

- 1 - Agenda, July 19, 2022 BOCC reg meeting
- 2 - Scheduling Calendar - July 19 to Aug 23, 2022
- 3 - Minutes, May 3, 2022 Regular Meeting
- 4 - consent 1 - CO Dept of Aeronautics Grant App\_Resolution
- 4 - consent 2 - FAA Bipartisan Infrastructure Law Grant Agreement
- 4 - consent 3 - CFGV GCSAPP Choice Pass Parent Ed Grant
- 4 - consent 4 - Reg 10 Area Agency on Aging ADRC\_Medicare Counseling Services contract
- 4 - consent 5 - Ack of CM Signature, Timber Line Agreemt for Professional Svcs
- 4 - consent 6 - Ratif of CM and Finance sigs, USFW Grant Application\_for Cheatgrass Project
- 5 - Treasurers Reports
- 6c - June 2022 Cash Transfer Report
- 6d - Sales Tax - LMD Reports
- 7 - Boundary Line Adjustment - Elk Horn Ranch
- 8 - Amendmt to Consulting\_Litigation Support Agreement\_Cochran Fish and Wildlife
- 9a - Opioid IGA\_GC and Town of CB
- 9b - Opioid IGA\_GC and City of Gunnison
- 10 - MOU, for Gunnison Sage-grouse RMP Amendment\_Environ Impact Statement
- 11 - VA Clinics in CO, Letter of GC Support

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

**DATE:** Tuesday, July 19, 2022

**Page 1 of 2**

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

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

- 8:30 am
- Call to Order; Agenda Review
  - Scheduling
  - Minutes
    1. May 3, 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. Colorado Department of Aeronautics Grant Application and Resolution; Gunnison-Crested Butte Regional Airport; for state funding to supply a 5% match for two (2) FAA grants – AIP 61 Entitlements and the BIL/AIG grant; \$112,414
    2. Federal Aviation Administration (FAA) Bipartisan Infrastructure Law (BIL) Grant Agreement; for the Terminal Rehabilitation Construction Project, Phase 5; effective the date of last signatory, for 4 years; \$1,023,462
    3. Community Foundation of the Gunnison Valley, 2022 Community Grant Contract; Gunnison County Substance Abuse Prevention Project; for Choice Pass Parent Education; July 1, 2022 - May 31, 2022; \$1,800
    4. Region 10 Area Agency on Aging; Gunnison County Health and Human Services; for Senior Resources; July 1, 2022 – June 30, 2023; \$50,000 for ADRC Options Counseling/Information and Assistance, plus \$8,000 for Medicare Counseling Services
    5. Acknowledgment of County Manager's Signature; Agreement for Professional Services; Timber Line Electric and Control Corp; for a SCADA system security upgrade; Eff. Date 7/11/2022; \$18,242
    6. Ratification of County Manager and Finance Signatures; US Fish and Wildlife Service Grant Application for Federal Assistance; for Gunnison Basin Cheatgrass Implementation Project 2022; \$294,189
  - County Manager's Reports
  - Deputy County Manager's Reports and Project Updates
- 8:55 am
- Treasurer's Reports
  - Vouchers and Transfers:
    1. July 2022 Accounts Payable Report
    2. April 2022 Purchase Card Report
    3. June 2022 Cash Transfer Report
    4. Sales Tax - LMD Reports
- 9:00 am
- Boundary Line Adjustment; Section 7, Township 11 South, Range 88 West of the 6th PM; Elk Horn Ranch, LLC and Susan and Jerry Anderson; LUC-22-00011
- 9:05 am
- Amendment to Consulting and Litigation Support Agreement; Cochran Fish and Wildlife Consulting LLC

*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, July 19, 2022

**Page 2 of 2**

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

- 9:10 am
  - Opioid Settlement Intergovernmental Agreement; Establishing the manner in which funds from settlements between the State of Colorado and opioid manufacturers shall be divided and distributed locally;
    - 1. between Gunnison County and the Town of Crested Butte
    - 2. between Gunnison County and the City of Gunnison
- 9:15 am
  - Memorandum of Understanding; US Department of the Interior, Colorado Bureau of Land Management, and Gunnison County; for Development of the Gunnison Sage-grouse Resource Management Plan Amendment and Environmental Impact Statement
- 9:20 am
  - Veterans Administration Clinics in Colorado; Letter adding Gunnison County Support
- 9:25 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=MjNDbTZHTFNRVdDemZjdC91aVBlZz09>

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

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

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

# Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

July 19, 2022 – August 23, 2022  
(as of 7/15/2022)

## Board of County Commissioners

1. [BOCC Regular Meeting](#)

July 19, 2022, All Day @ BOCC Boardroom  
[More Details](#)

2. [BOCC Work Session](#)

July 26, 2022, All Day @ BOCC Boardroom  
[More Details](#)

3. [BOCC Regular Meeting](#)

August 2, 2022, All Day  
[More Details](#)

4. [Mayors & Managers Meeting - Hosted by Library District](#)

August 4, 2022, 12:00 PM - 1:30 PM  
[More Details](#)

5. [BOCC Work Session](#)

August 9, 2022, All Day @ BOCC Boardroom  
[More Details](#)

6. [BOCC Regular Meeting](#)

August 16, 2022, All Day @ BOCC Boardroom  
[More Details](#)

7. [BOCC Work Session](#)

August 23, 2022, All Day @ BOCC Boardroom  
[More Details](#)

## Gunnison-Hinsdale Board of Human Services

1. [Gunnison-Hinsdale Board of Human Services Meeting](#)

August 16, 2022, All Day @ BOCC Board Room  
[More Details](#)

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

---

**Agenda Item:** Minutes: May 3, 2022 Regular Meeting

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

For your review, a draft of the BOCC regular meeting minutes for May 3, 2022.

**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: GUNCOUNTY1\mhoyt

Discharge Date: 7/15/2022

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 7/15/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 7/19/2022

---

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING MINUTES  
May 3, 2022**

The May 3, 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  
Melanie Bollig, Deputy County Clerk  
Others Present as Listed in Text

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

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

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

**SCHEDULING:** There were no changes needed to the schedule. Chairperson Houck reminded the other Commissioners that they had the Mayors & Managers meeting later in the week; both Chairperson Houck and Commissioner Smith confirmed that they should be able to attend.

**MINUTES APPROVAL:** With no changes needed, it was **moved** by Commissioner Mason, seconded by Commissioner Smith, to approve the April 5, 2022 Regular Meeting minutes. Motion carried unanimously.

1. April 5, 2022 Regular Meeting

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

1. Colorado Department of Human Services Contract; Gunnison County Sheriff's Office; for Jail-based Behavioral Health Services; 7/1/2022 – 6/30/2023; Cost reimbursement up to \$155,200
2. Administrative Planning Grant Application, Department of Local Affairs (DOLA); Community Development; to support development of the North Gunnison area plan; \$25,000
3. Letter of Engagement Agreement; Berg Hill Greenleaf Ruscitti, Attorney Josh Marks; Gunnison County Attorney's Office; to represent Gunnison County in District Court Case No 2021CV30017
4. BridgeCare Master Subscription and Services Agreement; Software application for monitoring and reporting available childcare slots, as part of Colorado Department of Human Service's contract for Early Childhood Council; Effective date 4/1/2022
5. Grant Application to Colorado Department of Transportation's Multimodal Transportation and Mitigation Options Fund (MMOF); to support the Crested Butte to Crested Butte-South Multimodal Trail Planning Project; \$125,000
6. Extension of Commercial Lease Agreement; Gunnison-Crested Butte Regional Airport; Michael Barnes and Chris Osmundson dba Drug Test West, Inc; Lease extension request of one year, to 3/31/2023; \$4,200 annual rent, plus CPI or 3%
7. Extension of Commercial Lease Agreement; Gunnison-Crested Butte Regional Airport; Tom Keating dba Keating Wood Floors Inc; Lease extension request of one year, to 3/31/2023; \$9,300 annual rent, plus CPI or 3%
8. Extension of Commercial Lease Agreement; Gunnison-Crested Butte Regional Airport; Tom Anderson dba Beleza Inc; Lease extension request of one year, to 3/31/2023; \$7,200 annual rent, plus CPI or 3%
9. Reassignment of Ground Lease Agreement; Aldo Waters, Leisure Time Properties Inc (Seller) and Michael Hicks, Reactive Holdings Inc (Buyer); under 20-year Ground Lease Agreement with Gunnison County, dated 7/10/2006
10. Contract for legal services with Sherman & Howard LLC; related to potential equipment lease-purchase agreement

**COUNTY MANAGER'S REPORT AND PROJECT UPDATES:** County Manager Matthew Birnie was present for discussion and questions from the Board.

1. **Gunnison Valley Health (GVH); Real Estate Transactions.** CM Birnie reminded the Board that they had directed him at an earlier regular meeting's executive session, to pursue real estate transactions on behalf of the Board for Gunnison County. He then explained that Vice-President of Administrative Services at Gunnison Valley Health (GVH), Wade Baker, had since approached him to request a way to streamline for GVH the procurement of real estate on behalf of their employees. CM Birnie suggested a resolution which could give GVH VP Wade Baker the authority to negotiate and execute contracts and agreements to purchase County real property for the use of GVH.

After a brief discussion, it was **moved** by Chairperson Houck, seconded by Commissioner Smith, to extend the authority that the Board of County Commissioners had granted to the County Manager to begin negotiations and sign related documents on real estate transactions, to also include properties for Gunnison Valley Health, and to further instruct the County Attorney to develop a resolution which would package all that authority together, for a future agenda. Also, the authority

granted would be immediate and effective from this date, and the resolution would be a mechanism to clarify that authority in a document. Motion carried unanimously. Chairperson Houck then gave direction to put the resolution on the next consent agenda for the Board's approval.

2. Three finalists for the Assistant County Manager for Public Works position. CM Birnie reminded the Board of the invitation to come meet the candidates at a reception being held next Thursday, May 5<sup>th</sup>, in the afternoon.
3. Chief Financial Officer, Juan Guerra, will be leaving. CM Birnie informed the board that Juan had taken a job in Texas and would be moving back in order to be nearer his children's mother.

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

**1. Intergovernmental Agreement (IGA) Regarding Undesirable Plant Management 2022.**

DCM Crosby informed the Board that this IGA would be coming back to them once she had obtained several signatures, but she had wanted to have it reviewed and approved by the County Attorney's Office, with approval from the Board, before she sent it out to be signed by multiple agencies. She noted that page 3 listed amounts which may need to be changed, due to budget. There was a brief discussion regarding ex officio representation and representatives needed from both Saguache and Hinsdale counties, wherein Chairperson Houck volunteered to reach out to both these counties to see if they would each be able to provide representation.

**Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the IGA and authorize the Chair's signature. Motion carried unanimously.

**RESOLUTION; FURTHER EXTENDING RESOLUTION NO. 2021-12 AND AUTHORIZING ATV, OHV AND UTV USE ON A CERTAIN PORTION OF COUNTY ROAD #3 UNTIL \_\_\_\_\_, 2023:**

Deputy County Manager Marlene Crosby and Public Works Operation Manager Sparky Casebolt were present for discussion and questions from the Board.

DCM Crosby began by requesting that Commissioner Mason start with a brief update, as he had been present at the latest meetings while she was on vacation. Commissioner Mason then updated the Board, and recommended that the date be extended to the end of the year, as he did not feel that all the decisions and data vetting by the Lead King Loop stakeholder group would be completed before this year's season started. He also felt that whenever the resolution did expire, they needed to give the public adequate time to be informed of this.

Commissioner Mason noted that he and Public Works Operations Manager Sparky Casebolt, along with 40 others, had attended the last listening session in person at Marble; he invited the Board to attend another virtual listening session to be held that day on Zoom, from 4:30 to 6:30 pm.

Commissioner Mason then outlined plans for the 2022 season in Marble, including: a) more specific data collection for law enforcement; b) road counters to be set up; c) extra signage added for clarity to visitors. Continued parking issues were also discussed, with emphasis put on local enforcement's help with parking regulations. Commissioner Mason also highlighted that Moab, Utah has incorporated noise ordinances, and enforcement officers there were being equipped with decibel meters. He further noted that dust and speed are brought down when the noise is decreased.

The Board agreed that they did not wish to continue approving an extension of the resolution's sunset date without seeing progress made in addressing these issues. Commissioner Smith added that ending the resolution here would be very disruptive. After a brief discussion, the Board agreed that it would be best to push the resolution's sunset date to end at the first meeting in 2023, which would be January 3, 2023.

Commissioner Mason then **moved** to approve 2022-20, A Resolution Further Extending Resolution No. 2021-12 and Authorizing ATV, OHV and UTV Use on a Certain Portion of County Road #3 Until January 3, 2023. Seconded by Commissioner Smith. Motion carried unanimously.

Chairperson Houck then concluded by stating he hoped they would be able to get this situation to a place that was manageable for the majority of people involved. He thanked Western Colorado University for their involvement with data collection and the Center for Public Lands for archiving all the meeting minutes.

**COMMUNITY DEVELOPMENT; REVISIONS TO 2022 FEE SCHEDULE FOR LAND USE CHANGE, BUILDING, AND ONSITE WASTEWATER TREATMENT SYSTEM PERMITS:**

Assistant County Manager for Community and Economic Development Cathie Pagano was present for discussion and to answer any questions from the Board.

**1. Resolution; Adopting an Amended Schedule of Fees for the Community Development Department Permit Applications**

Chairperson Houck began by stating that someone had contacted him the day before this meeting, asking for more time to talk about this. Chairperson Houck pointed out that outreach had happened for some time and the Board has had minimal correspondence during a long period of discussions and public meetings and outreach to inform about these changes. He reiterated that the proposed fees would cover the cost of a deliverable service to an applicant in a timely manner, and that the costs have not substantially increased since 2012. He also noted that, presently, the County has actually been subsidizing this permitting activity with general fund monies.

ACM Cathie Pagano then presented the Board with the draft resolution, along with Exhibits A and B, schedules for Land Use fees and Onsite Wastewater Treatment System fees. She highlighted that the building fees are built into the resolution itself and therefore did not require a separate fee schedule. ACM

Pagano reported that a total of three people had contacted her directly with issues. The Board discussed some of the process difficulties and ways to possibly become more efficient for applicants. Chairperson Houck highlighted the fact that costs have gone up and numbers were shown that illustrated the gap between costs of permitting versus fees currently being charged; this gap was causing a large deficit to the County. ACM Pagano also mentioned that her office was working on identifying efficiencies to cut down the process time, but also noted that staff is needed. Staff levels were below what they were in 2002. Commissioner Smith pointed out that the added staff and technology would add to the timeliness and contribute to better services for our community.

County Manager Birnie pointed out that adjusted fees would also help to ensure a quality build. CA Hoyt wished to point out for the record that the law does not require exacting precision for a county to charge a fee for services; it requires that the fee must be reasonably related to the overall cost of service. His analysis was that ACM Pagano and her team came up with analytical data that clearly supports the increase in fees and may, indeed, may actually still understate the actual costs. He stressed that this setting of fees more than satisfactorily met the legal requirements.

**Moved** by Commissioner Mason to approve the revisions for the 2022 Fee Schedule for Land Use Change, Building, and Onsite Wastewater Treatment System Permits – Resolution 2022-21, A Resolution Adopting an Amended Schedule of Fees for the Community Development Department Permit Applications. Commissioner Smith seconded the motion. Chairperson Houck affirmed that the Board supported this change, and thanked Cathie for her and her staff’s hard work. Motion carried unanimously.

**AMENDED LOT DESIGNATION; BOUNDARY LINE ADJUSTMENT PLAT; LOT 9; WHETSTONE INDUSTRIAL PARK; LUC-22-00006:** Assistant County Manager for Community and Economic Development Cathie Pagano was present for discussion and to answer any questions from the Board. Attorney Jacob With, representative for the applicants, was also present remotely via Zoom.

Chairperson Houck highlighted that this was discussed at the Board’s last regular meeting. He further noted that this was a change in the designation only; the boundary line change was already recorded two weeks ago. Attorney With confirmed that the plat had already been signed, and that they only needed to record the designation for this lot and the lot that was swapped, and then added there would be just one more revised lot designation to come.

With no questions from the Board, it was **moved** by Commissioner Smith to approve the Amended Lot Designation and Boundary Line Adjustment Plat for Lot 9 in Whetstone Industrial Park, and to authorize the Chair’s signature. Commissioner Mason seconded. Motion carried unanimously.

**ELCHO PLACE TOWNHOME PLAT; LOT 9, BLOCK 4; CRESTED BUTTE SOUTH – SECOND FILING; LUC-22-00008:** Assistant County Manager for Community and Economic Development Cathie Pagano was present for discussion and to answer any questions from the Board. Attorney Jacob With, representative for the applicants, was also present remotely via Zoom.

ACM Pagano began by asking Attorney Jacob With to fill in the details for the plat. Attny With then explained it was a fairly simple townhome plat in CB South, all approved by CB South. This subdivision would create the townhomes as legal units that could then be sold.

With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to approve the Elcho Place Townhome Plat, Lot 9, Block 4 in Crested Butte South-Second Filing, LUC-22-00008, and to authorize the Chair’s signature. Motion carried unanimously.

**882 CASCADILLA TOWNHOME PLAT; LOT 17, BLOCK 21; CRESTED BUTTE SOUTH – THIRD FILING; LUC-22-00009:** Assistant County Manager for Community and Economic Development Cathie Pagano was present for discussion and to answer any questions from the Board. Attorney Aaron Step, representative for the applicants, was also present remotely via Zoom.

ACM Pagano briefly explained that this was a duplex townhome plat that was approved previously. The lots had been clustered and it had taken some time to find that documentation. This was now located and ready to be approved, similar to the townhome plat just approved.

With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to approve the Townhome Plat for 882 Cascadilla, Lot 17, Block 21 of CB South-Third Filing, LUC-22-00009, and to authorize the Chair’s signature. Motion carried unanimously.

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

**COMMISSIONER ITEMS:**

**Commissioner Mason**

1. Spent quite a bit of time at the ATV, OHV, UTV workshops put together with the Forest Service and Town of Marble. Commissioner Mason reported that there had been a lot of responses to the online questionnaire developed by the grad students from Western Colorado University. Other communities with similar problems, wildlife studies, disproportional usage by ATVs, wildfire danger in the backcountry, and possible signage additions were issues presented for consideration. Commissioner Mason reminded the Board and those present that there would be a listening session that afternoon, from 4:30 to 6:30 pm.
2. Attended the Reg 10 meeting. Commissioner Mason informed the Board that the Reg 10 office is growing, having received funding from the Cares Act. They have also opened up a small business

counseling office in Gunnison on Main Street, and are remodeling the building to provide more office space.

3. Attended an Air Command Meeting yesterday. Commissioner Mason highlighted that the group was looking at a proposal from a smaller airline service providing full business class with three 50-lb bags allowed, and passengers could even put a mountain bike on the plane. This service would be out of the Dallas Love Field airport. One issue would be the cost disparity of jet fuel in Gunnison, as a smaller airline might not have the ability to tanker in their own fuel as the larger airlines do. He also reported that the FAA has signed off on an added runway approach from runway 6; this will add to the airport's ability to land planes and not have to divert.

#### **Commissioner Smith**

1. Attended a meeting yesterday for local coordination of early childhood education organizations across the valley. Commissioner Smith reported that work was underway to address the challenges of universal prepay coming in the Fall of 2023.
2. Put name in to participate on the Western Division Welfare Allocation Committee. Commissioner Smith let the Board know that there had been an opening on this committee, and since this was an area of particular interest for her, she had applied. She further noted that she did expect to be appointed.
3. Able to participate in the follow-up for the State of the Community Report last Thursday. Commissioner Smith reported that over 30 community members met at the ICELab to work with a facilitator on processing the results of the report, and then deciding where they should go from there. She noted that there was a lot of momentum to emphasize cross-collaboration between organizations.
4. Attended a Noxious Weed Advisory Committee meeting in Boulder last week. Commissioner Smith reported that highlights for her were site visits to oak grass infestations on the Front Range, and studying how the agricultural community there was working to mitigate these areas by using cattle to strategically target the infestation. They had also seen places near the Marshall area where fires were lessened or stopped with use of this method. This had led Commissioner Smith to reference a meeting she had attended with the local ag community regarding virtual fencing, where she had noted that they can now use a sophisticated, phased method to move the cattle across targeted areas. She suggested that there needed to be more conversations around how to create a productive collaboration for mitigation of fire and noxious weeds and grasses.
5. Stayed up late yesterday giving testimony on HB 22-1287, Protection for Mobile Home Park Residents. Commissioner Smith stated that the bill did pass through the senate committee last night, though this would be too late, unfortunately, to help the residents of Country Meadows with their monthly rent increase, as the rent stabilization piece was omitted from that legislation. She felt that the best options for mobile home park residents would be having the option to purchase their park and own their own lots; adding that the state needed to maintain this critical source of affordable housing for the workforce across the state.

CA Attorney Matt Hoyt updated the Board by letting them know that the County Attorney's Office had received word from the Department of Local Affairs (DOLA) that they would be continuing to prosecute their notice of violation against the prior owners of Country Meadows, for multiple alleged violations in the Mobile Home Park Act. There would be an administrative hearing before the agency sometime in the near future. He added that was some hope the violation would be upheld and that some relief would be afforded to the residents, at least in the form of correction of dangerous conditions on the property that led to the notice, and possibly some penalties against the prior owners.

6. Southwest Colorado Opioid Regional Council (SWCORG). Commissioner Smith explained that she was currently talking with the Attorney General's office, asking to tweak the State's two-year plan templates by amending the way in which they identified how much would go to the different service areas. She noted that SWCORG would be meeting again that Thursday, May 5<sup>th</sup>, and would be getting ready to prioritize some of the region's resources. Commissioner Smith added that she would also be joining a call with colleagues from neighboring regions later that afternoon, to get a better sense of how other regions are implementing and reducing redundancy, and to open the doors for collaboration with these regions in order to gain the largest possible impact with their funding.

#### **Commissioner Houck**

1. Legislative news. Chairperson Houck explained that he had been watching all the bills coming through, as the legislative session was scheduled to end on May 11<sup>th</sup>. On Monday, May 2<sup>nd</sup>, at the federal level, Chairperson Houck held a press conference with Senators Bennett and Hickenlooper, Congressman Joe Neguse, and a couple of other county commissioners. The CORE act would be having a hearing that Tuesday, May 3<sup>rd</sup>, in the Senate Natural Resources Committee; half of the CORE act was located in northern Gunnison County. Most importantly, what was included in the bill language was the inclusion of the acreage in Crested Butte around Mt. Emmons that will help further move and facilitate the permanent withdrawal reflective of the MOU entered into in 2021, between Mt. Emmons Mining Company and the Town of Crested Butte.
2. Working with the County Coalition regarding Gunnison Sage-grouse. Chairperson Houck reported he would be meeting soon with representatives of the Coalition in Delores and Montezuma counties,

and western Montrose and San Miguel counties. He noted that he was looking forward to getting back to work with all the Sage-grouse counties.

3. Attended a meeting with the Gunnison Public Lands Initiative. Chairperson Houck noted that Saguache County is very interested in including some of the area around Sawtooth that is in Saguache County. At the meeting were also livestock producers and wildlife advocates.
4. Attended the Western Interstate Region meeting for National Association of Counties (NACo) Public Lands yesterday, May 2<sup>nd</sup>. Chairperson Houck indicated that much of the discussion was centered around this year's upcoming fire season.
5. Fire Management meeting. Chairperson Houck reminded everyone there that this annual meeting would be the next Tuesday, May 10<sup>th</sup>, in the afternoon at 1:00 pm.
6. Colorado Outdoor Industry Leadership Summit (COILS). Chairperson Houck informed everyone present that this summit, sponsored by Colorado Parks & Wildlife, would be taking place in Crested Butte on May 19<sup>th</sup> and 20<sup>th</sup>. He added that he and ACM Cathie Pagano would be presenting at the summit, and the Sustainable Tourism and Outdoor Recreation (STOR) Committee would be highlighted as well.
7. US Forest Service announced their new District Ranger, Dayle Funka. Chairperson Houck stated that he would be reaching out to her, and requested that CM Birnie set up a possible work session opportunity, as well.
8. Hartman Rocks cleanup held last Saturday, April 29<sup>th</sup>. Chairperson Houck gave an update on the event, reporting that entrances are now cleaned up, and that restoration and trail work was also done. DCM Marlene Crosby noted that the first cleanups required two to three dump trucks to haul out dumped appliances, trees and other trash; now, it was down to a trailer-full of windblown trash. Commissioner Mason observed that providing a good entrance gives people an idea of what was expected of them and how to treat the area.

**RECESS:** Chairperson Houck recessed the regular meeting at 10:32 am, in order to go into an executive session.

**EXECUTIVE SESSION PURSUANT TO COLO. REV. STAT. § 24-6-402(4)(B): CONFERENCE WITH THE COUNTY ATTORNEY, DEPUTY COUNTY ATTORNEY OR ASSISTANT COUNTY ATTORNEY TO RECEIVE LEGAL ADVICE IN RELATION TO LAKE IRWIN COALITION, INC. V. SMITH, 1:19-CV-01056 (D. COLO.):** Chairperson Houck **moved** to go into Executive Session pursuant to Colorado Revised Statute § 24-6-402 (4)(b), conference with the County Attorney, Deputy County Attorney or Assistant County Attorney, to receive legal advice in relation to Lake Irwin Coalition, Inc. v. Smith litigation. The participants in the Executive Session would be Commissioner Houck, Commissioner Mason, Commissioner Smith, County Manager Matthew Birnie, Deputy County Manager Marlene Crosby, Deputy County Attorney Alex San Filippo-Rosser, and County Attorney Matthew Hoyt. Because any discussion in the executive session would be protected by attorney-client privilege, 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 10:33 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)(b) .*

Attorney Statement Regarding Executive Session

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

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

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

Chairperson Statement Regarding Executive Session

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

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

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

At 11:26 am, it was **moved** by Chairperson Houck to come out of executive session, affirming that the

participants in the executive session remained consistent with those read into the record, and that they did stay on topic, receiving advice from the attorney. Commissioner Mason seconded the motion. Motion carried unanimously.

Chairperson Houck then let everyone in the room and remotely via Zoom know that the Board wanted to see the County Attorney’s Office continue their engagement in this case, and the direction would be consistent with prior direction they have received from the Board of County Commissioners.

**RECESS:** Chairperson Houck recessed the regular meeting at 11:27 am, in order to go into a second executive session.

**EXECUTIVE SESSION PURSUANT TO COLO. REV. STAT. § 24-6-402(4)(B): CONFERENCE WITH THE COUNTY ATTORNEY OR DEPUTY COUNTY ATTORNEY TO RECEIVE LEGAL ADVICE IN RELATION TO SUBMISSION OF BALLOT ISSUES TO VOTERS IN GUNNISON COUNTY RELATED TO TAXATION AND REVENUES UNDER COLORADO LAW, INCLUDING BUT NOT LIMITED TO TABOR:** Chairperson Houck **moved** to enter into Executive Session, pursuant to Colorado Revised Statute § 24-6-402(4)(b), conference with the County Attorney or Deputy County Attorney to receive legal advice in relation to submission of ballot issues to voters in Gunnison County related to taxation and revenues under Colorado Law, including but not limited to TABOR. The participants in the Executive Session would be Commissioner Houck, Commissioner Mason, Commissioner Smith, County Manager Matthew Birnie, Deputy County Manager Marlene Crosby, Deputy County Attorney Alex San Filippo-Rosser, and County Attorney Matthew Hoyt. Because any discussion in the executive session would be protected by attorney-client privilege, 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 11:29 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)(b) .*

Attorney Statement Regarding Executive Session

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

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

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

Chairperson Statement Regarding Executive Session

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

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

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

At 1:03 pm, it was **moved** by Chairperson Houck to come out of executive session, affirming that the participants in the executive session remained consistent with those read into the record, and that they did stay on topic, and we will have a public discussion after this vote hopefully passes. Commissioner Smith seconded the motion. Motion carried unanimously.

Chairperson Houck then gave direction to the County Attorney’s Office to continue working on developing necessary provisions for ballot questions and language, in the timeframe needed to place them on the ballot for the Fall. Also, to continue working with other staff in other departments on these issues, as they may be multi-disciplinary.

**ADJOURN:** **Moved** by Chairperson Houck, seconded by Commissioner Smith, to adjourn the Gunnison County Board of County Commissioners Regular Meeting. Motion carried. The meeting was adjourned at 1:04 pm.

Jonathan Houck, Chairperson

Roland Mason, Vice-Chairperson

Liz Smith, Commissioner

Minutes Prepared By:

Melanie Bollig, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

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

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO  
RESOLUTION NO: 2022-20**

A RESOLUTION FURTHER EXTENDING RESOLUTION NO. 21-12 AND AUTHORIZING ATV, OHV AND UTV USE ON A CERTAIN PORTION OF COUNTY ROAD #3 UNTIL JANUARY 3, 2023

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 provided that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the bottom of that area known as "Daniel's Hill", otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 18, 2021, the Board adopted Resolution No. 21-12, providing that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the municipal limits of the Town of Marble at Beaver Lake to the bottom of that area known as "Daniel's Hill", otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, by its express terms, Resolution No. 21-12 was set to expire on December 31, 2021; and

WHEREAS, on January 4, 2022, the Board adopted Resolution No. 22-1, which further extended Resolution No. 21-12 until May 3, 2022; 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, at least during the term of this and previous Resolutions enacted by the Board; 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 January 3, 2023, at which point both that Resolution and this one shall expire and no longer remain in effect, unless extended by further Resolution of this Board; and

2. Subject to Paragraph 1 above, the use of ATVs, OHVs and UTVs is and continues to be authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315 until midnight Mountain Time January 3, 2023.

INTRODUCED by Commissioner Mason, seconded by Commissioner Smith, and adopted this 3rd day of May, 2022.

BOARD OF COUNTY COMMISSIONERS  
GUNNISON COUNTY

Houck – yes, Mason – yes, Smith – yes

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO  
RESOLUTION NO: 2022-21**

**A RESOLUTION ADOPTING AN AMENDED SCHEDULE OF FEES FOR THE  
COMMUNITY DEVELOPMENT DEPARTMENT PERMIT APPLICATIONS**

WHEREAS, pursuant to the Gunnison County Land Use Resolution, the International Building Code, and the Gunnison County Onsite Wastewater Treatment System Regulations, the Board of County Commissioners is authorized to set and amend the Community Development Department's permit application fees in order to compensate the County for the cost of review and processing of permit applications;

WHEREAS, Community Development staff has provided the Board of County Commissioners a cost and revenue analysis in a report dated March 7, 2022 titled "Community Development Fees." The report includes analysis of the fees for land use change permits, building permits, and onsite wastewater treatment system permits;

WHEREAS; Section 3-109: C. Application and Review Fees of the Gunnison County Land Use Resolution states: "In order to compensate the County for the cost of reviewing and processing applications for land use change permits, each applicant shall pay the fees, as shown in a schedule of fees charged for permits issued by the Community Development Department, adopted and amended from time to time by the Board. The fee schedule is designed to make the amount of the fee proportional to the amount of expense likely to be incurred by the County in reviewing and processing the application[;]" and

WHEREAS, the Gunnison County Board of Commissioners in Resolution No. 17-23 recorded in the office of the Gunnison County Clerk and Recorder did adopt the 2015 editions of the "International Building Code," the "International Residential Code," the "International Mechanical Code," the "International Fuel Gas Code," and the "International Energy Conservation Code," with amendments including adoption of Section R108.3 Building Permit Valuations in the "International Residential Code" which enables the adoption of a regional permit fee multiplier based on local cost of construction.

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

1. The Community Development Department amended Fee Schedule for specific land use change permit applications is hereby adopted and attached as Exhibit A hereto.
2. The Community Development Department amended Fee Schedule for onsite wastewater treatment systems regulations is hereby adopted and attached as Exhibit B hereto.
3. All Community Development Department fees shall be reviewed at the end of every three years by Community Development Department staff to ensure that the costs of development are adequately compensated by the Fee Schedule.
4. A regional cost multiplier as allowed and described by the adopted International Residential Code is adopted. The regional cost multiplier for Gunnison County is 2.8.
5. The regional cost multiplier for building permit fees shall be reviewed at the end of every three years to ensure that it is accurate and reflects current construction market conditions and development review costs.
6. The Community Development Department Fee Schedules for Land Use Change permit applications and onsite wastewater treatment permit applications shall be adjusted annually, based upon the for Denver-Aurora-Lakewood Consumer Price Index (CPI) as published by the U.S. Bureau of Labor Statistics or the cost of living allowance (COLA) increase administered by Gunnison County for staff compensation. The fees shall be modified by either CPI or COLA, whichever is greater.

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

INTRODUCED by Commissioner Mason, seconded by Commissioner Smith, and adopted this 3rd day of May, 2022.

BOARD OF COUNTY COMMISSIONERS  
GUNNISON COUNTY

Houck – yes, Mason – yes, Smith – yes

**EXHIBIT A**

<b>GUNNISON COUNTY LAND USE CHANGE FEE SCHEDULE/ PERMIT FEES</b> Adopted by the Gunnison County Board of Commissioners January 24, 2000, amended May 3, 2022 and adjusted annually per BOCC Resolution 2022-21	
TYPE OF LAND USE	FEE
Website: <a href="https://www.gunnisoncounty.org/144/Community-and-Economic-Development">https://www.gunnisoncounty.org/144/Community-and-Economic-Development</a> Email: <a href="mailto:planning@gunnisoncounty.org">planning@gunnisoncounty.org</a>	
*Not all permit applications are required to be reviewed by all agencies; unique circumstances of a parcel or of a proposed land use change or activity may require additional expert review; charges are imposed only when those reviews are required.	
<b>ADMINISTRATIVE REVIEW</b>	<ul style="list-style-type: none"> <li>• \$1,018</li> <li>• Publication Fees for public notices (if required)</li> </ul>
<b>MINOR IMPACT:</b> Any or all of the following, as applicable: <ul style="list-style-type: none"> <li>• Public Works review:*</li> <li>• Environmental Health Office review:*</li> <li>• Colorado Geologic Survey Review:*</li> <li>• Consulting engineer's review:*</li> </ul>	<ul style="list-style-type: none"> <li>• \$2,700</li> <li>• \$679</li> <li>• \$110</li> <li>• Base fees + per hour fee as necessary, assessed by that agency</li> <li>• Base fees + per hour fee as necessary;</li> <li>• Publication Fees for public notices</li> </ul>
<ul style="list-style-type: none"> <li>• Minor subdivision:</li> </ul>	<ul style="list-style-type: none"> <li>• \$65/lot upon permit approval</li> <li>• Actual costs of plat recording</li> </ul>
<ul style="list-style-type: none"> <li>• Minor commercial or industrial space</li> </ul>	<ul style="list-style-type: none"> <li>• \$120/1,000 square feet of building; \$305/acre when no structure is involved</li> </ul>
<ul style="list-style-type: none"> <li>• Minor mining operation:</li> </ul>	<ul style="list-style-type: none"> <li>• \$305/affected acre + \$305/1,000 square feet of building space</li> </ul>
<ul style="list-style-type: none"> <li>• Road design to serve exempt subdivisions</li> </ul>	<ul style="list-style-type: none"> <li>• \$65/per dwelling unit to be served by the proposed road (If more than one dwelling unit is allowed by covenant or other similar means, total fee is based upon total #of dwelling units); additional fees may also be required for additional review by the Public Works Department</li> </ul>

• Development Improvement Agreement*	• \$500
<b>MAJOR IMPACT:</b>	
<b>SKETCH PLAN:</b> Payment is to be made at time of submittal: <ul style="list-style-type: none"> <li>Major Impact Subdivision:</li> <li>Major Impact Commercial or Industrial space:</li> <li>Major Mining operation:                         <ul style="list-style-type: none"> <li>Public Works review:*</li> <li>Environmental Health Office review:*</li> <li>Colorado Geologic Survey Review:*</li> <li>Consulting engineer's review:*</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>\$4,000</li> <li>+ Publication Fees for public hearing(s) notice(s), and:</li> <li>\$65/lot</li> <li>\$120/1,000 square feet of building space; \$305/acre when no structure is involved</li> <li>\$305/surface-disturbed acres + \$305/1,000 square feet of building space</li> <li>\$882</li> <li>\$110</li> <li>Base fees + per hour fee as necessary, assessed by that agency + per hour</li> <li>Base fees + per hour fee as necessary, assessed by</li> </ul>
<b>PRELIMINARY PLAN:</b> Payment to be made at time of submittal: <ul style="list-style-type: none"> <li>Major Impact Subdivision:</li> <li>Major Impact Commercial or Industrial space:</li> <li>Major Mining operation:</li> </ul> Additional fees, as required for specific plans: <ul style="list-style-type: none"> <li>Public Works review:*</li> <li>Environmental Health Office review:*</li> <li>Colorado Geologic Survey Review:*</li> <li>Consulting engineer's review:*</li> </ul>	<ul style="list-style-type: none"> <li>\$5,400</li> <li>+ Publication Fees for public hearing(s) notice(s) and:</li> <li>\$120/lot</li> <li>\$245/1,000 square feet of building space; \$400/acre when no structure is involved</li> <li>\$420/surface-disturbed + \$305/1,000 square feet of building space</li> <li>\$1,696</li> <li>\$305</li> <li>Base fees + per hour fee as necessary, assessed by that agency</li> <li>Base fees + per hour fee as necessary</li> </ul>
<b>FINAL PLANS:</b> Payment to be made at time of submittal: <ul style="list-style-type: none"> <li>Final plan that requires a Development Improvement agreement</li> <li>Final plan that does not require a Development Improvement Agreement</li> <li>If subdivision, plat recording</li> </ul>	<ul style="list-style-type: none"> <li>\$850</li> <li>\$500</li> <li>\$480</li> <li>Actual costs of plat recording</li> </ul>
<b>Final plat, condominiums and townhomes:</b>	• \$120 + costs of plat recording (no additional application submittal fee)
<b>Minor amendments to previously approved Sketch or Preliminary plans</b> , including time extensions. If found to be a significant amendment, the fee will be applied toward the applicable new Sketch or Preliminary Plan fee.	• \$500
<b>Appeal of Staff Decision to Planning Commission:</b>	• \$500
<b>OTHER RELATED GENERAL LAND USE FEES</b>	
<b>Lot Cluster Agreement</b>	\$1,018 + costs of recording of agreement
<b>Long Term Camping Permit</b>	\$300
<b>Outdoor Vending Permit</b>	\$300
<b>Street name change:</b>	\$120 + actual costs of public hearing notice and replat recording
<b>Special Events Permit:</b>	\$200
<b>Sign Permit</b>	\$500
<b>Sign Waiver Application</b>	\$1,018

UPDATED- May 2022

**EXHIBIT B**

<b>Gunnison County Onsite Wastewater Treatment System Regulations                      Fee Schedule                      Adopted by the Gunnison County Board of Commissioner on May 3, 2022 at                      Resolution No. 2022-21 and adjusted annually per that Resolution.</b>			
	<b>NEW SYSTEM</b>	<b>REPAIR</b>	<b>ALTERATION OR EXPANSION</b>
<b>THREE OR LESS BEDROOMS:</b>			
Single family residential	\$986, includes two inspections. Additional inspections \$210 each.	\$609, includes two inspections. Additional inspections \$210 each. \$345, tank repair/replacement only, includes one inspection.	\$763, includes two inspections. Additional inspections \$210 each.
<b>FOUR OR MORE BEDROOMS:</b>			
1. Single family residential 2. Multiple family residential	\$986, includes two inspections. Additional inspections \$210 each. \$986 per dwelling unit, includes two inspections. Additional inspections \$210 each.	\$609, includes two inspections. Additional inspections \$210 each.	\$763, includes two inspections. Additional inspections \$210 each.
<b>COMMERCIAL:</b>			
	\$1,085, includes two inspection. Additional Inspection \$210 each.	\$609, includes two inspections. Additional inspections \$210 each.	\$609, includes two inspections. Additional inspections \$210 each.
<b>OTHER:</b>			
Site inspection for Land Use Change Permit application review	\$235 per inspection, includes inspection and report.	N/A	N/A
Variance request and appeal of denial through Environmental Health Board review	\$1,447 per variance and appeal application	N/A	N/A
Review of Application for Transfer of Title Acceptance Document	\$60, if application is incomplete, fee will be charged again upon resubmission	N/A	N/A

<b>Other Related Fees</b>	
System Cleaner <i>New</i> license fee	\$60
System Cleaner Annual <i>Renewal</i> license fee	\$40
System Installer <i>New</i> license fee	\$100
System Installer Annual <i>Renewal</i> license fee	\$40
State Surcharge Fee At Issuance of Permit	\$20
Renewable Permit Fee	\$50

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

**Agenda Item:** Colorado Department of Aeronautics Grant Applicati

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

**Parties to the Agreement:** Gunnison County and CDOT Aeronautics Division

**Term Begins:** \_\_\_\_\_ **Term Ends:** \_\_\_\_\_ **Grant Contract #:** 22-GUC-01

**Summary:**

Grant application for state funding to supply a 5% match for two(2) FAA grants: AIP 61 Entitlements and the BIL/AIG grant.

**Fiscal Impact:** 90% FAA; 5% CDOT; 5% Local

**Submitted by:** Stephanie Petsch **Submitter's Email Address:** spetsch@gunnisoncounty.org

**Finance Review:**  Required  Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 7/11/2022

**County Attorney Review:**  Required  Not Required

Comments:  
Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/11/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/11/2022

Consent Agenda  Regular Agenda  Worksession

Time Allotted: \_\_\_\_\_

Agenda Date: 7/19/2022



# Colorado Division of Aeronautics Discretionary Aviation Grant Resolution

## RESOLUTION

### WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as **Exhibit B** for the project detailed in the Discretionary Aviation Grant Application ("Application") attached hereto as **Exhibit A** and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions attached hereto as **Exhibit C**.

### NOW, THEREFORE, BE IT RESOLVED THAT:

The **Gunnison County**, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **Gunnison County** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Resolution, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Assurances.

### FURTHER BE IT RESOLVED:

That the **Gunnison County** hereby designates **Richard Lampert** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application, including execution of any amendments.

### FURTHER:

The **Gunnison County** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the applicant as shown on the Application.

### FINALLY:

The **Gunnison County** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves this Grant Resolution, including all terms and conditions contained therein.

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

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

Print Name and Title: \_\_\_\_\_

### ATTEST (if needed)

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

Print Name and Title: \_\_\_\_\_

## EXHIBIT A



# Colorado Division of Aeronautics Discretionary Aviation Grant Application

### APPLICANT INFORMATION

<b>APPLICANT SPONSOR:</b> Gunnison County	<b>AIRPORT:</b> Gunnison-Crested Butte Regional Airport	<b>IDENTIFIER:</b> GUC
<b>PROJECT DIRECTOR:</b> Richard Lamport		
<b>MAILING ADDRESS:</b> 519 Rio Grande Ave Gunnison, CO 81230	<b>EMAIL ADDRESS:</b>	rlamport@gunnisoncounty.org
	<b>PHONE NUMBER:</b>	(970) 642-7388

### GRANT NAME AND TERMS

<b>22-GUC-01</b>	<b>TERMS</b>	
	Execution Date:	Expiration Date: June 30, 2025

### FUNDING SUMMARY

Funding Source	Funding Amount
State Aviation Grant:	\$112,414.00
Local Cash:	\$112,416.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$2,023,462.00
<b>Total Project Funding:</b>	<b>\$2,248,292.00</b>

### PROJECT SCHEDULE & BUDGET

ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
<b>A.</b> Participate in Federally Funded Terminal Rehabilitation and Expansion	\$55,555.00	Up to 5.00%	\$55,557.00	5.00%	\$1,000,000.00	90.00%	\$1,111,112.00
<b>B.</b> Participate in Federally Funded Terminal Rehabilitation and Expansion - BIL	\$56,859.00	Up to 5.00%	\$56,859.00	5.00%	\$1,023,462.00	90.00%	\$1,137,180.00
<b>TOTALS</b>	<b>\$112,414.00</b>		<b>\$112,416.00</b>		<b>\$2,023,462.00</b>		<b>\$2,248,292.00</b>

## EXHIBIT B, GRANT ASSURANCES

### Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Approved by CAB January 22, 2018

#### I. APPLICABILITY

- a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.
- b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

#### II. DURATION

- a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

#### III. COMPLIANCE

- a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.
- b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

#### IV. AIRPORT SPONSOR GRANT ASSURANCES

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
2. **On-Airport Hazard Removal and Mitigation.** The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.
4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

- a. Operating the airport's aeronautical facilities whenever required;
  - b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.
5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.
6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.
7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

**TABLE 1**

<b>Project Type</b>	<b>Useful Life</b>
<b>a.</b> All construction projects (unless listed separately below)	20 years
<b>b.</b> All equipment and vehicles	10 years
<b>c.</b> Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
<b>d.</b> Asphalt seal coat, slurry seal, and joint sealing	3 years
<b>e.</b> Concrete joint replacement	7 years
<b>f.</b> Airfield lighting and signage	10 years
<b>g.</b> Navigational Aids	15 years
<b>h.</b> Buildings	40 years
<b>i.</b> Land	Unlimited

# STATE CONTROLLER

## State of Colorado Small Dollar Grant Award Terms and Conditions

1. **Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
2. **Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: (1) the Small dollar Grant Award document; (2) these terms and conditions (including, if applicable, Addendum 1 below); and (3) any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.
3. **Changes.** Once accepted in accordance with §1, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
4. **Definitions.** The following terms shall be construed and interpreted as follows: (a) "Award" means an award by a Recipient to a Subrecipient; (b) "Budget" means the budget for the Work described in this Agreement; (c) "Business Day" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); (d) "UCC" means the Uniform Commercial Code in CRS Title 4; (e) "Effective Date" means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; (f) "Federal Award" means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; (g) "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient; (h) "Grant Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; (i) "Matching Funds" mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; (j) "Recipient" means the State agency identified on the face of the Small Dollar Grant Award; (k) "Subcontractor" means third parties, if any, engaged by Grantee to aid in performance of the Work; (l) "Subrecipient" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; (m) "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and (n) "Work" means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.
5. **Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
6. **Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
7. **Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed

Effective Date: 7/1/2019

## STATE CONTROLLER

on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

**8. Reporting.** If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

**9. Conflicts of Interest.** Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

**10. Taxes.** The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

**11. Payment.** Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Agreement.

**12. Term.** The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

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

**14. Matching Funds.** Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

**15. Reimbursement of Grantee Costs.** If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

**16. Close-Out.** Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined

Effective Date: 7/1/2019

## STATE CONTROLLER

in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

**17. Assignment.** Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

**18. Subcontracts.** Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

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

**20. Survival of Certain Agreement Terms.** Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

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

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

**23. Indemnification. [Not Applicable to Inter-governmental agreements]** Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

**24. Notice.** All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

**25. Insurance.** Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

**26. Termination Prior to Grantee Acceptance.** If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

**27. Termination for Cause.** If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement with such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.

**28. Termination in Public Interest.** The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed

Effective Date: 7/1/2019

# STATE CONTROLLER

and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

**29. Termination for Funds Availability.** The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

**30. Grantee's Termination Under Federal Requirements.** If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

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

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

**33. Compliance with Law.** Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**34. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental agreements]** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

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

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

**37. Public Contracts with Natural Persons.** Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 *et seq.*, and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

Effective Date: 7/1/2019

# STATE CONTROLLER

## ADDENDUM 1:

### Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

**A. Definitions.** The following terms shall be construed and interpreted as follows: **(a) "CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; **(b) "Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; **(c) "PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; **(d) "PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; **(e) "PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; **(f) "State Confidential Information"** means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act; **(g) "State Fiscal Rules"** means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); **(h) "State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; **(i) "State Records"** means any and all State data, information, and records, regardless of physical form; **(j) "Tax Information"** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k) "Work Product"** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

**B. Intellectual Property.** Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to **(a)** its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and **(b)** all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement **(a)** entered into as exhibits or attachments to this Agreement, **(b)** obtained by the State from the applicable third party Grantee, or **(c)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(a)** requires the State or the State to indemnify Grantee or any other party, **(b)** is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or **(c)** is contrary to this Agreement.

**C. Information Confidentiality.** Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange

Effective Date: 7/1/2019

# STATE CONTROLLER

Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

**D. Other Entity Access and Nondisclosure Agreements.** Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

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

**F. Incident Notice and Remediation.** If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

**G. Data Protection and Handling.** Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

**H. Compliance.** If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

**I. Safeguarding PII.** If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.*

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

**K. Information Technology.** To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at [www.oit.state.co.us/about/policies](http://www.oit.state.co.us/about/policies). Grantee shall not allow remote access to State Records from outside the United States, including access by

## STATE CONTROLLER

Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

Effective Date: 7/1/2019

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

**Agenda Item:** Federal Aviation Administration (FAA) Bipartisan I

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

**Parties to the Agreement:** Gunnison County and the Federal Aviation Administration

**Term Begins:** \_\_\_\_\_ **Term Ends:** \_\_\_\_\_ **Grant Contract #:** 3-08-0030-062-2022

**Summary:**

BIL Grant Offer to provide federal funding up to \$1,023,462 to rehabilitate the commercial terminal building.

**Fiscal Impact:** 90% FAA; 5% CDOT; 5% Local

**Submitted by:** Stephanie Petsch **Submitter's Email Address:** spetsch@gunnisoncounty.org

**Finance Review:**  Required  Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 7/13/2022

**County Attorney Review:**  Required  Not Required

Comments:  
Appears legally sufficient. ASFR. 7.14.22

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 7/14/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/15/2022

Consent Agenda  Regular Agenda  Worksession

Time Allotted: \_\_\_\_\_

Agenda Date: 7/19/2022



July 12, 2022

Mr. Johnathon Houck, Chair  
Board of County Commissioners  
200 E. Virginia  
Gunnison, Colorado 81230

Dear Commissioner Houck:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-08-0030-062-2020 at Gunnison-Crested Butte Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.*** To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 15, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

***Payment.*** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

***Project Timing.*** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws

on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Ronald Niehoff is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Ron Niehoff at (303) 342-1255.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Marc Miller  
Acting Manager, Denver Airports District Office



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**AIRPORT INFRASTRUCTURE GRANT**

**GRANT AGREEMENT  
Part I - Offer**

---

Federal Award Offer Date	July 12, 2022
Airport/Planning Area	Gunnison-Crested Butte Regional Airport
Airport Infrastructure Grant Number	3-08-0030-062-2022 [Contract No. DOT-FA22NM-1064]
Unique Entity Identifier	NSN9FAGKEDJ9

---

TO: County of Gunnison, Colorado  
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated April 5, 2022, for a grant of Federal funds for a project at or associated with the Gunnison-Crested Butte Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Gunnison-Crested Butte Regional Airport (herein called the "Project") consisting of the following:

**Rehabilitate Terminal Building (Phase 5)**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out H.R. 3684, the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

**CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,023,462.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0.00 for planning

\$1,023,462 airport development or noise program implementation; and,

\$0.00 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1) Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), and the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 15, 2022**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if

required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

**12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

**13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

**14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

**15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

**16. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

**17. Build America, Buy American.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

**18. Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**19. Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

**20. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
  1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
  2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
  3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
  1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
  2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
  1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

**23. BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

**24. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated January 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

**25. Employee Protection from Reprisal.**

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
  - i. Gross mismanagement of a Federal grant;
  - ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered — The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
  - v. A court or grand jury;
  - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

## SPECIAL CONDITIONS

- 26. Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
- 27. Airports Geographic Information System (AGIS) Requirements.** AGIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.
- 28. Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
- 29. Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
- 30. Building BIL Proration.** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the Rehabilitate Terminal Building included in the project must not exceed 85.7 percent of the actual cost of the entire building.
- 31. Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
\_\_\_\_\_  
(Signature)

Marc Miller  
\_\_\_\_\_  
(Typed Name)

Acting Manager, Denver ADO  
\_\_\_\_\_  
(Title of FAA Official)

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated \_\_\_\_\_

**COUNTY OF GUNNISON, COLORADO**

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:** \_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:** \_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

\_\_\_\_\_

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

**By:** \_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## **ASSURANCES**

### **AIRPORT SPONSORS**

#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### **B. Duration and Applicability.**

**1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

**2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

**3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

#### 1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

#### FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.<sup>2</sup>

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

**EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

**FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

**FOOTNOTES TO ASSURANCE (C)(1)**

---

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

---

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

#### **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

## **9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

## **10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

## **11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

## **12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

## **13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

## **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

## **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. **Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The County of Gunnison, Colorado, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”

- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Infrastructure Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIG projects as of April 5, 2022.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

### **37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

### **38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

### **39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

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

**Agenda Item:** Community Foundation of the Gunnison Valley, 2022

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

**Parties to the Agreement:** Community Foundation of the Gunnison Valley

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Grant for Choice Pass from the community foundation.

**Fiscal Impact:** 1800

**Submitted by:** Emily Mirza

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 7/13/2022

**County Attorney Review:**

Required

Not Required

Comments:

Although CAO would prefer more County standard legal terms, given the amount at issue and the unlikely bargaining power, probably legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/12/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/15/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 7/19/2022



July 1, 2022

Emily Mirza, GCSAPP Program Manager  
Gunnison County Juvenile Services  
200 E Virginia Ave  
Gunnison, CO 81230

**RE: 2022 CFGV Community Grants Award of \$1,800.00**

Dear Emily,

I am very pleased to tell you that a grant for Choice Pass Parent Education has been approved by the Community Foundation of the Gunnison Valley Board of Directors as outlined in your 2022 Community Grants application. In order to receive your grant check, you will need to return a signed original of the enclosed Grant Contract to our office. Please keep the other copy for your files.

An awards celebration and "nonprofit fair" is planned for Wednesday, July 13, at 3:30 pm at the Center for the Arts in Crested Butte. Members of our Board, other grant recipients, donors and other community members will be there to celebrate with you! We hope you plan to join us.

Please note that the grant funds must be used in accordance with the stated purpose in the Grant Contract. No substantial changes in the budget, purpose or grant period may be made without prior written approval from the Foundation. Any funds not used for the purposes described in your Grant Contract must revert to the Foundation after 10 months unless special arrangements are made in writing with the Foundation.

A condition of this grant is that you agree to submit a financial and narrative report in the SMaply portal by 11:59 pm on April 30, 2023. While a separate bank account for the grant is not required, it is necessary that expenditures of the grant funds be tracked and recorded to provide sufficient documentation that the funds were spent as presented in your application. The financial and narrative reports must be submitted before another Community Grant request can be considered. A late report will be reflected in a lowering of your review score in any application submitted for the 2023 Community Grants cycle.

Any publicity given to this grant or the work it supports should acknowledge that funding was received from the Community Foundation of the Gunnison Valley. The Foundation may include information about this grant in periodic public reports, press releases, social media postings and on the Foundation's website. This includes the purpose of the grant, photographs you provide, your logo and other information about your organization and its activities.

Please attach copies of any pertinent publicity when you send us your report. We also request photographs of sufficient quality for reproduction in our publications (high resolution of at least 1 MB); please send appropriate photos via email to [scott@cfgv.org](mailto:scott@cfgv.org) at any time during the grant year.

Enough of the nitty gritty details...congratulations! The Community Foundation is thrilled to partner with you this year.

Thanks for all you do!

  
Lauren Kugler  
Executive Director

Enclosure

Post Office Box 7057 · Gunnison, CO 81230 · [www.cfgv.org](http://www.cfgv.org)

GUNNISON: 970/641-8837 CRESTED BUTTE: 970/349-5966 FAX: 970/641-0443

**COMMUNITY FOUNDATION OF THE GUNNISON VALLEY**  
**2022 Community Grants**  
**GRANT CONTRACT**

ORGANIZATION: **Gunnison County Department of Juvenile Services**

AMOUNT AND DURATION: **\$1,800.00 over a 10-month period beginning July 1, 2022**

PURPOSE: **Gunnison County Substance Abuse Prevention Project – Choice Pass Parent Education**

1. Use of Grant Funds Grant funds may be **used only for the purpose(s) referenced above**. In compliance with Executive Order 13224 of the United States' Patriot Act, this grant will not be used to support named terrorist organizations or those who may be otherwise associated with terrorists. The Community Foundation of the Gunnison Valley acknowledges that "support" does not include non-violent activities intended to protect or promote constitutional rights. If monies are not expended by the Grantee for the purpose and in the time period named above, the Foundation may ask for their return.
2. Payment of Grant Funds The grant funds will be paid by the Foundation in one installment at or following the Grant Celebration on July 13, 2022. The payment of funds is contingent on receipt of this executed contract.
3. Certification and Maintenance of Exempt Organization Status You certify that you have been determined by the Internal Revenue Service to be a tax-exempt organization under Section 501(c)(3) of the Code, and "not a private foundation," within the meaning of Code Section 509(a), or in the absence of such a determination, that you are a state or any political subdivision thereof within the meaning of Code Section 170(c)(1), or a state college or university within the meaning of Code Section 511(a)(2)(B) (referred to hereafter as a "Public Charity"), or have a fiscal sponsor, such as the County of Gunnison or Gunnison Watershed School District. You will immediately inform the Foundation of any change in or challenge to your status as a Public Charity and any change in key leadership responsible for achieving the grant's purpose.
4. Report You will submit a full and complete report to the Foundation on the use of the grant funds, compliance with the terms of the grant and the progress made toward achieving the goals of the grant by 11:59 p.m., April 30, 2023, using the SMAApply online platform. You also agree to supply the Foundation with photos suitable for use in publications and on the Foundation's website and certify you have permission from any individuals in said photo to use it for publication.
5. Records You will maintain your books and records in such a manner that the expenditures of the grant funds will be shown separately in an easily-checked format and you give the Foundation reasonable access to files and records as it deems necessary concerning the grant. You agree to maintain such files and records for a period of at least four years after completion or termination of the project.
6. Acknowledgment of Support All websites, program materials, manuscripts, papers, releases, exhibits or interviews prepared for scientific meetings, the public or private press, magazines, periodicals, radio, television or other means of communication dealing with the activities or achievement of the work of the grant shall acknowledge the Foundation's support. The Foundation may review and approve the content of any proposed publicity prior to release.
7. Future Funding You acknowledge that the Foundation and its representatives have made no actual or implied promise of funding except for the amounts specified by this agreement. If any of the grant funds are returned or if the grant is rescinded, you acknowledge that the Foundation will have no further obligation to you in connection with this grant as a result of such return or rescission. However, the foregoing is not intended to prohibit the Foundation from providing you an additional grant at the termination of the grant described in this agreement upon the submission of a new proposal, if the Foundation in its sole discretion determines that an additional grant is appropriate. Please note that CFGV may require groups that have received funds for three consecutive years to sit out one funding year.
8. Modification This agreement and the accompanying letter set forth all terms of the grant and replace all prior understandings and agreements. Any modification or amendment will be made only in writing signed by an authorized officer of your organization and of the Foundation.
9. Applicable Law This agreement will be construed in accordance with the laws of the State of Colorado.

  
\_\_\_\_\_  
Lauren Kugler, Executive Director, CFGV  
Grantor

7/6/22  
Date

\_\_\_\_\_  
Legal or Authorized Official Title  
Grantee

\_\_\_\_\_  
Date

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

**Agenda Item:** Region 10 Area Agency on Aging; Gunnison County He

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

**Parties to the Agreement:** Region 10

**Term Begins:** 07/01/2022

**Term Ends:**

**Grant Contract #:**

**Summary:**

Senior Resources

**Fiscal Impact:** 58000

**Submitted by:** Elizabeth Holena

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

**Finance Review:**

Required

Not Required

Comments:

Annual renewal.

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 7/13/2022

**County Attorney Review:**

Required

Not Required

Comments:

The contract is light on terms, particularly terms we'd normally prefer in County agreements, but probably minimally legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/14/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/15/2022

Consent Agenda     Regular Agenda     Worksession

Time Allotted:

Agenda Date: 7/19/2022



June 30, 2022

Region 10 Area Agency on Aging Contractor

RE: FY 22-23 Contracts

Your contract is attached, please sign, or have the authorized person sign as soon as possible and return to me at your earliest convenience. You can access your contract in OAA-SYYS for reimbursements for July 2022 by July 20th.

Please call if you have questions. Our State Unit on Aging audit will take place the week of August 15<sup>th</sup>, so expect to hear from me in the coming weeks to begin collecting what we need for that. It will be an in-person audit this year and Karen is looking forward to meeting several of you.

I appreciate all your hard work and the commitment you and your teams have for those you serve.

Sincerely,

A handwritten signature in blue ink that reads 'Eva Veitch'.

Eva Veitch Region 10 Area Agency on Aging



This contract is entered into and by Region 10 Area Agency on Aging (R10AAA) and Gunnison County Department of Health and Human Services in accordance with the purposes stated herein, it is hereby agreed as follows:

**Scope of Services**

The contractor shall carry out, in a satisfactory manner, as determined by R10AAA, all work elements described in the contractor's proposal submitted for funding. The OOA-SYS Contract Summary for FY 2023 details this contract. The contractor will administer services funded under this contract in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised Statutes; 12 CCR 2510-1, Older Americans Act (OAA) Programs (Rule manual volume 10); Colorado Department of Human Services, Division of Aging and Adult Services, and the State Unit on Aging (SUA) Policy and Procedures Manual as from time to time may be amended.

**TERM**

1. Under this agreement, the contractor shall begin the work July 1, 2022, and shall continue through June 30, 2023. Contract amendments may extend this agreement through June 2024.
2. Agreement:

The parties involved in this agreement are Region 10 AAA-Administrator and Gunnison County Department of Health and Human Services  
Reimbursement

The total program contract amount will be \$50,000.00 for the provision of ADRC Options Counseling/Information & Assistance for Gunnison County. \$8,000.00 will be provided for the provision of Medicare Counseling Services under the Region 10 SHIP program.  
Requirements

Contractor agrees to post the Region 10 logo on their website and in a visible location at each office location in recognition of the funding support provided.

**Region 10 AAA Representative**

E. Wallerich Date 6/30/2022

**Contractor Representative**

\_\_\_\_\_ Date \_\_\_\_\_

Region 10  
League for Economic Assistance and Planning, Inc.  
145 South Cascade Avenue  
Montrose, CO 81401  
970-249-2436 Main  
970-249-2488 Fax  
www.region10.net

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

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

**Action Requested:** County Manager Signature

**Parties to the Agreement:** Gunnison County and Timber Line Electric

**Term Begins:** July 8, 2022

**Term Ends:**

**Grant Contract #:**

**Summary:**

This agreement is for a security upgrade to our SCADA system which allows us to run the plant automatically.

**Fiscal Impact:** \$18,242.00

**Submitted by:** Marlene D. Crosby

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 7/11/2022

**County Attorney Review:**

Required

Not Required

Comments:

Although if there is room to negotiate there are provisions CAO would prefer (e.g., we normally recommend against a choice of forum provision outside of our county), this agreement appears to substantially address any material legal concern. MRH

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/11/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/11/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 7/19/2022

10. Acknowledgment of County Manager's Signature; Certified Local Government (CLG) Subgrant Application; Gunnison County Historic Preservation Commission; Somerset Survey; \$22,000
11. Intergovernmental Agreement to Disburse US Department of Health and Human Services Health Resources and Services Administration (HRSA) Grant Monies to Increase COVID-19 Vaccine Access; 2/1/2022 – 7/30/22; \$35,000
12. Gunnison County Assessor Request for Use of the Alternate Protest Period for 2022
13. Master Services Agreement; PayDHealth, LLC; Effective Date thru 3 years thereafter; One-time Charge of \$15,000, Case Management Fee of 30% of Alternate Funding Contribution (AFC), \$125,000 Max. Fee Charged per Prescription Drug Claim per Plan Participant per Year
14. Ratification of County Manager's Signature; Hospital Services Agreement; Gunnison Valley Hospital; For Healthcare Services to Health Plan Benefits Plan Members; 1/1/2022 – 12/31/2022
15. Letter of Support Request; Western Colorado University; For Economic Development Administration (EDA) Grant Application

**COUNTY MANAGER'S REPORT AND PROJECT UPDATES:** County Manager Matthew Birnie was present to give the Board his updates.

1. **Broadband Project Grant Match.** CM Birnie reminded the Board that last year, they had approved a grant match of \$100,000 for a broadband project which would run redundant fiber from Gunnison to Mt. Crested Butte. This grant had not been successful, so Region 10 was now trying for a federal grant through the Economic Development Administration (EDA) and they were requesting a grant match of \$100,000, with the application due at the end of January. They were also asking for a letter of support.

After some discussion by the Board regarding funds available and the scope of the project, it was **moved** by Commissioner Smith, seconded by Chairperson Houck, to commit \$100,000 towards the new Broadband Project grant match, and to authorize Commissioner Mason to draft a letter of support for the application, on behalf of the Board, to be presented to the full Board for approval before submission. Motion carried unanimously.

**DEPUTY COUNTY MANAGER'S REPORT AND PROJECT UPDATES:** Deputy County Manager Marlene Crosby and Water Treatment Utility Manager Robyn Zimmerman were present in the room for discussion.

1. **Dos Rios Water System: SCADA Computer Security Upgrade.** DCM Crosby explained that this expenditure was a necessary security upgrade and backup for their computer system and software. Utility Manager Zimmerman outlined some of the features of the backup and security improvements, with DMC Crosby adding that it would also allow them to run the water plant remotely. She added that there may well be end-of-year monies for this project and they may not need to do a budget amendment. After a brief discussion, County Attorney Matt Hoyt also recommended a revamped purchase order and contract, but noted that it was well within the delegated authority of the County Manager to sign, and no motion would be needed. The Board approved the project to move forward.

**CHANGE TO AGENDA:** As they were ahead of time for the 9:00 am public hearing, Chairperson Houck elected to move to the the agenda item, "Appointment to Rural Welcoming Initiative Committee."

**APPOINTMENT TO RURAL WELCOMING INITIATIVE COMMITTEE:** Commissioner Smith explained that Welcoming America is an organization concerned with location equity and inclusion for local government and communities across the nation. Recently they had selected the City of Gunnison as one of only eleven locations from across the country, to be part of their grant pilot program. Commissioner Smith was excited to see what opportunities were possible for the valley, and let the Board know that the City was putting together a four-person council to interface with Welcoming America, and they had asked Commissioner Smith to be one of the four. She requested approval from the Board for this, and advised that this would mainly be in an advisory capacity only; she did not foresee a voting membership.

Chairperson Houck **moved** to formally appoint Commissioner Liz Smith to the Rural Welcoming Initiative Committee, as the formal representative for Gunnison County. Commissioner Mason seconded, and the motion carried unanimously.

**CHANGE TO AGENDA:** As they were still slightly ahead of time for the 9:00 am public hearing, Chairperson Houck elected to begin some of the commissioner updates.

#### **COMMISSIONER ITEMS:**

##### **Commissioner Mason**

1. **Attended a Gunnison Valley Rural Housing Authority (GVRHA) meeting last Thursday, January 13th.** Commissioner Mason explained that the group had focused on working out an update of the executive director evaluation process. They had also discussed a board member retreat to work on strategic planning and goals for community-wide development, communication and messaging, and possible expansion/improvement of the property management experience. Commissioner Mason also noted that the Homestead project on Mt. Crested Butte had hit a standstill, with little communication between the Town and the developer. Commissioner Mason had offered aid on behalf of GVRHA, to help Mt. Crested Butte accomplish completion of this important housing project. He let the Board know that he would keep them updated on any new developments.

---

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 11<sup>th</sup> day of July, 2022 (the "Effective Date"), by and between **Gunnison County**, a municipal County with an address of 200 East Virginia, Gunnison, CO 81230 and **Timber Line Electric and Control Corp.**, an independent contractor with a principal place of business at **17591 Highway 8 (PO Box 793), Morrison, CO 80465** (Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the County requires professional services; and

WHEREAS, Contractor has held itself out to the County as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **I. SCOPE OF SERVICES**

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference and known as: **SCADA SYSTEM SERVICE AND SUPPORT Agreement, 2022**.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the County is authorized to modify any term of this Agreement, either directly or implied by a course of action.

### **II. TERM AND TERMINATION**

A. This Agreement shall commence on the Effective Date, and shall continue until terminated as provided herein. Four (4) yearly renewals may be added to this agreement by adding an agreement-extension signature page.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The County shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the County shall have any remedy or right of set-off available at law and equity.

### **III. COMPENSATION**

In consideration for the completion of the Scope of Services by Contractor, the County shall pay Contractor based on pre-quoted work, or on a time and materials basis for work authorized and directed by the County. The amount shall include all fees, costs and expenses incurred by Contractor, including reasonable and customary profit margins. Contractor may submit periodic invoices, which shall be paid by the County within 30 days of receipt.

---

#### **IV. PROFESSIONAL RESPONSIBILITY**

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The County's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the County has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

#### **V. OWNERSHIP**

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the County. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the County all of its right, title, and interest in such work. The County may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

If the County reuses or makes any modification to Consultant's designs, documents or work product without the prior written authorization of Consultant, the County agrees, to the fullest extent permitted by law, to release the Consultant, its officers, directors, employees and sub-consultants from all claims and causes of action arising from such uses, and shall indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from the County's modification or reuse of the documents.

The County expressly acknowledges and agrees that the documents and data to be provided by Consultant under the Agreement may contain certain design details, features and concepts from the Consultant's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Consultant. Nothing herein shall be construed as a limitation on the Consultant's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

#### **VI. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a County employee for any purposes.

---

## **VII. INSURANCE**

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the County.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the County and the County's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and at least \$1,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the County, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the County a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

## **VIII. INDEMNIFICATION**

A. Contractor agrees to indemnify and hold harmless the County and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

---

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the County may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## **IX. ILLEGAL ALIENS**

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the County within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the (CO) or (WY) Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

---

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

**X. MISCELLANEOUS**

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Jefferson County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the County shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The County and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the County and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the County under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the County's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the County not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

---

L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

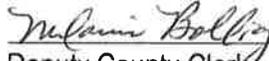
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**Gunnison County Dos Rios Water  
Dept.**



Matthew Birnie, County Manager

ATTEST:

  
Deputy County Clerk



APPROVED AS TO FORM:



Matthew Hoyt, County Attorney

**TIMBER LINE ELECTRIC AND  
CONTROL CORP.**

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

Print: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_

L. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**Gunnison County Dos Rios Water  
Dept.**

Matthew Birnie, County Manager

ATTEST:

Deputy County Clerk

APPROVED AS TO FORM:

**TIMBER LINE ELECTRIC AND  
CONTROL CORP.**

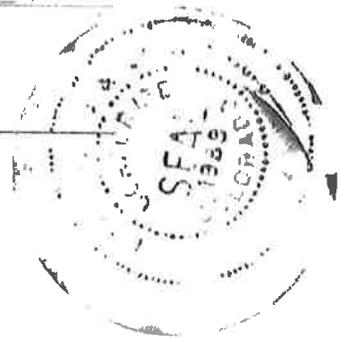
By: [Signature]

Print: Kim Evezieh

Title: Corp Sec

ATTEST:

Lori Blach



**DEPARTMENT PROGRAM AFFIDAVIT**

To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program

I, Kim Evezich, as a public contractor under contract with the Gunnison County Dos Rios Water Department (the "County"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the County within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

[Signature]  
Signature

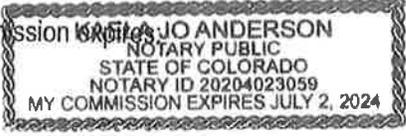
6-30-22  
Date

STATE OF xxxxxx ) Colorado

) ss.

COUNTY OF xxxxxx ) Jefferson )

The foregoing instrument was subscribed, sworn to (or affirmed) before me this 30<sup>th</sup> day of June, 2022, by Kim Evezich as Corporate Secretary of Timber Line Electric.

My commission expires   
(SEAL)

Notary Public Kerela Anderson

---

**EXHIBIT A**  
**SCOPE OF SERVICES**

County owns and operates a SCADA system with its water supply and distribution system for purposes of remote monitoring of system operations and performance. The County does not currently have expertise to perform preventative maintenance, software updates, or hardware replacement for the system. Contractor has familiarity with the County system and planned system expansions. The Contractor shall provide the following general services specific to the SCADA system:

- Contractor will be available to the County as an on-call trouble shooting and service resource. Contractor will respond to calls for service as expeditiously as possible, and shall make an effort to respond immediately in the event of an emergency involving the County's potable water distribution system.
- Contractor will work with County to develop a schedule of routine system checks. These will include, but not be limited to, checking the operation of the SCADA system as a whole, making sure software is functioning and is updated when needed, checking system hardware components, repairing or replacing defective parts, and troubleshooting system issues.
- Contractor will work with County to develop annual operations and service budgets that will be inclusive of Contractors time, software replacement or upgrade costs, and hardware repair or replacement costs. Contractor will apprise County of changing standards and practices and advise County on improvements or modifications needed to maintain a current system.
- ~~Contractor will assist County in development and implementation of cybersecurity systems and practices to protect the SCADA data and function.~~ County Provided KHE
- Contractor will review designs and submittals of SCADA components to be procured and installed as part of the water system improvements or expansion projects.
- Contractor will integrate new SCADA components that are procured and installed as part of the water system improvements or expansion projects.
- Contractor will develop designs and perform installations for new water supply or distribution improvements as directed by the County when needed. County and Contractor will work to develop those project specific scopes and contractor will then prepare an appropriate budget for the project. The County will determine if those projects will be completed under this Service and Support contract or if that work will be performed under separate contract.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2022

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

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

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Terri Hauk	
ISU Insurance Services of Colorado		<b>PHONE (A/C, No, Ext):</b> (303) 534-2133	<b>FAX (A/C, No):</b> (303) 892-5579
350 Indiana Street, Suite 750		<b>E-MAIL ADDRESS:</b> thauk@isuinsurance.com	
Golden CO 80401		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> The Cincinnati Insurance Co.	<b>NAIC #</b> 10677
		<b>INSURER B:</b> Pinnacol Assurance Co	41190
		<b>INSURER C:</b> BCS Insurance Company	38245
		<b>INSURER D:</b> The Hanover Insurance Company	22292
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b>			
Timber Line Electric and Control Corporation			
P.O. Box 793			
17591 Hwy 8			
Morrison CO 80465			

**COVERAGES**      **CERTIFICATE NUMBER:** 2021-2022 Master      **REVISION NUMBER:**

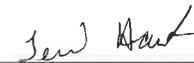
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Additional Insured <input checked="" type="checkbox"/> Blanket Waiver of Subrogation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ENP0167428	10/22/2019	10/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA0167428	10/22/2019	10/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			ENP0167428	10/22/2019	10/22/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4073774	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C/D	Cyber Liability Third Party Crime			RPS-P-0978076M/BD-H8142390	10/01/2021	10/01/2022	Cyber Policy Aggregate \$1,000,000 Deductible \$2,500 Crime Policy Aggregate \$2,000,000

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

Certificate holder is listed as an additional insured with regard to general liability (per attached form #GA233CO0511), auto liability (per attached form #AA41711105). A waiver of subrogation is afforded to the certificate holder in regard to general liability and auto liability (per attached form #GA233CO0511 & AA41720909) and work comp (per attached form #359-B). The general liability and auto liability are primary and non-contributory(per attached form #GA2330917)

**CERTIFICATE HOLDER****CANCELLATION**

Gunnison County 200 East Virginia	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b>  
Gunnison CO 81230	

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COLORADO CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage _____	2
2. Unintentional Failure to Disclose Hazards _____	8
3. Damage to Premises Rented to You _____	8
4. Supplementary Payments _____	9
5. Medical Payments _____	10
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.) _____	10
7. 180 Day Coverage for Newly Formed or Acquired Organizations _____	10
8. Waiver of Subrogation _____	10
9. Automatic Additional Insured - Specified Relationships: _____	11
• Managers or Lessors of Premises;	
• Lessor of Leased Equipment;	
• Vendors;	
• State or Political Subdivisions - Permits Relating to Premises;	
• State or Political Subdivisions - Permits; and	
• Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property _____	16
11. Property Damage to Borrowed Equipment _____	16
12. Employees as Insureds - Specified Health Care Services: _____	16
• Nurses;	
• Emergency Medical Technicians; and	
• Paramedics	
13. Broadened Notice of Occurrence _____	16

#### B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

##### 1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000  
Aggregate Limit: \$ 3,000,000  
Deductible: \$ 1,000

##### 3. Damage to Premises Rented to You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ \_\_\_\_\_

##### 4. Supplementary Payments

- Bail bonds: \$ 1,000
- Loss of earnings: \$ 350

##### 5. Medical Payments

Medical Expense Limit: \$ 10,000

b. **Care, Custody or Control Liability Coverage**

**SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.**

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. **Deductible Clause**

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in **Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (2) **Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the

deductible amount as has been paid by us.

7. **180 Day Coverage for Newly Formed or Acquired Organizations**

**SECTION II - WHO IS AN INSURED** is amended as follows:

Subparagraph a. of Paragraph 4, is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. **Waiver of Subrogation**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. **Automatic Additional Insured - Specified Relationships**

- a. The following is hereby added to **SECTION II - WHO IS AN INSURED**:

- (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:
    - 1) Currently in effect or becomes effective during the policy period; and
    - 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and
  - (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.
- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
  - 2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds, but only to the extent that the liability for "bodily injury", "property damage" or "personal and advertising injury" is caused by your negligence, acts or omissions in the maintenance, operation

or use of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- 1) The insurance afforded the vendor does not apply to:

- a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b) Any express warranty unauthorized by you;
- c) Any physical or chemical change in the product made intentionally by the vendor;
- d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - h) "Bodily injury" or "property damage" arising out of the negligence, acts or omissions of the vendor, its employees or anyone else acting on its behalf.
- 2) This insurance does not apply to any insured person or organization:
- a) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or
  - b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage
- Part with respect to such products.
- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:  
This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:
    - 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
    - 2) The construction, erection, or removal of elevators; or
    - 3) The ownership, maintenance, or use of any elevators covered by this insurance.
  - (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:
    - 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
    - 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.
  - (f) For "your work" performed in Colorado, any person or

organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only to the extent that the liability is caused by "your work" performed for that additional insured and only to the extent that such liability is caused by your acts or omissions or the acts or omissions of those acting on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

- (g) For "your work" performed in the "coverage territory" but not in Colorado, any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):

- (a) Subparagraphs (e), (f) and (g) do not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";
- (b) Subparagraphs (a), (d), (e) and (g) do not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its "employees"; or
- (c) Subparagraph (f) and (g) do not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:
  - 1) The rendering of, or failure to render, any professional services by you or on your behalf, but only with respect to either or both of the following operations:
    - a) Providing engineering, architectural or surveying services to others; and
    - b) Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.
  - 2) Subject to Paragraph 3) below, professional services include:
    - a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
    - b) Supervisory or inspection activities performed as part of any related ar-

chitectural or engineering activities.

- 3) Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

(d) Subparagraphs (f) and (g) do not apply to "bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor / project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraphs (f) and (g) above, SECTION III - LIMITS OF INSURANCE is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is hereby amended as follows:

(1) Condition 5. Other Insurance is amended to include:

(a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

(b) Any insurance provided by this endorsement shall be

primary to other insurance available to the additional insured except:

1) As otherwise provided in SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance; or

2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

(2) Condition 11. Conformance to Specific Written Contract or Agreement is hereby added:

**11. Conformance to Specific Written Contract or Agreement**

a. With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

(1) Be provided by the Insurance Services Office additional insured form number CG 32 27, CG 32 28 or CG 32 29; or

(2) Include coverage for completed operations; or

(3) Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Para-

graphs 9.a.(3)(a) or 9.b. above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached.

- b. With respect to additional insureds described in Paragraph 9.a.(2)(g) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or
- b. Include coverage for completed operations; or
- c. Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 9.a.(3)(a), 9.a.(3)(b) or 9.b. above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or

agreement specifies the Insurance Services Office additional insured form number **CG 20 10** but does not specify which edition, or specifies an edition that does not exist, Paragraphs 9.a.(3)(b) and 9.b. of this endorsement shall not apply and Paragraph 9.a.(3)(a) of this endorsement shall apply.

**10. Broadened Contractual Liability - Work Within 50' of Railroad Property**

It is hereby agreed that Paragraph f.(1) of Definition 12. "Insured contract" (SECTION V - DEFINITIONS) is deleted.

**11. Property Damage to Borrowed Equipment**

- a. The following is hereby added to Exclusion j. **Damage to Property of Paragraph 2., Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance, 11.** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED BY CONTRACT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 10/22/2019	Policy Number: <b>EBA 016 74 28</b>
Named Insured: <b>TIMBER LINE ELECTRIC CONTROL CORPORATION</b>	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured** is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF SUBROGATION - AUTO**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 10/22/2019	Policy Number: EBA 016 74 28
Named Insured:  TIMBER LINE ELECTRIC CONTROL CORPORATION	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **1. Blanket Waiver of Subrogation**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because

of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

NCCI #: WC000313B  
Policy #: 4073774

Timber Line Electric and Control Corp  
17591 Hwy 8  
PO Box 793  
Morrison, CO 80465-0793

ISU Insurance Services of Colorado  
350 Indiana Street  
Suite 750  
Golden, CO 80401  
(303) 534-2133

**ENDORSEMENT: Blanket Waiver of Subrogation**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: October 1, 2020 Expires on: October 1, 2021  
Pinnacol Assurance has issued this endorsement October 1, 2020



Timber Line Electric & Control Corporation

*Our Mission: To find opportunities to delight our peers and customers by making the complex simple.*

*P.O. Box 793  
Morrison CO 80465-0793  
303-697-0440  
Fax: 303-697-0450  
Kim@TLECC.net  
/*

Date: 6/8/22

Gunnison County Water  
RE: TLECC Quotation J6074  
REF: SCADA computer upgrade options

Dear Robyn,

We are pleased to provide these options for your review.

1. All quotations issued, and orders received by **TLECC** are subject to final acceptance by our principal.
2. Shipping dates are based on the best information obtainable from suppliers **AT THE TIME OF QUOTATION.**
3. Quote is valid for 30 days from quote date.

Again, thank you for your inquiry. If we can be of further assistance, please do not hesitate to contact our office.

Sincerely,

Kim Evezich

Item	Description	Extended Pricing
1a	Computer upgrade for SCADA system consisting of one Airtop i7 solid state computer (no moving parts), 24" monitor. Also includes Microsoft office and VMware Plus+C .	\$3,371.00
1b	Includes 20 hours of labor for loading all software, loading all service packs and checking security setting and version compatibility for each software, deploying the computer at Gunnison county, and testing system.	\$7,642.00
1c	IFix control software update plus one year of software	\$3,874.00

	support for 300 tag license and IGS drivers.	
2	SCADAPhone alarm dial-out software for 32 alarm points. Includes modem and labor to copy alarms to the new software and train operator	\$2,015.00
3	Shadow Protect software for back up of the entire computer including the "open" historian files. (1) NAS storage drive for back-up data that will provide a layer of security against malware infecting the backup data.	\$1,340.00
	<i>Computer upgrade total</i>	<b>\$18,242.00</b>
	Optional item: New 1KVA double inversion UPS for power backup and power conditioning for the SCADA computer if existing UPS is more than 10 years old. See notes below.	\$770.00 if purchased with computer

Notes:

1. If Gunnison County has more than 32 alarm points, the additional cost for the 200 point SCADAPhone license is \$1125.00
2. If an analog phone line is not available at the WTP, then we can supply a digital to analog converter at an additional cost of \$225.00.
3. If Gunnison County chooses to pay for extended support on the iFix software after the first year (1<sup>st</sup> year is included), then future iFix upgrades are free. Gunnison County did not choose this support on the last upgrade.

**Additional notes:** We are working with districts to help comply with the AWIA regulations. Several simple ways of meeting the SCADA resiliency requirements are:

- Verifying that the SCADA computer is powered by a high-quality, double-conversion UPS that will supply conditioned power as well as backup power. This style of UPS helps to prevent surge damage and will allow the computer to send alarm messages even if the power is out. A 1KVA Marathon double-inversion UPS is \$800.
- Verifying that any outward-facing communication device (such as a cell modem or town WIFI) is plugged into the same UPS or additional UPS with data cable surge protector.
- Providing ShadowProtect backup software that will provide a backup for the graphics, database AND open historian files. This backup is valuable in the event of a computer crash or ransomware attack. The NAS drive provided a layer of protection against ransom ware for the data backup.
- District can provide anti-virus software, or you can ask Timber Line to install antivirus software while we are there.

If these products are not currently deployed at the SCADA computer, Timber Line can provide a quote.



*Our Mission: To find opportunities to delight our peers and customers by making the complex simple.*

P.O. Box 793  
 Morrison CO 80465-0793  
 303-697-0440  
 Fax: 303-697-0450  
Kim@TLECC.net

**Date: 11/19/2021**  
 Gunnison County Water  
 RE: TLECC Quotation J6074  
 REF: SCADA computer upgrade options

Dear Robyn,

We are pleased to provide these options for your review.

1. All quotations issued, and orders received by **TLECC** are subject to final acceptance by our principal.
2. Shipping dates are based on the best information obtainable from suppliers **AT THE TIME OF QUOTATION.**
3. Quote is valid for 30 days from quote date.

Again, thank you for your inquiry. If we can be of further assistance, please do not hesitate to contact our office.

Sincerely,

Kim Evezich

Item	Description	Extended Pricing
1a	Computer upgrade for SCADA system consisting of one Airtop i7 solid state computer (no moving parts), 24" monitor. Also includes Microsoft office and VMware Plus+C .	\$3,371.00
1b	Includes 20 hours of labor for loading all software, loading all service packs and checking security setting and version compatibility for each software, deploying the computer at Gunnison county, and testing system.	\$6,604.00
1c	IFix control software update plus one year of software	\$3,656.00

	support for 300 tag license and IGS drivers.	
2	SCADAPhone alarm dial-out software for 32 alarm points. Includes modem and labor to copy alarms to the new software and train operator	\$1,957.00
3	Shadow Protect software for back up of the entire computer including the "open" historian files. (1) NAS storage drive for back-up data that will provide a layer of security against malware infecting the backup data.	\$1,260.00
	<b><i>Computer upgrade total</i></b>	<b><i>\$16,848.00</i></b>
	Optional item: New 1KVA double inversion UPS for power backup and power conditioning for the SCADA computer if existing UPS is more than 10 years old. See notes below.	\$750.00 if purchased with computer

**Notes:**

1. If Gunnison County has more than 32 alarm points, the additional cost for the 200 point SCADAPhone license is \$1125.00
2. If an analog phone line is not available at the WTP, then we can supply a digital to analog converter at an additional cost of \$225.00.
3. If Gunnison County chooses to pay for extended support on the iFix software after the first year (1<sup>st</sup> year is included), then future iFix upgrades are free. Gunnison County did not choose this support on the last upgrade.

**Additional notes:** We are working with districts to help comply with the AWIA regulations. Several simple ways of meeting the SCADA resiliency requirements are:

- Verifying that the SCADA computer is powered by a high-quality, double-conversion UPS that will supply conditioned power as well as backup power. This style of UPS helps to prevent surge damage and will allow the computer to send alarm messages even if the power is out. A 1KVA Marathon double-inversion UPS is \$800.
- Verifying that any outward-facing communication device (such as a cell modem or town WIFI) is plugged into the same UPS or additional UPS with data cable surge protector.
- Providing ShadowProtect backup software that will provide a backup for the graphics, database AND open historian files. This backup is valuable in the event of a computer crash or ransomware attack. The NAS drive provided a layer of protection against ransom ware for the data backup.
- District can provide anti-virus software, or you can ask Timber Line to install antivirus software while we are there.

If these products are not currently deployed at the SCADA computer, Timber Line can provide a quote.

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

---

**Agenda Item:** Ratification of County Manager and Finance Signatu

---

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This grant application is for Federal Assistance for the Gunnison Basin Cheatgrass Implementation Project 2022. It was worked through on 7/14 by Jake Gottschalk of the USFW Service GJ Field Office. CM Birnie. and Accountant Jody Wise. As both Matthew and Jody needed to sign the

**Fiscal Impact:**

**Submitted by:** Melanie Bollig

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 7/15/2022

---

**County Attorney Review:**

Required

Not Required

Comments:

While I do not spot any per se legal issues, I do recommend we get the contemplated IGA in place before we expend grant funds or contract with a coordinator contractor. MRH

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/15/2022

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbollig

Discharge Date: 7/15/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 7/19/2022

---

## **Gunnison Basin Cheatgrass and Wet Meadow Implementation Project 2022 Project Abstract**

This project will elevate the long-term efforts of the conservation community of the Gunnison Basin of Colorado to ensure that the eastern stronghold of North America's sagebrush biome is protected with strategic and collaborative conservation action. Project funding will support strategic efforts to deliver tangible outcomes of prioritized cheatgrass treatment and sagebrush restoration within the Gunnison Basin. This project seeks to significantly bolster the on-going efforts of the local conservation community by creating a mechanism to strategically treat cheatgrass while the Basin is in the early stages of invasion—thus ensuring greater likelihood of successful eradication. The project is highly collaborative, engaging federal, state, county, academic, and non-profit partners to take deliberate action to protect, maintain, and restore Gunnison Basin's sagebrush habitat through a two-pronged approach of wet meadow restoration and treatment of cheatgrass. Collectively, these partner-driven efforts will protect, enhance, and restore critical habitat for sagebrush-obligate wildlife while supporting compatible land use like livestock grazing, recreation, and ecotourism.

We will use high resolution, remotely sensed imagery to map the occurrence of cheatgrass within the Basin, as well as to inform locations for long-term wet meadow projects and gain crucial visual data on sagebrush, perennial grass bare ground, and conifer cover at high spatial resolution. Funding will expedite on-the-ground projects on private and tribal lands over the next three years. Post-treatment monitoring over three years will allow in-depth analysis of project and reproducibility in other locations. Project outcomes will engage Western Colorado University graduate students and support their research and efforts to further streamline and upscale wet meadow restoration. Further, funding will be dedicated to the outreach and volunteer efforts that Gunnison Basin proudly and successfully conducts to engage the community in both the wet meadow and cheatgrass projects with non-profit partners through low-tech structure construction and cheatgrass pulling.

***The funding of this project is a pivotal moment for conservation in the Gunnison Basin and will allow USFWS to fully engage with the community as a partner. Beyond the direct impact and crucial acreage of these restoration efforts, this project symbolizes USFWS' commitment to supporting and uplifting our federal, tribal, state, county, non-profit, and academic partners in groundbreaking ways to support their decades of efforts to protect this essential sagebrush habitat.***

## Project Narrative

**Project title:** Gunnison Basin Cheatgrass and Wet Meadow Implementation Project 2022 (Cheatgrass Portion)

### Description of entity(ies) undertaking the project:

- 1. Bird Conservancy of the Rockies (BCR) Chris Latimer, Research Director:** development of cheatgrass removal prioritization map as well as liaison Open Range Consulting and project partners **Lauren Connell, Stewardship Director:** supervision and oversight of Marcella Tarantino, BCR Senior Wildlife Biologist in Gunnison **Marcella Tarantino, BCR-NRCS, Senior Private Lands Wildlife Biologist:** provide technical assistance to all partners re: cheatgrass control efforts.
- 2. USFS: Darren Long Gunnison Wildlife Biologist and Matt Vasquez, GMUG Wildlife and Fish Program Manager:** conduct ground-truthing of mapping effort within the Red Creek area of Gunnison. Provide cheatgrass technical assistance to coordinate cross-boundary treatments on private near FS land.
- 3. BLM: Kathy Brodhead, Gunnison Field Office Wildlife Biologist and Brian Stevens, Gunnison Field Office Fuels Specialist:** Coordinate private lands projects with on-going federal projects. Assist in imagery collection for mapping by identifying phenology times within the basin.
- 4. USFWS: PFW program: Brandon Miller, Partners for Fish and Wildlife Biologist:** Provide technical assistance to the cheatgrass coordinator to improve private lands treatment, restoration, and monitoring efforts.
- 5. Gunnison Conservation District: Aleshia Rummel, District Technician:** Provide technical assistance by engaging Gunnison County in technical decision making for cheatgrass treatment efforts on private lands.
- 6. Jessica Young, Western Colorado University, Professor:** Coordinate multiple faculty and students for these efforts. Assist with research, education, and field work.
- 7. Pat Magee, Sisk-a-dee (Non-profit), Board of Directors:** Implement cheatgrass eradication efforts using a diverse toolkit of education, coordination, and local leadership.
- 8. Colorado Parks and Wildlife: Kathy Griffin, Sage-grouse Coordinator and Nathan Seward, Conservation Biologist:** Leader in cheatgrass treatment efforts through direct contribution of funding and time. Provide technical assistance on mapping prioritization and the development of a Cheatgrass Treatment and Monitoring Plan.
- 9. Gunnison Basin Sage-grouse Strategic Committee:** GBSGSC will serve as the collaborative body to hold discussion and make management decisions regarding cheatgrass treatment efforts.
- 10. Elizabeth Smith, Gunnison County, County Commissioner:** The county will house the cheatgrass coordinator position and provide the county weed and pest division support for material purchasing and placement for the on-the-ground efforts.
- 11. NRCS: Daniel Olson, Gunnison Resource Conservationist and Allison Hearne Area 1 Wildlife Biologist:** Provide technical assistance to cheatgrass project coordination. NRCS will also connect the cheatgrass coordinator to further funding through NRCS programs.

- 12. NPS: Theresa Childers, Curecanti National Recreation Area, Wildlife Biologist:** Provide technical assistance to cheatgrass projects and coordinate cross-boundary actions with private land neighboring NPS land.
- 13. Gunnison County Stockgrowers' Association: Greg Peterson:** Advocate for private land involvement in planning of cheatgrass projects. Greg will be an essential partner in ensuring the collaboration between agencies and landowners.
- 14. High Country Conservation Advocates (HCCA), Matt Reed, Public Lands Director:** HCCA has a long-standing relationship with the Basin's community and will serve as a powerful liaison between agencies and the public.
- 15. Gunnison Trails: Tim Kugler, Executive Director:** non-profit partner to lead education efforts for public using public lands. Collaborate in community events such as cheatgrass pull days.

**Statement of need:** Cheatgrass has risen in priority risk in the Basin: mapping, treating, and restoring is essential to prevent habitat conversion and maintain the ecological integrity of the sagebrush biome. Accurate maps that identify where an invasive species occurs is the first step in taking management action. Thus, funding will support extensive efforts to map, at high spatial resolution (0.5 m), cheatgrass invasion within the Basin, as well as sagebrush, perennial grass bare ground, and conifer cover. The cheatgrass map deliverable will be analyzed by Bird Conservancy of the Rockies (BCR) to determine strategic locations for efficient, cost-effective treatment and restoration efforts based on sagebrush-obligate species utilization, perennial grass cover, locally identified priorities, and spatial analysis. The prioritization map will be leveraged by Gunnison County's cheatgrass coordinator, who will create a three-year treatment plan and monitoring protocol for the Basin. Funding will also support the success of the cheatgrass coordinator position to begin on-the-ground efforts, prioritizing private land treatments in proximity to federal lands being treated simultaneously. The BLM, USFS, NRCS, and CPW will provide technical assistance to the coordinator so that cross-boundary treatments are conducted to meaningfully target, treat, and restore at-risk and rangeland/converted sagebrush. Monitoring and research of the efforts will be further supported by our partnership with Western Colorado University through graduate student research, and community and non-profit technical assistance will further improve the collaborative engagement of the project.

Collectively, our project outcomes will protect and enhance existing, intact sagebrush and restore wet meadows, two critical habitats for the federally threatened Gunnison Sage-grouse and sagebrush-obligated and associated species. Collaborative, cross-jurisdictional partnerships will leverage the USFWS' investment to deliver a strategic approach of restoration and invasive annual grass treatment across private, federal, and tribal land in the Basin. Monitoring efforts will evaluate the return on investment and help guide approaches to replicate successes in other occupied areas for the Gunnison Sage-grouse. This proactive, strategic approach will prevent further invasion of cheatgrass before detrimental habitat conversion can occur and will serve to further bolster collaborative, locally led conservation initiatives.

**Project objectives:**

**Goal 1:** *Determine cheatgrass abundance and location within the Basin.* Contract Open Range Consulting to deliver high-resolution (0.5 m) raster of cheatgrass, sagebrush, perennial grass, bare ground, and conifer cover that will inform spatial prioritization/decision-support maps.

**Goal 2: Prioritize areas for herbicide treatment to ensure the best return on investment.** In Fall 2022, BCR will identify local priorities with partners (ex: Gunnison Sage-grouse active leks, big game winter range, sagebrush-obligate songbird abundance, % sagebrush cover, % perennial grass cover, recreation access, sensitive waterways, etc.). Output will be a list of co-variates to be used in model prioritization, provided to USFWS by January 31, 2023. BCR will utilize stakeholder-driven priorities to develop a decision-support map using systematic conservation planning tools and software. Output will be spatially explicit maps of treatment areas (polygons) that maximize stakeholder priorities while minimizing treatment cost.

**Goal 3: Implement cheatgrass treatments.** Host multiple planning meetings in spring 2024 with cheatgrass coordinator, cheatgrass strike team and local stakeholders to review outcomes of BCR prioritization modeling and create phased approach for herbicide treatment through a Gunnison Basin Cheatgrass Treatment Plan. Conduct cross-jurisdictional herbicide treatment of cheatgrass occurring from June – November 2024 to 2026 through a combination of contractors, agency workforce, and Western Colorado Conservation Corps or similar. Funding for chemical, cheatgrass coordinator, and strike teams will support the estimated treatment of up to 1,000 acres with the potential for the chemical to support further efforts. These early planning efforts will support even more acreage treated, well into the future, beyond the duration of this funding.

**Goal 4: Monitor outcomes of cheatgrass treatments.** Establish baseline measurements in 2022 and repeat measurements post-treatment 2024-2026 with assistance from stakeholders, and provide summary, data interpretation, and preliminary results. Monitoring will use the best available science on how to collect relevant measures of cheatgrass density and abundance. Determine future best practices for herbicide use based on results, land use, and stakeholder input.

**Goal 5: Share success with partners to replicate outcomes in new geographies and research and collaborate to improve efforts.** Host and organize quarterly meetings for stakeholders to discuss next steps, priorities, and accomplishments. Prepare a progress report available to stakeholders at meetings such as the Gunnison Basin Sage-grouse Strategic Committee and Technical Subcommittee meetings, Gunnison Basin Weed Commission, and other relevant meetings. Coordinate with other county governments on weed treatment and road maintenance schedules to form an integrated approach. Graduate student research will update best science for cheatgrass treatment and further add to on-the-ground efforts in the Basin.

**Activities and Timeline:**

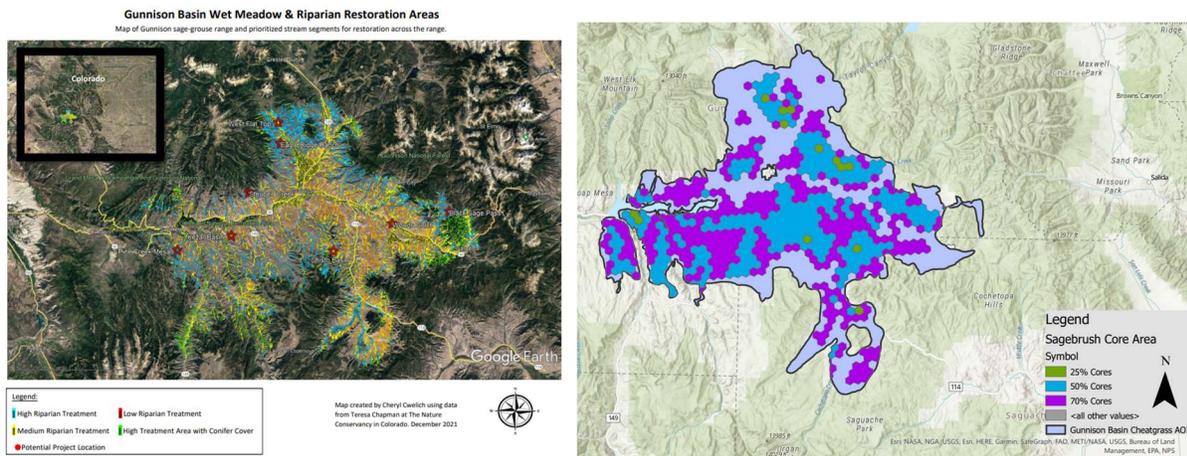
<b>Deliverable</b>	<b>Task</b>	<b>Expected Year</b>
<b>Cheatgrass Mapping &amp; Prioritization Project</b>	Contract Open Range Consulting for aerial imagery & classification	<b>2022 - 2023</b>
	Contract BCR for prioritization modelling	<b>2022 - 2023</b>
<b>Cheatgrass Treatment &amp; Monitoring Plan</b>	Hire cheatgrass coordinator	<b>2022</b>
	Develop monitoring plan and collect pre-treatment data	<b>2022</b>

<b>Development and Execution</b>	Use Open Range Consulting map and BCR prioritization model to create treatment plan with partners	<b>2023</b>
	Purchase herbicide and associated supplies	<b>2023</b>
	Implement coordinated private land treatments	<b>2023 - 2025</b>
	Collect post-treatment data	<b>2024 - 2025</b>

**Environmental compliance review requirements:** An existing Programmatic Biological Opinion covers ESA for most invasive work on federal lands in Gunnison Basin. Currently, NEPA is in the works for Rejuvra usage on some federal lands—all herbicide used by the county will follow appropriate regulations and any herbicide purchased with funds from the grant will be used appropriately. An existing national BLM Environmental Impact Assessment is tiered to in multiple Gunnison BLM Environmental Analyses that cover invasive projects in the Basin. Material purchased through this funding will be used on private lands and follow all appropriate regulations.

**Key project personnel:** see “Description of entities”

**Project location:** Gunnison Basin, Colorado



**Expected deliverables:** Open Range Consulting will be contracted to create a high resolution map of land cover types within the Gunnison Basin, most importantly a 0.5m resolution map of cheatgrass presence. The Bird Conservancy of the Rockies will be contracted to take the Open Range Consulting map and further develop a prioritization tool with overlain information about Gunnison sage-grouse, land ownership status, fire threat, and other relevant information. The cheatgrass coordinator will receive funding to develop a three-year treatment plan that will include follow-up for a spatially randomized sampling design and will complement UGRWCD efforts to collect and assess vegetation community response over three years post-restoration. This will enable effectiveness monitoring of project outcomes and their ability to meet management objectives.

**Anticipated future funding needs:** We anticipate continuing cheatgrass treatments based on the mapping deliverables created through this funding. We will seek future funding from multiple sources to complete long-term treatments within the Gunnison Basin.

**Gunnison Basin Sage Alternative Budget Proposal (Combined):**

**Personnel:**

Item	Description	Cost
<b>Cheatgrass Portion</b>		
Treatment Plan	<i>Gunnison County: Gunnison Basin Cheatgrass Coordinator funded FY22</i>	\$60,000.00
County Project Management	<i>Gunnison County Contractual Project Management funded FY22</i>	\$8,181.81

**Fringe Benefits: N/A**

**Travel: N/A**

**Equipment: N/A**

**Supplies: N/A**

**Contractual:**

Gunnison County will contract out the remaining efforts to be funded in FY22. The mapping of cheatgrass and other land cover types within the Gunnison Basin will be contracted to Open Range Consulting. The Priority Treatment Tool will be contracted to Bird Conservancy of the Rockies and the Gunnison Basin Treatment Plan will be contracted to Gunnison County to support the newly hired cheatgrass coordinator.

Item	Description	Cost
<b>Cheatgrass Portion</b>		
Mapping	<i>Open Range Consulting funded FY22 Field Work: \$30,784 (\$.05/acre) Image Processing: \$42,250 (\$.07/acre) Pleiades 0.5 m Imagery \$60,488 (\$.10/acre)</i>	\$133,522
Priority Treatment Tool	<i>Bird Conservancy of the Rockies funded FY22</i>	\$85,667

**Construction: N/A**

**Other: N/A**

**Total Direct Charges: \$287,370.81**

**Indirect Costs:**

Gunnison County incurs a 10% de minimus for their direct, non-contracted efforts.

Administration	<i>De minimus Indirect cost rate of 10% funded FY22</i>	\$6,818.19
----------------	---	------------

**Total FY22 Budget: \$294,189**

**Application for Federal Assistance SF-424**

Version 04

* 1. Type of Submission: <input type="radio"/> Preapplication <input checked="" type="radio"/> Application <input type="radio"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="radio"/> New <input type="radio"/> Continuation <input type="radio"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify) <input type="text"/>
---	---	---

* 3. Date Received: <input type="text" value="07/14/2022"/>	4. Applicant Identifier: <input type="text"/>
--	--

5a. Federal Entity Identifier: <input type="text"/>	* 5b. Federal Award Identifier: <input type="text"/>
--	---

**State Use Only:**

6. Date Received by State: <input type="text" value="07/14/2022"/>	7. State Application Identifier: <input type="text"/>
--	---

**8. APPLICANT INFORMATION:**

\* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="846000770"/>	* c. UEI: <input type="text" value="NSN9FAGKEDJ9"/>
---	--

**d. Address:**

\* Street1:   
Street2:   
\* City:   
County:   
\* State:   
Province:   
\* Country:   
\* Zip / Postal Code:

**e. Organizational Unit:**

Department Name:

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

Title:

Organizational Affiliation:

\* Telephone Number:  Fax Number:

\* Email:

**Application for Federal Assistance SF-424**

Version 04

**9. Type of Applicant 1: Select Applicant Type:**

County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

DOI-US Fish and Wildlife Service

**11. Catalog of Federal Domestic Assistance Number:**

15.657

CFDA Title:

Endangered Species Conservation – Recovery Implementation Funds

**\* 12. Funding Opportunity Number:**

F-FWS-ES-22-137

\* Title:

Assistance Listing 15.657 Sagebrush Ecosystem Team/Conservation Delivery Sub team BIL Sage-Steppe Fu

**13. Competition Identification Number:**

F-FWS-ES-22-137-100398

Title:

Assistance Listing 15.657 Sagebrush Ecosystem Team/Conservation Delivery Sub team BIL Sage-Steppe Fu

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**\* 15. Descriptive Title of Applicant's Project:**

Gunnison Basin Cheatgrass implementation Project

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424**

Version 04

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="294189"/>
* b. Applicant	<input type="text" value="0"/>
* c. State	<input type="text" value="0"/>
* d. Local	<input type="text" value="0"/>
* e. Other	<input type="text" value="0"/>
* f. Program Income	<input type="text" value="0"/>
* g. TOTAL	<input type="text" value="294189"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

Yes  No

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:

**Application for Federal Assistance SF-424**

Version 04

**\* Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

**Gunnison Basin Cheatgrass Implementation Project 2022**

**Subject:** Required Statements for Financial Proposal/Project titled- "Gunnison Basin Cheatgrass Implementation Project 2022"

**Indirect Cost Rate Statement:**

We are a County Government. We will be using the 10% de minimus rate for indirect costs.

**Single Audit Reporting statement:**

County of Gunnison is required to submit a Single Audit report from the most recently closed fiscal year (FY21). It can be found at (<http://harvester.census.gov/sac/>) under **EIN#84-6000770**

**Pre-award Costs:**

We are not requesting pre-award costs.

**Overlap/Duplication Statement:**

There is no overlap between the proposed project and any other active or anticipated projects in terms of activities, costs or time commitment of key personnel. Further, the proposal submitted for consideration under this program is not in any way duplicative of any proposal that was/will be submitted for funding consideration to any other potential funding source (Federal or non- Federal).

If you have any other additional questions or concerns with the above statements, please contact me directly.

Sincerely,

Recipient Signature: 

Recipient Name: Matthew Bisnie

Recipient E-Mail: mbisnie@gunnisoncounty.org

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

---

**Agenda Item:** Treasurer's Reports

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Present Monthly, Investment and Quarterly Interest Reports

**Fiscal Impact:**

**Submitted by:** Debbie Dunbar

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/15/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 7/19/2022

---

TREASURER'S MONTHLY REPORT FOR JUNE 2022

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
	\$	\$	\$	\$
<b>COUNTY FUNDS</b>				
Due from Tre-County General	12,278,787.31	2,232,161.15	(1,098,842.19)	13,412,106.27
Due from Tre-Road & Bridge	2,662,301.25	1,694,676.41	(8,881.72)	4,348,095.94
Due from Tre-Human Services	557,105.44	58,333.37	(44,088.14)	571,350.67
Due from Tre-Public Health Agency	262,336.82	23,821.26	(228,817.18)	57,340.90
Due from Tre-Conservation Trust	141,379.91	11,842.24	(288.08)	152,934.07
Due from Tre-Bond Fund	874.84	-	(1.64)	873.20
Due from Tre-Airport	2,911,676.83	124,149.16	(6,226.70)	3,029,599.29
Due from Tre-Sales Tax	4,892,902.25	215,466.82	(9,629.89)	5,098,739.18
Due from Tre-Land Preservation	1,185,754.96	62,210.61	(2,346.39)	1,245,619.18
Due from Tre-Mosquito	68,456.23	13,407.57	(15,975.96)	65,887.84
Due from Tre-Sage Grouse	194,004.59	-	(544.42)	193,460.17
Due from Tre-Risk Management	232,386.32	-	(2,332.43)	230,053.89
Due from Tre-Airport Construction	2,490,721.70	778,619.28	(6,146.93)	3,263,194.05
Due from Tre-Capital Projects	248,981.05	1,716,878.37	(3,696.16)	1,962,163.26
Due from Tre-Sewer	1,681,871.52	85,532.87	(112,776.07)	1,654,628.32
Due from Tre-Water	893,249.25	6,000.00	(24,822.12)	874,427.13
Due from Tre-Solid Waste	-	138,291.46	(102,075.40)	36,216.06
Due from Tre-Housing Authority	879,101.08	-	(3,878.75)	875,222.33
Due from Tre-Gunn Sr Housing	-	2,517.61	(2,517.61)	-
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	2,056,409.89	1,191.77	(14,271.87)	2,043,329.79
Due from Tre-Internal Service II	824,551.33	7,226.19	(4,558.25)	827,219.27
Due from Tre-Insurance Trust	1,750,764.29	31,357.77	(3,471.46)	1,778,650.60
Due from Tre-Local Marketing District	2,158,544.81	-	(210,081.34)	1,948,463.47
Due from Tre-Rural Trans Auth	6,978,426.19	2,188.21	(438,758.18)	6,541,856.22
Due from Tre-Public Trustee Agency	8,357.19	-	(5,059.17)	3,298.02
Due from Tre-Series 2010 Bond Reserve	236.74	-	(0.45)	236.29
Due from Tre-Terminal Construction	739,681.74	-	(1,390.73)	738,291.01
Due from Tre-Courthouse Renovation	69.19	-	-	69.19
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	150.00	(150.00)	-
Due from Tre-Treas Fees	-	142,450.64	(142,450.64)	-
Due from Tre-Health Claims	90,903.78	131,690.54	(158,364.55)	64,229.77
Due from Tre-Landfill Closure	1,072,055.69	-	(2,015.65)	1,070,040.04
Due from Tre-Landfill Cons Resv	940,961.88	-	(1,769.17)	939,192.71
Due from Tre-Payroll Clearing	14,453.32	770,212.00	(770,550.57)	14,114.75
Due from Tre-Sewer Reserve	96,136.00	-	-	96,136.00
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	13,556.45	-	(25.49)	13,530.96
Due From Tre-Housing Authority Restricted Deposits	11,000.00	-	-	11,000.00
Due From Tre-Housing Authority Restricted Cash #2	277,625.29	-	-	277,625.29
Due from Tre-Accounts Payable Clearing	226,530.84	5,047,520.27	(4,978,835.75)	295,215.36
Due from Tre-Finance Revenue Clearing	22,670.50	8,591,036.05	(8,591,782.17)	21,924.38
Due from Tre-Water Resource	58,247.89	-	(109.52)	58,138.37
Due from Tre-Workforce Impact Fees	-	-	-	-
Due from Tre-Living Community	68,512.59	134,284.34	(71,022.13)	131,774.80
<b>COUNTY FUNDS TOTAL</b>	<b>49,076,174.15</b>	<b>22,023,215.96</b>	<b>(17,068,554.87)</b>	<b>54,030,835.24</b>
<b>CITIES AND TOWNS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Due from Tre-Crested Butte General	28,264.04	54,092.13	(29,175.17)	53,181.00
Due from Tre-Crested Butte Street/Alley	69,791.77	152,304.48	(74,360.92)	147,735.33
Due from Tre-Gunnison City General	44,477.91	73,352.32	(45,872.19)	71,958.04
Due from Tre-Marble General	4,547.03	4,896.40	(4,674.21)	4,769.22
Due from Tre-Mt Crested Butte General	76,344.14	221,336.41	(103,424.85)	194,255.70
Due from Tre-Pitkin General	2,010.77	2,793.11	(2,062.40)	2,741.48
<b>CITIES AND TOWNS TOTAL</b>	<b>225,435.66</b>	<b>508,774.85</b>	<b>(259,569.74)</b>	<b>474,640.77</b>
<b>SCHOOLS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Due from Tre-Gunn RE1J Gen	290,741.74	2,077,601.47	(2,108,356.12)	259,987.09
Due from Tre-Gunn RE1J Bond	69,286.25	725,515.21	(744,912.47)	49,888.99
Due from Tre-Delta 50J General	6,203.80	283,731.76	(282,580.57)	7,354.99
Due from Tre-Delta 50J Bond	104.19	51,590.87	(51,590.02)	105.04
Due from Tre-Montrose RE1J General	2,637.23	20,260.11	(21,694.24)	1,203.10
Due from Tre-Montrose RE1J Bond	252.43	2,556.62	(2,765.78)	43.27
Due from Tre-Reij 2014 Mill Override	34,566.61	362,861.87	(372,537.71)	24,890.77

<b>SCHOOLS TOTAL</b>	403,792.25	3,524,117.91	(3,584,436.91)	343,473.25
<b>IMPROVEMENT DISTRICTS</b>	\$	\$	\$	\$
Due From Tre-Gunn Rising #2	1.29	1.55	-	2.84
Due From Tre-Gunn Rising #3	-	-	-	-
Due From Tre-Gunn Rising #4	-	-	-	-
Due from Tre-CO River Water CD	32,814.41	64,627.03	(35,806.74)	61,634.70
Due from Tre-Reserve MD2	11,793.10	23,038.95	(12,452.15)	22,379.90
Due from Tre-Mt Crested Butte DDA	40,524.62	172,209.12	(45,690.94)	167,042.80
Due from Tre-Bostwick Park Water CD	384.08	266.87	(391.51)	259.44
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	18,869.54	99,134.51	(22,226.42)	95,777.63
Due from Tre-Mt CB Water/San	63,617.34	181,213.92	(85,686.16)	159,145.10
Due from Tre-East River Regional SD	7,991.73	15,028.32	(8,468.22)	14,551.83
Due from Tre-Cemetery	20,009.44	30,922.10	(20,901.10)	30,030.44
Due from Tre-Gunn Co Metro Rec Dist	60,166.39	114,316.74	(65,706.87)	108,776.26
Due from Tre-N Fork Water CD	123.59	6,022.86	(300.67)	5,845.78
Due from Tre-Skyland MD	44,574.62	75,134.37	(46,703.61)	73,005.38
Due from Tre-Upper Gunn Water CD	115,450.11	219,939.28	(126,171.36)	209,218.03
Due from Tre-Crested Butte Fire PD	231,695.65	512,177.89	(263,014.46)	480,859.08
Due from Tre-Gunn Co Fire PD	78,407.47	113,349.98	(81,661.36)	110,096.09
Due from Tre-Carbondale & Rural Fire PD	59,401.03	31,875.29	(60,380.03)	30,896.29
Due from Tre-Ragged Mt Fire PD	1,300.59	39,602.08	(2,466.38)	38,436.29
Due from Tre-Arrowhead Fire PD	2,714.29	5,697.31	(2,876.23)	5,535.37
Due From Tre-Library General Fund	124,450.62	245,133.07	(135,803.24)	233,780.45
Due From Tre-Reserve MD#2 BOND 2016A	31,521.52	64,056.56	(33,341.52)	62,236.56
Due From Tre-North Fork Ambulance Health Service D	2,845.82	71,332.00	(4,941.46)	69,236.36
Due From Tre-Reserve MD #2 BOND 2016B	4,366.99	8,959.03	(4,623.28)	8,702.74
Due From Tre-Reserve MD #2 BOND 2016C	3,822.20	7,841.18	(4,046.50)	7,616.88
Due From Tre-Crested Butte Fire PD Bond	127,348.20	281,260.64	(144,552.64)	264,056.20
<b>IMPROVEMENT DISTRICTS TOTAL</b>	1,084,194.64	2,383,140.65	(1,208,212.85)	2,259,122.44
<b>MISC CONTROL</b>	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	581,837.02	704,347.27	(784,658.88)	501,525.41
Due from Tre-Clerk Sales Tax	38.75	61,808.20	(61,808.20)	38.75
Due from Tre-SOT	-	310,386.97	(310,386.97)	-
Due from Tre-State Auto	-	234,679.80	(234,679.80)	-
Due from Tre-Clerk ST Domestic Abuse	-	340.00	(340.00)	-
Due from Tre-Clerk State Registrar	12.00	51.00	(63.00)	-
Due from Tre-Clerk State Specific	-	216,389.36	(216,389.36)	-
Due from Tre- State Tech 2.00 Surcharge	-	954.00	(954.00)	-
Due from Tre-Range Improvement Dist 3	2,112.28	-	(2,112.28)	-
Due from Tre-Sheriff Commissary	13,657.55	-	-	13,657.55
Due from Tre-Inmate Trust	24,178.95	1,578.94	(16,378.43)	9,379.46
Due from Tre-Investment Interest	-	136,030.27	(136,030.27)	-
Due from Tre-Treas Deed	2,495.08	2,575.00	(1,820.80)	3,249.28
Due from Tre-Unused Remittances	800,246.02	-	-	800,246.02
Due from Tre-Elected Official Fees Clrg	22,098.78	50,180.54	(46,491.88)	25,787.44
Due from Tre-GV Regional Housing Authority	-	-	-	-
<b>MISC CONTROL TOTAL</b>	1,446,676.43	1,719,321.35	(1,812,113.87)	1,353,883.91
<b>GRAND TOTALS</b>	<b>52,236,273.13</b>	<b>30,158,570.72</b>	<b>(23,932,888.24)</b>	<b>58,461,955.61</b>

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

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of June 2022.

Debbie Dunbar  
Gunnison County Treasurer

DATE: \_\_\_\_\_

Jonathan Houck  
Chairman of the Board of County Commissioners

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

**TREASURER'S QUARTERLY INTEREST REPORT  
FOR GUNNISON COUNTY  
FOR THE PERIOD OF APRIL - JUNE 2022**

		INVESTMENT INTEREST:			
FUND	#	CURRENT QUARTER	YEAR TO DATE	BUDGETED	% OF BUDGET
COUNTY GENERAL	1	-107,144.72	-309,761.83	196,040.00	-158.01%
ROAD & BRIDGE	2	-17,159.62	-59,961.77	35,000.00	-171.32%
HEALTH AND HUMAN SERVICES	3	-2,870.48	-9,709.79	8,000.00	-121.37%
PUBLIC HEALTH AGENCY	4	-486.72	-3,367.81	800.00	-420.98%
CONSERVATION TRUST	7	-715.95	-2,777.34	2,000.00	-138.87%
BOND FUND	8	-4.29	-16.87	1,000.00	-1.69%
AIRPORT OPERATIONS	10	-14,349.38	-48,939.11	4,000.00	-1223.48%
SALES TAX REVENUE	12	-24,390.01	-87,960.23	25,000.00	-351.84%
LAND PRESERVATION	13	-5,699.12	-20,683.37	10,000.00	-206.83%
MOSQUITO	30	-304.01	-1,000.22	729.00	-137.20%
SAGE GROUSE	32	-954.28	-3,788.91	2,000.00	-189.45%
RISK MANAGEMENT FUND	34	-1,242.11	-4,996.40	4,000.00	-124.91%
AIRPORT CONSTRUCTION	41	-13,912.94	-62,317.26	1,500.00	-4154.48%
COUNTY CAP EXPEND	43	-4,558.39	-8,367.34	-	
SEWER FUND	50	-7,620.94	-30,112.63	17,575.00	-171.34%
WATER FUND	51	-4,383.30	-16,437.75	1,600.00	-1027.36%
SOLID WASTE OPERATIONS	52	-1,021.30	-5,196.32	5,000.00	-103.93%
HOUSING AUTHORITY	70	-4,282.92	-16,809.69	700.00	-2401.38%
GUNN SR HOUSING	71	-4.50	-528.33	500.00	-105.67%
ISF I	80	-8,848.22	-33,829.04	20,000.00	-169.15%
ISF II	82	-4,305.90	-16,848.13	13,261.00	-127.05%
HEALTH INS ISF-III	90	-8,537.10	-33,408.98	40,000.00	-83.52%
GRVL MARKETING DISTR	91	-8,820.57	-35,232.37	18,000.00	-195.74%
RURAL TRANSPORT AUTH	92	-32,109.84	-131,949.97	40,000.00	-329.87%
BUILDING CONSTRUCTION RES	101	-1.16	-4.56	-	
TERMINAL CONSTRUCTION	102	-3,629.27	-14,259.73	17,000.00	-83.88%
HEALTH CLAIMS	115	-272.88	-1,165.57	-	
SOLID WASTE CLOSURE	125	-5,235.25	-20,473.89	25,000.00	-81.90%
SOLID WASTE CONSTRUCT. RES.	126	-4,524.56	-17,420.60	7,000.00	-248.87%
SEWER RESERVE	135	-470.14	-1,833.72	-	
WATER - RESTRICTED	136	-383.87	-1,497.25	-	
SR HOUSING DEPOSITS	140	-66.52	-261.34	-	
WATER RESOURCES	150	-285.79	-1,122.91	2,000.00	-56.15%
WORKFORCE IMPACT FEE	155	0.00	0.00	5,000.00	0.00%
<b>TOTAL</b>		<b>(288,596.05)</b>	<b>(1,002,041.03)</b>	<b>502,705.00</b>	<b>-199.33%</b>

Gunnison County Treasurer						
Investment Report						
30-Jun-22						
CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH
Cash on Hand	1100	42,842.34			Cash	N/A
Bank of the West	1101	2,142,270.72	0.00%		Chkg	N/A
Bank of the West CC	1103	128,069.24	0.00%		Chkg	N/A
Bank of the West MM	1104	7,996,997.78	0.25%		MMA	Mo
Wells Fargo Warrant Clearing	1145	835,257.87	0.00%		Chkg	N/A
Wells Fargo Revenue Clearing	1147	11,410,633.74	0.00%		Chkg	Mo
Colostr Plus	1118	1,488,770.47	1.17%		Pool	Mo
C-Safe	1121	2,159,838.72	1.15%		Pool	Mo
Community Banks of Colorado MM	1320	1,284,257.95	0.25%		MMA	Mo
Gunnison Bank and Trust	1102	154,161.68	0.00%		MMA	Mo
Solera Savings	1161	1,029,196.82	0.20%		MMA	Quarterly
Investment Clearing	1199	7,680.61	0.01%		MMA	Mo
<b>TOTAL CASH AND CHECKING</b>		<b>28,679,977.94</b>			<b>49.06%</b>	
<b>INVESTMENTS</b>						
Alma Bank 0BQ9	1282	245,073.01	1.65%		CD	M/MAT 8/12/22 30 MO
American Express AD582	1214	244,372.31	3.40%		CD	M/MAT 6/29/27 5 YRS
AXOS Bank DAH1	1275	243,871.99	1.55%		CD	M/Mat 3/27/23 3 yrs
Bank Hapoalim A2C3	1252	238,422.97	0.30%		CD	SA/ Mat 8/21/23
Bank Midwest 7928	1302	245,000.00	1.95%		CD	A/Mat 11/22/21 27 mo
Bank Midwest 8479	1303	252,212.81	0.60%		CD	A/Mat 5/22/24 42 mo
Bank of Baroda HMT7	1260	226,220.26	0.65%		CD	SA/Mat 7/22/25 5 yrs
Bank of New England KAL2	1326	245,352.31	3.15%		CD	SA/Mat 7/29/22 4 yrs
Bankwell BCL3	1261	239,129.06	0.40%		CD	SA/Mat 7/28/23 3 yrs
Barclays Bank KKR7	1344	245,183.75	2.25%		CD	SA/MAT 7/26/22 5yrs
BMO Harris Bank XANO	1259	226,344.47	0.55%		CD	Qtrly/Mat 7/29/24 yrs
BMW Bank AKJ2	1343	232,088.74	2.10%		CD	SA/Mat 9/15/21 4yr
Cadence Bank RGA6	1272	243,065.48	1.30%		CD	SA/Mat 4/17/23 3yrs
Capital One Bank RPN5	1271	233,281.65	1.45%		CD	SA/Mat 4/15/25 5 yrs
Capital One Bank USA HF75	1213	245,995.19	3.45%		CD	M/MAT 6/29/27 5 YRS
Cathay Bank 9MQ5	1328	246,381.80	3.15%		CD	SA/Mat 6/8/2023 5 yrs
Celtic Bank RRH2	1306	238,605.99	1.85%		CD	SA/Mat 8/30/24 5 yr
CIT Bank LBA3	1305	245,173.95	1.90%		CD	SA/Mat 8/23/22
Citibank QK40	1330	246,442.31	3.10%		CD	SA/MAT 5/4/23
East Boston Savings PDL2	1254	234,957.20	0.30%		CD	SA/ Mat 2/12/24
Enerbank TQJ2	1257	242,615.41	0.30%		CD	SA/Mat 7/24/23 3 yrs
FFCB EMZWS	1233	467,884.50	0.73%		AG	SA/Mat 5/19/25 4 yrs callable
FFCB L6U3	1251	242,211.75	0.28%		CD	SA/Mat 9/14/23 3 yrs callable
FFCB MHL9	1247	481,632.00	0.31%		AG	SA/Mat 11/30/23 3 yrs callable
FFCB MJT0	1245	450,500.12	0.60%		AG	SA/Mat 12/9/25 5 yrs callable
FHLB AMDV1	1236	462,767.00	1.00%		AG	SA/Mat 5/12/26 5 yrs callable
FHLB AMDY5	1235	461,934.50	1.00%		AG	SA/Mat 5/20/26 5 yrs callable
FHLB AMJN3	1234	461,991.00	0.55%		AG	SA/Mat 5/26/26 5yrs callable
FHLB AMTQ5	1236	328,691.30	0.50%		AG	SA/Mat 12/30/24 4.6yrs callable
FHLB AMTZ5	1235	323,692.60	0.75%		AG	SA/Mat 11/28/25 4yrs callable
FHLB AMXJ6	1234	472,646.50	0.50%		AG	SA?Mat 9/30/24 3.25 yrs callable
FHLB ANG95	1227	457,644.00	0.50%		AG	SA/Mat 8/24/26 5 yrs callable
FHLB AR6F33	1219	485,039.00	2.00%		AG	SA/MAT 3/24/25 3 yrs callable
FHLB ARC33	1220	571,771.20	2.30%		AG	SA/MAT 3/29/27 5 yrs callable
FHLB ARUR0	1217	491,967.50	3.20%		AG	SA/MAT 5/10/27 5 YRS CALLABLE
FHLB ANJK7	1229	913,579.00	0.875%		AG	SA/Mat 8/25/26 5 yrs callable
FHLB KWS1	1243	456,343.00	0.53%		AG	SA/Mat 2/17/26 5 yrs callable
FHLB LA53	1244	457,269.50	0.60%		AG	SA/Mat 2/25/26 5 yrs callable
FHLB LM43	1241	464,172.50	0.75%		AG	SA/MAT 9/30/25 4 YRS CALLABLE
FHLB LMM3	1242	462,958.50	1.00%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LV68	1240	463,442.50	1.03%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LW26	1237	468,976.00	0.75%		AG	SA/MAT 4/22/25 4 YRS CALLABLE
FHLB PH406	1226	458,456.00	1.06%		AG	SA/MAT 10/21/26 5YRS CALLABLE
FHLB PLK90	1225	462,228.00	1.28%		AG	SA/MAT 10/28/26 5 YRS CALLABLE
FHLB QSF69	1224	476,548.00	1.10%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB QFB49	1223	469,153.00	1.00%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB R7M74	1221	481,564.50	2.00%		AG	SA/MAT 9/30/25 3 1/2 YRS callable
FHLB SGPB1	1215	510,383.01	4.10%		AG	SA/MAT 7/14/22 3 YRS CALLABLE
FHLB LW67	1238	463,976.00	1.10%		AG	SA/MAT 4/22/26 5 YRS CALLABLE
FHLMC B3F5	1246	276,177.90	0.60%		AG	SA/Mat 11/20/25 5 yrs callable
FHLMC GXZT4	1216	502,323.50	4.00%		AG	SA/MAT 7/14/25 3 YRS CALLABLE
FLHLMC XAP9	1248	460,538.00	0.60%		AG	SA/Mat 11/12/25 5 yrs callable
FHLMC XXR08	1211	495,776.50	3.32%		AG	SA/MAT 6/30/25 3 YRS Callable
FHLMC XYD03	1212	499,743.00	3.25%		AG	SA/MAT 6/30/27 5 yrs Callable
First Natl Bank of America YUJ2	1228	219,800.77	0.85%		cd	M/Mat 9/30/26
Firstier Bank LAH1	1304	242,823.17	1.90%		CD	SA/Mat 8/23/23 4 yrs
Flagstar Bank E3X3	1256	232,243.83	0.50%		CD	SA/Mat 7/31/24 yrs
Goldman Sachs P6U6	1399	245,546.35	2.65%		CD	SA/Mat 5/1/23 4yrs
Gunnison Savings and Loan 6020	1106	500,000.00	0.50%		CD	M/MAT 1/17/22 - 5 yrs
Gunnison Savings and Loan 8721	1335	500,000.00	2.70%		CD	M/ AT 2/14/23
Gunnison Bank and Trust	1283	256,244.59	2.00%		CD	Qtrly/Mat 1/27/25
JP Morgan UNC9	1250	221,627.00	0.40%		CD	SA/Mat 9/30/25 5yrs callable
Leader Bank UHF2	1249	236,360.32	0.25%		CD	SA/Mat 10/2/23 callable
Legacy Bank 9156	1402	220,029.57	0.25%		CD	Q/Mat 7/21/23 - 24 mo
Live Oak Bank 6HN7	1284	239,009.26	1.85%		CD	SA/Mat 7/24/24
Luana Savings PHA5	1253	234,916.29	0.30%		CD	SA/ Mat 2/14/24
M Y Safra Bank JBJO	1258	237,634.56	0.30%		CD	SA/Mat 2/14/24 4 yrs
Marlin Business Bank	1291	241,190.49	1.70%		CD	SA/ Mat 12/4/23 4 yrs
Medallion Bank dgb1	1487	244,318.90	1.60%		CD	SA/MAT 2/6/23 3 yr
Merrick Bank KEW2	1285	240,717.64	1.75%		CD	SA/Mat 1/31/24
Morgan Stanley RRB8	1338	237,454.73	1.90%		CD	SA/Mat 1/2/25
Morgan Stanley Private Bank AYA1	1316	245,907.72	2.75%		CD	SA/Mat 4/4/23 4 yr
Pacific Western Bank YRK7	1273	237,150.20	1.20%		CD	SA/Mat 4/30/24 4 yrs
Park State Bank VAB7	1265	228,040.36	0.90%		CD	M/Mat 5/22/25 5 yrs callable
Pinnacle Bank SKU4	1269	241,486.45	0.70%		CD	M/Mat 5/8/23 3 yrs
Raymond James Bank	1293	237,537.05	1.85%		CD	SA/Mat 11/26/24 5 yrs
Redstone Bank 0776	1449	259,707.26	0.40%		CD	SA/Mat 11/8/23 - 3 yrs
Sallie Mae 0T2	1472	245,098.73	1.85%		CD	SA/Mat 10/24/22 3 yrs
State Bank of India NY 5KL4	1333	246,200.94	2.90%		CD	SA/Mat 3/29/23 5 yrs
Texas Capital Bank PLY3	1255	242,390.75	0.30%		CD	SA/Mat 2/7/23
Texas Exchange Bank THU7	1263	228,285.85	1.00%		CD	M/Mat 6/19/25 callable 5 yrs
Toyota Financial Savings MJS1	1264	227,640.77	0.80%		CD	SA/Mat 6/30/25 5 yrs
US Treasury 2CBQ3	1218	456,250.00	2.40%		AG	SA/MAT 2/28/26 4 YRS
US Treasury 8Z7B1	1222	467,500.00	1.62%		AG	SA/Mat 1/31/27
US Treasury CCF68	1210	458,046.50	3.20%		AG	SA/MAT 5-31-26 4 YRS
Wells Fargo Bank 3A48	1488	243,949.68	2.75%		CD	M/5/3/24 5 yrs
Western States Bank	1309	500,000.00	2.72%		CD	Q/Mat 7/14/24 5 yr
<b>TOTAL INVESTMENTS</b>		<b>29,778,881.77</b>			<b>50.94%</b>	
Cash per Treasurer's Ledger		58,458,859.71			100.00%	
Plus Pending Disbursements		3,095.90				
<b>Total Due to All Funds</b>		<b>58,461,955.61</b>				

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

---

**Agenda Item:** Vouchers and Transfers: June 2022 Cash Transfer R

---

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

June 2022 Cash Transfer Report

**Fiscal Impact:** \$10,377,193.66

**Submitted by:** Kelly Weak

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 7/14/2022

---

**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: 7/15/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 7/19/2022

---



**GUNNISON COUNTY, COLORADO**  
**CASH TRANSFER AUTHORIZATION**  
**June-22**

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(655,810.10)
130	95 11122	General - Payroll Account	770,212.00	0.00
150	01 11102	General - Water Resources	0.00	0.00
155	01 11103	General - Workforce Impact Fee:	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(8,590,317.96)
002	02 11900	Road & Bridge	1,600,471.71	0.00
003	03 11900	Human Services	0.00	(41,963.45)
004	04 11900	Public Health Agency	0.00	(228,473.45)
007	07 11900	Conservation Trust	11,842.24	0.00
008	08 11900	Bond Fund	0.00	0.00
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	72,170.01	0.00
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	212,934.67	0.00
013	13 11900	Land Preservation	62,210.61	0.00
030	30 11900	Mosquito Control	0.00	(15,449.61)
032	32 11900	Sage Grouse Trust	0.00	(180.00)
034	34 11900	Risk Management	0.00	(1,899.07)
041	41 11900	Airport Construction	753,435.46	0.00
043	43 11900	Capital Expenditures	1,709,009.37	0.00
050	50 11900	Gunnison County Sewer	0.00	(68,924.22)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(23,027.08)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(100,624.27)
125	52 11101	Solid Waste - Landfill Closure	0.00	0.00
126	52 11102	Solid Waste - Landfill Const	0.00	0.00
070	70 11900	Housing Authority	0.00	(2,230.08)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
142	70 11102	Housing Authority Restricted Cash	0.00	0.00
071	71 11900	Senior Housing - Operating	0.00	0.00
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	0.00	(10,410.90)
082	82 11900	ISF-II	7,226.19	0.00
090	90 11900	Health Insurance Trust	19,743.43	0.00
115	90 11101	Health Insurance Claims	131,690.54	0.00
091	91 11900	Local Marketing District	0.00	(206,410.99)
092	92 11900	Transportation Authority	0.00	(426,413.31)
093	93 11900	Public Trustee Agency	0.00	(5,059.17)
145	95 11121	Accounts Payable Clearing	5,026,247.43	0.00
<b>TOTALS</b>			<b>\$ 10,377,193.66</b>	<b>\$ (10,377,193.66)</b>

TRANSFER FOR JOURNAL ENTRIES:

206082, 206083, 206084, 206085, 206086, 204360, 204359, 206103, 203410, 206208, 206230, 206231, 206238, MAY GBI, 206244, 206240, 206245, 206229, PRJ, AP JUN, 206246,

PREPARED BY: Shelly Mandy  
 AUTHORIZED BY: [Signature]  
 RECEIVED BY TREASURER: [Signature]

DATE: 7/11/22  
 DATE: 7/11/22  
 DATE: 7-11-22

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

**June-22**

Balance	JE's	Description	Finance Business Date	01	01	01
				General Fund 01 11900	Water Resource Prot. 01 11102	Workforce Impact Fees 01 11103
-	206082,	STND1: VEHICLE/EQUIPMENT RENT	6/30/2022	(20,262.96)		
-	206083,	STND2: BUDGETED INTERFUND TRANSF	6/30/2022	47,476.65		
-	206084,	STND3: MAPPING SYSTEM CHARGES	6/30/2022	(11,863.41)		
-	206085,	STND4: TELEPHONE/FAX SYSTEM CHARGES	6/30/2022	(3,503.33)		
-	206086,	STND5: COMPUTER SYSTEM CHARGES	6/30/2022	(20,644.15)		
-	204360,	MATERIAL USAGE APR	4/30/2022	(1,568.50)		
-	204359,	EQUIPMENT USAGE APR	4/30/2022	(666.00)		
-	206103,	WEED RENT TO AIRPORT JUN	6/30/2022	(765.00)		
-	203410,	RECLASS	6/30/2022	(20.00)		
-	206208,	REC MED/DEN/FLEX/RX CHECKS JUN	6/30/2022	(3,497.03)		
-	206230,	DHS RENT JUN	6/30/2022	12,596.00		
-	206231,	RECORD PW COMP EARNED JUN	6/30/2022	(619.10)		
-	206238,	DHS ATTY	6/30/2022	20,682.44		
-	MAY GBI,	LANDFILL INTERFUND TRANSFERS	5/31/2022	(83.93)		
-		LANDFILL ALLOCATION MAY				
-	206244,	PH PHOTOCOPY JUN	6/30/2022	(20.00)		
-		DHS RENT MAY				
-	206240,	MOTORPOOL RENTS JUN	6/30/2022	(4,768.38)		
-	206245,	REVENUE CLEARING ACTIVITY		76,537.73		
-	206229,	NET PAYROLL TRANSFER	6/30/2022	(770,212.00)		
-	PRJ,	Payroll Journals		458,121.57		
-	AP JUN,	AP CLEARING JUNE	6/30/2022	(430,213.09)		
-		RECUTILITY				
-		REC MED/DEN/FLEX/Rx CHECKS APR				
-	206246,	DUETOFROM	6/30/2022	(2,517.61)		
-		TOTALS		(655,810.10)	-	-

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

**June-22**

JE's	Description	Finance Business Date	01 Courthouse Renovation 01 11105	01 Revenue Clearing 01 11106	02 Road & Bridge 02 11900	03 Human Services 03 11900	04 Public Health 04 11900
206082,	STND1: VEHICLE/EQUIPMENT RENT	6/30/2022				(315.41)	
206083,	STND2: BUDGETED INTERFUND TRANSF	6/30/2022			(6,947.50)		(5,185.83)
206084,	STND3: MAPPING SYSTEM CHARGES	6/30/2022			(1,675.91)	(22.08)	(22.08)
206085,	STND4: TELEPHONE/FAX SYSTEM CHARGES	6/30/2022			(300.00)	(510.00)	(720.00)
206086,	STND5: COMPUTER SYSTEM CHARGES	6/30/2022			(1,496.67)	(1,490.01)	(3,898.32)
204360,	MATERIAL USAGE APR	4/30/2022			(23,370.84)		
204359,	EQUIPMENT USAGE APR	4/30/2022			(58,680.02)		
206103,	WEED RENT TO AIRPORT JUN	6/30/2022					
203410,	RECLASS	6/30/2022					
206208,	REC MED/DEN/FLEX/RX CHECKS JUN	6/30/2022					
206230,	DHS RENT JUN	6/30/2022				(12,596.00)	
206231,	RECORD PW COMP EARNED JUN	6/30/2022			1,765.44		
206238,	DHS ATTY	6/30/2022				(20,682.44)	
MAY GBI,	LANDFILL INTERFUND TRANSFERS	5/31/2022					
	LANDFILL ALLOCATION MAY						
206244,	PH PHOTOCOPY JUN	6/30/2022					(428.80)
	DHS RENT MAY						
206240,	MOTORPOOL RENTS JUN	6/30/2022				(201.78)	(650.77)
206245,	REVENUE CLEARING ACTIVITY			(8,590,317.96)	1,964,137.72	125,034.45	91,983.39
206229,	NET PAYROLL TRANSFER	6/30/2022					
PRJ,	Payroll Journals				(192,336.23)	(123,469.49)	(133,740.87)
AP JUN,	AP CLEARING JUNE	6/30/2022			(80,624.28)	(7,710.69)	(175,810.17)
	RECUTILITY						
	REC MED/DEN/FLEX/Rx CHECKS APR						
206246,	DUETOFROM	6/30/2022					
	<b>TOTALS</b>		-	(8,590,317.96)	1,600,471.71	(41,963.45)	(228,473.45)

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

**June-22**

JE's	Description	Finance Business Date	<b>07</b>	<b>08</b>	08	08	<b>10</b>
			Conservation Trust 07 11900	Bond Fund 08 11900	Series 2010 Bond Reserve 08 11101	Series 2013 Bond Reserve 08 11102	Airport Operations 10 11900
206082,	STND1: VEHICLE/EQUIPMENT RENT	6/30/2022					(502.25)
206083,	STND2: BUDGETED INTERFUND TRANSF	6/30/2022					(4,635.00)
206084,	STND3: MAPPING SYSTEM CHARGES	6/30/2022					(22.08)
206085,	STND4: TELEPHONE/FAX SYSTEM CHARGES	6/30/2022					(246.67)
206086,	STND5: COMPUTER SYSTEM CHARGES	6/30/2022					(1,183.33)
204360,	MATERIAL USAGE APR	4/30/2022					
204359,	EQUIPMENT USAGE APR	4/30/2022					
206103,	WEED RENT TO AIRPORT JUN	6/30/2022					765.00
203410,	RECLASS	6/30/2022					
206208,	REC MED/DEN/FLEX/RX CHECKS JUN	6/30/2022					
206230,	DHS RENT JUN	6/30/2022					
206231,	RECORD PW COMP EARNED JUN	6/30/2022					
206238,	DHS ATTY	6/30/2022					
MAY GBI,	LANDFILL INTERFUND TRANSFERS	5/31/2022					
	LANDFILL ALLOCATION MAY						
206244,	PH PHOTOCOPY JUN	6/30/2022					
	DHS RENT MAY						
206240,	MOTORPOOL RENTS JUN	6/30/2022					
206245,	REVENUE CLEARING ACTIVITY		11,842.24				180,264.14
206229,	NET PAYROLL TRANSFER	6/30/2022					
PRJ,	Payroll Journals						(64,289.17)
AP JUN,	AP CLEARING JUNE	6/30/2022					(37,980.63)
	RECUTILITY						
	REC MED/DEN/FLEX/Rx CHECKS APR						
206246,	DUETOFROM	6/30/2022					
	<b>TOTALS</b>		11,842.24	-	-	-	72,170.01

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

**June-22**

JE's	Description	Finance Business Date	10	12	13	30	32
			Terminal Construction 10 11101	Sales Tax 12 11900	Land Preservation 13 11900	Mosquito Control 30 11900	Sage Grouse 32 11900
206082,	STND1: VEHICLE/EQUIPMENT RENT	6/30/2022					
206083,	STND2: BUDGETED INTERFUND TRANSF	6/30/2022		(10,935.00)		1,315.00	
206084,	STND3: MAPPING SYSTEM CHARGES	6/30/2022					
206085,	STND4: TELEPHONE/FAX SYSTEM CHARGES	6/30/2022					
206086,	STND5: COMPUTER SYSTEM CHARGES	6/30/2022					
204360,	MATERIAL USAGE APR	4/30/2022					
204359,	EQUIPMENT USAGE APR	4/30/2022					
206103,	WEED RENT TO AIRPORT JUN	6/30/2022					
203410,	RECLASS	6/30/2022					
206208,	REC MED/DEN/FLEX/RX CHECKS JUN	6/30/2022					
206230,	DHS RENT JUN	6/30/2022					
206231,	RECORD PW COMP EARNED JUN	6/30/2022					
206238,	DHS ATTY	6/30/2022					
MAY GBI,	LANDFILL INTERFUND TRANSFERS	5/31/2022					
	LANDFILL ALLOCATION MAY						
206244,	PH PHOTOCOPY JUN	6/30/2022					
	DHS RENT MAY						
206240,	MOTORPOOL RENTS JUN	6/30/2022					
206245,	REVENUE CLEARING ACTIVITY			326,710.43	62,210.61		
206229,	NET PAYROLL TRANSFER	6/30/2022					
PRJ,	Payroll Journals						
AP JUN,	AP CLEARING JUNE	6/30/2022		(102,840.76)		(16,764.61)	(180.00)
	RECUTILITY						
	REC MED/DEN/FLEX/Rx CHECKS APR						
206246,	DUETOFROM	6/30/2022					
	<b>TOTALS</b>		-	212,934.67	62,210.61	(15,449.61)	(180.00)

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

**June-22**

JE's	Description	Finance Business Date	<b>34</b>	<b>41</b>	<b>43</b>	<b>50</b>	50
			Risk Management 34 11900	Airport Construction 41 11900	Capital Expenditures 43 11900	Sewer Fund 50 11900	Sewer Bond Reserve 50 11101
206082,	STND1: VEHICLE/EQUIPMENT RENT	6/30/2022				(397.12)	
206083,	STND2: BUDGETED INTERFUND TRANSF	6/30/2022				(4,216.64)	
206084,	STND3: MAPPING SYSTEM CHARGES	6/30/2022					
206085,	STND4: TELEPHONE/FAX SYSTEM CHARGES	6/30/2022					
206086,	STND5: COMPUTER SYSTEM CHARGES	6/30/2022					
204360,	MATERIAL USAGE APR	4/30/2022					
204359,	EQUIPMENT USAGE APR	4/30/2022				(9.50)	
206103,	WEED RENT TO AIRPORT JUN	6/30/2022					
203410,	RECLASS	6/30/2022					
206208,	REC MED/DEN/FLEX/RX CHECKS JUN	6/30/2022					
206230,	DHS RENT JUN	6/30/2022					
206231,	RECORD PW COMP EARNED JUN	6/30/2022					
206238,	DHS ATTY	6/30/2022					
MAY GBI,	LANDFILL INTERFUND TRANSFERS	5/31/2022					
	LANDFILL ALLOCATION MAY						
206244,	PH PHOTOCOPY JUN	6/30/2022					
	DHS RENT MAY						
206240,	MOTORPOOL RENTS JUN	6/30/2022					
206245,	REVENUE CLEARING ACTIVITY			3,252,932.83	2,031,785.98		
206229,	NET PAYROLL TRANSFER	6/30/2022					
PRJ,	Payroll Journals					(3,915.16)	
AP JUN,	AP CLEARING JUNE	6/30/2022	(1,899.07)	(2,499,497.37)	(322,776.61)	(60,385.80)	
	RECUTILITY						
	REC MED/DEN/FLEX/Rx CHECKS APR						
206246,	DUETOFROM	6/30/2022					
	<b>TOTALS</b>		(1,899.07)	753,435.46	1,709,009.37	(68,924.22)	-

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

**June-22**

JE's	Description	Finance Business Date	51	51	52	52	52
			Water Fund 51 11900	Water Bond Reserve 51 11101	Solid Waste 52 11900	Landfill Closure 52 11101	Landfill Construction 52 11102
206082,	STND1: VEHICLE/EQUIPMENT RENT	6/30/2022	(576.68)		(12,618.14)		
206083,	STND2: BUDGETED INTERFUND TRANSF	6/30/2022	1,558.31		(6,092.49)		
206084,	STND3: MAPPING SYSTEM CHARGES	6/30/2022	(661.50)				
206085,	STND4: TELEPHONE/FAX SYSTEM CHARGES	6/30/2022			(30.00)		
206086,	STND5: COMPUTER SYSTEM CHARGES	6/30/2022	(133.33)		(290.00)		
204360,	MATERIAL USAGE APR	4/30/2022					
204359,	EQUIPMENT USAGE APR	4/30/2022	(360.00)		(8,779.22)		
206103,	WEED RENT TO AIRPORT JUN	6/30/2022					
203410,	RECLASS	6/30/2022					
206208,	REC MED/DEN/FLEX/RX CHECKS JUN	6/30/2022					
206230,	DHS RENT JUN	6/30/2022					
206231,	RECORD PW COMP EARNED JUN	6/30/2022			(974.13)		
206238,	DHS ATTY	6/30/2022					
MAY GBI,	LANDFILL INTERFUND TRANSFERS	5/31/2022			83.93		
	LANDFILL ALLOCATION MAY						
206244,	PH PHOTOCOPY JUN	6/30/2022					
	DHS RENT MAY						
206240,	MOTORPOOL RENTS JUN	6/30/2022					
206245,	REVENUE CLEARING ACTIVITY				3,920.90		
206229,	NET PAYROLL TRANSFER	6/30/2022					
PRJ,	Payroll Journals		(8,782.55)		(49,643.03)		
AP JUN,	AP CLEARING JUNE	6/30/2022	(14,071.33)		(26,202.09)		
	RECUTILITY						
	REC MED/DEN/FLEX/Rx CHECKS APR						
206246,	DUETOFROM	6/30/2022					
	<b>TOTALS</b>		(23,027.08)	-	(100,624.27)	-	-

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

**June-22**

JE's	Description	Finance Business Date	70	70	70	71	71
			Housing Authority 70 11900	Hsg Auth Deposits 70 11101	Hsg Auth Hsg Sales 70 11102	Senior Housing 71 11900	Senior Hsg. Deposits 71 11101
206082,	STND1: VEHICLE/EQUIPMENT RENT	6/30/2022					
206083,	STND2: BUDGETED INTERFUND TRANSF	6/30/2022	(810.00)				
206084,	STND3: MAPPING SYSTEM CHARGES	6/30/2022	(22.08)				
206085,	STND4: TELEPHONE/FAX SYSTEM CHARGES	6/30/2022					
206086,	STND5: COMPUTER SYSTEM CHARGES	6/30/2022					
204360,	MATERIAL USAGE APR	4/30/2022					
204359,	EQUIPMENT USAGE APR	4/30/2022					
206103,	WEED RENT TO AIRPORT JUN	6/30/2022					
203410,	RECLASS	6/30/2022					
206208,	REC MED/DEN/FLEX/RX CHECKS JUN	6/30/2022					
206230,	DHS RENT JUN	6/30/2022					
206231,	RECORD PW COMP EARNED JUN	6/30/2022					
206238,	DHS ATTY	6/30/2022					
MAY GBI,	LANDFILL INTERFUND TRANSFERS	5/31/2022					
	LANDFILL ALLOCATION MAY						
206244,	PH PHOTOCOPY JUN	6/30/2022					
	DHS RENT MAY						
206240,	MOTORPOOL RENTS JUN	6/30/2022					
206245,	REVENUE CLEARING ACTIVITY					9,346.00	
206229,	NET PAYROLL TRANSFER	6/30/2022					
PRJ,	Payroll Journals						
AP JUN,	AP CLEARING JUNE	6/30/2022	(1,398.00)			(11,863.61)	
	RECUTILITY						
	REC MED/DEN/FLEX/Rx CHECKS APR						
206246,	DUETOFROM	6/30/2022				2,517.61	
	TOTALS		(2,230.08)	-	-	-	-

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

**June-22**

JE's	Description	Finance Business Date	72	80	82	90	90
			Assisted Living 72 11900	Internal Service I 80 11900	Internal Service II 82 11900	Health Insurance 90 11900	Health Claims Clearing 90 11101
206082,	STND1: VEHICLE/EQUIPMENT RENT	6/30/2022		34,672.56			
206083,	STND2: BUDGETED INTERFUND TRANSF	6/30/2022		3,106.66	(5,305.00)	(4,888.33)	
206084,	STND3: MAPPING SYSTEM CHARGES	6/30/2022			14,289.14		
206085,	STND4: TELEPHONE/FAX SYSTEM CHARGES	6/30/2022		(30.00)	5,370.00		
206086,	STND5: COMPUTER SYSTEM CHARGES	6/30/2022		(253.33)	29,589.14		
204360,	MATERIAL USAGE APR	4/30/2022		24,939.34			
204359,	EQUIPMENT USAGE APR	4/30/2022		68,494.74			
206103,	WEED RENT TO AIRPORT JUN	6/30/2022					
203410,	RECLASS	6/30/2022				20.00	
206208,	REC MED/DEN/FLEX/RX CHECKS JUN	6/30/2022				(128,193.51)	131,690.54
206230,	DHS RENT JUN	6/30/2022					
206231,	RECORD PW COMP EARNED JUN	6/30/2022		(172.21)			
206238,	DHS ATTY	6/30/2022					
MAY GBI,	LANDFILL INTERFUND TRANSFERS	5/31/2022					
	LANDFILL ALLOCATION MAY						
206244,	PH PHOTOCOPY JUN	6/30/2022			448.80		
	DHS RENT MAY						
206240,	MOTORPOOL RENTS JUN	6/30/2022		5,759.58	(138.65)		
206245,	REVENUE CLEARING ACTIVITY						
206229,	NET PAYROLL TRANSFER	6/30/2022					
PRJ,	Payroll Journals			(45,455.31)	(25,846.40)	194,058.36	
AP JUN,	AP CLEARING JUNE	6/30/2022		(101,472.93)	(11,180.84)	(41,253.09)	
	RECUTILITY						
	REC MED/DEN/FLEX/Rx CHECKS APR						
206246,	DUETOFROM	6/30/2022					
	<b>TOTALS</b>		-	(10,410.90)	7,226.19	19,743.43	131,690.54

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

**June-22**

JE's	Description	Finance Business Date	91 Marketing District 91 11900	92 Transportation Authority 92 11900	93 Public Trustee 93 11900	95 Accounts Pay Clearing 95 11121	95 Payroll Clearing 95 11122
206082,	STND1: VEHICLE/EQUIPMENT RENT	6/30/2022					
206083,	STND2: BUDGETED INTERFUND TRANSF	6/30/2022	(3,465.83)	(975.00)			
206084,	STND3: MAPPING SYSTEM CHARGES	6/30/2022					
206085,	STND4: TELEPHONE/FAX SYSTEM CHARGES	6/30/2022			(30.00)		
206086,	STND5: COMPUTER SYSTEM CHARGES	6/30/2022			(200.00)		
204360,	MATERIAL USAGE APR	4/30/2022					
204359,	EQUIPMENT USAGE APR	4/30/2022					
206103,	WEED RENT TO AIRPORT JUN	6/30/2022					
203410,	RECLASS	6/30/2022					
206208,	REC MED/DEN/FLEX/RX CHECKS JUN	6/30/2022					
206230,	DHS RENT JUN	6/30/2022					
206231,	RECORD PW COMP EARNED JUN	6/30/2022					
206238,	DHS ATTY	6/30/2022					
MAY GBI,	LANDFILL INTERFUND TRANSFERS	5/31/2022					
	LANDFILL ALLOCATION MAY						
206244,	PH PHOTOCOPY JUN	6/30/2022					
	DHS RENT MAY						
206240,	MOTORPOOL RENTS JUN	6/30/2022					
206245,	REVENUE CLEARING ACTIVITY		86,416.51	367,195.03			
206229,	NET PAYROLL TRANSFER	6/30/2022					770,212.00
PRJ,	Payroll Journals				(4,701.72)		
AP JUN,	AP CLEARING JUNE	6/30/2022	(289,361.67)	(792,633.34)	(127.45)	5,026,247.43	
	RECUTILITY						
	REC MED/DEN/FLEX/Rx CHECKS APR						
206246,	DUETOFROM	6/30/2022					
	<b>TOTALS</b>		<b>(206,410.99)</b>	<b>(426,413.31)</b>	<b>(5,059.17)</b>	<b>5,026,247.43</b>	<b>770,212.00</b>

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

---

**Agenda Item:** Vouchers and Transfers: Sales Tax - LMD Reports

---

**Action Requested:**

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

May 2022 Sales Tax and Local Marketing District Tax Reports

**Fiscal Impact:** See reports.

**Submitted by:** Kelly Weak

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 7/14/2022

---

**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: 7/15/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 7/19/2022

---

Gunnison County, Colorado  
 County Taxable Sales  
 For the Year Ended 12/31/22

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	18,967,548	18,062,071	20,438,936	17,890,614	20,669,031	0	0	0	0	0	0	0	96,028,200
Crested Butte	14,992,677	16,681,498	17,221,472	7,933,378	8,726,989	0	0	0	0	0	0	0	65,556,014
Mt. Crested Butte	6,535,099	8,287,717	12,249,117	2,144,364	1,548,296	0	0	0	0	0	0	0	30,764,593
Marble	102,381	141,319	148,498	113,763	262,147	0	0	0	0	0	0	0	768,108
Pitkin	16,078	57,347	54,260	93,995	64,328	0	0	0	0	0	0	0	286,008
Unincorporated	11,167,071	10,312,892	13,338,354	11,108,839	13,524,789	0	0	0	0	0	0	0	59,451,945
<b>TOTAL TAXABLE SALES</b>	<b>51,780,854</b>	<b>53,542,844</b>	<b>63,450,637</b>	<b>39,284,953</b>	<b>44,795,580</b>	<b>0</b>	<b>252,854,868</b>						
<b>Computed 1% Sales Tax</b>	<b>517,808.54</b>	<b>535,428.44</b>	<b>634,506.37</b>	<b>392,849.53</b>	<b>447,955.80</b>	<b>0.00</b>	<b>2,528,548.68</b>						
<b>% Incr(Decr) of 2022 over 2021</b>	<b>22.44%</b>	<b>16.01%</b>	<b>22.41%</b>	<b>10.51%</b>	<b>11.23%</b>								

For the Year Ended 12/31/21

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	16,592,456	17,005,091	17,498,356	17,802,918	19,214,279	24,686,272	27,342,687	25,690,327	28,897,715	21,293,379	19,815,858	20,077,443	255,916,781
Crested Butte	12,513,507	13,017,048	16,540,802	7,696,158	9,230,655	16,590,751	21,120,859	17,427,006	16,891,778	11,762,498	9,192,482	15,932,227	167,915,771
Mt. Crested Butte	4,990,371	6,986,247	7,855,129	2,046,403	1,593,221	3,321,433	6,366,186	4,286,626	3,622,579	2,451,522	1,780,870	6,108,786	51,409,373
Marble	134,091	110,204	163,848	95,749	262,325	495,547	512,659	388,561	530,582	347,595	89,599	150,251	3,281,011
Pitkin	60,157	74,791	61,971	51,597	114,822	254,657	292,045	275,076	175,385	76,561	191,747	80,553	1,709,362
Unincorporated	7,999,252	8,959,136	9,714,171	7,854,839	9,857,208	15,130,334	14,954,200	14,206,055	13,942,015	11,130,388	11,297,526	13,232,335	138,277,459
<b>TOTAL TAXABLE SALES</b>	<b>42,289,834</b>	<b>46,152,517</b>	<b>51,834,277</b>	<b>35,547,664</b>	<b>40,272,510</b>	<b>60,478,994</b>	<b>70,588,636</b>	<b>62,273,651</b>	<b>64,060,054</b>	<b>47,061,943</b>	<b>42,368,082</b>	<b>55,581,595</b>	<b>618,509,757</b>
<b>Computed 1% Sales Tax</b>	<b>422,898.34</b>	<b>461,525.17</b>	<b>518,342.77</b>	<b>355,476.64</b>	<b>402,725.10</b>	<b>604,789.94</b>	<b>705,886.36</b>	<b>622,736.51</b>	<b>640,600.54</b>	<b>470,619.43</b>	<b>423,680.82</b>	<b>555,815.95</b>	<b>6,185,097.57</b>
<b>% Incr(Decr) of 2021 over 2020</b>	<b>11.54%</b>	<b>21.90%</b>	<b>67.66%</b>	<b>39.42%</b>	<b>34.53%</b>	<b>40.95%</b>	<b>22.20%</b>	<b>17.97%</b>	<b>12.51%</b>	<b>12.30%</b>	<b>19.99%</b>	<b>10.12%</b>	<b>23.65%</b>

	Y-T-D 2021 TOTAL	Y-T-D 2022 TOTAL	Difference	%
City of Gunnison	88,113,100	96,028,200	7,915,100	8.98%
Crested Butte	58,998,170	65,556,014	6,557,844	11.12%
Mt. Crested Butte	23,471,371	30,764,593	7,293,222	31.07%
Marble	766,217	768,108	1,891	0.25%
Pitkin	363,338	286,008	(77,330)	-21.28%
Unincorporated	44,384,606	59,451,945	15,067,339	33.95%
<b>TOTAL TAXABLE SALES</b>	<b>216,096,802</b>	<b>252,854,868</b>	<b>36,758,066</b>	<b>17.01%</b>
<b>TOTAL COUNTY REVENUE</b>	<b>1,214,002</b>	<b>1,473,129</b>	<b>259,127</b>	<b>21.34%</b>

	Y-T-D 2020 TOTAL	Y-T-D 2021 TOTAL	Difference	%
City of Gunnison	71,656,027	88,113,100	16,457,073	22.97%
Crested Butte	37,029,901	58,998,170	21,968,269	59.33%
Mt. Crested Butte	16,688,987	23,471,371	6,782,384	40.64%
Marble	483,898	766,217	282,319	58.34%
Pitkin	186,249	363,338	177,089	95.08%
Unincorporated	36,080,488	44,384,606	8,304,118	23.02%
<b>TOTAL TAXABLE SALES</b>	<b>162,125,550</b>	<b>216,096,802</b>	<b>53,971,252</b>	<b>33.29%</b>
<b>TOTAL COUNTY REVENUE</b>	<b>910,210</b>	<b>1,214,002</b>	<b>303,792</b>	<b>33.38%</b>

**PREVIOUS YEARS FOR COMPARISON**

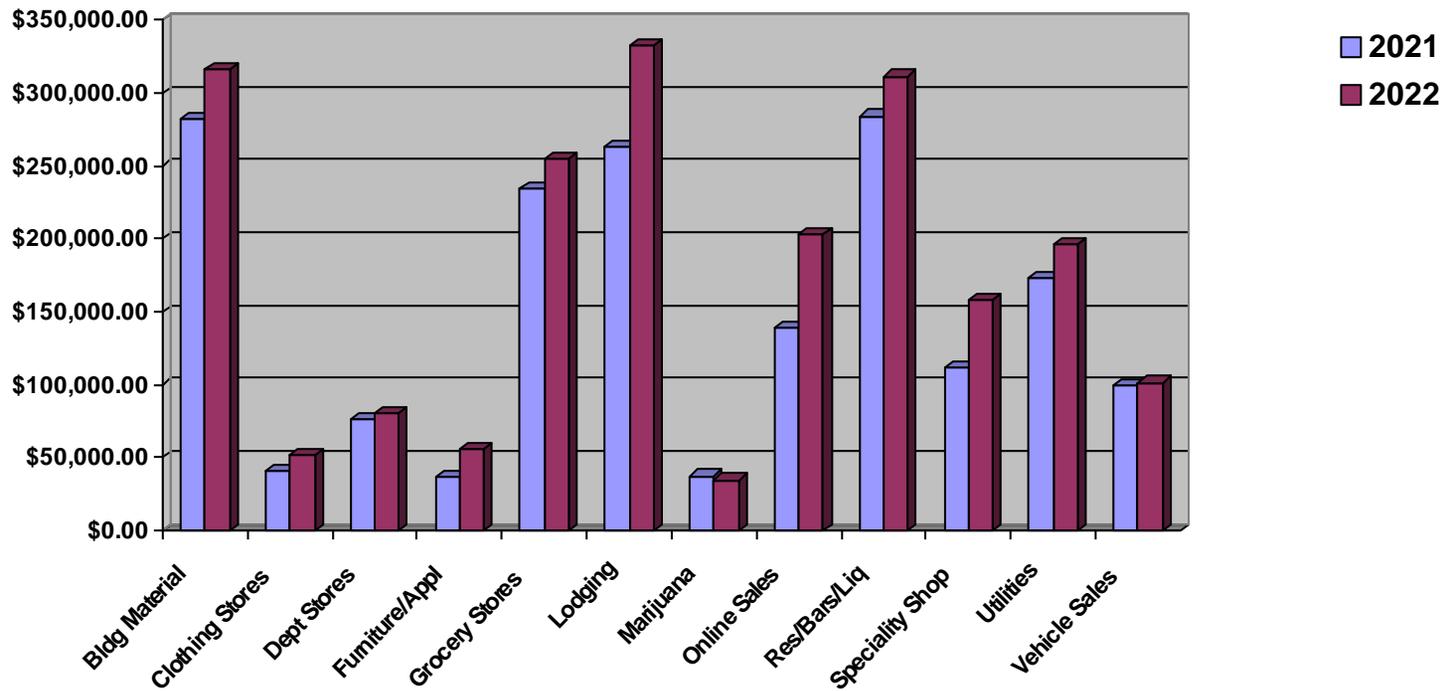
	2019 TOTAL	2020 TOTAL	Difference	%
City of Gunnison	208,654,907	217,223,917	8,569,010	4.11%
Crested Butte	124,011,858	129,700,628	5,688,770	4.59%
Mt. Crested Butte	41,690,589	36,716,482	(4,974,107)	-11.93%
Marble	2,611,538	2,857,002	245,464	9.40%
Pitkin	1,485,301	1,278,152	(207,149)	-13.95%
Unincorporated	78,846,346	112,437,436	33,591,090	42.60%
<b>TOTAL TAXABLE SALES</b>	<b>457,300,539</b>	<b>500,213,617</b>	<b>42,913,078</b>	<b>9.38%</b>

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

**SALES TAX REVENUE COMPARISONS**

YEAR													Total	Year to Date	Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
2022	Current Month TOTAL COUNTY REVENUE	\$ 297,058.63	\$ 301,597.68	\$ 366,263.96	\$ 234,287.96	\$ 273,920.85								\$ 1,473,129.08	\$ 1,473,129.08	\$ 3,406,600.00
	% Change over previous year (monthly)	27.08%	16.95%	26.27%	17.54%	17.58%									21.34%	43.24%
2021	Current Month TOTAL COUNTY REVENUE	\$ 233,764.43	\$ 257,877.27	\$ 290,061.24	\$ 199,331.52	\$ 232,967.59	\$ 360,365.64	\$ 410,033.18	\$ 364,717.53	\$ 372,329.35	\$ 273,280.66	\$ 250,647.04	\$ 326,388.65	\$ 3,571,764.10	\$ 1,214,002.05	\$ 3,406,600.00
	% Change over previous year (monthly)	10.45%	19.35%	71.68%	39.31%	36.67%	43.26%	22.38%	19.85%	14.40%	14.65%	22.07%	9.15%		33.38%	35.64%
2020	Current Month TOTAL COUNTY REVENUE	\$ 211,645.49	\$ 216,060.62	\$ 168,955.20	\$ 143,088.55	\$ 170,460.34	\$ 251,543.96	\$ 335,046.12	\$ 304,308.97	\$ 325,464.58	\$ 238,366.46	\$ 205,331.59	\$ 299,015.41	\$ 2,869,287.29	\$ 910,210.20	\$ 2,364,672.12
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		15.56%	38.49%
2019	Current Month TOTAL COUNTY REVENUE	\$ 170,067.96	\$ 166,941.31	\$ 175,741.46	\$ 132,172.13	\$ 142,697.59	\$ 237,026.29	\$ 315,888.42	\$ 272,815.87	\$ 247,730.77	\$ 201,759.56	\$ 179,763.86	\$ 260,373.24	\$ 2,502,978.46	\$ 787,620.45	\$ 2,110,144.44
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		6.63%	37.33%
2018	Current Month TOTAL COUNTY REVENUE	\$ 158,998.15	\$ 147,877.26	\$ 168,534.55	\$ 120,215.15	\$ 143,035.31	\$ 214,044.30	\$ 282,456.83	\$ 233,447.74	\$ 276,580.27	\$ 159,001.17	\$ 125,310.95	\$ 194,759.60	\$ 2,224,261.28	\$ 738,660.42	\$ 1,924,050.00
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		9.69%	38.39%
2017	Current Month TOTAL COUNTY REVENUE	\$ 139,392.05	\$ 147,046.94	\$ 175,494.85	\$ 96,225.07	\$ 115,278.76	\$ 183,923.35	\$ 225,051.99	\$ 239,240.43	\$ 200,934.31	\$ 141,366.34	\$ 116,835.75	\$ 182,355.98	\$ 1,963,145.82	\$ 673,437.67	\$ 1,838,400.00
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		2.13%	36.63%
2016	Current Month TOTAL COUNTY REVENUE	\$ 125,157.30	\$ 162,978.56	\$ 157,480.34	\$ 104,370.28	\$ 109,392.20	\$ 180,729.23	\$ 236,844.80	\$ 228,536.23	\$ 188,023.92	\$ 120,347.56	\$ 95,627.52	\$ 172,116.30	\$ 1,881,604.24	\$ 659,378.68	\$ 1,838,000.00
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		11.54%	35.87%
2015	Current Month TOTAL COUNTY REVENUE	\$ 126,678.67	\$ 125,794.53	\$ 150,379.22	\$ 85,651.79	\$ 102,663.54	\$ 165,070.67	\$ 230,768.25	\$ 195,967.70	\$ 196,937.46	\$ 113,087.50	\$ 100,454.29	\$ 165,122.68	\$ 1,758,576.30	\$ 591,167.75	\$ 1,590,000.00
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		9.91%	37.18%
2014	Current Month TOTAL COUNTY REVENUE	\$ 111,193.82	\$ 111,264.35	\$ 135,936.02	\$ 79,959.58	\$ 99,519.75	\$ 148,591.26	\$ 217,271.71	\$ 182,557.86	\$ 181,452.74	\$ 107,834.56	\$ 96,183.39	\$ 151,915.60	\$ 1,623,680.64	\$ 537,873.52	\$ 1,472,000.00
	% Change over previous year (monthly)	0.79%	4.46%	4.02%	6.01%	8.73%	5.16%	7.10%	9.55%	23.01%	-0.72%	6.56%	9.74%		4.55%	36.54%
2013	Current Month TOTAL COUNTY REVENUE	\$ 110,323.53	\$ 106,514.20	\$ 130,684.01	\$ 75,428.71	\$ 91,528.08	\$ 141,300.06	\$ 202,862.92	\$ 166,649.18	\$ 147,508.85	\$ 108,616.50	\$ 90,259.56	\$ 138,427.93	\$ 1,510,103.53	\$ 514,478.53	\$ 1,425,560.00
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%		4.61%	36.09%
2012	Current Month TOTAL COUNTY REVENUE	\$ 92,940.69	\$ 110,678.57	\$ 116,280.84	\$ 77,835.01	\$ 94,048.48	\$ 145,374.41	\$ 181,344.11	\$ 141,276.47	\$ 132,636.58	\$ 96,095.54	\$ 88,302.36	\$ 131,131.54	\$ 1,407,944.60	\$ 491,783.59	\$ 1,329,266.00
	% Change over previous year (monthly)	-5.63%	11.73%	-2.46%	8.75%	16.00%	21.77%	2.09%	-10.04%	0.67%	5.01%	3.11%	-7.50%		4.77%	37.00%
2011	Current Month TOTAL COUNTY REVENUE	\$ 98,483.50	\$ 99,062.88	\$ 119,211.37	\$ 71,571.55	\$ 81,077.59	\$ 119,386.11	\$ 177,639.68	\$ 157,047.23	\$ 131,749.00	\$ 91,514.44	\$ 85,637.00	\$ 141,760.78	\$ 1,374,141.13	\$ 469,406.89	\$ 1,314,611.00
	% Change over previous year (monthly)	0.08%	2.33%	-6.44%	6.03%	5.34%	-4.07%	4.40%	1.19%	9.97%	-2.08%	3.07%	4.34%		0.50%	35.71%
2010	Current Month TOTAL COUNTY REVENUE	\$ 98,400.27	\$ 96,807.67	\$ 127,414.83	\$ 67,498.88	\$ 76,966.39	\$ 124,445.99	\$ 170,158.18	\$ 155,201.21	\$ 119,801.59	\$ 93,460.15	\$ 83,089.19	\$ 135,867.11	\$ 1,349,111.46	\$ 467,088.04	\$ 1,448,152.00

# 2021/2022 YTD INDUSTRY COMPARISON AS OF MAY



---

May 2022

*Taxes by Industry*

---

<b>Amusement &amp; Entertainment</b>	\$12,611.80
<b>Bldg Material &amp; Trades</b>	\$79,867.73
<b>Clothing Stores</b>	\$5,158.81
<b>Department Stores</b>	\$18,842.65
<b>Furniture &amp; Appliance Stores</b>	\$10,729.47
<b>Gas/Convenience Stores</b>	\$6,599.26
<b>Grocery Stores</b>	\$48,403.33
<b>Lodging</b>	\$32,525.62
<b>Manufacturing</b>	\$12,767.10
<b>Marijuana</b>	\$5,584.37
<b>Miscellaneous Services</b>	\$32,601.66
<b>Online Sales</b>	\$62,333.33
<b>Ranching &amp; Agriculture</b>	\$196.23
<b>Restaurant/Bars/Liquor Stores</b>	\$45,057.13
<b>Specialty Shops</b>	\$28,564.39
<b>Utilities</b>	\$27,201.34
<b>Vehicle Sales/Parts/Services</b>	\$18,911.58
<b><i>GRAND TOTAL:</i></b>	<b>\$447,955.80</b>

---

# *Taxes by Industry and Jurisdiction*

## May 2022

---

### **Amusement & Entertainment**

<i>Almont</i>	1138.00
<i>Crested Butte</i>	2756.27
<i>Gunnison</i>	6849.60
<i>Marble</i>	16.55
<i>Mt. Crested Butte</i>	18.42
<i>Ohio City</i>	3.65
<i>Parlin</i>	8.63
<i>Pitkin</i>	1.12
<i>Rem of Cnty</i>	1816.52
<i>Somerset</i>	3.04

*Grand Total By Industry:* \$12,611.80

### **Bldg Material & Trades**

<i>Almont</i>	5.54
<i>Crested Butte</i>	23860.79
<i>Gunnison</i>	43181.76
<i>Marble</i>	211.95
<i>Mt. Crested Butte</i>	1077.25
<i>Ohio City</i>	36.00
<i>Pitkin</i>	6.72
<i>Rem of Cnty</i>	11312.20
<i>Somerset</i>	175.52

*Grand Total By Industry:* \$79,867.73

### **Clothing Stores**

<i>Almont</i>	45.30
<i>Crested Butte</i>	2242.39
<i>Gunnison</i>	2289.25
<i>Marble</i>	8.02
<i>Mt. Crested Butte</i>	198.45
<i>Ohio City</i>	6.10
<i>Parlin</i>	5.17
<i>Pitkin</i>	1.84
<i>Powderhorn</i>	3.63
<i>Rem of Cnty</i>	345.95

---

<i>Somerset</i>	3.49
<i>Tincup</i>	9.22

***Grand Total By Industry:*** \$5,158.81

**Department Stores**

<i>Almont</i>	6.27
<i>Crested Butte</i>	1496.41
<i>Gunnison</i>	16369.86
<i>Marble</i>	7.32
<i>Mt. Crested Butte</i>	78.65
<i>Ohio City</i>	18.63
<i>Pitkin</i>	38.64
<i>Rem of Cnty</i>	771.31
<i>Somerset</i>	55.56

***Grand Total By Industry:*** \$18,842.65

**Furniture & Appliance Stores**

<i>Almont</i>	86.16
<i>Crested Butte</i>	2218.28
<i>Gunnison</i>	3718.20
<i>Marble</i>	198.69
<i>Mt. Crested Butte</i>	1780.63
<i>Ohio City</i>	5.67
<i>Pitkin</i>	22.83
<i>Rem of Cnty</i>	2669.12
<i>Somerset</i>	29.89

***Grand Total By Industry:*** \$10,729.47

**Gas/Convenience Stores**

<i>Crested Butte</i>	732.21
<i>Gunnison</i>	5083.80
<i>Pitkin</i>	79.94
<i>Rem of Cnty</i>	703.31

***Grand Total By Industry:*** \$6,599.26

**Grocery Stores**

<i>Almont</i>	29.22
<i>Crested Butte</i>	7897.92
<i>Gunnison</i>	39846.61
<i>Marble</i>	56.99
<i>Mt. Crested Butte</i>	33.63
<i>Ohio City</i>	289.52

<i>Rem of Cnty</i>	236.48
<i>Somerset</i>	12.96

***Grand Total By Industry:*** \$48,403.33

**Lodging**

<i>Almont</i>	2449.13
<i>Crested Butte</i>	5817.97
<i>Gunnison</i>	11408.59
<i>Marble</i>	441.15
<i>Mt. Crested Butte</i>	6449.56
<i>Ohio City</i>	5.50
<i>Pitkin</i>	58.11
<i>Powderhorn</i>	345.31
<i>Rem of Cnty</i>	5353.85
<i>Somerset</i>	196.45

***Grand Total By Industry:*** \$32,525.62

**Manufacturing**

<i>Almont</i>	0.92
<i>Crested Butte</i>	4941.01
<i>Gunnison</i>	2688.60
<i>Marble</i>	6.89
<i>Mt. Crested Butte</i>	484.39
<i>Ohio City</i>	310.02
<i>Pitkin</i>	164.08
<i>Powderhorn</i>	1.29
<i>Rem of Cnty</i>	3301.94
<i>Somerset</i>	842.17
<i>Tincup</i>	25.79

***Grand Total By Industry:*** \$12,767.10

**Marijuana**

<i>Crested Butte</i>	1623.95
<i>Gunnison</i>	3959.60
<i>Mt. Crested Butte</i>	0.82

***Grand Total By Industry:*** \$5,584.37

**Miscellaneous Services**

<i>Almont</i>	4052.10
<i>Crested Butte</i>	7501.78
<i>Gunnison</i>	10638.76
<i>Marble</i>	47.68

<i>Mt. Crested Butte</i>	414.86
<i>Ohio City</i>	110.69
<i>Parlin</i>	1.51
<i>Pitkin</i>	15.41
<i>Powderhorn</i>	1.89
<i>Rem of Cnty</i>	8878.07
<i>Somerset</i>	938.91

***Grand Total By Industry:*** \$32,601.66

**Online Sales**

<i>Rem of Cnty</i>	62333.33
--------------------	----------

***Grand Total By Industry:*** \$62,333.33

**Ranching & Agriculture**

<i>Marble</i>	28.85
<i>Rem of Cnty</i>	167.38

***Grand Total By Industry:*** \$196.23

**Restaurant/Bars/Liquor Stores**

<i>Crested Butte</i>	13737.00
<i>Gunnison</i>	27407.78
<i>Marble</i>	1277.39
<i>Mt. Crested Butte</i>	326.32
<i>Pitkin</i>	23.86
<i>Rem of Cnty</i>	2284.78

***Grand Total By Industry:*** \$45,057.13

**Specialty Shops**

<i>Almont</i>	33.88
<i>Crested Butte</i>	7249.92
<i>Gunnison</i>	13103.65
<i>Marble</i>	74.06
<i>Mt. Crested Butte</i>	383.28
<i>Ohio City</i>	17.14
<i>Parlin</i>	15.42
<i>Pitkin</i>	16.93
<i>Powderhorn</i>	15.14
<i>Rem of Cnty</i>	4314.09
<i>Somerset</i>	3340.88

***Grand Total By Industry:*** \$28,564.39

**Utilities**

<i>Almont</i>	1207.18
---------------	---------

<i>Crested Butte</i>	3608.92
<i>Gunnison</i>	6772.16
<i>Marble</i>	157.48
<i>Mt. Crested Butte</i>	4141.17
<i>Ohio City</i>	220.22
<i>Parlin</i>	0.10
<i>Pitkin</i>	163.79
<i>Rem of Cnty</i>	10742.04
<i>Somerset</i>	188.28

***Grand Total By Industry:*** \$27,201.34

**Vehicle Sales/Parts/Services**

<i>Almont</i>	12.88
<i>Crested Butte</i>	1585.07
<i>Gunnison</i>	13372.09
<i>Marble</i>	88.45
<i>Mt. Crested Butte</i>	95.53
<i>Pitkin</i>	50.01
<i>Rem of Cnty</i>	3379.62
<i>Somerset</i>	327.93

***Grand Total By Industry:*** \$18,911.58

\$447,955.80

**COMPARATIVE MARKETING DISTRICT TAX FIGURES**

YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2022	Current Month Net Collection	327,256.87	341,717.00	577,721.00	87,056.10	121,610.00									
	Interest Credit	35.00	199.00	11.00	-	1.00									
	Program Cost	142.12	151.65	226.31	233.30	283.10									
	Current Total Distribution	\$ 327,433.99	\$ 342,067.65	\$ 577,958.31	\$ 87,289.40	\$ 121,894.10								\$ 1,456,643.45	\$ 1,456,643.45
	% Change over previous year (cumulative)	28.01%	15.91%	27.14%	24.01%	22.46%									
2021	Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
	Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
	Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
	Current Total Distribution	\$ 255,793.86	\$ 321,802.16	\$ 403,591.57	\$ 95,161.04	\$ 113,119.09	\$ 373,494.58	\$ 478,803.13	\$ 367,144.34	\$ 430,845.10	\$ 170,090.37	\$ 144,541.99	\$ 335,612.28	\$ 3,489,999.51	\$ 1,189,467.72
	% Change over previous year (cumulative)	32.88%	40.50%	64.94%	60.58%	70.92%	78.01%	65.77%	56.82%	49.45%	46.60%	46.37%	43.19%	43.19%	
2020	Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
	Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
	Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
	Current Total Distribution	\$ 192,500.17	\$ 218,603.53	\$ 183,757.74	\$ 75,416.30	\$ 25,651.18	\$ 182,097.76	\$ 353,688.55	\$ 304,421.93	\$ 364,005.62	\$ 152,900.68	\$ 102,034.07	\$ 282,197.01	\$ 2,437,274.54	\$ 695,928.92
	% Change over previous year (cumulative)	5.75%	14.23%	4.43%	-0.06%	-6.11%	-7.23%	-1.96%	1.44%	6.08%	8.70%	9.33%	11.38%	11.38%	
2019	Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
	Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
	Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
	Current Total Distribution	\$ 182,039.77	\$ 177,839.06	\$ 209,741.18	\$ 101,064.11	\$ 70,528.24	\$ 205,251.69	\$ 309,873.15	\$ 258,026.69	\$ 276,903.79	\$ 97,483.25	\$ 82,406.90	\$ 217,147.56	\$ 2,188,305.39	\$ 741,212.36
	% Change over previous year (cumulative)	20.51%	18.14%	7.37%	14.17%	10.98%	1.14%	0.56%	1.54%	0.29%	0.63%	1.63%	2.63%	2.63%	
2018	Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
	Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
	Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
	Current Total Distribution	\$ 151,063.95	\$ 153,562.48	\$ 225,891.35	\$ 56,935.50	\$ 80,398.66	\$ 267,971.63	\$ 313,473.14	\$ 242,085.43	\$ 294,660.46	\$ 90,869.56	\$ 62,626.33	\$ 192,678.64	\$ 2,132,217.13	\$ 667,851.94
	% Change over previous year (cumulative)	15.06%	8.18%	12.14%	-1.92%	1.85%	14.14%	14.88%	13.40%	14.18%	11.43%	12.48%	11.68%	11.68%	
2017	Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
	Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
	Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
	Current Total Distribution	\$ 131,290.57	\$ 150,312.93	\$ 191,482.05	\$ 125,862.00	\$ 56,778.43	\$ 164,148.89	\$ 267,632.86	\$ 227,618.97	\$ 249,060.13	\$ 120,135.29	\$ 40,050.89	\$ 184,856.73	\$ 1,909,229.74	\$ 655,725.98
	% Change over previous year (cumulative)	-14.99%	-11.93%	-2.37%	1.95%	3.02%	6.33%	4.67%	6.62%	7.27%	10.32%	9.96%	10.28%	10.28%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2016														
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	\$ 154,435.98	\$ 165,326.89	\$ 164,787.97	\$ 102,949.89	\$ 49,027.50	\$ 134,527.61	\$ 267,932.26	\$ 194,452.87	\$ 224,682.64	\$ 68,701.47	\$ 41,424.49	\$ 163,080.47	\$ 1,731,330.04	\$ 636,528.23
% Change over previous year (cumulative)	48.61%	40.79%	10.92%	24.08%	22.90%	18.62%	17.77%	13.06%	12.09%	11.70%	11.88%	14.85%		
2015														
Current Month Net Collection	103,887.62	123,026.98	209,636.18	36,499.60	44,147.00	133,997.56	231,925.85	208,642.67	209,796.56	65,936.00	34,600.13	105,526.52		
Interest Credit	20.00	167.00	17.00	69.00	258.00	77.00	193.84	(2.00)	17.90	29.00	156.68	265.31		
Program Cost	11.58	-	84.66	52.12	57.69	(1,998.18)	53.61	99.39	93.77	65.97	45.03	13.03		
Current Total Distribution	\$ 103,919.20	\$ 123,193.98	\$ 209,737.84	\$ 36,620.72	\$ 44,462.69	\$ 132,076.38	\$ 232,173.30	\$ 208,740.06	\$ 209,908.23	\$ 66,030.97	\$ 34,801.84	\$ 105,804.86	\$ 1,507,470.07	\$ 517,934.43
% Change over previous year (cumulative)	452.10%	608.71%	31.93%	39.95%	48.15%	17.49%	18.74%	20.42%	13.00%	13.44%	13.37%	8.87%		
2014														
Current Month Net Collection	18,792.00	13,080.60	299,068.76	7,142.00	11,227.36	205,225.14	189,618.00	163,004.00	245,097.00	53,500.77	31,347.96	148,224.44		
Interest Credit	7.00	105.00	-	29.00	15.00	53.00	57.00	15.00	74.08	41.92	112.44	32.00		
Program Cost	23.43	38.18	3.75	26.39	54.58	(1,640.70)	-	-	78.29	136.22	59.23	41.57		
Current Total Distribution	\$ 18,822.43	\$ 13,223.78	\$ 299,072.51	\$ 7,197.39	\$ 11,296.94	\$ 203,637.44	\$ 189,675.00	\$ 163,019.00	\$ 245,249.37	\$ 53,678.91	\$ 31,519.63	\$ 148,298.01	\$ 1,384,690.41	\$ 349,613.05
% Change over previous year (cumulative)	-0.02%	47.41%	8.74%	3.28%	6.57%	17.43%	48.17%	78.33%	20.71%	22.48%	25.45%	22.07%		
2013														
Current Month Net Collection	17,797.00	2,867.00	282,694.00	22,960.06	444.44	144,450.39	30,240.40	6,574.45	445,564.73	29,978.12	1,731.00	148,722.92		
Interest Credit	1,003.00	10.00	54.00	76.77	0.85	145.16	7.00	1.00	60.00	48.00	2.00	-		
Program Cost	26.17	36.03	4.41	32.95	60.91	(1,531.60)	31.01	37.97	10.38	68.74	85.05	6.87		
Current Total Distribution	\$ 18,826.17	\$ 2,913.03	\$ 282,752.41	\$ 23,069.78	\$ 506.20	\$ 143,063.95	\$ 30,278.41	\$ 6,613.42	\$ 445,635.11	\$ 30,094.86	\$ 1,818.05	\$ 148,729.79	\$ 1,134,301.18	\$ 328,067.59
% Change over previous year (cumulative)	-14.52%	-16.80%	14.02%	9.81%	5.99%	8.67%	6.42%	7.09%	6.98%	4.82%	4.27%	3.60%		
2012														
Current Month Net Collection	21,800.00	3,937.80	240,894.00	31,236.91	10,986.00	125,479.23	37,160.27	2,935.00	416,480.80	46,892.73	6,153.00	149,692.99		
Interest Credit	191.04	102.51	5.00	0.05	137.00	5.00	404.00	296.00	492.00	89.35	456.00	3.00		
Program Cost	33.14	64.89	17.14	27.61	89.58	(1,444.94)	33.43	(6.09)	76.83	96.51	96.78	10.30		
Current Total Distribution	\$ 22,024.18	\$ 4,105.20	\$ 240,916.14	\$ 31,264.57	\$ 11,212.58	\$ 124,039.29	\$ 37,597.70	\$ 3,224.91	\$ 417,049.63	\$ 47,078.59	\$ 6,705.78	\$ 149,706.29	\$ 1,094,924.86	\$ 309,522.67
% Change over previous year (cumulative)	16.10%	29.82%	-8.20%	-7.24%	-3.98%	-2.94%	3.28%	3.23%	8.23%	10.52%	11.11%	8.30%		
2011														
Current Month Net Collection	18,937.12	1,104.76	270,773.23	30,367.37	663.36	125,580.61	9,481.00	3,191.13	363,759.45	25,523.22	1,388.00	160,304.38		
Interest Credit	33.13	52.32	3.31	381.87	113.77	16.87	4.00	115.06	334.46	(82.22)	8.00	6.22		
Program Cost	-	-	-	(72.08)	(22.09)	(1,244.91)	31.75	29.68	20.18	97.63	133.81	15.17		
Current Total Distribution	\$ 18,970.25	\$ 1,157.08	\$ 270,776.54	\$ 30,677.16	\$ 755.04	\$ 124,352.57	\$ 9,516.75	\$ 3,335.87	\$ 364,114.09	\$ 25,538.63	\$ 1,529.81	\$ 160,325.77	\$ 1,011,049.56	\$ 322,336.07

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

---

**Agenda Item:** Boundary Line Adjustment; Section 7, Township 11 S

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Boundary line Adjustment plat  
in Section 7. T11S. R88W- 6th PM

**Fiscal Impact:**

**Submitted by:** Beth Baker

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 6/21/2022

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/1/2022

Consent Agenda  Regular Agenda  Worksession

Time Allotted: 5

Agenda Date: ~~7/5/2022~~ 7/19/2022

---



Date: June 20, 2022

RE: Boundary Line Adjustment  
LUC-22-00011

The applicants, Elk Horn Ranch, LLC and Susan and Jerry Anderson have submitted a boundary line adjustment. The purpose being to transfer .541 acres to the Anderson property from the Elk Horn property. This will accomplish extending the Anderson property boundary into the Crystal River, so the Anderson's can walk to the river without trespassing or asking permission. Presently, their property line is located on the top of a steep shelf approximately 15 ft. above the average high-water mark.

- The CAO has determined the plat legally sufficient for BOCC review.
- The taxes are current
- There are no liens on the properties

You may review the file:

[https://permitdb.gunnisoncounty.org/citizenaccess/  
projects](https://permitdb.gunnisoncounty.org/citizenaccess/projects)

**Search by application number- LUC-22-00011**

Click on file

Attachments

View

Thanks,  
Beth Baker  
Gunnison County Community and Economic Development

CERTIFICATE OF DEDICATION AND OWNERSHIP- PARCEL B

THE UNDERSIGNED, GAUKEL FAMILY TRUST, EXECUTED MAY 21, 2013, AS MEMBERS OF ELK HORN RANCH, LLC, A COLORADO LIMITED LIABILITY COMPANY BY: ROBERT MICHAEL GAUKEL AND JUDY DAPHNE ILLEMAN GAUKEL AS TRUSTEES AND JOHN AND CECILIA ILLEMAN REVOCABLE TRUST AS MEMBERS OF ELK HORN RANCH, LLC, A COLORADO LIMITED LIABILITY COMPANY BY: JOHN ROBERT ILLEMAN AND CECILIA JANE ILLEMAN AS TRUSTEES BEING OWNERS IN FEE SIMPLE OF ALL THAT REAL PROPERTY SITUATED IN GUNNISON COUNTY, COLORADO AND DESCRIBED AS FOLLOWS:

PROPERTY DESCRIBED IN LAND TITLE GUARANTEE COMMITMENT NO. GUR88004237: (PARCEL A - GUNNISON COUNTY); THAT PORTION OF THE NE1/4NW1/4, SE1/4NW1/4 AND NE1/4SW1/4 OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO, LYING EASTERLY OF THE CENTERLINE OF THE CRYSTAL RIVER, EASTERLY OF THE EASTERLY LOT LINES OF LOTS 10 & 12, BLOCK 1, CHAIR MOUNTAIN RANCH SUBDIVISION, SOUTHERLY OF THE PITKIN AND GUNNISON COUNTY LINE AND LYING NORTHERLY OF THE NORTHERLY LINE OF CHAIR MOUNTAIN RANCH SUBDIVISION, FILING NO. 2 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER 1/4 CORNER OF SAID SECTION 7, A FOUND B.L.M. BRASS CAP IN PLACE DATED 1988, THENCE ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 7, ACCORDING TO THE 1988 B.L.M. SURVEY NORTH 88°22'26" WEST 817.22 FEET TO THE CENTER OF THE CRYSTAL RIVER AS LOCATED OCTOBER 19, 1991; THENCE ALONG THE CENTERLINE OF SAID CRYSTAL RIVER THE FOLLOWING 6 COURSES: 1) NORTH 21°35'20" WEST 261.76 FEET; 2) NORTH 09°14'19" WEST 180.07 FEET; 3) NORTH 06°21'40" WEST 199.66 FEET; 4) NORTH 06°37'28" WEST 312.89 FEET; 5) NORTH 05°29'38" EAST 143.32 FEET; 6) NORTH 05°39'34" WEST 153.10 FEET TO A POINT ON A EAST-WEST 1/16TH LINE ACCORDING TO THE CHAIR MOUNTAIN RANCH SUBDIVISION; THENCE LEAVING SAID CENTERLINE AND ALONG SAID 1/16TH LINE NORTH 89°54'00" WEST 26.27 FEET TO THE SOUTHEAST CORNER OF LOT 10, ACCORDING TO THE AMENDED FINAL PLAT OF LOTS 10, 11 AND 12, BLOCK 1, CHAIR MOUNTAIN RANCH SUBDIVISION, A FOUND REBAR AND CAP L5P 14111; THENCE ALONG THE EASTERLY LINE OF SAID LOT 10 NORTH 18°50'00" WEST 126.72 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE OF SAID LOT 10 NORTH 87°12'05" WEST 208.37 FEET TO THE SOUTHEAST CORNER OF LOT 12 ACCORDING TO SAID AMENDED FINAL PLAT OF LOTS 10, 11 AND 12, BLOCK 1, CHAIR MOUNTAIN RANCH SUBDIVISION, A FOUND REBAR AND CAP L5P 14111; THENCE ALONG THE EASTERLY LINE OF SAID LOT 12 NORTH 04°26'39" EAST 177.59 FEET TO THE NORTHEAST CORNER OF SAID LOT 12, A FOUND REBAR AND CAP L5P 14111; SAID CORNER ALSO BEING ON A LINE COMMON WITH THE SOUTH LINE OF SHORT STREET AND THE PITKIN-GUNNISON COUNTY LINE ACCORDING TO CHAIR MOUNTAIN RANCH SUBDIVISION; THENCE ALONG SAID PITKIN-GUNNISON COUNTY LINE SOUTH 89°54'00" EAST 1151.68 FEET TO A POINT ON THE SAID NORTH-SOUTH CENTERLINE OF SAID SECTION 7; THENCE ALONG SAID NORTH-SOUTH CENTERLINE SOUTH 01°16'34" WEST 1744.26 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THE EASTERLY 1/2 OF LOW STREET ADJACENT TO LOT 12 OF THE CHAIR MOUNTAIN RANCH SUBDIVISION RECORDED MARCH 6, 1961, WHICH PORTION OF SAID LOW STREET WAS VACATED IN BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY RESOLUTION NO. 32, SERIES 1990 RECORDED NOVEMBER 19, 1990 IN BOOK 684 AT PAGE 848;

ALSO TOGETHER WITH A PARCEL OF LAND SITUATED IN THE NE1/4SW1/4 OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER 1/4 CORNER OF SAID SECTION 7, A FOUND B.L.M. BRASS CAP IN PLACE DATED 1988, THENCE ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 7 ACCORDING TO THE 1988 B.L.M. SURVEY SOUTH 01°16'34" WEST 73.19 FEET TO A POINT ON THE NORTH LINE OF CHAIR MOUNTAIN RANCH SUBDIVISION, FILING NO. 2, THENCE ALONG SAID NORTH LINE NORTH 89°54'00" WEST 748.11 FEET TO THE CENTERLINE OF THE CRYSTAL RIVER; THENCE ALONG SAID CENTERLINE NORTH 35°02'12" WEST 116.10 FEET TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 7, ACCORDING TO THE 1988 B.L.M. SURVEY; THENCE ALONG SAID EAST-WEST CENTERLINE SOUTH 88°22'26" EAST 817.22 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE PARCEL OF LAND SITUATED IN THE SE1/4NW1/4 AND NE1/4SW1/4 OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH P.M. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF THE CRYSTAL RIVER WHEN THE CENTER 1/4 CORNER OF SAID SECTION 7 BEARS SOUTH 88°22'26" EAST 817.22 FEET ALONG THE EAST-WEST LINE OF THE CENTER OF SAID SECTION 7; THENCE SOUTH 35°02'12" EAST 116.10 FEET ALONG THE CENTERLINE OF SAID RIVER; THENCE DEPARTING SAID CENTERLINE SOUTH 89°54'00" EAST A DISTANCE OF 310.02 FEET TO A POINT ON THE WESTERLY EDGE OF A 60 FOOT ACCESS EASEMENT RECORDED SEPTEMBER 19, 1978 IN BOOK 520 AT PAGE 613 IN THE RECORDS OF THE GUNNISON COUNTY CLERK AND RECORDER; THENCE ALONG THE WESTERLY EDGE OF SAID 60 FOOT ACCESS EASEMENT THE FOLLOWING 4 COURSES: 1) NORTH 27°15'00" WEST A DISTANCE OF 132.77 FEET; 2) THENCE NORTH 33°47'00" WEST A DISTANCE OF 308.29 FEET; 3) THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 116.13 FEET WITH A RADIUS OF 105.97 FEET WITH A CHORD BEARING OF NORTH 65°13'00" WEST WITH A CHORD LENGTH OF 110.40 FEET; 4) THENCE SOUTH 83°23'00" WEST A DISTANCE OF 151.97 FEET TO A POINT ON THE CENTERLINE OF SAID RIVER; THENCE DEPARTING THE WESTERLY EDGE OF SAID ACCESS EASEMENT SOUTH 09°14'19" EAST A DISTANCE OF 64.07 FEET ALONG THE CENTERLINE OF SAID RIVER; THENCE SOUTH 21°35'20" EAST A DISTANCE OF 261.76 FEET ALONG THE CENTERLINE OF SAID RIVER TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO PHILIP L. WICK AND TAMMY A. WICK IN QUIT CLAIM DEED RECORDED NOVEMBER 29, 1990 IN BOOK 685 AT PAGE 141.

AND HAS LAID OUT, PLATTED AND/OR SUBDIVIDED THE SAME AS SHOWN ON THIS PLAN AND DO HEREBY PERMANENTLY DEDICATE TO THE PUBLIC AT LARGE THE STREETS, ALLEYS, ROADS, AND OTHER PUBLIC AREAS AS SHOWN HEREON AND HEREBY PERMANENTLY DEDICATE THOSE PORTIONS OF LAND LABELED AS EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AS SHOWN HEREON.

IN WITNESS WHEREOF, THE OWNERS HAVE SUBSCRIBED THEIR NAMES THIS 2nd DAY OF JUNE, A.D., 2022.

GAUKEL FAMILY TRUST, EXECUTED MAY 21, 2013, MEMBER OF ELK HORN RANCH, LLC, A COLORADO LIMITED LIABILITY COMPANY BY: Robert Michael Gaukel, Its: TRUSTEE

GAUKEL FAMILY TRUST, EXECUTED MAY 21, 2013, MEMBER OF ELK HORN RANCH, LLC, A COLORADO LIMITED LIABILITY COMPANY BY: Judy Daphne Illeman Gaukel, Its: TRUSTEE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 2nd DAY OF JUNE, 2022 BY ROBERT MICHAEL GAUKEL AND JUDY DAPHNE ILLEMAN GAUKEL AS TRUSTEES.

MY COMMISSION EXPIRES: 08-03-2022

WITNESS MY HAND AND OFFICIAL SEAL. Dawn L. Nichols, Notary Public - California, San Diego County, Commission # 225142, My Comm. Expires Aug 3, 2022

JOHN AND CECILIA ILLEMAN REVOCABLE TRUST, MEMBER OF ELK HORN RANCH, LLC, A COLORADO LIMITED LIABILITY COMPANY BY: John Robert Illeman, Its: TRUSTEE

JOHN AND CECILIA ILLEMAN REVOCABLE TRUST, MEMBER OF ELK HORN RANCH, LLC, A COLORADO LIMITED LIABILITY COMPANY BY: Cecilia Jane Illeman, Its: TRUSTEE

STATE OF Colorado, COUNTY OF Garfield

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 27th DAY OF May, 2022 BY JOHN ROBERT ILLEMAN AND CECILIA JANE ILLEMAN AS TRUSTEES.

MY COMMISSION EXPIRES: 03/29/2025

WITNESS MY HAND AND OFFICIAL SEAL. Andrea B. Poston, Notary Public - State of Colorado, Notary ID 20114035759, My Commission Expires Mar 29, 2025

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

ELK HORN RANCH - ANDERSON BOUNDARY LINE ADJUSTMENT PLAT SECTION 7, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PM COUNTY OF GUNNISON, STATE OF COLORADO

CERTIFICATE OF DEDICATION AND OWNERSHIP -PARCEL A

THE UNDERSIGNED, JERRY D. ANDERSON AND SUSAN L. ANDERSON, BEING OWNERS IN FEE SIMPLE OF ALL THAT REAL PROPERTY SITUATED IN GUNNISON COUNTY, COLORADO AND DESCRIBED AS FOLLOWS:

PROPERTY DESCRIBED IN LAND TITLE GUARANTEE COMPANY COMMITMENT NO. GUR88004232-3: LOT 10, BLOCK 1, CHAIR MOUNTAIN RANCH SUBDIVISION, ACCORDING TO THE AMENDED FINAL PLAT OF LOTS 10, 11 AND 12, BLOCK 1, CHAIR MOUNTAIN SUBDIVISION RECORDED NOVEMBER 20, 1990 UNDER RECEPTION NO. 423915

AND HAS LAID OUT, PLATTED AND/OR SUBDIVIDED THE SAME AS SHOWN ON THIS PLAN AND DO HEREBY PERMANENTLY DEDICATE TO THE PUBLIC AT LARGE THE STREETS, ALLEYS, ROADS, AND OTHER PUBLIC AREAS AS SHOWN HEREON AND HEREBY PERMANENTLY DEDICATE THOSE PORTIONS OF LAND LABELED AS EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AS SHOWN HEREON.

IN WITNESS WHEREOF, THE OWNERS HAVE SUBSCRIBED THEIR NAMES THIS 9th DAY OF June, A.D., 2022.

OWNER: Jerry D. Anderson

OWNER: Susan L. Anderson

STATE OF Colorado, COUNTY OF Garfield

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 9th DAY OF June, 2022 BY JERRY D. ANDERSON AND SUSAN L. ANDERSON.

MY COMMISSION EXPIRES: 03/29/2025

WITNESS MY HAND AND OFFICIAL SEAL. Andrea B. Poston, Notary Public - State of Colorado, Notary ID 20114035759, My Commission Expires Mar 29, 2025

PARCEL A - RESULTING ANDERSON PROPERTY

A PARCEL OF LAND SITUATED IN THE SE1/4NW1/4 AND THE NE1/4NW1/4 OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING FURTHER DESCRIBED AS FOLLOWS:

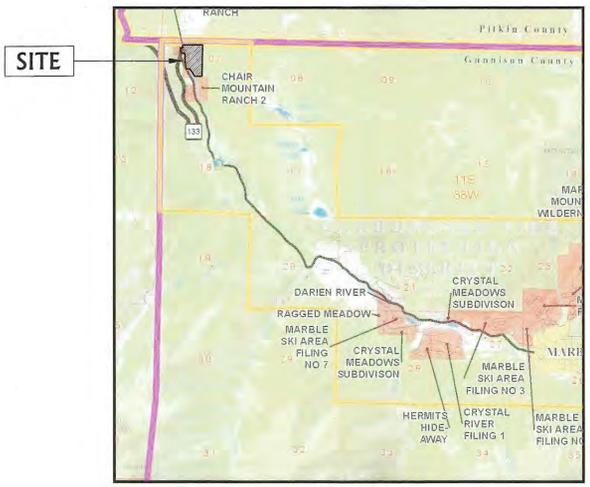
COMMENCING AT THE NORTHWEST SIXTEENTH CORNER OF SAID SECTION 7, A 3-1/4" BLM 1988 ALUMINUM CAP FOUND IN PLACE THENCE S72°19'06"E A DISTANCE OF 247.73 FEET TO THE SOUTHEAST CORNER OF LOT 10, BLOCK 1 OF THE AMENDED PLAT OF LOTS 10, 11 AND 12, BLOCK 1, CHAIR MOUNTAIN RANCH SUBDIVISION RECORDED AS RECEPTION NO. 423915 IN THE GUNNISON COUNTY RECORDS, THE POINT OF BEGINNING, BEING A REBAR & 1-1/4" YELLOW PLASTIC CAP L514111 FOUND IN PLACE; THENCE S89°51'53"W ALONG THE SOUTH LINE OF SAID LOT 10 A DISTANCE OF 180.18 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10, A FOUND NO. 5 REBAR; THENCE N18°51'07"W ALONG THE WEST LINE OF SAID LOT 10 A DISTANCE OF 126.07 FEET, A FOUND REBAR & 1-1/4" RED PLASTIC CAP L53317; THENCE CONTINUING ALONG SAID WEST LINE N00°20'32"W A DISTANCE OF 208.44 FEET TO THE NORTHWEST CORNER OF SAID LOT 10, A FOUND REBAR & 1-1/4" RED PLASTIC CAP L53317; THENCE S89°49'10"E ALONG THE NORTH LINE OF SAID LOT 10 A DISTANCE OF 124.09 FEET TO THE NORTHEAST CORNER OF SAID LOT 10, A FOUND REBAR & 1-1/4" YELLOW PLASTIC CAP L514111; THENCE LEAVING SAID NORTH LINE S89°53'12"E A DISTANCE OF 123.14 FEET TO A POINT ON THE CENTERLINE OF THE CRYSTAL RIVER; THENCE ALONG SAID CENTERLINE THE FOLLOWING FOUR (4) COURSES: 1) S04°20'09"W A DISTANCE OF 107.77 FEET; 2) S03°20'34"E A DISTANCE OF 82.17 FEET; 3) S07°47'42"E A DISTANCE OF 44.82 FEET; 4) S00°41'13"W A DISTANCE OF 86.11 FEET; THENCE LEAVING SAID CENTERLINE S89°57'10"W A DISTANCE OF 26.80 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 1.738 ACRES, MORE OR LESS.

PARCEL B - RESULTING ELK HORN RANCH PROPERTY

A PARCEL OF LAND LOCATED IN SECTION 7, TOWNSHIP 11 SOUTH, RANGE 88 WEST, 6TH P.M., COUNTY OF GUNNISON, STATE OF COLORADO:

THAT PORTION OF THE NE1/4NW1/4, SE1/4NW1/4 AND NE1/4SW1/4 OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO, LYING EASTERLY OF THE CENTERLINE OF THE CRYSTAL RIVER, EASTERLY OF THE EASTERLY LOT LINE OF LOT 12, BLOCK 1, CHAIR MOUNTAIN RANCH SUBDIVISION, SOUTHERLY OF THE PITKIN AND GUNNISON COUNTY LINE AND LYING NORTHERLY OF THE NORTHERLY LINE OF CHAIR MOUNTAIN RANCH SUBDIVISION, FILING NO. 2 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER 1/4 CORNER OF SAID SECTION 7, A FOUND B.L.M. BRASS CAP IN PLACE DATED 1988, THENCE S01°43'05"W ALONG NORTH-SOUTH CENTERLINE OF SAID SECTION 7 A DISTANCE OF 72.66 FEET TO A POINT ON THE NORTH LINE OF SAID CHAIR MOUNTAIN RANCH SUBDIVISION, FILING NO. 2, A FOUND NO. 5 REBAR; THENCE LEAVING SAID NORTH-SOUTH CENTERLINE, N89°56'47"W ALONG THE NORTH LINE OF SAID CHAIR MOUNTAIN RANCH SUBDIVISION, FILING NO. 2, A DISTANCE OF 438.39 FEET TO THE SOUTHEAST CORNER OF BURNS BOUNDARY LINE ADJUSTMENT PLAT RECORDED AS RECEPTION NO. 586902 IN THE GUNNISON RECORDS, A FOUND REBAR & 1-1/4" YELLOW PLASTIC CAP L52695; THENCE ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID BURNS BOUNDARY LINE ADJUSTMENT PLAT THE FOLLOWING FOUR (4) COURSES: 1) N27°17'47"W A DISTANCE OF 132.77 FEET; 2) N83°04'47"W A DISTANCE OF 308.29 FEET; 3) 116.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 105.97 FEET AND A CHORD THAT BEARS: N65°14'47"W A DISTANCE OF 110.40 FEET; 4) S83°20'13"W A DISTANCE OF 151.97 FEET TO THE CENTER OF THE CRYSTAL RIVER; THENCE ALONG THE CENTERLINE OF SAID CRYSTAL RIVER THE FOLLOWING NINE (9) COURSES: 1) N08°49'15"W A DISTANCE OF 115.45 FEET; 2) N06°20'52"W A DISTANCE OF 199.66 FEET; 3) N06°36'40"W A DISTANCE OF 312.89 FEET; 4) N05°30'25"E A DISTANCE OF 143.32 FEET; 5) N05°44'44"W A DISTANCE OF 152.54 FEET; 6) N00°41'13"E A DISTANCE OF 86.11 FEET; 7) N07°47'42"W A DISTANCE OF 44.82 FEET; 8) N03°20'34"W A DISTANCE OF 82.17 FEET; 9) N04°20'09"E A DISTANCE OF 107.77 FEET; THENCE LEAVING SAID CENTERLINE, N89°53'12"W A DISTANCE OF 123.14 FEET TO THE NORTHEAST CORNER OF LOT 10, ACCORDING TO THE AMENDED FINAL PLAT OF LOTS 10, 11 AND 12, BLOCK 1, CHAIR MOUNTAIN RANCH SUBDIVISION; A FOUND REBAR & 1-1/4" YELLOW CAP L514111; THENCE N89°49'10"W ALONG THE NORTH LINE OF SAID LOT 10 A DISTANCE OF 103.9 FEET TO THE CENTERLINE OF VACATED LOW STREET; THENCE LEAVING SAID NORTH LINE N04°30'02"E ALONG SAID CENTERLINE A DISTANCE OF 177.62 FEET TO A POINT ON A LINE COMMON WITH THE SOUTH LINE OF SHORT STREET AND THE PITKIN-GUNNISON COUNTY LINE ACCORDING TO CHAIR MOUNTAIN RANCH SUBDIVISION; THENCE LEAVING SAID CENTERLINE OF VACATED LOW STREET, ALONG SAID PITKIN-GUNNISON COUNTY LINE S89°54'39"E A DISTANCE OF 1161.38 FEET TO A POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 7, A REBAR & 1-1/4" ORANGE PLASTIC CAP L5338215; THENCE ALONG SAID NORTH-SOUTH CENTERLINE S01°16'34"W A DISTANCE OF 1744.26 FEET TO THE POINT OF BEGINNING; SAID PARCEL OF LAND CONTAINS 37.836 ACRES, MORE OR LESS.



VICINITY MAP SCALE: 1" = 5,000'

BOUNDARY LINE ADJUSTMENT PARCEL (AS-SURVEYED)

A PARCEL OF LAND SITUATED IN THE SE1/4NW1/4 AND THE NE1/4NW1/4 OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST SIXTEENTH CORNER OF SAID SECTION 7, A 3-1/4" BLM 1988 ALUMINUM CAP FOUND IN PLACE; THENCE S72°19'06"E A DISTANCE OF 247.73 FEET TO THE SOUTHEAST CORNER OF LOT 10, BLOCK 1 OF THE AMENDED PLAT OF LOTS 10, 11 AND 12, BLOCK 1, CHAIR MOUNTAIN RANCH SUBDIVISION RECORDED AS RECEPTION NO. 423915, THE POINT OF BEGINNING, BEING A REBAR & 1-1/4" YELLOW PLASTIC CAP L514111 FOUND IN PLACE; THENCE N18°36'18"W ALONG THE EAST LINE OF SAID LOT 10 A DISTANCE OF 126.57 FEET TO A REBAR & 1-1/4" YELLOW PLASTIC CAP L514111 FOUND IN PLACE; THENCE CONTINUING ALONG SAID EAST LINE N16°03'17"W A DISTANCE OF 208.44 FEET TO THE NORTHEAST CORNER OF SAID LOT 10, A REBAR & 1-1/4" YELLOW PLASTIC CAP L514111 FOUND IN PLACE; THENCE LEAVING SAID EAST LINE S89°53'12"E A DISTANCE OF 123.14 FEET TO A POINT ON THE CENTERLINE OF THE CRYSTAL RIVER; THENCE ALONG SAID CENTERLINE THE FOLLOWING FOUR (4) COURSES: 1) S04°20'09"W A DISTANCE OF 107.77 FEET; 2) S03°20'34"E A DISTANCE OF 82.17 FEET; 3) S07°47'42"E A DISTANCE OF 44.82 FEET; 4) S00°41'13"W A DISTANCE OF 86.11 FEET; THENCE LEAVING SAID CENTERLINE S89°57'10"W A DISTANCE OF 26.80 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 0.541 ACRES, MORE OR LESS.

ATTORNEY'S OPINION

I, ERIC GROSS, AN ATTORNEY AT LAW DULY LICENSED TO PRACTICE IN THE STATE OF COLORADO, HEREBY CERTIFY THAT I HAVE EXAMINED TITLE TO ALL LANDS HEREIN DEDICATED AND SUBDIVIDED. SUCH TITLE IS VESTED IN JERRY D. & SUSAN L. ANDERSON AND ELK HORN RANCH LLC AND IS FREE AND CLEAR OF ALL LIENS, DEFECTS, ENCUMBRANCES, RESTRICTIONS AND RESERVATIONS EXCEPT AS SHOWN IN LAND TITLE GUARANTEE COMPANY COMMITMENT NO. GUR88004232-2 DATED: JANUARY 6, 2022 AND COMMITMENT NO. GUR88003927-2 DATED: OCTOBER 4, 2021.

DATED THIS 10th DAY OF JUNE, A.D., 2022.

BY: Eric Gross, Attorney-at-Law

BOARD OF COUNTY COMMISSIONERS APPROVAL

THE WITHIN BOUNDARY LINE ADJUSTMENT PLAT OF ELK HORN RANCH-ANDERSON IS APPROVED THIS DAY OF A.D., 2022, AND THE ROADS AND OTHER PUBLIC AREAS ARE HEREBY ACCEPTED PROVIDED, HOWEVER, THAT SUCH ACCEPTANCE SHALL NOT IN ANY WAY BE CONSIDERED AS AN ACCEPTANCE FOR MAINTENANCE OR SNOW REMOVAL PURPOSES, MAINTENANCE OF, OR SNOW REMOVAL FROM, THE SUBJECT ROADS SHALL BE ONLY UPON A SEPARATE RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS PASSED IN ACCORDANCE WITH SUCH POLICIES, RESOLUTIONS OR ORDINANCES IN EFFECT AT THAT TIME.

CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS

ATTEST: GUNNISON COUNTY CLERK & RECORDER

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

THIS BOUNDARY LINE ADJUSTMENT PLAT WAS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF GUNNISON COUNTY, COLORADO ON THIS DAY OF A.D., 2022 RECEPTION NUMBER

TIME: DATE:

GUNNISON COUNTY CLERK AND RECORDER

SURVEY NOTES:

- 1. BASIS OF BEARINGS FOR THIS SURVEY IS AN ASSUMED BEARING OF S01°16'34"W BETWEEN THE NORTH AND CENTER QUARTER SECTION CORNERS, BEING FOUND 3-1/4" BLM ALUMINUM CAPS AS SHOWN HEREON.
2. DATE OF FIELD SURVEY: SEPTEMBER 23 & 27, 2021.
3. LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
4. THIS SURVEY IS BASED ON DEEDS OF RECORD, LOT 10, BLOCK 1, CHAIR MOUNTAIN RANCH SUBDIVISION ACCORDING TO THE AMENDED FINAL PLAT OF LOTS 10, 11 AND 12, BLOCK 1, CHAIR MOUNTAIN SUBDIVISION RECORDED NOVEMBER 20, 1990 UNDER RECEPTION NO. 423915 AND MONUMENTS FOUND IN PLACE AS SHOWN HEREON.
5. THIS IMPROVEMENT SURVEY PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY TRUE NORTH COLORADO, LLC, FOR ALL INFORMATION REGARDING EASEMENT, RIGHTS-OF-WAY AND/OR TITLE OF RECORD, TRUE NORTH COLORADO, LLC. RELIED UPON TITLE COMMITMENT NO. GUR88004232-3 ISSUED BY LAND TITLE GUARANTEE COMPANY, DATED: FEBRUARY 25, 2022 AND COMMITMENT NO. GUR88004237 DATED: DECEMBER 30, 2021.

SURVEYOR'S CERTIFICATE

I, RODNEY P. KISER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO THAT THIS BOUNDARY LINE ADJUSTMENT PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF ELK HORN RANCH, THAT SUCH PLAT WAS MADE FROM AN ACCURATE FIELD SURVEY OF THE PROPERTY ON SEPTEMBER 23 & 27, 2021 AND WAS PERFORMED UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE AND THAT THIS SURVEY MEETS THE REQUIREMENTS OF A LAND SURVEY PLAT AS SET FORTH IN C.R.S. SECTION 38-51-106 AND IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND KNOWLEDGE.

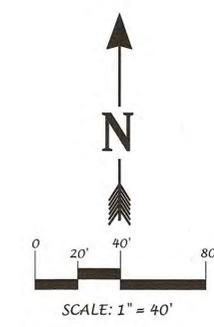
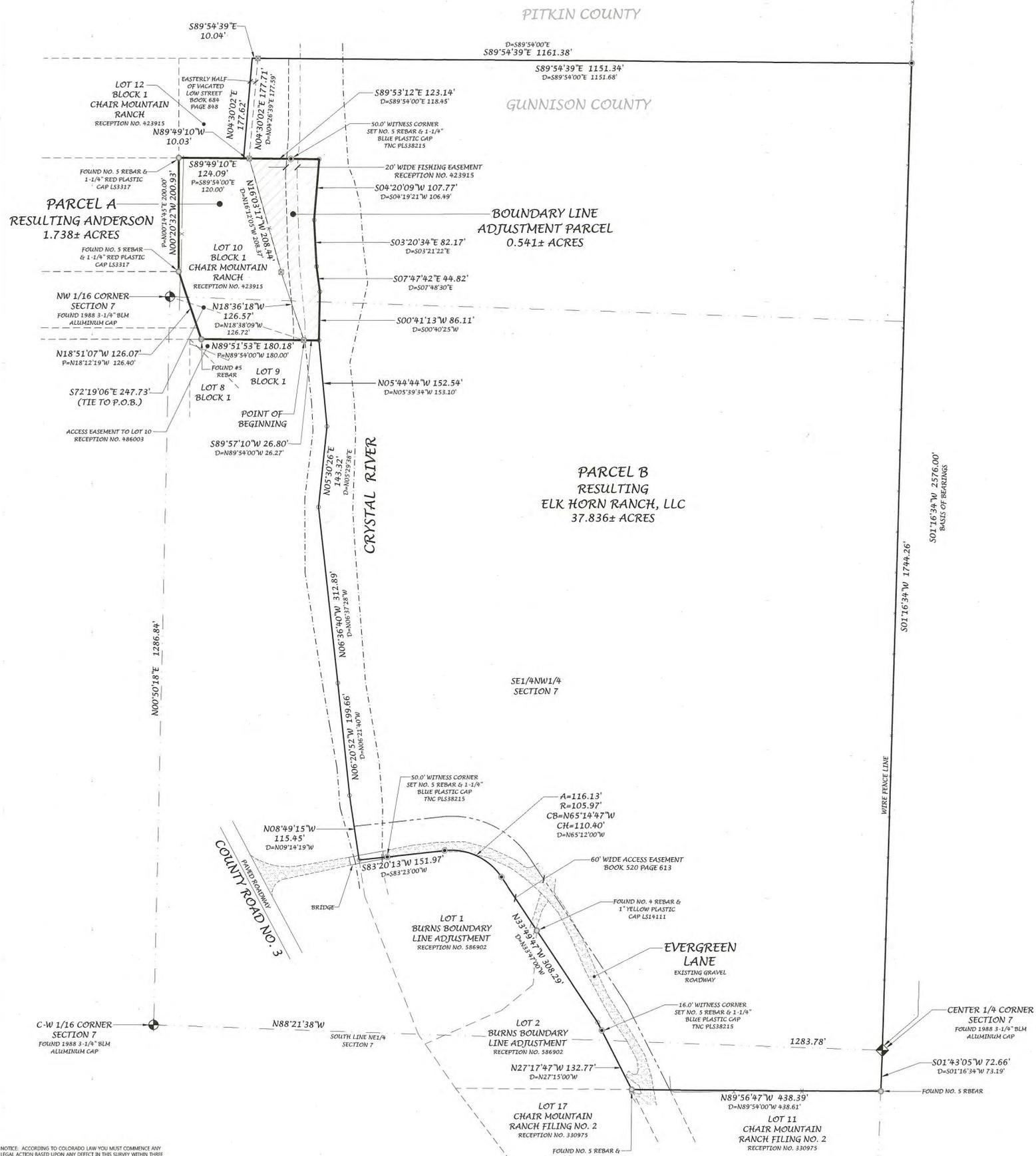
RODNEY P. KISER LICENSED PROFESSIONAL LAND SURVEYOR COLORADO REGISTRATION NO. 38215 TRUE NORTH COLORADO, LLC.

TRUE NORTH COLORADO A LAND SURVEYING AND MAPPING COMPANY. ELK HORN RANCH - ANDERSON BOUNDARY LINE ADJUSTMENT PLAT SECTION 7, TOWNSHIP 11 SOUTH, RANGE 88 WEST, 6TH P.M. COUNTY OF GUNNISON - STATE OF COLORADO. TRUE NORTH COLORADO LLC. A LAND SURVEYING AND MAPPING COMPANY. PROJECT NO: 2021-345. DATE: MAY 21, 2022. SHEET 1 OF 2.

# ELK HORN RANCH - ANDERSON

## BOUNDARY LINE ADJUSTMENT PLAT

SECTION 7, TOWNSHIP 11 SOUTH, RANGE 88 WEST OF THE 6TH PM  
COUNTY OF GUNNISON, STATE OF COLORADO



- LEGEND**
- SET NO. 5 REBAR & 1-1/4" ORANGE PLASTIC CAP TNC PLS 38215
  - ⊠ FOUND NO. 5 REBAR & 1-1/4" YELLOW PLASTIC CAP LSI1111
  - D = DEED DATA RECORDED AS RECEPTION NO. 648889
  - P = PLAT DATA - CHAIR MOUNTAIN RANCH RECEPTION NO. 423915

**TRUE NORTH**  
 COLORADO  
 A LAND SURVEYING AND MAPPING COMPANY

**ELK HORN RANCH-ANDERSON**  
**BOUNDARY LINE ADJUSTMENT PLAT**  
 SECTION 7, TOWNSHIP 11 SOUTH, RANGE 88 WEST, 6TH P.M.  
 COUNTY OF GUNNISON - STATE OF COLORADO

**TRUE NORTH COLORADO LLC.**  
 A LAND SURVEYING AND MAPPING COMPANY  
 P.O. BOX 614 - 386 MAIN STREET UNIT 3  
 NEW CASTLE, COLORADO 81647  
 (970) 984-0474  
 www.truenorthcolorado.com

PROJECT NO: 2021-345	DRAWN RPK	SHEET 2 OF 2
DATE: MAY 21, 2022	SURVEYED GRI-DJB	

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

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

---

**Agenda Item:** Amendment to Consulting and Litigation Support Agr

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Litigation support, consulting expert in the matter of Center for Biological Diversity v. U.S. Department Interior, Civil Action No. 230-3580 and preparation for RMPA/EIS by the BLM.

**Fiscal Impact:**

**Submitted by:** Donita Bishop

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

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 7/14/2022

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/15/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 7/19/2022

---

AMENDMENT TO CONSULTING AND LITIGATION SUPPORT AGREEMENT

THIS AMENDMENT TO THE APRIL 12, 2021 CONSULTING AND LITIGATION AGREEMENT, County Contract No. 2021-038 (“Agreement”) is entered into this \_\_\_\_ day of July, 2022, by and between the Board of Commissioners of the County of Gunnison, Colorado whose address is 200 E. Virginia, Gunnison, Colorado 81230 (“Gunnison County”) and Cochran Fish and Wildlife Consulting LLC, a Colorado limited liability company whose address is 23825 Hwy 149, Powderhorn, CO 81243 (“Consultant”).

AGREEMENT

In consideration of the mutual covenants and obligations as set forth below and in the Agreement, the parties agree to amend the Agreement as follows:

I. SCOPE OF SERVICES.

Consultant shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the following work:

1. Litigation support, consulting expert and potentially testifying expert services for Gunnison County and its attorneys, whether in-house or outside contract counsel, in the matter of *Center for Biological Diversity v. U.S. Department of the Interior*, Civil Action No. 20-3580, United States District Court for the District of Colorado; and

2. Expert consultation and support in relation to the preparation of a proposed Gunnison Sage-Grouse Resource Management Plan Amendment and Environmental Impact Statement (RMPA/EIS) by the Bureau of Land Management, in which Gunnison County is anticipated to serve as a Cooperating Agency or Cooperator.

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

No Services shall be performed except with the authorization of the County Attorney.

All other provisions of the Agreement shall remain the same unless subsequently amended by written agreement of the Parties.

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

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

ATTEST:

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

COCHRAN FISH AND WILDLIFE  
CONSULTING, L.L.C., a Colorado limited liability company

By:   
James O. Cochran, Member

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

**Agenda Item:** Opioid Settlement Intergovernmental Agreement; bet

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Opioid Settlement IGA is made between Gunnison County, Colorado and the Town of Crested Butte, Colorado pursuant to Section 29-1-203, C.R.S., as amended. Whereas, the State of Colorado and participating local governments negotiated the Colorado Opioids Settlement Colorado MOU.

**Fiscal Impact:**

**Submitted by:** Donita Bishop

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 7/12/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 7/15/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 3

Agenda Date: 7/19/2022

**OPIOID SETTLEMENT**  
**INTERGOVERNMENTAL AGREEMENT**

**THIS OPIOID SETTLEMENT INTERGOVERNMENTAL AGREEMENT** (the “Agreement”) is made between Gunnison County, Colorado (“County”), and the Town of Crested Butte, Colorado (“Town”) (collectively, the “Parties”) pursuant to Section 29-1-203, C.R.S., as amended.

**RECITALS**

**WHEREAS**, the State of Colorado and participating local governments negotiated the Colorado Opioids Settlement Memorandum of Understanding (the “Colorado MOU”), establishing the manner in which funds from settlements between the State of Colorado and opioid manufacturers shall be divided and distributed within the State;

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

**WHEREAS**, pursuant to the Colorado MOU and the Colorado Opioid Settlement Tracker (“COST”), the Town has the option of opting in to receive a direct share of opioid settlement funds;

**WHEREAS**, the Town intends to not only opt-in to receive these direct payments but also direct them to the County, so as to best consolidate resources in the community to combat opioid abuse and addiction

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

**1. DEFINITIONS.** The defined terms used in this Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Agreement.

**2. OBLIGATIONS OF THE PARTIES.**

**2.1. The Town shall:**

- 2.1.1.** By July 31, 2022 and any other subsequent deadline, indicate in writing to the Office of the Colorado Attorney General, or other relevant State agency, its desire to opt in and receive and accept its local share of opioid settlement funds.
- 2.1.2.** Remit to the County all payments received pursuant to the COST and the Colorado MOU upon receipt of such funds.
- 2.2. The County shall:**
- 2.2.1.** Prepare, at least annually and on behalf of the Town, all reporting required by the State of Colorado regarding the expenditures of such funds, including any reporting required by the Colorado Opioid Abatement Council (“COAC”).
- 2.2.2.** At the Town’s request, share with the Town any drafts of the reporting required by Section 2.2.1 of this Agreement and receive input from the Town regarding such drafts.
- 6. RECORDKEEPING.** The County shall be responsible for maintaining records consistent with this Agreement.
- 7. OBLIGATIONS OF THE PARTIES.** The Parties shall perform their respective obligations as set forth in the Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.
- 8. TERM.** The Agreement will commence on the date it is executed by all parties, and shall expire on the date the last settlement payment to the Town, consistent with the terms of the Colorado MOU and any applicable settlement agreement (the “Term”), unless otherwise renewed by amendment to this Agreement.
- 9. INFORMATIONAL 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.
- 10. CONFIDENTIALITY.** The Parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Party or otherwise have access to, except as may be required by law. Nothing in this Agreement shall in any way limit the ability of the Parties to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including confidential information or proprietary

information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Party for disclosure of confidential materials, the Party shall advise the Parties of such request in order to give the Parties the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Party objects to disclosure of any of its material, the Party shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Party agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Parties may tender all material to the court for judicial determination of the issue of disclosure.

**11. GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating to the Agreement will be in the applicable District Court of the State of Colorado for the county of Gunnison.

**12. 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 Parties. 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.

**13. NOTICES.** “Key Notices” under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. Key Notices delivered by electronic transmissions shall be deemed received when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree

that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the following addresses:

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

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

Town: Town Manager  
Town of Crested Butte  
P.O. Box 39  
507 Maroon Ave  
Crested Butte, CO 81224

#### **14. GENERAL TERMS AND CONDITIONS**

- 14.1. Independent Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
- 14.2. Assignment.** This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.
- 14.3. Integration and Amendment.** This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect.
- 14.4. 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.

- 14.5. Captions and References.** The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- 14.6. Statutes, Regulations, and Other Authority.** Any reference in this Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.
- 14.7. Conflict of Interest.** No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.
- 14.8. 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.
- 14.9. 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.
- 14.10. 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.

**14.11. 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.

**14.12. 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. Copies of such records shall be furnished to the Parties upon the request by any Party.

**14.13. 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.

**14.14. 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**THEREFORE, IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date shown below.

**GUNNISON COUNTY, COLORADO**  
BY AND THROUGH ITS BOARD OF  
COMMISSIONERS

\_\_\_\_\_  
By: Jonathan Houck, Chair  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
By: Melanie Bollig, Deputy Clerk

**TOWN OF CRESTED BUTTE**  
BY AND THROUGH ITS TOWN COUNCIL

\_\_\_\_\_  
By: Ian Billick, Mayor  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
By: Lynelle Stanford, Town Clerk

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

**Agenda Item:** Opioid Settlement IGA; between Gunnison County and

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The State of Colorado and participating local governments negotiated the Colorado Opioids settlement MOU establishing the manner in which funds from settlements between the State of Colorado and opioid manufacturers shall divide and distribute within the State.

**Fiscal Impact:**

**Submitted by:** Donita Bishop

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/15/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 7/15/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 7/19/2022

**OPIOID SETTLEMENT**  
**INTERGOVERNMENTAL AGREEMENT**

**THIS OPIOID SETTLEMENT INTERGOVERNMENTAL AGREEMENT** (the “Agreement”) is made between Gunnison County, Colorado (“County”), and the City of Gunnison, Colorado (“City”) (collectively, the “Parties”) pursuant to Section 29-1-203, C.R.S., as amended.

**RECITALS**

**WHEREAS**, the State of Colorado and participating local governments negotiated the Colorado Opioids Settlement Memorandum of Understanding (the “Colorado MOU”), establishing the manner in which funds from settlements between the State of Colorado and opioid manufacturers shall be divided and distributed within the State;

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

**WHEREAS**, pursuant to the Colorado MOU and the Colorado Opioid Settlement Tracker (“COST”), the City has the option of opting in to receive a direct share of opioid settlement funds;

**WHEREAS**, the City intends to not only opt-in to receive these direct payments but also direct them to the County, so as to best consolidate resources in the community to combat opioid abuse and addiction

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

1. **DEFINITIONS**. The defined terms used in this Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Agreement.

2. **OBLIGATIONS OF THE PARTIES**.

2.1. **The City shall:**

2.1.1. By July 31, 2022 and any other subsequent deadline, indicate in writing to the Office of the Colorado Attorney General, or other relevant State agency, its desire to opt in and receive and accept its local share of opioid settlement funds.

2.1.2. Remit to the County all payments received pursuant to the COST and the Colorado MOU upon receipt of such funds.

2.2. The County shall:

2.2.1. Prepare, at least annually and on behalf of the City, all reporting required by the State of Colorado regarding the expenditures of such funds, including any reporting required by the Colorado Opioid Abatement Council (“COAC”).

2.2.2. At the City’s request, share with the City any drafts of the reporting required by Section 2.2.1 of this Agreement and receive input from the City regarding such drafts.

6. **RECORDKEEPING.** The County shall be responsible for maintaining records consistent with this Agreement.

7. **OBLIGATIONS OF THE PARTIES.** The Parties shall perform their respective obligations as set forth in the Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.

8. **TERM.** The Agreement will commence on the date it is executed by all parties, and shall expire on the date the last settlement payment to the City, consistent with the terms of the Colorado MOU and any applicable settlement agreement (the “Term”), unless otherwise renewed by amendment to this Agreement.

9. **INFORMATIONAL 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.

10. **CONFIDENTIALITY.** The Parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Party or otherwise have access to, except as may be required by law. Nothing in this Agreement shall in any way limit the ability of the Parties to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Party for disclosure of confidential materials, the Party shall advise the Parties of such request in order to give the Parties the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is,

proprietary or confidential. If a Party objects to disclosure of any of its material, the Party shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Party agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Parties may tender all material to the court for judicial determination of the issue of disclosure.

11. **GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating to the Agreement will be in the applicable District Court of the State of Colorado for the county of Gunnison.
12. **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 their participation in the Agreement, in whole or in part, upon written notice to the Parties. 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.
13. **NOTICES.** “Key Notices” under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the following addresses:

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

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

City: City Manager  
City of Gunnison  
201 W. Virginia Ave  
Gunnison, CO 81230

#### **14. GENERAL TERMS AND CONDITIONS**

- 14.1. Independent Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
- 14.2. Assignment.** This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.
- 14.3. Integration and Amendment.** This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect.
- 14.4. 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.
- 14.5. Captions and References.** The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections,

subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

- 14.6. Statutes, Regulations, and Other Authority.** Any reference in this Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.
- 14.7. Conflict of Interest.** No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.
- 14.8. 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.
- 14.9. 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.
- 14.10. 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.
- 14.11. 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.

**14.12. 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. Copies of such records shall be furnished to the Parties upon the request by any Party.

**14.13. 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.

**14.14. 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**THEREFORE, IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date shown below.

**GUNNISON COUNTY, COLORADO**  
BY AND THROUGH ITS BOARD OF  
COMMISSIONERS

\_\_\_\_\_  
By: Jonathan Houck, Chair  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
By: Melanie Bollig, Deputy Clerk

**CITY OF GUNNISON, COLORADO**  
BY AND THROUGH ITS CITY COUNCIL

  
\_\_\_\_\_  
By: Diego Plata, Mayor  
Date: 7/13/22

**ATTEST:**

  
\_\_\_\_\_  
By: Erica Boucher, City Clerk

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

**Agenda Item:** Memorandum of Understanding; US Department of the

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

The Bureau of Land Management and Gunnison enter this MOU establishing cooperating agency relationship, providing a framework for cooperation and coordination for the proposed GuSG RMPA/EIS.

**Fiscal Impact:**

**Submitted by:** Donita Bishop

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

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 7/15/2022

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 7/15/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 7/19/2022

**MEMORANDUM OF UNDERSTANDING  
AMONG THE  
U.S. DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT,  
COLORADO STATE OFFICE  
AND  
GUNNISON COUNTY  
FOR  
DEVELOPMENT OF THE  
GUNNISON SAGE-GROUSE RESOURCE MANAGEMENT PLAN AMENDMENT  
AND ENVIRONMENTAL IMPACT STATEMENT**

**I. Introduction**

The U.S. Department of the Interior, Bureau of Land Management, Colorado State Office (herein referred to as “BLM”), and Gunnison County (also referred to herein as “Cooperator”), collectively referred to herein as “the Parties,” enter this Memorandum of Understanding (MOU) establishing a cooperating agency relationship, providing a framework for cooperation and coordination, and documenting agreed upon procedures, roles and responsibilities associated with the preparation of the proposed Gunnison Sage-Grouse Resource Management Plan Amendment and Environmental Impact Statement (RMPA/EIS).

The BLM is the lead agency with responsibility for the completion of the RMPA/EIS and the Record of Decision. The BLM acknowledges that the Cooperator has special expertise applicable to the RMPA/EIS effort, as defined at 40 CFR §1508.1. Gunnison County is a Cooperating Agency due to special expertise with County plans and resources within the County.

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality’s National Environmental Policy Act (NEPA) regulations (in particular, 40 CFR 1501.7-8), the BLM’s planning regulations (in particular, 43 CFR 1601.0-5, 1610.3-1, and 1610.4), and the Department of the Interior Manual (516 DM 2.5). This MOU will facilitate an environmental review process that will satisfy the purpose for the RMPA/EIS.

**II. Background**

The BLM intends to initiate a land use planning effort for the preparation of a Resource Management Plan Amendment to incorporate management decisions and actions to preserve and enhance Gunnison sage-grouse habitat in all BLM land use plans with occupied and unoccupied habitat across the current eight populations in southwest Colorado and southeast Utah. This process would address management actions including, but not limited to, mineral

leasing and development, recreation, livestock grazing management, realty actions, fire management, and restoration actions. Potential management actions on multiple use activities like grazing, recreation, and energy development is something that the BLM will analyze when determining causal factors and completing the environmental analysis. The BLM must carefully consider the habitat needs for the Gunnison sage-grouse and balance other multiple-use activities.

The BLM had previously released a Gunnison Sage-Grouse Draft Resource Management Plan Amendment and Environmental Impact Statement in August 2016 but paused the planning effort in 2018 following an announcement that the Fish and Wildlife Service would complete a recovery plan for the species. The Fish and Wildlife Service (FWS) released the Final Recovery Plan for the species in October 2020, prompting the BLM to reengage in this effort. The BLM intends to initiate Section 7 consultation under the Endangered Species Act with the FWS on management and conservation actions identified through the planning process.

### **III. Purpose**

- A. To recognize the BLM as the lead agency with responsibility for the completion of the RMPA/EIS and Record of Decision (ROD). The BLM determined an EIS should be prepared to analyze the impacts of the proposed Project because the effects of the Proposed Action are likely to significantly affect the quality of the human environment.
- B. To recognize Gunnison County as a Cooperating Agency in the RMPA/EIS process.
- C. To provide a framework for cooperation and coordination between the BLM and the Cooperator that will ensure successful completion of the RMPA/EIS in a timely, efficient, and thorough manner that satisfies compliance requirements, including completion of a document in less than two years (Notice of Intent to Decision) and that is less than 150 pages in length, excluding appendices.
- D. To formalize the commitment among the Parties regarding their respective responsibilities and expertise in the RMPA/EIS process.

### **IV. Authority**

- A. The authorities of the BLM to enter into and engage in the activities described within this MOU include, but are not limited to:
  - 1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*).
  - 2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 *et seq.*).
- B. Regulations implementing the above authorities:
  - 1. Council on Environmental Quality regulations (40 CFR §1501.7 and 1501.8.)
  - 2. U.S. Department of the Interior's NEPA regulations, 43 CFR parts 46, *et seq.*,

and its regulation regarding Cooperating Agencies, 43 CFR § 46.225(d)

3. Bureau of Land Management planning regulations (43 CFR 1601 *et seq*)
- C. The authorities for Cooperator to enter into this MOU include, but are not limited to:
1. Colorado Constitution Article XIV, Section 18(2)(a).
  2. C.R.S. Section 30-11-101
  3. C.R.S. Title 29, Article 1, Part 2, Intergovernmental Relationships

This MOU does not grant the signatories any additional rights or powers, nor does it excuse the signatories from fulfilling any other statutory obligation they might have. Each Party is responsible for its own actions/omissions. This MOU does not incur upon the signatories a shared statutory responsibility to fulfill the obligations of the other signatories.

## **V. Roles and Responsibilities**

### **A. Responsibilities of all Parties:**

1. The Parties agree to participate in this planning process in good faith and make all reasonable efforts to resolve disagreements.
2. Each party agrees the RMPA/EIS will be prepared in 150 pages or fewer (excluding appendices) and will be completed within two years of Notice of Intent publication.
3. The Parties agree to comply with the planning schedule provided as Attachment B, which includes dates for RMPA/EIS milestones and timeframes for Cooperating Agency reviews and submissions.
4. Each Party agrees to fund its own expenses associated with the project. This MOU does not authorize funding from or to either party.
5. The Parties agree to carefully consider whether proposed meetings or other activities would waive the Unfunded Mandates Reform Act exception to the Federal Advisory Committee Act (2 U.S.C. 1534(b) and 5 U.S.C App.).

### **B. Lead Agency (BLM) Responsibilities:**

1. As lead agency, the BLM retains final responsibility for the content of all planning and NEPA documents, which include the draft EIS, final EIS and the Record of Decision. The BLM's responsibilities include determining the purpose of and need for the EIS, selecting alternatives for analysis, identifying effects of the proposed alternatives, and selecting the preferred alternative. In meeting these responsibilities, the BLM will follow all applicable statutory and regulatory requirements.
2. To the fullest extent consistent with its responsibilities as lead agency, the BLM will consider the comments, recommendations, data, and/or analyses provided by the Cooperator in the RMPA/EIS process, giving particular consideration to those topics on which the Cooperator is acknowledged to possess jurisdiction by

law or special expertise.

3. To the fullest extent practicable, after consideration of the effect such releases may have on the BLM's ability to withhold this information from other parties, the BLM will provide the Cooperators with copies of documents underlying the EIS relevant to the Cooperators' responsibilities, including technical reports, data, analyses, comments received, and working drafts related to environmental reviews.
4. Ensure that Parties receive the internal draft EIS and internal final EIS and have an opportunity to review and comment on the documents. Additionally, responsibilities include coordinating with cooperating agencies during opportunities outlined in Attachment A.
5. Provide the schedule to Cooperating Agencies as soon as it is available. The schedule may or may not be modified if a party cannot meet a milestone. Overview of milestones are outlined in Attachment B.
6. Maintain records management and the decision file to provide for the official Project Record, protecting all proprietary information and data collected to the extent allowed by the Freedom of Information Act, the Privacy Act, and/or other Federal law.
7. BLM shall have the lead role for National Historic Preservation Act (NHPA) and Section 106 compliance as well as NEPA compliance. This lead agency designation includes fulfilling the collective responsibilities of the Cooperating Federal Agencies under Section 106 of the NHPA for this undertaking on federally owned or managed lands, including tribal consultation per 36 CFR 800.2(a)(2).
8. BLM shall assume the lead role for special status species Section 7 consultation of Endangered Species Act.

#### C. Cooperating Agency Responsibilities:

1. Gunnison County, participating as a Cooperating Agency in this RMPA/EIS process, is recognized to have special expertise in the following areas within the County: local land use information; resource management; Gunnison sage-grouse habitat and management protocols, including range management; agriculture and grazing; recreation; socio-economics; soliciting public opinion; and engaging in matters relating to public land use and other county matters.
2. The Cooperator will provide information, comments, and technical expertise to the BLM regarding those elements of the RMPA/EIS, and the data and analyses supporting them, in which it has special expertise or for which the BLM requests their assistance.
3. Within the areas of their special expertise, the Cooperator may participate in activities that include, but are not limited to providing guidance on public involvement strategies; identifying data needs; assisting with alternative

development to resolve issues; identifying effects of alternatives; and providing written comments on administrative drafts of the RMPA/EIS and supporting documents (participation identified in Attachment A).

4. Provide comments within the timeframe identified in the schedule. Limit comments to those matters for which the Cooperating Agency has special expertise with respect to any environmental issue (40 CFR § 1501.8(b)(7)).
5. If a milestone is anticipated to be missed, elevate any issue that may affect the ability to meet the schedule to BLM for timely resolution. Additional time may not be granted.

## **VI. Other Provisions**

- A. Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.
- B. Immunity and Defenses Retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- C. Conflict of interest. The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Cooperator representation, including officials, employees, or third-party contractors, having a financial interest in the outcome of the RMPA/EIS. Questions regarding potential conflicts of interest should be referred to BLM HQ or Field Ethics Counselors for resolution.
- D. Documenting disagreement or inconsistency. Where the BLM and one or more Cooperators disagree on substantive elements of the RMP/EIS (such as designation of the alternatives to be analyzed or analysis of effects), and these disagreements cannot be resolved, the BLM will include a summary of the Cooperators' views in the Draft RMPA/Draft EIS and the Proposed RMP/Final EIS. The BLM will also describe substantial inconsistencies between its preferred alternative and the objectives of state, local, or tribal land use plans and policies.
- E. Management of information. Any records or documents generated because of the project become part of the official BLM record maintained in accordance with BLM record management policies. The Cooperator acknowledges that all supporting materials and draft documents may become part of the project record and may be subject to the requirements of the Freedom of Information Act (FOIA) and other federal statutes. The BLM acknowledges that the Cooperator's handling of these materials may be impacted by §24-72-201 to 24-72-206, C.R.S. The Parties agree that the BLM at its discretion may withhold from the Cooperators those documents that would otherwise be available for public release under 24-72-201 to 24-72-206,

C.R.S.

- F. Conflict Resolution. The Parties agree to make reasonable efforts to resolve procedural or substantive conflicts. In the event any disagreement between the parties cannot be resolved between the parties in a reasonable time, either party may refer the disagreement to the Colorado BLM State Director to timely resolve the issue. The decision of the Colorado BLM State Director will be the final decision for purposes of resolving the issue. The Parties acknowledge that BLM retains final responsibility for the analysis and decisions identified in the EIS and ROD.
- G. The BLM will retain a contractor to assist with portions of the RMPA/EIS preparation. Cooperators may communicate with the contractor only through BLM's representative. The Cooperator acknowledges that the BLM retains the exclusive responsibility to authorize modifications to the contract, and that the Cooperator is not authorized to provide technical or policy direction regarding the performance of the contract.
- H. Contingent Upon Appropriations and Authorization. Where activities provided for in the agreement extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the agreement.
- I. Contingent on Apportionment or Allotment of Funds. The expenditure or advance of any money or the performance of any obligation of the United States under this MOU shall be contingent upon appropriation or allotment of funds. No liability shall accrue to the United States for failure to perform any obligation under this MOU in the event that funds are not appropriated or allotted.

## **VII. Agency Representatives**

Each Party will designate a representative as described in Attachment C to ensure coordination between the Cooperator and the BLM during the planning process. Each Party may change its representative by providing written notice to the other Parties.

## **VIII. Administration of the MOU**

- A. Approval: This MOU becomes effective upon signature by the authorized officials of the BLM and the Cooperator.
- B. Amendment: This MOU may be amended through written agreement of all signatories.
- C. Termination: If not terminated earlier, this MOU will end when the Proposed RMPA/Final EIS is accepted by the BLM State Director. Any Party may end its participation in this MOU by providing written notice to the other Party.

D. Withdrawal: Any party may withdraw from the MOU with 30 days written notice.

**IX. Signatures**

The Parties hereto have executed this MOU on the dates shown below.

**BUREAU OF LAND MANAGEMENT (LEAD AGENCY)**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Alan Bittner, Deputy State Director - Resources  
BLM Colorado

**GUNNISON COUNTY (COOPERATING AGENCY)**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jonathan Houck  
Chair, Gunnison County Board of County Commissioners

**Attachment A**  
**Cooperating Agency Participation in the Gunnison Sage-Grouse**  
**RMPA/EIS**

<b>RMPA/EIS Stage</b>	<b>Potential Activities of Cooperating Agencies within acknowledged areas of expertise</b>
Data share: Conduct scoping and identify issues	Identify data needs; provide data and technical analyses within the cooperator's expertise. Identify coordination or consultation requirements; identify significant issues; identify relevant local and regional organizations and interest groups; provide non-financial sponsorship of public forums with the BLM; collaborate in assessing scoping comments following the NOI.
Develop planning criteria	Provide any advice on proposed planning criteria. Identify pertinent elements of relevant plans and legal requirements that shape other policies and responsibilities.
Baseline Assessment	Provide input on the Affected Environment, such as information on local monitoring and baseline data related to expertise.
Formulate alternatives	May cooperate with the BLM Colorado State Office in developing alternatives. Suggest goals and objectives for potential alternatives. Suggest land allocations or management actions to resolve issues. Suggest management actions to resolve issues.
Estimate effects of alternatives	Review, and where appropriate, may develop effects analysis within area of expertise; suggest models and methods of impact analysis; suggest mitigation measures for adverse effects.
Select the preferred alternative; issue Draft RMP/EIS	Cooperate with the BLM Colorado State Office in evaluating alternatives and in developing criteria for selecting the preferred alternative; provide input on internal-Draft RMPA/EIS. Cooperating Agencies may provide written, public comments on Draft RMPA/Draft EIS if desired. Decision to select a preferred alternative and to issue a Draft is reserved to the BLM.
Respond to comments	As appropriate, review comments within expertise and provide assistance in preparing the BLM's responses.
Issue Proposed RMP/FEIS	Action reserved to the BLM.
Initiate Governor's Consistency Review	Once initiated by the BLM, State Cooperating Agencies may contribute to the Governor's Consistency Review.
Sign Record of Decision	Action reserved to the BLM.

Resolve protests; modify Proposed RMP/FEIS if needed; sign ROD

Action reserved to the BLM. A cooperator that has provided information relevant to a protest may be asked for clarification. Cooperating relationship does not negate an agency's or government's rights to comment or protest the decision.

## **Attachment B: Schedule Overview**

Target Timeline	Key Milestones
<b>Spring 2022</b>	Invite cooperating agencies; begin data sharing for the RMPA/EIS and plan cooperating agency meetings
<b>Summer 2022</b>	Notice of Intent and 45-day scoping period, preliminary alternative development, identify issues, cooperating agency meeting
<b>December 2022</b>	4-week review of internal draft RMPA/EIS
<b>April 2023</b>	Notice of Availability for the RMPA/DEIS and 90-day public comment period
<b>October 2023</b>	4-week review of internal proposed RMPA/EIS
<b>Winter 2024</b>	Notice of Availability for the proposed RMPA/FEIS
<b>Winter 2024</b>	Public Protest Period (30 days) and Governor’s Consistency Review (60 days). If protests, BLM’s protest resolution is an internal review process
<b>May 2024</b>	Record of Decision/Approved Plan

## **Attachment C**

### **Agency Representatives**

#### Bureau of Land Management

Primary Representative:

Leah Waldner  
BLM Colorado – Sage-Grouse Coordinator  
lwaldner@blm.gov  
970-244-3045

Backup Representative:

Gina Phillips  
BLM Colorado – Southwest District NEPA Coordinator  
[gphillips@blm.gov](mailto:gphillips@blm.gov)  
970-240-5381

#### Gunnison County

Representative:

Jonathan Houck  
200 East Virginia Avenue  
Gunnison, Colorado  
[jhouck@gunnisoncounty.org](mailto:jhouck@gunnisoncounty.org)  
(970) 641-0248

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

---

**Agenda Item:** Veterans Administration Clinics in Colorado; Lette

---

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

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Please see the attached email and suggested letter in protest of the potential closures of VA Clinics in four Colorado communities.

**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\mbollig

Discharge Date: 7/15/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 7/19/2022

---

## Melanie Bollig

---

**Subject:** FW: VA Clinics in Colorado Letter - Want to add your county as a supporter?

**From:** Gini Pingenot <[gpingenot@ccionline.org](mailto:gpingenot@ccionline.org)>

**Sent:** Thursday, July 7, 2022 10:06:36 AM

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

**Subject:** VA Clinics in Colorado Letter - Want to add your county as a supporter?

[EXTERNAL SENDER - USE CAUTION]

Good morning Gunnison County BOCC,

We have been circulating this [letter](#) regarding the potential closure of VA Clinics in four Colorado communities.

To date, 44 counties have requested to be added as signatories to the letter. (Attached is a list of those 44 counties).

If you are interested in adding your county's name to the list of signatories, please let Prowers County Commissioner Wendy Buxton Andrade know - [wandrade@prowerscounty.net](mailto:wandrade@prowerscounty.net) . She hopes to send the letter soon – so a response by Monday, July 11<sup>th</sup> would be most appreciated.

Thanks for your consideration,

Gini

**Gini Pingenot**

Director of External Affairs

Colorado Counties, Inc.

800 Grant Street, Suite 500

Denver, CO 80203

303.861.4076 (o)

720.255.8941 (c)

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



[Congressman and/or Senator name and address]

**RE: Support for Veterans Administration (“VA”) clinics in Colorado**

Dear Congressman/Senator [\_\_\_\_\_]:

On March 3, 2022, VA Healthcare Director Michael Kilmer released the news of the potential for rural VA clinics to be closed in Colorado. The County Commissioners from across the State of Colorado respectfully request that you, as our representative, stand with us to keep our facilities open and show your support for our veterans and our rural communities.

Clinics that will be affected are in Burlington, Lamar, La Junta, and Salida. Veterans from surrounding counties also utilize the clinics located in the proposed closure areas. Veterans travel from Nebraska and Kansas to use these clinics because Colorado VA clinics are closer to them than clinics located in their state. If we count veterans in the surrounding counties to the clinics recommended for closure, around 12,000 rural veterans could be affected. The current number of veterans enrolled at Lamar is 420; La Junta is 608; Burlington is 418 and Salida is 388. We are actively engaged in a campaign to raise those numbers.

There will be serious negative impacts on our communities if these important services are no longer located in our communities and we ask you to consider the following:

1. Rural healthcare facilities would not be able to absorb the veteran population due to the shortage of medical staff.
2. There are going to be problems with veterans using private healthcare facilities. If a veteran seeks treatment without authorization by the VA, the private hospital will send the veteran the bill, which will cause a financial hardship for the veteran.
3. Our aging veteran population would have difficulty making the long (and with rising gas prices, expensive) trip to Pueblo, Colorado Springs, or Denver, and the wait times to access healthcare at these facilities are long for veterans to receive medical care.
4. With the lack of broadband in our area, and lack of technical knowledge and devices to support telehealth, veterans would not be able to get the medical care they desperately need.
5. The closure of the rural VA clinics could force the current staff to relocate to the proposed new and expanded VA hospital in Colorado Springs or the proposed VA clinic in Canon City. This would hurt our local workforce and our communities in a time when rural economic development opportunities are rare.

The only logical conclusion is to have face-to-face medical visits for our rural veterans and keep these rural clinics for our veterans open.

The VA Maintaining Internal Systems and Strengthening Internal Outside Networks Act of 2018 (or the “VA MISSION Act of 2018”) is a positive step in providing veterans the

healthcare they need. According to the Mission Act, an independent evaluation of VA healthcare facilities is done every four years. Additional time is needed to recruit new veterans into our rural clinics, expand telehealth for veterans by our rural providers and increase coverage at our local VA clinics to include spouses of veterans using the Civilian Health and Medical Program of the Department of Veterans Affairs (CHAMPVA) insurance.

As Americans, we must support our veterans who have served us for so many years. We ask that you vote “**NO**” on the proposed closures. We feel confident that the next evaluation will produce different recommendations.

Thank you in advance for your anticipated support.

County Board of Commissioners: