

- 1 - March 15, 2021 BOCC Regular Meeting Agenda
- 2a - Alcohol Beverage Lic ND Ent's dba CB Country Club
- 2b - Alcohol Beverage Lic, CB LLC dba Paradise Restaurant
- 2c - Tavern Alcohol Beverage Lic, The Wooden Spoon
- 3 - Schedule, Calendar 3_15 to 4_19_22
- 4 - Minutes approval_Jan 4, 2022
- 5 - consent 1, Commercial Lease Agreement, GVRHA Office Space
- 5 - consent 2, IGA to disburse HRSA Grant Monies, for Vaccine Access
- 5 - consent 3, Letter of support_Blue Ditch Project Grant App
- 5 - consent 4, Professional Svcs Agreement, WellSteps LLC
- 5 - consent 5, Public Service Grant Agreement_City of Gunnison, HHS, ECC_Outreach to Latinx Community
- 5 - consent 6, Public Record Request Policy Revisions
- 5 - consent 7, Rental for Grinding Landfill Tires
- 6a - Resolution, Temp Weight Restriction for Slate River Rd CR 734
- 6b - Resolution, Temp Road Closure_Weight Restriction for Gold Basin CR 38
- 6c - Letter of support, to CRWCD for Somerset Matching Funds Application
- 6d - Temporary Road Use Agreement, Gunnison Nordic Club_2nd Annual Cottonwood Classic
- 7 - Resolution, Adjusting Ground Rent for Gold Basin Industrial Park
- 8 - Update of County Financial and Purchasing Policy
- 9 - Overview, 2022 Budget in Brief
- 10 - Quarterly Fiscal Transparency report_as of 12_31_2021

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, March 15, 2022 **Page 1 of 2**
PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(REMOTE OPTION BELOW)

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

- 8:30 am
- Call to Order
 - Alcohol Beverage License #13-37843-000; N D Enterprises LLC dba Crested Butte Country Club; Effective 1/14/2022 - 1/14/2023
 - Alcohol Beverage License #03-04246; Crested Butte LLC dba Paradise Restaurant; Effective 2/04/2022 - 2/04/2023
 - Tavern License; Alcohol Beverage License #03-15949; The Wooden Spoon dba The Wooden Spoon; Effective 3/07/2022 - 3/07/2023
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:35 am
- Call to Order; Agenda Review
 - Scheduling
 - Minutes Approval:
 1. January 4, 2022 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. Commercial Lease Agreement; Gunnison Valley Regional Housing Authority; for Office Space; 1/01/2022 to 12/31/2022; \$1,108 monthly
 2. Intergovernmental Agreement to Disburse Health Resources & Services Administration (HRSA) Grant Monies; Board of County Commissioners of San Miguel County; To Increase COVID-19 Vaccine Access; 1/01/2022 - 7/30/2022; \$72,000
 3. Letter of Support; Blue Ditch Project Grant Application; Cimarron Valley and River Watershed Coalition; to Colorado River Water Conservation District, Community Funding Partnership Program
 4. Professional Services Agreement; WellSteps, LLC; Assist the County with its Employee Wellness Program; 3/16/2022 - 3/15/2023; not to exceed \$1,882
 5. Public Service Grant Agreement; City of Gunnison; Gunnison County Health & Human Services, on behalf of Early Childhood Council and Multicultural Services; for Early Childhood Systems and Outreach to the Latinx Community; 1/1/2022 – 12/31/2022; \$25,000
 6. Public Record Request Policy Revision; Section I.12 Guidelines for Handling Requests for Public (Open) Records; Hourly Staff Fee change to \$33.58
 7. Acknowledgement of Deputy County Manager's Signature; Rental Agreement; Power Screening; for Rental Grinder to Shred Landfill Large Tires; Eff Date 3/01/2022; \$13,000 + transportation costs
 - County Manager's Reports
 - Deputy County Manager's Reports and Project Updates
 1. Resolution; Authorizing Temporary Weight Restriction for a Portion of County Road 734 Also Known as Slate River Road

*NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager and Deputy County Manager's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded and **ACTION MAY BE TAKEN ON ANY ITEM.** Work Sessions are not recorded and formal action cannot be taken. For further information, contact the County Administration office at 641-0248. If special accommodations are necessary per ADA, contact 641-0248 or TTY 641-3061 prior to the meeting.*

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, March 15, 2022

Page 2 of 2

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

- Deputy County Manager's Reports and Project Updates (*cont'd*)
 - 2. Resolution; Authorizing Temporary Seasonal Closure and Weight Restriction for a Portion of County Road 38 Also Known as Gold Basin Road
 - 3. Letter of Support to Colorado River Water Conservation District; on behalf of Somerset Water District's Matching Fund Application
 - 4. Temporary Road Use Agreement; Gunnison Nordic Club, Inc; for 2nd Annual Cottonwood Classic Bike Ride fundraiser; Use of CR #209 from 7am to 2pm, 5/26/2022

- 9:00 am • Employee Recognition; Deputy Emergency Management Manager, Lisa Clay

- 9:05 am • Resolution; Adjusting Ground Rent for Use of Premises at the Gold Basin Industrial Park

- 9:10 am • Update of County Financial Policy 1.2.1.3, and Purchasing Policy 1.2.10

- 9:15 am • Overview; 2022 Budget-in-Brief

- 9:25 am • Quarterly Fiscal Transparency Report; As of 12/31/2021

- BREAK

- 9:45 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.

- 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/82753657556?pwd=MjNDbTZHTFNRVdDemZJdC91aVBIZz09>

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

+12532158782,,82753657556#,,,,*471302# US (Tacoma)

+13462487799,,82753657556#,,,,*471302# US (Houston)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #13-37843-000; N D Enterp

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Liquor License renewal for N D Enterprises dba Crested Butte Country Club

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk

Submitter's Email Address: ksimillion@gunnisonocounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 3/7/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/11/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 3/15/2022



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 #13-37843-000
to sell/serve malt, vinous, spirituous liquor for (on the) premises
consumption in the County of Gunnison, Colorado.

**N D ENTERPRISES LLC
DBA CRESTED BUTTE COUNTRY CLUB
385 COUNTRY CLUB DRIVE
CRESTED BUTTE, COLORADO 81224**

Fee \$100.00

Effective Dates: 01.14.2022 - 01.14.2023

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 3-4-2022
Gunnison County Clerk Date

Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION
1707 Cole Blvd, Suite 300
Lakewood, CO 80401

**N D ENTERPRISES LLC
dba CRESTED BUTTE COUNTRY CLUB
385 COUNTRY CLUB DRIVE
Crested Butte CO 81224**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 13-37843-0000	License Expires at Midnight January 14, 2023
License Type HOTEL & RESTAURANT / OPTIONAL (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. 2/28/2022 BLMP

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

CRESTED BUTTE COUNTRY CLUB
PO BOX 879
Crested Butte CO 81224-0879

received
 1-4-2022

Fees Due	
Renewal Fee	500.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	
Related Facility - Campus Liquor Complex \$160.00 per facility	
Amount Due/Paid	\$ 500.00

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name N D ENTERPRISES LLC		Doing Business As Name (DBA) CRESTED BUTTE COUNTRY CLUB		
Liquor License # 13-37843-0000	License Type Hotel & Restaurant / Optional	Sales Tax License # 13378430000	Expiration Date 01/14/2022	Due Date 11/30/2021
Business Address 385 COUNTRY CLUB DRIVE Crested Butte CO 81224		County Gunnison	Phone Number 9703496127	
Mailing Address PO BOX 879 Crested Butte CO 81224-0879		Email Ben@Clubatrestedbutte.com		
Operating Manager Ben Breslauer	Date of Birth 5/2/82	Home Address 22 Crested Mountain Lane, Manit Crested Butte, CO 8026		Phone Number 860-309-2607
1. Do you have legal possession of the premises at the street address above? Yes No Are the premises owned or rented? <u>Owned</u> Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. Yes <u>No</u>				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes <u>No</u>				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes <u>No</u>				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. Yes <u>No</u>				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes <u>No</u>				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes <u>No</u>				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes <u>No</u>				

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-04246; Crested Butte

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC and Kathy Simillion, Clerk

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

Summary:
Liquor License renewal for Crested Butte LLC dba Paradise Restaurant

Fiscal Impact:

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

Finance Review: Required Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review: Required Not Required

Comments:
Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 2/28/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/4/2022

Consent Agenda Regular Agenda Worksession

Time Allotted: 3

Agenda Date: 3/15/2022



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 #03-04246

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

CRESTED BUTTE LLC DBA PARADISE RESTAURANT

SE1/4SW1/4SECTION19T13SOUTH RANGE 85 WEST

CRESTED BUTTE, COLORADO 81224

Fee \$100.00

Effective Dates: 02.04.2022 - 02.04.2023

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 2-23-2022

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

**CRESTED BUTTE LLC
dba PARADISE RESTAURANT
SE1/4SW1/4SECTION19T13 SOUTH RANGE 85 WEST 6TH PM
Gunnison CO 81230**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-04246	License Expires at Midnight February 04, 2023
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. 2/15/2022 LSS

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

DR 8400 (07/24/19)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division

Submit to Local Licensing Authority

**PARADISE RESTAURANT
 PO BOX 5700
 Crested Butte CO 81224**

received
 12-22-2021

Fees Due	
Renewal Fee	500.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 500.00

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name CRESTED BUTTE LLC		Doing Business As Name (DBA) PARADISE RESTAURANT		
Liquor License # 03-04246	License Type Hotel & Restaurant	Sales Tax License # 00774205	Expiration Date 02/04/2022	Due Date 12/21/2021
Business Address SE1/4SW1/4SECTION19T13 SOUTH RANGE 85 WEST 6TH PM Gunnison CO 81230				Phone Number 9703492202
Mailing Address PO BOX 5700 Crested Butte CO 81224			Email lori.l.henk@vailresorts.com	
Operating Manager Brian Turner	Date of Birth 07/31/73	Home Address PO Box 2134, Crested Butte, CO 81224		Phone Number 970-275-3508
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

DR 8400 (07/24/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Affirmation & Consent 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.		
Type or Print Name of Applicant/Authorized Agent of Business Steven Vlass	Title Director of F&B	
Signature <i>Steven Vlass</i>	Date 12/20/2021	
Report & Approval of City or County Licensing Authority The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved.		
Local Licensing Authority For <i>Gunnison County</i>	Title <i>County Clerk</i>	Date <i>12-28-2021</i>
Signature <i>Kathy Simillion</i>		Attest <i>[Signature]</i>

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Tavern License; Alcohol Beverage License #03-15949

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Liquor License for The Wooden Spoon LLC dba 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:

The email address is missing, but this is probably enough of a ministerial issue that the document is otherwise materially legally sufficient.
MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 3/8/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/11/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 3/15/2022



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

TAVERN LICENSE

ALCOHOL BEVERAGE LICENSE #03-15949

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

THE WOODEN SPOON LLC DBA THE WOODEN SPOON
228 ELCHO AVENUE
CRESTED BUTTE, COLORADO 81224

Fee \$100.00

Effective Dates: 03.07.2022 - 03.07.2023

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 3-8-2022
Gunnison County Clerk Date
Kathy Simillion

Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

**THE WOODEN SPOON LLC
dba THE WOODEN SPOON
228 ELCHO AVENUE
Crested Butte CO 81224**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-15949	License Expires at Midnight March 07, 2023
License Type TAVERN (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. 3/8/2022 MMR

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

Colorado Liquor Retail License Application

received
 11-17-2022

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)
228 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 Georgia LLC
03-0679
Tavern Carry
3/15/22

Section A Nonrefundable Application Fees	Section B (Cont.) Liquor License Fees
<input type="checkbox"/> Application Fee for New License \$1,100.00	<input type="checkbox"/> Lodging & Entertainment - L&E (County) \$500.00
<input type="checkbox"/> Application Fee for New License w/Concurrent Review \$1,200.00	<input type="checkbox"/> Manager Registration - H & R \$75.00
<input checked="" type="checkbox"/> Application Fee for Transfer \$1,100.00	<input checked="" type="checkbox"/> Manager Registration - Tavern \$75.00
Section B Liquor License Fees	<input type="checkbox"/> Manager Registration - Lodging & Entertainment \$75.00
<input type="checkbox"/> Add Optional Premises to H & R \$100.00 X _____ Total _____	<input type="checkbox"/> Manager Registration - Campus Liquor Complex \$75.00
<input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____	<input type="checkbox"/> Master File Location Fee \$25.00 X _____ Total _____
<input type="checkbox"/> Arts License (City) \$308.75	<input type="checkbox"/> Master File Background \$250.00 X _____ Total _____
<input type="checkbox"/> Arts License (County) \$308.75	<input type="checkbox"/> Optional Premises License (City) \$500.00
<input type="checkbox"/> Beer and Wine License (City) \$351.25	<input type="checkbox"/> Optional Premises License (County) \$500.00
<input type="checkbox"/> Beer and Wine License (County) \$436.25	<input type="checkbox"/> Racetrack License (City) \$500.00
<input type="checkbox"/> Brew Pub License (City) \$750.00	<input type="checkbox"/> Racetrack License (County) \$500.00
<input type="checkbox"/> Brew Pub License (County) \$750.00	<input type="checkbox"/> Resort Complex License (City) \$500.00
<input type="checkbox"/> Campus Liquor Complex (City) \$500.00	<input type="checkbox"/> Resort Complex License (County) \$500.00
<input type="checkbox"/> Campus Liquor Complex (County) \$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (City) \$160.00
<input type="checkbox"/> Campus Liquor Complex (State) \$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (County) \$160.00
<input type="checkbox"/> Club License (City) \$308.75	<input type="checkbox"/> Related Facility - Campus Liquor Complex (State) \$160.00
<input type="checkbox"/> Club License (County) \$308.75	<input type="checkbox"/> Retail Gaming Tavern License (City) \$500.00
<input type="checkbox"/> Distillery Pub License (City) \$750.00	<input type="checkbox"/> Retail Gaming Tavern License (County) \$500.00
<input type="checkbox"/> Distillery Pub License (County) \$750.00	<input type="checkbox"/> Retail Liquor Store License-Additional (City) \$227.50
<input type="checkbox"/> Hotel and Restaurant License (City) \$500.00	<input type="checkbox"/> Retail Liquor Store License-Additional (County) \$312.50
<input type="checkbox"/> Hotel and Restaurant License (County) \$500.00	<input type="checkbox"/> Retail Liquor Store (City) \$227.50
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) \$600.00	<input type="checkbox"/> Retail Liquor Store (County) \$312.50
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County) \$600.00	<input type="checkbox"/> Tavern License (City) \$500.00
<input type="checkbox"/> Liquor-Licensed Drugstore (City) \$227.50	<input checked="" type="checkbox"/> Tavern License (County) \$500.00
<input type="checkbox"/> Liquor-Licensed Drugstore (County) \$312.50	<input type="checkbox"/> Vintners Restaurant License (City) \$750.00
<input type="checkbox"/> Lodging & Entertainment - L&E (City) \$500.00	<input type="checkbox"/> 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 \$

Name <i>The Wooden Spoon LLC dba The Wooden Tavern</i>		Type of License <i>Tavern</i>	Account Number <i>03-06079</i>	
21. Campus Liquor Complex applicants answer the following:				
(a) Is the applicant an institution of higher education? <i>Spoon</i>				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(b) Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.				Yes <input type="checkbox"/> No <input type="checkbox"/>
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 a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager <i>Haver</i>		First Name of Manager <i>Fletcher</i>		
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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
24. Related Facility - Campus Liquor Complex applicants answer the following:				
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager <i>Haver</i>		First Name of Manager <i>Fletcher</i>		
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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
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 <i>Fletcher Haver</i>	Home Address, City & State <i>200 Anderson Dr Crested Butte</i>	DOB <i>9-20-84</i>	Position <i>Owner</i>	%Owned <i>100%</i>
Name	Home Address, City & State <i>CO 81224</i>	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: <input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				
Name <i>Fletcher Haver</i>		Type of License <i>Tavern</i>	Account Number	
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 <i>Fletcher Haver Owner</i>		Date <i>10/1/21</i>
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)		

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:

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

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 12-2-2021
- Will conduct inspection upon approval of state licensing authority

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?

Yes No

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?

Yes No

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?

Yes No

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 <u>Gunnison County</u>		Telephone Number <u>970-641-7641</u>	<input type="checkbox"/> Town, City <input checked="" type="checkbox"/> County
Signature <u>Kathy Semillion</u>	Print <u>Kathy Semillion</u>	Title <u>County Clerk</u>	Date <u>11-17-2021</u>
Signature <u>[Signature]</u>	Print <u>Jonathan Houck</u>	Title <u>Gunnison County</u>	Date <u>12-21-2021</u>

Commissioner

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

March 1, 2022 – April 19, 2022
As of 3/11/2022

Board of County Commissioners

- BOCC Regular Meeting**
March 15, 2022, All Day @ BOCC Boardroom
[More Details](#)
- Commissioner Smith Out of Office**
March 15, 2022, All Day @ BOCC Boardroom
[More Details](#)
- BOCC Work Session**
March 22, 2022, All Day @ BOCC Boardroom
[More Details](#)
- Strategic Planning Retreat**
March 31, 2022, 8:00 AM - April 1, 2022, 5:00 PM @ TBD
[More Details](#)
- BOCC Regular Meeting**
April 5, 2022, All Day @ BOCC Boardroom
[More Details](#)
- Mayors & Managers Meeting - Hosted by Mt. Crested Butte**
April 7, 2022, 12:00 PM - 1:30 PM
[More Details](#)
- BOCC Work Session**
April 12, 2022, All Day @ BOCC Boardroom
[More Details](#)
- BOCC Regular Meeting**
April 19, 2022, All Day @ BOCC Boardroom
[More Details](#)

Gunnison-Hinsdale Board of Human Services

- Gunnison-Hinsdale Board of Human Services Meeting**
April 19, 2022, All Day @ BOCC Boardroom
[More Details](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes Approval: January 4, 2022 Regular Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is a draft of the 1/04/22 BOCC regular meeting minutes, for your consideration

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 3/9/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/11/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 3/15/2022

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
January 4, 2022**

The January 4, 2022 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 [REMOTE]
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 9:17 am.

ALCOHOL BEVERAGE LICENSE #42-95237-0000; 456 ENTERTAINMENT, LLC, DBA TULLY'S, 282 ELCHO AVENUE, CRESTED BUTTE, CO 81224; EFFECTIVE 10/18/2021-10/18/2022: With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to approve the Alcohol Beverage License for 456 Entertainment LLC, dba as Tully's, as presented. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 9:17 am.

GUNNISON COUNTY HOUSING AUTHORITY:

CALL TO ORDER: Chairperson Houck called the meeting to order at 9:18 am.

ASSIGNMENT OF OPTION BETWEEN THE GUNNISON COUNTY HOUSING AUTHORITY AND THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY: County Manager Matthew Birnie outlined for the Board that this was an option which would assign a deed restriction to the County itself; cleaning up an older deed restriction under the predecessor Gunnison County Housing Authority. County Attorney Matt Hoyt also clarified that this predecessor to the Gunnison Regional Housing Authority was still a legal entity, but assigning this to the County would simplify future transactions and help eliminate confusion. Commissioner Mason asked if this would be a yearly requirement, to which CA Hoyt answered that it would most likely need to be considered on a case-by-case basis.

Moved by Commissioner Mason to approve the Assignment of Option between the Gunnison County Housing Authority and the Board of County Commissioners of Gunnison County, as presented, and to authorize the Board Chair's signature. Seconded by Commissioner Smith. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the meeting of the Gunnison County Housing Authority at 9:21 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 9:21 am.

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC) BOARD REORGANIZATION AND COMMISSIONER APPOINTMENTS:

1. **Designate BOCC Chairperson and Vice Chairperson for 2022**
2. **Gunnison Valley Rural Transportation Authority Board (two voting members)**
3. **Region 10 Board (one voting member)**
4. **Gunnison Basin Sage-grouse Strategic Committee (one voting member, one alternate)**
5. **Early Childhood Council (one voting member)**
6. **Club 20 (one voting member)**
7. **Gunnison County Sick Leave Bank Board (one voting member)**

Possible Addition Suggestion: Southwest Colorado Opioid Regional Council - County Attorney Matt Hoyt noted that Commissioner Smith had an appointment to the newly formed Southwest Colorado Opioid Regional Council and the Board would need to add this to the list of appointments for the beginning of 2023. Chairperson Houck then asked County Manager Birnie to note this addition and look into adding it to the yearly appointments for the Board.

Moved by Chairperson Houck to re-appoint 1) himself as the BOCC Chair and Commissioner Mason as the BOCC Vice-Chair; 2) Commissioner Mason and Commissioner Smith as voting members of the Gunnison Valley Rural Transportation Authority Board; 3) Commissioner Mason as voting member on the Region 10

Board; 4) Commissioner Smith as voting member on the Gunnison Basin Sage-grouse Strategic Committee, with Commissioner Houck being the alternate; 5) Commissioner Smith as voting member on the Early Childhood Council; 6) Commissioner Smith as voting member on Club 20; and 7) Commissioner Mason as voting member on the Gunnison County Sick Leave Bank Board. Seconded by Commissioner Smith. Motion carried unanimously.

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

1. Assignment of Option between the Gunnison County Housing Authority and the Board of County Commissioners of Gunnison County
2. Acceptance of Designations; Bureau of Land Management, Gunnison Field Office for Regular and Alternate Members to Gunnison Basin Sage-grouse Strategic Committee; Regular Member Jon F. Kaminsky, Alternate Member Kathy Brodhead
3. Acceptance of Appointments; National Park Service for Regular and Alternate Members to Gunnison Basin Sage-grouse Strategic Committee; Regular Member Theresa Childers, Alternate Member Jessica Frey
4. Acceptance of Appointments; US Department of Agriculture, Natural Resources Conservation Service for Regular and Alternate Members to Gunnison Basin Sage-grouse Strategic Committee; Regular Member Allison Hearne, Alternate Member Dan Olson
5. Acceptance of Appointments; US Department of the Interior, US Fish and Wildlife Service for Regular and Alternate Members to Gunnison Basin Sage-grouse Strategic Committee; Regular Member Alec Whit Blair, Alternate Member Ann Timberman

SCHEDULING:

1. **Approval of 2022 Board of County Commissioners Regular Meeting and Work Session Schedule – Moved** by Chairperson Houck, seconded by Commissioner Mason, to approve the 2022 Regular Meeting and Work Session schedules. Motion carried unanimously.
2. **2022 Board of County Commissioners Meeting Agenda Posting Locations – Moved** by Chairperson Houck, seconded by Commissioner Smith, to make the 2022 Board of County Commissioners meeting agenda official posting location be the bulletin board located just outside the Board of County Commissioners meeting room, second floor of the Gunnison County Courthouse, with the understanding that the County is maintaining all of its true legal obligation by electronic-accessible posting of the meetings. Motion carried unanimously.
3. **Upcoming Meetings Schedule was discussed** – Chairperson Houck noted for the record that there would be a joint meeting with the Planning Commission on Friday, January 7th, and he directed this meeting date and time be added to the online calendar.

COUNTY MANAGER’S REPORTS: County Manager Matthew Birnie was present via Zoom. He noted that there were no updates to report that morning, but he would be happy to answer any questions the Board might have. However, there were no questions at that time from the Board.

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

1. Large amounts of snow in the North band of the County over the holidays – for Marble, Pitkin, Taylor, Ohio Creek and the Crested Butte areas. DCM Crosby noted that this came over the weekend with lots of overtime, but remarked that it was all handled very well.
2. Dealing with equipment issues. DCM Crosby explained that they were now working on equipment issues and maintenance. The storm had meant the equipment needed to be pushed hard through long hours and there were maintenance issues as a result.
3. Sent an email notice to the Irwin/Kebler area mailing list, regarding needing to clean the trailhead area. DCM Crosby outlined that they needed parked vehicles to be moved for this operation, and they had given five to six days’ notice to vehicle owners for removal before clearing the area. She reported that all vehicles had been moved and the grading was completed successfully.

UNSCHEDULED CITIZENS: There were no Unscheduled Citizens present in the room or remotely via Zoom for discussion.

COMMISSIONER ITEMS:

Commissioner Mason

1. Commissioner Mason explained that he really had nothing to report, due to an extended vacation, where he was snowed in several extra days and returned only last Saturday, January 1st, before the meeting.

Commissioner Smith

1. Adding a seat for Western Colorado University (WCU) faculty on the Gunnison Basin Sage-grouse Strategic Committee. Commissioner Smith stated that, before the holidays, the committee had discussed the consistent participation of WCU faculty, and the committee had moved to make a

recommendation to the BOCC that they add a seat for Western to the Sage-grouse Strategic Committee. She wanted the Board to know of this and to work with them on how to proceed.

After some discussion regarding topics such as amendment of the bylaws of the strategic committee, who should make the appointment, and what Western's preferences might be in these matters, the Board approved the GVSGSC recommendation. Chairperson Houck then asked CM Birnie and Commissioner Smith to work with Western and Community and Economic Development Director Cathie Pagano on putting together the appointment authority and amendments to accomplish this new seat for Western.

2. Attended ribbon cutting ceremonies for new businesses in Gunnison. Commissioner Smith highlighted the ceremonies for Wheelies and Waves, an outdoor sports store with a new location on South Main Street, and for the Real Balance boot fitting shop, opening a new shop in Gunnison.

Commissioner Houck

1. Attended a ribbon cutting ceremony at Paintbrush Apartments. Chairperson Houck stated he was excited to see this type of public / private sector partnership taking off, adding that it helped entertain new ideas for types of housing.
2. Participated in a National Association of Counties (NACo) Public Lands call yesterday, January 3rd. Chairperson Houck noted that the main topic centered on the Greater Sage-grouse – not the species found in the Gunnison Basin – but he felt that decisions there might be a guideline to what a new administration might be focused on, when dealing with the future of these species.
3. On a personal note. Chairperson Houck let the Board know that his dad was hospitalized in Maryland with COVID, and that he might need to be going back there. He explained that this meant some juggling of his schedule and possibly help in attending meetings. Chairperson Houck advised that he would let the other commissioners know about this as soon as he knew the next steps for his dad. Both Commissioners Smith and Mason added their support to help in any way they could.
4. Reminder of NACo Public Land Steering Committee term. Chairperson Houck reminded the Board that he was still on this committee, and that he was registered to attend its 2022 legislative conference in Washington, D.C. He informed those present that he intended to go in person, if that option was still going to happen; he would keep them posted.

RECESS: Chairperson Houck recessed the meeting from 9:56 am to 10:00 am.

RESOLUTION; FURTHER EXTENDING RESOLUTION NO. 21-12 AND AUTHORIZING ATV, OHV AND UTV USE ON A CERTAIN PORTION OF COUNTY ROAD #3: Present for discussion and review with the Board were Gunnison County Sheriff John Gallowich, Deputy County Manager Marlene Crosby, County Manager Matthew Birnie (via Zoom), Marble area residents (via Zoom) Teri Havens, Greg Staple, and Suzy Meredith-Orr with the Crystal River Environmental Protection Association.

Chairperson Houck opened by introducing those present for the meeting and explaining that, at the last regular Board meeting on December 21, 2021, the Board had moved to extend the sunset date of Resolution 2021-12 to January 4, 2022, in order to hold this review and discussion. He further noted that Commissioner Mason had taken the lead for the BOCC in 2021, working with the White River National Forest and the Town of Marble, Marble's conservation community and citizens. He then asked that they start the discussion with Commissioner Mason giving an overview.

Commissioner Mason began by explaining that the Board had decided in May 2021 to put a sunset date of December 31, 2021 on the resolution, in order to "put pressure" on the Commissioners to obtain action and results which address the issues regarding visitors on County Road 3. They had discussed working with the Forest Service; as a result, a package was put together utilizing listening sessions and a facilitator who would work with Western Colorado University and the Center for Public Lands. The first listening session was held December 8, 2022. Two more two-day workshops, based on the data gathered by the facilitator, were also scheduled for the end of January. Commissioner Mason noted that they had hoped to have most of this done within the December 31st timeframe; however, changes in the facilitator and the holidays had meant that the deadline needed to be extended. He continued with asking for a report from Sheriff Gallowich that covered two prongs of what the Commissioners had wanted with a "3-prong approach" when they looked at the issue last year. These three prongs consisted of: 1) working with the Forest Service to help provide a protection officer to patrol Forest Service land beyond County Road 3; 2) hiring a new Sheriff's deputy for the Marble area, who took over his own patrol in late August 2021; and 3) working on public outreach.

Sheriff Gallowich then reported that the Marble/Crystal area had been busier this last tourist season 2021 than ever experienced in years prior, and that enforcement had been greater as well, at least in part due to having the second officer. He added that, because the deputy wasn't able to be trained and on his own patrol until mid-August, they wouldn't get a good idea of exactly how much this will help until he has been there for a full year. Sheriff Gallowich also credited signage with allowing them to follow through with more serious enforcement on County Road 3, and added that they were currently working on a new traffic code and new citation tickets which could be left on the vehicles – hopefully ready within the next month – to address some of the current parking issues. He continued with highlighting that enforcement around the lake had been very good by the Fish & Wildlife department for especially the first half of last summer, but also suggested that the Forest Service help with development of a parking area away from Marble so the town will not have to deal as much with the OHV traffic. Sheriff Gallowich concluded by stating that the increased enforcement had made a positive impact; feedback had also included positive comments for the citizen contacts made by the Forest Service officer.

Commissioner Smith noted one question from a Marble citizen on Zoom. Greg Staple asked if there were any specific statistics on enforcement per month; i.e., warnings, tickets issued, violation types, etc. Sheriff Gallowich explained that he been asked to attend the meeting on short notice, so there had not been time to generate these specific types of reports; however, he asserted that he would be able to get this information to Commissioner Mason at a little later date. Sheriff Gallowich then made one more request – that the signage within the Town of Marble be adjusted to proper placements and heights in order to be enforceable. Commissioner Mason assured the Sheriff that the town was aware of this request from late last Fall and they were working to address it – he would check and see how this was coming along.

Deputy County Manager gave her report to the Board. She noted that she could reach out with responses to some of the questions from Marble area residents, and volunteered to send an email to the Forest Service about what kind of data they had put together regarding the types of contacts made by their protection officers. She stated that they had not been able to put students from Western into the field last summer to gather data, but that this would be done for the next summer. They had experienced difficulty in putting together a diverse committee to work with the facilitator, but noted that the Town of Marble representative position and other key positions were now all filled. Other issues with parking were discovered and were being addressed, and additional signage would be added for the summer tourist season.

The Board then went over several topics, including: time frame for the Forest Services regarding limited parking and infrastructure around Daniel’s Hill; the possibility of any other options or policies which could be used; enhancement and also reduction of road maintenance in certain areas; strategy for next summer’s survey and data gathering; reduced parking problems for the next summer; possibilities for Forest Service parking at the base of Daniel’s Hill; and further Resolution extension and timing.

With the Board in agreement that a work session with the Forest Service needed to be scheduled in April, it was **moved** by Commissioner Mason, seconded by Commissioner Smith, to approve Resolution 2022-1, Further Extending Resolution 2021-12 and Authorizing ATV, OHV and UTV Use on a Certain Portion of County Road #3 until May 3rd, 2022. Motion carried unanimously

RECESS: Chairperson Houck recessed the regular meeting at 11:05 am, 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, DEVELOPING STRATEGY FOR NEGOTIATIONS RELATED TO PROPERTY LOCATED IN GUNNISON COUNTY, COLORADO: Commissioner Houck **moved** to go into Executive Session, pursuant to C.R.S. § 24-6-402 (4) (e) (I), determining positions relative to matters that may be subject to negotiations, developing strategy for negotiation related to property located in Gunnison County, Colorado. The participants in the Executive Session would be Commissioner Houck, Commissioner Mason, Commissioner Smith, County Manager Matthew Birnie, Deputy County Manager Marlene Crosby, County Attorney Matthew Hoyt, and James Charlier as a consultant for the County. No contemporaneous record of the meeting would be kept. Commissioner Smith seconded the motion, and the motion carried unanimously.

The Board went into executive session at 11:07 am. The executive session was held in the BOCC Boardroom, and no contemporaneous records were kept. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S. §24-6-402(4). This specific session was conducted as per §24-6-402 (4) (e) (I).*

Attorney Statement Regarding Executive Session

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

Date: _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

At 11:43 am, it was **moved** by Chairperson Houck to come out of executive session, affirming that no extemporaneous records were kept, the participants in the executive session remained consistent with those read into the record, and that they did stay on topic. Commissioner Smith seconded the motion. Motion carried unanimously.

Chairperson Houck then let those present know that the Board delegated authority to CM Matthew Birnie to pursue, negotiate and execute any necessary documents related to property located in Gunnison County, Colorado, also including Matthew’s ability to provide direction to staff and to the consultants working with the County, regarding the issue on which they had met in executive session.

ADJOURN: Moved by Chairperson Houck, seconded by Commissioner Mason, to adjourned the Gunnison County Board of County Commissioners Regular Meeting at 11:45 am. Motion carried unanimously.

Jonathan Houck, Chairperson

Roland Mason, Vice-Chairperson

Liz Smith, Commissioner

Minutes Prepared By:

Melanie Bollig, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO RESOLUTION NO: 2022-1

A RESOLUTION FURTHER EXTENDING RESOLUTION NO. 21-12 AND AUTHORIZING ATV, OHV AND UTV USE ON A CERTAIN PORTION OF COUNTY ROAD #3 UNTIL MAY 3, 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 one and a half (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 authorized use of ATVs, OHVs and UTVs on a certain portion of County Road #3 a/k/a Marble Road; and

WHEREAS, on May 18, 2021, the Board adopted Resolution No. 21-12, authorizing use of ATVs, OHVs and UTVs on a certain portion of County Road #3 a/k/a Marble Road, beginning at the municipal limits of the Town of Marble at Beaver Lake to the top 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 was set to expire 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 any 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 into this year so that the Board may fully analyze and address that process and the efforts surrounding that process; and

WHEREAS, on December 21, 2021, the Board adopted Resolution No. 21-44, temporarily extending Resolution No. 21-12 until January 4, 2022;

WHEREAS, in light of the foregoing considerations and to afford the full Board an opportunity to consider the issues surrounding OHV use on County Road 3, the Board desires to further extend Resolution No. 21-12;

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 further extended to remain in full force and effect until midnight Mountain Time May 3, 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 May 3, 2022.

INTRODUCED by Commissioner Roland Mason, seconded by Commissioner Elizabeth Smith, and adopted this 4th day of January, 2022.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS

Houck – yes, Mason – yes, Smith – yes

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Commercial Lease Agreement; Gunnison Valley Region

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Updated lease agreement with GVHRA for office space use at 202 E. Georgia Ave.

Fiscal Impact: 13926

Submitted by: John Cattles

Submitter's Email Address: jcattles@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 1/6/2022

County Attorney Review:

Required

Not Required

Comments:

Generally legally sufficient, though the insurance is less than we would recommend with regard to autos. The version in the file that states "SIGNTHISONE" is the one that should be signed. Alternatively, the signature page pdf already in the file could be used. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 3/3/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/4/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/15/2022

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Lease”) is dated as of this ____ day of _____, 2021 (the “Effective Date”) by and between the **BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO**, a body corporate and politic (the “County”) and **GUNNISON VALLEY REGIONAL HOUSING AUTHORITY** (the “Tenant”).

RECITALS

- A. The County is the owner and operator of the property at 202 East Georgia Avenue, Gunnison, Colorado (the “Building”).
- B. The County desires to lease a portion of the Building as more particularly described in Exhibit A (the “Leased Premises”) to the Tenant.
- C. The Tenant desires to lease the Leased Premises from the County for the purpose of commercial office space and in accordance with the terms and provisions of the Lease and the County desires to lease the Leased Premises to the Tenant.
- D. The Tenant does not intend to use, and is not authorized by the County for any use of, the Leased Premises for residential purposes.

AGREEMENT

For and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Tenant agree as follows:

ARTICLE I. THE LEASED PREMISES

Section 1.01 The Leased Premises. The County leases to the Tenant and the Tenant leases from County, upon the terms and provisions of this Lease, exclusive use of the Leased Premises as shown on Exhibit A. The Tenant shall have non-exclusive access to shared parking to the east of the Building accessible from the alley, spaces designated as common space equally shared by all tenants of the Building as shown on Exhibit A

Section 1.02 Fixtures, Furniture and Equipment. The Leased Premises includes fixtures, furniture and equipment as described in Exhibit B. Subject to prior written approval by the County, Tenant may purchase and install additional fixtures, furniture and equipment within the Leased Premises that it has exclusive use of. Any such purchase and installation shall be at the Tenant’s own expense. The County and Tenant shall jointly verify the existing fixtures, furniture and equipment in Exhibit B as well as itemize any Tenant-provided fixtures, furniture and equipment.

Section 1.03 Condition of Leased Premises. The Tenant warrants and represents that it has had an opportunity to inspect the Leased Premises and acknowledges that it is fit for Tenant’s use and enjoyment. The taking of possession of the Leased Premises shall be deemed an

acceptance of the same by the Tenant in its “AS IS” condition without any obligation whatsoever on the part of the County to repair, remodel, reconstruct or modify the Leased Premises for the Tenant. The Tenant warrants and represents that it has had an opportunity to inspect and measure the Leased Premises and acknowledges that the approximate square footage of the Leased Premises is **one thousand one hundred eight (1,108)** square feet.

Section 1.04 Permitted Use. The Tenant shall use the Leased Premises solely for the purpose(s) described above at Paragraphs C and D of the Recitals, as approved by the County and other related business purposes. No other use shall be permitted without the County’s prior written consent.

Section 1.05 No Hazardous Use, Nuisance or Waste Permitted on Leased Premises. The Tenant shall not use or permit the Leased Premises to be used for any business or purpose deemed by the County to be hazardous, or in any manner as to constitute a violation of any federal, state, county, and local laws, rules, regulations, requirements or orders of any lawful governmental or public authority relating to the Leased Premises. Tenant covenants and agrees at its sole cost and expense to fully and promptly comply with all such laws, regulations, ordinances and every order or regulation enacted by such authorities, including but not limited to, the United States, the County of Gunnison, the State of Colorado. The Tenant agrees that it shall not permit any noxious or offensive activity on the Leased Premises or allow any nuisance to exist on the Leased Premises which may cause disturbance to other tenants of the Building or to others on adjacent or nearby property. Further, the Tenant agrees that nothing shall be done or kept on the Leased Premises which might impair the value of the Leased Premises or which would constitute waste.

Section 1.06 No Smoking, Vaping and E-Cigarettes. Smoking, vaping and the use of e-cigarettes is not permitted on the Leased Premises, in the Building or in any County building. The Tenant may, at the Tenant’s discretion, permit its employees and invitees to smoke, vape or use e-cigarettes outside of the Leased Premises and Building; provided, however, that such activities must occur at a distance of at least twenty-five (25) feet from any entrance. Smoking, vaping and e-cigarette use is not permitted in any location where prohibited by law. The Tenant shall remove all smoking, vaping and e-cigarette debris (including wrappers, butts and matches) from the Leased Premises and Building at least twice per week. If this task is not performed to the satisfaction of the County, the County may remove such debris and charge the cost of removal, plus an administrative fee of 50% of such cost, to the Tenant.

ARTICLE II. TERM

Section 2.01 Term. The term of this Lease shall be a period of one (1) year (the “Term”), commencing on **January 1, 2022** (the “Commencement Date”) and ending on **December 31, 2022** unless terminated earlier in accordance with the terms of this Lease. The execution of this Lease by the Tenant and by the County shall be retroactive back to January 1, 2022, and any rights and responsibilities of the parties shall apply during the entire Term of this Lease.

Section 2.02 Option to Extend. Upon expiration of the Term and provided that the Tenant is not in default of its obligations under this Lease, the Tenant may request an extension of this Lease for additional one (1) year periods (each an “Extended Term”), upon the same terms and

conditions, but any such grant of an Extended Term shall solely be at the County's discretion. The Tenant shall make any such request for an Extended Term by providing written notice to the County no later than sixty (60) days prior to the expiration of the Term or Extended Term and no earlier than six (6) months prior to the expiration of the Term or Extended Term. Rent, for each Extended Term, if granted, shall be adjusted as set forth in this Lease.

Section 3.01 Rent. The Tenant shall make annual rental payments (the "Annual Rent") for the Premises of **Thirteen thousand two hundred ninety-six and 00/100 U.S. Dollars (\$13,296.00)** payable in monthly installments in advance on the first day of each month of **one thousand one hundred and eight 00/100 U.S. Dollars (\$1,108.00)**. The Tenant shall pay as "Additional Rent" all other payments of whatever nature that Tenant has agreed to pay or assume under this Lease, Annual Rent and Additional Rent may be referred to collectively as "Rent." The payment of Rent shall begin on the Commencement Date. without demand in accordance to the amounts set forth in the table below.

Section 3.02 Extended Term Increased Annual Rent. Effective for any Extended Term, the Annual Rent shall be adjusted by the greater of either (1) the CPI Adjustment as described below, or (2) a flat three percent (3%) increase in the Annual Rent. The "CPI Adjustment" shall be calculated using the Bureau of Labor Statistics (BLS) CPI inflation calculator using the monthly installment of Annual Rent for the January of the expiring Term or Extended Term compared to the January of the year in which the Extended Term shall begin.

Section 3.03 Manner of Payment. All amounts due under this Lease shall be paid on the first of each month during the Term or any Extended Term and paid to the County at

Gunnison County Finance
200 E. Virginia Ave.
Gunnison, CO 81230
Attn: Juan Guerra, Finance Director

or at such place as County designates by proper notice as provided in Section 18.12. All checks shall be subject to collection and the Tenant shall pay all bank charges incurred by the County as a result of dishonor. Any Rent or fees not received by the County within five (5) days of the applicable date due shall incur a late fee of ten and 00/100 U.S. Dollars (\$10.00) per day until paid. The County shall apply all payments received first to past due amounts and second to current Rent and fees.

Section 3.04 Proration. If the Term or Extended Term commences on a day other than the first calendar day of a month, then Tenant shall pay to County a prorated monthly installment of Annual Rent, calculated using the number of days that exist prior to the first day of the succeeding month, with a similar adjustment being made at the termination of the Lease.

ARTICLE IV. MAINTENANCE; UTILITIES; INSEPCIONS

Section 4.01 Tenant Maintenance Obligations. Throughout the duration of the Lease, all repairs or maintenance to the Leased Premises shall be the obligation of the County. The County agrees to: (1) maintain the Leased Premises and all improvements, fixtures, furnishings and equipment in good working order and repair; (2) keep the interior of the Leased Premises painted, clean and sanitary, (3) keep shared parking areas, paved walkways leading to the Leased Premises clear of ice, snow, litter and debris, (4) perform routine maintenance of the Leased Premises, including, but not limited to, maintaining any landscaping adjacent to the Leased Premises, restroom plumbing, lighting, ballasts, doors and locks. The Tenant shall not overload the floors or walls of the Leased Premises. The County shall be responsible for janitorial services for the Leased Premises. For purposes of this Section 4.01, “routine maintenance” shall mean any repair or maintenance done in the ordinary course for the purpose of preserving machinery, equipment and improvements in good working order and condition and shall not include any extraordinary maintenance or repair.

Section 4.02 Utilities. The County shall be responsible for obtaining all utilities associated with the Leased Premises, including and limited to, electricity, heat, snow removal, lawn and garden maintenance, and trash removal. The Tenant shall be responsible for obtaining internet and telecommunications services at the sole expense of the Tenant. The County shall not be liable for any failure to make any repairs or to perform any maintenance to utilities unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to the County by the Tenant. If any maintenance or repair is necessitated due to the acts or omissions of the Tenant, its employees, agents or invitees, the Tenant shall pay the costs of such repairs or maintenance to the County within thirty (30) days after receipt of an invoice, together with an administrative charge in the amount equal to fifteen percent (15%) of the cost of the repairs. The County shall not be liable to Tenant for any interruption of Tenant’s business or inconvenience caused due to any work performed within the Leased Premises or Building. To the extent allowed by law, the Tenant waives the right to make repairs at the County’s expense under any law, statute or ordinance now or hereafter in effect.

Section 4.03 Inspection of Leased Premises. The Tenant will permit the County, its representatives or agents to make inspection of the Leased Premises at any time to confirm compliance with the terms of this Lease. If there is a potential (based upon reasonable facts or circumstances) or an actual material breach or violation of this Lease, or if an emergency exists which necessitates the County’s access to the Leased Premises in the County’s sole discretion, the County shall have the right to enter upon and inspect the Leased Premises and to do any reasonable act or thing in order to enforce its rights and obligations under this Lease. In all cases except an emergency, the County shall give the Tenant at least twenty-four (24) hours prior written notice, which shall specify the particular purpose for entering onto the Leased Premises.

Section 4.04 Accident Reports. In the case of an accident or emergency, Tenant agrees to cooperate with the County in the formulation of an action plan and any response to media inquiries. All accidents, significant occurrences, incidents, situations requiring official reporting or action, including law enforcement response, shall be reported to the County as

soon as possible but no later than the next business day. Reports provided must include the name, address, telephone number for any injured persons and any witnesses, any statements collected, a description of the accident including when, where and how it occurred, a description of any bodily injury or property damage and the action taken by Tenant or other persons.

ARTICLE V. IMPROVEMENTS; ALTERATIONS; ADDITIONS

Section 5.01 Requirements for Improvements; Alterations; Additions. No improvements, alterations or additions (“Alterations”) shall be made to the Leased Premises by the Tenant without prior written consent of the County, including but not limited to, Alterations of Building walls, roofs, support, finishes, any mechanical, electrical or plumbing system, carpet, paint, interior remodel of spaces and any exterior alterations. In such event, any permitted Alterations shall be performed subject to the following conditions.

- (a) Prior to the construction of any Alterations, the Tenant shall submit Detailed Plans and Specifications to the County for approval. “Detailed Plans and Specifications” means drawings, maps or plans depicting the location, character, dimension and details of the Leased Premises and all improvements the Tenants desires to make to the Leased Premises. The Detailed Plans and Specifications may include, without limitation, construction details, fire protection systems, lighting, utilities, architectural drawings, layout and colors, containment areas for construction equipment and materials, building footprint, fencing and gates and any other information which may reasonably be required by the County to assess the plans.
- (b) The Tenant shall be responsible for obtaining all applicable planning and zoning approval, building permits and other required governmental authorizations for the Alterations with copies of all permits and authorizations provided to County prior to commencement of any Alteration.
- (c) The Tenant shall execute a contract for construction with a provision naming the County as a third-party beneficiary, with a copy of this provided to the County.
- (d) The Tenant shall provide proof of surety bonds in a form acceptable to the County covering the Alterations.
- (e) All Alterations shall be done in a good and workmanlike manner in compliance with all applicable laws, ordinances, rules and regulations and subject to the County’s reasonable acceptance. If Alterations are not done in a good and workmanlike manner and in accordance with all applicable authorities, the County shall have the right to correct such Alterations and the Tenant shall pay the cost and expense of such correction to the County immediately upon demand by the County, plus an amount equal to the County’s cost of overhead expense attributable to the making of such repairs (to be reasonably determined by the County).
- (f) All work done in connection with Alterations shall be at the Tenant’s sole cost and expense and Tenant shall be wholly responsible to all contractors, subcontractors, laborers and materialmen.
- (g) The Tenant shall ensure that at no time shall any mechanic’s lien or lien for work connected to Alterations be asserted against the Leased Premises or any part of the Building. If such a lien or encumbrance is filed or recorded against the Leased Premises or Building, the Tenant shall promptly discharge said lien or encumbrance. If any such

lien or encumbrance has not been removed within thirty (30) days from the date it is filed or recorded, the Tenant shall deposit with the County an amount in cash equal to one hundred fifty percent (150%) of the amount of the lien filed or post a bond in form reasonably satisfactory to the County until said lien or encumbrance is discharged. If the Tenant fails, neglects or refuses to satisfy any such lien or encumbrance or refuses to secure the County as provided above, then the County shall have the option, but not the obligation, to satisfy such lien or encumbrance and any amounts paid by the County shall be promptly reimbursed by the Tenant.

- (h) The Tenant shall diligently pursue construction of any approved Alterations until completion.
- (i) Upon completion of work on any Alterations, the Tenant shall be responsible for restoring all areas disturbed by construction activities, whether or not such areas are located outside the Leased Premises, to the general condition existing prior to construction.
- (j) Approved Alterations shall not be removed, expanded or materially altered without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed.
- (k) Approved Alterations constructed in accordance with this process shall be permanently attached to the Premises and at the termination of this Lease shall not be removed, altered or changed by the Tenant in any way.
- (l) In no case shall any Alterations constitute grounds for extending the term of this Lease.

ARTICLE VI. SIGNAGE

Section 6.01 Signage. The Tenant shall not install any new sign, lettering, advertisement or posting in, upon or around the Leased Premises or Building without the prior written consent of the County. The Tenant shall pay for all costs in connection with the posting of a sign approved by the County, including, but not limited to, artwork, application, permits, installation and maintenance. The County shall have absolute discretion in approving any such sign. The Tenant shall pay for costs of removal of signs from the Leased Premises and Building upon termination of the Lease and the Tenant shall pay the costs of repair if any damage is caused by such removal.

ARTICLE VII. INSURANCE; INDEMNIFICATION; DAMAGE

Section 7.01 Insurance. During the Term and any Extended Term of this Lease, the Tenant shall carry and maintain in full force and effect and at its sole cost and expense, the following insurance policies, which limits can be met with a combination of primary and excess/umbrella policies. Within thirty (30) days of the execution of this Lease, Tenant will provide insurance certificates to the County, listing the County as an additional insured for all liability insurances, for the coverages required herein. Any such policies shall not be materially changed or cancelled without thirty (30) days advance written notice to the County. Comprehensive General Liability Insurance, or the equivalent, in the minimum amount of One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) per occurrence or as a combined single limit each occurrence.

- (b) Fire or Extended Coverage Insurance in an amount sufficient to fully cover replacement costs for Tenant's improvements, fixtures, furnishings, equipment and any other personal property of Tenant's kept or maintained at the Leased Premises.
- (c) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Tenant during the term of this Agreement.
- (d) Automobile Insurance on all vehicles used by Tenant in the course of business related to this Lease, including but not limited to, any storage or operation of owned or hired vehicles on the Leased Premises or Building, in the minimum amount of one million ninety-three thousand and no/100 U.S. Dollars (\$1,000,000.00) per occurrence or as a combined single limit each occurrence.

Section 7.02 County Rights. If the Tenant fails to obtain and maintain insurance, the County may obtain insurance coverage on behalf of the Tenant, and the amount of any premium paid by the County for such insurance shall be immediately payable by the Tenant to the County. The County may also treat the failure of the Tenant to obtain insurance as a default under this Lease and may proceed with any remedy available to it.

Section 7.03 Additional Insurance. The Tenant may insure the Premises in such additional amounts and for such other risks as the Tenant deems appropriate or as may be required by the County.

Section 7.04 Waiver of Subrogation. The Tenant agrees to waive all rights of recovery against the County if any damage, claim, loss or liability sustained by Tenant is covered and paid for by insurance to the extent of the insurance coverage. Tenant shall give notice to its insurance carrier(s) that a waiver of subrogation is contained in this Lease and all policies required shall contain a waiver of subrogation endorsement naming the County.

Section 7.05 Indemnification. The Tenant shall indemnify, defend and hold the County, its elected officials, officers, employees and agents harmless from and against any and all claims, losses, liabilities and expenses (including reasonable attorneys' fees) in connection with: (1) the Tenant's failure to perform its obligations under this Lease, and (2) the acts and omissions of Tenant, its officers, employees, agents and invitees that occur on or about the Building and Leased Premises during the term of this Lease. The indemnities set forth in the paragraph shall survive the termination or expiration of this Lease.

Section 7.06 Risk of Loss. The Tenant assumes the risk of loss or damage to the contents of the Leased Premises, whether from fire, theft, accident, earthquake, snow, water damage or any other cause whatsoever. The Tenant assumes all risk of loss to personal property located on the Leased Premises, and the County shall not be liable for any damage to, or loss of, such property, or for damage or loss suffered by Tenant in connection with any act or omission of a third party. The County shall not be liable for damage or loss resulting from: (1) bursting, overflowing or leaking water, (2) sewer or steam pipes, (3) heating or plumbing fixtures, (4) electrical wiring, (5) gases or odors or (6) or any other loss or damage that would otherwise

have been avoided if Tenant had obtained appropriate insurance that insured against such loss or damage.

Section 7.07 Casualty Damage.

- (a) In the case where the Leased Premises shall be rendered untenable by fire, explosion or other casualty, which is not the fault of the Tenant, and the Leased Premises cannot be restored within 180 days after such occurrence, the County or the Tenant may, at their option, terminate this Lease. The Tenant shall pay all amounts due and accruing through such date of termination, and the parties shall be discharged of all further obligations under this Lease.
- (b) If the Leased Premises are damaged, without fault of the Tenant, in such a way as to make the Leased Premises unfit for occupancy, the Tenant's obligation to pay Rent shall be abated until such damage is repaired and the Leased Premises are again fit for occupancy. If such damage can be repaired within a reasonable period of time by the County's estimation, then the County shall repair such damage with all reasonable speed and Rent shall be abated for the period during which the Tenant is deprived of the use and occupancy of the Leased Premises.
- (c) If the Leased Premises, without fault of the Tenant, receives only minor damage but such damage does not render the Leased Premises unfit for occupancy, the County, upon receipt of notice of the occurrence of such event, shall repair such damage with reasonable promptness; provided, however, that there shall be no abatement of Rent.
- (d) If the Leased Premises are damaged or destroyed by the Tenant, its employees, invitees or agents, the Tenant shall be liable for all costs and expenses to repair the Leased Premises and Building to substantially the same condition that existed prior to the casualty, and the Tenant shall continue to pay Rent during the pendency of any such repairs. The Tenant agrees to commence any remedial work within fifteen (15) days after written notice by the County and to complete all remedial work required in the reasonable opinion of the County to restore the Leased Premises and Building to its original condition, within the number of days specified in the written notice provided such work can be reasonably performed within such number of days. If remedial work is not undertaken and completed in the specified time frame, the County may undertake and complete the work or contract to complete the remedial work and shall be reimbursed by the Tenant for any and all reasonable costs incurred by the County in performing such repairs, including any overhead costs reasonably allocable to the performance thereof. The remedies in this section are cumulative to any other remedies provided in this Lease.

Section 7.08 Environmental Matters. If the Tenant stores, spills or releases any hazardous or toxic substance or material (including any substance that could constitute a hazardous waste or environmental condition) on, near, in or at the Leased Premises or Building (each, an "Incident"), the Tenant shall immediately notify the County and any other governmental authority with jurisdiction (such as the Environmental Protection Agency) and shall promptly take all action necessary to remediate the Incident and restore the affected area in accordance with applicable law. The Tenant agrees to release, hold harmless and indemnify the County, its

officials, employees, officers and agents from and against any and all fines, suits, claims, losses, demands, penalties, liabilities, costs or expenses (including reasonable attorney's fees), settlements, remedial action requirements, enforcement actions, administrative proceedings and any other action of any kind or nature, including personal injury, wrongful death or property damage arising out of, or in connection with, the discovery, remediation or disposal of any hazardous waste or environmental condition existing on, in, under or about the Leased Premises, Building, caused directly or indirectly by an act or omission of the Tenant or its officers, employees, agents, contractors, invitees, successors, predecessors, sublessees, or assigns. As used in this Lease, the terms "hazardous waste" and "environmental condition" shall mean (a) any "hazardous waste" as defined in the Solid Waste Disposal Act (as amended by the Resource Conservation and Recovery Act of 1976, as amended) and the regulations promulgated thereunder; (b) any "Hazardous Substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and the regulations promulgated thereunder; (c) any oil, petroleum products or by-products; (d) asbestos or asbestos-containing substances; and (e) any Hazardous Substance, toxic substance, toxic pollutant, or any substance whose release, disposal, generation, storage or emission is regulated by federal, state or local law.

ARTICLE VIII. DISCLAIMER OF LIABILITY

THE COUNTY HEREBY DISCLAIMS, AND THE TENANT HEREBY RELEASES THE COUNTY AND ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY THE TENANT, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS LEASE OR ANY EXTENSION THEREOF INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF TENANT OR TENANT'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE LEASED PREMISES OR BUILDING, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY THE COUNTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR IS CAUSED BY THE COUNTY'S BREACH OF ITS OBLIGATIONS UNDER THIS LEASE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE FOR SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, WITHOUT LIMITATION, PUNITIVE DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT BE CONSTRUED TO CONSTITUTE AN AGREEMENT BY THE TENANT TO INDEMNIFY THE COUNTY FOR THE COUNTY'S NEGLIGENT, WILLFUL OR INTENTIONAL ACTS.

ARTICLE IX. LIENS AND BANKRUPTCY

Section 9.01 Liens Prohibited. The Tenant shall not permit any lien or encumbrance to be placed upon the Leased Premises. If a lien or encumbrance is placed upon the Leased Premises, the County may satisfy such lien or encumbrance, and the Tenant shall reimburse the County in full at the next rent payment date. If the Tenant fails to reimburse the County by the next rent due date, amounts remaining past due shall bear interest at the lesser of: (1) the maximum

rate permitted by law or (2) eighteen percent (18%) per annum until paid and the County may pursue any other remedy available to it.

Section 9.02 Bankruptcy. If Tenant is unable to pay its debts when due, files for bankruptcy, seeks relief from creditors or has a receiver appointed on its behalf, the County may terminate this Lease, except to the extent such termination may be avoided by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect regarding creditors' rights generally or principles governing the availability of equitable remedies. Nevertheless, the County shall have a claim in such bankruptcy or receivership proceeding in an amount equal to the aggregate amount of Rent due and payable from the date such proceeding commenced through the remainder of the Term (and any renewal or extension thereof). The amount of such damages may be satisfied by the County out of monies or assets deposited by the Tenant under this Lease as security for payment of its obligations.

ARTICLE X. REPRESENTATIONS & WARRANTIES

Section 10.01 Representations & Warranties. The Tenant represents and warrants to the County as follows:

- (a) The Tenant is lawfully existing entity or individual that is qualified to conduct business in Colorado.
- (b) The Tenant has all requisite power and authority to enter into, and perform its obligations under, this Lease.
- (c) All requisite entity action authorizing the Tenant to enter into, and perform its obligations under this Lease have been duly taken and approved.
- (d) The execution, delivery and performance of this Lease by the Tenant does not and will not: (1) require the consent of any person or entity, (2) violate any legal requirement, (3) conflict with or constitute a breach or violation of (a) the Tenant's articles of organization, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Tenant is bound or affected.
- (e) The Tenant understands and shall comply with Colorado Revised Statutes §18-8-301, et seq. (Bribery and Corrupt Influences) and Colorado Revised Statutes §18-8-401, et seq. (Abuse of Public Office) and that no violation of such statutes has occurred or is occurring.
- (f) No officer or employee of the County has any personal, financial or beneficial interest whatsoever in this Lease or in any operations to be conducted by the Tenant upon the Leased Premises.

ARTICLE XI. DEFAULT AND REMEDIES.

Section 11.01 Events of Default. Any one or more of the following events shall be an "Event of Default":

- (a) The failure of the Tenant to make any payment of Rent or any other payment required to be paid by the Tenant under this Lease when and as the same shall become due and payable, if such failure continues for a period of ten (10) days after written notice thereof from the County to the Tenant;
- (b) The Tenant shall vacate or abandon the Leased Premises; however, as long as no monetary default exists, Rent is being paid and the Tenant is maintaining the insurance described in Article VII above, vacation or abandonment of the Leased Premises shall not constitute a default;
- (c) The Tenant shall fail to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease other than those referred to in the foregoing Sections 11.01(a) and (b), and the Tenant fails to remedy the same within thirty (30) days after the County has given the Tenant written notice specifying such default or such additional period, if any, as may be reasonably required to cure the failure if the failure reasonably cannot be cured within a thirty (30) day period, provided the Tenant commences to cure such default within thirty (30) days after receipt of notice and thereafter diligently pursues such cure to completion;
- (d) The Tenant fails to vacate the Leased Premises upon the termination of a hold-over term in accordance with Section 11.03 of this Lease; or
- (e) The making by the Tenant of any general arrangement or assignment for the benefit of creditors; (ii) the filing by the Tenant of a voluntary petition in bankruptcy under Title 11 U.S.C. or the filing of an involuntary petition against the Tenant which remains uncontested for a period of sixty (60) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of the Tenant's assets located at the Leased Premises or of the Tenant's interest in this Lease; or (iv) the attachment, execution or other judicial seizure of substantially all of the Tenant's assets located at the Leased Premises or of the Tenant's interest in this Lease, provided, however, in the event that any provisions of this Section 11.01(e) is contrary to any applicable law, such provision shall be of no force or effect.

Section 11.02 Remedies. Upon the occurrence of an Event of Default, the County shall have the option to (i) institute suit against the Tenant to collect Rent or other sum as it becomes due or to enforce any obligation under this Lease, (ii) terminate this Lease, (iii) terminate the Tenant's right to possession without terminating this Lease, or (iv) cure the Event of Default on behalf of the Tenant. If County cures an Event of Default on behalf of the Tenant, the Tenant shall, on demand and as Additional Rent, reimburse the County for the County's expenses incurred thereby including the costs of removing and storing the Tenant's or any other occupant's property. All past due payments required of the Tenant hereunder shall bear interest from the date due until paid at the lesser of ten percent (10%) per annum or the maximum lawful rate of interest. If the County terminates either this Lease or the Tenant's right to possession of the Leased Premises, the Tenant will immediately surrender the Leased Premises to the County. If the Tenant fails to surrender the Leased Premises, the County may enter upon and take possession of the Leased Premises and expel or remove the Tenant and any other person who may be occupying the Leased Premises or any part thereof. Any termination

only of the Tenant's right to possession of the Leased Premises will not relieve the Tenant of the Tenant's obligation to pay the Rent under this Lease. The County shall use reasonable efforts to mitigate any damages incurred by the County and to re-let the Leased Premises. In determining the amount of loss which the County suffers by reason of termination of this Lease, allowance shall be made for the expense of repossession and any necessary repairs, but not for any remodeling undertaken by the County following repossession. Except as provided otherwise in this Lease, the County shall have the option to terminate all or a portion of this Lease upon default by the Tenant, and in addition to, or in lieu thereof, the County may seek any relief available to it at law or in equity. Nothing in this Lease shall be deemed a restriction or waiver of any right or remedy that either party may have at law or equity for any breach or default by either party.

Section 11.03 Surrender and Holding Over. Upon the expiration or earlier termination of this Lease, the Tenant shall quit and surrender the Leased Premises in generally good and serviceable condition, reasonable wear and tear excepted. Thereafter, the County shall have the right to enter and take possession of the Leased Premises, with or without process of law and without liability for trespass. Holding over or failure to vacate the Leased Premises at the end of the initial Term or any Extended Term shall not be construed to be the granting or exercise of any additional term. Any holding over after the expiration of the initial Term or any Extended Term without the written consent of the County shall be construed to be a month-to-month tenancy at sufferance, at one hundred fifty percent (150%) of the Annual Rent payable during the last month of the Term or the Extended Term thereof, whichever is applicable (prorated on a monthly basis, the "Holdover Rent"), but shall otherwise be subject to all of the terms and conditions of this Lease. Notwithstanding anything to the contrary contained in this Section, the Tenant shall not be deemed to be holding over the Premises in the event that both parties are engaged in good faith negotiations to extend the term of the Lease. The County and the Tenant each agree to give the other party written notice at least thirty (30) days prior to the last day of a monthly term to terminate this holdover tenancy. In the event the Tenant does not vacate the Premises thirty (30) days after County's notice terminating the holdover tenancy and the County re-lets the Leased Premises to a new tenant with a lease term commencing after the date the Tenant is required to vacate the Leased Premises, such failure shall be an Event of Default under Section 11.01 of this Lease.

Section 11.04 Performance of Covenants. If the Tenant is in default in the performance of any covenant or condition required to be performed by it, the County may, without notice, perform such covenant or condition for the account and at the expense of the Tenant. Such expense may include reasonable attorney's fees in prosecuting or defending any action or proceeding instituted by reason of default of the Tenant, and the Tenant shall promptly reimburse the County for the amount of such expense.

Section 11.05 Title to Leased Premises & Improvements. Any fixtures or improvements erected or constructed on the Leased Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written consent of the County. Title to the Leased Premises and improvements is and shall remain vested in the County. All of the Tenant's moveable personal property located in or on the Leased Premises shall remain the property of the Tenant. The Tenant shall have the right at any time during the term of this Lease and upon expiration or termination, to remove all such equipment and property;

provided that the Tenant is not in default of its obligations under the Lease. If the Tenant has been provided with notice of default or breach under this Section 11, the Tenant shall not be entitled to remove any of the Tenant's personal property from the Leased Premises until such default has been cured. Any property affixed to the Leased Premises so that the same may not be removed without material damage to the Leased Premises shall not be removed by the Tenant at any time, but shall become the property of the County upon expiration or earlier termination of this Lease.

Section 11.06 Payments Received After Termination. No payment received by the County from the Tenant after the termination of this Lease or after the giving of a notice of termination, shall reinstate, continue or extend the Term or any Renewal Term or affect any prior termination notice delivered to the Tenant. The parties agree that after (1) delivery of a notice of termination, (2) commencement of an action for repossession or (3) final judgment that grants the County possession of the Leased Premises, the County may receive and collect any amounts past due and owing under the terms of this Lease, and the collection of such amounts shall not waive any notice previously given or waive such action or judgment.

ARTICLE XII. ASSIGNMENT AND SUBLETTING

Section 12.01 Transfers and Assignments by the Tenant. Except as provided below, the Tenant shall not, without the prior written consent of the County: (a) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law; (b) permit any other person or entity to become the Tenant hereunder by merger, consolidation or other reorganization; (c) if the Tenant is an entity other than a corporation whose stock is public traded, permit the transfer of an ownership interest in the Tenant that results in a change in current control of the Tenant; (d) grant any license, concession, or other right of occupancy of any portion of the Leased Premises; or (e) use or permit the use of the Leased Premises by any parties other than the Tenant (any of the prior described events in Section 12.01 (a to e) being a "Transfer"). Any Transfer of this Lease shall require that the Transfer is to (i) a transferee who is commercially reasonable and acceptable to the County; and (ii) the use and occupancy of the Leased Premises and any improvement following the Transfer remains substantially the same as contemplated by this Lease. The Tenant shall provide copies to the County of any and all documents or instruments that effect a Transfer of the Premises. No Transfer shall release the Tenant from its obligations under this Lease, but rather the Tenant and the transferee shall be jointly and severally liable.

Section 12.02 Subleasing. The Tenant shall not have the right to sublease property within the Leased Premises without the written consent of the County.

Section 12.03 Successors to County. The rights and obligations of the County under this Lease may be assigned by the County at its option and without the consent of the Tenant.

ARTICLE XIII. ABANDONMENT

Section 13.01 Abandonment/Vacation of the Premises. If Tenant abandons or vacates the Leased Premises before the end of the Term (or any renewal or extension thereof), the County may enter the Leased Premises, remove fixtures and personal property of the Tenant and re-let the Leased Premises as it sees fit without terminating this Lease. In addition, the County may

make any repairs, changes, alterations or additions to the Leased Premises as may be necessary or desirable for the purpose of re-letting. If the County cannot obtain rent from such re-letting (after payment of all costs and expenses, including payment of Rent accruing from the date of abandonment) in an amount equivalent to the Rent, then Tenant shall be liable for any such deficiency. If the Tenant neglects to retrieve its personal property from Leased Premises upon abandonment or upon termination or expiration of the Lease, the County may remove and store such personal property (without liability to the Tenant for risk of loss), and the Tenant agrees to reimburse the County on demand, for any and all expenses incurred in such removal and storage, including court costs, attorney's fees and storage charges for the period of time such property remains in storage. The County may, after thirty (30) days' notice to the Tenant, sell such property, in whole or in part, at private sale and without legal process, and apply the proceeds of such sale towards any amounts due from the Tenant to the County and render the surplus, if any, to the Tenant.

ARTICLE XIV. OBLIGATIONS OF THE COUNTY

Section 14.01 Quiet Enjoyment. The Tenant shall be entitled to quiet enjoyment of the Leased Premises and County will not interfere with that right, as long as the Tenant pays Rent in a timely manner and performs all other obligations under this Lease. The Tenant acknowledges that its right to enjoy the Leased Premises is subject to the use of the surrounding property for industrial and commercial purposes with the accompanying industrial and commercial noises, odors, smoke, and the danger and nuisance thereof. **EMINENT DOMAIN; CONDEMNATION**

Section 15.01 General. If the Leased Premises (or a substantial part thereof) are taken in eminent domain, or are conveyed under threat of condemnation proceedings ("a Taking"), then this Lease shall forthwith terminate upon such taking as if the Term expired at the time of such Taking; provided that Rent and any other amounts due under this Lease shall be paid to the County by the Tenant as of the date of such taking.

Section 15.02 Partial Taking – Tenant's Rights. If any part of the Leased Premises becomes subject to a Taking and such Taking will prevent the Tenant from conducting its business in the Leased Premises in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than one hundred eighty (180) days, then the Tenant may terminate this Lease as of the date of such Taking by giving written notice to the County within 30 days after the Taking, and Rent shall be apportioned as of the date of such Taking. If the Tenant does not terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Leased Premises rendered untenable by the Taking.

Section 15.03 Partial Taking – County's Rights. If any material portion, but less than all, of the Building becomes subject to a Taking, then the County may terminate this Lease by delivering written notice thereof to the Tenant within thirty (30) days after such Taking, and Rent shall be apportioned as of the date of such Taking. If the County does not terminate this

Lease, then Rent shall be abated on a reasonable basis as to that portion of the Leased Premises rendered untenable by the Taking.

Section 15.04 Award. If an award is made for a taking of the Leased Premises in condemnation proceedings, the County is entitled to all amounts awarded or paid for such Taking; provided, however, the Tenant may separately pursue a claim (to the extent it will not reduce the County's award) against the condemner for the value of the Tenant's personal property which the Tenant is entitled to remove under this Lease, moving costs, loss of business and other claims it may have.

ARTICLE XVI. COMPLIANCE WITH LAWS; ADDITIONAL RULES

Section 16.01 Compliance with Laws. Both parties hereto shall observe and comply with all applicable laws, including but not limited to federal, state and local laws, regulations, rules, ordinances, policies, and standards, including but not limited to any County land use or development regulations, all as may be amended from time to time.

Section 16.02 Additional Rules. The Tenant, its officers, employees, agents and invitees shall comply with the following:

- (a) Sidewalks, entries, passages and stairways shall not be obstructed in any manner, this shall include prompt removal of all snow from any walkways, drives, porches, sidewalks and parking areas that serve the Leased Premises.
- (b) The Leased Premises shall be maintained at all times in a clean, sanitary and attractive condition with all rubbish, garbage and other waste properly contained and disposed of to appropriate refuse facilities.
- (c) Items, which may constitute a hazard or danger to the any person or property, shall not be moved into the Leased Premises.
- (d) Antennas, satellite dishes and other equipment may not be erected or installed on the Leased Premises without the prior written consent of the County.
- (e) All appliances, utilities and fixtures shall be properly operated and used, restrooms are not to be used for any purpose other than that for which they are intended, and any damage resulting to any appliance, utility or fixture from the Tenant's misuse shall be paid by the Tenant.
- (f) Animals, except qualified services animals, are prohibited in the Leased Premises and in the Building.
- (g) The Tenant shall not play loud music or cause other nuisances that disturb the occupants or adjoining tenants or other parties in the Building.
- (h) The Tenant shall obtain the written consent of the County prior to installing or changing locks on doors of the Leased Premises. If locks are changed or installed, it shall be accomplished at the Tenant's sole expense, the Tenant shall provide copies of new keys

to the County.

- (i) The Tenant must obtain the prior written consent of the County for installation of, change to or temporary installation of any objects along the exterior of the Leased Premises or Building.
- (j) Tenant shall not deface the walls, ceilings, partitions or floors of the Leased Premises or of the Building. The Tenant shall pay for any defacement, damage or injury caused by the Tenant, its agents, employees or invitees.
- (k) The County may institute such other rules and regulations as in its reasonable judgment may be necessary or desirable for the safety, care and preservation of the Leased Premises and the Building.

ARTICLE XVII. COMPLIANCE WITH LAWS

Section 17.01 Taxes. The Tenant is responsible for all taxes assessed against the Tenant's personal property located upon the Leased Premises during the term of this Lease and any sales or other taxes that may be assessed in connection with Tenant's use of the Leased Premises.

Section 17.02 Non-Discrimination. The Tenant and its successor and assigns shall comply with pertinent statutes, executive orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, religion, sexual orientation, political affiliation or disability be excluded from participating in any activity conducted that is directly or indirectly related to this Lease. The Tenant shall use the Leased Premises in compliance with all requirements imposed by or pursuant to Title 49, Part 21 of the Regulations of the Office of the Secretary of Transportation, the Colorado Anti-Discrimination Act of 1957 and any other laws and regulations respecting discrimination, all as may be amended from time to time. The Tenant and County shall comply with any enforcement procedures as may be demanded by any authority for the purposes of complying with such laws and regulations.

Section 17.03 Agreements with Other Governmental Authorities. This Lease shall be subject to the provisions and requirements of any existing or future agreement between the County and the United States or the State of Colorado.

Section 17.04 Energy Conservation Requirements. The Tenant agrees to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

Section 17.05 Fair Labor Standards Act Requirements. The Tenant shall comply with the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text herein. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Tenant has full responsibility to monitor compliance to the referenced statute or regulation. The Tenant must

address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Section 17.06 Occupational Safety and Health Act of 1970 Requirements. The Tenant shall comply with the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Tenant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Tenant retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Tenant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Section 17.07 Clean Air and Water Pollution Control Requirements. The Tenant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Tenant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA). The Tenant must include this requirement in all contracts and subcontracts relating to the Leased Premises that exceeds \$150,000.

Section 17.08 Construction by the County. From time to time, it may be necessary for the County to carry out extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair to the Building and adjacent County Buildings, which programs may inconvenience or temporarily interrupt the Tenant’s operations. The County shall give the Tenant at least seven (7) days’ notice prior to commencement of such construction only in the event that such construction must necessarily commence in seven (7) days due to the emergency nature of the situation; in all other cases, the County must give the Tenant not less than thirty (30) days prior notice. The County shall use commercially reasonable efforts to minimize any interruption of the Tenant’s use of the Leased Premises as permitted under this Lease. The Tenant acknowledges and agrees that such construction may require the Tenant to take a longer route to its Leased Premises during construction.

ARTICLE XVIII. MISCELLANEOUS

Section 18.01 County Representative. The Assistant County Manager for Operations and Sustainability and the County Manager, as appointed by the Gunnison Board of County Commissioners, each acting independent of the other, shall be a County Representative for purposes of this Lease.

Section 18.02 Force Majeure. A party shall not be deemed in violation of this Lease (excluding payment obligations) if such party is prevented from performing any of its obligations by reason of, boycott, embargo, act of nature, act of God, pending litigation or legal proceedings or any other circumstance which is beyond its reasonable control and conditioned on the other party providing reasonable written notice to the other of the circumstance and taking commercially reasonable actions to mitigate any such impact.

Section 18.03 Brokerage. Neither the County nor the Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease. The Tenant shall indemnify, defend and hold the County harmless from and against all costs, expenses, attorneys' fees, liens and other liability for commissions or compensation claimed by any broker or agent claiming the same, by, through or under the Tenant. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

Section 18.04 Headings. The Section headings contained in this Lease are for convenience in reference and are not intended to define or limit the scope of any provision.

Section 18.05 Time of Essence. Time is of the essence in this Lease.

Section 18.06 Attorneys' Fees. In the event any action or proceeding is brought to take possession of the Leased Premises, breach of any provision of this Lease or to enforce compliance with this Lease for failure to observe any of a party's covenants, the prevailing party shall be awarded reasonable attorneys' fees, expenses and costs.

Section 18.07 Waiver. Waiver by a party of, or the failure of a party to insist upon, the strict performance of any provision of this Lease shall not constitute a waiver of such party's right or prevent such party from requiring the strict performance of any such provision in the future. Any waiver of an obligation, right, term or provision contained in this Lease must be in writing and signed by the party against whom enforcement is sought.

Section 18.08 Limitation of Benefit. There are no third-party beneficiaries of this Lease. Without limiting the generality of the preceding sentence, this Lease does not create in or bestow upon any other person or entity not an express party to this Lease any right, privilege or benefit unless expressly provided in this Lease. This Lease does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not an express party to this Lease.

Section 18.09 Severability. If any provision of this Lease is held invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this Lease.

Section 18.10 Successors. The terms and provisions in this Lease shall extend to and bind the permitted successors and assigns of each party.

Section 18.11 Non-Exclusive Right. Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right. The County reserves the right to grant to others the privilege and right of conducting activities at the Building. The County reserves the right, during the term hereof, to reduce and reallocate space leased for the exclusive use of the Tenant in any case where the failure to do so might reasonably constitute the granting by the County to the Tenant of an exclusive right. Notwithstanding anything contained herein, this Section shall not be construed to permit the interference with the Tenant's right to the

undisturbed, peaceful and quiet enjoyment of the Leased Premises throughout the Term of this Lease.

Section 18.12 Notices. All notices required under this Lease shall be in writing and delivered personally, by email or by first class certified mail, return receipt. If delivered personally, notice shall be deemed given when actually received. If delivered email, notice shall be deemed given upon full transmission of such notice and confirmation of receipt during regular business hours. If delivered by mail, notice shall be deemed given at the date and time indicated on the return receipt. Notice shall be delivered to:

If to Tenant:

Gunnison Valley Regional Housing Authority
202 E. Georgia Ave.
Gunnison, CO 81230
Email: jkermode@gvrha.org

If to the County:

Gunnison County
Attn: John Cattles, Assistant County Manager
200 E. Virginia Ave.
Gunnison, CO 81230
Email: jcattles@gunnisoncounty.org

County Manager's Office
Attn: Matthew Birnie, County Manager
200 E. Virginia Ave.
Gunnison, CO 81230

with a copy to:

Gunnison County Attorney's Office
200 E. Virginia Ave.
Gunnison, CO 81230
Email: mhoyt@gunnisoncounty.org

or to such other address or addresses as the parties may designate in writing.

Section 18.13 Governing Law; Jurisdiction. This Lease shall be governed by, and construed in accordance with, the laws of the State of Colorado without regard to its conflicts of law provisions. The parties submit this Lease and any dispute arising under this lease to the sole and exclusive jurisdiction of the courts in and for Gunnison County, Colorado. Any action to enforce or interpret the provisions of this Lease shall be brought in a court in and for Gunnison County, Colorado.

Section 18.14 Incorporation of Exhibits, Other Documents. The Exhibits and any applicable County ordinances, resolutions or regulations are incorporated by reference into this Lease and made a part of this Lease. In the event of a conflict between this Lease and the applicable County ordinances, resolutions or regulations, the County ordinances, resolutions or regulations shall control.

Section 18.15 Entire Agreement. This Lease embodies the entire agreement between the parties concerning the subject matter and supersedes all prior written or oral conversations, proposals, negotiations, understandings and agreements. This Lease may not be altered or modified in any manner whatsoever except by a writing signed by the parties.

Section 18.16 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties as creating a relationship of principal and agent, partners, joint venturers or any other relationship. It is understood and agreed that neither the method of computation of fees, nor any other provision contained herein, nor any act of a party creates a relationship other than the relationship of County and the Tenant.

Section 18.17 No Waiver of Immunity. Nothing in this Lease shall be deemed a waiver of any protections available to the County under the Colorado Governmental Immunity Act, or any similar statutory provision.

Section 18.18 Counterparts. This Lease may be executed in counterparts, each of which will be deemed an original. Delivery of an executed signature page of this Lease by facsimile or email transmission will constitute effective and binding execution and delivery of this Lease. The County and the Tenant agree to allow the use of electronic signatures for execution of this Lease. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

[Signatures appear on following page.]

The parties have executed this Commercial Lease Agreement as of the Effective Date listed above.

LANDLORD:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON,

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

TENANT:

Gunnison Valley Regional Housing
Authority

By: _____
Director

EXHIBIT A
LEASED PREMISES DESCRIPTION
(APPROXIMATE)

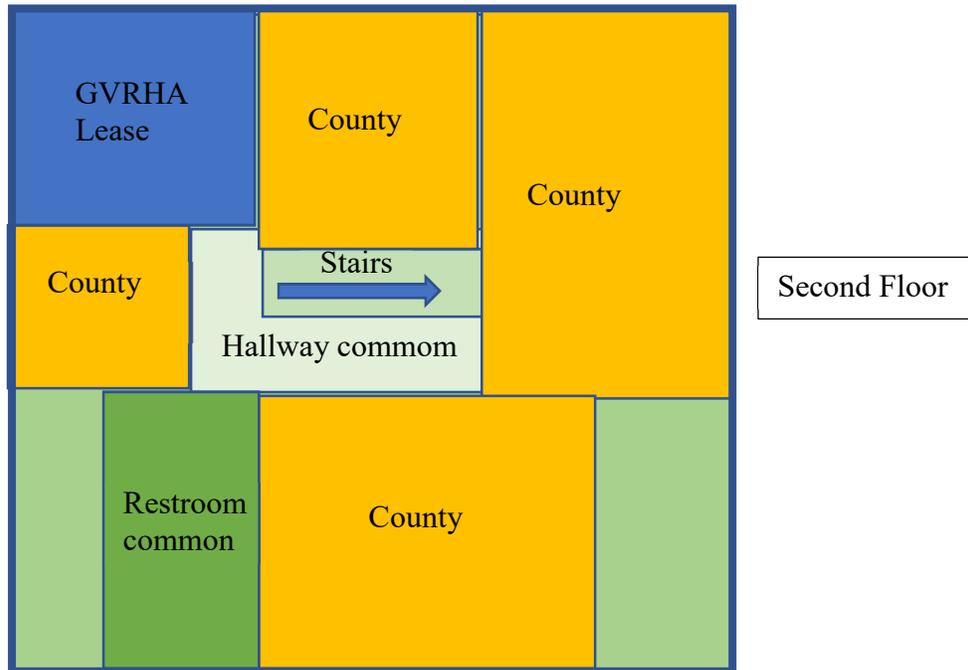
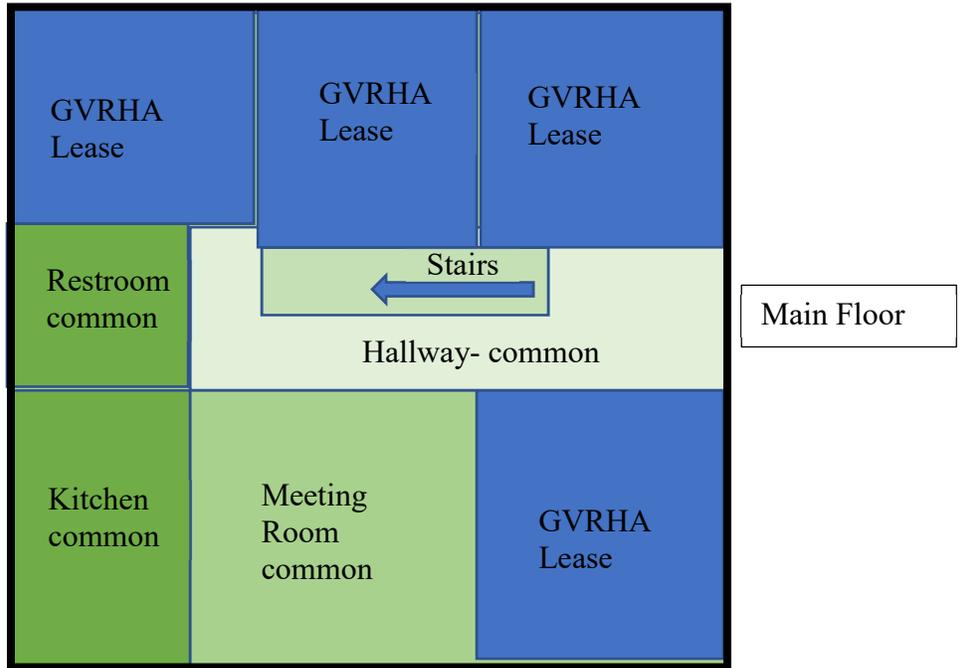


EXHIBIT B

EXISTING FIXTURES, FURNISHINGS, EQUIPMENT

- None

The parties have executed this Commercial Lease Agreement as of the Effective Date listed above.

LANDLORD:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON,

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

TENANT:

Gunnison Valley Regional Housing
Authority

By: 
Jennifer Kermode, Director

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement to Disburse Health Res

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Gunnison County has applied for and received a federal grant from the United States Department of Health and Human Services Health Resources and Services Administration. The Sub-Recipient desires to provide services for the purpose of increasing access to COVID-19 vaccinations

Fiscal Impact: 72,000

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 3/2/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 3/2/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/4/2022

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 3/15/2022

Intergovernmental Agreement to Disburse HRSA Grant Monies to Increase COVID-19 Vaccine Access

This Intergovernmental Agreement to Disburse HRSA Grant Monies to Increase COVID-19 Vaccine Access, hereinafter referred to as the “Agreement”, is made and entered into between the Board of County Commissioners of Gunnison County, hereinafter referred to as “Gunnison County” or “Grant Recipient”, and the Board of County Commissioners of San Miguel County, hereinafter known as “Grant Sub-Recipient”, which are organized under and by virtue of the laws of the State of Colorado, and are collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, each of the Parties is authorized by C.R.S. 29-1-201 *et seq.* to cooperate and contract with one another to provide services or facilities lawfully authorized to each of the cooperating or contracting parties, including the sharing of costs; and

WHEREAS, the Parties previously signed an Intergovernmental Agreement creating the collaborative body known as West Central Public Health Partnership in order to protect the people and environment within each of the respective counties and to promote health and prevent disease, which will result in optimal health for all the citizens of our respective Counties; and

WHEREAS, Gunnison County has applied for and received a federal grant from the United States Department of Health and Human Services Health Resources and Services Administration (HRSA) pursuant to HRSA-21-140 for the purpose of enhancing local community-based workforces to increase access to COVID-19 vaccinations; and

WHEREAS, Gunnison County received a Notice of Award from HRSA on July 21, 2021 under FAIN# G3242612 and award number 1 G32HS42612-01-00, hereinafter referred to as “Notice of Award”; and

WHEREAS, the Sub-Recipient desires to provide services for the purpose of increasing access to COVID-19 vaccinations in San Miguel County; and

WHEREAS, Gunnison County desires to engage the Grant Sub-Recipient to provide Services as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix “A” (“Services”).

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

AGREEMENT

1. OBLIGATION OF THE PARTIES.

The Parties shall perform their respective obligations as set forth in this Agreement and the Notice of Award.

Grant Sub-Recipient shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth on Appendix "A". All Services shall be performed in a timely manner and in accordance with generally accepted standards for Grant Sub-Recipient's health department and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof.

2. STATUTORY OBLIGATIONS.

Each Party hereto shall meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.

3. TERM.

The term of this Agreement shall commence on the date both Parties have signed and executed this Agreement and shall terminate on July 30, 2022, unless sooner terminated or replaced as provided herein. However, this Agreement may include reimbursement for Grant Sub-Recipient's work performed beginning on January 1, 2022 which is prior to the executed date of this Agreement, in accordance with funds availability pursuant to the July 21, 2021 Notice of Award.

4. STRATEGIC RESULT.

Execution of this Agreement will assist the Parties to promote optimal community and family health, safety and wellbeing through enhancing local community-based workforces to increase COVID-19 vaccine access.

5. AWARD OF GRANT MONIES.

- a. AWARD. The total amount of the award to Grant Sub-Recipient is seventy-two thousand dollars (\$72,000). Payment shall be made by Grant Recipient to Grant Sub-Recipient within 15 days of receipt of an invoice.
- b. USE OF AWARD. Grant Sub-Recipient shall use the award, and any income earned on the award funds, for the purpose of enhancing local community-based workforces to increase COVID-19 vaccine access. Grant Sub-Recipient will manage the award funds in accordance with applicable law, this Agreement, and the Notice of Award.
- c. REVERSION OF AWARD FUNDS. Grant Sub-Recipient will return to Grant Recipient any unexpended funds at the close of the Term. Award funds shall also be promptly returned if the Grant Recipient determines that Grant Sub-Recipient is not performing in accordance with applicable law, this Agreement, or the Notice of Award.

6. REPORTS AND RECORDS.

- a. REPORTS. Grant Recipient shall compile all requisite monthly progress report information from Grant Sub-Recipient and shall submit monthly progress reports pursuant to the Reporting Requirements of the Notice of Award. Grant Sub-Recipient shall comply with the Reporting Requirements of the Notice of Award by sending reports to the Grant Recipient at the end of each Reporting Period.
- b. RECORDS RETENTION. The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Grant Sub-Recipient shall make such records available at Grant Recipient's request during the Term and for four (4) years after the termination or expiration of this Agreement.

7. INDEPENDENT ENTITIES.

The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. In carrying out its obligations and activities under this Agreement, Grant Sub-Recipient is acting as an independent government and not as an agent, partner, joint venture or employee of Gunnison County. Grant Sub-Recipient does not have any authority to bind Gunnison County in any manner whatsoever.

Grant Sub-Recipient acknowledges and agrees that Grant Sub-Recipient is not

entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.

8. INDEMNIFICATION.

The Parties acknowledge that each are governmental entities that may not be permitted under current Colorado law to indemnify another entity, and further acknowledge that each party's agreement to indemnify the other is limited by applicable constitutions, statutes and case law. As such, to the extent authorized by law, and consistent with the requirements of C.R.S. §§ 29-5-108; 29-5-109, and the Colorado Governmental Immunity Act (C.R.S. § 24-10-101 et seq.), the Grant Sub-Recipient hereby agrees to indemnify and hold Grant Recipient, 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 Grand Sub-Recipient or its employees, subcontractors or agents in connection with this Agreement. No term or condition in this Agreement shall constitute a waiver of any provision of the Colorado Governmental Immunity Act by either Party.

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. ASSIGNMENT.

This Agreement shall not be assigned by any Party without the prior written consent of the other Party. Any assignment without such consent will be ineffective and void and will be cause for termination of this Agreement.

10. TERMINATION.

The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, a Party, in its discretion, may terminate its participation in the Agreement, in whole or in part, upon written notice to the other Party. Each Party also has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Parties.

11. MISCELLANEOUS.

- a. 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.
- b. 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.
- c. 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.
- d. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by the Parties of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.
- e. 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.
- f. STATUTES, REGULATIONS, AND OTHER AUTHORITY. Any reference in this Agreement or the Notice of Award to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.
- g. INUREMENT. The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
- h. SURVIVAL. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
- i. WAIVER OF RIGHTS AND REMEDIES. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

- j. NO THIRD-PARTY BENEFICIARIES. 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 Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
- k. EXECUTION BY COUNTERPARTS; ELECTRONIC SIGNATURES AND RECORDS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.* The 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.
- l. AUTHORITY TO EXECUTE. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

12. NOTICES.

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

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

With a copy to: Board of County Commissioners

of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

San Miguel County: County Manager
San Miguel County
PO Box 1170
Telluride, CO 81435
Phone: 970-728-3844

With a copy to: County Attorney
San Miguel County
PO Box 1170
Telluride, CO 81435
Phone: 970-728-3879

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.

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 be in the State of Colorado District Court, Gunnison County, Colorado.

14. 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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF SAN MIGUEL, COLORADO

By: _____

Kris Holstrom, Chairperson

By: _____

Lance Waring, Commissioner

By: _____

Hilary Cooper, Commissioner

ATTEST:

Deputy Clerk

APPENDIX "A"

SCOPE OF SERVICES

Grant Sub-Recipient shall perform and provide the following services:

- 1) Hire Community Health Workers (CHW) to perform the following activities:
 - a. Perform outreach to vulnerable populations on COVID-19 vaccination opportunities and related resources.
 - b. Connect vulnerable populations to clinics and agencies providing COVID-19 vaccination services, assisting to make appointments as necessary, and identifying resources to address barriers, such as transportation.
 - c. Outreach will occur by phone, at in-person events, or consist of other activities that meet the needs of the community.
 - d. Promote COVID-19 vaccination resources, including distributing fliers, or other COVID-19 related material relevant to the county served, including utilizing social media platforms.
 - e. Attend at least 10 vaccination clinics (events) in ____ County through the course of the contract in partnership with organizations offering vaccination.
 - f. Connect organizations offering vaccinations with events that vulnerable populations will attend.
 - g. Utilize HRSA survey instruments to measure progress, including survey of CHW, survey on outreach activities, and individual survey of vaccinated clients.
 - h. Connect with other regional CHWs quarterly by phone or video conference, as provided by regional Staff.
- 2) Invoicing will occur by the 15th of the month following and will include documentation of expenses and documentation required by the Reporting Requirements of the Notice of Award. Documentation of expenses will include:
 - a. Timesheets, invoices, receipts, travel forms with mileage (not to exceed Federal mileage rate), gift card monitoring forms.
- 3) Quarterly check-ins with HRSA Project Manager will be attended by Grant Sub-Recipient in order to discuss progress and any challenges.

Gunnison County will:

- 1) Review monthly invoices and documentation for accuracy and notify Grant Sub-Recipient within 7 days of receiving invoice of any questions. Upon receiving complete and accurate invoices with documentation, Gunnison County will pay

Grant Sub-Recipient within 15 days of review and receipt of accurate invoice and documentation.



Recipient Information

- 1. Recipient Name**
GUNNISON, COUNTY OF
200 E Virginia Ave
Gunnison, CO 81230-2248
- 2. Congressional District of Recipient**
03
- 3. Payment System Identifier (ID)**
[REDACTED]
- 4. Employer Identification Number (EIN)**
[REDACTED]
- 5. Data Universal Numbering System (DUNS)**
[REDACTED]
- 6. Recipient's Unique Entity Identifier**
- 7. Project Director or Principal Investigator**
Margaret Wacker
mwacker@gunnisoncounty.org
(970)641-7913
- 8. Authorized Official**
Matthew Birnie
mbirnie@gunnisoncounty.org

Federal Agency Information

- 9. Awarding Agency Contact Information**
Ernsley P Charles
Grants Management Specialist
Office of Federal Assistance Management (OFAM)
Division of Grants Management Office (DGMO)
ECharles@hrsa.gov
(301) 443-8329
- 10. Program Official Contact Information**
Deborah Medina
Project Officer
Healthcare Systems Bureau (HSB)
DMedina@hrsa.gov
(301) 443-0582

Federal Award Information

- 11. Award Number**
1 G32HS42612-01-00
- 12. Unique Federal Award Identification Number (FAIN)**
G3242612
- 13. Statutory Authority**
Section 2501 of Public Law 117-2 (American Rescue Plan Act of 2021); Section 311(a) of the Public Health Service (PHS) Act (42 USC §243).
- 14. Federal Award Project Title**
Local Community-Based Workforce to Increase COVID-19 Vaccine Access
- 15. Assistance Listing Number**
93.011
- 16. Assistance Listing Program Title**
National Organizations for State and Local Officials
- 17. Award Action Type**
New
- 18. Is the Award R&D?**
No

Summary Federal Award Financial Information

19. Budget Period Start Date 07/31/2021 - End Date 07/30/2022	
20. Total Amount of Federal Funds Obligated by this Action	\$999,999.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	
21. Authorized Carryover	\$0.00
22. Offset	\$0.00
23. Total Amount of Federal Funds Obligated this budget period	\$999,999.00
24. Total Approved Cost Sharing or Matching, where applicable	\$0.00
25. Total Federal and Non-Federal Approved this Budget Period	\$999,999.00
26. Project Period Start Date 07/31/2021 - End Date 07/30/2022	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$999,999.00

- 28. Authorized Treatment of Program Income**
Addition
- 29. Grants Management Officer – Signature**
Tammy Ponton on 07/21/2021

30. Remarks



Notice of Award
Award Number: 1 G32HS42612-01-00
Federal Award Date: 07/21/2021

Healthcare Systems Bureau (HSB)

<p>31. APPROVED BUDGET: (Excludes Direct Assistance)</p> <p><input checked="" type="checkbox"/> Grant Funds Only <input type="checkbox"/> Total project costs including grant funds and all other financial participation</p> <table style="width:100%; border-collapse: collapse;"> <tr><td>a. Salaries and Wages:</td><td style="text-align: right;">\$261,580.00</td></tr> <tr><td>b. Fringe Benefits:</td><td style="text-align: right;">\$93,600.00</td></tr> <tr><td>c. Total Personnel Costs:</td><td style="text-align: right;">\$355,180.00</td></tr> <tr><td>d. Consultant Costs:</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>e. Equipment:</td><td style="text-align: right;">\$82,000.00</td></tr> <tr><td>f. Supplies:</td><td style="text-align: right;">\$1,000.00</td></tr> <tr><td>g. Travel:</td><td style="text-align: right;">\$5,000.00</td></tr> <tr><td>h. Construction/Alteration and Renovation:</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>i. Other:</td><td style="text-align: right;">\$20,354.00</td></tr> <tr><td>j. Consortium/Contractual Costs:</td><td style="text-align: right;">\$472,112.00</td></tr> <tr><td>k. Trainee Related Expenses:</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>l. Trainee Stipends:</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>m. Trainee Tuition and Fees:</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>n. Trainee Travel:</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>o. TOTAL DIRECT COSTS:</td><td style="text-align: right;">\$935,646.00</td></tr> <tr><td>p. INDIRECT COSTS (Rate: % of S&W/TADC):</td><td style="text-align: right;">\$64,353.00</td></tr> <tr><td>q. TOTAL APPROVED BUDGET:</td><td style="text-align: right;">\$999,999.00</td></tr> <tr><td> i. Less Non-Federal Share:</td><td style="text-align: right;">\$0.00</td></tr> <tr><td> ii. Federal Share:</td><td style="text-align: right;">\$999,999.00</td></tr> </table> <p>32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:</p> <table style="width:100%; border-collapse: collapse;"> <tr><td>a. Authorized Financial Assistance This Period</td><td style="text-align: right;">\$999,999.00</td></tr> <tr><td>b. Less Unobligated Balance from Prior Budget Periods</td><td></td></tr> <tr><td> i. Additional Authority</td><td style="text-align: right;">\$0.00</td></tr> <tr><td> ii. Offset</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>c. Unawarded Balance of Current Year's Funds</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>d. Less Cumulative Prior Award(s) This Budget Period</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</td><td style="text-align: right;">\$999,999.00</td></tr> </table>	a. Salaries and Wages:	\$261,580.00	b. Fringe Benefits:	\$93,600.00	c. Total Personnel Costs:	\$355,180.00	d. Consultant Costs:	\$0.00	e. Equipment:	\$82,000.00	f. Supplies:	\$1,000.00	g. Travel:	\$5,000.00	h. Construction/Alteration and Renovation:	\$0.00	i. Other:	\$20,354.00	j. Consortium/Contractual Costs:	\$472,112.00	k. Trainee Related Expenses:	\$0.00	l. Trainee Stipends:	\$0.00	m. Trainee Tuition and Fees:	\$0.00	n. Trainee Travel:	\$0.00	o. TOTAL DIRECT COSTS:	\$935,646.00	p. INDIRECT COSTS (Rate: % of S&W/TADC):	\$64,353.00	q. TOTAL APPROVED BUDGET:	\$999,999.00	i. Less Non-Federal Share:	\$0.00	ii. Federal Share:	\$999,999.00	a. Authorized Financial Assistance This Period	\$999,999.00	b. Less Unobligated Balance from Prior Budget Periods		i. Additional Authority	\$0.00	ii. Offset	\$0.00	c. Unawarded Balance of Current Year's Funds	\$0.00	d. Less Cumulative Prior Award(s) This Budget Period	\$0.00	e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$999,999.00	<p>33. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">YEAR</th> <th>TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">Not applicable</td> </tr> </tbody> </table> <p>34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)</p> <table style="width:100%; border-collapse: collapse;"> <tr><td>a. Amount of Direct Assistance</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>b. Less Unawarded Balance of Current Year's Funds</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>c. Less Cumulative Prior Award(s) This Budget Period</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION</td><td style="text-align: right;">\$0.00</td></tr> </table> <p>35. FORMER GRANT NUMBER</p> <p>36. OBJECT CLASS 41.91</p> <p>37. BHCNIS#</p>	YEAR	TOTAL COSTS		Not applicable	a. Amount of Direct Assistance	\$0.00	b. Less Unawarded Balance of Current Year's Funds	\$0.00	c. Less Cumulative Prior Award(s) This Budget Period	\$0.00	d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$0.00
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<p>38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS:</p> <p>a. The program authorizing statute and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.</p>																																																																	
<p>39. ACCOUNTING CLASSIFICATION CODES</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:15%;">FY-CAN</th> <th style="width:15%;">CFDA</th> <th style="width:20%;">DOCUMENT NUMBER</th> <th style="width:15%;">AMT. FIN. ASST.</th> <th style="width:15%;">AMT. DIR. ASST.</th> <th style="width:15%;">SUB PROGRAM CODE</th> <th style="width:20%;">SUB ACCOUNT CODE</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">21 - 388CWVO</td> <td style="text-align: center;">93.011</td> <td style="text-align: center;">21G32HS42612C6</td> <td style="text-align: right;">\$999,999.00</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">21G32HS42612C6</td> </tr> </tbody> </table>		FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE	21 - 388CWVO	93.011	21G32HS42612C6	\$999,999.00	\$0.00	N/A	21G32HS42612C6																																																		
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HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. 45 CFR Part 75 applies to all federal funds associated with the award. Part 75 has been effective since December 26, 2014. All references to prior OMB Circulars for the administrative and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75.
2. As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, recipients must report information for each subaward of \$30,000 or more in Federal funds and executive total compensation, as outlined in Appendix A to 2 CFR Part 170. You are required to submit this information to the FFATA Subaward Reporting System (FSRS) at <https://www.fsr.gov/> by the end of the month following the month in which you awarded any subaward. The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <https://www.hrsa.gov/grants/ffata.html>.
3. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under “Expanded Authority,” as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See “Prior-Approval Requirements” in the DHHS Grants Policy Statement: <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>
4. The funds for this award are in a sub-account in the Payment Management System (PMS). This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. Access to the PMS account number is provided to individuals at the organization who have permissions established within PMS. The PMS sub-account code can be found on the HRSA specific section of the NoA (Accounting Classification Codes). Both the PMS account number and sub-account code are needed when requesting grant funds. **Please note that for new and competing continuation awards issued after 10/1/2020, the sub-account code will be the document number.**
You may use your existing PMS username and password to check your organizations' account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: <https://pms.psc.gov/grant-recipients/access-newuser.html>. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: <https://pms.psc.gov/find-pms-liaison-accountant.html>.
5. Funds for incentives under this award must not be used to make cash payments such as cash lotteries or cash raffles for engagement of families or participants to get vaccinated. Additionally, gift cards are not to be exchanged for cash, or used to purchase alcohol, tobacco, or weapons.
As the grant recipient, you must have established institutional policies and procedures for providing incentives to project participants. Individual recipients of gift card incentives must sign a statement acknowledging and agreeing to the purpose(s) of and restrictions (unallowable costs) on the incentive.
As the grantee institution, you have the primary responsibility for developing and adhering to your organizational participant incentive policy and maintaining appropriate documentation for each participant gift card. Lastly, it is also the responsibility of the grant recipient to report all grant related costs and it is the responsibility of the sub-recipient to track and report these costs to you as the grant recipient.
6. The terms and conditions in the NOA apply directly to the recipient of HRSA funds. The recipient is accountable for the performance of the project, program, or activity; the appropriate expenditure of funds under the award by all parties; and all other obligations of the recipient, as cited in the NOA. In general, the requirements that apply to the recipient, including public policy requirements, also apply to subrecipients under awards, and it is the recipient's responsibility to monitor the compliance of all funded subrecipients. See 45 CFR § 75.101 Applicability for more details.

Program Specific Term(s)

- Organizations that receive awards from both **HRSA-21-136 Community-Based Workforce for COVID-19 Vaccine Outreach and HRSA-21-140 Local Community-Based Workforce to Increase COVID-19 Vaccine Access** must ensure there is no duplication of effort across the two awards, including programmatic, staffing, and financial separation for auditing purposes. This includes award recipients and sub recipients, as applicable. Contact your HRSA Project Officer with any questions.

Standard Term(s)

- Your organization must comply with all HRSA [Standard Terms](#) unless otherwise specified on your Notice of Award.

Reporting Requirement(s)

- Due Date: Monthly (None) Beginning: Budget Start Date Ending: Budget End Date, due 7 days after end of reporting period.**

The recipient shall submit monthly progress reports on programmatic and management practices. The reports must include both quantitative data and narratives to capture project progress to date. At a minimum, the reports should include:

- Progress on hiring process
 - o Number of community outreach workers hired to date
 - o Number of individuals hired from the communities served by this project
 - o Demographic characteristics (gender/ethnicities/race) of individuals hired
- Number and demographic characteristics (gender/ethnicities/race) of individuals who received assistance under this project
- Number and demographic characteristics (gender/ethnicities/race) of individuals who received vaccine outreach and education information

Note that specific data points may be added or revised during the course of the performance period of the project. HRSA will provide additional information regarding the reporting requirement during the award recipients' kickoff meeting in August.

Monthly reports are due within 7 days following the end of the reporting month.

Reporting Period	EHBs Deadline
July 30, 2021—August 31, 2021 (July 31, 2021-August 31, 2021)	September 7, 2021
September 1, 2021—September 30, 2021	October 7, 2021
October 1, 2021—October 30, 2021	November 7, 2021
November 1, 2021—November 30, 2021	December 7, 2021
December 1, 2021—December 31, 2021	January 7, 2022
January 1, 2022—January 31, 2022	February 7, 2022
February 1, 2022—February 28, 2022	March 7, 2022
March 1, 2022—March 31, 2022	April 7, 2022
April 1, 2022—April 30, 2022	May 7, 2022
May 1, 2022—May 31, 2022	June 7, 2022
June 1, 2022—June 30, 2022	July 7, 2022
July 1, 2022—July 29, 2022 (July 1, 2022—July 30, 2022)	August 7, 2022

- Due Date: Within 60 Days of Project End Date**

The recipient shall submit a final report that includes a description and assessment of the award recipient's use of funds provided under this grant program with a detailed description of activities accomplished. The final report must include both quantitative and narratives that capture the activities accomplished by the award recipient.

The final report is due within 60 days after the project period ends.

- Due Date: Quarter End Date after 90 Days of Budget End Date**

The grantee must submit a Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period. **Effective October 1, 2020, all FFRs will be submitted through the Payment Management System (PMS).** Technical questions regarding the FFR, including system access should be directed to the PMS Help Desk by submitting a ticket through the self-service web portal ([PMS Self-Service Web Portal](#)), or calling 877-614-5533.

The FFR due dates have been aligned with the Payment Management System quarterly report due dates, and will be due 90, 120, or 150 days after the grant project period ends. Please refer to the chart below for the specific due date for your FFR:

Budget Period ends August – October: FFR due January 30
 Budget Period ends November – January: FFR due April 30
 Budget Period ends February – April: FFR due July 30
 Budget Period ends May – July: FFR due October 30

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

Name	Role	Email
Margaret Wacker	Program Director	mwacker@gunnisoncounty.org
Jody Wise	Business Official	jwise@gunnisoncounty.org
Margaret Wacker	Point of Contact	mwacker@gunnisoncounty.org
Matthew Birnie	Authorizing Official	mbirnie@gunnisoncounty.org

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; Blue Ditch Project Grant Applic

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The existing ditch has failed several times following landslides and storm events. The Cimarron Valley and River Watershed Coalition is seeking funding

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/4/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/15/2022

Melanie Bollig

Subject: FW: Request for Letter of Support
Attachments: Big Blue Ditch Commissioner Letter Template Feb 2022.docx

From: kathleencurry@montrose.net <kathleencurry@montrose.net>

Sent: Saturday, February 19, 2022 12:39 PM

To: Jonathan Houck; Elizabeth K. Smith; Roland Mason

Cc: 'Allen Distel'; 'Nicholas Emmendorfer'

Subject: Request for Letter of Support

[EXTERNAL SENDER - USE CAUTION]

Dear Commissioners,

I am writing to request your support for a project that is being proposed on Blue Creek. As you know, when entities apply for Colorado River Water Conservation District Community Funding Partnership grants, it is required that letters of support from the local county commissioners be part of the application package. I have attached a sample letter that could be tweaked if you decide to support the project and am providing a brief explanation of the project below. Thank you for your consideration!

Blue Ditch Diversion Upgrade and Piping Project: The Cimarron Valley and River Watershed Coalition is seeking funding for preliminary project design to identify pipe sizing and diversion structure placement for an existing ditch located upstream on Blue Creek, about 5 miles from Hwy. 50. (This is the ditch you see at the top of Blue Mesa to the south.) The existing ditch diverts water out of the Blue Creek drainage and imports it into the Little Cimarron Drainage.

The existing ditch has failed several times following landslides and storm events. Construction of a new diversion will enable the ditch company to divert only the water needed. The present structure requires the ditch company to push up a dam and divert the whole creek into the ditch, which causes the ditch to fail during storm events and runoff fluctuations. In addition, the proposed project would pipe the ditch thru unstable areas which would greatly reduce the landslides from filling in the ditch and causing it to fail.

Following design, the watershed coalition intends to apply for BOR Watershed funding and will also be seeking Partnership funding along with the "Phase II" grant. These funds are available thru the BOR Comprehensive Watershed Grant. The Bostwick Park Water Conservancy District coordinated the formation of the Cimarron Valley and River Watershed Coalition to help all of the stakeholders improve their delivery systems, reduce O&M, and reduce water losses and improve their efficiency. This is one of the projects that has been identified in order to accomplish the goals of the watershed coalition.

Thank you very much for your consideration. If you have questions regarding the project, please let Allen Distel know, he is copied on this email and is working closely with the applicants. We would greatly appreciate the support of the commissioners for this important project. Mr. Distel's number is 970-249-8707.

Sincerely, Kathleen

Kathleen Curry

54542 US Highway 50

Gunnison, CO 81230

Cell 970-209-5537

kathleencurry@montrose.net



Gunnison County Board of County Commissioners

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

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

March 15, 2022

Colorado River Water Conservation District
Attention: Amy Moyer
Community Funding Partnership Program
201 Centennial Street, Suite 200
Glenwood Springs, Colorado 81601

Re: Blue Ditch Diversion Improvement and Piping Project CFP Application

Dear Ms. Moyer,

We are writing to express our support for the Cimarron Valley and River Watershed Coalition and Big Blue Ditch Company's application for funds to support a project to pipe and improve the Blue Ditch. This project will provide engineering analysis to support the Big Blue Ditch shareholders evaluate and plan for improvements to the ditch and its diversion structure in order to alleviate risks of catastrophic landslides, improve water control, and address unnecessary impacts to the downstream fishery on Blue Creek. In addition, Trout Unlimited will be assisting stakeholders with technical support, outreach, project management, and fundraising.

This project exemplifies the type of multi-beneficial water resource improvement projects that can happen under *community driven* Watershed Management Planning. We believe that the project benefits would break down approximately as follows:

Productive Agriculture (25%) - The ditch, which irrigates about 1900 acres of hay meadows and livestock grazing land, is unimproved and has significant diversion issues. The project will allow for the continued diversion of water for agricultural uses.

Infrastructure (25%) - The risk of slides in the immediate vicinity of the ditch diversion requires a significant O&M investment through both time and capital. Design of durable and resilient infrastructure should reduce these costs and will provide a more reliable diversion for users

Healthy Rivers (25%)- The existing diversion lacks control which leads to over diversion of water and removal of fish. A modified diversion could improve efficiency of diversions better regulate flows in the creek and the ditch and mitigate fish entrainment

Watershed Health and Water Quality (25%)- Diversion infrastructure improvements and piping, could result in healthier flows, fish populations, and reduced sediment impacts on the creek.

The overall goals of the project include the use of innovative water control and monitoring technologies that are not typically applied in high-elevation irrigation scenarios. Implementing

these types of improvements is critical to creating resilient agricultural water use and supporting critical cold water fisheries.

The Gunnison County Board of County Commissioners feels that this project meets the mission and strategic planning goals of the Colorado River District, as well as the vision expressed to Colorado River District constituents when we overwhelmingly voted in support of Ballot Issue 7A. We are confident that the project partners have the expertise and commitment to implement this project. We urge you to give this project your full consideration and support!

Sincerely,

Gunnison County Board of Commissioners

Jonathan Houck, Commissioner

Liz Smith, Commissioner

Roland Mason, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; WellSteps, LLC; A

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: 03/16/2022

Term Ends:

Grant Contract #:

Summary:

This organization would provide the County a partner with the new Employee Wellness Program (i.e. Step Challenge Tracking).

Fiscal Impact: \$843.30 for 54 participants and up to \$1,882 for additional participants at \$6.45 per/person.

Submitted by: Lauren Trautz

Submitter's Email Address: ltrautz@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 3/2/2022

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 3/2/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/4/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/15/2022

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 16th day of March 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein “Gunnison County”) and WellSteps, LLC, whose address is 935 East 900 North, Mapleton, Utah 84664 (herein “Contractor”).

RECITALS

As identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix “A (“Services”).

Gunnison County desires to engage Contractor to provide Services according 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. 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 their subject matter. 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 the date first set forth above and shall terminate on 3/15/2023, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Employee Wellness Program 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 one thousand

eight hundred and eighty-two and No/100 U. S. Dollars (\$1,882). 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 in this Agreement.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Contractor shall 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 coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. 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).

- 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 in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars

(\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. 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. 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.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. 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. 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. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. 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.

For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the County by policy endorsement. 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.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this Agreement. 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.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

6. INDEPENDENT CONTRACTOR.

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

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

7. INDEMNIFICATION.

Contractor irrevocably and unconditionally 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. Further, the County shall not be liable to Contractor 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, and Contractor expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the County reasonably prompt notice of the relevant claim. Contractor 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 Contractor 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 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 by the County, whether express or implied.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

8. 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.

9. 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.

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

11. 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.** 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. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.
- d. **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.
- e. **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.
- f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. **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.
- h. **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.
- i. **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.
- j. **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.

12. DELEGATION AND ASSIGNMENT.

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.

13. 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 provided in this Agreement. 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.

14. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of the Services shall become the sole and exclusive property of the County, and Contractor agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

15. WARRANTIES.

Contractor represents and warrants to the County as follows:

- a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.
- b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
- c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.
- d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.
- e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the 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.

16. 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.

17. 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.

18. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also 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.

19. 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 or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, 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 released from any further obligation to the other.

20. NOTICES.

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

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

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

Contractor: WellSteps, LLC.
935 East 900 North,
Mapleton, Utah 84664

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.

21. GOVERNING LAW.

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

22. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

This Agreement may also be executed by electronic means or signatures. Accordingly, 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.

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 text or instant messages.

23. 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.

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.

24. 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.

25. 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. The parties further acknowledge and understand that all work product or materials 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 WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

COUNTY MANAGER
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

Deputy Clerk

CONTRACTOR
WELLSTEPS

By: 
Jennifer Irvine Co-CEO

Jennifer Irvine Co-CEO

APPENDIX "A"

STATEMENT OF WORK FOR PROVISION OF WELLNESS SERVICES

**PROVIDED TO
GUNNISON COUNTY**

by

WellSteps, LLC

DATE: March 1, 2022

1. Introduction

The purpose of this Statement of Work (SOW) is to detail the tasks and responsibilities of WellSteps, LLC, doing business as WellSteps, LLC (hereinafter, the *Vendor*) and

GUNNISON COUNTY

(hereinafter, the Organization) for the delivery of wellness services. The Organization seeks to contract with the Vendor to implement a worksite wellness solution. The Vendor shall provide a wellness solution to the Organization as herein described.

2. Scope

This SOW includes planning, evaluation and implementation of a wellness solution by the Vendor in collaboration with the Organization. The SOW goes into effect: SPRING 2022 and shall remain in effect until terminated by either party for any reason with 30 days notice.

3. Tasks

3.1 Planning and Implementation

3.1.1 The Organization shall:

- Provide a letter of support and photo from the Organization CEO or similar executive to the Vendor.
- Provide a database for all users with a company assigned username, first name, last name, email address, location code, date of birth, and gender. Differing upload options shall be discussed during the Implementation Meeting at the Organization's discretion.
- Allow the Vendor access to distribute program marketing and communication materials via email, app, or text message on average about once (1) per employee per week.
- Deliver timely payment to the Vendor according to terms specified below.

3.1.2 The Vendor Guide shall:

- Coordinate the deployment of Behavior Change campaigns as requested by the Organization.

3.1.3 Vendor shall:

- Market and deliver behavior change campaigns to benefit eligible employees.
- Coordinate the delivery of incentives to Organization employees upon completion of each campaign.

3.2 Evaluation

3.2.1 Vendor shall:

- Deliver evaluation reports to the Organization after behavior change campaigns.
- Phrase all written deliverables in terms and language that can be easily understood by non-technical personnel (e.g., laypersons without subject matter expertise).
- Provide document deliverables in formats (hard copy and electronic) as specified by the Organization, or minimally, in industry accepted formats (e.g., MS Word, MS PowerPoint, Adobe Acrobat, etc).

4. Performance Standards

Greater campaign participation is associated with greater effectiveness. Because greater effectiveness is the goal, the expected performance standard is to exceed 35% participation in each behavior change campaign.

5. Location of Performance

The Vendor shall conduct and complete the work associated with this SOW in the locations specified in writing prior to the initiation of this SOW. Organization may specify new sites to Vendor upon mutual consent of Organization and Vendor.

6. Payments and Terms

6.1 Vendor's Fees

Pricing is included on the last page of this SOW. This price shall be guaranteed for 12 months from the date of SOW execution. The annual price thereafter shall reflect a standard cost of living increase of 2.5%.

6.2 Past Due Invoices

All invoices are due within 30 days of receipt. If an account reaches 60 days past due, a late fee of 1.95% of the "Total WellSteps Fee" listed on the last page of this SOW may be charged each month until the account is paid in full. Accounts that are 90 days past due are subject to a suspension of service.

6.3 Legal Fees

All legal fees, should there be any, shall be paid such that the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this SOW.

6.4 What is included

Marketing and communication	✓
Online Program Center for Every Registrant	✓
Campaigns Available Offline (paper version for an extra fee)	✓
Participation Incentives	✓
Kick-off Webinar for All Employees	✓
Program Outcomes and Participation Report	✓

6.5 Other Services

6.5.1 Any other WellSteps services not covered in this SOW shall be billed, with customer approval, at \$150 per hour. Other WellSteps services beyond the one described herein must be clearly described and priced on the last page of this SOW.

6.5.2 Portrait oriented, 11 by 17, inch printed posters are included with campaigns. Printed posters include the addition of: start dates, incentive value, a company logo, and the URL of a landing page where applicable. Any additional changes shall be invoiced at the rate of \$100 per job regardless of how many edits are included in the change request.

6.5.3. Upon request, 8.5 by 11, inch electronic posters are also available for electronic distribution. There is no charge for electronic posters. However, any additional changes shall also be invoiced at the rate of \$100 per job regardless of how many edits are included in the change request.

6.5.4. Printed posters shall be shipped to a maximum of 30 locations.

7. Personnel Requirements

7.1 The Vendor

Representatives of the Vendor have specialized experience and knowledge commensurate with the tasks outlined in this SOW.

8. Handling of Sensitive and/or Proprietary Information

8.1 Non-Disclosure Agreement

The Vendor shall sign Non-Disclosure Agreements (NDA), if required, to enable completion of the tasks specified in this SOW.

8.2 Information Assets

Any information assets owned by the Organization but in custodial care of the Vendor, when no longer required to complete the prescribed tasks herein, shall be permanently archived or destroyed at the request of designated Organization representative. Unless approved by a designated Organization official, no sensitive or proprietary Organization information shall be removed, copied, or otherwise replicated from the Organization's site or domain.

9. Confidentiality

Access and use of the Organizations network shall be considered sensitive, on an as-required basis, and shall be appropriately protected by Vendor.

10. Provision of and Receipt Verification for the EEOC Notice

Effective 1/1/2017, employer sponsored wellness programs should provide employees with notice of compliance with federal laws designed to protect employee health information. According to federal law, employers should also document employee receipt of this notice. Distribution of this notice and documentation of receipt are the responsibility of the employer. However, to facilitate this process by the Organization, the Vendor shall provide a sample policy for distribution. As also required by law, in the wellness program registration process, the Vendor shall grant the employee the opportunity to review what information shall be provided to the Vendor and how that information shall be both used and protected.

11. Release of Information

All documents - hard copy or electronic - produced according to the terms of this SOW by the Vendor are the property of the Vendor. However, the Vendor shall not release information without written permission from the Organization, or other designated official.

12. Travel

Onsite travel expenses are not included in Vendor pricing shown in Section 6. Whenever possible, conference calls and video conferencing (when available and cost effective) shall be used. If the Organization requires Vendor to travel to the Organization worksite(s), the Organization shall pay reasonable travel expenses including airfare, lodging, ground transportation, airport parking, and a per capita per diem of \$150.

13. Duration

Either party may dissolve this SOW for any reason and at any time with 30 days written notice.

WellSteps Pricing	
# Full-Time Employees	215
Campaign (\$6.45 per participant. Minimum fee 25% EEs, 54 lives). Total amount	\$ 348.30
One time Set-up fee	\$ 495
Total WellSteps Fee	\$ 843.30

*25% of population will be billed upfront (\$843.30) and then any participation above the 54 employees will be billed at the conclusion of the campaign. Maximum to be billed if all 215 employees participated would be \$1,882.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Service Grant Agreement; City of Gunnison;

Action Requested: County Manager Signature

Parties to the Agreement: City of Gunnison

Term Begins: Jan 14, 2022

Term Ends:

Grant Contract #:

Summary:

The City of Gunnison is awarding Gunnison County HHS on behalf of the ECC and Multicultural Services \$25,000 for addressing early childhood systems and outreach to Latinx community.

Fiscal Impact:

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 3/8/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 3/8/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/11/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/15/2022

PUBLIC SERVICE GRANT AGREEMENT

This Memorandum of Agreement ("MOA") made effective this 14 day of January, 2022, is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and GUNNISON COUNTY, a governmental entity in the State of Colorado, hereinafter called "COUNTY".

RECITALS

WHEREAS, COUNTY applied for and was awarded a Public Service Grant which is designed to support programs or services which meet the needs and desires of the residents and businesses within the City limits; and

WHEREAS, CITY believes it to be in the interest of the citizens of the City of Gunnison for CITY to contract for COUNTY to perform certain services to the community; and

WHEREAS, CITY has budgeted certain funds for said services to be provided in the agreed time period; and

AGREEMENT

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

1. TERM.

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

2. COMPENSATION, BONUS AND EXPENSES.

- (a) CITY hereby agrees to provide the funds previously appropriated and budgeted to COUNTY in the amount of Twenty Five Thousand Dollars and No Cents (\$25,000.00), within thirty (30) days of execution of this agreement to be used for Gunnison-Hinsdale Early Childhood Council to accomplish the following objectives:

1) Continue the development of an action plan to address areas of concern in our current early childhood landscape.

• Continue the work of the early childhood task force through funding from the City of Gunnison and Early Milestones Colorado Workforce Innovation grant. Follow steps in action plan to work towards the following efforts:

- Recruiting and retaining a quality early childhood workforce
- Increasing access to quality early childhood programs
- Increasing affordability of quality early childhood programs
- Spanish interpretation services will be provided at meetings if needed.

• Increase Latinx community's awareness around resources available through the City of Gunnison as well as support the City of

Gunnison in communications to the Latinx community in emergency situations.

- MRS will coordinate and partner with the City of Gunnison Spanish Outreach services to do outreach and increase capacity for inclusive events and programs

2) Increase access to quality early childhood care and education.

- The GHECC and MRS staff, in collaboration with the Gunnison County Libraries, will be responsible for organizing Family Friend and Neighbor (FFN) (non-licensed caregivers) trainings and pre-licensing. These trainings will be for individuals currently providing care in their homes and those interested in becoming licensed child care providers in our area. Trainings will include many of the pre-licensing courses necessary for an individual to become a licensed childcare provider, such as First Aid, CPR, Standard Precautions, and Medication Administration. Outreach to Spanish speaking providers will be a priority area. Spanish interpretation will be provided at each training or trainings will be offered in Spanish.

- The GHECC and MRS staff will plan the 2022 Nurturing the Young Child Conference, which provides 6 hours of continuing education as well as the opportunity for attendees to earn a CEU through Western Colorado University. Spanish interpretation will be provided at the conference or some sessions will be offered in Spanish.

- The GHECC staff will continue to work closely with Western Colorado University to develop a plan to begin offering more Early Childhood Education courses at a local level in order to better support the EC workforce.

3) Support early childhood programs in the recruiting and retaining early childhood educators through a reward system and a sick leave program.

-GHECC and MRS staff will work closely with local childcare providers to encourage new and existing early childhood professionals to work towards achieving Levels 2-5 early childhood credential through the Colorado Shines Professional Development Information System. EC Professionals will receive a small stipend upon completion of each level of the early childhood credential system. Stipends will be rewarded as follows:

- Credential Level 1 \$100 Stipend
- Credential Level 2 \$200 Stipend
- Credential Level 3 \$300 Stipend
- Credential Level 4-6 \$400 Stipend

GHECC will continue to offer the EC Educator sick leave program to licensed early childhood programs. Requests are capped at \$1,000/employee per year. Funds will be held by the GHECC, and the center directors and home providers will request reimbursement from the GHECC for the sick leave pay.

If Requests are more than the funding, they will be ranked based on the following prioritization levels:

- HIGH PRIORITY – Employees with no sick leave allowance
- NORMAL PRIORITY-Employees with partial sick leave allowances (less than 5 days of sick leave)
- LOW PRIORITY – Employees with full sick leave allowances

- (b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to COUNTY pursuant to paragraph 10 of this Agreement.
- (c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2021 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) COUNTY agrees acknowledge the financial support of the City of Gunnison in advertising and promotional literature. Copies of such advertising and literature must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.
- (b) COUNTY agrees to provide the CITY with a synopsis of the program's accomplishments during the term of this agreement no later than October 31, 2022, which includes the program's actual revenues and expenditures. The synopsis must also include COUNTY's assessment of progress toward the stated objectives. Such written synopsis must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.
- (c) COUNTY agrees to demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups.
- (d) COUNTY agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison).

4. GOVERNMENT IMMUNITY.

The parties agree and understand that both parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees. COUNTY agrees that it shall be solely responsible for liabilities arising from the acts or omissions of COUNTY officers and employees in connection with the provision of services under this Agreement.

5. INSURANCE.

COUNTY is a public entity within the meaning of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended. COUNTY shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meets its liabilities under the Colorado Governmental Immunity Act and for occurrences for which protection under the Colorado Governmental Immunity Act does not apply. Within thirty (30) days of the execution of this Agreement, COUNTY will provide insurance certificates to CITY, listing CITY 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 CITY.

- (a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by COUNTY 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 Dollars and No Cents (\$387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand Dollars and No Cents (\$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 Dollars and No Cents (\$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 Dollars and No Cents (\$1,093,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

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

7. DELEGATION AND ASSIGNMENT.

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

8. ILLEGAL ALIEN CERTIFICATION.

The Following Certifications are made by COUNTY pursuant to C.R.S. 8-17.5-101, et seq.:

- (a) COUNTY shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to COUNTY that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;
- (b) COUNTY has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;

- (c) COUNTY certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;
- (d) If COUNTY obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, COUNTY shall be required to: (1) notify the subcontractor and the CITY within three days that COUNTY 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 pursuant to subsection (1), the subcontractor does not stop employing or contracting with the illegal alien; except that COUNTY 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;
- (e) COUNTY shall comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).
- (f) If COUNTY violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, COUNTY shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. 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:

CITY: Finance Director
City of Gunnison
PO Box 239
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8162
Email: bcowan@gunnisonco.gov

COUNTY: GUNNISON COUNTY
Lana Athey
220 N. Spruce Street
Gunnison, CO 81230
Email: lathey@gunnisoncounty.org

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.

10. 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.

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

12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys' fees and expert witness fees.

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 be in the state District Court governing Gunnison, Colorado.

14. ENTIRE AGREEMENT.

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

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

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

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:



Erica Boucher
City Clerk

By: 
Diego Plata
Mayor

GUNNISON COUNTY

By: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Record Request Policy Revision; Section I.1

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Revision to Gunnison County's Public Record Request Policy and Public Records Request Form; changing hourly staff fee from \$30 to \$33.58.

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: 3/7/2022

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 3/7/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/11/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/15/2022

SECTION I GENERAL AND ADMINISTRATIVE POLICIES

(Adopted by the BOCC September 7, 2010, Amended January 13, 2015, Amended March __, 2022)

NUMBER:	I.12 Guidelines for Handling Requests for Public (Open) Records
PURPOSE:	To comply with the Colorado Revised Statutes 24-72-201 et seq. regarding access to public records.
SCOPE:	This policy applies to all documents in the custody or control of Gunnison County employees, elected officials and County boards and committees.
OFFICE OF PRIMARY RESPONSIBILITY:	Custodian of Records and Office of the Gunnison County Attorney

POLICY:

It is the policy of the Board of County Commissioners (BOCC) that public records shall be open for inspection to persons of the public at reasonable times, as provided by the Colorado Public Records Act, C.R.S. 24-72-201 et seq. or by other laws. This policy is intended to provide a guideline for handling public records requests pursuant to C.R.S. 24-72-201 et seq. This policy is subject to interpretation by the Gunnison County Attorney and exceptions may be made in individual cases at the discretion of the Gunnison County Attorney.

REQUEST FORM:

The BOCC has determined that the use of an official request form will ensure more efficient handling of public records requests. An individual who makes a request shall be informed of the Gunnison County policy and shall be provided the official form by directing the requestor to the Gunnison County website <http://www.gunnisoncounty.org/FormCenter/County-Managers-Office-3/Public-Records-Request-Form-42>, the Gunnison County Administration Office or the Office of the Gunnison County Attorney to receive a request form for completion and submission. A copy of the current approved form is located on the last page of this policy.

FEES:

1. Records Available At No Charge. Requests for records which fit the following criteria may, in the judgment of the official custodian, be provided free of charge:
 - a. Per request, documents which do not exceed ten standard pages; or
 - b. Items that are available on the Gunnison County website: www.gunnisoncounty.org or are otherwise readily accessible in electronic form.

2. Charges. In all cases where a person has the right to inspect any public record, the requestor may incur costs such as copies, printouts, staff time, or expenses to obtain such record as follows:
 - a. Copy Costs: The fee shall be \$.25 per standard page, unless actual costs exceed that amount, in which case actual costs may be charged.
 - b. Staff Time: Staff time to research, redact information pursuant to statute, retrieve and distribute public records shall be charged at \$33.58 per hour, with no charge for the first full hour.
 - c. Actual Costs and Expenses: Any actual cost or expense(s) associated with the production of the request shall be charged to requestor. These costs may include, but are not limited to, engineering copies, certified copies or other reproduction, color photographs, etc.
 - d. CD/DVD Recording Costs: The cost associated with production of videos, audio recordings or other media files will be \$10 per CD/DVD or Flash Drive created.
 - e. Postage and handling costs: The requestor shall pay for all postage and handling costs associated with the request for records.
3. Cost Estimates. An estimate of copy costs, staff time, actual costs and expenses for providing records, including voluminous records requests, will be provided to requestor, if required.
4. Payment. Checks, money orders or credit card payment for records requests shall be made payable to Gunnison County prior to Gunnison County releasing any record(s). Additional costs may apply for credit card transactions.
5. Waiver of Costs and Fees. The BOCC, Department Heads and Elected Officials have the authority to waive charges for good cause.

Inspection of Public Records:

1. Time for Inspection of Records – Three Working Days. The custodian shall set a date and time within three (3) working days when the records will be available for inspection. If the requested records are in active use, or are in storage and therefore are not available right away, this information shall be communicated to the requestor in writing if necessary. The time period for response begins when Gunnison County receives the properly submitted request during regular business hours on the Gunnison County's official Public Records Request Form.
2. Extension of Time to Seven Working Days. The period of providing requested records for review may be extended up to seven (7) working days if the custodian determines that one of the following conditions exists, and, states such condition in writing to the requestor within the first three days that the request was received:
 - a. A broadly stated request is made that encompasses all or substantially all of a large category of records and the request is

without sufficient specificity to allow the custodian reasonably to prepare or gather the records within the three-day period; or

- b. A broadly stated request is made that encompasses all or substantially all of a large category of records and the agency is unable to prepare or gather the records within the three-day period because:
 - 1) The agency needs to devote all or substantially all of its resources to meeting an impending deadline or period of peak demand that is either unique or not predicted to recur more frequently than once a month; or
 - 2) A request involves such a large volume of records that the custodian cannot reasonably prepare or gather records within the three-day period without substantially interfering with the custodian's obligation to perform his or her other public service responsibilities.

In no event can extenuating circumstances apply to a request that relates to a single, specifically identified document or record.

If the request is too broad, speculative or voluminous to prepare in seven (7) days, Gunnison County may request relief from the court, including attorney's fees, as provided by law.

- 3. In no event may a requestor remove records or add records to those provided for review. The requestor shall not bring and shall not use photocopiers, fax machines, CD/DVD's, flash drives, electronic devices or any other copy, scanning or reproduction device to copy Gunnison County records. Copies will be made at inspection or at a later time, depending upon volume.
- 4. Gunnison County is under no obligation to allow the public access to Gunnison County computers nor is Gunnison County obligated to provide records in electronic format.
- 5. Delivery of Records. Records may be delivered by Gunnison County by providing the records in person upon inspection, electronically by email (subject to email size limitations), by facsimile or by US Mail.



Public Records Request Form

Requests for public records are made pursuant to the Colorado Open Records Act, C.R.S. § 24-72-201 *et seq.*, and the Colorado Criminal Justice Records Act, C.R.S. § 24-72-301 *et seq.*

Date of Request: _____
Requested by: _____ Organization: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone #: _____ Email: _____

INSTRUCTIONS: Please provide the name, date, and/or description of document(s) requested, with as much detail as possible. A request which is overly broad, vague, ambiguous or voluminous may delay the processing of your request, and may result in increased fees (please see Fees section below). Please attach an additional page, if needed, to list these items in detail. Should you require assistance in filling out this form, please call the County Attorney’s office at (970) 641-5300.*

Description of Document(s) Requested:

County Department/Office where document(s) may be maintained: _____

*The County Attorney’s Office represents the Board of County Commissioners of Gunnison County and does not purport to provide legal advice to, or establish an attorney-client relationship with, any person or entity other than the Board. Should you have questions about your legal rights under the Colorado Open Records Act, please contact an attorney of your choice.

If you are requesting records from the Gunnison County Sheriff's Office, please review and sign the following affirmation:

AFFIRMATION

C.R.S. § 24-72-305.5 provides that the records custodian shall deny any person access to criminal justice records unless a statement is signed which affirms that such records shall not be used for direct solicitation of business for pecuniary gain.

Furthermore, it is unlawful to obtain a copy of a booking photograph knowing (1) that the booking photograph will be placed in a publication or posted to a website, and (2) that removal of the booking photograph from the publication or website requires the payment of a fee or other exchange for pecuniary gain.

I SOLEMNLY AFFIRM THAT I SHALL NOT USE THE REQUESTED INFORMATION FOR THE DIRECT SOLICITATION OF BUSINESS FOR PECUNIARY GAIN AND ACKNOWLEDGE THAT SUCH IS A VIOLATION PUNISHABLE AS AN UNCLASSIFIED MISDEMEANOR PURSUANT TO C.R.S. § 24-72-309.

SIGNATURE: _____ **Date:** _____

Some public records are available at county offices and on the Gunnison County website (www.gunnisoncounty.org) without the need to tender a formal request for open records. These records include, but are not limited to, documents recorded with the Gunnison County Clerk and Recorder, marriage certificates, land use development applications and permits, other Board and Commission agendas and minutes (*e.g.*, Board of Equalization, Environmental Health Board, Gunnison-Hinsdale Board of Human Services), Gunnison County Board of Equalization agendas and minutes, vital records, property tax information, tax liens and foreclosure information.

Note: Gunnison County is not the custodian of records for judicial matters. Please contact the Gunnison Combined Courts at 970-641-3500 for records related to judicial matters.

If the records are available pursuant to C.R.S. § 24-72-201 *et seq.* or C.R.S. § 24-72-301 *et seq.*, the records shall be made available for viewing within three working days. If extenuating circumstances exist such that the custodian cannot gather the records within the three-day period, the period shall be extended an additional seven working days. The requestor shall be notified of the extension within the first three working days of receiving the request.

Open records requests may be denied if disclosure of the record would be contrary to public interest as defined by statute. Also, the Open Records Act makes available only public documents that already exist. An agency is not required to create or manipulate a record to respond to a request.

FEES:

- Copy costs: The fee shall be \$0.25 per standard page, unless actual costs exceed that amount, in which case actual costs may be charged.
- Actual costs: Any other actual cost or expense(s) associated with the production of the request shall be charged to requestor. These costs may include, but are not limited to, engineering copies, certified copies or other reproduction, color photographs, compact discs or thumb drives, and postage and handling.
- Staff time costs: Staff time to research, redact information pursuant to statute, retrieve and distribute public records shall be charged at \$33.58 per hour, with no charge for the first one hour. Records may be delivered in person upon inspection, electronically by email (subject to email size limitations), by file hosting service (*e.g.*, Dropbox or similar such software), by facsimile or by U.S. Mail. All payments for public records must be received in advance of releasing the requested records.

FILING INSTRUCTIONS:

You may fill out the electronic form and email it to: records@gunnisoncounty.org. Otherwise, you may print the form, fill it out, and then submit it by fax at (970) 641-7696, by mail to 200 E. Virginia Avenue, Gunnison, CO 81230, Attention County Attorney, or in person at the office of the Gunnison County Attorney at the above address.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of Deputy County Manager's Signatu

Action Requested: Other Acknowledge Deputy County Manager Signature

Parties to the Agreement: Power Screening and Gunnison County

Term Begins: March 7, 2022

Term Ends:

Grant Contract #:

Summary:

In cooperation with Mesa County for shared transportation costs, rental grinder for shredding large tires at landfill

Fiscal Impact: \$13,000 + transportation costs

Submitted by: Marlene D. Crosby

Submitter's Email Address: mcrosby@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 3/7/2022

County Attorney Review:

Required

Not Required

Comments:

Agreement now live contract; concerns of CAO overridden and moot. MRH

Reveiwed by: GUNCOUNTY1\laserficheadmin

Discharge Date: 3/11/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/11/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 3/15/2022



9725 Brighton Road
Henderson, CO 80640
O: 303-287-0100



LESSOR: POWER SCREENING, LLC
LESSEE: Gunnison County
LESSEE'S PHYSICAL ADDRESS: 195 Basin Park Dr, Gunnison CO. 81230
LESSEE'S MAILING ADDRESS: 200 E. Virginia Ave, Gunnison CO. 81230

LEASE NO. _____
P.O. NO. Mariene Crosby

Addendum Attached

1. DEMO and/or LEASE. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following personal property (herein called "Equipment") upon the terms and conditions set forth:

Year	Manufacturer	Model No.	Unit No.	Serial No.	Purchase Price
2020	Kompletech	T6000	00445	489105	\$725,000.00

Lessee accepts the same terms and conditions herein for Equipment on Demo; where the first 8 hours of Equipment usage will be waived. Lessee is responsible for costs accrued for transporting the Equipment to the Place of Installation and returning it to Lessor at Lessee's expense using a qualified and fully insured carrier. Risk of loss is assumed by Lessee when Lessee or Lessee's carrier takes possession of the Equipment for transportation and remains with Lessee until the Equipment is returned to Lessor, this includes Demo equipment.

Place of Installation: Address: 1000 County Rd 42C City: Gunnison State: CO Zip: 81230
Site Contact: Eric Karr Phone #: (970) 641-5522

RETURN OF EQUIPMENT. Upon expiration of the lease of each item of Equipment, Lessee, at its own expense, will immediately return such Equipment in the same condition as when delivered to Lessee, ordinary wear and tear excepted, to Lessor at Lessor's facility at 9725 Brighton Rd, Henderson CO. 80640 or such other place as Lessor designates in writing.

2. TERMS AND RENT. The terms of this lease for each item of Equipment and Other Fees shall commence upon delivery of the Equipment to Lessee, and shall continue for a period of 8 hour Demo and/or: weeks (months), which shall be the minimum renewal period. As rent for the Equipment throughout the term hereof, Lessee agrees to pay Lessor the sum of \$13,000 (week) (month) beginning March 1, 2022 and the same amount on the same day of each consecutive (week) (month) thereafter for the term hereof.

One day is considered 8 hours, one week is considered 7 days or 40 hours, and one month is considered 28 days, billing occurs on whichever comes first. Payments shall be payable at the office of Lessor or at any place otherwise designated by Lessor. THE RENTAL RATES SET FORTH IN THIS CONTRACT DO NOT INCLUDE EITHER SALES OR USE TAX. WHERE STATE LAW PROVIDES FOR EITHER SALES OR USE TAX, THE RENTAL RATES ARE SUBJECT TO THIS TAX IF AND WHEN INCURRED. OPERATION OF EQUIPMENT IN EXCESS OF 40 HOURS PER WEEK OR 176 HOURS PER MONTH IS SUBJECT TO ADDITIONAL RENTAL CHARGES AT THE RATE OF \$325.00 PER HOUR. A one-time cleaning fee of \$350.00 will be applied upon return of the equipment to the Lessor.

OTHER FEES: If checked these fees will be considered additional rent for the equipment herein this Lease.

- WEAR charges, \$45 per hour for Impactor Blow Bars and Chamber Wear
- WEAR charges, \$25 per hour for Schredder Wear
- LINER FEE charges, \$14 per hour
- SCREEN FEE charges, _____ PER WEEK / _____ PER MONTH
- PUNCH PLATE FEE charges, _____ PER WEEK / _____ PER MONTH
- OTHER: _____ charges, _____ PER HOUR / _____ PER WEEK / _____ PER MONTH
- OTHER: _____ charges, _____ PER HOUR / _____ PER WEEK / _____ PER MONTH

Customer initials MAE

If this box is checked, Lessee will purchase their own screens for the period of this Lease and no screen fees will be applied. Should Lessee decide they want to purchase their own screens during this lease Lessee will not receive credit or be void of any fees agreed to herein.

3. **ADDITIONAL EQUIPMENT.** Upon the approval of Lessor, additional items of Equipment may be subjected to the terms of this Lease for such term and at such rates as may be mutually agreed upon. Such additional Equipment will be described in a supplemental schedule and this Lease shall apply to such additional Equipment as though presently set forth herein.
4. **WARRANTIES.** Lessee agrees that it has selected each item of Equipment based on its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSOR MAKES NO WARRANTIES AS TO THE EQUIPMENT, EXPRESS OR IMPLIED. AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR ANY DAMAGES. INCLUDING CONSEQUENTIAL DAMAGES, ARISING OUT OF USE OF THE EQUIPMENT. Lessee agrees to make the rental and other payments required hereunder without regard to the condition of the Equipment or any part thereof.
5. The Lessee agrees to comply with and conform to all municipal, state and federal laws relating to the operation of said machinery and to pay all costs and expenses of every character occasioned by or involving the use or operation of the machinery or Equipment and to pay all legal assessments, taxes or public charges, either local, municipal, state or federal; which may be levied on said Equipment while in the possession of the Lessee. Nothing in this paragraph is to be construed as meaning that the Lessee is to pay the personal property tax levied against the machinery when said machinery is delivered within the home state of the Lessor, as in this case the Lessor is to pay his own personal property tax. In the event the Equipment is rented outside the home state of the Lessor, any and all taxes assessed against the machinery, including personal property tax are to be paid by the Lessee; the words "home state" to mean any state in which the Lessor has a home office or warehousing branch.
6. **TITLE.** Title to Equipment shall at all times remain in Lessor, and Lessee, at its own cost and expense, shall protect and defend the title of Lessor. The Equipment shall remain personal property irrespective of its use or manner of attachment to realty, and Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interests in the Equipment or as a result of its attachment to realty.
7. **USE; ASSIGNMENT.** Lessee will cause the Equipment to be operated in accordance with any applicable manufacturer's manuals or instructions, by competent duly qualified personnel only, in accordance with applicable governmental regulations, if any, and for business purposes only. Lessee agrees not to sell, assign, sublet, pledge, hypothecate, or otherwise encumber or suffer a lien upon or against any interest in this Lease or the Equipment or to remove the Equipment from its place of installation without Lessor's written consent.
8. **LESSEE'S DEFAULT.** The following events shall constitute defaults on the part of the Lessee hereunder: The failure of the Lessee to pay any installment or rental promptly when the same shall become due; any breach or failure of the Lessee to perform any of its other obligations hereunder; the insolvency or bankruptcy of the Lessee or the making of the Lessee an assignment for the benefit of creditors, or the consent of the Lessee to the appointment of a trustee or receiver, or the appointment without its consent, of a trustee or receiver for the Lessee or for a substantial part of its property; the institution by or against the Lessee of bankruptcy, reorganization, arrangement, or insolvency proceedings. Upon the occurrence of any such event, Lessor may at its option declare this Lease to be in default and may do one or more of the following with respect to any or all of the Equipment as Lessor in its sole discretion shall elect, to the extent permitted by applicable law then in effect. (a) cause Lessee to (and Lessee agrees that it will), upon written demand of Lessor at Lessee's expense, promptly return any or all Equipment to Lessor in accordance with all of the terms of Paragraph 12 hereof, or Lessor, at its option, may enter upon the premises where such Equipment is located and take immediate possession of and remove the same, all without liability to Lessor for damage to property or otherwise; (b) sell any or all of the Equipment at public or private sale, with or without notice to Lessee of advertisement, or otherwise dispose of, hold, use, operate, lease to others or keep idle such Equipment, all as Lessor in its sole discretion may determine and all free and clear of any rights of Lessee and without any duty to account to Lessee for such action or inaction or for any proceeds with respect thereof; (c) by written notice to Lessee, cause Lessee to (and Lessee agrees that it will) pay to Lessor (as liquidated damages for loss of a bargain and not as a penalty) on the date specified on such notice and amount (plus interest thereon at the rate of 18% per annum from said date to the date of actual payment) equal to all unpaid rent payments which absent a default would have been payable hereunder for the full term thereof; and or (d) Lessor may exercise any other right or remedy which may be available to it under applicable law or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof or to rescind this Lease as to any or all Equipment. In addition, Lessee shall continue to be liable for all indemnities under this Lease and for all legal fees and costs and expenses resulting from the foregoing defaults or the exercise of the Lessor's remedies, including placing any Equipment in the condition required by Paragraph 10 hereof. No remedy referred to in this Paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. No express or implied waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or a waiver of any of the Lessor's rights. All accounts not paid when due are subject to a monthly service charge of 1-1/2 %.
9. **NOTICES.** Any notice and demands required to be given hereunder shall be given to the parties in writing and by regular mail at the address herein set forth, or to such other address as the parties may hereunder substitute by written notice.
10. **REPAIRS, LOSS AND DAMAGE.** Lessee at its own cost and expense, shall keep all Equipment in good repair, condition and working order and shall furnish all parts, mechanisms, devices and servicing required thereof. All such parts, mechanisms, and devices shall immediately become the property of the Lessor and part of the Equipment for all purposes hereof. In the event that any item of Equipment shall become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event condemnation, confiscation, theft or seizure or requisition of title to or use of such item, Lessee shall promptly pay to Lessor an amount equal to the aggregate unpaid purchase price (purchase price less all lease payments), whereupon such items shall become the property of Lessee and Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title and interest, and interest, if any, therein.
11. **INSURANCE.** Lessee shall obtain on the Equipment, at its own expense, property damage and liability insurance in such amounts, against such risks, in such form and with such insurers as shall be satisfactory to Lessor, provided, however, that the amount of property damage insurance shall not be less than the greater of the unpaid purchase price or the installments of rent then remaining unpaid hereunder. Each insurance policy will name Lessee as an insured and Lessor as an additional insured, and shall contain a clause requiring the insurer to give to Lessor at least (10) days' prior written notice of any alteration in the terms of such policy or of the cancellation thereof. Lessee shall furnish to Lessor a certificate of insurance carrier or other evidence satisfactory to Lessor that such insurance coverage is in effect, provided, however, that Lessor shall be under no duty either to ascertain the existence of or to examine such insurance or to advise Lessee in the event such insurance shall not comply with the requirements listed hereof. **Equipment will not leave the Lessor's facilities until a certificate of insurance or satisfactory evidence of insurance coverage is provided by the Lessee to the Lessor.**
12. **RETURN OF EQUIPMENT.** Upon expiration of the lease of each item of Equipment, Lessee, at its own expense, will immediately return such Equipment in the same condition as when delivered to Lessee, ordinary wear and tear excepted, to Lessor at such location as Lessor shall designate.

- 13. NON-CANCELLABLE LEASE. THIS Lease cannot be cancelled or terminated except as expressly provided herein.
- 14. MISCELLANEOUS. Any provision of this Lease, which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions thereof, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law Lessee hereby waives any provision of law which renders any provision hereof unenforceable in any respect. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. Time is of the essence in this Lease. The captions in this Lease are for convenience only and shall not define or limit any of the terms hereof. This Lease shall in all respects be governed by, and construed in accordance with, the laws of the State of Colorado, including all matters of construction, validity and performance.
- 15. The parties agree that exclusive venue for any legal action arising out of this Lease shall be in the District Court of Adams County, Colorado, or if federal jurisdiction is mandatory, the U.S. District Court for the District of Colorado in Denver. The parties further agree that if Lessor institutes legal action to collect sums owed to it pursuant to this Lease and prevails, Lessee shall pay Lessor's reasonable attorneys fees and costs. The Parties waive trial by jury.
- 16. This Lease may not be modified, except in a writing signed by both parties.
- 17. If Lessee is a corporation, LLC, or similar entity, Lessee represents that it is solvent and that it has the present ability to make payment as required by this Contract.
- 18. In the event Lessor is unable to carry out its obligations under this Lease due to war, strike, accident, terrorism, acts of God, or any other cause beyond its control, it may, at its option, suspend or terminate this Lease, and shall be paid a reasonable price for all work and expenses incurred in attempting to perform this Lease.
- 19. All leased equipment leaving Lessor's property will contain fuel at 25% of the fuel tank capacity, at minimum. The Lessee must return the leased equipment to Lessor with fuel at a minimum of 25% of the fuel tank capacity. Lessee agrees to pay for the fuel required to reach the 25% fuel tank capacity at a rate of \$7.00 per gallon used.
- 20. **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.**

If the Equipment is purchased within 30 days from the date of this Lease, all monies will go towards the purchase price.

THIS LEASE, consisting of the foregoing, and the REVERSE SIDE HEREOF, and any addendums that are so labeled and signed by an authorized officer or director of Lessor, correctly sets forth the final and entire Lease between Lessor and Lessee. The parties intended this Lease to be a complete and exclusive statement of their Lease. No Lease or understandings shall be binding on either of the parties hereto unless specifically set forth in this Lease, and all prior communications are merged into this Lease. The term "Lessee" as used herein shall mean and include any and all Lessees who sign hereunder, each of whom shall be jointly and severally bound thereby.

By execution hereof, the signer hereby certified that he has read this Lease, INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this lease on behalf of Lessee.

SALES REP: Jim Clubb

LESSEE: Gunnison County

LESSEE SIGNATURE: Marlene D. Crosby Date: 2/25/2022

POWER SCREENING, LLC. REP SIGNATURE: Jim Clubb Date: 2/25/2022

LESSEE ELECTRONIC INVOICING CONTACT:

NAME: Marlene D. Crosby
PHONE #: 970-641-0044
EMAIL: mcrosby@gunnisoncounty.org

LESSEE SURVEY CONTACT:

NAME:
PHONE#: Same
EMAIL:

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Authorizing Temporary Weight Restricti

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is an annual request to limit loads on the Slate River Road to prevent damage to the chip seal during spring thaw.

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:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 3/9/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/11/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM Report

Agenda Date: 3/15/2022

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

RESOLUTION NO. 22-_____

**A RESOLUTION AUTHORIZING TEMPORARY WEIGHT RESTRICTION FOR A
PORTION OF COUNTY ROAD 734 ALSO KNOWN
AS SLATE RIVER ROAD**

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado, (hereinafter the "Board") has the legal authority to regulate and control the use of certain highways and roads in Gunnison County, Colorado; and

WHEREAS, pursuant to C.R.S. § 42-4-111 (1)(v) and C.R.S. §18-9-117(1)(b),(c), and (f) the Board has the authority to adopt temporary regulations as may be necessary to cover special conditions; and

WHEREAS, Colo. Rev. Stat. §§ 42-1-102(43) and 42-4-106 authorize Gunnison County to prohibit the operation of identified vehicles on any road open to use of the public for purposes of vehicular travel for a total period not to exceed ninety (90) days in any one calendar year, whenever roads within the County will be seriously damaged due to the use of certain vehicles;

WHEREAS, as a result of the winter thaw there is a certain portion of County Road 734 also known as the Slate River Road (hereinafter "County Road 734"), that has deteriorated and there is resource damage; and

WHEREAS, that portion of County Road 734 that has deteriorated is located from the intersection of CR 734 and CR 317 (Gothic Road) to the end of winter maintenance at the CR 734 trailhead; and

WHEREAS, to prevent further resource damage and deterioration of that portion of County Road 734, a temporary weight restriction has been recommended for the season beginning March 21, 2022 through May 15, 2022 or sooner if conditions allow; and

WHEREAS, those adjacent property owner(s) and occupant(s) of adjacent lands shall be subject to the road weight restrict of a 15 ton load limit per vehicle for that portion of County Road 734; and

WHEREAS, such weight restriction will not adversely affect health and safety nor will it cause substantial injury to the owner(s) or occupant(s) of adjacent land(s); and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that a certain portion of County Road 734 located from the intersection of CR 734 and CR 317 (Gothic Road) to the end of winter maintenance at the CR 734 trailhead is subject to the road weight restriction of a fifteen (15) ton load limit per vehicle for that portion of County Road 734 for the season beginning March 21, 2022 through May 15, 2022, or sooner if conditions allow.

INTRODUCED by Commissioner _____, seconded by

Commissioner _____, and adopted this ____ day of March, 2022.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth K Smith, Commissioner

ATTEST:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Authorizing Temporary Seasonal Closure

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is the annual request to close the Gold Basin Road (CR#38) at the shooting range and put a weight restriction of 10 ton on the road.

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:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 3/11/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/11/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM Report

Agenda Date: 3/15/2022

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

RESOLUTION NO. 22-_____

**A RESOLUTION AUTHORIZING TEMPORARY SEASONAL CLOSURE AND
WEIGHT RESTRICTION FOR A PORTION OF COUNTY ROAD 38 ALSO KNOWN
AS GOLD BASIN ROAD**

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado, (hereinafter the "Board") has the legal authority to regulate and control the use of certain highways and roads in Gunnison County, Colorado; and

WHEREAS, pursuant to C.R.S. § 42-4-111 (1)(v) and C.R.S. §18-9-117(1)(b),(c), and (f) the Board has the authority to adopt temporary regulations as may be necessary to cover special conditions; and

WHEREAS, Colo. Rev. Stat. §§ 42-1-102(43) and 42-4-106 authorize Gunnison County to prohibit the operation of identified vehicles on any road open to use of the public for purposes of vehicular travel for a total period not to exceed ninety (90) days in any one calendar year, whenever roads within the County will be seriously damaged due to the use of certain vehicles;

WHEREAS, as a result of the winter thaw there is a certain portion of County Road 38 also known as Gold Basin Road (hereinafter "County Road 38"), that has deteriorated and there is resource damage; and

WHEREAS, that certain portion of County Road 38 that has deteriorated is located beyond the end of the asphalt beginning at the parking area known as "Bambi Parking Area" south to the Saguache County line; and

WHEREAS, to prevent further resource damage and deterioration of that portion of County Road 38, temporary closure to the public has been recommended for the season beginning March 21, 2022 through May 15, 2022 or sooner if conditions allow; and

WHEREAS, the Board acknowledges that it is necessary that property owner(s) and occupant(s) of adjacent lands are able to access their land; and

WHEREAS, adjacent property owner(s) and occupant(s) of adjacent lands shall be exempt from the closure of that portion of County Road 38. HOWEVER, those adjacent property owner(s) and occupant(s) of adjacent lands shall be subject to the road weight restriction of a ten (10) ton load limit per vehicle for that portion of County Road 38; and

WHEREAS, closure of County Road 38 will not adversely affect health and safety nor will it cause substantial injury to the owner(s) or occupant(s) of adjacent land(s); and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that certain portion of County Road 38 located beyond the end of the asphalt beginning at the parking area known as "Bambi Parking Area" south to the Saguache County line shall be and hereby is temporarily closed to the public for the season beginning March 21, 2022 through May 15, 2022 or sooner if conditions allow with an exception for adjacent property owner(s) and occupant(s) of adjacent lands who are exempt from the closure of that portion of County Road 38. HOWEVER, those adjacent property owner(s) and occupant(s) of adjacent lands shall be subject to the road weight restriction of a ten (10) ton load limit per vehicle for that portion of County Road 38.

INTRODUCED by Commissioner _____, seconded by

Commissioner _____, and adopted this ____ day of March, 2022.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth K Smith, Commissioner

ATTEST:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support to Colorado River Water Conserva

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Somerset Water District needs this letter of support for their grant application to the Colorado River Water Board.

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:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/11/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM Report

Agenda Date: 3/15/2022



Gunnison County Board of County Commissioners

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

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

March 15, 2022

Colorado River Water Conservation District
201 Centennial Street, Suite 200
Glenwood Springs, CO 81601

Dear Board Members:

The Gunnison County Board of County Commissioners and our Utility Division strongly supports the Somerset Domestic Waterworks District's Matching Fund application from the Colorado River District for a new computer (SCADA) system and a GAC Filter system for their Water Treatment Plant.

We know that they have been working to come into compliance with all CDPHE regulations. Compliance requirements are often expensive, and the District has a small number of users to share the cost, many of whom are on a fixed income.

Our Utility Manager, Robyn Zimmerman is very skilled and has the background to comment on their request. We are attaching a memo he sent to us explaining and supporting their request.

In summary, we support the Somerset Domestic Waterworks District's Matching Fund request because it will allow them to improve and modernize their water treatment plant allowing them to become more efficient and, most importantly, provide quality and safe drinking water to their customers.

Sincerely,

Jonathan Houck, Commissioner

Liz Smith, Commissioner

Roland Mason, Commissioner

**GUNNISON COUNTY
PUBLIC WORKS DEPARTMENT**

*195 Basin Park Drive
GUNNISON, CO 81230
970-641-0044*

MEMORANDUM

TO: Board of County Commissioners
FROM: Robyn Zimmerman, Utility Manager
DATE: March 4, 2022
SUBJECT: Request for Letter of Support

I was asked to write a letter of support for the Somerset Waterworks District's grant application to the Colorado River Water Conservation District. I felt it would be more appropriate to share my information with the Board of County Commissioners which you can include with your letter of support for their project.

I would strong support the Somerset request for a new computer (SCADA) system and a GAC Filter for their water treatment plant.

A SCADA computer system is an important tool that will allow operators to closely monitor their treatment process with real time information and historical trends. It will enable them to make informed and educated decisions to consistently meet CDPHE monitoring requirements and provide safe and quality drinking water to their customers. Another important advantage that SCADA offers is the ability to remotely monitor the treatment process and make necessary changes. Operators do not have to be onsite as often or travel to make needed adjustments. The system would be a safety net and possibly reduce payroll for a small water system.

A new GAC Filter system for their water treatment plant offers the latest technology to treat the current surface water source, allowing them to meet and exceed the CDPHE Monitoring Schedule requirements and provide safe and quality drinking water to their customers.

Thank you

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Temporary Road Use Agreement; Gunnison Nordic Club

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison Nordic and Gunnison County

Term Begins: May 26, 2022

Term Ends:

Grant Contract #:

Summary:

This event was a very successful fund raiser for Gunnison Nordic. It is held before Cottonwood is opened for Memorial Day

Fiscal Impact: None-crews are already on Cottonwood

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:

Reviewed by: GUNCOUNTY1\laserficheadmin

Discharge Date: 3/11/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/11/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM Report

Agenda Date: 3/15/2022

Commissioners Houck, Mason and Smith -

Gunnison Nordic is excited to propose to you,

GUNNISON NORDIC 2ND ANNUAL COTTONWOOD CLASSIC.

The Road Bike Ride again would be on the closed Cottonwood Pass route from the winter gate to the summit and back down. The round trip is approximately 25 miles. After working with Gunnison County Public Works we would like to schedule the event the Thursday morning before the pass is officially open to the public for the summer 2022. Based on last years participation we would like to cap the 2nd annual to 199 riders. (We had 99 riders last year).

We will have the appropriate insurance purchased for the event, of same or similar coverage as required in 2021.

A registration and information table, pit toilet and host of volunteers would be stationed at the locked gate. Gunnison Nordic will work with Public Works to insure the route stay closed to all users that cross the paved route during the Classic.

Gunnison Nordic asked for your approval of this event.

Thank you,
Joellen Fonken



Gunnison Nordic, President

TEMPORARY ROAD USE AGREEMENT

THIS TEMPORARY ROAD USE AGREEMENT hereinafter (“Agreement”) is made and entered into on this _____ day of _____, 2022, by and between the Gunnison Nordic Club, Inc., whose address in P.O. Box 7228, Gunnison, CO 81230 (hereinafter “Chamber”) and the Board of County Commissioners of the County of Gunnison, Colorado, a political subdivision of the State of Colorado, whose address in 200 East Virginia, Gunnison, CO 81230 (hereinafter “Gunnison County”).

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

1. GRANT OF PERMISSION TO USE

Gunnison County grants to Gunnison Nordic Club, Inc. temporary permission to use the Gunnison County portion of County Road 209, also known as Cottonwood Pass, identified by Gunnison County (the “Property”) only as set forth herein.

2. TERM OF USE

Gunnison Nordic Club, Inc. shall temporarily use the Gunnison County portion of County Road 209 on Thursday, May 26, 2022 from 7:00 a.m. to 2:00 p.m.

3. GUNNISON NORDIC CENTER’S USE LIMITED

Gunnison Nordic Club, Inc.’s use of County Road 209 shall be for and limited to a single special event for the benefit of the public, specifically limited to use of the Property for a ride/fundraiser event.

4. OBLIGATIONS OF THE RESPECTIVE PARTIES

- a. Gunnison Nordic Club, Inc. shall ensure closure of that portion of County Road 209, identified by Gunnison County from the top of Cottonwood Pass to the intersection of CR #209 and CR #742 to vehicle traffic, with the exception of parking of vehicles of participants and organizers along the road.
- b. Gunnison Nordic Club, Inc. agrees to indemnify, defend and hold harmless Gunnison County, its agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (include reasonable attorney’s and expert’s fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Gunnison Nordic Club, Inc. or its employees, sub-consultants or agents in connection with Gunnison Nordic Club Inc’s use of the Property pursuant to this Agreement. This provision 4.b. shall survive any termination or expiration of the Term of Use period or this Agreement with respect to any liability, injury or damage caused or occurring prior to such termination.

- c. Gunnison Nordic Club, Inc. shall ensure that Gunnison County is named as an additional insured, or has the named benefit of, the insurance coverage of Gunnison Nordic Club, Inc. regarding the CR #209 ride/fundraiser event, with limits no less than:
 - i. For any injury to one person in any single occurrence, Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000); and
 - ii. For any injury to two or more persons in any single occurrence, the sum of One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000).

Gunnison Nordic Club, Inc. shall furnish to Gunnison County current certificates of such insurance to Gunnison County no later than Friday, May 20, 2022.

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

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

- d. Gunnison Nordic Club, Inc. shall be responsible for, and shall promptly pay to Gunnison County, all reasonable costs to repair any damage to County Road 209 caused by Gunnison Nordic Club's use of the Property under this Agreement.
- e. Gunnison Nordic Club, Inc. will need to keep emergency access routes open during the event, with the understanding and provision that the road is closed under a winter closure, for vehicular traffic

5. NON-WAIVER

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

6. NOTICES

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

Gunnison Nordic Club, Inc.:
Gunnison Nordic Club, Inc.
P.O. Box 7228
Gunnison, CO 81230

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

7. SEVERABILITY

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

8. GOVERNING LAW – BINDING AGREEMENT

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

9. ENTIRE AGREEMENT

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

10. VENUE

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

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

GUNNISON NORDIC CLUB, INC.

By: _____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____

ATTEST:

Deputy County Clerk

Marlene Crosby

From: Mark Stacy <mstacy@chaffeeconomy.org>
Sent: Wednesday, February 23, 2022 6:50 AM
To: Marlene Crosby
Subject: RE: Cottonwood Pass

[EXTERNAL SENDER - USE CAUTION]

Marlene,
No objections if weather permits.
We have had some fair snow totals the last month. I hope you get more snow.

Thank You
Mark Stacy



From: Marlene Crosby [mailto:MCrosby@gunnisoncounty.org]
Sent: Tuesday, February 22, 2022 4:13 PM
To: Mark Stacy
Subject: Cottonwood Pass

Good Afternoon Mark,

We went to Denver a couple of weeks ago and it looked like the peaks on your side of Cottonwood had quite a lot more snow than we have. Hopefully this storm and the ones we usually get in March will help with the snowpack averages.

We have an application again for the Cottonwood Classic Bike Ride for the Thursday morning before the Pass opens late in the afternoon. We are assuming that will be the Thursday before Memorial Day (May 26th), but they know it depends on snow conditions and plowing.

Do you have any concerns or objections to us approving the Ride? I just wanted to touch base with you before I recommend approval.

Thank you,
Marlene

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This message has been scanned for viruses and dangerous content by MailScanner, and is believed to be clean.

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This message has been scanned for viruses and

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Adjusting Ground Rent for Use of Premi

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Resolution to adjust the 2022 Industrial Park Rental Rates

Fiscal Impact:

Submitted by: Kelly Weak

Submitter's Email Address: kweak@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. ASFR 3.11.22

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 3/11/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/11/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 3/15/2022

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 22-_____**

**A RESOLUTION ADJUSTING GROUND RENT FOR USE OF PREMISES AT THE GOLD BASIN
INDUSTRIAL PARK**

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado owns and operates the Gold Basin Industrial Park located in the County of Gunnison, State of Colorado and as legally described as 38.79 acres in NE4NW4. Section 11 49N1W #499861 and portions of 21.28 acres in SE4SW4. Section 2 49N1W #499861; and

WHEREAS, Section 6 of the Gunnison County Gold Basin Industrial Park Special Area Regulations requires all lessees of Leasehold Areas to enter into a lease with Gunnison County; and

WHEREAS, the Board of County Commissioners wants to adjust the ground rental rate where such an adjustment is not precluded by a current written lease; and

WHEREAS, the Board of County Commissioners is taking this action in order to better fund the operation and maintenance of the Gold Basin Industrial Park; and

WHEREAS, the Denver-Aurora-Lakewood Consumer Price Index for All Urban Consumers, as published by the United State Department of Labor Bureau of Labor Statistics, for 2021 was 281.845, a 3.54% increase from 2020.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that effective on April 1, 2022:

1. The ground rental rate shall be in the amount of \$3,320 per annum per acre of premises occupied.
2. Premises occupied will be rounded to the nearest thousandth of an acre (x.xxx acres).

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

INTRODUCED by Commissioner _____, seconded by
Commissioner _____ and adopted this ____ day _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Jonathan Houck, Chairperson

Roland Mason, Vice-Chairperson

Elizabeth Smith, Commissioner

Attest:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Update of County Financial Policy 1.2.1.3, and Pur

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Policies are supposed to be reviewed routinely, we are updating these two policies in order to try and improve our operations in according to best practices.

Fiscal Impact: 0

Submitted by: Juan Guerra

Submitter's Email Address: jguerra@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 3/8/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/11/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 3/15/2022



Policy Name:	Gunnison County Financial Policies		Policy Number:	1.2.1.3	
Approval Authority:	Gunnison County Board of County Commissioners		Date of Adoption:	1/8/2019	
Effective Date:	1/1/2019	Adoption Document:	Resolution #2019-1		
Review Date:	1/1/2024	Review Frequency:	Every Five (5) Years	Policy Custodian:	Administration Department

PURPOSE

The purpose of Gunnison County's financial policies is to serve as a foundation for long and short range planning, facilitate decision making, and provide direction to staff for handling the County's day-to-day financial business. These policies also serve as a blueprint to achieve the fiscal stability necessary to carry out the County's mission, vision and values. Because of the broad and diverse nature of the County's offices and departments it is critical to have written, clearly defined, financial policies which minimize the risk of developing conflicting or inconsistent goals and objectives causing negative impacts on the overall financial position of Gunnison County.

Each annual Gunnison County budget is developed using the Managing for Results (MFR) performance management initiative, which links resources to results and aligns with the Board of County Commissioners' Strategic Plan. Each budget is a crucial element of the MFR process.

SCOPE

This policy applies to the entire Gunnison County organization, including all departments and offices.

DEFINITIONS

- Balanced Budget. The recommended budget presented annually to the Board of County Commissioners shall be balanced by fund. According to C.R.S. 29-1-103 no budget adopted shall provide for expenditures in excess of available revenues and beginning fund balances.

POLICY STATEMENTS

Auditing and Financial Reporting

- An independent audit will be performed annually in accordance with State law (C.R.S.29-1-603).
- The County's accounting system, Tyler Munis, shall be maintained in conformance with Generally Accepted Accounting Principles (GAAP) established by the Governmental Accounting Standards Board (GASB) and with the goal of obtaining an unqualified opinion from the independent auditor.
- The County will produce its General Purpose Financial Statements (GPFS) in conformance with GAAP.

Fund Accounting

Pursuant to GASB 34 the principal role of funds in the new financial reporting model is to demonstrate fiscal accountability. While there are no limits to the number of individual funds a government elects to use, a basic principle of governmental accounting recommends that the entity use the smallest number of individual funds possible, consistent with its particular circumstances. Gunnison County has ~~24~~25 funds, which are broken out into three classifications: Governmental, Proprietary and Fiduciary Funds.

All policies are subject to amendment. Refer to the Gunnison County website (www.GunnisonCounty.org/Policies) for the official, most recent version of any policy adopted by the Gunnison County Board of County Commissioners.

The general ledger is organized on the basis of these funds and the fund's classification, and maintained in conformance with GAAP. Each fund is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that consist of assets, liabilities, fund equity, revenues and expenditures. The fund structure in the audited financial statements is different from the budgetary fund structure since the County does not budget for Agency Funds or Asset and Liability accounts. Therefore, these are not included in the budget document.

Governmental Funds:

General Fund

01 General Fund

Special Revenue Funds

02 Road & Bridge Fund

03 Human Services Fund

04 Public Health Fund

07 Conservation Trust Fund

12 Sales Tax Fund

13 Land Preservation Fund

30 Mosquito Control Fund

32 Sage Grouse Trust Fund

34 Risk Management

70 Housing Authority

91 Gunnison River Valley Local Marketing District

92 Gunnison Valley Transportation Authority

Capital Funds

41 Airport Construction Fund

43 Capital Expenditures Fund

Proprietary Funds:

Enterprise Funds

10 Airport Operations Fund

50 Sewer District Fund

51 Water District Fund

52 Solid Waste Fund

71 Senior Housing Fund

Internal Services Funds

80 Internal Service Fund I (County Shops/Equipment)

82 Internal Service Fund II (Information Technology/Mapping)

90 Internal Service Fund III (Unemployment/Insurance)

Fiduciary Funds:

County Treasurer Agency Fund

Public Trustee Agency Fund

Basis of Budgeting and Accounting

The basis of accounting for governmental funds is modified accrual. The basis of budgeting for governmental funds is also modified accrual. The basis of accounting for proprietary funds is full accrual, and the basis of budgeting proprietary funds is full accrual. Revenues are recognized in the accounting period in which they become "available and measurable."

The County budgets on a calendar year, January 1- December 31 for all funds. Any increase to the adopted budget requires that a supplemental budget and appropriation be approved by the Board of County

All policies are subject to amendment. Refer to the Gunnison County website (www.GunnisonCounty.org/Policies) for the official, most recent version of any policy adopted by the Gunnison County Board of County Commissioners.

Commissioners at a public hearing, with prior published notice of the proposed change (C.R.S. 29-1-109). Expenditures must not exceed appropriations approved by the Commissioners (C.R.S. 29-1-110). The appropriations are established by classification and function.

According to Colorado State Statute (C.R.S. 30-25-202), moneys credited to Capital Funds shall not revert or be transferred to any other fund. Likewise, no transfers are allowed from the General Fund into the Road & Bridge Fund per State Law (C.R.S. 30-25-106).

Fund Balances

- Each fund should maintain a fund balance at a level that will provide for a positive cash balance throughout the fiscal year, which will reduce the likelihood of having to enter into short-term debt to pay for current operating expenditures.
- Adequate fund balances will be maintained so major unplanned occurrences will not jeopardize the financial position of the County.
- In order to meet emergency obligations, avoid interruptions in cash flow, generate interest income, and maintain a sound bond rating, the County shall maintain an ~~unassigned~~ Committed fund balance in its General Fund of 25% of operational expenditures (which is defined as the total budget less capital outlay and transfers to other funds). GFOA recommended practice is at a minimum no less than five to fifteen percent of regular General Fund operating revenues, or no less than one to two months of regular General Fund operating expenditures. Because of the conservative approach to maintaining sufficient resources, Gunnison County requires an unassigned fund balance in the General Fund in excess of these recommended minimums.
- Fund balance may be used as appropriate (and approved by the Board of County Commissioners) under sound management practices when current revenues are not adequate to cover current expenditures.
- Gunnison County will maintain an emergency reserve in an amount equal to at least three percent of fiscal year spending in accordance with the provisions of Article X, Section 20 of the State Constitution (TABOR Amendment).

Revenues

- The County should strive to maintain a diversified and stable revenue base; to the extent it has the legal authority to do so.
- The County should follow an aggressive policy of collecting all due and payable revenues.
- All revenue projections should be realistically calculated and budgeted.
- Funding through grants is encouraged as a means of financing a project or one-time expenditures. The County should, however, discourage the use of intergovernmental grant assistance for routine, ongoing operational costs and programming may be cancelled if grants are not sustained.

Fees and User Charges

- The County will set its fees and user charges to recover, at a minimum, the variable costs of services in order to reduce reliance on property and other taxes.
- The County should charge fees and user charges when it is allowable, when a limited and specific group of beneficiaries can be identified or when it is feasible to charge beneficiaries for services rendered. To the extent possible, fee levels should be set to recover the full costs of the services provided, unless it is deemed necessary or desirable to subsidize the service.
- The capital and operating budgets of enterprise funds (i.e., Solid Waste Fund), shall not be subsidized by the General Fund and shall be supported wholly by fees and charges generated by the enterprise.
- As part of the budget process, the County shall annually review the fees and user charges. All changes to the schedule of fees and charges must be approved by the Board of County Commissioners.

Operating Expenditures

- The County will pay all current expenditures with current revenue.
- In accordance with Colorado State Law, Gunnison County will adopt a balanced budget for each fund.
- The County will maintain a budgetary control system to ensure adherence to the budget and will make timely reports available to management, which compare actual revenues and expenditures to budgeted amounts.
- The County will encourage the use of technology and capital investment programs that are cost effective and will manage the growth of operating costs.
- Supplemental requests for funding will be heard by the Board of County Commissioners on an as needed basis, no less than annually.
- Services that directly contribute to the BOCC Strategic Plan for the County will receive first priority for funding.
- A plan should be maintained and funded which provides for the orderly replacement of equipment.
- The County will not use long-term debt for current operational costs.

Debt

Debt is an important tool for financing capital facilities.

- The issuance of debt is in accordance with Colorado State Laws.
- Debt will not be used to finance current operating expenses. Debt should only be used for the construction of capital facilities or the purchase of capital assets. ~~In general, the assets should not be recurring capital replacements, such as vehicles.~~
- The County will confine long-term borrowing to major capital purchases or projects that cannot be financed from current revenues. The County should exhaust all possible resources, such as grants and pay-as-you-go funding, before borrowing funds.
- The Board of County Commissioners is authorized to execute lease agreements on behalf of the County, including Certificates of Participation.
- When debt is approved by the voters, the County will make every effort to obtain the best possible rating and to maintain a favorable rating through prudent financial management.
- Refunding of Outstanding Debt: A refunding (or refinancing), either on a current or advance basis, will only be executed if the net present value savings (gross savings present valued at the arbitrage yield of proposed refunding issue), net of issuance costs and cash contribution to the refinancing, is at least 3%. However, in certain circumstance, a lower threshold may be justified if the refunding is being executed for reasons other than economic savings (e.g. cash flow relief).

Capital Improvement Program (CIP)

- The County will plan for its capital needs at least five years into the future in order to address needs and to earmark revenues.
- A five-year CIP shall be prepared and updated annually. Elected official offices and departments shall request items meeting the definition of capital assets through the annual capital budget process.
- Year 1 of the five-year CIP will be fully funded in the same year's budget that the five-year CIP was adopted, if it cannot be funded the project will be moved to Year 2.
- The CIP incorporates a ranking method to determine priority of projects that includes project criteria weight factors and amplification factors.
- The County will strive to fund capital improvements on a pay-as-you-go basis in order to enhance its financial condition and bond rating.
- An asset is classified as a fixed asset if the cost is greater than \$5,000 and its useful life is greater than ~~two~~ three years.

Compensation

One of the largest expenditure items is salaries and benefits for Gunnison County employees. The County recognizes its employees as the greatest asset and takes pride in its ability to deliver a total compensation package that includes cash compensation, health insurance and retirement benefits, and other employee benefits that provide employees with security and opportunity.

Gunnison County is committed to compensating its employees fairly, within economically feasible parameters, while considering the competitive job market, internal equity and individual performance.

- Salary range structures should be evaluated periodically to determine the relative competitiveness of the pay structure to the job market.
- The midpoint of the salary range is the market value against which the County will assess its pay plan relative to the job market.
- All proposed salary structure adjustments require the approval of the Board of County Commissioners during the annual budget process. Equity, one-time payments and performance adjustments require the approval of the County Manager.
- Staffing levels will be identified in the approved budget document and shall not exceed the authorized level.
- Savings in an adopted budget that result from vacant positions are not to be used as justification for Elected Officials or Department Heads to increase expenses for operational or capital expenditure purposes unless approved by the County Manager in advance.
- Gunnison County does not have a defined benefit plan for retirees.

Internal Controls

Gunnison County management is responsible for establishing and maintaining an internal control structure. Internal controls are defined as the organization and methods used to: 1) safeguard assets from loss by fraud or by unintentional errors; 2) assure the reliability of the accounting data which management may use in making decisions; and 3) promote operational efficiency and encourage adherence to adopted policies. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of control should not exceed the benefits likely to be derived and that the evaluation of costs and benefits requires estimates and judgments by management. We believe the County's internal control structure adequately safeguards assets and provides reasonable assurance of proper recording of financial transactions.

- The County will utilize the Tyler Munis accounting software system to maintain its financial accounting and reporting. All records and reporting will be in accordance with GAAP. The County will maintain an accounting system which provides internal budgetary and accounting controls designed to provide reasonable assurance regarding both the safeguarding of assets against the loss from unauthorized use or disposition and the reliability of financial information used in preparation of financial statements and reports.
- An independent certified public accounting firm will perform an annual audit and will publicly issue a financial opinion and a statement on internal controls. A management letter will be part of this report.
- The County will maintain and update procedures designed for position control, as it relates to authorized positions, hours budgeted and worked, and filling vacancies. All positions dependent on grant funding will require the employee to verify their understanding that if grant funding decreases or ends, their compensation will also decrease or end.
- The County Finance Office will maintain a fixed assets inventory for assets greater than \$5,000. Capitalization thresholds will not be applied to groups of similar items if they individually do not meet the capitalization criteria unless deemed as material for financial statement reporting.
- The County Departments will maintain an inventory of items that require special attention to ensure legal compliance. Legal or contractual provisions may require a higher than ordinary level of accountability over certain items (i.e., items acquired through grant contracts).
- The County Departments will maintain an inventory of theft sensitive items (i.e., computers, laptops, monitors).

- The County Departments will maintain an inventory of items that require special attention to protect public safety and avoid potential liability (i.e., Sheriff's or Airport firearms).
- Internal control procedures should be formally documented and reviewed periodically.
- The Finance Department, Internal Service Fund II (Information Technology/Mapping), and the Treasury Department will coordinate internal control efforts to safeguard assets against electronic theft.
- ~~An accounting procedures manual will be maintained and updated on a continuing basis.~~

Amending the Budget

A budget amendment will increase or decrease budget appropriations adopted by the Board of County Commissioners. Budget appropriations may be adjusted due to the following:

- Appropriation Transfers - the transfer of appropriated budget from one or more spending agencies in a fund to one or more spending agencies in another fund or between spending agencies within a fund (C.R.S. 29-1-109 1a).
 - Used when a unit is identified as having insufficient budget dollars while at the same time another appropriation unit is identified as having an excess budget.
- Supplemental Appropriations - if, during the fiscal year, unanticipated revenues that were not assured at the time of the adoption of the budget from any source other than the local government property tax mill levy are received or if the beginning fund balance is in excess of the budgeted fund balance, the result is additional available revenues 29-1-109 1b).
 - Used when a policy, law, statute, or court ruling becomes effective which mandates expenditures that were not anticipated or budgeted.
 - Used when an expenditure item is essential to the operation of a County office or department that was neither anticipated nor budgeted.
 - Used when revenue is received and designated for a particular purpose that was neither anticipated nor budgeted.
- Budgetary Decreases - if revenues are lower than anticipated in the adopted budget (C.R.S. 29-1-109 1c).
 - Used when the projected revenue shortfall is large enough that it would cause a shortfall for a fund or for a program dependent upon it.

Review Timeline

These policies will be evaluated annually and updated periodically, no less than once every five years.

COMPLIANCE

This policy shall be complied with in all respects. Revisions to this policy may occur. However, when deemed necessary in order to fully protect the County's interests, the interest of the public, and to more fully protect the safety of the public, including employees governed by this policy, this policy may be changed without notice.

APPLICABLE LEGISLATION AND/OR RELATED REGULATIONS, POLICIES AND FORMS

- Article X, Section 20 of the Colorado Constitution (TABOR Amendment)
- C.R.S. 29-1-109 & C.R.S. 29-1-109(1)(a-c)
- C.R.S. 29-1-110
- C.R.S. 29-1-506
- C.R.S. 29-1-603
- C.R.S. 30-25-106
- C.R.S. 30-25-202
- Generally Accepted Accounting Principles (GAAP)



Policy Name:	Gunnison County Procurement Policy			Policy Number:	1.2.10
Approval Authority:	Gunnison County Board of County Commissioners			Adoption Document	Resolution #2020-6
Date of Initial Adoption:	2/18/2020	Effective Date:	2/18/2020	Policy Custodian:	Administration Department
Last Review / Revision Date:	N/A	Review Frequency:	Every one (1) year.	Next Review Due:	2/18/2021

PURPOSE

The purpose of Gunnison County's procurement Policy is to:

- Provide for the fair and equitable treatment by the County of all persons involved in public procurement.
- Maximize the purchasing value of public funds.
- Codify and standardize the County's procurement rules and regulations for orderly and efficient administration.
- Provide safeguards for maintaining a procurement system of quality and integrity.
- Foster effective, broad-based competition within the free enterprise system.

SCOPE

This policy applies to the entire Gunnison County organization, including all departments and offices, and to the procurement of all goods and services required by the County, irrespective of the source of the County funds.

DEFINITIONS

- **Award** is the acceptance of a quote or proposal by the execution of a written agreement.
- **Bidder** is a business, individual, committee, club, organization or group of individuals that provide a competitive price offer and has the capability in all respects to perform fully the contract requirements.
- **BOCC** is the Gunnison County Board of County Commissioners.
- **Brand Name or Equal Specification** is a bid specification that identifies a particular manufacturer's product by name, trademark, or other identifying numbers to describe the standard of quality, performance, and other salient characteristics needed to meet County requirements and allow vendors to submit equivalent products.
- **Brand Name Specifications** means a bid specification limited to a particular manufacturer's brand name product or trademarked item whereby vendors may only submit bids for the brand name product identified. In certain instances, County efforts to gain efficiencies through standardizing on certain brand of products may justify the use of a brand name specification in a bid solicitation.
- **Contract** includes contracts for Professional Services, Professional Services Agreements, Capital Construction Contracts, and any other contract executed by Gunnison County or Procurement Card (P-Card) transaction in which County funds are used to acquire goods or services.
- **Contractor** is any person or company having a contract with Gunnison County.
- **County Manager** is the person serving in the position of County Manager, except that the County Manager may delegate authority for specific purchases to another

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- employee.
- **Direct or Indirect Participation** is the involvement through decision, approval, disapproval, recommendation, preparation of any part of the purchase request, influencing the content of a specification or standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
 - **Financial Interest** is any monetary involvement in a business, employment or prospective employment for which negotiations have begun, an ownership interest in real or personal property, a loan or any other debtor interest, or being an officer in a business. Employees who may serve as a voting member on a non-profit board or commission that receives funding from Gunnison County must recuse themselves from any monetary decisions involving the County.
 - **Gratuity** is a payment, loan subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised.
 - **Immediate Family** is the spouse, domestic partner, parent, grandparent, child, grandchild, brother, sister, either through blood, adoption or marriage, which includes in-law and step relationships.
 - **Invitation for Bid (IFB)** is the process used to solicit bids from qualified vendors for goods or services when complete specifications or specific purchase descriptions are available. The specifications for the items to be procured are not subject to negotiation.
 - **Procurement** is the buying, purchasing, renting, leasing, or other acquisition of supplies/services that involve the expenditure of funds or the rendering of any consideration on the part of the County. Though the terms "Procurement" and "Purchasing" are often used interchangeably, "Purchasing" is only one phase of the procurement cycle. Procurement consists of:
 - Planning and scheduling including defining the need, source selection, risk assessment and allocation of resources.
 - Source selection (purchasing) is the process through which qualified providers are identified, solicited, evaluated and selected.
 - Contract administration includes finalization of terms and conditions, payment of invoices, and adherence to identified insurance requirements through contract completion.
 - **Procurement Process** is the series of acts of defining requirements, solicitation of sources, issuing bid documents, source selection, preparation and award of contract, and administration of the contract.
 - **Request for Information (RFI)** is a written request for contractors to provide non-proprietary product and/or service information. An RFI is issued by the County for the purposes of allowing contractors an opportunity to make representations concerning products they sell or services they render; without any obligation on the part of the County to purchase such goods or services.
 - **Request for Proposal (RFP)** is all written documents, whether attached or incorporated by reference, utilized for the solicitation of proposals. An RFP requires a contractor to propose a solution to Gunnison County based on the contractor's interpretation of the RFP specifications and statement of work. The terms of the proposals upon submission are open to negotiation.
 - **Request for Qualifications (RFQ)** is the formal process for the County to solicit statements of qualifications of potential service providers allowing potential service providers an opportunity to make representations concerning services they render; without any obligation on the part of the County to purchase such services.
 - **Scope of Work (SOW)** describes the specific service requirements and expectations applicable to a contractor concerning particular goods and/or services being procured by the County. The SOW identifies responsibilities of both the County and the Contractor.
 - **Services** are the furnishing of labor, time, materials, tools and/or equipment by a

contractor which involves the delivery of a specific end result related to the performance criteria in the contract.

- **Specification** is any description of the physical or functional characteristics or description of the unique nature of a product or service.
- **Surplus Property** is any County-owned property that is no longer functional (and is beyond repair), has been utilized for a period of time equal to its useful life, and/or is no longer of any use to any County department.

POLICY STATEMENTS

General

When the procurement involves the expenditure of State or Federal assistance, grants or contract funds, the procurement shall be conducted in accordance with any applicable local, State or Federal laws/regulations as they pertain to the State or Federal assistance, grant or contract funds.

The County is responsible for purchasing high-quality goods and services, at a reasonable cost and in a timely manner, through a competitive selection process.

The County is responsible for ensuring fair and equitable treatment of all persons involved in providing goods, services and/or construction to the County.

The County is responsible for maintaining an open and competitive environment for all qualified vendors where sellers have access to County business and where all procurement actions are conducted fairly and impartially in the best interest of Gunnison County.

Competitive sealed bids or competitive proposals shall be used to facilitate contracts with nongovernmental contractors for the purchase or lease of goods and services in accordance with the limitations described herein.

Ethical Standards

All Gunnison County officials and employees must comply with the Standards of Conduct and the Code of Ethics contained in C.R.S. §24-18-101, et seq., the rules concerning interests in contracts contained in C.R.S. §24-18-201, and the ethics in government provisions applicable to County officials and employees contained in Article XXIX of the Colorado State Constitution. The Ethical Standards stated in this section are summaries of the statutory and constitutional requirements, and do not supersede the statutory and constitutional requirements. Any official or employee who has a question about whether a specific action is a violation of the Ethical Standards should review the applicable statutes and constitutional provisions cited in this section and/or consult with the County Attorney.

A Gunnison County official or employee shall not:

- Disclose or use confidential information acquired in the course of his or her official duties in order to further substantially his or her personal financial interests; or
- Accept a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value, as described in C.R.S. §24-18-104, including, without limitation, any gift with a value in excess of the amount of \$65.00, as such amount limitation may be adjusted for inflation pursuant to Section 3 of Article XXIX of the Colorado State Constitution.

A Gunnison County official or employee should not, within six months following the termination of his or her office or employment with Gunnison County, obtain employment in which he or she will take direct financial advantage, unavailable to others, of matters with which he or she was directly involved during his or her term of employment. These matters include rules, other than rules of general application, which he or she actively helped to formulate and applications, claims or contested cases in the consideration of which he or she

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was an active participant.

A Gunnison County official or employee should not perform an official act directly and substantially affecting a business or other undertaking to its economic detriment when he or she has a substantial financial interest in a competing firm or undertaking.

A Gunnison County official or employee is prohibited from assisting or enabling members of his or her immediate family in obtaining employment, a gift of substantial value, or an economic benefit tantamount to a gift or substantial value from a person whom the official or employee is in a position to reward with official action or has rewarded with official action in the past.

To the extent that violations of ethical standards of conduct constitute violations of State or Federal laws, sanctions shall be imposed as provided by law.

Vendor Requirements

No bidder, vendor, potential supplier, contractor or subcontractor shall confer upon any public official or employee, participating in a procurement transaction, any payment, loan, subscription, advance, deposit of money, or service, either presented or promised.

All bidders, vendors, potential suppliers, contractors or subcontractors shall complete a disclosure of interest form to inform of any County Employees' personal interest in the respective procurement. Failure to make the required disclosure may result in disqualification, disbarment, suspension from bidding, rescission of contracts and/or other sanctions as appropriate.

No contractor or subcontractor shall give, demand or receive from any suppliers, subcontractors or competitors any bribe or kickback or anything of value in return for participation in a procurement transaction or agreeing not to compete in a transaction.

Architects or engineers contracted by the County may not directly or indirectly furnish building materials, supplies or equipment for any structure on which they are providing professional services, unless the provision has been formally included in the service contract.

Contemporaneous Employment Prohibited

No County employee directly or indirectly involved in the County's procurement process shall engage in any outside employment or other activity that is a conflict of interest with the proper discharge of the employee's County office or position.

Conflict of Interest Waiver

The County Manager, in consultation with the County Attorney, may grant a waiver from the above Employee Requirements provisions upon making a determination that:

- The conflict or financial interest has been disclosed;
- The employee will be able to perform their procurement function without actual or apparent bias or favoritism, and without a violation of State or Federal law; and
- The award will be in the best interests of Gunnison County.

Remedies and Consequences of Breach

The value of anything transferred or received in a breach of ethical standards will be recoverable by the County from the recipient in accordance with due process requirements and existing law. Any employee involved in a breach of ethical standards may also be disciplined in accordance with Section 6 of the Gunnison County Employee Handbook.

Authority

- * **Board of County Commissioners** – The Board of County Commissioners shall

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- establish the policy for all procurement conducted by Gunnison County government.
- * **The County Manger** – The County Manager is responsible for ensuring compliance with this Procurement Policy. Also, the Gunnison County Manager has contract execution authority as governed by Policy #1.2.1.2, Gunnison County Manager Contract-Execution Authority Policy.
- * **Department Directors** – Department directors shall be delegated purchasing authority and responsibility as set forth, and department directors may delegate purchasing authority to department staff as required.

Expenditure Approval and Source Selection Requirements

The following table reflects expenditure approval and source selection requirements:

Expenditure Amount	Expenditure Approval Level	Source Selection
Up to \$9,999 ¹	Department Director	No competitive IFB, RFI, RFP and/or RFQ required.
\$10,000 - \$124,135 ,000 ²	County Manager	Documented, competitive bid from at least three (3) sources. Exceptions may be individually considered.
Greater than \$124,135 ,000 ²	BOCC	Formal, advertised bid (IFB or RFP).

1. Department Director purchasing/selection authority does not give them contracting/signatory authority. All normal contracting processes must be followed.
2. Policy 1.2.1.2 outlines the County Manager's contract-execution authority, which includes an automatic annual CPI adjustment. Therefore, the authority granted in Policy 1.2.1.2 will prevail in any conflict between the above maximum expenditure amount shown for the County Manager and the corresponding threshold for requiring BOCC approval.

Additional Table Notes:

- *County staff will exercise due diligence to ensure competitive pricing for all purchases.*
- *All thresholds above are per total transaction cost not per item.*
- *Adequate current year budget appropriation required for all purchases.*
- *Expenditures involving County facilities including leases, rentals, maintenance, furniture, or vehicles must be coordinated with Facilities and/or, Fleet.*
- *Expenditures involving computer or phone equipment, hardware, software, peripherals, subscriptions, or professional services must be coordinated with IT Department.*
- *Expenditures involving insurance claim purchases or services must be coordinated with Finance, County Attorney and Facilities or Fleet Managers.*
- *Expenditures involving legal purchases or services require approval from the County Attorney.*
- *In all purchases, the bid or contract shall be awarded to the most responsive, responsible and best-value bidder, which may not necessarily be the lowest-price bidder being selected.*

Documented Competitive Bids or Competitive Source Selection

In competitive bidding, the following may be required, as applicable:

- Instructions and information to bidders concerning the bid submission requirements, including the time and closing date, and the address of the office to which bids are to be delivered;
- The project description that includes the Specifications and/or Scope of Work (SOW)

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- and all drawings;
- The basis of award, delivery, or performance schedule, and inspection and acceptance requirements;
 - The proposed contract and all standard clauses, conditions, and attachments, as may be amended upon consultation with the County Attorney;
 - A schedule of all applicable deadlines and key dates; and
 - C.R.S. §43-2-209 requires that proposed work on highways be advertised and that a formal competitive source selection process be conducted, for work requiring a contractor's bond.

Sole Source Procurements

If a competitive process is required, a department director may recommend and the County Manager may approve the award of a contract without competition after conducting a good faith review of available sources. The department director of the requesting department, with the assistance from the Finance Director, if requested, may conduct negotiations, as appropriate, as to price, delivery, and other terms and conditions.

Invitation for Bid (IFB) Requirements

The responsible department will prepare and publish an IFB solicitation package that shall, at minimum, include:

- Instructions and information to bidders concerning the bid submission requirements, including the time and closing date and the address of the office to which bids are to be delivered; and
- Accurate and thorough description of the Specifications and/or Scope of Work (SOW) and any drawings.

All bids shall be unconditionally accepted without alteration or corrections, except as specifically authorized elsewhere in these procedures. Bids shall be evaluated based on the requirements set forth in the IFB document which may include consideration for such factors as: inspection, standardization, testing, references, quality, price, workmanship, delivery, functionality, and suitability for a particular purpose. Potential suppliers responding to an IFB may be contacted by the department director or designee prior to award, for the purposes of obtaining clarification to assure a full understanding of, and conformance to, all IFB requirements.

Request for Proposal (RFP) Requirements

The responsible department will prepare and publish an RFP solicitation package that shall, at minimum, include:

- Instructions and information to the proposer concerning proposal submission requirements, including the time and closing date and the address of the office to which proposals are to be delivered;
- Accurate and thorough description of the Specifications and/or Scope of Work (SOW), any drawings, and any insurance/bonding requirements;
- The evaluation factors and their relevant importance, and
- A schedule of all deadlines and key dates.

The source selection process for RFP's is the same as identified for IFB's and RFO's with two (2) exceptions:

- The record that is prepared, containing information on the proposals received and other associated information, may or may not be disclosed until after award of the contract, depending on the County's best interests.
- The identity of competing suppliers, and the associated information derived from their RFP responses, may or may not be disclosed to any competing RFP respondent prior to award of the contract, depending on the County's best interests. After award of a

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contract, all information (with the exception of proprietary business and financial information) received from all vendors who responded to the RFP shall be considered public information and shall be available for public review upon request.

Request for Qualification (RFQ) Requirements

The responsible department will prepare and publish an RFQ solicitation package that shall, at minimum, include:

- Instructions and information to the potential supplier concerning submission requirements, including the time and closing date and the address of the office to which responses are to be delivered.

Public Notice of RFP or RFQ

In cases where an RFP or RFQ is used, adequate public notice of at least seven (7) days will be provided on the Gunnison County website to allow potential suppliers an opportunity to respond to the respective RFP or RFQ document. Public notices for construction work must be published fourteen (14) days prior to the RFP or RFQ closing date. Advertisement in additional publications or locations is optional.

Exceptions to Competitive Selection Requirements

The following are exempt from competitive source selection:

- Notwithstanding any other provisions of this Gunnison County Procurement Policy, the County Manager may make, or authorize others to make, emergency procurements of goods or services up to the expenditure limit outlined in Policy #1.2.4.3.1, currently \$250,000, when there exists a threat to public health, welfare or safety, and/or the expenditure limit outlined in Policy #1.2.1.2, currently \$124,000, when there exists an urgent need to support the County's delivery of essential services and limit interruption of operations, and:
 - The emergency procurement is made with as much competition as is practical under the circumstances;
 - Sufficient budgeted and appropriated funds are available; and
 - The emergency purchase is placed on the next regularly scheduled BOCC meeting for ratification.
- Advertisements placed in newspapers to meet obligations under Colorado Statutes concerning legal and/or public notices; or, for purposes of increasing public awareness of services.
- Governmental agency agreements that facilitate payments (or reimbursements) between Gunnison County and other agencies for which an appropriation was determined by budget hearings whether conveyed under contract, grant or other means, and whether or not Gunnison County receives goods, services, or other values there under. (*i.e., emergency search & rescues, cities, counties, public education institutions, etc.*).
- Mileage and personal reimbursements to County officials or employees or individuals for expenses paid out-of-pocket as stated in the Gunnison County Travel Policy.
- Dues, meetings, and miscellaneous travel expenses for seminars or conventions.
- Education and training fees paid for training of Gunnison County officials or employees.
- Expert witness and transcript services for the County Attorney or Sheriff.
- Licensed professionals such as attorneys, specialty engineers, surveyors and medical professionals.
- Intergovernmental Agreements and Memorandums of Understanding to receive specific services from other government entities.
- Goods or services that are available via prior awarded bid to a governmental entity in the State of Colorado.
- Utilization of State bid lists and pricing agreements to procure items already vetted through the State's process.

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Waiver of Competitive Source Selection Requirements

Requirements outlined in these procedures may be waived by the County Manager when the same or similar supply or service has been put out to bid by Gunnison County (or other Government entities) within the last six (6) months.

The competitive source selection process may be waived by the County Manager upon a determination that the IFB or RFP requirements would cause undue delay or hardship for a County department, a delay that contributes to a public safety hazard, and/or such waiver is deemed to be in the best interest of Gunnison County.

Cancellation of IFB, RFP or RFQ

An IFB, RFP, RFQ or other type of solicitation initiated by Gunnison County may be cancelled, or a solicitation response by a vendor may be rejected in whole or in part as specifically identified in the solicitation document or when it is in the best interest of Gunnison County. Each solicitation issued by Gunnison County shall state that the solicitation may be cancelled and that any response to a solicitation issued by Gunnison County may be rejected in whole or in part when in the best interest of Gunnison County.

Withdrawal of Bid

Withdrawal of a bid by a supplier may be permitted (up to the time of award) if the supplier provides a written request to withdraw a bid or if the supplier submits written proof that clearly and convincingly demonstrates that an error was made within their bid.

Award of Contract

Any contract or purchase order shall be awarded with reasonable promptness by appropriate notice to the most responsive, responsible and best-value bidder, which may not necessarily be the lowest-price bidder being selected. In the event that all bids received exceed available funds, the department director is authorized, in situations where time or economic considerations preclude the re-solicitation of bids, to attempt to negotiate an adjustment of the price and/or the Scope of Work with one or more of the bidders.

Bid Protests, Claims, Remedies, and Non-responsibility

Any bidder, submitter of a proposal, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest. Protestors shall initially seek resolution of their complaints with Gunnison County. A protest with respect to an IFB, RFP or RFQ shall be submitted in writing prior to the opening of solicitations or the closing date of solicitations, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date of proposals.

The protest shall be submitted in writing to Gunnison County within seven (7) business days after such aggrieved person knows or should have known of the facts giving rise thereto. In the event of a timely protest, Gunnison County shall call the matter to the County Manager's attention immediately and ask for a determination of whether it is necessary to delay or to go forward on the project despite the objection.

If prior to or after the bid opening or the closing date for receipt of proposals, it is determined that a solicitation is in violation of State or Federal law, the solicitation or proposed award shall be cancelled or revised to comply with applicable law.

Brand Name or Equal Specification

Because the use of a brand name specification is restrictive, it may only be used when the brand name will satisfy the County's needs, and:

- No other design, performance specification or qualified product list is available;
- Time does not permit the preparation of another form of product description;

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- The nature of the product or the nature of Gunnison County's requirements makes use of brand name or equal specification suitable for the procurement; or
- It is in Gunnison County's best interest due to compatibility with existing products.

Non-restrictive Use of Brand Name or Equal Specification

When a brand name or equal specification is used in a bid document, the bid document shall include language that the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

Contract Administration

All contracts and agreements must include the County's standard contractual terms as approved by the County Attorney. Contracts or agreements that incur liability for the County must include evidence of insurance and be approved by the County Attorney.

Annual contracts may include extensions. Multi-year contracts may also be approved, but they are subject to annual appropriation.

Professional Service Contracts

Professional Services Contracts, including the initial term and all available extension options, may be approved by the County Manager. Exceptions to Professional Services Contract terms:

- Long-term agreements with other government entities
- Licensing agreements
- As agreed to by the County Manager

Change Orders to Professional Services and Capital Construction Contracts

Professional Services and construction contracts shall contain a defined procedure to document any change to the Scope of Work. The Gunnison County Contract Administrator identified in the contract shall be responsible for documenting the change and any resulting changes in the contract value. Contracts shall contain instructions which define the manner in which changes are documented.

The contract's identified Gunnison County Contract Administrator shall have full authority to initiate and approve changes that decrease the scope of work and/or the contract price.

The contract's identified Gunnison County Contract Administrator may incorporate changes that increase the scope of work and/or the contract price if the proposed change results in a total contract value of no more than \$49,999. Changes that increase the total contract value to \$50,000 or more must be preapproved by either the County Manager or, if the change exceeds the County Manager's contracting authority, the BOCC.

Contract Claims

All claims by a contractor against Gunnison County relating to a supply contract, except bid protests, shall be submitted in writing to the County Manager for a decision. The contractor may request a conference with the County Manager on the claim. Claims include, without limitation, disputes arising under a supply contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or cancellation.

Authority to Settle Bid Protests and Contract Claims

The Gunnison County Manager is authorized to settle any protest regarding the solicitation or award of a Gunnison County supply contract, or any claim arising out of the performance of a Gunnison County supply contract.

The Gunnison County Manager will review the contract claim and a written decision shall be

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promptly issued. The decision shall state the basis for the decision reached.

If the Gunnison County Manager does not issue a written decision regarding any controversy within twenty (20) business days after written request for a final decision, or within a longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

Disposal of Surplus Property

Policy #5.1.3, the Gunnison County Surplus Disposition Policy, outlines the final step in the procurement cycle, which is the disposal of personal or real property that exceeds Gunnison County's needs and is not required for Gunnison County's foreseeable needs.

COMPLIANCE

This policy shall be complied with in all respects. Revisions to this policy may occur and every attempt will be made to provide prior notice of any such change. However, when deemed necessary in order to fully protect the County's interests, the interest of the public, and to more fully protect the safety of the public, including employees governed by this policy, this policy may be changed without notice.

E-PROCUREMENT

Utilization of eProcurement and Automated Technology to improve efficiencies and vendor data management should be part of the purchasing operation if the technology is available for the County to use.

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TRANSPARENCY

Purchasing policy/manual, to include the Procurement Ethics, must be published on the County's website.

APPLICABLE LEGISLATION AND/OR RELATED REGULATIONS, POLICIES AND FORMS

- C.R.S. §24-18-101; Legislative Direction
- C.R.S. §24-18-104; Rules of Conduct for All Public Officers, Members of the General Assembly, Local Government Officials, and Employees
- C.R.S. §24-18-201; Interests in Contracts
- C.R.S. §24-103-202; Invitation for Bids
- C.R.S. §43-2-209; Contract for Work on Highways – Advertise for Bids
- Article XXIX of the Colorado State Constitution
- Gunnison County Policy #1.2.1.2 – Gunnison County Manager Contract-Execution Authority Policy
- Gunnison County Policy #1.2.4.3.1 – Gunnison County Emergency and Disaster Management Procedures
- Gunnison County Policy #4.3.1 – Gunnison County Employee Handbook
- Gunnison County Policy #5.1.3 – Surplus Property Disposition Policy
- National Procurement Institute - Best Practices & Excellence in Procurement criteria

All policies are subject to amendment. Refer to the Gunnison County website (www.GunnisonCounty.org/Policies) for the official, most recent version of any policy adopted by the Gunnison County Board of County Commissioners.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Overview; 2022 Budget-in-Brief

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

2022 Budget-in-Brief presentation. Just like the annual financial report, a summarized budget report has been created to help in transparency and communication with the residents of Gunnison County.

Fiscal Impact:

Submitted by: Agnes Kroneraff

Submitter's Email Address: akroneraff@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/11/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10 minutes

Agenda Date: 3/15/2022



2022

BUDGET-IN-BRIEF



Prepared by:

GUNNISON COUNTY FINANCE DEPARTMENT



Table of Contents

County Profile

- General Information2
- Governing Body2
- Vision Statement2
- Organizational Structure3
- Economic Profile3

Budget Overview

- Strategic Plan4
- Budget Summary4
- County-wide Revenue Summary5
- County-wide Expenditure/ Expense Summary5
- Appropriation Budget by Function6
- General Fund.....7
- Property Tax Detail8
- Sales Tax Detail.....9
- Fund Balances9

Personnel

- Personnel Distribution..... 10
- Changes in Staffing Levels 10

Capital Expenditures

- Summary of Capital Expenditures 11

Debt

- Summary of Debt Obligations 12
- Credit Ratings..... 12

Financial Structure

- Department/Program Structure 13
- Budgetary Fund Structure 14
- Budget Process/Citizen Input..... 15

This document has been designed to communicate the summarized annual budget information to our residents on behalf of the Board of County Commissioners and the County Manager. Thank you for taking the time to stay informed on the important budgetary decisions made by your County leadership team.

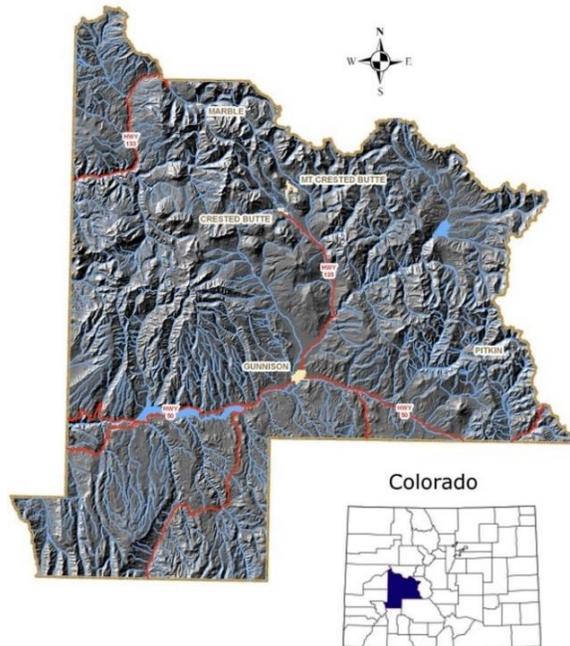
To view the entire budget document, please go online and visit <https://www.gunnisoncounty.org/388/Budget>.

County Profile

General Information

Gunnison County was founded March 9, 1877. The county was named for John W. Gunnison, a United States Army officer and captain in the Army Topographical Engineers, who surveyed for the transcontinental railroad in 1853.

The County is surrounded by the 1.6 million acre Gunnison National Forest encompassing some of the wildest and most beautiful terrain in the world, including Colorado's largest manmade lake - Blue Mesa Reservoir, Black Canyon National Park, Curecanti National Recreation Area, and 2,000 miles of trout streams. In fact, 85% of Gunnison County is under public use and management.



Quick Facts

Population, Census 2020	16,918
Area	3,239.10 sq. miles
Altitude – high/low	14,285 ft / 5,880 ft
County Seat	City of Gunnison

Source: U.S. Census Bureau

Governing Body

Gunnison County is organized under the County Commissioner form of government. The governing body is led by three elected Commissioners. The Elected officials:



Jonathan Houck
Chairperson,
Commissioner - District 2



Roland Mason
Vice-Chairperson,
Commissioner-Elect - District 3

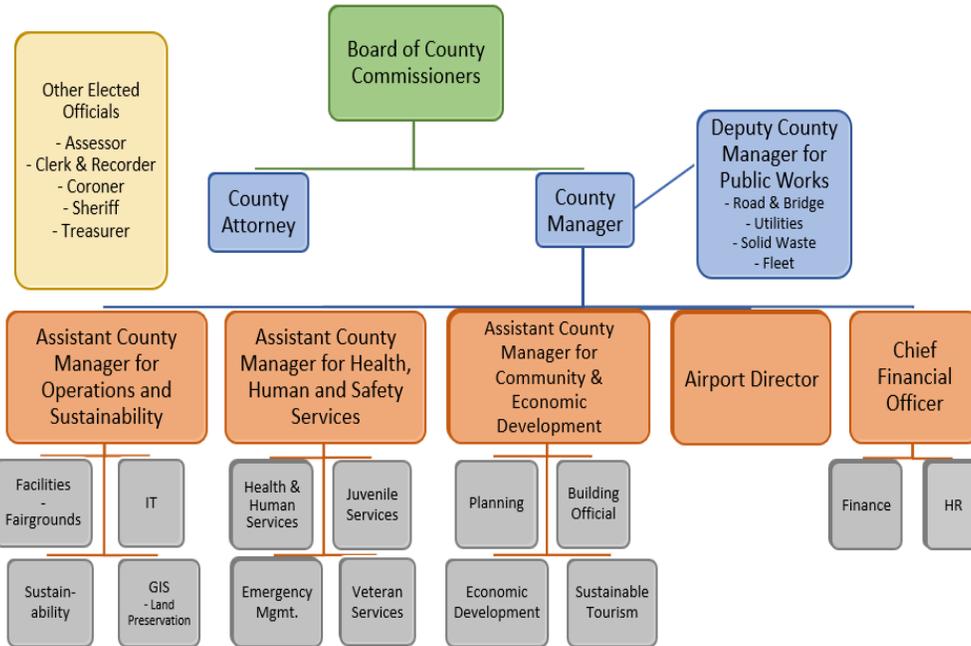


Elizabeth "Liz" Smith
Commissioner - District 1

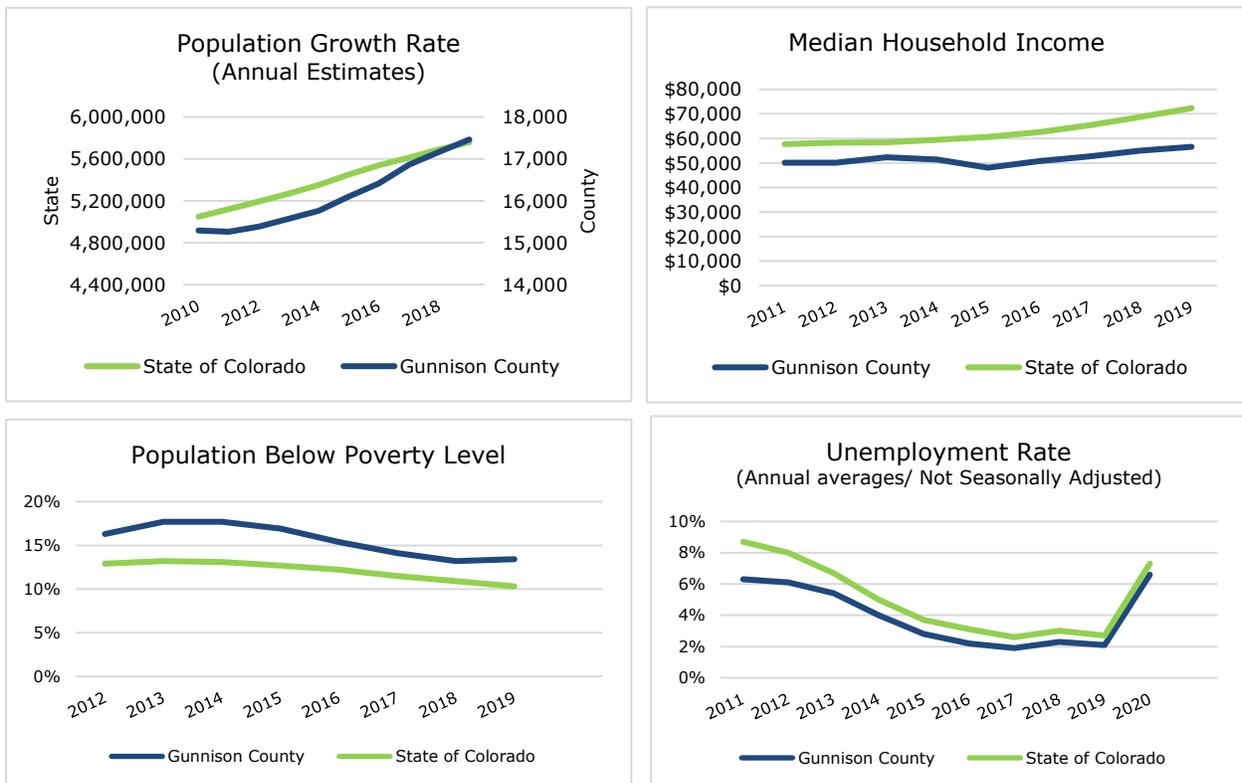
Vision Statement

Gunnison County cherishes its sense of community and place. We strive to preserve and promote the wellbeing of the County's citizens, natural environment and rural character. We will deliver services and set standards that reflect our values and preserve our unique quality of life for present and future generations to enjoy.

Organizational Structure



Economic Profile



Source: U.S. Bureau of Labor Statistics

Budget Overview

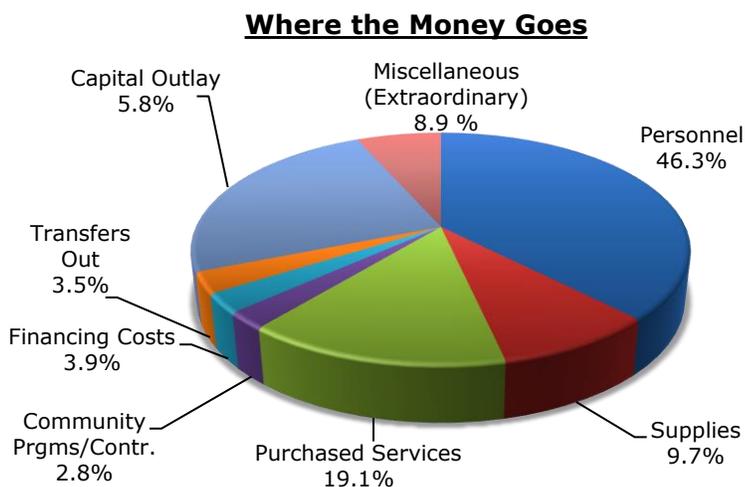
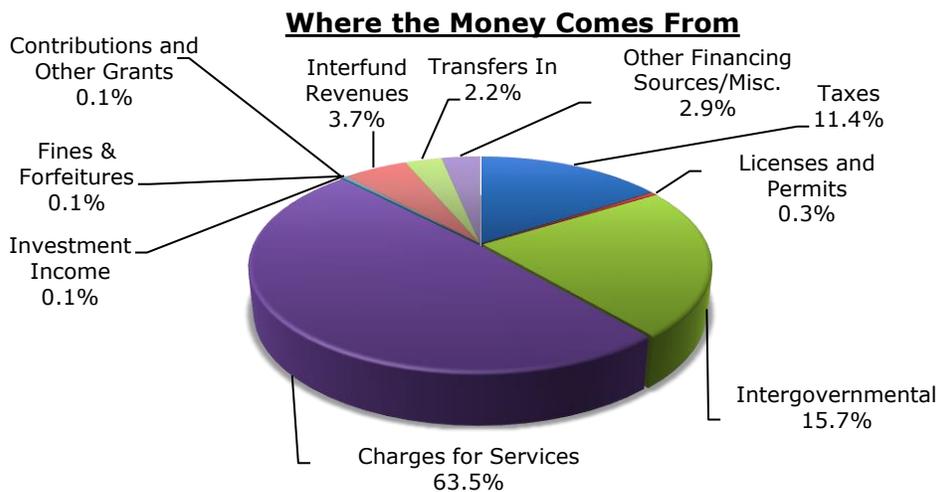
Strategic Plan

The 2022 budget was developed around the performance management initiative called Managing for Results (MFR) and links resources to results, following the Board of County Commissioners' Strategic Plan. The four strategic priorities set by the Board are: 1) Ensure sound infrastructure; 2) Protect the environment; 3) Promote prosperous, collaborative and healthy communities; and 4) Deliver high quality services. To view the Gunnison County's Strategic Plan document, please go visit:

<https://www.gunnisoncounty.org/DocumentCenter/View/2324/Gunnison-County-Strategic-Plan?bidId=>

Budget Summary

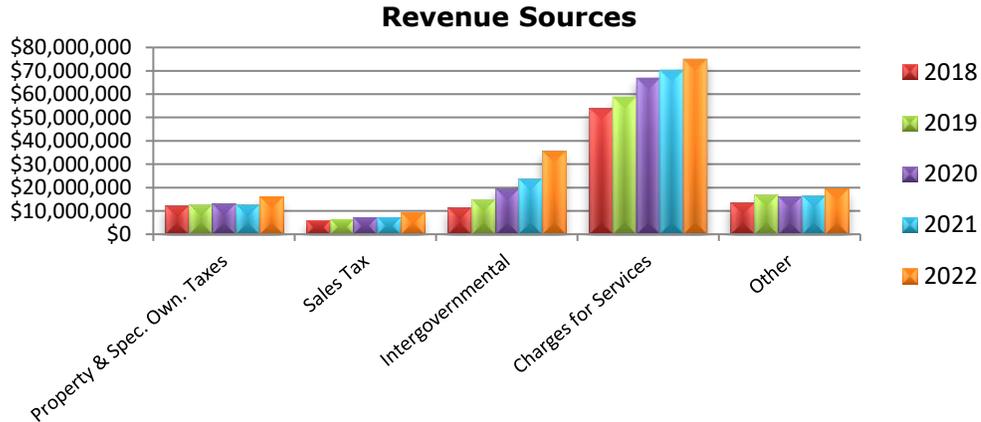
The total budget for 2022 is \$169,134,285. In total this is an increase of 32% from the 2021's original budget. The budget is funded with revenue estimates and anticipated fund balance. The summary of County resources and appropriations by broad categories are illustrated below:





County-wide Revenue Summary

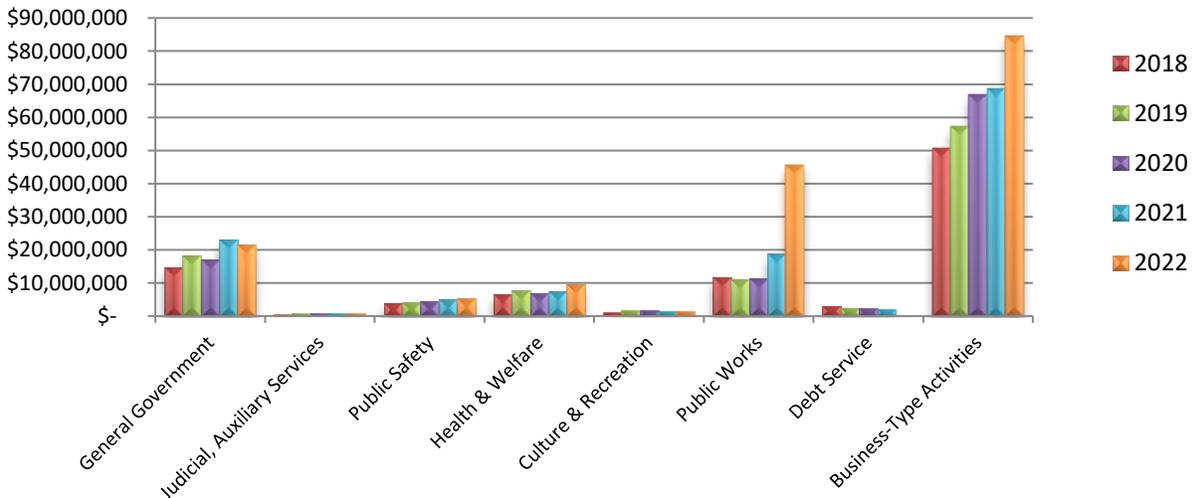
Out of the major revenue categories, the largest revenue area continues to be non-tax revenue: 1) charges for services, and 2) intergovernmental sources. The 2022 budget has a total of \$77,637,164 from charges for services, and \$35,715,430 from intergovernmental services (mainly grants).



County-wide Expenditure/ Expense Summary

The 2022 total appropriations of \$169,134,285 are summarized below by service category. The two major categories are: 1) business-type activities with the total of \$84,533,255; and 2) public works with the total of \$45,595,610 appropriations. Business-type activities show a 11% increase from last year mainly due to Gunnison Valley Health’s increased expenditures. Public works increased by 143% due to renovation of the airport terminal, and other capital projects like the new library and affordable housing.

Adopted Expenditures & Expenses





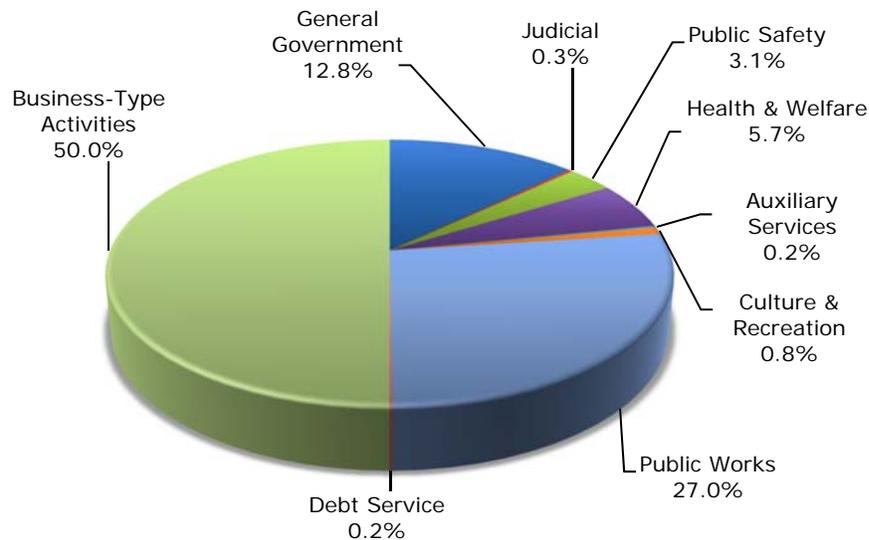
Appropriation Budget by Function (Expenditures/ Expenses Only)

The 2022 total appropriations are summarized below by function.

	2020 Actual	Original 2021 Actual	Revised 2021 Budget	2021 Projected	2022 Budget
Appropriations					
General Government	\$ 18,785,699	\$ 17,660,109	\$ 22,752,783	\$ 19,442,500	\$ 21,584,210
Judicial	425,685	425,703	428,320	428,320	454,080
Public Safety	5,199,818	5,150,364	5,459,439	4,670,760	5,286,000
Health & Welfare	8,106,657	7,580,690	12,036,945	9,117,520	9,653,390
Auxiliary Services	264,496	327,870	327,870	304,680	312,040
Culture & Recreation	1,108,917	1,432,717	1,292,196	1,255,570	1,433,520
Public Works	36,017,286	18,793,301	32,859,456	27,717,060	45,595,610
Debt Service	265,667	282,165	282,165	282,180	282,180
Business-Type Services	63,548,037	76,025,641	76,493,111	71,427,100	84,533,255
Total	\$ 133,722,262	\$ 127,678,560	\$ 151,932,285	\$ 134,645,690	\$ 169,134,285

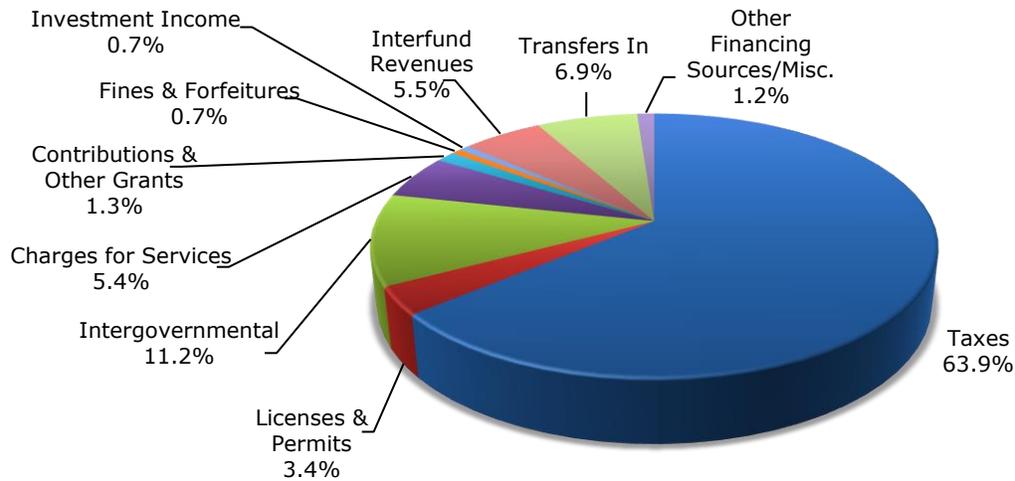
Business-type Services are the largest category with 50% of the total appropriations. These activities are usually financed with user fees that are directly related to the services received. This function has 11 programs associated with it, relating to the airport, water systems, sewer systems, sanitation (landfill), and housing operations.

Where the Money Goes (by Function)



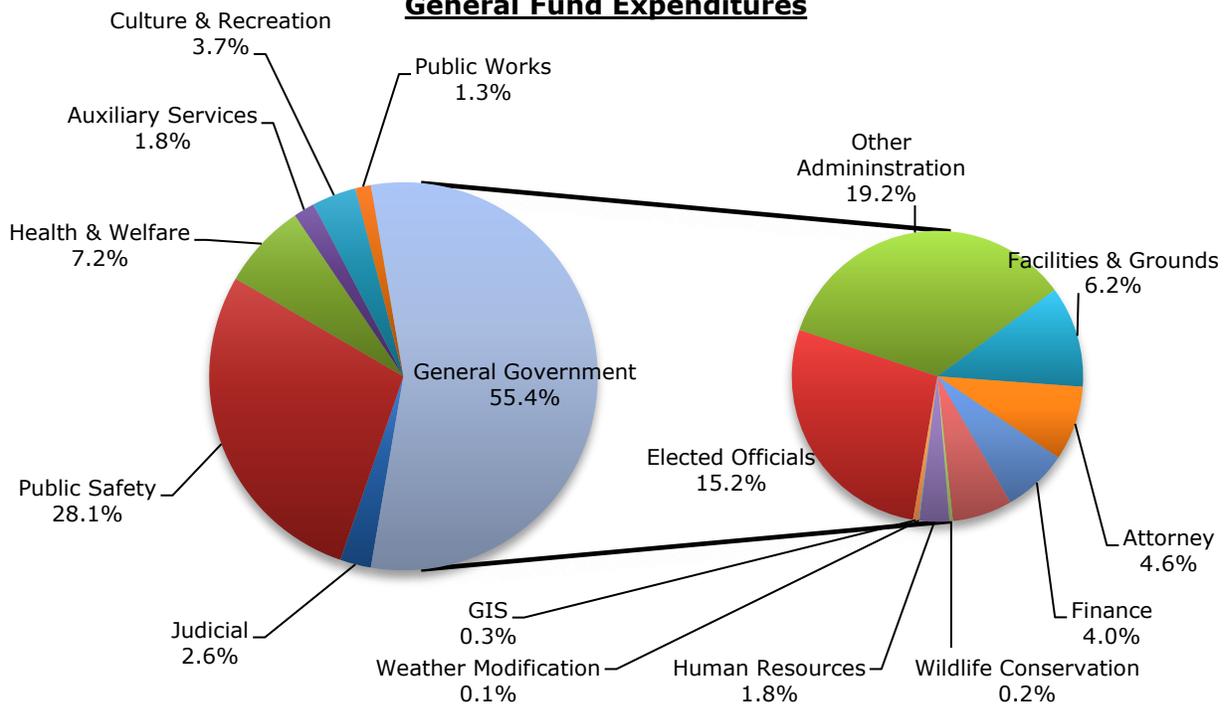
The General Fund is the general operating fund of the County and it supports the day-to-day operations.

General Fund Revenues



The total 2022 appropriations are \$17,613,570. In total this is an increase from last year's original budget of 3.6%.

General Fund Expenditures

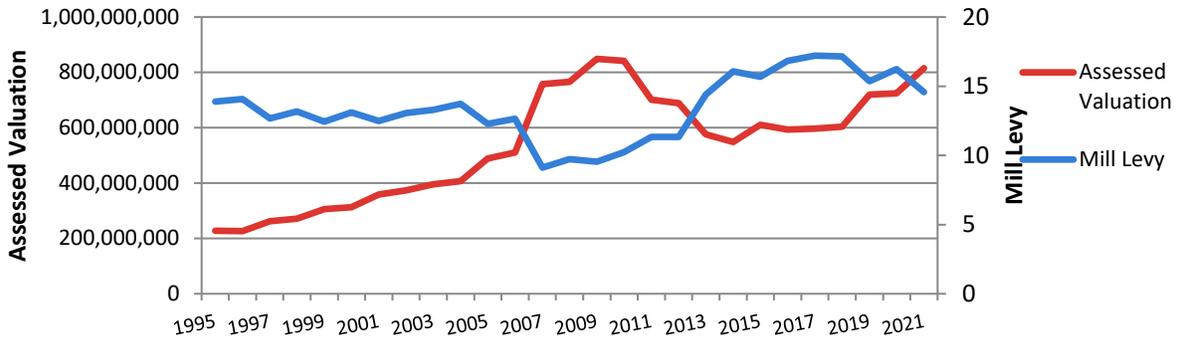




Property Tax Detail

Because the voters of Gunnison County elected to set aside certain requirements of the TABOR amendment, we are allowed, statutorily, a 5.5% annual increase to property tax collections. The "5.5%" limit allows the County to realize all the revenue from new construction as well as up to a 5.5% increase in revenue from property taxes over the previous year.

Assessed Valuation vs. Mill Levy

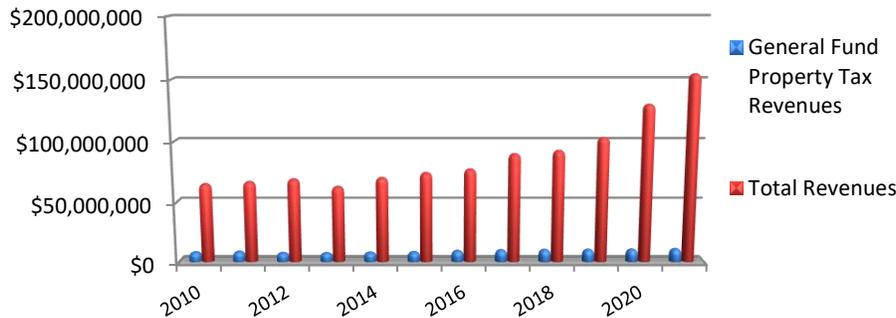


Taxable values increased substantially from 2015 to 2021 (with an average annual increase of 15.3%). During this same period, in general, as assessed values increase, the annual mill levy decreases (as adjusted for the value of new construction). The 2021 Mill Levy is 14.580.

<u>FUND/Description</u>	<u>2022 Property Tax Revenue</u>	<u>2021 Mill Levy</u>	<u>Amt. Over (Under) Prior Yr.</u>
Human Services	\$ 372,867	.452	\$ 14,518
Gunnison Health Care Center	892,474	1.082	36,013
General Fund	<u>10,762,615</u>	<u>13.046</u>	<u>417,772</u>
TOTALS	<u>\$ 12,027,956</u>	<u>14.580</u>	<u>\$ 468,303</u>

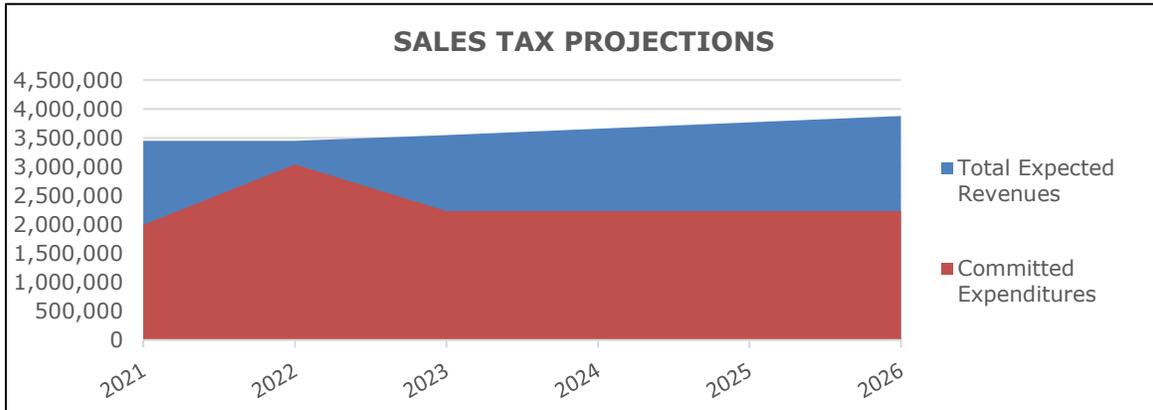
The 2022 budget has a total of \$12,027,956 revenue from property tax collections. This amount is budgeted with an overall increase of 4.05% compared to the prior year's budget. While the property tax represents only 6.81% of total revenues, it represents 61.1% of revenues budgeted in the General Fund.

Property Tax Revenues vs. Total Revenues



Sales Tax Detail

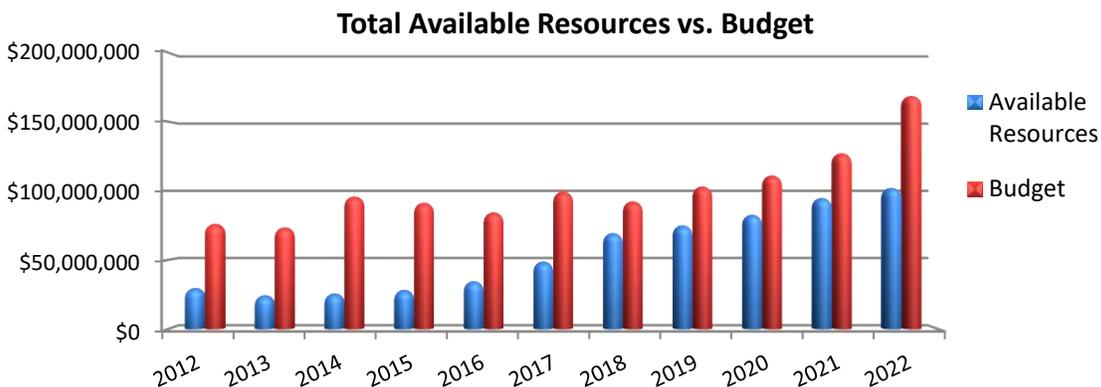
Sales Tax revenue is restricted to capital purchases and is designated for certain ongoing demands each year. Any revenue above those commitments can be considered for other capital requests during the budget process, or saved for upcoming projects not yet ready to begin. 50% of revenue received from the 1% county sales tax is shared back with the municipality where the sale occurred, the fluctuations in total county revenue and total sales tax differ.



The 2022 amount is budgeted with a 29.4% increase from last year’s original budget. There has been substantial increase in sales tax revenue with an average annual increase of 12.3% since 2018. Sales tax revenue will continue to be available for capital costs and with a projected increase of 0% in 2022, and 3% annually afterwards, reaching \$4 million by 2026.

Fund Balances

The Board of County Commissioners has established a policy of maintaining at least a 25% ending available resource balance in the General Fund. The term “available resources” is defined as current assets less current liabilities. Other funds do not require a specific ending available resource balance, particularly those capital expenditure funds.

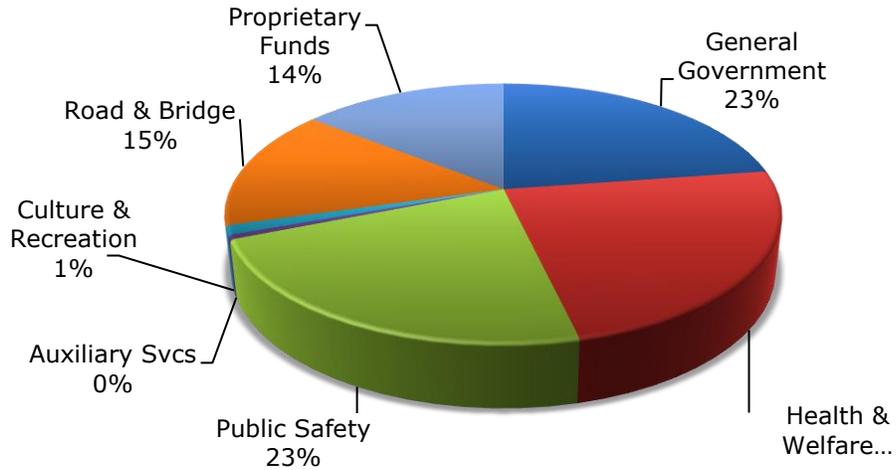


Gunnison County was able to maintain the current level of services and the General Fund budget holds an ending available resource balance of 34.2% of current year expenses. The County-wide ending available resources balance is 60.45%.

Personnel

Personnel Distribution

The total appropriation for personnel is 46% of the 2022 budget, and it is distributed by the following service categories:

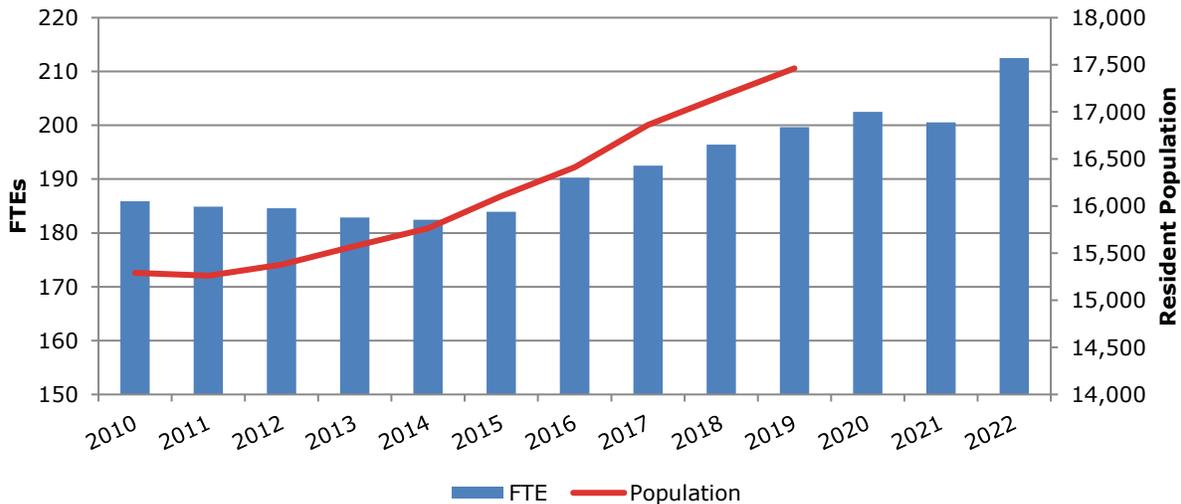


NOTE: Does not include Regional Transportation Authority, and Gunnison Valley Health

Changes in Staffing Levels

In 2022, the budget includes an overall increase in Full-Time Equivalents (FTEs) of 11.96. The increase is partially due to the need for an additional Patrol Deputy at the Sheriff Department as well as other grant funded employees at the Health & Human Services.

Gunnison County's resident to staff ratio is illustrated below based on the U.S. Census Bureau's Population estimates:





Capital Expenditures

Capital Expenditures Summary

Gunnison County updates its Capital Improvement Plan (CIP) annually, which identifies the county's capital needs for the next five years. Capital is defined as items that have a single acquisition cost of \$40,000 or more, and a usable life of five (5) or more years. The CIP is presented annually to the Board of Gunnison County Commissioners, and is available on Gunnison County's website at: <https://www.gunnisoncounty.org/356/Capital-Improvement-Plan>.

The first year of the CIP package is referred to as the Capital Improvement Budget, while the subsequent four-year period is referred to as the Capital Improvement Plan. Following is a summary of the projects included in this year's Capital Improvement Plan.

ID	Project	Prior Years Cost	2022 Capital Budget	
			County	Grant/Other
A-3	Terminal Rehabilitation	14,343,150	-	13,765,250
M-5	Crested Butte Shop Renovations	-	200,000	-
M-9	South 14th St Housing	-	-	3,400,000
M-10	Whetstone Housing Preliminary Design	-	250,000	-
M-11	Library Building	1,744,200	9,700,000	-
M-12	South 14th St Parking	-	252,170	-
RI-1	Brush Creek Intersection	150,000	150,000	-
RI-2	CR 10 Bridge Deck Replacement	-	302,000	-
RI-4	Road Hard Surfacing	1,053,929	530,900	-
RI-5	Road Maintenance Fleet Replacement Program	450,000	500,000	-
RI-6	Slate River Bridge	320,000	80,000	1,000,000
SW-1	Landfill Cell	150,000	100,000	-
SW-2	Landfill Wind Fencing	-	60,000	-
T-1	CB to CB South Trail	-	75,000	-
T-3	Whitewater Park Improvements	515,000	224,500	375,500
WS-2	Somerset Sewer System	10,000	311,800	-
Totals		\$ 18,736,279	\$ 12,736,370	\$ 18,540,750
			\$	31,277,120

The total 2022 Capital Expenditures are \$32,713,440 including the above listed CIP projects, and other capital expenditures for individual items in excess of \$5,000 with a life of over two years.



Debt

Summary of Debt Obligations

Gunnison County issues a variety of long-term debt instruments, such as Certificates of Participation, Revenue Bonds, and Capital Leases/Loans, in order to finance long-term projects for governmental and business-type activities.

The summary of debt obligations is organized below to include a list of each debt issued:

ISSUE	ISSUE AMOUNT	INTEREST RATE
GOVERNMENTAL ACTIVITIES		
Affordable Housing Note, dated 12/2001	\$27,844	Variable
Lease/Purchase Agreement dated 11/2019	\$1,320,689	2.43%
Promissory Note dated 2/2019	\$1,400,000	4.60%
Lease/Purchase Agreement dated 6/2020	\$1,179,311	2.43%
Certificates of Participation 2020	\$11,345,000	2.5% - 5%
Certificates of Participation 2020B	\$6,340,000	4% - 5%
Certificates of Participation 2020C	\$9,000,000	0.5% - 2.35%
BUSINESS-TYPE ACTIVITIES		
Impact Assistance Loan - issued 10/7/03	\$100,000	5.00%
Rural Utilities Service Note, Issued January, 2005	\$1,519,270	4.50%
Rural Utilities Service Note, Issued March, 2006	\$322,000	4.25%
Rural Utility Service Note, Issued 9/13/13	\$1,154,230	2.13%
Mortgage, Gunnison County Housing Authority, dated 11/06/03	\$528,100	5.75%
Restructuring Mortgage	\$624,011	1.00%
Contingent Repayment	\$378,864	1.00%
Lease/Purchase, 2017 Motor grader	\$159,443	2.70%
Lease/Purchase, 2018 Motor grader	\$236,763	3.50%
Hospital Revenue Series 2012 (Hospital Fund)	\$5,720,000	2.70%
Hospital Revenue Series 2017 (Hospital Fund)	\$22,250,000	2.67%
Seller Financed Loan dated 1/2021	\$500,000	4.00%
Lease/Purchase, 2021 Motor grader	\$413,763	2.82%

The total principal and interest obligations budgeted for 2022 are \$2,384,417 for governmental activities, and \$771,883 for business-type activities. The remaining future debt obligations are \$40,201,443.

Credit Ratings

Credit ratings assigned by rating agencies are a determinant of successful debt and lease financing. Strong ratings enhance the County's overall reputation through its demonstrated sound financial position.

In 2020 Gunnison County received an underlying credit rating from Moody's Investors Service of Aa2, and the 2020 debt issue was rated as Aa3. For information concerning Moody's credit ratings, please visit:

<https://www.moody.com/sites/products/productattachments/moody%27s%20rating%20system.pdf>

Financial Structure

Department/Program Structure

Administration Department

- County Manager Program

Airport Department

- Airport Administration Program
- Airport Construction Program
- Airport Operations Program

Assessor's Office

- Assessor Program

Clerk & Recorder's Office

- County Clerk Program
- Public Trust and Legacy Program
- Licensing and Registration Program

Commissioners' Office

- Commissioners Program

Community Development Department

- Land Use Review Program
- Smart Growth Professional Services Program
- Wildlife Conservation Program

Coroner's Office

- Coroner Program

County Attorney Department

- County Attorney Program

Emergency Management Department

- Emergency Management Program

Extension Department

- Extension Program

Facilities & Grounds Department

- Facilities & Grounds Program

Finance & HR Department

- Finance Department
- Human Resources Department

Geographic Information Svcs Depart.

- Geographic Information Svcs Department

Health & Human Services Department

- Child Support Services Program
- Children & Family Services Program
- Economic Security Program
- Program Coordination Program
- Community Leadership Program
- Senior Resources Program

Historic Preservation Department

- Historic Preservation Program

Information Technology Department

- Information Technology Resource Program

Juvenile Services Department

- Juvenile Services Program

Public Works Department

- Fairgrounds Management Program
- Fleet Management Program
- Public Works Operational Support Program
- Roads & Bridges Program
- Solid Waste Management Program
- Utility Services Program
- Weed Management Program

Sheriff's Office

- Alternative Services Program
- Detention Services Program
- Sheriff Program

Treasurer's Office

- Public Trustee Program
- Treasurer Program

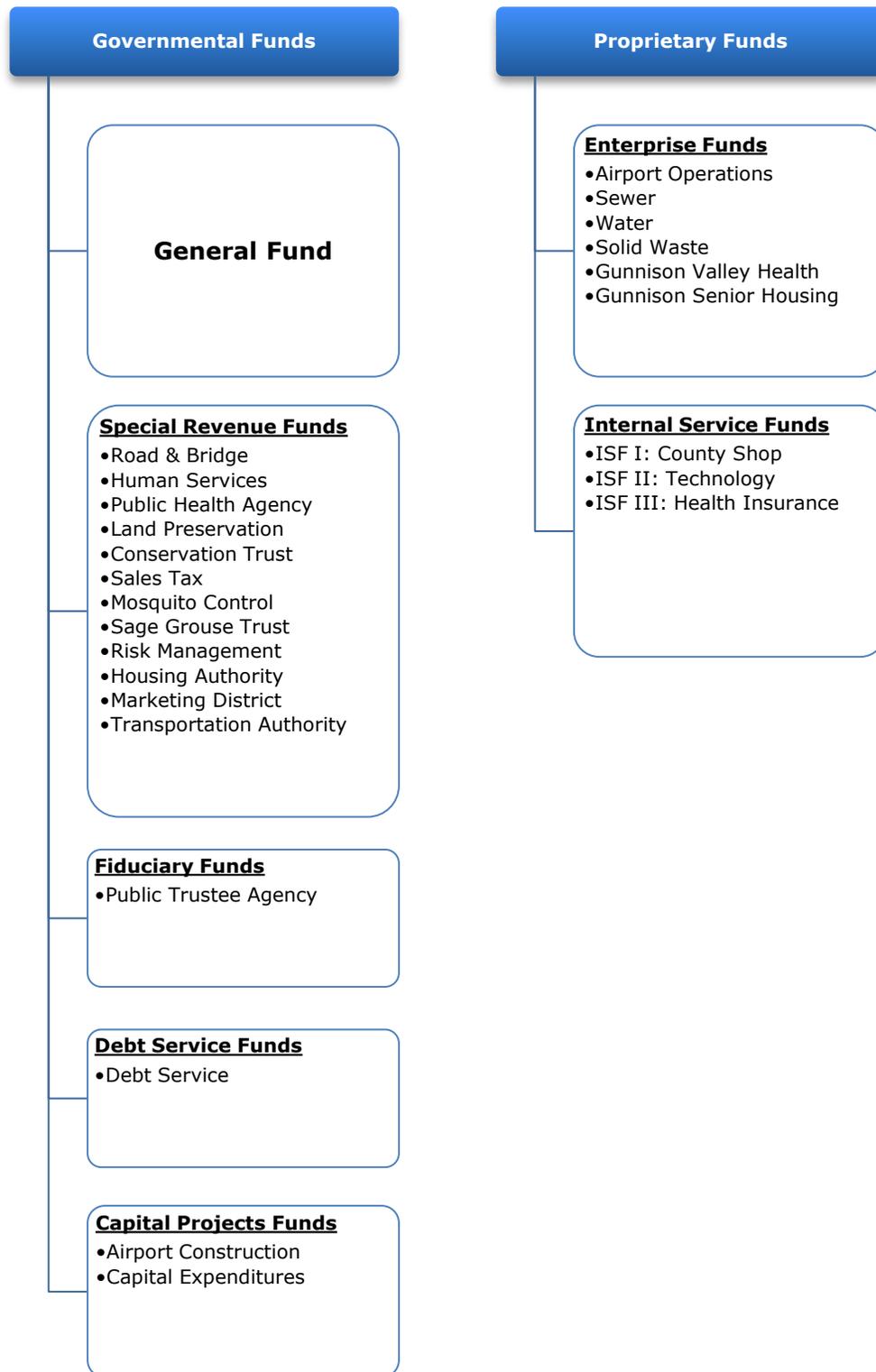
Veterans Department

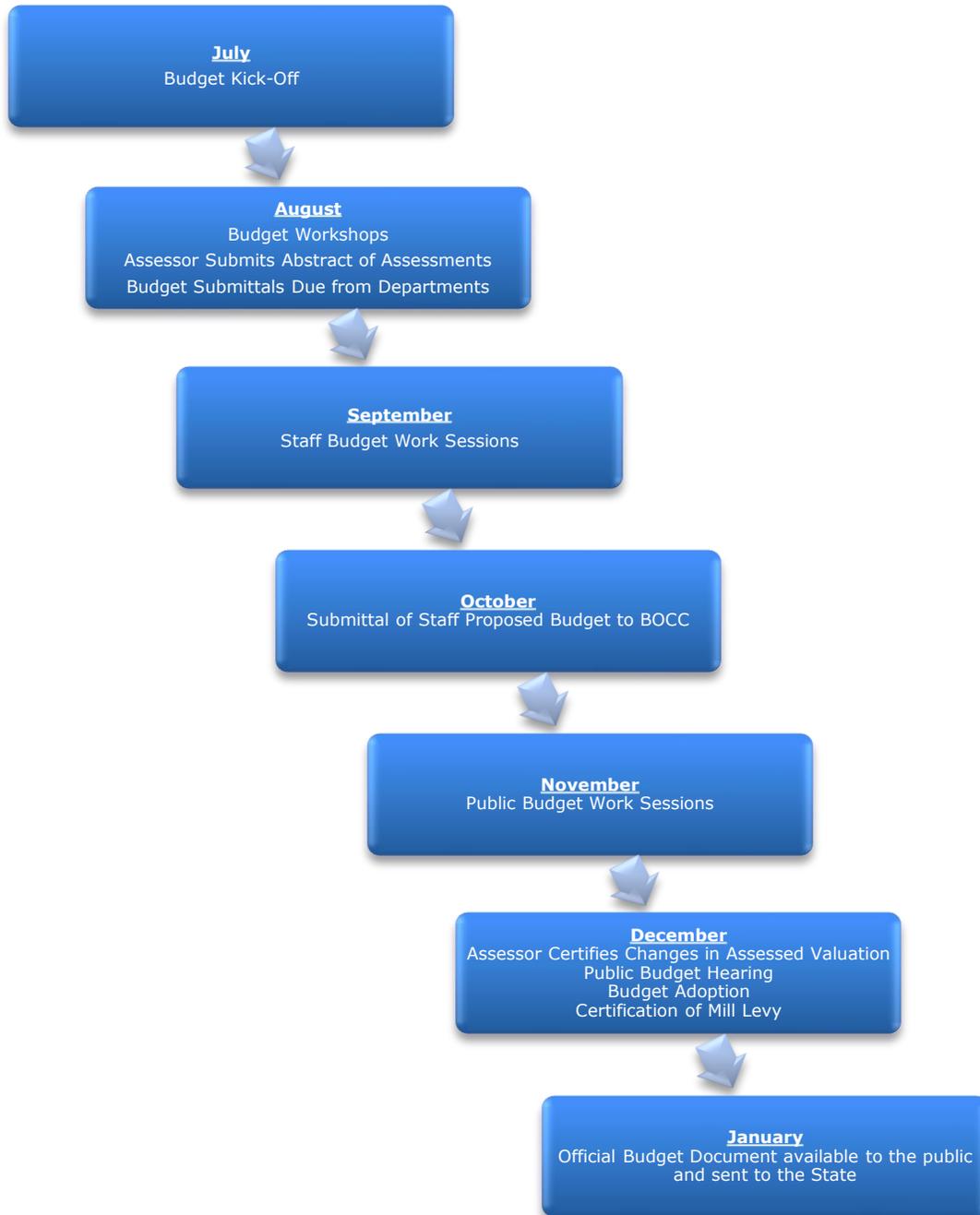
- Veterans Program

Weather Modification Department

- Weather Modification Program

Budgetary Fund Structure





AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Quarterly Fiscal Transparency Report; As of 12/31/

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Quarterly Fiscal Transparency Report as of December 31, 2021

Fiscal Impact:

Submitted by: Agnes Kroneraff

Submitter's Email Address: akroneraff@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/4/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 20

Agenda Date: 3/15/2022

GUNNISON COUNTY QUARTERLY FISCAL TRANSPARENCY REPORT

as of December 31, 2021



Reliable, timely, relevant, & transparent



Prepared by: Finance Department

Organizational Excellence:



<u>Table of Contents</u>	<u>Page Number</u>
Section A – Detail of Changes & Trends	3
Section B – Budget vs. Actual & Year-to-Year Comparisons	4
• All-County Funds	
• Governmental Funds: General Fund	
• Other Governmental Funds: Road & Bridge Fund / Human Services Fund	
• Proprietary Funds: Airport Fund / Sewer Fund / Water Fund / Solid Waste Fund / ISF III - Health Insurance Fund	
Section C – Major Revenue Trends	11
• Sales Tax Analysis	
• Lodging Tax Analysis	
• Property Tax Analysis	
Section D – Economic Indicator Trends	14
• Building Permit Valuation Activity / Airport Enplanement Activity / Unemployment Rate Analysis	
Section E – Debt Status	15
• Long-term Debt Issuance	
• Capital Lease Bank Loan Debts	
Section F – Capital Improvement Projects	16
Section G – Grants Summary	17
Attachment A – 2021 Fourth Quarter Financial Reports	18
• Schedule A – General Fund	
• Schedule B – Road & Bridge Fund	
• Schedule C – Human Services Fund	
• Schedule D – Airport Operations Fund	
• Schedule E – Sewer Fund	
• Schedule F – Water Fund	
• Schedule G – Solid Waste Fund	
• Schedule H – ISF III - Health Insurance Fund	
Attachment B – Major Revenue Analysis	28
• Schedule A – Sales Tax	
• Schedule B – Lodging Tax	
• Schedule C – Property Tax	
Attachment C – Economic Indicator Analysis	31
• Schedule A – Building Permit Valuation	
• Schedule B – Airport Enplanement	
• Schedule C – Unemployment	
Attachment D – Debt Status	34
• Schedule A – Debt Issuance	
• Schedule B – Capital Leases/ Bank Loans Debt	
Attachment E – Capital Improvement Project Listing	36
Attachment F – Grants	37

Section A – Detail of Changes & Trends

Budget vs. Actual & Year-to-Year Comparison

		<u>Variance from Prior Year</u>
GENERAL FUND	<u>Revenues:</u> Within Budget	7% ↓
	<u>Expenditures:</u> Within Budget	6% ↓
ROAD AND BRIDGE FUND	<u>Revenues:</u> Exceeded Budget	10% ↑
	<u>Expenditures:</u> Within Budget	4% ↑
HUMAN SERVICES FUND	<u>Revenues:</u> Within Budget	8% ↑
	<u>Expenditures:</u> Within Budget	9% ↑
AIRPORT OPERATIONS FUND	<u>Revenues:</u> Within Budget	3% ↓
	<u>Expenses:</u> Within Budget	3% ↓
SEWER FUND	<u>Revenues:</u> Within Budget	3% ↓
	<u>Expenses:</u> Within Budget	10% ↑
WATER FUND	<u>Revenues:</u> Within Budget	31% ↑
	<u>Expenses:</u> Within Budget	29% ↑
SOLID WASTE FUND	<u>Revenues:</u> Exceeded Budget	12% ↑
	<u>Expenses:</u> Within Budget	18% ↑
ISF III – HEALTH INS. FUND	<u>Revenues:</u> Within Budget	11% ↓
	<u>Expenses:</u> Within Budget	24% ↓
 <u>Major Revenue Trends</u>	 <u>YTD Collection</u>	 <u>Variance from Prior Year</u>
SALES TAX	\$3,561,324	25% ↑
LODGING TAX	\$3,490,000	43% ↑
PROPERTY TAX	\$11,732,895	7% ↑
 <u>Economic Indicator Trends</u>	 <u>YTD Total</u>	 <u>Variance from Prior Year</u>
BUILDING PERMIT	\$57,445,762	100% ↑
AIRPORT ENPLANEMENT	39,200	36% ↑
UNEMPLOYMENT RATE	4.09 (avg.)	39% ↓
 <u>Debt Status</u>	 <u>County-Wide Total</u>	
LONG-TERM DEBT	\$28,075,287	
CAPITAL LEASES/BANK LOANS	\$5,153,573	
 <u>Capital Improvement Projects</u>	 <u>County-Wide Total</u>	 <u>% Complete</u>
BUDGET CONTRACT PRICE	\$40,319,504	65%
 <u>Grant Summary</u>	 <u>County-Wide Total</u>	
REVENUES	\$16,666,046	
EXPENSES	\$27,113,522	

Section B – Budget vs. Actual

All-County Funds

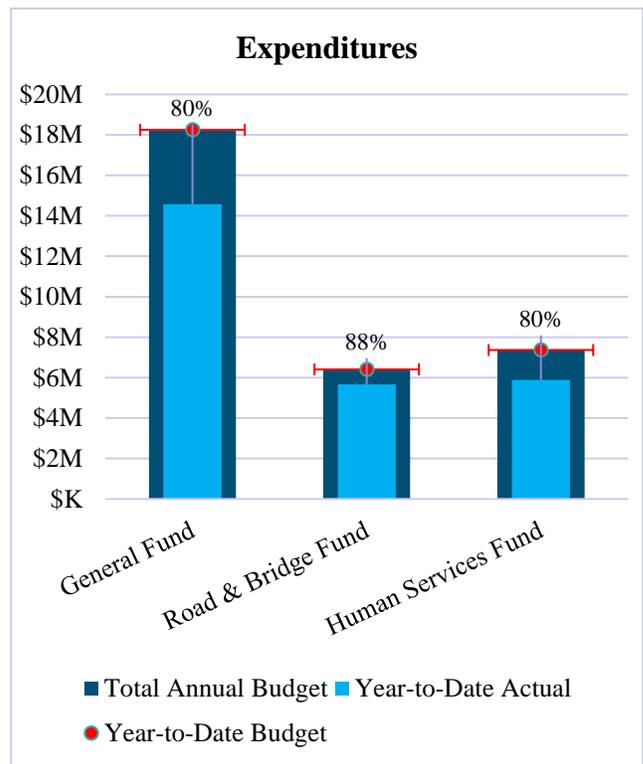
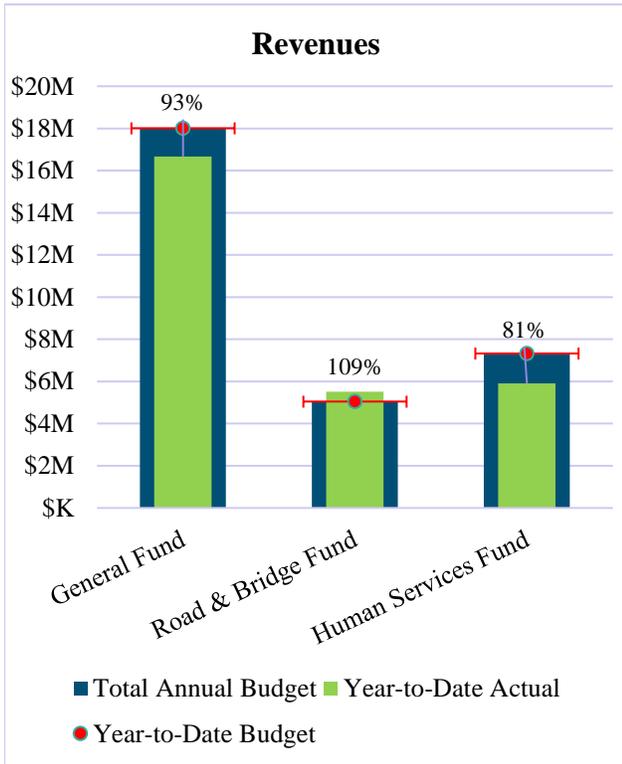
**Selected Governmental and Proprietary Funds:
Revenues, Expenditures and Expenses - Budget vs. Actual**

Gunnison County (All County Funds)	Total Annual Budget	Year-to-date Actual	% Actual to Budget
Revenues			
Governmental Funds			
Taxes	12,168,600	11,509,628	95%
Licenses and Permits	572,895	1,175,549	205%
Intergovernmental	13,711,540	11,919,784	87%
Charges for Services	1,896,064	2,265,926	120%
Other Revenue	2,013,926	1,209,618	60%
Subtotal Governmental Revenues	\$ 30,363,024	\$ 28,080,505	92%
Proprietary Funds			
Operating Revenue	7,280,473	7,156,028	98%
Grant Revenue	3,853,257	1,657,038	43%
Other Revenue	290,965	28,866	10%
Subtotal Proprietary Revenues	\$ 11,424,695	\$ 8,841,932	77%
Total Revenues	\$ 41,787,719	\$ 36,922,438	88%
Expenditures/ Expenses			
Governmental Funds			
General Government	9,559,623	7,458,660	78%
Judicial	428,320	428,313	100%
Public Safety	5,345,984	4,522,942	85%
Health & Welfare	8,544,117	6,603,653	77%
Auxiliary Services	327,870	287,137	88%
Culture & Recreation	394,648	343,501	87%
Public Works	6,308,811	5,518,350	87%
Debt Service	5,706	3,889	68%
Other Expenditures	1,098,285	960,910	87%
Subtotal Governmental Expenditures	\$ 32,013,364	\$ 26,127,356	82%
Proprietary Funds			
Operating Expenses	6,636,357	5,745,266	87%
Capital Outlay	3,736,365	862,440	23%
Debt Service	468,217	385,100	82%
Other Expenses	1,594,557	264,812	17%
Subtotal Proprietary Expenses	\$ 12,435,496	\$ 7,257,618	58%
Total Expenditures/ Expenses	\$ 44,448,859	\$ 33,384,974	75%

Governmental Funds

**Selected Governmental Funds:
Budget vs. Actual**

The following graph shows the comparison of total annual budget vs. year-to-date actual and estimated year-to-date budget for the selected Governmental Funds: General Fund, Road and Bridge Fund, and Human Services Fund.

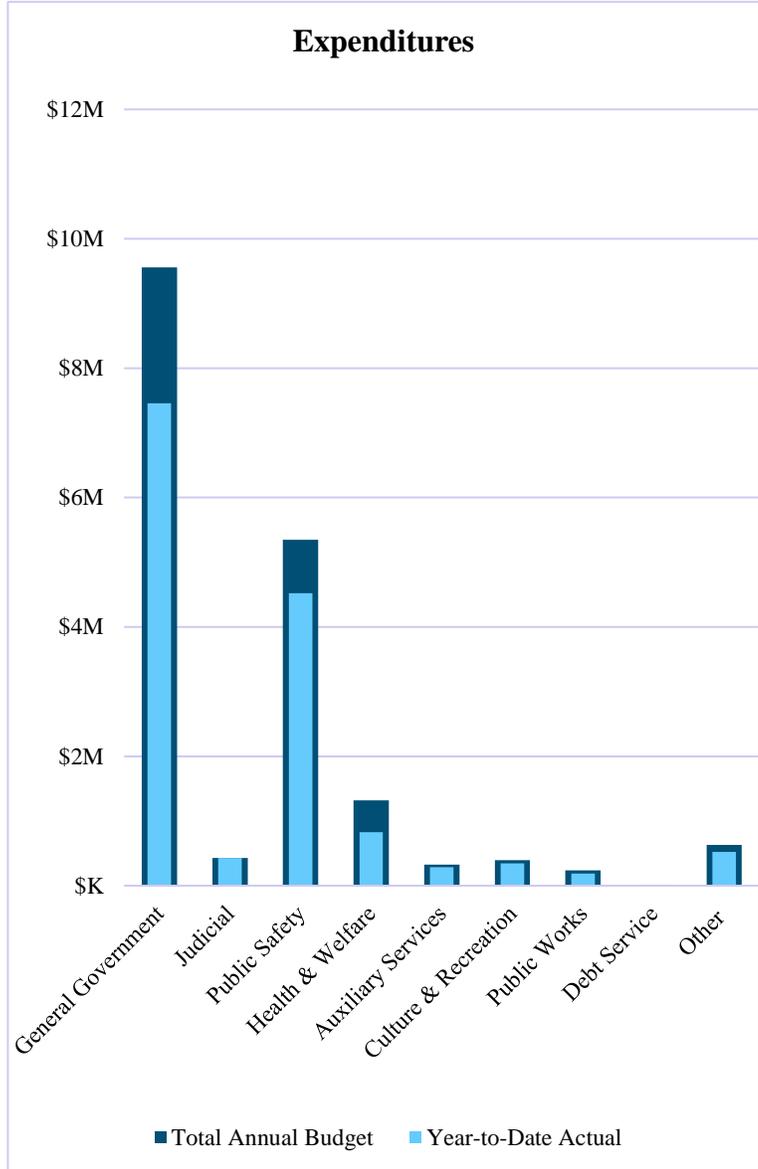
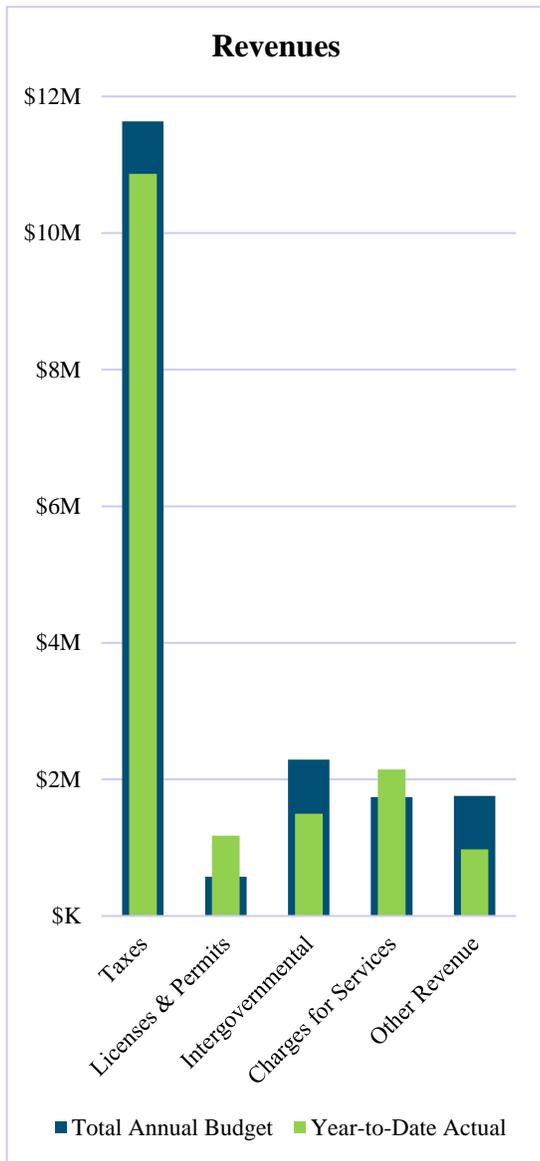


To see more detailed financial information about Gunnison County's selected Governmental Funds, please see Schedules A-C in Attachment A.

Governmental Funds: General Fund

General Fund by Function:
Budget vs. Actual

The following graph shows the comparison of total annual budget vs. year-to-date actual and the estimated year-to-date budget for the General Fund by function.



To see more detailed financial information about the General Fund, please see Schedule A in Attachment A.

General Fund by Function: Year-to-Year Actuals

The following graph shows the comparison of year-to-year actuals for the General Fund by function.



To see more detailed financial information about the General Fund, please see Schedule A in Attachment A.

Other Governmental Funds:

**Road and Bridge Fund, and Human Services Fund
Year-to-Year Actuals**

The following graphs show the comparison of year-to-year actuals for the Road and Bridge Fund, and the Human Services Fund.

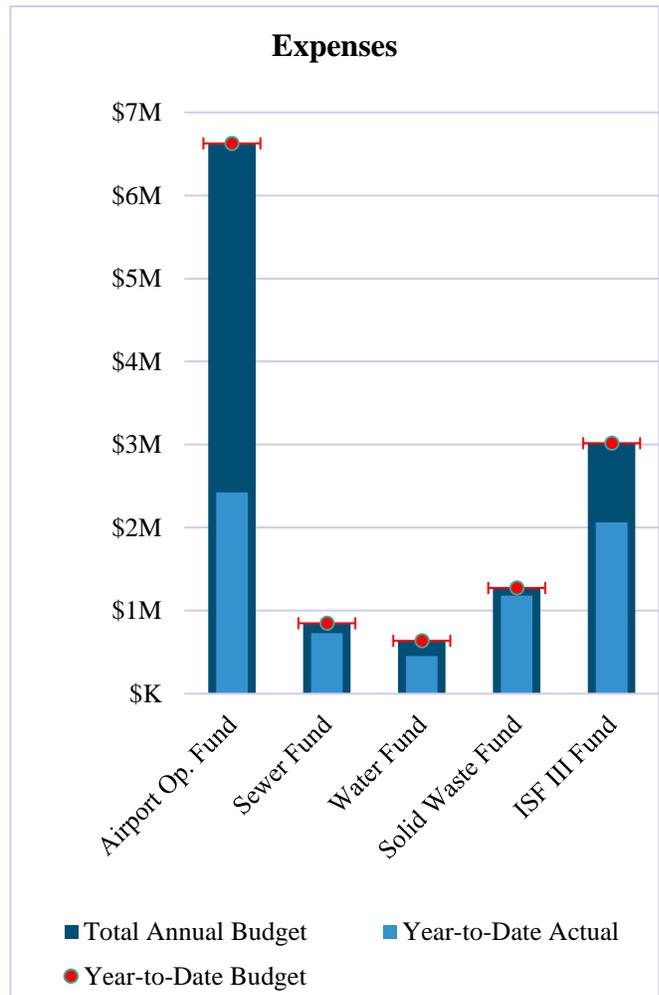
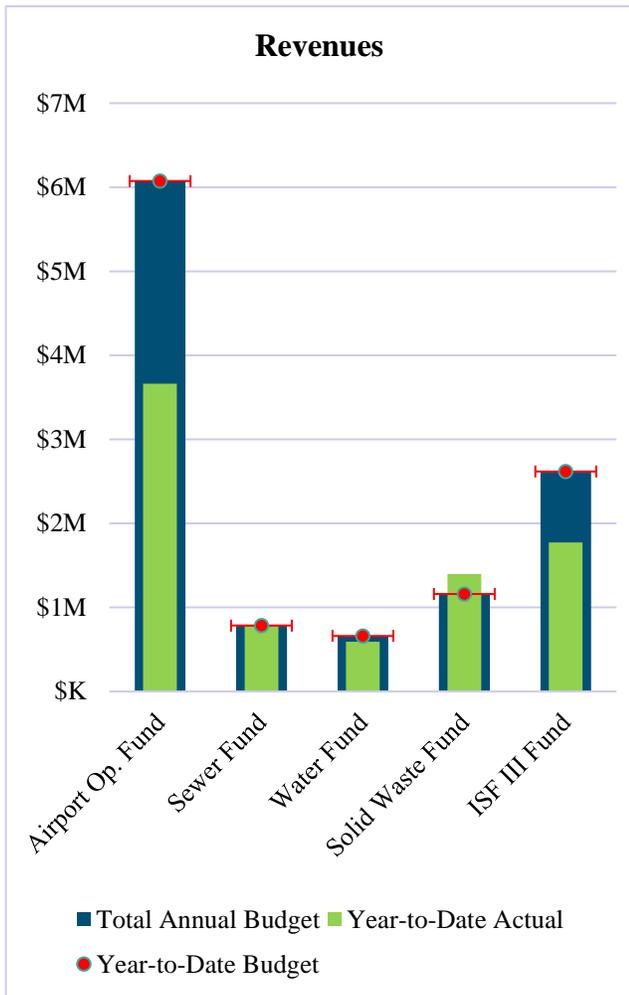


To see more detailed financial information about the Road and Bridge Fund, please see Schedule B, and Schedule C for the Human Services Fund in Attachment A.

Proprietary Funds:

**Airport Operations Fund, Sewer Fund, Water Fund, Solid Waste Fund, and
ISF III Fund – Health Insurance Fund**
Budget vs. Actual

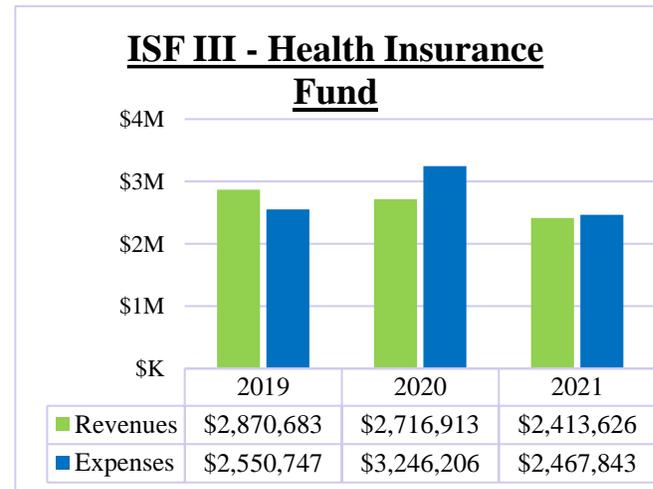
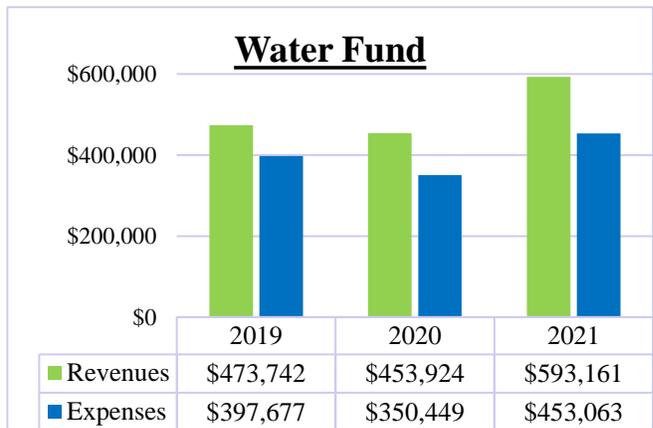
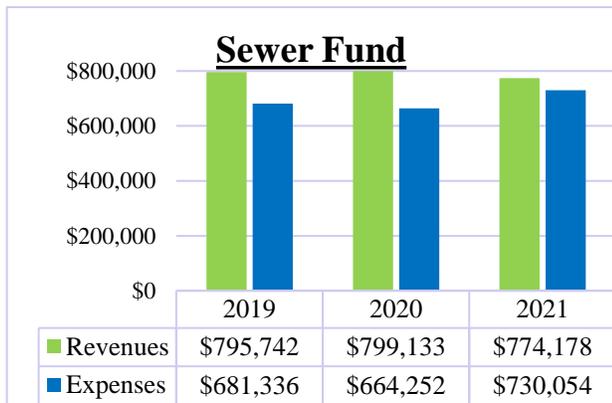
The following graphs show the comparison of total annual budget vs. year-to-date actual and estimated year-to-date budget for the selected Proprietary Funds: Airport Operations Fund, Sewer Fund, Water Fund, Solid Waste Fund, and ISF III Fund – Health Insurance Fund.



To see more detailed financial information about the selected Proprietary Funds, please see Schedules D-H in Attachment A.

Airport Operations Fund, Sewer Fund, Water Fund, Solid Waste Fund, and ISF III Fund – Health Insurance Year-to-Year Actuals

The following graphs show the comparison of year-to-year actuals for the following selected Proprietary Funds: Airport Operations Fund, Sewer Fund, Water Fund, Solid Waste Fund, and the ISF III – Health Insurance Fund.

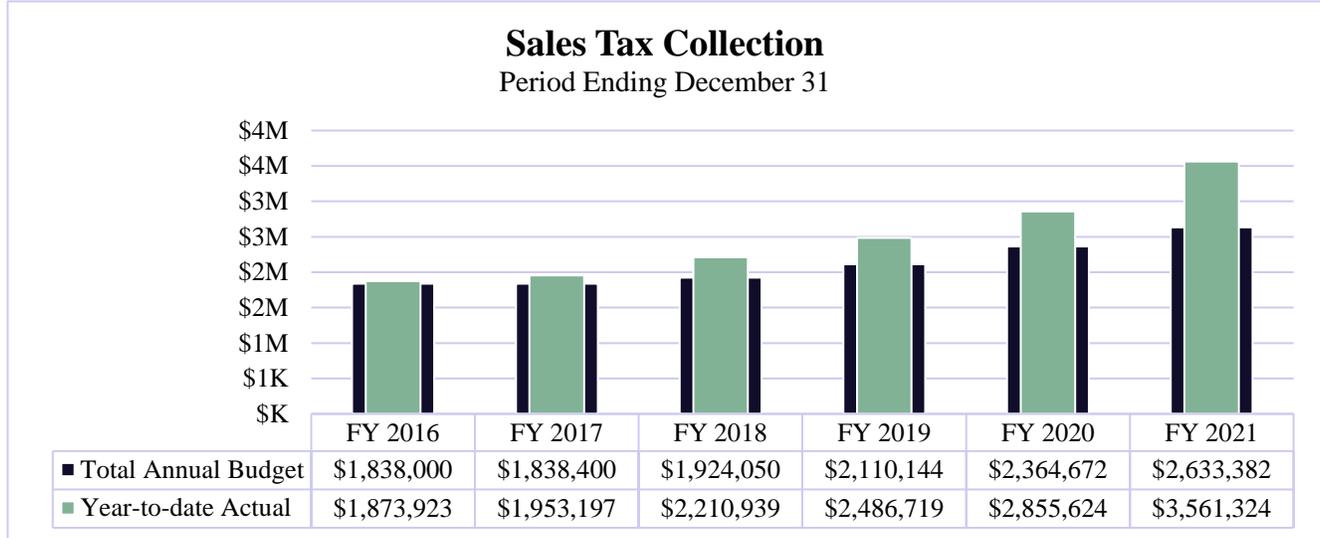


To see more detailed financial information about the selected Proprietary Funds, please see Schedules D-H in Attachment A.

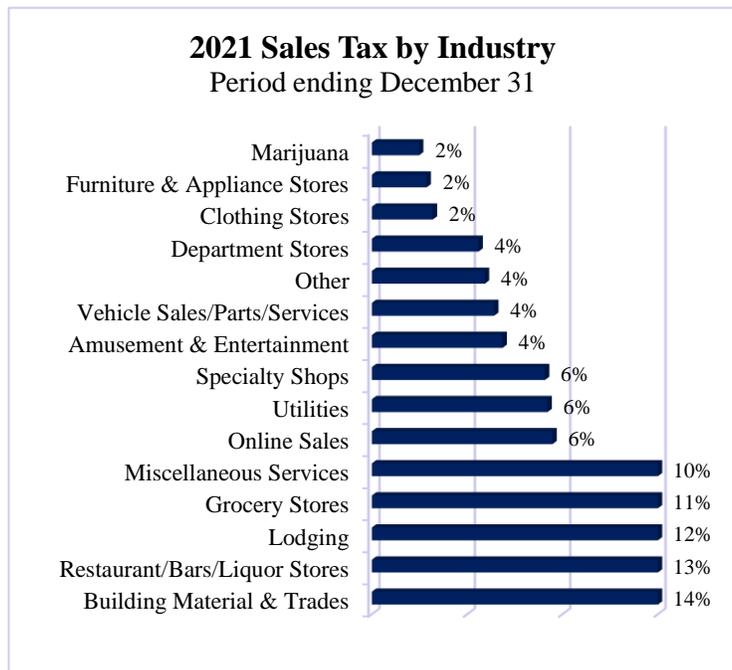
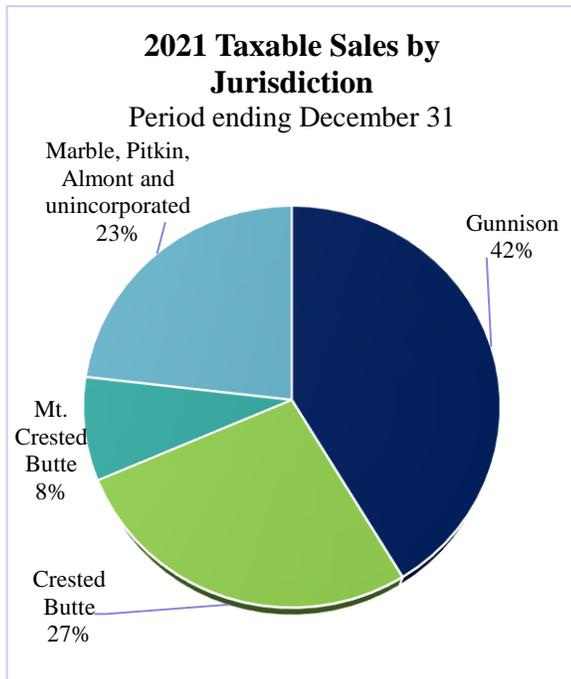
Section C – Major Revenue Trends

Sales Tax Analysis

The following graph illustrates the comparison of the total sales tax collections for the current year and the past five years.



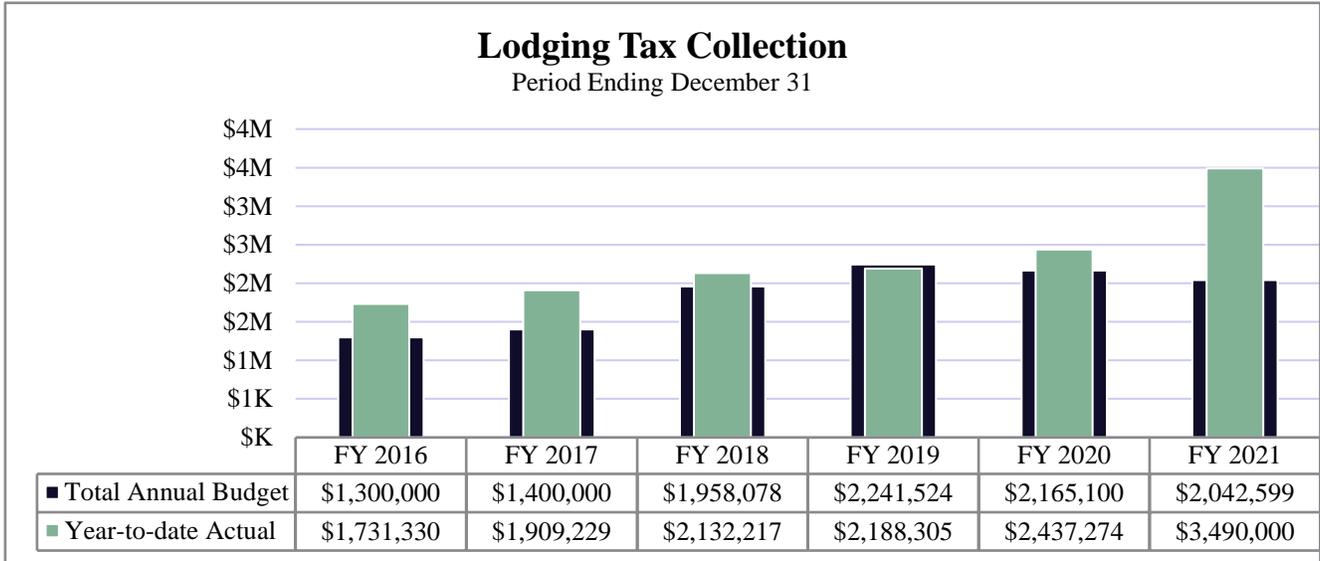
The following graphs show the current year sales tax collection by jurisdiction, and by industry.



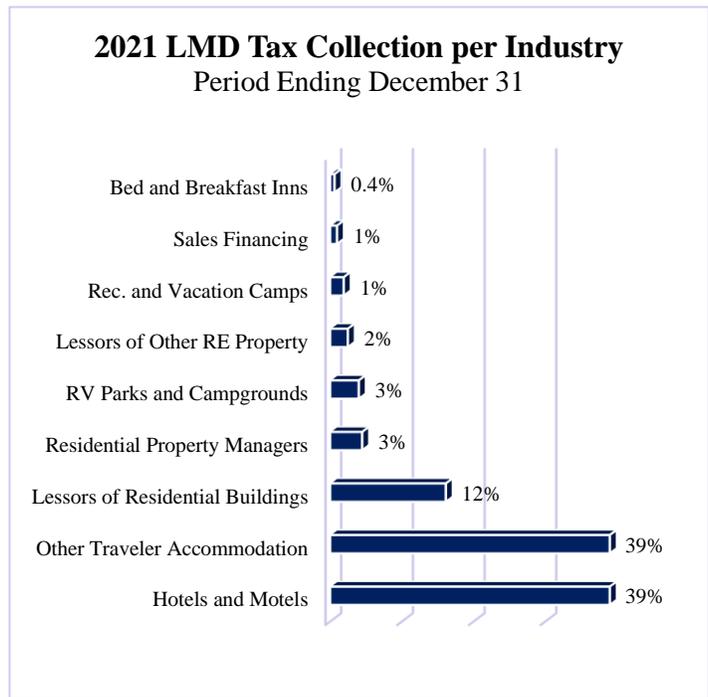
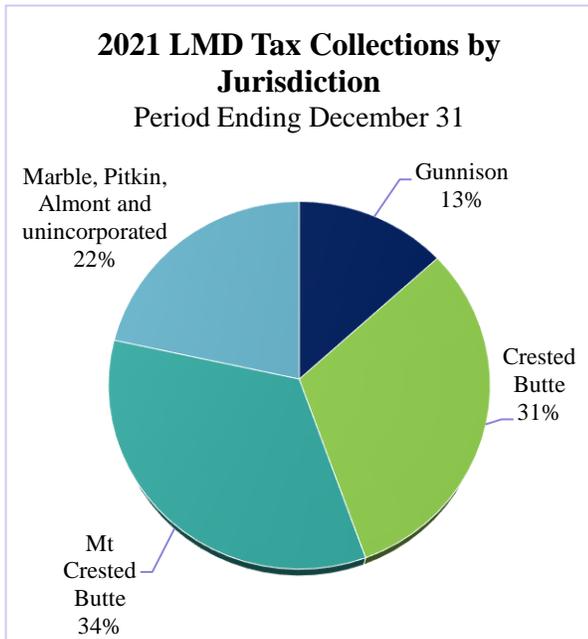
See schedule A in Attachment B for more detailed financial information for sales tax analysis.

Lodging Tax Analysis

The following graph illustrates the comparison of the total lodging tax collections for the current year and the past five years.



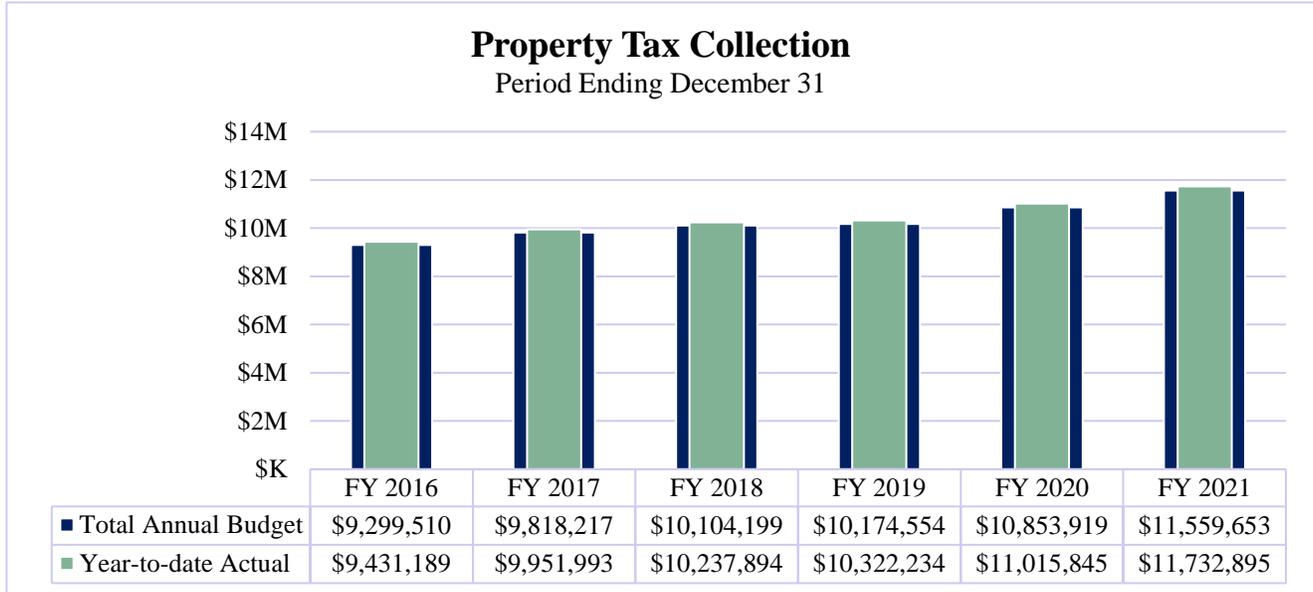
The following graphs show the current year lodging tax collection by jurisdiction, and by industry.



See schedule B in Attachment B for more detailed financial information for lodging tax analysis.

Property Tax Analysis

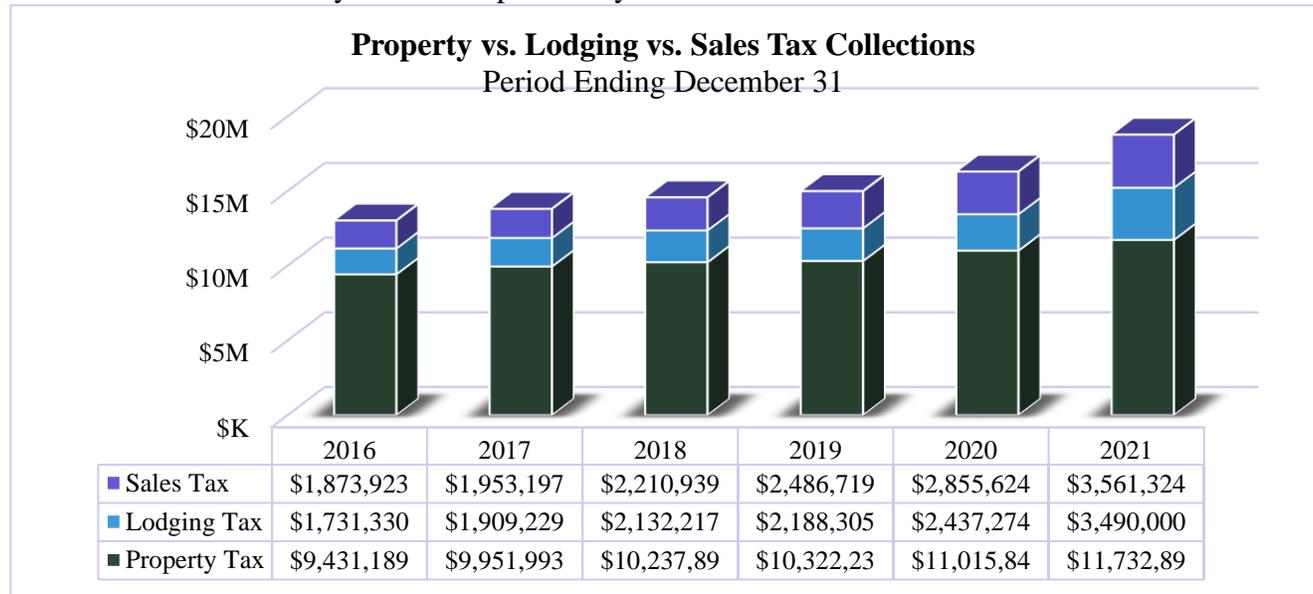
The following graph illustrates the comparison of the total property tax collections for the current year and the past five years.



See schedule C in Attachment B for more detailed financial information for property tax analysis.

Major Revenue Trends Comparison

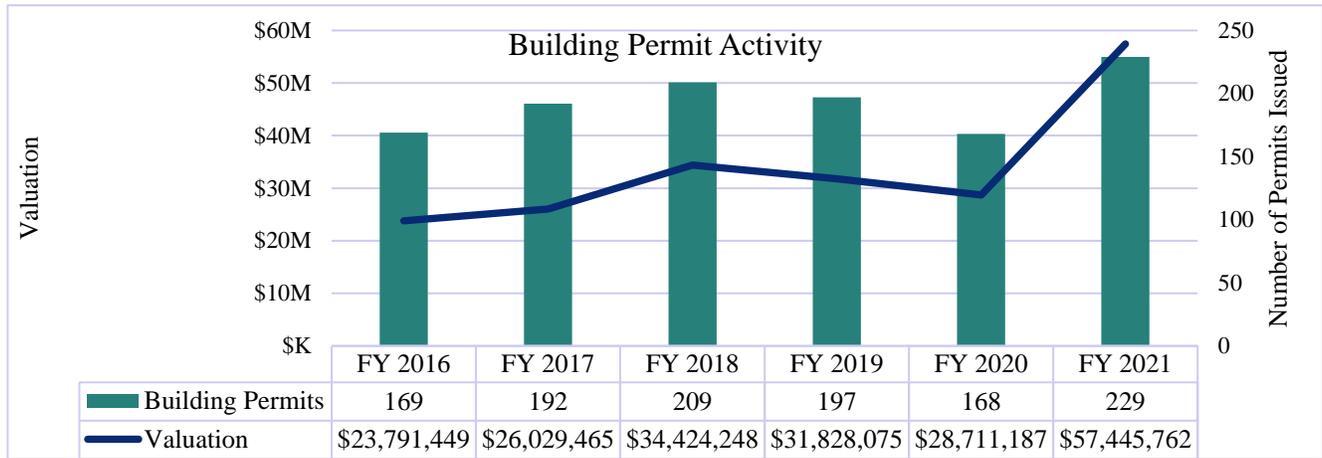
The following graph shows the comparison of the total sales tax, lodging tax and property tax collections for the current year and the past five years.



See schedules A-C in Attachment B for more detailed financial information.

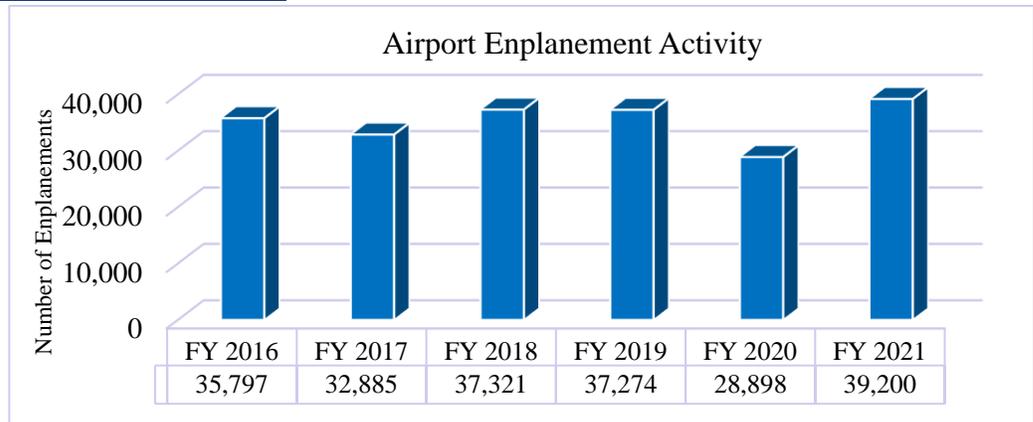
Section D – Economic Indicator Trends

Building Permit Valuation Activity Analysis



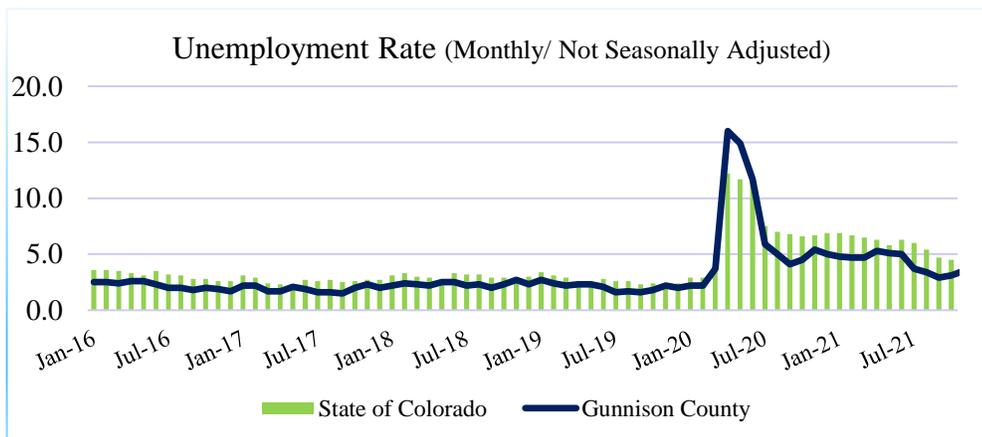
See schedule A in Attachment C for more detailed financial information.

Airport Enplanement Activity Analysis



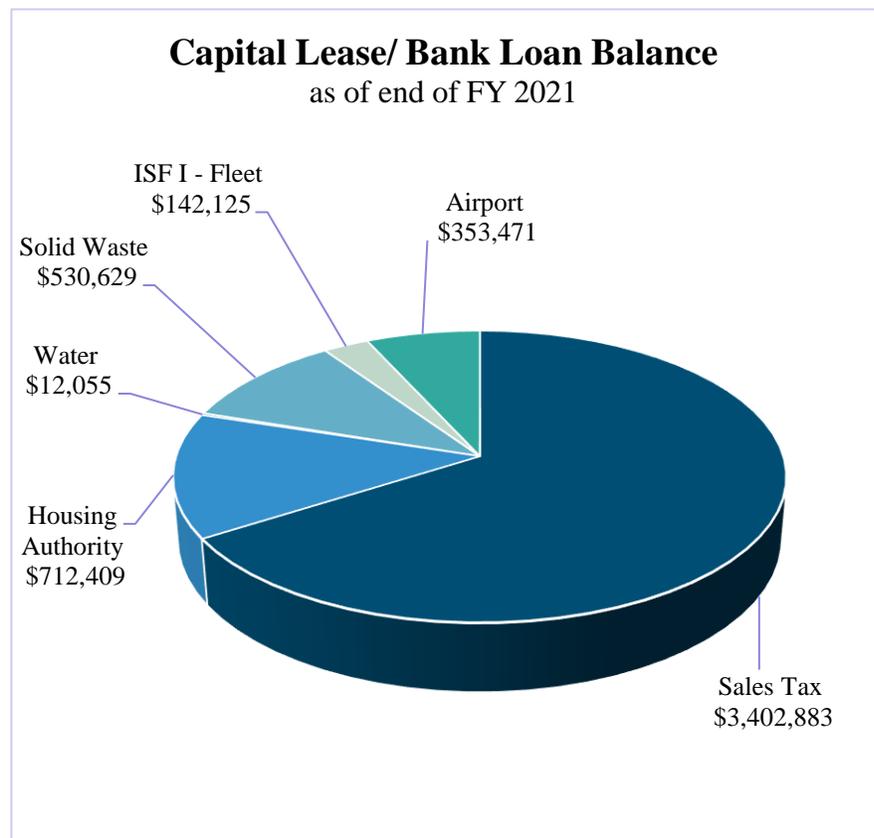
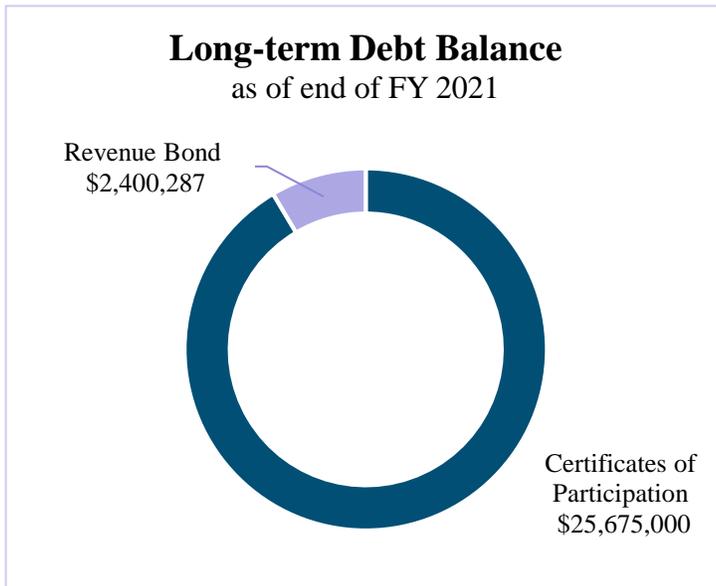
See schedule B in Attachment C for more detailed financial information.

Unemployment Rate Analysis



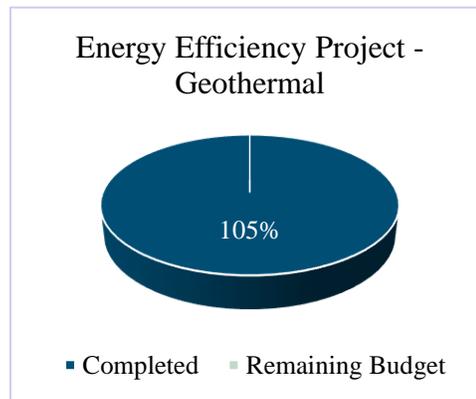
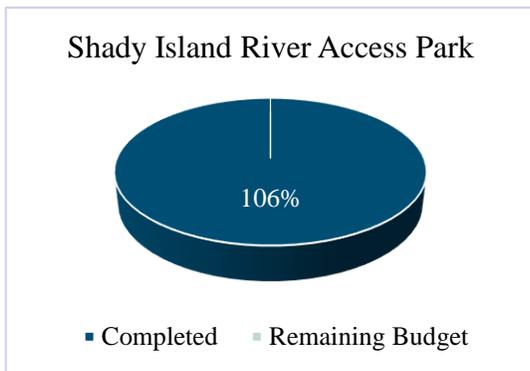
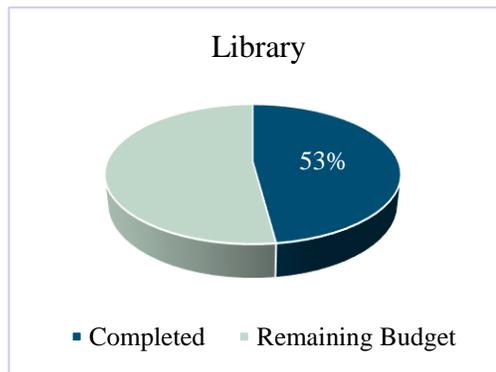
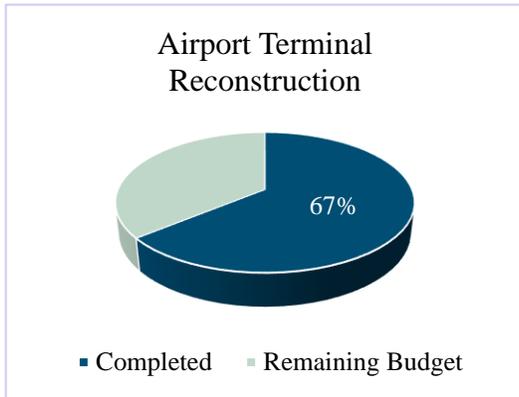
See schedule C in Attachment C for more detailed financial information.

Section E – Debt Status



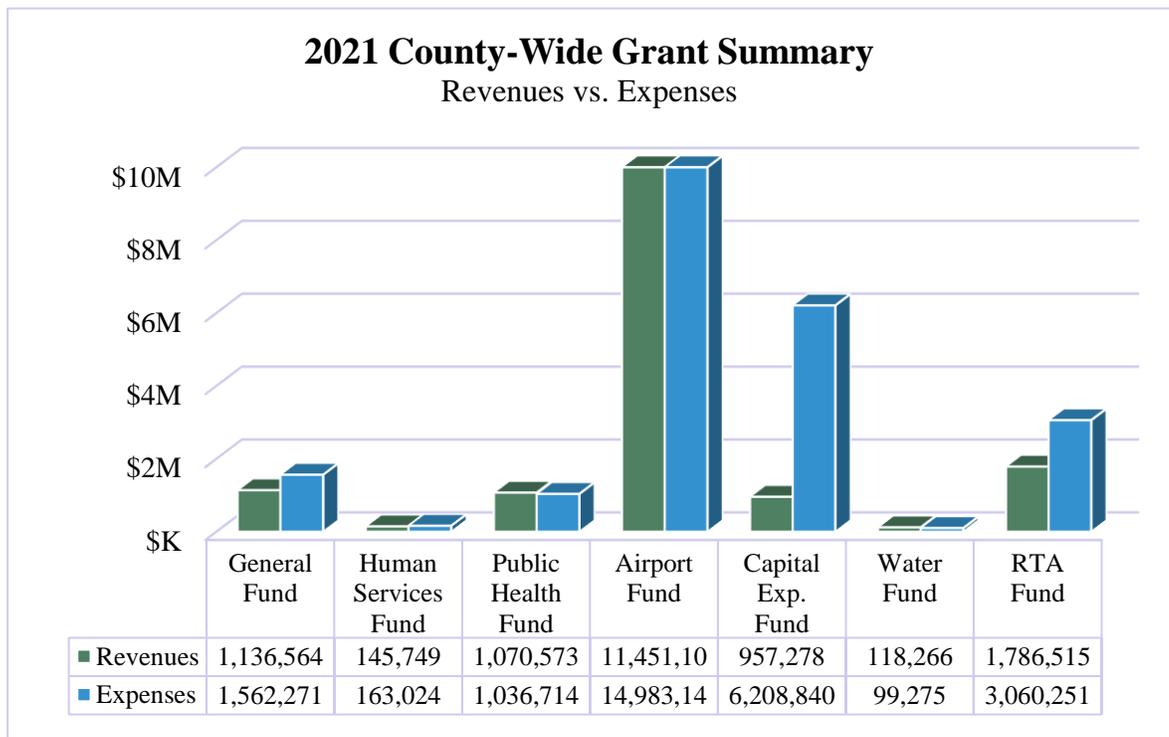
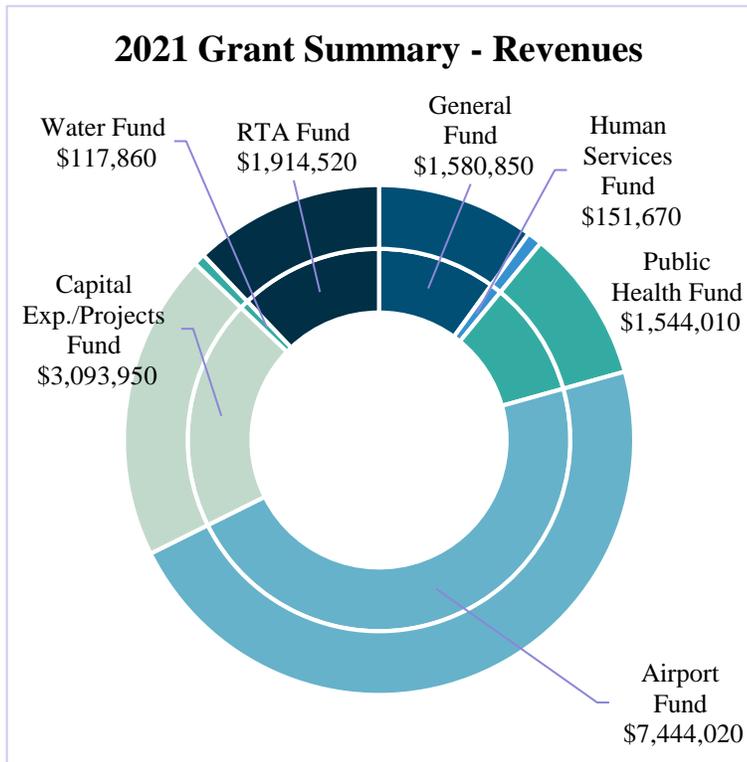
To see more detailed financial information about Gunnison County's Debt Status, please see Schedules A-B in Attachment D.

Section F – Capital Projects



See Attachment E for more detailed financial information for the Capital Improvement Project Listing.

Section G – Grants



See Attachment G for more detailed financial information for the Grant Summary.

UNAUDITED Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget vs Actual
For the QUARTER Ended December 31, 2021

4

	Original Budget	Final Budget	Actual	% of Budget	Final Budget Variance Positive (Negative)	Actual - December 31, 2020 2019	
Taxes:							
General property taxes	\$ 9,563,400	\$ 11,200,000	\$ 10,328,697	92%	\$ (871,303)	\$ 9,687,834	\$ 9,089,841
Specific ownership tax	410,000	410,000	524,657	128%	114,657	466,597	504,108
Delinquent tax and interest	25,500	25,500	15,443	61%	(10,057)	32,865	20,135
Total Taxes	<u>9,998,900</u>	<u>11,635,500</u>	<u>10,868,797</u>	93%	<u>(766,703)</u>	<u>10,187,296</u>	<u>9,614,084</u>
Licenses and Permits:							
Liquor licenses	4,700	4,700	7,704	164%	3,004	5,100	5,775
Building permits	300,000	300,000	641,333	214%	341,333	339,171	385,596
Other licenses and permits	268,195	268,195	526,512	196%	258,317	314,850	381,624
Total Licenses and Permits	<u>572,895</u>	<u>572,895</u>	<u>1,175,549</u>	205%	<u>602,654</u>	<u>659,121</u>	<u>772,995</u>
Intergovernmental:							
Federal Grants	201,856	520,342	192,781	37%	(327,561)	1,670,260	375,197
State Grants	1,091,685	1,233,944	714,026	58%	(519,918)	1,673,289	1,602,844
Local Grants	370,603	537,247	592,242	110%	54,995	117,065	83,559
Total Intergovernmental	<u>1,664,144</u>	<u>2,291,533</u>	<u>1,499,049</u>	65%	<u>(792,484)</u>	<u>3,460,614</u>	<u>2,061,600</u>
Charges for Services:							
Clerk and recorder	456,000	456,000	659,715	145%	203,715	536,535	437,899
Sheriff's fees	65,000	123,000	88,720	72%	(34,280)	58,583	84,674
Treasurer's fees	890,000	890,000	1,118,577	126%	228,577	1,020,295	882,081
Assessor's Fees	8,000	8,000	7,460	93%	(541)	317,447	175,269
Public Health Fees	15,158	15,158	6,876	45%	(8,282)	6,925	6,698
Land Use Fees	300	300	563	188%	263	10,293	14,857
Useful Public Service	35,000	35,000	22,067	63%	(12,933)	50	955
Court Fines & Fees	83,353	83,353	75,900	91%	(7,453)	20,880	35,005
Other Fees	130,817	130,817	167,340	128%	36,524	45,759	88,168
Total Charges for Services	<u>1,683,628</u>	<u>1,741,628</u>	<u>2,147,218</u>	123%	<u>405,590</u>	<u>2,016,767</u>	<u>1,725,606</u>
Other Revenue:							
Investment income	203,040	203,040	(18,272)	-9%	(221,312)	287,734	344,271
Contributions	23,250	26,927	5,545	21%	(21,382)	261,463	85,427
Miscellaneous	381,861	384,115	201,120	52%	(182,995)	235,159	323,177
Transfer In	1,146,378	1,146,378	787,915	69%	(358,463)	839,968	957,983
Total Other Revenue	<u>1,754,529</u>	<u>1,760,460</u>	<u>976,308</u>	55%	<u>(784,152)</u>	<u>1,624,324</u>	<u>1,710,858</u>
Total Revenues	<u>\$ 15,674,096</u>	<u>\$ 18,002,016</u>	<u>\$ 16,666,921</u>	93%	<u>\$ (1,335,094)</u>	<u>\$ 17,948,122</u>	<u>\$ 15,885,143</u>
General Government:							
Commissioners	\$ 589,902	\$ 589,902	\$ 503,859	85%	\$ 86,043	\$ 450,430	\$ 517,336
Board Support	77,986	77,986	69,735	89%	8,251	73,747	66,076
Executive Management	490,707	490,707	430,810	88%	59,897	402,732	433,331
Public Information	63,753	63,753	56,405	88%	7,348	43,364	63,662
Clerk	59,843	61,843	61,734	100%	109	58,512	66,950
Motor Vehicle	324,849	324,849	332,140	102%	(7,291)	320,578	263,983
Recording	120,517	120,517	123,737	103%	(3,220)	119,914	213,634
Elections	261,657	309,267	228,675	74%	80,592	436,832	212,518
Revenue (Treasurer)	271,531	273,231	262,953	96%	10,278	244,709	240,508
Investments (Treasurer)	16,638	16,638	14,586	88%	2,052	14,549	16,984
Human Resources	175,351	216,233	201,335	93%	14,898	147,076	169,869
Wildlife Conservation	42,722	42,722	33,536	78%	9,186	35,818	54,906
Liquor License	10,106	10,106	10,046	99%	60	9,808	651,755
County Attorney	670,926	856,002	726,906	85%	129,096	759,212	10,074
Facilities & Grounds	1,015,005	1,015,005	915,257	90%	99,748	822,814	895,460
Project Services	82,307	82,307	61,908	75%	20,399	71,102	74,917
Property Records	334,700	214,700	151,330	70%	63,370	372,318	330,890
Valuation	729,019	579,019	584,125	101%	(5,106)	609,527	633,664
Communication	-	200,000	238,636	119%	(38,636)	-	-
Administration	-	70,000	85,299	122%	(15,299)	-	-
Development Review	634,544	634,544	607,585	96%	26,959	584,161	556,750
Oil and Gas Permitting	9,796	9,796	8,686	89%	1,110	8,740	7,049
Long Range Planning and Projects	305,926	475,162	298,319	63%	176,843	254,538	227,630

Gunnison County, Colorado

General Fund

UNAUDITED Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget vs Actual

For the QUARTER Ended September 30, 2021 - Continued

	Original Budget	Final Budget	Actual	% of Budget	Final Budget Variance Positive (Negative)	Actual - December 31,	
						2020	2019
Codes & Regulations	50,863	50,863	51,344	101%	(481)	49,555	50,445
Accounting & Auditing	510,544	545,001	527,129	97%	17,872	449,599	443,935
Planning and Analysis	126,520	128,720	109,798	85%	18,922	102,249	100,832
Compensated Absences	17,750	119,017	118,935	100%	82	-	82,162
Weather Modification	10,000	10,000	10,000	100%	-	10,000	10,000
Other General Fund Expenditures	1,949,223	1,949,223	625,795	32%	1,323,428	1,614,075	1,462,478
Energy Efficiency Initiatives	22,510	22,510	8,060	36%	14,450	6,810	2,685
Total General Government	8,975,195	9,559,623	7,458,660	78%	2,100,963	8,072,769	7,860,483
Judicial:							
District Attorney	425,703	428,320	428,313	100%	7	425,685	379,279
Total Judicial	425,703	428,320	428,313	100%	7	425,685	379,279
Public Safety:							
Detention Services	1,069,993	1,069,993	904,732	85%	165,262	919,057	943,125
Enforcement	837,855	841,505	778,561	93%	62,944	622,751	609,421
Operational Support	1,323,912	1,341,152	1,455,208	109%	(114,056)	1,065,304	992,962
Courtroom Security	97,320	97,320	93,844	96%	3,476	88,418	114,856
Investigations	215,229	215,229	147,803	69%	67,426	148,815	167,654
Major Incident Response	53,143	53,143	42,989	81%	10,154	48,715	21,794
Operational Support - Detention	218,114	275,614	233,649	85%	41,965	213,607	191,424
Education and Support	166,480	168,830	140,191	83%	28,639	152,555	9,098
Emergency Management	689,008	895,853	346,055	39%	549,798	1,556,169	212,430
Coroner	153,154	167,154	169,230	101%	(2,076)	151,174	154,320
Youth Intervention Services	219,191	220,191	210,681	96%	9,510	155,680	152,896
Total Public Safety	5,043,399	5,345,984	4,522,942	85%	823,042	5,122,245	3,569,980
Health and Welfare:							
Substance Abuse Prevention	166,500	544,187	258,962	48%	285,225	240,690	268,865
Program Support	45,083	45,083	28,419	63%	16,664	38,584	38,924
Senior Resources	204,362	133,116	123,074	92%	10,042	216,795	215,351
Child & Family Health	267,403	474,994	324,409	68%	150,585	198,175	246,798
Family Planning	113,300	119,270	92,372	77%	26,899	117,632	185,644
Total Health and Welfare	796,648	1,316,650	827,237	63%	489,414	811,876	955,582
Auxiliary Services:							
Alternative Services	75,189	75,189	57,752	77%	17,437	70,144	70,659
Adult Programming	74,204	74,204	65,888	89%	8,316	54,764	67,564
Youth Development	163,777	163,777	150,397	92%	13,380	127,283	147,962
Veterans	14,700	14,700	13,100	89%	1,600	12,305	12,523
Total Auxiliary Services	327,870	327,870	287,137	88%	40,733	264,496	298,708
Culture and Recreation:							
Fairgrounds Management	260,946	296,266	273,913	92%	22,353	230,171	295,701
Trails - Parks	284,998	93,117	67,226	72%	25,891	85,482	33,572
Landfill	2,275	2,275	1,153	51%	1,122	395	1,990
Historic Preservation	2,540	2,990	1,209	40%	1,781	8,326	7,212
Total Culture and Recreation	550,759	394,648	343,501	87%	51,147	324,374	338,475
Public Works:							
Weed Management	235,063	235,063	185,515	79%	49,548	242,194	226,618
Total Public Works	235,063	235,063	185,515	79%	49,548	242,194	226,618
Debt Service:							
Principal	5,006	5,006	3,189	64%	1,817	17,332	17,629
Interest	700	700	700	100%	-	297	-
Total Debt Service	5,706	5,706	3,889	68%	1,817	17,629	17,629
Other							
Transfer Out	630,100	630,100	520,038	83%	110,062	235,384	2,194,185
Total Other	630,100	630,100	520,038	83%	110,062	235,384	2,194,185
Total Expenditures	\$ 16,990,444	\$ 18,243,965	14,577,232	80%	3,666,732	15,516,652	15,840,939
Net Change in Fund Balances	(1,316,348)	(241,949)	2,089,689		\$ 2,331,638	2,431,470	44,204
Fund Balances - Beginning of Year			8,639,786			6,208,316	6,164,112
Fund Balances - End of Period			\$ 10,729,475			\$ 8,639,786	\$ 6,208,316

Gunnison County, Colorado
 Road and Bridge Fund
 UNAUDITED Schedule of Revenues, Expenditures and Changes in Fund Balances
 Budget vs Actual
 For the QUARTER Ended December 31, 2021

	Original Budget	Final Budget	Actual	% of Budget	Final Budget Variance Positive (Negative)	Actual - December 31, 2020	2019
Revenues:							
Specific ownership tax	\$ 200,000	\$ 200,000	\$ 282,509	141%	\$ 82,509	\$ 235,343	\$ 271,449
Charges for Services:							
Municipalities	140,416	140,416	63,779	45%	(76,637)	60,063	98,319
Permits	13,400	13,400	54,809	409%	41,409	36,180	41,816
Other	620	620	120	19%	(500)	15,903	15
Intergovernmental:							
Payment in lieu of taxes	1,000,000	1,000,000	1,451,587	145%	451,587	1,341,378	1,340,468
Local grants	1,000	1,000	-	0%	(1,000)	6,032	10,487
Federal grants	2,100	2,100	-	0%	(2,100)	-	94,463
State grants	50,000	50,000	56,478	113%	6,478	54,755	53,556
Highway users trust fund	3,050,000	3,050,000	3,157,624	104%	107,624	2,661,570	3,533,555
Mineral leasing	350,000	350,000	215,629	62%	(134,371)	408,959	486,494
Other:							
Fines and forfeitures	110	110	-	0%	(110)	24	-
Investment income	35,000	35,000	(9,538)	-27%	(44,538)	60,077	72,941
Miscellaneous	40,048	40,048	158,216	395%	118,169	58,877	92,263
Transfers in	157,158	157,158	82,158	52%	(75,000)	83,676	64,824
Total Revenues	<u>5,039,852</u>	<u>5,039,852</u>	<u>5,513,371</u>	109%	<u>473,519</u>	<u>5,022,837</u>	<u>6,160,650</u>
Expenditures:							
Road construction	111,718	642,618	589,160	92%	53,458	523,390	440,252
Bridges	80,999	84,999	2,049	2%	82,950	21,200	103,566
Winter maintenance	1,442,744	1,442,744	1,077,438	75%	365,306	1,091,688	1,317,643
Operational support	592,225	592,225	424,077	72%	168,147	491,608	431,563
Trails and park	22,577	24,207	7,008	29%	17,199	11,310	7,744
Municipalities	175,103	175,103	140,164	80%	34,939	103,649	124,480
Road maintenance	3,011,852	3,111,852	3,092,939	99%	18,913	3,009,204	2,551,238
Capital outlay	-	-	-	-	-	-	40,301
Debt Service	-	-	-	-	-	128	128
Transfer out	332,185	332,185	332,185	100%	0	208,304	296,636
Total Expenditures	<u>5,769,403</u>	<u>6,405,933</u>	<u>5,665,020</u>	88%	<u>740,913</u>	<u>5,460,481</u>	<u>5,313,551</u>
Net Change in Fund Balance	\$ <u>(729,551)</u>	\$ <u>(1,366,081)</u>	<u>(151,649)</u>		\$ <u>1,214,432</u>	<u>(437,644)</u>	\$ <u>847,099</u>
Fund Balances - Beginning of Year			<u>2,634,144</u>			<u>3,071,788</u>	<u>2,224,689</u>
Fund Balances - End of Year			\$ <u>2,482,495</u>			<u>2,634,144</u>	<u>3,071,788</u>

Gunnison County, Colorado
Human Services Fund
UNAUDITED Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget vs Actual
For the QUARTER Ended December 31, 2021

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>% of Budget</u>	<u>Final Budget Variance Positive (Negative)</u>	<u>Actual - December 31,</u>	
						<u>2020</u>	<u>2019</u>
Revenues:							
Taxes:							
Property tax revenue	\$ 332,000	\$ 332,000	\$ 357,785	108%	\$ 25,785	\$ 334,821	\$ 314,546
Delinquent tax and interest	1,100	1,100	536	49%	(564)	1,139	700
Intergovernmental:							
EBT reimbursements	4,421,844	6,906,907	5,499,670	80%	(1,407,237)	5,057,528	3,877,210
Other	60,000	60,000	39,747	66%	(20,253)	51,466	60,142
Other:							
Investment income	8,000	8,000	(1,081)	-14%	(9,081)	6,979	12,841
Contributions	1,250	1,250	97	8%	(1,153)	1,822	7,598
Miscellaneous	11,900	11,900	3,458	29%	(8,442)	12,442	2,717
Total Revenues	<u>4,837,194</u>	<u>7,321,157</u>	<u>5,900,213</u>	81%	<u>(1,420,944)</u>	<u>5,466,197</u>	<u>4,275,754</u>
Expenditures:							
Youth and family prevention services	106,965	113,455	90,628	80%	22,827	80,899	123,960
Self-sufficiency development	518,932	634,679	515,532	81%	119,147	666,148	576,424
Program support	655,472	683,842	560,443	82%	123,399	499,495	531,191
Children and family services	1,065,555	1,075,905	878,065	82%	197,840	1,005,269	1,100,360
Child support enforcement	108,573	108,573	94,398	87%	14,175	100,842	92,119
Public assistance	2,275,262	4,611,012	3,637,351	79%	973,661	2,889,791	1,712,957
Transfer out	136,000	136,000	108,687	80%	(27,313)	139,558	119,680
Total Expenditures	<u>4,866,759</u>	<u>7,363,466</u>	<u>5,885,104</u>	80%	<u>1,423,737</u>	<u>5,382,002</u>	<u>4,256,691</u>
Net Change in Fund Balances	\$ <u>(29,565)</u>	\$ <u>(42,309)</u>	15,109		\$ <u>2,793</u>	84,195	19,063
Fund Balances - Beginning of Year			<u>285,587</u>			<u>201,392</u>	<u>182,329</u>
Fund Balances - End of Year			\$ <u>300,696</u>			\$ <u>285,587</u>	\$ <u>201,392</u>

Gunnison County, Colorado
Airport Operations Fund
UNAUDITED Schedule of Revenues, Expenses and Changes in Net Position
Budget vs Actual
For the QUARTER Ended December 31, 2021

Attachment A
Schedule D

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>% of Budget</u>	<u>Final Budget Variance Positive (Negative)</u>	<u>Actual - December 31, 2020</u>	<u>2019</u>
Revenues:							
Airport fees	\$ 514,034	\$ 514,034	\$ 487,047	95%	\$ (26,987)	\$ 428,505	\$ 582,081
Terminal & hanger rent	456,002	456,846	519,659	114%	62,812	251,981	458,376
Passenger Facility Charges	125,000	125,000	145,370	116%	20,370	106,768	99,017
Parking fees & fines	67,634	67,634	101,706	150%	34,072	85,594	-
Other	271,571	1,271,571	876,274	69%	(395,297)	296,563	402,126
Grant revenue:							
Federal	1,530,131	3,530,131	1,415,466	40%	(2,114,665)	2,036,352	1,030,469
State	57,000	57,000	93,305	164%	36,305	63,809	91,769
Other	30,000	30,000	30,000	100%	-	30,000	-
Transfers in	-	-	-		-	416,536	-
Investment revenue	21,000	21,000	(7,448)	-35%	(28,448)	45,583	48,678
Total Revenues	<u>3,072,371</u>	<u>6,073,216</u>	<u>3,661,379</u>	60%	<u>(2,411,836)</u>	<u>3,761,691</u>	<u>2,712,516</u>
Expenses:							
Operational support	251,493	251,493	258,694	103%	(7,201)	275,591	222,473
Strategic development	102,557	102,557	119,200	116%	(16,643)	99,333	87,173
Airside	746,192	747,662	670,459	90%	77,203	656,822	788,775
Landside	279,830	310,410	283,148	91%	27,262	207,299	229,328
Capital Outlay	118,000	3,649,600	860,675	24%	2,788,925	1,186,238	1,039,200
Debt Service:	4,081	162,437	162,437	100%	(0)	4,081	-
Transfers out	1,403,779	1,403,779	66,928	5%	1,336,851	71,172	126,363
Total Expenses	<u>2,905,932</u>	<u>6,627,938</u>	<u>2,421,540</u>	37%	<u>4,206,398</u>	<u>2,500,536</u>	<u>2,493,312</u>
Change in Net Position - Budget Basis	\$ <u>166,439</u>	\$ <u>(554,722)</u>	1,239,839		\$ <u>1,794,561</u>	1,261,155	219,204
Reconciliation from Budget Basis to GAAP:							
Depreciation			-			(2,223,933)	(2,184,784)
Capital outlay			-			1,186,238	1,030,469
Net operating gain/(loss)			<u>1,239,839</u>			<u>223,460</u>	<u>(935,111)</u>
Net Position - Beginning of Year			<u>35,148,215</u>			<u>34,924,755</u>	<u>35,859,866</u>
Net Position - End of Year			\$ <u>36,388,054</u>			\$ <u>35,148,215</u>	\$ <u>34,924,755</u>

Gunnison County, Colorado
Sewer Fund
UNAUDITED Schedule of Revenues, Expenses and Changes in Net Position
Budget vs Actual
For the QUARTER Ended December 31, 2021

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>% of Budget</u>	<u>Final Budget Variance Positive (Negative)</u>	<u>Actual - December 31,</u>	
						<u>2020</u>	<u>2019</u>
Revenues:							
Dos Rios Division:							
Tap fees	\$ 5,500	\$ 5,500	\$ 16,500	300%	\$ 11,000	\$ 5,500	\$ 11,000
User fees	259,150	259,150	258,515	100%	(635)	257,498	265,575
Late fees	1,000	1,000	1	0%	(999)	399	1,843
Other revenue	23,810	23,810	3,205	13%	(20,605)	38,179	29,597
Total Dos Rios Division	<u>289,460</u>	<u>289,460</u>	<u>278,221</u>	96%	<u>(11,239)</u>	<u>301,576</u>	<u>308,015</u>
Somerset Division:							
User fees	20,290	20,290	20,280	100%	(10)	20,287	20,728
Late fees	80	80	0	1%	(80)	73	271
Other revenue	775	775	705	91%	(70)	724	2,011
Total Somerset Division	<u>21,145</u>	<u>21,145</u>	<u>20,985</u>	99%	<u>(160)</u>	<u>21,084</u>	<u>23,010</u>
Antelope Hills Division:							
Tap fees	5,500	5,500	-	0%	(5,500)	-	-
User fees	56,930	56,930	56,925	100%	(5)	56,925	52,560
Late fees	400	400	3	1%	(397)	238	941
Other revenue	1,660	1,660	1,626	98%	(34)	1,874	12,828
Total Antelope Hills Division	<u>64,490</u>	<u>64,490</u>	<u>58,554</u>	91%	<u>(5,936)</u>	<u>59,037</u>	<u>66,329</u>
North Gunnison Division:							
Tap fees	12,000	12,000	24,000	200%	12,000	23,500	16,500
User fees	316,370	316,370	327,985	104%	11,615	321,995	353,397
Late fees	1,000	1,000	1	0%	(999)	691	1,883
Other revenue	58,100	58,100	52,225	90%	(5,875)	58,403	4,778
Total North Gunnison Division	<u>387,470</u>	<u>387,470</u>	<u>404,210</u>	104%	<u>16,740</u>	<u>404,589</u>	<u>376,558</u>
Tomichi Division:							
User fees	20,961	20,961	12,208	58%	(8,753)	12,847	17,070
Other revenue	-	-	-		-	-	4,760
Total Tomichi Division	<u>20,961</u>	<u>20,961</u>	<u>12,208</u>	58%	<u>(8,753)</u>	<u>12,847</u>	<u>21,830</u>
Total Revenues	<u>783,526</u>	<u>783,526</u>	<u>774,178</u>	99%	<u>(9,348)</u>	<u>799,133</u>	<u>795,742</u>
Expenses:							
Dos Rios Division:							
Operations	270,322	270,322	251,210	93%	19,112	189,275	216,825

Transfers to other funds	25,910	25,910	30,337	117%	(4,427)	24,349	27,695
Capital outlay	40,000	40,000	-	0%	40,000	4,902	7,500
Debt service	-	-	-		-	-	-
Total Dos Rios Division	<u>336,232</u>	<u>336,232</u>	<u>281,547</u>	84%	<u>54,685</u>	<u>218,526</u>	<u>252,020</u>
Somerset Division:							
Operations	20,354	20,354	17,602	86%	2,752	14,858	-
Transfers to other funds	831	831	934	112%	(103)	705	-
Capital outlay	-	-	-		-	-	-
Debt service	-	-	-		-	-	-
Total Somerset Division	<u>21,185</u>	<u>21,185</u>	<u>18,535</u>	87%	<u>2,649</u>	<u>15,563</u>	<u>-</u>
Antelope Hills Division:							
Operations	64,658	64,658	37,862	59%	26,796	51,754	49,823
Transfers to other funds	4,674	4,674	4,653	100%	21	5,256	6,930
Capital outlay	1,000	1,000	-	0%	1,000	-	-
Debt service	-	-	-		-	-	-
Total Antelope Hills Division	<u>70,332</u>	<u>70,332</u>	<u>42,515</u>	60%	<u>27,817</u>	<u>57,010</u>	<u>56,753</u>
North Gunnison Division:							
Operations	286,677	286,677	260,283	91%	26,394	233,534	225,527
Transfers to other funds	14,567	14,567	17,062	117%	(2,495)	13,861	15,806
Capital outlay	1,000	1,000	-	0%	1,000	-	-
Debt service	39,659	96,154	96,154	100%	0	112,910	114,160
Total North Gunnison Division	<u>341,903</u>	<u>398,398</u>	<u>373,498</u>	94%	<u>24,900</u>	<u>360,305</u>	<u>355,493</u>
Tomichi Division:							
Operations	18,788	21,228	13,000	61%	8,228	12,143	16,257
Transfers to other funds	856	856	959	112%	(103)	705	813
Capital outlay	-	-	-		-	-	-
Debt service	-	-	-		-	-	-
Total Tomichi Division	<u>19,644</u>	<u>22,084</u>	<u>13,959</u>	63%	<u>8,126</u>	<u>12,848</u>	<u>17,070</u>
Total Expenses	<u>789,296</u>	<u>848,231</u>	<u>730,054</u>	86%	<u>118,177</u>	<u>664,252</u>	<u>681,336</u>
Change in Net Position - Budget Basis	\$ <u>(5,770)</u>	\$ <u>(64,705)</u>	44,124		\$ <u>108,829</u>	134,881	114,406
Reconciliation from Budget Basis to GAAP:							
						33,596	51,017
						(236,980)	(236,195)
						6,128	7,500
			<u>44,124</u>			<u>(62,375)</u>	<u>(63,272)</u>
Net Position - Beginning of Year			<u>2,882,224</u>			<u>2,944,599</u>	<u>3,007,871</u>
Net Position - End of Year			\$ <u>2,926,348</u>			\$ <u>2,882,224</u>	\$ <u>2,944,599</u>

UNAUDITED Schedule of Revenues, Expenses and Changes in Net Position

Budget vs Actual

For the QUARTER Ended December 31, 2021

	Original Budget	Final Budget	Actual	% of Budget	Final Budget Variance Positive (Negative)	Actual - December 31, 2020	2019
Revenues:							
User fees	\$ 343,920	\$ 343,920	\$ 359,559	105%	\$ 15,639	\$ 382,292	\$ 333,505
Availability fees	7,650	7,650	6,592	86%	(1,058)	7,079	6,916
Tap Connection	5,500	5,500	9,000	164%	3,500	-	8,500
Other	37,747	37,747	65,782	174%	28,035	3,147	81,826
Earnings on investments	1,600	1,600	(2,474)	-155%	(4,074)	13,655	14,971
Grant revenue	-	236,126	118,266	50%	(117,860)	18,570	-
Transfers in	29,330	29,330	36,436	124%	7,106	29,181	28,024
Total Revenues	<u>425,747</u>	<u>661,873</u>	<u>593,161</u>	90%	<u>(68,712)</u>	<u>453,924</u>	<u>473,742</u>
Expenses:							
Dos Rios Division:							
Operating expenses	174,335	390,365	230,040	59%	160,325	188,610	147,772
Transfers to other funds	16,260	16,260	16,260	100%	-	-	-
Capital outlay	30,000	30,000	-	0%	30,000	-	-
Somerset Division:							
Debt service	8,024	8,024	8,024	100%	-	7,836	1,589
Antelope Hills Division:							
Operating expenses	52,138	56,618	78,526	139%	(21,908)	12,945	96,557
Transfers to other funds	336	336	336	100%	-	-	-
Debt service	42,940	42,940	42,940	100%	-	42,818	49,204
Utilities Administration:							
Operating expenses	81,320	90,010	76,937	85%	13,073	83,720	78,855
Capital outlay	1,000	1,000	-	0%	1,000	-	-
Debt service	154	154	-	0%	154	-	-
Transfers out	-	-	-		-	14,520	23,700
Total Expenses	<u>406,507</u>	<u>635,707</u>	<u>453,063</u>	71%	<u>182,644</u>	<u>350,449</u>	<u>397,677</u>
Change in Net Position - Budget Basis	\$ <u>19,240</u>	\$ <u>26,166</u>	140,097		\$ <u>113,932</u>	103,475	76,065
Reconciliation from Budget Basis to GAAP:							
Debt principle			-			27,870	27,155
Depreciation			-			(130,022)	(222,741)
Capital outlay			-			-	-
Net operating gain/(loss)			<u>140,097</u>			<u>1,323</u>	<u>(119,521)</u>
Net Position - Beginning of Year			1,957,529			1,956,206	2,075,727
Net Position - End of Year			<u>\$ 2,097,626</u>			<u>\$ 1,957,529</u>	<u>\$ 1,956,206</u>

Gunnison County, Colorado
Solid Waste Fund
UNAUDITED Schedule of Revenues, Expenses and Changes in Net Position
Budget vs Actual
For the QUARTER Ended December 31, 2021

	Original Budget	Final Budget	Actual	% of Budget	Final Budget Variance Positive (Negative)	Actual - December 31, 2020	2019
Revenues:							
Landfill:							
Disposal fees	\$ 1,034,220	\$ 1,034,220	\$ 1,129,352	109%	\$ 95,132	\$ 1,057,750	\$ 1,059,252
Other	29,350	29,350	73,900	252%	44,550	33,868	27,784
Total Landfill Revenues	<u>1,063,570</u>	<u>1,063,570</u>	<u>1,203,252</u>	<u>113%</u>	<u>139,682</u>	<u>1,091,618</u>	<u>1,087,036</u>
Recycling:							
Grants	-	-	64,601		-	-	-
Recycled material sales	60,000	60,000	137,705	230%	77,705	102,191	94,137
Total Recycling Revenues	<u>60,000</u>	<u>60,000</u>	<u>202,306</u>	<u>337%</u>	<u>77,705</u>	<u>102,191</u>	<u>94,137</u>
Other:							
Transfers in	-	-	-		-	25,450	-
Investment revenue	37,000	37,000	(5,969)	-16%	(42,969)	34,640	47,183
Total Revenues	<u>1,160,570</u>	<u>1,160,570</u>	<u>1,399,589</u>	<u>121%</u>	<u>174,418</u>	<u>1,253,899</u>	<u>1,228,356</u>
Expenses:							
Landfill Expenditures:							
Operations and maintenance	650,648	650,648	638,165	98%	12,483	553,041	591,201
Transfers to other funds	52,464	52,464	52,464	100%	-	-	-
Debt service	158,507	158,507	75,545	48%	82,962	-	-
Capital outlay	13,765	13,765	1,765	13%	12,000	39,437	-
Total Landfill Expenditures	<u>875,384</u>	<u>875,384</u>	<u>767,938</u>	<u>88%</u>	<u>107,446</u>	<u>592,478</u>	<u>591,201</u>
Recycling Expenditures:							
Operations	371,802	371,802	386,431	104%	(14,629)	326,185	318,705
Transfers to other funds	25,848	25,848	25,848		-	-	-
Total Recycling Expenditures	<u>397,650</u>	<u>397,650</u>	<u>412,279</u>	<u>104%</u>	<u>(14,629)</u>	<u>326,185</u>	<u>318,705</u>
Other:							
Transfers (out)	-	-	-		-	73,392	71,328
Interest expense	-	-	-		-	10,698	-
Total Expenses	<u>1,273,034</u>	<u>1,273,034</u>	<u>1,180,217</u>	<u>93%</u>	<u>92,817</u>	<u>1,002,753</u>	<u>981,234</u>
Change in Net Position - Budget Basis	<u>(112,464)</u>	<u>(112,464)</u>	<u>219,372</u>		<u>267,234</u>	<u>251,146</u>	<u>247,122</u>
Reconciliation to GAAP Basis							
Debt principle			-			21,998	-
Depreciation			-			(46,088)	(47,832)
Capitalized assets			-			39,437	-
Landfill closure/post-closure (cost)/recovery			-			(42,989)	(40,168)
Change in net position - GAAP basis			<u>219,372</u>			<u>223,504</u>	<u>159,122</u>
Net Position - Beginning of Year			<u>1,010,965</u>			<u>982,464</u>	<u>823,342</u>
Prior period adjustment			<u>-</u>			<u>(195,003)</u>	<u>-</u>
Net Position - End of Year			<u>\$ 1,230,337</u>			<u>\$ 1,010,965</u>	<u>\$ 982,464</u>

Gunnison County, Colorado
Internal Service Fund III - Health Insurance
UNAUDITED Schedule of Revenues, Expenses and Changes in Net Position
Budget vs Actual
For the QUARTER Ended December 31, 2021

Attachment A
Schedule H

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>% of Budget</u>	<u>Final Budget Variance Positive (Negative)</u>	<u>Actual - December 31, 2020</u>	<u>2019</u>
Revenues:							
Contributions:							
Medical	\$ 346,000	\$ 346,000	\$ 318,906	92%	\$ (27,094)	\$ 325,225	\$ 346,315
Medical	1,730,000	1,730,000	1,727,409	100%	(2,591)	1,537,916	1,615,955
Dental	152,000	152,000	151,953	100%	(47)	148,693	152,191
Other	80,900	80,900	80,202	99%	(698)	78,466	80,252
Prescriptions	240,000	240,000	-	0%	(240,000)	168,134	127,483
COBRA	11,150	11,150	18,292	164%	7,142	5,859	17,382
Insurance proceeds	1,000	1,000	104,808	10481%	103,808	385,679	432,557
Refunds	7,120	7,120	16,945	238%	9,825	15,663	409
Rebates	10,000	10,000	230	2%	(9,770)	6,861	33,172
Transfers in	-	127,340	-				
Investment revenue	40,000	40,000	(5,119)	-13%	(45,119)	44,417	64,967
Total Revenues	<u>2,618,170</u>	<u>2,745,510</u>	<u>2,413,626</u>	88%	<u>(204,544)</u>	<u>2,716,913</u>	<u>2,870,683</u>
Expenses:							
Personnel	15,179	17,505	14,399	82%	3,106	15,258	13,900
Contracted services	150,000	150,000	198,136	132%	(48,136)	320,040	136,243
Other professional services	42,994	42,994	34,994	81%	8,000	36,069	41,346
Administration fees	57,960	57,960	68,751	119%	(10,791)	69,720	48,097
Insurance and bonds	390,246	408,594	413,085	101%	(4,491)	371,987	387,215
Insurance claims:							
Medical	1,500,000	1,500,000	1,045,536	70%	454,464	1,774,096	1,268,050
Dental	130,000	130,000	109,877	85%	20,123	128,647	115,721
Vision	10,000	14,400	12,429	86%	1,971	8,671	8,739
Prescriptions	250,000	250,000	153,210	61%	96,790	174,995	160,654
Stop loss	353,000	388,700	336,881	87%	51,819	261,509	352,179
Unemployment	16,400	16,400	21,262	130%	(4,862)	24,440	2,242
Health savings account	25,000	25,000	15,150	61%	9,850	10,950	14,548
Transfers out	49,032	49,032	49,032	100%	-	49,824	1,813
Total Expenses	<u>2,989,811</u>	<u>3,050,585</u>	<u>2,472,743</u>	81%	<u>577,842</u>	<u>3,246,206</u>	<u>2,550,747</u>
Change in Net Position	\$ <u>(371,641)</u>	\$ <u>(305,075)</u>	(59,118)		\$ <u>373,298</u>	(529,293)	319,936
Net Position - Beginning of Year			1,930,059			2,459,352	2,139,416
Net Position - End of Year			\$ <u>1,870,941</u>			\$ <u>1,930,059</u>	\$ <u>2,459,352</u>

**Gunnison County, CO
Sales Tax Analysis**

**Attachment B
Schedule A**

MONTH	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Difference FY 2021 - FY 2020
	JAN.	\$ 124,812	\$ 138,778	\$ 158,391	\$ 169,492	\$ 210,792	\$ 232,846
FEB.	162,620	146,348	146,776	166,280	214,522	256,460	41,938
MAR.	155,912	174,850	167,236	175,056	168,174	289,047	120,873
APR.	103,803	95,463	119,378	131,631	138,077	198,871	60,794
MAY	108,133	114,855	141,564	142,361	170,400	232,172	61,772
JUN.	179,753	182,927	212,726	236,407	251,464	359,388	107,924
JUL.	236,207	223,910	280,130	312,630	333,856	409,244	75,388
AUG.	228,310	238,981	232,909	272,405	303,901	364,175	60,274
SEP.	187,825	200,135	275,372	246,783	324,845	372,024	47,179
OCT.	119,881	139,798	158,391	201,630	237,616	272,323	34,707
NOV.	95,291	115,684	124,680	172,530	204,231	248,747	44,516
DEC.	171,376	181,468	193,386	259,514	297,746	326,026	28,280
TOTAL	\$ 1,873,923	\$ 1,953,197	\$ 2,210,939	\$ 2,486,719	\$ 2,855,624	\$ 3,561,324	\$ 705,700

INCREASE/(DECREASE) IN SALES TAX COLLECTION

N/A \$ 79,274 \$ 257,742 \$ 275,780 \$ 368,905 \$ 705,700

% INCREASE FROM PREVIOUS YEAR

N/A 4.23% 13.20% 12.47% 14.84% 24.71%

BUDGET VS. ACTUAL VARIANCE ANALYSIS

\$ 1,838,000 \$ 1,838,400 \$ 1,924,050 \$ 2,110,144 \$ 2,364,672 \$ 2,633,382
 \$ 35,923 \$ 114,797 \$ 286,889 \$ 376,575 \$ 490,952 \$ 927,942
 1.95% 6.24% 14.91% 17.85% 20.76% 35.24%

**Gunnison County, CO
Lodging Tax Analysis**

**Attachment B
Schedule B**

MONTH	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Difference FY 2021 - FY 2020
	JAN.	\$ 154,436	\$ 131,290	\$ 151,064	\$ 182,040	\$ 192,500	\$ 255,794
FEB.	165,327	150,313	153,562	177,839	218,603	321,802	103,199
MAR.	164,788	191,482	225,891	209,741	183,758	403,592	219,834
APR.	102,950	125,862	56,936	101,064	75,416	95,161	19,745
MAY	49,027	56,778	80,399	70,528	25,651	113,119	87,468
JUN.	134,527	164,149	267,972	205,252	182,098	373,495	191,397
JUL.	267,932	267,633	313,473	309,873	353,689	478,803	125,114
AUG.	194,453	227,619	242,085	258,027	304,422	367,144	62,722
SEP.	224,683	249,060	294,660	276,904	364,005	430,845	66,840
OCT.	68,702	120,135	90,870	97,483	152,901	170,090	17,189
NOV.	41,425	40,051	62,626	82,407	102,034	144,542	42,508
DEC.	163,080	184,857	192,679	217,147	282,197	335,612	53,415
TOTAL	\$ 1,731,330	\$ 1,909,229	\$ 2,132,217	\$ 2,188,305	\$ 2,437,274	\$ 3,490,000	\$ 1,052,726

INCREASE/(DECREASE) IN LODGING TAX COLLECTION

N/A \$ 177,899 \$ 222,988 \$ 56,088 \$ 248,969 \$ 1,052,726

% INCREASE FROM PREVIOUS YEAR

N/A 10.28% 11.68% 2.63% 11.38% 43.19%

BUDGET VS. ACTUAL VARIANCE ANALYSIS

\$ 1,300,000 \$ 1,400,000 \$ 1,958,078 \$ 2,241,524 \$ 2,165,100 \$ 2,042,599
 \$ 431,330 \$ 509,229 \$ 174,139 \$ (53,219) \$ 272,174 \$ 1,447,401
 33.18% 36.37% 8.89% -2.37% 12.57% 70.86%

**Gunnison County, CO
Property Tax Analysis**

**Attachment B
Schedule C**

MONTH	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Difference FY 2021 - FY 2020
	JAN.	\$ 332,370	\$ 264,506	\$ 1,070,026	\$ 233,522	\$ 134,475	\$ 173,274
FEB.	3,126,194	2,874,792	3,000,860	3,575,393	3,427,375	3,528,551	101,176
MAR.	727,516	1,477,410	856,748	893,247	1,394,706	1,968,791	574,085
APR.	2,126,794	2,138,588	2,493,976	2,585,290	2,271,679	2,740,269	468,590
MAY	899,323	920,359	664,214	783,630	956,206	958,883	2,677
JUN.	1,692,393	1,737,414	1,625,432	1,663,551	2,090,321	1,800,170	(290,151)
JUL.	256,839	263,452	307,803	322,482	418,233	328,913	(89,320)
AUG.	125,256	139,196	129,067	120,684	199,520	111,477	(88,043)
SEP.	45,571	46,996	27,126	54,505	29,812	47,113	17,301
OCT.	94,898	15,172	28,788	43,340	24,691	28,298	3,607
NOV.	692	73,590	33,614	45,832	67,256	46,789	(20,467)
DEC.	3,343	518	240	758	1,571	367	(1,204)
TOTAL	\$ 9,431,189	\$ 9,951,993	\$ 10,237,894	\$ 10,322,234	\$ 11,015,845	\$ 11,732,895	\$ 717,050

INCREASE/(DECREASE) IN CURRENT PROPERTY TAX COLLECTION

N/A \$ 520,804 \$ 285,901 \$ 84,340 \$ 693,611 \$ 717,050

% INCREASE FROM PREVIOUS YEAR

N/A 5.52% 2.87% 0.82% 6.72% 6.51%

BUDGET VS. ACTUAL VARIANCE ANALYSIS

\$ 9,299,510 \$ 9,818,217 \$ 10,104,199 \$ 10,174,554 \$ 10,853,919 \$ 11,559,653
 \$ 131,679 \$ 133,776 \$ 133,695 \$ 147,680 \$ 161,926 \$ 173,242
 1.42% 1.36% 1.32% 1.45% 1.49% 1.50%

Gunnison County, CO
ECONOMIC INDICATOR
Building Permit Valuation Activity Analysis

Attachment C
 Schedule A

MONTH	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Difference FY 2021 - FY 2020
	JAN.	\$ 50,910	\$ 26,007	\$ 1,067,608	\$ 16,000	\$ 413,103	\$ 224,900
FEB.	78,995	186,362	149,524	329,908	783,571	398,665	(384,906)
MAR.	952,376	1,102,963	1,152,007	31,144	1,103,238	2,468,015	1,364,777
APR.	1,769,554	1,232,943	1,795,091	4,911,591	1,366,080	6,002,259	4,636,179
MAY	4,741,821	4,227,945	7,529,760	6,016,672	3,344,675	6,083,995	2,739,320
JUN.	4,913,978	4,907,746	4,573,576	5,314,445	4,267,340	8,408,241	4,140,901
JUL.	6,017,275	2,505,754	3,656,211	4,746,933	3,134,006	11,161,101	8,027,095
AUG.	1,679,346	2,165,369	5,677,517	4,376,944	5,627,681	3,291,328	(2,336,353)
SEP.	816,999	4,765,416	3,246,352	653,218	3,460,940	8,634,761	5,173,821
OCT.	1,733,009	2,617,901	3,721,891	1,746,144	4,212,498	7,654,676	3,442,178
NOV.	809,240	976,629	1,705,622	3,407,251	847,460	1,620,829	773,369
DEC.	227,946	1,314,430	149,089	277,825	150,595	1,496,992	1,346,397
TOTAL	<u>\$ 23,791,449</u>	<u>\$ 26,029,465</u>	<u>\$ 34,424,248</u>	<u>\$ 31,828,075</u>	<u>\$ 28,711,187</u>	<u>\$ 57,445,762</u>	<u>\$ 28,734,575</u>

INCREASE/(DECREASE) IN ACTIVITY

N/A \$ 2,238,016 \$ 8,394,783 \$ (2,596,173) \$ (3,116,888) \$ 28,734,575

% INCREASE FROM PREVIOUS YEAR

N/A 9.41% 32.25% -7.54% -9.79% 100.08%

Gunnison County, CO
ECONOMIC INDICATOR
Airport Enplanement Activity Analysis

Attachment C
 Schedule B

MONTH	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Difference FY 2021 - FY 2020
	JAN.	5,504	5,567	6,753	6,214	6,600	4,441
FEB.	6,129	5,233	5,397	5,225	6,545	4,497	(2,048)
MAR.	7,119	7,269	6,166	6,648	4,311	6,376	2,065
APR.	850	507	1,444	937	30	1,576	1,546
MAY	-	-	884	794	75	1,520	1,445
JUN.	800	248	1,779	2,108	241	2,268	2,027
JUL.	4,010	3,617	4,155	4,206	1,811	3,716	1,905
AUG.	3,171	2,643	3,471	3,560	2,241	3,885	1,644
SEP.	1,496	1,350	1,540	2,133	2,081	2,821	740
OCT.	1,225	1,110	1,270	1,216	1,357	1,998	641
NOV.	873	942	868	825	831	2,122	1,291
DEC.	4,620	4,399	3,594	3,408	2,775	3,980	1,205
TOTAL	<u>35,797</u>	<u>32,885</u>	<u>37,321</u>	<u>37,274</u>	<u>28,898</u>	<u>39,200</u>	10,302

INCREASE/(DECREASE) IN ACTIVITY

N/A (2,912) 4,436 (47) (8,376) 10,302

% INCREASE FROM PREVIOUS YEAR

N/A -8.13% 13.49% -0.13% -22.47% 35.65%

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

**Attachment C
Schedule C**

MONTH	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Difference FY 2021 - FY 2020
JAN.	2.5	2.2	2.2	2.7	2.2	4.8	2.6
FEB.	2.5	2.2	2.4	2.4	2.2	4.7	2.5
MAR.	2.4	1.7	2.3	2.2	3.7	4.7	1.0
APR.	2.6	1.7	2.2	2.3	16.0	5.3	(10.7)
MAY	2.6	2.1	2.5	2.3	14.9	5.1	(9.8)
JUN.	2.3	1.9	2.5	2.1	11.7	5.0	(6.7)
JUL.	2.0	1.6	2.2	1.6	5.9	3.7	(2.2)
AUG.	2.0	1.6	2.3	1.7	5.0	3.4	(1.6)
SEP.	1.8	1.5	2.0	1.6	4.1	2.9	(1.2)
OCT.	2.0	2.0	2.3	1.8	4.5	3.1	(1.4)
NOV.	1.9	2.3	2.7	2.2	5.4	3.5	(1.9)
DEC.	1.7	2.0	2.3	2.0	5.0	2.9	(2.1)
Average	<u>2.19</u>	<u>1.90</u>	<u>2.33</u>	<u>2.08</u>	<u>6.72</u>	<u>4.09</u>	<u>(2.63)</u>

INCREASE/(DECREASE) IN CURRENT ACTIVITY

N/A (0.29) 0.43 (0.25) 4.64 (2.63)

% INCREASE FROM PREVIOUS YEAR

N/A -13.31% 22.37% -10.75% 223.69% -39.08%

Gunnison County, CO
LONG-TERM DEBT ISSUANCES
For the QUARTER Ended December 31, 2021

Attachment D
Schedule A

<u>Debt Type</u>	<u>Series</u>	<u>Interest Rate(s)</u>	<u>Date of Maturity</u>	<u>Original Issuance</u>	<u>Unspent Proceeds</u>	<u>Debt Issuances Maturity Info</u>		
						<u>Principal Budgeted This FY</u>	<u>Interest Budgeted This FY</u>	<u>Balance After This FY Principal</u>
<u>DEBT SERVICE FUND</u>								
Certificates of Participation	2020	2.5% - 5.0%	2038	\$ 11,345,000	\$ -	\$ 410,000	\$ 496,050	\$ 10,865,000
Certificates of Participation	2020B	4.0% - 5.0%	2040	6,340,000	-	80,000	408,720	6,260,000
Certificates of Participation	2020C	0.5% - 2.35%	2038	9,000,000	7,182,850	450,000	153,379	8,550,000
				\$ 26,685,000	\$ 7,182,850	\$ 940,000	\$ 1,058,149	\$ 25,675,000
<u>WATER</u>								
USDA RUS Water Revenue Bond	2013	2.13%	9/30/2042	\$ 1,154,230	\$ -	\$ 21,591	\$ 21,349	\$ 989,091
				\$ 1,154,230	\$ -	\$ 21,591	\$ 21,349	\$ 989,091
<u>SEWER</u>								
USDA RUS Sewer Revenue Bond	2005	4.50%	2044	\$ 1,519,270	\$ -	\$ 29,217	\$ 50,103	\$ 1,156,905
USDA RUS Sewer Revenue Bond	2005B	4.25%	2046	322,000	-	5,822	10,994	254,291
				\$ 1,841,270	\$ -	\$ 35,039	\$ 61,097	\$ 1,411,196
County-Wide Total				\$ 29,680,500	\$ 7,182,850	\$ 996,630	\$ 1,140,595	\$ 28,075,287

Note: The most recent bond rating was conducted by Moody's Investor Service and assigned Gunnison County a rating of Aa2.

Gunnison County, CO
CAPITAL LEASES/BANK LOANS DEBT
For the QUARTER Ended December 31, 2021

Attachment D
Schedule B

	<u>Lease Company</u>	<u>Leased During FY</u>	<u>Length of Lease</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Lease Amount</u>	<u>Payments - P&I</u>		<u>Lease Balance End of this FY</u>	
							<u>Monthly</u>	<u>Annual</u>		
1-	CHFA - Pitchfork	2001	20 Yrs	2021	4.00%	\$ 63,174	\$ 184	\$ 1,102	\$ -	
	<i>Distribution/Owners:</i>		Housing Authority	100.00%		63,174	184	1,102	-	
2-	Somerset Waterworks Dist	2003	20 Yrs	2023	5.00%	100,000	669	8,024	12,055	
	<i>Distribution/Owners:</i>		Water Fund	100.00%		100,000	669	8,024	12,055	
3-	CHFA - Mountain View	2003	30 Yrs	2033	5.75%	528,100	3,082	36,982	314,613	
	<i>Distribution/Owners:</i>		Housing Authority	100.00%		528,100	3,082	36,982	314,613	
4-	CHFA - Surplus Cash	2003	30 Yrs	2033	5.75%	624,011	2,007	24,085	18,933	
	<i>Distribution/Owners:</i>		Housing Authority	100.00%		624,011	2,007	24,085	18,933	
5-	CHFA - Contingent Repaym	2003	30 Yrs	2033	0.00%	378,863	-	-	378,863	
	<i>Distribution/Owners:</i>		Housing Authority	100.00%		378,863	-	-	378,863	
6-	Caterpillar - Moto Grader	2017	5 Yrs	Balloon 2022	2.70%	158,593	667	8,001	142,125	
	<i>Distribution/Owners:</i>		ISF I - Fleet	100.00%		158,593	667	8,001	142,125	
7-	Caterpillar - Moto Grader	2018	5 Yrs	Balloon 2022	2.43%	236,763	2,379	28,544	150,228	
	<i>Distribution/Owners:</i>		Solid Waste	100.00%		236,763	2,379	28,544	150,228	
8-	UMB Bank - Whetstone	2019	20 Yrs	2039	4.25%	1,400,000	6,184	74,202	1,266,682	
	<i>Distribution/Owners:</i>		Sales Tax	100.00%		1,400,000	6,184	74,202	1,266,682	
9-	Sterling NB - Solar Panels	2019	10 Yrs	2029	2.43%	1,320,689	12,439	149,262	1,073,388	
	<i>Distribution/Owners:</i>		Sales Tax	100.00%		1,320,689	12,439	149,262	1,073,388	
10-	Sterling NB - Geothermal	2019	10 Yrs	2029	2.43%	1,179,311	11,075	132,904	1,062,813	
	<i>Distribution/Owners:</i>		Sales Tax	100.00%		1,179,311	11,075	132,904	1,062,813	
11-	RV Com Rentals - Building	2021	3 Yrs	2023	4.00%	500,000	14,767	162,437	353,471	
	<i>Distribution/Owners:</i>		Airport	100.00%		500,000	14,767	162,437	353,471	
12-	Bomag - Compactor	2021	5 Yrs	2025	2.82%	413,608	3,917	47,001	380,401	
	<i>Distribution/Owners:</i>		Solid Waste	100.00%		\$ 413,608	\$ 3,917	\$ 47,001	\$ 380,401	
						Sales Tax	\$ 3,900,000	\$ 29,697	\$ 356,368	\$ 3,402,883
						Housing Authority	1,594,148	5,273	62,169	712,409
						Water	100,000	669	8,024	12,055
						Solid Waste	650,371	6,295	75,545	530,629
						ISF I - Fleet	158,593	667	8,001	142,125
						Airport	500,000	14,767	162,437	353,471
						County-Wide Total	\$ 6,903,112	\$ 57,368	\$ 672,544	\$ 5,153,573

CAPITAL IMPROVEMENT PROJECT LISTING

For the QUARTER Ended December 31, 2021

	Budget/Est. Contract Price	Prior Years	FY 2021	Total Paid	Retainage			Balance To Be Paid	% Complete
					Prior FY	This FY	Total		
1 Airport Terminal Reconstruction									
Architect <i>Gensler</i>	\$ 2,267,337	\$ 1,401,063	\$ 613,573	\$ 2,014,636	\$ -	\$ -	\$ -	\$ 252,701	88.9%
Studies <i>Mead & Hunt</i>	166,593	166,593	-	166,593	-	-	-	-	100.0%
Construction <i>Shaw Constr</i>	24,387,535	-	14,855,509	14,855,509	-	781,869	781,869	9,532,026	64.1%
Other	381,479	127,614	253,865	381,479	-	-	-	-	
Project Total	\$ 27,202,944	\$ 1,695,270	\$ 15,722,948	\$ 17,418,218	\$ -	\$ 781,869	\$ 781,869	\$ 9,784,727	
2 Library									
Construction <i>Black Dragon Dev</i>	9,251,599	94,234	4,489,763	4,583,997	-	336,252	\$ 336,252	\$ 4,667,602	53.2%
Other	1,287,190	83,575	158,809	242,384	-	242,384	242,384	\$ 1,044,806	
Project Total	\$ 10,538,789	\$ 177,809	\$ 4,648,572	\$ 4,826,381	\$ -	\$ 578,636	\$ 578,636	\$ 5,712,408	
3 Shady Island River Access Park									
Engineering <i>Merrick</i>	\$ 63,708	\$ 57,152	\$ 6,556	\$ 63,708	\$ -	\$ -	\$ -	\$ -	100.0%
Construction <i>Spallone</i>	614,229	132,926	481,303	614,229	14,770	38,023	52,793	\$ -	108.6%
Other	159,044	104,997	54,047	159,044	-	-	-	\$ -	
Project Total	\$ 836,981	\$ 295,075	\$ 541,906	\$ 836,981	\$ 14,770	\$ 38,023	\$ 52,793	\$ -	
4 Energy Efficiency Project - Geothermal									
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Construction <i>Johnson Controls</i>	1,740,791	946,653	794,138	1,740,791	47,333	39,707	87,040	\$ -	105.0%
Other	-	-	-	-	-	-	-	\$ -	
Project Total	\$ 1,740,791	\$ 946,653	\$ 794,138	\$ 1,740,791	\$ 47,333	\$ 39,707	\$ 87,040	\$ -	
Count- Wide Projects TOTAL	\$ 40,319,504	\$ 3,114,807	\$ 21,707,563	\$ 24,822,370	\$ 62,103	\$ 1,438,234	\$ 1,500,337	\$ 15,497,135	65.3%

Gunnison County, CO
GRANTS
For the QUARTER Ended December 31, 2021

Attachment F

Grants by Fund	Original Budget	Final Budget	2021 Actual	2020 Actual
<u>General Fund:</u>				
Grant and Other Revenues	\$ (1,253,937)	\$ (1,793,617)	\$ (1,136,564)	\$ (1,849,890)
Total Expenses	\$ 1,994,460	\$ 2,696,869	\$ 1,562,271	\$ 1,946,563
Net - Expenses over/(under) Revenues	\$ 740,523	\$ 903,252	\$ 425,708	\$ 96,673
<u>Human Services Fund:</u>				
Grant and Other Revenues	\$ (186,965)	\$ (188,835)	\$ (145,749)	\$ (186,974)
Total Expenses	\$ 186,215	\$ 195,205	\$ 163,024	\$ 184,664
Net - Expenses over/(under) Revenues	\$ (750)	\$ 6,370	\$ 17,275	\$ (2,311)
<u>Public Health Fund:</u>				
Grant and Other Revenues	\$ (897,384)	\$ (2,127,127)	\$ (1,070,573)	\$ (1,057,674)
Total Expenses	\$ 887,866	\$ 2,093,928	\$ 1,036,714	\$ 1,029,148
Net - Expenses over/(under) Revenues	\$ (9,518)	\$ (33,199)	\$ (33,859)	\$ (28,526)
<u>Airport Fund:</u>				
Grant and Other Revenues	\$ (10,494,633)	\$ (15,647,840)	\$ (11,451,101)	\$ (2,046,331)
Total Expenses	\$ 8,870,324	\$ 16,927,451	\$ 14,983,146	\$ 1,145,874
Net - Expenses over/(under) Revenues	\$ (1,624,309)	\$ 1,279,611	\$ 3,532,045	\$ (900,457)
<u>Capital Expense/Projects Fund:</u>				
Grant and Other Revenues	\$ (579,680)	\$ (3,967,052)	\$ (957,278)	\$ (10,343,957)
Total Expenses	\$ 791,112	\$ 3,990,764	\$ 6,208,840	\$ 2,773,729
Net - Expenses over/(under) Revenues	\$ 211,432	\$ 23,712	\$ 5,251,562	\$ (7,570,228)
<u>Water Fund:</u>				
Grant and Other Revenues	\$ -	\$ (236,126)	\$ (118,266)	\$ (18,570)
Total Expenses	\$ -	\$ 216,030	\$ 99,275	\$ 18,816
Net - Expenses over/(under) Revenues	\$ -	\$ (20,096)	\$ (18,991)	\$ 246
<u>RTA Fund:</u>				
Grant and Other Revenues	\$ (847,418)	\$ (1,745,368)	\$ (1,786,515)	\$ (1,271,563)
Total Expenses	\$ 2,561,491	\$ 3,120,281	\$ 3,060,251	\$ 2,333,127
Net - Expenses over/(under) Revenues	\$ 1,714,073	\$ 1,374,913	\$ 1,273,736	\$ 1,061,564