

- 1 - Agenda, Feb 21 2023 BOCC meeting
- 2a - BoHS Agenda Feb 21 2023
- 2b - BoHS, DRAFT 2023 Meeting Plan
- 2c - BoHS, Program Updates, Funding Overview
- 3 - Alcohol Beverage Lic - Nugget Cafe
- 4a - LMD Prof Svcs Agreement, TAPP
- 4b - LMD Agreement, Marble Crystal River Chamber
- 5 - Schedule Calendar - Feb 21 2023
- 6a - Minutes, Dec 6 2022 BOCC Regular Meeting
- 6b - Minutes, Dec 20 2022 BOCC Regular Meeting
- 7 - consent 1, CPW Impact Assistance Grant Application, Assessors
- 7 - consent 2, 3 Letters of Support for CB grant applications to CRD, UGRWCD, CWCB
- 7 - consent 3, Contractor Agreement, Clay Dodson and Skarka
- 7 - consent 4, Contractor Agreement, GVH for Detention Center
- 7 - consent 5, RAISE Grant Application
- 8 - GVH Property Purchase, Lots 8B and 8C on N Colorado
- 9 - Treasurers Reports
- 10c - Jan 2023 Cash Transfer Report
- 10d - Sales Tax - LMD Reports
- 11 - Resolution updating Gunnison Co Procurement Policy
- 12 - Resolution Adopting Grant Policies
- 13 - Lot Cluster, Lots 73 75, Marble Ski Area, Duame and Rayes, LUC-23-00004
- 14 - Resolution authorizing Sheriff to collect VIN Inspection Fee
- 15 - Boards and Commissions Appointments
- 16 - Boards and Commissions Interviews

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, ~~February 7~~ **February 21, 2023**

Page 1 of 3

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

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

8:30 am • [\(See separate agenda\)](#)

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

- 9:00 am • Call to Order
- Alcohol Beverage License #03-13185; SkyHighColorado LLC dba Nugget Cafe; Effective Date 4/06/2023 - 4/06/2024
 - Adjourn

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT:

- Call to Order
- 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. Approval for Professional Services Agreement; Tourism and Prosperity Partnership; Annual marketing agreement; Date of signing to 12/31/2023; \$3,390,000.00
 2. Approval for Gunnison River Valley LMD Agreement; Marble Crystal River Chamber of Commerce; Annual marketing agreement; 1/01/2023 – 12/31/2023; \$41,395
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 9:04 am • Call to Order; Agenda Review
- Scheduling
 - Minutes
 1. December 6, 2022 Regular Meeting
 2. December 20, 2022 Regular Meeting
 - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Approval for Colorado Parks and Wildlife Impact Assistance Grant Application; Assessor's Office; for payment in lieu of taxes; \$17,223.98
 2. Approval for Three Letters of Support for Town of Crested Butte grant applications; A) to the Colorado River District; B) to the Upper Gunnison River Water Conservancy District; C) to the Colorado Water Conservation Board; Funding for the Coal Creek Dam Construction project
 3. Approval for Attorney Fee Agreement; Clay, Dodson & Skarka, PLLC; for legal services on water rights; \$225/hour
 4. Approval for Contractor Agreement; Gunnison Valley Health; for nurse practitioner and LPN/RN services with Gunnison County Detention Center; 1/01/2023 – 12/31/2023; up to \$13,700
 5. Approval for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Application; Public Works; for Hwy 135 improvements near Whetstone Housing project; \$ 1,150,350

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

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, ~~February 7~~ **February 21, 2023**

Page 2 of 3

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

- County Manager's Reports
 1. Review of GVH Real Property Housing Purchase; Lots 8-B and 8-C on N. Colorado Street, Gunnison; and
 - a) Resolution; Authorizing the County Manager to Purchase Property on North Colorado Street in Gunnison, Colorado on Behalf of the Gunnison Valley Hospital

- 9:15 • Treasurer's Report

- Vouchers and Transfers:
 1. January 2023 Accounts Payable Report
 2. November 2022 Purchase Card Report
 3. January 2023 Cash Transfer Report
 4. Sales Tax - LMD Reports

- 9:20 • Resolution; Updating Gunnison County Procurement Policy

- 9:25 • Resolution: Adopting Gunnison County Grant Policies

- 9:30 • Lot Cluster; Lots 73 & 75, Marble Ski Area Filing No. 3; Kari Duame and Joel Rayes; LUC-23-00004

- 9:35 • Resolution; Authorizing the Sheriff to Collect Fees for Vehicle Identification Number (VIN) Inspections

- Gunnison County Boards and Commissions; Appointments

- 10:05 • 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

BREAK

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

- 11:00 am • Gunnison County Boards and Commissions Interviews:
 - A. Region 10 Transportation Seat
 - o 11:00 am: Colleen Hannon

 - B. Board of Adjustments; Board of Appeals
 - o 11:20 am: Jeff Wilkinson

- 12:00 pm **LUNCH BREAK**

- 1:20 pm • Gunnison County Boards and Commissions Interviews (cont'd):
 - C. Historic Preservation Committee
 - o 1:20 pm: Al Caniff

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GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, ~~February 7~~ **February 21, 2023**

Page 3 of 3

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

- 1:20 pm
- Gunnison County Boards and Commissions Interviews (cont'd):
 - D. Planning Commission
 - 1:40 pm: Catherine McBreen
 - 2:00 pm: Roland Mason
 - E. Sustainable Tourism and Outdoor Recreation (STOR) Committee
 - 2:20 pm: Tim Kugler
 - 2:40 pm: Jake Jones
- 3:00
- BREAK**
- 3:10 pm: Chris Parmeter
 - 3:30 pm: Kate Guibert
 - 3:50 pm: Jeremy Johndrow
 - 4:10 pm: CANCELED
 - 4:30 pm: Geoffrey Heller
- 4:45 pm
- Adjourn

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

ZOOM MEETING DETAILS:

Join Zoom Meeting: <https://us02web.zoom.us/j/82753657556?pwd=MjNDdTZHTFNrRVdDemZjdC91aVBIZz09>

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

+17193594580,,82753657556#,,,,*471302# US

+16694449171,,82753657556#,,,,*471302# US

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
Meeting Agenda for February 21, 2023
County Commissioners' Meeting Room
200 E. Virginia Avenue; Gunnison, CO 81230
(Remote Option, Below)

- Call to Order at 8:30 am

- Agenda Review

- Draft; 2023 Meeting Plan

- Program Updates:
 - Public Assistance Program Changes; Post Public Health Emergency
 - Funding Overview

- Legislative Updates:
 - Current Status on Key Bills

- Next Meeting: April 18, 2023

- Adjourn at 9:00 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 Zoom Meeting:

<https://us02web.zoom.us/j/82753657556?pwd=MjNDbTZHTFNrRVdDemZjdC91aVBIZz09>

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

+17193594580,,82753657556#,,,,*471302# US

+16694449171,,82753657556#,,,,*471302# US

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft; 2023 Meeting Plan

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review and approval at the Gunnison/Hinsdale Board of Human Services meeting next Tuesday, 2/21

Fiscal Impact:

Submitted by: Melanie Bollig for Joni Reynolds

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 2/21/2023



DRAFT 2023 Gunnison/Hinsdale Board of Human Services Meeting Topics

Meeting Date	Meeting Topics
February 21, 2023	<p><u>2023 BOHS meeting agenda planning:</u> DRAFT 2023 meeting plan</p> <p><u>Program updates:</u> Public Assistance Program changes (post PHE) Funding Overview</p> <p><u>Legislative Updates:</u> Current status on key bills</p>
April 18, 2023	<p><u>Finance Update</u></p> <p><u>Program review and policy input:</u> Early Childhood Services Senior Services (Meal program, In home services, Dental services)</p> <p><u>Legislative Updates:</u> Current status on key bills</p>
June 20, 2023	<p><u>Program review and policy input:</u></p> <p><u>Program update:</u> Economic Security, Community Service Block Grant (CSBG) & Child Support Services update</p>
August 15, 2023	<p><u>Program review and policy input:</u></p> <p><u>Program Update:</u> Universal Pre-K Local Coordinating Organization (LCO) Child Care Assistance Program (CCAP) updates</p>
October 17, 2023	<p><u>Finance Update</u></p> <p><u>Program Updates:</u> Child Welfare Services and Parenting programs update</p>
December 19, 2023	<p><u>Program Updates:</u> TBD</p> <p><u>2024 BOHS meeting agenda planning</u></p>

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Program Updates: Funding Overview

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review and discussion at the joint Gunnison/Hinsdale Board of Human Services meeting next Tuesday 2/21

Fiscal Impact: n/a

Submitted by: Melanie Bollig for Joni Reynolds

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2023

Consent Agenda

Regular Agenda

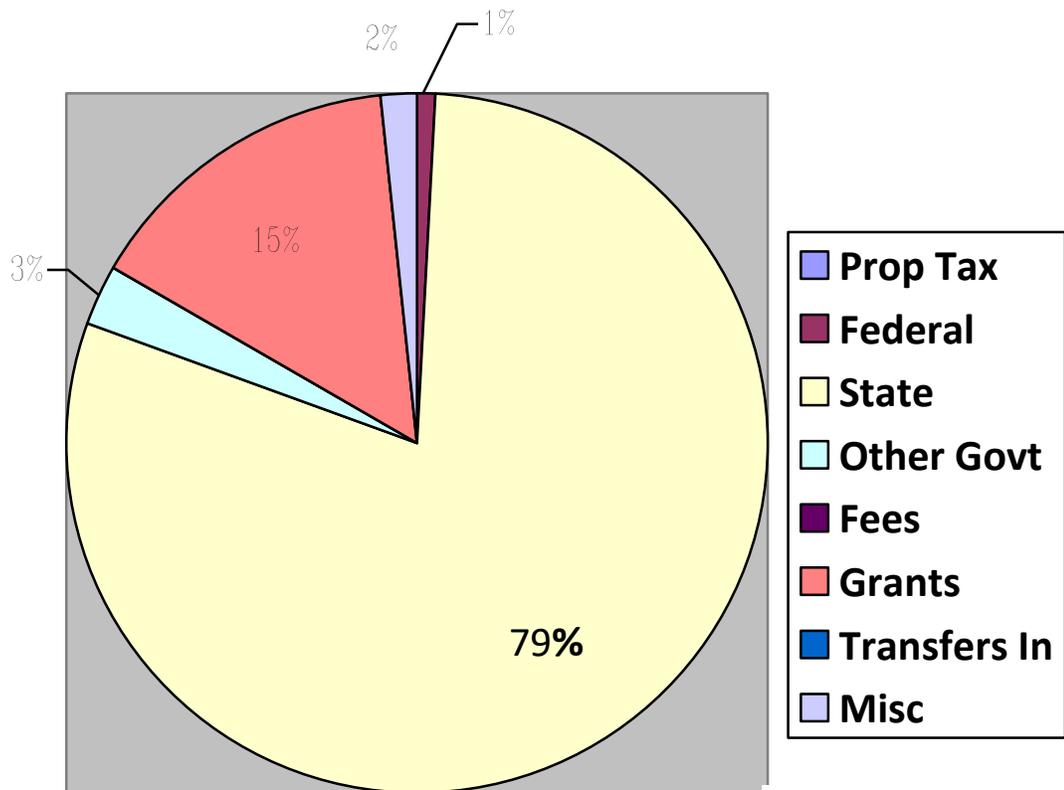
Worksession

Time Allotted: 10

Agenda Date: 2/21/2023

2023 FY Human Services Program 01 Funding

Includes: **Senior & Adult Programs:** Aging and Disability Resources Center (ADRC); Transportation & Education; **Child and Family Health:** Nurse Family Partnership (NFP) program; Nurturing Parenting Program (NPP); Early Childhood Council (ECC); Multicultural Resources (MCR); Family Planning.



0% revenue for Property Tax
0% Transfers In

TOTAL FUNDING = \$802,169.

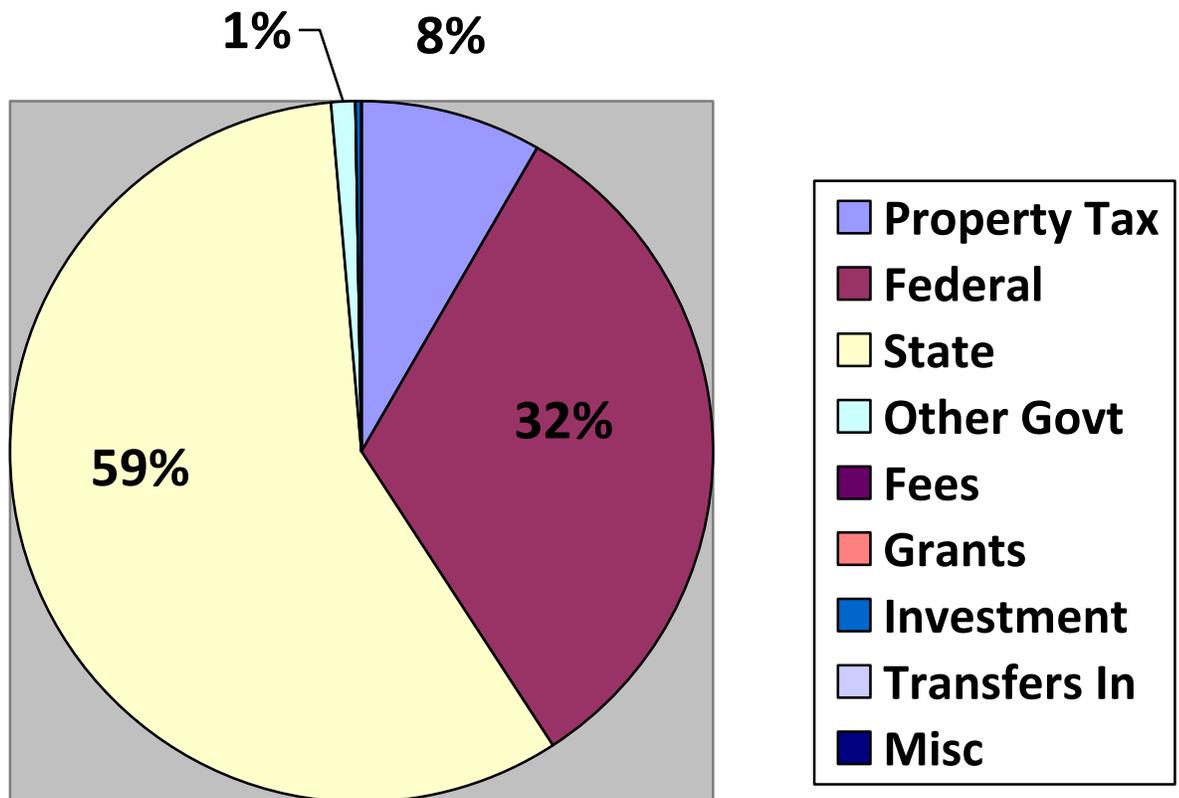
2022 Funding = \$625,580.

Summary of Fund Resources Fund 01

	2023	%
	Budget	of
		Total
Revenues		
Property Tax		0.00%
Licenses and Permits		0.00%
Intergovernmental Federal	7,650	0.95%
Intergovernmental State	628,154	78.31%
Intergovernmental Other Local Gov't	22,616	2.82%
Charges for Services	12,905	1.61%
Contributions and Grants	118,723	14.80%
Fines & Forfeitures		0.00%
Investment Income		0.00%
Interfund Revenues		0.00%
Transfers In		0.00%
Other Financing Sources/Misc.	12,121	1.51%
Total Revenues	802,169	

2023 FY Human Services Program 03 Funding

Includes: **Senior & Adult Programs:** Adult Protection; **Child and Family Services:** Child Welfare, Core Services, Foster Care Program, Adoption Services, SB94, and Child Support Services. **Economic Security Programs:** Childcare Assistance, Medical Assistance, Food Assistance, Colorado Works/TANF program, Community Service Block Grant (CSBG), and other Assistance programs (i.e. LEAP, OAP, EOC).



TOTAL FUNDING = \$4,858,720.

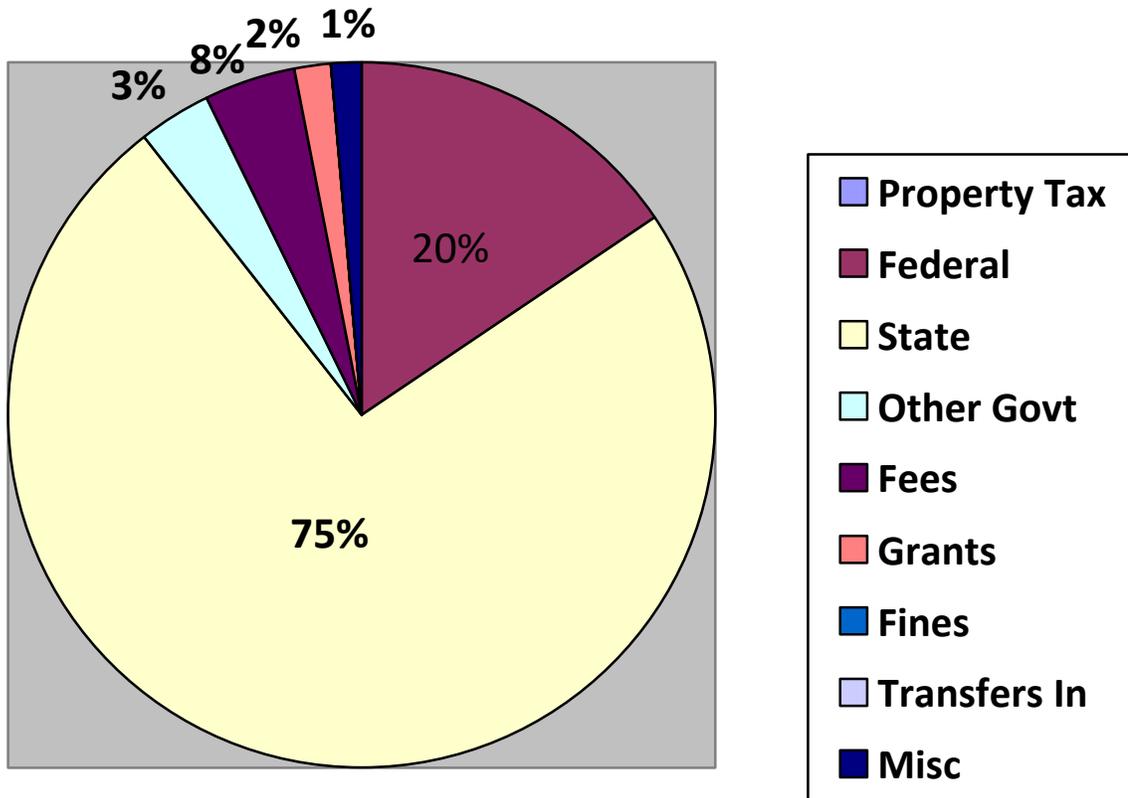
2022 Funding = \$5,111,670.

Summary of Fund Resources Fund 03

	2023	%
	Budget	of
		Total
Revenues		
Property Tax	409,100	8.25%
Licenses and Permits		0.00%
Intergovernmental Federal	1,610,098	32.47%
Intergovernmental State	2,871,522	57.91%
Intergovernmental Other Local Gov't	60,000	1.21%
Charges for Services	0	0.00%
Contributions and Grants	0	0.00%
Fines & Forfeitures		0.00%
Investment Income	8,000	0.16%
Interfund Revenues		0.00%
Transfers In		0.00%
Other Financing Sources/Misc.		0.00%
Total Revenues	4,958,720	

2023 FY Public Health Program 04 Funding

Includes: Public Health Programs: Program Support; Women’s Wellness Connection (WWC); Women, Infant & Children (WIC), Immunizations, West Central Partnership, Tobacco Education, Emergency Preparedness & Response (EPR) and Prenatal.



TOTAL FUNDING = \$2,580,495.

0% revenue for Property Tax

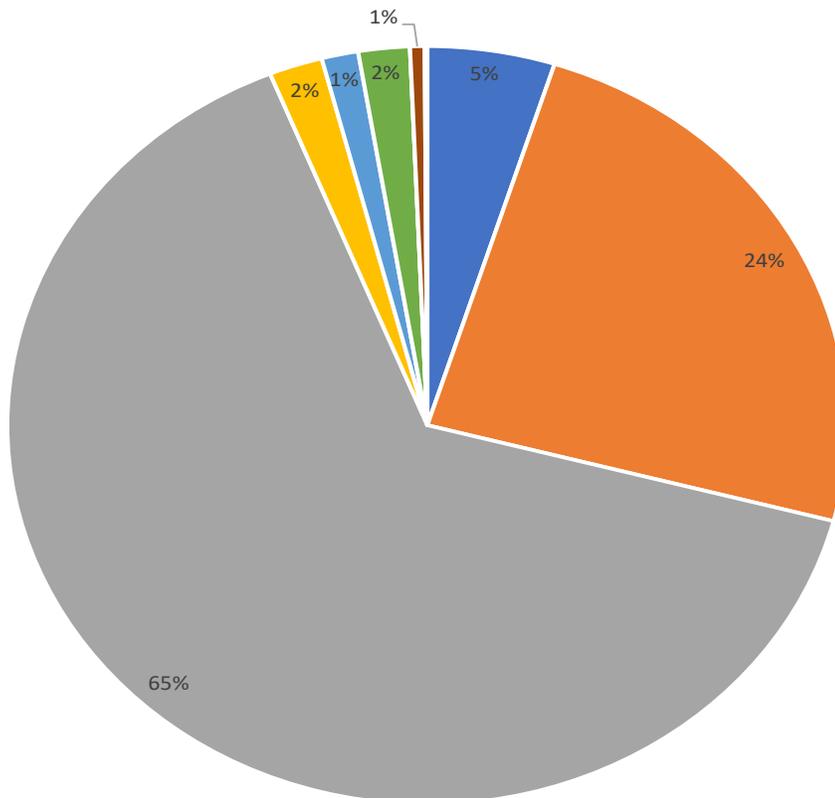
Transfers in = General Fund

2022 Funding = \$2,695,190.

Summary of Fund Resources Fund 04

	2023	%
	Budget	of
		Total
Revenues		
Property Tax		0.00%
Licenses and Permits		0.00%
Intergovernmental Federal	398,354	15.44%
Intergovernmental State	1906,442	73.88%
Intergovernmental Other Local Gov't	88,999	3.45%
Charges for Services	105,000	4.07%
Contributions and Grants	46,700	1.81%
Fines & Forfeitures		0.00%
Investment Income		0.00%
Interfund Revenues		0.00%
Transfers In		0.00%
Other Financing Sources/Misc.	35,000	1.36%
Total Revenues	2,695,190	

2023 FY HHS funding including all sources and funds (01, 03 & 04)



TOTAL FUNDING = 8,341,384.

2022 Funding = \$8,459,440.

Summary of Fund Resources

	2023 Budget	% of Total
Revenues		
Property Tax	409,100	4.90%
Licenses and Permits	0	0.00%
Intergovernmental Federal	2,016,102	24.17%
Intergovernmental State	5,406,118	64.81%
Intergovernmental Other Local Gov't	171,615	2.06%
Charges for Services	117,905	1.41%
Contributions and Grants	165,423	1.98%
Fines & Forfeitures	0	0.00%
Investment Income	8,000	0.10%
Interfund Revenues	0	0.00%
Transfers In	0	0.00%
Other Financing Sources/Misc.	47,121	0.56%
Total Revenues	8,341,384	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-13185; SkyHighColorad

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:
Renewal for SkyhighcoloradoLLC dba Nugget Cafe

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:
Legally sufficient. SO 2/14/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/14/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2023

Consent Agenda Regular Agenda Worksession

Time Allotted: 2

Agenda Date: 2/21/2023



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 #03-13185

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

SKYHIGHCOLORADO LLC DBA NUGGET CAFE

23050 COUNTY ROAD 742

ALMONT, COLORADO 81210

Fee \$100.00

Effective Dates: 04.06.2023 - 04.06.2024

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
Gunnison County Clerk

2-13-2023
Date

Board of County Commissioners Date

Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

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

**SKYHIGHCOLORADO LLC
dba NUGGET CAFE
23050 COUNTY ROAD 742
Almont CO 81210**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-13185	License Expires at Midnight April 06, 2024
License Type HOTEL & RESTAURANT (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

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

In testimony whereof, I have hereunto set my hand. 2/13/2023

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

Submit to Local Licensing Authority

NUGGET CAFE
23050 COUNTY ROAD 742
Almont CO 81210

received
1-19-23
HE

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 SKYHIGHCOLORADO LLC		Doing Business As Name (DBA) NUGGET CAFE	
Liquor License # 03-13185	License Type Hotel & Restaurant (county)		
Sales Tax License Number 42434484	Expiration Date 04/06/2023	Due Date 02/20/2023	
Business Address 23050 COUNTY ROAD 742 Almont CO 81210			Phone Number 9706412555
Mailing Address 23050 COUNTY ROAD 742 Almont CO 81210		Email <i>t.brand.64.tb@gmail</i>	
Operating Manager <i>Ted Brand</i>	Date of Birth <i>10-9-68</i>	Home Address <i>23044 County Rd. 742 Almont CO 81210</i>	Phone Number <i>720-383-0716</i>
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. 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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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	
Theodore Brand	Member	
Signature	Date	
<i>Theodore Brand</i>	1-11-23	
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	1-19-2023	
Signature	Title	Attest
<i>Hatty Simillion</i>	County Clerk	<i>Ami Boyce</i>

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Professional Services Agreement; Tour

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached contract, which was created by the County Attorney's Office.

Fiscal Impact: 3,390,000

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 2/15/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 2/10/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/10/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 2/21/2023

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made effective the 1st day of January, 2023, by and between the Board of the Gunnison River Valley Local Marketing District, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado (“LMD”) and the Tourism and Prosperity Partnership, known as the Gunnison-Crested Butte Tourism Association, whose address is 202 E. Georgia, Suite B, Gunnison, Colorado (“Contractor”).

AGREEMENT

In consideration of the mutual covenants and obligations set forth in this Agreement, the parties agree as follows:

1. SERVICES.

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

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2023, unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist with Gunnison County’s Promote Prosperous, Collaborative and Health Communities strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor’s performance of the Services, during the Term, LMD shall pay Contractor fees not to exceed three million, three hundred and ninety thousand dollars and No/100 U. S. Dollars (\$3,390,000.00) (“Compensation”). It is expressly agreed that these funds must be used exclusively for costs identified in the 2023 Budget attached as Appendix “A”. Adjustments among budget line items may be at the Contractor’s discretion as appropriate to achieve the overall marketing goals represented by the budget. The approved 2023 LMD budget

identifies the support funds and expenditures. The funds will be provided via equal monthly payments of \$282,500.

The Contractor shall:

- A. Implement the 2023 Work Plan reflected by the budget in Appendix A.
- B. During the Term of this Agreement, enter into individual funding agreements with:
 - a. Gunnison County Chamber of Commerce to provide funding for tourism services during the year 2023 in an amount no less than \$25,000 (Twenty-five thousand dollars); and
 - b. Mt. Crested Butte/Crested Butte Chamber of Commerce to provide funding for tourism services during the year 2023 in an amount no less than \$25,000 (Twenty-five thousand dollars).
- C. Create and utilize a comprehensive plan to ensure that the funds provided during the term and by this contract are strategically and equitably applied to diverse tourism efforts in the Gunnison Valley, pursuant to C.R.S. §29-25-111 with particular emphasis on the following funding structure and reporting:
 - a. Events. Support of existing independent and organization sponsored events, with a clear formula for deciding which events to support, metrics for determining positive impacts to the economy and community vitality, and total dollars spent to support each event.
 - b. Economic Development. Support of programs, events and opportunities with a focus toward developing and maintaining a diverse economic base in the valley.
 - c. Marketing. Support of all marketing efforts that support the Contractor's mission, in addition to the following categories:
 - i. Sustainable Tourism. Work closely with the Sustainable Tourism and Outdoor Recreation Committee (STORC) to consider and support resolution of issues related to infrastructure and signage necessary to promote and sustain recreational uses of areas throughout the valley.
 - ii. Co-Marketing with Western Colorado University (WCU). Work closely with WCU marketing professionals to consider and support cooperative efforts to recruit and retain students at the institution.
 - iii. Seasonal Expenditures. Equitably support winter and summer seasons to maintain balance in the diverse types of visitors to and uses of our valley.
- D. Provide biannual reports to the LMD to minimally include:
 - a. Performance information and metrics related to the funding structure outlined in Section 3 above;
 - b. Performance of the Contractor's adopted strategic business plan for 2023, including the plan's specific metrics and trend data that illustrate performance levels being achieved; and

- c. Accompanying budget for the current year and of the previous six months showing alignment between the expenditures and the authorized spending categories outlined in Paragraph 3 above.
- E. Pursuant to the Contractor bylaws, no later than October 1, submit a tentatively adopted strategic business plan and accompanying budget for the 2024 calendar year that, at a minimum, addresses the following:
 - a. Proposed results and measurements for those results consistent with the purpose of the Contractor;
 - b. Proposed strategies and associated budgets to achieve the proposed results;
 - c. Strategies for creation, maintenance and coordination of an effective digital presence for the County;
 - d. Strategies for marketing in-valley experiences and fulfillment;
 - e. Proposed performance-based contracts with vendors and subcontractors that contract with the Contractor; and
 - f. Coordination with strategic partners including, but not limited to, Crested Butte Mountain Resort, Western Colorado University; Gunnison County Chamber of Commerce, Mt. Crested Butte/Crested Butte Chamber of Commerce, major businesses and employers, municipalities, public land agencies, and event promoters.
- F. Permit auditing by the LMD of all the Contractor's books, accounts, and financial transactions.
- G. Provide a final project report in a form and format as prescribed by the County Manager on or before December 1, 2023.
- H. Administer the ICELab

It is further recognized and understood by the parties to this Agreement that the financial obligations under this Agreement are contingent upon the receipt of tax revenues by Gunnison County from the lodging tax and, if there are insufficient revenues to support the estimated expenditures for 2023, the financial obligation will be reduced accordingly.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Contractor shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to LMD, listing LMD as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to LMD. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which

case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive general liability insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a general liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, an automobile policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.
- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate). By way of example only, a professional liability policy with a \$1 million per-occurrence and \$2 million aggregate limit complies with this provision.

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The LMD's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the LMD's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the LMD must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision

is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured versus insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the LMD, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the LMD by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the LMD.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the LMD under this Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The parties hereto understand and agree that the LMD, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars (\$424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars (\$1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars (\$424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the LMD, its officers or employees.

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

6. INDEPENDENT CONTRACTOR.

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

Contractor acknowledges and agrees that Contractor is an INDEPENDENT CONTRACTOR is not entitled to: (i) unemployment insurance benefits; or (ii) Workers

Compensation coverage, from LMD. Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the environment, workers' compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary to provide the Services, unless otherwise specified by the LMD in writing.

8. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless LMD, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the acts, failure to act, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the LMD shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the LMD.

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

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

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

9. DISCRIMINATION.

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

10. PANDEMICS.

The Contractor shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Contractor is expected to implement any such changes necessary to comply with such orders. Failure to abide by such requirements may result in termination of the Agreement.

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

12. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.
- 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. Liability for claims for injuries to persons or property arising from the negligence of the LMD, 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 or any other law or rule limiting the liability of the LMD in relation to this Agreement.

- d. **LEGAL AUTHORITY.** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The LMD shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- e. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.
- g. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the LMD will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. DELEGATION AND ASSIGNMENT.

Contractor shall not delegate or assign this Agreement without the prior written consent of LMD, which consent LMD may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen (15) calendar days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

15. WARRANTIES.

Contractor represents and warrants to the LMD as follows:

a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.

b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

16. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with

respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

17. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the LMD or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

18. CONFLICT OF INTEREST.

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

19. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by Covid-19, or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

20. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered

personally or sent by certified first class US mail, postage prepaid, addressed as follows:

LMD: Gunnison River Valley Local Marketing District
Attn: Gunnison County Manager
200 E. Virginia
Gunnison, Colorado 81230
Phone: 970-641-0248

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

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

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

21. GOVERNING LAW.

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

22. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the LMD in the manner specified by the LMD. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii)

any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

23. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between LMD 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 LMD shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor’s or a subcontractor’s website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

24. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

Contractor shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to LMD. Contractor shall be subject to financial audit by federal, state or county auditors or their designees. Contractor authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours’ notice to Contractor. Contractor shall fully cooperate during such audit or inspections.

If the Contractor or any of its Subcontractors will or may receive personally identifiable information (“PII”) under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the LMD, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor shall be a “Third-Party Service Provider” as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of LMD’s PII either could have been, or was compromised, then Contractor shall immediately notify the LMD in writing and shall abide by C.R.S. § 24-73-101 *et seq.* Contractor shall be liable for any resulting damages to LMD or third parties as the result of any such data breach.

25. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., C.R.S. § 24-72-201 *et seq.*

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

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

CONTRACTOR

By: Willie G. Ren

Its: President, Board of Directors

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Gunnison River Valley LMD Agreement;

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The attached is based on the amount approved in the LMD's 2023 budget.

Fiscal Impact:

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 2/15/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 2/9/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/9/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 2/21/2023

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT AGREEMENT

Project Title: MARBLE CRYSTAL RIVER CHAMBER OF COMMERCE
Award Period: JANUARY 1, 2023 TO DECEMBER 31, 2023
Award: \$41,395

PARTIES TO AGREEMENT

GRANTOR:

Address: The Gunnison River Valley Local Marketing District (the “LMD”)
200 E Virginia Avenue
Gunnison CO 81230
Telephone: (970) 641-0248
Facsimile: (970) 641-3061

RECIPIENT:

Address: Marble Crystal River Chamber of Commerce (the “Recipient”)
620 W. Park Street
Marble, CO 81623
Contact Name: Christy Villalobos
Telephone: (970) 963-7300
Email: mariosmarble@yahoo.com

RECITALS

WHEREAS, Recipient has requested assistance from the LMD in financing a portion of operational costs as set forth in Appendix A; and

WHEREAS, LMD is supportive of the objectives of Recipient in terms of assisting those in need of services in Gunnison County; and

WHEREAS, LMD has historically provided funding to the Recipient pursuant to terms and conditions negotiated between the parties; and

WHEREAS, LMD has determined it presently is and remains in the public’s interest to provide financial assistance to Recipient.

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:

- 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 LMD hereby awards to Recipient a sum not to exceed Forty-One Thousand, Three-Hundred and Ninety-five U.S. dollars (**\$41,395**) (the “Award”) only if such funds are available as a portion of the funds collected by lodging establishments located in the Upper Crystal River Valley of Gunnison County. It is understood and recognized that these funds must be used for costs associated with the implementation of the 2023 Work Plan as identified in Appendix A. Funds will be distributed, contingent upon collections.. The Award shall be used by Recipient to assist the LMD consistent with Recipient’s current mission and operations and to help promote Gunnison County’s Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan (“Project”).

3. **Project Scope.** Recipient shall not materially modify the Project (as outlined in Appendix A) without the prior written approval of the LMD. Any material modification to the Project undertaken without the LMD’s prior written consent may be deemed a breach of this Agreement, entitling the LMD to all remedies available under this Agreement.

4. **Authorized Representative.** Matthew Birnie, (the “Authorized Representative”), or his successor, is designated as Authorized Representative of the LMD for the purpose of administering, coordinating and approving the work performed by the Recipient under this Agreement.

5. **Payment of Award.** Subject to the LMD’s determination in its sole discretion that Recipient is in compliance with this Agreement, the LMD shall disburse the funds for the Award in a manner determined by the LMD 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 LMD be liable for payment under this Agreement for any amount in excess thereof. The LMD 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 LMD.

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 LMD 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 LMD 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 LMD 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 LMD, including sharing with the LMD 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 LMD 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 LMD, 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 LMD 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. This agreement does not create an employment or independent contractor relationship. 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 LMD 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 LMD.**

13. No Waiver of Governmental Immunity Act. The parties hereto understand and agree that the LMD, 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 LMD.

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 LMD 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 LMD funds. The LMD shall retain the authority to audit for two years after Project completion.

15. Inspection. The LMD 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 LMD. The LMD 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.

23. Third Party Beneficiary. The LMD and Recipient hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the LMD 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 Recipients of Recipient.

24. 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.

25. 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 LMD, 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 _____ 2023.

RECIPIENT: MARBLE CRYSTAL RIVER CHAMBER OF COMMERCE

Signature: _____

Name: _____

Title: _____

Date: _____

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

APPROVED:

Jonathan Houck
Chairperson

Date: _____

APPENDIX A

Marble Crystal River Chamber 2023 Budget Request

Website Maintenance	1,000.00
General maintenance of the Chamber's web site and the addition of an events tab.	
Promotional Printing	2,000.00
Reprint run (4,000) of the Chamber Rack Cards; Print run of a modern and precise Marble Map showing historic sites, businesses and landmarks	
Internet and Print Marketing	6,195.00
Colorado.com online ad, and the print ads 2023 Crystal Valley Echo Winter and Summer Guides	
Colorado Tourism Organization Directed Monthly Newsletter	3,600.00
Write and publish monthly newsletter according to the templates and suggestions made by CTO assistance.	
Chamber and Association Memberships	500.00
Maintain ties with groups and other area chambers -- Carbondale Chamber, Glenwood Chamber, Crested Butte Chamber, Redstone Community Assoc., & BBB	
Re-publication of Classic Marble History books and DVDs	4,000.00
Last year we acquired the rights to reprint "The Place, The Stone, The Legacy" and did so online and in print. We are well on our way to re-issuing the documentary DVD on the life and ceramic works of Marble's Thanos Johnson. We are beginning pre-production on a large-scale, historical documentary about Marble. This project will be done by the production team that brought in "Marble Manners" for under \$3,000.	
Event Funding: Support for events which attract visitors to our valley	
Marble/MARBLE Symposium: The single most important event for lodging businesses in our valley, offering 2, 9-day marble carving session complete scholarships, starting in early July and ending in early August.	3,000.00
Marble Fest: Annual music festival held in the Mill Site Park on the first weekend of August	4,000.00
Lead King Loop Race: A national event attracting around 200 visitors to our valley on a September weekend for a running race to benefit the Marble Charter School.	1,000.00
Marble Stone & Gem Show: Annual event in its' 3rd year. Held in the early June visitor lull, to be June 8th, 9th, and 10th, 2023. Funding goes to ads and promotion, and day-of signage.	1,000.00
Christmas in Marble: Continued support for this off-season collaboration of local non-profits, created to generate visitors and funding during a quiet time of year, designated as the 2nd weekend of December, annually.	100.00
Marble HUB support and operations	15,000.00
Funding to support operation of Marble's visitor center, and absorb the Marble Arts Guild activities. The HUB now enjoys a paid staff, and MCRC's support of the HUB is leading to its' sustainability. Growing pressure from increased visitors requires ample funding to subsidize a payroll and help with operating costs for our visitors' most important resource. In addition, the Hub is absorbing the operation of the Marble Arts Guild, including "Second Saturday" events, art classes, demonstrations, and the <u>Farmer's Market</u> .	
2023 Funding Request = 41,395	

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Feb 21 – March 21, 2023

(as of 2/17/2023)

Board of County Commissioners

1. BOCC Regular Meeting

February 21, 2023, All Day @ BOCC Boardroom

[More Details](#)

2. BOCC Work Session

February 28, 2023, All Day @ BOCC Boardroom

[More Details](#)

3. Mayors & Managers Meeting - Hosted by Crested Butte Mountain Resort

March 2, 2023, 12:00 PM - 1:30 PM

[More Details](#)

4. BOCC Regular Meeting

March 7, 2023, All Day @ BOCC Boardroom

[More Details](#)

5. BOCC Work Session

March 14, 2023, All Day @ BOCC Boardroom

[More Details](#)

6. BOCC Regular Meeting

March 21, 2023, All Day @ BOCC Boardroom

[More Details](#)

7. Joint Work Session; Board of County Commissioners, County and City Planning Commissions, City Council, plus Public Open House

March 21, 2023, 2:00 PM - 8:00 PM

Three Mile Plan Joint Work Session with the Board of County Commissioners, City Council and County and City Planning Commissions, and a Public Open House

[More Details](#)

Gunnison County Organization

1. Holiday – Washington’s Birthday – Offices Closed

February 20, 2023, All Day

[More Details](#)

Gunnison-Hinsdale Board of Human Services

1. Gunnison-Hinsdale Board of Human Services Meeting

February 21, 2023, All Day @ BOCC Board Room

[More Details](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes: December 6, 2022 Regular Meeting

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review, a draft of the December 6, 2022 meeting minutes.

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appear legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 2/16/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 2/21/2023

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
December 6, 2022**

The December 6, 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	Matthew Birnie, County Manager
Roland Mason, Vice-Chairperson [ABSENT 3:30 to 3:37 pm only]	Melanie Bollig, Deputy County Clerk
Liz Smith, Commissioner	Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

CALL TO ORDER: Chairperson Houck called the meeting of the Gunnison County Local Liquor Licensing Authority to order at 3:30 pm.

ALCOHOL BEVERAGE LICENSE #42-95237-0000; 456 ENTERTAINMENT LLC DBA TULLY'S; EFFECTIVE DATE 10/18/2022 – 10/18/2023

FERMENTED MALT BEVERAGE LICENSE #04-01630; HARMELS OPERATION LLC DBA HARMELS RANCH RESORT; EFFECTIVE DATE 11/15/2022 – 11/15/2023

With no questions or concerns from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Houck, to approve the Alcohol Beverage License for 456 Entertainment LLC dba Tully's, and also the Fermented Malt Beverage License for Harmels Operation LLC dba Harmels Ranch Resort. Motion carried.

ADJOURN: Chairperson Houck adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 3:32 pm.

GUNNISON COUNTY BOARD OF EQUALIZATION:

CALL TO ORDER: Chairperson Houck called the meeting of the Gunnison County Board of Equalization to order at 3:32 pm.

RATIFICATION OF CHAIR'S SIGNATURE; 2022 ABSTRACT OF ASSESSMENT: Communications Manager for the Gunnison County Assessor's Office, William Spicer, was present in the room to answer any questions the Board might have.

Chairperson Houck explained for those present that this was more of an administrative action, an annual report submitted to the CBOE from the County Assessor's office for approval. This motion would ratify the Chair's signature on the document.

Chairperson Houck then **moved** to ratify the chair's signature on the 2022 Abstract of Assessment, as presented. Commissioner Smith seconded. Motion carried.

ADJOURN: Chairperson Houck adjourned the meeting of the Gunnison County Board of Equalization at 3:34 pm.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the Gunnison County Board of County Commissioners regular meeting to order at 3:34 pm. He noted that Commission Mason had texted to let him know he was stuck in traffic and would be arriving shortly.

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

SCHEDULING: Chairperson Houck noted that the December 13th work session meeting was canceled, in order for the Board to attend the Colorado Counties Inc (CCI) Winter Conference. A special meeting would be held on December 15th instead, to approve the final budget and the fees resolutions.

Commissioner Mason joined the meeting in person at 3:37 pm.

The Board briefly discussed the Holiday Schedule around Christmas and New Year's. County Manager Birnie noted that there would be no work session on December 27th. He also informed that Board that he would be out of office December 22nd through the 30th. Commissioner Smith also let the Board know she would be out December 21st through the 31st.

MINUTES: **Moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the minutes for September 6, 2022, September 20, 2022, October 4, 2022 and October 14, 2022 as amended in the record. Motion carried unanimously

1. **September 6, 2022 Regular Meeting.** Commissioner Smith noted that she had given some wording and phrasing corrections to BOCC clerk Melanie Bollig for this set of minutes - the first was regarding the Rural Welcoming Week on page 5, that the "City of Gunnison was participating with help from a Rural Welcoming Initiative grant" and "You are Welcome Here" should be without a "d" on "Welcome." The second set of changes were under her Commissioner Items on page 6, Item #1, "The suggestion was submitted to the Department of Revenue *via CCI*." Also, to correct spelling to "Janeth Stancle" in any instances where her name appeared, and make her visit a separate item, as she had not been able to attend the Rural Welcoming Week.
2. **September 20, 2022 Regular Meeting.** Commissioner Smith also gave changes to BOCC Clerk Bollig for her Commissioner Items on page 5, Item #2, to change the Commissioner from "Mason" to "Smith." On Item #5 same page, she wished to add clarifying comments about the meeting regarding how the program funding access was currently operating and how that might change with the roll-out of Universal Pre-K. On Item #7 same page, there were changes to the spelling of "Janeth Stancle" and to the "Rural Initiative" site team name.
3. **October 4, 2022 Regular Meeting.** No additions or corrections were needed.
4. **October 14, 2022 Special Meeting.** No additions or corrections were needed.

CONSENT AGENDA: Commissioner Mason **moved** to approve the consent agenda as presented. Commissioner Smith seconded. Motion carried unanimously. Chairperson Houck thanked CM Birnie for all the time and immense amount of work put into the Sawtooth Workforce Housing Project funding and the new agreement with Fading West Construction [Item #6].

1. Ratification of Correspondence; Crested Butte Town Council; Recreational Vehicle Dump Site
2. Employee Assistance Program Agreement; Triad EAP; 1/1/2023 thru 12/31/2023
3. Fund Transfer; West Region Wildfire Council; Title III Allocation; 2021 Allocation of \$50,524.66 and 2022 Allocation of \$65,369.07
4. Acknowledgement of County Manager Signature; Amendment to Consultant Agreement; Charlier Associates, Inc.; 6/18/2021 thru 12/31/2022
5. Grant Application; Daniel's Fund; Gunnison County Substance Abuse Prevention Project Choice Pass Program; \$50,000
6. Acknowledgement of County Manager's signature; Agreement; Fading West Construction, LLC; Sawtooth Workforce Housing Project; \$6,039,908.46
7. Agreement; Colorado Department of Human Services; 2022-2023 Low Income Energy Assistance Program (LEAP) and Low Income Household Water Assistance Program (LIHWAP) Program Areas; Memo # OM-FEA-2022-0015; 10/1/2022 thru 9/30/2023; \$26,000
8. Memorandum of Agreement between Parent Possible and Gunnison County Health and Human Services; Parents as Teachers Training

COUNTY MANAGER'S REPORTS: County Manager Matthew Birnie was present in the room to give his report.

1. Funding opportunities. CM Birnie reported that county staff were presently pursuing significant funding opportunities for both housing and transportation, especially regarding the Whetstone housing project and Brush Creek intersection.
2. Airport Celebration rescheduled. CM Birnie updated the Board on a revised date for the Airport Celebration, which would be January 20th from 4:00 pm to 6:00 pm. CM Birnie further noted that this new date would give time to make sure all last projects were in place for the celebration.
3. Sawtooth housing project update. CM Birnie reported that he had been working with staff at the fairgrounds, user groups, and stakeholders to create a plan to more efficiently utilize the fairgrounds land, as well the adjacent housing project property.
4. County Performance Report for 2021. CM Birnie announced that the 2021 performance reports were now out for review, and were also available online at the county website under performance reports.
5. Trip to Pueblo, Colorado for a grant presentation. CM Birnie informed the commissioners that Assistant County Manager for Public Works Martin Schmidt, Assistant County Manager for Facilities John Cattles, and he were on their way to Pueblo for a grant application presentation with the Department of Local Affairs (DOLA). This would be for improvements to a Crested Butte public workshop, which would include a new geothermal envelope – improving its efficiency and emissions to be more in line with the rest of the county's projects.

TWO LAND USE APPROVALS; EACH FOR A 1-LOT SUBDIVISION; MIRACLE ACRES PLAT SUBDIVISIONS, LARRY DARIEN; LOT 1 (LUC-22-00002) AND LOT 2 (LUC-19-000051); Community Development Planner Rachel Sabbato was in attendance to present the land use approvals to the Board, and to answer any questions the commissioners might have.

1. **A Resolution approving Larry Darien, Miracle Acres, Lot 1 Subdivision Located at Subject Parcel Legally Described as a Track of Land Situated in the SE ¼ NE ¼ and the NE ¼ SE ¼ of Section 20 and the NW ¼ SW ¼ of Section 21, All in Township 11 South, Range 88 East of the Sixth Principal Meridian Described Further in Exhibit A. 2880 County Road 3, Marble Colorado, LUC-22-00002**
2. **A Resolution approving Larry Darien, Miracle Acres, Lot 2 Subdivision Located at Subject Parcel Legally Described as a Track of Land Situated in the SE ¼ NE ¼ and the NE ¼ SE ¼**

¼ of Section 20 and the NW ¼ SW ¼ of Section 21, All in Township 11 South, Range 88 East of the Sixth Principal Meridian Described Further in Exhibit A. 2880 County Road 3, Marble Colorado, LUC-19-00051

CD Planner Sabbato explained that LUC-19-0051 was the first subdivision applied for by the owner Larry Darien, and one of the conditions for approval was that Mr. Darien would need to install a new septic system. This had been done and a final inspection was approved in August 2022. Based on that, they were then able to move this plat through to completion. Mr. Darien also had a later application for the subdivision of Lot 1 – LUC-22-00002 – adjacent to Lot 2 and sharing an access point, but the lots were considered as two separate, legal lots. Commissioner Houck pointed out that all reviews had been done by the County Attorney's Office and had been found sufficient. The Board then briefly discussed the applications.

Moved by Commissioner Smith, seconded by Commissioner Mason to adopt Resolution 2022-41, approving Larry Darien, Miracle Acres, Lot 1 Subdivision located at Subject Parcel legally described as a track of land situated in the SE ¼ NE ¼ and the NE ¼ SE ¼ of Section 20 and the NW ¼ SW ¼ of Section 21, all in Township 11 South, Range 88 East of the Sixth Principal Meridian described further in Exhibit A, LUC-22-00002. Motion carried unanimously.

Moved by Commissioner Smith, seconded by Commissioner Mason, to adopt Resolution 2022-42, approving Larry Darien, Miracle Acres, Lot 2 Subdivision, LUC-19-00051. Motion carried unanimously.

Chairperson Houck then signed the two plats which CD Planner Sabbato had brought with her that morning.

MEMORANDUM OF UNDERSTANDING; ROARING FORK VALLEY WILDFIRE COLLABORATIVE:

Emergency Manager Scott Morrill and Deputy Emergency Manager Lisa Clay were present in the room for discussion and to answer any questions the Board might have.

EM Scott Morrill gave a brief history of the Roaring Fork Valley Wildfire Collaborative, noting that they had come a long way and were now a strong organization. He explained that, with this MOU, they were attempting to leverage cross-boundary mitigation projects that spanned both federal and private lands in northern Gunnison County, around the Marble area. He felt that the Roaring Fork collaborative would be able to help with this, and expressed excitement for the fact that local, state, and federal agencies had gotten together to achieve this mitigation effort.

The Board discussed the MOU briefly and the benefit it could be for the Marble area; they also discussed how many of the multiple agencies involved had already signed on to the MOU. EM Scott Morrill advised that all but three signatories had now signed. The commissioners all expressed their support for this memorandum.

Moved by Commission Mason to approve the Memorandum of Understanding with the Roaring Fork Valley Wildfire Collaborative, and to authorize the chair's signature. Commissioner Smith seconded. Motion carried unanimously.

APPROVAL FOR GUNNISON COUNTY CORONER TO BE MOVED TO FULL-TIME POSITION:

Chairperson Houck reminded those present that the Board had gone over this item during an earlier work session with Coroner Michael Barnes, working through expectations, deliverability of services, and coverage. Chairperson Houck further noted that Coroner Barnes had run unopposed in the election, and would be continuing in his capacity as coroner. Chairperson Houck asked the Board for their input.

Commissioner Mason stated that he thought Coroner Barnes had gone over his statistics very thoroughly with the Board, and he supported the full-time position. Commissioner Smith noted that she felt the level of insight and information he had gathered, even with a lack of resources, was very valuable and certainly not what every coroner in the state was doing; she felt that Coroner Barnes was working above and beyond in comparison.

Commissioner Houck emphasized for the record that salaries for a full-time coroner or any elected official are set by the state's salary guidelines. CM Birnie stated that the coroner's full-time salary had been added to the budget drafts which the Board would be looking at during this meeting.

Commissioner Mason **moved** to designate the Gunnison County Coroner's position be moved to a full-time position. Commissioner Smith seconded. Chairperson Houck added that this would be on a pay scale as determined by the state legislature, included in the documentation. Motion carried unanimously.

BOARDS AND COMMISSIONS; PLANNING COMMISSION APPOINTMENTS: Assistant County Manager for Community and Economic Development Cathie Pagano was present remotely via Zoom for discussion and to answer any of the Board's questions.

Chairperson Houck outlined that they had gone through a Notice of Vacancy search in the papers and online and had received four applications for alternate positions to the Planning Commission, of which three applicants were able to be interviewed. He stated that the Board needed to make two appointments at this time, and further advised that there would be one more position to fill for Commissioner-elect Laura Puckett Daniels when she takes office in the first of the new year. He noted that he felt very pleased with the three applicants they had for alternate positions, and informed those present that alternate terms are one-year memberships, but can be moved up as needed onto the commission.

Chairman Houck then reminded the Board to consider the overall skill sets already within the commission and how these applicants might fit in, and concluded by noting that during interviews, the Board had made sure each applicant interviewed had understood the workload, timing, and participation needed on the commission, and he was satisfied that all three did not have any issues.

The Board then discussed for several minutes the background and experience of each applicant, as well as the attributes each might be able to contribute to the commission. Chairperson Houck also asked ACM Pagano for any observations she might have to share with the Board.

ACM Pagano expressed that she felt a variety of perspectives would be good to have, as well as a mix of people all across the valley. She also recommended that they be able to carry over the two applicants not appointed into their next search, and not make them re-apply. CM Birnie added that staff would email these applicants to make sure they were still interested in staying in the current search for first-of-year appointments.

Chairperson Houck **moved** to appoint, as alternate members to the Planning Commission, Eric Phillips and Annie Beall. Seconded by Commissioner Smith. Motion carried unanimously.

UNSCHEDULED CITIZENS: There was no one present in the room or remotely via Zoom to offer comments.

COMMISSIONER ITEMS:

Commissioner Mason

1. Attended two days of meetings for Wild and Scenic designation on the Crystal River. Commissioner Mason reported that the stakeholder group had looked at four companies wanting to handle their facilitation process. He found the people attending were very knowledgeable about each of the four companies. No final decisions had been made at the time, but Commissioner Mason remarked that, with the comprehensive rating system they had used and the quality of the companies they were considering, he felt this would be a much different process than it had been in the first process attempt. As he anticipated that this would be a fairly complex process with many people affected, he suggested that his successor could expect the process to easily take two to three years.
2. Meeting with the Forest Service on Wednesday, 12/7 in Marble. Commissioner Mason stated that they would be discussing the recommendations that came out of the Lead King Loop meetings. He did not feel that it was urgent enough to put on the agenda in December, but he wanted Gunnison County to continue to work with the Forest Service on what recommendations were feasible and how they might accomplish these together. Commissioner Mason recommended that the Board keep the exemption in place and maybe move the expiration date back further, as they work through the recommendations and enforcement issues.
3. Several meetings to attend next Thursday, 12/8. Commissioner Mason noted that he has several meetings to attend on Thursday: a) Region 10 meeting; b) Lead King Loop meeting, and; c) Gunnison Valley Regional Housing Authority meeting. He planned to give updates on these at the next meeting on December 20th.
4. Housing Authority working with Community Film Screening. Commissioner Mason explained that there would be a film screening at the Majestic Theatre for a film called, "A Decent Home." He described the film as a feature-length documentary giving an eye-opening viewpoint of what it is like to live in a mobile home park. It would be playing December 7th in Crested Butte at 6:45 pm, with another showing in Gunnison on December 8th.

Commissioner Smith

1. Southwest Colorado Opioid Regional Council update. Commissioner Smith reported that she had been working with Gunnison County Substance Abuse Prevention Project Manager Kari Commerford, Assistant County Manager for Health, Human, and Safety Services Joni Reynolds, and other partners locally, getting ready to move forward with hiring a lead regional coordinator who will be a Gunnison County employee and report directly to Kari. The council also decided to hire an assistant regional coordinator to make sure other counties in the region – San Miguel, Ouray, Delta, Montrose – are connected to fill up infrastructure and capacity in order to execute their goals, as laid out in their two-year plan. Commissioner Smith briefly went over the grants that were opening up, several as soon as December 8th, and noted that they needed people in place who would be able to start working on the grant opportunities. Commissioner Smith also reported that she had been talking with the State Attorney General's office and she felt they were starting to come on board with the idea that there needs to be a more consolidated approach to statewide data, rather than to have regions develop their programs separately. She informed the Board that she would be meeting with someone from the AG's office in the next one to two weeks. She was encouraged by the response so far.
2. No more specific meetings to report. Commissioner Smith explained that she had several meetings over the last couple of weeks, but they were not specific meetings; rather, they had been discussions regarding a lot of the issues she had just discussed.

Commissioner Houck

1. Attended a Gunnison Basin Roundtable meeting. Commissioner Houck reported that this was their monthly meeting; he would be giving a more formal update along with the Upper Gunnison River Water Conservancy District at a work session later in the month.
2. Participated along with County Attorney Matt Hoyt in Colorado Counties Inc (CCI) meetings regarding potential legislation around land use. Commissioner Houck thanked CA Hoyt for his involvement in looking at proposed legislation, noting that some of the legislation might be good to have state-level directed, while other pieces were better to maintain an element of local control.

Overall, Commissioner Houck noted that it had been very productive to be able to take a look at next year's legislative "landscape" around land use.

3. Attended a Crested Butte Town Council meeting along with Assistant County Manager for Operations & Sustainability John Cattles and Assistant County Manager for Community and Economic Development Cathie Pagano. Commissioner Houck stated that the reason they were all there was because the council had voted to look at the next step for possibly extending the Town's utility infrastructure to the Whetstone Housing project. Commissioner Houck noted that the council was beginning to see real benefits to extending to Whetstone and were ready to take the next step to really examine what those opportunities looked like. Commissioner Houck also reported that the Town Council had split on their decision of whether or not to close the RV dump station. He explained that, because of the way their charter is set up, they will need 4 votes to the positive to keep it open, and there had only been enough of the council present for a 3 to 2 vote to the positive; the council would reconsider at a later date with a full council in attendance. Meanwhile, Commissioner Houck added, the Sustainable Tourism & Outdoor Recreation Committee (STOR) would continue to look at other opportunities for managing its recreation infrastructure. He highlighted the possibility that utility extension might provide the opportunity for other areas to be utilized as well.
4. Met in Denver last week with the Theodore Roosevelt Conservation Partnership. Commissioner Houck explained that this was a national organization that works on behalf of wildlife and wildlife organizations, and that they were very interested in what Gunnison County was doing on the Gunnison Public Lands Initiative (GPLI) and the Gunnison Outdoor Resources Protection (GORP) Act. He noted that a lot of their conservation goals around wildlife and habitat really aligned with the work being done locally, and his ultimate goal was to see if the Theodore Roosevelt Conservation Partnership can support the GORP Act as it moves forward.
5. Numerous meetings with the Bureau of Land Management as a cooperating agency, regarding a Gunnison Basin Sage-grouse Resource Management Plan amendment. Commissioner Houck stated that he had attended several meetings in which he worked on ensuring that all those in the process understand the county's robust conservation, restoration and permitting programs.
6. Attended the National Association of Counties (NACo) Public Lands meeting yesterday (Mon 12/5). Commissioner Houck stated that he took another look at what's on the horizon concerning public lands legislation and issues. He noted that some of the discussion had focused on severance percentages and share coming to the state and counties.
7. Worked earlier in the afternoon with CCI for upcoming presentations at the conference next week.
8. Meeting with Hinsdale County Commissioners tomorrow. Commissioner Houck informed the Board that he would be meeting with Hinsdale County Commissioners and Senator Bennet's staff regarding opportunities within the GORP Act which might be available for Hinsdale County.
9. Reminder: Meeting at the Gunnison Community Center tomorrow evening. Commissioner Houck reminded everyone that there would be an outreach meeting concerning pedestrian safety on Hwy 135 and Hwy 50. In recognition of the urgency in this outreach, Commissioner Houck stated he would also be attending.
10. Presenting to the Gunnison County Stockgrowers' Association annual meeting on Thursday. Commissioner Houck noted that his meeting would be centered on county policy and how that interacts with the ranching community.
11. Presented and fielded a Q & A session with the Gunnison County Republican Party meeting last Saturday. Commissioner Houck stated that he had been asked to come and give a presentation on the history of land use in Gunnison County and how the LUR is applied. He noted that one area the conversation focused on concerned fees and what total fees are required for building. Commissioner Houck outlined that he had reviewed what fees are coming directly from Gunnison County and what was involved in the permits and fees – plan reviews, permits, inspections, etc. – and tried to help his audience understand the services involved with these fees, showing that the county was actually a small part of the total fees collected. He expressed that he had appreciated the invitation and was glad he was able to go.

Commissioner Smith add-on: Commissioner Smith wished to add items for comment.

3. Contributed comments to a CCI Affordable Housing opportunity to comment. Commissioner Smith reported that she had been able to comment for Gunnison County on proposed legislation regarding affordable housing. She explained that she had found the proposal out of touch regarding what could work in areas like ours - smaller mountain resort communities – and noted that she felt it was important for these communities to continue to weigh in on legislation.
4. Attended a housing leadership lab in Chicago along with Gunnison Valley Regional Housing Authority Director Andy Kadlec. Commissioner Smith highlighted that while there, they were able to see examples of successful legal challenges to platform transparency issues such as those Gunnison County was struggling with, especially for some of the short-term rental companies.

Commissioner Houck add-on: Commissioner Houck had one more item for comment as well.

12. Senator Bob Rankin – Gunnison County's representative in the Colorado Senate – announced his resignation. Commissioner Houck expressed appreciation for Senator Rankin's voice for Western Colorado and added that the Board wanted to be sure to make connection with their new state senator once he or she was announced.

ADJOURN and "UNADJOURN": Chairperson Houck adjourned the meeting at 5:01 pm, and as CA Hoyt advised that there was an executive session, he then brought the meeting back into session at 5:01 pm.

RECESS: Chairperson Houck recessed the regular meeting at 5:01 am, in order to go into an executive session.

EXECUTIVE SESSION PURSUANT TO C.R.S. 24-6-402(4)(B): CONFERENCE WITH COUNTY ATTORNEY, DEPUTY COUNTY ATTORNEY OR ASSISTANT COUNTY ATTORNEY; ATTORNEY-CLIENT PRIVILEGED COMMUNICATION, DISCUSSION AND LEGAL ADVICE REGARDING COLORADO SENATE BILL 22-230 AND PROMULGATION OF ADMINISTRATIVE RULES BY THE STATE OF COLORADO PURSUANT TO COLORADO REVISED STATUTE SECTION 8-3.3.-106:

Chairperson Houck moved to go into Executive Session, pursuant to Colorado Revised Statute § 24-6-402(4)(b), conference with the County Attorney, Deputy County Attorney, or Assistant County Attorney for attorney-client privileged communication, discussion and legal advice regarding Colorado Senate Bill 22—230 and promulgation of administrative rules by the State of Colorado pursuant to Colorado Revised Statute Section 8-3.3-106. The participants in the Executive Session would be Commissioner Houck, Commissioner Mason, Commissioner Smith, County Manager Matthew Birnie, County Attorney Matthew Hoyt, and Chief Financial Officer Perry Solheim. Because any discussion in the executive session would be protected by attorney-client privilege, no contemporaneous record of the meeting would be kept. Commissioner Mason seconded. Motion carried unanimously.

The Board went into executive session at 5:03 pm. The executive session was held in the BOCC Boardroom, and no contemporaneous records were kept. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S. §24-6-402(4). This specific session was conducted as per §24-6-402 (4)(b).*

Attorney Statement Regarding Executive Session

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

Date: _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

At 5:27 pm, it was moved by Chairperson Houck to come out of executive session, affirming that the participants in the executive session remained consistent with those read into the record, and that they did stay on topic. Commissioner Smith seconded the motion. Motion carried unanimously.

Chairperson Houck then gave direction that the Board would like to authorize County Attorney Matthew Hoyt to participate in the rulemaking process on behalf of Gunnison County in the publication of administrative rules by the State of Colorado pursuant to Colorado Revised Statute Section 8-3.3-106.

BREAK: Chairperson Houck recessed the meeting from 5:28 pm until 5:30 pm for a short break, and then from 5:30 until 5:58 pm in order to hold the below public hearing.

PUBLIC HEARING; PROPOSED 2023 GUNNISON COUNTY BUDGET: Chief Financial Officer Perry Solheim was present in the room for discussion and to answer any questions the Board might have.

1. Open Public Hearing. Chairperson Houck opened the Public Hearing at 5:30 pm. He briefly introduced the hearing by noting the staff time and the numerous work sessions involved to prepare the budget. He advised that the public hearing was being held as a statutory requirement, and that it was held in the evening for the convenience of the public, so that individuals might be able to attend after normal 9am to 5pm work hours. He also noted that they now had the added option to attend online should they desire.
2. Public Notice Confirmation. Clerk to the Board Melanie Bollig confirmed that the Public Hearing had been properly public noticed.

3. Identify Ex Parte Communications. N/A
4. Staff Presentation. CM Birnie thanked Commissioner Houck for recognition of the time and preparation involved, noting that the budget was very important – it was a legal document and it dealt with transparency – but it was also a piece that operationalized the Board’s strategic plan and the core services which the county delivered. He expressed his approval with where the county was in this process, and noted that CFO Solheim had exciting new ideas for going forward.
CFO Solheim then went over the latest draft of the budget, noting changes made from version #3, including: a) revisions to the Regional Transportation Authority (RTA fund); and b) revisions to the Water Fund budget, due to a previous formula error. He also went over the Summary of All Funds projected totals, explaining that they were planning on spending down several fund balances in 2023, as these totals had been built up in preparation for several anticipated, upcoming projects. Reference as to what amounts will be considered appropriate/healthy amounts to retain was also briefly discussed.
5. Applicant Presentation. N/A
6. Board Questions. Commissioner Smith commented briefly on the RTA fund balance, noting that the present fund balance dealt with the capital investments being made, particularly in workforce housing. Commissioner Mason added that part of the RTA balance would go toward the transfer station/shop in Crested Butte, as well as towards increased service. CM Birnie clarified for those listening that the county was the fiscal agent for RTA; the county did not approve the RTA budget.
There were no further questions or comments at this point from the Board, as the commissioners commented for the record that their questions had mostly been answered in the four to five previous work sessions.
7. Public Comments. Chairperson Houck opened the Public Hearing to comments at 5:17 pm. Celeste Helminski, Gunnison Country Chamber of Commerce Director, joined the hearing remotely via Zoom, and asked CFO Perry Solheim if he would go over the Local Marketing District (LMD) fund on page A-16 of the draft budget. CFO Solheim briefly went over this for her, noting that he had been in the learning process between the Tourism and Prosperity Partnership (TAPP) Board and the LMD budget, and for this next budget year he wished to stay more conservative with the LMD budget. CFO Solheim further noted that he would be working with TAPP in the next year in order to come up with better data models.
Commissioner Smith stated that the division of LMD monies approved by voters from the 2022 election would need to be looked at differently for the 2024 LMD budget. The Board discussed briefly how they wished to look at this information in the future, and how to best convey the information to the public in order to show the available expanded uses.
Director Helminski thanked CFO Solheim and the Board for their help.
8. Acknowledge Correspondence Received. The Board received no correspondence, either online or by email or mail. CFO Solheim noted that he had received a few questions from the local press.
9. Applicant Response. N/A
10. Close Public Hearing. Chairperson Houck closed the Public Hearing at 5:58 pm and immediately reconvened the Gunnison County Board of County Commissioners meeting.

ADJOURN: Chairperson Houck adjourned the Gunnison County Board of County Commissioners regular meeting at 5:58 am.

Jonathan Houck, Chairperson

Roland Mason, Vice-Chairperson

Liz Smith, Commissioner

Minutes Prepared By:

Melanie Bollig, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 2022-41**

A RESOLUTION APPROVING LARRY DARIEN, MIRACLE ACRES, LOT 1 SUBDIVISION LOCATED AT SUBJECT PARCEL LEGALLY DESCRIBED AS A TRACK OF LAND SITUATED IN THE SE ¼ NE ¼ AND THE NE ¼ SE ¼ OF SECTION 20 AND THE NW ¼ SW ¼ OF SECTION 21, ALL IN TOWNSHIP 11 SOUTH, RANGE 88 EAST OF THE SIXTH PRINCIPAL MERIDIAN DESCRIBED FURTHER IN EXHIBIT A. 2880 COUNTY ROAD 3, MARBLE COLORADO, LUC-22-00002

WHEREAS, the applicant, Larry Darien, proposes to subdivide 1.427 acres from the 185.24 acre Darien Ranch. The proposed use of Lot 1 is a single family unit with an ADU. The water source will be provided by an existing well (Permit #83104-F) who's court decree of augmentation is 16CW3033. The septic will be served by a County approved On-Site Waste Water Treatment System. Access will be from Gunnison County Road 3 across Lot 2 of the Miracle Acres plat. This access will be along the North side of the Darien Ranch Lodge along the old alignment of County Road 3. All utilities (electricity and phone) are on site. According to this application, the estimated amount of new traffic would be 20 trips.

WHEREAS, a joint public hearing was conducted by the Planning Commission and Board of County Commissioners on June 16, 2022. The Gunnison County Planning Commission approved a Recommendation of conditional approval of Miracle Acres, Lot 1 on June 16, 2022, and forwarded said Recommendation to the Board of County Commissioners for their review; and

WHEREAS, the Board of Commissioners did, on December 6, 2022, receive and review the Planning Commission's Recommendation and considered the Recommendation in evaluating the request and intends to approve the request by the adoption in full of the Planning Commission's June 16, 2022 Recommendation, with the following Findings and Conditions of Approval:

Findings:

The Board finds that:

1. The Planning Commission classified the application as a Minor Impact Project, based upon the impact classification found in Section 6-102: Projects Classified as Minor Impact Projects A, 2-4 Units.
2. The land use change complies with all applicable requirements of the Gunnison County and Use Resolution and Section 6-10: Standards of Approval for Minor Impact Projects.
3. A twenty-foot access easement for the new subdivided lot across the adjacent Darien lodge parcel will provide access to the property line.
4. Existing water wells, decrees and augmentation plan from previous water court cases (Water Decree, Case Number: 2016CW3033 and 06CW244) are in place and are sufficient.
5. An on-site waste water treatment system feasibility report by Sopris Engineering dated January 26, 2022 has been completed and provides adequate assessment and approval of this site.
6. This site has been reviewed for geologic hazards by Colorado Geologic Survey Engineering Geologist, Jill Carlson, per a letter dated April 12, 2022 she states, "CGS has no objection to approval of LUC-22-00002 as proposed."
7. This application is consistent with the standards and requirements of this Resolution.
8. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

Conditions of Approval:

1. A mylar subdivision plat, in compliance with Section 6-105, Gunnison County Land Use Resolution, shall be provided to the Community Development Department, for signature by the Board of County Commissioners. Approval shall not be effective until and unless the plat is recorded with the Office of the Gunnison County Clerk and Recorder.
2. The approval shall be memorialized by Board Resolution. Approval shall not be effective until the Resolution is recorded with the Office of the Gunnison County Clerk and Recorder.
3. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the Gunnison County Land Use Resolution.
4. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.
5. This subdivided Lot 1 has an access easement to the property line across the adjacent Darien lodge parcel, Miracle Acres Lot 2. A new driveway application for this parcel shall be required at the time of building.
6. A landscaping plan shall provide a buffer for the house from County Road 3 for 200 feet starting near the bridge. The new landscaping will be planted in locations acceptable to the Gunnison County Road and Bridge Department and will not block line of sight on County Road 3.
7. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.

- 8. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.
- 9. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that Land Use Change Permit No. 2022-00002 Miracle Acres, Lot 1, is approved as a Minor Impact Project, subject to each and all conditions, as identified above.

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

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted on this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF GUNNISON, COLORADO

Houck – yes, Mason – yes, Smith – yes

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 2022-42**

RESOLUTION APPROVING LARRY DARIEN, MIRACLE ACRES, LOT 2 SUBDIVISION LOCATED AT SUBJECT PARCEL LEGALLY DESCRIBED AS A TRACK OF LAND SITUATED IN THE SE ¼ NE ¼ AND THE NE ¼ SE ¼ OF SECTION 20 AND THE NW ¼ SW 1.4 OF SECTION 21, ALL IN TOWNSHIP 11 SOUTH, RANGE 88 EAST OF THE SIXTH PRINCIPAL MERIDIAN DESCRIBED FURTHER IN EXHIBIT A. 2880 COUNTY ROAD 3, MARBLE COLORADO, LUC-19-00051

WHEREAS, the applicant, Larry Darien, proposes to subdivide an existing 185.202-acre parcel in Marble, Colorado into two lots, 2.038-acre Lot A (referenced as Lot 2 on Miracle Acres plat) and 183.202-acre Lot B. The subject property is presently developed with two buildings. One 6,000 sq. ft. structure is a seven-room bed and breakfast (B&B) with a two-bedroom caretaker cabin (Cabin). The other structure is a two-unit building with one two-bedroom apartment and a one-bedroom apartment (Duplex).

WHEREAS, a joint public hearing was conducted by the Planning Commission and Board of County Commissioners on May 29, 2020. The Gunnison County Planning Commission approved a Recommendation of conditional approval of Miracle Acres, Lot 2 on May 29, 2020, and forwarded said Recommendation to the Board of County Commissioners for their review; and

WHEREAS, the Board of Commissioners did, on December 6, 2022, receive and review the Planning Commission’s Recommendation and considered the Recommendation in evaluating the request and intends to approve the request by the adoption in full of the Planning Commission’s May 29, 2020 Recommendation, with the following Findings and Conditions of Approval:

Findings:

The Board finds that:

- 1. The Planning Commission classified the application as a Minor Impact Project, based upon the impact classification found in Section 6-102: Projects Classified as Minor Impact Projects A, 2-4 Units.
- 2. The land use change complies with all applicable requirements of the Gunnison County and Use Resolution and Section 6-10: Standards of Approval for Minor Impact Projects.
- 3. That the recordation of the subdivision plat be conditioned upon the issuance of an OWTS permit and the finalization of the work authorized by the OWTS permit in accordance with the Gunnison County OWTS Regulations.
- 4. There is adequate water supply for the subdivision lots.
- 5. The property meets the definition of an agricultural operation.
- 6. This application is consistent with the standards and requirements of this Resolution.
- 7. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

Conditions of Approval:

- 1. A mylar subdivision plat, in compliance with Section 6-105, Gunnison County Land Use Resolution, shall be provided to the Community Development Department, for signature by the Board of County Commissioners. Approval shall not be effective until and unless the plat is recorded with the Office of the Gunnison County Clerk and Recorder.
- 2. The approval shall be memorialized by Board Resolution. Approval shall not be effective until the Resolution is recorded with the Office of the Gunnison County Clerk and Recorder.
- 3. This permit is limited to activities described within the “Project Description” of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will

require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the Gunnison County Land Use Resolution.

4. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.
5. The recordation of the subdivision plat be conditioned upon the issuance of an OWTS permit and the finalization of the work authorized by the OWTS permit in accordance with the Gunnison County OWTS Regulations, as amended. The engineer’s as-built and approval letter for OWTS-21-00123 located at 2880 County Road 3, was received on August 3, 2022. Gunnison County building inspector Charlie Dominguez issued the final inspection approval on August 4, 2022.
6. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.
7. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.
8. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that Land Use Change Permit No. 2019-00051 Miracle Acres, Lot 2, is approved as a Minor Impact Project, subject to each and all conditions, as identified above.

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

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted on this 6th day of December 2022.

BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF GUNNISON, COLORADO

Houck – yes, Mason – yes, Smith – yes

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes: December 20, 2022 Regular Meeting

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review, a draft of the regular meeting minutes for Dec 20, 2022.

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appear legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 2/17/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 2/17/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 2/21/2023

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
December 20, 2022**

The December 20, 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 [REMOTE]
Liz Smith, Commissioner
Matthew Birnie, County Manager
Melanie Bollig, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY LIQUOR LICENSING AUTHORITY:

CALL TO ORDER: Chairperson Houck called the Gunnison County Liquor Licensing Authority meeting to order at 8:31 am.

ALCOHOL BEVERAGE LICENSE; GUNNISON GOLF CLUB, INC.; #05-07972-0000

ALCOHOL BEVERAGE LICENSE; KEBLER CORNER LIQUORS, LLC; #03-10559

Moved by Commissioner Smith, seconded by Commissioner Mason to approve the Alcohol Beverage Licenses for Gunnison Golf Club, Inc and also for Kebler Corner Liquors, LLC, as presented. Motion carried unanimously.

County Manager Matthew Birnie informed the Board that three alcohol licenses for this agenda had been inadvertently omitted. He stated that the County Clerk had not been notified yet, but if these were needed before the next regular meeting on January 10th, 2023, he asked for the Board’s approval to convene a special meeting, if needed, to approve the three licenses.

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

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT:

CALL TO ORDER: Chairperson Houck called the Gunnison River Valley Local Marketing District meeting to order at 8:33 am.

RESOLUTION AMENDING THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT BUDGET FOR FISCAL YEAR 2022 AND AMENDING THE APPROPRIATION RESOLUTION: Chief Financial Officer Perry Solheim was present in the room for discussion and to answer any questions the Board might have.

CFP Solheim briefly explained what the two budget amendments were and also let the Board know that there was a chance they might have to do another LMD budget amendment for 2022, as the proposal for the election ballot might end up costing more than they had budgeted for it.

Moved by Commissioner Smith, seconded by Commissioner Mason, to approve Resolution 2022-4 amending the Gunnison River Valley Local Marketing District Budget for Fiscal Year 2022 and amending the Appropriation Resolution. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the Gunnison River Valley Local Marketing District meeting at 8:36 am.

GUNNISON COUNTY HOUSING AUTHORITY:

CALL TO ORDER: Chairperson Houck called the Gunnison County Housing Authority meeting to order at 8:36am.

RESOLUTION AMENDING THE GUNNISON COUNTY HOUSING AUTHORITY BUDGET FOR FISCAL YEAR 2022 AND AMENDING THE APPROPRIATION RESOLUTION: CFO Perry Solheim was also present for this item. He explained that it was a very small adjustment, as he was moving the Sawtooth and Elk Creek Valley properties into the Housing Authority budget. CFO Solheim also advised that he may need to do another Housing Authority budget amendment after they go through another audit, in order to set this up in the best way for future audits; he expected that to happen sometime in the first quarter of 2023.

With no question from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to approve Resolution 2022-004 amending the Gunnison County Housing Authority budget for Fiscal Year 2022 and amending the Appropriation Resolution. Motion carried unanimously.

RESOLUTION APPROVING THE GRANT APPLICATION FOR A TRANSFORMATIONAL AFFORDABLE HOUSING, HOMEOWNERSHIP, AND WORKFORCE HOUSING GRANT PROGRAM FROM THE COLORADO DIVISION OF HOUSING: Chairperson Houck noted that this was a related resolution, wherein all the pieces were put in place for moving the Sawtooth project into the Housing Authority budget. [Note: CM Birnie later clarified in his County Manager Report that this was for the Mountain View senior housing project and not for Sawtooth.]

Moved by Commissioner Smith, seconded by Commissioner Mason to approve Resolution 2022-005 approving the grant application for a transformational affordable housing, homeownership, and workforce housing grant program from the Colorado Division of Housing. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the Gunnison County Housing Authority meeting at 8:40 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the Gunnison County Board of County Commissioners regular meeting to order at 8:40 am.

AGENDA REVIEW: Chairperson Houck elected to change the sequence of the regular meeting agenda by holding off discussion of the final agenda item regarding the Bureau of Reclamation's Environmental Impact Statement, recessing the regular meeting rather than adjourning it, and after the work session, reconvening the regular meeting to discuss this topic. He felt some of the updates on the work session might better inform the board as they looked at this final item.

MINUTES APPROVAL:

1. December 15, 2022 Special Meeting. **Moved** by Commissioner Mason, seconded by Commissioner Smith, to approve the December 15, 2022 special meeting minutes, as presented. Motion carried unanimously.

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

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
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: **Chairperson** Houck reminded the Board of the need for a possible special meeting before the end of year. CM Birnie also noted that there would not be a regular meeting on January 3rd; because of the swearing in of elected officials, the regular meeting would be held on January 10th, 2023. Nothing else was noted for scheduling.

COUNTY MANAGER'S REPORTS:

1. Airport Celebration is still on target for January 20th as planned. CM Birnie stated that several large final pieces of the project had now come together and the celebration event would occur in January. Also, he added that the Airport Director Rick Lampert had let him know they had been receiving many positive comments from travelers coming through the facility.
2. Clarification on the Housing Authority Grant Resolution 2022-005. CM Birnie advised that this grant was for the Mountain View senior housing project, and not Sawtooth as previously stated during the Housing Authority meeting.

RESOLUTION AMENDING THE GUNNISON COUNTY BUDGET FOR FISCAL YEAR 2022 AND AMENDING THE APPROPRIATION RESOLUTION: Chief Financial Officer Perry Solheim was present in the room for discussion and to answer any questions the Board might have. CFO Solheim explained that this resolution was actually many budget amendments collected under one resolution; many of these included grants that they had not expected in the budget at the first of the year. He further noted that the amounts asked for usually balance out with the amount that comes in. CFO Solheim also let the Board know also that some requisitions they had been waiting for over a great deal of time had finally come in.

Moved by Commissioner Smith, seconded by Commissioner Mason, to approve Resolution 2022-47 amending the Gunnison County Budget for Fiscal Year 2022 and amending the Appropriation Resolution. Motion carried unanimously.

SET GUNNISON COUNTY MILL LEVY AND CERTIFY ALL TAXING ENTITIES' MILL LEVIES TO COUNTY ASSESSOR: Communications Manager for the Gunnison County Assessor's Office, William Spicer, was present in the room to answer any questions the Board might have. William gave the Board high points, explaining that this was something that is done annually. He noted that total assessed valuation was pretty much static this year, which was somewhat unusual. He attributed this somewhat to reduced assessment rates on residential properties – a 0.5-1.0% decrease, and noted that levies will be going up because of the approved school levy in the November elections and extra funding to MetRec. He advised that total 2022 tax revenues collectable next year will be over \$59.3 million, up from \$52.2 million the previous year.

CFO Solheim highlighted that working with Mr. Spicer had been very informative; he planned to work with Mng'r William in the next year to streamline the process and deadlines for future years.

The Board, CM Birnie, CFO Solheim and Mgr Spicer discussed for several minutes some of the tax increases and decreases, issues with new construction bringing new service needs but not new taxes, and TABOR and Gallagher limits.

Moved by Commissioner Houck to accept the Gunnison County mill levy and certify all taxing in these mill levies to the County Assessor for the tax year 2022, budget year 2023 certification of levies and revenue by this Board and authorize the chair's signature, as presented this morning. Seconded by Commissioner Smith. Motion carried unanimously.

2023 WATER SEWER AND LANDFILL RATE RESOLUTIONS: Assistant County Manager for Public Works Martin Schmidt was present in the room for discussion and to answer any questions the Board might have. ACM Schmidt informed the Board that goal was to have stable increases over time, rather than less frequent but larger increases sporadically. CA Hoyt also noted that the resolutions also covered attorney's fees for delinquent collections, standard in the state statutes.

1. **Resolution Amending Certain Charges and Fees for Integrated Solid Waste Services Effective January 1, 2023; This Resolution Supersedes Resolution 22-4. Moved** by Commissioner Smith, seconded by Commissioner Mason, to approve Resolution 2022-48, amending certain charges and fees for integrated solid waste services effective January 1, 2023. Motion carried unanimously.
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. Moved** by Commissioner Smith, seconded by Commissioner Mason, to approve Resolution 2022-49, establishing the schedule of fees and rates for sewer service within the Antelope Hills Division of the Gunnison County Water and Sewer District. Motion carried unanimously.
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. Moved** by Commissioner Smith, seconded by Commissioner Mason, to approve Resolution 2022-50, establishing the schedule of fees and rates for water service within the Antelope Hills Division of the Gunnison County Water and Sewer District. Motion carried unanimously.
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. Moved** by Commissioner Smith, seconded by Commissioner Mason, to approve Resolution 2022-51, establishing the schedule of fees and rates for sewer service within the Dos Rios Division of the Gunnison County Water and Sewer District. Motion carried unanimously.
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. Moved** by Commissioner Smith, seconded by Commissioner Mason, to approve Resolution 2022-52, establishing the schedule of fees and rates for water service within the Dos Rios Division of the Gunnison County Water and Sewer District. Motion carried unanimously.
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. Moved** by Commissioner Smith, seconded by Commissioner Mason, to approve Resolution 2022-53, establishing the schedule of fees and rates

for sewer service within the North Gunnison Division of the Gunnison County Water and Sewer District. Motion carried unanimously.

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. Moved** by Commissioner Smith, seconded by Commissioner Mason, to approve Resolution 2022-54, establishing the schedule of fees and rates for sewer service within the Somerset Division of the Gunnison County Water and Sewer District. Motion carried unanimously.
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. Moved** by Commissioner Smith, seconded by Commissioner Mason, to approve Resolution 2022-55, establishing the schedule of fees and rates for sewer service within the Tomichi Division of the Gunnison County Water and Sewer District. Motion carried unanimously.

FINANCIALS:

1. Vouchers and Transfers.

Moved by Commissioner Mason, seconded by Commissioner Smith, to approve the vouchers for the amount of \$3,183,618.16. Motion carried unanimously.

Moved by Commissioner Smith, seconded by Commissioner Mason, to approve the cash transfer in the amount of \$9,374,674.15. Motion carried unanimously.

Commissioner Mason noted that the sales tax increase looked to be mostly from the county. CFO Solheim added that his theory was that the increase was due to a robust hunting season. Commissioner Smith also noticed that the online sales were significantly increased. CFO Solheim stated that he believed this was due to the Finance Office’s aggressive search to identify more of those types of sales.

2. Treasurer’s Report. County Treasurer Debbie Dunbar presented via Zoom, confirming that there was nothing out of the ordinary to report.

With no questions from the Board, it was **moved** by Commissioner Houck, seconded by Commissioner Smith to accept the Treasurer’s reports and authorize the chair’s signature as presented. Motion carried unanimously.

AIRPORT LEASE TERMINATION AGREEMENT; MARK W. WARREN; \$90,000: Airport Director Rick Lamport was present in room. He briefly explained for the Board that this was initially a 70-year lease through 2037, amended in 1980. There were still 15 years left on the lease, with the county having first right of refusal to take over the lease. Director Lamport stated that he wished to focus on having this lease for strategic general aviation development at the airport.

The Board discussed with Director Lamport several issues with taking over the lease, including cost for the rest of the lease, what would be involved for environmental mitigation and future use options.

Moved by Commissioner Smith to accept the Airport Lease Termination Agreement and authorize the chair’s signature, as presented. Seconded by Commissioner Mason. Motion carried unanimously.

RECESS: Chairperson Houck called for a recess from 9:20 am to 9:27 am, in order to hold the below public hearing.

PUBLIC HEARING; REGION 10 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION TO THE COLORADO DEPARTMENT OF LOCAL AFFAIRS: Region 10’s Business Loan Fund Director, Dan Scinto, was present in the room for discussion and questions from the Board.

1. Possible Action; Approval for Region 10 Community Development Block Grant Application

1. Open Public Hearing. Chairperson Houck opened the Public Hearing at 9:20 am.
2. Public Notice Confirmation. Director Dan Scinto confirmed that the public hearing had been properly noticed for the public.
3. Identify Ex Parte Communications. There were no ex parte communications identified by the Board.
4. Staff Presentation. N/A
5. Applicant Presentation. Director Scinto explained how the Community Development Block Grant was utilized by Region 10 in the six counties it serves, providing business capital to small businesses that are not bankable. He stated that this program has been in place a long time, and eight previous grant contracts had funded approximately \$6 million in small business loans, creating 502 jobs while retaining 654. He requested a signature from the Board in order to enroll Gunnison County in this program for another four years.
6. Board Questions. Commissioner Houck asked for commissioner questions or comments. Commissioner Mason expressed his support by stating that he has found this program well-managed, with Dan doing a great job with the personal touch in assisting businesses to get funding, as well as leveraging with the banks to potentially receive more funding.

Commissioner Smith wondered about why most of the funding went to Montrose County. Director Scinto stated that, per capita, more was actually loaned to Gunnison County than to Montrose County. Commissioner Mason added that the new satellite office for the small business

center in Gunnison County would help small businesses in Gunnison realize these funds are available.

7. Public Comments. Chairperson Houck asked for public comments of those present in the room or remotely via Zoom. No one was present.
8. Acknowledge Correspondence Received. Board Clerk Melanie Bollig confirmed no letters, emails, or any other communication had been received regarding this hearing.
9. Applicant Response. N/A
10. Close Public Hearing. Chairperson Houck closed the public hearing at 9:27 am and immediately reconvened the Gunnison County Board of County Commissioners regular meeting.

Chairperson Houck asked what the pleasure of the board would be. Commissioner Mason **moved** to approve the Region 10 Community Development Block Grant application to the Colorado Department of Local Affairs and to authorize the chair’s signature. Seconded by Commissioner Smith. Motion carried unanimously.

RESOLUTION ADOPTING THE GUNNISON COUNTY POLICY AND PROCEDURES REGARDING SECURITY TRANSPORTATION SERVICES: Emergency Manager Scott Morrill and Deputy Emergency Manager Lisa Clay were both present via Zoom for discussion and questions from the Board.

EM Scott Morrill explained that the resolution allowed statutory compliance and standardized secure transport within the counties across the State. He stated that the processing forms were modeled mostly after ambulance licensing. He introduced Kimberly Behounek, GVH Director of Behavioral Health, and had her go over licensing for their vehicles as it presently existed.

With no questions from the Board, Commissioner Smith **moved** to approve Resolution 2022-56 adopting the Gunnison County policy and procedures regarding security transportation services and authorize the full Board’s signatures. Commissioner Mason seconded. Motion carried unanimously.

LOT CLUSTER AGREEMENT AND DECLARATION; J REED BUMGARNER; LUC-22-00064:

Community Development Administrative Services Manager Beth Baker was present in the room for this report and to answer any Board questions. She informed the Board that Reed Bumgarner had applied for a lot cluster of two adjacent lots on Kebler Pass to become one lot of 142.05 acres. The County Attorney’s Office had reviewed all documents and found them to be legally sufficient, there were no HOAs, taxes were current, there were no liens, and no utility easements at that location.

The Board all expressed their approval for this, and it was **moved** by Commissioner Houck to approve the Lot Cluster Agreement and Declaration for J Reed Bumgarner, LUC-22-00064 and authorize the signature of the full Board on the document. Commissioner Smith seconded. Motion carried unanimously.

The Board then signed the document; Commissioner Mason gave permission to use his signature stamp on the document (as he was attending remotely).

RESOLUTION APPROVING THE GRANT APPLICATION FOR A TRANSFORMATIONAL AFFORDABLE HOUSING, HOMEOWNERSHIP, AND WORKFORCE HOUSING GRANT PROGRAM FROM THE COLORADO DIVISION OF HOUSING:

Assistant County Manager for Community and Economic Development Cathie Pagano and Assistant County Manager for Operations & Sustainability John Cattles were both present in the room to give a report and answer any of the Board’s questions.

ACM Pagano let the Board know that the first applications were due January 1st, 2023. The County’s first request would be for \$10 million towards the Whetstone housing project, with another request of \$1.5 million in the process. She was requesting the County Manager’s signature on the application submission.

Commissioner Smith wondered if ACM Pagano had a sense of how competitive this application would be. ACM Pagano replied that their consultant had informed them that they did receive a positive response for applying for this and for funding for the Mountain View senior housing project. She further noted that this seemed to be an incredibly fast roll out, with the agency not knowing all the answers for the applications yet, but a significant amount of information was required for the submission. ACM Cattles added that it seemed like the state was struggling with adapting their existing programs to the AMI needed for Gunnison County. He reported on a productive discussion with state staff regarding the way Gunnison County’s projects and AMIs needed to work for funding.

The Board, ACM Pagano and ACM Cattles also discussed for several minutes the county’s eligibility, non-compete strategies with Crested Butte, and statewide competition for funds.

With the Board’s full support, Commissioner Smith **moved** to approve Resolution 2022-57 Approving the Grant Application for a Transformational Affordable Housing, Homeownership, and Workforce Housing Grant Program from the Colorado Division of Housing. Commissioner Mason seconded. Motion carried unanimously.

CRESTED BUTTE SOUTH POA COVENANT AMENDMENTS; LUC-21-00061: Present for discussion and to answer any questions from the Board were Assistant County Manager for Community and Economic Development Cathie Pagano, Community and Economic Development Planner Sean Pope, and Attorney Beth Appleton representing Crested Butte South.

County Attorney advised the Board at the beginning of the discussion that, per Resolution 2017-5, the Board’s review would be limited to the question of whether any covenant that has been approved by the

subdivision was less strict than the requirements of the LUR. He noted that Planner Sean Pope had identified that there was a part that was less restrictive.

Planner Sean Pope then went over the amendments, advising that he had found one issue less restrictive, which was the set backs allowing landscaping in a 10-foot set back rather than the 15-foot setback the county allows. He stated that he did not see significant impacts, and he recommended to approve the covenant amendments.

With no questions from the Board, Commissioner Houck stated that he did not see anything to sign, and then found that a document had been brought to the meeting by Atty Appleton for signature. Commissioner Houck then requested that CA Hoyt review the document and approve it before they sign.

Commissioner Smith then **moved** to approve the Crested Butte South POA Covenant amendments, LUC-21-00061 and authorize the board's signature on document provided that morning. Commissioner Mason seconded. Motion carried unanimously.

GV HEAT PROGRAM DISCUSSION: Chairperson Houck introduced the discussion by explaining this was a program for helping our community's residents afford the cost of heating their homes. CM Birnie added that ACM Cattles had indicated this would need to be invoiced in 2022. He informed the commissioners that the remaining balance in their discretionary funds was right around \$10,000.

With all three commissioners expressing their support for the program, CM Birnie asked CA Hoyt for direction on the motion, regarding whether or not they needed to stipulate an exact amount. CA Hoyt suggested that they could just state an amount not to exceed a dollar amount.

Moved by Commissioner Houck, seconded by Commissioner Smith, to have the Board of County Commissioners expend the remaining amount of their discretionary funds – not to exceed \$11,000, but to the actual remaining amount – to the GV Heat Program, with the intent of supplementing a program addressing needs within our community, as a grant. Motion carried unanimously.

CHANGE OF AGENDA: 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: Chairperson Houck noted that this discussion might be informed by updates in the upcoming Work Session, so he elected to recess the meeting rather than adjourn at this point. Commissioner Mason suggested doing unscheduled citizens now, before recessing the regular meeting. Chairperson Houck agreed with this. The Commissioner Items were elected to go to the very end as well.

UNSCHEDULED CITIZENS: No one was present either in the room or remotely via Zoom for comment.

BREAK: Chairperson Houck called for a short break in the meeting from 10:08 am to 10:17 am.

RECESS: Chairperson Houck recessed the Gunnison County Board of County Commissioners regular meeting immediately after the break, in order to hold the Gunnison/Hinsdale Board of Human Services regular meeting.

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING: This separate meeting was held from 10:17 am to 10:41 am. Please refer to separate meeting minutes on record for the Gunnison/Hinsdale Board of Human Services.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION: This separate work session was held from 10:41 am to 12:27 pm. No minutes are taken at work sessions; however, you may view the full agenda and work session recording online at <https://gunnisoncounty.org/177/Agendas-Portfolios-Recordings-Minutes>.

BREAK: Chairperson Houck called for a break from 12:27 pm to 12:31 pm.

RESUMED: Chairperson Houck resumed the Gunnison County Board of County Commissioners regular meeting at 12:31 pm.

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: Commissioner Smith let the Board know that she had emailed a draft comment letter to each of the commissioners, Board member Kathleen Curry of the Colorado River Water Conservation District, and Attorney John McCLOW and General Manager Sonja Chavez of the Upper Gunnison River Water Conservancy District. She expressed how important she felt it was to make comments for Blue Mesa Reservoir. Commissioner Smith then went over the letter with the Board. Topics discussed included water releases, water quality, differing needs for conservation efforts, wildfire resiliency as a headwaters community, accounting for tribal use, and accounting for evaporation. Commissioner Houck approved the letter, and Commissioner Mason expressed his support for her comments, adding that it gave a personal touch among the others who would be contributing more technical impact comments.

Moved by Commissioner Smith to finalize the comment letter – accounting for slight edits as needed in the scope of the comments looked at that day - to format, sign and submit the final letter to the Bureau of Reclamation by the deadline which was that day, December 20, 2022. Commissioner Mason seconded. Motion carried unanimously.

COMMISSIONER ITEMS:

Commissioner Mason

1. Meeting with the Forest Service regarding the Lead King Loop working group recommendations. Commissioner Mason explained that they were looking at what the process might be to get their working group recommendations into process. He noted that they were still getting comments from citizens wanting to close the road. Commissioner Mason went over some of the options discussed, including obtaining a gate keeper type of obstacle or utilizing a water bar system at the bottom of the hill. They had also talked about signage which was more visible as visitors go up the hill. Other recommendations looked at included parking on Forest Service land and County easement to make parking more functional. Commissioner Mason stated that they were planning to meet again in late February with the Forest Service and the Town of Marble to discuss implementation for Spring 2023. The recommendation from the group had been to continue to keep County Road 3 open during this time but to work on implementing some of the suggestions.
2. Attended a Region 10 meeting. Commissioner Mason reported that Region 10 had hired a consultant to put together a regional workforce housing portfolio. They had advised that it will take about 6,600 units over 10 years in the region’s six counties, at an estimated cost of \$2.4 billion in order to alleviate the workforce housing issues. The consulting firm had also estimated that it would take around 4,000 jobs to accomplish that scope of building. Commissioner Mason also stated that it had been interesting to hear what it was really like for people in our region, and he noted the difficulties for people in Montrose County to live within their wages. The Region 10 group had also discussed manufactured housing and what it would take to get a community started. Shipping and supply issues were looked at as well.
3. Airport news. Commissioner Mason reported on the times for JSX direct flights now available from Austin, Texas to Gunnison. He also reported on projected load factors for United’s Houston flights in December and January, and Dallas/Ft. Worth with American Airlines, adding that booked percentages were looking strong.

Commissioner Smith

1. Participated in two showings of the documentary “A Decent Home.” Commissioner Smith stated that the documentaries had been shown in both Crested Butte and Gunnison, with very good turnout. She had visited with the members of the Gunnison City Council who had attended, and she noted the film had seemed to give them a sense of urgency regarding the issue of mobile home parks and what we could be doing locally.
2. Attended the Gunnison County Chamber’s holiday open house on December 15th. Commissioner Smith explained that the event celebrated our local businesses and gave everyone there an opportunity to mingle and share some of the Chamber’s news with the community.

Commissioner Houck

1. Continued with work on the Wildlife Corridor and the BLM Resource Management Plan amendments for Gunnison Basin Sage-grouse.
2. Continuing to work with CA Matt Hoyt on the Thompson Divide withdrawal language.
3. Working on a Resiliency Recovery piece with Commissioner-elect Laura Puckett Daniels.

ADJOURN: Chairperson Houck adjourned the Gunnison County Board of County Commissioners regular meeting at 12:55 pm.

Jonathan Houck, Chairperson

Roland Mason, Vice-Chairperson

Liz Smith, Commissioner

Minutes Prepared By:

Melanie Bollig, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

**GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT
RESOLUTION NO: 2022-4**

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 Smith, seconded by Commissioner Mason, and adopted this 20th day of December 2022.

GUNNISON RIVER VALLEY
LOCAL MARKETING DISTRICT

Houck – yes, Mason – yes, Smith – yes

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	

**GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO: 2022-004**

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 Smith, seconded by Commissioner Mason, and adopted this 20th day of December 2022.

GUNNISON COUNTY
HOUSING AUTHORITY

Houck – yes, Mason – yes, Smith – yes

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)	

**GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO: 2022-005**

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 Smith, seconded by Commissioner Mason, and adopted this 20th day of December 2022.

HOUSING AUTHORITY BOARD
GUNNISON COUNTY

Houck – yes, Mason – yes, Smith – yes

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 2022-47**

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 Smith, seconded by Commissioner Mason, and adopted this 20th day of December 2022.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes, Mason – yes, Smith – yes

APPENDIX A

ORG	OBJECT	PROJECT	COMMENT	DEBIT	CREDIT	TOTAL	FUND
01158000	44232	G2010	ADD BJA GRANT TO BUDGET		\$ 122,294.00		01
01808000	44249		VETERENS BUDGET INCREASE		24,580.00		01
01120000	44280	G3700	ADD JBBS GRANT TO BUDGET		77,462.00		01
01550000	44280	G3850	ADD CCR&R GRANT TO BUDGET		5,587.00		01
01550000	44280	G3860	ADD FCCH GRANT TO BUDGET		6,555.00		01
01550000	44280	G7107	INCREASE E & E BUDGET		19,877.00		01
01120000	44280	G3700	INCREASE JBBS GRANT		30,290.00		01
01550000	44280	G3870	ADD LCO GRANT TO BUDGET		16,564.00		01
01550000	44280	G3710	INCREASE BUDGET		12,400.00		01
01705000	44281	G3730	ADD EIAF A00206 TO BUDGET		3,400.00		01
01580000	44282	G7110	INCREASE FP TITLE X BUDGET		38,348.00		01
01550000	44282	G7100	INCREASE BUDGET		10,235.00		01
01108000	44283	G3810	ADD BODY CAMERA GRANT		16,571.00		01
01123000	44283	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
01808000	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		64,982.00		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
01580000	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		188.00		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
01580000	55250	G7110	INCREASE FP TITLE X BUDGET		34.00		01
01122020	55280	G7380	INCREASE PRIVATE GRANTS BUDGET		3.00		01
01550000	55280	G7107	INCREASE E & E BUDGET		8.00		01
01808000	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
01808000	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	56810		CSU-EXT BUDGET AMENDMENT		200.00		01
01580000	56851	G7110	INCREASE FP TITLE X BUDGET		10,000.00		01
01580000	56852	G7110	INCREASE FP TITLE X BUDGET		2,300.00		01
01808000	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		800.00		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
01388000	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
01580000	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	G3850	ADD CCR&R GRANT TO BUDGET	3,970.00	01
01550000	55112	G3860	ADD FCCH GRANT TO BUDGET	4,548.00	01
01808000	55112		VETERENS BUDGET INCREASE	17,250.00	01
01388000	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	G3870	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	188.00	01
01550000	55210	G3850	ADD CCR&R GRANT TO BUDGET	304.00	01
01550000	55210	G3860	ADD FCCH GRANT TO BUDGET	348.00	01
01808000	55210		VETERENS BUDGET INCREASE	1,320.00	01
01388000	55210		FAC MTCE PERSONAL BUDGET	270.00	01
01158000	55210	G7700	ADD PAT GRANT TO BUDGET	400.00	01
01580000	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	G3870	ADD LCO GRANT TO BUDGET	708.00	01
01158000	55210	G2010	ADD BJA GRANT TO BUDGET	4,500.00	01
01158000	55220	G7700	ADD PAT GRANT TO BUDGET	400.00	01
01580000	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	G3870	ADD LCO GRANT TO BUDGET	3,452.00	01
01158000	55220	G2010	ADD BJA GRANT TO BUDGET	6,500.00	01
01122020	55210	G7380	ADD PRIVATE GRANTS TO BUDGET	188.00	01
01550000	55210	G3850	ADD CCR&R GRANT TO BUDGET	304.00	01
01550000	55210	G3860	ADD FCCH GRANT TO BUDGET	348.00	01
01808000	55210		VETERENS BUDGET INCREASE	1,320.00	01
01388000	55210		FAC MTCE PERSONAL BUDGET	270.00	01
01158000	55210	G7700	ADD PAT GRANT TO BUDGET	400.00	01
01580000	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	G3870	ADD LCO GRANT TO BUDGET	708.00	01
01158000	55210	G2010	ADD BJA GRANT TO BUDGET	4,500.00	01
01158000	55220	G7700	ADD PAT GRANT TO BUDGET	400.00	01
01580000	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	G3870	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	G3850	ADD CCR&R GRANT TO BUDGET	104.00	01
01550000	55230	G3860	ADD FCCH GRANT TO BUDGET	119.00	01
01158000	55230	G7700	ADD PAT GRANT TO BUDGET	125.00	01
01580000	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	G3870	ADD LCO GRANT TO BUDGET	481.00	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	G3850	ADD CCR&R GRANT TO BUDGET	6.00	01
01550000	55240	G3860	ADD FCCH GRANT TO BUDGET	7.00	01
01808000	55240		VETERENS BUDGET INCREASE	30.00	01
01388000	55240		FAC MTCE PERSONAL BUDGET	10.00	01
01158000	55240	G7700	ADD PAT GRANT TO BUDGET	30.00	01
01580000	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	G3870	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	G3850	ADD CCR&R GRANT TO BUDGET	7.00	01
01550000	55250	G3860	ADD FCCH GRANT TO BUDGET	7.00	01
01808000	55250		VETERENS BUDGET INCREASE	20.00	01
01388000	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	G3870	ADD LCO GRANT TO BUDGET	22.00	01
01158000	55250	G2010	ADD BJA GRANT TO BUDGET	78.00	01
01122020	55280	G7380	ADD PRIVATE GRANTS TO BUDGET	3.00	01
01550000	55280	G3850	ADD CCR&R GRANT TO BUDGET	5.00	01
01550000	55280	G3860	ADD FCCH GRANT TO BUDGET	6.00	01
01808000	55280		VETERENS BUDGET INCREASE	30.00	01
01158000	55280	G7700	ADD PAT GRANT TO BUDGET	10.00	01
01580000	55280	G7110	INCREASE FP TITLE X BUDGET	24.00	01
01550000	55280	G7109	ADD CIRCLE GRANT TO BUDGET	10.00	01
01550000	55280	G3870	ADD LCO GRANT TO BUDGET	11.00	01
01158000	55280	G2010	ADD BJA GRANT TO BUDGET	30.00	01
01550000	56110	G3860	ADD FCCH GRANT TO BUDGET	55.00	01
01550000	56110	G3870	ADD LCO GRANT TO BUDGET	1,320.00	01
01152000	56120	G7800	ADD YOUTH WELLNESS	1,500.00	01
01120000	56120	G3700	ADD JBBS GRANT TO BUDGET	5,000.00	01
01550000	56120	G3850	ADD CCR&R GRANT TO BUDGET	379.00	01
01550000	56120	G3860	ADD FCCH GRANT TO BUDGET	1,122.00	01
01580000	56120	G7110	INCREASE FP TITLE X BUDGET	19,800.00	01
01550000	56120	G7109	ADD CIRCLE GRANT TO BUDGET	3,750.00	01
01550000	56120	G3870	ADD LCO GRANT TO BUDGET	1,356.00	01
01550000	56120	G3710	INCREASE BUDGET	5,000.00	01
01580000	56170	G7110	INCREASE FP TITLE X BUDGET	55.00	01
01580000	56810	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	81,962.00	01
01123000	57324	G3820	ADD GRANT TO BUDGET	38,000.00	01
01158000	57324	G2010	ADD BJA GRANT TO BUDGET	70,000.00	01
01152000	57329	G7800	ADD YOUTH WELLNESS	18,900.00	01
01122020	57329	G7380	ADD PRIVATE GRANTS TO BUDGET	14,088.00	01
01122020	57329	G7380	INCREASE PRIVATE GRANTS BUDGET	12,707.00	01
01808000	57329		VETERENS BUDGET INCREASE	18,510.00	01
01158000	57329	G7700	ADD PAT GRANT TO BUDGET	2,805.00	01
01120000	57329	G3700	INCREASE JBBS GRANT	34,790.00	01
01580000	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	G7800	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	G7800	ADD YOUTH WELLNESS	2,400.00	01
01550000	57341	G3710	INCREASE BUDGET	400.00	01
01560000	57381	G3850	ADD CCR&R GRANT TO BUDGET	812.00	01
01580000	57381	G7110	INCREASE FP TITLE X BUDGET	700.00	01
01152000	57410	G7800	ADD YOUTH WELLNESS	1,000.00	01
01550000	57410	G3860	ADD FCCH GRANT TO BUDGET	345.00	01
01580000	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	G7800	ADD YOUTH WELLNESS	1,000.00	01
01580000	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	180.00	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	57600	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	18,571.00		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
03385110	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
03380190	44280	G3160	ADD FAMILY FIRST	43,598.00		03
03340180	56110		BUDGET REALLOCATION	19,430.00		03
03380120	59012		RMS EXPENSE	12,860.00		03
03380210	59012		RMS EXPENSE	1,800.00		03
03380620	59012		RMS EXPENSE	570.00		03
03380710	59012		RMS EXPENSE	1,160.00		03
			HHS FUND REVENUES	-	212,086.00	(212,086.00)
03340180	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
03380190	56180	G3160	ADD FAMILY FIRST	250.00		03
03380190	57020	G3160	ADD FAMILY FIRST	420.00		03
03380190	57329	G3160	ADD FAMILY FIRST	22,800.00		03
03350210	57352		BUDGET AMENDMENTS	2,150.00		03
03380190	57361	G3160	ADD FAMILY FIRST	1,500.00		03
03380190	57410	G3160	ADD FAMILY FIRST	6,300.00		03
03380190	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
03380110	59012		RMS EXPENSE	12,860.00		03
03380220	59012		RMS EXPENSE	980.00		03
03380610	59012		RMS EXPENSE	570.00		03
03380720	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
04558000	44497	G3840	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	1,840.00		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	698.00		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
04558000	56110	G3840	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
04558000	56120	G3840	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	800.00		04
04555000	57324	G7331	CFC VACCINE EQUITY GRANT	3,000.00		04
04558000	57324	G3840	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	8,000.00		04
04555000	57329	G4010	Increase Harm Reduction Grant	78,620.00		04
04555000	57330	G7331	CFC VACCINE EQUITY GRANT	300.00		04
04555000	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
04558000	57410	G3840	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
04558000	57480	G3840	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	G3840	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	G3840	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	G3840	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	G3840	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	G3840	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	G3840	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	78.00		04
04555000	57310	G4010	Increase Harm Reduction Grant	1,380.00		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	G3840	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
04555000	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	380.00	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	57810		AIRPORT 10TH STREET PROPERTY	166,090.00	10
10613050	57820		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	-
51335000	57352		BUDGET AMENDMENTS	2,150.00	51
			WATER FUND EXPENDITURES	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
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	-
			GRAND TOTAL	\$ 19,973,021.00	\$ 17,260,925.00
					\$ 2,712,096.00

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 2022-48**

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 self supporting; and

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the following charges and fees are hereby established, to be effective January 1, 2023:

Fee Distribution Rates per Unit

CHARGE	Recycling	Closure	Constr	Sage Grouse	State Fees	Land-fill	TOTAL	
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:

Fee Distribution Rates per Unit

CHARGE	Recycling	Closure	Constr	Sage Grouse	State Fees	Landfill	TOTAL	
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 Smith, seconded by Commissioner Mason, and adopted this 20th day of December 2022.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes, Mason – yes, Smith – yes

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 2022-49**

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 Smith, seconded by Commissioner Mason, and Adopted and Effective this 20th day of December 2022.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes, Mason – yes, Smith – yes

APPENDIX A

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

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

<u>WATER SUPPLY SIZE</u>	<u>STANDARD FEE</u>	<u>AFFORDABLE/ WORKFORCE* FEE</u>
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 THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 2022-50**

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 Smith, seconded by Commissioner Mason, and adopted this 20th day of December 2022.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes, Mason – yes, Smith – yes

APPENDIX A

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

	<u>QTRLY BASE RATE</u>	<u>BASE GAL.</u>	<u>OVERAGE RATES</u>
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

<u>METER SIZE</u>	<u>STANDARD FEE</u>	<u>AFFORDABLE WORKFORCE FEE</u>
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

* Deed restricted housing unit.

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 2022-51**

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 Smith, seconded by Commissioner Mason, and adopted this 20th day of December 2022.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes, Mason – yes, Smith – yes

APPENDIX A

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

QTRLY BASE RATE

RESIDENTIAL	\$ 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

<u>WATER SUPPLY SIZE</u>	<u>FEE</u>	<u>AFFORDABLE/ WORKFORCE*</u> <u>FEE</u>
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

<u>CUSTOMER CLASSIFICATION</u>	<u>FACTOR</u>	<u>FACTOR UNIT</u>
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 THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 2022-52**

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 Smith, seconded by Commissioner Mason, and adopted this 20th day of December 2022.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes, Mason – yes, Smith – yes

APPENDIX A

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

	<u>QTRLY BASE RATE</u>	<u>BASE GAL.</u>	<u>OVERAGE RATES</u>
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

<u>METER SIZE</u>	<u>STANDARD FEE</u>	<u>AFFORDABLE/ WORKFORCE* FEE</u>
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

<u>CUSTOMER CLASSIFICATION</u>	<u>FACTOR</u>	<u>FACTOR UNIT</u>
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 THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 2022-53**

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 Smith, seconded by Commissioner Mason, and adopted this 20th day of December 2022.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes, Mason – yes, Smith – yes

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		AFFORDABLE/ WORKFORCE* FEE
	PAYING AVAILABILITY	NOT PAYING AVAILABILITY	
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

<u>CUSTOMER CLASSIFICATION</u>	<u>FACTOR</u>	<u>FACTOR UNIT</u>
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 THE COUNTY OF GUNNISON, COLORADO
 RESOLUTION NO: 2022-54**

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 Smith, seconded by Commissioner Mason, and adopted this 20th day of December 2022.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes, Mason – yes, Smith – yes

APPENDIX A

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

QTRLY BASE RATE

RESIDENTIAL	\$ 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

<u>WATER SUPPLY SIZE</u>	<u>STANDARD FEE</u>	<u>AFFORDABLE/ WORKFORCE* FEE</u>
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 THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 2022-55**

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 Smith, seconded by Commissioner Mason, and adopted this 20th day of December 2022.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes, Mason – yes, Smith – yes

APPENDIX A

GUNNISON COUNTY, COLORADO
TOMICHI DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER UTILITY INVESTMENT FEE

<u>WATER SUPPLY SIZE</u>	<u>STANDARD FEE</u>
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.

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 2022-56**

A RESOLUTION ADOPTING THE GUNNISON COUNTY POLICY AND PROCEDURES REGARDING
SECURITY 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 Smith, seconded by Commissioner Mason, and adopted this 20th day of December 2022.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes, Mason – yes, Smith – yes

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
3. 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 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).

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 2022-57**

**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 Smith, seconded by Commissioner Mason, and adopted on this 20th day of December 2022.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes, Mason – yes, Smith – yes

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Parks and Wildlife Impact As

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Parks and Wildlife

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Colorado Parks and Wildlife Impact Assistance Grant for payment in lieu of taxes.

Fiscal Impact:

Submitted by: Vicki Hildreth

Submitter's Email Address: vhildreth@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 2/15/2023

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 2/21/2023

Memo

To: Katherine Haase
From: Vicki Hildreth
Date: February 10, 2023
Re: Colorado Parks and Wildlife - Impact Assistance Grant Application

Attached please find the Impact Assistance Grant Application to be submitted to Colorado Parks and Wildlife (CPW). This application has been updated to include assessment rate changes for year 2022. **The application requires one County Commissioner name and signature. This application must be received by the Colorado Parks and Wildlife by March 3rd, 2023.** Applications received after this date will not be processed.

NEW THIS YEAR: Email submission is preferred; send the completed and signed application to: krista.frank@state.co.us

Alternately, applications may be submitted by mail to:
Colorado Parks and Wildlife
Real Estate Section
6060 Broadway Denver, CO 80216
Attn: Krista Frank, IAG Application

Once the signed original application has been emailed or mailed to CPW, please return a copy of the signed application to both the Assessor's Office and the Treasurer's Office.

Complete information about this application can be found at:

<https://cpw.state.co.us/aboutus/Pages/LandWaterImpactAssistance.aspx>

Here are some of the specifics about the application:

The following information is required for the application to be accepted by the CPW:

- 1) *On the Cover Page:*
 - a) *Date*
 - b) *One County Commissioner name & signature*
 - c) *Name and Email address of person filling out the application*
- 2) *On the Application pages:*
 - a) *Parcel(s)/Schedule(s) #'s*
 - b) *Assessed Value Per Acre*
 - c) *Mill Levies*

Impact Assistance Grant Application Form - WILDLIFE

County Gunnison

Tax Year 2022

WILDLIFE Parcel(s)/Schedule#(s) R002082, R045547

Tax Area 100

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated			\$0.00
			\$0.00
			\$0.00
			\$0.00
Irrigated Meadow	2	\$100.00	\$200.00
	14	\$100.00	\$1,400.00
			\$0.00
			\$0.00
Dry Farm			\$0.00
			\$0.00
			\$0.00
			\$0.00
Grazing			\$0.00
			\$0.00
			\$0.00
			\$0.00
Forest Ag			\$0.00
			\$0.00
			\$0.00
			\$0.00
Waste			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total Acres	16	Combined Total	\$1,600.00

Total Mill Levy for this Taxing Area 59.20200000

Total WILDLIFE Amount Requested for this Taxing Area \$94.72

Impact Assistance Grant Application Form - WILDLIFE

County Gunnison

Tax Year 2022

WILDLIFE Parcel(s)/Schedule#(s) R004142, R004196, R014482

Tax Area 400

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated			\$0.00
			\$0.00
Irrigated Meadow			\$0.00
			\$0.00
			\$0.00
Dry Farm			\$0.00
Grazing	1	\$30.00	\$30.00
	2	\$30.00	\$60.00
			\$0.00
Forest Ag			\$0.00
			\$0.00
Waste	2	\$10.00	\$20.00
			\$0.00
Total Acres	5		Combined Total \$110.00

Total Mill Levy for this Taxing Area 70.97400000

Total WILDLIFE Amount Requested for this Taxing Area \$7.81

Impact Assistance Grant Application Form - WILDLIFE

County Gunnison

Tax Year 2022

WILDLIFE Parcel(s)/Schedule#(s) R032643; R009654; R007138; R007139; R032617; R030914; R007292; R032826;
R032827; R030917; R030916; R007246; R025285; R009667; R007105; R008369;
R043520; R045546; R007385; R043713; R042903; R030551 (3701-000-00-140)
R009669, R031623

Tax Area 601

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated Meadow	135	\$100.00	\$13,500.00
	376	\$80.00	\$30,080.00
	295	\$60.00	\$17,700.00
	204	\$100.00	\$20,400.00
	4	\$100.00	\$400.00
	3	\$60.00	\$180.00
	180	\$100.00	\$18,000.00
	57	\$60.00	\$3,420.00
	237	\$100.00	\$23,700.00
	43	\$100.00	\$4,300.00
Grazing	10589	\$10.00	\$105,890.00
	1097	\$10.00	\$10,970.00
	142	\$10.00	\$1,420.00
	959	\$10.00	\$9,590.00
	171	\$20.00	\$3,420.00
	684	\$10.00	\$6,840.00
	546	\$10.00	\$5,460.00
	2	\$10.00	\$20.00
	160	\$10.00	\$1,600.00
	160	\$10.00	\$1,600.00
	143	\$10.00	\$1,430.00
	10	\$10.00	\$100.00
	3	\$20.00	\$60.00
	15	\$10.00	\$150.00
40	\$10.00	\$400.00	
Waste	138	\$10.00	\$1,380.00
	14	\$10.00	\$140.00
	23	\$10.00	\$230.00
Total Acres	16470		Combined Total \$282,780.00

Total Mill Levy for this Taxing Area 59.83900000

**Total WILDLIFE Amount Requested
for this Taxing Area \$16,921.27**

Impact Assistance Grant Application Form - WILDLIFE

County Gunnison

Tax Year 2022

WILDLIFE Parcel(s)/Schedule#(s) R030915

Tax Area 609

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated			\$0.00
			\$0.00
			\$0.00
			\$0.00
Irrigated Meadow			\$0.00
			\$0.00
			\$0.00
			\$0.00
Dry Farm			\$0.00
			\$0.00
			\$0.00
			\$0.00
Grazing	238	\$10.00	\$2,380.00
			\$0.00
			\$0.00
			\$0.00
Forest Ag			\$0.00
			\$0.00
			\$0.00
			\$0.00
Waste			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total Acres	238	Combined Total	\$2,380.00

Total Mill Levy for this Taxing Area 58.10700000

Total WILDLIFE Amount Requested for this Taxing Area \$138.29

Impact Assistance Grant Application Form - WILDLIFE

County Gunnison

Tax Year 2022

WILDLIFE Parcel(s)/Schedule#(s) R015677, R014082, R014379

Tax Area 617

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated			\$0.00
			\$0.00
			\$0.00
			\$0.00
Irrigated Meadow			\$0.00
			\$0.00
			\$0.00
			\$0.00
Dry Farm			\$0.00
			\$0.00
			\$0.00
			\$0.00
Grazing	1	\$30.00	\$30.00
	17	\$30.00	\$510.00
			\$0.00
			\$0.00
Forest Ag			\$0.00
			\$0.00
			\$0.00
			\$0.00
Waste	42	\$10.00	\$420.00
			\$0.00
			\$0.00
			\$0.00
Total Acres	60		Combined Total \$960.00

Total Mill Levy for this Taxing Area 64.46900000

Total WILDLIFE Amount Requested for this Taxing Area \$61.89

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Three Letters of Support for Town of

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Town of CB is applying for grants with three places - Upper Gunnison River Water Conservancy District, Colorado River District, and the Colorado Water Conservation Board - for funding on the Coal Creek Dam Construction Project (aka the Lake Irwin dam replacement project). They

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 2/21/2023



Gunnison County Board of County Commissioners

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

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

Feb 21, 2023

Amy Moyer
Colorado River District
Partnership Project Funding Program
201 Centennial Street, PO Box 1120
Glenwood Springs, CO, 81602
Sent via email to amoyer@crwcd.org

Dear Ms. Amy Moyer,

The Gunnison County Board of County Commissioners supports the Town of Crested Butte's (Town) application for funding from the Colorado River District to assist with the Coal Creek Dam Construction Project (CCDC). The CCDC (formerly known as Lake Irwin Valve and Piping Project) was reclassified from an unclassified condition to High Hazard Dam based on a dam breach model analysis which was requested by the State Engineer's Office. The High Hazard Dam reclassification means that its failure could result in loss of life, as well as property damage.

The CCDC project is required to reduce the risk of a catastrophic failure of the 85-year-old valve/vault and 150-year-old intake structure, which are currently exhibiting signs of fatigue and/or failure. The new improvements will allow Town staff to reliably operate the valve to better plan water demand management, manage Lake Irwin water levels into the foreseeable future, and continue to deliver additional flows to downstream users. Through its budgetary allocation of \$1.9 in 2021 Town's Enterprise Masterplan, the Town has demonstrated their commitment to this project.

In addition, the Town holds water rights in Lake Irwin and utilizes the Coal Creek Dam infrastructure to deliver water from Lake Irwin to Coal Creek. These flows increase water quality and quantity for fish and invertebrate habitat, as well as enhance recreational activities. Additionally, releases from Lake Irwin create a sustainable drinking water supply for the Town of Crested Butte, which holds a 6 cfs water right in Coal Creek and Wildcat Creek for domestic water uses. Finally, the flows from Lake Irwin facilitate several downstream water rights and uses, including three Town owned rights for irrigation, a Colorado Water Conservation Board (CWCB) instream flow right, and multiple agricultural water rights.

The Gunnison County Commissioners understand the positive benefits that this project affords to multiple stakeholders within the surrounding community and supports the engineering, design, and eventual construction of the improvements.

Regards,

Gunnison County Board of Commissioners

Jonathan Houck, Commissioner

Liz Smith, Commissioner

Laura Puckett Daniels, Commissioner



Gunnison County Board of County Commissioners

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

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

Feb 21, 2023

Sonja Chavez, General Manager
Upper Gunnison River Water Conservancy District
210 West Spencer Avenue, Suite B
Gunnison, Colorado 81230
Sent via email to schavez@ugrwcd.org

Dear Ms. Sonja Chavez,

The Gunnison County Board of County Commissioners supports the Town of Crested Butte's (Town) application for funding from the Upper Gunnison River Water Conservancy District to assist with the Coal Creek Dam Construction Project (CCDC). The CCDC (formerly known as Lake Irwin Valve and Piping Project) was reclassified from an unclassified condition to High Hazard Dam based on a dam breach model analysis which was requested by the State Engineer's Office. The High Hazard Dam reclassification means that its failure could result in loss of life, as well as property damage.

The CCDC project is required to reduce the risk of a catastrophic failure of the 85-year-old valve/vault and 150-year-old intake structure, which are currently exhibiting signs of fatigue and/or failure. The new improvements will allow Town staff to reliably operate the valve to better plan water demand management, manage Lake Irwin water levels into the foreseeable future, and continue to deliver additional flows to downstream users. Through its budgetary allocation of \$1.9 in 2021 Town's Enterprise Masterplan, the Town has demonstrated their commitment to this project.

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Regards,

Gunnison County Board of Commissioners

Jonathan Houck, Commissioner

Liz Smith, Commissioner

Laura Puckett Daniels, Commissioner



Gunnison County Board of County Commissioners

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

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

Feb 21, 2023

Ben Wade, Project Manger
Colorado Water Conservation Board
1313 Sherman Street
Denver, CO 80203
Sent via email to ben.wade@state.co.us

Dear Mr. Ben Wade,

The Gunnison County Board of County Commissioners supports the Town of Crested Butte's (Town) application for funding from the Colorado Water Conservation Board to assist with the Coal Creek Dam Construction Project (CCDC). The CCDC (formerly known as Lake Irwin Valve and Piping Project) was reclassified from an unclassified condition to High Hazard Dam based on a dam breach model analysis which was requested by the State Engineer's Office. The High Hazard Dam reclassification means that its failure could result in loss of life, as well as property damage.

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The Gunnison County Commissioners understand the positive benefits that this project affords to multiple stakeholders within the surrounding community and supports the engineering, design, and eventual construction of the improvements.

Regards,

Gunnison County Board of Commissioners

Jonathan Houck, Commissioner

Liz Smith, Commissioner

Laura Puckett Daniels, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Attorney Fee Agreement; Clay, Dodson

Action Requested: Other Authorization for County Attorney's signature

Parties to the Agreement: Clay, Dodson, & Skarka & BOCC

Term Begins: February 21, 2023

Term Ends:

Grant Contract #:

Summary:

Board of County Commissioner acknowledges that Clay, Dodson, and Skarka will provide legal services only for the matter of the 2023 application to the State of Colorado Division 4 Water Court diligence.

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: 2/17/2023

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 2/17/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 2/21/2023

Clay, Dodson & Skarka, PLLC

415 Palmer, Delta, CO 81416

(970)-874-9777

ATTORNEY FEE AGREEMENT

THIS AGREEMENT is entered into between Clay, Dodson & Skarka, PLLC (hereinafter called "Attorney") and **The Board of County Commissioners of Gunnison County, State of Colorado** (hereinafter referred to as "Client." Attorney agrees to represent the Client with respect to the following Matter:

A 2023 application to the State of Colorado Division 4 Water Court for a finding of reasonable diligence, or to make absolute, certain water rights conditionally decreed to Client in Division 4 case 2016CW3075.

Client acknowledges that Attorney will provide legal services only for the matters indicated in this section unless otherwise agreed to in writing. Legal services for the matter may necessarily include, and not be limited to, conferences with Client and others; legal research; correspondence; reading, reviewing and analyzing written materials; document drafting; appearing in court, mediation or other administrative proceeding, etc.

1. Client agrees to pay attorney fees in the amount of **\$225.00** per hour, for all in-court and out-of-court work performed by attorney. Client agrees to pay paralegal/legal secretary work performed in the amount of **\$N/A** per hour. Attorney makes no representation as to the total cost of handling matters through to conclusion. Time records will be kept and billed for actions taken on the Client's behalf. Attorney fee and paralegal/legal secretary hourly rates are subject to change upon 30 day notice.

2. Client agrees to pay all actual costs and expenses, including, but not limited to filing fees, service of process, telephone charges, expert fees and reports and exhibits, photo copy costs and fax costs.

3. A retainer or advance deposit in the amount of **\$N/A** be paid to Clay, Dodson & Skarka, PLLC. This is in addition to the **\$N/A** consultation fee collected at the time consultation. We will hold the retainer in our trust account and will bill against it periodically. Any unused amount will be returned to Client. The retainer is not an estimate of total fees to complete the matter. If and when the retainer is exhausted, Attorney will require Client to replenish the retainer. At Attorney's option, instead of replenishing the retainer, Client may be billed monthly and Client agrees to pay such monthly bill upon receipt. A case on an account more than thirty (30) days in arrears will be subject to being closed and the attorney withdrawing from representation of the client. The matter will not be closed, nor will the attorney withdraw from the Client's representation, without prior notice to the Client.

4. If Client fails to pay timely, the account may be sent to collections. Client agrees to pay for all collection costs and expenses, including reasonable attorney's fees incurred in collection of the unpaid balance.

5. Client has the right to make all important decisions regarding the case. Client may discharge Attorney at any time, provided that Client shall first notify Attorney of his or her concerns. If Client discharges Attorney from representing the Client, Client will remain responsible for all fees and costs incurred to the date of termination. Attorney has the right to terminate this agreement and/or withdraw from representation upon actual or written notice to Client.

6. Client shall notify Attorney of any change in address or telephone.

7. Attorney makes no promises or guarantees regarding the outcome of Client's case or other legal matters. Attorney's comments regarding the outcome of the case or other legal matters are mere expressions of opinion. Attorney does not guarantee any time frame within which Client's case or other legal matter will be resolved.

8. Litigation is often time consuming, and outcomes unpredictable. Reasonable people can disagree with one another, including judges, attorneys, expert witness and lay witnesses. You are advised that alternative means to resolving a dispute with an opposing party are available, including mediation and/or arbitration. In addition, courts may order parties to complete alternative dispute resolution after a case is filed.

9. Client understands and expressly agrees that the Attorney may withdraw from representation at any time, including but not limited to, if Client fails to abide by the terms of this agreement, make timely payment of any bill or any requested additional retainer, cooperate in the preparation and prosecution of this matter, make truthful and complete disclosure, or otherwise takes any action which impedes the ability of Attorney to provide adequate and ethical representation. Client shall remain liable for all attorneys' fees and expenses incurred to date of withdrawal.

10. Client agrees that, should any dispute arise among the parties concerning this agreement, attorney's fees, or any aspect of the case or attorney's handling of the case, any such dispute shall be resolved according to Colorado Law. Client further agrees that this agreement is entered into in Colorado, will be performed in Colorado, and Colorado Courts shall have exclusive jurisdiction over any such dispute.

11. Client is advised to consult with a qualified tax advisor to obtain advice covering the tax consequences, if any, regarding this matter and all other matters that may be the subject of representation. Attorney does not provide tax counsel.

12. Client agrees to communicate with Attorney through electronic mail (e-mail), and Attorney may send clear text, unencrypted e-mails to client regarding this matter and all other matters.

[Signature on following page]

With the understanding of the conditions set forth in this fee agreement, Client employs Clay, Dodson & Skarka, PLLC to represent Client in the above matter.

Dated this ____ day of _____, 2023.

Matthew Hoyt
Gunnison County Attorney
On behalf of the Board of County Commissioners
Gunnison County, State of Colorado

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Contractor Agreement; Gunnison Valley

Action Requested: County Manager Signature

Parties to the Agreement: GVH, Gunnison County Sheriff's Office

Term Begins: 01/01/2023

Term Ends:

Grant Contract #:

Summary:

Service agreement for services rendered in the jail.

Fiscal Impact: \$13,700

Submitted by: Josh Ashe

Submitter's Email Address: JASHE@GUNNISONCOUNTY.ORG

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 2/17/2023

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. Alex worked on this transaction and should be able to answer any legal questions. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 2/16/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/17/2023

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 2/21/2023

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT (“Agreement”) entered into this ___ day of _____, 2023, by and between the **Board of County Commissioners of the County of Gunnison, Colorado** (“Gunnison County”) and **Gunnison Valley Health**, a tradename of Gunnison Valley Hospital, a public hospital organized pursuant to C.R.S. § 25-3-301 et seq., whose address is 711 N. Taylor St., Gunnison, CO 81230 (“Contractor”).

RECITALS

WHEREAS, the Contractor desires to provide services according to this Agreement as identified more fully in Section 1 below; and

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

AGREEMENT

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

1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth in the Scope of Services, attached as Appendix “A”.

All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor’s profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on **January 1, 2023** and shall terminate on **December 31, 2023**, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist Gunnison County with its strategy of delivering high quality services and promoting prosperous, collaborative and healthy communities, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees not to exceed **Thirteen Thousand Seven Hundred Dollars and no/100 U.S. Dollars (\$13,700.00)** (the "Compensation"). Contractor shall submit a monthly invoice, no later than the 15th of each month, to Gunnison Sheriff, att: Sgt. Midge Barton, demonstrating incurred charges for Services provided in the previous month pursuant to this Agreement. If payment shall be made by Gunnison County to Contractor, then it shall be paid within 45 days of receipt of the invoice.

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

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence in an amount no less than Four Hundred Twenty-

Four Thousand and No/100 U.S. Dollars (\$424,000.00); and for an injury to two or more persons in any single occurrence, no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00).

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

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the County under this Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars (\$424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars (\$1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars (\$424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

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

6. INDEPENDENT CONTRACTOR.

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

Contractor acknowledges and agrees that Contractor is an INDEPENDENT CONTRACTOR is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the environment, workers' compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

7. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of

any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the County.

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

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

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

8. DISCRIMINATION.

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

9. ADA COMPLIANCE.

The Contractor represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the

service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

10. 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. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.
- 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. Liability for claims for injuries to persons or property arising from the negligence of the County, 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 or any other law or rule limiting the liability of the County in relation to this Agreement.
- d. CONFIDENTIALITY AND HIPAA. Contractor agrees that all Services under this Agreement shall be performed in full compliance with all local, state and federal laws, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and confidentiality regulations of 42 CFR Part 2. Contractor acknowledges that it may receive or develop confidential information from Gunnison County in connection with its provision of Services. Contractor shall take all precautions necessary to maintain and protect the confidentiality of such information and ensure it is only used for the Services and pursuant to this Agreement.
- e. EXCLUSION, DEBARMENT AND/OR SUSPENSION. Contractor warrants and affirms that it, its employees, agents, assigns or Contractors have not been disbarred or suspended from participation, or proposed to be disbarred or suspended from participation in, any federal or state programs, is not on any debarment or suspension list under Federal Executive Order No. 12549 and 12689, and is not ineligible to participate in a "federal health care program" as defined in 42 USC § 1320a-7b(f) or in any other government payment program with any federal or State of Colorado department or agency. Contractor will maintain such status throughout the term of this Agreement and shall provide written notice to Gunnison Sheriff within 24 hours if such status is lost. If Contractor

or any of its employees, agents, assigns or Contractors are excluded, disbarred or suspended, Gunnison County shall have the ability to immediately terminate this Agreement.

- f. **CRIMINAL BACKGROUND CHECK.** Pursuant to C.R.S. § 27-90-111 and CDHS Policy VI-2.4, Contractor and its employees, agents, assigns or Contractors that have direct contact with vulnerable persons in a state-operated facility, or who provide state-funded services that involve direct contact with vulnerable persons in their home shall submit and successfully pass a criminal background check, and report any arrests, charges or summonses for any disqualifying offense as specified in C.R.S. § 27-90-111 to the State of Colorado.
- g. **CONFLICTS OF INTEREST.** Contractor warrants and affirms that it, its employees, agents, assigns or Contractors shall at all times of this Agreement not do work for or have any financial interest or other relationship with any person, entity or activity that would constitute a conflict of interest or influence or otherwise jeopardize the professional judgment of Contractor in the provision of Services under this Agreement.
- h. **OWNERSHIP OF WORK.** Subject to Gunnison County's obligation to compensate Contractor for Services, all work, reports, designs, drawing, renderings and other work product produced by Contractor under this Agreement shall belong to Gunnison County and Contractor shall not use any part thereof for purposes other than Services pursuant to this Agreement without the written consent of the County.
- i. **LEGAL AUTHORITY.** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- j. **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.
- k. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

- I. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

11. DELEGATION AND ASSIGNMENT.

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

12. TERMINATION.

Gunnison County shall have the right to terminate this Agreement at any time, with or without cause, upon ten (10) days prior written notice to the Contractor. Upon termination, Contractor shall be entitled to compensation for Services performed up to the date of termination, subject to the provisions laid out in Section 4 of this Agreement regarding compensation. Contractor shall render a final billing for work completed and expenses incurred to the date of termination within thirty (30) days following written notice of such termination and Gunnison County shall make best efforts to pay all amounts due under the final billing within a ten (10) day period.

13. NOTICES.

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

Gunnison County: Gunnison County Sheriff
510 W. Bidwell Ave.
Gunnison, Colorado 81230
Phone: 970-641-1113

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

Contractor: Jason Amrich, CEO
Gunnison Valley Health
711 N. Taylor St.
Gunnison, CO 81230

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

14. GOVERNING LAW.

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

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

16. ENTIRE AGREEMENT.

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

17. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

Contractor shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Contractor shall be subject to financial audit by federal, state or county auditors or their designees. Contractor authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Contractor. Contractor shall fully cooperate during such audit or inspections.

If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("PII") under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that any of County's

PII either could have been, or was compromised, then Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq.* Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

18. PUBLIC RECORD

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

[Remainder of page intentionally left blank – signature page follows]

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

Deputy Clerk

CONTRACTOR

By: _____
Jason Amrich, COE Gunnison valley Health

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

- Maintain up to two hours per week of medical nurse practitioner services at the Gunnison County Detention Center.
- Hire an LPN or RN for 2 hours a day of services at the Gunnison County Detention Center.

Their responsibilities would include:

- Chart creation and break down
- Maintaining the chart
- Medication administration 2x/day
- Vital signs to be taken at morning pass
- Documentation of administration and VSS findings
- Documentation of any intervention or consult required (Based on vitals or patient presentation)
- Organization and standardization of medication room and cart
- Check in process of medication received from pharmacy
- Check out process of medications discontinued or left behind d/t patient release for premises
- Transport of pharm waste/sharps to hospital for disposal

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

Deputy Clerk

CONTRACTOR

By: _____
Jason Amrich, COE Gunnison valley Health

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Rebuilding American Infrastructure with Sustainabi

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is a letter of support for the submittal of a grant application to fund the Brush Creek Intersection 100% engineering design work, including transit, trail, and road improvements. This application is for a \$1,150,350 project and would require a 20% match.

Fiscal Impact: 230,000

Submitted by: MARTIN SCHMIDT

Submitter's Email Address: mschmidt@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 2/17/2023

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/17/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 2/21/2023



Public Works Department
195 Basin Park Drive, Gunnison, CO 81230
Phone: 970-641-0044

MEMORANDUM

DATE: 2/21/2023

TO: BOCC

FROM: Gunnison County Public Works

SUBJECT: RAISE Grant Application

This project combines the needs of the community, providing 230 affordable housing units, transit connectivity, trail connections, safer roads through intersection improvements, community place making, and environmental improvements. Our proposal will provide the design necessary to build a roundabout, pedestrian underpass, transit stops, trails, and link to a transit hub, all aligning with the goals of the state and federal government for equity, sustainability, quality of life, economic impact and environmental improvement.

Most of the project, except for the multi-use trail, is located approximately two miles south of Crested Butte on Highway 135 near the intersection of Brush Creek Road near the planned Whetstone affordable and workforce housing development. The funding received from this grant would allow us to update this data and continue the planning and design process, including: 50% and 100% design plans for the roundabout, underpass, bus stop and trail. The design process for the current proposal has, and will continue to be, a collaborative effort with stakeholders and the public.

The grant budget will be used to develop detailed engineering plans for the project including all roadway, pedestrian/ bicycle and bus stop design elements as well as extensive stakeholder and public outreach. Engineering design plans at a 100% design level will be produced for the roundabout, underpass and bus stop and will include the following:

- Title Sheet
- Typical Sections
- Roadway Pavement Details
- Roadway plans
- Preliminary Storm Sewer and Drainage plans
- Roadway profiles
- Pavement Marking and Signage
- Preliminary Cross Sections
- Maintenance of Traffic (MOT) Concept
- Quantities and preliminary Estimate of Probable Cost
- Permit applications
- Utility coordination and relocation plans

The grant funds are federal and originate from the passage of the Infrastructure Investment and Jobs Act. The thresholds for receiving funds from this grant program were adjusted so that smaller planning grants for rural areas have a better opportunity to succeed. In order to be competitive staff secured Mead and Hunt to assist with the application. The grant request is for the entire probable cost of full design, \$1,150,350, where the County would be responsible for 20% matching funds. In anticipation of either continuing engineering work or getting a grant for full design, \$310,000 was budgeted for this intersection improvement 2023. If awarded, the match would be approximately \$230,000. Staff would anticipate finishing the design effort by early 2024 and if finding can be secured, begin construction in 2024-2025.

Preliminary rendering of underpass and transit stops:



The following areas of improvement and opportunity have been identified, rendered, and will be funded through this grant:

SAFETY

A new roundabout lowers vehicle speeds, reducing the risk for fatal crashes, and the severity of injury crashes. A new multi-use trail creates a safe option for bicyclists and pedestrians to travel from Whetstone to Crested Butte. New ADA bus stops and pullouts create a safe place for pedestrians of all abilities to board. The new underpass creates a safe passage under Hwy 135 to access bus stops, the bike trail and a potential new school.



ENVIRONMENTAL SUSTAINABILITY

The new housing at Whetstone will reduce commute time for residents from 27 miles to 2 miles. A new multimodal trail will create an environmentally clean way to commute to work or recreate. The roundabout reduces GHG by reducing vehicle idling when compared to a traffic signal. Project is consistent with the Gunnison County Climate Change Mitigation Plan which promotes building efficiency and electrification, workforce housing near jobs, and a reduction in average vehicle miles traveled.

QUALITY OF LIFE

Affordable local workforce housing, 2 miles from Crested Butte, reduces the stress of living in an unaffordable community, or being forced to move farther away to afford housing. Free transportation options including the regional bus service and bicycle trail, also reduces stress for low-income families and improves quality of life.



IMPROVES MOBILITY AND COMMUNITY CONNECTIVITY

A new underpass provides a connection to the new bus stops and multi-use trail. The regional bus provides free regional access to Crested Butte, where passengers can connect to local transit service in Crested Butte and Mount Crested Butte. The bike trail provides a new safe route to Crested Butte off of busy Highway 135.

ECONOMIC COMPETITIVENESS AND OPPORTUNITY

Affordable and workforce housing in Whetstone will help Crested Butte and Mount Crested Butte improve their economic situation by having a larger pool of employees living minutes from the towns where they work.



STATE OF GOOD REPAIR

State of good repair will be improved by adding new infrastructure to this rural community, including a roundabout, underpass, multi-use trail, and bus stops. Improvements may help with maintenance issues due to the road's slope, an adjacent culvert, and ice buildup.

PARTNERSHIP AND COLLABORATION

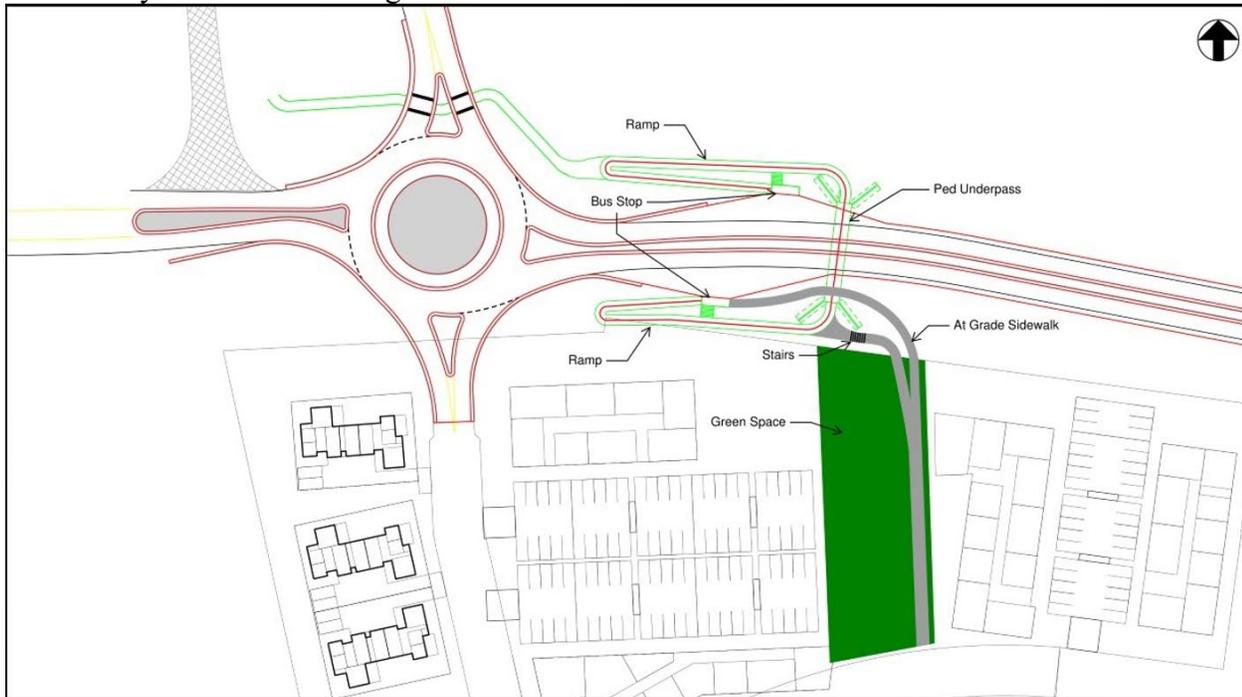
Community and stakeholder engagement has included: five site walks; online engagement and Communication; virtual work sessions; a design charrette with 30-35 people; meetings with 11 local and regional developers; financing/funding discussions with the Department of Local Affairs (DOLA) and Colorado Housing and Finance Authority (CHFA); and transportation discussions with CDOT, Mountain Express, GVRTA.



INNOVATION

A rural multimodal intersection is innovative by providing unique design elements including a roundabout, underpass, bus shelter and trailhead. The roundabout will slow down traffic and create a safer place for pedestrians and bicyclists to travel. New ADA designed bus pull-outs will provide passengers of all abilities with safe access to the bus at a safe distance from the highway. A new underpass will provide a safe passage for pedestrians and bicyclists to cross the highway and access the bus stop and trail. Whetstone housing will use green building standards in line with Gunnison County's Climate Action Plan.

Preliminary Roundabout Design:



Staff is requesting that the Board sign the attached letter of support/submittal for this grant opportunity.

Martin W. Schmidt
Assistant County Manager for Public Works
mschmidt@gunnisoncounty.org



Gunnison County Board of County Commissioners

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

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

February 21, 2023

The Honorable Pete Buttigieg
Secretary
US Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: Submittal of Application for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program

Dear Mr. Buttigieg:

We are pleased to support Gunnison County's submittal of an application for a FY23 RAISE Grant to advance design public infrastructure in Gunnison County that will make access to jobs safer and more affordable for the nearly 1,800 people who work in the tourism industry. This project is a showcase opportunity for the Biden-Harris Administration to move forward its equity agenda by focusing on the nexus of infrastructure and mobility and housing affordability.

This project combines the needs of the community, providing 230 affordable housing units, transit connectivity, safer roads through intersection improvements, community place making, and environmental improvements. Our proposal will provide the design necessary to build a roundabout, pedestrian underpass, transit stops, and link to a transit hub, all aligning with the goals of the state and federal government for equity, sustainability, quality of life, economic impact and environmental improvement.

We have budgeted the funds for the match required by this submittal. We appreciate the opportunity that this program offers for rural governments to apply for funding for projects that we do not have the financial resources to build without financial support.

Sincerely,

Gunnison County Board of Commissioners

Jonathan Houck, Commissioner

Liz Smith, Commissioner

Laura Puckett Daniels, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Review of GVH Real Property Housing Purchase; Lots

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review, the purchase documentation and resolution needed for the sale of property identified as Lots 8-B and 8-C on North Colorado Street, Gunnison

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

No fiscal impact. My review did not include examining deal structure.

Reviewed by: GUNCOUNTY1\psolheim

Discharge Date: 2/17/2023

County Attorney Review:

Required

Not Required

Comments:

CAO and County staff were not given much time to review this transaction; therefore, our legal review may be hindered. That stated, and assuming that the proposed resolution is what is necessary for the transaction, we see no legal issues. MRH

Reviewed by: GUNCOUNTY1\dbishop

Discharge Date: 2/16/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/17/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 2/21/2023

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 23- _____**

**A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO PURCHASE
PROPERTY ON NORTH COLORADO STREET IN GUNNISON, COLORADO ON
BEHALF OF THE GUNNISON VALLEY HOSPITAL**

WHEREAS, the County, for the use of the Gunnison Valley Hospital, desires to purchase certain real property, described as Lot 8-B and Lot 8-C, Re-Subdivision of Lot 8 The Gunnison Center, Phase 1-C, according to the Plat recorded May 24, 2007 as Reception No. 575533 and Affidavit of Correction recorded July 8, 2008 as Reception No. 584971, City of Gunnison, County of Gunnison, State of Colorado. commonly known as property located on North Colorado Street in Gunnison, Colorado and as the Gunnison Center; and

WHEREAS, pursuant to Colorado law, particularly C.R.S. § 25-3-304, title to lands acquired and held by Gunnison Valley Hospital must be in the name of Gunnison County; and

WHEREAS, on May 17, 2022, the Board of County Commissioners, by resolution 22-22, delegated authority to the County Manager to negotiate and execute contracts and other documents for the purchase of real property; and

WHEREAS, the Gunnison County Board of County Commissioners of Gunnison County hereby approves the purchase of the aforementioned property for use by and benefit of the Gunnison Valley Hospital; and;

WHEREAS, the County Manager is unavailable to execute such contracts and documents in relation to Gunnison Valley Hospital's desired purchase of the property that is the subject of this Resolution;

WHEREAS, in the absence of the County Manager, the Gunnison County Board of County Commissioners of Gunnison County has historically delegated its authority to purchase real property for the use and benefit of the Gunnison Valley Hospital to the Hospital's Vice President of Operations.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Vice President of Operations of the Gunnison Valley Hospital is authorized to execute and deliver all instruments necessary for the purchase of the County, for the use of the Gunnison Valley Hospital, desires to purchase certain real property, described as Lot 8-B and Lot 8-C, Re-Subdivision of Lot 8 The Gunnison Center, Phase 1-C, according to the Plat recorded May 24, 2007 as Reception No. 575533 and Affidavit of Correction recorded July 8, 2008 as Reception No. 584971, City of Gunnison, County of Gunnison, State of Colorado. commonly known as property located on North Colorado Street in Gunnison, Colorado and as the Gunnison Center.
2. For the avoidance of doubt, this delegation of authority is expressly limited to the property transaction that is the subject of this Resolution and the Vice President of Operations of the Gunnison Valley Hospital is not authorized to bind or act on behalf of Gunnison County with regard to any other matter(s) unless the Board of County Commissioners of Gunnison County expressly indicates otherwise through another Resolution or formal action by the Board.

INTRODUCED by Commissioner _____,
 seconded by Commissioner _____, and adopted this
 ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
 OF GUNNISON COUNTY, COLORADO

By _____
 Jonathan Houck, Chairperson

By _____
 Liz Smith, Vice-Chairperson

By _____
 Laura Puckett Daniels, Commissioner

(SEAL)

Attest:

Melanie Bolig
Deputy Clerk/Secretary
Board of County Commissioners
Gunnison County

ESCROW AGREEMENT

ESCROW AGREEMENT (the "Agreement") made as of this 20th day of September, 2022, by and among **Sherry Lynn Niccoli, M.D., P.C.**, a Colorado corporation, having an address at 234 N Main Street, Ste. 2C, Gunnison, CO 81230 ("Seller"), **Remedy Investments LLC**, having an address at 800 W Madison Street, Suite 400, Chicago, Illinois 60607, ("Purchaser"), and **First American Title Insurance Company**, having an address at 666 Third Avenue, 5th Floor, New York, New York 10017 ("Escrow Agent").

WITNESSETH

WHEREAS, Seller and Purchaser have entered into a Purchase Agreement or Contract dated as of September 20, 2022 ("Contract") pursuant to which Seller has agreed to sell and Purchaser has agreed to purchase premises located at Gunnison, Colorado ("Premises");

WHEREAS, Purchaser is obligated under the Contract to make a deposit in the amount of \$75,000.00 (the "Deposit"); and

WHEREAS, in furtherance of the Contract, the Seller and Purchaser desire that the Escrow Agent hold the Deposit in escrow, and Escrow Agent is willing to do so, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is duly acknowledged, the parties hereto agree as follows:

1. The Deposit shall be delivered to the Escrow Agent either (a) in the form of an unendorsed check, subject to collection, in the amount of the Deposit payable to the order of Escrow Agent, as Escrow Agent, or (b) by wire transfer pursuant to Escrow Agent's wire instructions annexed to this Agreement.
2. The Deposit shall be deposited by Escrow Agent in an interest bearing money market account at First American Trust (the "Bank") if requested by Seller or Purchaser. A Form W-9 is annexed to this Escrow Agreement and must be completed and executed by either Seller or Purchaser, as the case may be, concurrently with the execution of this Agreement. The failure to submit to Escrow Agent an executed, completed Form W-9 shall stay Escrow Agent's obligation to deposit the escrow in an interest bearing account until such time that said form has been provided to Escrow Agent. The party providing the Form W-9 shall receive a 1099 for the interest on the Deposit regardless of which party actually receives the interest on the Deposit. If all parties agree that the deposit is to be placed in an investment other than as set forth in this Section, this Agreement will be amended and Seller and/or Purchaser will pay any fees in connection with such investment.

Seller and Purchaser agree that the Escrow Agent shall not be responsible for any penalties, loss of principal or interest, or the consequences of a delay in withdrawal of the Deposit and interest accrued thereon, (the "Escrow"), if any, which may be imposed as a result of the making or the redeeming of the above investment, as the case may be, pursuant to this Agreement. Seller and Purchaser also agree that Escrow Agent shall not be liable for any loss or impairment of the Escrow which results from the failure, insolvency or suspension of the financial institution in which the Deposit is deposited.

3. Prior to the expiration of the Due Diligence Period (as defined in the Contract), notwithstanding anything to the contrary contained in this Agreement, including, without limitation, the other provisions of Section 4s, the escrow established hereunder shall be a "sole order" escrow for the benefit of Purchaser (meaning that Escrow Agent shall act solely in accordance with the instructions of Purchaser until the delivery of Purchaser to the Escrow Agent of the Notice to Proceed in respect of the Deposit). Without limiting the generality of the foregoing, in the event that Purchaser does not deliver a Notice to Proceed on or prior to the expiration of the Due Diligence Period, then Escrow Agent shall refund to Purchaser the Deposit without any requirement that Escrow Agent first notify or obtain any approval or consent of Seller (and Escrow Agent agrees that it shall not be permitted to, and shall not, follow any conflicting instructions given by Seller or any third party with regard thereto). Seller agrees in such instance not to deliver any conflicting instructions to Escrow Agent for any or no reason and hereby instructs Escrow Agent to act in respect of the Deposit solely in accordance with Purchaser's instructions in the event that Purchaser does not deliver a Notice to Proceed on or prior to the expiration of the Due Diligence Period.

4. a) After the expiration of the Due Diligence Period, Escrow Agent shall deliver the Escrow to Seller or Purchaser, as the case may be, as follows:

(i) to Seller, upon completion of the closing under the Contract; or

(ii) to Seller or Purchaser as designated by an instruction letter jointly executed by both Seller and Purchaser; or

(iii) to Seller, after receipt of Seller's demand in which Seller certifies that Seller is entitled to receive the Escrow; but Escrow Agent shall not honor Seller's demand until more than five (5) business days after Escrow Agent has given a copy of Seller's demand to Purchaser in accordance with Section 4(b) of this Agreement, nor thereafter if Escrow Agent receives a Notice of Objection from Purchaser as provided for in said Section within such five (5) business day period; or

(iv) to Purchaser, after receipt of Purchaser's demand in which Purchaser certifies that Purchaser is entitled to receive the Escrow. Escrow Agent shall not honor the Purchaser's demand until more than five (5) business days after Escrow Agent has given a copy of Purchaser's demand to Seller in accordance with Section 4(b) of this Agreement, nor thereafter if Escrow Agent receives a Notice of Objection from Seller as provided for in said Section within such five (5) business day period.

Upon delivery of the Escrow, Escrow Agent shall be relieved of all liability hereunder and Escrow Agent shall deliver the Escrow at the election of the party entitled to receive the same by (i) a good, unendorsed check of Escrow Agent payable to the order of such party, or (ii) a bank wire transfer to an account designated by such party.

b) Upon receipt of a written demand from Seller or Purchaser under Section 4 (a)(iii) or (iv) above, Escrow Agent shall promptly send a copy of such demand to the other party. Within five (5) business days after delivery of such notice, but not thereafter, the other party may object to delivery of the Escrow to the party making such demand by giving a notice of objection ("Notice of Objection") to Escrow Agent. After receiving a Notice of Objection, Escrow Agent shall send a copy of such Notice of Objection to the party who made the demand.

c) If Escrow Agent is uncertain for any reason whatsoever as to its duties or rights hereunder or if there is a dispute or controversy between Seller and Purchaser about the Escrow, including without limitation Escrow Agent's receipt of a Notice of Objection then notwithstanding anything to the contrary herein, Escrow Agent may continue to hold the Escrow or may deposit the Escrow into any court of competent jurisdiction or may decline to take any other action whatsoever. In the event the Escrow is deposited in a court by Escrow Agent pursuant to this Section 4, Escrow Agent shall be entitled to rely upon the decision of such court.

d) Upon delivery of the Escrow, Escrow Agent shall be relieved of all liability hereunder. Escrow Agent shall deliver the Escrow at the election of the party entitled to receive the same by (i) a good, unendorsed check of Escrow Agent payable to the order of such party, or (ii) a bank wire transfer to an account designated by such party.

5. Seller and Purchaser acknowledge that Escrow Agent is serving solely as an accommodation to the parties hereto, and except for the gross negligence or willful misconduct of the Escrow Agent, Escrow Agent shall have no liability of any kind whatsoever arising out of or in connection with its activity as Escrow Agent. Seller and Purchaser jointly and severally agree to and do hereby indemnify and hold harmless Escrow Agent from all suits, actions, loss, costs, claims, damages, liabilities, and expenses (including, without limitation, attorneys' fees and disbursements) which may be incurred by reason of its acting as Escrow Agent and such indemnity shall survive the termination of this agreement. In no event shall the Escrow Agent be liable for any lost profits or for any incidental, special, consequential or punitive damages whether or not the Escrow Agent knew of the possibility or likelihood of such damages. Escrow Agent's fee for serving as escrow agent is \$0.

6. All notices, demands, offers, elections or other communications required or permitted by this Escrow Agreement shall be in writing and shall be delivered either by hand delivery, nationally recognized overnight courier service or electronic mail with delivery confirmation receipt and addressed to the party at the following addresses:

To Seller:

Sherry Lynn Niccoli, M.D., P.C.
234 N Main Street, Ste. 2C
Gunnison, CO 81230
Attention: Sherry Lynn Niccoli, President
E-Mail address: nsnic818@aol.com

To Purchaser:

Remedy Investments, LLC
c/o Remedy Medical Properties, Inc.
800 West Madison Street
Suite 400
Chicago, Illinois 60607
Attention: Mr. Peter J. Westmeyer and Gregg S. Graines, Esq.
Email Address: PWestmeyer@remedymed.com and GGraines@remedymed.com

To Escrow Agent:

First American Title Insurance Company
666 Third Avenue, 5th Floor
New York, NY 10017
Attention:
Email Address:
Title No.

Notice shall be deemed to have been given or delivered if personally delivered, upon delivery; or, if sent by nationally recognized overnight courier service, on the first business day after being sent; or is sent by electronic mail with delivery confirmation upon delivery. Notwithstanding the preceding sentence to the contrary, and solely with respect to the Escrow Agent, notice shall be deemed to have been given or delivered to the Escrow Agent on the date of the Escrow Agent's actual receipt or refusal of such notice.

7. In its capacity as Escrow Agent, Escrow Agent shall not be responsible for the genuineness or validity of any instrument, document or item deposited with it, and shall have no responsibility other than to faithfully follow the instructions contained herein. The parties hereto agree that Escrow Agent is fully protected in acting in accordance with any written instrument given to it hereunder by any of the parties hereto believed by Escrow Agent to have been signed by the proper person. Escrow Agent may assume that any person purporting to give any notice hereunder has been duly authorized to do so. Escrow Agent shall have no obligation to review or confirm that actions taken pursuant to such notice in accordance with this Agreement comply with any other agreement or document.

8. Escrow Agent hereunder may resign at any time on giving five (5) days prior written notice to that effect to each of the Seller and Purchaser. In such event, a successor Escrow Agent shall be selected by the Purchaser and approved by the Seller, such approval not to be unreasonably withheld or delayed. Escrow Agent shall then deliver to the successor Escrow Agent the Deposit and any interest earned thereon, if any, to be held by the successor Escrow Agent pursuant to the terms of this Escrow Agreement. If no successor Escrow Agent is designated and qualified within five (5) business days after Escrow Agent's resignation is effective, Escrow Agent may apply to a qualified court for the appointment of a successor Escrow Agent. The expenses thereof shall be equally borne by the Seller and Purchaser.

9. Escrow Agent shall have no duty to enforce any obligation of any person to make any payment or delivery or to enforce any obligation of any person to perform any other act. Escrow Agent shall have no liability to the other

parties hereto or to anyone else by reason of any failure on the part of any party hereto or any maker, guarantor, endorser or other signatory of any document or any other person to perform such person's obligations under such document.

10. Escrow Agent shall be entitled to select any and all counsel who may be retained to defend or prosecute any action on behalf of Escrow Agent under or arising out of this Agreement.

11. Following the expiration of the Due Diligence Period, if either Purchaser or Seller becomes subject to a voluntary or involuntary proceeding under the United States Bankruptcy Code, or if the Escrow Agent is otherwise served with legal process which Escrow Agent in good faith believes affects funds deposited with Escrow Agent, Escrow Agent shall have the right to place a hold on funds deposited with the Escrow Agent until such time as Escrow Agent receives an appropriate court order or other assurances satisfactory to Escrow Agent (in Escrow Agent's sole discretion) establishing that the funds may continue to be held or disbursed, as the case may be, according to the instructions contained in this Agreement.

12. It is expressly agreed that this Agreement is for the sole benefit of the parties hereto and shall not be construed or deemed to have been made for the benefit of any third party or parties.

13. This Agreement and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of New York applicable to contracts executed, delivered and to be fully performed in New York. Each party waives the right to a jury in any dispute relating to this Agreement.

14. If any provision of this Agreement or the application thereof to any entity, person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

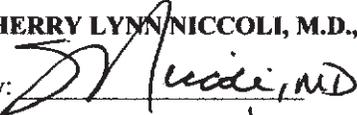
15. This Agreement contains the entire understanding between the parties hereto, and Escrow Agent shall have no duties or responsibilities other than those expressly set forth herein. No waivers, variations, modifications or changes hereto shall be binding upon any party hereto, unless set forth in a document duly executed by all parties hereto.

16. Whenever used herein, the singular number shall include the plural, and the use of any gender shall include all genders. This Agreement shall be binding upon and enforceable between, and inure to the benefit of, the Seller and the Purchaser, their heirs, executors, administrators, legal representatives, successors, assigns or trustees.

17. This Agreement may be executed in multiple original counterparts, all of which shall be deemed to be originals and with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one and the same instrument. Signatures delivered via electronic mail in PDF format are acceptable.

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

SHERRY LYNN NICCOLI, M.D., P.C.

By: 

Name: Sherry L. Niccoli, M.D.

Title: President

REMEDY INVESTMENTS LLC

By: 

Name: Peter Westmeyer

Title: Authorized Signatory

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 

Name: Andrew D. Jaeger

Title: Vice President



Monarch Realty, Inc.
Mathew E. Robbins
Ph: 970-641-1900

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS4-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

Property with No Residences)
 Property with Residences-Residential Addendum Attached)

Date: 9/20/2022

AGREEMENT

1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. **PARTIES AND PROPERTY.**

2.1. **Buyer.** Remedy Investments LLC (Buyer) will take title to the Property described below as Joint Tenants Tenants In Common Other n/a.

2.2. **No Assignability.** This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions.**

2.3. **Seller.** Sherry Lynn Niccoli, M.D., P.C., a Colorado corporation (Seller) is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of Gunnison, Colorado (insert legal description):

Lot 8-B and Lot 8-C, Re-Subdivision of Lot 8 The Gunnison Center, Phase 1-C, according to the Plat recorded May 24, 2007 as Reception No. 575533 and Affidavit of Correction recorded July 8, 2008 as Reception No. 584971, City of Gunnison, County of Gunnison, State of Colorado.

known as: TBD N. Colorado Street, Gunnison, CO 81230

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

2.5.1. **Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions:**

n/a

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. **Encumbered Inclusions.** Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

n/a

Seller(s) Initials: SLN

58 **2.5.3. Personal Property Conveyance.** Conveyance of all personal property will be by bill of
59 sale or other applicable legal instrument.

60 **2.5.4. Leased Items.** The following personal property is currently leased to Seller which will be
61 transferred to Buyer at Closing (Leased Items):

62 n/a

63 **2.6. Exclusions.** The following items are excluded (Exclusions):

64 n/a

65 **2.7. Water Rights, Well Rights, Water and Sewer Taps.**

66 **2.7.1. Deeded Water Rights.** The following legally described water rights:

67 n/a

68 Any deeded water rights will be conveyed by a good and sufficient n/a deed at Closing.

69 **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§
70 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

71 n/a

72 **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer
73 understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well"
74 used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership
75 form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in
76 the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for
77 the well and pay the cost of registration. If no person will be providing a closing service in connection with the
78 transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

79 n/a.

80 **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as
81 follows:

82 n/a

83 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the
84 Property are being conveyed as part of the Purchase Price as follows:

85 n/a

86 **If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider,
87 written confirmation of the amount remaining to be paid, if any, time and other restrictions for
88 transfer and use of the taps.**

89 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights
90 Relating to Water), § 2.7.3. (Well Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer
91 Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

92 **2.7.7. Water Rights Review.** Buyer **Does** **Does Not** have a Right to Terminate if
93 examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination
94 Deadline.**

95 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

96 n/a

100 **3. DATES, DEADLINES AND APPLICABILITY.**

101 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	<u>n/a</u>
2	§ 4	Alternative Earnest Money Deadline	5 days following MEC
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	10 days following MEC

Seller(s) Initials: *SN*

116	4	§ 8	Record Title Objection Deadline	<i>30 days following MEC</i>
117				
118	5	§ 8	Off-Record Title Deadline	<i>10 days following MEC</i>
119				
120	6	§ 8	Off-Record Title Objection Deadline	<i>30 days following MEC</i>
121				
122	7	§ 8	Title Resolution Deadline	<i>30 days prior to the Closing Date</i>
123				
124	8	§ 8	Third Party Right to Purchase/Approve Deadline	<i>10 days following MEC</i>
125				
126			Owners' Association	
127	9	§ 7	Association Documents Deadline	<i>10 days following MEC</i>
128				
129	10	§ 7	Association Documents Termination Deadline	<i>30 days following MEC</i>
130				
131			Seller's Disclosures	
132				
133	11	§ 10	Seller's Property Disclosure Deadline	<i>10 days from MEC</i>
134				
135	12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	<i>n/a</i>
136				
137				
138				
139				
140			Loan and Credit	
141	13	§ 5	New Loan Application Deadline	<i>n/a</i>
142				
143	14	§ 5	New Loan Terms Deadline	<i>n/a</i>
144				
145	15	§ 5	New Loan Availability Deadline	<i>n/a</i>
146				
147	16	§ 5	Buyer's Credit Information Deadline	<i>n/a</i>
148				
149	17	§ 5	Disapproval of Buyer's Credit Information Deadline	<i>n/a</i>
150				
151	18	§ 5	Existing Loan Deadline	<i>n/a</i>
152				
153	19	§ 5	Existing Loan Termination Deadline	<i>n/a</i>
154				
155	20	§ 5	Loan Transfer Approval Deadline	<i>n/a</i>
156				
157	21	§ 4	Seller or Private Financing Deadline	<i>n/a</i>
158				
159			Appraisal	
160	22	§ 6	Appraisal Deadline	<i>30 days from MEC</i>
161				
162	23	§ 6	Appraisal Objection Deadline	<i>60 days from MEC</i>
163				
164	24	§ 6	Appraisal Resolution Deadline	<i>30 days prior to the Closing Date</i>
165				
166			Survey	
167	25	§ 9	New ILC or New Survey Deadline	<i>30 days from MEC</i>
168				
169	26	§ 9	New ILC or New Survey Objection Deadline	<i>60 days from MEC</i>
170				
171	27	§ 9	New ILC or New Survey Resolution Deadline	<i>30 days prior to the Closing Date</i>
172				
173			Inspection and Due diligence	
174				

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175	28	§ 2	Water Rights Examination Deadline	<i>n/a</i>
176				
177	29	§ 8	Mineral Rights Examination Deadline	<i>30 days from MEC</i>
178				
179	30	§ 10	Inspection Termination Deadline	<i>90 days following MEC, subject to the extension set forth in Section 29 (b)</i>
180				
181	31	§ 10	Inspection Objection Deadline	<i>90 days following MEC, subject to the extension set forth in Section 29 (b)</i>
182				
183	32	§ 10	Inspection Resolution Deadline	<i>30 days prior to the Closing Date</i>
184				
185	33	§ 10	Property Insurance Termination Deadline	<i>60 days from MEC</i>
186				
187	34	§ 10	Due Diligence Documents Delivery Deadline	<i>10 days following MEC</i>
188				
189	35	§ 10	Due Diligence Documents Objection Deadline	<i>30 days following MEC</i>
190				
191	36	§ 10	Due Diligence Documents Resolution Deadline	<i>30 days prior to the Closing Date</i>
192				
193	37	§ 10	Environmental Inspection Termination Deadline	<i>60 days following MEC</i>
194				
195	38	§ 10	ADA Evaluation Termination Deadline	<i>n/a</i>
196				
197	39	§ 10	Conditional Sale Deadline	<i>n/a</i>
198				
199	40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	<i>n/a</i>
200				
201	41	§ 11	Estoppel Statements Deadline	<i>n/a as there are no tenants</i>
202				
203	42	§ 11	Estoppel Statements Termination Deadline	<i>n/a as there are no tenants</i>
204				
205			Closing and Possession	
206				
207	43	§ 12	Closing Date	<i>30 days following the expiration of the Inspection Termination Deadline</i>
208				
209	44	§ 17	Possession Date	<i>Closing Date</i>
210				
211	45	§ 17	Possession Time	<i>Closing Date</i>
212				
213	46	§ 27	Acceptance Deadline Date	<i>9/18/2022</i> <i>Tuesday</i>
214				
215	47	§ 27	Acceptance Deadline Time	<i>11:59 pm MST</i>
216				
217	48	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>
218				
219	49	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>
220				
221				
222				
223				

224 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or
 225 completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision
 226 containing the deadline is deleted. Any box checked in this Contract means the corresponding provision
 227 applies. If no box is checked in a provision that contains a selection of "None", such provision means that
 228 "None" applies.
 229

230
 231 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have
 232 signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

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233 **3.3. Day; Computation of Period of Days; Deadlines.**

234 **3.3.1. Day.** As used in this Contract, the term “day” means the entire day ending at 11:59 p.m.,
235 United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of**
236 **Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines,
237 Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day
238 specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank
239 or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

241 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after
242 MEC), when the ending date is not specified, the first day is excluded and the last day is included.

243 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday
244 (Holiday), such deadline **Will** **Will Not** be extended to the next day that is not a Saturday, Sunday or
245 Holiday. Should neither box be checked, the deadline will not be extended.
246

247 **4. PURCHASE PRICE AND TERMS.**

248 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as
249 follows:
250

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 799,000.00	
2	§ 4.3.	Earnest Money		\$ 75,000.00
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7	<i>n/a</i>	<i>n/a</i>		\$
8	<i>n/a</i>	<i>n/a</i>		\$
9	§ 4.4.	Cash at Closing		\$ 724,000.00
10		Total	\$ 799,000.00	\$ 799,000.00

267 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer **\$0.00** (Seller Concession). The Seller
268 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed
269 by the Buyer’s lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of
270 allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer’s closing costs,
271 loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or
272 expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere
273 in this Contract.
274

275 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a **wire transfer of**
276 **immediately available funds**, will be payable to and held by **First American Title Insurance**
277 **Company** (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest
278 Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an
279 **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money
280 deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event
281 Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund
282 established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer
283 acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money
284 Holder in this transaction will be transferred to such fund.
285

286 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if
287 other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

288 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates,
289 Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as
290

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set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "If Seller is in Default", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "If Buyer is in Default, § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, **Does** **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan. (Omitted as inapplicable)

4.6. Assumption. (Omitted as inapplicable)

4.7. Seller or Private Financing. (Omitted as inapplicable)

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as inapplicable)

5.3. Credit Information. (Omitted as inapplicable)

5.4. Existing Loan Review. (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraised Value. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

350 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before
351 **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
352 or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution**
353 **Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such
354 termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

355 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements,
356 removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to
357 the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract,
358 this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property
359 Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy
360 the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
361 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

362 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be
363 timely paid by **Buyer** **Seller**. The cost of the Appraisal may include any and all fees paid to the
364 appraiser, appraisal management company, lender's agent or all three.

367 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more
368 Common Interest Communities and subject to one or more declarations (Association).

369 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A**
370 **COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY.**
371 **THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS'**
372 **ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND**
373 **REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND**
374 **REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY,**
375 **INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES**
376 **NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY**
377 **AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND**
378 **REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE**
379 **PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF**
380 **THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY**
381 **WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**
382 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ**
383 **THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF**
384 **THE ASSOCIATION.**

387 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association
388 Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller
389 authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's
390 obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association
391 Documents, regardless of who provides such documents.

392 **7.3. Association Documents.** Association documents (Association Documents) consist of the
393 following:

394 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization,
395 operating agreements, rules and regulations, party wall agreements and the Association's responsible
396 governance policies adopted under § 38-33.3-209.5, C.R.S.;

397 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or
398 managers' meetings; such minutes include those provided under the most current annual disclosure required
399 under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the
400 minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent
401 minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

402 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual
403 Disclosure, including, but not limited to, property, general liability, association director and officer professional
404 liability and fidelity policies. The list must include the company names, policy limits, policy deductibles,
405
406
407

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408 additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

409 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special
410 assessments as disclosed in the Association's last Annual Disclosure;

411 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's
412 operating budget for the current fiscal year, (2) the Association's most recent annual financial statements,
413 including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual
414 Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the
415 fees and charges (regardless of name or title of such fees or charges) that the Association's community
416 association manager or Association will charge in connection with the Closing including, but not limited to,
417 any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or
418 update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record
419 Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves
420 or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial
421 Documents);

422
423 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under §
424 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or
425 disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's
426 obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts;
427 Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or
428 limited common elements of the Association property.

429
430 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents.
431 Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination**
432 **Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole
433 subjective discretion. Should Buyer receive the Association Documents after **Association Documents**
434 **Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate
435 received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does
436 not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be
437 received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before
438 Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions
439 of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision,
440 notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).
441
442

443 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

444 **8.1. Evidence of Record Title.**

445 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the
446 title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record**
447 **Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title
448 Commitment), in an amount equal to the Purchase Price, or if this box is checked, an **Abstract of Title**
449 certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as
450 soon as practicable at or after Closing.
451

452 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the
453 title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record**
454 **Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title
455 Commitment), in an amount equal to the Purchase Price.
456

457 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

458 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment **Will** **Will Not** contain
459 Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or
460 insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3)
461 survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time
462 of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and
463 unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be
464 paid by **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **Other** .
465
466

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466 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or
467 delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may
468 require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance
469 Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title,
470 Resolution).

472 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats,
473 declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other
474 documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in
475 the Title Commitment furnished to Buyer (collectively, Title Documents).

476 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**,
477 copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of
478 the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the
479 documents required in this Section will be at the expense of the party or parties obligated to pay for the
480 owner's title insurance policy.

482 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title
483 covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title**
484 **Deadline**.

485 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment
486 and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before
487 **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of
488 Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in
489 Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not
490 received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title
491 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title
492 Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such
493 documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer,
494 (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the
495 Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this
496 § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to
497 Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all
498 documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to
499 Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition
500 of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

503 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true
504 copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all
505 easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or
506 other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters).
507 This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has
508 the right to inspect the Property to investigate if any third party has any right in the Property not shown by
509 public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to
510 Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed
511 by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole
512 subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an
513 Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of
514 Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives
515 Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title
516 objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If
517 Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline
518 specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not
519 shown by public records of which Buyer has actual knowledge.

521 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL**
522 **OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES**
523 **ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS**
524

525 **MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING**
526 **OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A**
527 **DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES.**
528 **BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS**
529 **LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF**
530 **TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD**
531 **OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY**
532 **ASSESSOR.**

533 **8.5. Tax Certificate.** A tax certificate paid for by **Seller** **Buyer**, for the Property listing any
534 special taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before
535 **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is
536 unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title**
537 **Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's
538 option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or
539 before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if
540 Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's
541 Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice
542 to Terminate within such time, Buyer accepts the provisions of the Tax Certificate and the inclusion of the
543 Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to Terminate
544 under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the
545 Tax Certificate, the Tax Certificate will be paid for by Seller.
546
547

548 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property
549 (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a
550 third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly
551 submit this Contract according to the terms and conditions of such right. If the third-party holder of such right
552 exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or
553 expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
554 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this
555 Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will
556 then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the
557 Property on or before the Record Title Deadline.
558

559 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole
560 subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), §
561 8.3. (Off-Record Title), § 8.5. (Special Taxing District) and § 13 (Transfer of Title). If Buyer exercises Buyer's
562 rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has
563 the following options:

564 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title
565 matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not
566 agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on
567 the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's
568 Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to
569 Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
570 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3.
571 (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or
572 fifteen days after Buyer's receipt of the applicable documents; or
573

574 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under §
575 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole
576 subjective discretion.
577

578 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and
579 should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the
580 title, ownership and use of the Property, including, without limitation, boundary lines and encroachments,
581 set-back requirements, area, zoning, building code violations, unrecorded easements and claims of
582 easements, leases and other unrecorded agreements, water on or under the Property and various laws and

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583 governmental regulations concerning land use, development and environmental matters.

584 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
585 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND**
586 **TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE**
587 **MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL,**
588 **GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE**
589 **PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF**
590 **THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.**

592 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE**
593 **PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE**
594 **AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE**
595 **COUNTY CLERK AND RECORDER.**

596 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR**
597 **ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING,**
598 **WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES,**
599 **PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING**
600 **FACILITIES.**

602 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
603 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY,**
604 **INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE**
605 **COLORADO OIL AND GAS CONSERVATION COMMISSION.**

606 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be
607 excepted, excluded from, or not covered by the owner's title insurance policy.

608 **8.9. Mineral Rights Review.** Buyer **Does** **Does Not** have a Right to Terminate if examination of
609 the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.
610

611 **9. NEW ILC, NEW SURVEY.**

612 **9.1. New ILC or New Survey.** If the box is checked, (1) **New Improvement Location Certificate**
613 **(New ILC);** or, (2) **New Survey** in the form of determined by Buyer; is required and the following will
614 apply:
615

616 **9.1.1. Ordering of New ILC or New Survey.** **Seller** **Buyer** will order the New ILC or New
617 Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form,
618 certified and updated as of a date after the date of this Contract.
619

620 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on
621 or before Closing, by: **Seller** **Buyer** or:
622

623 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or
624 the provider of the opinion of title if an Abstract of Title) and n/a will receive a New ILC or New Survey on or
625 before **New ILC or New Survey Deadline**.
626

627 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by
628 the surveyor to all those who are to receive the New ILC or New Survey.

629 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a
630 New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller
631 or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective
632 discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

633 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New
634 ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to
635 Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection**
636 **Deadline**, notwithstanding § 8.3. or § 13:

637 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is
638 terminated; or

639 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter
640

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641 that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer
642 requires Seller to correct.

643 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received
644 by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not
645 agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this
646 Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller
647 receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on
648 or before expiration of **New ILC or New Survey Resolution Deadline**).

651 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

654 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND** 655 **SOURCE OF WATER.**

656 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller
657 agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's
658 Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date
659 of this Contract.

660 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller
661 must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract.
662 Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an
663 adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer.
664 Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days
665 after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer
666 acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All**
667 **Faults.**"

670 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right
671 to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and
672 Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not
673 limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other
674 mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service
675 to the Property (including utilities and communication services), systems and components of the Property
676 (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or
677 (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the
678 Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

679 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify
680 Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition,
681 provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this
682 provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

683 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to
684 Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

685 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before
686 **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
687 or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline**
688 unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on
689 or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and
690 the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
691 executing an Earnest Money Release.

692 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other
693 written agreement between the parties, is responsible for payment for all inspections, tests, surveys,
694 engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that
695 occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any
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698
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700 kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold
701 Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any
702 such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by
703 Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including
704 Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the
705 termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection
706 Resolution.

707 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance**
708 **Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and
709 premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

710 **10.6. Due Diligence.**

711 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents
712 and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or
713 before **Due Diligence Documents Delivery Deadline**:

714 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other
715 occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining
716 to the Property that survive Closing are as follows (Leases):
717 n/a

718 n/a

719 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.4., Leased
720 Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information
721 pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**.
722 Buyer **Will** **Will Not** assume the Seller's obligations under such leases for the Leased Items (§ 2.5.4.,
723 Leased Items).
724

725

726 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are
727 encumbered pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the
728 evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due**
729 **Diligence Documents Delivery Deadline**. Buyer **Will** **Will Not** assume the debt on the Encumbered
730 Inclusions (§ 2.5.2., Encumbered Inclusions).
731

732 **10.6.1.4. Other Documents.** If the respective box is checked, Seller agrees to additionally
733 deliver copies of the following:

734 **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the
735 Property;

736 **10.6.1.4.2.** Property tax bills for the last 3 years;

737 **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements,
738 including architectural, electrical, mechanical and structural systems; engineering reports; and permanent
739 Certificates of Occupancy, to the extent now available;

740 **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;

741 **10.6.1.4.5.** Operating statements for the past n/a years;

742 **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;

743 **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete
744 but has not yet completed and capital improvement work either scheduled or in process on the date of this
745 Contract;

746 **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims
747 which have been made for the past n/a years;

748 **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the
749 Property (if not delivered earlier under § 8.3.);

750 **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II
751 environmental reports, letters, test results, advisories and similar documents respective to the existence or
752 nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or
753 underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller,
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755
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758 Seller warrants that no such reports are in Seller's possession or known to Seller;
759 10.6.1.4.11. Any Americans with Disabilities Act reports, studies or surveys concerning
760 the compliance of the Property with said Act;
761 10.6.1.4.12. All permits, licenses and other building or use authorizations issued by any
762 governmental authority with jurisdiction over the Property and written notice of any violation of any such
763 permits, licenses or use authorizations, if any; and
764

765 10.6.1.4.13. Other:
766 The property is vacant land and the only documents referred to in this Section that the Seller
767 has are the Property tax bills.
768

769 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and
770 object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or
771 are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents**
772 **Objection Deadline:**

773 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract
774 is terminated; or

775 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of
776 any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

777 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection
778 is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller
779 have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution**
780 **Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller
781 receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e.,
782 on or before expiration of **Due Diligence Documents Resolution Deadline**.

783 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence**
784 **Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by
785 any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.
786

787 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental
788 inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable.
789 Seller Buyer will order or provide **Phase I Environmental Site Assessment, Phase II Environmental**
790 **Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for
791 Environmental Site Assessments) and/or any Phase 1 Environmental Site Assessment approved by
792 Buyer, at the expense of Seller Buyer (Environmental Inspection). In addition, Buyer, at Buyer's
793 expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities*
794 *Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually
795 agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if
796 any.
797

798 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site
799 Assessment, the **Environmental Inspection Termination Deadline** will be extended by **60 days** days
800 (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection
801 Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of
802 time. In such event, Seller Buyer must pay the cost for such Phase II Environmental Site Assessment.
803

804 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this §
805 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection**
806 **Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on
807 any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

808 Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**,
809 based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.
810

811 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of
812 that certain property owned by Buyer and commonly known as n/a. Buyer has the Right to Terminate under §
813 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if
814 such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller
815 does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any
816

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816 Right to Terminate under this provision.
817

818 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer
819 Does Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water
820 Addendum disclosing the source of potable water for the Property. There is **No Well**. Buyer Does
821 Does Not acknowledge receipt of a copy of the current well permit.

822 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE**
823 **GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE**
824 **DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER**
825 **SUPPLIES.**

826 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of
827 the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions
828 or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend,
829 alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the
830 Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or
831 delayed.
832

833 **10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]**

834 **10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if**
835 **applicable]**

836 **10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if**
837 **applicable]**
838

839 **11. TENANT ESTOPPEL STATEMENTS.**

841 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel
842 Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on
843 or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to
844 Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease
845 stating:
846

847 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

848 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent
849 modifications or amendments;

850 **11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to
851 Seller;

852 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;

853 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and

854 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and
855 complete copy of the Lease demising the premises it describes.
856

857 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property
858 a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement
859 setting forth the information and documents required §11.1. above and deliver the same to Buyer on or
860 before **Estoppel Statements Deadline**.
861

862 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or
863 before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in
864 Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel**
865 **Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.
866

867 **CLOSING PROVISIONS**

870 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

871 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the
872 Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to
873
874

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875 Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer
876 acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required
877 loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
878 additional information and documents required by Closing Company that will be necessary to complete this
879 transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or
880 before Closing.

881 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions **Are**
882 **Are Not** executed with this Contract.

884 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the
885 date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to
886 deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by
887 **Mutual Agreement between Buyer and Seller.**

888 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent
889 of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title
890 companies).

892 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue
893 after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to
894 Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to
895 § 2.5.4. (Leased Items).

897 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract,
898 including the tender of any payment due at Closing, Seller must execute and deliver the following good and
899 sufficient deed to Buyer, at Closing: special warranty deed general warranty deed
900 bargain and sale deed quit claim deed personal representative's deed deed. Seller, provided
901 another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer,
902 at Closing.

904 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special
905 warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined
906 in §38-30-113(5)(a), C.R.S.

908 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts
909 owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including
910 any governmental liens for special improvements installed as of the date of Buyer's signature hereon,
911 whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the
912 proceeds of this transaction or from any other source.

914 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND
915 WITHHOLDING.**

917 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all
918 other items required to be paid at Closing, except as otherwise provided herein.

919 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by
920 Buyer Seller **One-Half by Buyer and One-Half by Seller** **Other** .

922 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**,
923 Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current
924 Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

925 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must
926 be paid by Buyer Seller **One-Half by Buyer and One-Half by Seller** **N/A.**

927 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by Buyer Seller
928 **One-Half by Buyer and One-Half by Seller** **N/A.**

929 **15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in
930 advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or
931 working capital due at Closing must be paid by Buyer Seller

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933 One-Half by Buyer and One-Half by Seller N/A.
934 15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will
935 be paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.
936 15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by Buyer Seller
937 One-Half by Buyer and One-Half by Seller N/A.
938 15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be
939 paid when due by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.
940 15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property,
941 payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at
942 Closing by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.
943 15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this
944 Contract, do not exceed \$n/a for:
945 Water Stock/Certificates Water District
946 Augmentation Membership Small Domestic Water Company n/a
947 and must be paid at Closing by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.
948 15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to
949 Buyer must be paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.
950 15.9. FIRPTA and Colorado Withholding.
951 15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the
952 Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not
953 occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in
954 this Section is checked, Seller represents that Seller IS a foreign person for purposes of U.S. income
955 taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for
956 purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide
957 any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller
958 authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with
959 Seller's tax advisor to determine if withholding applies or if an exemption exists.
960 15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of
961 the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if
962 not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any
963 reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing
964 Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to
965 determine if withholding applies or if an exemption exists.
966
967
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970
971 16. PRORATIONS AND ASSOCIATION ASSESSMENTS.
972 16.1. Prorations. The following will be prorated to the Closing Date, except as otherwise provided:
973 16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and
974 general real estate taxes for the year of Closing, based on
975 Taxes for the Calendar Year Immediately Preceding Closing
976 Most Recent Mill Levy and Most Recent Assessed Valuation, Other
977 16.1.2. Rents. Rents based on Rents Actually Received Accrued. At Closing, Seller will
978 transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after
979 lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.
980 16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and
981 any other continuing items.
982 16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations
983 are final.
984 16.2. Association Assessments. Current regular Association assessments and dues (Association
985 Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular
986 Association Assessments for deferred maintenance by the Association will not be credited to Seller except as
987 may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated
988
989
990
991

991 to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment
992 assessed prior to **Closing Date** by the Association will be the obligation of Buyer Seller. Except
993 however, any special assessment by the Association for improvements that have been installed as of the
994 date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller
995 unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special
996 assessments against the Property except the current regular assessments and
997 none. There are no special assessments on the property.
998 Association Assessments are subject to change as provided in the Governing Documents.
999

1000
1001 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession**
1002 **Date at Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

1003 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction
1004 and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$
1005 100.00 per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession**
1006 **Time** until possession is delivered.
1007

1008
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1010

General Provisions

1011

1012 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION;**
1013 **AND WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will
1014 be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.
1015

1016 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other
1017 perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the
1018 total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be
1019 paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to
1020 repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before
1021 **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum.
1022 Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at
1023 Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from
1024 damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance
1025 policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance
1026 proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired
1027 prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing,
1028 if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written
1029 agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's
1030 sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total
1031 Purchase Price, plus the amount of any deductible that applies to the insurance claim.
1032

1033 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and
1034 communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or
1035 plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is
1036 earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar
1037 size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of
1038 such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds
1039 received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not
1040 repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to
1041 Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at
1042 Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase
1043 Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
1044 Closing.
1045

1046 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending
1047 condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly
1048 notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or
1049

1050 before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should
1051 Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions,
1052 Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in
1053 the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or
1054 exceed the Purchase Price.

1055 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to
1056 walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions
1057 complies with this Contract.

1058 **18.5. Home Warranty. [Intentionally Deleted]**

1059 **18.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other
1060 casualty will be borne by the party entitled to the growing crops as provided in § 2.8. and such party is
1061 entitled to such insurance proceeds or benefits for the growing crops.
1062
1063

1064 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller
1065 acknowledge that their respective broker has advised that this Contract has important legal consequences
1066 and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel
1067 before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with
1068 their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and
1069 (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be
1070 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits,
1071 including deadlines, that must be complied with.
1072
1073

1074 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines
1075 in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due,
1076 including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed
1077 timely as provided in this Contract or waived, the non-defaulting party has the following remedies:
1078

1079 **20.1. If Buyer is in Default:**

1080 **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money
1081 (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest
1082 Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such
1083 additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full
1084 force and effect and Seller has the right to specific performance or damages, or both.
1085

1086 **20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is**
1087 **checked.** Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to
1088 Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED
1089 DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided
1090 in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations
1091 of this Contract. Seller expressly waives the remedies of specific performance and additional damages.
1092

1093 **20.2. If Seller is in Default:**

1094 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as
1095 canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may
1096 recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for
1097 failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this
1098 Contract as being in full force and effect and Buyer has the right to specific performance or damages, or
1099 both.
1100

1101 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under
1102 this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller,
1103 failure to perform any replacements or repairs required under this Contract or failure to timely disclose any
1104 known adverse material facts, Seller remains liable for any such failures to perform under this Contract after
1105 Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and
1106 survive Closing.
1107

Seller(s) Initials: *SN*

1108 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event
1109 of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court
1110 must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and
1111 expenses.
1112

1113 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not
1114 resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the
1115 parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators
1116 cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must
1117 agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share
1118 equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the
1119 entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by
1120 one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing
1121 in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property,
1122 before or after the date of written notice requesting mediation. This Section will not alter any date in this
1123 Contract, unless otherwise agreed.
1124
1125

1126 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must
1127 release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller.
1128 In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to
1129 release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1)
1130 wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a
1131 court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable
1132 attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless
1133 Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller)
1134 containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money
1135 Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In
1136 the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the
1137 time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the
1138 Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or
1139 termination of this Contract.
1140
1141
1142

1143 **24. TERMINATION.**

1144 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to
1145 Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to
1146 Terminate), provided such written notice was received on or before the applicable deadline specified in this
1147 Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the
1148 Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right
1149 to Terminate under such provision.
1150

1151 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received
1152 hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4.
1153 and 21.
1154

1155 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and
1156 specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any
1157 prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this
1158 Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or
1159 enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by
1160 its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor
1161 to a party receives the predecessor's benefits and obligations of this Contract.
1162
1163

1164 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**
1165
1166

Seller(s) Initials: *SN*

1166 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing,
1167 except as provided in § 26.2. and is effective when physically received by such party, any individual named in
1168 this Contract to receive documents or notices for such party.
1169

1170 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in
1171 electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices
1172 for such party at the electronic address of the recipient by email.

1173 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email
1174 at the email address of the recipient, or (2) a link or access to a website or server provided the recipient
1175 receives the information necessary to access the documents.
1176

1177 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed
1178 in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign
1179 a contract in Colorado for real property located in Colorado.
1180

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1186 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing,
1187 by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such
1188 acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If
1189 accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be
1190 executed by each party, separately and when each party has executed a copy thereof, such copies taken
1191 together are deemed to be a full and complete contract between the parties.
1192
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1194 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith
1195 including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing**
1196 **Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey;**
1197 **and Property Disclosure, Inspection, Indemnity, Insurability Due Diligence and Source of Water.**
1198
1199

1200 **ADDITIONAL PROVISIONS AND ATTACHMENTS**
1201
1202

1203 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
1204 Colorado Real Estate Commission.)

1205 **29.1 Notwithstanding anything to the contrary in the Contract:**

1206 **a. Buyer may assign this Contract, and all of its rights hereunder.**

1207 **b. Inspection Termination Deadline may be extended by thirty (30) days upon written notice**
1208 **by Buyer to Seller.**

1209 **c. including, without limitation, Sections 4.3.2 and 23, Buyer shall have the right to terminate**
1210 **this Contract for any or no reason, on or prior to the expiration of the Inspection Termination**
1211 **Deadline by providing to Seller notice of such termination, whereupon Buyer shall receive**
1212 **immediate return of its Deposit and neither Buyer nor Seller shall have any further rights or**
1213 **obligations hereunder except as may be otherwise expressly set forth herein. If this**
1214 **Agreement is terminated on or prior to the expiration of the Inspection Termination Deadline,**
1215 **the escrow established under this Agreement shall be a "sole order" escrow for Buyer's**
1216 **benefit (meaning that Earnest Money Holder shall act solely in accordance with the**
1217 **instructions of Buyer until the expiration Inspection Termination Deadline).**

1218 **(d) See Exhibit A.**
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30. OTHER DOCUMENTS.

30.1. Documents Part of Contract. The following documents **are a part** of this Contract:
Exhibit A attached hereto and incorporated herein by reference.

30.2. Documents Not Part of Contract. The following documents have been provided but are **not a** part of this Contract:
n/a

Signatures



Date: 9/20/2022

Buyer: **Remedy Investments LLC**
By: Peter Westmeyer

REMEDY INVESTMENTS, LLC
c/o Remedy Medical Properties, Inc.
800 West Madison Street
Suite 400
Chicago, Illinois 60607
Telephone: (312) 872-4102 (PW) and (312) 872-4108 (GG)
Attention: Mr. Peter J. Westmeyer and Gregg S. Graines, Esq.
Email: PWestmeyer@remedyed.com and GGraines@remedyed.com

[NOTE: If this offer is being countered or rejected, do not sign this document.]



Date: 8/31/2022

Seller: **Sherry Lynn Niccoli, M.D., P.C., a Colorado corporation**
By: Sherry Lynn Niccoli, President

Sherry Lynn Niccoli, M.D., P.C.
234 N Main Street, Ste. 2C
Gunnison, CO 81230
Telephone: 970-209-5529
Attention: Sherry Lynn Niccoli President
Email: nsnic818@aol.com

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker **Does** **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not

Seller(s) Initials: *SLN*

1283 already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest
1284 Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of
1285 Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written
1286 mutual instructions, provided the Earnest Money check has cleared.
1287

1288 Broker is working with Buyer as a Buyer's Agent Transaction-Broker in this transaction.
1289

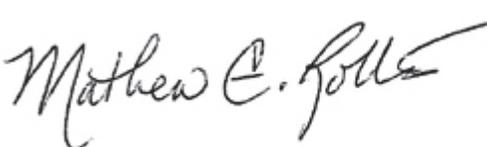
1290 Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship
1291 with Seller.
1292

1293 Brokerage Firm's compensation or commission is to be paid by Listing Brokerage Firm Buyer
1294 Other .
1295

1296
1297 This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does
1298 NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be
1299 entered into separately and apart from this provision.
1300

1301 Brokerage Firm's Name: **Monarch Realty, Inc.**

1302 Brokerage Firm's License #: **EC.000005990**

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Date: **8/17/2022**

1310 Broker's Name: **Mathew E. Robbins**

1311 Broker's License #: **ER.000241001**

1312 Address: **998 County Road 730 Gunnison, CO 81230**

1313 Ph: **970-641-1900** Fax: Email Address: **matt@monarchrlty.com**
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1320 **B. Broker Working with Seller**

1321 Broker Does Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if
1322 Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not
1323 already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest
1324 Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of
1325 Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written
1326 mutual instructions, provided the Earnest Money check has cleared.
1327

1328
1329 Broker is working with Seller as a Seller's Agent Transaction-Broker in this transaction.
1330

1331 Customer. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship
1332 with Buyer.
1333

1334 Brokerage Firm's compensation or commission is to be paid by Seller Buyer Other .
1335

1336
1337 This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does
1338 NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be
1339 entered into separately and apart from this provision.
1340
1341

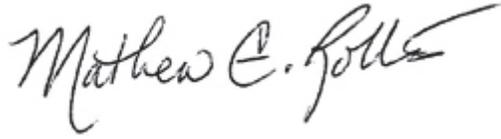
Seller(s) Initials: *SN*

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Brokerage Firm's Name: **Monarch Realty, Inc.**

Brokerage Firm's License #: **EC.000005990**

Broker:



Date: **8/17/2022**

Broker's License #: **ER.000241001**

Address: **998 County Road 730 Gunnison, CO 81230**

Ph: **970-641-1900** Fax: Email Address: **matt@monarchrty.com**

CBS4-6-21. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

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Seller(s) Initials: *SN*

Exhibit A to Contract to Buy and Sell Real Estate Dated August 17, 2022 Between Remedy Investments LLC, as Buyer, and Sherry Lynn Niccoli, M.D., P.C., a Colorado corporation, as Seller (the "Contract")

1. In the event of any conflict between this Exhibit A and any other provision of the Contract, this Exhibit A shall supersede and control.
2. Land Title Guarantee Company located in Crested Butte, Colorado shall be the Title Company.
3. If the initial Closing Date is not available with Land Title Guarantee Company, the Buyer and Seller agree to extend the Closing Date to a date on or before December 31, 2022 to accommodate the availability of Land Title Guarantee Company.
4. Buyer shall have the right to forgo an appraisal, an ILC, any inspection, or any other due diligence at Buyer's sole election.
5. Notwithstanding Section 13, the deed to be provided by Seller to Buyer at Closing under Section 13.1 will not be conveyed "subject to statutory exceptions" but instead subject only to the following exceptions: (i) real property taxes for the current year, a lien not yet due and payable, (ii) inclusion of the Property within any special taxing district, (iii) the schedule B-2 exceptions in the title commitment provided pursuant to Section 8.1 that are identified by reference to specific, recorded documents, (iv) all matters shown on the survey or ILC obtained pursuant to Section 9.1 or, if no survey is obtained, all matters that would have been shown by a true and accurate ILC, and (v) all Off-Record Title matters disclosed in writing to Buyer on or before the Off-Record Title Deadline.
6. The Parties may agree to close at an earlier date and time by mutual agreement.



Monarch Realty, Inc.
 Mathew E. Robbins
 Ph: 970-641-1900

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (AE41-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

AGREEMENT TO AMEND/EXTEND CONTRACT

Date: 1/19/2023

1. This agreement amends the contract dated 9/20/2022 (Contract) between **Sherry Lynn Niccoli, M.D., P.C., a Colorado corporation** (Seller) and **Remedy Investments LLC** (Buyer) relating to the sale and purchase of the following legally described real estate in the County of **Gunnison**, Colorado (insert legal description):

Lot 8-B and Lot 8-C, Re-Subdivision of Lot 8 The Gunnison Center, Phase 1-C, according to the Plat recorded May 24, 2007 as Reception No. 575533 and Affidavit of Correction recorded July 8, 2008 as Reception No. 584971, City of Gunnison, County of Gunnison, State of Colorado.

known as: **TBD N. Colorado Street, Gunnison, CO 81230** (Property).

NOTE: If the table is omitted, or if any item is left blank or is marked in the “No Change” column, it means no change to the corresponding provision of the Contract. If any item is marked in the “Deleted” column, it means that the corresponding provision of the Contract to which reference is made is deleted.

2. **§ 3.1. Dates and Deadlines.** [Note: This table may be omitted if inapplicable.]

Item No.	Reference	Event	Date or Deadline	No Change	Deleted
1	§ 3	Time of Day Deadline	<i>no change</i>		
2	§ 4	Alternative Earnest Money Deadline	<i>no change</i>		
Title					
3	§ 8	Record Title Deadline (and Tax Certificate)	<i>no change</i>		
4	§ 8	Record Title Objection Deadline	<i>no change</i>		
5	§ 8	Off-Record Title Deadline	<i>no change</i>		
6	§ 8	Off-Record Title Objection Deadline	<i>no change</i>		
7	§ 8	Title Resolution Deadline	<i>no change</i>		
8	§ 8	Third Party Right to Purchase/Approve Deadline	<i>no change</i>		
Owners' Association					
9	§ 7	Association Documents Deadline	<i>no change</i>		
10	§ 7	Association Documents Termination Deadline	<i>no change</i>		
Seller's Disclosures					
11	§ 10	Seller's Property Disclosure Deadline	<i>no change</i>		
12	§ 10	Lead-Based Paint Disclosure Deadline	<i>no change</i>		
Loan and Credit					
13	§ 5	New Loan Application Deadline	<i>no change</i>		
14	§ 5	New Loan Terms Deadline	<i>no change</i>		
15	§ 5	New Loan Availability Deadline	<i>no change</i>		
16	§ 5	Buyer's Credit Information Deadline	<i>no change</i>		

Seller(s) Initials: *SLN*

17	§ 5	Disapproval of Buyer's Credit Information Deadline	<i>no change</i>			
18	§ 5	Existing Loan Deadline	<i>no change</i>			
19	§ 5	Existing Loan Termination Deadline	<i>no change</i>			
20	§ 5	Loan Transfer Approval Deadline	<i>no change</i>			
21	§ 4	Seller or Private Financing Deadline	<i>no change</i>			
Appraisal						
22	§ 6	Appraisal Deadline	<i>no change</i>			
23	§ 6	Appraisal Objection Deadline	<i>no change</i>			
24	§ 6	Appraisal Resolution Deadline	<i>no change</i>			
Survey						
25	§ 9	New ILC or New Survey Deadline	<i>no change</i>			
26	§ 9	New ILC or New Survey Objection Deadline	<i>no change</i>			
27	§ 9	New ILC or New Survey Resolution Deadline	<i>no change</i>			
Inspection and Due Diligence						
28	§ 2	Water Rights Examination Deadline	<i>no change</i>			
29	§ 8	Mineral Rights Examination Deadline	<i>no change</i>			
30	§ 10	Inspection Termination Deadline	<i>2/2/2023</i>	Thursday		
31	§ 10	Inspection Objection Deadline	<i>2/2/2023</i>	Thursday		
32	§ 10	Inspection Resolution Deadline	<i>no change</i>			
33	§ 10	Property Insurance Termination Deadline	<i>no change</i>			
34	§ 10	Due Diligence Documents Delivery Deadline	<i>no change</i>			
35	§ 10	Due Diligence Documents Objection Deadline	<i>no change</i>			
36	§ 10	Due Diligence Documents Resolution Deadline	<i>no change</i>			
37	§ 10	Environmental Inspection Objection Deadline (CBS2, 3, 4)	<i>no change</i>			
38	§ 10	ADA Evaluation Termination Deadline (CBS2, 3, 4)	<i>no change</i>			
39	§ 10	Conditional Sale Deadline	<i>no change</i>			
40	§ 10	Lead-Based Paint Termination Deadline	<i>no change</i>			
41	§ 11	Estoppel Statements Deadline (CBS2, 3, 4)	<i>no change</i>			
42	§ 11	Estoppel Statements Termination Deadline (CBS2, 3, 4)	<i>no change</i>			
Closing and Possession						
43	§ 12	Closing Date	<i>3/2/2023</i>	Thursday		
44	§ 17	Possession Date	<i>no change</i>			
45	§ 17	Possession Time	<i>no change</i>			
46	<i>n/a</i>	<i>n/a</i>	<i>no change</i>			
47	<i>n/a</i>	<i>n/a</i>	<i>no change</i>			

18 **3.** Other dates or deadlines set forth in the Contract are changed as follows:

19 *n/a*

20

21 **4.** Additional amendments:

22 ***A. Buyer and Seller hereby reinstate the Contract and all terms and conditions set forth therein except as otherwise expressly set forth in this Agreement to Amend/Extend Contract such that the Contract (as amended from time to time) is in full force and effect as if the same had not been terminated.***

23 All other terms and conditions of the Contract remain the same.

24

Seller(s) Initials: *SN*

25 This proposal expires unless accepted in writing by Seller and Buyer as evidenced by their signatures below and
the offering party to this document receives notice of such acceptance on or before January 20, 2023 4 pm
MST. Date Time

26

27 Sherry Lynn Niccoli, President Date: 1/19/2023

Seller: **Sherry Lynn Niccoli, M.D., P.C., a Colorado corporation**
By: Sherry Lynn Niccoli, President

28

29 Seller: _____ Date: _____

30 Address:

31

32



Date: 1/19/2023

33 Buyer: **Remedy Investments LLC**
By: Peter Westmeyer

34

35 Buyer: _____ Date: _____

36 Address:

37

AE41-6-21. AGREEMENT TO AMEND/EXTEND CONTRACT

CTM eContracts - ©2022 CTM Software Corp.

Seller(s) Initials: *SLN*

REMEDY INVESTMENTS, LLC
800 W. Madison, Suite 400, Chicago, Illinois 60602

January 18, 2023

Via Email

Sherry Lynn Niccoli, M.D., P.C.
234 N Main Street, Suite 2C
Gunnison, CO 81230
Attention: Sherry Lynn Niccoli, President
Email: nsnic818@aol.com

Re: Termination Notice – Lot 8-B and Lot 8-C, The Gunnison Center, Gunnison, Colorado

Ms. Niccoli:

This letter is in reference to that certain Contract to Buy and Sell Real Estate (Land) dated as of September 20, 2022 (the “**Agreement**”) by and between Sherry Lynn Niccoli, M.D., P.C. (“**Seller**”) and Remedy Investments LLC, a Delaware limited liability company (“**Buyer**”). Capitalized terms not defined in this letter shall have the meanings ascribed to such terms in the Agreement.

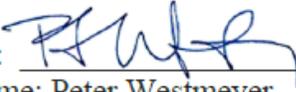
This letter serves as notice to Seller and the Earnest Money Holder that the Buyer finds the Property unsatisfactory and that Buyer elects to terminate the Agreement in accordance with Section 10 of the Agreement. Therefore, in accordance with Section 4.3.2 of the Agreement, Buyer is entitled to the Earnest Money. Earnest Money Holder is hereby instructed to return the Earnest Money to Buyer. Buyer will separately provide Earnest Money Holder with its wire instructions for the Earnest Money.

[Remainder of page intentionally left blank; signature page follows]

REMEDY INVESTMENTS, LLC
800 W. Madison, Suite 400, Chicago, Illinois 60602

Very truly yours,

REMEDY INVESTMENTS LLC, a Delaware
limited liability company

By: 
Name: Peter Westmeyer
Its: Authorized Signatory

REMEDY INVESTMENTS, LLC
800 W. Madison, Suite 400, Chicago, Illinois 60602

December 19, 2022

Via Email

Sherry Lynn Niccoli, M.D., P.C.
234 N Main Street, Suite 2C
Gunnison, CO 81230
Attention: Sherry Lynn Niccoli, President
Email: nsnic818@aol.com

Re: Extension Notice – Lot 8-B and Lot 8-C, The Gunnison Center, Gunnison, Colorado

Dr. Niccoli:

This letter is in reference to that certain Contract to Buy and Sell Real Estate (Land) dated as of September 20, 2022 (the “**Agreement**”) by and between Sherry Lynn Niccoli, M.D., P.C. (“**Seller**”) and Remedy Investments LLC, a Delaware limited liability company (“**Buyer**”). Capitalized terms not defined in this letter shall have the meanings ascribed to such terms in the Agreement.

This letter serves as notice to Seller and the Earnest Money Holder of Buyer’s election under Section 29.1(b) of the Agreement to extend the Inspection Termination Deadline. Therefore, in accordance with Section 29.1(b) of the Agreement, the Inspection Termination Deadline shall be extended for thirty (30) days (i.e. January 18, 2023), and the Closing Date is accordingly extended.

Sincerely,

REMEDY INVESTMENTS, LLC

By:  _____

Name: Peter Westmeyer

Its: Authorized Signatory

cc: Matthew E. Robbins (matt@monarchrlty.com)
Andrew Jaeger (ajaeger@firstam.com)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Report

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Present Monthly and Investment Reports

Fiscal Impact:

Submitted by: Debbie Dunbar

Submitter's Email Address: ddunbar@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 2/21/2023

TREASURER'S MONTHLY REPORT FOR JANUARY 2023

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
	\$	\$	\$	\$
COUNTY FUNDS				
Due from Tre-County General	14,012,309.09	1,398,545.29	(1,384,392.24)	14,026,463.19
Due from Tre-Road & Bridge	3,376,273.62	26,120.76	(276,696.45)	3,125,697.93
Due from Tre-Human Services	413,988.95	39,373.05	(10,768.02)	442,593.98
Due from Tre-Public Health Agency	151,283.72	75,562.60	(5,537.85)	221,307.42
Due from Tre-Conservation Trust	176,694.94	235.58	-	176,930.52
Due from Tre-Bond Fund	604,655.46	589.78	(162,294.76)	442,950.48
Due from Tre-Airport	1,720,976.76	108,834.36	(946,694.38)	883,116.74
Due from Tre-Sales Tax	3,287,113.68	89,817.96	(37.75)	3,376,893.89
Due from Tre-Land Preservation	1,241,452.30	1,571.47	(62,789.39)	1,180,234.38
Due from Tre-Mosquito	27,976.66	7,252.44	(165.68)	35,063.42
Due from Tre-Sage Grouse	246,386.86	5,619.46	-	252,006.32
Due from Tre-Risk Management	67,414.46	89.88	-	67,504.34
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	443,647.35	569.40	(16,572.91)	427,643.84
Due from Tre-Sewer	1,352,983.47	92,652.68	(237,399.87)	1,208,236.28
Due from Tre-Water	891,788.84	113,758.33	-	1,005,547.17
Due from Tre-Solid Waste	829,171.91	83,425.90	(174,856.69)	737,741.12
Due from Tre-Housing Authority	5,423,191.80	18,736.78	(23,915.68)	5,418,012.90
Due from Tre-Gunn Sr Housing	51,705.12	13,262.12	(26,298.81)	38,668.43
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	1,961,492.70	51,959.62	(0.50)	2,013,451.82
Due from Tre-Internal Service II	783,577.63	4,052.22	(13.98)	787,615.87
Due from Tre-Insurance Trust	2,164,821.75	71,135.30	-	2,235,957.05
Due from Tre-Local Marketing District	2,083,120.32	2,543.24	(175,589.76)	1,910,073.80
Due from Tre-Rural Trans Auth	6,264,284.51	38,082.71	(264,666.69)	6,037,700.53
Due from Tre-Public Trustee Agency	3,954.94	7,000.00	(5,901.33)	5,053.61
Due from Tre-Series 2010 Bond Reserve	-	-	-	-
Due from Tre-Terminal Construction	-	-	-	-
Due from Tre-Courthouse Renovation	-	-	-	-
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	175.00	(175.00)	-
Due from Tre-Treas Fees	-	94,816.92	(94,816.92)	-
Due from Tre-Health Claims	68,078.06	96,018.34	(76,455.23)	87,641.17
Due from Tre-Landfill Closure	1,136,259.72	12,060.62	-	1,148,320.34
Due from Tre-Landfill Cons Resv	1,202,820.37	40,833.84	-	1,243,654.21
Due from Tre-Payroll Clearing	13,855.74	901,915.14	(904,518.62)	11,252.26
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	13,454.13	17.94	-	13,472.07
Due From Tre-Housing Authority Restricted Deposits	11,000.00	11,078.00	-	22,078.00
Due From Tre-Housing Authority Restricted Cash #2	274,820.99	-	-	274,820.99
Due from Tre-Accounts Payable Clearing	1,569,747.31	3,760,093.93	(3,961,517.27)	1,368,323.97
Due from Tre-Finance Revenue Clearing	-	1,943,558.00	(1,943,558.00)	-
Due from Tre-Water Resource	50,244.39	66.99	-	50,311.38
Due from Tre-Workforce Impact Fees	378,359.19	504.46	-	378,863.65
Due from Tre-Living Community	82.65	91,580.95	(4,638.50)	87,025.10
COUNTY FUNDS TOTAL	52,479,712.59	9,203,511.06	(10,760,272.28)	50,922,951.37
CITIES AND TOWNS	\$	\$	\$	\$
Due from Tre-Crested Butte General	7,283.95	29,659.58	(7,825.69)	29,117.84
Due from Tre-Crested Butte Street/Alley	-	81,759.38	(2,636.06)	79,123.32
Due from Tre-Gunnison City General	4,145.33	32,127.64	(4,742.82)	31,530.15
Due from Tre-Marble General	219.36	2,000.99	(256.87)	1,963.48
Due from Tre-Mt Crested Butte General	7,212.97	161,455.43	(48,198.74)	120,469.66
Due from Tre-Pitkin General	197.86	5,452.78	(693.70)	4,956.94
CITIES AND TOWNS TOTAL	19,059.47	312,455.80	(64,353.88)	267,161.39
SCHOOLS	\$	\$	\$	\$
Due from Tre-Gunn RE1J Gen	104,560.91	1,395,349.03	(178,403.33)	1,321,506.61
Due from Tre-Gunn RE1J Bond	496.54	907,520.68	(35,449.02)	872,568.20
Due from Tre-Delta 50J General	5,559.63	25,082.84	(5,611.77)	25,030.70
Due from Tre-Delta 50J Bond	-	3,736.78	-	3,736.78
Due from Tre-Montrose RE1J General	716.93	12,216.37	(746.09)	12,187.21
Due from Tre-Montrose RE1J Bond	-	1,472.13	-	1,472.13
Due from Tre-Reij 2014 Mill Override	247.72	246,319.48	(14,031.23)	232,535.97

SCHOOLS TOTAL	111,581.73	2,591,697.31	(234,241.44)	2,469,037.60
IMPROVEMENT DISTRICTS	\$	\$	\$	\$
Due From Tre-Gunn Rising #2	11.28	8,310.64	(260.57)	8,061.35
Due From Tre-Gunn Rising #3	-	-	-	-
Due From Tre-Gunn Rising #4	-	-	-	-
Due from Tre-CO River Water CD	2,048.69	39,913.90	(5,171.00)	36,791.59
Due from Tre-Reserve MD2	876.22	23,655.17	(1,565.89)	22,965.50
Due from Tre-Mt Crested Butte DDA	-	118,691.71	(3,958.42)	114,733.29
Due from Tre-Bostwick Park Water CD	15.45	425.35	(27.84)	412.96
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	1,949.07	40,409.19	(3,709.29)	38,648.97
Due from Tre-Mt CB Water/San	5,558.87	145,058.68	(39,340.17)	111,277.38
Due from Tre-East River Regional SD	561.96	11,651.72	(1,028.39)	11,185.29
Due from Tre-Cemetery	1,037.83	18,257.11	(1,631.76)	17,663.18
Due from Tre-Gunn Co Metro Rec Dist	3,783.99	76,299.67	(9,922.14)	70,161.52
Due from Tre-N Fork Water CD	98.32	282.44	(104.57)	276.19
Due from Tre-Skyland MD	3,411.64	77,858.49	(5,669.55)	75,600.58
Due from Tre-Upper Gunn Water CD	7,245.25	145,930.34	(19,135.93)	134,039.66
Due from Tre-Crested Butte Fire PD	16,427.37	359,778.83	(55,556.90)	320,649.30
Due from Tre-Gunn Co Fire PD	4,000.77	89,959.77	(7,011.93)	86,948.61
Due from Tre-Carbondale & Rural Fire PD	1,151.10	18,922.00	(1,692.51)	18,380.59
Due from Tre-Ragged Mt Fire PD	607.94	3,104.61	(687.21)	3,025.34
Due from Tre-Arrowhead Fire PD	245.15	6,270.32	(427.64)	6,087.83
Due From Tre-Library General Fund	7,769.40	153,893.49	(19,736.10)	141,926.79
Due From Tre-Reserve MD#2 BOND 2016A	2,774.48	65,796.99	(4,685.08)	63,886.39
Due From Tre-North Fork Ambulance Health Service D	1,209.03	8,839.52	(1,446.64)	8,601.91
Due From Tre-Reserve MD #2 BOND 2016B	340.69	9,263.69	(610.82)	8,993.56
Due From Tre-Reserve MD #2 BOND 2016C	298.25	7,866.84	(527.45)	7,637.64
Due From Tre-Crested Butte Fire PD Bond	9,026.39	181,067.87	(29,466.68)	160,627.58
Due From Tre-Gunn Co Metro Rec North	-	86,631.50	(5,518.57)	81,112.93
IMPROVEMENT DISTRICTS TOTAL	70,449.14	1,698,139.84	(218,893.05)	1,549,695.93
MISC CONTROL	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	399,938.05	436,719.81	(385,577.05)	451,080.81
Due from Tre-Clerk Sales Tax	(0.30)	54,938.47	(54,938.47)	(0.30)
Due from Tre-SOT	-	193,204.33	(193,204.33)	-
Due from Tre-State Auto	-	146,685.93	(146,685.93)	-
Due from Tre-Clerk ST Domestic Abuse	-	160.00	(160.00)	-
Due from Tre-Clerk State Registrar	-	24.00	-	24.00
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	229.00	622.00	(851.00)	-
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	-	74,323.60	(74,323.60)	-
Due from Tre-Treas Deed	2,584.28	2,620.00	(1,780.42)	3,423.86
Due from Tre-Unused Remittances	219,051.36	3,342.27	(222,230.62)	163.01
Due from Tre-Elected Official Fees Clrg	14,590.76	29,605.10	(33,559.78)	10,636.08
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	707,838.77	942,245.51	(1,113,311.20)	536,773.08
GRAND TOTALS	53,388,641.70	14,748,049.52	(12,391,071.85)	55,745,619.37

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 January 2023.

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

Gunnison County Treasurer						
Investment Report						
31-Jan-23						
CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH
Cash on Hand	1100	1,176,879.39			Cash	N/A
Bank of the West	1101	2,479,045.07	0.00%		Chkg	N/A
Bank of the West CC	1103	1,033,710.90	0.00%		Chkg	N/A
Bank of the West MM	1104	2,002,644.42	0.25%		MMA	Mo
Bank of the West Sheriff Account	1109	43,718.39	0.00%		check	n/a
Wells Fargo Warrant Clearing	1145	859,603.19	0.00%		Chkg	N/A
Wells Fargo Revenue Clearing	1147	6,284,484.79	0.00%		Chkg	Mo
Colotrust Plus	1118	4,032,750.62	4.30%		Pool	Mo
C-Safe	1121	3,266,793.54	4.21%		Pool	Mo
Community Banks of Colorado MM	1320	1,286,150.34	0.25%		MMA	Mo
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	N/A
Investment Clearing	1199	14,590.80	0.01%		MMA	Mo
TOTAL CASH AND CHECKING		22,634,533.13		40.59%		
INVESTMENTS						
American Express AD582	1214	236,160.15	3.40%		CD	M/Mat 4/29/27 5 YRS
AXOS Bank DAH1	1275	243,474.11	1.55%		CD	M/Mat 3/27/23 3 yrs
Bank Hapoalim A2C3	1252	238,275.73	0.30%		CD	SA/ Mat 8/21/23
Bank of Baroda HMT7	1260	221,911.44	0.65%		CD	SA/Mat 7/22/25 5 yrs
Bankwell BCL3	1261	239,148.66	0.40%		CD	SA/Mat 7/28/23 3 yrs
BMO Harris Bank XAN0	1259	225,628.83	0.55%		CD	Qtrly/Mat 7/29/24 yrs
BMW Bank AKJ2	1343	228,317.70	2.10%		CD	SA/Mat 9/15/21 4yr
Cadence Bank RGA6	1272	242,863.11	1.30%		CD	SA/Mat 4/17/23 3yrs
Capital One Bank RPN5	1271	228,196.43	1.45%		CD	SA/Mat 4/15/25 5 yrs
Capital One Bank USA HF75	1213	236,725.61	3.45%		CD	M/MAT 6/29/27 5 YRS
Cathay Bank 9MQ5	1328	243,601.78	3.15%		CD	SA/Mat 6/8/2023 5 yrs
Celtic Bank RRH2	1306	233,356.86	1.85%		CD	SA/Mat 8/30/24 5 yr
Citibank QK40	1330	243,984.96	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	237,220.02	3.45%		CD	SA/ Mat 7/29/26
East Boston Savings PDL2	1254	232,872.50	0.30%		CD	SA/ Mat 2/12/24
Enerbank TQJ2	1257				CD	matured
FBCB EMZJ5	1233	456,750.00	0.73%		AG	SA/Mat 5/19/25 4 yrs callable
FBCB L6U3	1251	241,970.00	0.28%		AG	SA/Mat 9/14/23 3 yrs callable
FBCB MHL9	1247	479,480.00	0.31%		AG	SA/Mat 11/30/23 3 yrs callable
FBCB MJT0	1245	438,456.90	0.60%		AG	SA/Mat 12/9/25 5 yrs callable
FBCB NN892	1200	496,585.00	4.87%		AG	SA/Mat 9/28/26 4 yrs callable
FBCB NV234	1198	498,810.00	5.48%		AG	SA/Mat 10/25/27 5 yrs callable
FHLB AUN594	1196	500,000.00	5.00%		AG	SA/Mat 1/28/27 4 yrs
FHLB AMDV1	1236	447,380.00	1.00%		AG	SA/Mat 5/12/26 5 yrs callable
FHLB AMDV5	1235	446,545.00	1.00%		AG	SA/Mat 5/20/26 5 yrs callable
FHLB AMJN3	1234	447,040.00	0.55%		AG	SA/Mat 5/26/26 5yrs callable
FHLB AMTQ5	1236	323,214.50	0.50%		AG	SA/Mat 12/30/24 4.6yrs callable
FHLB AMT25	1235	314,405.00	0.75%		AG	SA/Mat 11/28/25 4yrs callable
FHLB AMXJ6	1234	463,920.00	0.50%		AG	SA?Mat 9/30/24 3.25 yrs callable
FHLB ANG95	1227	446,265.00	0.50%		AG	SA/Mat 8/24/26 5 yrs callable
FHLB AR6F33	1219	471,560.00	2.00%		AG	SA/Mat 3/24/25 3 yrs callable
FHLB ARC33	1220	549,798.00	2.30%		AG	SA/MAT 3/29/27 5 yrs callable
FHLB ARUR0	1217	473,410.00	3.20%		AG	SA/MAT 5/10/27 5 YRS CALLABLE
FHLB BS58	1204	492,915.00	4.00%		AG	SA/MAT 9/29/26 5 YRS CALLABLE
FHLB ANJK7	1229	881,350.00	0.875%		AG	SA/Mat 8/25/26 5 yrs callable
FHLB KWS1	1243	442,880.00	0.53%		AG	SA/Mat 2/17/26 5 yrs callable
FHLB LA53	1244	443,540.00	0.60%		AG	SA/Mat 2/25/26 5 yrs callable
FHLB LM43	1241	451,300.00	0.75%		AG	SA/MAT 9/30/25 4 YRS CALLABLE
FHLB LMM3	1242	448,120.00	1.00%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LV68	1240	448,560.00	1.03%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LW26	1237	457,480.00	0.75%		AG	SA/MAT 4/22/25 4 YRS CALLABLE
FHLB PH406	1226	440,915.00	1.06%		AG	SA/MAT 10/21/26 5YRS CALLABLE
FHLB PLK90	1225	444,085.00	1.28%		AG	SA/MAT 10/28/26 5 YRS CALLABLE
FHLB Q5F69	1224	465,480.00	1.10%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB QFB49	1223	456,205.00	1.00%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB R7M74	1221	466,835.00	2.00%		AG	SA/MAT 9/30/25 3 1/2 YRS callable
FHLB SGP81	1215	499,035.00	4.10%		AG	SA/MAT 7/14/22 3 YRS CALLABLE
FHLB TFW25	1206	498,880.00	4.15%		AG	SA/Mat 9/30/25 3 yrs Callable
FHLB ATM414	1201	498,930.00	5.00%		AG	SA/MAT 10/27/27 5 yrs callable
FHLB U4Y77	1197	499,485.00	5.05%		AG	SA/Mat 12/29/25 3 yr callable
FHLB LW67	1238	448,735.00	1.10%		AG	SA/MAT 4/22/26 5 YRS CALLABLE
FHLMC 2D51	1205	492,385.00	4.15%		AG	SA/ Mat 9/29/26 4 yrs Callable
FHLMC B3F5	1246	268,851.00	0.60%		AG	SA/Mat 11/20/25 5 yrs callable
FHLMC GXN91	1207	686,035.50	4.00%		AG	SA/Mat 8/24/27 5 yrs Callable
FHLMC GXZ14	1216	490,210.00	4.00%		AG	SA/MAT 7/14/25 3 YRS CALLABLE
FHLMC XAP9	1248	448,370.00	0.60%		AG	SA/Mat 11/12/25 5 yrs callable
FHLMC XXR08	1211	488,045.00	3.32%		AG	SA/MAT 6/30/25 3 YRS Callable
FHLMC XYD03	1212	484,060.00	3.25%		AG	SA/MAT 6/30/27 5 yrs Callable
First Natl Bank of America YUJ2	1228	214,819.43	0.85%		cd	M/Mat 9/30/26
Firststier Bank LAH1	1304	240,734.06	1.90%		CD	SA/Mat 8/23/23 4 yrs
Flagstar Bank E3X3	1256	228,665.60	0.50%		CD	SA/Mat 7/31/24 yrs
Goldman Sachs P6U6	1399	243,653.23	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	260,125.23	2.00%		CD	Qtrly/Mat 1/27/25
JP Morgan UNC9	1250	218,817.50	0.40%		CD	SA/Mat 9/30/25 5yrs callable
Leader Bank UHF2	1249	236,751.34	0.25%		CD	SA/Mat 10/2/23 callable
Legacy Bank 9156	1402	220,442.75	0.25%		CD	Q/Mat 7/21/23 - 24 mo
Live Oak Bank 6HN7	1284	233,826.28	1.85%		CD	SA/Mat 7/24/24
Luana Savings PHA5	1253	232,812.23	0.30%		CD	SA/ Mat 2/14/24
M Y Safra Bank JB10	1258	238,486.35	0.30%		CD	SA/Mat 8/4/23 4 yrs
Marlin Business Bank	1291	238,135.10	1.70%		CD	SA/ Mat 12/4/23 4 yrs
Medallion Bank dgb1	1487	244,397.79	1.60%		CD	SA/MAT 2/6/23 3 yr
Merrick Bank KEW2	1285	237,006.63	1.75%		CD	SA/Mat 1/31/24
Morgan Stanley RRB8	1338	231,988.29	1.90%		CD	SA/Mat 1/2/25
Morgan Stanley Private Bank AYA1	1316	244,057.73	2.75%		CD	SA/Mat 4/4/23 4 yr
Pacific Western Bank YRK7	1273	233,361.03	1.20%		CD	SA/Mat 4/30/24 4 yrs
Park State Bank VAB7	1265	224,038.53	0.90%		CD	M/Mat 5/22/25 5 yrs callable
Pinnacle Bank SKU4	1269	241,882.86	0.70%		CD	M/Mat 5/8/23 3 yrs
Raymond James Bank	1293	232,245.79	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 SKL4	1332	244,224.28	2.90%		CD	SA/Mat 3/29/23 5 yrs
Synchrony Bank EXB81	1208	237,908.96	2.40%		CD	SA/Mat 7/29/2025
Synovus Bank DVD91	1195	245,000.00	4.40%		cd	SA/Mat 5/28/24 16mo
Texas Capital Bank PLY3	1255	244,028.08	0.30%		CD	SA/Mat 2/7/23
Texas Exchange Bank THU7	1263	224,063.28	1.00%		CD	M/Mat 6/19/25 callable 5 yrs
Toyota Financial Savings MJ51	1264	223,248.65	0.80%		CD	SA/Mat 6/30/25 5 yrs
US Treasury 2CBQ3	1218	446,055.00	2.40%		AG	SA/MAT 2/28/26 4 YRS
US Treasury 8Z781	1222	451,875.00	1.62%		AG	SA/Mat 1/31/27
US Treasury CCF68	1210	446,465.00	3.20%		AG	SA/Mat 5-31-26 4 YRS
Wells Fargo Bank 3A48	1488	238,205.90	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		33,125,488.60		59.41%		
Cash per Treasurer's Ledger		55,760,021.73		100.00%		
Plus Pending Disbursements		(14,402.36)				
Total Due to All Funds		55,745,619.37				

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Vouchers and Transfers: January 2023 Cash Transfer

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

January 2023 Cash Transfer Report

Fiscal Impact: \$5,130,662.90

Submitted by: Kelly Weak

Submitter's Email Address: kweak@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 2/21/2023



**GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
January-23**

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(803,505.44)
130	95 11122	General - Payroll Account	901,915.14	0.00
150	01 11102	General - Water Resources	0.00	0.00
155	01 11103	General - Workforce Impact Fee:	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(1,943,558.00)
002	02 11900	Road & Bridge	0.00	(276,633.04)
003	03 11900	Human Services	0.00	(8,864.70)
004	04 11900	Public Health Agency	0.00	(4,784.13)
007	07 11900	Conservation Trust	0.00	0.00
008	08 11900	Bond Fund	0.00	(162,294.76)
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	0.00	(945,322.59)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	81,546.93	0.00
013	13 11900	Land Preservation	0.00	(62,789.39)
030	30 11900	Mosquito Control	1,682.95	0.00
032	32 11900	Sage Grouse Trust	5,283.91	0.00
034	34 11900	Risk Management	0.00	0.00
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	(16,572.91)
050	50 11900	Gunnison County Sewer	0.00	(236,490.73)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	112,314.93	0.00
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(174,032.23)
125	52 11101	Solid Waste - Landfill Closure	10,531.65	0.00
126	52 11102	Solid Waste - Landfill Const	39,177.93	0.00
070	70 11900	Housing Authority	0.00	(23,728.83)
141	70 11101	Housing Authority Restricted Depo	11,078.00	0.00
071	71 11900	Senior Housing - Operating	0.00	(26,298.81)
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	49,228.74	0.00
082	82 11900	ISF-II	1,605.58	0.00
090	90 11900	Health Insurance Trust	60,184.87	0.00
115	90 11101	Health Insurance Claims	96,018.34	0.00
091	91 11900	Local Marketing District	0.00	(175,589.76)
092	92 11900	Transportation Authority	0.00	(264,366.25)
093	93 11900	Public Trustee Agency	0.00	(5,831.33)
145	95 11121	Accounts Payable Clearing	3,760,093.93	0.00
TOTALS			\$ 5,130,662.90	\$ (5,130,662.90)

TRANSFER FOR JOURNAL ENTRIES:
#NAME?

PREPARED BY: [Signature]

DATE: 2/10/23

AUTHORIZED BY: [Signature]

DATE: 2/10/23

RECEIVED BY TREASURER: [Signature]

DATE: 2-10-23

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
January-23

Balance	JE's	Description	Finance Business Date	01	01	01	01	01	02	03	04
				General Fund 01 11900	Water Resource Prot. 01 11102	Workforce Impact Fees 01 11103	Courthouse Renovation 01 11105	Revenue Clearing 01 11106	Road & Bridge 02 11900	Human Services 03 11900	Public Health 04 11900
-	301344,	STND1: VEHICLE/EQUIPMENT RENT	1/31/2023	(20,035.59)						(223.74)	
-	301345,	STND2: BUDGETED INTERFUND TRANSFERS	1/31/2023	32,420.33					(14,583.33)		(5,166.67)
-	301346,	STND3: MAPPING SYSTEM CHARGES	1/31/2023	(11,534.02)					(1,675.83)	(22.08)	(22.08)
-	301347,	STND4: TELEPHONE/FAX SYSTEM CHARGES	1/31/2023	(3,964.15)					(324.17)	(637.50)	(712.50)
-	301348,	STND5: COMPUTER SYSTEM CHARGES	1/31/2023	(22,317.77)					(2,870.83)	(1,270.83)	(3,349.59)
-	211317,	CORRECT MATUSENOV JE	11/30/2022						(217.88)		
-	211318,	LANDFILL ALLOCATION NOV	11/30/2022								
-	211320,	PCARD DISTRIBUTION NOV	11/30/2022	32,613.59					(4,548.23)	(3,378.40)	(10,080.24)
-	212273,	RECORD AIRPORT ID BADGES	12/31/2022	(300.00)							
-	212325,	RECLASS RTA VETC	12/31/2022	54,991.75							
-	212327,	FUEL TAX CLAIM 41 22	12/31/2022	(2,398.56)						23.23	8.45
-	212329,	BUDGET TRANSFER 4Q SAGE GROUSE	12/31/2022	7,147.82							
-	212332,	EQUIPMENT USAGE DEC	12/31/2022	(247.50)					(234,894.88)		
-	212333,	MATERIAL USAGE DEC	12/31/2022						(8,499.85)		
-	212334,	LANDFILL ALLOCATION DEC	12/31/2022								
-	212335,	WATER SEWER POSTAGE 1ST QTR	12/31/2022	640.04							
-	212351,	REC PW COMP EARNED DEC	12/31/2022						1,125.20		
-	301112,	MOVE BALANCE	1/31/2023								
-	301292,	REC/MED/FLEX/Rx CHECKS JAN	1/31/2023	(7,307.43)							
-	301293,	COPIES BLACK JAN 2023	1/31/2023	(977.76)						(0.96)	(48.32)
-	301294,	COPIES COLOR JAN 2023	1/31/2023	(1,563.48)						(8.28)	(12.42)
-	301295,	POSTAGE USE JAN 2023	1/31/2023	(1,761.35)							(1.74)
-	301296,	PUBLIC HEALTH PHOTOCOPIES JAN 2023	1/31/2023	(28.00)							(166.12)
-	301303,	RECLASS HHS REVENUE	1/31/2023	(133.48)							133.48
-	301316,	RECORD PUBLIC WORKS COMP EARNED JAN	1/31/2023						1,322.46		
-	301317,	LANDFILL ALLOCATION JAN	1/31/2023								
-	301337,	DHS RENT JAN	1/31/2023	9,433.00						(9,433.00)	
-	301338,	REVENUE CLEARING ACTIVITY JAN	1/31/2023	88,978.31				(1,943,558.00)	236,946.58	162,746.36	164,561.96
-	AP,	AP CLEARING JANUARY	1/31/2023	(613,859.65)					(19,154.25)	(7,744.10)	(24,201.27)
-	GBI,	LANDFILL INTERFUND CHARGES	N/A								
-	301304,	NET PAYROLL TRANSFER	1/31/2023	(901,915.14)							
-	PRJ,	Payroll Journals	1/31/2023	558,613.60					(226,743.70)	(148,915.40)	(125,727.07)
-	UBB	1st Quarter Water Sewer Transfers	1/1/2023	-	-	-	-	-	(2,514.33)	-	-
-		TOTALS		(803,505.44)	-	-	-	(1,943,558.00)	(276,633.04)	(8,864.70)	(4,784.13)

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
January-23**

JE's	Description	Finance Business Date	07	08	08	08	10	10	12	13	30	32
			Conservation Trust	Bond Fund	Series 2010 Bond Reserve	Series 2013 Bond Reserve	Airport Operations	Terminal Construction	Sales Tax	Land Preservation	Mosquito Control	Sage Grouse
			07 11900	08 11900	08 11101	08 11102	10 11900	10 11101	12 11900	13 11900	30 11900	32 11900
301344,	STND1: VEHICLE/EQUIPMENT RENT	1/31/2023					(502.25)					
301345,	STND2: BUDGETED INTERFUND TRANSFERS	1/31/2023					(4,635.00)				1,682.95	
301346,	STND3: MAPPING SYSTEM CHARGES	1/31/2023					(22.08)					
301347,	STND4: TELEPHONE/FAX SYSTEM CHARGES	1/31/2023					(308.33)					
301348,	STND5: COMPUTER SYSTEM CHARGES	1/31/2023					(1,541.67)					
211317,	CORRECT MATUSENOV JE	11/30/2022										
211318,	LANDFILL ALLOCATION NOV	11/30/2022										6,078.18
211320,	PCARD DISTRIBUTION NOV	11/30/2022					(4,577.83)					
212273,	RECORD AIRPORT ID BADGES	12/31/2022					300.00					
212325,	RECLASS RTA VETC	12/31/2022										
212327,	FUEL TAX CLAIM 41 22	12/31/2022										
212329,	BUDGET TRANSFER 4Q SAGE GROUSE	12/31/2022										(7,147.82)
212332,	EQUIPMENT USAGE DEC	12/31/2022										
212333,	MATERIAL USAGE DEC	12/31/2022										
212334,	LANDFILL ALLOCATION DEC	12/31/2022										4,109.47
212335,	WATER SEWER POSTAGE 1ST QTR	12/31/2022										
212351,	REC PW COMP EARNED DEC	12/31/2022										
301112,	MOVE BALANCE	1/31/2023		(45.28)					45.28			
301292,	REC/MED/FLEX/Rx CHECKS JAN	1/31/2023										
301293,	COPIES BLACK JAN 2023	1/31/2023					(12.00)					
301294,	COPIES COLOR JAN 2023	1/31/2023					(57.06)					
301295,	POSTAGE USE JAN 2023	1/31/2023										
301296,	PUBLIC HEALTH PHOTOCOPIES JAN 2023	1/31/2023										
301303,	RECLASS HHS REVENUE	1/31/2023										
301316,	RECORD PUBLIC WORKS COMP EARNED JAN	1/31/2023										
301317,	LANDFILL ALLOCATION JAN	1/31/2023										3,962.31
301337,	DHS RENT JAN	1/31/2023										
301338,	REVENUE CLEARING ACTIVITY JAN	1/31/2023					73,871.82		388,419.88	62,210.61		
AP,	AP CLEARING JANUARY	1/31/2023		(162,249.48)			(924,690.87)		(306,918.23)	(125,000.00)		(1,718.23)
GBI,	LANDFILL INTERFUND CHARGES	N/A										
301304,	NET PAYROLL TRANSFER	1/31/2023										
PRJ,	Payroll Journals	1/31/2023					(83,147.32)					
UBB	1st Quarter Water Sewer Transfers	1/1/2023	-	-	-	-	-	-	-	-	-	-
TOTALS			-	(162,294.76)	-	-	(945,322.59)	-	81,546.93	(62,789.39)	1,682.95	5,283.91

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
January-23**

JE's	Description	Finance Business Date	34	43	50	50	51	51	52	52	52	70
			Risk Management	Capital Expenditures	Sewer Fund	Sewer Bond Reserve	Water Fund	Water Bond Reserve	Solid Waste	Landfill Closure	Landfill Construction	Housing Authority
			34 11900	43 11900	50 11900	50 11101	51 11900	51 11101	52 11900	52 11101	52 11102	70 11900
301344,	STND1: VEHICLE/EQUIPMENT RENT	1/31/2023			(397.12)		(576.68)		(12,618.14)			
301345,	STND2: BUDGETED INTERFUND TRANSFERS	1/31/2023			(420.00)							(866.70)
301346,	STND3: MAPPING SYSTEM CHARGES	1/31/2023					(661.66)					
301347,	STND4: TELEPHONE/FAX SYSTEM CHARGES	1/31/2023							(37.50)			
301348,	STND5: COMPUTER SYSTEM CHARGES	1/31/2023					(166.67)		(312.50)			
211317,	CORRECT MATUSENOV JE	11/30/2022										
211318,	LANDFILL ALLOCATION NOV	11/30/2022							(27,439.56)	4,525.97	16,835.41	
211320,	PCARD DISTRIBUTION NOV	11/30/2022					(480.50)		(3,039.34)			
212273,	RECORD AIRPORT ID BADGES	12/31/2022										
212325,	RECLASS RTA VETC	12/31/2022										
212327,	FUEL TAX CLAIM 41 22	12/31/2022					13.31		297.66			
212329,	BUDGET TRANSFER 4Q SAGE GROUSE	12/31/2022										
212332,	EQUIPMENT USAGE DEC	12/31/2022					(1,486.70)		(4,805.79)			
212333,	MATERIAL USAGE DEC	12/31/2022										
212334,	LANDFILL ALLOCATION DEC	12/31/2022							(18,556.47)	3,060.76	11,386.24	
212335,	WATER SEWER POSTAGE 1ST QTR	12/31/2022			(428.57)		(211.47)					
212351,	REC PW COMP EARNED DEC	12/31/2022					(164.12)		(886.38)			
301112,	MOVE BALANCE	1/31/2023										
301292,	REC/MED/FLEX/Rx CHECKS JAN	1/31/2023										
301293,	COPIES BLACK JAN 2023	1/31/2023										
301294,	COPIES COLOR JAN 2023	1/31/2023										
301295,	POSTAGE USE JAN 2023	1/31/2023										
301296,	PUBLIC HEALTH PHOTOCOPIES JAN 2023	1/31/2023										
301303,	RECLASS HHS REVENUE	1/31/2023										
301316,	RECORD PUBLIC WORKS COMP EARNED JAN	1/31/2023			(115.98)				(905.36)			
301317,	LANDFILL ALLOCATION JAN	1/31/2023							(17,863.51)	2,944.92	10,956.28	
301337,	DHS RENT JAN	1/31/2023										
301338,	REVENUE CLEARING ACTIVITY JAN	1/31/2023										
AP,	AP CLEARING JANUARY	1/31/2023		(16,375.00)	(101,244.82)		(4,984.95)		(38,889.43)			(22,862.13)
GBI,	LANDFILL INTERFUND CHARGES	N/A										
301304,	NET PAYROLL TRANSFER	1/31/2023										
PRJ,	Payroll Journals	1/31/2023			(2,505.48)		(13,056.63)		(48,975.91)			
UBB	1st Quarter Water Sewer Transfers	1/1/2023	-	(197.91)	(131,378.76)	-	134,091.00	-	-	-	-	-
TOTALS			-	(16,572.91)	(236,490.73)	-	112,314.93	-	(174,032.23)	10,531.65	39,177.93	(23,728.83)

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
January-23**

JE's	Description	Finance Business Date	70	71	71	72	80	82	90	90	91	92
			Hsg Auth Deposits 70 11101	Senior Housing 71 11900	Senior Hsg. Deposits 71 11101	Assisted Living 72 11900	Internal Service I 80 11900	Internal Service II 82 11900	Health Insurance 90 11900	Health Claims Clearing 90 11101	Marketing District 91 11900	Transportation Authority 92 11900
301344,	STND1: VEHICLE/EQUIPMENT RENT	1/31/2023					34,468.10	(114.58)				
301345,	STND2: BUDGETED INTERFUND TRANSFERS	1/31/2023						(5,305.00)			(2,083.33)	(1,043.25)
301346,	STND3: MAPPING SYSTEM CHARGES	1/31/2023						13,937.75				
301347,	STND4: TELEPHONE/FAX SYSTEM CHARGES	1/31/2023					(37.50)	6,059.15				
301348,	STND5: COMPUTER SYSTEM CHARGES	1/31/2023					(166.67)	32,192.36				
211317,	CORRECT MATUSENOV JE	11/30/2022					217.88					
211318,	LANDFILL ALLOCATION NOV	11/30/2022										
211320,	PCARD DISTRIBUTION NOV	11/30/2022					(1,098.40)	(5,280.83)	(87.32)			
212273,	RECORD AIRPORT ID BADGES	12/31/2022										
212325,	RECLASS RTA VETC	12/31/2022										(54,991.75)
212327,	FUEL TAX CLAIM 41 22	12/31/2022					2,055.91					
212329,	BUDGET TRANSFER 4Q SAGE GROUSE	12/31/2022										
212332,	EQUIPMENT USAGE DEC	12/31/2022					241,434.87					
212333,	MATERIAL USAGE DEC	12/31/2022					8,499.85					
212334,	LANDFILL ALLOCATION DEC	12/31/2022										
212335,	WATER SEWER POSTAGE 1ST QTR	12/31/2022										
212351,	REC PW COMP EARNED DEC	12/31/2022					(74.70)					
301112,	MOVE BALANCE	1/31/2023										
301292,	REC/MED/FLEX/Rx CHECKS JAN	1/31/2023							(88,710.91)	96,018.34		
301293,	COPIES BLACK JAN 2023	1/31/2023						1,039.04				
301294,	COPIES COLOR JAN 2023	1/31/2023						1,641.24				
301295,	POSTAGE USE JAN 2023	1/31/2023						1,763.09				
301296,	PUBLIC HEALTH PHOTOCOPIES JAN 2023	1/31/2023						194.12				
301303,	RECLASS HHS REVENUE	1/31/2023										
301316,	RECORD PUBLIC WORKS COMP EARNED JAN	1/31/2023					(301.12)					
301317,	LANDFILL ALLOCATION JAN	1/31/2023										
301337,	DHS RENT JAN	1/31/2023										
301338,	REVENUE CLEARING ACTIVITY JAN	1/31/2023	11,078.00								108,993.57	645,750.91
AP,	AP CLEARING JANUARY	1/31/2023		(26,298.81)			(166,988.41)	(12,167.55)	(47,614.59)		(282,500.00)	(854,082.16)
GBI,	LANDFILL INTERFUND CHARGES	N/A										
301304,	NET PAYROLL TRANSFER	1/31/2023										
PRJ,	Payroll Journals	1/31/2023					(68,781.07)	(32,353.21)	196,597.69			
UBB	1st Quarter Water Sewer Transfers	1/1/2023	-	-	-	-	-	-	-	-	-	-
TOTALS			11,078.00	(26,298.81)	-	-	49,228.74	1,605.58	60,184.87	96,018.34	(175,589.76)	(264,366.25)

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
January-23**

JE's	Description	Finance Business Date	93	95	95
			Public Trustee 93 11900	Accounts Pay Clearing 95 11121	Payroll Clearing 95 11122
301344,	STND1: VEHICLE/EQUIPMENT RENT	1/31/2023			
301345,	STND2: BUDGETED INTERFUND TRANSFERS	1/31/2023			
301346,	STND3: MAPPING SYSTEM CHARGES	1/31/2023			
301347,	STND4: TELEPHONE/FAX SYSTEM CHARGES	1/31/2023	(37.50)		
301348,	STND5: COMPUTER SYSTEM CHARGES	1/31/2023	(195.83)		
211317,	CORRECT MATUSENOV JE	11/30/2022			
211318,	LANDFILL ALLOCATION NOV	11/30/2022			
211320,	PCARD DISTRIBUTION NOV	11/30/2022	(42.50)		
212273,	RECORD AIRPORT ID BADGES	12/31/2022			
212325,	RECLASS RTA VETC	12/31/2022			
212327,	FUEL TAX CLAIM 41 22	12/31/2022			
212329,	BUDGET TRANSFER 4Q SAGE GROUSE	12/31/2022			
212332,	EQUIPMENT USAGE DEC	12/31/2022			
212333,	MATERIAL USAGE DEC	12/31/2022			
212334,	LANDFILL ALLOCATION DEC	12/31/2022			
212335,	WATER SEWER POSTAGE 1ST QTR	12/31/2022			
212351,	REC PW COMP EARNED DEC	12/31/2022			
301112,	MOVE BALANCE	1/31/2023			
301292,	REC/MED/FLEX/Rx CHECKS JAN	1/31/2023			
301293,	COPIES BLACK JAN 2023	1/31/2023			
301294,	COPIES COLOR JAN 2023	1/31/2023			
301295,	POSTAGE USE JAN 2023	1/31/2023			
301296,	PUBLIC HEALTH PHOTOCOPIES JAN 2023	1/31/2023			
301303,	RECLASS HHS REVENUE	1/31/2023			
301316,	RECORD PUBLIC WORKS COMP EARNED JAN	1/31/2023			
301317,	LANDFILL ALLOCATION JAN	1/31/2023			
301337,	DHS RENT JAN	1/31/2023			
301338,	REVENUE CLEARING ACTIVITY JAN	1/31/2023			
AP,	AP CLEARING JANUARY	1/31/2023	(550.00)	3,760,093.93	
GBI,	LANDFILL INTERFUND CHARGES	N/A			
301304,	NET PAYROLL TRANSFER	1/31/2023			901,915.14
PRJ,	Payroll Journals	1/31/2023	(5,005.50)		
UBB	1st Quarter Water Sewer Transfers	1/1/2023	-	-	-
TOTALS			(5,831.33)	3,760,093.93	901,915.14

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

December 2022 Sales Tax and Local Marketing District Tax Reports

Fiscal Impact: See reports.

Submitted by: Kelly Weak

Submitter's Email Address: kweak@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 2/21/2023

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	18,124,629	20,960,481	265,320,617
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	8,543,383	14,679,374	171,796,601
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	2,875,744	8,304,071	64,035,757
Marble	102,381	141,319	148,498	113,763	262,147	534,477	468,330	450,330	565,280	390,700	121,001	223,421	3,521,647
Pitkin	16,078	57,347	54,260	93,995	64,328	160,633	481,740	328,952	236,439	48,859	58,230	35,113	1,635,974
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	15,795,244	17,912,969	191,389,244
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	45,518,231	62,115,429	697,699,840
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	455,182.31	621,154.29	6,976,998.40
% 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%	7.44%	11.76%	12.80%

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	255,916,781	265,320,617	9,403,836	3.67%
Crested Butte	167,915,771	171,796,601	3,880,830	2.31%
Mt. Crested Butte	51,409,373	64,035,757	12,626,384	24.56%
Marble	3,281,011	3,521,647	240,636	7.33%
Pitkin	1,709,362	1,635,974	(73,388)	-4.29%
Unincorporated	138,277,459	191,389,244	53,111,785	38.41%
TOTAL TAXABLE SALES	618,509,757	697,699,840	79,190,083	12.80%
TOTAL COUNTY REVENUE	3,571,764	4,233,273	661,509	18.52%

	Y-T-D 2020 TOTAL	Y-T-D 2021 TOTAL	Difference	%
City of Gunnison	217,223,917	255,916,781	38,692,864	17.81%
Crested Butte	129,700,628	167,915,771	38,215,143	29.46%
Mt. Crested Butte	36,716,482	51,409,373	14,692,891	40.02%
Marble	2,857,002	3,281,011	424,009	14.84%
Pitkin	1,278,152	1,709,362	431,210	33.74%
Unincorporated	112,437,436	138,277,459	25,840,023	22.98%
TOTAL TAXABLE SALES	500,213,617	618,509,757	118,296,140	23.65%
TOTAL COUNTY REVENUE	2,869,287	3,571,764	702,477	24.48%

PREVIOUS YEARS FOR COMPARISON

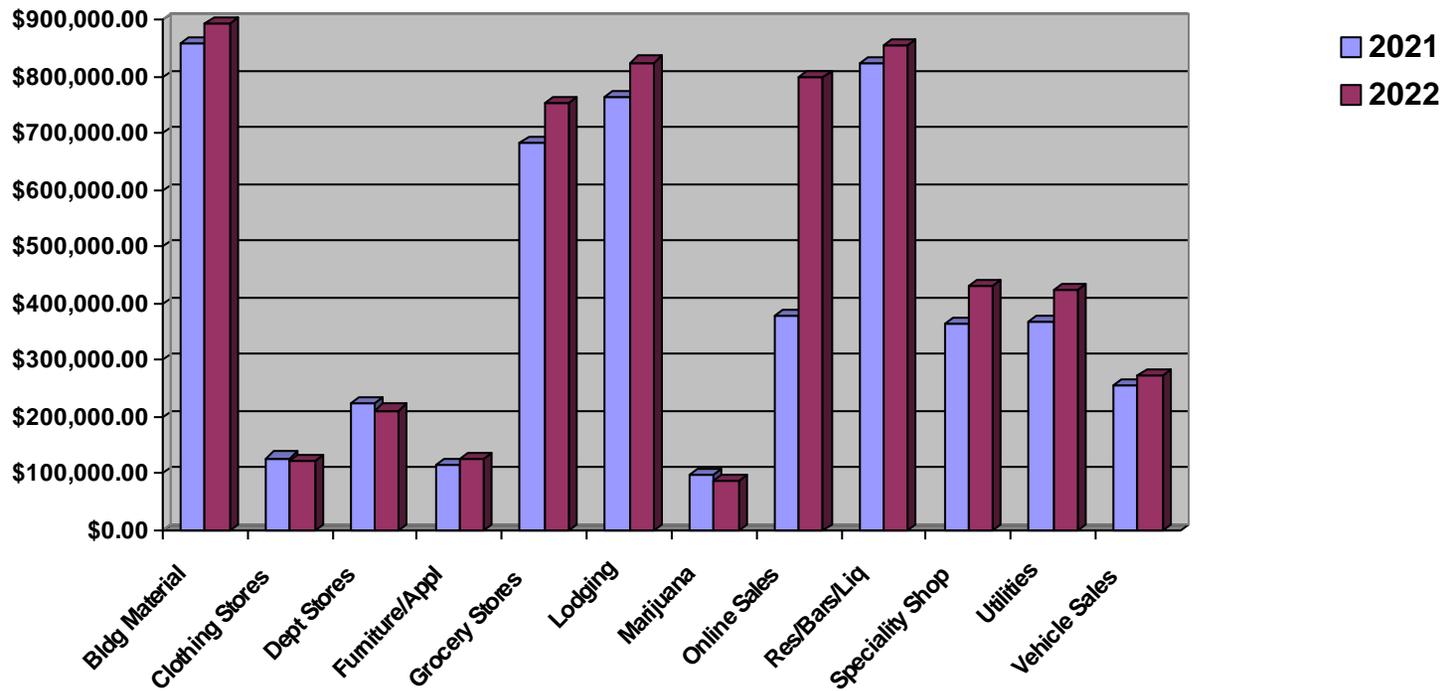
	2019 TOTAL	2020 TOTAL	Difference	%
City of Gunnison	208,654,907	217,223,917	8,569,010	4.11%
Crested Butte	124,011,858	129,700,628	5,688,770	4.59%
Mt. Crested Butte	41,690,589	36,716,482	(4,974,107)	-11.93%
Marble	2,611,538	2,857,002	245,464	9.40%
Pitkin	1,485,301	1,278,152	(207,149)	-13.95%
Unincorporated	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															<i>Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted</i>	
	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Total</i>	<i>Year to Date</i>		
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	\$ 288,886.38	\$ 382,460.99	\$ 4,233,273.45	\$ 4,233,273.45	\$ 3,406,600.00
	<i>% Change over previous year (monthly)</i>	27.08%	16.95%	26.27%	17.54%	17.58%	18.90%	14.59%	25.21%	10.25%	18.31%	15.26%	17.18%		18.52%	124.27%
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	\$ 3,571,764.10	\$ 3,406,600.00
	<i>% Change over previous year (monthly)</i>	10.45%	19.35%	71.68%	39.31%	36.67%	43.26%	22.38%	19.85%	14.40%	14.65%	22.07%	9.15%		24.48%	104.85%
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	\$ 2,869,287.29	\$ 2,364,672.12
	<i>% Change over previous year (monthly)</i>	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		14.63%	121.34%
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	\$ 2,502,978.46	\$ 2,110,144.44
	<i>% Change over previous year (monthly)</i>	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		12.53%	118.62%
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	\$ 2,224,261.28	\$ 1,924,050.00
	<i>% Change over previous year (monthly)</i>	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		13.30%	115.60%
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	\$ 1,963,145.82	\$ 1,838,400.00
	<i>% Change over previous year (monthly)</i>	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		4.33%	106.79%
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	\$ 1,881,604.24	\$ 1,838,000.00
	<i>% Change over previous year (monthly)</i>	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		7.00%	102.37%
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	\$ 1,758,576.30	\$ 1,590,000.00
	<i>% Change over previous year (monthly)</i>	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		8.31%	110.60%
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	\$ 1,623,680.64	\$ 1,472,000.00
	<i>% Change over previous year (monthly)</i>	0.79%	4.46%	4.02%	6.01%	8.73%	5.16%	7.10%	9.55%	23.01%	-0.72%	6.56%	9.74%		7.52%	110.30%
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	\$ 1,510,103.53	\$ 1,425,560.00
	<i>% Change over previous year (monthly)</i>	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%		7.26%	105.93%
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	\$ 1,407,944.60	\$ 1,329,266.00
	<i>% Change over previous year (monthly)</i>	-5.63%	11.73%	-2.46%	8.75%	16.00%	21.77%	2.09%	-10.04%	0.67%	5.01%	3.11%	-7.50%		2.46%	105.92%
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	\$ 1,374,141.13	\$ 1,314,611.00
	<i>% Change over previous year (monthly)</i>	0.08%	2.33%	-6.44%	6.03%	5.34%	-4.07%	4.40%	1.19%	9.97%	-2.08%	3.07%	4.34%		1.86%	104.53%
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	\$ 1,349,111.46	\$ 1,448,152.00

2021/2022 YTD INDUSTRY COMPARISON AS OF DECEMBER



Dec 2022

Taxes by Industry

Amusement & Entertainment	\$39,248.02
Bldg Material & Trades	\$56,698.58
Clothing Stores	\$12,574.42
Department Stores	\$17,281.43
Furniture & Appliance Stores	\$8,445.96
Gas/Convenience Stores	\$7,869.26
Grocery Stores	\$61,158.49
Lodging	\$70,293.56
Manufacturing	\$12,681.49
Marijuana	\$6,629.06
Miscellaneous Services	\$60,113.20
Online Sales	\$98,946.31
Ranching & Agriculture	\$347.84
Restaurant/Bars/Liquor Stores	\$59,805.09
Specialty Shops	\$32,977.57
Utilities	\$53,345.22
Vehicle Sales/Parts/Services	\$22,738.79
<i>GRAND TOTAL:</i>	\$621,154.29

Taxes by Industry and Jurisdiction

December 2022

Amusement & Entertainment

<i>Crested Butte</i>	15736.35
<i>Gunnison</i>	7528.83
<i>Mt. Crested Butte</i>	12028.43
<i>Rem of Cnty</i>	3954.41
<i>Grand Total By Industry:</i>	\$39,248.02

Bldg Material & Trades

<i>Crested Butte</i>	19780.98
<i>Gunnison</i>	29287.30
<i>Marble</i>	42.55
<i>Mt. Crested Butte</i>	342.58
<i>Pitkin</i>	9.56
<i>Rem of Cnty</i>	6897.78
<i>Somerset</i>	337.83
<i>Grand Total By Industry:</i>	\$56,698.58

Clothing Stores

<i>Crested Butte</i>	5301.35
<i>Gunnison</i>	3198.10
<i>Mt. Crested Butte</i>	3945.45
<i>Rem of Cnty</i>	120.87
<i>Somerset</i>	8.65
<i>Grand Total By Industry:</i>	\$12,574.42

Department Stores

<i>Crested Butte</i>	50.83
<i>Gunnison</i>	17230.60
<i>Grand Total By Industry:</i>	\$17,281.43

Furniture & Appliance Stores

<i>Crested Butte</i>	3443.96
<i>Gunnison</i>	1357.73
<i>Marble</i>	23.10
<i>Mt. Crested Butte</i>	697.83
<i>Pitkin</i>	0.43
<i>Powderhorn</i>	64.55

<i>Rem of Cnty</i>	2828.97
<i>Somerset</i>	29.39

Grand Total By Industry: \$8,445.96

Gas/Convenience Stores

<i>Almont</i>	21.17
<i>Crested Butte</i>	1530.27
<i>Gunnison</i>	5008.33
<i>Pitkin</i>	6.50
<i>Rem of Cnty</i>	916.72
<i>Somerset</i>	386.27

Grand Total By Industry: \$7,869.26

Grocery Stores

<i>Crested Butte</i>	13983.85
<i>Gunnison</i>	45841.00
<i>Marble</i>	5.49
<i>Mt. Crested Butte</i>	660.17
<i>Pitkin</i>	7.01
<i>Rem of Cnty</i>	660.97

Grand Total By Industry: \$61,158.49

Lodging

<i>Almont</i>	1491.74
<i>Crested Butte</i>	13750.55
<i>Gunnison</i>	5343.83
<i>Marble</i>	955.54
<i>Mt. Crested Butte</i>	39482.44
<i>Ohio City</i>	41.90
<i>Pitkin</i>	0.80
<i>Powderhorn</i>	0.68
<i>Rem of Cnty</i>	9163.85
<i>Somerset</i>	62.23

Grand Total By Industry: \$70,293.56

Manufacturing

<i>Crested Butte</i>	5734.05
<i>Gunnison</i>	3688.63
<i>Marble</i>	63.28
<i>Mt. Crested Butte</i>	514.70
<i>Ohio City</i>	171.57
<i>Pitkin</i>	1.93

<i>Rem of Cnty</i>	726.97
<i>Somerset</i>	1780.36
<i>Grand Total By Industry:</i>	\$12,681.49
Marijuana	
<i>Crested Butte</i>	2662.24
<i>Gunnison</i>	3966.82
<i>Grand Total By Industry:</i>	\$6,629.06
Miscellaneous Services	
<i>Almont</i>	159.30
<i>Crested Butte</i>	16875.95
<i>Gunnison</i>	19202.63
<i>Marble</i>	487.26
<i>Mt. Crested Butte</i>	14563.01
<i>Pitkin</i>	20.28
<i>Powderhorn</i>	0.58
<i>Rem of Cnty</i>	6700.64
<i>Somerset</i>	2103.55
<i>Grand Total By Industry:</i>	\$60,113.20
Online Sales	
<i>Rem of Cnty</i>	98946.31
<i>Grand Total By Industry:</i>	\$98,946.31
Ranching & Agriculture	
<i>Crested Butte</i>	80.27
<i>Gunnison</i>	11.56
<i>Marble</i>	130.17
<i>Rem of Cnty</i>	125.84
<i>Grand Total By Industry:</i>	\$347.84
Restaurant/Bars/Liquor Stores	
<i>Crested Butte</i>	28129.20
<i>Gunnison</i>	26996.48
<i>Marble</i>	66.39
<i>Mt. Crested Butte</i>	2986.71
<i>Rem of Cnty</i>	1626.31
<i>Grand Total By Industry:</i>	\$59,805.09
Specialty Shops	
<i>Almont</i>	0.80
<i>Crested Butte</i>	10256.48

<i>Gunnison</i>	13145.87
<i>Marble</i>	57.77
<i>Mt. Crested Butte</i>	351.88
<i>Ohio City</i>	10.16
<i>Parlin</i>	2.50
<i>Pitkin</i>	8.79
<i>Powderhorn</i>	1.60
<i>Rem of Cnty</i>	5463.15
<i>Somerset</i>	3678.57

Grand Total By Industry: \$32,977.57

Utilities

<i>Almont</i>	2583.21
<i>Crested Butte</i>	6612.74
<i>Gunnison</i>	13358.02
<i>Marble</i>	284.14
<i>Mt. Crested Butte</i>	7409.21
<i>Ohio City</i>	170.61
<i>Parlin</i>	1.93
<i>Pitkin</i>	274.08
<i>Rem of Cnty</i>	22027.76
<i>Somerset</i>	623.52

Grand Total By Industry: \$53,345.22

Vehicle Sales/Parts/Services

<i>Almont</i>	-0.04
<i>Crested Butte</i>	2864.67
<i>Gunnison</i>	14439.08
<i>Marble</i>	118.52
<i>Mt. Crested Butte</i>	58.30
<i>Pitkin</i>	21.75
<i>Rem of Cnty</i>	5129.15
<i>Somerset</i>	107.36

Grand Total By Industry: \$22,738.79

\$621,154.29

COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2022	Current Month Net Collection	327,256.87	341,717.00	577,721.00	87,056.10	121,610.00	339,371.96	479,361.88	358,736.24	381,448.90	193,738.00	109,755.00	332,544.60		
	Interest Credit	35.00	199.00	11.00	-	1.00	14.00	0.43	64.00	10.00	193.00	31.00	358.00		
	Program Cost	142.12	151.65	226.31	233.30	283.10	(11,062.93)	-	680.39	473.44	531.90	308.52	144.32		
	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	\$ 110,094.52	\$ 333,046.92	\$ 3,643,346.10	\$ 3,643,346.10
% 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%	4.94%	4.39%	4.39%	
2021	Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
	Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
	Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
	Current Total Distribution	\$ 255,793.86	\$ 321,802.16	\$ 403,591.57	\$ 95,161.04	\$ 113,119.09	\$ 373,494.58	\$ 478,803.13	\$ 367,144.34	\$ 430,845.10	\$ 170,090.37	\$ 144,541.99	\$ 335,612.28	\$ 3,489,999.51	\$ 3,489,999.51
% Change over previous year (cumulative)		32.88%	40.50%	64.94%	60.58%	70.92%	78.01%	65.77%	56.82%	49.45%	46.60%	46.37%	43.19%	43.19%	
2020	Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
	Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
	Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
	Current Total Distribution	\$ 192,500.17	\$ 218,603.53	\$ 183,757.74	\$ 75,416.30	\$ 25,651.18	\$ 182,097.76	\$ 353,688.55	\$ 304,421.93	\$ 364,005.62	\$ 152,900.68	\$ 102,034.07	\$ 282,197.01	\$ 2,437,274.54	\$ 2,437,274.54
% Change over previous year (cumulative)		5.75%	14.23%	4.43%	-0.06%	-6.11%	-7.23%	-1.96%	1.44%	6.08%	8.70%	9.33%	11.38%	11.38%	
2019	Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
	Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
	Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
	Current Total Distribution	\$ 182,039.77	\$ 177,839.06	\$ 209,741.18	\$ 101,064.11	\$ 70,528.24	\$ 205,251.69	\$ 309,873.15	\$ 258,026.69	\$ 276,903.79	\$ 97,483.25	\$ 82,406.90	\$ 217,147.56	\$ 2,188,305.39	\$ 2,188,305.39
% Change over previous year (cumulative)		20.51%	18.14%	7.37%	14.17%	10.98%	1.14%	0.56%	1.54%	0.29%	0.63%	1.63%	2.63%	2.63%	
2018	Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
	Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
	Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
	Current Total Distribution	\$ 151,063.95	\$ 153,562.48	\$ 225,891.35	\$ 56,935.50	\$ 80,398.66	\$ 267,971.63	\$ 313,473.14	\$ 242,085.43	\$ 294,660.46	\$ 90,869.56	\$ 62,626.33	\$ 192,678.64	\$ 2,132,217.13	\$ 2,132,217.13
% Change over previous year (cumulative)		15.06%	8.18%	12.14%	-1.92%	1.85%	14.14%	14.88%	13.40%	14.18%	11.43%	12.48%	11.68%	11.68%	
2017	Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
	Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
	Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
	Current Total Distribution	\$ 131,290.57	\$ 150,312.93	\$ 191,482.05	\$ 125,862.00	\$ 56,778.43	\$ 164,148.89	\$ 267,632.86	\$ 227,618.97	\$ 249,060.13	\$ 120,135.29	\$ 40,050.89	\$ 184,856.73	\$ 1,909,229.74	\$ 1,909,229.74
% Change over previous year (cumulative)		-14.99%	-11.93%	-2.37%	1.95%	3.02%	6.33%	4.67%	6.62%	7.27%	10.32%	9.96%	10.28%	10.28%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2016														
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	\$ 154,435.98	\$ 165,326.89	\$ 164,787.97	\$ 102,949.89	\$ 49,027.50	\$ 134,527.61	\$ 267,932.26	\$ 194,452.87	\$ 224,682.64	\$ 68,701.47	\$ 41,424.49	\$ 163,080.47	\$ 1,731,330.04	\$ 1,731,330.04
% 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														
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	\$ 1,507,470.07
% 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														
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	\$ 1,384,690.41
% 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														
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	\$ 1,134,301.18
% 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														
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	\$ 1,094,924.86
% 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														
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	\$ 1,011,049.56

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Updating Gunnison County Procurement P

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Procurement Policy 1.2.10 was reviewed as part of GC's annual review of certain policies and has been updated to document procurement best practices already followed by GC.

Fiscal Impact:

Submitted by: Perry Solheim

Submitter's Email Address: psolheim@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 2/15/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 2/15/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/15/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/17/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 2/21/2023

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO
RESOLUTION NO. 2023-___**

A RESOLUTION UPDATING GUNNISON COUNTY PROCUREMENT POLICY

WHEREAS, Gunnison County is a statutory county with an elected Board of Commissioners that is responsible for setting policy, appointing administrative personnel and the adoption of an annual budget in accordance with state statutes; and

WHEREAS Gunnison County has established a uniform policy format and an adoption and periodic review process to promote consistency and uniformity throughout the organization; and

WHEREAS, Gunnison County's current Procurement Policy has undergone an annual review by the Finance Department; and

WHEREAS, Gunnison County's current Procurement Policy required minor changes to more clearly document policy best practices already followed by Gunnison County personnel; and

WHEREAS, the attached Procurement Policy (Policy 1.2.10: Exhibit A) was updated to document Gunnison County's current practices related to procurement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the attached Procurement Policy (Policy 1.2.10: Exhibit A) is adopted;

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 21st day of February, 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Jonathan Houck, Chairperson

Elizabeth Smith, Commissioner

Laura Puckett Daniels, Commissioner



Policy Name:	Gunnison County Procurement Policy		Policy Number:	1.2.10
Approval Authority:	Gunnison County Board of County Commissioners		Adoption Document	Resolution #2023-?
Date of Initial Adoption:	2/18/2020	Effective Date:	2/18/2020	Policy Custodian: Finance & Human Resources Department
Last Review / Revision Date:	2/21/2023	Review Frequency:	Every one (1) year.	Next Review Due: 2/21/2024

PURPOSE

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

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

SCOPE

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

DEFINITIONS

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

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employee.

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

performance criteria in the contract.

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

POLICY STATEMENTS

General

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

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

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

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

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

Ethical Standards

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

A Gunnison County official or employee shall not:

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

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

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

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

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

Vendor Requirements

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

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

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

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

Contemporaneous Employment Prohibited

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

Conflict of Interest Waiver

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

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

Remedies and Consequences of Breach

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

Authority

- * **Board of County Commissioners** – The Board of County Commissioners shall establish the policy for all procurement conducted by Gunnison County government.
- * **The County Manger** – The County Manager is responsible for ensuring compliance

with this Procurement Policy. Also, the Gunnison County Manager has contract execution authority as governed by Policy #1.2.1.2, Gunnison County Manager Contract-Execution Authority Policy.

- * **Department Directors** – Department directors shall be delegated purchasing authority and responsibility as set forth, and department directors may delegate purchasing authority to department staff as required.

Expenditure Approval and Source Selection Requirements

The following table reflects expenditure approval and source selection requirements:

Expenditure Amount	Expenditure Approval Level	Source Selection
Up to \$9,999 ¹	Department Director	No competitive IFB, RFI, RFP and/or RFQ required.
\$10,000 - \$144,000 ²	County Manager	Documented, competitive bid from at least three (3) sources. Exceptions may be individually considered.
Greater than \$144,000 ²	BOCC	Formal, advertised bid (IFB or RFP).

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

Additional Table Notes:

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

Documented Competitive Bids or Competitive Source Selection

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

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

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- acceptance requirements;
- The proposed contract and all standard clauses, conditions, and attachments, as may be amended upon consultation with the County Attorney;
- Cost-plus percentage contracts should be avoided unless no other options are available;
- Geographic preferences in vendors should be avoided;
- All requests for solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not contain features which unduly restrict competition.
- A schedule of all applicable deadlines and key dates; and
- C.R.S. §43-2-209 requires that proposed work on highways be advertised and that a formal competitive source selection process be conducted, for work requiring a contractor's bond.

Sole Source Procurements

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

Invitation for Bid (IFB) Requirements

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

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

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

Request for Proposal (RFP) Requirements

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

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

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

- The record that is prepared, containing information on the proposals received and other associated information, may or may not be disclosed until after award of the contract, depending on the County's best interests.

- The identity of competing suppliers, and the associated information derived from their RFP responses, may or may not be disclosed to any competing RFP respondent prior to award of the contract, depending on the County's best interests. After award of a contract, all information (with the exception of proprietary business and financial information) received from all vendors who responded to the RFP shall be considered public information and shall be available for public review upon request.

Request for Qualification (RFQ) Requirements

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

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

Public Notice of RFP or RFQ

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

Exceptions to Competitive Selection Requirements

The following are exempt from competitive source selection:

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

- Utilization of State bid lists and pricing agreements to procure items already vetted through the State's process.

Waiver of Competitive Source Selection Requirements

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

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

Cancellation of IFB, RFP or RFQ

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

Withdrawal of Bid

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

Award of Contract

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

Bid Protests, Claims, Remedies, and Non-responsibility

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

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

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

Brand Name or Equal Specification

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

- No other design, performance specification or qualified product list is available;

- Time does not permit the preparation of another form of product description;
- The nature of the product or the nature of Gunnison County's requirements makes use of brand name or equal specification suitable for the procurement; or
- It is in Gunnison County's best interest due to compatibility with existing products.

Non-restrictive Use of Brand Name or Equal Specification

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

Segregation of Duties

Procurement decisions and ordering must be made by an individual not directly involved with processing payments to vendors. Finance staff in the accounts payable function responsible for processing payments to vendors will not make decisions nor place orders for material, goods or services.

Contract Administration

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

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

Professional Service Contracts

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

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

Change Orders to Professional Services and Capital Construction Contracts

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

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

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

Contract Claims

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

Authority to Settle Bid Protests and Contract Claims

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

The Gunnison County Manager will review the contract claim and a written decision shall be promptly issued. The decision shall state the basis for the decision reached.

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

Disposal of Surplus Property

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

COMPLIANCE

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

E-PROCUREMENT

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

TRANSPARENCY

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

APPLICABLE LEGISLATION AND/OR RELATED REGULATIONS, POLICIES AND FORMS

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution: Adopting Gunnison County Grant Policie

Action Requested: Motion

Parties to the Agreement: Gunnison County

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Formally adopt a grant policy to codify policies required by external granting entities

Fiscal Impact: none

Submitted by: Perry Solheim

Submitter's Email Address: psolheim@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 2/15/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 2/15/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 2/15/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/17/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 2/21/2023



Policy Name:	Gunnison County Grant Policy		Policy Number:	1.2.1.3.2
Approval Authority:	Gunnison County Board of County Commissioners		Adoption Document	Resolution #2023-?
Date of Initial Adoption:	2/21/2023	Effective Date:	1/1/2023	Policy Custodian: Finance Department
Last Review / Revision Date:	2/21/2023	Review Frequency:	Every five (5) years.	Next Review Due: 2/21/2028

PURPOSE

- This policy provides standard procedures for grant procurement, coordination, oversight, reporting and record retention.
- A centralized repository will be maintained in the Finance department to identify, catalog and report all grants.
- The implications of Tabor and other implicated laws will be considered when applying or accepting grants.

SCOPE

This policy applies to all County departments.

DEFINITIONS

- Grantor: Provider of funds
- Grantee: Recipient of funds

GUIDELINES

- Grants will follow the requirements of the grant contract.
- The accounting system will capture revenues and expenditures, including supporting documentation, for each individual grant via the general ledger and/or project accounting system.
- Grants will be reconciled and reviewed monthly, to ensure revenues and expenditures are appropriately coded.
- Only allowable costs will be allocated to a grant.
- Grants identified and sufficiently quantifiable but for which a grant award letter has not yet been received can be included in department budgets during the regular annual budgeting cycle.
- Grants applications submitted after the annual budget is approved will only be budgeted when the grant award letter has been received. These mid-year grants received following budget adoption will require submission of a budget amendment to be approved by the CFO and County Manager and then submitted for Board of County Commissioners with all other annual amendments at the close of the year.
- Recipient departments are responsible for all aspects of the grant process including:
 - Planning for grant acquisition
 - Preparation and submission of grant proposals
 - Preparing requests to accept funds
 - Developing grant implementation plans
 - Managing grant programs
 - Managing and adhering to grant reporting deadlines
 - Working with Finance to meet all reporting requirements
 - Closing out grant projects and making final reports

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- During the grant period of any grant received, the Finance Department and/or Auditors may review the files associated with the grant and the project or program it funds.

PROCEDURES

Applications

- Grant applications for which the total budget (requested funding plus match) is less than the indexed contract-execution authority for the County Manager set forth in Policy 1.2.1.2 may be submitted with approval of the County Manager.
- Grant applications for which the total budget (requested funding plus match) is greater than the indexed contract-execution authority for the County Manager set forth in Policy 1.2.1.2 shall require formal approval by the Board of County Commissioners.

Acceptance/Contracting Authority

- All contract, agreements and final acceptance of grant funding shall require review for legal sufficiency by the County Attorney's Office and formal approval by the County Manager and/or Board of County Commissioners where appropriate.
- Amendment to such contracts shall also require review for legal sufficiency by the County Attorney's Office and formal approval by the County Manager and/or Board of county Commissioners where appropriate.
- Should the County Attorney, Deputy County Attorney, or Assistant County Attorney recommend against entering into a contract or agreement for grant funding because of a legal issue or concern, only the County Manager and/or Board of County Commissioners may override this recommendation where appropriate.

Receipt of funds

- The recipient department must identify the type of money transfer: Electronic Funds Transfer or Check, from grantor and coordinate with Finance/Treasurer departments for EFTs.
- The recipient department must obtain and secure private passwords and log-ins for creation of payment requests from grantor unless the grantor authority requires other methods for requests through common requesting systems managed by Finance.

Reporting of Grant

- Recipient departments shall prepare all reports required by grantor.
- Finance department shall ensure the collection of required financial information related to grant reporting and coordinate with recipient departments to assist with timely reporting to grantors.

File Management

- Recipient departments shall maintain files, in a centralized electronic location of the County, grant related documents, including separate sections for:
 - Copy of grant application
 - Statistical or other information supporting request for grant
 - Copy of award letter
 - Reports to grantor
 - Copy of payment requests
 - Copy of closing documents

Record Retention

- Grant records will be maintained for seven years after the end of the fiscal year that includes the date of the grant.
- If any litigation, claim, negotiation, audit or other action involving records has been initiated before the expiration of the seven-year period, or if the County has received a



request to preserve records related to actual or potential litigation or criminal investigation, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven-year period, whichever is later.

- Grantors may require retention periods in excess of seven years.

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO
RESOLUTION NO. 2023-___**

A RESOLUTION ADOPTING GUNNISON COUNTY GRANT POLICIES

WHEREAS, Gunnison County is a statutory county with an elected Board of Commissioners that is responsible for setting policy, appointing administrative personnel and the adoption of an annual budget in accordance with state statutes; and

WHEREAS Gunnison County applies for and administers grant funds from other organizations; and

WHEREAS Gunnison County has established a uniform policy format and an adoption and periodic review process to promote consistency and uniformity throughout the organization; and

WHEREAS, Gunnison County currently has no formal, stand-alone grant policy; and

WHEREAS, the attached Grant Policy (Policy 1.2.1.3.2: Exhibit A) was created to reflect Gunnison County's current policy related to the application, acceptance, execution and reporting of grants for funding from organizations external to Gunnison County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the attached Grant Policy (Policy 1.2.1.3.2: Exhibit A) is adopted;

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this 21st day of February, 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Jonathan Houck, Chairperson

Elizabeth Smith, Commissioner

Laura Puckett Daniels, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lot Cluster; Lots 73 & 75, Marble Ski Area Filing

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Kari Duame & Joel Rayes lot cluster :
:Lots 73 &75 Marble Ski Area #3

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:
Legally sufficient. SO 2/9/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 2/9/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/16/2023

Consent Agenda Regular Agenda Worksession

Time Allotted: 5

Agenda Date: 2/21/2023



Date: February 2, 2023

RE: Kari Duame and Joel Rayes
LUC-23-00004

The applicants have applied to cluster two adjacent lots; Lots 73 & 75, Marble Ski Area, Filing No. 3.

- Taxes are current
- No HOA
- Utility Companies approval
- Mortgage lender approval

The CAO has determined the file legally sufficient for BOCC review.

You may review the file:

<https://permitdb.gunnisoncounty.org/citizenaccess/>

projects

Search by application number- LUC-23-00004

Click on file

Attachments

View

Thanks,
Beth Baker
Gunnison County Community and Economic Development
Manager of Administrative Services | Planner



**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: Kari Duame; Joel Rayes		
PRIMARY CONTACT: Kari Duame		
MAILING ADDRESS: P.O. Box 985		
CITY: Paonia	STATE: CO	ZIP: 81428
PHONE 970-729-2676	E- Mail Address karicduame@gmail.com	
Please submit: <ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> • 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 	

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**):

Lots 73 & 75 Marble Ski Area, Filing No. 3, according to the plat thereof recorded January 25, 1971,

****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: 1/23/23

[Signature]
Owner/ Applicant

Date: 1/23/23

[Signature]
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 Kari Duane
(Owner)

Joel Rayes
(Owner)

(Owner)

(Owner)

RECITALS:

Legal Description: Complete – please attach if too long

Lots 73 and 75, MARBLE SKI AREA, FILING NO. 3, according to the plat thereof recorded January 25, 1971 at Reception No. 283029

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:

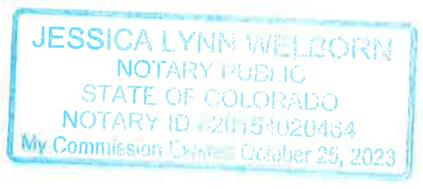
- 1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single 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.

The foregoing instrument was acknowledged before me this 10 day of January 2023 by Tina Kempin (Mortgage/Lien Holder).

Witness my hand and official seal.

My Commission expires: Oct. 25, 2023


Notary Public



Address: 116 6th St. Crested Butte, CO 81224

Date: 1/10/23 JW

Jonathan Houck
Chairperson

Roland Mason
Vice-Chairperson

Elizabeth Smith
Commissioner

Board of County Commissioners
Gunnison County, Colorado

Attest:

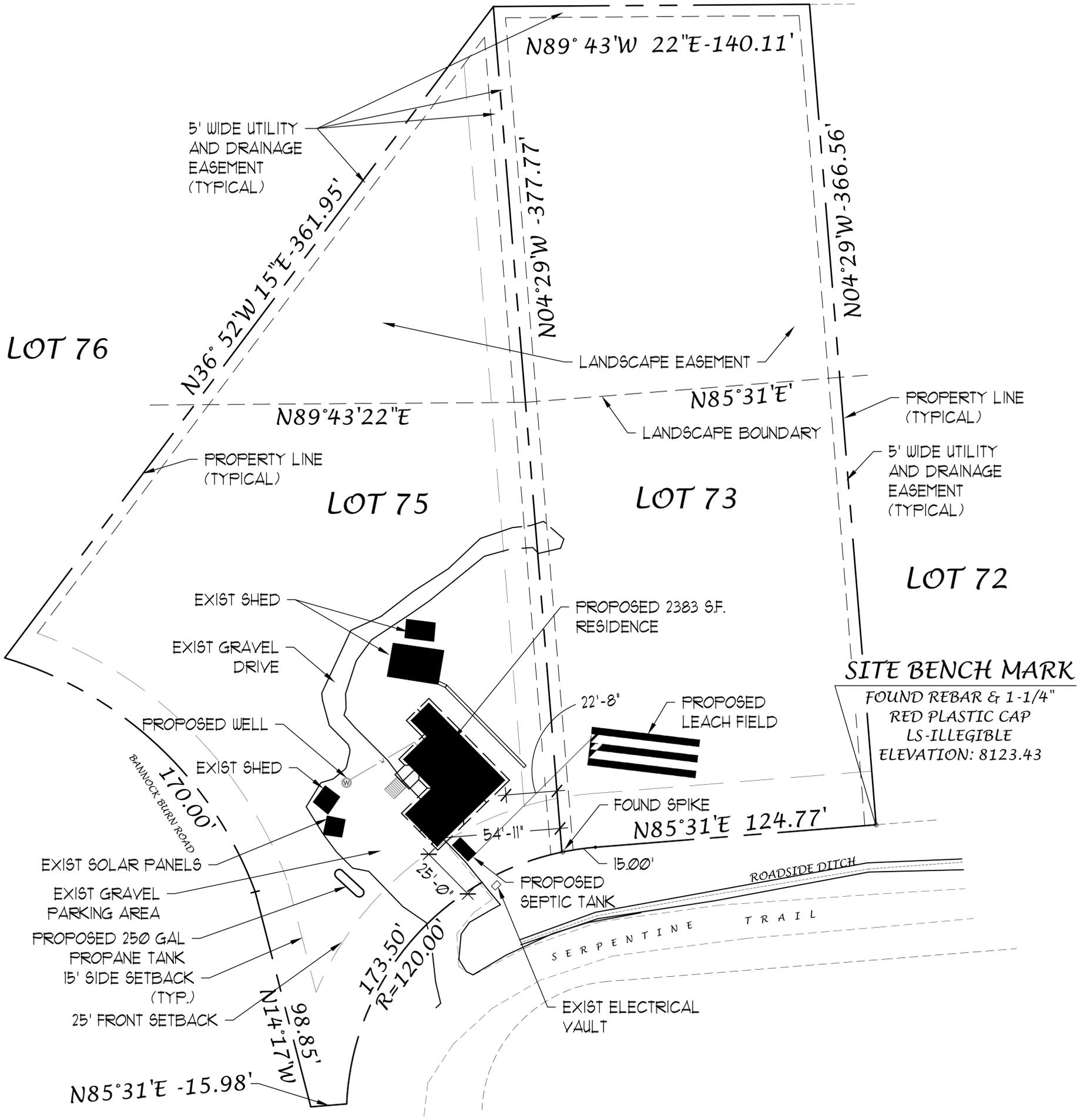
Gunnison County Clerk and Recorder

NO.	REVISIONS	DATE

STAMP:

DRAWING TITLE:

SHEET No:
 DATE: 11/5/2023
 PROJECT No:
 22-04



1 SITE INFORMATION

SCALE: 1" = 20'-0"

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2023- ____

A RESOLUTION AUTHORIZING THE SHERIFF TO COLLECT FEES FOR VEHICLE IDENTIFICATION NUMBER (VIN) INSPECTIONS.

WHEREAS, the Gunnison County Sheriff's Office in Gunnison County, Colorado, performs VIN inspections; and

WHEREAS, it is a common practice in Colorado for law enforcement agencies to charge a minimal fee for VIN inspections and currently the Sheriff's Office does not charge for this service; and

WHEREAS, the Sheriff wishes to collect a fee to compensate for the time and cost of administering VIN inspections; and

WHEREAS, C.R.S. §42-5-204 allows fees collected by a law enforcement agency of a local government to be credited to the general fund of the local government.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Sheriff will charge \$5.00 for VIN inspections at the Sheriff's Office and \$10.00 for VIN inspections at other locations.
2. The revenue collected for VIN inspections will be placed in the general fund as fees collected by the Sheriff's Office.

INTRODUCED by Commissioner _____, seconded by
Commissioner _____, and adopted this ____ day of
_____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Liz Smith, Vice-Chairperson

By _____
Laura Puckett Daniels, Commissioner

Attest [Seal]:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County Boards and Commissions; Appointmen

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review, a list of appointments to be made from the 2/7 work session interviews, along with the corresponding applications received for each.

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/17/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 2/21/2023

2023 Board/Commission Appointments

Vacancies

Gunnison Valley Hospital Board of Trustees 2

Applied: 4

1. Bob Schutt – reapplied - [interviewed](#)
2. Marla Crockett – new application - [interviewed](#)
3. Stephens Mundy – new application - [interviewed](#)
4. Polly Oberosler – new application - [interviewed](#)

Tourism and Prosperity Partnership (TAPP) Board 3

Applied: 6

1. Jennifer Barvitski - reapplied - [interviewed](#)
2. Kelly Osness – reapplied - [interviewed](#)
3. Erica Rasmussen – reapplied - [interviewed](#)
4. Bill Miller – new application - [interviewed](#)
5. Celeste Helminski – new application - [interviewed](#)
6. Kendal Rota – new application - [interviewed](#)

Library Board of Trustees 2

Applied: 6 (Barth Hague unable to interview 2/7)

1. Sally Hays - reapplied - [interviewed](#)
2. Susan Wold – new application - [interviewed](#)
3. Janet Farmer – new application - [interviewed](#)
4. Matthew Feier – new application - [interviewed](#)
5. Cheryl Crews – new application - [interviewed](#)

GVH BoT Applications for Portfolio

TAPP Board Applications for Portfolio

Library BoT Applications

Robert C. Schutt, Jr., M.D.

Crested Butte, Colorado 81224

December 27, 2022

Gunnison County Commissioners
200 E. Virginia Avenue
Gunnison, CO 81230

Commissioners:

I am writing to request reappointment to my position as Trustee for Gunnison Valley Health. My first term as Trustee will expire at the end of 2022. I first purchased a home in Crested Butte in 1985 and have been a full-time resident of Gunnison County since 2014.

My education and qualifications for this position are:

U. S. Air Force Academy – Bachelor of Science in Engineering Sciences
Recipient of Distinguished Flying Cross – F4E Pilot in Viet Nam
Texas Tech University School of Medicine – Doctor of Medicine Degree
University of Colorado School of Medicine – Residency in Orthopaedic Surgery
Harvard Business School – Program for Chairs of Medical Schools
Kellogg School of Management Northwestern University – Executive MBA program
Professor and Chairman (tenured) – Department of Orthopaedics
Texas Tech University School of Medicine
Private Practice - Colorado Springs, CO and Gunnison, CO
Shriners Hospitals for Children – Staff Pediatric Orthopaedic Surgeon
Trustee Gunnison Valley Health

As Chairman of Orthopaedic Surgery at Texas Tech University, my responsibilities included training Orthopaedic residents, providing an active research program, managing a departmental budget, recruitment and retention of faculty, overseeing the operation of a Level 1 Trauma center, fund raising and management of Departmental Endowed Chairs.

During my first term as Trustee, I served as a liaison between the hospital and issues with medical staff. I was actively involved in recruitment of the new CEO for GVH. I continue to help in providing direction and strategic planning for Orthopaedics as well as other medical specialties. I oversee finances and provide a vision for the future of the hospital. My present position is Vice Chair of the hospital board of trustees.

There are several strategic initiatives that I have been involved with that I would like to see to completion. Having been on the board the past five years, I am best qualified with experience and hospital knowledge to serve a second term.

I respectfully request reappointment to the Gunnison Valley Hospital Board of Trustees.

Robert Schutt, M.D.

Melanie Bollig

From: noreply@civicplus.com
Sent: Thursday, January 5, 2023 3:41 PM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Gunnison Valley Hospital Board of Trustees
First and Last Name	Marla Crockett
Address	
City	Crested Butte
Phone	
Email Address	

Why would you like to serve on this Board or Commission?

I would like to serve as a member of the Gunnison Valley Hospital Board of Trustees to continue to make a difference and to actively engage in our local community. I am an active community member with a background in professional nursing, professional healthcare management consulting, and would love the opportunity to give back by lending my advisory skills to an organization such as GVH.

I am a Registered Nurse by profession (BSN), hold a master's in business administration (MBA) and work with healthcare clients across the country providing professional advisory services in the areas of strategy development, governance design and implementation, information technology strategy and integration, population health management and more. I have served healthcare clients as a leader in the clinical transformation practice for Deloitte Consulting and as the

leader of clinical transformation at Maestro Strategies. My professional experience also includes serving as Chief Technology Officer for a start-up healthcare IT firm and Vice President of Patient Care Services.

Areas of consulting expertise include health system operational governance design and implementation, Population Health Management strategy and operationalization, care delivery system transformation, information technology strategic planning, ambulatory care delivery model redesign, ambulatory operations re-engineering, technology governance, and operational consolidation and integration. I am an author of multiple articles in healthcare and have been a featured speaker on numerous occasions with topics including: "E-Healthcare Consumer," "Healthcare Operations," and "Clinical Informatics' Role in Designing a Collaborative Approach to Cancer Care."

With my extensive healthcare and business background and knowledge I believe I would serve as an excellent adviser and Trustee to GVH. I've been praised for my ability to work as a collaborative team member, to build effective teams and to drive to measurable outcomes. I would be thrilled to have the opportunity to serve on the GVH Board of Trustees and put my knowledge to use.

I am confident I would be an excellent fit for the Gunnison Valley Hospital Board of Trustees. Please contact me by phone or email at a convenient time for you so we can connect. I look forward to hearing from you and thank you so much for your time.

Additional Comments

I plan to also send a hard copy of this Letter of Interest/Application along with my formal resume via email to the Board of County Commissioners.

Email not displaying correctly? [View it in your browser.](#)

Gunnison Board of County Commissioners
200 E Virginia Avenue
Gunnison, CO 81230

January 5, 2023

Dear Gunnison County Commissioners:

I would like to serve as a member of the Gunnison Valley Hospital Board of Trustees to continue to make a difference and to actively engage in our local community. I am an active community member with a background in professional nursing, professional healthcare management consulting, and would love the opportunity to give back by lending my advisory skills to an organization such as GVH.

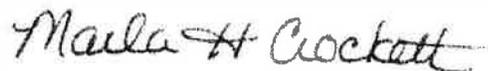
I am a Registered Nurse by profession (BSN), hold a master's in business administration (MBA) and work with healthcare clients across the country providing professional advisory services in the areas of strategy development, governance design and implementation, information technology strategy and integration, population health management and more. I have served healthcare clients as a leader in the clinical transformation practice for Deloitte Consulting and as the leader of clinical transformation at Maestro Strategies. My professional experience also includes serving as Chief Technology Officer for a start-up healthcare IT firm and Vice President of Patient Care Services.

Areas of consulting expertise include health system operational governance design and implementation, Population Health Management strategy and operationalization, care delivery system transformation, information technology strategic planning, ambulatory care delivery model redesign, ambulatory operations re-engineering, technology governance, and operational consolidation and integration. I am an author of multiple articles in healthcare and have been a featured speaker on numerous occasions with topics including: *"E-Healthcare Consumer," "Healthcare Operations,"* and *"Clinical Informatics' Role in Designing a Collaborative Approach to Cancer Care."*

With my extensive healthcare and business background and knowledge I believe I would serve as an excellent adviser and Trustee to GVH. I've been praised for my ability to work as a collaborative team member, to build effective teams and to drive to measurable outcomes. I would be thrilled to have the opportunity to serve on the GVH Board of Trustees and put my knowledge to use.

I am confident I would be an excellent fit for the Gunnison Valley Hospital Board of Trustees. Please contact me by phone or email at a convenient time for you so we can connect. I look forward to hearing from you and thank you so much for your time.

Best regards,



Marla H. Crockett

Marla Hutchison Crockett, BSN, MBA

Crested Butte, CO 81224

PRESENT POSITION: ***Hutchison Healthcare Consulting***
Chief Executive Officer

PROFESSIONAL PROFILE: Marla Crockett, a former Partner in the Healthcare Consulting Practice of Deloitte Consulting, has over 25 years of healthcare consulting experience, and 15 years of clinical and administrative healthcare experience serving a wide range of health care providers, including; academic medical centers, for-profit and not-for-profit health systems, integrated delivery systems; market-entry healthcare IT organizations, and pioneering integrated MD groups. Ms. Crockett is a proven practice leader, serving as a leader in the development of the clinical transformation practice for Deloitte and developing the clinical transformation role at Maestro Strategies.

In addition to her professional consulting experience, Marla has served as Chief Technology Officer for a start-up healthcare IT firm and Vice President of Patient Care Services with Humana, Inc.. Areas of expertise include: care delivery system transformation, information technology strategic planning, population health management strategic planning and operationalization, ambulatory care delivery model redesign, ambulatory operations reengineering, ambulatory facility operational analysis/strategic planning, inpatient care delivery redesign, information technology governance, and operational consolidation and integration. She has been a featured speaker on numerous occasions, with topics including: *"E-Healthcare Consumer," "Healthcare Operations,"* and *"Clinical Informatics' Role in Designing a Collaborative Approach to Cancer Care."*

EXPERIENCE HIGHLIGHTS: **Population Health Strategy and IT Strategy Assessment and Planning:** Leading the strategic assessment, planning and implementation for a multi-entity healthcare system to scale capabilities and develop strategies for success in the Population Health Management segment of the healthcare market. Assessing current capabilities, competencies and requirements for successful implementation of Population Health Management across multiple entities, multiple markets and multiple states. Working with executive leadership to set requirements for information systems, analytics, data transformation and using big data to drive population health strategies. Designing and implementation of a Population Health Services Organization (PHSO).

IT Assessment and Strategic Planning: Lead client services principle for the assessments of provider IT organizations within multi-facility healthcare systems and integrated health networks. Directed the overall operational assessments and redesign/reorganization of the IT departments including areas of: governance, operations, system identification and selection strategies, strategic planning, communication, and service delivery. Applied a consistent approach to IT assessments, including comparisons to industry standards of practice and performance. Worked with client organizations to develop and implement detailed plans of action to improve overall IT organizational performance, efficiencies and service delivery unique to large, multi-facility healthcare organizations. Facilitated the development and implementation of IT Strategic Plans integrated with the overall organizational strategies.

IT Governance Design and Implementation: Lead client services principle for the design and implementation of a new IT Governance structure in a multi-hospital IDN. Worked with the senior level corporate design team to develop the principles of IT Governance, define the role of IT Governance in the enterprise and design the IT Governance structure. Facilitated the implementation and roll-out of the new IT Governance program and structure, including developing and facilitating an organization wide kick-off, operationalizing and transitioning to internal leaders, the IT Governance. Incorporated integration with the enterprise Board of Directors.

Organizational Requirements Definition and Strategic Planning for Innovative Health Services Provider: Subject matter expert for organizational strategic planning and organizational requirements definition for population health management service provider for senior care. Provided deep subject matter expertise in organizational requirements definition, market segmentation, data analytics requirements, information technology requirements and competencies requirements for the company's transition into larger markets across the nation.

Innovative PHO (Physician Hospital Organization) Transformation to "Market Leader:" Led the team working with a healthcare physician services organization in their transformation from operating as a "start-up" company to a service oriented, fast paced, service delivery organization. Worked with the CEO, COO, CFO, CMO and CMIO in developing the "future state culture" vision, designing and implementing the plan to achieve the vision, and developing the directors and managers in the organization to deliver on the vision. Additionally, led the workstream to redesign the organizational structure to meet future demands and redesigned business and operating processes to deliver services to physician clients.

Interim COO, Healthcare Ambulatory Clinic Start-Up: Served as the interim COO and co-clinical lead for an innovative healthcare ambulatory clinic start-up working with Walmart stores in Houston, Texas. Provided operational direction and developed the comprehensive operating model for the organization's clinics in five Houston, Texas Walmart sites. Collaborated with the CEO and CMO on service models, facility design and organizational effectiveness.

Surgical Services Innovative Team Design: Lead client services director and program manager for the design of innovative teams in the neurosurgical sub-specialties for a major academic, level I trauma center. Worked with the CEO, COO, Director of Neurosurgical services, Medical Director of Neurosurgical Services and the Clinical Nurse Specialist/Manager to define the goals/objectives of the innovative team design. Worked with an innovation team (consisting of RNs, MDs, residents and facility) to identify key success factors, innovative team competencies, team composition, educational requirements and the implementation plan/timeline.

EMPLOYERS:

Hutchison Healthcare Consulting
President/CEO
March 2004 – Present

Maestro Strategies
Managing Director, Clinical Transformation
August 2005 – Present

Gelb Consulting, an Endeavor Management Company

Senior Advisor

July 2013 – June 2014

MediStore

Chief Technology Officer and Co-Founder

July 2003 – February 2004

Deloitte Consulting

Partner in the Health Care Consulting practice 1998 – 2003

Various staff positions within Deloitte Consulting Health Care practice 1992 – 1998

Montelepre Extended Care Hospital

Assistant Administrator, Patient Care Services 1991 - 1992

Humana, Inc.

Associate Executive Director – Patient Services 1988 - 1991

Assistant Director/Nursing 1980 - 1988

Various nursing and nursing management positions

REPRESENTATIVE
CLIENTS:

- ◆ ProHealth Care, Waukesha, WI
- ◆ Queens Health System, Honolulu, HI
- ◆ Desert Radiology LLP, Las Vegas, NV
- ◆ SCL Health, Denver, CO
- ◆ CHRISTUS Health, Irvine, TX
- ◆ InnovAge, Denver, CO
- ◆ Memorial Hermann Health System, Houston, TX
- ◆ Community Health Systems, Franklin, TN
- ◆ Vanderbilt University Medical Center, Nashville, TN
- ◆ LifePoint Health System, Brentwood, TN
- ◆ St. Charles Health System, Bend, OR
- ◆ Memorial Hermann Medical Group, Houston, TX
- ◆ PeaceHealth, Vancouver, WA
- ◆ PerfectServe, Knoxville, TN
- ◆ Central Georgia Health System, Macon, GA
- ◆ Froedtert Health System and Medical College of Wisconsin, Milwaukee, WI
- ◆ Samaritan Health Services, Corvallis, OR
- ◆ Mountain States Health Alliance, Johnson City, TN

- ◆ Columbus Regional Health System, Columbus, GA
- ◆ Baptist Health System, Montgomery, AL
- ◆ University of Alabama at Birmingham (UAB) Health System, Birmingham, AL
- ◆ Abramson Center for Family Medicine, Houston, TX
- ◆ The Methodist Hospital, Houston, TX
- ◆ University of California Davis Health System, Sacramento, CA
- ◆ Menninger Clinic, Houston, TX
- ◆ Baylor College of Medicine, Houston, TX
- ◆ University of Houston, Houston, TX
- ◆ Ochsner Foundation, New Orleans, LA
- ◆ Labette Health, Parson, KS

EDUCATION: **Master of Business Administration,**
University of Houston (Clear Lake Campus)
Houston, Texas (1988)

Bachelor of Science in Nursing,
Kansas University
Lawrence, Kansas (1978)

**BOARD
POSTITIONS:** **Texas A&M – Texarkana**
Program Advisory Board Member
Women in Leadership Certificate Program
December 2022 - Present

Spectrum Health Products
Position: Advisory Board Member
November 2018 – December 2021

Synthesi Institute, a Texas Non-Profit Corporation
Position: Secretary of the Corporation
May 2018 - present

**SELECT
PUBLICATIONS/
PRESENTATIONS:**

Arlotto, Irby, et al; *“Rethinking ROI: The Challenge of Accountable Meaningful Use”*
HIMSS, 2011. Contributing author.

Arlotto, Birch, Crockett, Irby; *“Beyond Return on Investment: Expanding the Value of
Healthcare Information Technology,”* HIMSS, 2009

Keynote Speaker; *“Clinical Informatics’ Role in Designing a Collaborative Approach to
Cancer Care.”* Jornadas Nacionales De Experiencias en Gestión Clínica, Barcelona,
Spain, March, 2009.

"Healthcare Operations" Rice University, Jones School, Healthcare/Biotech Symposium, January 2003, Houston, Texas. A one hour presentation/panel discussion on operations within the provider segment of healthcare in today's complex environment.

"E Healthcare Consumer," Healthcare Interactive 2000, June 2000, Houston, Texas. A one hour presentation on the emergence of E-business and the consumer in health care, the impact on healthcare organizations and future opportunities.

Melanie Bollig

From: Stephens Mundy
Sent: Monday, January 9, 2023 10:51 AM
To: BOCC
Cc:
Subject: Gunnison Valley Health

[EXTERNAL SENDER - USE CAUTION]

Good morning!

Please accept this email as expression of my interest in serving as a Trustee of GVH.

I am a resident of the Town of Crested Butte.

I have over 30 years of experience in Healthcare. I have a Masters in Healthcare Administration. I was a Hospital CEO in WV and NY. Most recently I served as President and CEO of Champlain Valley Medical Center and Alice Hyde Medical Center in Northern NY. We also had oversight on Elizabethtown Hospital, a Critical Access Hospital.

Thank you for your willingness to review my interest in serving our community.

Stephens Mundy

Crested Butte, Colorado 81224

Change happens at the speed of trust!

Melanie Bollig

From: noreply@civicplus.com
Sent: Tuesday, January 10, 2023 8:25 PM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Gunnison Valley Hospital Board of Trustees
First and Last Name	Polly Oberosler
Address	
City	Gunnison
Phone	
Email Address	
Why would you like to serve on this Board or Commission?	I have been on the board before and found it to be incredibly gratifying. Making a difference in these communities is important to me as a native to the area. I think it is vital to have a "local" on the board who knows the issues of the community from a historical perspective.
Additional Comments	I was born and raised in Gunnison County and have served on several boards locally. I have lived over much of this area including 30 years in Crested Butte and 20 years on the south end of the county as well as in Gunnison and Almont. My former contributions to the board were being the catalyst for more comprehensive mental health programs and a push to keep the health care system local and personal. I served on the Quality and Outcomes committee and am happy to fill that role again.

Melanie Bollig

From: noreply@civicplus.com
Sent: Friday, December 9, 2022 2:13 PM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Tourism & Prosperity Partnership

First and Last Name Jennifer Barvitski

Address

City Gunnison

Phone

Email Address

Why would you like to serve on this Board or Commission? I would like to continue my commitment to our Community & the TAPP Board. I add diversity to the Board: my age, my profession, business owner, parent, diverse background coming from TX and college at Vanderbilt, and my recent experience being on the Board has great value.

Additional Comments *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

Melanie Bollig

From: noreply@civicplus.com
Sent: Monday, December 5, 2022 8:29 AM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Completed

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Tourism & Prosperity Partnership

First and Last Name Kelly Osness

Address

City Gunnison

Phone

Email Address

Why would you like to serve on this Board or Commission? This would be my second full term to serve. There have been many controversial happenings as well as many important decisions made during my last term. I want to keep the momentum going. I believe that it is very important to represent the south valley businesses, as well as another female voice on the board. I have been active on mentoring start ups and other small businesses going through the ICELab. I think that it is important to help others starting up, as we have had so much mentoring at Treads n Threads over the years. I believe in their mission and vision and I believe that I can continue to make a difference in this valley by serving on this board.

Additional Comments *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

Melanie Bollig

From: noreply@civicplus.com
Sent: Thursday, January 5, 2023 11:15 AM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Tourism & Prosperity Partnership

First and Last Name Erica Rasmussen

Address

City Gunnison

Phone

Email Address

Why would you like to serve on this Board or Commission?

I would like to remain on the TAPP board to serve as a catalyst for continued evolution of a critical organization in our community. I moved to the valley in 2010 to work for the Tourism Association and have a very solid background of tourism marketing in our community from both that experience, and through serving on and leading CBMR's marketing team for a number of years. Furthermore, I am actively engaged in the community and have a solid understanding of the landscape of tourism and economic development needs, wants and impacts. Furthermore, I have served on the TAPP board for about two years and three months, with two years on the TAPP Executive Committee as Secretary/Treasurer. There is a lot of opportunity for this organization to maintain excellence in key areas and paralleled potential to evolve as any effective organization can and should. I bring a unique, informed, energetic and passionate perspective to the board!

Thank you for your consideration!

Additional Comments

Email not displaying correctly? [View it in your browser.](#)

Melanie Bollig

From: noreply@civicplus.com
Sent: Tuesday, December 27, 2022 2:23 PM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Tourism & Prosperity Partnership

First and Last Name Bill Miller

Address

City Crested Butte

Phone

Email Address

Why would you like to serve on this Board or Commission? I live full-time in the town of CB and I care deeply about Crested Butte and Gunnison County. I have considerable experience in marketing and business as a founder/owner of a successful financial firm. I am also active in a number of outdoor activities including resort, b/c and nordic skiing in the winter and mountain biking and hiking in the summer.

Additional Comments *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

January 9, 2023

Gunnison County Administration Office
200 East Virginia Avenue
Gunnison CO, 81230
RE: Open Board Position – Tourism and Prosperity Partnership

Dear Gunnison County Commissioners;

I would like to share my interest in being considered for an open board member position currently listed for the Tourism and Prosperity Partnership Board on the Boards & Commission page of the Gunnison County website.

To actively engage as a board member on the TAPP board would enhance the communication and collaboration of our organizations, strengthening our valley efforts concerning tourism and economic development. My current position with the Gunnison Country Chamber of Commerce will help to add a broader perspective to valley conversation and planning as well as grow the information that the chamber can bring to the business community in a timely and effective manner.

During my five years of leadership with the Gunnison Country Chamber of Commerce and Visitor Center, I have grown my personal understanding of state, regional and local efforts, accomplishments and challenges regarding tourism and economic health. Becoming a member of this board would allow sharing of my experiences, connections and perspective gained through the many meetings and contacts made on various levels.

I hope to bring the absolute best to an appointment on the TAPP board for the overall health and well-being of Gunnison County.

Sincerely,



Celeste Helminski



Melanie Bollig

From: noreply@civicplus.com
Sent: Friday, January 13, 2023 12:09 PM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Tourism & Prosperity Partnership

First and Last Name Kendal Rota

Address

City Gunnison

Phone

Email Address

Why would you like to serve on this Board or Commission? Our family's business relies on the success of tourism in the Gunnison Valley. I believe it is my responsibility to help in anyway that I can to make that success happen. I am newer to the community so I am trying to be involved and develop relationships by working together for a common goal.

Additional Comments I have submitted a letter via email on 1/13/23 to bocc@gunnisoncounty.org. Please let me know if you did not receive it. Thank you Kendal

Email not displaying correctly? [View it in your browser.](#)

Gunnison County Commissioners,

My name is Kendal Rota and I am interested in the position of board member for the Tourism and Prosperity Partnership (TAPP).

My husband Joe and I moved with our 3 children to Gunnison Valley in October 2020. We purchased the Sapinero Village Campground on Blue Mesa and have been busy updating and improving the property since. We created a community Lodge in the old bar to provide a gathering place for the few families that live around the lake full time and the many visitors we have during the summer.

This concept is what I am about. I am passionate about being involved in our community and strive to do whatever I can to sustain, improve and share it with others. I believe in building relationships with people and can be the Commissioners' "boots on the ground" person who has daily contact with the people who come to visit our area. I make it a point to greet our guests. Learning where they are from, why they are here and what kinds of things they are interested in, I can suggest other amazing things they would enjoy doing here. When we moved to the Gunnison Valley, I went all around from Arrowhead to Crested Butte Mountain to learn about what the Valley has to offer my family and all the guests we would have the honor of hosting. I have a true interest in what is going on all around me, not just what is in front of me – which I have to say is spectacular! I feel blessed every day to look out of my window at Blue Mesa and the Sleeping Ouray mountain range.

I have held executive positions with other organizations such as the Colorado Springs Dental Hygienists Board, Pikes Peak Christian School PTA and am currently a board member for the Gunnison Chamber of Commerce. I will be a dedicated member of the TAPP board and look forward to working with the other members to promote and keep strong the ideas they have put into place, as well as bring new ideas to fruition.

Thank you so much for your time and consideration. Please contact me if you need any further information.

Sincerely,



Kendal Rota

Jan. 12, 2023

To Gunnison Board of County Commissioners:

This letter is my formal request to be reappointed to my current position on the Gunnison County Library Board. I moved to Gunnison County in 2004 when I started working at Western Colorado University as a Professor of Economics specializing in statistics, natural resource economics and game theory. I believe strongly in giving back to my community and have been an active volunteer with Tenderfoot Child and Family Development Center (board member 2005-2020) and the Girl Scouts (troop leader 2008-2020).

I have been an active member of the Library Board since July 2018. I started as the Treasurer and then became the Board President in July 2021. During my time on the Board, amazing changes have occurred within the Library district. Besides overseeing the operations of the library district, the Board directed the discussion of finding the best location for a new library to be built. Once the Van Tuyl location was selected, the Board focus shifted to funding options. In 2019, Gunnison County voters approved the funding source for the new library and the planning and designing of the new library commenced. The Board worked with the Executive Director and held numerous meetings to build the best library possible, which opened in October, 2022.

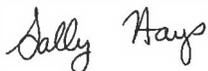
In addition, I have worked with the Board to support the library to have respectful community conversations surrounding which materials belong in our public library. These conversations are a wonderful opportunity to engage in civil discussions with diverse viewpoints in this valley. One part of the Board of Trustee Job Description that I find most relevant at this point in Gunnison County is the Code of Ethics. The statement "Support wholly the efforts of librarians in resisting censorship of library materials by groups and individuals" exemplifies the role of each Board member in supporting library professionals and materials selected for our public library.

I have also been part of a subgroup of board members that have worked directly with our lawyer on the lawsuit concerning whether a Request to Reconsider form is a type of user record and therefore granted privacy rights per Colorado Library Law statutes. During the hours of discussion, we have always centered our decisions on what is best for all Gunnison County citizens and their public library.

Over the past 4 ½ years I have loved volunteering my time on this Board and I would like to continue this important work.

Thank you for your consideration of me to continue on Gunnison County library board.

Sincerely,



Sally Hays, PhD

Gunnison, Colorado 81230

Melanie Bollig

From:
Sent: Monday, December 19, 2022 1:05 PM
To: BOCC
Subject: Library Board of Trustees
Attachments: Susan Wold Independent Director 9 2022.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Dear BOCC~

I am writing in order to be considered for one of the open positions on the Library Board of Trustees. I am a full time resident of Almont, CO, and am passionate about library services. My observation is that public libraries help build healthy communities. Libraries serve multiple functions going beyond the lending of books and materials. Public libraries are socially responsive institutions, inclusive places serving diverse populations and a lifeline to many. All of this while balancing community needs and visitor requests with strained library funding.

I currently serve on a financial services board as an independent board member—I was selected for this position in part for my expertise in ethics and governance, along with my willingness to continue to learn and grow. I am also on an advisory board for a FinTech/Consulting company, a position I was selected for because of my legal, risk and compliance background.

Whether or not I am selected to move forward in the search for Trustees for the library I will continue to support our local libraries and our community. I attached a short CV in case the BOCC was interested in additional details related to my background and work history.

Wishing you a happy holiday season,

Susan K. Wold

Almont, CO 81210

Susan Wold



TARGET: BOARD OF DIRECTORS - FINANCIAL SERVICES INDUSTRY

Expertise In: Risk & Compliance | Legal Ethics & Governance | Global Securities Regulation

Independent Director with 30+ years of experience in financial services. Key board skills include strategic planning; corporate governance and regulatory issues; risk management; senior leadership experience; mergers and acquisitions. Broad corporate expertise in global securities regulations; board governance and reporting; third party oversight; mutual funds, exchange traded funds, and private fund formation and oversight.

Juris Doctor | Independent Director | Diversity, Equity & Inclusion Certification

- ◆ **Strong collaborator** who led a diverse array of US and UK governance initiatives, such as developing and implementing a risk program focused on corporate governance and conflicts of interest metrics, reducing the firm's regulatory liability.
- ◆ Diplomatically spearheaded efforts to restructure the legal and compliance program into a shared services unit, **reducing costs by 20%**.
- ◆ Key member of multi-strategic team responsible for **formulating and driving business strategies** in complex global regulatory environments, including the acquisition and integration of US and UK financial services companies.
- ◆ Skillfully navigated corporate governance, regulation, and risk; set strategic direction and **enhanced revenue growth in the global business** setting utilizing broad knowledge of ethics and governance, global securities regulations, risk management principles and practices, and board governance and reporting.

BOARD & PROFESSIONAL LEADERSHIP HIGHLIGHTS

30+ years of corporate board experience, promoting collaborative leadership and defining vision, goals, and strategies to ensure proper governance and oversight. Exercises independent business judgement on behalf of financial services firms, mutual funds, ETFs, and their shareholders with integrity and diligence.

BOARD EXPERIENCE:

- ◆ **Versus Capital Advisors | 2022 – Present**
Independent Mutual Fund Director | Versus Capital Multi-Manager Real Estate Income Fund LLC (VCMIX) and Versus Capital Real Assets Fund (VCRRX)
- ◆ **Janus Henderson Funds | 2005 – 2020**
Board Reporting | Mutual Fund, Exchange Traded Funds, and corporate board reporting experience

AREAS OF EXPERTISE:

Mutual Funds, Exchange Traded Funds and Private Fund formation and oversight ◆ Conflicts of Interest ◆ Global Securities Regulations and Investigations ◆ Cybersecurity ◆ Risk Management ◆ Leadership Development ◆ Crisis Management ◆ ESG Reporting and Engagement ◆ Business Continuity ◆ Policy/Program Development ◆ Compliance Testing ◆ Anti-Money Laundering, FCPA and UK Bribery Act ◆ Mergers and Acquisitions ◆ Vendor Due Diligence ◆ SOX Programs and Public Company Compliance ◆ Fund and Transfer Agency Operations Oversight

PAST PROFESSIONAL POSITIONS:

- ◆ **Janus Henderson Investors | 2005- 2020**
Senior Vice President, Global Ombudsman, and Head of North American Compliance | Tapped for leadership, advancing through progressive management and executive roles, culminating in SVP, Global Ombudsman and Head of North America Compliance. Served as Chief Compliance Officer and Interim Head of Risk; Global Head of Corporate Compliance; AML Officer, Chair of Conflicts of Interest Committee, Chair of Ethics Committee, Chair of AML Committee, and member of the Disclosure Review Committee, Proxy Voting Committee, Data Privacy and Information Protection Committee, and Valuation Committee.
- ◆ **National Planning Holdings | 2003 – 2005**
VP, Deputy General Counsel and Chief Compliance Officer | Led a diverse array of US and UK corporate governance initiatives.
- ◆ **American Express /American Express Financial Advisers | 1993 – 2003**
Vice President and Group Counsel | Key member of multi-strategic teams.

EDUCATION

DIVERSITY, EQUITY & INCLUSION IN THE WORKPLACE CERTIFICATE PROGRAM
University of South Florida, MUMA College of Business

JURIS DOCTORATE
University Of Minnesota, Sturm College of Law

BACHELOR OF ARTS, BUSINESS ADMINISTRATION
Colorado College

POLITICAL SCIENCE EXCHANGE PROGRAM
American University

PROFESSIONAL AFFILIATIONS & COMMITTEES

FREQUENT INDUSTRY SPEAKER

TOPICS: Ethics and Governance ♦ Conflicts of Interest ♦ AML ♦ FCPA and UK Bribery Act ♦ Service Provider Oversight ♦ Trends in arbitration and litigation ♦ Hot Topics in Securities Regulations, Share Class Distinctions, and Transfer Agency Operations

FORUMS: NSCP ♦ Rocky Mountain Securities Conference ♦ ICI ♦ SIFMA ♦ NRS ♦ University of Denver ♦ University of Minnesota

INDUSTRY COMMITTEES

Securities Industry and Futures Market Association (SIFMA) ♦ Asset Management Group Steering Committee Member ♦ Investment Company Institute (ICI) ♦ Chief Compliance Officer Committee ♦ Minnesota Bar Association ♦ Financial Planning Association ♦ Securities Industry Association AML Committee ♦ Chamber of Commerce ♦ Junior Achievement ♦ City Year

Melanie Bollig

From: noreply@civicplus.com
Sent: Saturday, December 31, 2022 9:42 AM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Library Board of Trustees

First and Last Name Janet Farmer

Address

City Crested Butte / Mt. Crested Butte

Phone

Email Address

Why would you like to serve on this Board or Commission?

I've been interested in serving on this Board for a number of years, but the timing was never right. I have served 12 years on the Crested Butte Friends of the Library, nine of those as President. I never felt it was appropriate to serve on the district board while I was President. Since I have stepped down as President, there was not really an opening for someone from Crested Butte. I've cared about the importance of libraries for much of my life because of the services they provide a community. At one point I spent six years as an elementary school librarian. While serving on the CBFOL, I have been the driving force behind our Essay Contest for scholarships for high school seniors and our primary fundraisers of wine tastings. While most of my work has been for the Crested Butte Library, I also have supported the Gunnison Library by contributing a significant amount of artwork to the new library. I'm honored to say that there will be a bench placed outside the new library called "Janet's Bench." Thank you for considering me for the Library District Board.

Melanie Bollig

From: noreply@civicplus.com
Sent: Wednesday, January 11, 2023 11:43 AM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Library Board of Trustees

First and Last Name Matt Feier

Address

City Crested Butte

Phone

Email Address

Why would you like to serve on this Board or Commission?

I wish to serve on the Gunnison County Library Board of Trustees, because I've had a life long appreciation for public libraries. I have gained immense amounts of knowledge and hours of enjoyment through the resources of the Gunnison County Libraries (in both Crested Butte and Gunnison, personally and as a family) and I now wish to give back. I am excited to dedicate my time, energy, and experience to the thoughtful governance and betterment of our shared community resource. I have experience in working collaboratively and successfully on multiple community boards including the GVRHA board, the STOR committee, the Gunnison Trails commission, and the CB South POA board. As a project manager for Gunnison County Electric Association, I am well versed in multi-jurisdictional capital development processes. I hope to be able to contribute to the library's upcoming strategic plan vision. And as a north valley resident, I

believe I may be able to provide a valuable perspective within the current board of trustees.

Additional Comments

I look forward to interviewing for this opportunity. Thank you for your time and consideration.

Email not displaying correctly? [View it in your browser.](#)

Melanie Bollig

From: noreply@civicplus.com
Sent: Monday, January 16, 2023 1:43 PM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Library Board of Trustees

First and Last Name Cheryl Crews

Address

City Gunnison

Phone

Email Address

Why would you like to serve on this Board or Commission?
As a retired English teacher and administrator, I have spent much of life focused on literacy and engaging young adults about the worlds that are opened through reading. It is a passion of mine to support access and use of resources that educate children and adults.

Budgets and policy have been part of my experience as an administrator in schools. I have also worked in publishing as an editor and product manager. I am an avid reader.

I desire to contribute to my community here in the Gunnison County.

Thank you for your consideration.

Additional Comments *Field not completed.*

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County Boards and Commissions Interviews

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review, the applications for those being interviewed during the 2/21 Work Session. 1. Region 10 Transportation Seat, 2. Board of Adjustments/Appeals. 3. Historic Preservation Board. 4. Planning Commission. 5. STOR Committee

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 2/17/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 4 hrs

Agenda Date: 2/21/2023

Reg 10 Transp Application for Portfolio

Boards of Adjustments, Appeals - Appl for Portfolio

Historic Preservation Committee Appli for Portfolio

Planning Commission Applications for Portfolio

STOR Applications for Portfolio

Melanie Bollig

From: noreply@civicplus.com
Sent: Tuesday, January 17, 2023 4:36 PM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Region 10
First and Last Name	Colleen Hannnon
Address	
City	Gunnison
Phone	
Email Address	

Why would you like to serve on this Board or Commission?	<p>I am very interested in serving as one of the transportation representatives to Region 10 on behalf of Gunnison County. I have recently moved back to Gunnison County after 15 years away to finish my career. I now live full time in Gunnison. I am interested in giving back with more time to volunteer and Region 10 is where I would like to commit my time. I started my career out of grad. school at Region 10 and was staff to the first GVTPR committee years ago. I worked on the regional transportation plans during my tenure there. I also worked in transportation planning here in the valley when I was the planner for the City of Gunnison in the '90's. I would like to participate at the policy level representing the Gunnison County transportation community as part of the GVTPR. I believe I can work as a part of a team at the Region. I began my career as a planner at the regional level and find that cooperation among our communities can result in better, more informed decision making. I also find that our counties need to stay in sync with each other to produce better results when it comes to project planning with CDOT. Thank you for considering me. Colleen</p>
--	--

Additional Comments

I will provide a resume as needed if the BOCC would like a copy of this.

Email not displaying correctly? [View it in your browser.](#)

COLLEEN B. HANNON
WSRD

Gunnison, CO 81230

QUALIFICATIONS

Experience in public and non-profit administration with an emphasis in community development and land planning. Excellent background in program planning and budgeting; current and long range planning; compliance; resource development including grantwriting and contract management; and intergovernmental affairs.

PROFESSIONAL EXPERIENCE

Owner, West Slope Resource Development. Gunnison, Colorado. June, 2016 to present.

Owner of consulting firm specializing in community development; urban planning; and capacity building for local governments and non-profit organizations. Focus on current planning for local governments including application review, report preparation, customer service, and code amendments, and technical assistance for non-profits including organizational management and grantsmanship.

Development Administrator, Granby Realty Holdings, LLC., Granby, Colorado, December, 2016 to April, 2019.

Serve as staff to Granby Ranch Design Review Board. Process applications to HOA for architectural design review of new home and multi-family developments as well as modifications to existing development (landscaping, exterior modifications such as decks and patios; and paint). Also manage special projects such as BLM grant for wildfire management and Fraser River restoration work. Manage real estate office including guest relations and building operations; monitor real estate sales and comps as well as review Realtor contracts and buyers binders; monitor state stormwater and forest ag. permits and reporting.

Compliance Officer, Town of Holderness, New Hampshire, April, 2015 to April, 2016.

Staff with responsibilities for compliance and enforcement. Reviewed and issued construction permits based on zoning compliance including structures and signage. Conducted site visits, reviewed processes with citizens and local contractor industry. Concurrent with work as Land Use Administrator.

Land Use Administrator, Town of Holderness, New Hampshire, November, 2013 to April, 2016.

Staff to Town with responsibilities for current planning and development review and support to Zoning Board of Adjustment; Planning Board; and Conservation Commission. Assisted applicants with all stages of application process for variances, special exceptions, subdivisions, boundary line adjustments and site plans. Staffed all board meetings including preparing packets, recording minutes, transcribing minutes, posting of minutes on website. Issued zoning interpretations. Prepared Town Select Board minutes for one year during this tenure.

Program Administrator, New Hampshire Rivers Council, Concord, New Hampshire, July, 2013-July, 2014.

Program administrator responsible for day to day operations of statewide non-profit which advocates river management and protection. Work responsibilities included finance, membership, special events, grants and contracts management, education and outreach. Experience in donor management software; ConstantContact; Microsoft Office; and other social media to support mission. Managed River Runners trainings on invasive aquatic species and staffed annual Wild and Scenic River Film Festival (2014).

Partner/Owner, West Slope Resource Development, LLC, Leadville, Colorado, 1995-2014

Partner, and then owner, of consulting firm specializing in community development; urban planning; and capacity building for local governments and non-profit organizations. Most recent clients included Plan Tools, LLC for facilitation services for the Town of Montezuma, Colorado; the Town of Buena Vista and Lake County for on call planning services; the Town of Meeker for subdivision code rewrite.

Grant Writer, Timberline Campus, Colorado Mountain College, Leadville, Colorado, March, 2012-February, 2013

Grant writer for community college campus responsible for grantseeking for sustainable agronomy center to be located on Hayden Ranch, a national and state designated historical landmark in Lake County, Colorado. Made initial contacts with funders; solicited letters of support; prepared budgets; made formal presentations to funders; coordinated grants working group for campus.

Director of Community Development, City of Gunnison, Colorado, 1996-2004.

Department head responsible for all aspects of planning, building and Fire Marshal functions within the City of Gunnison (population 5,400). Supervised 4 permanent staff and three department budgets. Responsibilities included: current and long range planning; zoning enforcement; economic development prospecting; SculptTour (annual public art exhibition); building department oversight (permits, flood plain regulations, plan review); and coordination of Fire Marshal duties such as fire safety education and fire investigations. Department supported Planning Commission, Board of Zoning Appeals, Building Board of Appeals, Historic Preservation Committee, and other citizen volunteer groups. Member of City management team.

Director of Sponsored Programs, Western State College, Gunnison, Colorado 1994-1996.

Mid-level manager at Western State College responsible for assisting faculty, students, and staff in grantseeking. Worked under both the College Foundation Director and the Vice President of Academic Affairs to secure state, federal and private funding for College programs and projects.

Principal, Hannon and Associates, Crested Butte, Colorado, 1993-1995

Owner/operator of planning and community development consulting firm with specialization in rural community and economic development and long-range planning. Merged with partner to form West Slope Resource Development in 1995.

Director of Community Development, Region 10 League for Economic Assistance and Planning, Montrose, Colorado, 1986-1993.

Community Development staff to a six-county regional commission of elected officials which administered programs in the areas of economic and business development, community development, tourism development, and Area Agency on Aging.

Instructor, Mesa State Montrose Center, Montrose, Colorado; Western State College, Gunnison, Colorado; and Colorado Mountain College Timberline Campus, Leadville, Colorado. 1987, 1989, 1992, 1993, 2004, 2009, and 2010. (North America, Human, and World/Regional Geography and Grantwriting)

Community Organizer, Concerned Citizens Congress of Northeast Denver, Denver, Colorado, summer, 1983.

Served as a community organizer to an inner-city citizens' group around issues such as crime, utilities, community pride, economic development, and housing. Efforts included educational forums, lobbying activities, and research.

**Community Planner, East Tennessee Community Design Center, Knoxville, Tennessee, 1980-1983.
(VISTA)**

Responsible for technical assistance in architecture and community planning to communities in the 16 counties of East Tennessee.

EDUCATION

M.A., Urban and Regional Planning, University of Colorado at Denver, 1992.

B.A., Geography, University of Colorado at Boulder, 1977.

B.A., German, University of Colorado at Boulder, 1977.

CIVIC AFFILIATIONS, VOLUNTEER SERVICE, PROFESSIONAL MEMBERSHIPS

Volunteer, Mountain Pet Rescue, Granby, Colorado, 2021-present

Board Member and Secretary, Colorado Headwaters Land Trust, Granby, Colorado, 2017-2018. (Member of Board of Directors of land trust serving Upper Colorado watershed).

Member, American Planning Association, Colorado Chapter; National Trust for Historic Preservation

Melanie Bollig

From: noreply@civicplus.com
Sent: Tuesday, January 10, 2023 3:16 PM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Board of Appeals

First and Last Name: Jeff Wilkinson

Address

City: Gunnison, CO

Phone

Email Address

Why would you like to serve on this Board or Commission? I have 52 years of experience in the building trades and am recently retired. I've been a resident of Gunnison County for 25 years and Built 120 homes, contracted on the Comfort Inn, Wells Fargo Bank, and multiple additions, garages etc. I'm also a developer on Currecanti Town Himes and the VanTuyl Subdivision, (very few developers who began a subdivision were still standing at the end of such). In my tenure I have had many Building and Planning Dept issues to deal with that were solved with both parties being satisfied. I'm a person of reason, practicality, with problem solving experience and believe I would be an asset to the County and the Public.

Additional Comments: *Field not completed.*

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Melanie Bollig

From: noreply@civicplus.com
Sent: Wednesday, January 11, 2023 3:32 PM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Historic Preservation Commission

First and Last Name: Al Caniff

Address

City: Gunnison

Phone

Email Address

Why would you like to serve on this Board or Commission? Please review my Vita below
Other than teaching for 54 years I have always had Historical Preservation in some shape or form in my life.
1981-1994, self-employed in Historical Building Preservation and Restoration.... Three Rivers Michigan
Volunteer at Pioneer Museum mostly in the car barn and building and grounds.

Additional Comments: Vita
Albert R. Caniff, Jr.
Gunnison, Colorado 81230

Education

Masters of Fine Arts, Sculpture
Western Michigan University, 1992.

Master of Education, Art
Certification Art K-12, all subjects 6-8
Nazareth College, 1986.

Masters of Art, Ceramics
Western Michigan University, 1976.

Bachelor of Fine Arts,
Western Michigan University, 1975.

Associate of Arts,
Glen Oaks Community College, 1972.

Teaching 1994-2023, Professor, Chair 1995 - 2015
Experience Western State College of Colorado

1997 - 1998, Adjunct Professor, Doctorate Committee member
Union Institute

1993-1994, Part-Time Assistant Professor,
Western Michigan University and Kalamazoo Valley
Community College.

1987-1992, Tenured Associate Professor, Chair of the Fine
Arts, Gallery Director
Nazareth College.
College closed 1992

1984-1986, Teacher k-12
Three Rivers Schools

1970-2000, Professional Artist.

1980-1982 , Coordinator / Gallery Director and Instructor,
Carnegie Center for the Arts, Three Rivers, MI.

1970-1979, Full-Time / Part-Time Art Professor,
Glen Oaks Community College.

1976-1978, Full-Time Assistant Professor,
Western Michigan University.

1966-1968, Marine Corps, active infantry/recon service in Vietnam.

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Melanie Bollig

From: noreply@civicplus.com
Sent: Saturday, November 12, 2022 11:42 AM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Completed

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Planning Commission

First and Last Name Catherine McBreen

Address

City Crested Butte

Phone

Email Address

Why would you like to serve on this Board or Commission?

Growth and effective planning are critically important for the Gunnison Valley. In order to ensure that our beautiful valley is not destroyed, those on the planning commission must be well-versed on the compliance and regulatory implications of various initiatives. At the same time, understanding the economics and importance of allowing the right types of projects is critical. In order to bring continuing growth to the area and make our economy vibrant, the planning commission must be able to analyze issues from multiple points of view. I believe my background as an attorney and as a businessperson involved in the compliance ridden financial services will be very valuable to the commission. Additionally, my father and brother were contractors so I grew up in an environment understanding the push and pull of their industry.

January 15, 2023

To: Gunnison County Planning Commission

Attached please find a copy of my resume. I would be honored to be considered for a place on your commission. As you can see from the attached material, I have had a long career focused on regulatory issues. I am currently in the process of selling my existing business and looking for an opportunity to focus energies.

I am relatively new to the Gunnison Valley, having moved to CB South in 2021. Prior to that, my family spent many years vacationing in this beautiful place. My father was a contractor and my brother is currently following in his tradition. Both my father and brother have developed many subdivisions and other properties, therefore, I have grown up with a deep interest in real estate development. I also sense the tension in the valley between the desire for preservation and the pressure to sensibly allow growth while protecting the environment.

While I am not a real estate lawyer, I did study real estate law early in my career. I am willing to update my legal knowledge and become familiar with Colorado law (I studied law in Illinois) to effectively serve on the commission. I am familiar with several of the projects the commission is currently reviewing and would be excited to learn even more.

I am sure you are considering numerous candidates, however, I believe I would be an outstanding addition to your team. I would love to be considered and would be happy to answer any questions.

Sincerely,

Catherine McBreen

CATHERINE MCBREEN
Crested Butte, CO 81224

Work Experience

Spectrem Group, 1995 -Present, Managing Director (Co-owner)

- Conduct research, perform analytical reviews for large to mid-size financial institution focused on the trust and wealth management industry

Harris Bank, 1988-1995, Chicago, IL – Vice President, Manager of Defined Contribution, Senior Attorney

- Managed 40plus professionals in defined contribution recordkeeping
- Attorney focused on compliance and contract issues for institutional trust

Hopkins and Sutter, 1986-1988, Chicago, IL – Attorney

- Assisted in analysis and liquidation of savings and loans closed by the FSLIC

Education

Northwestern University, Evanston, IL, B.S. 1983, Communications

DePaul University College of Law, Chicago, IL, J.D. 1986
Licensed to practice law, 1986 (Inactive)

Additional

Board of Directors, DePaul Theatre School, 2009-2012

Parent Board, room mother, additional at Lake Forest Country Day School, 1998-2017

Author, *Get Rich, Stay Rich, Pass It On – The Wealth Accumulation Secrets of America's Wealthiest Families*, Penguin Books, 2007

1/17/23

To the Honorable Gunnison County Commissioners,

Please take this submission as my application for the vacant seat on the Planning Commission Board. I have lived in Gunnison County most of my life (42 years). I started a family operated construction company in 2001 and have been building in the county for 28 years. I have served on the Crested Butte Town Council for 8 years and 4 years as a Gunnison County Commissioner. During my 12 years of public service, I learned how to work with fellow board members, how to listen to all sides of the presented topics, and how to let my fellow board members (and the public) know exactly where I stand on those topics. In my time as commissioner, I familiarized myself with the Gunnison County LUR and I have a good understand of how the Planning Commission debates, evaluates, and applies the LUR. Work force housing, 3-mile planning, development, and corridor protection are some of the items I worked on as a commissioner. I am passionate about these topics and would like to continue my public service as a member of Planning Commission Board as it navigates those and other important issues in the years to come.

Best Regards,

Roland Mason

Melanie Bollig

From: noreply@civicplus.com
Sent: Wednesday, January 4, 2023 10:48 AM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Sustainable Tourism & Outdoor Recreation Committee

First and Last Name: Tim Kugler

Address

City: Gunnison

Phone

Email Address

Why would you like to serve on this Board or Commission? As the Executive Director of Gunnison Trails, our organization is deeply involved in trail and public land stewardship, and we work closely with our partners at CPW, USFS and the BLM to help manage and mitigate the impacts from our tourist based recreation economy. I have been fortunate to serve on the STOR Committee since it's inception in 2018, and I look forward to continuing the important work of the Committee in the years to come.

Additional Comments: Thank you for the consideration.

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Melanie Bollig

From: noreply@civicplus.com
Sent: Wednesday, January 11, 2023 10:45 AM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Sustainable Tourism & Outdoor Recreation Committee

First and Last Name Jake Jones

Address

City Crested Butte

Phone

Email Address

Why would you like to serve on this Board or Commission? The objectives of STOR closely align with my personal and professional skills and interests. I am finishing my first term on the committee and I am currently the committee chairperson.

Additional Comments I enjoy working with diverse stakeholders and appreciate the leadership from Joe and Gunnison County. I previously served on the Gunnison County Trails Commission from 2005-2015.

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Sustainable Tourism and Outdoor Recreation Committee

Letter of Interest

3 January, 2023

Gunnison County Administrative Office

200 East Virginia Avenue

Gunnison Colorado, 81230

Dear Commissioners Houck, Mason and Smith,

My name is Chris Parmeter. I have lived and worked and recreated in the Gunnison Basin for over thirty years - two decades as the Game Warden in the Crested Butte /Taylor Park District. My current affiliation is with Back Country Hunters and Anglers, where I serve as Assistant Regional Director in the Gunnison area, a member of the Colorado Habitat Stewardship Team and the Colorado Leadership Team.

As you are well aware, the Gunnison Basin both supports and depends on the often contrary assets of wildlife and recreation. As a wildlife manager during the most “recreationally explosive” period in our history, I was continually tasked to navigate a path through this duality, representing wildlife on the *Gunnison Sage Grouse Working Group*, *Slate River Working Group*, *Gunnison Trails Commission*, and the grand-baby of them all - *The Sustainable Tourism and Outdoor Recreation Committee*.

The lurching evolution of recreation requires adaptive and novel management strategies to minimize damage to the “scenery” as it tumbles through. I’m an innovative thinker and enjoy exploring new ideas to navigate this terrain. I can also contribute to “getting the word out”, being an accomplished writer having penned dozens of wildlife and outdoor recreation oriented magazine articles, including several promoting the Stewardship mission of STOR.

Being a passionate camper, hunter, angler, hiker, biker, wildlife advocate & conservationist, I can see both sides of the road - sometimes only a narrow, rocky trail - and riding these mountains so long has taught me that a cooperative approach toward choosing the route leads to the most balanced path forward.

Please accept this letter of interest for my appointment to the Gunnison County Sustainable Tourism and Outdoor Recreation Committee. Thank you.

Chris Parmeter
Gunnison CO

Melanie Bollig

From: noreply@civicplus.com
Sent: Wednesday, January 11, 2023 3:01 PM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Sustainable Tourism & Outdoor Recreation Committee

First and Last Name Kate Guibert

Address

City Crested Butte

Phone

Email Address

Why would you like to serve on this Board or Commission?

The mountains, of course! A deep, abiding love for them and all of our public lands in the valley. That's my starting place for why I want to participate, but isn't it always? My day job is Rural Prosperity Manager for the Department of Local Affairs (State of Colorado). I spend a lot of time in my role talking to communities about maintaining what they value as they world changes so, of course, I spend a lot of time thinking about tourism and outdoor recreation and how to give more back to the places we love than we take. I would really like to invest more directly in my community so I want to take my love of the mountains and high desert and skills from my day job to see how I can be of better service to the Gunnison Valley.

Additional Comments

Field not completed.

From: noreply@civicplus.com
Sent: Thursday, January 12, 2023 9:03 PM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Sustainable Tourism & Outdoor Recreation Committee

First and Last Name: Jeremy Johndrow

Address

City: Gunnison

Phone

Email Address

Why would you like to serve on this Board or Commission?

I am very passionate about sustainability and outdoor recreation. As the owner of a local Jeep guiding business, I also have a vested interest in our valley's ability to strike a balance between the two. I have lived in the valley for over 17 years, graduating from Western in 2010 with a degree in Outdoor Recreation and Business Administration with a minor in Environmental Science. I have already worked with many members of this committee over the years and even sat in on a meeting at the beginning of last summer. I have a broad set of knowledge and skills that I feel would be valuable to the committee. While obviously representing the motorized recreation community, I am also very active in a variety of non-motorized activities such as mountain biking, skiing, hiking, and boating. I love this valley and want to give back to the community and see it succeed during these rapidly changing times.

Additional Comments

In the process of creating a 4 Wheeling club here in the valley with the goal of maintaining local trails and advocating for their responsible use.

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Melanie Bollig

From: noreply@civicplus.com
Sent: Monday, January 16, 2023 12:06 PM
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for: Sustainable Tourism & Outdoor Recreation Committee

First and Last Name: Geoffrey Heller

Address

City: Gunnison

Phone

Email Address

Why would you like to serve on this Board or Commission?
Hello, I am currently the President of the Gunnison OHV Alliance of Trailriders (GOATS). I would like to sit on the board because I can be a representative for the motorized community around the Gunnison Valley (specifically motorized singletrack). I am also an avid mountain biker, hunter, and backcountry skier. We are fortunate to be able to do numerous outdoor activities in the Gunnison Vally and I know how important it is for the motorized community to work with the greater community around the valley on issues of tourism, recreation, as well as conservation.

Additional Comments: *Field not completed.*

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