01 - Agenda

02a - Liquor License, Gunnison Golf Club

02b - Liquor License, Kebler Corner

03 - LMD; Budget Amendment

04a - Housing; Budget Amendment

04b - Housing; Resolution, DOH Grant

05 - Dec 15, 2022 Minutes

06a - Consent 1 - State of Colorado Contract

06b - Consent 2 - GVAWL Aid Agreement

06c - Consent 3 - STD Agreement

06d - Consent 4 - Canon Printer Agreement

06e - Consent 5 - Retail Food Inspection Grant

06f - Consent 6 - Dominion Agreement

06g - Consent 7 - Election Security Grant

06h - Consent 8 - GVRHA Agreement

06i - Consent 9 - CCI Proxy

06j - Consent 10 - PAT Agreement

06k - Consent 11 - GUC Ramp Amendment

07 - Calendar

08 - Budget Amendment Resolution

09 - Mill Levy Certification

10 - Water, Sewer and Landfill Rate Resolutions

11a2 - Cash Transfer

11a3 - Sales Tax, LMD

11b - Treasurer's Report

12 - Airport Lease Term Agreement

13 - Public Hearing; Region 10

14 - Resolution, Security Transportation

15 - Lot Cluster

16 - Resolution, DOH Grant

17 - CB South POA Amendments

18a - HS; Agenda

18b - HS; Prowers County MOUs

18c - HS; Financials

19 - ADDED - GVH BoT Update, DECEMBER 2022

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, December 20, 2022
PLACE: **Board of County Commissioners'** Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)

GUNNISON COUNTY LIQUOR LICENSING AUTHORITY:

8:30 am
- Call to Order
- Alcohol Beverage License; Gunnison Golf Club, Inc.; #05-07972-0000
- Alcohol Beverage License; Kebler Corner Liquors, LLC; #03-10559
- Adjourn

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT:

8:31 am
- Call to Order
- Resolution Amending the Gunnison River Valley Local Marketing District Budget for Fiscal Year 2022 and Amending the Appropriation Resolution
- Adjourn

GUNNISON COUNTY HOUSING AUTHORITY:

8:32 am
- Call to Order
- Resolution Amending the Gunnison County Housing Authority Budget for Fiscal Year 2022 and Amending the Appropriation Resolution
- Resolution Approving the Grant Application for a Transformational Affordable Housing, Homeownership, and Workforce Housing Grant Program from the Colorado Division of Housing
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:33 am
- Call to Order; Agenda Review
- Meeting Minutes Approval:
  1. December 15, 2022 Special 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. State of Colorado Third Party Entity/Organization Certification for Access to PII through a Database or Automated Network
  2. County Aid Agreement; Gunnison Valley Animal Welfare League; 1/1/22-12/31/22; $11,000
  3. Short Term Disability Claim Review Service Agreement; Principal; $1.40 per Employee
  4. Lease Agreement Addendum; ImageNet Consulting, LLC; Canon Printers; $27,321.84
  5. National Environmental Health Association Grant Application; Retail Food Inspection; 1/1/23-12/31/23; $12,000
  6. Second Amendment to the Voting System and Managed Services Agreement by and between Dominion Voting Systems, Inc. and Gunnison County, CO; 12/15/22-12/31/29
  7. Grant Award Letter, Summary of Grant Award Terms and Conditions; Election Security Improvements; 10/20/22-6/30/23; $12,025.68

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.

8. Second Amendment to the Intergovernmental Agreement Establishing the Gunnison Valley Regional Housing Authority; $128,500
9. 2023 CCI Proxy Designation; Designate Assistant County Manager for Health, Human and Safety Services Joni Reynolds to CCI's Health and Human Services Steering Committee
10. Parents as Teachers Affiliate Plan; Across-agency Project for Support of Families and Young Children to Reduce the Quantity and Impact of Adverse Childhood Experiences; $65,000
11. Amendment No. One (1) to Contract Dated September 29, 2022 between Jviation, a Woolpert Company and Gunnison County, Gunnison, Colorado; Rehabilitate General Aviation Apron; $879,270.50

- Scheduling

8:35 • County Manager's Reports

8:40 • Resolution Amending the Gunnison County Budget for Fiscal Year 2022 and Amending the Appropriation Resolution

- Set Gunnison County Mill Levy and Certify All Taxing Entities' Mill Levies to County Assessor

8:45 • 2023 Water Sewer and Landfill Rate Resolutions:

1. Resolution Amending Certain Charges and Fees for Integrated Solid Waste Services Effective January 1, 2023; This Resolution Supersedes Resolution 22-4
2. Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the Antelope Hills Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 22-5
3. Resolution Establishing the Schedule of Fees and Rates for Water Service within the Antelope Hills Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 22-6
4. Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the Dos Rios Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 22-7
5. Resolution Establishing the Schedule of Fees and Rates for Water Service within the Dos Rios Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 22-8
6. Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the North Gunnison Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 22-9
7. Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the Somerset Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 22-10
8. Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the Tomichi Division of the Gunnison County Water and Sewer District; This Resolution Supersedes Resolution 22-11

8:50 • Financials:

1. Vouchers and Transfers
2. Treasurer's Report

8:55 • Airport Lease Termination Agreement; Mark W. Warren; $90,000

9:00
- Public Hearing; Region 10 Community Development Block Grant Application to the Colorado Department of Local Affairs
    1. Possible Action; Approval for Region 10 Community Development Block Grant Application

9:10
- Resolution Adopting the Gunnison County Policy and Procedures Regarding Security Transportation Services

9:15
- Lot Cluster Agreement and Declaration; J Reed Bumgarner; LUC-22-00064
- Resolution Approving the Grant Application for a Transformational Affordable Housing, Homeownership, and Workforce Housing Grant Program from the Colorado Division of Housing
- Crested Butte South POA Covenant Amendments; LUC-21-00061

9:30
- GV Heat Program Discussion

9:40
- Discussion Regarding Notice of Intent by Bureau of Reclamation to Prepare Supplemental Environmental Impact Statement for December 2007 Record of Decision Regarding Colorado River Interim Guidelines for Lower Basin Shortages and Coordinated Operations for Lake Powell and Lake Mead
- 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

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

10:15 am
- (See separate agenda)

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

10:45 am
- HB 1177 Roundtable Update

11:00
- Colorado River Water Conservation District Update

11:15
- Upper Gunnison River Water Conservancy District Update

11:30
- Gunnison Valley Health Board of Trustees Update

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=MjNDbTZHTFNrRVdDemZJdC91aVBlZz09
Meeting ID: 827 5365 7556
Passcode: 471302
One tap mobile
+12532158782,,82753657556#,,,,*471302# US (Tacoma)
+13462487799,,82753657556#,,,,*471302# US (Houston)

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License; Gunnison Golf Club, Inc.

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Liquor License for Gunnison Golf Club Inc dba Dos Rios Golf &Country Club

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/13/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/15/2022

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

Agenda Date: 12/20/2022

Revised April 2015

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

GUNNISON GOLF CLUB, INC
dba DOS RIOS GOLF & COUNTRY CLUB
501 CAMINO DEL RIO
Gunnison CO 81230

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
05-07972-0000	**December 31, 2023**
License Type: **HOTEL & RESTAURANT / OPTIONAL (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

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

In testimony whereof, I have hereunto set my hand. 12/12/2022 CG

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

DR 8400 (03/10/22)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

DOS RIOS GOLF & COUNTRY CLUB
PO BOX 86
Gunnison CO 81230-0086

Fees Due	
Renewal Fee	500.00
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X 1	$ 100
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$ 600

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below **Return to city or county licensing authority by due date**

Licensee Name GUNNISON GOLF CLUB, INC		Doing Business As Name (DBA) DOS RIOS GOLF & COUNTRY CLUB	
Liquor License # 05-07972-0000	License Type Hotel & Restaurant / Optional (county)		
Sales Tax License Number 05079720000	Expiration Date 12/31/2022	Due Date 11/16/2022	
Business Address 501 CAMINO DEL RIO Gunnison CO 81230			Phone Number 9706411482
Mailing Address PO BOX 86 Gunnison CO 81230-0086		Email INFO @ DOSRIOSGOLFCLUB.ORG	
Operating Manager BRIAN TURNER	Date of Birth 7/3/1973	Home Address POBox 2134 Crested Butte CO 81224	Phone Number 9702753508

1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
   Are the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease_____

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No

3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☒ No

3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No

DR 8495 (07/23/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Tax Check Authorization, Waiver, and Request to Release Information

I, BRIAN TURNER am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of GUNNISON GOLF CLUB, INC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)		Social Security Number/Tax Identification Number
GUNNISON GOLF CLUB, INC		84-0586514
Address		
PO BOX 86		
City	State	Zip
GUNNISON	CO	81230
Home Phone Number	Business/Work Phone Number	
	970 641 1482	
Printed name of person signing on behalf of the Applicant/Licensee		
BRIAN TURNER		
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)		Date signed
X B. P		12/14/2022

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
BRIAN TURNER	G.M.
Signature	**Date**
X B. T	12/14/2022

Report & Approval of City or County Licensing Authority
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.
Therefore this application is approved.

Local Licensing Authority For		Date
Gunnison County		12-5-22
Signature	**Title**	**Attest**
Kathy Similion	County Clerk	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License; Kebler Corner Liquors, L

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Liquor License Renewals for:
Kebler Corner Liquors LLC dba Kebler Corner Liquors, Amie Mountain Lodge LLC dba Inn At Arrowhead, Black Mesa Lodge LLc dba Black Mesa

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/12/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/15/2022

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

Agenda Date: 12/20/2022

Revised April 2015

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

KEBLER CORNER LIQUORS LLC
dba KEBLER CORNER LIQUORS
30682 COUNTY ROAD 12 UNIT A
Somerset CO 81434

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-10559	**October 02, 2023**
License Type: **LIQUOR STORE (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

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

In testimony whereof, I have hereunto set my hand. 11/22/2022 YHK

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

DR 8400 (03/10/22)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

KEBLER CORNER LIQUORS
30682 COUNTY ROAD 12 UNIT A
Somerset CO 81434

received
8-3-2022

Fees Due	
Renewal Fee	362.50
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$ 362.50

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below **Return to city or county licensing authority by due date**

Licensee Name KEBLER CORNER LIQUORS LLC		Doing Business As Name (DBA) KEBLER CORNER LIQUORS	
Liquor License # 03-10559	License Type Liquor Store (county)		
Sales Tax License Number 34556329	Expiration Date 10/02/2022	Due Date 08/18/2022	
Business Address 30682 COUNTY ROAD 12 UNIT A Somerset CO 81434			Phone Number 9704714485
Mailing Address 30682 COUNTY ROAD 12 UNIT A Somerset CO 81434		Email emily@keblercorner.com	
Operating Manager Emily StRuth	Date of Birth 6/8/77	Home Address 30682 CR 12, Somerset, CO 81434	Phone Number 970-929-5629

1. Do you have legal possession of the premises at the street address above? ☑ Yes ☐ No
   Are the premises owned or rented? ☑ Owned ☐ Rented* *If rented, expiration date of lease_____

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☑ No

3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☑ No

3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☑ No

4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☑ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☑ No

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☑ No

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Emily W. St Ruth	Owner/Operator
Signature Em W St Ruth	**Date** 8/1/22

Report & Approval of City or County Licensing Authority
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.
Therefore this application is approved.

Local Licensing Authority For: Gunnison County		Date 8-3-2022
Signature Kathy Smillie	**Title** County Clerk	**Attest**

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

BLACK MESA LODGE LLC
dba BLACK MESA LODGE
100 CORRAL GULCH RD
Gunnison CO 81230

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
26-54026-0000	**September 06, 2023**
License Type: **HOTEL & RESTAURANT (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

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

In testimony whereof, I have hereunto set my hand. 11/22/2022 YHK

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

DR 8400 (03/10/22)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

BLACK MESA LODGE
PO BOX 132
Crawford CO 81415

received
8-11-2022
KS

Fees Due	
Renewal Fee	550.00
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$550

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below **Return to city or county licensing authority by due date**

Licensee Name BLACK MESA LODGE LLC		Doing Business As Name (DBA) BLACK MESA LODGE	
Liquor License # 26-54026-0000	License Type Hotel & Restaurant (county)		
Sales Tax License Number 26540260000	Expiration Date 09/06/2022	Due Date 07/23/2022	
Business Address 100 CORRAL GULCH RD Gunnison CO 81230			Phone Number 9705960390
Mailing Address PO BOX 132 Crawford CO 81415		Email Tom6972@MSN.com	
Operating Manager Tom McLeod	Date of Birth 4-23-53	Home Address 706-1550 Rd, Delta CO 81416	Phone Number 970-596-0390

1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
   Are the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease_____

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No

3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☒ No

3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Charles T McLeod	Owner
Signature: Charles T McLeod	Date: 4-11-2022

Report & Approval of City or County Licensing Authority
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.
Therefore this application is approved.

Local Licensing Authority For		Date
Gunnison County		8-11-2022
Signature: Kathy Semillion	Title: County Clerk	Attest:

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

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

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-01981	**October 15, 2023**
License Type: **HOTEL & RESTAURANT (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

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

In testimony whereof, I have hereunto set my hand. 11/22/2022 YHK

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

DR 8400 (03/10/22)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

INN AT ARROWHEAD
21401 ALPINE PLATEAU
Cimarron CO 81220

received
8-26-2022

Fees Due	
Renewal Fee	550.00
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$ 550.00

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below **Return to city or county licensing authority by due date**

Licensee Name AMIE MOUNTAIN LODGE LLC		Doing Business As Name (DBA) INN AT ARROWHEAD	
Liquor License # 03-01981	License Type Hotel & Restaurant (county)		
Sales Tax License Number 30119387	Expiration Date 10/15/2022	Due Date 08/31/2022	
Business Address 21401 ALPINE PLATEAU Cimarron CO 81220			Phone Number 9708628206
Mailing Address 21401 ALPINE PLATEAU Cimarron CO 81220		Email Relax@ArrowheadMountainLodge.com	
Operating Manager Jessica Amic	Date of Birth 5/19/1980	Home Address 606 Snowshoe Lane, Cimarron, Co 81220	Phone Number 970-443-7465

1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
   Are the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease Evergreen w/ 90 day notice
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☒ No
3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
JESSICA AMIE	OWNER
Signature	**Date**
Jessica Amie	8/5/2022

Report & Approval of City or County Licensing Authority
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.
Therefore this application is approved.

Local Licensing Authority For		Date
Gunnison County		8-26-2022
Signature	**Title**	**Attest**
Hilary Semmilion	County Clerk	

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

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

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

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-15394	**October 28, 2023**

License Type
HOTEL & RESTAURANT (COUNTY)

Authorized Beverages
MALT, VINOUS AND SPIRITUOUS LIQUOR

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

In testimony whereof, I have hereunto set my hand. 11/21/2022 CG

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

Hotel / Restaurant

DR 8400 (03/10/22)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

Late fee $500.00

received 11-10-2022

Fees Due	
Annual Renewal Application Fee	$ 50.00
Renewal Fee	500.00
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$550

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below **Return to city or county licensing authority by due date**

Licensee Name: Harmels Operations LLC		Doing Business As Name (DBA): Harmels Ranch Resort	
Liquor License #: 03-15394	License Type: Hotel & Restaurant		
Sales Tax License Number: 94943745-0001	Expiration Date: 12/31/2023	Due Date: 10-28-2022	
Business Address: 6748 CR 742 Almont, CO 81210			Phone Number: (970)641-1740
Mailing Address: 6748 CR 742 Almont, CO 81210		Email: stay@harmels.com	
Operating Manager: David Reynolds	Date of Birth: 12/14/1968	Home Address: 1000 CR 744 Almont, CO 81210	Phone Number: (970) 712-4526

1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
   Are the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease_____

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No

3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☒ No

3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
David Reynolds	Owner
Signature	Date
	11/10/2022

Report & Approval of City or County Licensing Authority
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.
Therefore this application is approved.

Local Licensing Authority For		Date
Gunnison County		11-10-2022
Signature	Title	Attest
Kathy Swallow	County Clerk	

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET

GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-10559

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

KEBLER CORNER LIQUORS LLC DBA KEBLER CORNER LIQUORS

30682 COUNTY ROAD 12 UNIT A

SOMERSET, COLORADO 81434

Fee $100.00

Effective Dates: 10.02.2022 – 10.02.2023

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended; and the Ordinances of the County of Gunnison as applicable.

Kathy Simillion 11-28-2022

Gunnison County Clerk Date Board of County Commissioners Date

Kathy Simillion

Gunnison County
COLORADO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230

LICENSE TYPE

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

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

Fee $100.00

Effective Dates: 10.15.2022 – 10.15.2023

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended; and the Ordinances of the County of Gunnison as applicable.

Kathy Simillion 11-28-2022

Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

Gunnison County
COLORADO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #26-54026-0000
to sell/serve malt, vinous, spirituous liquor for (on the)-premises consumption in the County of Gunnison, Colorado.

BLACK MESA LODGE LLC DBA BLACK MESA LODGE
100 CORRAL GULCH RD
GUNNISON, COLORADO 81230

Fee $100.00

Effective Dates: 09.06.2022 – 09.06.2023

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended; and the Ordinances of the County of Gunnison as applicable.

Kathy Simillion 11-28-2022

Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

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

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-15394
to sell/serve malt, vinous, spirituous liquor for (on the)-premises consumption in the County of Gunnison, Colorado.

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

Fee $100.00

Effective Dates: 10.28.2022 – 10.28.2023

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended; and the Ordinances of the County of Gunnison as applicable.

Kathy Simillion 11-22-2022

Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution Amending the Gunnison River Valley Loca

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: LMD and Citizens

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

Summary:

LMD 2022 Budget Amendment Resolution

Fiscal Impact:

Submitted by: Perry Solheim **Submitter's Email Address:** psolheim@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 12/16/2022

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/16/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/16/2022

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 12/20/2022

Revised April 2015

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT
RESOLUTION NO. 2022-__

A RESOLUTION AMENDING THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT BUDGET FOR FISCAL YEAR 2022 AND AMENDING THE APPROPRIATION RESOLUTION.

WHEREAS, at the time of the adoption of the budget for the Gunnison River valley Local Marketing District for fiscal year 2022 certain expenditures were not anticipated; and

WHEREAS, revenues can now be identified for such expenditures;

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

1. Local Marketing District Fund. The revenues are increased in the amount of $64,450 as detailed by account number on Appendix A attached.

The above sums of money, or as much thereof as may be authorized by law and as may be deemed necessary to defray the expenses and liabilities of the Gunnison River Valley Local Marketing District, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation resolutions - Resolution Nos. 2021-1 and 2021-2 respectively - for the Gunnison County Local Marketing District for the fiscal year beginning January 1, 2022 and ending December 31, 2022; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 20th day of December 2022.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Elizabeth Smith, Commissioner

Attest:

_____
Deputy County Clerk

APPENDIX A

ORG	OBJECT	PROJECT	COMMENT	DEBIT	CREDIT	TOTAL	FUND
91810000	57324		BUDGET INCREASE	$ 44,560.00	$ -		91
91810000	59028		MKTDIST BUDGET INCREASE	19,890.00	0		91
			LMD FUND EXPENDITURES	64,450.00	-	64,450.00	
			GRAND TOTAL	**$ 64,450.00**	**$ -**	**$ 64,450.00**	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution Amending the Gunnison County Housing Au

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: GC Housing Authority and Citizens

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

Summary:

2022 Housing Authority Budget Amentdment

Fiscal Impact: Budget Amendment

Submitted by: Perry Solheim **Submitter's Email Address:** psolheim@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 12/16/2022

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/16/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/16/2022

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

Agenda Date: 12/20/2022

Revised April 2015

GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO. 2022-__

A RESOLUTION AMENDING THE GUNNISON COUNTY HOUSING AUTHORITY BUDGET FOR FISCAL YEAR 2022 AND AMENDING THE APPROPRIATION RESOLUTION.

WHEREAS, at the time of the adoption of the budget for the Gunnison County Housing Authority for fiscal year 2022 certain revenues were unassured; and

WHEREAS, revenues can now be identified for such expenditures;

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

1. Gunnison County Housing Fund. The revenues are increased in the amount of $60 as detailed by account number on Appendix A attached.

The above sums of money, or as much thereof as may be authorized by law and as may be deemed necessary to defray the expenses and liabilities of the Gunnison County Housing Authority, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation resolutions - Resolution Nos. 2021-002 and 2021-003 respectively - for the Gunnison County Housing Authority for the fiscal year beginning January 1, 2022 and ending December 31, 2022; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 20th day of December 2022.

GUNNISON COUNTY HOUSING AUTHORITY

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Elizabeth Smith, Commissioner

Attest:

_____
Deputy County Clerk

APPENDIX A

ORG	OBJECT	PROJECT	COMMENT	DEBIT	CREDIT	TOTAL	FUND
70737000	57490		BUDGET AMENDMENTS	$ -	$ 60.00		70
			HOUSING AUTHORITY FUND EXPENDITURES	**-**	**60.00**	**(60.00)**	
			GRAND TOTAL	**$ -**	**$ 60.00**	**$ (60.00)**	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution Approving the Grant Application for a T

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Approval of resolutions authorizing two grant applications to the Colorado Division of Housing.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/14/2022

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

Comments:
Appear legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/16/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/16/2022

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 12/20/2022

Revised April 2015

Gunnison County, CO
Community Development Department
221 N. Wisconsin St. Ste. D, Gunnison, CO 81230
Phone: (970) 641-0360 FAX: (970) 641-8585
Website: www.gunnisoncounty.org
Email: planning@gunnisoncounty.org

To: BOCC

From: Cathie Pagano, Director of Community and Economic Development

Date: December 12, 2022

Re: CO Division of Housing Grant Applications

County staff are preparing two grant application for the Colorado Division of Housing (DOH) Transformational Affordable Housing, Homeownership, and Workforce Housing Grant Program. The first applications are due January 1, 2023 and were opened on November 22, 2022. Applications will be accepted monthly until all funds are expended.

Gunnison County is submitting two applications.

The first application is for $10 million to support the installation of infrastructure at the County's Whetstone workforce housing development. Funds may also be used to provide gap financing and to increase the availability of for sale housing. A match of 25% is required to be sourced from the applicant or other third party. The County has received cost estimates for the installation of horizontal infrastructure for the project including utilities, streets, sidewalks, etc. The total estimated infrastructure cost is $16.1 million.

The second application is for $1.5 million to payoff the debt at Mountain View apartments and pay for the remodel of the building to improve the livability of the residential units and improve energy efficiency.

The DOH application requires approval from the authorizing body for the submission of the applications. Two resolutions are attached for your consideration. Please feel free to contact me with any questions. Thank you.

GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO. 2022 - ___

A Resolution Approving the Grant Application for a Transformational Affordable Housing, Homeownership, and Workforce Housing Grant Program from the Colorado Division of Housing

WHEREAS, the Gunnison County Board of Commissioners as the Gunnison County Housing Authority supports the Grant Application for a Transformational Affordable Housing, Homeownership, and Workforce Housing Grant Program from the Colorado Division of Housing.

WHEREAS, Gunnison County may request up to $1.5 million from the Colorado Division of Housing to support the debt payoff and remodel and rehabilitation of Mountain View apartments.

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

1. If the grant is awarded, the Gunnison County Housing Authority strongly supports the fulfillment of the project.
2. The Gunnison County Housing Authority authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.
3. If the grant is awarded, the Gunnison County Housing Authority hereby authorizes the County Manager to sign the grant agreement and hereby delegates to the County Manager the authority to negotiate and execute any related agreements or documents.

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

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

Gunnison County Housing Authority

_____
Jonathan Houck

_____
Roland Mason

_____
Elizabeth Smith

ATTEST:

Gunnison County Deputy Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: December 15, 2022 Special Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

The draft 12/15/2022 meeting minutes are attached.

Fiscal Impact: N/A

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/15/2022

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

Agenda Date: 12/20/2022

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
December 15, 2022

The December 15, 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
Katherine Haase, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY HOUSING AUTHORITY SPECIAL MEETING:

CALL TO ORDER: Chairperson Houck called the Gunnison County Housing Authority meeting to order at 11:30 am. County Attorney Matthew Hoyt and Chief Financial Officer Perry Solheim were present.

2023 GUNNISON COUNTY HOUSING AUTHORITY BUDGET ADOPTION:

1. Resolution; Adopting a Budget for the Gunnison County Housing Authority for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023. Moved by Commissioner Smith, seconded by Commissioner Houck to approve Resolution #2022-002, a Resolution Adopting a Budget for the Gunnison County Housing Authority for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023. Motion carried unanimously.
2. Resolution; Appropriating Revenues for the Gunnison County Housing Authority for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023. Moved by Commissioner Smith, seconded by Commissioner Houck to approve Resolution #2022-003, a Resolution Appropriating Revenues for the Gunnison County Housing Authority for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the Gunnison County Housing Authority meeting at 11:33.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT SPECIAL MEETING:

CALL TO ORDER: Chairperson Houck called the Gunnison River Valley Local Marketing District meeting to order at 11:33 am. County Attorney Matthew Hoyt and Chief Financial Officer Perry Solheim were present.

2023 GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT BUDGET ADOPTION:

1. Resolution; Adopting a Budget for the Gunnison River Valley Local Marketing District for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023. Moved by Commissioner Smith, seconded by Chairperson Houck to approve Resolution #2022-2, a Resolution Adopting a Budget for the Gunnison River Valley Local Marketing District for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023. Motion carried unanimously.
2. Resolution; Appropriating Revenues for the Gunnison River Valley Local Marketing District for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023. Moved by Commissioner Smith, seconded by Chairperson Houck to approve Resolution #2022-3, a Resolution Appropriating Revenues for the Gunnison River Valley Local Marketing District for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the Gunnison River Valley Local Marketing District meeting at 11:35 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

CALL TO ORDER: Chairperson Houck called the Gunnison County Board of County Commissioners meeting to order at 11:35 am. County Attorney Matthew Hoyt and Chief Financial Officer Perry Solheim were present.

2023 GUNNISON COUNTY BUDGET ADOPTION:

1. Resolution; Adopting a Budget for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023. Moved by Commissioner Smith, seconded by Commissioner Mason to approve Resolution #2022-43, a Resolution Adopting a Budget for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023. Motion carried unanimously.
2. Resolution; Appropriating Revenues of the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023. Moved by Commissioner Smith, seconded by Commissioner Mason to approve Resolution #2022-44, a Resolution Appropriating

Revenues of the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023. Motion carried unanimously.

3. Resolution; Setting the Mill Levy for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023. Moved by Commissioner Smith, seconded by Commissioner Mason to approve Resolution #2022-45, a Resolution Setting the Mill Levy for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023. Motion carried unanimously.
4. Resolution; Setting the Temporary Tax Credit Mill Levy for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023. Moved by Commissioner Smith, seconded by Commissioner Mason to approve Resolution #2022-46, a Resolution Setting the Temporary Tax Credit Mill Levy for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the Gunnison County Board of County Commissioners meeting at 11:39 am.

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Liz Smith, Commissioner

Minutes Prepared By:

_____
Katherine Haase, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO. 2022-002

A RESOLUTION ADOPTING A BUDGET FOR THE GUNNISON COUNTY HOUSING AUTHORITY FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023

WHEREAS, the Board of the Gunnison County Housing Authority did on the 6th day of December, 2022, consider a proposed budget covering the fiscal operations of the County of Gunnison for fiscal year 2023; and

WHEREAS, public notice of such budget hearing was published as required by law on October 20 and October 21, 2021; and

WHEREAS, the Board of the Gunnison County Housing Authority, after considering the proposed budget at said public hearing and after considering public comment, did take into consideration the public comment in developing the final budget; and

WHEREAS, all expenditures budgeted by the Board of the Gunnison County Housing Authority have been matched by projected income so that the total means of financing the budget is at least equal to or greater than the amount of the proposed expenditures;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison County Housing Authority, that the budget of the fiscal year beginning January 1, 2023, and ending December 31, 2023, which was considered at the public hearing on December 6, 2022, and finally accepted by the Board on the 15th day of December, 2022, be and the same hereby is approved and adopted as the budget for the Gunnison County Housing Authority for the fiscal year 2023 beginning January 1, 2023, and ending December 31, 2023.

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 15th day of December, 2022.

GUNNISON COUNTY HOUSING AUTHORITY

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

GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO. 2022-003

A RESOLUTION APPROPRIATING REVENUES FOR THE GUNNISON COUNTY HOUSING AUTHORITY FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023

WHEREAS, the Board of the Gunnison County Housing Authority has adopted a budget for the fiscal year beginning January 1, 2023, and ending December 31, 2023, in accordance with the statutes of the State of Colorado,

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison County Housing Authority, that the following sums of money or as much thereof as may be authorized by law and as may be needed or deemed necessary to defray all expenses and liabilities of the Gunnison County Housing Authority, be and the same hereby are appropriated for the lawful purposed and objectives of the Gunnison County Housing Authority during the 2023 fiscal year:

Gunnison County Housing Authority	$8,290,350
Total Appropriations	$8,290,350

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 15th day of December, 2022.

GUNNISON COUNTY HOUSING AUTHORITY

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

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT
RESOLUTION NO. 2022-2

A RESOLUTION ADOPTING A BUDGET FOR THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023

WHEREAS, the Board of the Gunnison County River Valley Local Marketing District did on the 6th day of December, 2022, consider a proposed budget covering the fiscal operations of the County of Gunnison for fiscal year 2023; and

WHEREAS, public notice of such budget hearing was published as required by law on October 20 and October 21, 2022; and

WHEREAS, the Board of the Gunnison River Valley Local Marketing District after considering the proposed budget at said public hearing and after considering public comment, did take into consideration the public comment in developing the final budget; and

WHEREAS, all expenditures budgeted by the Board of the Gunnison River Valley Local Marketing District have been matched by projected income and existing resources so that the total means of financing the budget is at least equal to or greater than the amount of the proposed expenditures;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison River Valley Local Marketing District, that the budget of the fiscal year beginning January 1, 2023, and ending December 31, 2023, which was considered at the public hearing on December 7, 2021, and finally accepted by the Board on the 15th day of December, 2022, be and the same hereby is approved and adopted as the budget for the Gunnison River Valley Local Marketing District for the fiscal year 2023 beginning January 1, 2023, and ending December 31, 2023.

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 15th day of December, 2022.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

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

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT
RESOLUTION NO. 2022-3

A RESOLUTION APPROPRIATING REVENUES FOR THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023

WHEREAS, the Board of the Gunnison River Valley Local Marketing District has adopted a budget for the fiscal year beginning January 1, 2023, and ending December 31, 2023, in accordance with the statutes of the State of Colorado,

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison River Valley Local Marketing District, that the following sums of money or as much thereof as may be authorized by law and as may be needed or deemed necessary to defray all expenses and liabilities of the Gunnison River Valley Local Marketing District, be and the same hereby are appropriated for the lawful purposes and objectives of the Gunnison River Valley Local Marketing District during the 2023 fiscal year:

Gunnison River Valley Local Marketing District	$3,450,000
Total Appropriations	$3,450,000

DRAFT

INTRODUCED by Commissioner Smith, seconded by Commissioner Houck, and adopted this 15th day of December, 2022.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 2022-43

A RESOLUTION ADOPTING A BUDGET FOR THE COUNTY OF GUNNISON, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado did on the 6th day of December, 2022 consider a proposed budget covering the fiscal operations of the County of Gunnison for fiscal year 2023; and

WHEREAS, public notice of such budget hearing was published as required by law on October 20 and October 21, 2022; and

WHEREAS, the Board of County Commissioners, after considering the proposed budget at said public hearing did take into consideration the public comment in developing the final budget; and

WHEREAS, all expenditures budgeted by the Board of County Commissioners have been matched by projected income and existing resources so that the total means of financing the budget is at least equal to or greater than the amount of the proposed expenditures;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the budget of the fiscal year beginning January 1, 2023 and ending December 31, 2023, which was considered at the public hearing on December 6, 2022, and finally accepted by the Board on the 15th day of December, 2022, be and the same hereby is approved and adopted as the budget for the County of Gunnison, Colorado, for the fiscal year 2023 beginning January 1, 2023, and ending December 31, 2023.

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted this 15th day of December, 2022.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 2022-44

A RESOLUTION APPROPRIATING REVENUES OF THE COUNTY OF GUNNISON, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado, has adopted a budget for the fiscal year beginning January 1, 2023, and ending December 31, 2023, in accordance with the statutes of the State of Colorado:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the following sums of money or as much thereof as may be authorized by law and as may be needed or deemed necessary to defray all expenses and liabilities of the County, be and the same hereby are appropriated for the lawful purposes and objects of the County of Gunnison during the 2023 fiscal year:

General Fund	$16,495,255
Road & Bridge Fund	5,661,535
Human Services Fund	5,044,158
Conservation Trust Fund	60,000
Sales Tax Fund	4,451,885
Land Preservation Fund	611,300
Mosquito Control District Fund	110,100
Sage Grouse Trust Fund	25,835
Risk Management Fund	100,600
Public Health Agency Fund	2,550,812
Public Trustee Agency Fund	98,738
Capital Expenditures Fund	1,991,369
Debt Service Fund	2,338,774
Airport Operations Fund	1,801,033
Gunnison County Sewer District Fund	1,089,441
Gunnison County Water District Fund	428,342
Solid Waste Fund	1,808,689
Gunnison Valley Health Fund	93,728,837
Gunnison Valley Transportation Authority	11,261,960
Internal Service I Fund	3,947,100
Internal Service II Fund	1,182,374
Internal Service III Fund	2,400,000

TOTAL APPROPRIATIONS $157,188,137

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted this 15th day of December, 2022.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 2022-45

A RESOLUTION SETTING THE MILL LEVY FOR THE COUNTY OF GUNNISON, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado has adopted a budget for the fiscal year beginning January 1, 2023, and ending December 31, 2023, in accordance with the statutes of the State of Colorado, which budget includes revenues from ad valorem taxes; and

WHEREAS, the Board of County Commissioners has also appropriated the necessary revenues for the said 2023 fiscal year as authorized by law in accordance with the statutes of the State of Colorado; and

WHEREAS, the Gunnison County Assessor has certified the 2022 total net assessed valuation of $814,803,800; and

WHEREAS, this 16.185 total mill levy shall be net of the temporary credit established in Resolution #2022-46, a Resolution Setting the Temporary Tax Credit Mill Levy for the County of Gunnison, Colorado for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the following mill levies are hereby established and levied upon the total valuation for assessment of all taxable property within Gunnison County for the fiscal year 2023:

	General Operating	Tax Abatement	Total
General Fund	14.455	.030	14.485
Hospital Fund (GHCC)	1.199	.000	1.199
Human Services Fund	0.501	.000	0.501
	16.155	.030	16.185
Total Mill Levy			16.185

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted this 15th day of December, 2022.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 2022-46

A RESOLUTION SETTING THE TEMPORARY TAX CREDIT MILL LEVY FOR THE COUNTY OF GUNNISON, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado has adopted a budget for the fiscal year beginning January 1, 2023, and ending December 31, 2023, in accordance with the statutes of the State of Colorado, which budget includes revenues from ad valorem taxes; and

WHEREAS, the Board has determined that the permanent mill levy of 17.075 mills will raise excess revenues; and

WHEREAS, the revenue limit created by the Constitution and the laws of the State of Colorado will be reached by a mill levy of 16.155, plus a refund/abatement mill levy of 0.030 for a total mill levy of 16.185.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that this Board refund the excess revenue raised through a temporary tax credit of 0.920 mills to be applied to each tax schedule issued by the County Assessor and Treasurer.

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted this 15th day of December, 2022.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

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

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: State of Colorado Third Party Entity/Organization

Action Requested: County Manager Signature

Parties to the Agreement: Sate of Colorado

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

Summary:

STATE OF COLORADO
THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED

Fiscal Impact:

Submitted by: Blair Burgess **Submitter's Email Address:** bburgess@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/7/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/15/2022

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

Agenda Date: 12/20/2022

Revised April 2015

FAQ ON CERTIFICATION REQUIREMENT MANDATED IN § 24-74-105, C.R.S.
PROTECTION OF PERSONAL IDENTIFYING INFORMATION ACT

Background

The Protection of Personal Identifying Information Act, codified at §§ 24-74-101-108, C.R.S. places certain obligations and restrictions on state agencies from collecting and sharing personal identifying information (PII). In order to ensure state contractors/vendors are supporting state agencies in their compliance with their obligations under the statute, any contractor/vendor that has direct access to a database containing PII must, on an annual basis, certify under penalty of perjury that it will not use or disclose PII for purposes of investigating for, participating in, cooperating with, or assisting in federal immigration enforcement, including enforcement of civil immigration laws and 8 U.S.C. sec. 1325 or 1326 , unless required by federal or state law or to comply with a court-issued subpoena, warrant, or order.

Pursuant to the statute, the Office of the Attorney General has created two form certifications: one to be executed by entities (Organization Certification), and one to be executed by individuals (Individual Certification).

When do contractors need to sign a certification?

Contractors are required to sign a certification if they will be given direct access to databases containing PII. For instance, if a contractor is granted a log-in to state systems containing PII, or if a contractor manages, hosts, or supports (e.g., IT support) a database containing PII, the contractor must sign a certification, even if the contractor's role does not require day to day interaction with PII.

What information qualifies as PII?

PII is defined very broadly and includes any information that may be used with other information to identify a specific individual. See § 24-74-102(1), C.R.S., for the full definition, which includes examples of the type of information that is covered by the statute.

How often do contractors need to sign a certification?

Contractors are required to sign a certification on an annual basis, so long as they continue to have access to state databases containing PII.

When can a contractor use the Organization Certification?

A contractor may use the Organization Certification if it agrees in the main agreement to ensure that all its employees will be obligated to comply with the restrictions related to the use and disclosure of PII described in the certification. If the contractor cannot agree to this, then any individual who has access to a database containing PII must sign an Individual Certification.

Who is authorized to sign the certification?

Organization Certifications must be signed by an individual that is legally authorized to execute a contract or other document on behalf of the company providing services. This is usually an officer of the company. Individual Certifications must be signed by the individual granted direct access to a state database containing PII.

If you have any questions regarding whether a certification is necessary for a particular service, please contact the office of the Attorney General at privacycertification@coag.gov.

STATE OF COLORADO

THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: County Aid Agreement; Gunnison Valley Animal Welfa

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Award to Gunnison Valley Animal Welfare League, this will supersede previous agreements due to award amount incorrectly entered.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/12/2022

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/12/2022 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/15/2022

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

Agenda Date: 12/20/2022

Revised April 2015

COUNTY AID AGREEMENT

Project Title: GUNNISON VALLEY ANIMAL WELFARE LEAGUE

Award Period: **JANUARY 1, 2022 TO DECEMBER 31, 2022**

Award: $11,000

PARTIES TO AGREEMENT

GUNNISON COUNTY: The Board of County Commissioners of the County of Gunnison, State of Colorado (the "Board", the "County" or "Gunnison County")
Address: 200 E Virginia Ave
Gunnison CO 81230
Telephone: (970) 641-0248
Facsimile: (970) 641-3061

RECIPIENT:
Address: **Gunnison Valley Animal Welfare League**
PO Box 1834
Gunnison, Colorado 81230
Contact Name: **Erica Bendixen**
Telephone: (___) ___-_____
Email: _____

Recipient

RECITALS

WHEREAS the County appropriates funds to be used by various nonprofit agencies and other governmental entities for the purpose of benefitting Gunnison County residents;

WHEREAS the Recipient has requested funding for a program that benefits County residents and/or visitors; and

WHEREAS the Recipient agrees that all funds received from the County will be expended for the purposes described in this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above and all exhibits are hereby incorporated herein.

2. **Award.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Recipient a sum not to exceed Eleven Thousand and No/100 U.S. **dollars** (**$11,000)** (the "Award"). The Award shall be used by Recipient to assist the County consistent with Recipient's current mission and operations and to help promote the County's Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan ("Project").

3. **Project Scope.** Recipient shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.

4. **Authorized Representative.** Katherine Haase, (the "Authorized Representative"), or her successor, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

5. **Payment of Award.** Subject to the Board's determination in its sole discretion that Recipient is in compliance with this Agreement, the Board shall disburse the funds for the Award in a manner determined by the County in its sole discretion. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is the Award amount. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Recipient. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

6. **Reporting Requirement.** Recipient agrees to submit reports regarding expenditure of the funds as directed by the County.

7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Recipient hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Recipient agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

8. **Confidentiality.** The parties agree to keep any specialized details of security arrangements or physical or cyber assets, confidential to the extent possible under the law. Any Party will notify the other of any request to disclose such information prior to its release in order to elicit consent or concerns regarding such disclosure.

9. **Publicity.** The Recipient will acknowledge the funding support from Gunnison County in all informational materials and promotions about the Project.

10. **Security Breaches and Personal Information**

a. If Recipient obtains personal identifying information, as that term is defined in C.R.S. § 24-73-101, from the County during the course of this Agreement, Recipient shall destroy or properly dispose of the information in a manner that is compliant with C.R.S.§ 24-73-101 when that information is no longer needed for the performance of this Agreement. Recipient shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying

information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

b. In the event of a security breach, as defined in C.R.S. § 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Recipient shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

11. **Indemnification**. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Recipient or any other person or entity whatsoever, for any purpose whatsoever. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever in any way resulting from or arising from this Agreement. The parties to this Agreement warrant and agree that the County shall have no liability whatsoever in relation to Recipient's use or expenditure of the funds or for Recipient's actions or failure to act in relation to the Project.

12. **Independent Contractor.** The Recipient is an independent contractor. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Recipient shall be and remain at all times, employees or volunteers of the Recipient for all purposes. It is not intended nor shall it be construed that the Recipient, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever. The Recipient, at its expense, shall procure and maintain worker's compensation insurance as required law. **The Recipient acknowledges and agrees that it is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.**

13. **No Waiver of Governmental Immunity Act**. The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

14. **Audits and Accounting**. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Recipient shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The County shall have the right, upon reasonable notice to Recipient, to audit the books and records of Recipient which pertain to the Project and to the use and disposition of County funds. The County shall retain the authority to audit for two years after Project completion.

15. **Inspection**. The County shall have the right to inspect the Project area to ascertain compliance with this Agreement during business hours at any time during the Project and up to six months after termination or completion of the Project.

16. **Termination by County.** The County may terminate this Agreement at any time and for any reason by providing Recipient written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Recipient shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to

the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

17. Effect of Project Completion or Termination. Recipient agrees that Project completion or termination of this Agreement does not invalidate continuing obligations imposed on Recipient by this Agreement. Project completion or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter Recipient's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

18. Notices. Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Recipient to:	Gunnison County Community Administration Department Katherine Haase 200 E Virginia Ave Gunnison, CO 81230 (970) 641-0248 Email khaase@gunnisoncounty.org
with a copy to:	Gunnison County Attorney's Office 200 E Virginia Ave Gunnison CO 81230 (970) 641-5300 E-mail dbishop@gunnisoncounty.org
and by the County to:	Gunnison Valley Animal Welfare League Erica Bendixen PO Box 1834 Gunnison, Colorado 81230 (____) ____-_____ Email: _____

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

19. Assignment. Recipient may not assign its rights under this Agreement without the prior express written approval of the County, which the County may withhold in its sole discretion.

20. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Gunnison, State of Colorado.

21. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

22. **Prior Agreement.** This Agreement supersedes and replaces any and all prior agreements of the parties related to County funding to Recipient regarding or related to the Project.

23. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by fax, email or PDF, as if they were original signatures.

24. **Third Party Beneficiary.** The Board and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Recipient, and that no third-party beneficiaries are intended. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Recipient.

25. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

26. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of _____ 2022.

RECIPIENT: GUNNISON VALLEY ANIMAL WELFARE LEAGUE

Name: _____
Title: _____
Date: _____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

APPROVED:

_____
Matthew Birnie
County Manager

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Short Term Disability Claim Review Service Agreeme

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: 01/01/2023 **Term Ends:** **Grant Contract #:**

Summary:

Principal is the new life and disability provider administering our new short-term disability benefit - the agreement has been updated per guidelines.

Fiscal Impact:

Submitted by: Lauren Trautz **Submitter's Email Address:** ltrautz@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/12/2022

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

Comments:

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/14/2022 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/15/2022

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

Agenda Date: 12/20/2022

Revised April 2015

Principal Life Insurance Company
Des Moines, IA 50392-0002

Short Term Disability
Claim Review Service Agreement

This Agreement is made effective January, 1, 2023, by and between Gunnison County ("The Employer") and Principal Life Insurance Company ("Principal"), an Iowa insurance company.

WHEREAS, Principal has developed a Disability Claims Review Service which is designed to provide advice to employers who have self-funded and self-administered Short Term Disability benefit plans; and

WHEREAS the Employer desires to use the Disability Claim Review Service.

Now, THEREFORE, the parties agree as follows:

The Employer will submit information to Principal pertaining to employees who are not working due to injury or sickness, for advice on whether they would be eligible for benefits under the self-fund and self-administered plan. This information will be provided to Principal by via completion of a disability claim form.

Principal will review and evaluate the information submitted and provide advice which will assist the Employer in reaching a decision on whether to provide the employees with disability benefits under the self-funded and self-administered disability benefit plan. In performing such review, Principal will be given any additional information deemed necessary to evaluate the disability fairly and to advise the Employer properly which is expressed in Exhibit I, attached hereto and made part hereof.

GENERAL PROVISIONS:

1. Billing and Payment Arrangements

The Employer will pay Principal for Disability Claim Review Services in accordance with the compensation schedule described in EXHIBIT I attached hereto and made part hereof.

Additional actual costs incurred by Principal for information or special services received from medical providers or consultants outside of Principal's staff, shall be paid by the Employer. However, Principal will not incur such expense without first obtaining general approval from the Employer.

2. Confidentiality

a. Employer and Principal each acknowledge that performance of this Agreement may result in access to information properly deemed proprietary or confidential by the other, and they each agree to maintain the confidentiality of such information and to use it solely for the purposes of this Agreement.

b. Employer and Principal each acknowledge the sensitivity of personal information about employees, including but not limited to individually identifiable claims information. In any instance in which Employer requests access to such personal information, for itself or for any third party, Employer acknowledges that the information belongs to the self-funded or self-administered Short Term Disability benefit plan and that Employer's access to the information is in a fiduciary capacity.

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3. Relationship of the Parties

Principal will, and does, perform its duties pursuant to this Agreement as the agent of the Employer, which is the primary fiduciary with respect to the operation of the self-funded and self-administered disability benefit plan. The Employer, as Plan Administrator within the meaning of ERISA, has complete discretion to construe or interpret the provisions of that plan, to determine eligibility for benefits from that plan, and to determine the type and ex tent of benefits, if any, to be provided by that plan. The Employer's decisions in such matters shall be controlling, binding, and final. By this Agreement, the Employer is delegating to Principal such authority as is necessary to review and advise about claims, eligibility questions, and other matters referred pursuant to this Agreement; but the Employer reserves ultimate authority with respect to those and all other aspects of that plan. In any action to review any decision by the Employer about eligibility or benefits, the Employer will be deemed to have exercised its discretion properly unless it is proved duly that they have acted arbitrarily or capriciously.

4. Liability/Indemnification

The Employer shall be solely liable for payment of benefits under its self-funded and self-administered disability plan. Nothing in this Agreement shall be construed as imposing an obligation upon Principal to make claim decisions under the Employer's self-funded and self-administered disability plan. All such decisions are solely the responsibility of the Employer.

5. Terms and Termination

Either party upon 30 days prior written notice may terminate this Agreement. In the event of termination, Principal shall be compensated for all services performed up to the termination date and for all reimbursable expenses then due.

6. Miscellaneous

A. Nonexclusive Arrangement

This Agreement shall be nonexclusive. Principal and the Employer shall each have the right to enter into agreements with other persons and entities relating to claim services.

B. Non-waiver of Breach

Either party hereto may specifically waive any breach of this Agreement by the other party, but no such waiver shall be deemed to have been given unless such waiver is in writing, signed by the waiving party and specifically designating the breach waived. However, any such waiver shall not constitute a continuing waiver of similar or other breaches.

C. Assignment

Neither party may assign its rights or obligations under this Agreement without the advance written consent of the other party, which consent shall not be unreasonably withheld, ex cept

Principal may assign to Principal affiliates without such consent, provided that such affiliate shall be bound by the terms and conditions of this agreement.

D. Notices

All notices required to be given hereunder shall be made in writing and shall be deemed sufficiently given if delivered or mailed by first class, registered, certified mail or express mail to both parties

E. Binding on Successors and Assigns

This Agreement shall inure to the benefit of, and shall be binding upon the Employer and Principal and their respective successors, affiliates, assigns, heirs and legal representative, including, without limitation, any corporation or other business organization with which either the Employer or Principal may merge or consolidate.

7. TABOR LAW:

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

8. IMMIGRATION COMPLIANCE CERTIFICATION.

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

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

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

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

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

9. MISCELLANEOUS.

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

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

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

10. GOVERNING LAW.

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

11. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Contractor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any term s, conditions, or agreements appearing on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date set out below by their officers duly authorized to do so.

Gunnison County	**Principal Life Insurance Company**
Name (please print)	Name (please print)
Signature	Signature
Title	Title

Date

Date

EXHIBIT I

Billing and Payment Arrangement

The Employer will pay Principal for services in accordance with the following compensation schedule.

$1.40 per employee per month.

In addition, the Employer will reimburse Principal for the actual cost of obtaining any information or special services requested from medical providers or consultants other than Principal's own employed staff.

Employer will submit billing statements on a monthly basis. The total balance of the billing statement shall be due and payable within 30 days from the 1st of the month of that billing statement. Failure to make full payment within 30 days shall entitle Principal to terminate services immediately and without further notice.

The fees indicated above are guaranteed through December 31, 2024.

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EXHIBIT II

Procedure and Service Agreement

When an employee is off work or expected to be off work, the employee will contact the Employer to advise of the absence.

Once the Employer receives notification of an employee absence, a disability claim form will be completed and faxed to Principal Life Insurance Company (Principal) along with any additional medical information. The information on the claim form will include:

Name	Date of Birth
Address	Phone
Last day worked	Social Security Number
Employee number	Job Title
Scheduled hours	Date of hire
Salary	Salary effective date
Maximum STD date	Comments

When the claim form is received, additional information may be needed from the physician. Diagnosis, treatment plan, progress, limitations/restrictions, disability duration, etc. will be discussed with the physician.

Principal will obtain a Job Description Questionnaire from the Employer; if necessary and discuss possible return-to-work alternative based on the limitations/restrictions.

Case management services will be initiated to assist and facilitate a return-to-work for the participating employee.

Ongoing follow-up will be established to make sure the employee is progressing in his/her recovery and physician appointments are made for the return-to-work release. If it appears an employee's disability will continue beyond eight weeks, then at this point we will initiate our Long Term Disability (if applicable) claim evaluation.

Employees will check in with the Employer upon their return to work.

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lease Agreement Addendum; ImageNet Consulting, LLC

Action Requested: County Manager Signature

Parties to the Agreement: ImageNet / Canon leasing

Term Begins: 10/14/22 **Term Ends:** **Grant Contract #:**

Summary:

Renewing lease agreement for department shared printers/copiers

Fiscal Impact: $27,321.84 over 3 years

Submitted by: Chris Lindner **Submitter's Email Address:** clindner@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 9/26/2022

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

Comments:

Reveiwed by: GUNCOUNTY1\laserficheadmin Discharge Date: 12/9/2022 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/15/2022

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

Agenda Date: 12/20/2022

Revised April 2015

+ImageNet Consulting

Lease Agreement

APPLICATION NO.	AGREEMENT NO.
348-0000000-000	348-0000000-000

913 North Broadway Oklahoma City, Ok 73102 Phone 405.232.1264 Fax 405.236.3334

The words "**Lessee**," "**you**" and "**your**" refer to **Customer**. The words "**Lessor**," "**we**," "**us**" and "**our**" refer to **ImageNet Consulting, LLC**.

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
Gunnison, County of			221 N. WISCONSIN STREET	
CITY	**STATE**	**ZIP**	**PHONE**	**FAX**
GUNNISON	CO	81230	9706417918	
BILLING NAME (IF DIFFERENT FROM ABOVE)			**BILLING STREET ADDRESS**	
GUNNISON COUNTY IT DEPARTMENT				
CITY	**STATE**	**ZIP**	**E-MAIL**	clindner@gunnisoncounty.org

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

EQUIPMENT DESCRIPTION

See Attached Schedule A

TERM AND PAYMENT INFORMATION

36 Payments* of $ $758.94

If you are exempt from sales tax, attach your certificate. **plus applicable taxes*

The payment ("Payment") period is monthly unless otherwise indicated.

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

[X] Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. ____ Customer's Initials

[ ] Purchase all of the Equipment for $1.00. ____ Customer's Initials

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

ImageNet Consulting, LLC

LESSOR | SIGNATURE | TITLE | DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Gunnison, County of X

CUSTOMER (as referenced above) | SIGNATURE | TITLE | DATED

FEDERAL TAX I.D. # 84-6000770 | PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

Gunnison, County of X

CUSTOMER (as referenced above) | SIGNATURE | TITLE | ACCEPTANCE DATE

TERMS AND CONDITIONS *(Continued on Page 2)*

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, we may, at our sole discretion, charge you one of the following amounts (and you agree to pay such amount): a) a late charge equal to the higher of 10% of the Payment which is late or $26.00; or b) interest on the past due amount at the rate of one- and one-half percent (1.5%) per month; or c) if less, the maximum late charge/interest rate, as the case may be, allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable sale and use taxes, personal property taxes, and all other taxes and charges including assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request, which may include a fee for the administrative fee for the collecting and administering any taxes, assessments or fees and remittance of the same to the appropriate authorities. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the commencement of this Agreement arising out of your acts or omissions. You agree to pay us a yearly processing fee of up to $125 per asset for personal property taxes we pay related to the Equipment. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other equipment lease or equipment loan agreement with us. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 6% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 6%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 6%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** Unless the purchase option is $1.00, at the end of the initial term, this Agreement shall renew for successive month-to-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due after the end of the initial term until the Equipment is purchased or returned in accordance with the terms of this Agreement. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY. You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that this Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by you when (i) manually or electronically countersigned by us or attached to our original signature counterpart and (ii) in our possession or control shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. To the extent this Agreement constitutes chattel paper, a security interest may only be created in the sole original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY**.

+ImageNet Consulting

Scheduled "A"

APPLICATION NO.	AGREEMENT NO.
348-0000000-000	348-0000000-000

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and **ImageNet Consulting, LLC.**

CUSTOMER ACCEPTANCE

This Schedule "A" and the below information is hereby verified as correct by the undersigned Customer.

Gunnison, County of X

CUSTOMER (as referenced above) | SIGNATURE | TITLE | DATED

TERM AND PAYMENT INFORMATION

36 Payments* of $ $758.94

If you are exempt from sales tax, attach your certificate. **plus applicable taxes*

The payment ("Payment") period is monthly unless otherwise indicated.

EQUIPMENT DESCRIPTION

Equipment Location GUNNISON COUNTY IT DEPARTMENT - 221 N. WISCONSIN STREET GUNNISON, CO 81230

Make	Model	Serial	Location	Phone	Email
Canon	IR-ADV C3525I 120V	XTK08031	CSU Extension Office	9706417918	clindner@gunnsioncounty.org
Canon	IR-ADV C3525I 120V	XTK08034	Assessors Office	9706417918	clindner@gunnsioncounty.org
Canon	IR-ADV C3525I 120V	XTK08042	Airport	9706417918	clindner@gunnsioncounty.org
Canon	IR-ADV C3525I 120V	XTK09122	Finance Dept	9706417918	clindner@gunnsioncounty.org
Canon	CANON IR ADV C5535I II	XUW07573	Admin Office	9706417918	clindner@gunnsioncounty.org
Canon	CANON IR ADV C5535I II	XUW07624	Sheriff	9706417918	clindner@gunnsioncounty.org
Canon	CANON IR ADV C5535I II	XUW07713	Public Works	9706417918	clindner@gunnsioncounty.org
Canon	CANON IR ADV C5535I II	XUW07927	Community Development	9706417918	clindner@gunnsioncounty.org
Canon	CANON IR ADV C5535I II	XUW07932	Juvenile Service	9706417918	clindner@gunnsioncounty.org
Canon	CANON IR ADVANCE 4535i II	XVZ05086	Clerk & Recorder	9706417918	clindner@gunnsioncounty.org
Canon	CANON IR ADVANCE 4535i II	XVZ05087	Human Svc	9706417918	clindner@gunnsioncounty.org
Canon	CANON IR ADVANCE 4535i II	XVZ05088	Detention Center	9706417918	clindner@gunnsioncounty.org

FISCAL FUNDING ADDENDUM

LESSEE

Full Legal Name: Gunnison, County of | DBA Name (If Any):

Billing Address: 221 N. Wisconsin St. | Phone Number: 9706417918

City: Gunnison | County: Gunnsion | State: CO | Zip Code: 81230

Lease Number: 500-50435852 | Lease Date:

Lessee warrants that it has funds available to pay all rents (the "Lease Payments") payable under the above - identified Lease until the end of Lessee's current appropriation periods. If Lessee's legislative body or other funding authority does not appropriate funds for Lease Payments for any subsequent appropriation period and Lessee does not otherwise have funds available to lawfully pay the Lease Payments (a "Non-Appropriation Event") Lessee may, subject to the conditions herein and upon prior written notice to Lessor (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Lessor's receipt of same or the end of the Lessee's current appropriation period (the "Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all Lease Payments due Lessor coming due after the Non-Appropriation Date. As a condition to exercising its rights under the Addendum Lessee shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Lessor an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment subject to the Lease (the "Equipment") on or before the Non-Appropriation Date to Lessor or a location designated by Lessor, in the condition required by, and in accordance with the return provisions of, the Lease and at Lessee's expense, and (4) pay Lessor all sums payable to Lessor under the Lease up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Lessor shall retain all sums paid hereunder or under the Lease by Lessee, including the Security Deposit (if any) specified in the Lease.

Lessee further represents, warrants and covenants for the benefit of Lessor that:

(a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.

(b) Lessee is authorized under the constitution and laws of the State, and has been duly authorized to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) This Lease constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(d) Lessee has complied with such public bidding requirements as may be applicable to this Lease.

(e) The Equipment described in this Lease is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future.

(f) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

LESSEE SIGNATURE

Signature X _____
(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)

Print Name _____

Title _____ Date _____

Name of Government Entity: Gunnison, County of

ACCEPTED BY LESSOR

Signature X _____

Print Name _____

Title _____ Date _____

Name of Corporation or Partnership: ImageNet Consulting, LLC

05OEDOC098v1

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LEASE AGREEMENT ADDENDUM

This Lease Agreement Addendum ("Addendum") is made part of and amends that certain Lease Agreement ("Agreement") dated as of _____ and that certain Fiscal Funding Addendum ("FFA") by and between ImageNet Consulting, LLC ("Lessor") and Gunnison, County Of ("Customer/Lessee"). Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement and FFA.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the Agreement and FFA, it is hereby agreed as follows:

1. Section 4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: Sentence 13 is removed and replaced with the following sentence: "We are not responsible for any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment."
   Sentences 14 through 17 are deleted in their entirety.
2. Fiscal Funding Addendum: Within section (a), the words, "a municipal corporation," are deleted.

It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and FFA, which is by reference made a part hereof and all the terms and conditions and provisions thereof, unless specifically modified herein, are to apply to this Addendum and are made a part of this Addendum as though they were expressly rewritten.

In the event of any conflict, inconsistency, or incongruity between the provisions of this Addendum and any of the provisions of the Agreement and FFA, the provisions of this Addendum shall in all respects govern and control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the dates set forth below.

Dated:_____

Customer/Lessee: Gunnison, County Of

By:_____
Print name:_____
Title:_____

Dated:_____

Lessor: ImageNet Consulting, LLC

By:_____
Print name:_____
Title:_____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: National Environmental Health Association Grant Ap

Action Requested: Discussion

Parties to the Agreement: National Environmental Health Association

Term Begins: 01/01/2023 **Term Ends:** **Grant Contract #:**

Summary:

Funds will support self audit and steps to meet retail food standards

Fiscal Impact: 12000

Submitted by: Elizabeth Holena **Submitter's Email Address:** elizabeth.holena@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/6/2022

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 11/1/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/15/2022

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

Agenda Date: 12/20/2022

Revised April 2015

Thanks for applying for this Track 1 Grant. This application has now been successfully submitted.

2023 Track 1 Development Base
GRANT APPLICATION

Organization: Gunnison County DHHS **Amount Requested:** $12,000.00
Grant ID: R-BDEV1-202209-02515 **Start Date:** January 1, 2023
Status: Under Review **End Date:** December 31, 2023

Organization Information

Organization: Gunnison County DHHS
Regulatory Jurisdiction: Local
Point of Contact (POC) Information
Name: Elizabeth Holena
Phone: 9706424665
Email: elizabeth.holena@state.co.us

Authorizing Official Verification

*The **Authorizing Official** is the person in your organization who provides supervisory oversight for this grant opportunity (often an organization's Financial or Grants Management Official). Below is the **Authorizing Official** contact information we have on record for your organization. Please verify below if this information is still current and correct.*

Authorizing Official (AO): Bradford Wheaton
AO Title: deputy director
AO Phone: 9706413244
AO Email Address: bradford.wheaton@state.co.us

*I verify that the information displayed above for our organization's **Authorizing Official** is current and correct.*

Yes / No:
Yes

Respond to the question below to see if you are eligible to apply for the Track 1 Development Base Grant.

Eligibility Question
Have you completed both a current Self-Assessment of all Nine Standards (SA9) and a Comprehensive Strategic Improvement Plan (CSIP)? A current SA9 is one submitted to FDA in August 2017 or later.

Y / N:
No

Congratulations! ***Based on your answer to the eligibility question, you are eligible to apply for a Track 1 Development Base Grant.***

Required Outcome

Please select one of the two required Project Outcomes for a Track 1 Development Base Grant.
If you do not have a current Self-Assessment of All Nine Standards (completed in August 2017 or later), you MUST select "Completion of an SA9 AND a CSIP."

If you already have a current SA9, you MUST select "Completion of a CSIP."

You may request up to $5,000 to complete either of the two required outcomes.

Required Project Outcome:
Completion of an SA9 AND a CSIP

If you have completed an SA9 in the past, what was the date of your most recent SA9?

Date:

Optional Outcome 1

Mentorship / Mentee
Would you like to request funding (up to an additional $14,000) to apply to be a Mentee for 2023? If approved, you will be matched with a Mentor jurisdiction who can help with all aspects of your Track 1 Development Base Grant project, and advise you on best practices for conforming with the Retail Program Standards.

Y / N:

Optional Outcome 2

SA VA Workshop
Would you like to request funding (up to an additional $7,500) to send up to two of your staff members to one or more of the in-person or virtual FDA Self-Assessment and Verification Audit Workshops?

Y / N:
Yes

Self-Assessment and Verification Audit Workshop (SA VA Workshop) Attendance

SA VA Workshop Locations and Dates
Please enter the location(s) and date(s) for each SA VA Workshop, in-person or virtual, included in your SA VA Workshop funding request.

July 29—July 31, 2023 (8:00 AM – 5:00 PM EST Daily) New Orleans, LA (NEHA AEC) for two food inspectors. In person.

SA VA Workshop # of Personnel
Please enter the total number of staff members that are part of your funding request for SA VA Workshop attendance. Note that only two attendees to these workshops, in total including both in person and virtual, can be supported by this grant program.

2

SA VA Workshop Personnel Names and Titles
Please enter the name and job title for each person that will be covered by your funding request for SA VA Workshop attendance. If attendance at multiple workshops is requested, please specify which workshop (location and date, in-person or virtual) each person will attend.

Nicole Stone: Retail Food Inspector July 29—July 31, 2023 (8:00 AM – 5:00 PM EST Daily) New Orleans, LA (NEHA AEC)
Jenn Chavez: Retail Food Inspector July 29—July 31, 2023 (8:00 AM – 5:00 PM EST Daily) New Orleans, LA (NEHA AEC)

Project Information

Development Base Grant Project Title
SA9 and CSIP

Project Summary
Please provide a brief description of all selected outcomes of your project, which could include:

1. *Required Outcome: EITHER Completion of an SA9 AND a CSIP OR Completion of a CSIP*
2. *Request to be a Mentee for 2023; and*
3. *Request for funds to attend Self-Assessment and Verification Audit Workshops*

Gunnison County Retail Food Program will conduct a baseline risk factor study on the occurrence of the five foodborne illness risk factors on restaurants, food stores with deli and school facilities, compiling and analyzing data for trends and subsequent intervention strategies. The Retail Food Program will develop a CSIP identifying deliverables, actions steps, leads, and completion dates. Both retail food inspectors for the county will attend self assessment training and workshops.

Project Lead
Please provide the Name and Title of your overall Project Lead for your proposed project. ***DO NOT enter any additional information here - qualifications and roles will be entered below in the Project Team Qualifications field.***

Elizabeth Holena Manager Health and Wellness

Project Support Team
Please provide the Names and Titles of additional members of your proposed project team. ***DO NOT enter any additional information here - qualifications and roles will be entered below in the Project Team - Roles and Qualifications field.***

Nicole Stone: Retail Food Inspector
Jenn Chavez: Retail Food Inspector

Project Team - Roles and Qualifications
For each project team member, please enter their name, a brief description of their specific project role, and the qualifications they bring to their project role. Be sure to include information for the Project Lead, Project Support Team members, contractors, and any other project personnel. Please be clear regarding the employment status of all personnel paid with project funds (in full or in part) - specify whether each is an employee of your organization, an employee of a partner organization, or a contractor.

Elizabeth Holena, Jenn Chavez, and Nicole Stone are full time employees of Gunnison County Department of Health and Human Services(DHHS). Elizabeth Holena has been with DHHS for over 11 years, writing, implementing and managing local and state grants in the community. Jenn Chavez is the county's lead standardized retail food inspector for the past 3 years. Jenn is a highly skilled inspector who has built numerous relationships within the community, helping the industry identify risks and working collaboratively around risk mitigation. Like Jenn, Nicole is a highly skilled inspector close to becoming standardized. Nicole has worked diligently in the community to identify risk associated with temporary events and mobile licenses as well as built collaborative relationships with business owners. Nicole Stone will act as the Project Lead, and approximately 125 hours of her salaried time will be paid with project funds.

Project Start Date:
Must be a date between January 1, 2023 and December 31, 2023.
Start Date:
1/1/2023

Project End Date
Must be a date between January 1, 2023 and December 31, 2023.
End Date:
12/31/2023

In the last 5 years (August 2017 or later) how many of the Retail Program Standards have you met, audited, and achieved, with paperwork submitted to and approved by FDA? Enter a number between 0 and 9.
Standards Met:
2

Project Implementation Plan

Considering both the required and optional outcomes of your project, which could include:

1. Required Outcome: EITHER “Completion of an SA9 AND a CSIP” OR “Completion of a CSIP”
2. Optional Outcome: Request to be a Mentee for 2023
3. Optional Outcome: Request for funds to attend Self-Assessment and Verification Audit Workshops

Please complete all of the following Project Implementation Plan (PIP) fields.

Project Completion Plan for your Track 1 Development Base Grant
Please provide a detailed narrative of all activities required to meet all of your planned project outcomes during your 1-year project period.

Specific to this outcome:

- Describe how you will measure progress and define measurable improvement in the Retail Program Standards (RPS).
- Directly link your project plans with progress and improvement in RPS.

Please DO NOT include a step-by-step list of Action Steps / Tasks Required in this section; specific steps for this outcome will be entered in the next section.

Activities to meet SA9 include developing a reporting tool as well as a data collection tool to conduct a baseline risk factor study. This will include studying the occurrence of the five foodborne illness risk factors in restaurants, food stores with delis and school facilities. During this process a sample inventory will be created and data collection training implemented. A written statistical analysis of data will be created showing trends and occurrence of foodborne illness risk factors in restaurants, stores with deli, and school facilities. Intervention and strategies will be identified based on trends. A CSIP will be drafted in occurrence with the attendance at the Self-Assessment and Verification Audit Workshop identifying actions steps and deliverables. Activities will include weekly team meetings to identify action steps, measurable tasks and progress.

Action Steps / Tasks Required
Please use numbered Action Steps (Step 1, Step 2, Step 3, etc.) to summarize the milestones you will meet to complete all of the planned outcomes for your Track 1 Development Base Grant by the end of the project period.

1. Develop data collection tool that includes items pertaining to the Center for Disease Control and Prevention (CDC) identified factors of foodborne illness and FDA
Foodborne Illness Risk Factor Study Data Collection Form.
2.Determine statistical confidence interval and sample size for restaurants, food stores with deli, and school facilities.
3.Develop tool for reporting and analyzing data collected.
4.Collect sample inventory of restaurants, food stores with deli, and school facilities.
5.Implement data collection training to study field staff and data reporting analysis training to study analytical staff.
6.Collect risk factor data from sample facilities.
7.Use data reporting tool to create a written statistical analysis of risk factor study data showing results of risk factor study and trends of occurrence of foodborne illness risk factors in restaurants, food stores with deli, and school facilities.
8.Use occurrence of foodborne illness risk factor in risk factor study data to design intervention strategies and tools.
9. Implement intervention strategies, maintain documentation of actions and activities.
10. Conduct 5 year self assessment, complete CSIP.
11. Review and update as needed.

Individual Lead(s)
Please list the name (or names) of the individual lead(s) who will be responsible for completing each Action Step listed above, to ensure completion of your Track 1 Development Base Grant by the end of the project period.

Nicole Stone

Target Completion Date
Must be a date between January 1, 2023 and December 31, 2023.

Date:
12/31/2023

Budget Worksheet(s) and Justification(s)

Track 1 Development Base Grant *applicants should complete up to three Budget Worksheets, one for each of the specific outcomes of your project. Please add:*

- *At least one budget worksheet must be added that covers the needs of your project's Required Outcome, not to exceed $5,000. Acceptable budget line items include personnel costs (for employees or contractors), equipment, supplies, and other needs that can be directly tied to achieving your Required Outcomes. Travel for training, conferences, workshops, etc. cannot be added to your Required Outcomes Budget Worksheet.*
- *If you are requesting to be a Mentee, you may request funds needed to complete your Mentee activities in a separate budget worksheet, not to exceed $14,000. Acceptable budget line items include personnel costs (for employees or contractors), equipment, and supplies required to meet your selected outcomes. Additionally, your budget should include estimated travel funds for all necessary staff from your jurisdiction to make one site visit to your Mentoring jurisdiction, and estimated travel funds for at least one and up to two staff members to attend the year-end National Mentorship Meeting hosted by NACCHO (note that this is a change from last year). No other travel costs should be included in your Mentee Budget Worksheet.*
- *If you are requesting funds to attend one or more of the FDA Self-Assessment and Verification Audit Workshops, either virtually or in-person, you may request funds in a separate SA VA Budget Worksheet, not to exceed $7,500. Travel and training funds for any other purpose are not permitted in your SA VA Budget Worksheet.*

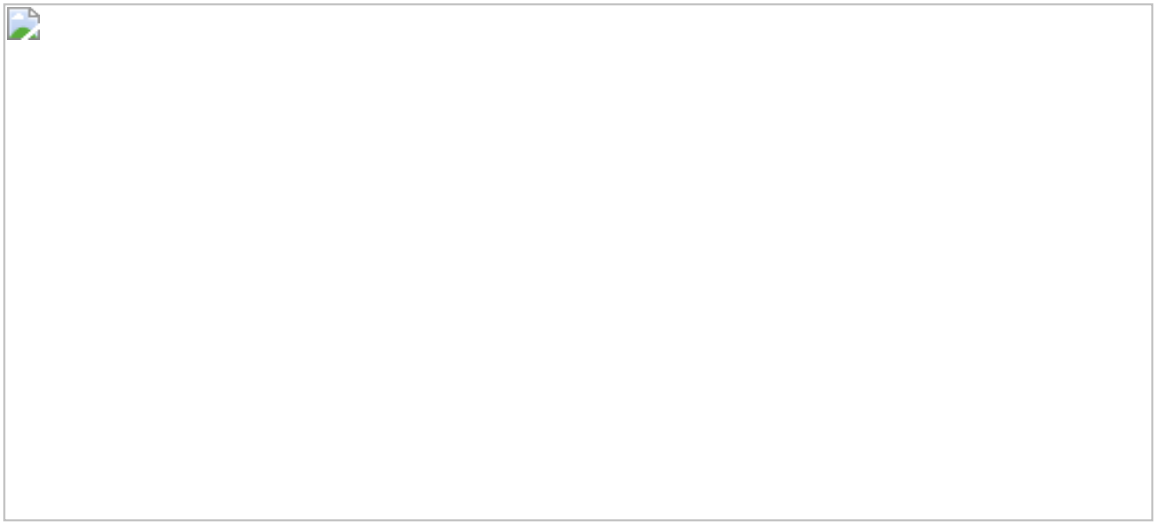
Budget Instructions

*Follow the instructions below to complete your annual **Budget Worksheet(s)**.*

1. *Click the symbol to the right of the* **Budget Worksheet** *header to create a Budget Worksheet.*
2. *Enter a name for each Budget Worksheet (Examples: Development Base Grant Budget, etc.).*
3. *Enter a Start Date and an End Date.*
4. *Complete all lines needed to build your budget.*
5. *Click the* **Save** *button at the bottom right of the Budget Worksheet.*
6. *Click* **Save and Continue** *at the bottom of the application.*
7. *Repeat for each additional Budget Worksheet needed (if applicable).*

Once at least one Budget Worksheet has been added and saved:

- *You can open and edit any of your Budget Worksheets by hitting the icon.*
- *You can delete a Budget Worksheet by using the sign.*
- *DO NOT CLICK the link under Budget Period--clicking this link will navigate away from the request.* ***If you are editing the form, your changes will be lost.***



Budget Worksheet Page_white_excel Add

Budget Period	Budget	Actual	
Elizabeth Holena: 1/1/2023 to 12/31/2023	12,000	0	Page_edit Delete
Total	12,000	0	

Budget Justification - Required Outcome
Please add sufficient detail to fully explain all of the costs, and all cost assumptions, for your Required Outcomes Budget Worksheet.

Cost will directly fund staff to complete action steps for deliverables, approximately 125 hours of staff time. This includes 125 includes salary, health insurance, FICA and EAP of a full time salaried employee.

Budget Justification - Request to be a Mentee
Please add sufficient detail to fully explain all of the costs, and all cost assumptions, for your Mentee Budget Worksheet.

Budget Justification - Request for Funds to attend SA VA Workshop(s)
Please add sufficient detail to fully explain all of the costs, and all cost assumptions, for your SA VA Workshop Budget Worksheet.

The SA VA Workshop will require travel for two staff to New Orleans. Travel is limited in leaving Gunnison Valley, and trips must be extended to accommodate accessing alternative airports, or the cost increase of flying from Gunnison. Costs include fleet vehicle usage, flight tickets, hotel, ground transportation and meals.

Requested Amount

Please enter the total requested amount for your application, which should match the total for all Budget Worksheets added. Maximum Requested Amount is $26,500 for Track 1 Development Base Grant applicants.

Requested Amount:
$12,000.00

1. (1) People
2. (1) Orgs
3. Payments
4. Reports
5. (1) Grantee Budgets
6. Claims
7. Project Team Qualifications

- Add As Favorite

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Second Amendment to the Voting System and Managed

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BoCC, County Clerk, DVS

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

Summary:

Extension of the voting equipment lease and replacement of existing equipment.

Fiscal Impact: None

Submitted by: Michael Metcalf **Submitter's Email Address:** mmetcalf@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/12/2022

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/13/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/15/2022

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

Agenda Date: 12/20/2022

Revised April 2015

SECOND AMENDMENT

TO THE VOTING SYSTEM AND MANAGED SERVICES AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND GUNNISON COUNTY, CO

This Second Amendment to the Voting System and Services Agreement ("Second Amendment") is made and entered into as of this 15th Day of October, 2022 (the "Second Amendment Effective Date") by and between Gunnison County, CO ("Customer") and Dominion Voting Systems, Inc., a Delaware corporation ("Dominion").

RECITALS

WHEREAS, on March 2, 2016, the Customer and Dominion entered into a Voting System and Managed Services Agreement (the "Original Agreement"); and

WHEREAS, on September 1, 2020, the Customer and Dominion entered into a First Amendment to the Voting System and managed Services Agreement (the "First Amendment") (together, the Original Agreement and the First Amendment are referred to herein as the "Agreement");

WHEREAS, the Customer and Dominion desire to amend the Agreement; and

THEREFORE, in consideration of the mutual covenants and obligations herein contained, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Customer and Dominion agree as follows:

AMENDMENT

1. Recitals Incorporated. The above recitals are true and correct and incorporated herein by this reference as if fully set forth.

2. Term of Agreement. Paragraph 3 of the Agreement is amended to read as follows:

> "**Term of Agreement.** The Term of this Agreement shall begin on the Effective Date and shall continue until December 31, 2029."

3. Replacement of Exhibit A. Exhibit A is deleted in its entirety and replaced with Exhibit A-2, attached hereto and incorporated herein by this reference. All references to "Exhibit A" in the Agreement are hereby replaced with references to "Exhibits A-1 and A-2."

4. All Other Terms. Except as expressly amended in this Second Amendment, all other Agreement terms shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Agreement to be effective as of the Second Amendment Effective Date.

GUNNISON COUNTY, CO	DOMINION VOTING SYSTEMS, INC. A Delaware Corporation
_____ AUTHORIZED SIGNATURE	_____ AUTHORIZED SIGNATURE
	John Poulos
_____ PRINTED NAME	_____ PRINTED NAME
	President & CEO
_____ TITLE	_____ TITLE
_____ DATE	12/2/2022 DATE

EXHIBIT A-2
VOTING SYSTEM AND MANAGED SERVICES AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS
AND GUNNISON COUNTY, CO

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. Pricing and Deliverables Summary - This Exhibit A-2 provides a description of equipment, software, and related services for voting, vote counting, and result processing available in the Master Voting System Agreement between Dominion and Colorado Secretary of State. From the full list of available items, the Customer has chosen implement the items and corresponding quantities specifically identified in the table below. Any other services, consumables, products, or differing quantities not specifically identified in this Agreement are available for purchase by the Customer at the prices listed in the Master Voting System Agreement between Dominion and Colorado Secretary of State.

   All pricing is in U.S. Dollars and conforms to the Master Voting System Agreement between Dominion Voting Systems and Colorado Secretary of State (attached hereto as Schedule 1), to extent applicable. Capitalized terms used but not defined in this Exhibit A-2 shall have the meanings ascribed to them in the Voting System Agreement.

DESCRIPTION	QTY
Central Scanning: Absentee / Vote By Mail Hardware	
ImageCast Central Scanner - DR-G2140	2
In-Person Voting: Polling Location Hardware	
ImageCast X Classic Tablet	5
ImageCast X Voter Activation Kit	2
Ballot Marking Printer – M404dn	5
ImageCast X Voting Booth	8
Accessories, Consumables, and Parts	
ImageCast X Classic Transport Bag - Single	5
Ink Cartridge - ICC Black Imprinter	2
Imprinter Mechanism - DR-G2140	2
Election Management Hardware	
EMS Express Server Kit	1
EMS Client Workstation Kit	1
Support Services	
Project Management& Implementation (/day)	2.0
On-Site Services – Non-election day (/day)	1.0
Equipment Installation & Acceptance Testing – Tier 3	1.0
Annual License / Warranty	
Democracy Suite (EMS -RTR Only)	1
ICC Adjudication Application	1
ImageCast Central	2
ImageCast X Accessible	5
ImageCast Central Extended Warranty	2
ImageCast X Accessible Extended Warranty	5
Manage Service Agreement	

	Years
Manage Service Agreement	**14**

Gunnison County CO is currently in possession of the following equipment, which will not be included in this MSA following the Second Amendment Effective Date. Dominion will pick up and remove this equipment at its own expense:

Product	Quantity
VSPC Hardware	2
Democracy Suite Hardware Express	1
Adjudication Workstation	1
ImageCast X Accessible	8

1.1 **Pricing Summary**. The Customer has selected the managed services option, instead of an outright purchase. The prices detailed in the summary above conform to the Master Agreement. The price outlined in Section 1.1 and 1.2 is the corresponding managed services price, as agreed to by the Customer.

1.2 **Payment Summary**. The following is the invoicing schedule for the annual Customer payments. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. All payments shall be made is in U.S. Dollars.

1.2.1 Year 1 shall cover the time period from the Agreement Effective Date through 12/31/2016. The Year 1 invoice of $35,887.00 shall be issued immediately after System Acceptance by the Customer.

1.2.2 Year 2: 01/01/2017 – 12/31/2017: $36,594.54 invoice shall be issued on 01/01/2017.

1.2.3 Year 3: 01/01/2018 – 12/31/2018: $37,326.43 invoice shall be issued on 01/01/2018.

1.2.4 Year 4: 01/01/2019 – 12/31/2019: $38,072.96 invoice shall be issued on 01/01/2019.

1.2.5 Year 5: 01/01/2020 – 12/31/2020: $38,834.42 invoice shall be issued on 01/01/2020.

1.2.6 Year 6: 01/01/2021 – 12/31/2021: $39,611.11 invoice shall be issued on 01/01/2021.

1.2.7 Year 7: 01/01/2022 – 12/31/2022: $40,403.33 invoice shall be issued on 01/01/2022.

1.2.8 Year 8: 01/01/2023 – 12/31/2023: $41,211.39 invoice shall be issued on 01/01/2023.

1.2.9 Year 9: 01/01/2024 – 12/31/2024: $21,689.66 invoice shall be issued on 01/01/2024.

1.2.10 Year 10: 01/01/2025 – 12/31/2025: $22,340.34 invoice shall be issued on 01/01/2025.

1.2.11 Year 11: 01/01/2026 – 12/31/2026: $23,010.56 invoice shall be issued on 01/01/2026.

1.2.12 Year 12: 01/01/2027 – 12/31/2027: $23,700.87 invoice shall be issued on 01/01/2027.

1.2.13 Year 13: 01/01/2028 – 12/31/2028: $24,411.90 invoice shall be issued on 01/01/2028.

1.2.14 Year 14: 01/01/2029 – 12/31/2029: $25,144.25 invoice shall be issued on 01/01/2029.

2. Product Description

2.1 ***ImageCast® Central Scanner (ICC)***. Dominion shall provide the ImageCast® Central Scanner for use by The Customer. The ImageCast® Central Scanner is commercial off-the-shelf digital scanners configured to work with the ImageCast® Central Software for high speed ballot tabulation. Each ImageCast® Central Scanner includes the following components:

2.1.1 Canon DR-G2140 high speed document scanner

2.1.2 ImageCast® Central Software including third party Kofax VRS 4.5 software

2.1.3 OptiPlex 9020 All-in-One Series with pre-loaded software

2.1.4 iButton Security Key

2.1.5 iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.

2.2 ***ImageCast® Central Scanner (ICC) – Standard Speed***. Dominion shall provide the ImageCast® Central Scanner for use by The Customer. The ImageCast® Central Scanner is commercial off-the-shelf digital scanners configured to work with the ImageCast® Central Software for standard speed ballot tabulation. Each ImageCast® Central Scanner includes the following components:

2.2.1 Canon Model DR-M160 standard speed document scanner

2.2.2 ImageCast® Central Software including third party Kofax VRS 4.5 software

2.2.3 OptiPlex 9020 All-in-One Series with pre-loaded software

2.2.4 iButton Security Key

2.2.5 iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.

2.3 ***ImageCast® Central Scanner Software***. The Parties will enter into software licenses for the ImageCast Central Scanner software, substantially in the form of Exhibit B to this Agreement. The Dominion software includes, without limitation:

2.3.1 Audit functionality, known as the AuditMark®. For each ballot that is scanned, interpreted and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below.

- The top portion of the image contains a scanned image of the ballot.
- The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.

2.4 ***Democracy Suite EMS Software (Full System)*** platform is a set of applications tailored for all pre-voting and post-voting activities. The Democracy Suite EMS consists of the following components:

2.4.1 Election Event Designer (EED) Client Application is the primary application used for the definition and management of election event. EED is responsible for the definition of election projects. Each election project is represented as an instance of the election domain database with associated set of election project file based artifacts. The definition of the election project will be initiated by importing the election data from the SCORE system. It is important to note that an election project initiated by importing data can be further modified within the EED Client Application.

The EED can generate two types of paper ballots:

- Proofing ballots – ballots produced to allow election project stakeholders to proof ballot content and styling. These ballots cannot be processed by the ImageCast® as they don't have proper ballot barcodes. These ballots are overprinted with the text "Proofing Ballots – date/time"
- Official ballots – represent production ready, press ready ballots in PDF format with barcodes and without any overprinting.

2.4.2 Results Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.

2.5 ***Democracy Suite EMS Software (Advanced Express)*** consists of the following components:

2.5.1 Election File and iButton Creation Customer is authorized to create Election Files and iButtons from Democracy Suite to load on the ICE and ICC units.

2.5.2 Results, Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.

2.6 ***ImageCast® Adjudication Application*** is a client and server application used to review and adjudicate ImageCast® Central Scanner ballot images. The application uses tabulator results files and scanned images to allow election administrators to make adjudications to ballots with auditing and reporting capabilities. The Adjudication Application examines such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. The application works in two basic modes: election project setup and adjudication. The Adjudication Application can be used in a multi-client environment. Adjudication Application eliminates the need to physically rescan ballots, which can potentially damage the originals and cause chain-of-custody concerns.

2.7 ***ImageCast® X Application*** is an application used for touchscreen voting on tablets at a voting location, and a Democracy Suite election database. Voting sessions are initiated on the tablet by either a Smart card or the entry of a numeric code based on activation. The ballot is loaded directly onto the standalone device. All voting activity is performed at the tablet, including accessible voting. Accessible voting interfaces connect to the tablet via an adapter that supports most accessible devices, allowing voters to bring their own device. After review and completion of the ballot selections, a paper ballot is created for the voter from a printer in the voting booth, and the ballot is cast after insertion in a ballot box. The paper ballot is the official ballot. The ballots

contain a textual representation of the voter's ballot selections for visual review and confirmation, and the ballots are scanned using ImageCast Central Scanner and the results are accumulated in Democracy Suite RTR.

2.8 ***Mobile Ballot Production*** is an application used to search, preview and print ballots via a local printer device. The application makes use of ballot information and PDFs produced by the Election Event Designer application and information provided through the customer voter registration system.

2.9 ***Automated Test Deck Application*** is an application used to create accurate test packs for running Pre-Logic and Accuracy Test with optional marking pattern requirements. The application can be used to access the election database and produce a set of print-ready PDFs and results tables

2.10 ***System Capabilities.*** The system shall be capable of producing, scanning, printing, and tabulating ballots for elections with voter service centers and/or precinct polling locations for not less than 500,000 registered voters (active and inactive), not less than 500 precincts, 1-20 districts, 1-12 political parties, and 1-500 different ballot styles including as many as 100 ballot issues. In addition, the System must qualify for provisional certification by the Colorado Secretary of State.

3. Implementation and Training Description Dominion shall provide the following training to Customer personnel at no additional cost to Customer, except as specifically provided in the Pricing Summary (Section 1) of this Exhibit A-2.

3.1 ***Project Plan.*** The Customer and Dominion shall finalize a project plan outlining dates, resources and tasks through the June and November elections. The project plan is attached hereto as Schedule 1 is an initial draft of dates from which the final project plan will be derived.

3.2 ***Project Management.*** Dominion shall appoint a Statewide Project Manager ("Dominion Project Manager") to oversee the general operations of the project. The Dominion Project Manager shall be responsible for arranging all meetings, visits and consultations between the Parties and for all administrative matters such as invoices, payments and amendments. The Dominion Project Manager shall communicate with the Customer as to the status of information, procedures and progress on the tasks as set out in this Agreement and to advise the Customer forthwith upon the occurrence of any event requiring a material change in such plans, and request Customer's written consent to any such material change. In addition, the following Project management resources will be dedicated to the implementation.

3.2.1 Technical Support Manager

3.2.2 System Configuration Manager

3.2.3 Regional Assistant Project Managers

3.2.4 Customer Relations Manager

3.2.5 Training and Documentation Manager

3.2.6 State Certification Liaison

3.2.7 Election Programmers

3.3 ***System Training.*** Dominion will provide the following training as described herein.

3.3.1 System Transition Training – These initial meetings will orient Dominion to current county processes and provide information to the counties on the overall system, related configurations, ballots, reporting, training, etc. Transition meetings will include, but not be limited to the following:

3.3.1.1 Ballot Templates

3.3.1.2 Reporting

3.3.1.3 Configurable System Settings

3.3.1.4 Ambiguous Zone Thresholds

3.3.1.5 Ballot Printing

3.3.1.6 SCORE Integration

3.3.1.7 Other

3.3.2 ImageCast® X – This training introduces the ImageCast® X system with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, Election Day setup and operation, and troubleshooting.

3.3.3 ImageCast Central – This training covers all aspects of ICC operations and tally, including general operations, process, adjudication, and reporting.

3.3.4 Democracy Suite® EMS System– This training covers the configuration of the Democracy Suite® EMS System along with defining an election project. Topics include importing jurisdictional information, ballot layout, ballot proofing and printing, election file creation (tablet, ICC, and mobile ballot printing), automated test deck creation, loading elections, tallying results (including adjudication tally), and generating reports.

3.3.5 Mobile Ballot Production – This training covers the configuration and use of the Mobile Ballot Production software, including pollworker train the trainer.

3.3.6 Pollworker Train the Trainer – This provides training to the Customer staff on operations of a VSPC including the ImageCast® X, voter check-in, Mobile Ballot Production, system setup, testing and troubleshooting.

3.4 ***System Acceptance Testing Support.*** Dominion will provide direct onsite training and support during the System Acceptance Testing period.

3.5 ***Local Printing Facilities Certification*** shall consist of the following components provided by Dominion:

3.5.1 Provide technical specification requirements for printer certification.

3.5.2 Perform on-site quality control on initial test run of ballots from printers including multiple tabulation sessions.

3.5.3 The certified Printing Facility must agree to source the paper used for ballots with the ImageCast® from a paper manufacturer approved by Dominion, such paper manufacturer having met Dominion's technical paper specifications.

3.6 ***System Installation and Configuration*** provided by Dominion shall consist of on-site support technicians for the installation and configuration of the System.

3.7 ***Support during the Pre-Logic and Accuracy Testing*** Dominion shall provide support for the Pre-Logic and Accuracy Testing. This support will be overseen by the Dominion Project Manager and the Dominion Project Lead.

3.8 ***Post-Election Reporting and Auditing Support.*** Dominion shall provide direct on-site support for post-election reporting and auditing. This support will be overseen by the Dominion Project Manager and the Dominion Project Lead.

3.9 ***Ongoing telephone support***. Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.

SCHEDULE 1
Draft Project Schedule

Task Name	Duration	Start	Finish
Colorado 2017	**442 days**	**Mon 10/3/16**	**Mon 12/18/17**
Project Milestones	**380 days**	**Mon 10/24/16**	**Tue 11/7/17**
County Contracts Negotiated and Signed	60 days	Mon 10/24/16	Thu 12/22/16
Certification of System	**92 days**	**Thu 12/15/16**	**Thu 3/16/17**
Certification Application Filed	1 day	Thu 12/15/16	Thu 12/15/16
Application Review	25 days	Fri 12/16/16	Mon 1/9/17
Draft Test Plan Agreement	5 days	Mon 1/16/17	Fri 1/20/17
VSTL Testing	25 days	Wed 2/1/17	Mon 3/6/17
Review TDP	9 days	Mon 2/13/17	Tue 2/21/17
Final Test Plan Agreement	6 days	Wed 2/22/17	Mon 2/27/17
System Testing	10 days	Mon 3/6/17	Wed 3/15/17
System certified	1 day	Thu 3/16/17	Thu 3/16/17
Installation and Trusted Builds	**101 days**	**Wed 2/1/17**	**Fri 5/12/17**
Build servers, ICC and Adjudication clients	19 days	Mon 3/6/17	Fri 3/24/17
State installs trusted builds on servers, ICC and Adjudication units	12 days	Mon 3/27/17	Fri 4/7/17
Set-up ICX systems	12 days	Mon 4/10/17	Fri 4/21/17
State installs trusted builds on ICX units	19 days	Mon 4/24/17	Fri 5/12/17
Installation of Upgrade/Retrofit - 18 Existing Customers	**73 days**	**Wed 2/1/17**	**Fri 4/14/17**
Draft retrofit / upgrade plan	19 days	Wed 2/1/17	Sun 2/19/17
Schedule and ship new hardware to upgrade counties	59 days	Wed 2/15/17	Fri 4/14/17
Schedule times with Secretary of State Staff	43 days	Wed 2/1/17	Wed 3/15/17
Install trusted builds on all equipment / complete retrofit	19 days	Wed 3/1/17	Sun 3/19/17
Spring Election Milestones	**106 days**	**Tue 1/3/17**	**Tue 4/18/17**
UOCAVA Ballot Deadline	1 day	Sat 2/18/17	Sat 2/18/17
Determine Elections being conducted by existing 18 counties	11 days	Tue 1/3/17	Fri 1/13/17
Identify Ballot Programming Resources	19 days	Mon 1/9/17	Fri 1/27/17
Ballot Production	10 days	Wed 2/1/17	Fri 2/10/17
Absentee ballots sent - Spring	5 days	Mon 4/3/17	Fri 4/7/17
L&A Testing - Spring	11 days	Mon 4/3/17	Thu 4/13/17
Begin counting mail ballots - Spring	0 days	Mon 4/3/17	Mon 4/3/17
Voting Centers Open - Spring	16 days	Mon 4/3/17	Tue 4/18/17
Election Day - Spring	0 days	Mon 4/3/17	Mon 4/3/17
Coordinated Election Milestones	**58 days**	**Mon 9/11/17**	**Tue 11/7/17**
Ballot Production	26 days	Mon 9/11/17	Fri 10/6/17
UOCAVA Ballot Deadline	1 day	Sat 9/23/17	Sat 9/23/17
Absentee ballots sent - Coordinated	5 days	Mon 10/16/17	Fri 10/20/17
L&A Testing - Coordinated	11 days	Mon 10/9/17	Thu 10/19/17
Begin counting mail ballots - Coordinated	0 days	Mon 10/23/17	Mon 10/23/17
Voting Centers Open - Coordinated	16 days	Mon 10/23/17	Tue 11/7/17
Election Day - Coordinated	0 days	Tue 11/7/17	Tue 11/7/17

Task Name	Duration	Start	Finish
Mock Election Milestones	**18 days**	**Mon 6/12/17**	**Thu 6/29/17**
Ballot Production	5 days	Mon 6/12/17	Fri 6/16/17
L&A Testing - Mock	1 day	Mon 6/26/17	Mon 6/26/17
Begin counting mail ballots - Mock	3 days	Tue 6/27/17	Thu 6/29/17
Voting Centers Open - Mock	3 days	Tue 6/27/17	Thu 6/29/17
Election Day - Mock	1 day	Thu 6/29/17	Thu 6/29/17
Project Management	**370 days**	**Wed 12/14/16**	**Mon 12/18/17**
Initiate Project	**38 days**	**Wed 12/14/16**	**Fri 1/20/17**
Internal Project Kick-off	1 day	Wed 12/14/16	Wed 12/14/16
Kick-off with State	3 days	Wed 1/4/17	Fri 1/6/17
Kick-Off Meeting with Counties	2 days	Tue 1/10/17	Wed 1/11/17
Breakout Session - Winter CCCA Conference	3 days	Wed 1/18/17	Fri 1/20/17
Project Management Meetings w State/Counties	**286 days**	**Thu 2/2/17**	**Tue 11/14/17**
Dominion Internal Project Management Meetings	**316 days**	**Mon 2/6/17**	**Mon 12/18/17**
Procurement	**31 days**	**Wed 2/1/17**	**Fri 3/3/17**
ICC system	**30 days**	**Wed 2/1/17**	**Thu 3/2/17**
Canon G1130	30 days	Wed 2/1/17	Thu 3/2/17
Dell all-in-one PC	30 days	Wed 2/1/17	Thu 3/2/17
i-Button programmer	30 days	Wed 2/1/17	Thu 3/2/17
Other Requested Supplies and Consumables	30 days	Wed 2/1/17	Thu 3/2/17
ICX System	**30 days**	**Wed 2/1/17**	**Thu 3/2/17**
Tablets	30 days	Wed 2/1/17	Thu 3/2/17
Tablet Kiosk	30 days	Wed 2/1/17	Thu 3/2/17
Mag Striper Reader	30 days	Wed 2/1/17	Thu 3/2/17
Hub multiport network	30 days	Wed 2/1/17	Thu 3/2/17
BMD Printer	30 days	Wed 2/1/17	Thu 3/2/17
Networking Hardware	30 days	Wed 2/1/17	Thu 3/2/17
Voting Booth	30 days	Wed 2/1/17	Thu 3/2/17
Other Identified or Requested IT Hardware	30 days	Wed 2/1/17	Thu 3/2/17
EMS and Adjudication Hardware	**30 days**	**Thu 2/2/17**	**Fri 3/3/17**
EMS Server	30 days	Thu 2/2/17	Fri 3/3/17
EMS Workstation	30 days	Thu 2/2/17	Fri 3/3/17
Adjudication Workstation	30 days	Thu 2/2/17	Fri 3/3/17
Network Security Devices	30 days	Thu 2/2/17	Fri 3/3/17
Monitors (2 server and Adjudication)	30 days	Thu 2/2/17	Fri 3/3/17
Keyboard, Mouse, Cables...	30 days	Thu 2/2/17	Fri 3/3/17
Other Identified or Requested IT Hardware	30 days	Thu 2/2/17	Fri 3/3/17
Configuration, Installation, Training and Testing	**271 days**	**Mon 10/3/16**	**Fri 6/30/17**
System Configuration	**89 days**	**Mon 10/3/16**	**Fri 12/30/16**
Integrate SCORE export with EMS	**89 days**	**Mon 10/3/16**	**Fri 12/30/16**
Examine existing SCORE election definition exports	89 days	Mon 10/3/16	Fri 12/30/16
Test new files from State	3 days	Wed 12/28/16	Fri 12/30/16
Installation, Mock Election & Acceptance Testing	**115 days**	**Mon 2/13/17**	**Wed 6/7/17**

Task Name	Duration	Start	Finish
Preparation for Acceptance Testing	**26 days**	**Mon 2/13/17**	**Fri 3/10/17**
Review County Operations	26 days	Mon 2/13/17	Fri 3/10/17
Deployment & Acceptance Testing	**45 days**	**Mon 4/24/17**	**Wed 6/7/17**
Deploy servers, ICC and initial ICX units to all counties	30 days	Mon 4/24/17	Tue 5/23/17
On-site mock election preparation for all counties	30 days	Mon 4/24/17	Tue 5/23/17
Acceptance Testing of EMS, ICC and ICX	45 days	Mon 4/24/17	Wed 6/7/17
Training	**180 days**	**Mon 1/2/17**	**Fri 6/30/17**
Finalize User Documentation	**30 days**	**Mon 1/2/17**	**Tue 1/31/17**
ICX Documentation	**30 days**	**Mon 1/2/17**	**Tue 1/31/17**
ICX User Guide	30 days	Mon 1/2/17	Tue 1/31/17
Acceptance Test Procedure, checklist and sign-off form	30 days	Mon 1/2/17	Tue 1/31/17
L&A Procedure, checklist and sign-off form	30 days	Mon 1/2/17	Tue 1/31/17
Poll-Worker Training Manual	30 days	Mon 1/2/17	Tue 1/31/17
ICC Documentation	**30 days**	**Mon 1/2/17**	**Tue 1/31/17**
ICC User Guide	30 days	Mon 1/2/17	Tue 1/31/17
Acceptance Test Procedure, checklist and sign-off form	30 days	Mon 1/2/17	Tue 1/31/17
Operator Training Manual	30 days	Mon 1/2/17	Tue 1/31/17
L & A Procedure, checklist and sign-off form	30 days	Mon 1/2/17	Tue 1/31/17
Adjudication	**30 days**	**Mon 1/2/17**	**Tue 1/31/17**
Adjudication Users Guide	30 days	Mon 1/2/17	Tue 1/31/17
Adjudication Quick Reference Guide	30 days	Mon 1/2/17	Tue 1/31/17
Operator Training Manual	30 days	Mon 1/2/17	Tue 1/31/17
L&A Procedure, checklist and sign-off form	30 days	Mon 1/2/17	Tue 1/31/17
EMS Documentation	**30 days**	**Mon 1/2/17**	**Tue 1/31/17**
EED Users guide	30 days	Mon 1/2/17	Tue 1/31/17
RTR Users guide	30 days	Mon 1/2/17	Tue 1/31/17
Customer System Training	**23 days**	**Thu 6/8/17**	**Fri 6/30/17**
Express Server Customer Training	**23 days**	**Thu 6/8/17**	**Fri 6/30/17**
Mock Election on-site training	16 days	Thu 6/8/17	Fri 6/23/17
ICC/Adjudication Operations training	18 days	Thu 6/8/17	Sun 6/25/17
ICX Operations training	23 days	Thu 6/8/17	Fri 6/30/17
EMS / RTR Training	18 days	Thu 6/8/17	Sun 6/25/17
Pollworker Train the Trainer	23 days	Thu 6/8/17	Fri 6/30/17
Standard Server Customer Training	**23 days**	**Thu 6/8/17**	**Fri 6/30/17**
Mock Election on-site training	16 days	Thu 6/8/17	Fri 6/23/17
ICC/Adjudication Operations training	18 days	Thu 6/8/17	Sun 6/25/17
ICX Operations training	23 days	Thu 6/8/17	Fri 6/30/17
EMS / RTR Training	18 days	Thu 6/8/17	Sun 6/25/17
Pollworker Train the Trainer	23 days	Thu 6/8/17	Fri 6/30/17
Spring Election	**33 days**	**Mon 5/22/17**	**Fri 6/23/17**
Election Programming	**26 days**	**Mon 5/22/17**	**Fri 6/16/17**
Final Election Ballot and Database Creation	**15 days**	**Mon 5/22/17**	**Mon 6/5/17**
Ballot Creation for Review by County Officials	10 days	Mon 5/22/17	Wed 5/31/17

Task Name	Duration	Start	Finish
Final Revisions to Ballots	5 days	Thu 6/1/17	Mon 6/5/17
Election Materials Provided to County	**11 days**	**Tue 6/6/17**	**Fri 6/16/17**
Official Ballot Images generated	1 day	Tue 6/6/17	Tue 6/6/17
L&A Test Ballots Generated	8 days	Tue 6/6/17	Tue 6/13/17
Distribute Election Project Packages	1 day	Fri 6/16/17	Fri 6/16/17
Spring Elections - Finalize Election Files & Logic and Accuracy Testing	**5 days**	**Mon 6/19/17**	**Fri 6/23/17**
County Receives and Restores Election package	1 day	Mon 6/19/17	Mon 6/19/17
Test ballots provided to printer	2 days	Mon 6/19/17	Tue 6/20/17
Load Election Files to ICC and ICX	1 day	Mon 6/19/17	Mon 6/19/17
Scan test ballots, upload and verify results	5 days	Mon 6/19/17	Fri 6/23/17
Mock Election	**63 days**	**Mon 5/22/17**	**Sun 7/23/17**
Mock Election - Finalize Election Files & Logic and Accuracy Testing	**5 days**	**Wed 7/19/17**	**Sun 7/23/17**
County Receives and Restores Election package	1 day	Wed 7/19/17	Wed 7/19/17
Test ballots provided to printer	2 days	Wed 7/19/17	Thu 7/20/17
Load Election Files to ICC and ICX	1 day	Wed 7/19/17	Wed 7/19/17
Scan test ballots, upload and verify results	5 days	Wed 7/19/17	Sun 7/23/17
Export Results to State-wide System	1 day	Fri 7/21/17	Fri 7/21/17
Election Programming	**26 days**	**Mon 5/22/17**	**Fri 6/16/17**
Final Election Ballot and Database Creation	**15 days**	**Fri 6/23/17**	**Fri 7/7/17**
Ballot Creation for Review by County Officials	10 days	Fri 6/23/17	Sun 7/2/17
Final Revisions to Ballots	5 days	Mon 7/3/17	Fri 7/7/17
Election Materials Provided to County	**11 days**	**Sat 7/8/17**	**Tue 7/18/17**
Official Ballot Images generated	1 day	Sat 7/8/17	Sat 7/8/17
L&A Test Ballots Generated	8 days	Sat 7/8/17	Sat 7/15/17
Distribute Election Project Packages	1 day	Tue 7/18/17	Tue 7/18/17
General Election 2017	**152 days**	**Mon 7/17/17**	**Fri 12/15/17**
Project Plan Review and Update	**28 days**	**Mon 7/17/17**	**Sun 8/13/17**
Capture Lessons Learned from Mock	**14 days**	**Mon 7/17/17**	**Sun 7/30/17**
Internal Review	14 days	Mon 7/17/17	Sun 7/30/17
Stakeholder consultations	14 days	Mon 7/17/17	Sun 7/30/17
Review issues log	14 days	Mon 7/17/17	Sun 7/30/17
Revise Project Plan and Project Schedule	14 days	Mon 7/31/17	Sun 8/13/17
Revise Project and User Documentation	14 days	Mon 7/31/17	Sun 8/13/17
Election Programming - General Election	**19 days**	**Mon 9/11/17**	**Fri 9/29/17**
Final Election Ballot and Database Creation	**9 days**	**Mon 9/11/17**	**Tue 9/19/17**
Ballot Certification Deadline for General	1 day	Mon 9/11/17	Mon 9/11/17
Final Ballot and Report Proofs to County Officials	8 days	Tue 9/12/17	Tue 9/19/17
Ballot and Report Review by Client	1 day	Tue 9/12/17	Tue 9/12/17
Revisions to Ballots and/or Reports	1 day	Wed 9/13/17	Wed 9/13/17
Election Materials Provided to County	**16 days**	**Thu 9/14/17**	**Fri 9/29/17**
Official Ballot Images generated	1 day	Thu 9/14/17	Thu 9/14/17
L & A Test Ballots Generated	8 days	Fri 9/15/17	Fri 9/22/17

Task Name	Duration	Start	Finish
Distribute Election Project Packages	7 days	Sat 9/23/17	Fri 9/29/17
General Election - Finalize Election Files & Logic and Accuracy Testing	**27 days**	**Sat 9/23/17**	**Thu 10/19/17**
County Receives and Restores Election package	1 day	Sat 9/23/17	Sat 9/23/17
Test ballots provided to printer	3 days	Sun 9/24/17	Tue 9/26/17
Load Election Files to ICC and ICX	1 day	Sat 9/23/17	Sat 9/23/17
Scan test ballots, upload and verify results	10 days	Sat 9/23/17	Mon 10/2/17
Export Results to State-wide System	1 day	Thu 10/19/17	Thu 10/19/17
Election Support - General Election	**54 days**	**Mon 10/23/17**	**Fri 12/15/17**
Mail Ballot Tabulation Support	**16 days**	**Mon 10/23/17**	**Tue 11/7/17**
Region 1	**16 days**	Mon 10/23/17	Tue 11/7/17
Region 2	**16 days**	Mon 10/23/17	Tue 11/7/17
Region 3	**16 days**	Mon 10/23/17	Tue 11/7/17
County Tier 1.1	**16 days**	Mon 10/23/17	Tue 11/7/17
County Tier 1.1	**16 days**	Mon 10/23/17	Tue 11/7/17
VSPC support	**9 days**	Mon 10/30/17	Tue 11/7/17
Region 1	9 days	Mon 10/30/17	Tue 11/7/17
Region 2	9 days	Mon 10/30/17	Tue 11/7/17
Region 3	9 days	Mon 10/30/17	Tue 11/7/17
County Tier 1.1	9 days	Mon 10/30/17	Tue 11/7/17
County Tier 1.1	9 days	Mon 10/30/17	Tue 11/7/17
Election Day Support	**3 days**	**Tue 11/7/17**	**Thu 11/9/17**
Region 1	3 days	Tue 11/7/17	Thu 11/9/17
Region 2	3 days	Tue 11/7/17	Thu 11/9/17
Region 3	3 days	Tue 11/7/17	Thu 11/9/17
County Tier 1.1	3 days	Tue 11/7/17	Thu 11/9/17
County Tier 1.1	3 days	Tue 11/7/17	Thu 11/9/17
Project Plan Review and Update	**33 days**	**Mon 11/13/17**	**Fri 12/15/17**
Capture Lessons Learned	**33 days**	**Mon 11/13/17**	**Fri 12/15/17**
Internal Review	5 days	Mon 11/13/17	Fri 11/17/17
Stakeholder consultations	5 days	Mon 11/13/17	Fri 11/17/17
Review issues log	5 days	Mon 12/11/17	Fri 12/15/17

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Award Letter, Summary of Grant Award Terms a

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Clerk & Recorder

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

Summary:

We have been approved for Grant SB 22-153 for security upgrades/enhancements for Elections. Attached is the approval letter & requirements. A paper copy will be sent via Interoffice mail.

Fiscal Impact: Grant

Submitted by: Michael Metcalf **Submitter's Email Address:** mmetcalf@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/14/2022

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

Comments:
Generally appears legally sufficient. Normally the County prefers not to promise indemnity, but as a subdivision of the State there is probably less legal impediments to us doing so. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/14/2022 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/15/2022

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

Agenda Date: 12/20/2022

Revised April 2015

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STATE OF COLORADO
Department of State
1700 Broadway, Suite 550
Denver, CO 80290

Jena M. Griswold
Secretary of State
Christopher P. Beall
Deputy Secretary of State

October 20, 2022

CORE #: CT, VAAA, 1113, 2023-2779

Gunnison County
Attn: Kathy Simillion, County Clerk and Recorder
221 N. Wisconsin St
Gunnison, CO 81230

Dear Clerk Simillion:

We are pleased to inform you that the Colorado Department of State (CDOS) has approved your application for funding pursuant to the Colorado Election Security Act (CESA) (SB 22-153) Grant Program ("Program") in the amount of $12,025.68. This letter authorizes you to proceed with the security improvements needed to comply with CESA ("Project") in accordance with the terms of this Grant Award Letter.

Attached to this letter are the terms and conditions of your Grant. Please review these terms and conditions as they are requirements of this Grant to which you Grantee agree by accepting the Grant Funds.

If you have questions regarding this Grant, please contact: Daniel Pickard (Daniel.Pickard@coloradosos.gov).

Best regards,

DocuSigned by:
Christopher Beall
7C7BA4DE09A543F...

Christopher Beall
Deputy Secretary of State

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GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Colorado Department of State (CDOS)	**Grant Amount** State Fiscal Year 2022-23: $12,025.68 **Total for all State Fiscal Years: $12,025.68**
Grantee Board of County Commissioners of Gunnison County	
Grant Effective Date The later of October 20, 2022 or the date the State Controller or an authorized delegate signs this Grant Letter	
Grant Expiration Date June 30, 2023	**CORE #:** CT, VAAA, 1113, 2023-2779
Grant Authority The Colorado Election Security Act (CESA), SB 22-153, appropriates $1 million from the General Fund to CDOS to grant to counties to assist them in meeting the election security requirements of CESA. Counties are required to have these security improvements in place not later than June 30, 2023.	

Grant Purpose

Elections must continue to be free and fair and protected from those who seek to compromise election officials and the security of Colorado's election processes. The Colorado Secretary of State oversees the conduct of statewide elections in Colorado as chief election official and is responsible for ensuring that elections are conducted in compliance with state and federal law. County clerks generally serve as designed election officials and coordinated election officials for their county and are responsible for ensuring their elections comply with the uniform election code and rules promulgated by the Secretary of State. County clerks, election officials, and election workers are best able to conduct and protect elections by implementing consistent security measures, including restrictions on access to secure locations and voting equipment. This grant is intended to assist counties with the costs of making the security requirements required by CESA.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Grant:

1. Exhibit A, Statement of Work.
2. Exhibit B, Budget.

In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. The provisions of the other sections of the main body of this Grant.
2. Exhibit A, Statement of Work.
3. Exhibit B, Budget.

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SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

STATE OF COLORADO Jared S. Polis, Governor Colorado Department of State Jena M. Griswold, Secretary of State DocuSigned by: Christopher Beall 7C7BA4DE09A543F... By: Christopher Beall, Deputy Secretary of State Date: December 5, 2022	**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY** Kathy Simillion, County Clerk and Recorder DocuSigned by: Kathy Simillion 8A65D615F163445... By: Kathy Simillion, County Clerk and Recorder Date: December 5, 2022

In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Brad Lang
8EEB8B7E1AFE4CC...
By: Brad Lang, Colorado Department of State, OSC Delegate

Effective Date: December 8, 2022

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1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Budget**" means the budget for the Work described in Exhibit B.

B. "**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 §24-11-101(1) C.R.S.

C. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

D. "**Grant Award Letter**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

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E. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

F. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.

G. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter.

H. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

I. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

J. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

K. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

L. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

M. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

N. "

O. "**Services**" means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

P. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

Q. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

R. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

S. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

T. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

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U. "**Work**" means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

V. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. [Intentionally Deleted - Reserved]

C. [Intentionally Deleted – Reserved]

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, 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 the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out.

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Grantee shall close out this Grant by the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations. The State 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.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in

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accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. 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 Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. 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 Grant, 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.

D. 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. 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.

E. 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,

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including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit __ on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit __ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing

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to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

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

16. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of

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the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

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

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, 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.

K. Accessibility

i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines

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(WCAG), incorporated in the State of Colorado technology standards.

ii. Contractor shall indemnify, save, and hold harmless 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 Contractor's failure to comply with §§24-85-101, *et seq*., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

iii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq*., C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

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EXHIBIT A, STATEMENT OF WORK

Overview

SB 22-153, the Colorado Election Security Act[1] (CESA) provides $1 million in State Fiscal Year 2022-23 from the General Fund for the Colorado Department of State (CDOS) to assist counties in complying with security requirements of the bill. Using this funding, CDOS has established the CESA (SB 22-153) Grant Program (Grant Program).

Under this Grant Program, each Colorado county has been allocated a portion of the $1 million in funding. The maximum amount of funding each county is eligible to receive as part of their initial grant application has been allocated based on State Demographer population statistics for each county as shown in Exhibit B, Budget. There is no county match requirement. Payments to counties shall be made on a reimbursement basis and the requirements to receive reimbursement are detailed below. To be eligible for reimbursement under this Grant Program, counties must incur the costs after the Effective Date of this Grant Agreement, but not later than the Grant Expiration Date.

Costs Eligible for Reimbursement

The Grant Program is funded by State of Colorado funds, the General Fund. As a result, CDOS is prohibited from reimbursing counties for any costs incurred prior to the Effective Date of this Grant Award Letter. Further, CDOS cannot reimburse any costs above the maximum amount payable stated on the Summary of Grant Award Terms and Conditions page unless a formal amendment has been fully executed *before* the additional costs have been incurred.

The Grantee is solely responsible for all costs that exceed the Maximum Amount Payable shown in the Table in Exhibit B and on the Summary of Grant Award Terms and Conditions page or that are determined by CDOS to be ineligible.

Eligible costs to be reimbursed may include the following:

- The purchase, shipment, and installation for Key Card Access Systems for rooms holding voting system components.
    - Key Card Access System is defined as “a system that controls physical entry into a room or location by use of a radio frequency identification card or similar door access system and produces a log that includes the name, date, and time that a person enters the room or area.”
- The purchase, shipment, and installation of video security surveillance for voting system components.
    - Video security surveillance is defined as “video monitoring by a device that continuously records a designated location or a system using motion detection that records one frame or more per minute until detection of motion triggers continuous recording.”

[1] §1-7-513.5(7)(a)(I) C.R.S.

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- This can also include costs for video surveillance storage, whether on a physical storage device or using a cloud storage service (through June 30, 2023) including additional storage of video surveillance of 24-hour drop box locations.

Reimbursement

To be reimbursed, counties must submit all final invoices for amounts paid for approved, eligible expenses under this Grant Program. **Invoices must be submitted to daniel.pickard@coloradosos.gov not later than Friday, June 30, 2023.** The General Assembly has appropriated funding for this Grant Program that is restricted to State Fiscal Year 2022-23. **Late requests for reimbursement will not be paid.**

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EXHIBIT B, BUDGET

The maximum award amount for counties has been allocated based on State Demographer population statistics and is illustrated in the table below (sorted by county population). As detailed in Exhibit A, counties will be reimbursed based upon eligible approved expenditures.

COUNTY	POP	MAXIMUM AMOUNT PAYABLE	COUNTY	POP	MAXIMUM AMOUNT PAYABLE
EL PASO	731,641	$24,500.00	PROWERS	12,014	$12,500.00
DENVER	717,632	$24,500.00	RIO GRANDE	11,555	$12,500.00
ARAPAHOE	655,044	$24,500.00	YUMA	10,001	$12,500.00
JEFFERSON	582,782	$24,500.00	CLEAR CREEK	9,387	$12,500.00
ADAMS	520,070	$24,500.00	SAN MIGUEL	8,068	$12,500.00
DOUGLAS	360,037	$24,500.00	CONEJOS	7,439	$12,500.00
LARIMER	359,701	$24,500.00	LAKE	7,417	$12,500.00
WELD	331,184	$24,500.00	KIT CARSON	7,078	$12,500.00
BOULDER	330,860	$24,500.00	HUERFANO	6,804	$12,500.00
PUEBLO	168,434	$24,500.00	RIO BLANCO	6,532	$12,500.00
MESA	155,910	$24,500.00	SAGUACHE	6,409	$12,500.00
BROOMFIELD	74,470	$18,000.00	CROWLEY	5,843	$12,500.00
GARFIELD	61,723	$18,000.00	GILPIN	5,799	$12,500.00
LA PLATA	55,651	$18,000.00	LINCOLN	5,661	$12,500.00
EAGLE	55,624	$18,000.00	BENT	5,585	$12,500.00
FREMONT	48,885	$18,000.00	OURAY	4,880	$12,500.00
MONTROSE	42,810	$18,000.00	WASHINGTON	4,825	$12,500.00
DELTA	31,160	$18,000.00	CUSTER	4,711	$12,500.00
SUMMIT	31,013	$18,000.00	PHILLIPS	4,528	$12,500.00
MORGAN	29,106	$18,000.00	COSTILLA	3,485	$12,500.00
ELBERT	26,188	$18,000.00	BACA	3,478	$12,500.00
MONTEZUMA	25,853	$18,000.00	SEDGWICK	2,409	$12,500.00
ROUTT	24,840	$12,500.00	DOLORES	2,080	$12,500.00
TELLER	24,779	$12,500.00	CHEYENNE	1,741	$12,500.00
LOGAN	21,408	$12,500.00	KIOWA	1,459	$12,500.00
CHAFFEE	19,515	$12,500.00	JACKSON	1,378	$12,500.00
OTERO	18,679	$12,500.00	MINERAL	863	$12,500.00
PARK	17,430	$12,500.00	HINSDALE	795	$12,500.00
PITKIN	17,363	$12,500.00	SAN JUAN	707	$12,500.00
GUNNISON	16,944	$12,500.00			
ALAMOSA	16,330	$12,500.00			
GRAND	15,707	$12,500.00			
LAS ANIMAS	14,560	$12,500.00			
ARCHULETA	13,367	$12,500.00			
MOFFAT	13,283	$12,500.00			

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Second Amendment to the Intergovernmental Agreemen

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Please see the attached contract.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/14/2022

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/13/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/15/2022

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

Agenda Date: 12/20/2022

Revised April 2015

2023 GVRHA IGA Update

As Gunnison Valley Regional Housing Authority (HA) begins to develop its next iteration of the Intergovernmental Agreement between regional partners, the HA would like to take a moment to update its partners with proposals for the upcoming Fiscal Year 2023. The HA is formally requesting the following from its jurisdictional partners:

1) A 12-month extension of the current IGA
2) An increase of the financial contribution to the HA by each party of $35,000.

This increased investment and one-year extension will benefit not only further strength and stability in the organization's current operations, but also the opportunity for the HA to better focus on opportunities for growth, engagement, and development in the Valley with a stronger and more resilient staff supporting general operations. GVRHA plans to be an engaged party in the One Valley Resiliency Roadmap (OVRR) Regional Leadership Team in establishing a unified and balanced Housing strategy for the Gunnison Valley, with the following being key areas to analyze and strengthen:

1) **Strengthen Current Intergovernmental Agreement**
    a. Collaboration with Community Partners
    b. Assess opportunities for permanent funding streams
2) **Become a more engaged 'Authority' in housing development in the valley**
    a. Guide development as an engaged participant/partner in current housing projects in progress
    b. Present opportunities for public-private partnerships in development opportunities in the valley
    c. Provide resources and engagement in fundraising, grant opportunities, deed monitoring, property management expertise, legislative knowledge, and policy support to all Valley partners
3) **Utilize and understand all methods for preservation of existing housing stock**
    a. Mobile Home Parks
    b. Homeowner Incentives
    c. Oversight of Deed Restrictions
4) **Provide further housing expertise to the community through education and outreach opportunities**
    a. Community Housing Education in collaboration with field experts
    b. Housing Education onboarding opportunities for Board directors and partner staff
5) **Support municipalities and the county in researching and proposing land use and housing policy development and improvement**

The Gunnison Valley Regional Housing Authority is committed to being a valuable resource to the Valley's public and private partners and residents. With appropriate funding and support from the jurisdictions, including the opportunity to refocus and redefine our IGA under a shorter 1-year extension, new GVRHA leadership and an engaged board of directors are confident this partnership will provide a great benefit in housing expertise, management and development to all parties involved.

SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE

GUNNISON VALLEY REGIONAL HOUSING AUTHORITY

THIS SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT (this "Second Amendment") is entered into as of _____ ____, 2022, by and among the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 E. Virginia, Gunnison, CO 81230 ("Gunnison County"), the CITY OF GUNNISON, whose address is P.O. Box 239, Gunnison, CO 81230 ("Gunnison"), the TOWN OF CRESTED BUTTE, whose address is P.O. Box 39, Crested Butte, CO 81224 ("Crested Butte"), and the TOWN OF MT. CRESTED BUTTE, whose address is P.O. Box 5800, Mt. Crested Butte, CO 81225 ("Mt. Crested Butte"); (collectively, the "Parties").

RECITALS

WHEREAS, pursuant to the provisions of Section 18 of the Colorado Constitution and Section 29-1-203, Colorado Revised Statutes, in 2012 the parties entered into an Intergovernmental Agreement (the "Agreement") establishing the Gunnison Valley Regional Housing Authority (the "Authority"); and

WHEREAS, the Parties entered into a First Amendment (the "Amendment") in 2017; and

WHEREAS, the Parties have determined that due to changed circumstances and needs of the entities benefitting from the services provided by the Authority, it is the best interest of the Parties and the community benefitting from the services to amend certain provisions of the Agreement; and

WHEREAS, except as otherwise provided herein, the provisions of the Agreement and Amendment are hereby ratified and confirmed and remain in full force and effect.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations herein set forth, the parties hereby mutually agree as follows:

Section 1. Section 4.6 of the Amendment, "Renewed Commitments from Parties" is hereby amended as follows:

Section 4.6 Renewed Commitments from Parties. The Parties agree that the success of the Authority is of paramount importance to the communities they represent. Additionally, the Parties agree that the success of the Authority is equally important to each of the jurisdictional bodies. To ensure the continued and growing success of the Authority, the Parties to this Agreement acknowledge and agree that continued and sustainable operational funding is needed. The parties hereby agree to fund the Authority for the next one (1) full calendar year, beginning on January 1, 2023 in the total aggregate amount of Four Hundred Nine Thousand Dollars ($409,000). Funding from each party shall be subject to annual availability and appropriation by the governing body of each jurisdiction.

a. *Intent of a one-year agreement*. While the Parties agree to the importance of the Authority to the communities they represent, they also agree that there is a need to further evaluate and provide edits to the current Agreement to better clarify the intent and purpose of the Authority. The Parties understand this temporary one-year agreement is intended to give the Parties an opportunity to create a new amended and restated agreement encompassing all of the terms before expiration of the Second Amendment.

b. *Proportional Shares of Funding*. The Parties agree to the funding as follows:

Party	**2023**
County	$128,500
City of Gunnison	$93,750
Crested Butte	$93,750
Mt. Crested Butte	$93,750

c. *Payment Dates*. The Parties shall pay their respective sums due to the Authority on a quarterly basis each year. In addition to the foregoing, the parties may, from time to time, pay the Authority with proprietary revenues or other public funds for services rendered or facilities provided by the Authority, as contributions to defray the cost of any purpose set forth in this Second Amendment, and/or as advances for any purpose subject to repayment by the Authority.

Section 2. If any section, paragraph, clause or provision of this Second Amendment shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Second Amendment.

Section 3. Except as amended hereby, the provisions of the Agreement are hereby ratified, approved and confirmed.

Section 4. The Effective Date of this Second Amendment shall be the date of the last party to sign.

Section 5. The parties to this Second Amendment do not intend to benefit any person not a party to this Second Amendment. No person or entity, other than the parties to this Second Amendment, shall have any right, legal or equitable, to enforce any provision of this Second Amendment.

Section 6. Each person signing this Second Amendment in a representative capacity, expressly represents the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this Second Amendment. Each party expressly represents that except as to the approval specifically required by this Second Amendment, such party does not require any third party's consent to enter into this Second Amendment.

Section 7. This Second Amendment may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one original Second Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth below.

GUNNISON COUNTY, COLORADO

_____

Chairperson

(SEAL)

ATTEST:

Date :_____

_____

County Clerk

Approved as to Form:

_____

County Attorney

GUNNISON, COLORADO

_____

Mayor

(SEAL)

ATTEST:

Date :_____

_____

City Clerk

Approved as to Form:

_____

City Attorney

CRESTED BUTTE, COLORADO

_____

Mayor

(SEAL)

ATTEST:

Date :_____

_____

Town Clerk

Approved as to Form:

_____

Town Attorney

MT. CRESTED BUTTE, COLORADO

_____

Mayor

(SEAL)

ATTEST:

Date :_____

_____

Town Clerk

Approved as to Form:

_____

Town Attorney

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2023 CCI Proxy Designation; Designate Assistant Co

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

The 2023 form to designate Assistant County Manager for Health, Human and Safety Services Joni Reynolds to CCI's Health and Human Services steering committee.

Fiscal Impact:

Submitted by: Katherine Haase for Joni Reynolds **Submitter's Email Address:** jreynolds@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/16/2022

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

Agenda Date: 12/20/2022

Revised April 2015

COLORADO COUNTIES, INC.
Educate · Advocate · Empower

Memorandum

TO: Boards of County Commissioners

CC : County Managers & Administrators

FROM : Katie First, CCI

DATE : December 8, 2022

SUBJECT : **County Designation of 2023 Steering Committee Proxies**

Per CCI's Bylaws, each county may designate a county staff member to serve as proxy; they are permitted to vote during steering committee meetings in the absence of a county commissioner. It is important to designate your county proxy to ensure a 65% majority is reached on votes and to complete a proper audit of votes.

This proxy:

- must be designated **annually** by the Board of County Commissioners
- may only vote for the **designated committee(s)**
- is **not permitted to vote for another county**.

Proxy forms are not needed for commissioners, only county staff; however, please complete one form per designee.

To appoint your county proxy, complete the attached form and return by Friday, January 20, 2023 to Katie First at kfirst@ccionline.org. Should you have any questions, Katie can be reached at 614-774-6261.

CCI Bylaws: Article V, Voting Privileges

Section 3. Voting By Proxy. Voting by proxy is allowed at any steering, advisory or ad hoc committee meeting or meetings of sections appointed by the Board of Directors provided that the chair of the board of county commissioners or the city and county equivalent designate at least annually the proxy in writing to the Executive Director. A person so designated may cast a maximum of one vote at any steering, advisory or ad hoc committee meeting or Board appointed section meeting. Proxy voting is otherwise allowed at any other meeting only to the extent otherwise authorized herein, such as expressed by Section 5 of this Article, below. Notwithstanding any other provision of these bylaws, proxy voting for another county is not permitted in the selection of individuals to serve in leadership positions, including CCI officers, board representatives, steering committee chairs and vice-chairs, and district presidents and vice-presidents.

COLORADO COUNTIES, INC.
Educate · Advocate · Empower

2023 Steering Committees
Designation of Proxy

A Board of County Commissioners MAY designate a county staff member to serve as proxy and vote in the event of a commissioner absence during a Steering Committee meeting

The Board of County Commissioners designates _____
(First & Last Name)

to serve as proxy on behalf of _____ county to the following
(County Name)

Steering Committee(s) during the 2023 session:

_____ Agriculture, Wildlife and Rural Affairs
_____ General Government
_____ Health and Human Services
_____ Justice and Public Safety
_____ Land Use and Natural Resources
_____ Public Lands
_____ Taxation and Finance
_____ Tourism, Resorts and Economic Development
_____ Transportation and Telecommunications

To be certified by the BOCC Chair:

Signed: _____
Board Chair

Date: _____

Contact Information of Proxy:
Counties will be contacted via e-mail regarding meeting details, including Zoom links

Name: _____

Title: _____

E-Mail: _____

Please submit to Katie First at kfirst@ccionline.org
by January 20, 2023

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Parents as Teachers Affiliate Plan; f

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

parent as teachers agreement

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 9/2/2022

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

Comments:
Appears legally sufficient. ASFR 12.15.22

Reveiwed by: GUNCOUNTY1\dbishop Discharge Date: 12/16/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/16/2022

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

Agenda Date: 12/20/2022

Revised April 2015

Parents as Teachers®

Updated: June 2021

Affiliate Plan

Section I.
Affiliate Background Information

Parents as Teachers®

1. Are you a New or Existing Affiliate? ☐ New Affiliate ☒ Existing Affiliate

2. PAT Affiliate name
Gunnison County

3. Business name (W9) *(if different from above) Please include copy of agency W-9 with plan.*

4. Affiliate supervisor ✪ *Person listed as Affiliate Supervisor must fulfill the Essential Requirements for Supervisors and is responsible for completion of supervisory activities and model fidelity.*

a. Contact (name) Marilyn Cheever

b. Email address marilyn.cheever@state.co.us

5. a. Affiliate main contact: *(if different from supervisor)*
Kari Commerford

b. Affiliate main contact email address:
kcommerford@gunnisoncounty.org

6. Billing Contact

a. Billing contact (name):
Jody Wise

b. Billing contact email address:
mbirnie@gunnisoncounty.org

c.Billing contact phone number:
970-641-7679

d. Billing contact physical address:
200 East Virginia Ave. Gunnison, CO 81230

7. CEO/Executive Director contact
mbirnie@gunnisoncounty.org

b. CEO/Executive Director contact email address:
mbirnie@gunnisoncounty.org

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8. Affiliate address: 200 East Virginia Ave. City: Gunnison

State: CO County: Gunnison Zip: 81230

Telephone: (970) 642 - 7393 Ext.: _____

Information used in our website's program locator.

9. County(ies), Federal & State Congressional Districts *Enter zip codes for areas served.*

81230, 81210, 81224, 81225

10. What type of organization will house your Parents as Teachers affiliate?

- ☐ School system
- ☐ Social service nonprofit
- ☐ Mental/behavioral health organization
- ☐ Family/parenting/youth resource center
- ☐ Health department
- ☐ Hospital, clinic or medical facility
- ☐ Department of social service/ child welfare
- ☐ Community action agency
- ☐ Early childhood education center
- ☐ Housing authority
- ☐ College or university
- ☐ Faith-based organization
- ☐ Tribal government agency
- ☐ Military base
- ☐ Shelter
- ☑ Other: County

11. What are the goals of the agency/organization?

This will be an across agency project. Gunnison County will be the lead agency and will partner across the County with Health and Human Services, Juvenile Services, Early Childhood Council and Child Protection as well as across community partnerships with Gunnison Valley Hospital's OB department. The goals are to work upstream to support families and young children to reduce the quantity and impact of adverse childhood experiences and help families be able to thrive in their communities.

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12. Does the agency/organization deliver other home visiting models?

a.

- ☐ ABC
- ☐ Child First
- ☐ Family Connects
- ☐ Early Head Start/Head Start
- ☐ HFA
- ☐ HIPPY
- ☑ NFP
- ☐ ParentChild+
- ☐ SafeCare
- ☐ No other home visiting models
- ☐ Other: _____

b. Do any of these models use PAT Curricula? ☐ Yes ☒ No

13. If another home visiting model is delivered, how will home visiting services be coordinated?

NFP is limiting to families - first time pregnancies, income and education. NFP will be utilized for those who choose that program and PAT will be open for all families. First time moms that meet the NFP criteria will be referred to NFP, all other families will be referred to PAT, families that are aging out of NFP but continue to need support, will be referred to PAT.

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14. Does the agency/organization offer services or programs other than home visiting? If so, what are the other services or programs?

Annually Gunnison County offers love and logic and in the past Nurturing Parenting Program.

a. *If Yes*: Will PAT staff have non-PAT responsibilities? ☐ Yes ☒ No

b. *If Yes:* Which staff *(role: parent educator, supervisor, etc.)* **and what non-PAT responsibilities will they have?** *(administrative support, cafeteria supervision, etc.)*

PAT supervisor is the supervisor of Child and Family Services
PAT teachers will be case workers, family advocate, Early Childhood Council members, public health nurse

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Section II. Affiliate Design

Parents as Teachers®

1. Community Needs & Populations to be Served

a. What needs have you identified in your community?

Gunnison County's prevalence of Adverse Childhood Experiences (ACEs) include physical abuse, neglect, sexual abuse, emotional abuse and parental mental health/substance use disorder (SUD). The most frequent ACE is neglect, which spiked between January and March of 2020. Gunnison Valley Hospital (GVH) has seen a 500% increase in admits to the ER for behavioral issues for adults in 2020. Between 2019 and 2020, 90 percent of youth served by Gunnison Valley Mentors (GVM) lived at or below the FPL; that dropped to 60 percent between 2020 and 2021. Between 2020 and 2021, the most prevalent risk factor for youth served by GVM changed from poverty to violence, where 74 percent of the youths referred to GVM lived in homes where abuse or neglect, family violence, or witnessing violence in the home was a concern.

b. Please describe the target population. *Include: demographics, geographic characteristics, family characteristics, eligibility criteria, Internet availability, underserved communities, and/or prioritized populations.*

Increase the number of families who receive prevention programming through in-home parenting classes by supplementing the Nurse Family Partnership (NFP) program with Parents as Teachers. Supplementing NFP with Parents as Teachers will help to expand the number of families who receive prevention services by 20%. Families that will be targeted include parents with one or more children already in the home, children with an open or past Child Protection case, families that are involved in one or more system.

c. What is your plan to serve your target population? *Suggested topics: service delivery strategies; community stakeholder engagement; employee recruitment.*

This proposal is a shared effort between HHS, Gunnison Valley Health ,Juvenile Service's Family Advocacy and Support Team (FAST) program which includes partnerships with; RE1-J School District, Gunnison Valley Mentors, Project Hope, 7th Judicial Court and probation, Gunnison Police Department, the Center for Mental Health, Division of Youth Services, and Rocky Mountain Health Plans. We will also work with the Early Childhood Council and the Lighthouse Pregnancy center. All of these partners are committed to giving time and resources.

d. Which of the following child ages will your affiliate serve? *Check all that apply.*

☑ Prenatal-3 years (Foundational Curriculum) ☑ 3 Years-Kindergarten Entry (Foundational 2 Curriculum)
☑ Kindergarten Children ☐ Other: _____

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2. Initiation and Duration of Services

a. How many months of service does the affiliate intend to provide families? ✪ *Affiliates are designed to provide at least 2 years of service to families. Optimally, families receive 3+ years of service.*

☑ 24-35 months ☐ 36+ months ☐ Other: _____

b. What will be/is your program's exit policy for:

i. planned transitions:

Gunnison County has been working collaboratively to support youth and families for the past 8 years through our FAST team. We will utilize this team in transitions. For families who are transitioning from Child Protect PAT there will be an opportunity to engage in FAST or Wraparound services if applicable or continue PAT with the FAST family support partner. We will work to connect families ending PAT with other resources and supports with our partnering agencies (ECC, Lighthouse, RE1-J).

ii. unplanned transitions:

We will utilize FAST and the ECC for unplanned transitions to ensure there is a team or community organizations that can brainstorm how to continue to support children and families. Families will be called by the PAT facilitator 3 times to try to re-engage, an attempt at direct contract with PAT facilitator or direct contact with other professional that the family is connected to.

c. Will PAT services be offered year round? *PAT Quality Standards recommend that services are provided to families year round.*

☐ Yes ☑ No

i. *If No:* Please explain:

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Section III. Infrastructure

Parents as Teachers

1. Funding and Physical Resources

a. Primary Funding Sources	**i. Federal** ☐ HS/EHS ☐ Title I ☐ MIECHV ☑ Other: Family First
	ii. State ☐ DOE ☐ Dept. of Social Services ☐ DOH ☐ Other: _____
	iii. Local ☐ City or County Tax initiative ☐ Local School District ☐ Other: _____
	iv. Private ☐ Foundation ☐ United Way ☐ Gift ☐ Other: _____
	v. Funding duration ☐ 1 year ☑ 2 years ☐ 3 years **Renewable?** ☑ Yes ☐ No
b. Secondary Funding Sources	**i. Federal** ☐ HS/EHS ☐ Title I ☐ MIECHV ☐ Other: _____
	ii. State ☐ DOE ☑ Dept. of Social Services ☐ DOH ☐ Other: _____
	iii. Local ☐ City or County Tax initiative ☑ Local School District ☐ Other: _____
	iv. Private ☐ Foundation ☐ United Way ☐ Gift ☐ Other: _____
	v. Funding duration ☐ 1 year ☐ 2 years ☑ 3 years **Renewable?** ☑ Yes ☐ No

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c. How will you sustain your current funding level if your funding sources become unavailable or decrease?

All partnering agencies are committed to provide PAT with staff resources. The current funding will help start the program and pay for training and we will continue to write for grants to support the work. If no grants are available PAT will be covered in the current funding and scope of work of the positions.

2. Policies and Procedures

a. Are affiliate policies and procedures already documented? ☐ Yes ☒ No

***If No*: What date do you expect them to be completed?** 10/22

b. Describe your plan to review and update affiliate policies and procedures.

Once we have approval to proceed with PAT training and our plan we will review and update affiliate policies and procedures. We will work with Parent Possible and utilize PAT resources to create PAT policies and procedures. We will complete an annual review of the policies/procedures and update them when necessary.

3. Administration and Advocacy

a. What is your Advisory Committee Development Plan? *Goal of committee; description of committee members; recruitment for committee; committee meeting schedule; If part of a larger board or committee, describe how PAT specific activities are included.*

Our current Inter -gency Oversight Group (IOG) will be our committee with the purpose of promoting a collaborative system of local-level interagency oversight groups and individualized service and support teams to coordinate and manage the provision of services to children and families who would benefit from integrated multi-agency services. This group includes HHS, Juvenile Services, 7th judicial probation, 7th judicial district court, RE1-J, The Center for Mental Health, Division of Youth Services, Project Hope, Family advocate, and West Slope CASA.PAT will be a regular agenda item for the IOG meetings and PAT supervisor will be member of the group.

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b. List up to 8 agencies that might participate on your Advisory Committee:

Health and Human Services	Juvenile Services	Gunnison Valley Mentors	Gunnison Valley Hospital
Center for Mental Health	RE1-J	Lighthouse	

c. How often will the Advisory Committee meet? ✪ 3 times per year

d. Advocacy is an important component of the Parents as Teachers model. What is your plan to advocate for your Parents as Teachers program? *Please address a Community Communication & Engagement Plan with local, state and national stakeholders, policy makers, funders.*

We have been thoughtful of what community stakeholders to include in Parents as Teachers in order to strategically place stakeholders who, as part of their mission, advocate for parents and kids. We will leverage our partnership with the school and ECC as well as Lighthouse.

4. Staff

a. What will be the minimum parent educator qualifications? ✪

- ☑ High school diploma/GED plus at least two years of previous supervised work experience with young children and/or parents
- ☐ Child Development Associate (CDA)
- ☐ Associate's Degree/60 College hours;
- ☐ Bachelor's degree
- ☐ Master's Degree; Beyond Master's Degree
- ☐ Other early childhood certificate or credential, *please specify*: _____
- ☐ Other *please specify:* _____

b. What will be the minimum supervisor qualifications?

Bachelor's degree and 4 + years experience in management/supervision.

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c. What affiliate activities will be supported by other staff (not supervisors or parent educators)? *Select all that apply*

- ☑ Community liaison/engagement
- ☐ Data entry
- ☐ Group connections
- ☐ Program intake
- ☑ Recruitment
- ☐ Reflective Supervision
- ☐ Screening
- ☐ No other support staff
- ☐ Only supervisors and parent educators will complete affiliate activities
- ☐ Other, *please specify*: _____

d. Number of PEs to be employed *Full-time ≥ 20 hrs per week*

_____ Full-time parent educators 4 Part-time parent educators

e. Staff Recruitment and Hiring Process *What action steps will be taken to recruit candidates with desired qualifications?*

All staff are currently working for Gunnison County or GVH.

f. Affiliate Training and Orientation *In addition to Foundational and Model Implementation, list required trainings for all staff, initial and ongoing; list specific onboarding training/orientation practices. PAT specific, agency specific, funder specific, technology specific*

Mandatory Reporting
ACE training
Positive Youth Development

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5. Previous PAT Trainings

Staff name	Dates of completion		
	Foundational *Required*	**Model Implementation** *Required*	**Foundational 2** *Required if serving children ages 3 through kindergarten*

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6. Anticipated PAT Trainings

Training	Location of training *(City, State)*	Start date of training *(mm/dd/yyyy)*	Number of staff who will attend	Names of all staff who will attend training
✪ **Foundational** *Required*	online	09/16/2022	5	Laurea Pearson Charlotte Brielle Laura Rascon Marilyn Cheever Public Health Nurse
✪ **Model Implementation** *Required*	online	9/16/2022	5	Laurea Pearson Charlotte Brielle Laura Rascon Marilyn Cheever Public Health Nurse
✪ **Foundational 2** *Required if serving children ages 3 through kindergarten*	online	12/5/2022	3	Laurea Pearson Laura Rascon Marilyn Cheever

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Section IV.
Supervision and Professional Development

Parents as Teachers®

1. Staff Meetings ✪

a. How many hours per month will be dedicated to staff meetings? 2.5

2. Individual, Reflective Supervision ✪

a. Full-time Reflective Supervision hours per month _

b. Part-time Reflective Supervision hours per month 1

c. If supervisor carries a caseload, who will provide Reflective Supervision to the supervisor?

N/A

3. Observation of Service Delivery ✪

a. What is your plan to observe personal visits? *How often? Who will complete personal visit observations? What tool will be used?*

Bi-annual personal visit observations completed by the supervisor using the PAT Personal Visit Observation Tool

b. What is your plan to observe group connections? *How often? Who will complete group connection observations? What tool will be used?*

Bi-annual personal visit observations completed by the supervisor using the PAT Group Connections Observation Tool

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4. Professional Development

a. What types of professional development do you plan to offer, or make accessible, for PAT staff throughout the program year?

- ☐ PATNC Webinars
- ☐ Penelope Guided Learning/Webinars
- ☐ PATNC Knowledge Studio/Web-based Trainings
- ☐ PAT International Conference
- ☑ Other: ACE training

For a listing of PATNC Trainings, visit: https://parentsasteachers.org/trainingcurriculagallery#PAT-CORE-TRAINING

5. PAT Trainings/Resources

a. What trainings/resources might meet the needs of your affiliate?

- ☑ Autism Within Families
- ☐ Facilitating Groups
- ☑ Healthy Sleep Practices for Young Children
- ☐ Heroes at Home (Digital Guide)
- ☐ Interactions Across Abilities
- ☑ Partnering With Teen Parents
- ☐ Working Successfully From Home
- ☐ Remote Leadership Toolkit
- ☐ New Supervisor's Institute
- ☐ Bud to Boss
- ☐ Reflective Supervision Community of Practice
- ☐ Supervisor's Toolbox Community of Practice
- ☑ Parents as Teachers Supervisor's Institute
- ☐ Partnering with Parents Through Screening and Assessment

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Section V.
Recruitment and Retention of Families

Parents as Teachers®

1. Recruitment

a. What are some recruitment strategies based on the needs and characteristics of your target population?

- ☑ Coordinate with state agencies
- ☑ Coordinate with local health agencies
- ☐ Coordinated with LEA
- ☐ Coordinated intake
- ☐ Social media
- ☑ Website
- ☑ Word of mouth
- ☐ Other: _____

2. Enrollment

a. Expected number of families at full enrollment 9_____

b. Expected number of families with multiple children (*including prenatal children*) 9_____

Note: The Parents as Teachers model is designed to serve all children in the family (within the age range served by the affiliate).

3. Retention

a. What are your retention and engagement strategies?

We will work across organizations to help build knowledge of what is working for family engagement and what needs and barriers are being identified. We will provide support for PAT teachers through group supervision to decrease burnout rates. We will be flexible and course correct as needed in order to continue to engage and retain families.

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Section VI. PAT Services

1. Family-Centered Assessment

a. What Family-Centered Assessment will your affiliate implement?

- ☑ Colorado Family Support Assessment- Version 2.0
- ☐ Family MAP
- ☐ Full use of PAT Records and FCA Synthesis Record
- ☐ Life Skills Progression (LSP)
- ☐ Maine Families Family Picture
- ☐ Mid-America Head Start Family Assessment
- ☐ NC Family Assessment Scale for General Services
- ☐ New Mexico Maternal Child Health/Demographic Information Forms for Child and Adult along with the Maternal-Child Health FCA PAT supplement

b. What strategies will you implement to complete family-centered assessment for all enrolled families within 120 days of enrollment?

We will use the assessment required by PAT affiliate and family first. We will work to build a relationship with the family and conduct the assessment interview style to lower stress of family. All trainers/teachers will be trained in trauma-informed care in order to ensure understanding of triggers and ways to engage with families who may have trauma backgrounds.

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2. Goal Setting ✪

a. What strategies will you implement to develop goals with families?

PAT facilitators will utilize a family-voice model for developing goals.

b. How often will goals be reviewed and updated?

Quarterly

3. Personal Visits

a. Expected number of families with one or fewer stressors: 2

b. Expected number of families with two or more stressors: 7

c. At what frequency do you plan to visit families to meet the personal visit Essential Requirement? ✪

2xmo.

d. Do you plan to offer virtual personal visits? ☐ Yes ☒ No

i. If Yes, describe your service delivery plan. *Under what conditions will virtual personal visits be offered? How will you ensure families have equal access to this option?*

If it is at the choice of the family.

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4. Caseload Size

✪ Supervisor *If name is unknown, list as SUP1, SUP2, etc.*	Model Certified Staff supervised by this supervisor*	Number of hours worked per week devoted to PAT activities	Number of Families
1. Supervisor name: Marilyn Cheever > Hours devoted per week to PAT program management and other PAT supervisory activities: 8-10 *The Parents as Teachers model allows, but does not require, supervisors to serve families.* If this supervisor serves families, please provide the following information. *Enter N/A if supervisor will not serve families.* > Number of families served by supervisor: NA > Number of hours devoted weekly to personal visits: NA	**1.** Laurae Pearson	8	2-3
	2. Laura Rascon	8	2-3
	3. April Sparks	8	2-3
	4. =		
	5.		
	6.		
	7.		
	8.		
	9.		
	10.		

** All staff serving families must be model certified. Staff listed here should also be listed under previous and/or anticipated trainings on pages 11 and 12.*

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✪ Supervisor *If name is unknown, list as SUP1, SUP2, etc.*	Model Certified Staff supervised by this supervisor*	Number of hours worked per week devoted to PAT activities	Number of Families
2. Supervisor name: Kelsey Weaver > Hours devoted per week to PAT program management and other PAT supervisory activities: 8-10 *The Parents as Teachers model allows, but does not require, supervisors to serve families.* If this supervisor serves families, please provide the following information. *Enter N/A if supervisor will not serve families.* > Number of families served by supervisor: N/A > Number of hours devoted to personal visits: N/A	**1.** Charlotte Brielle	8-10	2-4
	2.		
	3.		
	4.		
	5.		
	6.		
	7.		
	8.		
	9.		
	10.		

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5. Group Connections ✪

a. Number of Group Connections per year 12

b. What participation/attendance strategies do you plan to implement for successful group connections?

In order to have high participation we will ask families what topics they are interested in, provide childcare if needed, hold the groups at a central locationand provide food and family friendly settings.

c. Do you plan to provide virtual group connections? ☐ Yes ☒ No

i. If Yes, describe your service delivery plan. *Under what conditions will virtual group connections be offered? How will you ensure families have equal access to this option?*

unless required by a family

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6. Child Development Surveillance ✪

a. Parent educators review the PAT *Milestones Record* or CDC Milestones Summary for each enrolled child before the visit and update each enrolled child's record/summary after the visit when there are newly emerging or achieved milestones.

Please initial: KC_____

7. Child Development Screening ✪

a. Child developmental screening takes place for all children within 90 days of family enrollment or child's birth, and then at least annually thereafter. Developmental domains that require screening include language, cognitive, social-emotional, and motor development.

Please initial: KC_____

b. Which Developmental Screening Tool will your affiliate use:

- ☑ ASQ 3 & ASQ-SE2 OR ASQ 3 & Devereux Early Childhood Assessment (DECA)
- ☐ BRIGANCE Early Childhood Screens III
- ☐ Developmental Indicators for the Assessment of Learning Fourth Edition (DIAL-4)
- ☐ Parents' Evaluation of Developmental Status (PEDS)
- ☐ Infant-Toddler Developmental Assessment (IDA-2)

c. Will you provide virtual screening? ☐ Yes ☒ No

i. Will you use the ASQ online? ☐ Yes ☒ No

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8. Health Review ✪

a. Child health review is completed within 90 days of family enrollment or child's birth, and at least annually thereafter. Completion of the *Child Health Record*, which consists of health status, safety, vision, and hearing elements, constitutes a complete health review.

Please initial: KC

b. Completion of Health Review section of the PAT *Child Health Record*:

Conducted by:

- ☐ Affiliate staff
- ☑ Contracted out *(Provide agency name)*: Child Find or GVH

Frequency after inital screen:

- ☑ Annually
- ☐ More frequently than annually *(Please specify)*: _____

c. Completion of Hearing Review section of the PAT *Child Health Record*:

Conducted by:

- ☐ Affiliate staff
- ☑ Contracted out *(Provide agency name)*: GVH

Frequency after inital screen:

- ☑ Annually
- ☐ More frequently than annually *(Please specify)*: _____

Additional methods used: *(optional)*

- ☐ Documentation or parent report of hearing check by healthcare provider
- ☐ OAE for children younger than 36 months
- ☐ Pure Tone Audiometry (36+ months)

d. Completion of Vision Review section of the PAT *Child Health Record*:

Conducted by:

- ☐ Affiliate staff
- ☑ Contracted out *(Provide agency name)*: Child Find or GVH

Frequency after inital screen:

- ☑ Annually
- ☐ More frequently than annually *(Please specify)*: _____

Additional methods used: *(optional)*

- ☐ Documentation of vision screen by healthcare provider
- ☐ Additional tool(s) for 42+ months
- ☐ Functional Vision Screen by parent educator
- ☐ Activity charts/cards
- ☐ Retinomax screening
- ☐ Suresight Vision Screening

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e. What strategies will you implement to ensure that developmental screening and the *Child Health Record* are consistently completed within 90 days of enrollment?

Supervisor overseeing and recording checking with staff.

9. Resource Network ✪

a. What is your plan for Resource Network development? *You may address already established connections as well.*

Through our ECC we have a strong resource network and will leverage those relationships.

b. List up to 8 agencies you will partner with for additional services to families, including contracted agencies providing screening.

1. Child Find
2. Lighthouse Center
3. Center for Mental Health
4. Exploration Play
5. _____
6. _____
7. _____
8. _____

c. How many written coordination agreements are currently in place? through FAST 10/ECC 15

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Section VII.
Evaluation and Continuous Quality Improvement

1. Data Collection and Documentation of Services

a. How do you plan to document service delivery and program implementation?

- ☐ PAT Penelope
- ☑ Data system that has a licensing agreement with PATNC and contains all items in the PAT Records
- ☐ Program-specific forms or an affiliate-specific database that contains all items in the PAT Records
- ☐ Printed or fillable PAT Records (2017 or newer).

b. If using a computerized data system, what will be used? *Check all that apply.*

- ☐ PAT Penelope
- ☐ ETO
- ☐ REDCap
- ☐ ChildPlus or other Head Start data system
- ☑ Visit Tracker
- ☐ Other local, state or regional database *(please specify)*: _____
- ☐ We will not use a computerized system

2. Family Feedback

a. How often will you gather and summarize feedback from families about the service they have received?

☑ Annually ☐ More frequently *(please specify)*: _____

b. How do you plan on collecting family feedback on the services they received through all four model components?

in-person interviews/parent possible survey

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3. Outcomes

a. Outcome 1: Select ONE tool that measures parenting skills, practices, and capacity outcomes:

- ☐ Adult Adolescent Parenting Inventory (AAPI-2)
- ☐ Healthy Families Parenting Index (HFPI)
- ☐ Home Observation for Measurement of the Environment (HOME) Inventory
- ☐ Keys to Interactive Parenting Scale (KIPS); Parenting Interactions with Children
- ☑ Checklist of Observation Linked to Outcomes (PICCOLO)
- ☐ Parenting Stress Index (PSI)
- ☐ Parenting Stress Scale (PSS)
- ☐ Parents' Assessment of Protective Factors (PAPF)
- ☐ Protective Factors Survey, 2nd Edition (PFS-2) –Traditional Pre/Post Version

b. Outcome 2: Select at least ONE of the following additional outcomes to measure:

Parent/Family health or well-being:

- ☐ Caregiver education achievement
- ☑ Depression
- ☐ Intimate partner violence
- ☐ Postpartum health care visits

Child Development:

- ☐ Child development
- ☑ Kindergarten/school readiness

Child Health or well-being:

- ☐ Breastfeeding
- ☐ Child maltreatment
- ☐ Smoke-free environment
- ☐ Tobacco cessation
- ☐ Well-child visits

c. How will you measure changes in Outcome 2 listed above? *Please be specific about outcome tools and indicators that will be tracked and any targets already established. See Outcomes Essential Requirements Guidance for more information.*

Depression screening and Kindergarten readiness longitudinally - pre/post surveys over time.

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d. How do the outcomes selected above align with your organizational goals and community needs?

We are tracking youth and adult mental health as a community. This aligns across organizations of measuring health outcomes.

e. Are there outcomes outside of model requirements that your program plans to measure? *Funder required, etc.*

f. How will you use the data collected for the Outcomes Essential Requirement?

- ☑ Continuous Quality Improvement (CQI) informing direct services to families.
- ☑ CQI informing staffing and/or reflective supervision.
- ☐ General CQI activities within your affiliate.
- ☐ Informative strategic planning and decision-making for the program and/or host agency.
- ☐ Advocacy efforts with funders and/or government officials.
- ☐ Recruitment efforts and efforts to raise community awareness.
- ☑ Sharing data with Advisory Committee, the community and/or other stakeholders.
- ☐ Other *(please specify)*: _____

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Section VIII. Fiscal Assurances

Parents as Teachers

Total annual funding (direct and in-kind) for all PAT affiliate services: $65,000 *(This figure should include staff salaries).*

A - F. Start-Up (one time) costs

	Budget items for implementing the Parents as Teachers model	Estimated costs *Actual costs may vary.*	Resources allocated? Yes, funded directly	Yes, in-kind	No	Please explain any No answers.
A	Parents as Teachers initial training and curriculum costs[1] > *Foundational Curriculum* (one year subscription) > Foundational Training > Model Implementation Training > Foundational 2 (additional)	$1,050 per parent educator and supervisor $600 per parent educator for Foundational 2 access *Please account for travel and lodging expenses.*	☑	☐	☐	
B	> Technology – Cell phone, tablet, and/or computer (one per staff member) > Office furniture > Technology for families	Costs will vary based on the items selected.	☐	☑	☐	
C	> Books > Toys > Non-consumable materials	$300 per parent educator	☐	☑	☐	
D-1	Developmental screening expenses[2]	$295 (ASQ-3 cost) *Additional training costs may apply.*	☑	☐	☐	

[1] Please note that fees are subject to annual increases; the amounts for the costs listed on this worksheet are accurate as of 08/2020.

[2] The specific developmental screenings and family-centered assessment listed in this budget are examples of recommended (not required) tools. Please refer to the Affiliate Implementation Model (AIM) for more information about other recommended tools.

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A - F. Start-Up (one time) costs

Budget items for implementing the Parents as Teachers model		Estimated costs *Actual costs may vary.*	Resources allocated? Yes, funded directly	Yes, in-kind	No	Please explain any No answers.
D-2	Developmental screening expenses – Social/Emotional domain[2]	$295 (ASQ-SE2 cost) *Additional training costs may apply.*	☐	☑	☐	
D-3	Hearing screening expenses *Use of OAE is optional. This line item may not apply for your program.*	$3,600 - $4,200 (OAE cost) *Additional training costs may apply.*	☐	☑	☐	
E	Family-centered assessment[2]	Costs will vary based on the assessment selected.	☑	☐	☐	
F	Outcomes measurement tools *May be determined by funding requirements*	Costs will vary based on the outcome tools selected.	☑	☐	☐	

[1] Please note that fees are subject to annual increases; the amounts for the costs listed on this worksheet are accurate as of 08/2020.

[2] The specific developmental screenings and family-centered assessment listed in this budget are examples of recommended (not required) tools. Please refer to the Affiliate Implementation Model (AIM) for more information about other recommended tools.

G - R. Annual (recurring) costs

Budget items for implementing the Parents as Teachers model		Estimated costs *Actual costs may vary.*	Resources allocated? Yes, funded directly	Yes, in-kind	No	Please explain any No answers.
G	Parent educator salaries	$35,000 year + 30% benefits *National average – may vary*	☐	☑	☐	built into current positions

[1] Please note that fees are subject to annual increases; the amounts for the costs listed on this worksheet are accurate as of 08/2020.

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G - R. Annual (recurring) costs

	Budget items for implementing the Parents as Teachers model	Estimated costs *Actual costs may vary.*	Resources allocated? Yes, funded directly	Yes, in-kind	No	Please explain any No answers.
H	Supervisor salary *Minimum 4 hours weekly per parent educator*	$50,000/year + 30% benefits	☐	☑	☐	
I	Support staff salary *2 hours per parent educator and supervisor recommended*	$28,000/year + 30% benefits	☐	☐	☑	pending TGYS pass through funding
J	Consumables and incentive costs > Books for families > Brochures > Materials for parent-child activities > Etc.	$50 per family per year	☐	☑	☐	
K	Group connections > Materials > Refreshments > Guest speakers > Etc.	$1,200 per year *Minimum 12 meetings per year, budgeted at $100 per meeting*	☑	☐	☐	
L	Media costs > Website domain > Social media advertisements > Etc.	Costs will vary based on program design and agency resources.	☐	☑	☐	

[1] Please note that fees are subject to annual increases; the amounts for the costs listed on this worksheet are accurate as of 08/2020.

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G - R. Annual (recurring) costs

	Budget items for implementing the Parents as Teachers model	Estimated costs *Actual costs may vary.*	Resources allocated? Yes, funded directly	Yes, in-kind	No	Please explain any No answers.
M	Annual professional development costs	$350 per parent educator and supervisor per year	☐	☑	☐	
N	Parents as Teachers Implementation Support Site Visit (Optional)	$2,100 per full day plus travel	☐	☐	☑	
O	> Office supplies > Copier/Printer > Phone > Fax > Internet access > Virtual meeting platform subscription > Mailing/shipping costs for program materials to support virtual service delivery	Costs will vary based on program design and agency resources.	☐	☑	☐	

[1] Please note that fees are subject to annual increases; the amounts for the costs listed on this worksheet are accurate as of 08/2020.

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G - R. Annual (recurring) costs

	Budget items for implementing the Parents as Teachers model	Estimated costs *Actual costs may vary.*	Resources allocated? Yes, funded directly	Yes, in-kind	No	Please explain any No answers.
P	Transportation costs > Parent educators conducting personal visits > Supervisor transportation for observation of staff > Other work-related transportation	See below for help with estimating parent educator mileage for your program. For supervisors, use 50% of parent educator mileage estimate. *Rural communities may need to budget more.*	☐	☑	☐	
Q-1	Affiliation fee[1]	$4,500 Initial fee *Affiliates completing a new or expanded services Affiliate Plan are subject to the $4,500 initial fee.* After the initial fee, the Affiliate fee decreases to $2,000 per year.	☑	☐	☐	

[1] Please note that fees are subject to annual increases; the amounts for the costs listed on this worksheet are accurate as of 08/2020.

Estimating total parent educator mileage

Total parent educator mileage per year = (Average number of visits per month per family) x (total number of families served by program) x (average miles per visit, roundtrip) x 12

For example, if your program visits each family twice a month and has 100 families enrolled with an average of 5 miles roundtrip for each visit, you should budget for a total of 12,000 parent educator miles per year.

(2) x (100) x (5) x 12 = 12,000 parent educator miles per year

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G - R. Annual (recurring) costs

	Budget items for implementing the Parents as Teachers model	Estimated costs *Actual costs may vary.*	Resources allocated? Yes, funded directly	Yes, in-kind	No	Please explain any No answers.
Q-2	Parent educator renewal fees[1]	$200 per parent educator per year – Model Certification (including access to Foundational Currriculum) $55 per parent educator per year – Foundational 2 *Renewal fees do not apply in Year 1 for new affiliates.*	☑	☐	☐	
R	Indirect costs by your organization for: > Human resource expenses > Liability insurance > Overhead: insurance > Office space > Administrative costs > Utilities > Internet access > Cell/office phones > Etc.	Optional: Refer to your organizational policies for guidance.	☐	☑	☐	

[1] Please note that fees are subject to annual increases; the amounts for the costs listed on this worksheet are accurate as of 08/2020.

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Total first year costs

Start up costs (A-F)	12,307
Annual (recurring) costs (G-R)	23,200
Total first year costs (A-R)	35,507

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Section IX.

Parents as Teachers Affiliate Agreement

These terms are signed at the initiation of a Parents as Teachers affiliate. This specific agreement will supersede the generic agreement completed at affiliate renewal time.

This Parents as Teachers Affiliate Agreement (this "Agreement") is a legally binding agreement made by and between Parents As Teachers National Center, Inc. ("PAT") and you, as an affiliate of PAT ("Affiliate", "you" or "your"). This Agreement sets forth your obligations as an Affiliate and governs access by you and your parent educators and supervisors to Nxtbook, and the PAT ebusiness portal (the "Sites") and use by you and your parent educators and supervisors of all curricula and other materials and information provided or otherwise made available via these Sites (the "PAT Materials"), so please read it carefully. The agreement is to take effect at the time of signature, and will remain in effect until both PAT and you agree enter into another agreement that relates to the subject matter of this Agreement.

You, as the Affiliate, agree to comply with all affiliate responsibilities, obligations and commitments set forth in the current version of the PAT Affiliate Plan (located in the Model Implementation workspace), as such plan has been approved by PAT and as it may be further updated or amended by you with the approval of PAT from time to time (the "Affiliate Plan"). In addition, some PAT Materials or other services PAT may make available to you and your parent educators and supervisors from time to time may be subject to additional terms, as set forth herein or as may be presented to when you use or access such PAT Materials or services. If there is a conflict between these terms and the additional terms for particular PAT Materials or services, the additional terms will control for those PAT Materials or services.

PAT acknowledges and agrees that You are a Colorado governmental entity and as such, no provision of this Agreement shall be construed or interpreted as constituting a mandatory charge or requirement against You for any ensuing Fiscal Year or creating a general obligation or other indebtedness of You or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of any constitutional or statutory debt limitation. This Agreement is therefore subject to You making an annual budget appropriation in an amount sufficient to fund this Agreement. If You fail or refuse to make such an appropriation, You may terminate this Agreement pursuant to this Paragraph 5 and such termination shall not be considered a breach of this Agreement.

1. Your Affiliate Obligations. You, as the Affiliate, understand and agree to comply with the following:

a. You will require all of your new parent educators and supervisors to attend the PAT Foundational and Model Implementation trainings and successfully complete all requirements for certification before delivering Parents as Teachers model services or supervising parent educators.

(i) You expressly acknowledge and agree that neither supervisors nor parent educators are allowed to train others in the Parents as Teachers model.

b. You will ensure that all of your parent educators use all PAT Foundational Visit Plans and the PAT Personal Visit Planning Guide, along with resources and parent handouts from the PAT Foundational or Foundational 2 curricula, to design and deliver personal visits to all families receiving model services.

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1. Your Affiliate Obligations. (continued)

c. You will ensure that all certified parent educators follow the elements of the PAT individual Ethical agreement, a copy of which is available in the Model Implementation Workspace, and that they annually review and sign such ethical agreement.

d. To access PAT Materials via the Sites, you must create an account accessible through a username and password. You are solely responsible for keeping your password confidential and for all use of your username and password, including, without limitation, any use by any unauthorized third party. You will maintain a complete and accurate list of your parent educators and supervisors within your company profile in the PAT ebusiness portal and will promptly remove any person from such list if he or she ceases to be a parent educator or supervisor in your affiliate.

e. You will accurately complete and submit the Affiliate Performance Report by the required deadline each year. In the event your Affiliate Performance Report indicates that that you did not comply with the provisions of this Section 1 or, if applicable, your Affiliate Plan, for that year, you must submit a success plan, within **[sixty (60)]** days of PAT's request therefor, that provides for an adequate, reasonable and prompt correction of such non-compliance.

f. You agree that you are responsible for understanding and complying with all laws, rules and regulations applicable to the provision of services by you and your parent educators that use or employ any PAT Materials or methods or techniques described therein and to your collection and use of any data or information in connection therewith, and you expressly agree to comply and to cause your parent educators and supervisors to comply with all such laws, rules and regulations.

2. PAT Proprietary Materials.

a. Subject to the terms and conditions of this Agreement and your continued compliance with your obligations under this Agreement, PAT hereby grants you, during your Subscription Term, the non-exclusive, non-transferrable, terminable right and license to use the PAT Materials solely for purposes of implementing the PAT model, supervising parent educators and providing services to enrolled families via your trained parent educators, in a manner that otherwise complies with this Agreement and your Affiliate Plan, and, with respect to any particular PAT Materials, subject to any instructions or limitations regarding use thereof included with the PAT Materials or otherwise provided to you, via the Sites or otherwise. You may reproduce only those PAT Materials for which print rights are expressly granted via the Sites; you may use any such reproductions only for the purposes set forth above.

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2. PAT Proprietary Materials. (continued)

b. You shall not remove any copyright notices included in any PAT Materials. You shall ensure that no PAT curricula materials, PAT records, PAT resources/tools, or any other PAT Materials accessed via your Affiliate account are provided or otherwise made available to anyone other than your employees, your parent educators and supervisors and the families served by your affiliate.

c. You expressly acknowledge and agree that all PAT Materials are owned by (or licensed to) PAT, are protected by copyright and may not be used, copied or imitated in whole or in part except as expressly provided herein. Except as otherwise expressly provided in this Agreement, all rights in and to the PAT Materials are expressly reserved to PAT. If you or any of your parent educators or supervisors create derivative works of any PAT Materials, you hereby assign and agree to assign, and to cause your parent educators and supervisors to assign, all right, title and interest in and to any such derivative works, and all intellectual property rights therein, to PAT, and expressly agree that your rights to use and access such derivative works shall be solely as set forth in and during your Subscription Term (or until the earlier termination of this Agreement).

d. If you submit ideas or suggestions or anything else about the PAT Materials, the Sites or services provided by PAT (such as ways to improve any of the PAT Materials or the services) to PAT, you agree that PAT can use that feedback for any reason, without payment or other compensation to you. Do not submit any feedback to PAT in which you do not wish to grant such rights.

e. You will notify Parents as Teachers' research department upon the initiation of a local evaluation or research study and the findings must be shared with Parents as Teachers National Center. Use of the PAT model must be acknowledged in any evaluation and research publications, reports, summaries, or presentations that share the impact of Parents as Teachers on parent or child outcomes.

f. You agree that the PAT trademarks and service marks, including the PARENTS AS TEACHERS service mark and the PAT affiliate logo (the "PAT Marks") are valuable and that PAT owns all right, title and interest in and to the PAT Marks, including all goodwill associated therewith, and that any and all goodwill arising out of your use of the PAT Marks inures to the sole benefit of PAT. PAT hereby grants you permission to use the PAT affiliate logo and such other PAT Marks that PAT expressly identifies in writing as available for your use, only in the form and according to any standards or guidelines PAT may provide from time to time, without modification, only during the Subscription Term and any Renewal Term (as such terms are defined below), only on flyers, brochures and forms you develop that comply, and only in a manner that complies, with this Agreement, including your obligations hereunder. You agree to provide copies of all such materials to PAT promptly upon its request. In the event PAT notifies you that any such materials or your use thereof fails to comply with its standards for quality, you shall promptly, as directed by PAT in its discretion, modify such materials to comply with such standards or destroy such materials. Any content authored by PAT that is used in a PAT affiliate flyer, brochure, form or other material must be cited with © [year] Parents as Teachers National Center, Inc. ParentsAsTeachers.org.

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3. PAT Data System.

a. In the event you elect to use the PAT Penelope data base system offered via PAT's vendor, Bonterra/Social Solutions, you must review and complete the relevant Parents as Teachers data sharing documents and otherwise comply with any terms applicable to your use of such system. You acknowledge and agree that Athena Software (and, if applicable, its third party vendors, contractors or services providers) is solely responsible for provision of the Penelope database, including all matters relating to maintenance and the systems Penelope runs on.

b. If you choose to use a different data system, the data system must have a licensing agreement with Parents as Teachers National Center. All of the fields found in the PAT records must be present in the data system.

4. Fees and Payment.

a. New affiliates shall pay to PAT an amount equal to the initial affiliate fee, as set forth on PAT's then-current fee schedule, within 30 days of the PAT Foundational and Model Implementation Training invoice. PAT Affiliate Plan approval by PAT must precede training registration and invoice. Each year thereafter, unless you owe the initial affiliate fee as a result of an expansion, Affiliate shall pay an annual affiliate renewal fee (the **"Renewal Fee"**), in the amount set forth on PAT's then-current fee schedule, on or before the due date therefore, as set forth in PAT's invoices or fee communications to you.

b. You acknowledge and agree that each of your parent educators, or you on behalf of your parent educators, must pay an annual, individual renewal and recertification fee, based on the PAT current fee schedule therefor.

c. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other taxes and duties, and all payments are non-refundable.

5. Term and Termination.

a. You will have the right to continue to use and access the PAT Materials and the Sites and to provide services to enrolled families using the PAT Materials, in each case in accordance with this Agreement, until the expiration of your Subscription Period or Renewal Period (as such terms are defined below) or the earlier termination of this Agreement. Your rights under this Agreement shall commence on the date you first pay the initial affiliate fee and shall end one year thereafter (such period of time, the **"Subscription Period**"). The term of your rights under this Agreement shall automatically renew for successive periods of one (1) year each (each such one year period is a "**Renewal Period"**) upon your timely payment of the Renewal Fee. If you do not timely pay the Renewal Fee, you acknowledge and agree that PAT may immediately terminate your access to the Sites and the PAT Materials, with no further notice to you, unless and until you pay such Renewal Fee.

b. PAT may terminate this Agreement prior to the end of the Subscription Period or a Renewal Period if you are in default of or have otherwise breached your obligations under this Agreement and have not cured such default or breach within thirty (30) days after written notice of such default from PAT.

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5. Term and Termination. (continued)

c. Upon expiration or termination of this Agreement, you shall have no further right to access or use the PAT Materials or the Sites. The provisions of Sections 2, 5(c), 6, 8, 9 and 10 shall survive any expiration or termination of this Agreement.

6. Assignment. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement, and their respective authorized successors and assigns. This Agreement may not be assigned by you without our express written consent.

7. Notice. Any notice, consent, approval or other communication under this Agreement shall be in writing and shall be considered given: (a) upon personal delivery by hand or by facsimile (with confirmation of facsimile receipt by receiver), (b) two (2) business days after being deposited with an "overnight" courier service; or (c) five (5) business days after being mailed by registered or certified first class mail, return receipt requested, in each case addressed to the notified party at its address set forth below

(or at such other address as such party may specify by notice to the other delivered in accordance with this Section): If to PAT: [2228 Ball Drive, St. Louis MO 63146], and if to Affiliate, at the address in your Affiliate Plan, or if you have no Affiliate Plan, at the address PAT has on file for you.

8. General Provisions. This Agreement and the documents referenced herein constitute the entire agreement between the parties with respect to the use of the PAT Materials and supersede all prior and contemporaneous agreements and understandings regarding such subject matter. All definitions set forth herein will be deemed applicable whether the words defined are used herein in the singular or the plural. This Agreement may not be supplemented, modified, amended, released, discharged or waived, in whole or in part, except by an instrument in writing signed by each party's duly authorized representative. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then the invalid or unenforceable portion shall be modified in accordance with the applicable law as nearly as possible to reflect the original intention of the applicable provision, and the remaining sections of this Agreement shall remain in full force and effect. No right or remedy conferred by this Agreement is exclusive of any other right or remedy conferred herein or by law or in equity; rather, all of such rights and remedies are cumulative of every other such right or remedy and may be exercised concurrently or separately from time-to-time. PAT may provide notice to you relating to this Agreement by sending an e-mail to your last known e-mail address, if any, your last known postal address, if any, or posting a notice on the Sites, and any such notice shall be deemed given and received on the earlier of the day it is sent to you or the day it is posted on the Sites. A printed version of this Agreement and of any notices given to you

in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The failure of either party to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. PAT understands and agrees that You relying upon, and have not waived, the

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monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by You of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

☐ **I have read the above and agree to comply with the terms set forth.**

_____ _____

Printed name of person with signature authority in the organization Date

Organization/Affliate Name: _____

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PARENT POSSIBLE TGYS/PAT SITE CONTRACT
GUNNISON COUNTY HEALTH AND HUMAN SERVICES

Parent Possible:	**Grantee:**
Parent Possible 800 Grant Street, Suite 200 Denver, CO 80203	Gunnison County Health & Human Services 220 N Spruce Street Gunnison, CO 81230
Contract Date:	**Contract Expiration Date:**
November 1, 2022	June 30, 2023
Contract Maximum Amount:	**Price Structure:**
$30,000	Cost Reimbursement
Fund Source:	
State General Funds, and/or cash funds	
Purpose:	
Provide the PAT program with families of young children in an effort to prevent child abuse and neglect.	
Parent Possible Representative:	**Grantee Representative:**
Heather Tritten Executive Director 800 Grant Street, Suite 200 Denver, CO 80203	Matthew Birnie County Manager 220 N Spruce Street Gunnison, CO 81230

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THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf.

Grantee:
GUNNISON COUNTY HEALTH AND HUMAN SERVICES

_____
Signature of Authorized Officer

Matthew Birnie
_____
Print Name of Authorized Officer

_____
Print Title of Authorized Officer

_____
Date

HEATHER TRITTEN, EXECUTIVE DIRECTOR

By_____

_____
Date

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1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the "Grantee"), and Parent Possible, acting as the intermediary funding partner for the Tony Grampsas Youth Services grant from the State of Colorado Department of Human Services (the "State"). Grantee and Parent Possible agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Contract Date shown on the Cover Page for this Agreement. The State/Parent Possible shall not be bound by any provision of this Agreement before the Contract Date and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Contract Date or after the Contract Expiration Date.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Contract Date shown on the Cover Page for this Agreement and shall terminate on the Contract Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term at the same rates and under the same terms specified in this Agreement. In order to exercise this option, Parent Possible shall provide written notice to Grantee.

D. Early Termination in the Public Interest

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

i. Method and Content

The State shall notify Parent Possible who will notify Grantee of such termination**.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

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ii. Obligations and Rights

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

iii. Payments

If the State terminates this Agreement in the public interest, Parent Possible shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, less payments previously made.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this agreement, including attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

C. "**Budget**" means the budget for the Work described in Exhibit B.

D. "**Business Day**" means any day other than Saturday, Sunday or a legal holiday as listed in §24-11-101(1), C.R.S.

E. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

F. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.

G. "**Effective Date**" means the contract beginning date, as shown on the Cover page for this Agreement.

H. "**Exhibits**" means the following exhibits attached to this Agreement:

Exhibit A – Statement of Work

Exhibit B - Budget

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I. **"Extension Term"** means the time period defined in §**2.C.**

J. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

K. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 et. seq. C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

L. "**Initial Term**" means the time period defined in **§2.B**.

M. "**Party**" means Parent Possible or Grantee, and "Parties" means both Parent Possible and Grantee.

N. "**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.

O. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual‘s identity, such as name, social security number, date and place of birth, mother‘s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501, C.R.S.

P. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

Q. "**Services**" means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

R. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information

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or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

S. "**State Fiscal Rules**" means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

T. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

U. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

V. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work.

W. "**Tax Information**" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

X. "**Work**" means the Goods delivered and Services performed pursuant to this Agreement.

Y. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in the Statement of Work. Parent Possible shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

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5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. Parent Possible shall not pay Grantee any amount under this Agreement that exceeds the Grant Maximum Amount shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

a. Parent Possible shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in the Statement of Work.

b. Grantee shall initiate payment requests by invoice to Parent Possible, in a form and manner approved by Parent Possible.

c. Parent Possible shall pay each invoice within 45 days following receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by Parent Possible during the term that the invoice covers. If Parent Possible determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify Parent Possible 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 Parent Possible. Parent Possible 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 Parent Possible'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 Parent Possible has concluded its review, and Parent Possible shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iii. Available Funds-Contingency-Termination

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/Parent Possible'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/Parent Possible's liability for such payments

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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/Parent Possible may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State/Parent Possible shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.D**.

6. REPORTING - NOTIFICATION

A. Litigation 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 Parent Possible of such action and deliver copies of such pleading or document to Parent Possible's Executive Director.

B. Performance and Final Status

Grantee shall submit all financial, performance and other reports as defined in the Statement of Work (Exhibit A)

7. GRANTEE RECORDS

A. Maintenance

Grantee shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Grantee Records"). Grantee Records shall include all records, documents, communications, notes and other materials maintained by Grantee that relate to any Work performed by Subcontractors and Grantee shall maintain all records related to the Work performed to ensure proper performance of that Work. Grantee shall maintain such records until the last to occur of: **(i)** the date 3 years after the date this Agreement expires or is terminated, **(ii)** final payment under this Agreement is made, **(iii)** the resolution of any pending Agreement matters, or **(iv)** if an audit is occurring, or Grantee has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Grantee shall permit Parent Possible/the State 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 Parent Possible/the State, unless Parent

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Possible/the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

Parent Possible/the State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by Parent Possible/the State. Parent Possible/the State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to Parent Possible a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. 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. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Agreement as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Agreement, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative

B. 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

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Subcontractor 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.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. 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.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify Parent Possible immediately and cooperate with Parent Possible/the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by Parent Possible/the State.

E. 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, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to Parent Possible/the State

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

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

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

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

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one fire.

C. Automobile Liability

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

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights

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through improper use or disclosure of protected information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

iii. Notwithstanding sections D(i) and (ii), if Grantee has State Confidential Information for 10 or fewer individuals or revenues of $250,000 or less, Grantee shall maintain limits of not less than $50,000.

iv. Notwithstanding sections D(i) and (ii), if Grantee has State Confidential Information for 25 or fewer individuals or revenues of $500,000 or less, Grantee shall maintain limits of not less than $100,000.

E. Professional Liability Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Additional Insured

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

H. Primacy of Coverage

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

I. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to Parent Possible within seven days of Grantee's receipt of such notice.

J. Subrogation Waiver

All insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or Parent Possible/the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

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K. Public Entities

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

L. Certificates

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

11. BREACH OF AGREEMENT

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

12. REMEDIES

A. Parent Possible/State's Remedies

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

i. Termination for Breach

In the event of Grantee's uncured breach, Parent Possible/the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

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

b. Payments

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

c. Damages and Withholding

Notwithstanding any other remedial action by Parent Possible/the State and to the extent permitted by law, Grantee shall remain liable to Parent Possible/the State for any damages sustained by Parent Possible/the State in connection with any breach by Grantee, and Parent Possible/the State may withhold payment to Grantee for the purpose of mitigating Parent Possible/the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. Parent Possible/the State may withhold any amount that may be due Grantee as deemed

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necessary to protect Parent Possible/the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

Parent Possible, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by Parent Possible/the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with Parent Possible/the State's directive, and Parent Possible/the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

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

d. Intellectual Property

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

B. Grantee's Remedies

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

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to Parent Possible's Executive Director.

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B. Resolution of Controversies

If the initial resolution described in §13.A**13.A** fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by Parent Possible to the Board Chair of Parent Possible.

14. NOTICES AND REPRESENTATIVES

Each individual identified on the Cover and Signature Page for this Agreement shall be the principal representative of the designating Party. Either Party may change its principal representative or principal representative contact information by notice without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

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

ii. Patents

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

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs,

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negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

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 and/or video, and third-party materials, delivered by Grantee under this 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 this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of Parent Possible. Grantee shall submit to Parent Possible a copy of each such subgrant or subcontract upon request by the State. All subgrants and 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. If the entity with whom Grantee enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall also contain provisions permitting both Grantee and Parent Possible/the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in **§16.A**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

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D. Authority

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

E. 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.

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

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

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

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, Parent Possible/the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-

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through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. 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 under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

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

N. Taxes

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

O. Third Party Beneficiaries

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 this Agreement, and do not create any rights for such third parties.

P. 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.

Q. CORA Disclosure

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

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations.

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

T. Training

Grantee shall participate in all Parent Possible mandated trainings through the term of this Agreement.

U. Serve Colorado Policies and Procedures

Grantee must adhere to the AmeriCorps State and National Grants Terms and Conditions.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

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

This Agreement shall not be valid until it has been signed by both Parties.

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

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

C. **GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the Grantee the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this 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.

D. **INDEPENDENT CONTRACTOR**

Grantee shall perform its duties hereunder as an independent contractor 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**

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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 (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. **COMPLIANCE WITH LAW.**

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.

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

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this 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.

G. **PROHIBITED TERMS.**

Any term included in this Agreement that requires Parent Possible/the State to indemnify or hold Grantee harmless; requires Parent Possible/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 this provision in any way shall be void ab initio pursuant to C.R.S. § 24-106-109. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Agreement that limits Grantee's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Agreement, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Agreement. Grantee relies on, and has not waived, the rights, immunities, and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq*.

H. **SOFTWARE PIRACY PROHIBITION.**

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.

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

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The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this 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.

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18. ADDITIONAL PROVISIONS

A. Good Faith Negotiation

The Grantee shall negotiate in good faith with Parent Possible for any additional activities that may be required beyond the existing Statement of Work (SOW) activities in this Contract which may become necessary in the event of changes in TGYS funding or legislative initiatives that are implemented over the course of this Contract.

B. Quality Control

The Grantee shall ensure all deliverables, documents, and calculations are complete, accurate, and easy to understand.

C. Confidentiality

The Grantee shall protect the confidentiality of all client or participant records and other materials that are maintained in accordance with this Contract. Except for purposes directly connected with the administration of this Contract , no information about or obtained from any client or participant shall be disclosed in a form identifiable with the client or participant without the prior written consent of the client or participant, or the parent or legal guardian of a minor client or participant, with the exception of information protected by Colorado statute as it applies to confidentiality for adolescent services, in which case the adolescent minor, and not the parent or legal guardian, must provide consent or as otherwise properly ordered by a court of competent jurisdiction. The Grantee shall have written policies governing access, duplication, and dissemination of all such information. The Grantee shall advise its employees, agents, and any sub-grantees or subcontractors they are subject to these confidentiality requirements.

D. Nondiscrimination

In alignment with Colorado Department of Human Services' (CDHS) mission, "Together, we empower Coloradans to thrive," it is necessary to ensure the equal opportunity, civil rights, and safety of clients served through the Office of Children Youth and Families (OCYF) and that those that receive our funds support all of our clients.

Definitions:

Gender identity: An individual's innate sense of the individual's own gender, which may or may not correspond with the individual's sex assigned at birth.

Gender expression: An individual's way of reflecting and expressing the individual's gender to the outside world, typically demonstrated through appearance, dress, and behavior.

Familial status: Status that includes children under the age of 18 in the household.

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Marital status (or civil status): Distinct options that describe a person's relationship with a significant other. A person's state of being single, married, separated, divorced, or widowed. A person's specified civil status might also be married if they are in a civil union or common-law marriage. The civil status of a person who is legally separated is married.

Sexual orientation: An inherent or immutable enduring emotional, romantic or sexual attraction to other people.

Grantee agrees to act in a manner consistent with State of Colorado Purchase Order Terms and Conditions Section 28 (see https://osc.colorado.gov/spco/ccu/purchase-order-terms-conditions), all applicable nondiscrimination laws, as well as the State of Colorado Department of Human Services ("CDHS") Office of Children, Youth, and Families ("OCYF") nondiscrimination terms set forth herein.

Grantee agrees that in its performance of this agreement it shall not discriminate based on race, color, ethnic group, national origin, age, religion, mental or physical disability, sex, sexual orientation, gender identity and expression, marital status, familial status, pregnancy, veteran status, or HIV status ("protected characteristics").

E. **Program and Fiscal Monitoring Requirements**

All recipients of a TGYS sub-grant from Parent Possible will be required to have at least one staff member attend a TGYS Grantee Orientation webinar and must submit in a timely manner the following: monthly invoices, evaluation data, and any requested data for mid-year reports and end-year reports documenting the status of their Statement of Work (SOW). Additionally, all TGYS sub-grantees may receive a site visit from Parent Possible staff (in person or virtual) to review contract compliance, budgets/fiscal compliance, and SOW progress. A fiscal review request can be made for any month of the contract period. Grantees shall maintain any supporting documentation which may be used to substantiate invoices, since any invoice month may be subject to this review upon Parent Possible request. Supporting documentation must be kept for a period of three years following the termination of the Contract. If a compliance issue is discovered, the Grantee and Parent Possible shall collaborate to determine the action necessary to rectify the compliance issue and determine when the action(s) must be completed. The action and timeline for completion shall be documented in writing.

F. Evaluation Requirements

The Grantee shall comply with requirements of the Parent Possible Statewide Evaluation plan as well as with TGYS evaluation requirements including an annual implementation and outcomes survey.

G. Communication

The Grantee shall respond to all voicemails and emails from Parent Possible in a timely manner (See annual Memorandum of Agreement with Parent Possible for further details):

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H. Travel Reimbursement

This contract is funded in whole or in part by State funds. Mileage will be reimbursed in accordance with the State of Colorado Mileage Reimbursement Rate per CRS 24-9-104 found here: https://www.colorado.gov/pacific/osc/mileage-reimbursement-rate. Invoices shall state the number of miles travelled and provide any additional information necessary to verify the mileage was calculated pursuant to this policy.

I. Invoicing and Payment Procedures

To receive compensation under this contract, the Grantee shall submit a monthly cost reimbursement statement. Using the format issued by Parent Possible, cost reimbursement statements must be submitted by the 10th of the month following the month when the expenses accrued. Expenditures shall be in accordance with the Statement of Work and Budget attached hereto. Cost reimbursement statements must be accompanied by detailed cost transaction ledgers and other necessary back up documentation to reflect all expenses incurred against this grant.

Email the authorized statements with the necessary back up documentation to Jessica Ehinger, Finance Director at finance@parentpossible.org

State funds can NOT be used to satisfy federal cost sharing and matching requirements unless approved in writing by the Department. Grantee must work with Parent Possible for approval.

J. Grantee Requests for Changes to Budget or SOW

The Grantee shall submit all budget and SOW modification requests to Parent Possible for approval.

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STATEMENT OF WORK – EXHIBIT A

PAT is an early childhood parent education and family support program serving families throughout pregnancy until their child completes kindergarten. The program provides personal visits during which PAT certified parent educators share age-appropriate child development information with parents and engage the family in activities that provide meaningful parent/child interaction. The program utilizes an evidence-based curriculum. In addition to personal visits which are held at least monthly with each family, the program also provides monthly group meetings designed to relay information about child development and offer parents opportunities to interact and support one another. PAT programs also offer health, hearing, vision, and developmental screening to provide families with regular information about their child's health and developmental progress and to increase parents' understanding of their child's development, identify strengths, abilities, and areas of concern, and to refer families as may be appropriate. PAT program sites are also significant partners in their communities, working in collaboration with other early childhood and family services programs to ensure that families have the resources they need to be their child's best first teacher. A general TGYS Work Plan is included on the following pages.

The Grantee, in accordance with the terms and conditions of this contract, shall perform and complete, in a timely and satisfactory manner, all activities described in the approved Scope of Work, which includes compliance with TGYS requirements, fidelity to the PAT program model (as outlined in the previous paragraph and the attached work plan), and conformity to all applicable standards for stewardship of public monies. Specifically:

1. The Grantee shall adhere to the 21 Essential Requirements indicated by the PAT National Center to achieve and sustain model fidelity.

2. The Grantee will be expected to participate in the Quality Endorsement & Improvement Process when selected by PAT National Center.

3. The Grantee will be expected to attend required Parent Possible trainings, webinars, and meetings throughout the program year.

4. The Grantee shall maintain their Affiliate status as a Parents as Teachers program in good standing, completing all necessary requirements for supervisor and parent educator training and certification/re-certification, as outlined by the Parents as Teachers National Center and Parent Possible.

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5. The Grantee shall fully comply with the programmatic standards and requirements of the Parents as Teachers program model. (Virtual visits must be done in compliance with Parents as Teachers National Center guidance)

6. The Grantee shall track all required programmatic and fiscal information and meet deadlines for submitting reports to Parent Possible as requested. Reporting expectations include monthly reimbursement requests, regular and ongoing data entry into Visit Tracker or Parent Possible/PAT approved software, submission of regular program data reports, participation in the Colorado PAT TGYS evaluation plan (including implementation and outcomes survey), and submission of the National PAT Annual Program Report and Recertification. The Grantee shall provide data to Parent Possible as requested to support the obligation to provide comprehensive statewide PAT reports to TGYS.

7. The Grantee shall commit to all activities in the Parent Possible PAT Memorandum of Agreement.

8. The Grantee shall meet and maintain projected caseload and shall reach the target population to include at least the following:

Counties: **Gunnison, Hinsdale**

Numbers Served: **15 families**

All Parent Educators and Supervisors must be certified in Foundational and Model Implementation and receive reflective supervision as outlined in the PAT Essential Requirements. All Parent Educators must be certified in Foundational 2 prior to serving children 3 through Kindergarten.

Objective	Activity by Quarter	Expected Outputs & Outcomes (Deliverables)	Measurement
By June 30, 2023, 100% of parents enrolled in the PAT program will have increased knowledge of child development and parenting	Q1, Q2, Q3, Q4: home visits (in person or virtual): Q4: retrospective surveys	90% of eligible parents will complete a parent survey: At least 90% of surveyed parents will report PAT increased their knowledge about positive parenting practices: At least 90% of surveyed parents will report PAT increased their knowledge about child development	PAT parent surveys (retrospective)

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By June 30, 2023, 94% of families enrolled in the PAT program will be referred to additional resources if needed to meet family needs and increase parental resilience	Q1, Q2, Q3, Q4: resource and referral during home visits	94% of families served will be connected with resources in the community if needed	Visit Tracker referral reports
By June 30, 2023, PAT Grantee site will provide monthly group connection meetings (in person or virtual) for parents to learn about other local resources, to discuss and share individual and common concerns, and reduce social isolation	Q1, Q2, Q3, Q4: group connections: Q4: retrospectiv e surveys	PAT Grantee site will offer at least monthly meetings (in person or virtual): Parent surveys will show PAT families have strong social support (individuals they can go to for parenting advice, support and help)	Group connection participant sign-in sheets: PAT parent surveys (retrospective)
By June 30, 2023, 90% of parents completing the PAT assessments will experience improved relationships with their child	Q1, Q2, Q3, Q4: home visits: Q1: assessments : Q4: retrospectiv e surveys	90% of eligible parent-child dyads will complete a parent-child observation assessment: Assessment results will show a statistically significant decrease in the percentage of parents demonstrating below	PAT parent surveys (retrospective): PICCOLO assessment
By June 30, 2023, 100% of children enrolled in the PAT program will be screened for developmental, hearing, vision, and/or health delays and referrals will be made for follow-up assessment if necessary	Q1, Q2, Q3, Q4: screenings	Children will be screened according to PAT fidelity: 100% of children needing further assessment will be referred to a specialist for follow-up	Visit Tracker reports of ASQ, hearing, vision and health screenings
By June 30, 2023, PAT Grantee site will conduct monthly staff meetings, reflective supervision, ongoing professional	Q1, Q2, Q3, Q4: monthly PAT staff meetings and individual	90% of PAT Parent Educators will attend each monthly staff meeting (in person or virtual): PAT Parent Educators will receive monthly reflective	Staff meeting sign-in sheets: Visit Tracker reflective supervision reports: Visit Tracker professional development and

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development, and recertification with Parent Educators	reflective supervision meetings: professional development: annual recertification	supervision (in person or virtual): PAT Parent Educators will obtain competency-based professional development and training and renew certification with PATN annually: Parent Educators are prepared to instruct parents each month in the PAT evidence-based curriculum in a manner that effectively supports the parent	certification reports: Visit Tracker delivery of weekly curriculum reports
By June 30, 2023, agreed upon caseload of families/ children will be recruited to participate in the PAT program	Q1, Q2, Q3 Q4: recruitment	PAT Grantee site will have a written recruitment and enrollment strategy in place to ensure the maximum of eligible families are served	Visit Tracker reports: Documentation of recruitment strategies
By June 30, 2023, agreed upon caseload of families/ children will receive monthly or bi-monthly individualized (in person or virtual) PAT home visits (each lasting approximately 1 hour)	Q1, Q2, Q3, Q4: home visits	90% of families will complete monthly PAT visits (or bimonthly depending on needs of the family) in person or virtual including individualized support in their role as primary educators of their children	Visit Tracker reports: PMR report
PAT Grantee site will participate in TGYS orientation and training	Q1: orientation and training	At least one individual from PAT Grantee site will receive a mandatory comprehensive orientation via webinar at the start of the funding cycle to ensure program is implemented with fidelity and data collection/ financial reporting systems are in place	Attendance sheet from training
PAT Grantee site will submit monthly reimbursement requests to Parent Possible	Q1, Q2, Q3, Q4: fiscal reviews	PAT Grantee site will submit monthly reimbursement requests that are accurate and complete	Grantee monthly invoices and supporting documentation

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The Grantee has selected: _____ as the primary PAT Program Supervisor. The PAT Program Supervisor reports to: _____.

Both the PAT Program Supervisor and his/her supervisor have read and understand the duties outlined in this Contract.

_____

Signature of PAT Program Supervisor

_____

Signature of Supervisor of the PAT Program Supervisor

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Colorado Parents as Teachers Program Site - Exhibit B
TGYS Funding Budget 2022-2023

Agency Name	Gunnison County Health & Human Services/Juvenile Services	Budget Period	10/1/2022-6/30/2023

Expenditure Categories

PERSONNEL SERVICES

Position Title / Employee Name	Description of Work For hourly employees, please include the hourly rate and number of hours in your description. Include number of months budgeted.	Gross Salary	Fringe	Total TGYS Request	Total Program Budget
Ashely Akerlund	training hours for implementation I and II = 70 hours and 5 hours a month	$65,000.00	$18,000.00	$5,865.00	$15,000.00
Laurae Pearson	training hours for Implementation I = 35 hours and 10 hours a month	$23,920.00	$4,500.00	$3,375.00	$8,000.00
Total Personal Services		**$88,920.00**	**$22,500.00**	**$9,240.00**	**$23,000.00**

SUPPLIES & OPERATING

Item	Description of Item Operating Expenses can include Facilities & Admin costs as line items if not requesting IDC	Total TGYS Request	Total Program Budget
training and professional development	PAT training and professional development	$14,250.00	$15,250.00
parenting/family materials	matierals and operating costs for families - teaching supplies and incentives	$910.00	$910.00
Total Supplies & Operating Expenses		**$15,160.00**	**$16,160.00**

TRAVEL

Item	Description of Item For mileage, include rate and estimated number of miles (must be 90% of current IRS rate or lower)	Total TGYS Request	Total Program Budget
Total Travel		**$0.00**	**$0.00**

CONTRACTUAL (payments to third parties or entities)

Item	Subcontractor / Entity Name	Total TGYS Request	Total Program Budget
GVH training	contribution for Gunnison Valley Hospital for partnership and hours on training. 2 employees @$40pp x 35 hours each. Lacatation Specialist will supervise GVH OB Social Worker Intern.	$5,600.00	$10,000.00
Total Contractual		**$5,600.00**	**$10,000.00**

INDIRECT

Item	Description of Rate / Item	Total TGYS Request	Total Program Budget
Negotiated Indirect cost rate (Federal) - attach NICRA notice			XXXXXXXXXXXXXX
Indirect rate of 10% if you do not have a Negotiated Indirect cost			XXXXXXXXXXXXXX
Total Indirect		**$0.00**	XXXXXXXXXXXXXX

TOTAL TGYS REQUEST	**$30,000.00**
Total Program Budget	**$49,160.00**
TGYS Request as a % of Program Budget, if Awarded	**61.03%**

Maximum total budget	**$30,000.00**
Remaining budget dollars (should equal zero before submission)	**$0.00**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment No. One (1) to Contract Dated September

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Jviation, A Woolpert Company

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

Summary:

First amendment to the 5 year engineering contract with Jviation to rehabilitate the general aviation apron. Scope of work, engineering fees, and list of services are included in amendment.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/12/2022

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

Comments:

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/16/2022 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/16/2022

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

Agenda Date: 12/20/2022

Revised April 2015

AMENDMENT NO. ONE (1) TO CONTRACT
DATED SEPTEMBER 29, 2022
BETWEEN
JVIATION, A WOOLPERT COMPANY
AND
GUNNISON COUNTY
GUNNISON, COLORADO

The Sponsor and Jviation agree to amend their contract for improvements to the Gunnison Crested Butte Regional Airport, Gunnison, Colorado to include fees for engineering services. The improvement item is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

- Rehabilitate General Aviation Apron

The Sponsor agrees to pay Jviation for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the development schedule.

PART A - BASIC SERVICES

DESIGN

Preliminary Design ..... Lump sum of $76,840.00
Design ..... Lump sum of $322,770.00

TOTAL BASIC SERVICES ..... Lump sum of $399,610.00

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

SUBCONSULTANTS

Geotechnical Investigations ..... Lump sum of $54,000.00
Cultural Resource Survey ..... Lump sum of $3,000.00

TOTAL SUBCONSULTANT SERVICES ..... Lump sum of $57,000.00

DESIGN SURVEY

Design Survey ..... Lump sum of $23,050.50

TOTAL CONSTRUCTION ADMINISTRATION ..... Lump sum of $23,050.50

TOTAL SPECIAL SERVICES $80,050.50

TOTAL $479,660.50

Method of payment shall be as follows:

For the purposes of estimating the amount of expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____ 2022.

SPONSOR:
Gunnison County

ATTEST:

By: _____

_____

Name: _____

Title: _____

JVIATION, A WOOLPERT COMPANY:

By: _____

Name: Jason Virzi, PE

Title: Vice President

SCOPE OF WORK
FOR
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
Gunnison, Colorado
CDAG Project No. 23-GUC-01
General Aviation Ramp Rehabilitation
with Apron Expansion Preliminary Planning

This is an Appendix attached to, made a part of and incorporated by reference with the Consulting Contract dated November 2, 2022 between Gunnison County and Jviation, a Woolpert Company for providing professional services. For the remainder of this scope the Gunnison-Crested Butte Regional Airport is indicated as "Sponsor" and Jviation, a Woolpert Company is indicated as "Engineer." The estimated construction costs for the apron rehabilitation is $9,600,000 and the budget for this phase of the project is approximately $4,500,000. This construction budget does not include administrative, legal, or professional fees.

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications, and Engineer's Design Report, along with Design Survey and Geotechnical Investigation for the General Aviation Ramp Rehabilitation with General Aviation Ramp Expansion Preliminary Planning Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

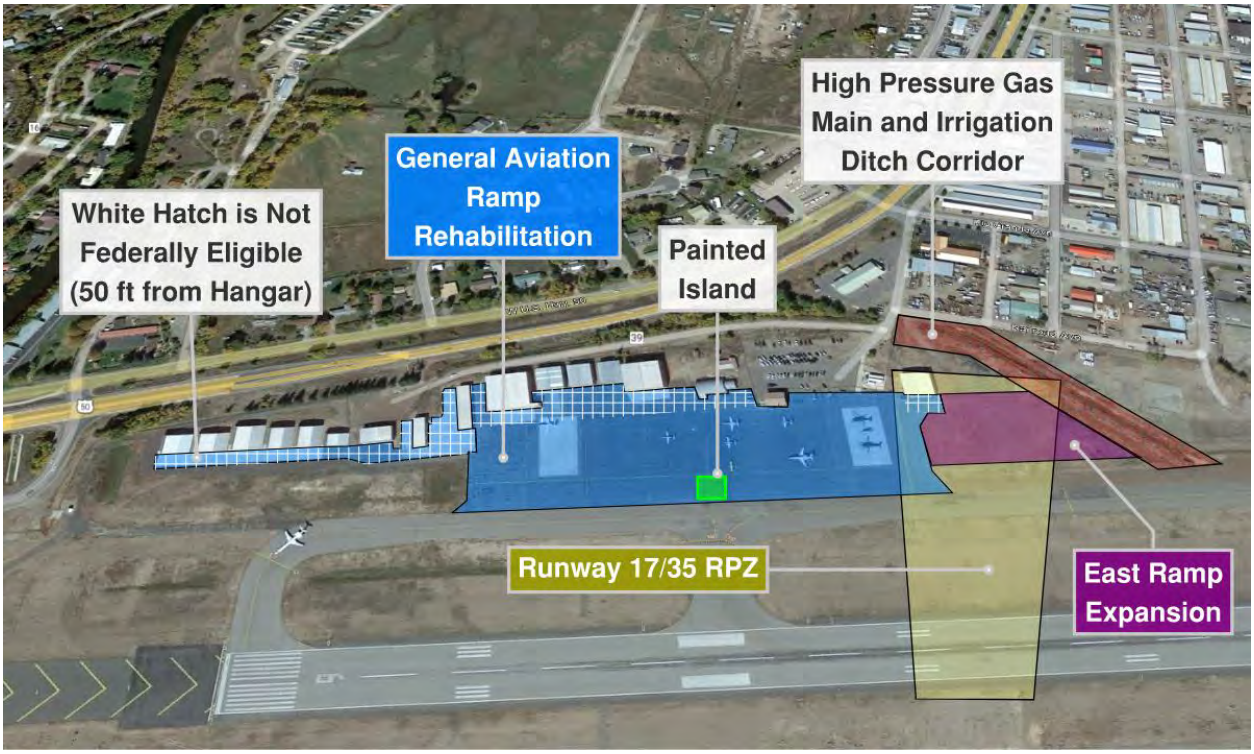

EXHIBIT NO. 1 – General Aviation Ramp Improvements

DESCRIPTION

The project scope of work will include two main components: rehabilitate the General Aviation Ramp pavement and preliminary planning for the expansion of the General Aviation Ramp to the east. All work elements will include a field investigation and design analysis. The project will be phased to minimize impacts to existing operations and to accommodate the anticipated funding schedule.

The existing General Aviation (GA) Ramp is comprised of approximately 500,000 square feet of asphalt and numerous, small concrete pads. Based on historical records the ramp has been built out in 6 major portions between 1948 and 1985. The pavement section includes 2" to 6" of asphalt over 10" of base material on native subgrade. The condition of the asphalt on the GA Ramp is poor and includes significant cracking. While a vast majority of the cracks are sealed, the number and size of the cracks indicates that the structure of the asphalt may need to be replaced. Based on CDOT Aeronautics Pavement Evaluation & Management Program, in 2022 the western ¾ of the asphalt ramp has a PCI value of 40. The eastern ¼ of the asphalt ramp has a PCI value of 31.

The rehabilitation methodology will be determined with the support of a pavement and soils evaluation by a Geotechnical Engineer. Pavement structure and subsurface soil parameters will be analyzed along with the GA Ramp's fleet mix to develop alternatives for rehabilitating the asphalt pavement. Alternatives include surface asphalt replacement (mill and fill), full depth asphalt replacement, full depth asphalt replacement and base reclamation (with FAA approval), or full depth pavement section replacement. Considering the deteriorated state of the existing asphalt pavement, it is unlikely that a surface asphalt replacement will be sufficient to rehabilitate the GA Ramp.

The concrete hard stands in the GA Ramp are in better shape. The Western concrete hard stand has a 2022 PCI value of 90. The Eastern concrete hard stand has a 2022 PCI value of 78. These can be repaired and have life remaining. Crack repair, joint sealing, and spall repair will be considered as rehabilitation methods.

The existing GA Ramp has one area that allows direct access from the ramp to the runway. This has been identified as requiring correction during the rehabilitation project. The current Airport Layout Plan (ALP) depicts a painted island to be located between the GA Ramp and Taxiway A2. Options for marking the area will be evaluated, considering visibility and snow removal operations.

There are portions of the GA Ramp that are not eligible for federal funding. These areas are identified in the AIP Handbook as being located within 50' of a private hangar. The program funding will identify the repairs required in these areas so that budget allowances can be set.

Depending on the rehabilitation method that is selected during the preliminary design phase, the impact to the existing GA Ramp area could be significant. In order to properly design the current rehabilitation construction, preliminary planning for future improvements will be considered. The GA Ramp Expansion is depicted to the east of the existing GA Ramp on the current ALP (approx. 100,000 square feet). The existing GA Ramp experiences high volumes of traffic, typically around the holidays. During these periods the capacity of the ramp is exceeded, requiring use of the Commercial Ramp and Taxiway A to park overflow aircraft. Expansion of the ramp will allow additional space for the overflow traffic. By providing preliminary layouts, pavement sections, and grading, the current design efforts can be developed in a way that compliments future design phases.

The expansion to the east is limited by a high-pressure gas main and an irrigation ditch. The size and connections to the ramp and taxiway system will be determined during the General Aviation Ramp Expansion Preliminary Planning task. A full depth pavement section will be developed to FAA standards to accommodate the airfield's GA fleet mix. The expansion area is located under the RPZ for Runway 17/35. The evaluation of the expansion will include recommendations for shortening the dirt Runway 17/35 to remove the GA Ramp Expansion from the RPZ.

The design of the project will be funded by a grant from the CDOT Aeronautics Division. The scope of work will include preliminary and final design. The construction of the project will be funded by the AIP Program and may need to be divided into work schedules to meet available funds.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes**;** 1) Preliminary Design Phase, 2) Design Phase, and Reimbursable Costs During Design and **Part B-Special Services,** which includes**;** 4) Design Survey Phase, and Reimbursable Costs During Survey. Additional services that will be completed by subconsultants to the Engineer, including the proposed geotechnical investigation and cultural survey will also be included under **Part B-Special Services.** Parts A and B and the three phases are described in more detail below.

PART A - BASIC SERVICES consists of the Preliminary Design Phase, and Design Phase, all invoiced on a lump sum basis.

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to determine critical project dates, establish the proposed design schedule and AIP development schedule, review environmental component(s), determine the feasibility of the proposed project and to establish the need for topographical surveying, pavement investigation and/or geotechnical testing. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction and identify any special requirements for the project. It is anticipated that there will be up to five meetings with the Sponsor and/or the FAA throughout the course of the design.

1.02 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.03 Prepare Preliminary Cost Estimating. This task includes creating a preliminary construction rough order of magnitude (ROM) cost estimate, a preliminary working days estimate, a preliminary overall project schedule, and a preliminary overall project budget. The preliminary construction ROM cost estimate will be based upon the most current information available at the time of preparation. Work to refine these estimates is included under Task 2.13.

1.04 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of the design. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Submit for acceptance and maintain, a design schedule detailing the scheduled performance of the work.
- Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

1.05 Review Existing Documents. The Engineer will gather and review existing available documentation that may be relevant to the project, including, but not limited to, record drawings (as-builts), design reports, final reports, utility reports/maps and previous surveys. The Engineer may use relevant information from this review to coordinate the design and topographical survey for the project

1.06 Coordinate Topographical Surveys. This task includes preparing the requirements, establishing the limits of the survey area and scheduling time for the survey to be completed. Survey will be performed in-house under Task 4.1. The Project Manager is expected to visit the project site to coordinate the survey activities with the Sponsor and the survey team.

1.07 Coordinate Geotechnical Investigation. This task includes preparing the requirements for soils testing, establishing the limits of work, and scheduling a time for testing to be completed. The requirements of the geotechnical investigation shall be established in accordance with FAA AC 150/5320-6 (current edition), *Airport Pavement Design and Evaluation.* Negotiating with the geotechnical engineering firm for a cost to perform the work and providing an on-site representative of the Engineer during the geotechnical investigation is also included in this task.

1.08 Coordinate with Local Utility Companies. This task includes meeting and coordinating with local utility agencies who are anticipated to be affected by the project. The Engineer will furnish plans to the agencies at the 60% and 100% review stages of the design, or as requested, to enable the agencies to coordinate efforts for the installation or relocation of any utilities, as necessary.

1.09 Prepare State Grant Application. This task consists of preparing the state grant application for the design effort. Preparation of the application includes the following:

- Prepare state grant application on the CDOT Aeronautics website.
- Prepare Project Financial Information.
- Prepare Project Sketch (11" x 17").

The completed grant application will be saved on the CDOT Aeronautics website for the Sponsor to review. Once the Sponsor approves the grant application, the Sponsor will submit the grant application on the CDOT Aeronautics website.

1.10 Prepare Environmental Documentation. The FAA has determined that a Categorical Exclusion (CATEX) applies to the project according to FAA orders 1050.1F and 5050.4B. The Engineer shall complete a documented CATEX following current FAA guidance and address potential environmental effects resulting from the proposed project. An overall environmental exhibit will be created as part of this scope of work, approved by the FAA, and referenced throughout the project.

1.11 Prepare Disadvantaged Business Enterprise (DBE) Program and Goal. The Sponsor has an established Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The current DBE program has not been updated since 2019. In order to be in compliance with 49 CFR Part 26, the program will be amended. The Engineer shall assist the Sponsor with this task. The Engineer will research the current state highway certified DBE listings and local area contractors to determine the availability of potential DBE contractors. The Engineer will prepare preliminary construction cost estimates and establish potential DBE work tasks. The Engineer will finalize the DBE goal work sheets for the Sponsor for submittal to the FAA Civil Rights Office for approval. Preparation of the amended DBE program will include the following tasks:

- Prepare preliminary program with Sponsor specific information.
- Compile additional information from Sponsor to finalize program.
- Revise program after Sponsor review.
- Submit program to FAA/Civil Rights Office (CRO); revise per CRO review.
- Resubmit Program to CRO for final approval.
- Calculate base figure for DBE goal.
- Adjust base figure for DBE goal.
- Calculate Race Neutral and Race Conscious DBE goals.
- Consultation and Publication for DBE goals.
- Submit DBE goal to CRO.
- Revise DBE goals after Sponsor and FAA review.

TASK 1 DELIVERABLES	TO FAA/STATE	TO SPONSOR
1.01 Meeting Agendas, AIP Development Schedule and Meeting Minutes from Pre-Design Meeting	✓	✓
1.02 Scope of Work and Draft Contract for the Sponsor	✓	✓
1.03 Preliminary Cost Estimate	✓	✓
1.04 Design Schedule, PSR, and Monthly Invoicing		✓
1.09 State Grant Application	✓	✓
1.10 Environmental Documentation	✓	✓
1.11 DBE Program/Goal	✓	✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Pre-Design and FAA Coordination Meetings.	• Gunnison, CO One (1) Engineer and one (1) Project Manager Assume One (1) hour via teleconference (5 meetings)
1.06 Coordinate Topographical Surveys.	• Gunnison, CO One (1) Project Manager • Assume Twelve (12) hour trip to Gunnison
1.07 Coordinate Geotechnical Investigation.	• Gunnison, CO One (1) Engineer • Assume Five (5) days for a twelve (12) hour per day in Gunnison
1.08 Utility Coordination with Local Utility Companies	• Gunnison, CO One (1) Engineer and one (1) Project Manager Assume One (1) hour via teleconference (3 meetings)

2.0 Design Phase

2.01 Analyze Topographic Survey Data. This task includes analyzing the topographical surveying data and preparing the data for use with computer modeling. This will include the following tasks:

- ✈ Generate three-dimensional contour model from TIN - surface model.
- ✈ Prepare and process data for spot elevations, grading and/or paving cross sections.

2.02 Analyze Geotechnical Investigation Data. This task includes analyzing the geotechnical investigation. This will include the following tasks:

- ✈ Review Geotechnical Engineer recommendations.
- ✈ Determine appropriate data for the pavement design form(s).
- ✈ Provide recommendations for rehabilitation methodology.
- ✈ Input data for computer modeling with topographical survey data.
- ✈ Prepare soil information for incorporation on the construction plans.

2.03 Prepare Pavement Design. After receiving the geotechnical investigation data, the Engineer will analyze the data and prepare a proposed pavement section using current FAA design software (FAARFIELD). Different alternatives will be reviewed including a surface rehabilitation, a full depth pavement rehabilitation, or a full depth replacement. In addition to determining the proposed pavement section for the current and anticipated traffic, a pavement classification rating (PCR) analysis will be performed to determine the runway PCR classification based on the expected fleet mix. The Engineer will submit the FAARFIELD computer printouts with a narrative to the FAA. The following tasks will be completed:

- ✈ Determine appropriate data for pavement design.
- ✈ Input data for computer modeling with topographical survey data.
- ✈ Prepare an exhibit showing the existing pavement and base course thickness.
- ✈ Determine areas of existing pavement to be removed and replaced.
- ✈ Prepare pavement and soils information for incorporation on the construction drawings.
- ✈ Verify elevation of water table.
- ✈ Compile the current airport fleet mix.
- ✈ Input data into FAARFIELD.

- Run pavement design scenarios.
- Analyze output from FAARFIELD.
- Select preferred pavement section.
- Compare pavement section to FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation.*
- Verify frost design method.
- Verify overexcavation requirements (if needed).
- Verify optimum moisture content for subgrade preparation.

2.04 Prepare Preliminary Contract Documents. This task includes preparing the Preliminary Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Certification Statement Regarding Undocumented Individuals, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction,* and Wage Rates. The wage rates will be updated at the time of advertisement to reflect the most current wage rates available. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Construction Safety and Phasing Plan, Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

2.05 Prepare Construction Safety and Phasing Plan (CSPP). This task includes meeting with the Sponsor to discuss the current operations of the airport to assist in determining how the proposed construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. The CSPP will be developed in accordance with the requirements of FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction.* A construction phasing plan that meets the requirements of the AC and operational needs of the airport will be developed and included in the Contract Documents. This plan will also identify any nighttime work, continuous working times, or other unusual conditions that could affect the Contractor's normal progress on the project. The draft CSPP will be submitted at 30% complete and at 95% complete for ADO review. Upon preliminary approval from the ADO, the CSPP will be submitted to FAA for OE/AAA coordination.

2.06 Prepare Preliminary Construction Plans. This task includes preparing the following list of construction plans for the project. Additional plans may be added during the design phase as needed:

Plan Name/Description	Number of Sheets
Cover Sheet	1
Index of Drawings, Summary of Approximate Quantities and General Notes	1
Survey Control Plan	1
Geotechnical Investigation Plan	2
Safety Plan	1
Construction Layout Plan	1
Construction Phasing Plan	4
Environmental Requirements and Details	1
Demolition Plan	5
Geometric Layout Plan	5
Overall Grading and Drainage Plan	1
Grading and Drainage Plan	5
Typical Sections	5
Pavement Marking Plan	3
Pavement Marking Details	4
Drainage Plan and Profile	2
Drainage Details	2
Seeding and Erosion Control Plan	1
Seeding and Erosion Control Details	2
Electrical Demolition Plan	2
Electrical Layout Plan	2
Electrical Details	2
Total Sheet Count	**53**

2.07 Prepare Preliminary Technical Specifications. This task includes assembling the technical specifications necessary for the project. Standard FAA specifications will be utilized where possible, with the guidance from FAA AC 150/5370-10 (Current Edition)*, Standard Specifications for Construction of Airports*. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized shall include, but are not limited to, the following:

- Item C-100 Contractor Quality Control Program (CQCP)
- Item C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- Item C-105 Mobilization
- Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)
- Item P-101 Preparation/Removal of Existing Pavements
- Item P-151 Clearing and Grubbing
- Item P-152 Excavation, Subgrade and Embankment
- Item P-154 Subbase Course
- Item P-207 In-Place Full Depth Reclamation (FDR) Recycled Asphalt Aggregate Base Course
- Item P-208 Aggregate Base Course
- Item P-209 Crushed Aggregate Base Course
- Item P-217 Aggregate-Turf Runway/Taxiway
- Item P-401 Asphalt Mix Pavement
- Item P-403 Plant Mix Asphalt Pavements (Colorado Modified)
- Item P-604 Compression Joint Seals for Concrete Pavements
- Item P-605 Joint Sealants for Pavements

- Item P-610 Concrete for Miscellaneous Structures
- Item P-620 Runway and Taxiway Marking
- Item D-701 Pipe for Storm Drains and Culverts
- Item D-705 Pipe Underdrains for Airports
- Item D-751 Manholes, Catch Basins, Inlets and Inspection Holes
- Item T-901 Seeding
- Item T-908 Mulching
- Item L-108 Underground Power Cable for Airports
- Item L-110 Airport Underground Electrical Duct Banks and Conduits
- Item L-115 Electrical Manholes and Junction Structures
- Item L-125 Installation of Airport Lighting Systems

Additional Non-FAA specifications will include, but are not limited to, the following items:

- Item P-159 Watering
- Item P-601 Crack Repair with Major Crack Repair
- Item P-640 Aircraft Tiedown Anchors
- Item D-710 Rock Riprap
- Item D-750 Trench Drains (Cast in Place)
- Item D-750 Trench Drains (Modular)

2.08 Prepare Preliminary Special Provisions. This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to: Haul Roads, Airport Security, Radio Communications, Work Schedule, Contractor's Quality Control Program, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Underground Cables/Utilities, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, Qualification of Disadvantaged Business Enterprises, Liquidated Damages, Acceptance Testing, Grade Control and Surface Tolerance, Construction Management Plan, and Instruction Manuals.

2.09 Prepare Drainage Analysis and Storm Drainage Design. This task includes verifying the existing storm drainage and/or subsurface drainage systems. Surface drainage will be evaluated and designed to ensure accordance with standard engineering practices, local requirements and FAA AC 150/5320-5 (Current Edition)*, Airport Drainage Design.*

2.10 Compile/Submit Permits. This task includes identifying potential federal, state and local permits needed for the project. Permits are anticipated to be required for, but are not limited to, demolition activities, air quality, grading, hauling, batch plants, construction dewatering, permanent dewatering, and stormwater management construction plans and associated permits (SWMP). When applicable, the Engineer will assist the Sponsor to compile information and submit permits that are required to be obtained by the Sponsor.

2.11 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460 on the Sponsor's behalf. The anticipated use of equipment during construction requires an FAA Form 7460 to be sent to the FAA a minimum of 45 days prior to the start of construction for approval. The Engineer will prepare exhibits to illustrate the project limits and temporary construction equipment height.

2.12 Calculate Estimated Quantities. This task includes calculating all necessary quantities for the various work items. Quantities must be consistent with the specifications and acceptable quantity calculation practices.

2.13 Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the construction plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other available databases.

2.14 Prepare Engineer's Design Report and Modification of Standards. This task includes preparation of the Engineer's Design Report in accordance with current FAA Northwest Mountain Region Engineer's Design Report guidelines. The Engineer's Design Report will include a detailed summary of the project, photographs and descriptions of existing site conditions, pavement life cycle cost analysis, recycling and material availability analysis, estimate of project costs, and a schedule for the completion of the design, bidding, and construction. Modifications of the FAA standards, as necessary, for the project will be prepared for preliminary review. The approved Modifications of Standards (MOS) will be included in the Engineer's Design Report and submitted on the MOS website (See Task 2.15 below) to the FAA and Sponsor. The Engineer's Design Report will also contain any alternative design concepts that were investigated and evaluated.

2.15 Prepare and Submit Modification of Standards on MOS Website. This task includes Modifications of Standards (MOS) website access coordination with the Sponsor and FAA. Modifications of the FAA standards, as necessary, for the project must be compiled and submitted to the MOS website for approval. Revisions will be completed as needed.

2.16 Review Plans at 30%, 60%, and 90% Complete. During various stages of completion of the design, the Engineer will submit a set of Construction Plans, Specifications, and Contract Documents to the Sponsor for their review. Meetings will be scheduled for periodic reviews, including a 90% plans-in-hand review. The project will be reviewed with the FAA to obtain their concurrence with the design.

2.17 Provide In-House Quality Control. The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced, senior-level Professional Engineer.

Prior to each review set of Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted to the Sponsor and FAA, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted by a licensed Professional Engineer other than the Engineer who performed the design of the project. Comments will be offered by the Engineer that performed the review, and revisions to the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report will be made accordingly.

In addition to the 30%, 60%, and 90% reviews, the Engineer's in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.

At the 90% design review, the independent review will re-evaluate the CATEX boundary.

2.18 Prepare and Submit Construction Plans, Specifications, Contract Documents, and Engineer's Design Report. A final set of Construction Plans (11" x 17"), Specifications, Contract Documents, and the Engineer's Design Report will be prepared and submitted to the Sponsor, CDOT Aeronautics, and the FAA. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided.

2.19 Prepare Airfield Signing and Marking Plan. This task includes providing or updating the overall airfield signing and marking plan.

2.20 Prepare Requests for Reimbursement. This task includes preparing the a form for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation for reimbursement. It is estimated there will be three RFRs for expenses incurred during the design and bidding phase of this project.

TASK 2 DELIVERABLES	TO FAA/STATE	TO SPONSOR
2.03 Proposed Pavement Design	✓	✓
2.04 Preliminary Contract Documents for Sponsor's Review	✓	✓
2.05 CSPP at 30% and 95% Complete	✓	✓
2.11 FAA Form 7460	✓	✓
2.16 30%, 60%, and 90 % Construction Plans, Specifications, Contract Documents, and Engineer's Design Report	✓	✓
2.18 Final Construction Plans, Specifications and Contract Documents, and Engineer's Design Report	✓	✓
2.19 Airfield Signing and Marking Plan	✓	✓
2.20 Requests for Reimbursement	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.16 Plan Review at 30% Complete. Plan Review at 60% Complete. Plan Review at 90% Complete.	• Gunnison, CO One (1) Engineer and one (1) Project Manager Assume Two (2) hours via teleconference (3 meetings)

EX Reimbursable Costs During Design and Bidding. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, and other miscellaneous expenses incurred in order to complete **Part A – Basic Services**.

PART B - SPECIAL SERVICES consists of the Design Survey Phase (invoiced on a lump sum basis). Also included are direct subcontract costs for the proposed geotechnical investigation and cultural resource survey.

3.0 Design Survey Phase

3.01 Perform Topographical Survey. This task includes providing design survey services within the topographic survey limits shown in Exhibit No. 1 to support the design team for this project. Work items associated with this task include the following:

- Topographical survey of approximately 15 acres.
- It is assumed that the Primary Airport Control Station (PACS) and Secondary Airport Control Stations (SACS) located on the airport are in good condition and can be verified; however, if it is found that the PACS and SACS are compromised, establishment of temporary airport control must be completed and tied to the national spatial reference system via static GPS observations. Following airport control verification/establishment, temporary project control, based upon the airport control PACS and SACS or temporary airport control, will be placed near the project area at intervals not to exceed 500 feet to control the project.
- One permanent benchmark shall be placed for each four acres and description and elevation to the nearest 0.01 foot. A minimum of three (3) benchmarks shall be established for the project, regardless of size.
- Ground topography of non-pavement areas will be surveyed at 50-foot stations with associated cross sections having no greater than 25-foot spacing and will include additional shots as necessary to accurately depict breaklines. These ground topography areas will be surveyed with vertical accuracies not to exceed +/- 0.10 feet.
- Hard surface pavements for the runway and connector taxiways will be surveyed at 25-foot stations as well as all vertical and horizontal points of tangent/curve with associated cross sections having no greater than 25-foot spacing. All hard surface pavement will be surveyed with vertical accuracies not to exceed +/- 0.02 feet. Concrete joints will also be surveyed if applicable.
- Coordination with design staff to determine pavement tie-in locations. These locations will be surveyed with vertical accuracies of at least +/- 0.02 feet.
- Location of structures, paving, and above ground improvements including building footprint, finished floor elevations at the openings plus five feet interior of the opening and concrete aprons associated with door openings will be surveyed at intervals of no greater than 25 feet.
- Additional airfield elements that will be located and surveyed include aircraft tie-downs, guidance signs, airfield runway, taxiway, and/or apron lighting and paint markings, NAVAIDS within the project area (if any), fuel farm, fences, gates and other airport features within the project area.
- Coordinate location and field marking of all existing utilities in the project limits with one-call services, airport operations staff, and/or private utility locators as necessary. Review of existing as-built and other construction records as necessary. All utility locates will be surveyed as marked by utility locators in the field. Points of utilities to be surveyed include, but are not limited to, all paint marks, hydrants, valves, hand holes, manholes, inlets, cleanouts, culverts, pipes, pedestals, meters, transformers, utility poles and other reasonably visible existing utility infrastructure components.
- During design, there may be the need to verify existing survey information or extend the limits of the existing survey.
- Reduce all field notes and pictures into a topographic survey report to be used by the Engineer.

- ✈ Create an AutoCAD drawing using the surveyed data that will include symbols, linework, breaklines, notes, details, and a surface model.

The Topographical Survey shall be completed by, or under the direct supervision of, a state-licensed Professional Land Surveyor.

TASK 3 DELIVERABLES	TO FAA/STATE	TO SPONSOR
3.01 Topographical Survey	✓	✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.01 Coordinate and Perform Topographical Survey	• Gunnison, CO One (1) Survey Manager Assume full day site visit (1 site visits) Assume travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for Project Manager for each site visit

EX Reimbursable Costs During Survey. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Section 3 Reimbursables are invoiced on a lump sum basis.

Special Considerations

The following special considerations are required for this project but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Geotechnical Investigation. Soil samples for analysis must be taken for both the project site and all potential on-site borrow sources. Investigation and testing will also be performed to facilitate the pavement design per FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation*. As mentioned under the project description, the geotechnical investigation will be performed in two phases and will include the following:

- ✈ Perform a geologic reconnaissance of the project site
- ✈ Soil boring and laboratory testing at approximately 20 project locations and at five potential on-site borrow sources
- ✈ Installation of temporary piezometers at select boring locations
- ✈ Visual inspection and documentation of each soil boring
- ✈ Soil Classification/Atterberg Limits, Liquid Limit (LL), Plastic Limit (PL), Plasticity Index (PI)
- ✈ Hydrometer and Water-Soluble Sulfates/Corrosivity
- ✈ Moisture/Density Relations
- ✈ Swell/Consolidation Potential
- ✈ California Bearing Ratio
- ✈ Moisture content, density of undisturbed fine-grained samples

Environmental Survey and Reports. A Cultural Resource survey and analysis will be completed to identify existing resources and satisfy City, State and Federal regulations. Field visits may be performed under the direct supervision of the Engineer. Final reports will be completed for each resource to be assessed in the Environmental Documentation.

Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. Reimbursable expenses are based on the following rates:

   - ✈ Per diem for lodging and meals & incidentals is based on the US General Services Administration's (GSA) current rates for the project location. Local taxes and fees have been calculated and included in addition to the GSA lodging rate.
   - ✈ Vehicle mileage reimbursement is based on the GSA Privately Owned Vehicle Mileage Reimbursement Rates, currently $0.585/mile.
   - ✈ Rental car/vehicle use rate of $85.00/day.

2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.

3. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.

4. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.

5. The Engineer will provide additional base mapping of existing topography, planimetric features and underground utilities needed in the design phase of the project.

6. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.

7. While the project has both eligible and ineligible work, this scope and fee assumes that the project will be designed as one bid package with separate federal and non-federal bid schedules. Splitting the project into two bid packages will result in additional costs.

8. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design,* and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition)*, Standard Specifications for Construction of Airports,* and the Northwest Mountain Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.

9. The Engineer will utilize the following plan standards for the project:

- ✈ Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
- ✈ Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
- ✈ Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
- ✈ All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
- ✈ Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans as the Engineer.
- ✈ The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.

10. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:

    - ✈ The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
    - ✈ The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
    - ✈ FAA General Provisions and required contract language will be used.

11. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.

12. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- ✈ Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- ✈ Submittals or deliverables in addition to those listed herein.
- ✈ If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- ✈ Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- ✈ Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- ✈ Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

AIRPORT: Gunnison-Crested Butte Regional Airport
CDAG PROJECT NUMBER: 23-GUC-01
PROJECT NAME: General Aviation Ramp Rehabilitation with Apron Expansion Preliminary Planning
DATE: November 18, 2022

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FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate		Total Cost
1.0 Preliminary Design Phase (Lump Sum)					
Principal	8	hrs. x	$ 295.00 /hr	= $	2,360.00
Quality Control Manager	10	hrs. x	$ 255.00 /hr	= $	2,550.00
Senior Consultant III	8	hrs. x	$ 285.00 /hr	= $	2,280.00
Project Manager III	144	hrs. x	$ 230.00 /hr	= $	33,120.00
Construction Manager IV		hrs. x	$ 220.00 /hr	= $	-
Engineer Phase Manager IV	8	hrs. x	$ 210.00 /hr	= $	1,680.00
Electrical Phase Manager IV	4	hrs. x	$ 260.00 /hr	= $	1,040.00
Engineer I	96	hrs. x	$ 140.00 /hr	= $	13,440.00
CADD Tech III	12	hrs. x	$ 140.00 /hr	= $	1,680.00
Project Coordinator II	72	hrs. x	$ 135.00 /hr	= $	9,720.00
Support III	24	hrs. x	$ 120.00 /hr	= $	2,880.00
Planner III	20	hrs. x	$ 180.00 /hr	= $	3,600.00
SUBTOTAL	**406**	hrs.	**SUBTOTAL**	**$**	**74,350.00**
Reimbursables					
Auto Rental	6	Day x	$ 85.00 /Day=	$	510.00
Mileage	1000	Mi x	$ 0.585 /Mi=	$	585.00
Lodging + Tax & Fees	5	Day x	$ 205.00 /Day=	$	1,025.00
Per Diem	5	Day x	$ 74.00 /Day=	$	370.00
Travel & Airline Costs		Trip x	$ 500.00 /Trip=	$	-
			SUBTOTAL	**$**	**2,490.00**
		PHASE SUBTOTAL		**$**	**76,840.00**

LABOR HOUR BREAKDOWN

TASK		LABOR CATEGORY												
		Principal	Quality Control Manager	Senior Consultant III	Project Manager III	Construction Manager IV	Engineer Phase Manager IV	Electrical Phase Manager IV	Engineer I	CADD Tech III	Project Coordinator II	Support III	Planner III	Phase Item Costs
1.0	**Preliminary Design Phase (Lump Sum)**													
1.01	Coordinate and Attend Meetings with the Sponsor and FAA	2	8	8	16				8					$ 9,710.00
1.02	Prepare Project Scope of Work and Contract	2			24						4			$ 6,650.00
1.03	Prepare Preliminary Cost Estimating		2		4				8	4				$ 3,110.00
1.04	Provide Project Coordination	4			60						24	24		$ 21,100.00
1.05	Review Existing Documents						8	4	8					$ 3,840.00
1.06	Coordinate Topographical Survey				16				4	4				$ 4,800.00
1.07	Coordinate Geotechnical Investigation				4				60	4				$ 9,880.00
1.08	Coordinate with Local Utility Companies				4									$ 920.00
1.09	Prepare State Grant Application				4						4			$ 1,460.00
1.10	Prepare Environmental Documentation				4				8				20	$ 5,640.00
1.11	Prepare Disadvantaged Business Enterprise (DBE) Program and Goal				8						40			$ 7,240.00
	TOTALS	**8**	**10**	**8**	**144**		**8**	**4**	**96**	**12**	**72**	**24**	**20**	$ 74,350.00

Labor Category	Total Hours		Billing Rate		Total Cost
2.0 Design Phase (Lump Sum)					
Principal		hrs. x	$ 295.00 /hr	= $	-
Quality Control Manager	44	hrs. x	$ 255.00 /hr	= $	11,220.00
Senior Consultant III	8	hrs. x	$ 285.00 /hr	= $	2,280.00
Project Manager III	301	hrs. x	$ 230.00 /hr	= $	69,230.00
Construction Manager IV	56	hrs. x	$ 220.00 /hr	= $	12,320.00
Engineer Phase Manager IV	308	hrs. x	$ 210.00 /hr	= $	64,680.00
Electrical Phase Manager IV	64	hrs. x	$ 260.00 /hr	= $	16,640.00
Engineer I	605	hrs. x	$ 140.00 /hr	= $	84,700.00
CADD Tech III	388	hrs. x	$ 140.00 /hr	= $	54,320.00
Project Coordinator II	52	hrs. x	$ 135.00 /hr	= $	7,020.00
Support III		hrs. x	$ 120.00 /hr	= $	-
Planner III	2	hrs. x	$ 180.00 /hr	= $	360.00
SUBTOTAL	**1828**	hrs.	**SUBTOTAL**	**$**	**322,770.00**
Reimbursables					
Auto Rental		Day x	$ 85.00 /Day=	$	-
Mileage		Mi x	$ 0.585 /Mi=	$	-
Lodging + Tax & Fees		Day x	$ 205.00 /Day=	$	-
Per Diem		Day x	$ 74.00 /Day=	$	-
Travel & Airline Costs		Trip x	$ 500.00 /Trip=	$	-
			SUBTOTAL	**$**	**-**
		PHASE SUBTOTAL		**$**	**322,770.00**

TASK		LABOR CATEGORY												
		Principal	Quality Control Manager	Senior Consultant III	Project Manager III	Construction Manager IV	Engineer Phase Manager IV	Electrical Phase Manager IV	Engineer I	CADD Tech III	Project Coordinator II	Support III	Planner III	Phase Item Costs
2.0	**Design Phase (Lump Sum)**													
2.01	Analyze Topographical Survey Data				8		40			32				$ 14,720.00
2.02	Analyze Geotechnical Investigation Data		2		8	8	8		4					$ 6,350.00
2.03	Prepare Pavement Design		2		16	4			32					$ 9,550.00
2.04	Prepare Preliminary Contract Documents				8				60		8			$ 11,320.00
2.05	Prepare Construction Safety and Phasing Plan (CSPP)				24	8			40					$ 12,880.00
2.06	Prepare Preliminary Construction Plans													
	Cover Sheet				1				1	4				$ 930.00
	Index of Drawings/Summary of Approximate Quantities & General Notes				4		8			12				$ 4,280.00
	Survey Control Plan				1		4			8				$ 2,190.00
	Geotechnical Investigation Plan				1					12				$ 1,910.00
	Safety Plan				2					8				$ 1,580.00
	Construction Layout Plan				2	4				8				$ 2,460.00
	Construction Phasing Plan				8				16	32				$ 8,560.00
	Environmental Requirements and Details				1					8			2	$ 1,710.00
	Demolition Plan				4		16		8	24				$ 8,760.00
	Geometric Layout Plan				4		16		8	24				$ 8,760.00
	Overall/Grading and Drainage Plan				2		16			8				$ 4,940.00
	Grading and Drainage Plan				8		32			24				$ 11,920.00
	Typical Sections				4		24		8	16				$ 9,320.00
	Pavement Marking Plan/Details				2		8		8	16				$ 5,500.00
	Drainage Plan and Profile/Details				4		16		8	24				$ 8,760.00
	Seeding and Erosion Control Plan/Details				1		8			8				$ 3,030.00
	Electrical Demolition Plan/Layout Plan/Details				2			56		16				$ 17,260.00
2.07	Prepare Preliminary Technical Specifications				24	24			96					$ 24,240.00
2.08	Prepare Preliminary Special Provisions				8				16					$ 4,080.00
2.09	Prepare Drainage Analysis and Storm Drainage Design				16				40	8				$ 10,400.00
2.10	Compile/Submit Permits				1				16					$ 2,470.00
2.11	Compile/Submit FAA Form 7460				4					16	8			$ 4,240.00
2.12	Calculate Estimated Quantities				8		24		16	16				$ 11,360.00
2.13	Prepare Estimate of Probable Construction Cost				8		24		24					$ 10,240.00
2.14	Prepare Engineer's Design Report and Modification of Standards				32				120		8			$ 25,240.00
2.15	Prepare and Submit Modification of Standards on MOS Website				16				24		8			$ 8,120.00
2.16	Review Plans at 30%, 60%, and 90% Complete				24	8	24	8	24	24				$ 21,120.00
2.17	Provide In-House Quality Control		40	8										$ 12,480.00
2.18	Prepare and Submit Const. Plans, Specs., Cont. Docs., and Design Report				32		40		32	32	8			$ 25,800.00
2.19	Prepare Airfield Signing and Marking Plan				1				4	8				$ 1,910.00
2.20	Prepare Requests for Reimbursement				12						12			$ 4,380.00
	TOTALS		**44**	**8**	**301**	**56**	**308**	**64**	**605**	**388**	**52**		**2**	$ 322,770.00

Labor Category	Total Hours		Billing Rate		Total Cost
3.0 Design Survey Phase (Lump Sum)					
Survey Manager	4 hrs.	x	$ 235.00 /hr	= $	940.00
Survey 2-Man Crew	52 hrs.	x	$ 205.00 /hr	= $	10,660.00
Survey Technician	52 hrs.	x	$ 125.00 /hr	= $	6,500.00
SUBTOTAL	**108** hrs.		**SUBTOTAL**	**$**	**18,100.00**
Reimbursables					
Mileage	500 Mi	x	$ 0.585 /Mi=	$	292.50
Lodging + Tax & Fees	12 Day	x	$ 205.00 /Day=	$	2,460.00
Per Diem	12 Day	x	$ 74.00 /Day=	$	888.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=	$	-
Survey Supplies & Equip.	1 Each	x	$ 800.00 /Trip=	$	800.00
Survey Field Vehicle	6 Day	x	$ 85.00 /Day=	$	510.00
			SUBTOTAL	**$**	**4,950.50**
			PHASE SUBTOTAL	**$**	**23,050.50**

TASK		LABOR CATEGORY											
		Survey Manager	Survey 2-Man Crew	Survey Technician									Phase Item Costs
3.0	**Design Survey Phase (Lump Sum)**												
3.01	Perform Topographical Survey	4	52	52									$ 18,100.00
	TOTALS	**4**	**52**	**52**									$ 18,100.00

	Phase Fee	Reimbursable Costs	Total Cost
PART A - BASIC SERVICES (LUMP SUM)			
1.0 Preliminary Design Phase (Lump Sum)	$ 74,350.00	$ 2,490.00	$ 76,840.00
2.0 Design Phase (Lump Sum)	$ 322,770.00	$ -	$ 322,770.00
SUBTOTAL	$ 397,120.00	$ 2,490.00	$ 399,610.00
PART B - SPECIAL SERVICES (LUMP SUM)			
3.0 Design Survey Phase (Lump Sum)	$ 18,100.00	$ 4,950.50	$ 23,050.50
SUBTOTAL	$ 18,100.00	$ 4,950.50	$ 23,050.50
SUBCONSULTANT 1 Geotechnical Investigation (Lump Sum)			
		SUBTOTAL	$ 54,000.00
SUBCONSULTANT 2 Cultural Resource Survey (Lump Sum)			
		SUBTOTAL	$ 3,000.00
TOTAL			**$ 479,660.50**

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from *12/16/2022* to *1/31/2023*

Board of County Commissioners

1. **BOCC Regular Meeting**
   December 20, 2022, All Day @ BOCC Boardroom

2. **BOCC Work Session (CANCELED)**
   December 27, 2022, All Day @ BOCC Boardroom

3. **BOCC Regular Meeting**
   January 10, 2023, All Day @ BOCC Boardroom

4. **BOCC Work Session**
   January 17, 2023, All Day @ BOCC Boardroom

5. **BOCC Regular Meeting**
   January 24, 2023, All Day @ BOCC Boardroom

6. **BOCC Work Session**
   January 31, 2023, All Day @ BOCC Boardroom

Gunnison County Organization

1. **Holiday - Business Day Before Christmas & Christmas Day (observed) - Offices Closed**
   December 23, 2022 - December 26, 2022

2. **Holiday - New Year's Day (observed) - Offices Closed**
   January 2, 2023, All Day

3. **Holiday - Martin Luther King, Jr.'s Birthday - Offices Closed**
   January 16, 2023, All Day

4. **Open House; Gunnison-Crested Butte Regional Airport**
   January 20, 2023, 4:00 PM - 6:00 PM

   The public is invited to celebrate the completion of the Airport Renovation Project! Light refreshments will be served.

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   December 20, 2022, All Day @ BOCC Board Room

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution Amending the Gunnison County Budget for

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC and Citizens

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

Summary:

2022 Budget Amendment for all funds except LMD and Housing

Fiscal Impact: Budget Amendment

Submitted by: Perry W. Solheim **Submitter's Email Address:** psolheim@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 12/16/2022

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/16/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/16/2022

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 12/20/2022

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 2022-__

A RESOLUTION AMENDING THE GUNNISON COUNTY BUDGET FOR FISCAL YEAR 2022 AND AMENDING THE APPROPRIATION RESOLUTION.

WHEREAS, at the time of the adoption of the budget for Gunnison County for fiscal year 2022 certain revenues were unassured and certain expenditures were not anticipated; and

WHEREAS, revenues can now be identified for such expenditures;

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

1. General Fund. The revenues are increased in the amount of $714,953 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of $761,572 as detailed by account number on Appendix A attached.
2. Human Services Fund. The revenues are increased in the amount of $212,086 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of $195,580 as detailed by account number on Appendix A attached
3. Public Health Fund. The revenues are increased in the amount of $591,960 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of $565,603 as detailed by account number on Appendix A attached.
4. Airport Operations Fund. The revenues are increased in the amount of $12,612,926 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of $13,958,214 as detailed by account number on Appendix A attached.
5. Water Fund. The expenditures are increased in the amount of $2,150 as detailed by account number on Appendix A attached.
6. RTA Fund. The revenues are increased in the amount of $3,129,000 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of $4,486,902 as detailed by account number on Appendix A attached.

The above sums of money, or as much thereof as may be authorized by law and as may be deemed necessary to defray the expenses and liabilities of the County, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation resolutions - Resolution Nos. 2021-38 and 2021-39 respectively - for Gunnison County for the fiscal year beginning January 1, 2022 and ending December 31, 2022; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 20th day of December 2022.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Vice-Chairperson

_____
Elizabeth Smith, Commissioner

Attest:

_____
Deputy County Clerk

APPENDIX A

ORG	OBJECT	PROJECT	COMMENT	DEBIT	CREDIT	TOTAL	FUND
01158000	44232	G2010	ADD BJA GRANT TO BUDGET		$ 122,294.00		01
01806000	44249		VETERENS BUDGET INCREASE		24,580.00		01
01120000	44260	G3700	ADD JBBS GRANT TO BUDGET		77,462.00		01
01550000	44260	G3650	ADD CCR&R GRANT TO BUDGET		5,587.00		01
01550000	44260	G3660	ADD FCCH GRANT TO BUDGET		6,555.00		01
01550000	44260	G7107	INCREASE E & E BUDGET		19,877.00		01
01120000	44260	G3700	INCREASE JBBS GRANT		30,290.00		01
01550000	44260	G3670	ADD LCO GRANT TO BUDGET		16,564.00		01
01550000	44260	G3710	INCREASE BUDGET		12,400.00		01
01705000	44261	G3730	ADD EIAF A00206 TO BUDGET		3,400.00		01
01560000	44262	G7110	INCREASE FP TITLE X BUDGET		38,348.00		01
01550000	44262	G7100	INCREASE BUDGET		10,235.00		01
01108000	44263	G3810	ADD BODY CAMERA GRANT		16,571.00		01
01123000	44263	G3820	ADD GRANT TO BUDGET		36,000.00		01
01152000	44282	G7600	ADD YOUTH WELLNESS		10,000.00		01
01338000	44289	G7400	BUDGET AMENDMENTS		3,000.00		01
01152000	44290	G7600	ADD YOUTH WELLNESS		5,000.00		01
01550000	44290	G5080	ADD A & W GRANT TO BUDGET		25,000.00		01
01152000	44291	G7600	ADD YOUTH WELLNESS		10,800.00		01
01550000	44291	G5080	ADD A & W GRANT TO BUDGET		4,000.00		01
01550000	44497	G7108	ADD BALANCE FROM 21 TO 22 BUD		22,235.00		01
01122020	44497	G7380	ADD PRIVATE GRANTS TO BUDGET		16,775.00		01
01122020	44497	G7380	INCREASE PRIVATE GRANTS BUDGET		10,000.00		01
01806000	44497		VETERENS BUDGET INCREASE		10,000.00		01
01158000	44497	G7700	ADD PAT GRANT TO BUDGET		17,000.00		01
01550000	44497	G7109	ADD CIRCLE GRANT TO BUDGET		64,962.00		01
01550000	55112	G7108	ADD BALANCE FROM 21 TO 22 BUD		2,295.00		01
01122020	55112	G7380	INCREASE PRIVATE GRANTS BUDGET		2,377.00		01
01550000	55112	G7107	INCREASE E & E BUDGET		4,946.00		01
01560000	55112	G7110	INCREASE FP TITLE X BUDGET		23,842.00		01
01550000	55112	G7100	INCREASE BUDGET		18,290.00		01
01122020	55210	G7380	INCREASE PRIVATE GRANTS BUDGET		186.00		01
01550000	55210	G7107	INCREASE E & E BUDGET		239.00		01
01550000	55220	G7107	INCREASE E & E BUDGET		8.00		01
01122020	55230	G7380	INCREASE PRIVATE GRANTS BUDGET		127.00		01
01550000	55230	G7107	INCREASE E & E BUDGET		125.00		01
01122020	55240	G7380	INCREASE PRIVATE GRANTS BUDGET		4.00		01
01550000	55240	G7107	INCREASE E & E BUDGET		5.00		01
01122020	55250	G7380	INCREASE PRIVATE GRANTS BUDGET		10.00		01
01550000	55250	G7107	INCREASE E & E BUDGET		19.00		01
01560000	55250	G7110	INCREASE FP TITLE X BUDGET		34.00		01
01122020	55260	G7380	INCREASE PRIVATE GRANTS BUDGET		3.00		01
01550000	55260	G7107	INCREASE E & E BUDGET		8.00		01
01806000	56110		VETERENS BUDGET INCREASE		270.00		01
01550000	56110	G7107	INCREASE E & E BUDGET		99.00		01
01120000	56120	G3700	INCREASE JBBS GRANT		4,500.00		01
01806000	56170		VETERENS BUDGET INCREASE		20.00		01
01400000	56170		CSU-EXT BUDGET AMENDMENT		400.00		01
01300000	56180		CSU-EXT BUDGET AMENDMENT		400.00		01
01400000	56180		CSU-EXT BUDGET AMENDMENT		2,000.00		01
01300000	56610		CSU-EXT BUDGET AMENDMENT		200.00		01
01560000	56651	G7110	INCREASE FP TITLE X BUDGET		10,000.00		01
01560000	56652	G7110	INCREASE FP TITLE X BUDGET		2,300.00		01
01806000	57020		VETERENS BUDGET INCREASE		290.00		01
01300000	57311		CSU-EXT BUDGET AMENDMENT		800.00		01
01400000	57311		CSU-EXT BUDGET AMENDMENT		700.00		01
01550000	57311	G7100	INCREASE BUDGET		510.00		01
01400000	57313		CSU-EXT BUDGET AMENDMENT		200.00		01
01300000	57328		CSU-EXT BUDGET AMENDMENT		2,000.00		01
01400000	57328		CSU-EXT BUDGET AMENDMENT		2,000.00		01
01300000	57332		CSU-EXT BUDGET AMENDMENT		600.00		01
01400000	57332		CSU-EXT BUDGET AMENDMENT		550.00		01
01300000	57410		CSU-EXT BUDGET AMENDMENT		400.00		01
01550000	57410	G7107	INCREASE E & E BUDGET		891.00		01
01550000	57480	G7108	ADD BALANCE FROM 21 TO 22 BUD		9,500.00		01
01104000	57490		BUDGET AMENDMENTS		60.00		01
01103000	57491		BUDGET AMENDMENTS		810.00		01
01386000	59999		FAC MTCE PERSONAL BUDGET		4,000.00		01
			GENERAL FUND REVENUES		714,953.00	(714,953.00)	
01550000	44240	G3710	INCREASE BUDGET	7,000.00			01
01150000	55110		HR BUDGET INCREASE	21,544.00			01
01158000	55110	G2010	ADD BJA GRANT TO BUDGET	8,500.00			01
01550000	55111	G7108	ADD BALANCE FROM 21 TO 22 BUD	2,295.00			01
01550000	55111	G7107	INCREASE E & E BUDGET	2,490.00			01
01158000	55111	G7700	ADD PAT GRANT TO BUDGET	3,100.00			01
01560000	55111	G7110	INCREASE FP TITLE X BUDGET	32,132.00			01
01550000	55111	G7109	ADD CIRCLE GRANT TO BUDGET	2,958.00			01
01158000	55111	G2010	ADD BJA GRANT TO BUDGET	15,800.00			01

01550000	55111	G7100	INCREASE BUDGET	18,422.00	01
01122020	55112	G7380	ADD PRIVATE GRANTS TO BUDGET	2,377.00	01
01550000	55112	G3650	ADD CCR&R GRANT TO BUDGET	3,970.00	01
01550000	55112	G3660	ADD FCCH GRANT TO BUDGET	4,546.00	01
01806000	55112		VETERENS BUDGET INCREASE	17,250.00	01
01386000	55112		FAC MTCE PERSONAL BUDGET	3,500.00	01
01158000	55112	G7700	ADD PAT GRANT TO BUDGET	2,000.00	01
01550000	55112	G7109	ADD CIRCLE GRANT TO BUDGET	7,230.00	01
01550000	55112	G3670	ADD LCO GRANT TO BUDGET	7,716.00	01
01158000	55112	G2010	ADD BJA GRANT TO BUDGET	6,500.00	01
01122020	55210	G7380	ADD PRIVATE GRANTS TO BUDGET	186.00	01
01550000	55210	G3650	ADD CCR&R GRANT TO BUDGET	304.00	01
01550000	55210	G3660	ADD FCCH GRANT TO BUDGET	348.00	01
01806000	55210		VETERENS BUDGET INCREASE	1,320.00	01
01386000	55210		FAC MTCE PERSONAL BUDGET	270.00	01
01158000	55210	G7700	ADD PAT GRANT TO BUDGET	400.00	01
01560000	55210	G7110	INCREASE FP TITLE X BUDGET	261.00	01
01150000	55210		HR BUDGET INCREASE	1,649.00	01
01550000	55210	G7109	ADD CIRCLE GRANT TO BUDGET	779.00	01
01550000	55210	G3670	ADD LCO GRANT TO BUDGET	706.00	01
01158000	55210	G2010	ADD BJA GRANT TO BUDGET	4,500.00	01
01158000	55220	G7700	ADD PAT GRANT TO BUDGET	400.00	01
01560000	55220	G7110	INCREASE FP TITLE X BUDGET	2,154.00	01
01550000	55220	G7109	ADD CIRCLE GRANT TO BUDGET	2,475.00	01
01550000	55220	G3670	ADD LCO GRANT TO BUDGET	3,452.00	01
01158000	55220	G2010	ADD BJA GRANT TO BUDGET	6,500.00	01
01122020	55230	G7380	ADD PRIVATE GRANTS TO BUDGET	127.00	01
01550000	55230	G3650	ADD CCR&R GRANT TO BUDGET	104.00	01
01550000	55230	G3660	ADD FCCH GRANT TO BUDGET	119.00	01
01158000	55230	G7700	ADD PAT GRANT TO BUDGET	125.00	01
01560000	55230	G7110	INCREASE FP TITLE X BUDGET	333.00	01
01150000	55230		HR BUDGET INCREASE	1,078.00	01
01550000	55230	G7109	ADD CIRCLE GRANT TO BUDGET	510.00	01
01550000	55230	G3670	ADD LCO GRANT TO BUDGET	461.00	01
01158000	55230	G2010	ADD BJA GRANT TO BUDGET	2,500.00	01
01122020	55240	G7380	ADD PRIVATE GRANTS TO BUDGET	4.00	01
01550000	55240	G3650	ADD CCR&R GRANT TO BUDGET	6.00	01
01550000	55240	G3660	ADD FCCH GRANT TO BUDGET	7.00	01
01806000	55240		VETERENS BUDGET INCREASE	30.00	01
01386000	55240		FAC MTCE PERSONAL BUDGET	10.00	01
01158000	55240	G7700	ADD PAT GRANT TO BUDGET	30.00	01
01560000	55240	G7110	INCREASE FP TITLE X BUDGET	17.00	01
01150000	55240		HR BUDGET INCREASE	33.00	01
01550000	55240	G7109	ADD CIRCLE GRANT TO BUDGET	15.00	01
01550000	55240	G3670	ADD LCO GRANT TO BUDGET	14.00	01
01158000	55240	G2010	ADD BJA GRANT TO BUDGET	88.00	01
01122020	55250	G7380	ADD PRIVATE GRANTS TO BUDGET	10.00	01
01550000	55250	G3650	ADD CCR&R GRANT TO BUDGET	7.00	01
01550000	55250	G3660	ADD FCCH GRANT TO BUDGET	7.00	01
01806000	55250		VETERENS BUDGET INCREASE	20.00	01
01386000	55250		FAC MTCE PERSONAL BUDGET	220.00	01
01158000	55250	G7700	ADD PAT GRANT TO BUDGET	30.00	01
01550000	55250	G7109	ADD CIRCLE GRANT TO BUDGET	34.00	01
01550000	55250	G3670	ADD LCO GRANT TO BUDGET	22.00	01
01158000	55250	G2010	ADD BJA GRANT TO BUDGET	76.00	01
01122020	55260	G7380	ADD PRIVATE GRANTS TO BUDGET	3.00	01
01550000	55260	G3650	ADD CCR&R GRANT TO BUDGET	5.00	01
01550000	55260	G3660	ADD FCCH GRANT TO BUDGET	6.00	01
01806000	55260		VETERENS BUDGET INCREASE	30.00	01
01158000	55260	G7700	ADD PAT GRANT TO BUDGET	10.00	01
01560000	55260	G7110	INCREASE FP TITLE X BUDGET	24.00	01
01550000	55260	G7109	ADD CIRCLE GRANT TO BUDGET	10.00	01
01550000	55260	G3670	ADD LCO GRANT TO BUDGET	11.00	01
01158000	55260	G2010	ADD BJA GRANT TO BUDGET	30.00	01
01550000	56110	G3660	ADD FCCH GRANT TO BUDGET	55.00	01
01550000	56110	G3670	ADD LCO GRANT TO BUDGET	1,320.00	01
01152000	56120	G7600	ADD YOUTH WELLNESS	1,500.00	01
01120000	56120	G3700	ADD JBBS GRANT TO BUDGET	5,000.00	01
01550000	56120	G3650	ADD CCR&R GRANT TO BUDGET	379.00	01
01550000	56120	G3660	ADD FCCH GRANT TO BUDGET	1,122.00	01
01560000	56120	G7110	INCREASE FP TITLE X BUDGET	19,600.00	01
01550000	56120	G7109	ADD CIRCLE GRANT TO BUDGET	3,750.00	01
01550000	56120	G3670	ADD LCO GRANT TO BUDGET	1,356.00	01
01550000	56120	G3710	INCREASE BUDGET	5,000.00	01
01560000	56170	G7110	INCREASE FP TITLE X BUDGET	55.00	01
01560000	56610	G7110	INCREASE FP TITLE X BUDGET	1,319.00	01
01158000	57310	G2010	ADD BJA GRANT TO BUDGET	500.00	01
01158000	57311	G2010	ADD BJA GRANT TO BUDGET	500.00	01
01158000	57312	G2010	ADD BJA GRANT TO BUDGET	200.00	01
01550000	57312	G7100	INCREASE BUDGET	88.00	01

01120000	57313	G3700	ADD JBBS GRANT TO BUDGET	500.00			01
01158000	57313	G2010	ADD BJA GRANT TO BUDGET	600.00			01
01550000	57313	G7100	INCREASE BUDGET	1,150.00			01
01120000	57324	G3700	ADD JBBS GRANT TO BUDGET	61,962.00			01
01123000	57324	G3820	ADD GRANT TO BUDGET	36,000.00			01
01158000	57324	G2010	ADD BJA GRANT TO BUDGET	70,000.00			01
01152000	57329	G7600	ADD YOUTH WELLNESS	18,900.00			01
01122020	57329	G7380	ADD PRIVATE GRANTS TO BUDGET	14,068.00			01
01122020	57329	G7380	INCREASE PRIVATE GRANTS BUDGET	12,707.00			01
01806000	57329		VETERENS BUDGET INCREASE	16,510.00			01
01158000	57329	G7700	ADD PAT GRANT TO BUDGET	2,805.00			01
01120000	57329	G3700	INCREASE JBBS GRANT	34,790.00			01
01560000	57329	G7110	INCREASE FP TITLE X BUDGET	5,000.00			01
01150000	57329		HR BUDGET INCREASE	25,000.00			01
01705000	57329	G3730	ADD EIAF A00206 TO BUDGET	6,800.00			01
01550000	57330	G7109	ADD CIRCLE GRANT TO BUDGET	2,451.00			01
01550000	57330	G7100	INCREASE BUDGET	400.00			01
01152000	57331	G7600	ADD YOUTH WELLNESS	1,000.00			01
01158000	57332	G7700	ADD PAT GRANT TO BUDGET	8,100.00			01
01550000	57332	G7100	INCREASE BUDGET	800.00			01
01152000	57341	G7600	ADD YOUTH WELLNESS	2,400.00			01
01550000	57341	G3710	INCREASE BUDGET	400.00			01
01550000	57361	G3650	ADD CCR&R GRANT TO BUDGET	812.00			01
01560000	57361	G7110	INCREASE FP TITLE X BUDGET	700.00			01
01152000	57410	G7600	ADD YOUTH WELLNESS	1,000.00			01
01550000	57410	G3660	ADD FCCH GRANT TO BUDGET	345.00			01
01560000	57410	G7110	INCREASE FP TITLE X BUDGET	50.00			01
01550000	57410	G7109	ADD CIRCLE GRANT TO BUDGET	750.00			01
01550000	57410	G7100	INCREASE BUDGET	780.00			01
01152000	57420	G7600	ADD YOUTH WELLNESS	1,000.00			01
01560000	57440	G7110	INCREASE FP TITLE X BUDGET	10,080.00			01
01158000	57440	G2010	ADD BJA GRANT TO BUDGET	1,000.00			01
01102000	57490		BUDGET AMENDMENTS	160.00			01
01103000	57490		BUDGET AMENDMENTS	3,870.00			01
01550000	57500	G5080	ADD A & W GRANT TO BUDGET	29,000.00			01
01550000	57500	G7108	ADD BALANCE FROM 21 TO 22 BUD	29,795.00			01
01550000	57500	G7107	INCREASE E & E BUDGET	23,727.00			01
01550000	57500	G7109	ADD CIRCLE GRANT TO BUDGET	44,000.00			01
01550000	57500	G7100	INCREASE BUDGET	7,395.00			01
01108000	58420	G3810	ADD BODY CAMERA GRANT	16,571.00			01
01300000	58420		CSU-EXT BUDGET AMENDMENT	10,250.00			01
01120000	59037	G3700	ADD JBBS GRANT TO BUDGET	10,000.00			01
01158000	59044	G2010	ADD BJA GRANT TO BUDGET	5,000.00			01
			GENERAL FUND EXPENDITURES	761,572.00	-	761,572.00	
03340610	44205		BUDGET REALLOCATION		15,930.00		03
03340110	44205		US HEALTH & HUMAN SERV (HHS)		980.00		03
03365110	44205		US HEALTH & HUMAN SERV (HHS)		12,070.00		03
03350240	44248		SUPPLEMENTAL LEAP BENEFITS-GUN		97,980.00		03
03350740	44248		SUPPLEMENTAL LEAP BENEFITS-HIN		5,710.00		03
03360190	44260	G3160	ADD FAMILY FIRST		43,596.00		03
03340160	56110		BUDGET REALLOCATION		19,430.00		03
03360120	59012		RMS EXPENSE		12,860.00		03
03360210	59012		RMS EXPENSE		1,800.00		03
03360620	59012		RMS EXPENSE		570.00		03
03360710	59012		RMS EXPENSE		1,160.00		03
			HHS FUND REVENUES	-	212,086.00	(212,086.00)	
03340160	44205		BUDGET REALLOCATION	15,690.00			03
03340610	55111		BUDGET REALLOCATION	11,140.00			03
03340610	55112		BUDGET REALLOCATION	4,900.00			03
03340610	55210		BUDGET REALLOCATION	1,230.00			03
03340610	55220		BUDGET REALLOCATION	1,270.00			03
03340610	55230		BUDGET REALLOCATION	800.00			03
03340610	55240		BUDGET REALLOCATION	20.00			03
03340610	55250		BUDGET REALLOCATION	20.00			03
03340610	55260		BUDGET REALLOCATION	10.00			03
03360190	56180	G3160	ADD FAMILY FIRST	250.00			03
03360190	57020	G3160	ADD FAMILY FIRST	420.00			03
03360190	57329	G3160	ADD FAMILY FIRST	22,800.00			03
03350210	57352		BUDGET AMENDMENTS	2,150.00			03
03360190	57361	G3160	ADD FAMILY FIRST	1,500.00			03
03360190	57410	G3160	ADD FAMILY FIRST	6,300.00			03
03360190	57440	G3160	ADD FAMILY FIRST	10,250.00			03
03350240	57502		SUPPLEMENTAL LEAP BENEFITS-GUN	97,980.00			03
03350740	57502		SUPPLEMENTAL LEAP BENEFITS-HIN	5,710.00			03
03340610	59012		BUDGET REALLOCATION	40.00			03
03360110	59012		RMS EXPENSE	12,860.00			03
03360220	59012		RMS EXPENSE	980.00			03
03360610	59012		RMS EXPENSE	570.00			03
03360720	59012		RMS EXPENSE	1,690.00			03
			HHS FUND EXPENDITURES	198,580.00	-	198,580.00	

04555090	44262	G4100	ADD CDC WORKFORCE		94,315.00		04
04550000	44262	G7021	INCREASE IMM COVID #2 BUDGET		15,518.00		04
04555000	44262	G4010	Increase Harm Reduction Grant		199,295.00		04
04555000	44262	G3091	ADD FUNDS NEW GRANT CODE		11,000.00		04
04555000	44497	G7331	CFC VACCINE EQUITY GRANT		12,434.00		04
04556000	44497	G3640	INCR HEALTH COALITION GRANT		20,000.00		04
04550000	55111	G7023	DECREASE IMM COVID #3 BUDGET		14,760.00		04
04550000	55111	G7024	DECREASE IMM COVID #4 BUDGET		1,640.00		04
04550000	55112	G7023	DECREASE IMM COVID #3 BUDGET		8,290.00		04
04550000	55112	G7024	DECREASE IMM COVID #4 BUDGET		12,144.00		04
04550000	55112	G7021	INCREASE IMM COVID #2 BUDGET		6,654.00		04
04550000	55210	G7023	DECREASE IMM COVID #3 BUDGET		1,760.00		04
04550000	55210	G7024	DECREASE IMM COVID #4 BUDGET		1,054.00		04
04550000	55220	G7024	DECREASE IMM COVID #4 BUDGET		2,240.00		04
04550000	55230	G7023	DECREASE IMM COVID #3 BUDGET		1,150.00		04
04550000	55230	G7024	DECREASE IMM COVID #4 BUDGET		696.00		04
04550000	55240	G7023	DECREASE IMM COVID #3 BUDGET		40.00		04
04550000	55240	G7024	DECREASE IMM COVID #4 BUDGET		20.00		04
04550000	55250	G7023	DECREASE IMM COVID #3 BUDGET		120.00		04
04550000	55250	G7024	DECREASE IMM COVID #4 BUDGET		70.00		04
04550000	55250	G7021	INCREASE IMM COVID #2 BUDGET		15.00		04
04550000	55260	G7023	DECREASE IMM COVID #3 BUDGET		10.00		04
04550000	55260	G7024	DECREASE IMM COVID #4 BUDGET		10.00		04
04556000	56110	G3640	INCR HEALTH COALITION GRANT		420.00		04
04550000	56110	G7023	DECREASE IMM COVID #3 BUDGET		1,000.00		04
04555000	56120	G7331	CFC VACCINE EQUITY GRANT		900.00		04
04556000	56120	G3640	INCR HEALTH COALITION GRANT		580.00		04
04550000	56120	G7023	DECREASE IMM COVID #3 BUDGET		2,720.00		04
04550000	56120	G7021	INCREASE IMM COVID #2 BUDGET		21,834.00		04
04550000	56170	G7023	DECREASE IMM COVID #3 BUDGET		350.00		04
04550000	56180	G7023	DECREASE IMM COVID #3 BUDGET		1,900.00		04
04550000	56651	G7023	DECREASE IMM COVID #3 BUDGET		1,500.00		04
04550000	56651	G7021	INCREASE IMM COVID #2 BUDGET		9,320.00		04
04550000	56652	G7023	DECREASE IMM COVID #3 BUDGET		1,000.00		04
04555000	57310	G7331	CFC VACCINE EQUITY GRANT		500.00		04
04550000	57310	G7023	DECREASE IMM COVID #3 BUDGET		1,000.00		04
04550000	57312	G7023	DECREASE IMM COVID #3 BUDGET		600.00		04
04550000	57313	G7023	DECREASE IMM COVID #3 BUDGET		600.00		04
04555000	57324	G7331	CFC VACCINE EQUITY GRANT		3,000.00		04
04556000	57324	G3640	INCR HEALTH COALITION GRANT		1,800.00		04
04555000	57329	G7331	CFC VACCINE EQUITY GRANT		9,020.00		04
04555090	57329	G1290	END OF GRANT BUDGET ADJ		23,394.00		04
04550000	57329	G7023	DECREASE IMM COVID #3 BUDGET		5,710.00		04
04555090	57329	G1290	END OF GRANT BUDGET ADJ		6,000.00		04
04555000	57329	G4010	Increase Harm Reduction Grant		78,620.00		04
04555000	57330	G7331	CFC VACCINE EQUITY GRANT		300.00		04
04550000	57330	G7023	DECREASE IMM COVID #3 BUDGET		600.00		04
04555000	57330	G4010	Increase Harm Reduction Grant		740.00		04
04555000	57331	G7331	CFC VACCINE EQUITY GRANT		657.00		04
04550000	57332	G7023	DECREASE IMM COVID #3 BUDGET		800.00		04
04555000	57410	G7331	CFC VACCINE EQUITY GRANT		3,000.00		04
04556000	57410	G3640	INCR HEALTH COALITION GRANT		590.00		04
04550000	57410	G7023	DECREASE IMM COVID #3 BUDGET		1,500.00		04
04555000	57420	G7331	CFC VACCINE EQUITY GRANT		1,000.00		04
04550000	57420	G7023	DECREASE IMM COVID #3 BUDGET		1,500.00		04
04555000	57480	G7331	CFC VACCINE EQUITY GRANT		3,970.00		04
04556000	57480	G3640	INCR HEALTH COALITION GRANT		2,300.00		04
			PUBLIC HEALTH FUND REVENUES	-	591,960.00	(591,960.00)	
04550000	44242	G7024	DECREASE IMM COVID #4 BUDGET	19,643.00			04
04556000	44262	G3640	INCR HEALTH COALITION GRANT	13,500.00			04
04550000	44262	G7023	DECREASE IMM COVID #3 BUDGET	51,840.00			04
04555090	55110	G1290	END OF GRANT BUDGET ADJ	6,649.00			04
04550000	55110	G7021	INCREASE IMM COVID #2 BUDGET	3,325.00			04
04555000	55110	G4010	Increase Harm Reduction Grant	62,500.00			04
04555000	55111	G7331	CFC VACCINE EQUITY GRANT	25,238.00			04
04555090	55111	G1290	END OF GRANT BUDGET ADJ	16,243.00			04
04550000	55111	G7021	INCREASE IMM COVID #2 BUDGET	33,879.00			04
04555000	55111	G4010	Increase Harm Reduction Grant	58,000.00			04
04555000	55111	G3091	ADD FUNDS NEW GRANT CODE	6,607.00			04
04555000	55112	G7331	CFC VACCINE EQUITY GRANT	1,683.00			04
04556000	55112	G3640	INCR HEALTH COALITION GRANT	9,895.00			04
04555000	55112	G4010	Increase Harm Reduction Grant	4,500.00			04
04555000	55112	G3091	ADD FUNDS NEW GRANT CODE	2,150.00			04
04555000	55210	G7331	CFC VACCINE EQUITY GRANT	1,818.00			04
04556000	55210	G3640	INCR HEALTH COALITION GRANT	757.00			04
04555090	55210	G1290	END OF GRANT BUDGET ADJ	1,550.00			04
04550000	55210	G7021	INCREASE IMM COVID #2 BUDGET	1,895.00			04
04555000	55210	G4010	Increase Harm Reduction Grant	8,565.00			04
04555000	55210	G3091	ADD FUNDS NEW GRANT CODE	661.00			04
04555000	55220	G7331	CFC - VACCINE EQUITY GRANT	4,890.00			04

04555090	55220	G1290	END OF GRANT BUDGET ADJ	3,944.00		04
04550000	55220	G7021	INCREASE IMM COVID #2 BUDGET	6,432.00		04
04555000	55220	G4010	Increase Harm Reduction Grant	7,565.00		04
04555000	55220	G3091	ADD FUNDS NEW GRANT CODE	195.00		04
04555000	55230	G7331	CFC VACCINE EQUITY GRANT	1,042.00		04
04555090	55230	G1290	END OF GRANT BUDGET ADJ	895.00		04
04550000	55230	G7021	INCREASE IMM COVID #2 BUDGET	1,276.00		04
04555000	55230	G4010	Increase Harm Reduction Grant	6,510.00		04
04555000	55230	G3091	ADD FUNDS NEW GRANT CODE	330.00		04
04555000	55240	G7331	CFC VACCINE EQUITY GRANT	43.00		04
04556000	55240	G3640	INCR HEALTH COALITION GRANT	15.00		04
04555090	55240	G1290	END OF GRANT BUDGET ADJ	35.00		04
04550000	55240	G7021	INCREASE IMM COVID #2 BUDGET	44.00		04
04555000	55240	G4010	Increase Harm Reduction Grant	400.00		04
04555000	55240	G3091	ADD FUNDS NEW GRANT CODE	13.00		04
04555000	55250	G7331	CFC VACCINE EQUITY GRANT	55.00		04
04556000	55250	G3640	INCR HEALTH COALITION GRANT	10.00		04
04555090	55250	G1290	END OF GRANT BUDGET ADJ	69.00		04
04555000	55250	G4010	Increase Harm Reduction Grant	425.00		04
04555000	55250	G3091	ADD FUNDS NEW GRANT CODE	14.00		04
04555000	55260	G7331	CFC VACCINE EQUITY GRANT	12.00		04
04556000	55260	G3640	INCR HEALTH COALITION GRANT	13.00		04
04555090	55260	G1290	END OF GRANT BUDGET ADJ	9.00		04
04550000	55260	G7021	INCREASE IMM COVID #2 BUDGET	11.00		04
04555000	55260	G4010	Increase Harm Reduction Grant	100.00		04
04555000	55260	G3091	ADD FUNDS NEW GRANT CODE	8.00		04
04550000	56110	G7021	INCREASE IMM COVID #2 BUDGET	589.00		04
04555000	56110	G4010	Increase Harm Reduction Grant	80.00		04
04555090	56120	G4100	ADD CDC WORKFORCE	6,190.00		04
04555000	56120	G4010	Increase Harm Reduction Grant	14,250.00		04
04555000	56120	G3091	ADD FUNDS NEW GRANT CODE	22.00		04
04550000	56170	G7021	INCREASE IMM COVID #2 BUDGET	31.00		04
04550000	56180	G7021	INCREASE IMM COVID #2 BUDGET	359.00		04
04555090	57310	G4100	ADD CDC WORKFORCE	2,500.00		04
04550000	57310	G7021	INCREASE IMM COVID #2 BUDGET	76.00		04
04555000	57310	G4010	Increase Harm Reduction Grant	1,360.00		04
04555090	57311	G4100	ADD CDC WORKFORCE	3,000.00		04
04555000	57311	G4010	Increase Harm Reduction Grant	1,320.00		04
04555090	57312	G4100	ADD CDC WORKFORCE	7,000.00		04
04555000	57312	G4010	Increase Harm Reduction Grant	630.00		04
04555090	57313	G4100	ADD CDC WORKFORCE	10,000.00		04
04555000	57313	G4010	Increase Harm Reduction Grant	3,460.00		04
04555090	57324	G4100	ADD CDC WORKFORCE	3,500.00		04
04555000	57324	G4010	Increase Harm Reduction Grant	59,000.00		04
04556000	57329	G3640	INCR HEALTH COALITION GRANT	1,500.00		04
04555090	57329	G4100	ADD CDC WORKFORCE	6,000.00		04
04550000	57329	G7021	INCREASE IMM COVID #2 BUDGET	4,800.00		04
04555090	57330	G4100	ADD CDC WORKFORCE	5,000.00		04
04555090	57331	G4100	ADD CDC WORKFORCE	5,000.00		04
04555000	57331	G4010	Increase Harm Reduction Grant	16,000.00		04
04555090	57332	G4100	ADD CDC WORKFORCE	8,167.00		04
04555000	57332	G4010	Increase Harm Reduction Grant	3,178.00		04
04555000	57341	G4010	Increase Harm Reduction Grant	2,000.00		04
04550000	57361	G7021	INCREASE IMM COVID #2 BUDGET	40.00		04
04555000	57361	G4010	Increase Harm Reduction Grant	600.00		04
04550000	57410	G7021	INCREASE IMM COVID #2 BUDGET	584.00		04
04555000	57410	G4010	Increase Harm Reduction Grant	4,100.00		04
04555000	57420	G4010	Increase Harm Reduction Grant	2,500.00		04
04555090	57440	G4100	ADD CDC WORKFORCE	6,927.00		04
04555000	57440	G4010	Increase Harm Reduction Grant	3,500.00		04
04555090	57450	G4100	ADD CDC WORKFORCE	12,667.00		04
08825050	57620		BUDGET AMENDMENTS	4,420.00		08
			PUBLIC HEALTH FUND EXPENDITURES	565,603.00	-	565,603.00
10613020	44220	G7361	AIRPORT PROJECT INCREASE		1,000,000.00	10
10613020	44220	G7362	AIRPORT PROJECT INCREASE		1,023,462.00	10
10613020	44220	G7360	AIRPORT PROJECT INCREASE		1,787,255.00	10
10613050	44231		AIRPORT 10TH STREET PROPERTY		181,920.00	10
10613020	44265	G7361	AIRPORT PROJECT INCREASE		55,555.00	10
10613020	44265	G7362	AIRPORT PROJECT INCREASE		56,859.00	10
10613020	44265	G3585	AIRPORT PROJECT INCREASE		118,873.00	10
10613020	44315		PFC BUDGET INCREASE		125,000.00	10
10613050	44913		AIRPORT 10TH STREET PROPERTY		40,320.00	10
10613010	57010		AIRPORT 10TH STREET PROPERTY		2,210.00	10
10613010	57210		AIRPORT 10TH STREET PROPERTY		2,000.00	10
10613010	57235		AIRPORT 10TH STREET PROPERTY		500.00	10
10613020	57320	G3585	AIRPORT PROJECT INCREASE		139,412.00	10
10613020	57324	G3585	AIRPORT PROJECT INCREASE		427,780.00	10
10613010	57610		AIRPORT 10TH STREET PROPERTY		166,090.00	10
10613010	57620		AIRPORT 10TH STREET PROPERTY		11,120.00	10
10613020	58210	G7356	AIRPORT PROJECT INCREASE		7,474,570.00	10

			AIRPORT FUND REVENUES	-	12,612,926.00	(12,612,926.00)	
10613020	44220	G7356	AIRPORT PROJECT INCREASE	8,732,550.00			10
10613010	44231		AIRPORT 10TH STREET PROPERTY	181,920.00			10
10610000	44913		AIRPORT 10TH STREET PROPERTY	40,320.00			10
10613050	57010		AIRPORT 10TH STREET PROPERTY	360.00			10
10613050	57013		AIRPORT 10TH STREET PROPERTY	1,100.00			10
10613050	57014		AIRPORT 10TH STREET PROPERTY	750.00			10
10613050	57210		AIRPORT 10TH STREET PROPERTY	2,000.00			10
10613050	57235		AIRPORT 10TH STREET PROPERTY	500.00			10
10613010	57363		BUDGET AMENDMENTS	52,970.00			10
10613050	57610		AIRPORT 10TH STREET PROPERTY	166,090.00			10
10613050	57620		AIRPORT 10TH STREET PROPERTY	11,120.00			10
10613020	58230	G7361	AIRPORT PROJECT INCREASE	1,111,112.00			10
10613020	58230	G7362	AIRPORT PROJECT INCREASE	1,137,180.00			10
10613020	58230	G7360	AIRPORT PROJECT INCREASE	1,787,255.00			10
10613020	58310	G3585	AIRPORT PROJECT INCREASE	706,503.00			10
10613020	58310	G3585	AIRPORT PROJECT INCREASE	26,484.00			10
			AIRPORT FUND EXPENDITURES	13,958,214.00	-	13,958,214.00	
51335000	57352		BUDGET AMENDMENTS	2,150.00			51
			WATER FUND EXPENDITURES	2,150.00	-	2,150.00	
92210010	44020		2022 FINAL RTA ADOPTED BUDGET		1,600,000.00		92
92210000	57324		2022 FINAL RTA ADOPTED BUDGET		2,000.00		92
92210000	57329		2022 FINAL RTA ADOPTED BUDGET		6,000.00		92
92210000	57470		2022 FINAL RTA ADOPTED BUDGET		1,000.00		92
92210000	58210		2022 FINAL RTA ADOPTED BUDGET		1,520,000.00		92
			RTA FUND REVENUES	-	3,129,000.00	(3,129,000.00)	
92210000	44020		2022 FINAL RTA ADOPTED BUDGET	1,377,000.00			92
92210000	44220	G1042	2022 FINAL RTA ADOPTED BUDGET	2.00			92
92210000	44599		2022 FINAL RTA ADOPTED BUDGET	1,000.00			92
92210000	56350	G1042	2022 FINAL RTA ADOPTED BUDGET	20,000.00			92
92210000	57220	G1042	2022 FINAL RTA ADOPTED BUDGET	10,000.00			92
92210000	57324		2022 FINAL RTA ADOPTED BUDGET	2,000.00			92
92210020	57324		2022 FINAL RTA ADOPTED BUDGET	2,000.00			92
92210000	57328		2022 FINAL RTA ADOPTED BUDGET	10,450.00			92
92210000	57328	G1041	2022 FINAL RTA ADOPTED BUDGET	10,450.00			92
92210000	57329		2022 FINAL RTA ADOPTED BUDGET	6,000.00			92
92210020	57329		2022 FINAL RTA ADOPTED BUDGET	6,000.00			92
92210000	57350		2022 FINAL RTA ADOPTED BUDGET	2,000.00			92
92210000	58210		2022 FINAL RTA ADOPTED BUDGET	1,520,000.00			92
92210010	58210		2022 FINAL RTA ADOPTED BUDGET	1,520,000.00			92
			RTA FUND EXPENDITURES	4,486,902.00	-	4,486,902.00	
			GRAND TOTAL	**$ 19,973,021.00**	**$ 17,260,925.00**	**$ 2,712,096.00**	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Set Gunnison County Mill Levy and Certify All Taxi

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Statute requires that the BoCC certify the levies for all taxing entities in the county no later than 12/22. Certification is the Assessor's authority to extend the levies and create the tax warrant.

Fiscal Impact:

Submitted by: William Spicer **Submitter's Email Address:** wspicer@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/15/2022

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

Comments:

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

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/16/2022

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 12/20/2022

Revised April 2015

15-DPT-AR
3-CLR-01
REV 11/18

County FIPS Code: 051

Tax Year 2022
Budget Year 2023
Certification of Levies and Revenue
By
Gunnison County Commissioners

State of Colorado
Division of Property Taxation
Department of Local Affairs
1313 Sherman Street, #419
Denver, Colorado 80203

Distribution:

Property Tax Administrator	- 1 COPY
Division of Local Government	- 1 COPY
School Finance Office	- 1 COPY
Assessor	- 1 COPY
Board of County	- 1 COPY

Prepared: William Spicer

Phone No.: (970) 641-7966

CERTIFICATION OF LEVIES AND REVENUES

As of January 1, 2023

Gunnison County (051)

Summary of Levies and Revenues

Type of Levy	Assessed Valuation	General Temp Tax Credit Revenue	Bond Contractual Obligation	Overrides Transportation Revenue	Other* Revenue	Total Revenues
Schools						
Districts	$828,719,720	$13,667,693	$9,692,997	$3,845,970	$45,752	$27,118,125
		-$134,287	$0	$0		
Subtotal:		$13,667,693	$9,692,997	$3,845,970	$45,752	$27,118,125
		-$134,287	$0	$0		
Local Government						
Counties	$828,719,720	$14,150,389	$0	$0	$24,862	$13,412,829
		-$762,422	$0	$0		
Cities and Towns	$384,619,100	$2,099,555	$0	$0	$1,772,928	$3,223,710
		-$648,772	$0	$0		
Local Improv. and Service	$5,921,292,800	$14,248,353	$2,724,174	$0	$344,583	$15,558,612
		-$1,758,498	$0	$0		
Subtotal:		$30,498,297	$2,724,174	$0	$2,142,372	$32,195,151
		-$3,303,979	$0	$0		
Total Valuation and	**$828,719,720**	**$44,165,990**	**$12,417,171**	**$3,845,970**	**$2,188,124**	**$59,313,276**
		-$3,303,979	**$0**	**$0**		

*See detail for specific fund type and

CERTIFICATION:

STATE OF COLORADO)

) ss:

Gunnison County (051))

I, Jonathan Houck, Chairman, Board of County Commissioners of Gunnison County (051) State of Colorado, do hereby certify that the above and foregoing are true copies of valuations as certified to County Commissioners by the County Assessor, and levies and revenue are certified to the Assessor and Property Tax Administrator by the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand at Gunnison, Colorado, the 20th day of December, 2022.

Chairman, Board of County Commissioners

School Districts

District Name and Number	Assessed Value	(1) Total Program and Categorical (2) Temp Tax Levy	(1) Total Program and Categorical (2) Temp Tax Revenue	(3) Bond Redemption^ (4) Override Mill Levy	(3) Bond Redemption^ (4) Override Mill Revenue	(5) Abatement (6) Levy	(5) Abatement (6) Revenue	ADA Asbestos/Special* Other Levy	ADA Asbestos/Special* Other Revenue	Total Levy	Total Revenue
School Districts											
Delta County School District 50(J)	50,118,330	27.000	1,353,195	4.424	221,723	0.033	1,654	0.000	0	29.113	1,459,095
# 870		-2.344	-117,477	0.000	0	0.000	0	0.000	0		
Gunnison RE1J School District	773,059,210	15.736	12,164,860	12.230	9,454,514	0.057	44,064	0.000	0	32.998	25,509,408
# 1360		0.000	0	4.975	3,845,970	0.000	0	0.000	0		
Montrose County RE-1J School District	5,542,180	27.000	149,639	3.024	16,760	0.006	33	0.000	0	26.997	149,622
# 2180		-3.033	-16,809	0.000	0	0.000	0	0.000	0		
Total:	$828,719,720		$13,667,693		$9,692,997		$45,752		$0		$27,118,125
			-$134,287		$3,845,970		$0		$0		

County Purposes

	Assessed Value	(1) General (2) Temp Tax Levy	(1) General (2) Temp Tax Revenue	(3) Bond Redemption^ (4) Contractual Levy	(3) Bond Redemption^ (4) Contractual Revenue	Date	Term	Capital / Special* Abatement Levy	Capital / Special* Abatement Revenue	Total Levy	Total Revenue
General	$828,719,720	15.375	$12,741,566	0.000	$0^			0.000	$0	14.485	$12,004,005
		-0.920	-$762,422	0.000	$0~			0.030	$24,862		
Public Welfare	$828,719,720	0.501	$415,189	0.000	$0^			0.000	$0	0.501	$415,189
		0.000	$0	0.000	$0~			0.000	$0		
Public Hospital	$828,719,720	1.199	$993,635	0.000	$0^			0.000	$0	1.199	$993,635
		0.000	$0	0.000	$0~			0.000	$0		
Total:	$828,719,720	17.075	$14,150,389	0.000	$0^			0.000	$0	16.185	$13,412,829
		-76242	-$762,422	0.000	$0~			0.030	$24,862		

Cities and Towns

	Assessed Value	(1) General (2) Temp Tax		(3) Bond Redemption^ (4) Contractual				Capital / Special* Abatement		Total	
		Levy	Revenue	Levy	Revenue	Date	Term	Levy	Revenue	Levy	Revenue
Crested Butte	$131,490,140	7.300	$959,878	0.000	$0 ^			8.000	$1,051,921	10.366	$1,363,027
		-4.934	-$648,772					0.000	$0		
Gunnison	$111,921,000	3.868	$432,910	0.000	$0 ^			0.000	$0	3.868	$432,910
		0.000	$0					0.000	$0		
Marble	$4,274,480	6.505	$27,805	0.000	$0 ^			0.000	$0	6.505	$27,805
		0.000	$0					0.000	$0		
Mt. Crested Butte	$132,368,190	5.000	$661,841	0.000	$0 ^			5.378	$711,876	10.378	$1,373,717
		0.000	$0					0.000	$0		
Pitkin	$4,565,290	3.750	$17,120	0.000	$0 ^			2.000	$9,131	5.750	$26,250
		0.000	$0					0.000	$0		
Total:	$384,619,100		$2,099,555		$0 ^				$1,772,928		$3,223,710
			-$648,772		$0 ~				$0		

Local Improvement and Service Districts

	Assessed Value	(1) General (2) Temp Tax		(3) Bond Redemption^ (4) Contractual				Capital / Special* Abatement		Total	
		Levy	Revenue	Levy	Revenue	Date	Term	Levy	Revenue	Levy	Revenue
Metropolitan Districts											
Crested Butte South Metropolitan District	$39,389,700	14.363	$565,754	0.000	$0 ^			0.000	$0	10.952	$431,396
		-3.411	-$134,358	0.000	$0 ~			0.000	$0		
Gunnison Rising Metropolitan District No. 1	$240	0.000	$0	0.000	$0 ^			0.000	$0	0.000	$0
		0.000	$0	0.000	$0 ~			0.000	$0		
Gunnison Rising Metropolitan District No. 2	$577,580	45.056	$26,023	0.000	$0 ^			0.000	$0	45.056	$26,023
		0.000	$0	0.000	$0 ~			0.000	$0		
Gunnison Rising Metropolitan District No. 3	$5,370	49.432	$265	0.000	$0 ^			0.000	$0	49.432	$265
		0.000	$0	0.000	$0 ~			0.000	$0		
Gunnison Rising Metropolitan District No. 4	$8,900	49.432	$440	0.000	$0 ^			0.000	$0	49.432	$440
		0.000	$0	0.000	$0 ~			0.000	$0		

Local Improvement and Service Districts

	Assessed Value	(1) General (2) Temp Tax		(3) Bond Redemption^ (4) Contractual				Capital / Special* Abatement		Total	
		Levy	Revenue	Levy	Revenue	Date	Term	Levy	Revenue	Levy	Revenue
Metropolitan Districts											
Gunnison Rising Metropolitan District No. 5	$10	0.000	$0	0.000	$0 ^			0.000	$0	0.000	$0
		0.000	$0	0.000	$0 ~			0.000	$0		
Gunnison Rising Metropolitan District No. 6	$10	0.000	$0	0.000	$0 ^			0.000	$0	0.000	$0
		0.000	$0	0.000	$0 ~			0.000	$0		
Gunnison Rising Metropolitan District No. 7	$10	0.000	$0	0.000	$0 ^			0.000	$0	0.000	$0
		0.000	$0	0.000	$0 ~			0.000	$0		
Reserve Metropolitan District No. 1	$5,980	0.000	$0	0.000	$0 ^			0.000	$0	0.000	$0
		0.000	$0	0.000	$0 ~			0.000	$0		
Reserve Metropolitan District No. 2	$17,801,300	10.000	$178,013	0.000	$0 ^			0.000	$0	10.041	$178,743
		0.000	$0	0.000	$0 ~			0.041	$730		
Reserve Metropolitan District No. 2 - Bond 2016A	$20,419,130	0.000	$0	27.718	$565,977 ^	2016		0.000	$0	27.817	$567,999
		0.000	$0	0.000	$0 ~			0.099	$2,021		
Reserve Metropolitan District No. 2 - Bond 2016B	$17,801,320	0.000	$0	3.933	$70,013 ^	2016		0.000	$0	3.933	$70,013
		0.000	$0	0.000	$0 ~			0.000	$0		
Reserve Metropolitan District No. 2 - Bond 2016C	$17,801,320	0.000	$0	3.337	$59,403 ^	2016		0.000	$0	3.337	$59,403
		0.000	$0	0.000	$0 ~			0.000	$0		
Skyland Metropolitan District	$36,029,580	12.886	$464,277	6.538	$235,561 ^			0.000	$0	19.424	$699,839
		0.000	$0	0.000	$0 ~			0.000	$0		
Total:	$149,840,450		$1,234,773		$930,954 ^				$0		$2,034,121
			-$134,358		$0 ~				$2,751		
Park & Recreation Districts											
Gunnison County Metro Rec Dist-Crested Butte Subdist	$454,678,710	2.000	$909,357	0.000	$0 ^			0.000	$0	2.000	$909,357
		0.000	$0	0.000	$0 ~			0.000	$0		
Gunnison County Metropolitan Recreation District	$756,981,850	1.000	$756,982	0.000	$0 ^			0.000	$0	1.000	$756,982
		0.000	$0	0.000	$0 ~			0.000	$0		

Local Improvement and Service Districts

	Assessed Value	(1) General (2) Temp Tax		(3) Bond Redemption^ (4) Contractual				Capital / Special* Abatement		Total	
		Levy	Revenue	Levy	Revenue	Date	Term	Levy	Revenue	Levy	Revenue
Park & Recreation Districts											
Total:	$1,211,660,560		$1,666,339		$0 ^				$0		$1,666,339
			$0		$0 ~				$0		
Fire Protection Districts											
Arrowhead Fire Protection District	$11,039,410	4.518	$49,876	0.000	$0 ^			0.000	$0	4.518	$49,876
		0.000	$0	0.000	$0 ~			0.000	$0		
Carbondale & Rural Fire Protection District	$18,237,870	10.472	$190,987	2.120	$38,664 ^			0.215	$3,921	12.851	$234,375
		0.000	$0	0.000	$0 ~			0.044	$802		
Crested Butte Fire Protection District	$454,678,710	10.079	$4,582,707	3.811	$1,732,781 ^			0.000	$0	11.445	$5,203,798
		-2.464	-$1,120,328	0.000	$0 ~			0.019	$8,639		
Gunnison County Fire Protection District	$180,805,740	2.700	$488,175	0.000	$0 ^			1.800	$325,450	4.505	$814,530
		0.000	$0	0.000	$0 ~			0.005	$904		
Ragged Mountain Fire Protection District	$44,693,680	3.350	$149,724	0.000	$0 ^			0.000	$0	2.950	$131,846
		-0.400	-$17,877	0.000	$0 ~			0.000	$0		
Total:	$709,455,410		$5,461,469		$1,771,445 ^				$329,371		$6,434,425
			-$1,138,206		$0 ~				$10,345		
Water Conservancy Districts											
Bostwick Park Water Conservancy District	$3,409,120	0.981	$3,344	0.000	$0 ^			0.000	$0	0.984	$3,355
		0.000	$0	0.000	$0 ~			0.003	$10		
Crawford Water Conservancy District	$42,800	0.448	$19	0.000	$0 ^			0.000	$0	0.448	$19
		0.000	$0	0.000	$0 ~			0.000	$0		
Fruitland Mesa Water Conservancy District	$72,120	0.000	$0	0.000	$0 ^			0.000	$0	0.000	$0
		0.000	$0	0.000	$0 ~			0.000	$0		

Local Improvement and Service Districts

	Assessed Value	(1) General (2) Temp Tax		(3) Bond Redemption^ (4) Contractual				Capital / Special* Abatement		Total	
		Levy	Revenue	Levy	Revenue	Date	Term	Levy	Revenue	Levy	Revenue
Water Conservancy Districts											
North Fork Water Conservancy District	$43,549,630	0.061	$2,657	0.500	$21,775 ^			0.000	$0	0.561	$24,431
		0.000	$0	0.000	$0 ~			0.000	$0		
Upper Gunnison River Water Conservancy District	$742,784,470	1.951	$1,449,173	0.000	$0 ^			0.000	$0	1.951	$1,449,173
		0.000	$0	0.000	$0 ~			0.000	$0		
Total:	$789,858,140		$1,455,193		$21,775 ^				$0		$1,476,978
			$0		$0 ~				$10		
Other											
Colorado River Water Conservation District	$828,719,720	0.500	$414,360	0.000	$0 ^			0.000	$0	0.501	$415,189
		0.000	$0	0.000	$0 ~			0.001	$829		
East River Regional Sanitation District	$62,391,400	1.846	$115,175	0.000	$0 ^			0.000	$0	1.846	$115,175
		0.000	$0	0.000	$0 ~			0.000	$0		
Gunnison Cemetery District No. 1	$262,218,430	0.764	$200,335	0.000	$0 ^			0.000	$0	0.765	$200,597
		0.000	$0	0.000	$0 ~			0.001	$262		
Gunnison County Library District	$828,719,720	1.934	$1,602,744	0.000	$0 ^			0.000	$0	1.934	$1,602,744
		0.000	$0	0.000	$0 ~			0.000	$0		
Gunnison Valley Regional Housing Authority	$828,719,720	0.000	$0	0.000	$0 ^			0.000	$0	0.000	$0
		0.000	$0	0.000	$0 ~			0.000	$0		
Mt. Crested Butte Water & Sanitation District	$144,795,590	12.309	$1,782,289	0.000	$0 ^			0.000	$0	8.960	$1,297,368
		-3.356	-$485,934	0.000	$0 ~			0.007	$1,014		
Mt. Crested Butte, Colorado Downtown Development Authority	$53,146,400	0.000	$0	0.000	$0 ^			0.000	$0	0.000	$0
		0.000	$0	0.000	$0 ~			0.000	$0		
North Fork Ambulance Health Service District	$51,767,260	6.098	$315,677	0.000	$0 ^			0.000	$0	6.098	$315,677
		0.000	$0	0.000	$0 ~			0.000	$0		

Local Improvement and Service Districts

	Assessed Value	(1) General (2) Temp Tax		(3) Bond Redemption^ (4) Contractual				Capital / Special* Abatement		Total	
		Levy	Revenue	Levy	Revenue	Date	Term	Levy	Revenue	Levy	Revenue
Other											
Total:	$3,060,478,240		$4,430,579		$0 ^				$0		$3,946,749
			-$485,934		$0 ~				$2,105		
Local Improvement and Service District	$3,060,478,240		$14,248,353		$2,724,174 ^				$329,371		$15,558,612
			-$1,758,498		$0 ~				$15,211		

Tax Increment Finance Footnotes

(26001) Crested Butte Fire Protection District includes $13915920 Assessed Valuation and $159268 Revenue attributable to Mt. Crested Butte, Colorado Downtown Development Authority.

(26003) Mt. Crested Butte Water & Sanitation District includes $13915920 Assessed Valuation and $124687 Revenue attributable to Mt. Crested Butte, Colorado Downtown Development Authority.

(26006) Gunnison County includes $13915920 Assessed Valuation and $225229 Revenue attributable to Mt. Crested Butte, Colorado Downtown Development Authority.

(26011) Mt. Crested Butte includes $13915920 Assessed Valuation and $144419 Revenue attributable to Mt. Crested Butte, Colorado Downtown Development Authority.

(64046) Colorado River Water Conservation District includes $13915920 Assessed Valuation and $6972 Revenue attributable to Mt. Crested Butte, Colorado Downtown Development Authority.

(64073) Gunnison County Metro Rec Dist-Crested Butte Subdist includes $13915920 Assessed Valuation and $27832 Revenue attributable to Mt. Crested Butte, Colorado Downtown Development Authority.

(64073) Gunnison County Metropolitan Recreation District includes $13915920 Assessed Valuation and $13916 Revenue attributable to Mt. Crested Butte, Colorado Downtown Development Authority.

(64143) Upper Gunnison River Water Conservancy District includes $13915920 Assessed Valuation and $27150 Revenue attributable to Mt. Crested Butte, Colorado Downtown Development Authority.

(64927) Gunnison RE1J School District includes $13915920 Assessed Valuation and $459198 Revenue attributable to Mt. Crested Butte, Colorado Downtown Development Authority.

(66158) Gunnison County Library District includes $13915920 Assessed Valuation and $26913 Revenue attributable to Mt. Crested Butte, Colorado Downtown Development Authority.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2023 Water Sewer and Landfill Rate Resolutions

Action Requested: Motion

Parties to the Agreement:

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

Summary:

For your review and approval: rate changes for 2023 Water, Sewer, and Landfill

Fiscal Impact:

Submitted by: M. Bollig for Perry Solheim **Submitter's Email Address:** mbollig@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appear legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/15/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/15/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 12/20/2022

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 22-___

A RESOLUTION AMENDING CERTAIN CHARGES AND FEES FOR INTEGRATED SOLID WASTE SERVICES EFFECTIVE JANUARY 1, 2023

THIS RESOLUTION SUPERSEDES RESOLUTION 22-4

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the following charges and fees are hereby established, to be effective January l, 2023:

CHARGE	Fee Distribution Rates per Unit						TOTAL	
	Recycling	Closure	Constr	Sage Grouse	State Fees	Land-fill		
Compacted	17.01	2.9	10.8	3.9	1.22	22.17	**58.00**	/t
Clean Wood	17.01	2.9	10.8	3.9	0	23.39	**58.00**	/t
Concrete <12" Diam.	17.01	2.9	10.8	3.9	0	23.39	**58.00**	/t
Concrete >12" Diam.	16.84	2.87	10.68	3.9	0	47.71	**82.00**	/t
Ground Constr. Debris	17.01	2.9	10.8	3.9	1.22	22.17	**58.00**	/t
Loose	17.01	2.9	10.8	3.9	1.22	44.17	**80.00**	/t
Tires0Passenger	2.42	0.41	1.49	0.36	0	7.32	**12.00**	/ea
Tires0Passenger w/rim	3.44	0.57	2.1	0.55	0	11.33	**18.00**	/ea
Tires0Truck	3.44	0.57	2.1	0.87	0	11.01	**18.00**	/ea
Tires0Truck w/rim	7.1	1.19	4.34	1.75	0	21.63	**36.00**	/ea
Tires0Loader	7.1	1.19	4.34	1.46	0	21.92	**36.00**	/ea
Tires0Loader w/rim	13.98	2.33	8.54	2.91	0	44.24	**72.00**	/ea
Tire Rim	0.56	0	0	0	0	2.44	**3.00**	/ea
Tire Rim w/tire	2.81	0	0	0	0	13.19	**16.00**	/ea
Mattress or Box Spring	0	0	0	0	0	30	**30.00**	/ea
Biosolids	16.85	2.87	10.68	3.9	1.22	46.48	**82.00**	/t
Appliance	2.62	0	0	0	0	12.38	**15.00**	/ea
Refrigerator/Freezer	5.43	0	0	0	0	24.57	**30.00**	/ea
Special Waste	0	2.87	10.68	3.9	1.22	17.33	**36.00**	/t
Beneficial Use	0	0	0	0	0	29	**29.00**	/t
Asbestos	16.81	2.87	10.68	3.9	1.22	264.53	**300.00**	/t
Administration Fee	0	0	0	0	0	215	**215.00**	
Minimum Charge	0	0	0	0	0	15	**15.00**	
Untarped Load Penalty	0	0	0	0	0	144	**144.00**	
Weight Slip	0	0	0	0	0	12	**12.00**	
Failed Inspection	0	0	0	0	0	72	**72.00**	
Ticket Copies	0	0	0	0	0	7	**7.00**	

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

CHARGE	Fee Distribution Rates per Unit						TOTAL	
	Recycling	Closure	Constr	Sage Grouse	State Fees	Landfill		
Compacted	6.39	1.08	4.06	1.44	0.36	8.67	**22.00**	/yd
Clean Wood	5.17	0.88	3.28	1.14	-	7.53	**18.00**	/yd
Concrete <12" Diam.	10.64	1.82	6.75	2.39	-	14.40	**36.00**	/yd
Concrete >12" Diam.	27.58	4.71	17.48	6.39	-	51.84	**108.00**	/yd
Ground Constr. Debris	6.39	1.08	4.06	1.44	0.36	8.67	**22.00**	/yd
Loose	4.67	0.80	2.96	1.05	0.36	12.16	**22.00**	/yd
Biosolids	8.74	1.49	5.54	2.05	0.36	24.82	**43.00**	/yd
Special Waste	-	1.75	6.48	2.34	0.36	11.07	**22.00**	/yd
Beneficial Use	-	-	-	-	-	22.00	**22.00**	/yd
Asbestos	4.04	0.69	2.55	0.94	0.36	63.42	**72.00**	/yd

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

1. Local Tires and Asbestos. Tires and Asbestos will not be accepted from sources outside Gunnison or Hinsdale County.

2. Administration Fee. The Administration Fee shall be collected once per year per type of single source waste that requires a special waste characterization.

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

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Roland Mason, Vice-Chairperson

By _____
Liz Smith, Commissioner

Attest:

_____
Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 22-___

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

THIS RESOLUTION SUPERSEDES RESOLUTION 22-5

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

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

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

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

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof as well as attorneys' fees and other costs of collection, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.

3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee amount will equal the product of the current residential sewer rate according to Appendix A

attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.

4. Vacant Lot Sewer Fee. A vacant lot sewer fee will be charged for each parcel of real property in the Antelope Hills Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The vacant lot sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for sewer service tap connection within the Antelope Hills Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

6. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars ($2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

9. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Antelope Hills Division unless the utility investment fee for that parcel has been paid in full as set forth above.

10. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, a flat fee will be charged for each additional inspection.

11. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

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

INTRODUCED by Commissioner _____, seconded by

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Roland Mason, Vice-Chairperson

By _____
Liz Smith, Commissioner

Attest:

_____
Deputy County Clerk

APPENDIX A

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

		QTRLY BASE RATE					
RESIDENTIAL	$	149.45	per quarter				
COMMERCIAL	$	149.45	per quarter	X	factor	X	# of factor units
VACANT LOT	$	49.92	per quarter				
ADD'L INSPECTION FEE	$	52.00	per additional inspection				

APPENDIX B

GUNNISON COUNTY, COLORADO
ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER UTILITY INVESTMENT FEE

WATER SUPPLY SIZE	STANDARD FEE	AFFORDABLE/ WORKFORCE* FEE
¾"	$ 8,000.00	$ 5,000.00
1"	$ 14,400.00	$ 9,000.00
1 ½"	$ 32,000.00	$ 20,000.00
2"	$ 56,000.00	$ 35,000.00
3"	$ 112,000.00	$ 70,000.00
4"	$ 192,000.00	$ 120,000.00
6"	$ 384,000.00	$ 240,000.00

NOTE: Fees are based on either the water meter size or the line size from the well to the structure when no meter is present.

* Deed restricted housing unit.

APPENDIX C

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

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 22-___

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

THIS RESOLUTION SUPERSEDES RESOLUTION 22-6

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

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

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

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof as well as attorneys' fees and other costs of collection, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Water User Fees. User fees for each residence will be charged upon final meter inspection by the Gunnison County Utility Department. Any user with a three-quarter inch (3/4") meter will be considered a residential user for billing purposes. Additionally, all integrated secondary residences, secondary or accessory residences, multiple-family residences, townhomes, or condominiums will be billed at the residential rate. Base user fees will be billed in advance and overage user fees will be billed in arrears.

3. Availability of Service Fee. An availability of service fee will be charged for each parcel of real property in the Antelope Hills Division which has water service available to that parcel but which parcel is not connected to the Division water lines. The availability of service fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

4. Utility Investment Fee. There is a fee for water service tap connection within the Antelope Hills Division for each connection based on Appendix B attached hereto according to meter size. The utility investment fee includes the cost of a Gunnison County water meter and required installation materials. This fee also includes the first inspection of the meter. If an additional inspection is required, the additional inspection fee will be charged.

5. Excessive Connection Costs. Water service will be extended to the property line, unless cost of such extension of service exceeds three thousand dollars ($3,000) or the product of the number of new users to be served by said sewer extension and three thousand dollars ($3,000). Costs exceeding three thousand dollars for a single user or the product of the number of new users to be served by said sewer extension and three thousand dollars ($3,000) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

6. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Antelope Hills Division unless the utility investment fee for that parcel has been paid in full as set forth above.

7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the water system is used.

8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

9. Additional Inspection Fee. The first inspection of the water service line is included with the meter fee. If an additional inspection is required, the additional inspection fee will be charged.

10. Repair Responsibility. Customers are responsible for costs associated with leaks and repairs that occur after water has passed through the curb stop. The County is responsible for costs associated with leaks and repairs on the main line, the service line that reaches from the main line to the curb stop, and the curb stop.

11. Meter Malfunction. Should a customer reasonably and prudently believe a meter is malfunctioning, a replacement meter and/or readout will be provided free of charge. The replacement meter and/or readout must be installed by a licensed plumber at the customer's expense.

12. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

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

INTRODUCED by Commissioner _____, seconded by

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Roland Mason, Vice-Chairperson

By _____
Liz Smith, Commissioner

Attest:

_____
Deputy County Clerk

APPENDIX A

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

	QTRLY BASE RATE		BASE GAL.	OVERAGE RATES
RESIDENTIAL	$ 171.91	per quarter	18,000	$ 4.68 / 1,000 gal. to 36,000 gal. $ 7.49 / 1,000 gal. over 36,000 gal.
AVAILABILITY OF SERVICE	$ 34.32	per quarter		
ADD'L INSPECTION FEE	$ 52.00	per additional inspection		

APPENDIX B

GUNNISON COUNTY, COLORADO
ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - WATER UTILITY INVESTMENT FEE

METER SIZE	STANDARD FEE	AFFORDABLE WORKFORCE FEE
¾"	$ 6,000.00	$ 1,680.00
1"	$ 8,000.00	$ 2,240.00
1 ½"	$ 11,000.00	$ 3,080.00
2"	$ 14,000.00	$ 3,920.00
3"	$ 21,000.00	$ 5,880.00
4"	$ 28,000.00	$ 7,840.00
6"	$ 41,000.00	$ 11,480.00

NOTE: Fees are based on water meter size.

* Deed restricted housing unit.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 22-___

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

THIS RESOLUTION SUPERSEDES RESOLUTION 22-7

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

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

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

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

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof as well as attorneys' fees and other costs of collection, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.

3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee

amount will equal the product of the current residential sewer rate according to Appendix A attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.

4. Vacant Lot Sewer Fee. A vacant lot sewer fee will be charged for each parcel of real property in the Dos Rios Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The vacant lot sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for sewer service tap connection within the Dos Rios Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

6. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars ($2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

9. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Dos Rios Division unless the utility investment fee for that parcel has been paid in full as set forth above.

10. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, a flat fee will be charged for each additional inspection.

11. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

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

INTRODUCED by Commissioner _____, seconded by

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Roland Mason, Vice-Chairperson

By _____
Liz Smith, Commissioner

Attest:

_____
Deputy County Clerk

APPENDIX A

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

	QTRLY BASE RATE					
RESIDENTIAL	$ 164.74	per quarter				
COMMERCIAL	$ 164.74	per quarter	X	factor	X	# of factor units
VACANT LOT	$ 56.47	per quarter				
ADD'L INSPECTION FEE	$ 52.00	per additional inspection				

APPENDIX B

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

WATER SUPPLY SIZE	FEE	AFFORDABLE/ WORKFORCE* FEE
¾"	$ 8,000.00	$ 5,000.00
1"	$ 14,400.00	$ 9,000.00
1 ½"	$ 32,000.00	$ 20,000.00
2"	$ 56,000.00	$ 35,000.00
3"	$ 112,000.00	$ 70,000.00
4"	$ 192,000.00	$ 120,000.00
6"	$ 384,000.00	$ 240,000.00

NOTE: Fees are based on either the water meter size or the line size from the well to the structure when no meter is present.

* Deed restricted housing unit.

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

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 22-___

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

THIS RESOLUTION SUPERSEDES RESOLUTION 22-8

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

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

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

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof as well as attorneys' fees and other costs of collection, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Water User Fees. User fees for each residence will be charged upon final meter inspection by the Gunnison County Utility Department. Any user with a three-quarter inch (3/4") meter will be considered a residential user for billing purposes. Additionally, all integrated secondary residences, secondary or accessory residences, multiple-family residences, townhomes, or condominiums will be billed at the residential rate. Base user fees will be billed in advance and overage user fees will be billed in arrears.

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

product of the factor according to Appendix C and the number of factor units according to Appendix C.

The base gallons for each commercial connection will equal the product of the ERUs and the residential base gallons according to Appendix A attached hereto.

4. Availability of Service Fee. An availability of service fee will be charged for each parcel of real property in the Dos Rios Division which has water service available to that parcel but which parcel is not connected to the Division water lines. The availability of service fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for water service tap connection within the Dos Rios Division for each connection based on Appendix B attached hereto according to meter size. The utility investment fee includes the cost of a Gunnison County water meter and required installation materials. This fee also includes the first inspection of the meter. If an additional inspection is required, the additional inspection fee will be charged.

6. Excessive Connection Costs. Water service will be extended to the property line, unless cost of such extension of service exceeds three thousand dollars ($3,000) or the product of the number of new users to be served by said sewer extension and three thousand dollars ($3,000). Costs exceeding three thousand dollars for a single user or the product of the number of new users to be served by said sewer extension and three thousand dollars ($3,000) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

7. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Dos Rios Division unless the utility investment fee for that parcel has been paid in full as set forth above.

8. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the water system is used.

9. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

10. Additional Inspection Fee. The first inspection of the water service line is included with the meter fee. If an additional inspection is required, the additional inspection fee will be charged.

11. Repair Responsibility. Customers are responsible for costs associated with leaks and repairs that occur after water has passed through the curb stop. The County is responsible for costs associated with leaks and repairs on the main line, the service line that reaches from the main line to the curb stop, and the curb stop.

12. Meter Malfunction. Should a customer reasonably and prudently believe a meter is malfunctioning, a replacement meter and/or readout will be provided free of charge. The replacement meter and/or readout must be installed by a licensed plumber at the customer's expense.

13. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

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

INTRODUCED by Commissioner _____, seconded by

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Roland Mason, Vice-Chairperson

By _____
Liz Smith, Commissioner

Attest:

_____
Deputy County Clerk

APPENDIX A

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

	QTRLY BASE RATE	BASE GAL.	OVERAGE RATES
RESIDENTIAL	$ 122.62 per quarter	18,000	$ 7.04 / 1,000 gal. to 36,000 gal. $ 11.14 / 1,000 gal. over 36,000 gal.
COMMERCIAL	See Appendix C	See Appendix C	$ 7.40 / 1,000 gal. over base gal.
AVAILABILITY OF SERVICE	$ 51.48 per quarter		
ADD'L INSPECTION FEE	$ 52.00 per additional inspection		

APPENDIX B

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

METER SIZE	STANDARD FEE	AFFORDABLE/ WORKFORCE* FEE
3/4"	$ 6,000.00	$ 1,680.00
1"	$ 8,000.00	$ 2,240.00
1 1/2"	$ 11,000.00	$ 3,080.00
2"	$ 14,000.00	$ 3,920.00
3"	$ 21,000.00	$ 5,880.00
4"	$ 28,000.00	$ 7,840.00
6"	$ 41,000.00	$ 11,480.00

NOTE: Fees are based on water meter size.

* Deed restricted housing unit.

APPENDIX C

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

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 22-___

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

THIS RESOLUTION SUPERSEDES RESOLUTION 22-9

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

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

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

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

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof as well as attorneys' fees and other costs of collection, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.

3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee amount will equal the product of the current residential sewer rate (partial tap) according to

Appendix A attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.

4. Vacant Lot Sewer Fee. A vacant lot sewer fee will be charged for each parcel of real property in the North Gunnison Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The vacant lot sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for sewer service tap connection within the North Gunnison Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

6. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars ($2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

9. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the North Gunnison Division unless the utility investment fee for that parcel has been paid in full as set forth above.

10. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, a flat fee will be charged for each additional inspection.

11. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

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

INTRODUCED by Commissioner _____, seconded by

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Roland Mason, Vice-Chairperson

By _____
Liz Smith, Commissioner

Attest:

_____
Deputy County Clerk

APPENDIX A

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

		QTRLY BASE RATE					
RESIDENTIAL-PHASE I	$	220.38	per quarter				
*Original users adjacent to City of Gunnison system							
RESIDENTIAL-PHASE II	$	322.19	per quarter				
*All users for which the system was extended during USDA/DOLA/CWPA construction							
COMMERCIAL	$	322.19	per quarter	X	factor	X	# of factor units
VACANT LOT	$	197.91	per quarter				
ADD'L INSPECTION FEE	$	52.00	per additional inspection				

APPENDIX B

GUNNISON COUNTY, COLORADO
NORTH GUNNISON DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER UTILITY INVESTMENT FEE

WATER SUPPLY SIZE	STANDARD FEE PAYING AVAILABILITY	STANDARD FEE NOT PAYING AVAILABILITY	AFFORDABLE/ WORKFORCE* FEE
¾"	$8,000	$13,000	$5,000
1"	$14,400	$19,400	$9,000
1 ½"	$32,000	$37,000	$20,000
2"	$56,000	$61,000	$35,000
3"	$112,000	$117,000	$70,000
4"	$192,000	$197,000	$120,000
6"	$384,000	$389,000	$240,000

NOTE: Fees are based on either the water meter size or the line size from the well to the structure when no meter is present.

* Deed restricted housing unit.

APPENDIX C

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

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 22-___

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

THIS RESOLUTION SUPERSEDES RESOLUTION 22-10

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

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

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

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

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

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof as well as attorneys' fees and other costs of collection, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. User fees will be billed in advance.

3. Vacant Lot Sewer Fee. A vacant lot sewer fee will be charged for each parcel of real property in the Somerset Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The vacant lot sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

4. Utility Investment Fee. There is a fee for sewer service tap connection within the Somerset Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

5. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars ($2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

6. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

7. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

8. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Somerset Division unless the utility investment fee for that parcel has been paid in full as set forth above.

9. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, a flat fee will be charged for each additional inspection.

10. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

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

INTRODUCED by Commissioner _____, seconded by

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Roland Mason, Vice-Chairperson

By _____
Liz Smith, Commissioner

Attest:

_____
Deputy County Clerk

APPENDIX A

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

	QTRLY BASE RATE	
RESIDENTIAL	$ 277.62	per quarter
VACANT LOT	$ 91.61	per quarter
ADD'L INSPECTION FEE	$ 52.00	per additional inspection

APPENDIX B

GUNNISON COUNTY, COLORADO
SOMERSET DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER UTILITY INVESTMENT FEE

WATER SUPPLY SIZE	STANDARD FEE	AFFORDABLE/ WORKFORCE* FEE
¾"	$ 8,000.00	$ 5,000.00
1"	$ 14,400.00	$ 9,000.00

NOTE: Fees are based on either the water meter size or the line size from the well to the structure when no meter is present.

* Deed restricted housing unit.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 22-___

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

THIS RESOLUTION SUPERSEDES RESOLUTION 22-11

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

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

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

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

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

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

1. Schedule of Rates. The customer currently served by the Tomichi Division will pay actual costs of operation and maintenance of the Tomichi Division. Payments will be made on a reimbursement basis, billed by the end the month following each calendar quarter. Amounts due will be considered past due if unpaid by the end of the calendar quarter following the then current calendar quarter. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof as well as attorneys' fees and other costs of collection, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Utility Investment Fee. There is a fee for sewer service tap connection within the Tomichi Division for each connection based on Appendix A attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

3. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars ($2,500) or the product of the number of new users to be served by said sewer extension and two thousand five

hundred dollars ($2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

4. Minimum Charges. The user connected to the system shall pay the actual costs four quarters per year whether or not the property is occupied or the sewer system is used.

5. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

6. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

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

INTRODUCED by Commissioner _____, seconded by

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Roland Mason, Vice-Chairperson

By _____
Liz Smith, Commissioner

Attest:

_____
Deputy County Clerk

APPENDIX A

GUNNISON COUNTY, COLORADO
TOMICHI DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER UTILITY INVESTMENT FEE

WATER SUPPLY SIZE	STANDARD FEE
¾"	$ 8,000.00
1"	$ 14,400.00
1 ½"	$ 32,000.00
2"	$ 56,000.00
3"	$ 112,000.00
4"	$ 192,000.00
6"	$ 384,000.00

NOTE: Fees are based on either the water meter size or the line size from the well to the structure when no meter is present.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: November 2022 Cash Transfer

Action Requested: Motion

Parties to the Agreement:

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

Summary:

November 2022 Cash Transfer Report

Fiscal Impact: $9,374,674.15

Submitted by: Kelly Weak **Submitter's Email Address:** kweak@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/15/2022

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

Comments:

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

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/15/2022

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 2

Agenda Date: 12/20/2022

Revised April 2015

GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
November-22

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(549,226.35)
130	95 11122	General - Payroll Account	808,722.40	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	(69.19)
147	01 11106	General - Revenue Clearing	0.00	(2,504,128.45)
002	02 11900	Road & Bridge	0.00	(30,185.44)
003	03 11900	Human Services	0.00	(38,855.34)
004	04 11900	Public Health Agency	0.00	(108,495.55)
007	07 11900	Conservation Trust	0.00	0.00
008	08 11900	Bond Fund	0.00	(1,544,694.28)
101	08 11101	Series 2020 Bond Reserve	0.00	(233.35)
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	0.00	(371,961.50)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	388,236.72	0.00
013	13 11900	Land Preservation	62,210.61	0.00
030	30 11900	Mosquito Control	1,157.65	0.00
032	32 11900	Sage Grouse Trust	32,804.53	0.00
034	34 11900	Risk Management	0.00	(18,034.32)
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	(3,033,485.96)
050	50 11900	Gunnison County Sewer	0.00	(124,602.19)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(14,325.03)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(161,152.05)
125	52 11101	Solid Waste - Landfill Closure	25,079.32	0.00
126	52 11102	Solid Waste - Landfill Const	93,301.92	0.00
070	70 11900	Housing Authority	1,923,834.18	0.00
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	(11,016.59)
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	(274,315.25)
082	82 11900	ISF-II	0.00	(10,553.51)
090	90 11900	Health Insurance Trust	37,338.89	0.00
115	90 11101	Health Insurance Claims	120,566.14	0.00
091	91 11900	Local Marketing District	83,372.73	0.00
092	92 11900	Transportation Authority	0.00	(574,365.58)
093	93 11900	Public Trustee Agency	0.00	(4,974.22)
145	95 11121	Accounts Payable Clearing	5,798,049.06	0.00
		TOTALS	**$ 9,374,674.15**	**$ (9,374,674.15)**

TRANSFER FOR JOURNAL ENTRIES:
211002, 211003, 211004, 211005, 211006, 209324, 210240, 210286, 210287, 210288, 210333, 211058, 211075, 211113, 211115, 211116, 211118, 211148, 211152, 211176, 211177, 211178, 211179, 211180, 211184, 211204, 211205, 211218, 211219, 211229, 211183, 211150, PRJ NOV, AP NOV, GBI NOV, GBB, ADJ,

PREPARED BY: _____ DATE: 12/9/22

AUTHORIZED BY: _____ DATE: 12/12/22

RECEIVED BY TREASURER: _____ DATE: 12-12-22

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
November-22

Balance	JE's	Description	Finance Business Date	01 General Fund 01 11900	01 Water Resource Prot. 01 11102	01 Workforce Impact Fees 01 11103	01 Courthouse Renovation 01 11105	01 Revenue Clearing 01 11106	02 Road & Bridge 02 11900	03 Human Services 03 11900	04 Public Health 04 11900
-	211002,	STND1: VEHICLE/EQUIPMENT RENT	11/30/2022	(20,262.96)						(315.41)	
-	211003,	STND2: BUDGETED INTERFUND TRANSF	11/30/2022	47,476.65					(6,947.50)		(5,185.83)
-	211004,	STND3: MAPPING SYSTEM CHARGES	11/30/2022	(11,863.41)					(1,675.91)	(22.08)	(22.08)
-	211005,	STND4: TELEPHONE/FAX SYSTEM CHARGES	11/30/2022	(3,503.33)					(300.00)	(510.00)	(720.00)
-	211006,	STND5: COMPUTER SYSTEM CHARGES	11/30/2022	(20,687.46)					(1,461.67)	(1,490.01)	(3,898.32)
-	209324,	PCARD DISTRIBUTION SEP	9/30/2022	55,400.70					(4,019.82)	(11,675.33)	(14,504.94)
-	210240,	LANDFILL ALLOCATION OCT	10/31/2022								
-	210286,	MOTORPOOL RENTS OCT	10/31/2022	(2,829.96)							(418.95)
-	210287,	VEHICLE MAINTENACE	10/31/2022	(10.00)							
-	210288,	UNIT 981 MAINT	10/31/2022	(886.10)							
-	210333,	RECLASS RES CASH	10/31/2022	69.19			(69.19)				
-	211058,	RECLASS CLAIM EXPENSE	11/1/2022								
-	211075,	WEED NOV	11/30/2022	(765.00)							
-	211113,	RECLASS CLAIM EXPENSE	11/1/2022								
-	211115,	RECLASS CLAIM EXPENSE	11/1/2022								
-	211116,	RECLASS CLAIM EXPENSE	11/1/2022								
	211118,	RECLASS CLAIM EXPENSE	11/1/2022								
-	211148,	RECORD PW COMP EARNED NOV	11/30/2022	(25.64)					1,371.24		
-	211152,	REC MED/DEN/FLEX/Rx CHECKS OCT	11/30/2022	(3,792.76)							
-	211176,	COPIES BLACK OCT 2022	11/30/2022	(596.48)					(0.04)	(2.16)	(32.76)
-	211177,	COPIES COLOR OCT 2022	11/30/2022	(693.66)						(14.04)	(16.56)
-	211178,	POSTAGE USE NOV 2022	11/30/2022	(1,585.33)							(4.56)
-	211179,	PH PHOTOCOPY NOV	11/30/2022	(7.20)							(566.64)
-	211180,	RECLASS AR	11/30/2022	95.99						(69.00)	(26.99)
-	211184,	MOTORPOOL RENTS NOV	11/30/2022	(3,393.18)							
-	211204,	RECLASS SAWTOOTH HOUSING	11/30/2022								
-	211205,	RECLASS ARPA	11/30/2022								
-	211218,	RECLASS WHETSTONE HOUSING	11/30/2022								
-	211219,	DHS RENT NOV	11/30/2022	9,433.00						(9,433.00)	
-	211229,	CASH TRANSFER FOR SHORTAGE	11/30/2022						(115,000.00)		
-											
-											
-											
-	211183,	REVENUE CLEARING ACTIVITY NOV	11/30/2022	128,676.06				(2,504,128.45)	295,731.77	125,348.93	142,212.05
-	211150,	NET PAYROLL TRANSFER	11/30/2022	(808,722.40)							
-	PRJ NOV,	Payroll Journals	11/30/2022	451,293.44					(145,984.12)	(120,984.12)	(151,611.89)
-	AP NOV,	AP CLEARING NOVEMBER	11/30/2022	(361,996.81)					(51,251.82)	(19,689.12)	(73,698.08)
-	GBI NOV,	LANDFILL INTERFUND CHARGES	11/30/2022	(49.70)					(647.57)		
-		TOTALS		(549,226.35)	-	-	(69.19)	(2,504,128.45)	(30,185.44)	(38,855.34)	(108,495.55)

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
November-22

JE's	Description	Finance Business Date	07 Conservation Trust 07 11900	08 Bond Fund 08 11900	08 Series 2010 Bond Reserve 08 11101	08 Series 2013 Bond Reserve 08 11102	10 Airport Operations 10 11900	10 Terminal Construction 10 11101	12 Sales Tax 12 11900	13 Land Preservation 13 11900	30 Mosquito Control 30 11900
211002,	STND1: VEHICLE/EQUIPMENT RENT	11/30/2022					(502.25)				
211003,	STND2: BUDGETED INTERFUND TRANSF	11/30/2022					(4,635.00)		(10,935.00)		1,315.00
211004,	STND3: MAPPING SYSTEM CHARGES	11/30/2022					(22.08)				
211005,	STND4: TELEPHONE/FAX SYSTEM CHARGES	11/30/2022					(246.67)				
211006,	STND5: COMPUTER SYSTEM CHARGES	11/30/2022					(1,250.00)				
209324,	PCARD DISTRIBUTION SEP	9/30/2022					(1,649.96)				
210240,	LANDFILL ALLOCATION OCT	10/31/2022									
210286,	MOTORPOOL RENTS OCT	10/31/2022									
210287,	VEHICLE MAINTENACE	10/31/2022									
210288,	UNIT 981 MAINT	10/31/2022									
210333,	RECLASS RES CASH	10/31/2022		233.35	(233.35)						
211058,	RECLASS CLAIM EXPENSE	11/1/2022									
211075,	WEED NOV	11/30/2022					765.00				
211113,	RECLASS CLAIM EXPENSE	11/1/2022									
211115,	RECLASS CLAIM EXPENSE	11/1/2022									
211116,	RECLASS CLAIM EXPENSE	11/1/2022									
211118,	RECLASS CLAIM EXPENSE	11/1/2022									
211148,	RECORD PW COMP EARNED NOV	11/30/2022									
211152,	REC MED/DEN/FLEX/Rx CHECKS OCT	11/30/2022									
211176,	COPIES BLACK OCT 2022	11/30/2022					(43.27)				
211177,	COPIES COLOR OCT 2022	11/30/2022					(83.71)				
211178,	POSTAGE USE NOV 2022	11/30/2022									
211179,	PH PHOTOCOPY NOV	11/30/2022									
211180,	RECLASS AR	11/30/2022									
211184,	MOTORPOOL RENTS NOV	11/30/2022									
211204,	RECLASS SAWTOOTH HOUSING	11/30/2022									
211205,	RECLASS ARPA	11/30/2022									
211218,	RECLASS WHETSTONE HOUSING	11/30/2022									
211219,	DHS RENT NOV	11/30/2022									
211229,	CASH TRANSFER FOR SHORTAGE	11/30/2022									
211183,	REVENUE CLEARING ACTIVITY NOV	11/30/2022					203,185.91		590,279.78	62,210.61	
211150,	NET PAYROLL TRANSFER	11/30/2022									
PRJ NOV,	Payroll Journals	11/30/2022					(77,131.37)				
AP NOV,	AP CLEARING NOVEMBER	11/30/2022		(1,544,927.63)			(490,348.10)		(191,108.06)		(157.35)
GBI NOV,	LANDFILL INTERFUND CHARGES	11/30/2022									
	TOTALS		-	(1,544,694.28)	(233.35)	-	(371,961.50)	-	388,236.72	62,210.61	1,157.65

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
November-22

JE's	Description	Finance Business Date	32 Sage Grouse 32 11900	34 Risk Management 34 11900	41 Airport Construction 41 11900	43 Capital Expenditures 43 11900	50 Sewer Fund 50 11900	50 Sewer Bond Reserve 50 11101	51 Water Fund 51 11900	51 Water Bond Reserve 51 11101	52 Solid Waste 52 11900
211002,	STND1: VEHICLE/EQUIPMENT RENT	11/30/2022					(397.12)		(576.68)		(12,618.14)
211003,	STND2: BUDGETED INTERFUND TRANSF	11/30/2022					(4,216.64)		1,558.31		(6,092.49)
211004,	STND3: MAPPING SYSTEM CHARGES	11/30/2022							(661.50)		
211005,	STND4: TELEPHONE/FAX SYSTEM CHARGES	11/30/2022									(30.00)
211006,	STND5: COMPUTER SYSTEM CHARGES	11/30/2022							(84.17)		(256.66)
209324,	PCARD DISTRIBUTION SEP	9/30/2022									(5,415.02)
210240,	LANDFILL ALLOCATION OCT	10/31/2022	33,686.58								(152,067.82)
210286,	MOTORPOOL RENTS OCT	10/31/2022									
210287,	VEHICLE MAINTENACE	10/31/2022									
210288,	UNIT 981 MAINT	10/31/2022									
210333,	RECLASS RES CASH	10/31/2022									
211058,	RECLASS CLAIM EXPENSE	11/1/2022		1,000.00							
211075,	WEED NOV	11/30/2022									
211113,	RECLASS CLAIM EXPENSE	11/1/2022		1,500.00							
211115,	RECLASS CLAIM EXPENSE	11/1/2022		439.02							
211116,	RECLASS CLAIM EXPENSE	11/1/2022		1,270.64							
211118,	RECLASS CLAIM EXPENSE	11/1/2022		908.31							
211148,	RECORD PW COMP EARNED NOV	11/30/2022							(54.71)		(1,183.79)
211152,	REC MED/DEN/FLEX/Rx CHECKS OCT	11/30/2022									
211176,	COPIES BLACK OCT 2022	11/30/2022									
211177,	COPIES COLOR OCT 2022	11/30/2022									
211178,	POSTAGE USE NOV 2022	11/30/2022									
211179,	PH PHOTOCOPY NOV	11/30/2022									
211180,	RECLASS AR	11/30/2022									
211184,	MOTORPOOL RENTS NOV	11/30/2022									
211204,	RECLASS SAWTOOTH HOUSING	11/30/2022				1,365,663.22					
211205,	RECLASS ARPA	11/30/2022				(3,389,616.50)					
211218,	RECLASS WHETSTONE HOUSING	11/30/2022				94,519.20					
211219,	DHS RENT NOV	11/30/2022									
211229,	CASH TRANSFER FOR SHORTAGE	11/30/2022									115,000.00
211183,	REVENUE CLEARING ACTIVITY NOV	11/30/2022									35.07
211150,	NET PAYROLL TRANSFER	11/30/2022									
PRJ NOV,	Payroll Journals	11/30/2022					(2,401.30)		(11,118.85)		(49,650.82)
AP NOV,	AP CLEARING NOVEMBER	11/30/2022	(882.05)	(23,152.29)		(1,104,051.88)	(117,587.13)		(3,387.43)		(49,569.65)
GBI NOV,	LANDFILL INTERFUND CHARGES	11/30/2022									697.27
	TOTALS		32,804.53	(18,034.32)	-	(3,033,485.96)	(124,602.19)	-	(14,325.03)	-	(161,152.05)

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
November-22

JE's	Description	Finance Business Date	52 Landfill Closure 52 11101	52 Landfill Construction 52 11102	70 Housing Authority 70 11900	70 Hsg Auth Deposits 70 11101	70 Hsg Auth Hsg Sales 70 11102	71 Senior Housing 71 11900	71 Senior Hsg. Deposits 71 11101	72 Assisted Living 72 11900	80 Internal Service I 80 11900
211002,	STND1: VEHICLE/EQUIPMENT RENT	11/30/2022									34,787.14
211003,	STND2: BUDGETED INTERFUND TRANSF	11/30/2022			(810.00)						3,106.66
211004,	STND3: MAPPING SYSTEM CHARGES	11/30/2022			(22.08)						
211005,	STND4: TELEPHONE/FAX SYSTEM CHARGES	11/30/2022									(30.00)
211006,	STND5: COMPUTER SYSTEM CHARGES	11/30/2022									(84.17)
209324,	PCARD DISTRIBUTION SEP	9/30/2022									(3,545.74)
210240,	LANDFILL ALLOCATION OCT	10/31/2022	25,079.32	93,301.92							
210286,	MOTORPOOL RENTS OCT	10/31/2022									3,343.41
210287,	VEHICLE MAINTENACE	10/31/2022									10.00
210288,	UNIT 981 MAINT	10/31/2022									886.10
210333,	RECLASS RES CASH	10/31/2022									
211058,	RECLASS CLAIM EXPENSE	11/1/2022									(1,000.00)
211075,	WEED NOV	11/30/2022									
211113,	RECLASS CLAIM EXPENSE	11/1/2022									(1,500.00)
211115,	RECLASS CLAIM EXPENSE	11/1/2022									(439.02)
211116,	RECLASS CLAIM EXPENSE	11/1/2022									(1,270.64)
211118,	RECLASS CLAIM EXPENSE	11/1/2022									(908.31)
211148,	RECORD PW COMP EARNED NOV	11/30/2022									(107.10)
211152,	REC MED/DEN/FLEX/Rx CHECKS OCT	11/30/2022									
211176,	COPIES BLACK OCT 2022	11/30/2022									
211177,	COPIES COLOR OCT 2022	11/30/2022									
211178,	POSTAGE USE NOV 2022	11/30/2022									
211179,	PH PHOTOCOPY NOV	11/30/2022									
211180,	RECLASS AR	11/30/2022									
211184,	MOTORPOOL RENTS NOV	11/30/2022									3,393.18
211204,	RECLASS SAWTOOTH HOUSING	11/30/2022			(1,365,663.22)						
211205,	RECLASS ARPA	11/30/2022			3,389,616.50						
211218,	RECLASS WHETSTONE HOUSING	11/30/2022			(94,519.20)						
211219,	DHS RENT NOV	11/30/2022									
211229,	CASH TRANSFER FOR SHORTAGE	11/30/2022									
211183,	REVENUE CLEARING ACTIVITY NOV	11/30/2022						9,133.00			
211150,	NET PAYROLL TRANSFER	11/30/2022									
PRJ NOV,	Payroll Journals	11/30/2022									(63,526.30)
AP NOV,	AP CLEARING NOVEMBER	11/30/2022			(4,767.82)			(20,149.59)			(247,430.46)
GBI NOV,	LANDFILL INTERFUND CHARGES	11/30/2022									
	TOTALS		25,079.32	93,301.92	1,923,834.18	-	-	(11,016.59)	-	-	(274,315.25)

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
November-22

JE's	Description	Finance Business Date	82 Internal Service II 82 11900	90 Health Insurance 90 11900	90 Health Claims Clearing 90 11101	91 Marketing District 91 11900	92 Transportation Authority 92 11900	93 Public Trustee 93 11900	95 Accounts Pay Clearing 95 11121	95 Payroll Clearing 95 11122
211002,	STND1: VEHICLE/EQUIPMENT RENT	11/30/2022	(114.58)							
211003,	STND2: BUDGETED INTERFUND TRANSF	11/30/2022	(5,305.00)	(4,888.33)		(3,465.83)	(975.00)			
211004,	STND3: MAPPING SYSTEM CHARGES	11/30/2022	14,289.14							
211005,	STND4: TELEPHONE/FAX SYSTEM CHARGES	11/30/2022	5,370.00					(30.00)		
211006,	STND5: COMPUTER SYSTEM CHARGES	11/30/2022	29,412.46					(200.00)		
209324,	PCARD DISTRIBUTION SEP	9/30/2022	(12,012.12)	(2,535.27)				(42.50)		
210240,	LANDFILL ALLOCATION OCT	10/31/2022								
210286,	MOTORPOOL RENTS OCT	10/31/2022	(94.50)							
210287,	VEHICLE MAINTENACE	10/31/2022								
210288,	UNIT 981 MAINT	10/31/2022								
210333,	RECLASS RES CASH	10/31/2022								
211058,	RECLASS CLAIM EXPENSE	11/1/2022								
211075,	WEED NOV	11/30/2022								
211113,	RECLASS CLAIM EXPENSE	11/1/2022								
211115,	RECLASS CLAIM EXPENSE	11/1/2022								
211116,	RECLASS CLAIM EXPENSE	11/1/2022								
211118,	RECLASS CLAIM EXPENSE	11/1/2022								
211148,	RECORD PW COMP EARNED NOV	11/30/2022								
211152,	REC MED/DEN/FLEX/Rx CHECKS OCT	11/30/2022		(116,773.38)	120,566.14					
211176,	COPIES BLACK OCT 2022	11/30/2022	674.71							
211177,	COPIES COLOR OCT 2022	11/30/2022	807.97							
211178,	POSTAGE USE NOV 2022	11/30/2022	1,589.89							
211179,	PH PHOTOCOPY NOV	11/30/2022	573.84							
211180,	RECLASS AR	11/30/2022								
211184,	MOTORPOOL RENTS NOV	11/30/2022								
211204,	RECLASS SAWTOOTH HOUSING	11/30/2022								
211205,	RECLASS ARPA	11/30/2022								
211218,	RECLASS WHETSTONE HOUSING	11/30/2022								
211219,	DHS RENT NOV	11/30/2022								
211229,	CASH TRANSFER FOR SHORTAGE	11/30/2022								
211183,	REVENUE CLEARING ACTIVITY NOV	11/30/2022				378,113.02	569,202.25			
211150,	NET PAYROLL TRANSFER	11/30/2022								808,722.40
PRJ NOV,	Payroll Journals	11/30/2022	(30,418.08)	206,235.13				(4,701.72)		
AP NOV,	AP CLEARING NOVEMBER	11/30/2022	(15,327.24)	(44,699.26)		(291,274.46)	(1,142,592.83)		5,798,049.06	
GBI NOV,	LANDFILL INTERFUND CHARGES	11/30/2022								
	TOTALS		(10,553.51)	37,338.89	120,566.14	83,372.73	(574,365.58)	(4,974.22)	5,798,049.06	808,722.40

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Sales Tax - LMD Reports

Action Requested:

Parties to the Agreement:

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

Summary:

October 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: GUNCOUNTY1\PSolheim Discharge Date: 12/15/2022

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

Comments:

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

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/15/2022

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 2

Agenda Date: 12/20/2022

Revised April 2015

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	25,796,768	28,196,350	31,629,842	24,126,432	20,457,915	0	0	226,235,507
Crested Butte	14,992,677	16,681,498	17,221,472	7,933,378	8,726,989	15,911,249	20,921,043	18,437,867	17,020,353	10,727,318	0	0	148,573,844
Mt. Crested Butte	6,535,099	8,287,717	12,249,117	2,144,364	1,548,296	4,216,835	6,653,868	4,611,501	4,234,447	2,374,698	0	0	52,855,942
Marble	102,381	141,319	148,498	113,763	262,147	534,477	468,330	450,330	565,280	390,700	0	0	3,177,225
Pitkin	16,078	57,347	54,260	93,995	64,328	160,633	481,740	328,952	236,439	48,859	0	0	1,542,631
Unincorporated	11,167,071	10,312,892	13,338,354	11,108,839	13,524,789	21,307,219	20,393,061	19,704,387	19,725,170	17,099,249	0	0	157,681,031
TOTAL TAXABLE SALES	51,780,854	53,542,844	63,450,637	39,284,953	44,795,580	67,927,181	77,114,392	75,162,879	65,908,121	51,098,739	0	0	590,066,180
Computed 1% Sales Tax	**517,808.54**	**535,428.44**	**634,506.37**	**392,849.53**	**447,955.80**	**679,271.81**	**771,143.92**	**751,628.79**	**659,081.21**	**510,987.39**	**0.00**	**0.00**	**5,900,661.80**
% Incr(Decr) of 2022 over 2021	**22.44%**	**16.01%**	**22.41%**	**10.51%**	**11.23%**	**12.32%**	**9.24%**	**20.70%**	**2.88%**	**8.58%**			

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
TOTAL TAXABLE SALES	42,289,834	46,152,517	51,834,277	35,547,664	40,272,510	60,478,994	70,588,636	62,273,651	64,060,054	47,061,943	42,368,082	55,581,595	618,509,757
Computed 1% Sales Tax	**422,898.34**	**461,525.17**	**518,342.77**	**355,476.64**	**402,725.10**	**604,789.94**	**705,886.36**	**622,736.51**	**640,600.54**	**470,619.43**	**423,680.82**	**555,815.95**	**6,185,097.57**
% Incr(Decr) of 2021 over 2020	**11.54%**	**21.90%**	**67.66%**	**39.42%**	**34.53%**	**40.95%**	**22.20%**	**17.97%**	**12.51%**	**12.30%**	**19.99%**	**10.12%**	**23.65%**

	Y-T-D 2021 TOTAL	Y-T-D 2022 TOTAL	Difference	%
City of Gunnison	216,023,480	226,235,507	10,212,027	4.73%
Crested Butte	142,791,062	148,573,844	5,782,782	4.05%
Mt. Crested Butte	43,519,717	52,855,942	9,336,225	21.45%
Marble	3,041,161	3,177,225	136,064	4.47%
Pitkin	1,437,062	1,542,631	105,569	7.35%
Unincorporated	113,747,598	157,681,031	43,933,433	38.62%
TOTAL TAXABLE SALES	520,560,080	590,066,180	69,506,100	13.35%
TOTAL COUNTY REVENUE	2,994,728	3,561,926	567,198	18.94%

	Y-T-D 2020 TOTAL	Y-T-D 2021 TOTAL	Difference	%
City of Gunnison	182,919,531	216,023,480	33,103,949	18.10%
Crested Butte	107,436,055	142,791,062	35,355,007	32.91%
Mt. Crested Butte	29,537,568	43,519,717	13,982,149	47.34%
Marble	2,544,595	3,041,161	496,566	19.51%
Pitkin	1,112,213	1,437,062	324,849	29.21%
Unincorporated	90,883,046	113,747,598	22,864,552	25.16%
TOTAL TAXABLE SALES	414,433,008	520,560,080	106,127,072	25.61%
TOTAL COUNTY REVENUE	2,364,940	2,994,728	629,788	26.63%

PREVIOUS YEARS FOR COMPARISON

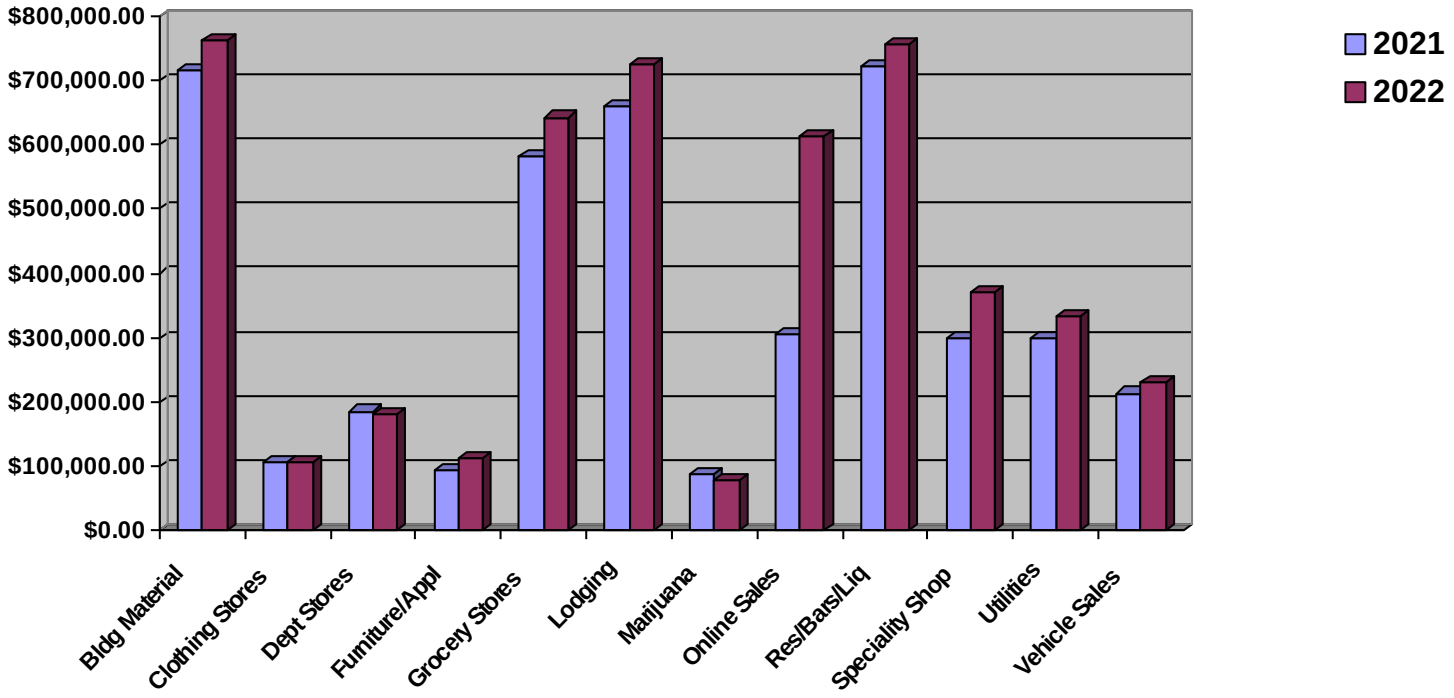
	2019 TOTAL	2020 TOTAL	Difference	%
City of Gunnison	208,654,907	217,223,917	8,569,010	4.11%
Crested Butte	124,011,858	129,700,628	5,688,770	4.59%
Mt. Crested Butte	41,690,589	36,716,482	(4,974,107)	-11.93%
Marble	2,611,538	2,857,002	245,464	9.40%
Pitkin	1,485,301	1,278,152	(207,149)	-13.95%
Unincorporated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

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

SALES TAX REVENUE COMPARISONS

YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Year to Date	Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted
2022	Current Month TOTAL COUNTY REVENUE	$ 297,058.63	$ 301,597.68	$ 366,263.96	$ 234,287.96	$ 273,920.85	$ 428,491.00	$ 469,856.27	$ 456,655.33	$ 410,485.46	$ 323,308.94			$ 3,561,926.08	$ 3,561,926.08	$ 3,406,600.00
	% Change over previous year (monthly)	27.08%	16.95%	26.27%	17.54%	17.58%	18.90%	14.59%	25.21%	10.25%	18.31%				18.94%	104.56%
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	$ 2,994,728.41	$ 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%		26.63%	87.91%
2020	Current Month TOTAL COUNTY REVENUE	$ 211,645.49	$ 216,060.62	$ 168,955.20	$ 143,088.55	$ 170,460.34	$ 251,543.96	$ 335,046.12	$ 304,308.97	$ 325,464.58	$ 238,366.46	$ 205,331.59	$ 299,015.41	$ 2,869,287.29	$ 2,364,940.29	$ 2,364,672.12
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		14.64%	100.01%
2019	Current Month TOTAL COUNTY REVENUE	$ 170,067.96	$ 166,941.31	$ 175,741.46	$ 132,172.13	$ 142,697.59	$ 237,026.29	$ 315,888.42	$ 272,815.87	$ 247,730.77	$ 201,759.56	$ 179,763.86	$ 260,373.24	$ 2,502,978.46	$ 2,062,841.36	$ 2,110,144.44
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		8.33%	97.76%
2018	Current Month TOTAL COUNTY REVENUE	$ 158,998.15	$ 147,877.26	$ 168,534.55	$ 120,215.15	$ 143,035.31	$ 214,044.30	$ 282,456.83	$ 233,447.74	$ 276,580.27	$ 159,001.17	$ 125,310.95	$ 194,759.60	$ 2,224,261.28	$ 1,904,190.73	$ 1,924,050.00
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		14.44%	98.97%
2017	Current Month TOTAL COUNTY REVENUE	$ 139,392.05	$ 147,046.94	$ 175,494.85	$ 96,225.07	$ 115,278.76	$ 183,923.35	$ 225,051.99	$ 239,240.43	$ 200,934.31	$ 141,366.34	$ 116,835.75	$ 182,355.98	$ 1,963,145.82	$ 1,663,954.09	$ 1,838,400.00
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		3.10%	90.51%
2016	Current Month TOTAL COUNTY REVENUE	$ 125,157.30	$ 162,978.56	$ 157,480.34	$ 104,370.28	$ 109,392.20	$ 180,729.23	$ 236,844.80	$ 228,536.23	$ 188,023.92	$ 120,347.56	$ 95,627.52	$ 172,116.30	$ 1,881,604.24	$ 1,613,860.42	$ 1,838,000.00
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		8.10%	87.81%
2015	Current Month TOTAL COUNTY REVENUE	$ 126,678.67	$ 125,794.53	$ 150,379.22	$ 85,651.79	$ 102,663.54	$ 165,070.67	$ 230,768.25	$ 195,967.70	$ 196,937.46	$ 113,087.50	$ 100,454.29	$ 165,122.68	$ 1,758,576.30	$ 1,492,999.33	$ 1,590,000.00
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		8.54%	93.90%
2014	Current Month TOTAL COUNTY REVENUE	$ 111,193.82	$ 111,264.35	$ 135,936.02	$ 79,959.58	$ 99,519.75	$ 148,591.26	$ 217,271.71	$ 182,557.86	$ 181,452.74	$ 107,834.56	$ 96,183.39	$ 151,915.60	$ 1,623,680.64	$ 1,375,581.65	$ 1,472,000.00
	% Change over previous year (monthly)	0.79%	4.46%	4.02%	6.01%	8.73%	5.16%	7.10%	9.55%	23.01%	-0.72%	6.56%	9.74%		7.35%	93.45%
2013	Current Month TOTAL COUNTY REVENUE	$ 110,323.53	$ 106,514.20	$ 130,684.01	$ 75,428.71	$ 91,528.08	$ 141,300.06	$ 202,862.92	$ 166,649.18	$ 147,508.85	$ 108,616.50	$ 90,259.56	$ 138,427.93	$ 1,510,103.53	$ 1,281,416.04	$ 1,425,560.00
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%		7.82%	89.89%
2012	Current Month TOTAL COUNTY REVENUE	$ 92,940.69	$ 110,678.57	$ 116,280.84	$ 77,835.01	$ 94,048.48	$ 145,374.41	$ 181,344.11	$ 141,276.47	$ 132,636.58	$ 96,095.54	$ 88,302.36	$ 131,131.54	$ 1,407,944.60	$ 1,188,510.70	$ 1,329,266.00
	% Change over previous year (monthly)	-5.63%	11.73%	-2.46%	8.75%	16.00%	21.77%	2.09%	-10.04%	0.67%	5.01%	3.11%	-7.50%		3.64%	89.41%
2011	Current Month TOTAL COUNTY REVENUE	$ 98,483.50	$ 99,062.88	$ 119,211.37	$ 71,571.55	$ 81,077.59	$ 119,386.11	$ 177,639.68	$ 157,047.23	$ 131,749.00	$ 91,514.44	$ 85,637.00	$ 141,760.78	$ 1,374,141.13	$ 1,146,743.35	$ 1,314,611.00
	% Change over previous year (monthly)	0.08%	2.33%	-6.44%	6.03%	5.34%	-4.07%	4.40%	1.19%	9.97%	-2.08%	3.07%	4.34%		1.47%	87.23%
2010	Current Month TOTAL COUNTY REVENUE	$ 98,400.27	$ 96,807.67	$ 127,414.83	$ 67,498.88	$ 76,966.39	$ 124,445.99	$ 170,158.18	$ 155,201.21	$ 119,801.59	$ 93,460.15	$ 83,089.19	$ 135,867.11	$ 1,349,111.46	$ 1,130,155.16	$ 1,448,152.00

2021/2022 YTD INDUSTRY COMPARISON AS OF OCTOBER



Oct 2022

Taxes by Industry

Amusement & Entertainment	$9,941.78
Bldg Material & Trades	$81,204.87
Clothing Stores	$5,172.40
Department Stores	$15,712.79
Furniture & Appliance Stores	$6,257.46
Gas/Convenience Stores	$7,434.27
Grocery Stores	$60,508.32
Lodging	$42,601.72
Manufacturing	$7,934.12
Marijuana	$6,657.94
Miscellaneous Services	$43,978.59
Online Sales	$79,476.91
Ranching & Agriculture	$281.29
Restaurant/Bars/Liquor Stores	$55,981.12
Specialty Shops	$38,101.29
Utilities	$27,662.06
Vehicle Sales/Parts/Services	$22,080.46
GRAND TOTAL:	$510,987.39

Taxes by Industry and Jurisdiction

October 2022

Amusement & Entertainment		
Almont		4.73
Crested Butte		1802.37
Gunnison		6920.21
Marble		0.27
Mt. Crested Butte		194.23
Ohio City		0.98
Parlin		16.17
Pitkin		9.04
Rem of Cnty		1008.20
Somerset		0.12
	Grand Total By Industry:	$9,956.32
Bldg Material & Trades		
Almont		31.03
Crested Butte		23721.46
Gunnison		37704.58
Marble		336.46
Mt. Crested Butte		559.98
Ohio City		245.57
Pitkin		108.40
Rem of Cnty		17997.40
Somerset		509.10
	Grand Total By Industry:	$81,213.98
Clothing Stores		
Crested Butte		3352.40
Gunnison		1608.70
Marble		1.74
Mt. Crested Butte		130.48
Pitkin		14.09
Rem of Cnty		66.12
	Grand Total By Industry:	$5,173.53
Department Stores		
Crested Butte		47.78

Gunnison		15650.48
Rem of Cnty		14.53
	Grand Total By Industry:	$15,712.79

Furniture & Appliance Stores

Crested Butte		1618.25
Gunnison		1590.93
Marble		23.95
Mt. Crested Butte		897.01
Pitkin		0.95
Rem of Cnty		2126.37
	Grand Total By Industry:	$6,257.46

Gas/Convenience Stores

Almont		8.09
Crested Butte		1128.97
Gunnison		5815.27
Pitkin		60.94
Somerset		421.00
	Grand Total By Industry:	$7,434.27

Grocery Stores

Crested Butte		9017.42
Gunnison		42838.13
Marble		22.22
Mt. Crested Butte		56.32
Ohio City		6.46
Pitkin		1.78
Rem of Cnty		88.39
	Grand Total By Industry:	$52,030.72

Lodging

Almont		2663.68
Crested Butte		7637.76
Gunnison		10833.63
Marble		307.62
Mt. Crested Butte		12848.96
Ohio City		52.14
Pitkin		7.38
Powderhorn		205.80
Rem of Cnty		7959.61

Somerset		85.14
	Grand Total By Industry:	$42,601.72

Manufacturing

Almont		1.19
Crested Butte		3663.07
Gunnison		1340.03
Marble		23.58
Mt. Crested Butte		244.79
Ohio City		297.69
Parlin		0.01
Pitkin		1.40
Powderhorn		0.40
Rem of Cnty		1536.00
Somerset		1034.92
	Grand Total By Industry:	$8,143.08

Marijuana

Crested Butte		2061.31
Gunnison		4596.63
	Grand Total By Industry:	$6,657.94

Miscellaneous Services

Almont		1.56
Crested Butte		10246.13
Gunnison		14489.73
Marble		453.41
Mt. Crested Butte		4161.55
Ohio City		4.69
Parlin		0.21
Pitkin		23.71
Rem of Cnty		11232.45
Sapinero		0.41
Somerset		3754.24
	Grand Total By Industry:	$44,368.09

Online Sales

Rem of Cnty		87167.55
	Grand Total By Industry:	$87,167.55

Ranching & Agriculture

Crested Butte		21.84

Marble	54.10
Rem of Cnty	205.35
Grand Total By Industry:	$281.29

Restaurant/Bars/Liquor Stores

Crested Butte	22068.75
Gunnison	29299.92
Marble	2073.67
Mt. Crested Butte	295.22
Rem of Cnty	2243.56
Grand Total By Industry:	$55,981.12

Specialty Shops

Almont	8.31
Crested Butte	5365.24
Gunnison	12210.75
Marble	291.75
Mt. Crested Butte	578.59
Ohio City	6.55
Parlin	1.35
Pitkin	1.73
Powderhorn	0.86
Rem of Cnty	16153.01
Somerset	3646.87
Grand Total By Industry:	$38,265.01

Utilities

Almont	1585.78
Crested Butte	4093.77
Gunnison	6169.50
Marble	213.94
Mt. Crested Butte	3631.60
Ohio City	113.04
Parlin	0.27
Pitkin	263.29
Rem of Cnty	11285.05
Somerset	305.82
Grand Total By Industry:	$27,662.06

Vehicle Sales/Parts/Services

Crested Butte	3366.44

Gunnison	13796.53	
Marble	121.53	
Mt. Crested Butte	103.79	
Pitkin	8.43	
Rem of Cnty	4429.80	
Somerset	253.94	
Grand Total By Industry:	$22,080.46	
		$510,987.39

COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR 2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	327,256.87	341,717.00	577,721.00	87,056.10	121,610.00	339,371.96	479,361.88	358,736.24	381,448.90	193,738.00				
Interest Credit	35.00	199.00	11.00	-	1.00	14.00	0.43	64.00	10.00	193.00				
Program Cost	142.12	151.65	226.31	233.30	283.10	(11,062.93)	-	680.39	473.44	531.90				
Current Total Distribution	$ 327,433.99	$ 342,067.65	$ 577,958.31	$ 87,289.40	$ 121,894.10	$ 328,323.03	$ 479,362.31	$359,480.63	$ 381,932.34	$ 194,462.90			$ 3,200,204.66	$ 3,200,204.66
% Change over previous year (cumulative)	*28.01%*	*15.91%*	*27.14%*	*24.01%*	*22.46%*	*14.20%*	*10.90%*	*8.92%*	*5.85%*	*6.32%*				

YEAR 2021	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
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	$ 3,009,845.24
% Change over previous year (cumulative)	*32.88%*	*40.50%*	*64.94%*	*60.58%*	*70.92%*	*78.01%*	*65.77%*	*56.82%*	*49.45%*	*46.60%*	*46.37%*	*43.19%*	43.19%	

YEAR 2020	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
Current Total Distribution	$ 192,500.17	$ 218,603.53	$ 183,757.74	$ 75,416.30	$ 25,651.18	$ 182,097.76	$ 353,688.55	$304,421.93	$ 364,005.62	$ 152,900.68	$ 102,034.07	$ 282,197.01	$ 2,437,274.54	$ 2,053,043.46
% Change over previous year (cumulative)	*5.75%*	*14.23%*	*4.43%*	*-0.06%*	*-6.11%*	*-7.23%*	*-1.96%*	*1.44%*	*6.08%*	*8.70%*	*9.33%*	*11.38%*	11.38%	

2019	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
Current Total Distribution	$ 182,039.77	$ 177,839.06	$ 209,741.18	$ 101,064.11	$ 70,528.24	$ 205,251.69	$ 309,873.15	$258,026.69	$ 276,903.79	$ 97,483.25	$ 82,406.90	$ 217,147.56	$ 2,188,305.39	$ 1,888,750.93
% Change over previous year (cumulative)	*20.51%*	*18.14%*	*7.37%*	*14.17%*	*10.98%*	*1.14%*	*0.56%*	*1.54%*	*0.29%*	*0.63%*	*1.63%*	*2.63%*	2.63%	

2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
Current Total Distribution	$ 151,063.95	$ 153,562.48	$ 225,891.35	$ 56,935.50	$ 80,398.66	$ 267,971.63	$ 313,473.14	$242,085.43	$ 294,660.46	$ 90,869.56	$ 62,626.33	$ 192,678.64	$ 2,132,217.13	$ 1,876,912.16
% Change over previous year (cumulative)	*15.06%*	*8.18%*	*12.14%*	*-1.92%*	*1.85%*	*14.14%*	*14.88%*	*13.40%*	*14.18%*	*11.43%*	*12.48%*	*11.68%*	11.68%	

2017	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
Current Total Distribution	$ 131,290.57	$ 150,312.93	$ 191,482.05	$ 125,862.00	$ 56,778.43	$ 164,148.89	$ 267,632.86	$227,618.97	$ 249,060.13	$ 120,135.29	$ 40,050.89	$ 184,856.73	$ 1,909,229.74	$ 1,684,322.12
% Change over previous year (cumulative)	*-14.99%*	*-11.93%*	*-2.37%*	*1.95%*	*3.02%*	*6.33%*	*4.67%*	*6.62%*	*7.27%*	*10.32%*	*9.96%*	*10.28%*	10.28%	

2016	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	$ 154,435.98	$ 165,326.89	$ 164,787.97	$ 102,949.89	$ 49,027.50	$ 134,527.61	$ 267,932.26	$194,452.87	$ 224,682.64	$ 68,701.47	$ 41,424.49	$ 163,080.47	$ 1,731,330.04	$ 1,526,825.08
% Change over previous year (cumulative)	*48.61%*	*40.79%*	*10.92%*	*24.08%*	*22.90%*	*18.62%*	*17.77%*	*13.06%*	*12.09%*	*11.70%*	*11.88%*	*14.85%*	14.85%	

2015	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	103,887.62	123,026.98	209,636.18	36,499.60	44,147.00	133,997.56	231,925.85	208,642.67	209,796.56	65,936.00	34,600.13	105,526.52		
Interest Credit	20.00	167.00	17.00	69.00	258.00	77.00	193.84	(2.00)	17.90	29.00	156.68	265.31		
Program Cost	11.58	-	84.66	52.12	57.69	(1,998.18)	53.61	99.39	93.77	65.97	45.03	13.03		
Current Total Distribution	$ 103,919.20	$ 123,193.98	$ 209,737.84	$ 36,620.72	$ 44,462.69	$ 132,076.38	$ 232,173.30	$208,740.06	$ 209,908.23	$ 66,030.97	$ 34,801.84	$ 105,804.86	$ 1,507,470.07	$ 1,366,863.37
% Change over previous year (cumulative)	*452.10%*	*608.71%*	*31.93%*	*39.95%*	*48.15%*	*17.49%*	*18.74%*	*20.42%*	*13.00%*	*13.44%*	*13.37%*	*8.87%*	8.87%	

2014	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	18,792.00	13,080.60	299,068.76	7,142.00	11,227.36	205,225.14	189,618.00	163,004.00	245,097.00	53,500.77	31,347.96	148,224.44		
Interest Credit	7.00	105.00	-	29.00	15.00	53.00	57.00	15.00	74.08	41.92	112.44	32.00		
Program Cost	23.43	38.18	3.75	26.39	54.58	(1,640.70)	-	-	78.29	136.22	59.23	41.57		
Current Total Distribution	$ 18,822.43	$ 13,223.78	$ 299,072.51	$ 7,197.39	$ 11,296.94	$ 203,637.44	$ 189,675.00	$163,019.00	$ 245,249.37	$ 53,678.91	$ 31,519.63	$ 148,298.01	$ 1,384,690.41	$ 1,204,872.77
% Change over previous year (cumulative)	*-0.02%*	*47.41%*	*8.74%*	*3.28%*	*6.57%*	*17.43%*	*48.17%*	*78.33%*	*20.71%*	*22.48%*	*25.45%*	*22.07%*	22.07%	

2013	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	17,797.00	2,867.00	282,694.00	22,960.06	444.44	144,450.39	30,240.40	6,574.45	445,564.73	29,978.12	1,731.00	148,722.92		
Interest Credit	1,003.00	10.00	54.00	76.77	0.85	145.16	7.00	1.00	60.00	48.00	2.00	-		
Program Cost	26.17	36.03	4.41	32.95	60.91	(1,531.60)	31.01	37.97	10.38	68.74	85.05	6.87		
Current Total Distribution	$ 18,826.17	$ 2,913.03	$ 282,752.41	$ 23,069.78	$ 506.20	$ 143,063.95	$ 30,278.41	$ 6,613.42	$ 445,635.11	$ 30,094.86	$ 1,818.05	$ 148,729.79	$ 1,134,301.18	$ 983,753.34
% Change over previous year (cumulative)	*-14.52%*	*-16.80%*	*14.02%*	*9.81%*	*5.99%*	*8.67%*	*6.42%*	*7.09%*	*6.98%*	*4.82%*	*4.27%*	*3.60%*	3.60%	

2012	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	21,800.00	3,937.80	240,894.00	31,236.91	10,986.00	125,479.23	37,160.27	2,935.00	416,480.80	46,892.73	6,153.00	149,692.99		
Interest Credit	191.04	102.51	5.00	0.05	137.00	5.00	404.00	296.00	492.00	89.35	456.00	3.00		
Program Cost	33.14	64.89	17.14	27.61	89.58	(1,444.94)	33.43	(6.09)	76.83	96.51	96.78	10.30		
Current Total Distribution	$ 22,024.18	$ 4,105.20	$ 240,916.14	$ 31,264.57	$ 11,212.58	$ 124,039.29	$ 37,597.70	$ 3,224.91	$ 417,049.63	$ 47,078.59	$ 6,705.78	$ 149,706.29	$ 1,094,924.86	$ 938,512.79
% Change over previous year (cumulative)	*16.10%*	*29.82%*	*-8.20%*	*-7.24%*	*-3.98%*	*-2.94%*	*3.28%*	*3.23%*	*8.23%*	*10.52%*	*11.11%*	*8.30%*	8.30%	

2011	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	18,937.12	1,104.76	270,773.23	30,367.37	663.36	125,580.61	9,481.00	3,191.13	363,759.45	25,523.22	1,388.00	160,304.38		
Interest Credit	33.13	52.32	3.31	381.87	113.77	16.87	4.00	115.06	334.46	(82.22)	8.00	6.22		
Program Cost	-			(72.08)	(22.09)	(1,244.91)	31.75	29.68	20.18	97.63	133.81	15.17		
Current Total Distribution	$ 18,970.25	$ 1,157.08	$ 270,776.54	$ 30,677.16	$ 755.04	$ 124,352.57	$ 9,516.75	$ 3,335.87	$ 364,114.09	$ 25,538.63	$ 1,529.81	$ 160,325.77	$ 1,011,049.56	$ 849,193.98

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Report

Action Requested:

Parties to the Agreement:

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

Summary:

Present Monthly and Investment Reports

Fiscal Impact:

Submitted by: Debbie Dunbar **Submitter's Email Address:** ddunbar@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/15/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 2

Agenda Date: 12/20/2022

Revised April 2015

TREASURER'S MONTHLY REPORT FOR NOVEMBER 2022

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	**$**	**$**	**$**	**$**
Due from Tre-County General	15,181,410.98	526,025.10	(1,063,337.03)	14,644,099.05
Due from Tre-Road & Bridge	3,927,020.41	55,053.51	(30,332.82)	3,951,741.10
Due from Tre-Human Services	505,038.63	7,131.01	(40,976.67)	471,192.97
Due from Tre-Public Health Agency	34,717.15	82,672.10	(109,320.85)	8,068.40
Due from Tre-Conservation Trust	139,178.43	664.03	-	139,842.46
Due from Tre-Bond Fund	2,145,238.27	2,865.22	(1,544,694.28)	603,409.21
Due from Tre-Airport	1,873,973.21	71,054.14	(372,597.38)	1,572,429.97
Due from Tre-Sales Tax	2,763,021.81	412,909.39	(95.93)	3,175,835.27
Due from Tre-Land Preservation	1,011,413.99	165,268.95	-	1,176,682.94
Due from Tre-Mosquito	25,055.33	1,542.64	(7.76)	26,590.21
Due from Tre-Sage Grouse	212,988.71	33,977.22	-	246,965.93
Due from Tre-Risk Management	84,085.12	1,233.85	(18,043.46)	67,275.51
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	3,466,901.83	2,067.84	(3,033,485.96)	435,483.71
Due from Tre-Sewer	1,328,499.91	146,107.44	(126,070.17)	1,348,537.18
Due from Tre-Water	926,298.84	4,725.57	(14,325.03)	916,699.38
Due from Tre-Solid Waste	27,888.83	134,910.42	(162,501.13)	298.12
Due from Tre-Housing Authority	3,487,905.28	1,964,484.71	(147.61)	5,452,242.38
Due from Tre-Gunn Sr Housing	47,613.67	9,571.22	(11,016.59)	46,168.30
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	2,170,924.41	9,048.79	(274,315.25)	1,905,657.95
Due from Tre-Internal Service II	794,672.12	3,721.97	(14,553.51)	783,840.58
Due from Tre-Insurance Trust	2,261,627.14	54,606.15	-	2,316,233.29
Due from Tre-Local Marketing District	2,114,539.49	93,859.05	-	2,208,398.54
Due from Tre-Rural Trans Auth	6,424,596.19	35,105.54	(574,437.18)	5,885,264.55
Due from Tre-Public Trustee Agency	14,217.14	-	(4,974.22)	9,242.92
Due from Tre-Series 2010 Bond Reserve	233.35	-	(233.35)	-
Due from Tre-Terminal Construction	-	-	-	-
Due from Tre-Courthouse Renovation	69.19	-	(69.19)	-
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	50.00	(50.00)	-
Due from Tre-Treas Fees	-	12,753.26	(12,753.26)	-
Due from Tre-Health Claims	64,229.77	120,566.14	(109,482.44)	75,313.47
Due from Tre-Landfill Closure	1,103,454.19	30,463.59	-	1,133,917.78
Due from Tre-Landfill Cons Resv	1,101,339.64	99,001.60	-	1,200,341.24
Due from Tre-Payroll Clearing	9,406.08	808,722.40	(809,084.73)	9,043.75
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	13,362.65	63.75	-	13,426.40
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	1,350,194.67	5,798,049.06	(5,694,343.09)	1,453,900.64
Due from Tre-Finance Revenue Clearing	-	2,504,128.45	(2,504,128.45)	-
Due from Tre-Water Resource	49,902.74	238.09	-	50,140.83
Due from Tre-Workforce Impact Fees	375,786.47	1,792.89	-	377,579.36
Due from Tre-Living Community	1,523.62	8,393.48	(6,600.92)	3,316.18
COUNTY FUNDS TOTAL	55,507,677.75	13,202,828.57	(16,531,978.26)	52,178,528.06
CITIES AND TOWNS	**$**	**$**	**$**	**$**
Due from Tre-Crested Butte General	8,015.01	12,333.30	(12,533.23)	7,815.08
Due from Tre-Crested Butte Street/Alley	219.71	16,499.85	(15,451.99)	1,267.57
Due from Tre-Gunnison City General	4,529.14	5,282.22	(4,574.36)	5,237.00
Due from Tre-Marble General	480.83	512.03	(487.14)	505.72
Due from Tre-Mt Crested Butte General	8,476.16	33,386.24	(30,337.11)	11,525.29
Due from Tre-Pitkin General	221.67	389.14	(226.11)	384.70
CITIES AND TOWNS TOTAL	21,942.52	68,402.78	(63,609.94)	26,735.36
SCHOOLS	**$**	**$**	**$**	**$**
Due from Tre-Gunn RE1J Gen	138,128.33	239,305.11	(219,887.83)	157,545.61
Due from Tre-Gunn RE1J Bond	9,177.93	50,119.93	(39,740.83)	19,557.03
Due from Tre-Delta 50J General	6,119.86	6,314.32	(6,121.52)	6,312.66
Due from Tre-Delta 50J Bond	-	123.63	-	123.63
Due from Tre-Montrose RE1J General	789.17	1,338.49	(790.69)	1,336.97
Due from Tre-Montrose RE1J Bond	-	80.44	-	80.44
Due from Tre-Reij 2014 Mill Override	4,599.16	25,095.03	(19,915.10)	9,779.09

SCHOOLS TOTAL	158,814.45	322,376.95	(286,455.97)	194,735.43
IMPROVEMENT DISTRICTS	**$**	**$**	**$**	**$**
Due From Tre-Gunn Rising #2	8.72	1.29	-	10.01
Due From Tre-Gunn Rising #3	-	-	-	-
Due From Tre-Gunn Rising #4	-	-	-	-
Due from Tre-CO River Water CD	2,888.06	5,919.49	(5,282.38)	3,525.17
Due from Tre-Reserve MD2	964.51	890.56	(964.51)	890.56
Due from Tre-Mt Crested Butte DDA	547.87	33,386.30	(33,791.77)	142.40
Due from Tre-Bostwick Park Water CD	30.85	40.78	(31.60)	40.03
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	2,721.67	4,190.17	(3,047.17)	3,864.67
Due from Tre-Mt CB Water/San	6,812.90	26,601.88	(23,186.53)	10,228.25
Due from Tre-East River Regional SD	2,560.15	1,629.82	(2,729.02)	1,460.95
Due from Tre-Cemetery	1,349.63	1,856.93	(1,375.42)	1,831.14
Due from Tre-Gunn Co Metro Rec Dist	5,314.60	11,292.69	(10,086.86)	6,520.43
Due from Tre-N Fork Water CD	108.22	111.82	(108.57)	111.47
Due from Tre-Skyland MD	7,063.57	9,864.69	(7,255.48)	9,672.78
Due from Tre-Upper Gunn Water CD	10,147.93	21,721.97	(19,453.65)	12,416.25
Due from Tre-Crested Butte Fire PD	21,765.67	61,842.75	(56,293.07)	27,315.35
Due from Tre-Gunn Co Fire PD	7,593.14	8,342.29	(7,963.19)	7,972.24
Due from Tre-Carbondale & Rural Fire PD	2,693.34	3,598.89	(2,766.21)	3,526.02
Due from Tre-Ragged Mt Fire PD	669.20	711.50	(672.00)	708.70
Due from Tre-Arrowhead Fire PD	269.86	745.14	(284.73)	730.27
Due From Tre-Library General Fund	10,926.09	22,404.28	(20,004.27)	13,326.10
Due From Tre-Reserve MD#2 BOND 2016A	3,054.06	2,819.89	(3,054.06)	2,819.89
Due From Tre-North Fork Ambulance Health Service Di	1,330.85	1,397.49	(1,335.91)	1,392.43
Due From Tre-Reserve MD #2 BOND 2016B	375.01	346.26	(375.01)	346.26
Due From Tre-Reserve MD #2 BOND 2016C	328.31	303.14	(328.31)	303.14
Due From Tre-Crested Butte Fire PD Bond	11,889.55	33,377.38	(29,901.67)	15,365.26
IMPROVEMENT DISTRICTS TOTAL	101,413.76	253,397.40	(230,291.39)	124,519.77
MISC CONTROL	**$**	**$**	**$**	**$**
Due from Tre-Clerk & Recorder	550,620.75	481,471.15	(556,544.95)	475,546.95
Due from Tre-Clerk Sales Tax	285.00	69,984.33	(56,198.44)	14,070.89
Due from Tre-SOT	-	258,208.48	(258,208.48)	-
Due from Tre-State Auto	0.01	208,546.09	(208,546.09)	0.01
Due from Tre-Clerk ST Domestic Abuse	-	300.00	(300.00)	-
Due from Tre-Clerk State Registrar	-	45.00	-	45.00
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	1,530.00	(1,530.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	13,657.55	-	-	13,657.55
Due from Tre-Inmate Trust	57,788.07	-	-	57,788.07
Due from Tre-Investment Interest	-	253,666.71	(253,666.71)	-
Due from Tre-Treas Deed	2,986.69	-	(827.41)	2,159.28
Due from Tre-Unused Remittances	52,335.29	7,416.00	-	59,751.29
Due from Tre-Elected Official Fees Clrg	21,898.14	44,457.69	(45,843.51)	20,512.32
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	699,571.50	1,325,625.45	(1,381,665.59)	643,531.36
GRAND TOTALS	**56,489,419.98**	**15,172,631.15**	**(18,494,001.15)**	**53,168,049.98**

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

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

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

Gunnison County Treasurer
Investment Report
30-Nov-22

CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH
Cash on Hand	1100	33,440.80			Cash	N/A
Bank of the West	1101	1,094,865.56	0.00%		Chkg	N/A
Bank of the West CC	1103	520,577.19	0.00%		Chkg	N/A
Bank of the West MM	1104	2,001,804.25	0.25%		MMA	Mo
Bank of the West Sheriff Account	1109	43,718.39	0.00%		check	n/a
Wells Fargo Warrant Clearing	1145	1,223,420.21	0.00%		Chkg	N/A
Wells Fargo Revenue Clearing	1147	8,434,930.94	0.00%		Chkg	Mo
Colotrust Plus	1118	2,824,545.76	3.83%		Pool	Mo
C-Safe	1121	3,423,307.32	3.76%		Pool	Mo
Community Banks of Colorado MM	1320	1,285,604.34	0.25%		MMA	Mo
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	N/A
Investment Clearing	1199	43,006.13	0.01%		MMA	Mo
TOTAL CASH AND CHECKING		21,083,382.57		39.66%		
INVESTMENTS						
American Express AD582	1214	228,698.68	3.40%		CD	M/MAT 6/29/27 5 YRS
AXOS Bank DAH1	1275	243,114.20	1.55%		CD	M/Mat 3/27/23 3 yrs
Bank Hapoalim A2C3	1252	237,584.09	0.30%		CD	SA/ Mat 8/21/23
Bank of Baroda HMT7	1260	219,175.04	0.65%		CD	SA/Mat 7/22/25 5 yrs
Bankwell BCL3	1261	238,471.73	0.40%		CD	SA/Mat 7/28/23 3 yrs
BMO Harris Bank XAN0	1259	224,297.74	0.55%		CD	Qtrly/Mat 7/29/24 yrs
BMW Bank AKJ2	1343	227,264.69	2.10%		CD	SA/Mat 9/15/21 4yr
Cadence Bank RGA6	1272	242,399.32	1.30%		CD	SA/Mat 4/17/23 3yrs
Capital One Bank RPN5	1271	226,071.79	1.45%		CD	SA/Mat 4/15/25 5 yrs
Capital One Bank USA HF75	1213	229,255.56	3.45%		CD	M/MAT 6/29/27 5 YRS
Cathay Bank 9MQ5	1328	243,369.77	3.15%		CD	SA/Mat 6/8/2023 5 yrs
Celtic Bank RRH2	1306	232,630.44	1.85%		CD	SA/Mat 8/30/24 5 yr
Citibank QK40	1330	243,843.60	3.10%		CD	SA/MAT 5/4/23
Community Bank 5908	1202	252,718.92	1.30%		CD	Annually/ Mat 9/19/24
Community Bank 7786	1203	245,203.05	1.30%		CD	Annually/ Mat 9/19/24
Discover Bank 3N361	1209	232,381.27	3.45%		CD	SA/ Mat 7/29/26
East Boston Savings PDL2	1254	232,212.71	0.30%		CD	SA/ Mat 2/12/24
Enerbank TQJ2	1257	243,801.95	0.30%		CD	SA/Mat 7/24/23 3 yrs
FFCB EMZW5	1233	456,433.50	0.73%		AG	SA/Mat 5/19/25 4 yrs callable
FFCB L6U3	1251	241,177.00	0.28%		AG	SA/Mat 9/14/23 3 yrs callable
FFCB MHL9	1247	478,218.50	0.31%		AG	SA/Mat 11/30/23 3 yrs callable
FFCB MJT0	1245	438,482.87	0.60%		AG	SA/Mat 12/9/25 5 yrs callable
FFCB NN892	1200	494,584.50	4.87%		AG	SA/Mat 9/28/26 4 yrs callable
FFCB NV234	1198	499,529.00	5.48%		AG	SA/Mat 10/25/27 5 yrs callable
FHLB AMDV1	1236	448,882.00	1.00%		AG	SA/Mat 5/12/26 5 yrs callable
FHLB AMDY5	1235	448,056.00	1.00%		AG	SA/Mat 5/20/26 5 yrs callable
FHLB AMJN3	1234	448,047.50	0.55%		AG	SA/Mat 5/26/26 5yrs callable
FHLB AMTQ5	1236	321,746.60	0.50%		AG	SA/Mat 12/30/24 4.6yrs callable
FHLB AMTZ5	1235	314,936.30	0.75%		AG	SA/Mat 11/28/25 4yrs callable
FHLB AMXJ6	1234	463,528.00	0.50%		AG	SA?Mat 9/30/24 3.25 yrs callable
FHLB ANG95	1227	445,745.50	0.50%		AG	SA/Mat 8/24/26 5 yrs callable
FHLB AR6F33	1219	472,777.50	2.00%		AG	SA/MAT 3/24/25 3 yrs callable
FHLB ARC33	1220	554,761.80	2.30%		AG	SA/MAT 3/29/27 5 yrs callable
FHLB ARUR0	1217	477,240.00	3.20%		AG	SA/MAT 5/10/27 5 YRS CALLABLE
FHLB BS58	1204	490,324.50	4.00%		AG	SA/MAT 9/29/26 5 YRS CALLABLE
FHLB ANJK7	1229	885,440.00	0.875%		AG	SA/Mat 8/25/26 5 yrs callable
FHLB KWS1	1243	443,291.00	0.53%		AG	SA/Mat 2/17/26 5 yrs callable
FHLB LA53	1244	444,034.00	0.60%		AG	SA/Mat 2/25/26 5 yrs callable
FHLB LM43	1241	452,048.00	0.75%		AG	SA/MAT 9/30/25 4 YRS CALLABLE
FHLB LMM3	1242	449,356.00	1.00%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LV68	1240	449,808.50	1.03%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LW26	1237	457,585.00	0.75%		AG	SA/MAT 4/22/25 4 YRS CALLABLE
FHLB PH406	1226	444,133.00	1.06%		AG	SA/MAT 10/21/26 5YRS CALLABLE
FHLB PLK90	1225	447,839.00	1.28%		AG	SA/MAT 10/28/26 5 YRS CALLABLE
FHLB Q5F69	1224	465,978.00	1.10%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB QFB49	1223	455,903.50	1.00%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB R7M74	1221	468,820.50	2.00%		AG	SA/MAT 9/30/25 3 1/2 YRS callable
FHLB SGP81	1215	500,760.84	4.10%		AG	SA/MAT 7/14/22 3 YRS CALLABLE
FHLB TFW25	1206	497,352.00	4.15%		AG	SA/Mat 9/30/25 3 yrs Callable
FHLB ATM614	1201	497,586.00	5.00%		AG	SA/MAT 10/27/27 5 yrs callable
FHLB LW67	1238	450,159.00	1.10%		AG	SA/MAT 4/22/26 5 YRS CALLABLE
FHLMC 2D51	1205	488,324.50	4.15%		AG	SA/ Mat 9/29/26 4 yrs Callable
FHLMC B3F5	1246	268,882.50	0.60%		AG	SA/Mat 11/20/25 5 yrs callable
FHLMC GXN91	1207	681,304.24	4.00%		AG	SA/Mat 8/24/27 5 yrs Callable
FHLMC GXZT4	1216	489,925.00	4.00%		AG	SA/MAT 7/14/25 3 YRS CALLABLE
FLHLMC XAP9	1248	448,439.50	0.60%		AG	SA/Mat 11/12/25 5 yrs callable
FHLMC XXR08	1211	484,427.00	3.32%		AG	SA/MAT 6/30/25 3 YRS Callable
FHLMC XYD03	1212	484,913.00	3.25%		AG	SA/MAT 6/30/27 5 yrs Callable
First Natl Bank of America YUJ2	1228	211,559.70	0.85%		cd	M/Mat 9/30/26
Firstier Bank LAH1	1304	240,378.56	1.90%		CD	SA/Mat 8/23/23 4 yrs
Flagstar Bank E3X3	1256	227,872.05	0.50%		CD	SA/Mat 7/31/24 yrs
Goldman Sachs P6U6	1399	243,429.55	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	258,820.49	2.00%		CD	Qtrly/Mat 1/27/25
JP Morgan UNC9	1250	217,584.50	0.40%		CD	SA/Mat 9/30/25 5yrs callable
Leader Bank UHF2	1249	236,091.06	0.25%		CD	SA/Mat 10/2/23 callable
Legacy Bank 9156	1402	220,303.93	0.25%		CD	Q/Mat 7/21/23 - 24 mo
Live Oak Bank 6HN7	1284	233,343.14	1.85%		CD	SA/Mat 7/24/24
Luana Savings PHA5	1253	232,153.42	0.30%		CD	SA/ Mat 2/14/24
M Y Safra Bank JBJ0	1258	237,973.64	0.30%		CD	SA/Mat 2/14/24 4 yrs
Marlin Business Bank	1291	237,718.11	1.70%		CD	SA/ Mat 12/4/23 4 yrs
Medallion Bank dgb1	1487	244,077.33	1.60%		CD	SA/MAT 2/6/23 3 yr
Merrick Bank KEW2	1285	236,645.50	1.75%		CD	SA/Mat 1/31/24
Morgan Stanley RRBB	1338	230,387.22	1.90%		CD	SA/Mat 1/2/25
Morgan Stanley Private Bank AYA1	1316	243,901.42	2.75%		CD	SA/Mat 4/4/23 4 yr
Pacific Western Bank YRK7	1273	232,837.71	1.20%		CD	SA/Mat 4/30/24 4 yrs
Park State Bank VAB7	1265	222,942.65	0.90%		CD	M/Mat 5/22/25 5 yrs callable
Pinnacle Bank SKU4	1269	241,258.11	0.70%		CD	M/Mat 5/8/23 3 yrs
Raymond James Bank	1293	230,918.38	1.85%		CD	SA/Mat 11/26/24 5 yrs
Redstone Bank 0776	1449	260,230.94	0.40%		CD	SA/Mat 11/8/23 - 3 yrs
State Bank of India NY 5KL4	1333	244,107.42	2.90%		CD	SA/Mat 3/29/23 5 yrs
Synchrony Bank EXB81	1208	235,517.52	2.40%		CD	SA/Mat 7/29/2025
Texas Capital Bank PLY3	1255	243,429.55	0.30%		CD	SA/Mat 2/7/23
Texas Exchange Bank THU7	1263	222,889.24	1.00%		CD	M/Mat 6/19/25 callable 5 yrs
Toyota Financial Savings MJS1	1264	220,647.98	0.80%		CD	SA/Mat 6/30/25 5 yrs
US Treasury 2CBQ3	1218	445,859.00	2.40%		AG	SA/MAT 2/28/26 4 YRS
US Treasury 8Z781	1222	452,968.50	1.62%		AG	SA/Mat 1/31/27
US Treasury CCF68	1210	446,406.00	3.20%		AG	SA/MAT 5-31-26 4 YRS
Wells Fargo Bank 3A48	1488	238,003.78	2.75%		CD	M/5/3/24 5 yrs
Western States Bank	1309	500,000.00	2.72%		CD	Q/Mat 7/14/24 5 yr
TOTAL INVESTMENTS		32,083,532.10		60.34%		
Cash per Treasurer's Ledger		53,166,914.67		100.00%		
Plus Pending Disbursements		1,135.31				
Total Due to All Funds		53,168,049.98				

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Airport Lease Termination Agreement; Mark W. Warre

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Mark W. Warren

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

Summary:

Mark Warren wishes to terminate his lease with Gunnison County that was entered into on 10/7/1980. Gunnison County will pay $90,000 to Mark Warren to purchase the remaining of the lease.

Fiscal Impact: $90,000

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

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/12/2022

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

Comments:

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/16/2022 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/16/2022

( ) Consent Agenda (•) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 12/20/2022

Revised April 2015

September 19, 2022

Mr. Darin Duran
Cesare, Inc.
7108 S Alton Way, Unit B
Centennial, Colorado 80112

RE: Phase I Environmental Site Assessment
Warren Property
519 Rio Grande Avenue, Gunnison, Colorado 81230
Farmer Project Number 3305.05

Dear Mr. Duran,

Farmer Environmental Group, LLC is pleased to submit this Phase I Environmental Site Assessment (ESA) report to Cesare, Inc. In this report, background information, purpose and scope of work, execution of work, conclusions, and recommendations (if applicable) for the Subject Site are discussed.

Regarding the continued viability of this Phase I ESA, American Society for Testing and Materials (ASTM) International Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E1527-13) states that a Phase I ESA "meeting or exceeding" this practice and completed less than 180 days prior to the date of acquisition of the property or (for transactions not involving an acquisition) the date of the intended transaction is presumed to be valid. Based on this viability statement, this Phase I ESA report is presumed to be valid for 180 days after September 19, 2022.

We appreciate the opportunity to provide professional environmental services to you, and if you have any questions or comments regarding this report, please contact the undersigned at (303) 468-8763.

Sincerely,
Farmer Environmental Group, LLC

Jennifer Day, P.E.
Project Engineer

Phase I Environmental Site Assessment

Warren Property
519 Rio Grande Avenue
Gunnison, Colorado 81230

September 19, 2022

Prepared for:

Cesare, Inc.
7108 S. Alton Way, Unit B
Centennial, Colorado 80112

Prepared by:

Farmer Environmental Group, LLC
8120 Sheridan Boulevard, Suite A306
Westminster, Colorado 80003

Farmer Project Number 3305.05

PHASE I ENVIRONMENTAL SITE ASSESSMENT

Warren Property
519 Rio Grande Avenue
Gunnison, Colorado 81230

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APPENDICES

Appendix A Figure 1 - Topographic Vicinity Map
Figure 2 - Aerial Vicinity Map

Appendix B Subject Site Documents

Appendix C Subject Site Photographs

Appendix D ASTM Questionnaires and Records of Communication

Appendix E Historical Resources

Appendix F Regulatory Database Report and Documentation

Appendix G Prior Environmental Reports and Documentation

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PHASE I ENVIRONMENTAL SITE ASSESSMENT

Warren Property
519 Rio Grande Avenue
Gunnison, Colorado 81230

EXECUTIVE SUMMARY

On August 23, 2022, Farmer Environmental Group, LLC (Farmer) was contracted by Cesare, Inc. (the "Client" herein) to conduct a Phase I Environmental Site Assessment (ESA) of a property developed with the Warren Property, located at 519 Rio Grande Avenue in Gunnison, Colorado (the "Subject Site"), as shown on the attached Figures 1 and 2, and further detailed in this report. The scope of service, objectives, extent and limitations of the services, and this report are described in more detail in the text of this report.

This Phase I ESA was performed in general accordance with the ASTM International Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E1527-13) and is further described in the applicable sections and appendices of this report (Limitations and Scope of Work) with consideration of general industry standards. The purpose of this Phase I ESA was to identify *recognized environmental conditions* as defined by ASTM E1527-13. The findings and conclusions of this assessment are as follows:

Based on information obtained from the County of Gunnison Assessor's Office and Farmer's site reconnaissance, the Subject Site is approximately 1.12 acres of land and is improved with a residential structure (office), Quonset building, storage shed, and metal silo building. The Subject Site was utilized by the Warren family for their aerial photography business. Small aircraft restoration and repair was also reportedly conducted at the Subject Site.

The findings and conclusions of this assessment are as follows:

Report Section		Further Action?	De Minimis Condition	REC and/or CREC	Historical REC	Description
3.6	**Historical Information**	No	No	No	No	
5.2	**Sewage Disposal / Septic System**	No	No	No	No	
5.2	**Storage Tanks and Associated Equipment**	No	No	Yes	No	
5.2	**Hazardous Chemicals and/or Petroleum Products**	Yes	Yes	No	No	Petroleum products of varying sizes
5.2	**Surface Staining, Corrosion, and/or Stressed Vegetation**	No	No	No	No	
5.2	**Polychlorinated Biphenyls**	No	No	No	No	
5.2	**Drains, Sumps, and/or Pre-Treatment Systems**	No	No	No	No	
5.2	**Pits, Ponds, and/or Lagoons**	No	No	No	No	
5.2	**Solid Waste Disposal**	Yes	Yes	No	No	Numerous miscellaneous items located throughout site
5.2	**Wastewater Discharges**	No	No	No	No	
5.2	**Wells and Cisterns**	No	No	No	No	
5.2	**Railroad Spurs and/or Pipelines**	No	No	No	No	
5.3	**Adjoining Properties**	No	No	No	No	
6.1	**Federal and State Regulatory Agencies**	No	No	No	No	
6.2	**Local Government Inquires**	No	No	No	No	
6.3	**Limited Vapor Encroachment Screening**	No	No	No	No	
NA	**Other**	Yes	No	No	No	Asbestos inspection of buildings prior to demolition

REC – Recognized Environmental Condition / CREC – Controlled Recognized Environmental Condition / NA – Not Applicable

Based on review of available regulatory data and observations of the Subject Site. No recognized environmental conditions were found for the Subject Site. However, the following deminimus items require action.

- Numerous 55-gallon drums and 5-gallon containers of presumed petroleum fluids are present on the Subject Site. Storage vessels appear to be used for petroleum storage or

original containers of petroleum products, contents or former contents have not been verified. Proper disposal of these containers is warranted.

- Various solid waste items are located on the Subject Site and will require disposal.

Recommendations

Based on the findings and conclusions of this Phase I ESA, Farmer recommends the following:

- Properly dispose and/or recycle petroleum products remaining onsite in various sized containers.
- Prior to demolition of structures, a Colorado licensed asbestos building inspector will need to evaluate suspect asbestos containing materials

This summary is for convenience only and should not be relied upon without first reading the full contents of this report, including appended materials.

1.0 INTRODUCTION

1.1 Purpose

As defined by American Society of Testing and Materials (ASTM) E1527-13, this practice is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability: that is, the practice that constitutes all appropriate inquiries into the previous ownership and uses of the property consistent with good commercial and customary practice as defined at 42 U.S.C. §9601(35)(B).

The purpose of this Phase I ESA was to identify *recognized environmental conditions* in connection with the Subject Site. As defined by ASTM E1527-13, "the term *recognized environmental conditions* means the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment."

The term "c*ontrolled recognized environmental condition"* as defined by ASTM E1527-13 is "a *recognized environmental condition* resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls)."

The term "*historical recognized environmental condition"* as defined by ASTM E1527-13 is "a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls)."

The term "*de minimis condition"* as defined by ASTM E1527-13 is "a condition that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be *de minimis conditions* are not *recognized environmental conditions* nor *controlled recognized environmental conditions*."

1.2 Scope of Services

The scope of services was performed in general conformance with ASTM E1527-13 and is further described in the applicable sections of this report with consideration of general industry standards. The purpose of this Phase I ESA was to identify "*recognized environmental conditions*" as defined by ASTM E1527-13. The scope of this contract included the following tasks:

TASK 1: Subject Site reconnaissance

TASK 2: Surrounding land use observations

TASK 3: Geological, hydrological, and topographical information

TASK 4: Historical review of the Subject Site records and use

TASK 5: Regulatory review of current and past activities on the Subject Site

TASK 6: Data evaluation

TASK 7: Report preparation

Soil sampling, groundwater or surface water testing, building materials sampling, drinking water testing, or other sampling and testing were not included in the scope of services of this Phase I ESA. This Phase I ESA is not a compliance audit, health and safety audit, or an additional phase of environmental or engineering services and may not be construed as such. Where analytical results are available, the potential for contamination from these sources was evaluated and the results were included in this assessment.

This Phase I ESA consisted of a historical review of the Subject Site and area use, regulatory database review, assessment of the physical setting, Subject Site and area reconnaissance, and a report of Farmer's findings, opinions, conclusions, and recommendations. Data gaps or deviations from this standard (if applicable) are described in pertinent sections of this report.

Subject Site and Area Use:

By reviewing or obtaining selected sources of reasonably ascertainable public information, Farmer reviewed the current and historical uses of the Subject Site. The Phase I ESA historical review attempts to extend back until at least 1940 or, for uses prior to that date, back to the time the Subject Site was undeveloped. Sources of historical use information relating to the Subject Site and its adjoining properties were acquired and/or reviewed according to the reasonable availability of the information, the time limits provided for data acquisition and review, as permitted, by the project schedule and cost, and Farmer's judgment of the likely value of the information for indicating environmental concerns. Historical sources reviewed by Farmer are identified in Section 9.0 (provided in Appendix E) and typically include local city directories, aerial photographs, and topographic maps. If available through the database provider, the historical sources reviewed also included historical fire insurance maps.

Regulatory Status Review:

Farmer reviewed a report of select regulatory databases published for the local area to identify facilities potentially constituting a suspect *recognized environmental condition* in connection with the Subject Site. Farmer reviewed the databases to identify recorded facilities located on, or in close proximity to, the Subject Site using the ASTM E1527-13 standard environmental record sources and recommended approximate minimum search distances.

Farmer attempted to obtain additional information regarding listed facilities that, in its professional judgment, may constitute *recognized environmental conditions* in connection with the Subject Site. In addition, local agencies were contacted regarding recorded information, incidents, or activities of environmental concern relating to the Subject Site and/or its nearby properties.

If deemed reasonably ascertainable, necessary, or within the Client-approved scope of work, Farmer has conducted additional file review to obtain sufficient information in connection with regulatory listings of potential environmental concern, if insufficient information was provided via standard sources. If, in Farmer's opinion, such a review is not warranted, Farmer has explained within the report the justification for not conducting additional regulatory file review.

As an alternative, Farmer may have reviewed files/records from an alternative source(s) such as on-site records, user provided records, records from local government agencies, interviews with regulatory officials or other individuals knowledgeable about the environmental conditions that resulted in the standard environmental record source listing.

Subject Site Physical Setting:

Farmer obtained and reviewed reasonably ascertainable published Subject Site information to characterize the physical setting of the Subject Site. Sources reviewed are identified in Section 9.0 of this report. If reasonably ascertainable, Farmer reviewed the current United States Geological Survey (USGS) 7.5-Minute Topographic Map, which illustrated the area on which the Subject Site and adjacent land areas are located. Farmer reviewed one or more physical setting sources at the discretion of the Environmental Professional to obtain information about the geologic, hydrogeologic, hydrologic, and/or topographic characteristics of the Subject Site. Discretionary physical setting sources may have been sought if (1) conditions had been identified in which hazardous substances or petroleum products are likely to be present on-site or to migrate to the Subject Site from off-site sources, and (2) more information is generally obtained, pursuant to local good commercial or customary practice.

Subject Site and Area Reconnaissance:

The Subject Site and area reconnaissance consisted of field observations of the Subject Site and adjoining land areas by Farmer personnel experienced in conducting Phase I ESAs. Farmer observed and documented current uses of the Subject Site and indicators (where present) of hazardous chemicals, petroleum products, storage tanks, odors, pools of liquid, drums, containers, polychlorinated biphenyls (PCBs), heating and cooling systems, stains, corrosion, drains and sumps, pits, ponds, lagoons, stressed vegetation, wastes, wells, and/or septic

systems. The area reconnaissance was performed in publicly accessible areas on foot within areas that were reasonably accessible and at Farmer's discretion by automobile along public roads.

1.3 Significant Assumptions

Information obtained from the Client, the Client's representative, Subject Site owner(s), individuals interviewed, prior environmental reports, regulatory information, and information obtained from referenced sources was considered accurate unless Farmer's reasonable inquiries clearly revealed otherwise. Conditions observed were considered representative of areas that were not observed unless otherwise indicated.

The primary direction of groundwater flow was assumed to be dictated by topography and readily accessible geologic information, unless otherwise indicated by measurement of potentiometric surface or other quantifiable data. Additionally, the groundwater flow direction was assumed to control the distribution of impact, if present.

1.4 Limitations and Exceptions

A Phase I ESA is conducted to permit formulation of an opinion as to the potential for environmental liabilities at the Subject Site based on the gathering of limited information and observations. A Phase I ESA is not a comprehensive site characterization and should not be construed as such. The purpose of conducting a Phase I ESA is to reduce, not eliminate, the risk of an entity in its plans or purposes for the Subject Site. The conclusions expressed by Farmer regarding the conditions of the Subject Site addressed herein are based solely on the limited observations made and the data collected during this Phase I ESA. The beneficiaries of this Phase I ESA are hereby advised that conditions observed are subject to change.

The findings and conclusions presented in this ESA are relative to the dates the work was conducted and should not be relied on to represent conditions at later dates. The opinions included herein are based on information obtained during the assessment and Farmer's experience. If additional information becomes available that may influence Farmer's environmental assessment findings, Farmer requests the opportunity to review the information, reassess the potential concerns, and modify Farmer's opinions, if warranted.

This assessment included visual observations to identify obvious features or conditions indicative of recognized environmental conditions.

Although it has been attempted during this assessment to identify recognized environmental conditions, Farmer cannot eliminate all uncertainty as to recognized environmental conditions in connection with the Subject Site nor represent or warrant that the Subject Site contains no hazardous substances or petroleum products or other latent conditions beyond those identified through the scope of work identified herein. Other features, conditions, and constituents may have escaped detection due to: (1) the limited scope of this assessment as driven by Client objectives, (2) the inaccuracy of public records or information reviewed by Farmer, (3)

environmental incidents that may have gone undetected or unreported prior to this assessment, (4) inaccessible areas, and/or (5) deliberate concealment of detrimental information.

Farmer's professional services have been performed using the degree of care and skill ordinarily exercised, under similar conditions, by reputable environmental consultants undertaking similar studies and practicing in this locality during the same timeframe. No other warranties, express or implied, are intended or made with respect to this report or Farmer's services. This assessment was not exhaustive, and users of this report should consider the scope and limitations related to these services when developing opinions as to risks associated with the Subject Site. These potential risks may be more thoroughly evaluated as an additional service in an effort to further reduce, but not eliminate, uncertainty. Upon request, Farmer can provide options for additional research or assessment and anticipated additional cost and timing requirements.

This report presents an assessment of the Subject Site as defined by information provided by the Client, Client's representative, and/or Key Site Manager. Farmer's findings, opinions, conclusions, and recommendations are based on the locations and boundaries of the Subject Site as evident in the field and on maps, plats, and/or descriptive information provided by the Client, Client's representative, and/or Key Site Manager.

Farmer assumes the genuineness of the documents and that the information provided in this document or statements are true and accurate to the extent of these limitations. Farmer has prepared this Phase I ESA report in a professional manner using the degree of skill and care exercised for similar projects under similar conditions by reputable and competent environmental consultants. Farmer will not be responsible for conditions or consequences arising from relevant facts concealed, withheld, or not fully disclosed at the time the report was prepared.

This Phase I ESA was conducted for the benefit of Cesare, Inc. and their client (the "User" and "Client") and may only be relied upon, reissued or otherwise reproduced under the express written consent of Cesare, Inc. and Farmer. Farmer is not responsible for the conclusions, opinions, or recommendations made by others based on this information.

1.5 Special Terms and Conditions

The work was conducted in general conformance with Farmer's proposal to conduct a Phase I ESA of the Subject Site as authorized by Cesare, Inc. on August 23, 2022, and the terms and conditions established therein. The User is defined as the party seeking to use ASTM E1527-13 to complete a Phase I ESA of the Subject Site. The User of this Phase I ESA is Farmer's Client, Cesare, Inc.

1.6 User Reliance

This report represents Farmer's services as of the date hereof. As Farmer's final document, it may not be altered after final issuance. This assessment and report were prepared on behalf of

and for the exclusive use of Cesare, Inc. and its client solely for its use and reliance, subject to the terms and conditions agreed upon between Farmer and Cesare, Inc. The Client and Farmer were solely involved in shaping the scope of services. Accordingly, reliance on this report by any other party may involve assumptions leading to an unintended interpretation of findings and opinions. As such, reliance by other parties on the contents of this document is not granted, and any such reliance shall be at the sole risk of the using party. With the consent of Farmer and the Client and for a fee, Farmer may offer reliance to third parties or contract with other parties to develop findings and opinions related to such party's specific risk management objectives.

Farmer maintains a common-law copyright on this report and services. Reproduction of or reliance upon this report may not be considered without mutual written consent of Farmer and the Client.

The observations and conclusions presented in this report reflect only those conditions apparent on the day of the field reconnaissance. Subsequent changes in Subject Site use or materials, equipment, or chemicals could alter Subject Site conditions. Other limitations of this Phase I ESA (if encountered) are described in applicable sections of this report.

2.0 SUBJECT SITE OVERVIEW

Subject Site Description:

Based on information obtained from the County of Gunnison Assessor's Office and Farmer's site reconnaissance, the Subject Site is approximately 1.12 acres of land and is improved with a residential structure (office), Quonset building, storage shed, and metal silo building. The Subject Site was utilized by the Warren family for their aerial photography business. Small aircraft restoration and repair was also reportedly conducted at the Subject Site.

The site is within the Gunnison-Crested Butte Airport boundary. An assessment of conformance with zoning regulations was not included as part of this Phase I ESA.

Description of On-site Structures:

Based on Farmer's observations, the Subject Site was improved with a Quonset building, wood storage building, metal silo building, and old residence / office. The residence was most recently use to process film and photography from the aerial photographic business operated by the Warren family. The Quonset building was utilized for aircraft restoration and repair.

The Quonset building is a steel building on a concrete foundation, a metal side building also has a concrete foundation. The wood storage building is of wood-frame construction on a concrete foundation. The metal silo building is metal siding with wood framing on a concrete foundation. The residence is a wood frame building on a concrete foundation.

General Subject Site observations and mechanical systems are discussed in Section 5.2.

Subject Site Utilities:

The Subject Site is reportedly provided with potable water by City of Gunnison and sanitary sewer services by the City of Gunnison. Electrical and natural gas service is provided by City of Gunnison via Atmos Energy. The heating, ventilation, and air conditioning (HVAC) system appear to be via wood pellet stove or portable heat systems. Heating oil (for use in mechanical systems) was not observed on the Subject Site.

ASTM Questionnaires:

Environmental and User questionnaire, as prescribed by ASTM E1527-13, were not completed by the ESA report User or current owner of the Subject Site. Under the current ASTM E1527-13, the lack of a completed questionnaire constitutes a "data gap". Based on the information gathered for this assessment, including an interview with the Key Site Manager, it is the opinion of Farmer the lack of this information does not constitute a significant data gap or significantly affect Farmer's ability to identify *recognized environmental conditions* in connection with the Subject Site.

3.0 SITE BACKGROUND / OPERATING HISTORY

3.1 History of Ownership / Title Records

A chain-of-title was not included in the scope-of-work for this project. The Client did not provide Farmer with past or current Title Instrument documentation for the Subject Site. According to the Gunnison Assessor's Office, the current owner of the Subject Site is Gunnison County. The Warren family has a 99 year lease that will be reverted back to the airport.

No information indicative of environmental liens or activity and use limitations (AULs) was encountered during Farmer's research or review of County Assessor and Colorado Department of Health and Environment (CDPHE) documentation for the Subject Site. Under ASTM E1527-13, the lack of reviewable Title Instruments indicates a "data gap". Based on the information gathered for this assessment, it is the opinion of Farmer that the lack of reviewable Title Instruments does not constitute a significant data gap or significantly affect Farmer's ability to identify *recognized environmental condition* in connection with the Subject Site.

3.2 Review of Aerial Photographs

Historical aerial photographs dated 1950, 1955, 1970, 1975, 1983, 1989, 1993, 1999, 2006, 2009, 2013, and 2017 were purchased from Environmental Data Resources, Inc. (EDR) and reviewed by Farmer. Copies of the aerial photographs are provided in Appendix E. The following is a summary of the observations made from these photographs. It should be noted that due to the scale and clarity of some of the aerial photographs, specific details with regard to structure types and/or uses observed by Farmer were difficult to discern. Under ASTM E1527-13, the lack of reviewable aerial photographs back to 1937 indicates a "data gap". Based on the information gathered for this assessment, it is the opinion of Farmer that the lack of aerial photographs to 1937 does not constitute a significant data gap or significantly affect Farmer's ability to identify *recognized environmental condition* in connection with the Subject Site.

1950 - 1955
The Subject Site is depicted a vacant, undeveloped land. No structures are present.

1975
The Subject Site is similar to the 1983 aerial photograph. The adjoining hangars to the west are not present. The airport is not as developed with fewer structures.

1983
The access to the Subject Site is more open with varying roadways to the Site. The airport footprint appears to be smaller in these aerials photographs.

1989 - 1993
Additional structures appear on the Subject Site along the northern site boundary.

1999 - 2013
The Subject Site appears to have additional structures than what is currently present. The adjoining sites appear similar to that observed during the site reconnaissance.

2017
The Subject site and adjoining sites appear similar to that observed during the site reconnaissance.

3.3 Historical Maps and Documents

Fire Insurance Maps

In the late nineteenth century, companies began preparing maps for use by fire insurance companies and municipalities. These maps show construction materials of specific structures in developed urban areas. With the advent of retail gasoline service stations, the approximate locations of tanks were commonly noted, often without above-ground storage tank (AST) or underground storage tank (UST) designations. In addition, the locations of chemical storage and uses of retail, commercial, and industrial buildings were often described. These maps were updated and expanded geographically periodically through the twentieth century.

Farmer contacted EDR to provide coverage for historical fire insurance maps. According to EDR, limited maps were available for the Subject Site vicinity. Limited Sanborn maps were available for 1926, 1936 and 1951.

These maps depict the western parcel with a residence and railroad depot with a wood platform.

Historical Topographic Maps

Historical United States Geological Survey (USGS) topographic dated 1954, 1970, 2013, 2016, and 2019 (Gunnison Quadrangle) were purchased from EDR and reviewed by Farmer.

1954, 1970, 2013, 2016 and 2019
The Subject Site is depicted as being within the airport boundaries. The surrounding areas are illustrated as being part of the city.

Other Historical Maps and Documents

Farmer requested historical maps for review from the Subject Site owner such as as-built plans, site surveys, and other available maps. With the exception of maps obtained from referenced sources, no other historical maps were provided for review.

Historical City Directories

Farmer obtained historical city directory information from EDR for the Subject Site and surrounding properties. Various directories dating from 1992 to 2017 were available for review and/or researched by EDR over approximate five-year intervals.

Surrounding properties appear to be commercial, residential, or light industrial in nature. No listings for the Subject Site are available.

Facilities that are listed as a regulatory facility in Section 6.1 of this report are discussed there.

3.4 Previous Assessment Reports

Farmer requested copies of any previous reports relating to the environmental conditions and history of the Subject Site from the report User, the Subject Site Owner, and the Key Site Manager. No prior reports were provided to Farmer for this assessment.

3.5 Interviews Regarding Historical Uses

Farmer was unable to interview contacts for previous or current Subject Site ownership due to an inability to identify appropriate contacts, lack of response, and/or confidentiality concerns. Farmer considers the lack of interviews regarding historical uses of the Subject Site to represent a limitation under ASTM E1527-13. Based on the information gathered for this assessment, it is the opinion of Farmer that this limitation regarding historical uses of the Subject Site does not constitute a significant data gap or significantly affect Farmer's ability to identify *recognized environmental conditions* in connection with the Subject Site. Due to the observed uses of the adjacent properties, no adjacent property or facility owners were interviewed for the purposes of this ESA. None of the adjacent properties appeared to be abandoned sites.

3.6 Summary of Historical Information

Based on information obtained from the County of Gunnison Assessor's Office and Farmer's site reconnaissance, the Subject Site is approximately 1.12 acres of land and is improved with a residential structure (office), Quonset building, storage shed, and metal silo building. The Subject Site was utilized by the Warren family for their aerial photography business. Small aircraft restoration and repair was also reportedly conducted at the Subject Site.

The standard historical sources listed below were not reviewed. It is Farmer's opinion that these sources would not provide additional significant and complete information, or the sources were not considered to be practically reviewable, reasonably ascertainable, or available.

- Zoning/land use records;
- Property tax files;
- Recorded land title records; and
- Building department records.

Data failure was encountered during this assessment, as aerial photographs were not available to 1937, the earliest available documentation was the 1950 aerial photograph, since Sanborn maps were not available. This is not considered to represent a significant data gap that affected the ability of the environmental professional to identify *recognized environmental conditions*. If instances of data failure resulted in significant data gaps that affected the ability of the environmental professional to identify *recognized environmental conditions*, those data gaps are discussed in applicable sections of the ESA.

4.0 ENVIRONMENTAL SETTING

4.1 Topography

Farmer's review of the referenced topographic maps indicates that the Subject Site is located at an elevation of approximately 7,664 feet above mean sea level. The primary topography of the Subject Site is shown to slope to the south. The site appears to drain via sheet flow towards the airport ultimately to Tomichi Creek located approximately 1,300 feet south of the Subject Site. It should be noted that urban environment on and in proximity to the Subject Site, such as adjoining roadways, influences the local topography resulting in variable flow direction of surface water (when present).

4.2 Geology

According to information received from EDR, the geology at the Subject Site is characterized as a stratified sequence of the Precambrian Era, Precambrian System, and orthogneiss and paragneiss Series of metamorphic rock.

Soil Conservation Service STATSGO data compiled by EDR shows the sandy loam surface soils to belong to the Fola soil component. These hydrologic Class B soils have moderate infiltration rates and are well drained.

Farmer's review of the Natural Resource Conservation Service's Web Soil Survey confirmed that the predominant soils located on the Subject Site consist of Fola soil component.

4.3 Hydrology

Farmer's assessment of wetlands and potential jurisdictional Waters of the U.S. was limited to research of published information, interviews, and visual observations. It should be noted that wetlands cannot be definitively identified through visual observation alone. Defensible wetland delineations require taxonomic classification of site vegetation, an investigation into the surface and subsurface hydrology of the site, and identification of hydric soils. This level of delineation is outside of the scope of work for this assessment. Farmer's site reconnaissance and review of historical resources did not indicate the presence current or historical surface water features on the Subject Site.

Farmer's review of the United States Department of the Interior National Wetland Inventory (NWI) digital map obtained from the United States Fish and Wildlife Service's (USFWS) Wetlands Mapper, did not identify designated wetlands on the Subject Site. The storm water basin to the east is depicted as a freshwater pond with riverine drainage to the east from the basin.

Farmer reviewed the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Community Panel Number 08051C1262D (effective date May 16, 2013). The map

indicated that the Subject Site is located within unshaded Zone X, which is an area determined to be outside the 0.2 percent annual chance floodplain (area of minimal flood hazard).

Groundwater occasionally occurs in shallow, discontinuous or "perched" water bearing units where the soils are in contact with the unweathered bedrock or an impermeable soil layer. These shallow units are infrequently utilized, but are the water bearing zones with the potential to be impacted by releases from UST facilities or other surface/subsurface sources. Flow direction in these units is highly variable but is generally toward the nearest down gradient water body (lakes, creeks, rivers) and can be approximated by observing the surface topography. Recharge areas for these perched aquifers are very localized, and they can be influenced by surface development of impervious cover (buildings, parking lots, roads), major road construction (underpasses, utility trenches), and variations in annual rainfall. A subsurface investigation including the installation of a minimum of three monitoring wells would be required to accurately determine groundwater gradient on the Subject Site. Based on the topographic and geologic information identified in this report, the anticipated depth to perched groundwater on the Subject Site is approximately 20 to 25 feet below ground surface and the subsurface gradient is anticipated to be toward the southwest.

5.0 RESULTS OF THE ON-SITE INVESTIGATION

Ms. Jennifer Day, Environmental Engineer for Farmer, conducted a field investigation of the Subject Site on September 6, 2022. At the time of the field investigation, the weather was clear, with minimal wind, and temperatures in the 70s (°F). Subject Site location maps are included in Appendix A as Figures 1 and 2. Photographs of the Subject Site and surrounding properties are provided in Appendix C.

5.1 Methodology and Limiting Conditions

Farmer visually and physically observed accessible areas of the Subject Site, including the interior spaces, the exterior areas, the perimeter, and portions of the adjoining public right-of-way areas. No limitations were imposed by physical obstructions or other limiting conditions during Farmer's site reconnaissance included the following:

5.2 Observations

Subject Site Overview

Based on information obtained from the County of Gunnison Assessor's Office and Farmer's site reconnaissance, the Subject Site is approximately 1.12 acres of land and is improved with a residential structure (office), Quonset building, storage shed, and metal silo building. The Subject Site was utilized by the Warren family for their aerial photography business. Small aircraft restoration and repair was also reportedly conducted at the Subject Site.

The Quonset building was a metal structure with a concrete foundation. The west end was open with wood benches along the south wall. One area contained several containers including spray paint, insect killer, cleaners, paint, fire extinguishers, aircraft lubricants and oils, and propane cylinders. One 55-gallon drum of Aeroshell W15 5 0W oil is present.

The residential structure appears to have been used for aerial photography development and processing, several rooms were set up a dark rooms and processing rooms. A wood pellet stove is present on one room.

The storage shed is a wood frame building. Wood, old furniture, and other household type items were present in the building. One 55-gallon drum and one 40-gallon drum was present outside the storage shed.

The metal silo building had wood shelving present in the interior. The building was empty.

Interviews with Owners/Representatives

Farmer was escorted during the field reconnaissance by a representative of the Airport. He answered general questions concerning the environmental conditions on the Subject Site. Lack of information by the current owner regarding the site is considered a "data gap". It is the opinion of Farmer that the these limiting conditions did not significantly affect Farmer's ability to

identify *recognized environmental conditions* in connection with the Subject Site.

Storm Water Drainage Observations

Storm water drainage from the roofs of the Subject Buildings would appear to flow to perimeter downspouts onto ground. Storm water appears to flow via sheet flow along the ground,

Source of Drinking Water

The City of Gunnison currently provides drinking water service to the Subject Site.

According to the most recent Drinking Water Quality Report (2022), the City of Gunnison met or surpassed all EPA and Colorado health standards for drinking water. The system has never violated a Maximum Contaminant Level or any other regulatory requirement.

Sewage Disposal / Septic System

The City of Gunnison currently provides sanitary sewer service to the Subject Site. No septic systems were observed or reported to be on the Subject Site. Based on Farmer's observations and information provided by the Property Manager, the on-site drains appear to represent a *recognized environmental condition* in connection with the Subject Site.

Storage Tanks and Associated Equipment

No indications of USTs, ASTs, or associated equipment (e.g. fill ports) were observed or reported on the Subject Site.

Hazardous Chemicals and Petroleum Products

Hazardous chemicals and petroleum products were observed on the Subject Site. Containers included 1-gallon plastic containers, 5-gallon plastic and metal containers, 55-gallon metal drum of presumed petroleum products are present at various locations of the Subject Site. No indication of leaks or spills was observed.

Odors

No unusual odors were detected on the Subject Site or adjacent property right-of-way areas at the time of the investigation.

Surface Staining, Corrosion, and/or Stressed Vegetation

No significant surface staining was observed on the Subject Site during Farmer's site reconnaissance.

Polychlorinated Biphenyls (PCBs)

PCBs were commonly used in electrical and hydraulic equipment prior to an EPA ban in 1978. Farmer inspected the Subject Site systems for potential PCB-containing equipment.

Heating and Cooling Systems

A wood pellet stove was noted in residence. Space heaters were noted in the Quonset building. No other heating systems were observed. The site does not appear to use heating oil.

Drains, Sumps, and/or Pre-treatment Systems

No drains, sumps, and/or pre-treatment systems were observed on the Subject Site. Floor drains were located in the residence, presumably connected to the city sanitary system.

Pits, Ponds, and/or Lagoons

No pits, ponds, or lagoons were observed on the Subject Site.

Solid Waste Disposal

No formal waste disposal containers were observed.

Wastewater Discharges

With the exception of sanitary sewer discharge typical of commercial uses, and the drain discussed above, no industrial wastewater discharges appeared to occur at the Subject Site.

Wells and/or Cisterns

No water wells, petroleum-related wells, or cisterns were observed or reported on the Subject Site.

Railroad Spurs or Pipelines

No active railroad spurs or petroleum pipeline systems were observed on or adjacent to the Subject Site.

The Subject Site is known to have natural gas service; therefore, small diameter natural gas distribution lines are located on and adjoining the Subject Site.

5.3 Adjoining Property Observations

Adjoining properties were visually examined from public access rights-of-way to make a cursory assessment of the current land use and its potential for *recognized environmental conditions* that may have impact on the Subject Site. Reconnaissance of adjoining properties was performed by viewing land use from legal boundaries or by walking upon the adjoining properties that were legally accessible. Adjoining developments to the Subject Site are as follows:

North: residential, commercial and light industrial uses

West: Gunnison County Airport;

South: Gunnison County Airport; and

East: Gunnison County Airport.

Farmer's observation of the adjoining/nearby properties did not identify facilities that may represent *recognized environmental conditions* in connection with the Subject Site. Regulated facilities located in the vicinity of the Subject Site are described in Section 6.0.

6.0 REGULATORY/GOVERNMENTAL AGENCY INQUIRIES

6.1 Federal and State Regulatory Agencies

State and Federal regulatory database information for the vicinity of the Subject Site was obtained from EDR. The EDR database records follow the ASTM E1527-13 search distances and availability. In some cases, additional database records are available, and these databases are described if properties or facilities are identified that may pose a *recognized environmental condition* in connection with the Subject Site. Unless otherwise stated, the regulatory records reviewed by Farmer were considered to provide sufficient information to evaluate the potential existence of a *recognized environmental condition*, *historical recognized environmental condition*, *controlled recognized environmental condition*, and/or a *de minimis condition* in connection with the Subject Site.

A radius map and summarization page of the findings of the EDR research is included with the database information, which is provided in Appendix F. In addition, EDR has provided definitions for the various database functions.

In summary, the EDR research included a review of the following databases:

- US EPA National Priorities List (NPL);
- EPA Resource Conservation and Recovery Information System Treatment, Storage, and Disposal Facilities (RCRIS TSD) list;
- EPA RCRIS Corrective Actions (CORRACTS) database;
- EPA RCRIS Violations / Enforcement Actions (RCRA Violator) list;
- EPA Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS);
- EPA CERCLIS No Further Remedial Action Planned (NFRAP) sites list;
- EPA RCRIS Large Generators (RCRIS LG) / Small Generators (RCRIS SG) lists;
- EPA Emergency Response Notification System (ERNS) list;
- Colorado State Superfund list;
- Colorado State CERCLIS Equivalent (SCL) database;
- Colorado Industrial Hazardous Waste (IHW) database;
- Colorado Leaking Underground Storage Tanks (LUST) list;
- Colorado registered UST and AST list;
- Colorado Solid Waste/Landfills Permit Application (SWLF) file;
- Colorado Voluntary Cleanup Program (VCP); and
- Colorado Spills Report.

The following table includes the approximate minimum search distances and a list of the databases reviewed. These databases were selected based on minimum requirements of ASTM E1527-13. The number of facilities indicates the number of regulated facilities identified by the database provider to be present within the approximate minimum search distance for a particular database.

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
Lists of Federal NPL (Superfund) sites								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	1.000		0	0	0	0	NR	0
Lists of Federal Delisted NPL sites								
Delisted NPL	1.000		0	0	0	0	NR	0
Lists of Federal sites subject to CERCLA removals and CERCLA orders								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
Lists of Federal CERCLA sites with NFRAP								
SEMS-ARCHIVE	0.500		0	0	1	NR	NR	1
Lists of Federal RCRA facilities undergoing Corrective Action								
CORRACTS	1.000		0	0	0	1	NR	1
Lists of Federal RCRA TSD facilities								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Lists of Federal RCRA generators								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-VSQG	0.250		0	1	NR	NR	NR	1
Federal institutional controls / engineering controls registries								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROLS	0.500		0	0	0	NR	NR	0
Federal ERNS list								
ERNS	0.001		0	NR	NR	NR	NR	0
Lists of state- and tribal hazardous waste facilities								
SHWS	N/A		N/A	N/A	N/A	N/A	N/A	N/A
Lists of state and tribal landfills and solid waste disposal facilities								
SWF/LF	0.500		0	0	0	NR	NR	0
SHWF	0.500		0	1	1	NR	NR	2
Lists of state and tribal leaking storage tanks								
LAST	0.500		0	1	1	NR	NR	2

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
LUST	0.500		0	0	2	NR	NR	2
LTANKS	0.500		0	1	3	NR	NR	4
INDIAN LUST	0.500		0	0	0	NR	NR	0
LUST TRUST	0.500		0	1	1	NR	NR	2
Lists of state and tribal registered storage tanks								
FEMA UST	0.250		0	0	NR	NR	NR	0
UST	0.250		0	0	NR	NR	NR	0
AST	0.250		0	4	NR	NR	NR	4
INDIAN UST	0.250		0	0	NR	NR	NR	0
State and tribal institutional control / engineering control registries								
AUL	0.500		0	0	0	NR	NR	0
Lists of state and tribal voluntary cleanup sites								
INDIAN VCP	0.500		0	0	0	NR	NR	0
VCP	0.500		0	0	0	NR	NR	0
Lists of state and tribal brownfield sites								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMENTAL RECORDS								
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
SWRCY	0.500		0	0	1	NR	NR	1
HIST LF	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
DENVER CO HISTORIC FILL	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US HIST CDL	0.001		0	NR	NR	NR	NR	0
CDL	0.001		0	NR	NR	NR	NR	0
US CDL	0.001		0	NR	NR	NR	NR	0
PFAS	TP		NR	NR	NR	NR	NR	0
Local Land Records								
LIENS 2	0.001		0	NR	NR	NR	NR	0
Records of Emergency Release Reports								
HMIRS	0.001		0	NR	NR	NR	NR	0
SPILLS	0.001		0	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
SPILLS 90	0.001		0	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	0.250		0	1	NR	NR	NR	1
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	0.001		0	NR	NR	NR	NR	0
EPA WATCH LIST	0.001		0	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	0.001		0	NR	NR	NR	NR	0
TRIS	0.001		0	NR	NR	NR	NR	0
SSTS	0.001		0	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	0.001		0	NR	NR	NR	NR	0
RAATS	0.001		0	NR	NR	NR	NR	0
PRP	0.001		0	NR	NR	NR	NR	0
PADS	0.001		0	NR	NR	NR	NR	0
ICIS	0.001		0	NR	NR	NR	NR	0
FTTS	0.001		0	NR	NR	NR	NR	0
MLTS	0.001		0	NR	NR	NR	NR	0
COAL ASH DOE	0.001		0	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	0.001		0	NR	NR	NR	NR	0
RADINFO	0.001		0	NR	NR	NR	NR	0
HIST FTTS	0.001		0	NR	NR	NR	NR	0
DOT OPS	0.001		0	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	1	NR	NR	1
LEAD SMELTERS	0.001		0	NR	NR	NR	NR	0
US AIRS	0.001		0	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.250		0	0	NR	NR	NR	0
FINDS	0.001	1	0	NR	NR	NR	NR	1
DOCKET HWC	0.001		0	NR	NR	NR	NR	0
UXO	1.000		0	0	0	0	NR	0
ECHO	0.001	1	0	NR	NR	NR	NR	1
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
AIRS	0.001		0	NR	NR	NR	NR	0
ASBESTOS	0.001		0	NR	NR	NR	NR	0
METHANE SITE	0.001		0	NR	NR	NR	NR	0
Methane Investigation	0.001		0	NR	NR	NR	NR	0
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
Financial Assurance	0.001		0	NR	NR	NR	NR	0
LEAD	0.001		0	NR	NR	NR	NR	0
MINES	0.250		0	0	NR	NR	NR	0
NPDES	0.001	2	0	NR	NR	NR	NR	2
UIC	0.001		0	NR	NR	NR	NR	0
UMTRA	0.500		0	0	0	NR	NR	0

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MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
MINES MRDS	0.001		0	NR	NR	NR	NR	0
EDR HIGH RISK HISTORICAL RECORDS								
EDR Exclusive Records								
EDR MGP	1.000		0	0	0	0	NR	0
EDR Hist Auto	0.125		0	NR	NR	NR	NR	0
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0
EDR RECOVERED GOVERNMENT ARCHIVES								
Exclusive Recovered Govt. Archives								
RGA LF	0.001		0	NR	NR	NR	NR	0
RGA LUST	0.001		0	NR	NR	NR	NR	0
- Totals --		4	0	10	11	1	0	26

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

N/A = This State does not maintain a SHWS list. See the Federal CERCLIS list.

The Subject Site address was not identified on the regulatory databases.

Farmer reviewed the regulatory information provided in the database report to identify listed facilities located within the approximate minimum search distances. If encountered, significant facilities identified are discussed below along with their distance from the Subject Site, the regulatory database on which the facility was listed, the apparent hydrogeologic relationship to the Subject Site, information provided in the database report, Farmer's observation of the facility during the area reconnaissance (if pertinent) and/or comments, and whether or not the facility was considered to be a potential environmental concern to the Subject Site. Additional facilities may have been identified by the database provider but not presented as follows based on Farmer's judgment of significance. Those facilities are documented for reference by the reader in the appended EDR report.

Several LTank of LUST sites were identified withing the search radius. These site have under going remediation and obtained closure from the Colorado Department Labor and Employment, Division of Oil and Public Safety. Offsite contaminants were not reported, therefore based upon the distance of separation, current regulatory status, type of the remaining regulatory listings identified for the listed facilities, conditions typical of the identified facility activities, topographic relationship, and/or lack of reported releases, these regulated facilities identified in the regulatory database report do not appear to represent a *recognized environmental condition* in connection with the Subject Site.

EDR provides three proprietary databases that identify historical manufactured gas plants, dry cleaners, and auto stations that are known to EDR, typically based on city directory reviews and/or Sanborn Maps. Facilities included on this database typically operated before current regulations requiring notification/registration. No manufactured gas plants, dry cleaners, or historic auto stations were found within the search radius.

The database report listed four (4) "orphan" facilities (not mapped in the database report due to poor or inadequate address information). Based upon Farmer's area reconnaissance, distance of separation, type of regulatory listings identified for these facilities, conditions typical of the identified facility activities, and/or topographic relationship the orphan facilities do not appear to represent a *recognized environmental condition* in connection with the Subject Site.

6.2 Local Government Inquiries

City of Gunnison

Farmer submitted an open records request to the City of Gunnison for the Subject Site for distribution to pertinent city departments. Based on the response, no environmental concerns were noted for the Subject Site.

6.3 Limited Vapor Encroachment Screening

In general accordance with ASTM E1527-13, Farmer has utilized the referenced sources, EDR Vapor Encroachment Screen, and visual reconnaissance in order to assess the potential for vapor migration, attributable to substances such as volatile organic compounds (VOCs), which may represent a vapor encroachment condition (VEC) in connection with the Subject Site. ASTM International has published a *Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions* (ASTM E2600-15). ASTM E2600-15 defines a VEC as the presence or likely presence of vapors from chemicals of concern (COCs) in the subsurface of a property caused by the release of vapors on or near the property. The presence within a building of hazardous substances such as vapors that have migrated into a building from a "release into the environment" (i.e. from a release outside of the building) can result in CERCLA liability. Vapor migration in the subsurface is described in ASTM E2600-15; however, ASTM E1527-13 states that "nothing in this practice should be construed to require application of the ASTM E2600-15 standard to achieve compliance with all appropriate inquiries".

Farmer conducted a Limited Vapor Encroachment Screening (VES) of the Subject Site utilizing general procedures laid out in ASTM E2600-15. The practices laid out in ASTM E2600-15 provide useful information for evaluation of the potential condition using terminology that is clearly defined and widely recognized. Additionally, ASTM E2600-15 presents assessment approaches that are beyond the scope of ASTM E1527-13 and this Phase I ESA. Although this Limited VES draws upon the concepts laid out in ASTM E2600-15 and uses the terminology defined therein, this section represents assessment procedures required by ASTM E1527-13, but less than an ASTM International Tier 1 VES as described in ASTM E2600-15. Moreover, the information on which this Limited VES is based is limited solely to that identified during the course of the Phase I ESA.

The following table presents the *approximate minimum search distance* for Standard Environmental Record Sources for petroleum and non-petroleum COCs to identify potential areas of concern generated via the EDR Vapor Encroachment Screen. The term "*approximate minimum search distance"* is measured from the Subject Site to a known or suspect source of soil and/or groundwater contamination. These record sources were selected based on minimum requirements of ASTM E2600-15 and were augmented to include facilities that are commonly encountered and identified through other sources considered in a Phase I ESA. The number of facilities indicates the number of known or suspect contaminated sites identified during review of the standard record sources.

EXECUTIVE SUMMARY

A search of available environmental records was conducted by EDR. The report was designed to assist parties seeking to meet the search requirements of the ASTM Standard Practice for Assessment of Vapor Encroachment into Structures on Property Involved in Real Estate Transactions (E 2600).

STANDARD ENVIRONMENTAL RECORDS	Default Area of Concern (Miles)*	property	1/10	> 1/10
Lists of Federal NPL (Superfund) sites	1.0	0	0	0
Lists of Federal Delisted NPL sites	1.0	0	0	0
Lists of Federal sites subject to CERCLA removals and CERCLA orders	0.5	0	0	0
Lists of Federal CERCLA sites with NFRAP	0.5	0	0	0
Lists of Federal RCRA facilities undergoing Corrective Action	1.0	0	0	0
Lists of Federal RCRA TSD facilities	0.5	0	0	0
Lists of Federal RCRA generators	0.25	0	0	0
Federal institutional controls / engineering controls registries	0.5	0	0	0
Federal ERNS list	0.001	0	0	-
Lists of state- and tribal (Superfund) equivalent sites	not searched	-	-	-
Lists of state- and tribal hazardous waste facilities	1.0	0	0	0
Lists of state and tribal landfills and solid waste disposal facilities	0.5	0	0	2
Lists of state and tribal leaking storage tanks	0.5	0	0	1
Lists of state and tribal registered storage tanks	0.25	0	0	0
State and tribal institutional control / engineering control registries	0.5	0	0	0
Lists of state and tribal voluntary cleanup sites	0.5	0	0	0
Lists of state and tribal brownfield sites	0.5	0	0	0

ADDITIONAL ENVIRONMENTAL RECORDS				
Local Brownfield lists	0.5	0	0	0
Local Lists of Landfill / Solid Waste Disposal Sites	0.5	0	0	1
Local Lists of Hazardous waste / Contaminated Sites	0.001	0	0	-
Local Lists of Registered Storage Tanks	not searched	-	-	-
Local Land Records	0.001	0	0	-
Records of Emergency Release Reports	0.001	0	0	-
Other Ascertainable Records	1.0	3	0	1

EDR HIGH RISK HISTORICAL RECORDS				
EDR Exclusive Records	1.0	0	0	0
Exclusive Recovered Govt. Archives	0.001	0	0	-

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EXECUTIVE SUMMARY

EDR RECOVERED GOVERNMENT ARCHIVES

EDR Exclusive Records	1.0	0	0	0
Exclusive Recovered Govt. Archives	0.001	0	0	-

*The Default Area of Concern may be adjusted by the environmental professional using experience and professional judgement. Each category may include several databases, and each database may have a different distance. A list of individual databases is provided at the back of this report.

Based on information summarized in the preceding table and as may be discussed elsewhere in this report, Farmer has not identified facilities that pose an apparent VEC to the Subject Site.

7.0 CONCLUSIONS AND RECOMMENDATIONS

Farmer has performed a Phase I Environmental Site Assessment in conformance with scope and limitations of ASTM E1527-13 of the Subject Site. Any exceptions to, or deletions from, this practice are described in applicable sections of this report.

Based on review of available regulatory data and observations of the Subject Site. No recognized environmental conditions were found for the Subject Site. However, the following deminimus items require action.

- Numerous 55-gallon drums and 5-gallon containers of presumed petroleum fluids are present on the Subject Site. Storage vessels appear to be used for petroleum storage or original containers of petroleum products, contents or former contents have not been verified. Proper disposal of these containers is warranted.
- Various solid waste items are located on the Subject Site and will require disposal.

Recommendations

Based on the findings and conclusions of this Phase I ESA, Farmer recommends the following:

- Properly dispose and/or recycle petroleum products remaining onsite in various sized containers.
- Prior to demolition of structures, a Colorado licensed asbestos building inspector will need to evaluate suspect asbestos containing materials

This summary is for convenience only and should not be relied upon without first reading the full contents of this report, including appended materials.

8.0 CERTIFICATION AND QUALIFICATIONS

Signature of Environmental Professional(s)

I declare that, to the best of my professional knowledge and belief, I meet the definition of *Environmental Professional* as defined in §312.10 of 40 CFR §312. I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the Subject Site. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Jennifer Day, P.E.
Environmental Professional

Qualifications of Farmer Personnel

In accordance with ASTM E1527-13, this report includes the qualifications of the *Environmental Professional*, and the qualifications of the personnel conducting the site reconnaissance and interviews, if conducted by someone other than an *Environmental Professional*. These qualifications are documented in the appendices.

9.0 REFERENCES

References used in preparation of this report are cited throughout the text and/or provided below:

City of Gunnison. *2022 Annual Drinking Water Quality Report.*

Environmental Data Resources, Inc. (EDR). *The EDR Radius Map Report with GeoCheck,* 519 Rio Grande Avenue, Gunnison, Colorado 81230. Inquiry Number: 7096420.2s. Dated August 24, 2022.

Environmental Data Resources, Inc. (EDR). *EDR Vapor Encroachment Screen.* 519 Rio Grande Avenue, Gunnison, Colorado 81230. Inquiry Number: 7096420.2s. Dated September 16, 2022.

Environmental Data Resources, Inc. (EDR). *Certified Sanborn Map Report.* 519 Rio Grande Avenue, Gunnison, Colorado 81230. Inquiry Number: 7096420.3. Dated August 23, 2022.

Environmental Data Resources, Inc. (EDR). *EDR Historical Topo Map Report with QuadMatch.* 519 Rio Grande Avenue, Gunnison, Colorado 81230. Inquiry Number: 7096420.4. Dated August 23, 2022.

Environmental Data Resources, Inc. (EDR). *The EDR-City Directory Abstract,* 519 Rio Grande Avenue, Gunnison, Colorado 81230. Inquiry Number: 7096420.5. Dated August 26, 2022.

Environmental Data Resources, Inc. (EDR). *The EDR Aerial Photo Decade Package.* 519 Rio Grande Avenue, Gunnison, Colorado 81230. Inquiry Number: 7096420.8. Dated August 25, 2022.

Federal Emergency Management Agency (FEMA). *Flood Insurance Rate Map* (FIRM). Community Panel Number 08051C1262D (effective date May 16, 2013).

United States Department of the Interior National Wetland Inventory (NWI). *United States Fish and Wildlife Service (USFWS) Wetlands Mapper*. www.fws.gov/wetlands/data/mapper.html

LEASE

THIS AGREEMENT, Made and entered into this 7th day of October, A.D. 1980, by and between the BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO, hereinafter referred to as "County", and GORDON B. WARREN of Gunnison, Colorado, hereinafter referred to as "Lessee".

Recitals

1. On the 5th day of September, A.D. 1967, the County leased to Western State Aviation, Inc., a Colorado corporation, certain real property located in Gunnison County and within the designated boundaries of the Gunnison County Airport. A copy of said lease indenture is attached hereto as Exhibit A.

2. The Lessee, herein above-named, is the successor in interest to Western State Aviation, Inc. with respect to the interest of said corporation in said lease.

3. Said lease covered land which the County has now determined will be needed in the foreseeable future for airport purposes at the Gunnison County Airport.

4. The Lessee and the County are willing to change the terms of said lease in the manner set forth in this agreement in order to permit the County to gain the use of part of the property presently covered by the 1967 lease.

NOW, THEREFORE, THE PARTIES HERETO AGREE each with the other as follows:

The County Agrees

1. Upon the termination and relinquishment to the County of all outstanding interests arising by virtue of that lease set forth in Exhibit A, to lease to Lessee, under the terms and conditions contained herein, that real property more-fully described in Exhibit B, attached hereto and by reference

incorporated herein.

2. To lease said land to Lessee until September 5, 1997; provided, however, the Lessee, at the option of the Lessee, may choose to extend this lease for two (2) additional periods of twenty (20) years each by giving at least thirty (30) days notice prior to the expiration of any of the lease periods provided for herein.

3. That, subject, only to the provisions contained herein, the Lessee shall have the right to make repairs and improvements to the buildings located on the leased premises.

4. Business fixtures installed by the Lessee shall remain the property of the Lessee and may be removed by him at the expiration of the lease.

The Lessee Agrees

1. To use the leased premises in connection with and for the purpose of his aerial photography business and related activities including the storage, maintenance and repair of aircraft; storage and use of photographic chemicals, equipment and supplies; and the use of the leased premises for residential purposes of the Lessee and his family.

2. To not use the leased premises in any manner that violates the regulations of or does not meet the approval of the Federal Aviation Administration or its successor agency.

3. To keep the leased premises in good repair and in a clean condition during the term of this lease at the Lessee's own expense.

4. To hold the County harmless from any and all damages, claims, costs or expenses arising out of the use of the leased premises by the Lessee and to take all steps necessary to pay or defend against any mechanics liens, materialmans liens, or other liens filed against the leased premises as a result of work done by or at the request of the Lessee.

5. To not allow said premises to be used for any purpose that will increase the rate of insurance on the buildings or on other premises owned by the County and not to permit the leased premises to be used in any manner prohibited by applicable federal, state, county, or municipal statutes, ordinances, resolutions, or regulations.

6. To not sublet the leased premises or make any major changes in the nature of the use of the leased premises without the written consent of the County being first had and obtained. Nothing herein shall be construed as prohibiting the transfer of the Lessee's interest hereunder or subletting of the premises to members of the family of the Lessee or to business associations wholly owned and controlled by said family member, nor shall anything contained herein be construed as prohibiting the transfer of the Lessee's interest to a qualified party who will agree to use the subject premises for the same use as the Lessee and otherwise agree to be bound by the provisions of this lease.

7. To pay all water and gas bills, electricity and telephone bills charged against said premises and to pay such taxes, assessments and other charges that may, in the future, be assessed against the leased premises.

8. The Lessee, for himself, his heirs, personal representatives, successors-in-interest, and assigns, as a part of the consideration hereof, further covenants and agrees:

a. That in the event that facilities are constructed, maintained or otherwise operated on the property described in this lease for a purpose for which a Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements

imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

b. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

c. In the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; provided, however, that the Lessee's agreement to furnish its services on a fair, equal and not unjustly discriminatory basis to all users thereof, shall not be construed as prohibiting the Lessee from making reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers of the Lessee's services.

In the event of breach by the Lessee of any of the above non-discrimination covenants, Gunnison County shall have the right to terminate the lease and re-enter and repossess said land and facilities located thereon, and to hold the same as if said lease had never been made or issued; provided, however, that in such event, business fixtures, personal property, supplies and equipment maintained on the premises by the Lessee may be removed by the Lessee.

Further Covenants and Agreements

1. Throughout the term of this lease or any extension

hereof, the County shall have the right to purchase the unexpired term of this lease for the current market value of the premises herein described. If the parties are unable to agree upon such value, the same shall be determined by a board of three (3) appraisers. Said appraisers are to be selected one by the County, one by the Lessee and the third by the two appraisers first chosen. The price so fixed by said appriasers shall be binding upon the parties who shall have the obligation of paying the Lessee such amount within sixty (60) days.

2. In the event the County determines that it is necessary for airport purposes to relocate the hangar located on the leased premises to another part of the leased premises, such relocation may be done, but shall be done at County expense and in a manner that minimizes inconvenience and interruption of the business operations of the Lessee.

3. The County will operate the Airport and will keep the Airport open to all types, kinds and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds and classes; provided, however, the County may establish fair, equal and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe, efficient operation of the Airport; and provided further that the County may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such prohibition is necessary for the safe operation of the Airport or necessary to service the civil aviation needs of the public.

4. The County will not grant or permit any exclusive right forbidden by Section 308(a) of the Federal Aviation Act of 1958 (49 USC 1349(a)) at the Airport or any other airport now owned or controlled by the County.

License to Use Additional Property

The County agrees that the Lessee shall have a license to use that property more fully described in Exhibit C, attached hereto and by reference incorporated herein, under the same terms and conditions as applied to that real property leased to the Lessee and described in Exhibit B; provided, however, that the Lessee's license to use the subject real property may be terminated by the County upon giving thirty (30) days written notice of such termination to the Lessee.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the terms, covenants and conditions contained herein are and shall be binding upon the heirs, successors and assigns of the respective parties hereto. It is further mutually understood and agreed that upon the execution of this lease agreement by the parties hereto, all of the rights and obligations accruing to the respective parties by virtue of that lease set forth in Exhibit A be and the same hereby are terminated, relinquished and surrendered by the respective parties hereto.

WITNESS our hands and seals on the date set forth above.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

George E. Means

Attest:

Kenneth Watters

GORDON B. WARREN

Gordon B. Warren

FIRST NATIONAL BANK
Gunnison, Colorado

Attest:

Donald L. East
Pres.

Rec. Oct. 2, 67

Book 397, 30

EXHIBIT A

LEASE

THIS INDENTURE, Made and entered into at Gunnison, Colorado, this 5th day of September, A. D. 1967, by and between THE BOARD OF COUNTY COMMISSIONERS of Gunnison County, Colorado, hereinafter called "County", and WESTERN STATE AVIATION, INC., a Colorado corporation, hereinafter called "Lessee",

WITNESSETH:

That the County, for and in consideration of the covenants and agreements hereinafter contained, to be kept and performed by the Lessee, has demised and leased unto the Lessee, the following described lands, situate in the County of Gunnison, Colorado, more particularly described as follows:

A tract of land in the Northeast quarter of the Southwest quarter (NE¼SW¼) of Section Two (2), Township Forty-nine (49) North, Range One (1) West, New Mexico Principal Meridian, Gunnison County, Colorado:

Beginning at a point on the north boundary of the Gunnison Airport and 50 feet west of the center line of the highway to the Airport from which the East quarter corner of Section Two (2), Township Forty-nine (49) North, Range One (1) West, New Mexico Principal Meridian bears North 86°10' East 2667.1 feet, thence along Airport boundary South 89°03' West 233 feet, thence South 62°51' West 250 feet, thence South 155 feet, thence South 22°00' East 125 feet, thence North 68°00' East 300 feet to a point 50 feet West of center line of highway to Airport, thence North 26°51' East 190 feet, thence North 22°40' East 115 feet to the point of beginning, containing 2.59 acres,

TO HAVE AND TO HOLD THE SAME, to the Lessee, from the 5th day of September, A. D. 1967, until the 5th day of September A. D. 1997. The Lessee in consideration of said demise, covenants and agrees with the County as follows:

FIRST. To pay as rent for the demised premises the sum of Thirty ($30.00) Dollars, payable in thirty installments of One ($1.00) Dollar each in advance, upon the 5th day of each September during such term, at Gunnison, Colorado.

SECOND. The Lessee has examined and knows the condition of said premises, and has received the same in good order and repair; that the Lessee may use said premises as a location for the dwelling house of its manager and in connection with its business purposes and for no purpose which does not meet the approval of the F.A.A. or which is contrary to applicable F.A.A. regulations; that it will keep said premises in good repair and in a clean condition during the term of this lease at its own expense.

THIRD. The County shall not be liable for any damage occasioned by the failure to keep said premises in repair, and shall not be liable for any damage done or occasioned by any business or use that the premises are put to by the Lessee.

FOURTH. The Lessee will not allow said premises to be used for any purpose that will increase the rate of insurance on the buildings or premises owned by the County; it will not permit said premises to be used for any unlawful purposes; it will not permit the same to remain vacant or unoccupied; it will not sublet the same without in each case, the written consent of the County being first had and obtained.

FIFTH. The Lessee shall pay all water and gas bills, electricity and telephone bills charged on said premises for and during the time for which this lease is granted.

SIXTH. In the event Gordon B. Warren ceases to be the Airport Manager of the Gunnison County Airport, the County of Gunnison shall have the right to purchase the unexpired term of this lease for the current market value of the premises herein described. If the parties are unable to agree upon such value, the same shall be determined by a board of three appraisers. Said appraisers to be selected, one by the County, one by the Lessee and the third by the two appraisers first chosen. The price so fixed by said appraisers, shall be binding upon the County, who shall have the obligation of paying Lessee such amount, in cash, within sixty days.

In the event Warren receives a bona fide offer to purchase the unexpired portion of said lease, the County shall have the first right to repurchase said lease by tendering to said Lessee the amount of any actual bona fide offer made to the Lessee by a third party, within sixty days of notice to it of said offer to purchase.

The parties agree that the covenants and terms hereof shall be binding upon the heirs, executors, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
of Gunnison County, Colorado

/s/ Frank A Stephenson

/s/ C M Rowland

/s/ Kenneth Walters

ATTEST:

/s/ Evelyn Tague
County Clerk

WESTERN STATE AVIATION, INC., a
Colorado corporation

By Gordon B. Warren
President

ATTEST:

Secretary

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That WESTERN STATE AVIATION, INC., a Colorado Corporation, does hereby set over and assign to The First National Bank of Gunnison, Colorado, all of its right, title and interest in the foregoing lease and its right to possession to the premises described therein for the purpose of securing the payment of a note dated and secured by a deed of trust bearing the same date. The condition of this assignment is that if the said note is paid in accordance with its terms, this assignment shall become null and void, otherwise to remain in full force and effect.

DATED at Gunnison, Colorado, this 14th day of September, A. D. 1967.

WESTERN STATE AVIATION, INC.,
a Colorado corporation

By _____
President

ATTEST:

_____
Secretary

CONSENT TO ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That the BOARD OF COUNTY COMMISSIONERS of Gunnison County, Colorado, for Ten Dollars and other good and valuable consideration in hand paid it, does hereby consent to the above and foregoing Assignment for the uses and purposes therein stated.

DATED at Gunnison, Colorado, this 18th day of September, A. D.1967.

THE BOARD OF COUNTY COMMISSIONERS
of Gunnison County, Colorado

745

CMR

KW

ATTEST:

E. T.

County Clerk

EXHIBIT B

A tract of land situated in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section Two (2), Township Forty-nine (49) North, Range One (1) West of the New Mexico Principal Meridian, County of Gunnison, State of Colorado, particularly described as follows:

Beginning at the Southwest Corner of said Section 2; thence north 44°49'25" east 3085.01 feet to the true point of beginning, being also the Southwest Corner of the tract described in Exhibit C; thence north 68°19'21" east 57.00 feet to a point; thence north 21°40'39" west 44.24 feet to a point in line with a fence; thence north 68°04'37" east 163.16 feet along said fence line, being also the south line of said north tract described above to a Jaschke pin set in line with said fence; thence south 22°36'17" east 176.25 feet along the east boundary line of the tract herein described to a Jaschke pin, being the Southeast Corner of said tract; thence south 68°36'31" west 223.01 feet along the south boundary line of the tract herein described to a Jaschke pin, being the Southwest Corner of said tract; thence north 21°40'39" west 130.17 feet along the west boundary line of the tract herein described to the true point of beginning; containing 0.83 acres, more or less.

EXHIBIT C

A tract of land situated in the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section Two (2), Township Forty-nine (49) North, Range One (1) West of the New Mexico Principal Meridian, County of Gunnison, State of Colorado, more particularly described as follows:

Beginning at the Southwest Corner of said Section 2; thence north 44°49'25" east 3085.01 feet; thence north 21°40'39" west 44.00 feet along a line to a point of intersection with a fence and to a Jaschke pin set in line with said fence, being the true point of beginning; thence north 21°40'39" west 83.22 feet along the west boundary line of the tract herein described to a point on the south right of way line of US Highway 50, being also a point on a curve; thence a distance of 224.45 feet along said right of way line to a curve to the left, having a delta of 06°23'53", a radius of 2010.00 feet, and a cord bearing north 54°38'26" east 224.33 feet to the Northeast Corner of the tract herein described thence south 22°36'17" east 135.36 feet along the east boundary line of the tract herein described to the intersection with the said fence line and a Jaschke pin set in line with said fence; thence south 68°04'37" west 163.16 feet to a point; thence south 68°04'51" west 56.99 feet, more or less to the point of beginning; containing 0.54 acres, more or less.

Subject to rights of way and easements in place and of record for public streets, roads and utilities including that twenty (20)-foot water and sewer easement recorded in Book 346 at Page 55 of the records of the Clerk and Recorder of Gunnison County.

Airport Lease Termination Agreement

THIS AGREEMENT FOR TERMINATION OF A GROUND LEASE ("Agreement") is made and entered into as of this 5th day of December 2022 and is among:

Mark W. Warren ("Lessee"), and

The Board of County Commissioners of Gunnison County, Colorado ("County").

Recitals:

WHEREAS Gunnison County and Gordon B. Warren entered into a lease agreement ("Lease") (attached hereto as Exhibit A) on October 7, 1980; and

WHEREAS Mark W. Warren, heir to the Lease and the current occupant of the property, wishes to terminate the Lease with the County effective upon execution of this Agreement and payment by the County of the agreed to amount for the remaining term of the last 20 (twenty) year extension of the Lease, exercised in 2017; and

WHEREAS the Lease provides the County the right to purchase from Lessee the unexpired term of the Lease in paragraph 1 of the Further Covenants and Agreements section; and

WHEREAS the Lessee desires to sell and the County desires to purchase the remaining term of the Lease for the purpose of supporting future general aviation use and activity; and

WHEREAS the County agrees to pay and Lessee agrees to accept a total sum of $90,000 (ninety thousand dollars) for the purchase of the remaining term of the Lease; and

WHEREAS the County has conducted a Phase 1 Environmental Assessment (attached hereto as Exhibit B) and Lessee is relieved of any liability related to toxic wastes, hazardous materials, or undesirable substances related to the premises of the Lease; and

WHEREAS the parties agree that following execution of the Agreement, the remaining structures will be the property of the County and any costs or benefits associated with said structures become the responsibility of the County; and

WHEREAS the parties agree that following execution of the Agreement Lessee transfers to the County any right or claim to the City of Gunnison sewer tap located at the northwest corner of the property of the Lease; and

WHEREAS Lessee agrees that all desired personal property will be removed prior to execution of the Agreement and there are no liens against the Lessee, Lease or Lease premises and property; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the parties hereto agree:

1. **PAYMENT**

County agrees to pay $90,000 (ninety thousand dollars) in exchange for the remaining term of the Lease, property improvements and sewer tap, and Lessee agreement to termination of the Lease.

2. **RELEASE OF LIABILTY**

Country relieves Lessee of any liability related to toxic wastes, hazardous materials, or undesirable substances related to the premises of the Lease, subject to and without waiving the County's sovereign immunity.

3. **TERMINATION OF LEASE**

Upon execution of this Agreement, the parties agree that the Lease is terminated and each acknowledges and agrees that the Lease and all of Lessee's right, title and interest under the Lease and any estate created thereby shall be deemed terminated and Lessee agrees to surrender and return possession of the premises of the Lease.

4. **GOVERNING LAW**

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

5. **COUNTERPARTS: FACSIMILE TRANSMISSION.**

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

6. **MISCELLANEOUS**

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

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

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

(d) 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.

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

LESSEE

Mark W. Warren

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

The foregoing Airport Lease Termination Agreement was acknowledged before me this 5th day of December, 2022, by.

QUINN C. NELSON LICENSE #207869 NOTARY PUBLIC COMM. EXP. 5/14/2023 STATE OF WASHINGTON

Witness my hand and official seal.

My commission expires: 5/14/2023

Notary Public

BOARD OF COUNTY COMMISSIONERS

OF GUNNISON COUNTY, COLORADO

By: _____

Jonathan Houck, Chairperson

ATTEST:

_____

Deputy Clerk

Attachments

EXIBIT A
LEASE

EXIBIT B ENVIRONMENTAL
ASSESSEMENT PHASE 1

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing; Region 10 Community Development Bl

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Dan Scinto, the Director for Reg 10's Business Loan Fund, has asked for Board approval on a Reg 10 Community Development Block Grant Application. There will be a public hearing right after a brief presentation/discussion with Dan.

Fiscal Impact:

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

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/1/2022

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

Comments:
BOCC will need to conduct a public hearing starting at 9a on this agenda item, following public hearing protocol. Otherwise, appears legally sufficient.

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/16/2022 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/16/2022

( ) Consent Agenda (•) Regular Agenda ( ) Worksession Time Allotted: 10

Agenda Date: 12/20/2022

Revised April 2015

Colorado Office of Economic Development and International Trade

Community Development Block Grant

Business Loan Funds Application

Alyson Anderson
1313 Sherman Street
Denver, Colorado 80202
Phone: 720-387-0267
Fax: (303) 864-7745
TDD: 1-800-659-2656

11/21/2022

APPLICATION CHECKLIST
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
BUSINESS LOAN FUND

Applications will be considered on an on-going basis if funds are available. For multi-jurisdictional applications, a copy of the application must be available for public review in each participating jurisdiction-- as required by HUD. A complete Community Development Block Grant (CDBG) application consists of:

1. **Application Forms.** One signed original (signature of the chief elected official).

   In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to sign this form.

2. **Applicant Statement of Assurances and Certifications.** One signed original (signature of the chief elected official).

   In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to sign this form.

3. **Citizen Participation Plan.** One signed original (signature of the chief elected official).

   In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to have a Citizen Participation Plan and to submit it with the application.

4. **Public Hearing.** Original publisher's affidavit with an attached copy of the public notice. At least one public hearing must be held prior to the submission of an application. Adequate notice of the public hearing must be published at least once in a newspaper of general circulation at least 5 days prior to the public hearing. It should also be posted in the City/Town Hall or County Courthouse and in other places frequented by the public, especially low and moderate income persons, benefitting from or affected by proposed CDBG activities.

   In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to publish a notice pertaining to the public hearing in at least one newspaper in their jurisdiction having area-wide circulation and each participating jurisdiction is required to hold at least one public hearing.
   This may be one combined public meeting if properly advertised in the other jurisdictions.

5. **Intergovernmental Agreement.** Required only in the case of a multi-jurisdictional application. One signed original (signatures of the chief elected officials) of a fully executed, legally binding cooperation agreement between the designated lead jurisdiction and all other directly participating municipalities and counties.

   In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to sign this agreement.

6. **Residential Anti-displacement and Relocation Assistance Plan.** One signed original (signature of the chief elected official).

   In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to have a Residential Anti-displacement and Relocation Plan and to submit it with the application.

Please forward the completed application to:

Colorado Office of Economic Development
and International Trade
Alyson Anderson
1313 Sherman Street
Denver, Colorado 80202
Phone: 720-387-0267
Fax: (303) 864-7745
TDD: 1-800-659-2656

Grantee DUN's # 149163032

APPLICATION FORMS
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
BUSINESS LOAN FUND

Applicant: Montrose County as Lead County for Delta, Gunnison, Hinsdale, Montrose, Ouray and San Miguel Counties.

Date: 12/06/2022
Address: 317 South 2nd Street Phone: (970) 249-7755
City, State, Zip: Montrose, CO 81401
Contact: Keith Caddy Title: Chairman, Board of County Commissioners

Sub-Grantee: Region 10 League for Economic Assistance and Planning
Address: 145 S. Cascade Avenue Phone:970-249-2436
City, State, Zip: Montrose, CO 81401
Contact: Michelle Haynes Title: Executive Director
Duns Number #149163032

Service Area: Delta, Gunnison, Hinsdale, Montrose, Ouray and San Miguel Counties in Western Colorado, including eighteen municipalities in those counties

Funds Requested: $348,000

Proposed CDBG Budget:

	Activity	Amount	Source	Status
1.	Assistance to Businesses: Proposed Leverage	$294,000	CDBG	Applied For
2.	Administration: Proposed Match	$56,000	CDBG	Applied For

3. Other: (describe if any) N/A

4. Please outline the proposed *administrative* budget for *each* year of the proposed business loan fund contract term as follows:

BLF BUDGET

A.

		CDBG Funds Requested	Other Funds	Source of Other Funds
Personnel				
Salary	$ 185,624	$ 64,968	$120,656	Interest/Fees/other grants
Fringe	$ 55,696	$ 19,493	$ 36,202	Interest/Fees/other grants
SUBTOTAL	$ 241,320	$ 84,461	$ 156,858	
Operations				
Postage/Shipping	$ 1,200	$ 420	$ 780	Interest/Fees/other grants
Software Fees	$ 3,600	$ 1,260	$ 2,340	Interest/Fees/other grants
Legal Fees	$ 6,000	$ 2,100	$ 3,900	Interest/Fees/other grants
Supplies/Other Expenses	$ 40,950	$ 14,332	$ 26,618	Interest/Fees/other grants
Consulting Fees	$ 48,000	$ 16,800	$ 31,200	Interest/Fees/Other Grants
Contractual Services	$ 12,000	$ 2,520	$ 9,480	Interest/Fees/Other Grants
SBA Loan Interest	$ 10,800	$ 3,780	$ 7,020	Interest/Fees/other grants
Loan Expenses	$ 12,000	$ 4,200	$ 7,800	Interest/Fees/other grants
Bad Debt/Write off	$ 42,000	$ 14,700	$ 27,300	Interest/Fees/other grants
Travel	$ 11,200	$ 3,920	$ 7,280	Interest/Fees/other grants
SUBTOTAL	$ 187,750	$ 64,032	$ 123,718	
TOTAL	$ 429,070	$ 148,493	$ 280,576	

B. OTHER FUNDS REQUESTED OR COMMITTED: N/A

Please describe how the proposed BLF policies address the following required elements:

1. Job Creation/Retention (and National Objective):

All borrowers for the CDBG or MEP Creation/Retention Method will be required to demonstrate how they will create or retain jobs. One full time equivalent (FTE) job is based on a 40-hour week, and part time jobs are converted to FTEs on that 40-hour basis. The number of jobs projected to be created depends on the type of business and is based on prevalent practices in each industry. However, the cost per job is not anticipated to exceed $20,000. On that basis, a minimum of 12 jobs will be created. Borrowers are generally required to create the jobs within 12 months of loan closing and must report results to Region 10 at least quarterly. In accordance with the National Objective, Region 10 will certify that at least 51% of the jobs will be taken by low or moderate income persons.

Although the primary purpose of this program is to develop and create new jobs, a secondary priority will be job retention. The retention of jobs can only be used to qualify for BLF financing if a business can satisfactorily demonstrate that jobs will be lost if the financing is not provided.

Job creation for the MEP will not be required under the Limited Clientele Method.

2. Business Types:

The purpose of the BLF is to support business activities – for which credit is not otherwise available – with terms and conditions that would permit completion and/or successful operation, accomplishment of a business objective, or creation and/or retention of job opportunities primarily for persons from low and moderate-income households. Loans to both for-profit and not-for-profit businesses will be considered

Generally, the BLF targets businesses proposing to move into local opportunity markets, export a value-added product, or bring new revenue from outside the region. Some consideration is given to local priorities such as tourism or retail development. However, the BLF will consider assistance to any type of business where jobs are created or retained. Categories and priorities are as follows:

(a) **Expansion of existing business**: Projects receiving the highest priority are expansions of existing, successful businesses. Within this category, businesses that have the potential to hire low to moderate-income persons will be given a higher priority. Usually, this type of business is looking to increase working capital, acquire or upgrade fixed assets, expand inventories, introduce a new product or penetrate a new market with existing products or services.

(b) **Retention of existing business employment**: Projects receiving the next priority are existing businesses that need assistance to retain jobs. Businesses receiving priority would be the firms involved in value-added product or service export bringing revenue to the region, those filling an available niche in the local economy and those generating significant tax revenue for the local community. Retention situations may involve upgrading plant or equipment, and/or working capital necessary to regain competiveness or increase market share.

A business requesting BLF support for retention purposes must be able to demonstrate a history of effective management, viable markets for its products and services, and importance to the local economy. In some instances, a portion of a the work force scheduled for layoff may be retained in connection with an expansion loan, enabling the business to undertake larger products and create new jobs. Other combinations of advantages to the region may also be considered.

(c) **Start up or new-to-the-region businesses**: The next priority will be given to start up and new businesses within the region. Start up and new businesses involve a higher degree of risk. In response to this situation, a higher ratio of private capital will usually be required. Locally owned companies, or those with local management, are preferred. Loans to companies with non-local ownership will be considered if other criteria are met and the employment impact is significant.

Other factors considered are:

(a) The primary characteristics of the business, including the character of the borrower, credit worthiness, adequate cash flow, sufficient collateral, and the capacity to repay the note.
(b) Projects owned or managed by minorities and women, are subject to the same review standards as other projects. However, women and minority owned business enterprises are specifically encouraged to apply for BLF assistance.
(c) Businesses identified as having significant growth potential may be given additional technical assistance, provided that significant market research and planning can be demonstrated by the borrower, leveraging from other sources is strong, and other benefits of the proposed project are attainable in the near term.
(d) Encouragement will be given to businesses that will build the tourism and service sectors of the regional economy. Encouragement is also given to manufacturing industries that add value to local natural resources, or businesses that help build Colorado's energy economy.
(e) Where a BLF loan can help add or stabilize the region's tax base through real estate, capital equipment, and sales taxes generated by increased business and employee spending, additional consideration is warranted.

3. Minimum & Maximum Amounts of loans to be made:

For CDBG loans, the minimum loan amount is $5,000. There is no maximum loan amount, though most loans will not exceed $250,000. All loan requests are open to consideration and discussion. For MEP loans, the maximum loan amount is $100,000. The maximum technical assistance amount for these loans will be lesser of 5% or $5,000. The total value of loan and technical assistance provided will not exceed $100,000.

4. Leveraging:

For CDBG loans, the overall leveraging target for CDBG funds will be 1:1. Meaning the BLF loans will not exceed 50% of the overall financing in aggregate. The 1:1 ratio may be exceeded for an individual loan if the overall average leveraging of the existing portfolio has achieved the 1:1 required leveraging. Assistance will be provided to all borrowers in securing other sources of financing. This assistance will consist of introductions to local banks and other state and federal lending programs. Borrowers without an identified source for their outside financing will be encouraged to seek commercial financing from banks within the region. Documentation of the commitment for outside financing shall seek commercial financing from banks within the region. Documentation of the commitment for outside financing shall be provided to the BLF Director with acknowledgment of the BLF loan portion including the proposed BLF loan terms.

For MEP loans, leveraging is not required.

5. **Rates & Terms**:

The BLF Director will utilize an interest rate for CDBG and MEP loans under guidelines established by the BLF Committee. The minimum interest charged for CDBG funds will be zero (0%) per annum. The

maximum interest rate on the CDBG loans will not exceed 2% above the prime interest rate as published by the *Wall Street Journal*, at the time the loan is approved.

The maximum interest rate on the MEP will be twenty-one percent (21%) per annum. A loan at maximum rate will be rare though, since typical loans average around three percent (3%) above prime. MEP loans may be made with a variable interest rate.

Loan terms for CDBG and MEP loans can range from a minimum of 1 year to a maximum of 10 years depending on the borrower's cash flow projections and the nature of the security provided and its depreciable life. Interest and/or principal payments may be deferred up to a maximum of two years as necessary for individual loans. Although the maximum loan term is 10 years, a loan can be amortized for a period of up to 20 years with a provision for a balloon payment or an adjustment of the interest rate at the end of the loan period.

6. Fees:

The following fees for the CDBG and MEP programs shall be charged:

- Up to 2% of the loan amount may be charged as an origination fee to assist in loan package preparation, at the discretion of the BLF Director

7. **Use of Proceeds**:

Loan funds from the CDBG and MEP programs may be used to finance the following:

- Capital equipment
- Inventory
- Working capital
- Purchase of existing buildings
- Other fixed assets
- Equity participation in exchange for business shares or royalty payments
- Refinance of existing debt (must demonstrate special need)
- Construction of new facilities and renovation of interiors and exteriors (discouraged due to Davis-Bacon Act and other federal requirements)

8. **Collateral Requirements**:

All CDBG and MEP loans will require collateral as well as personal guarantee(s) from the borrower(s). The loan will not exceed 100% of the market value of the collateral.

9. Types of Assistance: (loans, equity, guarantees, etc.)
Most assistance will be provided through loans with the potential of equity positions. No loan guarantees are anticipated.

10. **Past Performance**: **ALL CONTRACTS (8)**

CDBG Funds Received:	$6,063,104
Program Income Generated:	$0
Miscellaneous Income Generated	$0
Other Funds Received:	$650,501
Administration	$474,821
Loans	$0
Total Funds Loaned:	$5,445,603
Number of Loans Made:	50

Amount Defaulted:	$204,055
Number of Loans Defaulted:	5
Total Funds Lost:	$204,055
Number of Jobs Created/Retained	502
Number of L/M Jobs Created/Retained	654

Management:

1. Please describe your proposed administrative structure. Specify who is responsible for completing defined tasks. Be specific.

Region 10 will administer the CDBG and MEP loan programs. The BLF Director will provide overall management of the program under the direct supervision of the Executive Director. The BLF Director will evaluate borrower applications and financial statements and prepare the loan packages, including the assurance of loan contract compliance, environmental review, loan analysis, loan packaging, loan closing, and loan servicing. The Accountant and Administrative Assistance will provide administrative support in filing, correspondence, preparation of loan documentation, loan servicing, and other clerical support as necessary. The Accountant will receive payments, prepare vouchers, prepare deposits, prepare checks, post expense for general ledger, prepare quarterly financial statements, and required reports and drawdown documentation.

2. **Describe the composition of your loan committee. Describe its relationship to the governing board**.

The BLF Committee is a twelve-member group, two from each of the six counties, appointed by the County Commissioners of each County. The BLF Committee establishes lending criteria for all loans; also, they approve individual loans of more than $50,000. The membership of the loan committee represents the banking/lending industry and general business community of the region. Region 10's Bylaws outline all BLF Committee member responsibilities and procedures.

The BLF Committee meets quarterly, and more often as necessary. In order to promptly review loan applications, meetings of the BLF Committee may be held via phone conference, in which materials are emailed in advance. A quorum for the BLF Committee meeting shall be a majority of the appointed members present in person or via telephone. In the event a quorum is attained, decisions may be ratified through ballots emailed to and returned by sufficient BLF Committee members.

The Region 10 Bylaws also outline the relationship and oversight provided by the Board of Directors. The BLF Director provides monthly reports to the Region 10 Board or Executive Committee. The BLF Committee appoints a Chairman. The Chairperson of the BLF Committee is a member and officer of the Region 10 Board of Directors. The Board of County Commissioners of each county appoints BLF Committee members representing that county for two-year terms. There is no limit to the number of terms a committee person may serve.

3. Describe the relationship between the BLF and the unit of local government who is sponsoring this application.

The Montrose County Board of County Commissioners has entered into a Memorandum of Agreement with Region 10 for the implementation and administration of the CDBG portion of the BLF. Region 10 shall establish and maintain a loan committee as outlined in the above section to oversee all loan decisions. The BLF Committee will make final loan decisions except in the case of an appeal or when a waiver is needed of the loan underwriting guidelines. In these latter situations, the Region 10 Executive Committee or Board of Directors shall make the final decision pending state approval. The Memorandum of Agreement will outline the services that the county will provide including accounting for grant funds and grant audit. Region 10 shall be allowed to receive all fees, interest, and other miscellaneous income generated from the operation of the BLF. Both parties acknowledge that the BLF will be a source of ongoing revenues for the administrative expenses of Region 10.

4. Describe the relationship between the BLF and lending institutions in the service area.

The BLF Committee maintains a minimum of two representatives from the local lending institutions in its membership. In cooperation with the Small Business Development Center at Western State Colorado University, the BLF Director maintains good communications with the most local lending institutions. As a former banker in the region, the BLF Director is on excellent terms with regional banks, the Small Business Administration, the Colorado Lending Source, and other financing institutions.

5. How does the BLF relate and coordinate with other economic development activities in the area?

As part of an Economic Development Administration designated and funded district, the BLF maintains good communications with local economic development organizations, such as the Montrose Economic Development Corporation (MEDC), Delta County Economic Development (DCED), Small Business Development Center (SBDC). In the last 2 years, Region 10 BLF has maintained a relationship with the following groups as a funding and Technical Assistance resource: Engage – Delta Incubator, Gunnison Ice Lab, and the Telluride Venture Accelerator.

6. **Please attach a proposed project list**. The list should include: type of project; amount requested; and status.

Region 10			
Projected Loan Queue			
Industry	**Request**	**Dollar Request**	**Status**
Manufacturing	Equipment/Working Capital	$ 150,000	Pending
Technology	Equipment/Working Capital	$ 50,000	Pending
Service	Equipment	$ 5,000	Pending
Hotel	Improvements	$ 200,000	Pending
Restaurant	Start-Up	$ 125,000	Pending
Service	Working Capital	$ 30,000	Pending
Total		$ 560,000	

7. Please attach a copy of your Loan Policy for Regular and Micro Enterprise Loans.

To the best of my knowledge and belief, statements and data in this application are true and correct and their submission has been duly authorized by the governing body of all participating jurisdictions.

C. Douglas Atchley, Chairman, Board of County Commissioners	Delta County Jurisdiction	_____ Date
Jonathan Houck, Chairman Board of County Commissioners	Gunnison County Jurisdiction	_____ Date
Kristine Borchers, Chairman Board of County Commissioners	Hinsdale County Jurisdiction	_____ Date
Keith Caddy, Chairman Board of County Commissioners	Montrose County Jurisdiction	_____ Date
Jake Niece, Vice Chairman Board of County Commissioners	Ouray County Jurisdiction	_____ Date
Kris Holstrom, Chairman Board of County Commissioners	San Miguel County Jurisdiction	_____ Date

APPLICANT STATEMENT OF ASSURANCES AND CERTIFICATIONS
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
BUSINESS LOAN FUNDS

The applicant hereby assures and certifies that:

(A) It:

(1) Possesses legal authority to apply for the grant and to execute the proposed project, and its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer and/or other designated official representatives to act in connection with the application and to provide such additional information as may be required; and

(2) Has developed its application, including its projected use of funds, so as to give maximum feasible priority to activities which will benefit low and moderate income persons or aid in the prevention or elimination of slums or blight. (The requirement for this certification will not preclude the State from approving an application where the applicant certifies and the State determines, that all or part of the proposed project activities are designed to meet other community development needs that have arisen during the preceding twelve-month period and have particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and where other financial resources are not available to meet such needs.) Furthermore:

(A) With respect to activities it claims benefit low and moderate income persons, it has determined and documented that not less than fifty-one percent (51%) of the beneficiaries of the activity are low and moderate income persons; and

(B) With respect to activities it claims aid in the elimination of slums or blight, it has determined and documented:

(i) For activities to address slums or blight on an area basis:

(I) The area meets a definition of a slum, blighted, deteriorated or deteriorating area under State or local law;

(II) Throughout the area, at least twenty-five percent (25%) of the buildings are in a state of deterioration or two or more types of public improvements are in a state of deterioration;

(III) Documentation is being maintained on the boundaries of the area and the condition which qualified the area at the time of its designation;

(IV) The assisted activity addresses one or more of the conditions which contributed to the deterioration of the area; and

(V) Rehabilitation will only be undertaken on residential structures which are not occupied by low and moderate income persons if such structures are substandard under local definition, and

provided that all deficiencies making such structure substandard must be corrected before less critical work on the structure may be undertaken.

(ii) For activities to address slum or blight on a spot basis, the activities must be designed to eliminate specific conditions of blight or physical decay and must be limited to acquisition, clearance, relocation, historic preservation and rehabilitation of buildings, but only to the extent necessary to eliminate specific conditions detrimental to public health and safety.

(B) It is following a detailed citizen participation plan which:

(1) Provides for and encourages citizen participation with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which Community Development Block Grant (CDBG) funds are proposed to be used;

(2) Provides citizens with reasonable and timely access to local meetings, information, and records relating to its proposed and actual use of CDBG funds;

(3) Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the applicant;

(4) Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;

(5) Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and

(6) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to have a Citizen Participation Plan and to submit it with the application.

(C) It has provided for and encouraged citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which CDBG funds are proposed to be used, by:

(1) Furnishing citizens information concerning the amount of funds available for proposed community development and housing activities and the range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income and its plans for minimizing displacement of persons as a result of activities assisted with CDBG funds and to assist persons actually displaced as a result of such activities;

(2) Publishing a proposed project plan/application in such a manner to afford citizens an opportunity to examine its content and to submit comments on the proposed project plan/application and on the community development performance of the jurisdiction(s);

(3) Holding one or more public hearings, as indicated below, to obtain citizen views and to respond to proposals and questions related to community development and housing needs, proposed activities and past CDBG performance. All hearings will be held no sooner than five days after notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped and for the needs of non-English speaking residents where a significant number of such residents may reasonably be expected to participate.

Applicant's Public Hearing	Date	Time	Location
Montrose County	Dec 6thth, 2022	9:30 a.m.	317 S. 2nd
Delta County	Dec 6th, 2022	800 a.m.	506 Palmer St.
Ouray County	Dec 6th, 2022	11:30 a.m.	Ouray 4H Center
San Miguel County	Nov. 7th, 2022	11:15 a.m.	333 W. Colorado
Gunnison County	Dec 20th, 2022	9:00 a.m.	200 E. Virginia
Hinsdale County	Dec 7th, 2022	8:30 a.m.	311 N. Henson St.

(4) As applicable, providing citizens with reasonable and timely access to local meetings, information and records regarding its proposed and past use of CDBG funds;

(5) In preparing its project plan/application, considering any such comments and views and, if deemed appropriate, modifying the proposed project plan/application;

(6) Making the final project plan/application available to the public; and

(7) Identifying its community development and housing needs, including the needs of low and moderate-income persons, and the activities to be undertaken to meet such needs.

In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to have a Citizen Participation Plan and to submit it with the application.

(D) In the event it is awarded CDBG funds by the State it will:

(1) Follow a residential anti-displacement and relocation assistance plan which shall:

(a) In the event of such displacement, provide that:

(i) Governmental agencies or private developers shall provide within the same community comparable replacement dwellings for the same number of occupants as could have been housed in the occupied and vacant occupiable low and moderate income dwelling units demolished or converted to use other than for housing for low and moderate income persons, and provide that such replacement housing may include existing housing assisted with project based assistance provided under Section 8 of the United States Housing Act of 1937;

(ii) Such comparable replacement dwellings shall be designed to remain affordable to persons of low and moderate income for 10 years from the time of initial occupancy;

(iii) Relocation benefits shall be provided for all low or moderate income persons who occupied housing demolished or converted to a use other than for low or moderate income housing, including reimbursement for actual and reasonable moving expenses, security deposits, credit checks, and other moving-related expenses, including any interim living costs; and, in the case of displaced persons of low and moderate income, provide either:

compensation sufficient to ensure that, for a 5-year period, the displaced families shall not bear, after relocation, a ratio of shelter costs to income that exceeds 30 percent; or

(iv) if elected by a family, a lump-sum payment equal to the capitalized value of the benefits available under sub-clause (I) to permit the household to secure participation in a housing cooperative or mutual housing association.

(v) Persons displaced shall be relocated into comparable replacement housing that is:

(1) decent, safe, and sanitary;

(2) adequate in size to accommodate the occupants;

(3) functionally equivalent; and

(4) in an area not subject to unreasonably adverse environmental conditions.

(b) Persons displaced shall have the right to elect, as an alternative to the benefits under this subsection to receive benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 if such persons determine that it is in their best interest to do so; and

(c) Where a claim for assistance under subparagraph (A)(iv) is denied by grantee, the claimant may appeal to the State, and that the decision of the State shall be final unless a court determines the decision was arbitrary and capricious.

In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to have a Residential Anti-displacement and Relocation Assistance Plan and to submit it with the application.

(2) Comply with the provisions of the above paragraph (1) except that paragraphs (A)(i) and (A)(ii) shall not apply in any case in which the Secretary of the U.S. Department of Housing and Urban Development finds, on the basis of objective data, that there is available in the area an adequate supply of habitable affordable housing for low and moderate income persons. A determination under this

paragraph is final and non reviewable.

(3) Provide citizens with reasonable notice of, and opportunity to comment on, any substantial change proposed to be made in the use of CDBG funds from one eligible activity to another by following the same procedures required in paragraph (c) for the preparation and submission of the final project plan/application.

(E) It will:

(1) Minimize displacement of persons as a result of activities assisted with CDBG funds and provide for reasonable benefits to any person involuntarily and permanently displaced as a result of the use of CDBG funds to acquire or substantially rehabilitate property.

(2) Affirmatively further fair housing in addition to conducting and administering its project in conformity with Public Law 88-352 and Public Law 90-284 as certified in paragraph (h) hereinafter.

In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to affirmatively further fair housing.

(3) Not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

(a) CDBG funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than the CDBG program, or

(b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income who are not persons of low income, it certifies that it lacks sufficient CDBG funds to comply with the requirements of subparagraph (A).

(F) Its chief executive officer or other officer of the applicant approved by the State:

(1) Consents to assume the status of responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified in 24 CFR Part 58, which further the purposes of NEPA, insofar as the provisions of such Federal law apply to the Colorado Community Development Block Grant (CDBG) Program; and

(2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.

(G) It will comply with the financial management regulations, policies, guidelines and requirements set forth in the CDBG Direct Economic Development Projects and Business loan funds' Guidebook.

(H) It will comply with:

(1) **Section 110 of the Housing and Community Development Act of 1974**, as amended, and any State regulations regarding the administration and enforcement of labor standards.

(2) **Davis-Bacon Fair Labor Standards Act (40 USC 276a - 276a-5)** requiring that, on all prime contracts which exceed $2,000 for federally-assisted construction, alteration or rehabilitation, laborers and mechanics employed by contractors or subcontractors shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor. (This requirement applies to the rehabilitation of residential property only if such property is designed for use of eight or more families.)

(3) **Contract Work Hours and Safety Standards Act of 1962 (40 USC 327 et seq.)** requiring that mechanics and laborers employed on federally-assisted contracts which exceed $2,000 be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work week.

(4) **Copeland "Anti-Kickback" Act of 1934 (40 USC 276 (c))** prohibiting and prescribing penalties for "kickbacks" of wages in federally- financed or assisted construction activities.

(I) It will comply with:

(1) **Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 USC 2000 (d))** prohibiting discrimination on the basis of race, color, religion or religious affiliation, or national origin in any program or activity receiving federal financial assistance.

(2) **The Fair Housing Act (42 USC 3601-20)**, as amended, prohibiting housing discrimination on the basis of race, color, religion, sex, national origin, handicap, and familial status.

(3) **Section 109 of the Housing and Community Development Act of 1974 (42 USC 5309)**, as amended, providing that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, color, national origin or sex under any program or activity funded in whole or in part under Title I (Community Development) of the Housing and Community Development Act.

(4) **Executive Order 11063 (1962)**, as amended by Executive Order 12259, requiring equal opportunity in housing by prohibiting discrimination on the basis of race, color, religion, sex or national origin in the sale or rental of housing built with federal assistance.

(5) **Executive Order 11246 (1965)**, as amended by Executive Order 11375, prohibiting discrimination on the basis of race, color, religion, sex or national origin in any phase of employment during the performance of federal or federally-assisted contracts in excess of $2,000.

(6) **Section 3 of the Housing and Community Development Act of 1968 (12 USC 1701 (u))**, as amended, providing that, to the greatest extent feasible, opportunities

for training and employment that arise through HUD-financed projects, will be given to lower-income persons in the project area, and that contracts be awarded to businesses located in the project area or to businesses owned, in substantial part, by residents of the project area.

(7) **Section 504 of the Rehabilitation Act of 1973 (29 USC 793)**, as amended, providing that no otherwise qualified individual shall, solely by reason of a handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal funds. Effective communication with persons of all types of disabilities must be ensured.

(8) **Age Discrimination Act of 1975, (42 USC 6101)**, as amended, providing that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

(J) It will comply with:

(1) **Section 104(d) of the Housing and Community Development Act of 1974, as amended (42 USC 5301)**, known as the **"Barney Frank Amendment," and the HUD implementing regulations at 29 CRF Part 570**, requiring that local grantees follow a residential anti-displacement and relocation assistance plan which provides for the replacement of all low/moderate-income dwelling units that are demolished or converted to another use as a direct result of the use of CDBG funds, and which provides for relocation assistance for all low/moderate-income households so displaced.

(2) **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended -- Title III, Real Property Acquisition (Pub. L. 91-646 and HUD implementing regulations at 49 CFR Part 24)**, providing for uniform and equitable treatment of persons displaced from their homes, businesses, or farms by federal or federally- assisted programs and establishing uniform and equitable land acquisition policies for federal assisted programs. Requirements include bona fide land appraisals as a basis for land acquisition, specific procedures for selecting contract appraisers and contract negotiations, furnishing to owners of property to be acquired a written summary statement of the acquisition price offer based on the fair market price, and specified procedures connected with condemnation.

(3) **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended -- Title II, Uniform Relocation Assistance (Pub. L. 91-646 and HUD implementing regulations at 49 CFR Part 24)**, providing for fair and equitable treatment of all persons displaced as a result of any federal or federally-assisted program. Relocation payments and assistance, last-resort housing replacement by displacing agency, and grievance procedures are covered under the Act. Payments and assistance will be made pursuant to state or local law, or the grant recipient must adopt a written policy available to the public describing the relocation payments and assistance that will be provided. Moving expenses and up to $22,500 or more for each qualified homeowner or up to $5,250 or more for each tenant are potential costs.

(K) It will comply with:

(1) **National Environmental Policy Act of 1969 (42 USC 4321 et seq.)**, as amended, and the implementing regulations of HUD (24 CFR Part 58) and of the Council on Environmental Quality (40 CFR Parts 1500 - 1508) providing for establishment of national policy, goals, and procedures for protecting, restoring and enhancing environmental quality.

(2) **National Historic Preservation Act of 1966 (16 USC 470 et seq.)**, as amended, requiring consideration of the effect of a project on any district, site, building, structure or object that is included in or eligible for inclusion in the National Register of Historic Places.

(3) **Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.)** requiring that federally-funded projects contribute to the preservation and enhancement of sites, structures and objects of historical, architectural or archaeological significance.

(4) **The Archaeological and Historical Data Preservation Act of 1974, amending the Reservoir Salvage Act of 1960 (16 USC 469 et seq.)**, providing for the preservation of historic and archaeological data that would be lost due to federally-funded development and construction activities.

(5) **Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951 et seq.)** prohibits undertaking certain activities in flood plains unless it has been determined that there is no practical alternative, in which case notice of the action must be provided and the action must be designed or modified to minimize potential damage.

(6) **Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.)** requiring review of all actions proposed to be located in or appreciably affecting a wetland. Undertaking or assisting new construction located in wetlands must be avoided unless it is determined that there is no practical alternative to such construction and that the proposed action includes all practical measures to minimize potential damage.

(7) **Safe Drinking Water Act of 1974 (42 USC 201, 300 f et seq., 7401 et seq.)**, as amended, prohibiting the commitment of federal financial assistance for any project which the Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal drinking water source for an area.

(8) **The Endangered Species Act of 1973 (16 USC 1531 et seq.)**, as amended, requiring that actions authorized, funded, or carried out by the federal government do not jeopardize the continued existence of endangered and threatened species or result in the destruction or modification of the habitat of such species which is determined by the Department of the Interior, after consultation with the State, to be critical.

(9) **The Wild and Scenic Rivers Act of 1968 (16 USC 1271 et seq.)**, as amended, prohibiting federal assistance in the construction of any water resources project that would have a direct and adverse affect on any river included in or designated for study or inclusion in the National Wild and Scenic Rivers System.

(10) **The Clean Air Act of 1970 (42 USC 1857 et seq.)**, as amended, requiring that federal assistance will not be given and that license or permit will not be issued to any activity not conforming to the State implementation plan for national primary and secondary ambient air quality standards.

(11) **HUD Environmental Criteria and Standards (24 CFR Part 51)** providing national standards for noise abatement and control, acceptable separation distances from explosive or fire prone substances, and suitable land uses for airport runway clear zones.

(L) It will:

(1) Comply with **The Lead-Based Paint Poisoning Prevention Act -- Title IV (42 USC 4831)** prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance, and requiring notification to purchasers and tenants of such housing of the hazards of lead-based paint and of the symptoms and treatment of lead-based paint poisoning.

(2) Comply with the **Armstrong/Walker "Excessive Force" Amendment, (P.L. 101-144) & Section 906 of Cranston-Gonzalez Affordable Housing Act of 1990**, which requires that a recipient of HUD funds must certify that they have adopted or will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within their jurisdiction against individuals engaged in nonviolent civil rights demonstrations; or fails to adopt and enforce a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

(3) Comply with the **"Government-wide Restriction on Lobbying, (P.L. 101-121)**, which prohibits spending CDBG funds to influence or attempt to influence federal officials; which requires the filing of a disclosure form when non-CDBG funds are used for such purposes; which requires certification of compliance by the state; and which requires the state to include the certification language in grant awards it makes to units of general local government at all tiers and that all sub-recipients shall certify accordingly as imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each failure.

(4) Comply with the **Department of Housing and Urban Development Reform Act of 1989 (24 CFR part 12)** requiring applicants for assistance for a specific project or activity from HUD, to make a number of disclosures if the applicant meets a dollar threshold for the receipt of covered assistance during the fiscal year in which an application is submitted. An applicant must also make the disclosures if it is requesting assistance from HUD for a specific housing project that involves assistance from other governmental sources.

(5) Give the State, the U.S. Department of Housing and Urban Development (HUD), and any authorized representatives access to and the rights to examine all records, books, papers or documents related to the application and grant.

(M) It will comply with all parts of Title 1 of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws and regulations.

SIGNATURE PAGE
APPLICANT STATEMENT OF ASSURANCES AND CERTIFICATIONS
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
BUSINESS LOAN FUNDS

_____	Delta County	_____
C. Douglas Atchley, Chairman, Board of County Commissioners	Jurisdiction	Date
_____	Gunnison County	_____
Jonathan Houck, Chairman Board of County Commissioners	Jurisdiction	Date
_____	Hinsdale County	_____
Kristine Borchers, Chairman Board of County Commissioners	Jurisdiction	Date
_____	Montrose County	_____
Keith Caddy, Chairman Board of County Commissioners	Jurisdiction	Date
_____	Ouray County	_____
Jake Niece, Vice Chairman Board of County Commissioners	Jurisdiction	Date
_____	San Miguel County	_____
Kris Holstrom, Chairman Board of County Commissioners	Jurisdiction	Date

Exhibit I-C
CITIZEN PARTICIPATION PLAN
for the Community Development Block Grant (CDBG) Program

Pursuant to Section 104(a)(3) of the Housing and Community Development Act of 1974, as amended, this Citizen Participation Plan is hereby adopted to ensure that the citizens of Montrose County, particularly persons of low and moderate income residing in slum and blight areas and in areas in which CDBG funds are proposed to be used, are provided the opportunity and encouraged to participate in the planning and implementation of CDBG-funded activities.

PUBLIC HEARING

Public hearings will be the primary means of obtaining citizen views and responding to proposals and questions related to community development and housing needs, proposed CDBG activities and past CDBG performance.

Prior to submitting a CDBG application to the State, the Montrose County will conduct at least one public hearing to identify community development and housing needs, including the needs of low and moderate income persons, as well as other needs in the community that might be addressed through the CDBG program, and to review proposed CDBG activities and the past performance of the Montrose County in carrying out its CDBG responsibilities. In the event CDBG funds are granted by the State, the Montrose County will conduct at least one additional public hearing to allow citizens to review and comment on its performance in carrying out its CDBG program.

A formal public notice will be published in a newspaper of general circulation in the area ***at least five (5) days prior*** to such public hearings. A public notice will also be posted in the Montrose County Courthouse and in other places frequented by the public, especially low and moderate income persons and persons benefiting from or affected by proposed CDBG activities. As circumstances warrant and as the Montrose County determines necessary or appropriate, participation may additionally be specifically solicited from persons of low and moderate income, those benefiting from or affected by CDBG activities and/or representatives of such persons. Hearings will be held at times and locations convenient to potential and actual beneficiaries, and with accommodation for the handicapped. In the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate, arrangements will be made to have an interpreter present.

PUBLIC INFORMATION AND RECORDS

Information and records regarding the proposed and past use of CDBG funds will be available at 320 South First Street, Montrose Colorado 81401 during regular office hours. The public will be so informed by public notice. Special communication aids can be made available to persons upon request.

TECHNICAL ASSISTANCE

The Montrose County will provide technical assistance to groups' representative of persons of low and moderate income that request assistance in developing CDBG proposals. The level and type of assistance appropriate will be determined by the County based on its ability to provide or arrange for such assistance, the cost of providing such assistance and other relevant factors.

WRITTEN COMMENTS AND RESPONSES

The County will respond to written complaints and grievances in writing in a timely manner. When practicable, such written responses shall be made within fifteen (15) working days.

_____ _____

Signature of Chief Elected Official Date

NOTE 1: EACH MUNICIPALITY AND COUNTY DIRECTLY PARTICIPATING IN A MULTI-JURISDICTIONAL APPLICATION IS REQUIRED TO HAVE A CITIZEN PARTICIPATION (CP) PLAN.

NOTE 2: CITIZEN ADVISORY COMMITTEES ARE NOT REQUIRED. IF ONE IS PROPOSED, HOWEVER, ITS ROLE

AND COMPOSITION SHOULD BE INCLUDED IN THIS CP PLAN.

SIGNATURE PAGE
CITIZEN PARTICIPATION PLAN
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
BUSINESS LOAN FUNDS

_____	Delta County	_____
C. Douglas Atchley, Chairman, Board of County Commissioners	Jurisdiction	Date
_____	Gunnison County	_____
Jonathan Houck, Chairman Board of County Commissioners	Jurisdiction	Date
_____	Hinsdale County	_____
Kristine Borchers, Chairman Board of County Commissioners	Jurisdiction	Date
_____	Montrose County	_____
Keith Caddy, Chairman Board of County Commissioners	Jurisdiction	Date
_____	Ouray County	_____
Jake Niece, Vice Chairman Board of County Commissioners	Jurisdiction	Date
_____	San Miguel County	_____
Kris Holstrom, Chairman Board of County Commissioners	Jurisdiction	Date

EXHIBIT I-E

PUBLIC NOTICE AND NOTICE OF PUBLIC HEARING

The County of Montrose plans to submit a Community Development Block Grant (CDBG) application to the State of Colorado, Department of Local Affairs. CDBG funds are intended to provide decent housing, suitable living environments and economic opportunities, principally for low and moderate-income persons through rehabilitation and preservation, economic/job development and public facilities improvements.

The application being considered would request $348,000.00 for CDBG ED. It is estimated that approximately 100% of the funds would benefit low and moderate-income persons. Permanent involuntary displacement of neighborhood persons or businesses is not anticipated. Should it later become necessary to consider such displacement, alternatives will be examined to minimize the displacement. If no feasible alternatives exist, required/reasonable benefits will be provided to those displaced to mitigate adverse effects and hardships. Any low and moderate income housing which is demolished or converted will be replaced**.** In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during these hearings should notify Dan Scinto at Region 10 LEAP, Inc.145 South Cascade Ave, Montrose, CO 81401 a minimum of 3 days in advance so that appropriate aids can be made available.

A public hearing will be held at 9:00am on Tuesday, December 6, 2022 at the 63160 LaSalle Road, Montrose, Colorado to obtain citizen views and to respond to proposals and questions related to:

- **The proposed CDBG application for this project; and**
- **Community development and housing needs, including the needs or low and moderate income persons, as well as other needs in the community that might be addressed through the CDBG program; and**
- **The performance of the** County **in carrying out its community development responsibilities.**
- **Potential historical effects.**

A copy of the application(s) as submitted to the State will be available for public review at Region 10 145 South Cascade, Montrose, CO 81401
Written comments are also welcome and must be received by Monday, December 5 at Region 10 145 South Cascade, Montrose, CO 81401 or emailed to dan@region10.net.
Oral and written comments will be considered in deciding whether to submit an application for the proposed project. Written summary information will be available at County Administration, 1140 N Grand Ave, Montrose, Colorado on November 28, 2022 until December 5, 2022 on any CDBG application(s) Montrose County intends to submit to the State. D

Information and records regarding the Montrose County proposed and past use of CDBG funds are available at Region 10 145 South Cascade, Montrose, CO 81401 during regular office hours.

SUGGESTED FORMAT
RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
BUSINESS LOAN FUNDS

Montrose, Delta, Gunnison, Hinsdale, Ouray and San Miguel County's will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than as low/moderate income housing as a direct result of activities assisted with CDBG funds, as required by Section 104(d) of the Housing and Community Development Act of 1974, as amended (the Act), and implementing regulations at 24 CFR 570.496a.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the Counties of Montrose, Delta, Gunnison, Hinsdale, Ouray and San Miguel County's Montrose County will make public and submit to the State the following information in writing:

1. Description of the proposed assisted activity;

2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate dwelling units as a direct result of the assisted activity;

3. A time schedule for the commencement and completion of the demolition or conversion;

4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;

5. The source of funding and a time schedule for the provision of replacement dwelling units; and

6. The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling unit for at least 10 years from the date of initial occupancy.

Montrose, Delta, Gunnison, Hinsdale, Ouray and San Miguel County's will provide relocation assistance, as described in 570.496a(b)(2), to each low/moderate income household displaced by the demolition of housing or by the conversion of a low/moderate income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the Act, Montrose, Delta, Gunnison, Hinsdale, Ouray and San Miguel County's will take the steps indicated below to minimize the displacement of persons from their homes:*

*** The following are examples of steps to minimize displacement. The first two are required. The others are optional. Only check those which are appropriate for the project and local circumstances. Add other steps as necessary or appropriate.**

_X_ Consider all practical alternatives to any proposed project which may result in residential displacement. Alternatives to be considered include other sites for the proposed facilities/project. Also to be considered are the costs and benefits, both financial and nonfinancial, of each alternative.

_X_ Provide counseling and referral services to assist displaced people to find alternative housing in the community.

___ Work with area landlords and real estate brokers to locate vacancies for households facing displacement.

___ Stage rehabilitation of assisted housing to allow tenants to remain during and after rehabilitation, working with empty buildings or groups of empty units first so they can be rehabilitated first and tenants moved in before rehab on occupied units or buildings is begun.

____ Establish temporary relocation facilities in order to house families whose displacement will be of short duration, so they can move back to their neighborhoods after rehabilitation or new construction.

____ Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent their placing undue financial burden on long-established owners or on tenants of multi-family buildings.

____ Develop displacement watch systems in cooperation with neighborhood organizations to continuously review neighborhood development trends, identify displacement problems, and identify individuals facing displacement who need assistance.

_____	Delta County	_____
C. Douglas Atchley, Chairman, Board of County Commissioners	Jurisdiction	Date
_____	Gunnison County	_____
Jonathan Houck, Chairman Board of County Commissioners	Jurisdiction	Date
_____	Hinsdale County	_____
Kristine Borchers, Chairman Board of County Commissioners	Jurisdiction	Date
_____	Montrose County	_____
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Jake Niece, Vice Chairman Board of County Commissioners	Jurisdiction	Date
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Kris Holstrom, Chairman Board of County Commissioners	Jurisdiction	Date

EXHIBIT I-E

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The application being considered would request $348,000.00 for CDBG ED. It is estimated that approximately 100% of the funds would benefit low and moderate-income persons. Permanent involuntary displacement of neighborhood persons or businesses is not anticipated. Should it later become necessary to consider such displacement, alternatives will be examined to minimize the displacement. If no feasible alternatives exist, required/reasonable benefits will be provided to those displaced to mitigate adverse effects and hardships Any low and moderate income housing which is demolished or converted will be replaced. In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during these hearings should notify Dan Scinto at Region 10 LEAP, Inc.145 South Cascade Ave, Montrose, CO 81401 a minimum of 3 days in advance so that appropriate aids can be made available.

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- **Community development and housing needs, including the needs or low and moderate income persons, as well as other needs in the community that might be addressed through the CDBG program; and**
- **The performance of the County in carrying out its community development responsibilities.**
- **Potential historical effects.**

A copy of the application(s) as submitted to the State will be available for public review at Region 10 145 South Cascade, Montrose, CO 81401
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Information and records regarding the Montrose County proposed and past use of CDBG funds are available at Region 10 145 South Cascade, Montrose, CO 81401 during regular office hours.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Adopting the Gunnison County Policy an

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

CO HB 21-1085 requires local licensure of entity's providing service to persons experiencing behavioral health emergencies, and permitting of vehicles used to transport (Secure Transport) those individuals.

Fiscal Impact:

Submitted by: Scott Morrill **Submitter's Email Address:** smorrill@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/6/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/15/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 12/20/2022

Revised April 2015

BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 2022-_____

A RESOLUTION ADOPTING THE GUNNISON COUNTY POLICY AND PROCEDURES REGARDING SECURE TRANSPORTATION SERVICES

WHEREAS, House Bill 21-1085, adopted in June 2021, creates a regulatory and service system to provide public or private secure transportation services to individuals experiencing a behavioral health crisis; and,

WHEREAS, under the law, beginning January 1, 2023 any entity providing secure transportation services, with limited exceptions, must apply for and receive a license issued by the county in which the service is based, as well as a permit for each vehicle used by the secure transportation service.

WHEREAS, the Bill directs each county's Board of County Commissioners to implement a program, including issuing licenses and vehicle permits for such transports, processing complaints and enforcement of the rules associated with the program by January 1, 2023; and,

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that this Resolution, including the authorities and requirements set forth herein regarding secure transportation services, shall be in full force and effect upon the adoption of the instant Resolution, and shall thereafter govern the management and procedures secure transportation services within Gunnison County. The policy and procedures are attached hereto as Appendix A.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and passed on this _____ day of December, 2022.

BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Elizabeth Smith, Commissioner

By _____
Roland Mason, Commissioner

ATTEST:

_____
Deputy County Clerk

Appendix A

GUNNISON COUNTY POLICY AND PROCEDURES FOR

SECURE TRANSPORTATION SERVICES

I. Purpose

It is the policy of the Gunnison County Board of County Commissioners that all providers of secure transportation services for behavioral health and the vehicles used for such secure transportation services comply with local and state laws and regulations, specifically C.R.S. §§ 25-3.5-103, 25-3.5-309, 25-3.5-310, 25-3.5-311, and 25-3.5-313 as well as 6 CCR 1011-4.

II. Policy

The following procedures are intended to facilitate the licensing and permitting of secure transportation services and the vehicles used for such services. This Policy is subject to interpretation by the Gunnison County Attorney's Office.

III. Definitions

The definitions contained in C.R.S. § 25-3.5-103 *et.seq.*, as may be amended from time to time, shall apply to this Policy and procedures, unless the context clearly requires a different meaning. One definition of particular relevance is "secure transportation" or "secure transportation services", which shall mean urgent transportation services provided to individuals experiencing a behavioral health crisis and includes:

1. An individual being transported from the community to a facility designated for treatment and evaluation;
2. An individual in need of services from any location to an approved treatment facility, or a walk-in crisis center that is operating as part of a behavioral health crisis response system; or
3. An individual who is receiving transportation across levels of care or to a higher level of care.

"Secure transportation" does not include urgent transportation services provided by law enforcement or personnel employed by or contracted with a law enforcement agency.

IV. Applicability

Except as provided in the next paragraph, no secure transportation service, public or private, shall transport a person experiencing a behavioral health crisis from any point within Colorado to any point within or outside Colorado unless that secure transportation service holds a valid license and permits issued by the county or counties in which the secure transportation service is based.

This Policy applies to all public or private businesses within Gunnison County who provide secure transportation services within Gunnison County, except

1. Ambulance agencies;

2. Transportation services provided by the Office of Behavioral Health of the Department of Human Services;
3. Emergency service patrols established pursuant to C.R.S. §27-81-115; and
4. Law enforcement.

V. Secure Transportation Services License

Applicable secure transportation service businesses are required to have a valid County-issued license for their business beginning January 1, 2023. Licenses are valid for three years and have the following two licensing options:

1. Class A – services that may use physical restraint during secure transport; or

2. Class B – services that shall not use physical restraint during secure transport.

Requirements for Licensing: Owners of new secure transportation service businesses must obtain a Secure Transportation license and vehicle permit(s) prior to beginning operations and upon change of ownership of a secure transportation service.

VI. Staffing Requirements

1. Manager/Administrator: Each applicable secure transportation service operating within Gunnison County must have a manager and/or administrator who meets the following minimum requirements:

    A. Be at least twenty-one (21) years of age, possess a high school diploma or GED;

    B. Have at least one (1) year documented supervisory experience in the provision of secure transportation services - or be qualified by education, knowledge, and experience to oversee the secure transportation services provided;

    C. Be able to communicate, understand, and respond effectively to the client, family representatives, and other providers and be able to use appropriate translator services as needed;

    D. Be familiar with all applicable local, state and federal laws and regulations concerning the operation and provision of secure transportation services;

    E. Be in good standing with any state regulatory agency if the manager or administrator is licensed or certified with the Colorado Department of Regulatory Agencies or the Colorado Department of Public Health and Environment; and

    F. Have passed a background check that was performed by the secure transportation service or owner prior to the assumption of responsibilities. The manager or administrator shall not conduct their own background check or any required follow-up.

2. Any changes regarding the manager or administrator of record must be provided to the Licensing Coordinator within fourteen (14) business days of the change.

3. Staffing: Staff at a secure transportation service must meet the following minimum requirements:

    A. All drivers must possess a current and valid Colorado driver's license.

    B. If a Type 1 (partitioned) vehicle is being used for the secure transport, then the following shall apply:

        A 1:1 ratio of client to staff member shall be maintained during the transport; this staff member may *also* be the driver. If one (1) client is being transported, then one (1) staff member with a current and valid certification for all training topics is required to staff a vehicle permitted for each secure transport. If more than one client is being transported, then one (1) staff member who possesses a current and valid certification for all training topics is required to accompany each individual client during transport.

    C. If a Type 2 (non-partitioned) vehicle is being used for the secure transport, then the following shall apply:

        A 1:1 ratio of client to staff member shall be maintained during the transport, in addition to the driver who is *not* included in this staffing ratio requirement. If one (1) client is being transported, then two (2) staff members are required to staff the vehicle. At a minimum, the staff member who is not the driver will have a current and valid certification for all training topics.

    D. Each secure transportation service must have a policy in-place related to background checks for all staff members. Such background checks shall take place prior to an individual providing secure transportation services.

    E. Each secure transportation service must establish the following minimum staff training requirements for all staff that prior to providing secure transportation services, and annually thereafter, or as recommended by the relevant training organizations:
        i. Cultural competencies including, but not limited to, supporting persons with physical or cognitive disabilities, language accessibility, and accessing interpretive services;
        ii. In-person or online verbal de-escalation training sessions that prioritize client and staff safety and inform restraint requirements set forth in Part 8.3, 6 CCR 1011-4;
        iii. Trauma-informed care principles;
        iv. Evade and escape violent encounter strategies;
        v. Internal policies and procedures applicable to the secure transportation service and staff, including, but not limited to the staff disciplinary policy;
        vi. Client rights; and
        vii. Compliance with applicable privacy laws, including, but not limited to Confidentiality of Substance Use Disorder Patient Records.

F. Each secure transportation service must have established the following additional minimum staff training requirements for all staff with direct client contact:
    i. Adult and Youth Mental Health First Aid as offered by educational institutions or by professional organizations such as mentalhealthfirstaid.org, or the equivalent;
    ii. Basic First Aid and CPR: and
    iii. Care of clients with substance use disorders.

G. Each Class A secure transportation service must have also established the following additional minimum staff training requirements for all staff who may utilize physical restraint during secure transportation of clients:
    i. Circumstances and protocols governing the permissible application of individual physical restraint during secure transport; and
    ii. Safe application of individual physical restraint on clients during secure transport.

H. The secure transport service shall record and document each staff member's compliance with the initial and annual training requirements and shall make them available to Gunnison County upon request.

VII. Quality Management Program (QMP)

1. Each secure transportation service operating within Gunnison County must have an ongoing quality management program ("QMP") that is appropriate to the size and type of the service. The program shall incorporate a plan that evaluates the quality of client care and safety and has the following policies and procedures including, at a minimum:

    A. The incorporation of the substantiated findings of any complaint into its QMP for the purpose of evaluating and implementing systemic changes where needed.

    B. The general description of the types of cases, problems, or risks to be reviewed and criteria for identifying potential risks.

    C. Identification of the staff members responsible for coordinating quality management activities.

    D. A description of the method(s) for:
        i. Investigating and analyzing the frequency and causes of individual problems and patterns of problems;
        ii. Taking corrective action to address the problems, including prevention and minimizing problems or risks;
        iii. Evaluating corrective action(s) to determine the effectiveness of such action(s); and
        iv. Coordinating all pertinent case, problem, or risk review information with other applicable quality assurance and/or risk management activities, such as review of client care, review of staff conduct, the client complaint system

as described in Section XI of this Policy, and education and training programs.

E. Documentation of required quality management activities, including cases, problems, or risks identified for review; findings of investigations; and any actions taken to address problems or risks.

F. A schedule for program implementation not to exceed ninety (90) days after the date of the issuance of the secure transportation service license.

G. A schedule for program evaluation to periodically assess the effectiveness of services and review the clinical and operational protocols and compliance with such protocols.

H. The utilization or application of data collected pursuant to Section XIII.1 of this Policy to inform the quality management plan.

I. A written disciplinary policy that addresses a process for staff quality improvement.

2. The secure transportation service shall make available the quality management plan to Gunnison County during the initial license application and included with renewal applications if the plan has been revised.

3. Gunnison County, the Colorado Department of Public Health and Environment (the "Department"), or any other appropriate regulatory agency having jurisdiction for disciplinary or licensing sanctions shall have access to any records, reports, and other information of the QMP.

VIII. Secure Transportation Vehicle Permit

Each vehicle used by a licensed secure transportation service is required to have a valid County-issued permit for the vehicle beginning January 1, 2023.

1. Permits are valid for one year and have the following two types of permitting options:

   A. Type 1 – vehicle with a safety partition that separates the driver from the passenger compartment; or

   B. Type 2 – non-partitioned vehicle.

2. Requirements for Licensing:

   A. All client and crew vehicle safety standards must be followed.

   B. All vehicles must demonstrate proof of compliance with Federal Motor Vehicle Safety Standards on the date of manufacture.

C. All vehicles must undergo routine vehicle maintenance and periodic checks in accordance with manufacturer recommendations.

D. All vehicles must have the following safety features:
   i. Four doors;
   ii. Ligature risk reduction measures;
   iii. Child safety and window safety locks;
   iv. Global Positioning System (GPS) tracking;
   v. Occupant protection, including seat belts, supplemental inflatable restraints, and child safety seats (as applicable);
   vi. Cabin temperature control and ventilation system;
   vii. Be absent of any foreign items or instruments in the secured area that may be used to inflict harm; and
   viii. Mirror for monitoring the client or capability for visual observation of the client.

E. If a Type 1 vehicle with a safety partition that separates the driver from the passenger compartment is being used for the secure transportation service, then the vehicle must have the following additional safety features:
   i. Permanent installation of all safety partitions; and
   ii. For vehicles with a cargo area, a safety partition must also be installed that separates the passenger compartment from the cargo area.

F. All vehicles must be equipped with the following:
   i. First aid kit;
   ii. Fire extinguisher;
   iii. Wireless two-way communication (public safety radio, commercial land mobile radio, or wireless telephone);
   iv. Biohazard bag;
   v. Personal protective equipment for each occupant as per public health recommendations; and
   vi. Map of service area.

G. If a licensed secure transportation service utilizes physical restraint as part of its services, the vehicle shall additionally be equipped with the following:
   i. Automated external defibrillator (AED);
   ii. Non-metal, soft posey-type restraints; and
   iii. Device intended to prevent a client from spitting or biting that does not restrict the client's airway or breathing ability and does not pose a ligature risk.

IX. Application Process

1. All applications, whether for a secure transportation service license, a secure transportation vehicle permit, or both, can be requested from the County by emailing the licensing coordinator at smorrill@gunnisoncounty.org or otherwise contacting the County

Office of Emergency Services. Questions related to the applications can be directed to the Licensing Coordinator at SMorrill@gunnisoncounty.org.

2. Once all documentation is completed and the vehicle inspections have been done, applicant shall contact the Licensing Coordinator via email to SMorrill@gunnisoncounty.org to submit the application.

3. For secure transportation service licenses, applicants must provide:

    A. Completed license application.

    B. Certificate of occupancy or other documentation that the applicant's premises were found to be in compliance with applicable local requirements.

    C. Proof of a minimum level of worker's compensation consistent with the Colorado Worker's Compensation Act.

    D. Copy of a written policy and procedure manual, operational protocols, medical protocols (if applicable), training procedures, quality management plan, or other relevant documents.

        i. Policies and procedures must follow national best practice guidelines where available that address, at a minimum:
            a. Appropriate procedures to assess initially whether the client requires a higher level of transport than the service can provide;
            b. Appropriate procedures to follow when, during a secure transport, it becomes apparent that a client needs medical attention or a higher level of transport than the service can provide;
            c. Appropriate procedures to confirm the receiving facility's acceptance of the client prior to initiation of the secure transport;
            d. Criteria used for pickup and drop-off, including the circumstances that determine a secure transport client's eligibility;
            e. The level of support and protection needed for both client and staff safety;
            f. Compliance with vehicle safety standards and procedures;
            g. Proper evacuation of the vehicle during emergencies if the windows and/or exits of the vehicle are blocked or inaccessible;
            h. Infection protection and control, including the decontamination of the vehicle after each transport;
            i. Parental and/or guardian level of support and involvement;
            j. Meeting client needs on extended transports including meals, water and bathroom breaks; and
            k. Documentation of all steps in the process from initial pickup request to drop-off, including but not limited to documenting all stops made during the secure transportation service.

    E. Payment of Secure Transportation Service license fee

4. For secure transportation vehicle permits, applicants must provide:

    A. Completed permit application (one for each vehicle).

    B. Certificate of Mechanical Inspection to be completed by a qualified motor vehicle mechanic (one for each vehicle).

    C. Proof of motor vehicle insurance coverage with Gunnison County identified as certificate holder.

    D. Proof of general liability and applicable professional liability insurance coverage, including, at a minimum:
        i. Liability insurance for injuries in the amount of $1,000,000 for each individual claim;
        ii. Liability insurance in the amount of $3,000,000 for all claims made against the secure transportation service or against its personnel from an insurance company authorized to write liability insurance in Colorado;
        iii. Liability insurance coverage to the maximum extent required by Section 24-10-114, C.R.S., as applicable, if the secure transportation service is granted qualified immunity under the Colorado Governmental Immunity Act, Section 24-10-101, *et.seq.,* C.R.S.; and
        iv. Proof of any additional insurance as identified in county resolution or regulations.

    E. Payment of Secure Transportation Service Vehicle permit fee

X. Renewal of License and Permits

Secure transportation service licenses are valid for three years. Secure transportation service vehicle permits are valid for one year. Renewal applications are processed in the same manner as new applications.

Applicants should schedule their application review meeting with the Licensing Coordinator no less than thirty (30) days prior to the date of license and/or permit expiration.

XI. Complaint and Investigation Process

1. Origination of Complaints: Alleged violation of this Policy by a licensed secure transportation service or of a secure transportation service operating in the County without a license, may be made in writing by any party and addressed to the Licensing Coordinator at SMorrill@gunnisoncounty.org , or by the Licensing Coordinator on its own initiative. Any individual bringing a matter of medical competency to the Licensing Coordinator shall waive the right of patient confidentiality as a condition of complaint submission and subsequent investigation. If any legal action is filed against a licensed secure

transportation service in a court of the United States, the State of Colorado or any of its political subdivisions, the licensee shall notify the Licensing Coordinator within ten (10) business days. A violation of this Policy shall not be presumed based on the allegation. In the event that a judgment is entered against the licensee, the licensee shall file a copy of the findings of fact, conclusions of law, judgments and order of the court with the Licensing Coordinator within ten (10) business days. If an action against a secure transportation service license is undertaken by another jurisdiction, the licensee shall notify the Licensing Coordinator within ten (10) business days. A violation of these rules shall not be presumed based on the action. If the action results in a suspension or revocation of the secure transportation service license by another jurisdiction, the licensee shall file a copy of the record of the adverse action with the Licensing Coordinator within ten (10) business days.

2. Validation of Complaints: The Licensing Coordinator, or its designee, shall complete an initial review of the complaint, judgment or adverse action within five (5) business days to determine if it constitutes a violation of this Policy and has sufficient foundation to warrant a complete investigation. Any apparent violation of this Policy having sufficient factual basis shall be fully investigated by the Licensing Coordinator. Allegations of violations outside the purview of the Licensing Coordinator shall be returned to the complainant for referral to the appropriate authority or jurisdiction. The Licensing Coordinator shall notify the complainant in writing if the allegation lacks sufficient basis to warrant investigation. The Licensing Coordinator shall notify the licensee in writing if a judgment or adverse action filed with the Licensing Coordinator does not constitute a violation of this Policy.

3. Investigation of Complaints: The Licensing Coordinator shall notify the complainant in writing that the allegation is sufficient to warrant a full investigation. Upon initiation of a full investigation, the Licensing Coordinator shall notify the secure transportation service of the alleged violation in writing. The Licensing Coordinator shall commence action against the secure transportation service or unlicensed secure transportation service if the allegation is determined to be a violation of this Policy or, at its discretion, may provide a reasonable period for the licensee to cure any violation or to implement corrective measures to bring the licensee's business activities into conformance with this Policy before commencing action to suspend or revoke a license or permit. The Licensing Coordinator may forego further hearing or action against the license or permit upon confirmation that the licensee has cured the violation and satisfied any conditions reasonably imposed by the Licensing Coordinator. The Licensing Coordinator shall notify the complainant in writing if an investigation determines that the allegation fails to constitute a violation of this Policy or that the licensee has cured the violation.

XII. Procedures for Revocation or Suspension

1. The Licensing Coordinator may, on its own initiative or upon written complaint made by any party, temporarily suspend, suspend for a definite period, or revoke any license or permit issued pursuant to this Policy upon a determination that a violation of this Policy by a licensed secure transportation service has occurred.

2. Temporary Suspension: Without prior notice to the licensee and upon determination that a violation that poses immediate threat to the public health, safety and welfare has

occurred, the Licensing Coordinator may temporarily suspend any license or vehicle permit. Such temporary suspension shall be effective upon delivery of written notice to the licensed secure transportation service by the Licensing Coordinator. No temporary suspension shall be valid for more than thirty (30) days or until a final decision by the Board concerning suspension or revocation, whichever period is longer. Any written notice of temporary suspension shall also provide notice of the time, date and place of a hearing before the Board to consider the suspension or revocation of the license. Except upon written consent of the licensee, the hearing shall be held not more than ten (10) business days following the effective date of the temporary suspension.

3. Suspension for Definite Period or Revocation of License: Following notice to the licensee and a public hearing at which the licensee shall be afforded an opportunity to be heard, the Board may suspend or revoke any license or vehicle permit. Any suspension or revocation shall require a finding by the Board of a violation of this Policy based upon the evidence presented at the hearing. Suspension shall be for a specific and definite period of time not to exceed any remaining current license period. The County shall bear the burden of proof of a violation justifying any suspension or revocation of a license or permit. Issuance of a temporary suspension shall not be a prerequisite to the conduct of a hearing to consider the suspension or revocation of a license or permit. The Board shall revoke such a license or vehicle permit upon the licensee receiving a second violation.

4. Hearings: All suspension or revocation hearings shall be open to the public and shall be conducted in accordance with the Colorado Open Meetings Act. The Board shall be authorized to administer oaths and issue subpoenas to require the attendance of witnesses and the production of papers, books, and records necessary to the determination of any issue at any hearing.

5. Surrender of License or Permit: Following receipt of a written notice of suspension or revocation, the licensee shall surrender and deliver its license and/or its secure transportation vehicle permit to the Licensing Coordinator within forty-eight (48) hours.

6. Notices: Any notice issued pursuant to this Policy shall be made in writing and provided to the licensee at the address listed in the application for license. The Licensing Coordinator shall use its best efforts to immediately notify in writing any communications center and notify within three (3) business days any first response agencies, local law enforcement agencies and medical facilities of any suspension or revocation. The Licensing Coordinator may send notice to other counties, the Colorado Department of Public Health and Environment, Colorado Department of Regulatory Agencies, Colorado Department of Health Care Policy and Financing or other interested parties; provided, however, that such notice shall not entitle these parties to a right to participate in any hearing concerning suspension or revocation of a license.

XIII. Data Collection and Reporting Requirements

Any secure transport resulting in the serious injury, illness or death of a client or staff member during transport or resulting in injury to the client as a result of the use of physical restraint during transport shall be reported to the receiving facility immediately and to the County within twenty-

four (24) hours of the incident. The County should be notified by calling or emailing the Licensing Coordinator. Each report shall identify and describe the circumstances leading to the serious injury, illness or death of a client or staff member during transport.

In accordance with Part 6, 6 CCR 1011-4, all secure transportation services in Colorado shall provide the Department the required data and information in a form and manner determined by the Department as follows:

1. Beginning in 2024, all secure transportation services shall submit the following data no later than March 1 for the previous calendar year:

    A. The total number of transports (individual trips and trips with multiple clients as allowed in Part 8.4, 6 CCR 1011-4) that the service's vehicles made for the previous calendar year.

    B. The total number of adults (18+) served by the secure transportation service for the previous calendar year.

    C. The total number of minors (17 and under) served by the secure transportation service for the previous calendar year.

    D. The type of location where individuals were picked up and dropped off for the previous calendar year.

    E. The total number of individuals who were transported by the secure transportation service more than one time for the previous calendar year.

    F. The total number of transports (individual trips and trips with multiple clients as allowed in in Part 8.4, 6 CCR 1011-4) that the secure transportation service declined due to lack of secure transportation service resources for the previous calendar year.

    G. Demographic information for the previous calendar year, including, but not limited to:
        i. The total number of clients served by residential zip code;
        ii. The total number of clients served by pickup location zip code; and
        iii. The total number of clients served by gender, race and ethnicity.

    H. The total number of clients the service transported who were not on involuntary holds (M1, M5 and M8) for the previous calendar year.

2. The secure transportation service shall complete and submit to the Department a secure transportation service profile in the manner and method determined by the Department. The profile shall include, but not be limited to contact information for the licensee and its owner, manager, and/or administrator, demographics of the service area, number and types of responding staff, number of calls, counties served, organizational type, and number and type of responding vehicles.

A. Secure transportation services shall update the profile data whenever changes occur and at least annually.

B. As part of the profile, a licensed ground ambulance agency shall notify the Department if it is providing secure transportation services under its ground ambulance license.

3. The Department may establish procedures to monitor and enforce compliance regarding submission of secure transportation service profile information as described in Section XII.B. above and annual submission of utilization data as described in Section XII.1 above.

4. If a secure transportation service fails to comply with the Department's rules, the Department may report this lack of compliance to Gunnison County.

5. The Department may establish procedures to allow outside agencies, institutions, or individuals to obtain information from the secure transportation data system.

6. A secure transportation service may request the annual data that it has submitted to the Department.

XIV. Clinical, Medical and Operating Standards and Procedures

1. Parameters for Secure Transportation: Secure transport clients shall only be transported under the following circumstances:

   A. The client is experiencing a behavioral health crisis.

   B. The client is in need of urgent transportation to a facility that is defined in part 2.22(C), 6 CCR 1011-4.

   C. The client does not and will not need either:
      i. Medical treatment during transport, or
      ii. Active or ongoing medical monitoring.

   D. The client does not and will not need to be chemically restrained during secure transport as a behavioral intervention.

2. Restraint:

   A. No chemical restraint shall be administered during a secure transport. If chemical restraint is needed to ensure client safety, then the client shall receive an ambulance transport.

   B. Physical restraint, as defined in Part 2.21, 6 CCR 1011-4, shall only be utilized for health and safety purposes under the following conditions:

i. In cases of emergency, when the client is at risk of causing serious, probable and imminent threat of bodily harm to themselves or to others and when there is the present ability to affect such bodily harm; and
ii. After the failure of less restrict alternatives, including verbal de-escalation; or
iii. After a determination that such alternatives would be inappropriate or ineffective under the circumstances.

C. If physical restraint is utilized during a transport, the service shall document the time at which the physical restraint was applied and removed (if applicable) and the type of physical restraint used.

3. Transportation Procedures:

A. The secure transportation service shall follow its policy and procedure manual, including minimum national best practice guidelines for operation listed in section IX(6)(D) herein.

B. The secure transportation service shall transport one (1) client per vehicle transport, except under the following circumstances:
i. Each client has received behavioral health clearance from the treating provider at the sending facility, no physical restraint is needed, and there is a low probability of behavioral destabilization;

ii. Each client has received medical clearance from the treating provider at the sending facility, is medically stabilized, and has a low probability of medical destabilization;

iii. Each client has received an assessment from the treating provider at the sending facility that the client is an appropriate candidate for a transport with one or more individuals;

iv. The transport is an inter-facility transport as defined at Part 2.22(C), 6 CCR 1011-4; and

v. Each client has given their consent to be transported with another individual.

C. The secure transportation service shall create and maintain accurate and detailed logs of client transports, including professional incident reports.

D. To ensure the needs of clients are met, secure transportation services that do not provide 24/7 services shall provide the client with their after-hours contact information and with contact information for the secure transportation service's back-up providers.

XV. Client Rights

1. Every secure transportation service must have written client rights that assure a client has the right to be treated with consideration, respect, and full recognition of human dignity and individuality, and that includes, at a minimum:

    A. The right of the client and their property to be treated with respect.

    B. The right of the client to have access to basic comfort items and their personal mobile phone, provided the direct client support staff member establishes and documents that those items do not pose a danger to the client or staff member.

    C. The right of the client to wear their own clothes, provided the direct client support staff member establishes and documents that those items do not pose a danger to the client or staff member.

    D. The right of the client to receive secure transportation services by the least restrictive means necessary to assure the safety of the client.

    E. The right of the client to be free from discrimination in the provision of services.

    F. The right of the client to be free from neglect; financial exploitation; and verbal, physical, and psychological abuse, including humiliation, intimidation, or punishment.

    G. For clients who request voluntary transport, the right of the client to discontinue secure transportation services.

    H. The right of the client to receive disclosure about any video and/or audio recording that occurs during the delivery of service in accordance with applicable privacy laws.

    I. The right of the client to have personally identifying health information protected from unnecessary disclosure.

    J. The right of the client or their representative to file a complaint against the secure transportation service with the secure transportation service and County concerning services or care that is or is not furnished and receive documentation of the existence of the investigation and resolution of the complaint, including providing the complainant with the results of the investigation, and the secure transportation service's plan to resolve any identified issues.

    K. The right of the client to file a complaint with the secure transportation service and County without fear of discrimination or retaliation by the secure transportation service's owner, manager, administrator or any staff member.

2. Every secure transportation service must have client's rights policies and procedures, that include, at a minimum:

    A. Procedures for identifying, reporting, reviewing, and investigating all allegations of abuse, mistreatment, neglect and exploitation.

    B. Procedures for timely communicating all investigation results to the client and County in which the secure transportation service is licensed.

C. Procedures for timely and appropriate disciplinary action up to and including termination of staff and appropriate legal recourse against any staff member who has engaged in abuse, mistreatment, neglect or exploitation of a client.

D. Procedures that direct client support staff members must follow, to document their decision to withhold any basic comfort items and/or the client's personal mobile phone or prohibit a client from wearing their own clothes.

3. The secure transportation service shall provide written documentation of client rights and client rights' policies and procedures, including the right to file a complaint with the county, to clients at the initiation of the secure transportation service. If the client is unable to read the rights, they shall be read the rights in a language they understand.

XVI. Assignment

Assignment, sale or transfer of a secure transportation service license or vehicle permit is strictly prohibited. A new owner shall obtain a secure transportation license and vehicle permit(s) prior to beginning operations and upon change of ownership of a secure transportation service.

XVII. Fees

Gunnison County charges a $75.00 non-refundable flat fee for the review and processing and for the annual renewal of each secure transportation vehicle permit. Gunnison County does not charge for the secure transportation services license.

Payment of the total fee is required at the time of submitting the application(s).

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lot Cluster Agreement and Declaration; J Reed Bumg

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Lot cluster 29566 Cty Rd. 12 and 29564 Cty Rd. 12 in Sections 9 & 16, T13S, R89 W

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:

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 12/13/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/15/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 12/20/2022

Revised April 2015

Date: December 8, 2022

RE: Lot Cluster Application
LUC -22-00064
Reviewed by the Deputy County Attorney date- 12/7/2022

- The county attorney's office has reviewed and determined the plat legally sufficient for the BOCC review
- The taxes are current
- No HOA
- No liens
- No utility easements

J Reed Baumgarner has applied to cluster his two adjacent lots. The parcels are 105.91 acres and 36.14 acres. The resulting parcel would be 142.05 acres in size.

You may review the file:
https://permitdb.gunnisoncounty.org/citizenaccess/
projects
Search by application number- LUC-22-00064
Click on file
Attachments
View

Thanks,
Beth Baker
Gunnison County Community and Economic Development

APPLICATION TO COMBINE EXITING PARCELS OF REAL PROPERTY IN GUNNISON COUNTY

Gunnison County Community Development Department 221 N. Wisconsin St. Gunnison, CO
Website: https://www.gunnisoncounty.org/144/Community-and-Economic-Development
Telephone: 970-641-0360

SUBMIT ALL PERMIT PACKET INFORMATION TO PERMIT@GUNNISONCOUNTY.ORG

Application Fee- $1018.00

APPLICANT/ Owners: J Reed Bumgarner **PRIMARY CONTACT:** J Reed Bumgarner		
MAILING ADDRESS: 1001 25 Rd		
CITY: Grand Junction	**STATE:** CO	**ZIP:** 81505
PHONE 970-260-6593	**E- Mail Address** reedbum@gmail.com	

Please submit:

- **Both** the Complete Application and the Complete Declaration and Agreement
- Fee
- Copy of Warranty Deeds
- Tax certificates- showing taxes current
- All items 1-9 in the application

- Owners names must be as they appear on the warranty deeds for the properties.
- Legal descriptions must be as they appear on the warranty deeds for the properties

Updated 5-2022

1. **LEGAL DESCRIPTION.** The undersigned (is) (are) the owner (s) of the following described adjacent parcels of real property in Gunnison County, Colorado **(insert or attach the full legal description):**

See attached legal descriptions: 29566 County Rd 12 (exhibit A) and 29564 County Rd12 (exhibit B)

****And any adjacent street or alley that is or may be vacated. County of Gunnison, State of Colorado.**

2. **REQUEST TO COMBINE LOTS AND VACATE BOUNDARY LINE(S).** The undersigned desire(s) to create a single undivided building lot from the adjacent parcels described above; the undersigned expressly desires to vacate the boundary line(s) between such adjacent parcels. (Signature blocks on last page of application)

3. **LIEN OR MORTGAGE HOLDER ADDRESS(ES).** For each parcel described in #1, above, state the name, address and telephone number of each lien and or mortgage holder and briefly describe each lien and/or mortgage: Attach information

4. **LIEN OR MORTGAGE HOLDER CONSENT.** For each lien and/or mortgage described in #4, above, as applicable, provide notarized letters of consent or a signed and notarized subordination to the lot cluster from lien or mortgage holders of the individual pre-clustered lots; the lien/mortgage holder is required to sign the attached "Lot Cluster Agreement and Declaration."

****If there are no liens or encumbrances on the lots, please provide a signed statement noting there are no liens.**

5. **PROTECTIVE COVENANTS OR DEED RESTRICTIONS.** Attach a copy of the applicable Declaration of Protective Covenants, and /or deed restriction.

6. **HOMEOWNERS ASSOCIATION APPROVAL.** Provide a signed statement of approval of the lot cluster application.

7. **LOCATION WITHIN SPECIAL DISTRICT.** Identify each district or entity (such as a water and sanitation district) that provides service to each lot described in #1, above. Approval of this application to combine the described parcels or lots does NOT affect fees, assessments, or charges regarding any serve to those lots; changes to those fees, assessments or charges can only be made by such districts.

8. **CONSENT BY UTILITIES.** As applicable, letters of consent to the lot cluster from utility companies whose facilities are located in legal easements on or adjacent to the proposed clustered lots, and a copy of the easement agreements, if such agreements exist.

9. **SITE PLAN.** All the listed information MUST be shown on the drawing, as applicable. The site plan must be legible, clearly marked, on 8.5 x 11 inch paper, with a scaled representation of the lots. ❑ Exterior lot lines for all parcels described in #1, above

- ❑ All existing and proposed structures
- ❑ Locations of driveways and parking areas/spaces
- ❑ Locations of utilities (septic tanks, leach fields, wells, electric, gas, telephone or cable lines)
- ❑ Distance of structures from property lines
- ❑ Easements (include width as well as locations)
- ❑ Irrigation and drainage ditches
- ❑ Boundary line(s) to be vacated between lots
- ❑ If the lots are located within a platted townsite or recorded subdivision, indicate on the site plan the date, book and page or receipt numbers as recorded in the Office of the Gunnison County Clerk and Recorder.
- ❑ The lots immediately adjacent to all boundaries of the lots that will be clustered.

Each undersigned applicant, for themselves, their heirs, successors, personal representatives and assigns, declares an intention to combine the parcels described in #1, above, into one lot to be maintained as one new integrated single building lot and further declares an intention that no portion of such new lot constituting less than the entire new lot may be conveyed, mortgaged, encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to those required by the *Gunnison County Land Use Resolution*. The above declaration is for the benefit of Gunnison County, Colorado and shall run with the land in perpetuity. Nothing in this Agreement is or shall be construed to be a waiver of applicable County building, sewage disposal, driveway and/or other permit requirements.

Date: 11/2/2022

J Reed Bumgarner
Owner/ Applicant

Date: _____

_____
Owner/ Applicant

AUTHORIZATIONS

Date: _____

_____
Gunnison County Attorney

Date: _____

_____
Gunnison County Community Development Director

LOT CLUSTER AGREEMENT AND DECLARATION

Date of Meeting_____(filled in by staff)

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

and J Reed Bumgarner
(Owner)

_____
(Owner)

_____
(Owner)

_____
(Owner)

RECITALS:

Legal Description: Complete – please attach if too long

Please see attached legal descriptions.

Exhibit A: 29566 County Road 12, Account #R073443, Parcel #318300000118

Exhibit B: 29564 County Road 12, Account #R073444, Parcel #318300000119

and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado

2. This *Lot Cluster Agreement and Declaration* is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

NOW, THEREFORE, it is agreed that:

1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the *Gunnison County Land Use Resolution*.

2. This *Lot Cluster Agreement and Declaration* does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.

4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.

5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.

6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*.

Date: 11/2/22 _____ **Owner**

Date: _____ _____ **Owner**

Date: _____ _____ **Owner**

Date: _____ _____ **Mortgage or Lien Holder**

STATE OF COLORADO)
)ss
COUNTY OF ~~GUNNISON~~ Mesa)

The foregoing instrument was acknowledged before me this 2nd day of November 20 22 by John Baumgartner **(Owner/s).**

Witness my hand and official seal.

My Commission expires: 1.9.2024

PEGEEN WILSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19954017943
My Commission Expires January 9, 2024

Pegeen Wilson
Notary Public

Address: 2354 Patterson Rd
Gr Jct Co 81505

STATE OF COLORADO)
)ss
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this _____ day of _____20___ by _____ **(Mortgage/Lien Holder).**

Witness my hand and official seal.

My Commission expires: _____

_____
Notary Public

Address:

Date: _____

_____	_____	_____
Jonathan Houck	Roland Mason	Elizabeth Smith
Chairperson	Vice-Chairperson	Commissioner

Board of County Commissioners
Gunnison County, Colorado

Attest:

_____
Gunnison County Clerk and Recorder

Exhibit "A" - Legal Description

Parcel I:

A parcel located in Tracts 44 and 49, Township 13 South, Range 89 West, 6th P.M. (Parts of Sections 9 and 16) having bearings based upon a bearing of S89°49'15"W between the Southeast corner of said Tract 49 and the Southwest corner of said Tract 49 with all other bearings being relative thereto, said parcel being more particularly bounded and described as follows:

Beginning at the NW corner of Tract 44 as monumented by a GLO Brass Cap and thence running along the North line of said Tract 44 N89°43'00"E 424.26 feet; thence leaving said North line S42°01'50'E 20.10 feet; thence N89°43'00"E 140.20 feet; thence leaving said North line S42°11'59"E 1850.55 feet; thence 62.00 feet along the arc of a non-tangent curve left, said curve having a radius of 309.22 feet and whose chord bears S89°48'47"E 61.90 feet; thence N89°26'33"E 281.74 feet to a point on the North right-of-way line of Forest Service Road 709 as described in the Gunnison County Records in Book 784 at Page 245, under Reception #468095; thence along said right-of-way the following (5) five courses: (1) N87°01'13"E 385.66 feet; (2) thence 167.56 feet along the arc of a curve to the right, said curve having a radius of 139.79 feet and whose chord bears S58°38'29"E 157.71 feet; (3) thence S24°18'10"E 85.47 feet; (4) thence 142.44 feet along the arc of a curve to the left, said curve having a radius of 338.54 feet and whose chord bears S36°21'22"E 141.39 feet; (5) thence S47°51'34"E 66.77 feet to the centerline of Anthracite Creek; thence following said Anthracite Creek centerline generally along the following (11) eleven courses: (1) S46°12'10"W 144.31 feet; (2) thence S31°13'36"W 59.70 feet; (3) thence S45°01'47"W 49.85 feet; (4) thence S60°54'57"W 146.87 feet; (5) thence S57°29'30"W 99.00 feet; (6) thence S67°44'19"W 120.01 feet; (7) thence S80°14'53"W 67.92 feet; (8) thence S74°30'59"W 70.49 feet; (9) thence N90°00'00"E 61.18 feet; (10) thence S52°29'38"W 74.40 feet; (11) thence N76°26'46"W 95.60 feet; thence leaving said right-of-way S02°26'09"W 540.54 feet to a point on the South line of said Tract 49; thence along said South line S89°49'15"W 1988.25 feet to the Southwest corner of said Tract 49; thence along the West line of Tract 49 N00°00'13"W 1320.30 feet to the Northwest corner of said Tract 49; thence N00°00'13"W 1319.87 feet along the West line of said Tract 44 to the point of beginning.

County of Gunnison,
State of Colorado.

Exhibit A - Legal Description

Parcel II:
A parcel located in Tract 49, Township 13 South, Range 89 West, 6th P.M. (Parts of Sections 9 and 16) having bearings based upon a bearing of S89°49'15"W between the Southeast corner of said Tract 49 and the Southwest of said Tract 49 with all other bearings being relative thereto, said parcel being more particularly bounded and described as follows:

Beginning at the SE corner of Tract 49 as monumented by a GLO Brass Cap and thence running along the South line of said tract 49 S89°49'15"W 2098.41 feet; thence leaving said South line N02°26'09"E 540.54 feet to the Centerline of Anthracite Creek; thence following said centerline generally along the following (11) eleven courses: (1) S76°26'46"E 95.60 feet; (2) thence N52°29'38"E 74.40 feet; (3) thence N90°00'00"E 61.18 feet; (4) thence N70°30'59"E 70.49 feet; (5) thence N80°14'53"E 67.92 feet; (6) thence N 67°44'19"E 120.01 feet; (7) thence N57°29'30"E 99.00 feet; (8) thence N60°54'57"E 146.87 feet; (9) thence N45°01'47"E 49.85 feet; (10) thence N31°13'36"E 59.70 feet; (11) thence N46°12'10"E 144.31 feet; thence leaving said creek centerline S47°50'08"E 50.16 feet; thence N68°45'43"E 289.90 feet; thence S60°57'20"E 1061.29 feet to a point on the East line of said Tract 49; thence along said East line S00°07'24"W 499.03 feet to the point of beginning.

County of Gunnison,
State of Colorado.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution Approving the Grant Application for a T

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Approval of resolutions authorizing two grant applications to the Colorado Division of Housing.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/14/2022

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

Comments:
Appear legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/16/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/16/2022

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 12/20/2022

Revised April 2015

Gunnison County, CO
Community Development Department
221 N. Wisconsin St. Ste. D, Gunnison, CO 81230
Phone: (970) 641-0360 FAX: (970) 641-8585
Website: www.gunnisoncounty.org
Email: planning@gunnisoncounty.org

To: BOCC

From: Cathie Pagano, Director of Community and Economic Development

Date: December 12, 2022

Re: CO Division of Housing Grant Applications

County staff are preparing two grant application for the Colorado Division of Housing (DOH) Transformational Affordable Housing, Homeownership, and Workforce Housing Grant Program. The first applications are due January 1, 2023 and were opened on November 22, 2022. Applications will be accepted monthly until all funds are expended.

Gunnison County is submitting two applications.

The first application is for $10 million to support the installation of infrastructure at the County's Whetstone workforce housing development. Funds may also be used to provide gap financing and to increase the availability of for sale housing. A match of 25% is required to be sourced from the applicant or other third party. The County has received cost estimates for the installation of horizontal infrastructure for the project including utilities, streets, sidewalks, etc. The total estimated infrastructure cost is $16.1 million.

The second application is for $1.5 million to payoff the debt at Mountain View apartments and pay for the remodel of the building to improve the livability of the residential units and improve energy efficiency.

The DOH application requires approval from the authorizing body for the submission of the applications. Two resolutions are attached for your consideration. Please feel free to contact me with any questions. Thank you.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2022 - ___

A Resolution Approving the Grant Application for a Transformational Affordable Housing, Homeownership, and Workforce Housing Grant Program from the Colorado Division of Housing

WHEREAS, the Gunnison County Board of Commissioners supports the Grant Application for a Transformational Affordable Housing, Homeownership, and Workforce Housing Grant Program from the Colorado Division of Housing.

WHEREAS, Gunnison County may request up to $10,000,000 from the Colorado Division of Housing to support the installation of infrastructure at the Whetstone workforce housing development.

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

1. If the grant is awarded, the Gunnison County Board of Commissioners strongly supports the fulfillment of the project.
2. The Gunnison County Board of Commissioners authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.
3. If the grant is awarded, the Gunnison County Board of Commissioners hereby authorizes the County Manager to sign the grant agreement and hereby delegates to the County Manager the authority to negotiate and execute any related agreements or documents.

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

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Commissioner

_____
Elizabeth Smith, Commissioner

ATTEST:

Gunnison County Deputy Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Crested Butte South POA Covenant Amendments; LUC-2

Action Requested: Motion

Parties to the Agreement:

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

Summary:

CB South Covenants amendments - see staff memo and attachment for details

Fiscal Impact:

Submitted by: Sean Pope **Submitter's Email Address:** spope@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Section 106 of SA regs provide: "The Existing Covenants, Restrictions, Resolutions, Rules and Regulations, and no portion of them, shall be amended without the prior written acknowledgement, by motion or recorded resolution, of the BOCC." BOCC review governed by Resolution 2017-5. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 12/6/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/15/2022

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

Agenda Date: 12/20/2022

Revised April 2015

Gunnison County
Community Development Department
Offices of Planning, Building and Environmental Health
N 221 N. Wisconsin St., Ste. D
Gunnison, CO 81230
Phone: (970) 641-0360

To: Gunnison County Commissioners

From: Sean Pope

Date: _____

Re: Crested Butte South POA Covenant Amendments: LUC-21-00061

Summary of Changes

An application for a Land Use Change Permit for amending the Crested Butte South covenants was submitted on October 27, 2021 as required by the BOCC Resolution No. 2017-5. The current covenants were written and recorded in 1970. There are a number of language and definition changes throughout the document, updating it to current standards, reference Elizabeth Appleton's *"Summary of the Changes to the 1970 Covenants and Restrictions"* for a comprehensive summary of changes. The changes mentioned below are those that were voted on by the Crested Butte South Property Owners Association (CBSPOA) members and the changes which are less restrictive than the County's standards.

In November of 2021, the CBSPOA voted on the proposed amendments and restrictions, with a number of new items being voted on. They were:

1. To update the covenants or not
2. To allow camper parking or not
3. To allow camper use (as a habitation) or not
4. To have the short-term rental (STR) limit be 90 days or year round

There was an issue with how the vote was conducted and how votes were allocated– which CBSPOA Attorney Beth Appleton can explain in more detail – which caused the need for the vote to be redone in 2022. The results were:

1. To update the covenants
2. Allow camper parking
3. Not allow camper use
4. Not limit STRs to 90 days

After review of the new covenants, staff finds that the proposed amendments are no less strict than the Counties requirements, with the exception of setbacks. According to Section 4.2.6 *Setbacks* in the amended Covenants, which allows for *"Unenclosed porches or entryways, entrance steps, bay windows, balconies, decks, and roof overhangs that are no more than six feet from the original*

structure shall not be included in determining setbacks." Permanent structures are still not allowed to be constructed within the setbacks. As a comparison, the county standards do not allow any structure, as defined in the Gunnison County *Land Use Resolution,* to be constructed within the setbacks. Staff believes that the CBSPOA and the Design Review Committee is capable of managing these exceptions to structures allowed in the setbacks.

Staff recommends the approval of the updated covenants.

ELIZABETH P. APPLETON PC
ATTORNEY

MEMORANDUM

To: Cathie Pagano, Gunnison County Planning Department
Re: Administrative Review Application for Crested Butte South: Summary of Changes to 1970 Covenants for Crested Butte South
Date: August 25, 2022

SUMMARY OF THE CHANGES TO THE 1970 COVENANTS AND RESTRICTIONS

The reference to "1970 Document" is to the 1970 Covenants and Restrictions for Crested Butte South.

The reference to RECITALS and ARTICLES below is to the Amended and Restated Covenants and Restrictions, called "Proposed Document," and then compares to the 1970 Covenants. The articles have been re-numbered.

RECITALS:

1970 Document: These recitals describe the property being platted and the intent of the developer, Crested Butte Land Company.

Proposed Document: These Recitals introduce the background of the subdivision including the four filings and the recorded documents. The recitals also set forth the intent of the document and of the Owners and the Association.

The recitals also include ratification of the method of vote and assessment allocation applied by the Association for years.

ARTICLE 1: Statement of Purpose

1970 Document: There is not a statement of purpose in the 1970 Document, other than what is contained in the Whereas clauses.

Proposed Document: Statement of Purpose. This article describes the purpose of the document, including the benefit to all Owners, and upon being recorded, the new 1970 Covenants will be replaced in entirety with the Proposed Document.

ARTICLE 2: Definitions

1970 Document. Article 1.00 includes ten (10) definitions. This may have been adequate in 1970, but 52 years later, additional definitions are needed.

Article 2.0 in the 1970 Document is the Improvement Committee. The Committee is now the Board of Directors, as described below in Article III of the Proposed Document.

Proposed Document: Definitions. The definitions article is robust and includes definitions to assist the reader in understanding the document. The definitions are updated to reflect the community's and Owner's uses and development of property in Crested Butte South.

ARTICLE 3: Crested Butte South Property Owners Association Inc.

1970 Document: Article 3 is the Maintenance Fund. This is the article the Association has historically applied in allocating assessments to each lot or unit, although the language is not clear. Article 3.02 requires one vote per lot. This is also the article that requires Owners to approve by majority vote any annual increase in dues exceeding 10% (presumably of the previous year), which remains in place.

Proposed Document: Crested Butte South Property Owners' Association, Inc. The Association is governed by its duly elected Board. This updates Article 2.0 of the 1970 Covenants (Improvement Committee). It includes in Article 3.3 Voting Rights, of one vote per lot or Unit (condominium or townhouse).

The Board may hire a manager to run the day-to-day operations of the Association. In addition, this article includes the references to Responsible Governance Policies and public disclosures (required Association action under CCIOA), and includes language on negligence. This is all new (and standard) language from the 1970 Document.

ARTICLE 4: Land Use

1970 Covenants: Architectural Control. This article has been replaced with Article 5, Architectural Control in the Proposed Document. See below for summary of changes.

Proposed Document: Land Use. This article expands and defines the permitted and prohibited uses of property in Crested Butte South. This article replaces Article 5 of the 1970 Covenants. Article 5 permits two stories only with a garden level of first floor. This article also limits a lot to one single or multi family dwelling place with an attached or detached garage.

Under the Proposed Document, permitted uses include lot clustering (as the 1970 Covenants do), as well as clarifies the vote and assessments allocated to clustered lots, easements, storage, residential use, home-business use, commercial use, mixed use, light manufacturing and light industrial in the commercial area, parking (including camper parking), accessory dwelling units, prohibition of habitation of campers and rental use of property. Manufacturing was prohibited in the 1970 Covenants. Light manufacturing is now permitted under the proposed Document. No storage of heavy equipment is permitted, except during periods of construction.

Prohibited uses include but are not limited to inoperable vehicles, storage on vacant lots, hazardous activities, heavy industrial use, certain campers, nuisance, fractional and timeshare ownership, and certain recreational uses. Much of this language is new.

ARTICLE 5: Architectural Control

1970 Covenants: Article 4 Architectural Control. See description above.

Proposed Document: Architectural Control. This replaces Article 4 of the 1970 Covenants. The language is similar to the 1970 Covenants, Article 4, but more detailed. New language includes but is not limited to a variance provision, building dimensions and height, permitted number of stories (this is same as the 1970 Document), minimum size, lighting, excavation, and landscaping. Other new language is the legal standard for the Design Review Committee – reasonable judgment. This Article also references the Design Review Guidelines and CAMP.

ARTICLE 6: Animals

1970 Covenants: Article 6 is Non-Residential Areas. This Article designates Crested Butte South as a residential development except for the commercial area. It also provides that Lot 1, Block 5 and Block 7 are to be used for non-commercial and community purposes. This has not changed in the Proposed Document (see Article 4.1.1 of the Proposed Document).

Article 8 of the 1970 Covenants provides that animals cannot be kept for commercial purposes and a reasonable number of dogs, cats, birds and fish are permitted. Livestock, except horses, and poultry is prohibited.

Proposed Document: Animals. This provision allows for a reasonable number of dogs and cats, as well as indoor pets. All livestock and poultry are prohibited. This article also includes language on nuisance and impoundment, which is new language.

ARTICLE 7: Assessments and Dues

1970 Document: Temporary Structures Prohibited. This article lists the prohibited temporary structure uses. The language that has been problematic over the years is: "No trailer capable of habitation or containing living quarters shall be parked on any lot or street governed hereby for more than one consecutive overnight period."

Proposed Document: Article 4 includes several provisions regarding temporary structures. 4.4.4 prohibits habitation of temporary structures and campers. 4.4.7 prohibits Class A Recreational Vehicles, Mobile Homes and Semi-Trailers. Article 4 provides details a clarification which leaves application of these provisions much easier.

Proposed Document: Assessments and Dues. This Article 7 replaces Article 3, Maintenance Fund. It comports with CCIOA in terms of the Association being required to adopt an annual budget, the purpose of which is to set dues, and makes clear the method of allocating assessments. Assessments are based upon the rate for a Single-Family Unit. Vacant lots, whether commercial or residential, have their own assessment rate. Article 7 also includes the updated lien language (updated from Article 3, Maintenance Fund, in the 1970 Covenants), special assessments, default assessment, reserve fund, billing, nonpayment of assessments as well successor's liability for assessment. This is all new language.

The assessment structure would be as follows: Each vacant Lot is assessed the same rate; each single family home, condominium or townhouse unit (legally subdivided) shall be assessed at the same rate; the presence of an accessory dwelling unit or studio unit on a lot with a single family home will increase the assessment to twice that of a single family home; residential lots with a building with two or more units that have not been condominiumized or subdivided into townhomes will be assessed per number of units in the building based on the single family home rate; commercial lots which are developed into commercial use will be assessed per unit of commercial use at twice the rate of a single family home. Commercial lots which have residential units shall be assessed per unit based on the single-family home rate, whether condominiumized, town-housed or not. In addition, previously clustered residential lots shall continue to be assessed as a single-family home, unless there is an ADU or studio unit on the Lot. Moving forward, newly clustered lots shall be assessed at 1.5 times the rate of a single-family unit, unless there is an ADU or studio unit which increases the assessment. Clustered commercial lots shall be treated as if they had not been clustered – meaning commercial units shall be assessed at twice the rate

of a single-family home assessment, and residential units shall be assessed using the single-family home rate.

ARTICLE 8: **Insurance**

1970 Covenants: The 1970 Covenants do not include any provisions on insurance.

Proposed Document: Insurance. This article is all new language and requires the Association to procure certain insurance for the protection and benefit of the Association.

ARTICLE 9: Term and Amendment of Covenants

1970 Covenants: Article 9 is Setback Requirements. This article determines front and back yard set backs as well as side setbacks, and includes other language related thereto.

Proposed Document: Article 4.2.6 is the new provision on setbacks. The front and back yard setbacks are the same (25 feet), and the side setbacks have changed from ten feet to fifteen feet. The rest of the language in the 1970 Covenants remains.

Proposed Document: Term and Amendment of Covenants: This requires more than a 50% (of the membership) affirmative vote to amend the covenants, subject to law. The corresponding provision in the 1970 Covenants is Article 25. The language in the Proposed Document is updated.

ARTICLE 10: Enforcement

1970 Document: Article 10 is Minimum Size. This sets minimum size of 1500 square feet for a single-family residence and 800 square feet for a multi-family residence.

Proposed Document. Article 5.3.3 changes the minimum size for a single-family residence to 1200 square feet and for a multi-family residence 650 square feet, and 400 square feet for a Studio Unit.

1970 Document: Enforcement and Amendment. Article 25.02 is the only provision that addresses enforcement. It states that owners may prosecute any enforcement or violation proceedings against an owner who is violating or attempting to violate the covenants.

Proposed Document: Enforcement. Article 10 is dedicated solely to enforcement. It gives owners and the Association the right to enforce (as does the law), as well as Gunnison County. It deems any violation a nuisance, and gives the Association the right to enforce by correction. This is all new language. It provides for more enforcement power for the Association.

ARTICLE 11: Principles of Interpretation

1970 Document: Article 11 is No Construction in the Absence of Sewer or Water. This basically states that the infrastructure has to be installed prior to the development of any Lot. This language has been removed.

Proposed Document: This is new language and requires all development to be connected to the water and sewer system provided by CBSMD.

Proposed Document: Principles of Interpretation. This is a new article and new language. These sections are applicability to the Act (CCIOA), controlling document, context, headings, attorneys' fees,

applicable law, venue and jurisdiction, and binding agreement. There is a section on severability, as there is in the 1970 Covenants Article 26, Severability.

ADDITIONAL ARTICLES FROM THE 1970 COVENANTS NOT ADDRESSED ABOVE

Article 12: Sight Distance at Intersections. This section has been removed and is covered in CAMP.

Article 13. Parking. This is covered under Article 4.2.5, Parking, of the Proposed Document.

Article 14. Cluster Development. This is covered under Article 4.1.2, Clustering of Lots, of the Proposed Document.

Article 15. Utility Easements. This is covered under Article 4.1.3, Easements, of the Proposed Document.

Article 16. Location of Utilities. This is covered under Article 4.1.3, Easements, of the Proposed Document.

Article 17. Fill Dirt. This has been removed. Similar language is included in CAMP.

Article 18. Lot Appearance. This is covered under Article 4.1.5, Lot Appearance, of the Proposed Document.

Article 19. Trees and Shrubs. This is covered under Article 5.8, Landscaping, of the Proposed Document. with new language.

Article 20. No Further Subdivision. This is covered under Article 4.4.11, No Further Subdivision, of the Proposed Document.

Article 21. Change of Grade or Drainage. This is covered under Article 5.4, Drainage, of the Proposed Document.

Article 22. Fences. This is covered in Article 5.10 and is also covered in CAMP.

Article 23. Heating Facilities. This has been removed and is covered in CAMP.

Article 24. Commercial Property. Reference to Commercial Lots and use is now addressed throughout the document. See in particular: Definitions (2.16, 2.17 and 2.18), parking (4.2.5), height and stories (5.4.1 and 5.4.2), and signage (4.3).

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
Meeting Agenda for December 20, 2022
County Commissioners' Meeting Room
200 E. Virginia Avenue; Gunnison, CO 81230
(Remote Option, Below)

- Call to Order at 10:15 am
- Agenda Review
- Memorandum of Understanding between Gunnison County and Prowers County; Hot Line Calls for Child Welfare and Adult protection services; 1/01/2023 to 12/31/2023
- Gunnison/Hinsdale DHS Financial Report – Period Ending October 31, 2022
- 2023 Board of Human Services Planning
- Adjourn at 10:45 am

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 Meeting: https://us02web.zoom.us/j/82753657556?pwd=MjNDbTZHTFNrRVdDemZJdC91aVBlZz09

Meeting ID: 827 5365 7556
Passcode: 471302
One tap mobile
+12532158782,,82753657556#,,,,*471302# US (Tacoma)
+13462487799,,82753657556#,,,,*471302# US (Houston)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding between Gunnison Count

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Signature for Prower's County to cover Child Welfare and Adult protection after hour and holiday calls for Gunnison and Hinsdale counties. On call worker will be available to respond to emergency calls as needed.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 10/25/2022

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

Comments:
Appears legally sufficient. ASFR 10.26.22

Reveiwed by: GUNCOUNTY1\asanfilippo-rosser Discharge Date: 10/26/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/15/2022

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 2

Agenda Date: 12/20/2022

Revised April 2015

MEMORANDUM OF UNDERSTANDING
Between
GUNNISON COUNTY
and
PROWERS COUNTY

INTRODUCTION:

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

PURPOSE:

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

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
   a. This MOU becomes effective January 1 2023 for the period of 12 months, ending December 31, 2023.
   b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
   a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
   b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
   a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

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

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

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

Estimated number of Child Abuse/Neglect Reports Jan 2023 – Dec 2023		22
C/W Inquiries 0 Divided by 10		0
Total Estimated Reports		22
Less the Allotment of Reports (4 per month or 12 per quarter)		-48
Total Estimated Reports to be billed		0
Rate per Report	$	23.00
Estimated Investment for C/W Reports	$	0.00
Estimated number of APS reports Jan 2023 – Dec 2023		5
Rate per APS Report	$	23.00
Estimated Investment for APS reports	$	0.00
Total Investment for Call Coverage services	$	0.00

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

JOINT RESPONSIBILITIES SHARED BETWEEN GUNNISON COUNTY AND PROWERS COUNTY HCCC:

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

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

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

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

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

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

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

GENERAL RESPONSIILITIES OF GUNNISON COUNTY

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

GENERAL PROVISIONS

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

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2023 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2024 providing for payment of such obligations. Gunnison County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Signed: _____

Name: _____

Title: _____

Entity: _____

Approving Entities

Signed: _____

Name: _____

Title: _____

Entity: _____

State Confirmation

Date: _____

Signed: _____

Name: _____

Title: _____

Entity: _____

MEMORANDUM OF UNDERSTANDING
Between
HINSDALE COUNTY
and
PROWERS COUNTY

INTRODUCTION:

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Estimated number of Child Abuse/Neglect Reports Jan 2023 – Dec 2023		12
C/W Inquiries 0 Divided by 10		0
Total Estimated Reports		12
Less the Allotment of Reports (4 per month or 12 per quarter)		-48
Total Estimated Reports to be billed		0
Rate per Report	$	23.00
Estimated Investment for C/W Reports	$	0.00
Estimated number of APS reports Jan 2023 – Dec 2023		0
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3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
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9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
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Approving Entities

Signed: _____

Name: _____

Title: _____

Entity: _____

Approving Entities

Signed: _____

Name: _____

Title: _____

Entity: _____

State Confirmation

Date: _____

Signed: _____

Name: _____

Title: _____

Entity: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Board of Human Services Financials

Action Requested:

Parties to the Agreement:

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

Summary:

Financials - Human Services

Fiscal Impact:

Submitted by: Kelly Weak **Submitter's Email Address:** kweak@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 12/15/2022

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

Comments:

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

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/15/2022

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 12/20/2022

Revised April 2015

Gunnison/Hinsdale DHS Financial Report
for the Period Ending
October 31, 2022

	Expense	YTD Expense *Gunnison*	YTD Expense *Hinsdale*	*Total*	Estimate of Gunnison County Only $$
155	HB 1451	69,418.37	-	69,418.37	-
340	Colorado Works (TANF)	168,296.47	11,388.53	179,685.00	33,659.29
340	Child Care	159,491.32	17,965.39	177,456.71	31,898.26
350	County Admin	510,101.97	7,081.41	517,183.38	102,020.39
350	Adult Protective Services	73,772.64	-	73,772.64	14,754.53
360	Child Welfare	607,242.36	41,695.76	648,938.12	121,448.47
360	Core Services	123,221.61	20,615.75	143,837.36	24,644.32
365	Child Support Enforcement	91,581.91	1,159.47	92,741.38	31,137.85
380	LEAP	149,254.11	6,669.21	155,923.32	-
380	Aid to Needy Disabled	16,889.34	-	16,889.34	3,377.87
380	Old Age Pension	63,689.82	3,113.26	66,803.08	-
380	Food Assistance	2,566,334.97	26,779.07	2,593,114.04	-
380	Grants	79,606.44	-	79,606.44	-
		4,678,901.33	136,467.85	4,815,369.18	362,940.99

Signatures

_____

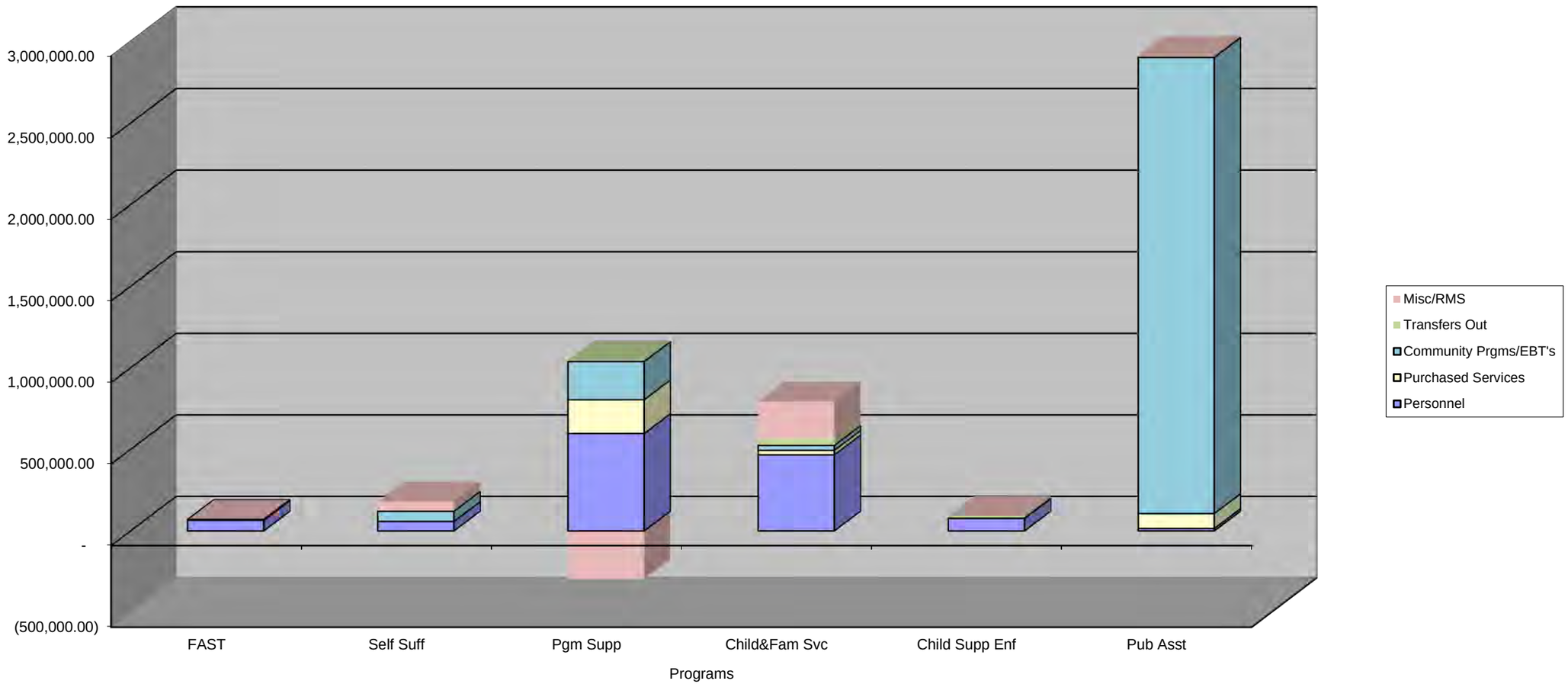
Director, Gunnison/Hinsdale DHS

_____

Chair, Gunnison/Hinsdale Board Human Services

	Gunnison/Hinsdale DHS Financial Report for the Period Ending																										
	October 31, 2022	Gunnison	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Gunnison	Hinsdale	Grand
		155-0	340-1	340-6	340-1	340-6	350-2	350-2	350-7	360-1	360-6	360-2	360-7	365-1	365-6	380-1	380-6	380-21	380-71	380-22	380-72	380-32	380-82	380-00			
	Expense	*HB 1451*	*CO Works*	*CO Works*	*Child Care*	*Child Care*	*Cty Admin*	*APS*	*Cty Admin*	*Child Welfare*	*Child Welfare*	*Core Svcs*	*Core Svcs*	*Chld Supp Enf*	*Chld Supp Enf*	*LEAP*	*LEAP*	*AND*	*AND*	*OAP*	*OAP*	*Food Assist*	*Food Assist*	*Public Assist*	Totals	Totals	***Totals***
5110	SALARIES-DEPT HEAD/SUPERVISOR						92,421.10																		92,421.10	-	92,421.10
5111	SALARIES-FULL TIME	43,538.59	37,427.60	9,356.90	3,978.20	3,705.44	326,743.13	10,836.32		232,464.94	31,150.22	97,777.24	16,582.76	54,564.84	551.16									785.30	808,116.16	61,346.48	869,462.64
5112	SALARIES-PART TIME	8,377.14			12,922.22	5,729.31	4.95	22,475.96								7,604.72								5,258.00	56,642.99	5,729.31	62,372.30
5113	OVERTIME						10,430.58																		10,430.58	-	10,430.58
5210	PAYROLL TAX-FICA	3,695.80	2,752.71	688.21	1,221.00	655.58	31,249.25	2,401.30		16,366.38	2,187.67	6,983.28	1,173.51	3,454.22	34.90	581.77								457.93	69,163.64	4,739.87	73,903.51
5220	HEALTH INSURANCE	6,561.49	4,202.56	1,050.59	803.43	740.70	46,491.61	2,918.51		25,866.14	2,969.96	9,007.24	1,864.44	14,536.90	146.80									101.00	110,488.88	6,772.49	117,261.37
5230	RETIREMENT	2,101.81	1,859.52	464.88	529.80	334.31	17,587.39	1,190.55		10,866.25	1,557.07	4,415.80	710.90	2,728.28	27.52									37.44	41,316.84	3,094.68	44,411.52
5240	UNEMPLOYMENT INSURANCE	77.89	56.14	13.98	25.36	14.15	646.32	50.71		353.49	46.72	146.61	24.87	81.88	0.80	11.40								9.09	1,458.89	100.52	1,559.41
5250	WORKERS' COMPENSATION INSURANCE	402.54	45.10	11.28	74.04	39.91	545.96	276.15		2,374.65	139.90	1,007.23	253.10	69.80	0.70	9.44								9.49	4,814.40	444.89	5,259.29
5260	EMPLOYEE ASSISTANCE PREMIUM	32.13	17.94	4.48	18.64	9.17	163.77	26.72		80.83	9.02	31.71	6.17	22.10	0.20	8.92								6.36	409.12	29.04	438.16
6110	OFFICE SUPPLIES						6,201.19									2.97									6,204.16	-	6,204.16
6120	OPERATING SUPPLIES						668.08																		668.08	-	668.08
6170	POSTAGE						908.38									116.00									1,024.38	-	1,024.38
6180	PHOTOCOPY	135.32					52.28																		187.60	-	187.60
6610	EQUIP & FURN UNDER $4000						2,756.08																		2,756.08	-	2,756.08
6630	EDUCATION/PROMOTION									120.20															120.20	-	120.20
7020	TELEPHONE SERVICE						5,696.88			2,075.04															7,771.92	-	7,771.92
7022	CELL PHONE						1,300.00	515.00		3,190.00						203.08									5,208.08	-	5,208.08
7030	INTERNET						1,666.70																		1,666.70	-	1,666.70
7210	REPAIR & MAINT - BUILDING						9,673.26																		9,673.26	-	9,673.26
7245	MAINTENANCE CONTRACTS						2,207.04																		2,207.04	-	2,207.04
7310	TRAVEL - TRANSPORTATION						703.90			864.43															1,568.33	-	1,568.33
7311	TRAVEL - MOTOR POOL						490.88	213.57		148.09															852.54	-	852.54
7312	TRAVEL - MEALS						278.61							145.40											424.01	-	424.01
7313	TRAVEL - LODGING						1,544.38							537.00											2,081.38	-	2,081.38
7329	PROFESSIONAL SERVICES	1,725.00				5,000.00	13,603.38	5,741.46		12,210.80				208.56										72,941.83	106,431.03	5,000.00	111,431.03
7330	MEETINGS - SUPPLIES						465.35			180.00															645.35	-	645.35
7331	MEETINGS - MEALS	218.40					1,976.23			758.45															2,953.08	-	2,953.08
7332	MEETINGS - REGISTRATIONS						1,212.49			140.00				312.00											1,664.49	-	1,664.49
7341	RENTAL - BUILDINGS & LAND						113,308.00																		113,308.00	-	113,308.00
7352	DISPATCH FEES						3,000.00																		3,000.00	-	3,000.00
7354	ADMINISTRATION FEES						2,655.91		642.56					570.17	24.34										3,226.08	666.90	3,892.98
7361	BOOKS & SUBSCRIPTIONS	149.90																							149.90	-	149.90
7410	ADVERTISING & LEGAL NOTICES	195.66					1,119.32	188.00								18,060.01									19,562.99	-	19,562.99
7420	PRINTING & PUBLISHING						23.00																		23.00	-	23.00
7430	DUES & MEMBERSHIPS						1,929.00		686.00																1,929.00	686.00	2,615.00
7440	SCHOOLS & TRAINING	275.00								8,250.00															8,525.00	-	8,525.00
7460	AUDITING						13,467.47																		13,467.47	-	13,467.47
7470	INSURANCE & BONDS						2,886.63																		2,886.63	-	2,886.63
7490	MAPPING SERVICES						220.80																		220.80	-	220.80
7491	COMPUTER SERVICE FEES	1,666.70					11,566.70																		13,233.40	-	13,233.40
7492	EQUIPMENT USAGE						3,154.10																		3,154.10	-	3,154.10
7502	ELECTRONIC BENEFITS TRANSFERS		62,187.91		117,588.42	4,321.25	106,572.83		6,157.23	25,865.78		3,852.50				122,655.80	6,669.21	16,889.34		53,569.86	3,106.50	2,566,334.97	26,779.07		3,075,517.41	47,033.26	3,122,550.67
7801	TRANSFER TO GENERAL FUND						1,958.02	6,055.09		43,428.74	483.27			14,350.76	373.05										65,792.61	856.32	66,648.93
8220	FURNITURE & FIXTURES						5,237.72																		5,237.72	-	5,237.72
9012	RMS EXPENSE		59,746.99	(201.79)	22,330.21	(2,584.43)	(334,686.70)	20,883.30	(404.38)	221,638.15	3,151.93									10,119.96	6.76				31.91	(31.91)	(0.00)
9044	FLEX FOR FAMILIES	265.00																							265.00	-	265.00
	Totals	69,418.37	168,296.47	11,388.53	159,491.32	17,965.39	510,101.97	73,772.64	7,081.41	607,242.36	41,695.76	123,221.61	20,615.75	91,581.91	1,159.47	149,254.11	6,669.21	16,889.34	-	63,689.82	3,113.26	2,566,334.97	26,779.07	79,606.44	4,678,901.33	136,467.85	4,815,369.18
	2022 YTD Actual	69,418.37	168,296.47	11,388.53	159,491.32	17,965.39	510,101.97	73,772.64	7,081.41	607,242.36	41,695.76	123,221.61	20,615.75	91,581.91	1,159.47	149,254.11	6,669.21	16,889.34	-	63,689.82	3,113.26	2,566,334.97	26,779.07	79,606.44	4,678,901.33	136,467.85	4,815,369.18
	2022 Budget	98,770.00	311,120.00	23,110.00	265,670.00	38,320.00	811,470.00	105,100.00	6,820.00	949,770.00	56,590.00	180,780.00	27,830.00	137,570.00	6,110.00	227,900.00	15,000.00	20,000.00	500.00	83,000.00	5,000.00	3,200,000.00	30,000.00	79,240.00			6,679,670.00
	% Used	70.28%	54.09%	49.28%	60.03%	46.88%	62.86%	70.19%	103.83%	63.94%	73.68%	68.16%	74.08%	66.57%	18.98%	65.49%	44.46%	84.45%	0.00%	76.73%	62.27%	80.20%	89.26%	100.46%			72.09%
	Budget Variance	29,351.63	142,823.53	11,721.47	106,178.68	20,354.61	301,368.03	31,327.36	(261.41)	342,527.64	14,894.24	57,558.39	7,214.25	45,988.09	4,950.53	78,645.89	8,330.79	3,110.66	500.00	19,310.18	1,886.74	633,665.03	3,220.93	(366.44)			1,864,300.82
	Subttl exp w/o EBT	69,418.37	106,108.56	11,388.53	41,902.90	13,644.14	403,529.14	73,772.64	924.18	581,376.58	41,695.76	119,369.11	20,615.75	91,581.91	1,159.47	26,598.31	-	-	-	10,119.96	6.76	-	-	79,606.44	1,603,383.92	89,434.59	1,692,818.51

DHS Expenses
Period Ending
10/31/2022



GUNNISON VALLEY HEALTH

GVH and BOCC Work Session
Tuesday, December 20, 2022
BOCC Boardroom – Courthouse

AGENDA

For Gunnison Valley Health:

- Don Haver, BOT Chair
- Jason Amrich, CEO
- Mark VanderVeer, CFO
- Wade Baker, VP of Operations

Conversation Outline

I. Opening Comments & Introductions — Don Haver

II. Operational Items — Jason Amrich

- Work Force Update
- Work Force Housing Update
- New Leadership Roles at GVH
  - CMO
  - CNO
- Joint Commission Mock Survey
- Current State/Impact of COVID, Flu, RSV
- Electronic Health Record Update
- New Providers at GVH

III. Finance — Mark VanderVeer

- YTD Update
- 2023 Budget

IV. Strategic — Jason Amrich

- 2023 Super 6 Strategic Plan
- EMS Building Update
- North Valley Access to Care
- Real Estate Strategic Plan

V. Commissioner Questions and Observations

GUNNISON VALLEY HEALTH
December 2022 Board Meeting
October 2022 Financial Review

GUNNISON VALLEY HEALTH

HOSPITAL
SENIOR CARE CENTER
HOME MEDICAL SERVICES
ASSISTED LIVING
FAMILY MEDICINE CLINIC
MOUNTAIN CLINIC
HOSPICE AND PALLIATIVE CARE
FOUNDATION

M. VanderVeer
December 6, 2022

Financial Overview Agenda

- Overview of October YTD Financial Results
  - Gunnison Valley Hospital
  - Gunnison Living Community
  - Gunnison Valley Health Foundation
  - Gunnison Valley Health Care Services, LLC

Comparative Financial Results
Gunnison Valley Health
October 2022 YTD

Net Revenues	Actual	Budget	Prior Year	Var to Budget	% Var to Budget	Var to PY	% Var to PY
Patient Revenue	56,510,455	62,661,497	57,465,854	(6,151,042)	(9.8.%)	(955,399)	(1.7.%)
Other Operating Revenue	2,638,528	1,719,918	2,641,122	918,610	53.4%	(2,594)	(0.1.%)
Total Operating Revenue	59,148,983	64,381,415	60,106,976	(5,232,432)	(8.1.%)	(957,993)	(1.6.%)
Expenses							
Salaries, Wages and Benefits	39,222,272	38,074,559	35,758,602	1,147,713	3.01%	3,463,670	9.69%
Supplies	7,404,234	8,847,151	7,879,391	(1,442,917)	(16.3.%)	(475,157)	(6.0.%)
Purchase Services & Other Expenses	10,051,163	11,490,117	9,698,270	(1,438,954)	(12.5.%)	352,893	3.64%
Total Operating Expense before Capital	56,677,669	58,411,827	53,336,263	(1,734,158)	(3.0.%)	3,341,406	6.26%
Earnings Before Depreciation, Interest, and Amortization (EBITDA)	2,471,314	5,969,588	6,770,713	(3,498,274)	(58.6.%)	(4,299,399)	(63.5.%)
EBITDA Margin %	4.18%	9.27%	11.26%	(5.1.%)		(7.1.%)	
Depreciation and Amortization	3,547,377	3,648,480	3,287,283	(101,103)	(2.8.%)	260,094	7.91%
Interest Expense	482,655	481,150	506,479	1,505	0.31%	(23,824)	(4.7.%)
Total Operating Expense	60,707,701	62,541,457	57,130,025	(1,833,756)	(2.9.%)	3,577,676	6.26%
Operating Income	(1,558,718)	1,839,958	2,976,951	(3,398,676)	(184.7.%)	(4,535,669)	(152.4.%)
Operating Margin %	(2.6.%)	2.86%	4.95%	(5.5.%)		(7.6.%)	
Investment Income	(1,572,232)	185,043	201,050	(1,757,275)	(949.7.%)	(1,773,282)	(882.0.%)
Other Income and Expenses	1,808,962	1,390,616	1,185,764	418,346	30.08%	623,198	52.56%
Net Income	(1,321,988)	3,415,617	4,363,765	(4,737,605)	(138.7.%)	(5,685,753)	(130.3.%)
Net Margin%	(2.2.%)	5.31%	7.26%	(7.5.%)		(9.5.%)	

Comparative Financial Results
Gunnison Valley Hospital
October 2022 YTD

Net Revenues	Actual	Budget	Prior Year	Var to Budget	% Var to Budget	Var to PY	% Var to PY
Patient Revenue	50,472,833	55,718,150	51,201,131	(5,245,317)	(9.4.%)	(728,298)	(1.4.%)
Other Operating Revenue	1,737,889	1,304,043	2,123,846	433,846	33.3%	(385,957)	(18.2.%)
Total Operating Revenue	52,210,722	57,022,193	53,324,977	(4,811,471)	(8.4.%)	(1,114,255)	(2.1.%)
Expenses							
Salaries, Wages and Benefits	31,472,497	30,527,677	28,165,736	944,820	3.09%	3,306,761	11.74%
Supplies	6,919,006	8,256,198	7,397,909	(1,337,192)	(16.2.%)	(478,903)	(6.5.%)
Purchase Services & Other Expenses	8,952,739	10,225,751	8,636,690	(1,273,012)	(12.4.%)	316,049	3.66%
Total Operating Expense before Capital	47,344,242	49,009,626	44,200,335	(1,665,384)	(3.4.%)	3,143,907	7.11%
Earnings Before Depreciation, Interest, and Amortization (EBITDA)	4,866,480	8,012,567	9,124,642	(3,146,087)	(39.3.%)	(4,258,162)	(46.7.%)
EBITDA Margin %	9.32%	14.05%	17.11%	(4.7.%)		(7.8.%)	
Depreciation and Amortization	1,927,659	1,964,976	1,710,474	(37,317)	(1.9.%)	217,185	12.70%
Interest Expense	117,290	116,030	129,020	1,260	1.09%	(11,730)	(9.1.%)
Total Operating Expense	49,389,191	51,090,632	46,039,829	(1,701,441)	(3.3.%)	3,349,362	7.27%
Operating Income	2,821,531	5,931,561	7,285,148	(3,110,030)	(52.4.%)	(4,463,617)	(61.3.%)
Operating Margin %	5.40%	10.40%	13.66%	(5.0.%)		(8.3.%)	
Investment Income	(1,166,132)	158,330	(52,309)	(1,324,462)	(836.5.%)	(1,113,823)	2129.31%
Other Income and Expenses	70,704	187,150	289,395	(116,446)	(62.2.%)	(218,691)	(75.6.%)
Net Income	1,726,103	6,277,041	7,522,234	(4,550,938)	(72.5.%)	(5,796,131)	(77.1.%)
Net Margin%	3.31%	11.01%	14.11%	(7.7.%)		(10.8.%)	

Comparative Financial Results
Gunnison Living Community
October 2022 YTD

Net Revenues	Actual	Budget	Prior Year	Var to Budget	% Var to Budget	Var to PY	% Var to PY
Patient Revenue	4,971,800	5,609,701	5,201,306	(637,901)	(11.4.%)	(229,506)	(4.4.%)
Other Operating Revenue	774,068	340,280	436,093	433,788	127.5%	337,975	77.5%
Total Operating Revenue	5,745,868	5,949,981	5,637,399	(204,113)	(3.4.%)	108,469	1.92%
Expenses							
Salaries, Wages and Benefits	6,683,876	6,272,302	6,279,617	411,574	6.56%	404,259	6.44%
Supplies	457,306	534,054	461,177	(76,748)	(14.4.%)	(3,871)	(0.8.%)
Purchase Services & Other Expenses	737,854	904,152	792,112	(166,298)	(18.4.%)	(54,258)	(6.8.%)
Total Operating Expense before Capital	7,879,036	7,710,508	7,532,906	168,528	2.19%	346,130	4.59%
Earnings Before Depreciation, Interest, and Amortization (EBITDA)	(2,133,168)	(1,760,527)	(1,895,507)	(372,641)	21.17%	(237,661)	12.54%
EBITDA Margin %	(37.1.%)	(29.6.%)	(33.6.%)	(7.5.%)		(3.5.%)	
Depreciation and Amortization	1,571,329	1,661,020	1,554,327	(89,691)	(5.4.%)	17,002	1.09%
Interest Expense	365,365	365,120	377,459	245	0.07%	(12,094)	(3.2.%)
Total Operating Expense	9,815,730	9,736,648	9,464,692	79,082	0.81%	351,038	3.71%
Operating Income	(4,069,862)	(3,786,667)	(3,827,293)	(283,195)	7.48%	(242,569)	6.34%
Operating Margin %	(70.8.%)	(63.6.%)	(67.9.%)	(7.2.%)		(2.9.%)	
Investment Income	15,141	880	771	14,261	1620.57%	14,370	1863.81%
Other Income and Expenses	893,453	896,204	853,134	(2,751)	(0.3.%)	40,319	4.73%
Net Income	(3,161,268)	(2,889,583)	(2,973,388)	(271,685)	9.40%	(187,880)	6.32%
Net Margin%	(55.0.%)	(48.6.%)	(52.7.%)	(6.5.%)		(2.3.%)	

Comparative Financial Results
Gunnison Valley Health Care Services, LLC
October 2022 YTD

Net Revenues	Actual	Budget	Prior Year	Var to Budget	% Var to Budget	Var to PY	% Var to PY
Patient Revenue	1,065,822	1,333,646	1,063,417	(267,824)	(20.1.%)	2,405	0.2%
Other Operating Revenue	126,571	75,595	81,183	50,976	67.4%	45,388	55.9%
Total Operating Revenue	1,192,393	1,409,241	1,144,600	(216,848)	(15.4.%)	47,793	4.18%
Expenses							
Salaries, Wages and Benefits	1,065,899	1,274,580	1,313,249	(208,681)	(16.4.%)	(247,350)	(18.8.%)
Supplies	27,922	56,899	20,305	(28,977)	(50.9.%)	7,617	37.51%
Purchase Services & Other Expenses	360,570	360,214	269,468	356	0.10%	91,102	33.81%
Total Operating Expense before Capital	1,454,391	1,691,693	1,603,022	(237,302)	(14.0.%)	(148,631)	(9.3.%)
Earnings Before Depreciation, Interest, and Amortization (EBITDA)	(261,998)	(282,452)	(458,422)	20,454	(7.2.%)	196,424	(42.8.%)
EBITDA Margin %	(22.0.%)	(20.0.%)	(40.1.%)	(1.9.%)		18.08%	
Depreciation and Amortization	48,389	22,484	22,482	25,905	115.22%	25,907	115.23%
Interest Expense	-	-	-	-		-	
Total Operating Expense	1,502,780	1,714,177	1,625,504	(211,397)	(12.3.%)	(122,724)	(7.5.%)
Operating Income	(310,387)	(304,936)	(480,904)	(5,451)	1.79%	170,517	(35.5.%)
Operating Margin %	(26.0.%)	(21.6.%)	(42.0.%)	(4.4.%)		15.98%	
Investment Income	-	-	-	-		-	
Other Income and Expenses	-	-	-	-		-	
Net Income	(310,387)	(304,936)	(480,904)	(5,451)	1.79%	170,517	(35.5.%)
Net Margin%	(26.0.%)	(21.6.%)	(42.0.%)	(4.4.%)		15.98%	

Gunnison Valley Health
Volume Indicators
October 2022 YTD

Year-to-Date	Oct-22	Budget	Oct-21	Var to Bud	% Var to Bud	Var to PY	% Var to PY
Admissions							
Med/Surg	419	357	395	62	17.4%	24	6.1%
OB/Births	83	97	97	(14)	(14.4%)	(14)	(14.4%)
Observation	477	373	439	104	27.9%	38	8.7%
Swing Bed	62	44	52	18	40.9%	10	19.2%
Patient Days							
Med/Surg	1,325	967	1,106	358	37.0%	219	19.8%
OB/Births	149	157	175	(8)	(5.1%)	(26)	(14.9%)
Observation	385	-	305			80	26.3%
Swing Bed	603	592	636	11		(33)	(5.2%)
Average Daily Census							
Med/Surg	6.3	4.6	5.2	1.7	37.0%	1.0	19.8%
OB/Births	0.5	0.5	0.6	(0.0)	(5.1%)	(0.1)	(14.9%)
Observation	1.8	-	1.4			0.4	26.3%
Swing Bed	2.0	1.9	2.1	0.0	1.9%	(0.1)	(5.2%)
Case Mix Index	0.8097		0.7929			0.017	2.1%
Surgeries							
Surgery - Inpatient	162	156	161	6	3.8%	1	0.6%
Surgery - Outpatient	503	713	634	(210)	(29.5%)	(131)	(20.7%)
Scopes	327	443	410	(116)	(26.2%)	(83)	(20.2%)
Surgeries - Total	992	1,312	1,205	(320)	(24.4%)	(213)	(17.7%)
General (IP/OP)	140	180	166	(40)	(22.2%)	(26)	(15.7%)
Ortho (IP/OP)	443	593	556	(150)	(25.3%)	(113)	(20.3%)
OB/GYN (IP/OP)	68	68	64	-	0.0%	4	6.3%
ENT (IP/OP)	14	28	8	(14)	(50.0%)	6	75.0%

Greater than 2.5% Favorable
Neutral
Greater than 2.5% Unfavorable

Gunnison Valley Health
Volume Indicators
October 2022 YTD

Year-to-Date	Oct-22	Budget	Oct-21	Var to Bud	% Var to Bud	Var to PY	% Var to PY
ER Visits							
ER Visits	5,412	5,314	4,955	98	1.8%	457	9.2%
ER Admissions	128	94	105	34	36.2%	23	21.9%
ER Conversion Factor	2.4%	1.8%	2.1%	0.6%	33.7%	0.2%	11.6%
Clinic and Anxillary							
GVHFM Clinic Visits	10,396	9,091	8,866	1305	14.4%	1530	17.3%
CB Mtn Clinic Visits	1,925	1,829	1,583	96	5.2%	342	21.6%
Urgent Care Clinic Visits	3,586	2,500	2,731	1086	43.4%	855	31.3%
Outpatient visits	53,314	56,060	54,532	(2,746)	(4.9%)	(1,218)	(2.2%)
EMS Patients	963	1,002	957	(39)	(3.9%)	6	0.6%
Rehab Patients	11,490	14,009	12,149	(2,519)	(18.0%)	(659)	(5.4%)
Lab Exams	98,147	94,667	99,850	3,480	3.7%	(1,703)	(1.7%)
Cardiopulmonary Exams	6,836	6,517	6,234	319	4.9%	602	9.7%
Radiology Exams	15,267	15,983	15,216	(716)	(4.5%)	51	0.3%
Senior Care Center							
SCC Patient Days	11,535	14,288	13,017	(2,753)	(19.3%)	(1,482)	(11.4%)
Assisted Living Patient Days	4,353	4,256	4,362	97	2.3%	(9)	(0.2%)
Hospice Patient Days	575	1,315	920	(740)	(56.3%)	(345)	(37.5%)
Palliative Care Patient Days	646	1,361	922	(715)	(52.5%)	(276)	(29.9%)
Home Health Census	435	486	454	(51)	(10.5%)	(19)	(4.2%)

Greater than 2.5% Favorable
Neutral
Greater than 2.5% Unfavorable

Comparative Net Patient Margin
Gunnison Valley Health
October 2022 YTD

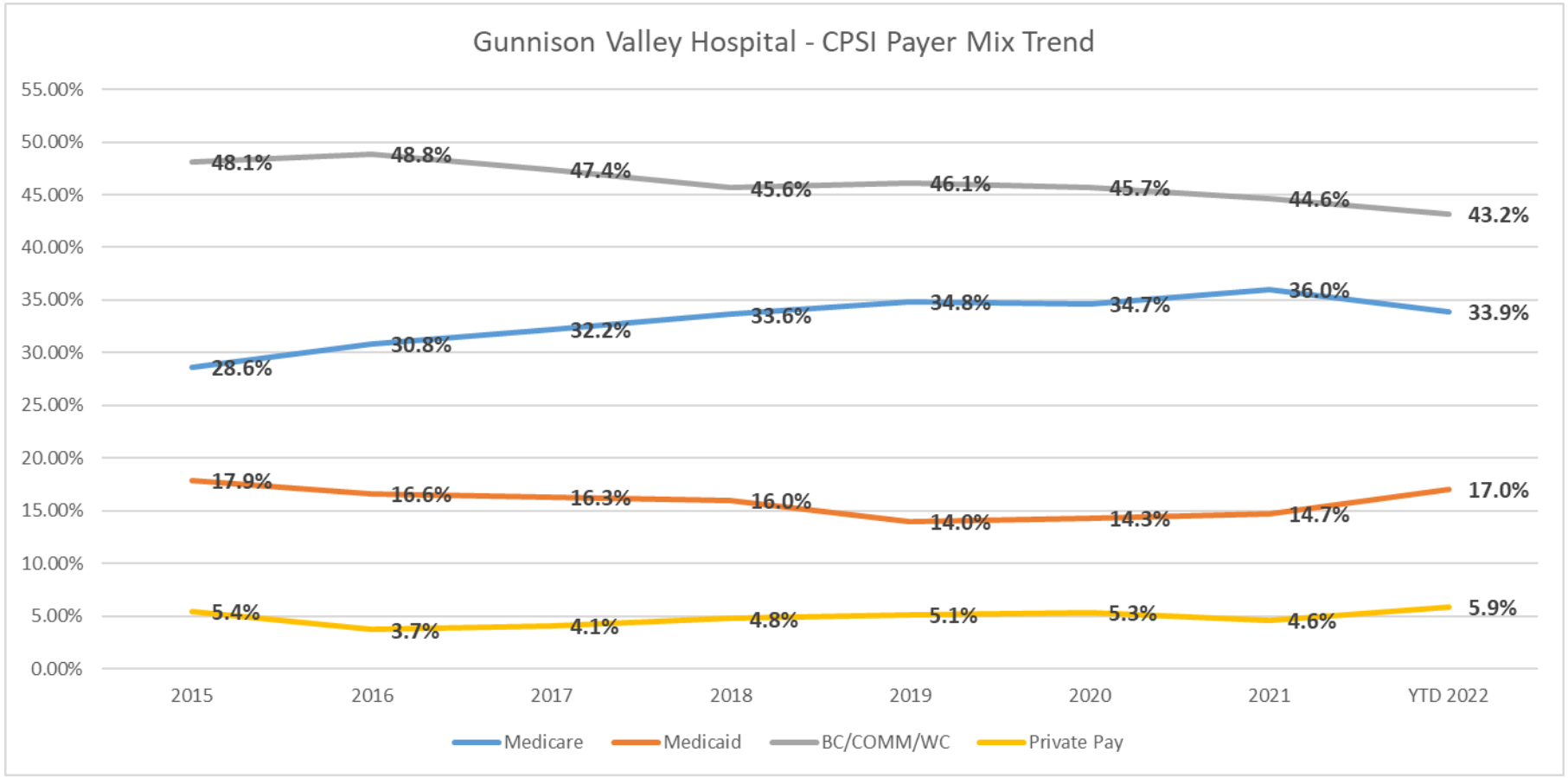
	Actual	Budget	Prior Year	Var to Budget	% Var to Budget	Var to PY	% Var to PY
Gunnison Valley Hospital							
Total Patient Revenue	96,174,918	103,033,245	94,153,952	(6,858,327)	(6.7.%)	2,020,966	2.1%
Net Revenue	50,472,833	55,718,150	51,201,131	(5,245,317)	(9.4.%)	(728,298)	(1.4.%)
Net Patient Revenue Margin	*52.5%*	*54.1%*	*54.4%*	*-1.6%*	*(3.0.%)*	*-1.9%*	*(3.5.%)*
Gunnison Living Community							
Senior Care Center	4,535,441	5,411,563	4,991,433	(876,122)	(16.2.%)	(455,992)	(9.1.%)
Hospice/Home Health	618,949	794,755	707,907	(175,806)	(22.1.%)	(88,958)	(12.6.%)
Assisted Living	557,370	509,160	511,412	48,210	9.5%	45,958	9.0%
Total Patient Revenue	5,711,760	6,715,478	6,210,752	(1,003,718)	(28.8.%)	(498,992)	(12.7.%)
Net Revenue	4,971,800	5,609,701	5,201,306	(637,901)	(11.4.%)	(229,506)	(4.4.%)
Net Patient Revenue Margin	*87.0%*	*83.5%*	*83.7%*	*3.5%*	4.2%	*3.3%*	3.9%
Key Metrics							
Days Cash on Hand	295	90	359	205	227.8%	(64)	(17.8.%)
Debt Service Coverage Ratio	3.68	1.25	4.95	2.43	194.4%	(1.27)	(25.7.%)
GVH Encounters	33,505	31,782	33,023	1,723	5.4%	482	1.5%
Adjusted Patient Days	17,766	16,395	17,963	1,371	8.4%	(197)	(1.1.%)
Gross AR Days	60.5		61.0			(0.5)	(0.9.%)
Net AR Days	42.6		47.0			(4.44)	(9.4.%)
GVH Cash Collected % of Net Rev	99.0%		93.2%			0.06	6.2%
GVH Discharged Not Final Billed	495,546		967,310			(471,764)	(48.8.%)
Salaries & Benefits as % Net Revenue	60%		55%			0.05	9.1%
Supplies as % Net Revenue	13%		14%			(0.01)	(6.7.%)

2022 Payer vs 2021 (CPSI, Only)

	Oct-22	Oct-21	Change	YTD 2022	YTD 2021	Change
Payer						
Medicare	38.7%	39.7%	-0.9%	33.9%	36.4%	-2.5%
Medicaid	19.6%	14.8%	4.8%	17.0%	13.9%	3.1%
BC/COMM/WC	37.2%	40.1%	-2.9%	43.2%	45.0%	-1.8%
Private Pay	4.5%	5.4%	-0.9%	5.9%	4.7%	1.3%
	100.0%	100.0%	0.0%	100.0%	100.0%	0.0%

	Oct-22	FY 2021	Change
Payer			
Medicare	38.7%	36.0%	2.7%
Medicaid	19.6%	14.7%	4.9%
BC/COMM/WC	37.2%	44.6%	-7.4%
Private Pay	4.5%	4.6%	-0.2%
	100.0%	100.0%	0.0%

Payer Mix Trend



Gunnison Valley Health System – 2023 Budget Overview and variance to 2022 Projected Income Statement

Note: All variances listed below are comparing the 2023 Budget with projected 2022 results – providing you with an overview of the expected changes from 2022 to 2023.

Gross Patient Charges

Gross Patient Charges are budgeted to increase in 2023 by $11.5M to a total of $135.5M. The majority of the increase generated by the hospital (+12.5M, + 10.7%) while the Senior Living Communities gross resident/patient charges are decreasing $1.0M or -13.2% . $7.1M (6.1%) of the hospital gross patient revenue increase is due to budgeted volume increases – mostly driven by OR services +$4.9M (incl. Anesthesia), Radiology + $0.9M, Behavioral Health Services + $0.7M, General Surgery +$0.6M and Family Medicine Clinic +$0.3M. $5.4M of the hospital gross patient charge increase is due to a budgeted average rate increase of 4.35%. The Senior Living Communities 2023 Gross Resident/Patient Charge is decreasing ($1.2M) due to a reduction in average daily census to 33 due to staffing challenges offset by a rate increase of $0.2M (9% increase in self-pay charges).

Contractual Allowances

Contractual allowances are expected to increase by $5.5M due to the increase in Gross Patient Charges. The Contractual allowance percentage for FY 2023 has been budgeted at 46.2% compared to the FY 2022 projected contractual allowance percentage of 46.0%. We are not anticipating any significant change in payer mix for FY 2023 vs YTD 2022. A significant increase in Medicare or Medicaid volumes would result in a higher average contractual allowance %.

Other Operating Income

Other Operating Income is budgeted to decrease by ($746k) in 2023 to $2,408k. Increases in employee housing rental income of $332k and Behavioral Health client billing of $242k offset by a decrease in COVID funds recognized of ($1,454k).

Net Patient Revenue

Net Patient revenue is expected to increase in 2023 by $5.2M to a total of $75.3M. Net volume increase accounts for $2.9M of the increase and the remaining $2.3M is due to the rate increase.

Operating Expenses

Total Operating expenses are expected to increase $6.3M in FY2023 to $78.8M.

Salaries, Wages and Benefits (Including Contractors) are expected to increase $2.9M in FY 2023. The increase in salary, wages and benefits is made up of the following:

Salaries, Wages and Benefits, cont.

- 9.6 new FTE positions in FY 2023 totaling $1.3 (salaries and benefits);
- 2023 Budgeted Merit and minimum living wage increase totaling $1.5M (salaries and benefits).

Note: Existing Contract FTEs were budgeted as expected hires in FY2023 and we included only the expected premium we pay locums under the Contract Labor cost in FY2023. The budget includes 20.7 agency staff at a premium cost of $2.6M

Physician Fees are expected to decrease in 2023 by ($0.2M) due to less non-employed ED Physicians.

Travel & Education expense is expected to increase $0.3M in FY 2023. The FY 2023 budget is in line with the FY2022 budget.

Purchased Services are expected to increase $1.0M in FY 2023 – this is driven by IT $0.3M (security service and support), $0.3M employee housing master leases and new HRIS system $0.2M.

Supplies expense is expected to increase $1.7M (19%) in FY 2023. This is primarily due to increased volume (approx. $1.3M – driven by OR and Pharmacy) and a general inflation increase of approx. $0.4M.

Other Operating Expenses (Insurance, Interest Expense, Depreciation, Collection Fees, Etc.) are expected to increase $0.6M in 2023 primarily due to depreciation $0.2M, utilities $0.1M and recruiting fees of $0.1M.

Non-Operating Income/ (Expenses)

Over-all Non-Operating Income / (Expenses) is expected to increase $2.9M in FY 2023. Investment income is increasing by $2.6M - Higher interest income of $0.8M (driven by higher interest rates and an increase in invested funds) plus $1.8M related to 2022 Unrealized Change in Market Value. GVH does not budget for unrealized market gains and losses. The remaining $0.3M increase is from the County's $200k funding of the EMS station and a $0.1M increase in tax revenue and other revenue.

Note: The Investment Income for FY 2022 only includes expected Interest income and does not include any potential market gains and losses that might temporarily affect investment income.

Total Income/(Loss)

Total Income/(Loss) is expected to increase $1.9M in FY2023 to a loss of ($1.0M) (Profit Margin of negative 1.3%) in 2023 compared to the 2022 projected Total Loss of ($2.8M) (Profit Margin of negative 4.0%). The increase in Net Income is due to a $2.9M increase in non-operating Income offset by a decrease in Operating Income of ($1.0M).

Budgeted Income Statement
Gunnison Valley Health System (Excl. Foundation)

Revenue	Act 2020	Act 2021	2022 Budget	2022 Projected	Var (2022 Proj vs 2021 Act)	Var %	Budget 2023	Var (Budget 2023 vs 2022 Projected)	Var %
Hospital	95,734,701	111,747,455	125,826,831	116,591,785	4,844,330	4.3%	129,051,075	12,459,290	10.7%
Senior Living Community	7,369,099	7,389,137	8,053,665	7,471,753	82,616	1.1%	6,482,983	(988,770)	-13.2%
Gross Revenue from Patient Services	103,103,800	119,136,592	133,880,496	124,063,538	4,926,946	4.1%	135,534,057	11,470,520	9.2%
Contractual Allowances									
Hospital	41,989,541	50,993,112	58,367,990	56,239,013	5,245,901	10.3%	62,023,383	5,784,370	10.3%
Senior Living Community	1,063,616	1,182,018	1,324,773	888,867	(293,151)	-24.8%	628,644	(260,223)	-29.3%
Total Contractual Allowances	43,053,157	52,175,130	59,692,763	57,127,880	4,952,750	9.5%	62,652,027	5,524,147	9.7%
	41.8%	*43.8%*	*44.6%*	46.0%			46.2%		
Other Operating Income	764,880	1,184,200	1,845,129	1,699,516	515,315	43.5%	2,407,619	708,103	41.7%
COVID PRF Recognized	4,272,656	2,748,781	200,000	1,453,975	(1,294,806)	-47.1%	-	(1,453,975)	-100.0%
	5,037,536	3,932,981	2,045,129	3,153,491	(779,490)	-19.8%	2,407,619	(745,872)	-23.7%
Net Operating Revenue	65,088,179	70,894,443	76,232,862	70,089,149	(805,295)	-1.1%	75,289,650	5,200,501	7.4%
	63.1%	*59.5%*	*56.9%*	56.5%			55.6%		
Expenses									
Salaries, Wages & Benefits	36,410,822	41,441,003	45,715,601	46,729,885	5,288,882	12.8%	49,601,908	2,872,024	6.1%
Wages	26,515,600	29,625,224	34,499,764	31,345,557	1,720,333	5.8%	36,018,041	4,672,484	14.9%
Contract Labor	1,905,576	2,858,635	1,411,102	6,084,667	3,226,032	112.9%	2,623,038	(3,461,629)	-56.9%
Employee Benefits	7,989,646	8,957,144	9,804,735	9,299,660	342,516	3.8%	10,960,830	1,661,169	17.9%
Physician Pro Fees	2,309,324	2,382,900	3,169,516	1,939,873	(443,027)	-18.6%	1,786,572	(153,301)	-7.9%
Travel and Education	170,704	229,028	602,834	327,128	98,100	42.8%	626,267	299,139	91.4%
Purchase Services	5,429,000	5,650,591	6,413,633	6,354,367	703,776	12.5%	7,361,829	1,007,462	15.9%
Supplies	8,367,519	10,083,392	10,580,012	8,994,250	(1,089,142)	-10.8%	10,666,230	1,671,980	18.6%
Insurance	739,685	763,724	833,206	669,748	(93,976)	-12.3%	672,549	2,801	0.4%
Depreciation/Amortization	3,776,324	3,957,304	4,431,197	4,247,176	289,872	7.3%	4,475,480	228,304	5.4%
Interest	631,812	598,127	577,386	579,190	(18,937)	-3.2%	555,272	(23,918)	-4.1%
Other	2,195,102	2,516,263	2,675,881	2,693,567	177,304	7.0%	3,065,563	371,996	13.8%
Total Operating Expenses	60,030,292	67,622,332	74,999,266	72,535,184	4,912,852	7.3%	78,811,670	6,276,486	8.7%
Operating Income	5,057,887	3,272,111	1,233,596	(2,446,035)	(5,718,147)	-174.8%	(3,522,020)	(1,075,985)	44.0%
Operating Margin	*7.8%*	4.6%	1.6%	-3.5%			-4.7%		
Non-Operating Income/(Expense)									
Investment Income	625,691	(87,651)	191,050	(1,384,220)	(1,296,569)	1479.2%	1,215,889	2,600,109	187.8%
Property Tax Income	803,289	856,396	877,100	880,246	23,850	2.8%	957,161	76,915	8.7%
Donations	130,134	259,949	185,000	110,594	(149,355)	-57.5%	315,500	204,906	185.3%
Other	(890)	4,714,552	52,900	1,158	(4,713,394)	-100.0%	51,000	49,842	4304.9%
Total Non-Operating	1,558,224	5,743,246	1,306,050	(392,221)	(6,135,467)	-106.8%	2,539,550	2,931,771	-747.5%
Total Income	6,616,111	9,015,357	2,539,646	(2,838,257)	(11,853,614)	-131.5%	(982,470)	1,855,786	-65.4%
Total Profit Margin	10.2%	12.7%	3.3%	-4.0%			-1.3%		

GUNNISON VALLEY HEALTH

HOSPITAL
SENIOR CARE CENTER
HOME MEDICAL SERVICES
ASSISTED LIVING
FAMILY MEDICINE CLINIC
MOUNTAIN CLINIC
HOSPICE AND PALLIATIVE CARE
FOUNDATION

Gunnison Valley Health FY 2023 Strategic Initiatives

Current GVH Five-year strategic priorities

The team at GVH continues its focus on the five-year strategic priorities outlined in the 2020 – 2025 plan

1. **Accessibility Through Integrated Delivery**
   To improve the coordination of care so that patients receive the right care in the right place at the right time.

2. **Organizational Excellence**
   To continually improve the people, performance and service delivery that will result in a High Reliability Organization (HRO).

3. **Delivering Value**
   To support the health of our community by utilizing a value-based approach to reduce costs and delivering exceptional patient/resident experiences.

4. **Culture of innovation**
   To embrace digital technology to serve as a foundation for the design of services.

5. **Strengthen Community Health**
   To establish targeted services, programs, and infrastructure which impact on community needs and health gaps.

GUNNISON VALLEY HEALTH

The FY 2023 planning process

A team from GVH, consisting of the Executive Team and physician leaders has been meeting to identify strategic initiatives and tactics to drive growth and improve performance for FY 2023.

August – October 2022

Identify strategic initiatives for FY 2023

The GVH planning team met to review the current state, discuss opportunities and challenges and identify and select strategic initiatives for FY 2023.

December 2022

Further develop the targets for each initiative

The planning team, work group teams, and finance will work together to develop volume growth and EBITDA improvement targets for each initiative if applicable.

October – December 2022

Develop tactics for the initiatives

The work groups for each strategic initiative will meet to identify capital requests, key tactics, owners, timelines and risks to the success of the initiative.

January 2023

Review and finalize the FY 2023 plan

The planning team will meet to review and finalize the initiatives for FY 2023 and present updates to the GVH board.

GUNNISON VALLEY HEALTH

FY 2023 Strategic Initiatives

Through the planning process, the GVH Strategic Planning Team identified six overall initiatives for FY 2023 in order to continue progress toward completing our 2020 – 2025 strategic priorities

People First

INITIATIVE DESCRIPTION

Develop and implement a comprehensive work force strategy to attract, retain, house, and engage top talent throughout the organization

ORGANIZATIONAL EXCELLENCE

Volume For Viability

INITIATIVE DESCRIPTION

Create, grow, and re-establish the utilization of our physician services across the care continuum from primary care to specialty care and surgical services.

ACCESSIBILITY THROUGH INTEGRATED DELIVERY

STRENGTHENING COMMUNITY HEALTH

Ambulatory Services As The Anchor

INITIATIVE DESCRIPTION

Develop and implement both short- and long-term plans to establish ambulatory services and facilities as the key to a successful future.

STRENGTHENING COMMUNITY HEALTH

ACCESSIBILITY THROUGH INTEGRATED DELIVERY

Preparation For The Future

INITIATIVE DESCRIPTION

Implement the necessary technology and services to enable better care, quality reporting, and facilitate the delivery of the care model of the future.

CULTURE OF INNOVATION

Experience Excellence

INITIATIVE DESCRIPTION

Optimize and improve the entire continuum of the customer experience with the primary focus on the registration and billing experiences, as well as ensuring appropriate equity and inclusion.

ORGANIZATIONAL EXCELLENCE

STRENGTHENING COMMUNITY HEALTH

Cost Reduction

INITIATIVE DESCRIPTION

Reduce GVH operating and expenses to improve EBITDA, reduce waste, and improve efficiency

DELIVERING VALUE

GUNNISON VALLEY HEALTH