1 - Agenda Apr 18 2023 BOCC Regular Mtg

2a - Agenda, Apr 18 2023 Gunnison-Hinsdale Board of Humans Services

2b - BoHS, Financials Update

2c - BoHS, Early Childhood Program Update

3a - Alc Bev Lic Sapinero Village

3b - Alc Bev Lic Pappys Restaurant

3c - Ferm Malt and Wine Lic, Elk Creek Marina

3d - Ferm Malt and Wine, Lake Fork Marina

3e - Alc Bev Lic, Three Rivers Resort

3f - CO Liquor Sales Rm Lic, Buckel Family Wine

4 - BOCC Calendar Schedule, Apr 18 2023

5a - Mar 7 2023 BOCC reg mtg minutes

5b - Mar 21 2023 BOCC reg mtg minutes

5c - Apr 4 2023 BOCC reg mtg minutes

6 - consent 1 - Transunion Subscriber Agreement for GCSO

6 - consent 2 - Prof Svcs Agreement, Design Workshop, Planning of CB-CB South Multimodal

6 - consent 3 - MOA with City for GCSAPP Driver Ed and Youth

6 - consent 4 - CDPHE Contract Amendment 2, GCSAPP renewal

6 - consent 5 - Lttr of Support, UGRWCD America the Beautiful app

6 - consent 6 - Amended Opioid IGA with Marble

6 - consent 7- Amended Opioid IGA with Mt CB

6 - consent 8- Amended Opioid IGA with CB

6 - consent 9 - Prof Svcs Agreement with Town of CB, for Alpine Environmental Consultants

6 - consent 10 - Subordination Agreement, Morgan Rockwood Properties LLC

6 - consent 11 - Temple Hoyne Bell, HHS ECC grant application

7 - Treasurers Report

8c - Mar 2023 Cash Transfer Report

8d - Sales Tax - LMD Reports

9 - Review of Real Property Purchase, 25476 Hwy 135

10 - Subdivision Exemption Request, 0.4 acres, 25476 Hwy 135

11- Prof Svcs Agreement, Mead and Hunt, Brush Creek design

12 - BHA Fence Removal Work Day May 20

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, April 18, 2023**
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 #03-1848; Sapinero Village Inc dba Sapinero Village; Effective Date 4/04/2023 - 4/04/2024
- Alcohol Beverage License #03-01378; Elk Creek Marina LLC dba Pappy's Restaurant; Effective Date 6/03/2023 - 6/03/2024
- Fermented Malt Beverage and Wine Alcohol Beverage License #04-00107; Elk Creek Marina LLC dba Elk Creek Marina; Effective Date 6/03/2023 - 6/03/2024
- Fermented Malt Beverage and Wine Alcohol Beverage License #04-00106; Elk Creek Marina LLC dba Lake Fork Marina; Effective Date 6/03/2023 - 6/03/2024
- Fermented Malt Beverage Alcohol Beverage License #05-23848-0002; Three Rivers Resort Inc dba Three Rivers Resort; Effective Date 6/21/2023 - 6/21/2024
- Colorado Liquor Sales Room License #03-07474; Buckel Family Wine LLC dba Buckel Family Wine; Effective Date 6/01/2023 - 5/31/2024
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

9:03 am
- Call to Order; Agenda Review
- Scheduling
- Minutes
  1. March 7, 2023 Regular Meeting
  2. March 21, 2023 Regular Meeting
  3. April 4, 2023 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. Transunion Subscriber Agreement for TRADS Services; Gunnison County Sheriff's Office; for law enforcement data base searches; Effective date of signing; $1,800 annually
  2. Professional Services Agreement; Design Workshop; for the Planning of CB to CB South multi-modal trail; Effective date of signing -3/31/2024; $178,915
  3. Approval for Public Service Grant Memorandum of Agreement with City of Gunnison; for Gunnison County Substance Abuse Prevention Project (GCSAPP) Drivers Education and Youth programming; 1/01/2023 - 12/31/2023; $14,000

4. Approval for Approved Task Order Contract, Contract Amendment #2; Colorado Department of Public Health and Environment; Gunnison County Substance Abuse Prevention Project (GCSAPP) grant renewal; 7/01/2023 - 6/30/2024; $242,084.00
5. Approval for BOCC Letter of Support; for Upper Gunnison River Water Conservancy District's America the Beautiful Grant Application
6. Approval for Amended Opioid Settlement Intergovernmental Agreement; Gunnison County and the Town of Marble; establishing how settlement funds shall be divided and distributed
7. Approval for Amended Opioid Settlement Intergovernmental Agreement; Gunnison County and the Town Mt. Crested Butte; establishing how settlement funds shall be divided and distributed
8. Approval for Amended Opioid Settlement Intergovernmental Agreement; Gunnison County and the Town Crested Butte; establishing how settlement funds shall be divided and distributed
9. Approval for Professional Services Agreement; Gunnison County and Town of Crested Butte; to Alpine Environmental Consultants; for input, as directed by town and county staff and outside counsel, on the water rights case, land exchange, and mineral withdrawal for Mt. Emmons Project; Effective date of signing - 12/31/2023; up to $4,890 each
10. Approval for Subordination Agreement; Morgan Rockwood Properties, LLC; for parcels in The Meadows Phase 2-R
11. Approval for Temple Hoyne Buell Grant Application; Gunnison County Health and Human Services; for Early Childhood Council continuation of funding; $30,000

- County Manager's Reports
    1. White River National Forest Protection Officer; Funding

9:15 • Treasurer's Reports

- Vouchers and Transfers:
    1. April 2023 Accounts Payable Report
    2. February 2023 Purchase Card Report
    3. March 2023 Cash Transfer Report
    4. Sales Tax - LMD Reports

9:20 • Review of Real Property Purchase; 25476 State Highway 135, Crested Butte
    1. Resolution; Authorizing the County Manager to Purchase 25476 State Highway 135 in Crested Butte, Colorado

- Subdivision Exemption Request; for County purchase of 0.4 acres located at 25476 Highway 135

9:30 • Approval for Professional Services Agreement; Mead & Hunt; for 50% design of the Brush Creek Intersection; Effective date of signing and renewable monthly; up to $367,084 total billed

9:35 • Approval for County Fencing Removal; Backcountry Hunters and Anglers (BHA) Fence Removal Work Day, May 20th

9:45 am • Unscheduled Public Comment: 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

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.*

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

ZOOM MEETING DETAILS:

Join Zoom Meeting: https://us02web.zoom.us/j/82753657556?pwd=MjNDbTZHTFNrRVdDemZJdC91aVBlZz09

Meeting ID: 827 5365 7556
Passcode: 471302
One tap mobile
+17193594580,,82753657556#,,,,*471302# US
+16694449171,,82753657556#,,,,*471302# US

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
Meeting Agenda for April 18, 2023
County Commissioners' Meeting Room
200 E. Virginia Avenue; Gunnison, CO 81230
(Remote Option, Below)

- Call to Order at 8:30 am
- Agenda Review
- Financial Update
- Program Updates:
  - Early Childhood Services
- Legislative Updates:
  - Current Status on Key Bills
- Next Meeting: June 20, 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=MjNDbTZHTFNrRVdDemZJdC91aVBlZz09

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: Gunnison / Hinsdale Board of Human Services: Fina

Action Requested:

Parties to the Agreement:

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

Summary:

Board of Human Services Financials

Fiscal Impact:

Submitted by: Kelly Weak **Submitter's Email Address:** kweak@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/14/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 4/18/2023

Revised April 2015

Gunnison/Hinsdale DHS Financial Report
for the Period Ending
December 31, 2022

	Expense	YTD Expense *Gunnison*	YTD Expense *Hinsdale*	*Total*	Estimate of Gunnison County Only $$
155	HB 1451	85,492.21	-	85,492.21	-
340	Colorado Works (TANF)	205,283.39	13,302.19	218,585.58	41,056.68
340	Child Care	193,858.89	34,788.07	228,646.96	38,771.78
350	County Admin	589,152.71	7,203.73	596,356.44	117,830.54
350	Adult Protective Services	86,029.30	-	86,029.30	17,205.86
360	Child Welfare	739,374.35	49,533.78	788,908.13	147,874.87
360	Core Services	147,635.02	24,868.85	172,503.87	29,527.00
365	Child Support Enforcement	109,561.01	1,412.59	110,973.60	37,250.74
380	LEAP	181,680.97	8,611.06	190,292.03	-
380	Aid to Needy Disabled	21,923.47	-	21,923.47	4,384.69
380	Old Age Pension	74,359.77	3,113.26	77,473.03	-
380	Food Assistance	3,406,892.82	47,192.90	3,454,085.72	-
380	Grants	96,213.88	-	96,213.88	-
		5,937,457.79	190,026.43	6,127,484.22	433,902.17

Signatures

_____

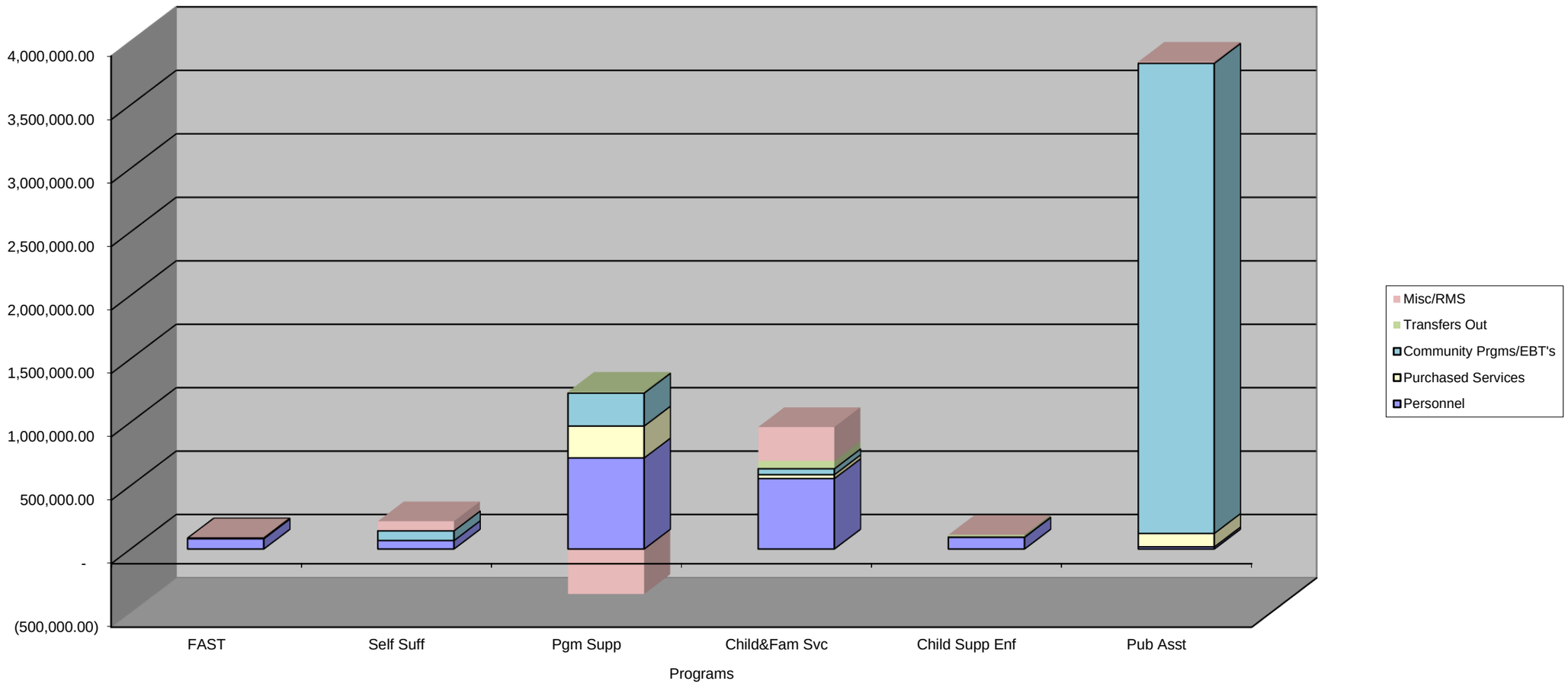
Director, Gunnison/Hinsdale DHS

_____

Chair, Gunnison/Hinsdale Board Human Services

	Gunnison/Hinsdale DHS Financial Report for the Period Ending																										
	December 31, 2022	Gunnison	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Gunnison	Hinsdale	Grand
		155-0	340-1	340-6	340-1	340-6	350-2	350-2	350-7	360-1	360-6	360-2	360-7	365-1	365-6	380-1	380-6	380-21	380-71	380-22	380-72	380-32	380-82	380-00			
	Expense	*HB 1451*	*CO Works*	*CO Works*	*Child Care*	*Child Care*	*Cty Admin*	*APS*	*Cty Admin*	*Child Welfare*	*Child Welfare*	*Core Svcs*	*Core Svcs*	*Chld Supp Enf*	*Chld Supp Enf*	*LEAP*	*LEAP*	*AND*	*AND*	*OAP*	*OAP*	*Food Assist*	*Food Assist*	*Public Assist*	Totals	Totals	***Totals***
5110	SALARIES-DEPT HEAD/SUPERVISOR						105,719.10																		105,719.10	-	105,719.10
5111	SALARIES-FULL TIME	53,667.74	42,770.80	10,692.70	4,798.84	4,475.75	395,370.87	12,563.82		274,775.84	37,147.46	117,571.04	19,968.04	65,599.38	662.62	142.22								942.36	968,202.91	72,946.57	1,041,149.48
5112	SALARIES-PART TIME	10,343.56			16,620.49	6,667.71	4.95	27,508.29								7,736.73								6,583.06	68,797.08	6,667.71	75,464.79
5113	OVERTIME						13,787.60																		13,787.60	-	13,787.60
5210	PAYROLL TAX-FICA	4,567.02	3,156.06	789.05	1,553.81	774.22	37,259.70	2,895.08		19,377.83	2,613.16	8,416.28	1,417.02	4,167.01	42.10	602.75								570.55	82,566.09	5,635.55	88,201.64
5220	HEALTH INSURANCE	8,322.29	4,878.27	1,219.52	967.33	892.78	56,875.70	3,401.45		30,840.97	3,591.74	11,063.27	2,286.69	17,619.23	177.93									123.01	134,091.52	8,168.66	142,260.18
5230	RETIREMENT	2,601.41	2,126.68	531.66	681.80	400.97	21,017.66	1,393.34		12,796.75	1,856.93	5,308.84	856.00	3,280.02	33.08	4.27								44.16	49,254.93	3,678.64	52,933.57
5240	UNEMPLOYMENT INSURANCE	96.04	64.16	15.98	32.14	16.72	774.63	60.96		417.77	55.72	176.31	29.95	98.44	0.96	11.81								11.31	1,743.57	119.33	1,862.90
5250	WORKERS' COMPENSATION INSURANCE	491.50	50.91	12.73	94.83	45.65	649.13	294.43		2,725.52	162.70	1,208.73	303.74	83.76	0.84	9.44								11.19	5,619.44	525.66	6,145.10
5260	EMPLOYEE ASSISTANCE PREMIUM	38.33	20.40	5.09	22.50	10.31	196.85	31.87		94.89	10.70	38.05	7.41	26.52	0.24	8.92								7.48	485.81	33.75	519.56
6110	OFFICE SUPPLIES						10,554.71									2.97									10,557.68	-	10,557.68
6120	OPERATING SUPPLIES						754.97																		754.97	-	754.97
6170	POSTAGE						1,851.06									116.00									1,967.06	-	1,967.06
6180	PHOTOCOPY	135.32					82.94																		218.26	-	218.26
6610	EQUIP & FURN UNDER $4000						4,691.11																		4,691.11	-	4,691.11
6611	COMPUTER EQUP UNDER $1000						2,341.08																		2,341.08	-	2,341.08
6630	EDUCATION/PROMOTION									120.20															120.20	-	120.20
7020	TELEPHONE SERVICE						6,833.36			2,593.80															9,427.16	-	9,427.16
7022	CELL PHONE						1,560.00	585.00		3,740.00						203.08									6,088.08	-	6,088.08
7030	INTERNET						2,000.04																		2,000.04	-	2,000.04
7210	REPAIR & MAINT - BUILDING						9,673.26																		9,673.26	-	9,673.26
7245	MAINTENANCE CONTRACTS						4,275.59																		4,275.59	-	4,275.59
7310	TRAVEL - TRANSPORTATION						756.25			1,103.81															1,860.06	-	1,860.06
7311	TRAVEL - MOTOR POOL						842.42	213.57		148.09															1,204.08	-	1,204.08
7312	TRAVEL - MEALS						304.22							145.40											449.62	-	449.62
7313	TRAVEL - LODGING						1,753.36			719.91				537.00											3,010.27	-	3,010.27
7329	PROFESSIONAL SERVICES	2,125.00				20,000.00	14,283.38	5,741.46		12,808.69				238.56										87,920.76	123,117.85	20,000.00	143,117.85
7330	MEETINGS - SUPPLIES						657.57			340.05															997.62	-	997.62
7331	MEETINGS - MEALS	218.40					2,756.85			1,052.06															4,027.31	-	4,027.31
7332	MEETINGS - REGISTRATIONS						1,622.26			140.00				312.00											2,074.26	-	2,074.26
7341	RENTAL - BUILDINGS & LAND						132,174.00																		132,174.00	-	132,174.00
7352	DISPATCH FEES						3,000.00																		3,000.00	-	3,000.00
7354	ADMINISTRATION FEES						3,186.86		764.88					748.26	25.12										3,935.12	790.00	4,725.12
7361	BOOKS & SUBSCRIPTIONS	149.90																							149.90	-	149.90
7410	ADVERTISING & LEGAL NOTICES	195.66					1,360.86	188.00								18,029.66									19,774.18	-	19,774.18
7420	PRINTING & PUBLISHING						23.00																		23.00	-	23.00
7430	DUES & MEMBERSHIPS						1,929.00		686.00																1,929.00	686.00	2,615.00
7440	SCHOOLS & TRAINING	275.00								8,250.00															8,525.00	-	8,525.00
7460	AUDITING						13,467.47																		13,467.47	-	13,467.47
7470	INSURANCE & BONDS						2,886.63																		2,886.63	-	2,886.63
7490	MAPPING SERVICES						264.96																		264.96	-	264.96
7491	COMPUTER SERVICE FEES	2,000.04					13,880.04																		15,880.08	-	15,880.08
7492	EQUIPMENT USAGE						3,784.92																		3,784.92	-	3,784.92
7502	ELECTRONIC BENEFITS TRANSFERS		76,634.99		141,157.95	4,592.50	107,938.47		6,157.23	42,746.16		3,852.50				154,813.12	8,611.06	21,923.47		61,937.72	3,106.50	3,406,892.82	47,192.90		4,017,897.20	69,660.19	4,087,557.39
7801	TRANSFER TO GENERAL FUND						4,261.57	6,441.11		61,699.98	676.58			16,705.43	469.70										89,108.09	1,146.28	90,254.37
8220	FURNITURE & FIXTURES						5,237.72																		5,237.72	-	5,237.72
9012	RMS EXPENSE		75,581.12	35.46	27,929.20	(3,088.54)	(403,493.41)	24,710.92	(404.38)	262,882.03	3,418.79									12,422.05	6.76				31.91	(31.91)	(0.00)
9044	FLEX FOR FAMILIES	265.00																							265.00	-	265.00
	Totals	85,492.21	205,283.39	13,302.19	193,858.89	34,788.07	589,152.71	86,029.30	7,203.73	739,374.35	49,533.78	147,635.02	24,868.85	109,561.01	1,412.59	181,680.97	8,611.06	21,923.47	-	74,359.77	3,113.26	3,406,892.82	47,192.90	96,213.88	5,937,457.79	190,026.43	6,127,484.22
	2022 YTD Actual	85,492.21	205,283.39	13,302.19	193,858.89	34,788.07	589,152.71	86,029.30	7,203.73	739,374.35	49,533.78	147,635.02	24,868.85	109,561.01	1,412.59	181,680.97	8,611.06	21,923.47	-	74,359.77	3,113.26	3,406,892.82	47,192.90	96,213.88	5,937,457.79	190,026.43	6,127,484.22
	2022 Budget	98,770.00	311,120.00	23,110.00	265,670.00	38,320.00	811,470.00	105,100.00	6,820.00	949,770.00	56,590.00	180,780.00	27,830.00	137,570.00	6,110.00	227,900.00	15,000.00	20,000.00	500.00	83,000.00	5,000.00	3,200,000.00	30,000.00	79,240.00			6,679,670.00
	% Used	86.56%	65.98%	57.56%	72.97%	90.78%	72.60%	81.85%	105.63%	77.85%	87.53%	81.67%	89.36%	79.64%	23.12%	79.72%	57.41%	109.62%	0.00%	89.59%	62.27%	106.47%	157.31%	121.42%			91.73%
	Budget Variance	13,277.79	105,836.61	9,807.81	71,811.11	3,531.93	222,317.29	19,070.70	(383.73)	210,395.65	7,056.22	33,144.98	2,961.15	28,008.99	4,697.41	46,219.03	6,388.94	(1,923.47)	500.00	8,640.23	1,886.74	(206,892.82)	(17,192.90)	(16,973.88)			552,185.78
	Subttl exp w/o EBT	85,492.21	128,648.40	13,302.19	52,700.94	30,195.57	481,214.24	86,029.30	1,046.50	696,628.19	49,533.78	143,782.52	24,868.85	109,561.01	1,412.59	26,867.85	-	-	-	12,422.05	6.76	-	-	96,213.88	1,919,560.59	120,366.24	2,039,926.83

DHS Expenses
Period Ending
12/31/2022



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Program Updates: Early Childhood Services

Action Requested:

Parties to the Agreement:

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

Summary:

HHS will provide an update on current Early Childhood services and data.

Fiscal Impact:

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 4/14/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 15

Agenda Date: 4/18/2023

Revised April 2015

Early Childhood Services
Gunnison County

- Joni Reynolds,
- Assistant County Manager,
- Health, Human, Safety and Juvenile Services

- Lana Athey,
- HHS Early Childhood Services Supervisor

- Margaret Wacker,
- HHS Community Health Manager

April 18, 2023

Gunnison Hinsdale Early Childhood Council Staff



Corrine Jaeger

Quality Improvement Coach and Navigator

Expanding Quality in Infant and Toddler Care Coach and Trainer



Kimberley McNamara

Early Childhood Resource Navigator



Mayte Burton

Early Childhood Outreach and Navigator



Kristen Peterson

Expanding Quality in Infant and Toddler Care Coach and Trainer

Thank you for your investments



Value of Quality Early Child Care is immeasurable

Gunnison and Hinsdale County Early Childhood Landscape

Children **Under 5** in Gunnison County
Census Data

2018 Young Child Population, under 5	2019 Young Child Population, under 5	2020 Young Child Population, under 5	2021 Young Child Population, under 5
808	793	774	766

Children **Under 5** in Hinsdale County
Census Data

2017 Young Child Population, under 5	2018 Young Child Population, under 5	2019 Young Child Population, under 5	2020 Young Child Population, under 5
29	38	37	52

Children **Under 6** with all parents in the labor force in Gunnison County
Source: Kids Count Data Center

Location	Data Type	2006 - 2010	2007 - 2011	2008 - 2012	2009 - 2013	2010 - 2014	2011 - 2015	2012 - 2016	2013 - 2017	2014 - 2018	2015 - 2019
Gunnison	Number	467	523	775	783	787	759	783	696	731	647
	Percent	53.2%	58.1%	75.8%	71.9%	82.8%	79.7%	83.4%	79.1%	78.7%	72.9%

Based on current enrollment numbers for 2023 it is estimated that only 55% of children 5 and under are currently accessing care.

Universal Preschool

- 138 families in Gunnison County have applied
- 5 families in Hinsdale County have applied

- The Council asked CDEC to honor locally decided kindergarten cut off dates. This was accepted and now ALL children entering 4 year old preschool in Gunnison and Hinsdale Counties will be eligible for UPK.
- We anticipate that every child whose family has applied will be able to access a slot.
- The first round of matching is currently taking place. Families will be notified of their match on April 26th.

2021 & 2022 Enrollment Numbers vs. Licensed Capacity

*Licensed capacity is typically higher than what a quality rated center can accommodate due to smaller teacher/child ratios with high quality ratings

	Enrollment 2021	Enrollment 2022	Licensed Capacity
Lake RE1J	75	78	84
Little Red	63	61	40
Paradise Place: (waitlist due to staff shortage)	38	42	54
Wonderland	21	55	67
Stepping Stones	64	60	76
Tenderfoot	98	90	147
6 Licensed Homes	36	42	6-9 @ each site
TOTAL	**398**	**428**	**507**

Waiting Lists

Licensed Program	2022 Waitlist Data	2023 Waitlist Data
Wonderland Nature School	32 infants, 10 toddlers, 17 prek	22 infants, 13 toddlers, 9 infants
Lake School	14 children	14 children
Tenderfoot Child and Family Development Center	28 infants, 30 toddlers, 31 prek	25 infants, 41 toddlers, 24 prek
Stepping Stones Children's Center	12 infants, 3 prek	10 infants, 11 toddlers, 21 prek
Little Red Schoolhouse	10 infants/toddlers, 8 prek	10 infants, 3 toddlers, 22 prek

Finding childcare for my kiddos when they were little was one of the **most stressful** things about having kids in this valley. We were on all the **waiting lists**. When my daughter was 8 weeks old and I had to go back to work there were no spots open for her. Finding quality care for infants was by far the most **challenging** for us."
-Parent Survey Response 2015

Early Childhood Workforce – The Workforce Behind the Workforce

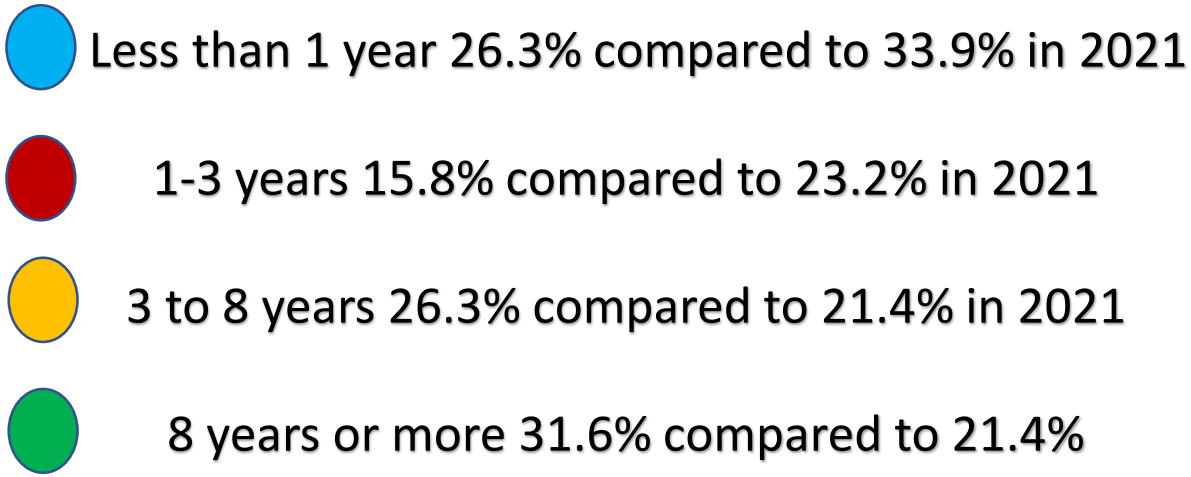
- In Gunnison County Center Directors have reported an average turnover rate of 35%

- Hinsdale County Early Childhood centers (Wee Care & Hinsdale County PreK) have experienced an 83% turnover rate since March of 2022.

Child care and ECE centers experience turnover at a rate of about 30 percent per year, **four** times higher than the turnover rate of elementary school teachers. (Bell Policy Center, 2021)

In Gunnison County the highest rates of turnover are experienced in center-based programs. Our school district program experiences the lowest rate of turnover.

Retention



Comparison of 2022 workforce survey data to 2021 workforce survey data you can see an increase in the number of early childhood teachers that have stayed in the field for 3 years or more.

Our Role as a Council

- **34 Early Childhood Councils (ECC) in Colorado**
- According to state legislation (HB 07-1062), Early Childhood Councils were established
- **"for the purpose of developing and ultimately implementing a comprehensive system of early childhood services to ensure the school readiness of children five years of age or younger in the community."**

- **Mandatory Stakeholders**
  - Early care and education – (Tenderfoot, Lake, Wonderland, Stepping Stones, Paradise Place, Little Red, 5 home providers, FFN Caregivers)
  - Family support and parent education services – (Nurse Family Partnership and Family Advocacy and Support Team)
  - Health care – (Public Health, local pediatricians, early intervention)
  - Local government – (HHS*, BOCC)
  - Parent of a child five (5) years of age or younger (CPP Parents and any others interested in joining the Council)
  - Mental health care – (Early Childhood Mental Health Consultants – Lucia)
  - Resource and referral agency (Health and Human Services, Hilltop)

  The Gunnison County Library, Lighthouse Pregnancy Center, Gunnison County Substance Abuse Prevention Project, Gunnison Chamber of Commerce, Gunnison County CSU Extension office, and Western Colorado University all work closely with the Council on different initiatives.
- ***HHS staff coordinate and facilitate ECC**

Focus Areas

- **Early Learning**
  - Increase access to learning experiences and environments that are high quality, developmentally appropriate and affordable.
- **Family Support and Parent Education**
  - Family knowledge and capacity support children's healthy development and learning
- **Health and Well-Being**
  - Parents will have increased access to quality child health and mental health services and programs through early identification, consultation, and treatment.
- **The Gunnison Hinsdale Early Childhood Council (GHECC) is going through a Strategic Planning process in 2023 to update and enhance our strategic plan for 2024-2027**.

Local Initiatives to Address Early Childhood Workforce Issues

Sick Leave Program

The GHECC has supported **78 teachers** with paid sick leave
from August 2020-March 2023
There is a $1,000 cap/teacher per year
TOTAL COST OF PROGRAM SO FAR: $60,178

Funding for this program has been provided by the Community Foundation of the Gunnison Valley COVID relief fund, the Town of Crested Butte, and the City of Gunnison.

*A large portion of the funding has come through 1 year grant opportunities
The Early Childhood Workforce Innovation Grant 2021-2022 - $25,850
CIRCLE Grant 2022-2023 - $15,000
(Neither of these grant opportunities will be available in the future)

Annually the Sick Leave Program costs on average **$28,000**

Early Childhood Educator EC Credential Stipend Program

Application will open again in November 2022 All EC educators in Gunnison County

Stipend program that provides a modest award to early childhood educators based on their Early Childhood Credential Level

In December of 2021

A total of $13,100 was awarded to 49 Teachers

- **8 teachers received a $100 Stipend**
- **13 teachers received a $200 stipend**
- **15 teachers received a $300 stipend**
- **13 teachers received a $400 stipend**

In December of 2022

A total of $21,700 was awarded to 43 Teachers

- **3 teachers received a $100 Stipend**
- **6 teachers received a $200 stipend**
- **4 teachers received a $300 stipend**
- **8 teachers received a $400 stipend**
- **6 teachers received a $600 stipend**
- **16 teachers received a $800 stipend**

In December 2022 31 teachers applied for the second year in a row and 12 teachers applied for the first time

COLORADO SHINES
START EARLY
START STRONG
QUALITY EARLY LEARNING

Early Childhood Food Boxes for Teachers

- Through a partnership with Mountain Roots the GHECC has been able to provide food boxes to **80+ early childhood teachers** and home providers on a monthly basis.
- A total of **478** food boxes have been deliver from October 2022-March 2023

A total of $29,344 has been spent on this project. Food boxes will continue to be delivered in April and May of 2023 until CIRCLE grant funding runs out.

$36,000 is allocated for the entire project with food boxes deliver from October 2022 through May 2023.

Annually we estimate that this program would cost around $60,000 annually to continue for at the current level of operation.



Photo from Gunnison Time March 1st , 2023

Reactions to Local Initiatives to Support the EC Workforce

*We feel **so grateful** for the food boxes. Our school is a small family childcare home and the boxes have impacted both children in my care and my own family. We really value the innovative thinking our Early Childhood Council has done to support teachers in this way. And on a community level Mountain Roots and our ECC are two of our community's most valuable organizations, so we love every opportunity to partner with them. We look forward each month to finding out what food treasures they have for us!*

- *Amanda Birdsong, Songbird Schoolhouse in Gunnison*

*I think the sick leave, stipend, and food boxes all help **tremendously**! Anything to make early childhood teachers feel **valued** by the community at large is **so important**. I have noticed with those things plus my added pay and benefits I am able to **retain teachers** more.*

- *Jessica Rutherford, Little Red Schoolhouse in CB South*

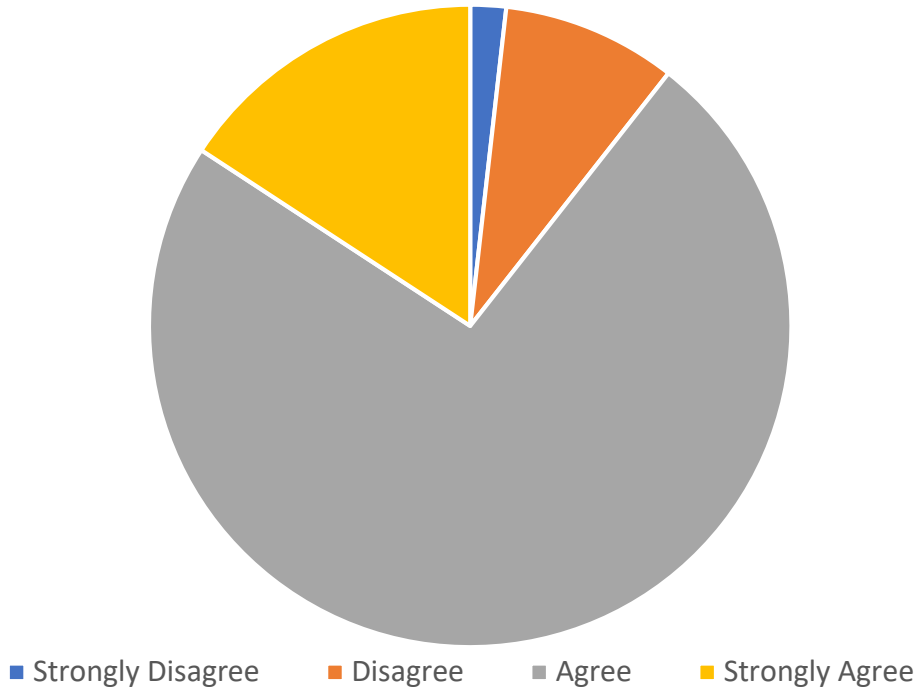
*The sick leave program helped to retain staff because they **did not miss out on pay**. The food boxes were a beautiful way to show **appreciation**.*

-Jessica Gorsuche, Wonderland Nature School in Gunnison

*Many staff have commented on **how helpful** it (food boxes) are since groceries are so expensive... it was especially awesome when we got eggs during the egg shortage!*

-Jennifer Kennedy, Lake School in Gunnison

I feel respected and appreciated as an early childhood professional by my community at large.



1.8% Strongly Disagree compared to 1.8% in 2021

8.8% Disagree compared to 17.9 % in 2021

73.7% Agree compared to 66.1% in 2021

15.8 % Strongly Agree compared to 14.3% in 2021

Comparison of 2021 and 2022 survey results revealed that many more early childhood teachers feel respected and appreciated by their community.

Family, Friend, and Neighbor Caregiver Initiative

Monthly Trainings covering a variety of topics including

- CPR
- Standard Precautions
- Safe Sleep
- Pyramid Model Positive Behavior Management Strategies
- Financial literacy – Taxes, Budgeting, Frugal Living Tips in partnership with Library
- Nurturing the Young Child Conference
- Gardening and Healthy Eating – in partnership with Mountain Roots
- One on one support as FFN caregivers considered working towards becoming a licensed provider.

*__This work has been done in partnership with DHHS Multicultural Resource Services__

All of the FFN caregivers that have engaged with this program are Spanish Speaking. Three of the individuals are VERY interested in becoming licensed providers, but have **not been able to find housing** that would allow for them to run a licensed home child care program.



Early Childhood Workforce Housing

- Town of Crested Butte has included Stepping Stones in their facilities plan
- Potential Stepping Stones expansion or new building, increasing infant and toddler childcare capacity and/or workforce housing
- Ouray/San Miguel Counties have developed affordable housing units designated for Family Childcare Home providers, including application process and support

Local Professional Development

- Annual Nurturing the Young Child Conference
- 60 early childhood professionals in attendance in 2023
- LENA Grow, new program





Programs for Families

- Diaper Program
  - Around 50 families each month are being served each month with diapers and supplies

    *currently we do not have funding to continue this program after May of this year, we are looking for funding opportunities to continue to support this much needed program.
- Tuition Assistance
  - $250-500 in tuition assistance for families facing hardships.

Local Funding

*This funding has helped to support the sick leave program, EC stipend program, our annual conference, and FFN caregiver outreach

- <u>2021 Funding</u>
- City of Gunnison $13,000
- Town of Crested Butte $4,000
- <u>2022 Funding</u>
- City of Gunnison $25,000
- Town of Crested Butte $22,000
- <u>2023 Funding</u>
- City of Gunnison $18,000
- Town of Crested Butte – GHECC will apply in Fall of 2023

Gunnison County and Gunnison County Department of Health and Human Services Strategic Plan Result Measurements for Early Childhood

Gunnison County Strategic Plan

C. PROMOTE PROSPEROUS, COLLABORATIVE AND HEALTHY COMMUNITIES

Strategic Results

1. **By December 31, 2024, Gunnison County will facilitate efforts in the valley to stabilize and increase early childhood education, child care and pre-K slots by:**
    a) Developing a strategic community plan to maximize current capacity at all licensed providers and expand capacity for infant and toddler care.
    b) Developing a Local Coordinating Organization (LCO) plan for universal preschool implementation.
    c) Outreach, education and support services to increase licensed home providers.

Gunnison County Health and Human Services Strategic Result

1. By 12/31/2028, children in the Gunnison valley will experience safe, healthy environments to grow into tomorrow's leaders, including affordable, quality childcare when needed, as evidenced by:

a. The Department will facilitate data-informed discussions in the community regarding childcare and childcare workers in the valley.

b. Community decisions regarding childcare and childcare workers will be informed by accurate data and facilitated to discuss solutions.

Gunnison County Support

- Gunnison County Strategic plan focus on Early Childhood
  - Historical support for both Stepping Stones and Tenderfoot Child Development Center for building financing and Board level participation
  - Allocation of COVID 19 Protect Our Neighbor funding to childcare providers in 2020
  - Direct support for creation of new Wonderland School in partnership with GVH for new enrollment slots for infants and toddlers in quality early childhood education
  - Annual support for HHS leadership/staffing and administrative/grant management support to lead, coordinate and facilitate the Gunnison Hinsdale Early Childhood Council (GHECC), Colorado Child Care Assistance Program (CCCAP) and other Early Childhood initiatives
  - HHS as the newly State designated Local Coordinating Agency for UPK programs

- We ask that Gunnison County **elevate** families – specifically families with **young children** in policy decisions around housing and other supportive services.

- The Council hopes that Gunnison County can be a community that families can easily raise their children in from **infancy to adulthood**.

Future Policy Opportunity

Identify and implement a new dedicated funding source to support initiatives that have a positive impact on the early childhood system, specifically initiative that support:

- **the early childhood workforce AND families'** ability to access to early childhood education

Discussion

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-1848; Sapinero Villag

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Sapinero Village new license was approved on the 3-7-2023 BOCC meeting. Needing a BOCC signature for the new license.

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 4/6/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/12/2023

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

Agenda Date: 4/18/2023

Revised April 2015

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 #03-18448
to sell/serve malt, vinous, spirituous liquor for (off the)-premises consumption in the County of Gunnison, Colorado.

SAPINERO VILLAGE INC DBA SAPINERO VILLAGE
16020 HIGHWAY 50
GUNNISON, COLORADO 81230

Fee $100.00

Effective Dates: 04.04.2023 – 04.04.2024

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 4-5-2023

Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

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

SAPINERO VILLAGE INC
dba SAPINERO VILLAGE
16020 US HIGHWAY 50
Gunnison CO 81230

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-18448	**April 04, 2024**
License Type: **LIQUOR STORE (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

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

In testimony whereof, I have hereunto set my hand. 4/5/2023 LC

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

DR 8404 (12/29/21)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Colorado Liquor Retail License Application

received 2-3-2023

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

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

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

2. Applicant if an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation	FEIN Number
Sapinero Village, Inc	86-1988211

2a. Trade Name of Establishment (DBA)	State Sales Tax Number	Business Telephone
Sapinero Village	94906827-0000	970-641-3949

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
16020 US Hwy 50

City	County	State	ZIP Code
Gunnison,	Gunnison	Co	81230

4. Mailing Address (Number and Street)	City or Town	State	ZIP Code
16020 US Hwy 50	Gunnison	Co	81230

5. Email Address
SapineroVillage@gmail.com

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

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
Sapinero Village	94906827-0000	Liquor Store	

Section A — Nonrefundable Application Fees*

- ☐ Application Fee for New License $1,100.00
- ☒ Application Fee for New License w/Concurrent Review $1,200.00
- ☐ Application Fee for Transfer $1,100.00

Section B — Liquor License Fees*

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

Section B (Cont.) — Liquor License Fees*

- ☐ Liquor–Licensed Drugstore (County) $312.50
- ☐ Lodging & Entertainment - L&E (City) $500.00
- ☐ Lodging & Entertainment - L&E (County) $500.00
- ☐ Manager Registration - H & R $75.00
- ☐ Manager Registration - Tavern $75.00
- ☐ Manager Registration - Lodging & Entertainment $75.00
- ☐ Manager Registration - Campus Liquor Complex $75.00
- ☐ Optional Premises License (City) $500.00
- ☐ Optional Premises License (County) $500.00
- ☐ Racetrack License (City) $500.00
- ☐ Racetrack License (County) $500.00
- ☐ Resort Complex License (City) $500.00
- ☐ Resort Complex License (County) $500.00
- ☐ Related Facility - Campus Liquor Complex (City) $160.00
- ☐ Related Facility - Campus Liquor Complex (County) $160.00
- ☐ Related Facility - Campus Liquor Complex (State) $160.00
- ☐ Retail Gaming Tavern License (City) $500.00
- ☐ Retail Gaming Tavern License (County) $500.00
- ☐ Retail Liquor Store License–Additional (City) $227.50
- ☐ Retail Liquor Store License–Additional (County) $312.50
- ☐ Retail Liquor Store (City) $227.50
- ☒ Retail Liquor Store (County) $312.50
- ☐ Tavern License (City) $500.00
- ☐ Tavern License (County) $500.00
- ☐ Vintners Restaurant License (City) $750.00
- ☐ Vintners Restaurant License (County) $750.00

*** Note that the Division will not accept cash**

Questions? Visit: *SBG.Colorado.gov/Liquor* **for more information**

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

Liability Information

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

DR 8404 (12/29/21)

Name	Type of License	Account Number
Kendal Tatum Rota		

		Yes	No
7.	Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	☐	☒
8.	Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
	a. Been denied an alcohol beverage license?	☐	☒
	b. Had an alcohol beverage license suspended or revoked?	☐	☒
	c. Had interest in another entity that had an alcohol beverage license suspended or revoked?	☐	☒
	If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9.	Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. _____	☐	☒
10.	Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?	☐	☒
		or	
	Waiver by local ordinance?	☐	☐
	Other: _____		
11.	Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? **NOTE**: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☒
12.	Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? **NOTE**: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☒
13	a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?	☐	☐
13	b. Are you a Colorado resident?	☒	☐
14.	Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.	☐	☒
15.	Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement?	☒	☐
	☒ Ownership ☐ Lease ☐ Other (Explain in Detail) _____		
	a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:		

Landlord	Tenant	Expires

	b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.	☐	☐
	c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".		
16.	Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.		

Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

17.	Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?	☐	☐
	Number of additional Optional Premise areas requested. (See license fee chart)		
18.	For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.		
19.	Liquor Licensed Drugstore (LLDS) applicants, answer the following:		
	a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? **If "yes" a copy of license must be attached.**	☐	☐

DR 8404 (12/29/21)

Name	Type of License	Account Number

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation**

	Yes	No
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?	☐	☐
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?	☐	☐
c. How long has the club been incorporated?		
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?	☐	☐

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)	☐	☐

22. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education?	☐	☐
b. Is the applicant a person who contracts with the institution of higher education to provide food services? **If "yes" please provide a copy of the contract with the institution of higher education to provide food services.**	☐	☐

23. For all on-premises applicants.

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

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

Last Name of Manager	First Name of Manager

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

Yes	No
☐	☐

25. Related Facility - Campus Liquor Complex applicants answer the following:

a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.	☐	☐

b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager

26. Tax Information.

	Yes	No
a. 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?	☐	☒
b. 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.?	☐	☒

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

Name	Home Address, City & State	DOB	Position	%Owned
Joseph D. Rota	16020 US Hwy 50 Gunnison, CO 81230	8/13/80	owner	50
Kendal Tatum Rota	16020 US Hwy 50 Gunnison CO 81230	3/11/74	owner	50
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (include ownership percentage if applicable)
** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

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

DR 8404 (12/29/21)

Name	Type of License	Account Number
Kendal Tatum Rota		

Oath Of Applicant

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

Authorized Signature	Printed Name and Title	Date
Kendal Rota	Kendal Rota	1/10/2023

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

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)
2-3-2023	March 7, 2023

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

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

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

(Check One)

- [X] Date of inspection or anticipated date 2-24-2023
- [ ] Will conduct inspection upon approval of state licensing authority

	Yes	No
[ ] Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?	[ ]	[X]
[ ] Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?	[ ]	[X]
[ ] Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	[ ]	[ ]

NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

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

Local Licensing Authority for	Telephone Number		
Gunnison County	970-641-7641	[ ] Town, City [X] County	
Signature	**Print**	**Title**	**Date**
Kathy Simillion	Kathy Simillion	County Clerk	2-27-2023
Signature	**Print**	**Title**	**Date**
	Jonathan Houck	Chair, Board of County Commissioners	3-1-2023

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-01378; Elk Creek Mari

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Liquor License renewal for Elk Creek Marina LLC dba Pappy's Restaurant

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 4/7/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 4/7/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/12/2023

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

Agenda Date: 4/18/2023

Revised April 2015

Gunnison County
COLORADO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-01378
to sell/serve malt, vinous, spirituous liquor for (on the)-premises consumption in the County of Gunnison, Colorado.

ELK CREEK MARINA LLC DBA PAPPY'S RESTAURANT
24830 HIGHWAY 50
GUNNISON, COLORADO 81230

Fee $100.00

Effective Dates: 06.03.2023 – 06.03.2024

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 4-6-2023

Gunnison County Clerk Date
Kathy Simillion

Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

ELK CREEK MARINA LLC
dba PAPPY'S RESTAURANT
24830 US 50
Gunnison CO 81230

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-01378	**June 03, 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. 4/6/2023 YHK

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

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

Submit to Local Licensing Authority

PAPPY'S RESTAURANT
103 W TOMICHI AVE
Gunnison CO 81230

MAR 28 2023

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	$

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 ELK CREEK MARINA LLC		Doing Business As Name (DBA) PAPPY'S RESTAURANT	
Liquor License # 03-01378	License Type Hotel & Restaurant (county)		
Sales Tax License Number 30256337	Expiration Date 06/03/2023	Due Date 04/19/2023	
Business Address 24830 US 50 Gunnison CO 81230			Phone Number 9706424521
Mailing Address 103 W TOMICHI AVE Gunnison CO 81230		Email cloken@whrus.com	
Operating Manager Eric Loken	Date of Birth 4/8/1978	Home Address 702 Andrew Lane Gunnison, Co 81230	Phone Number 970-275-8110

1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
   Are the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease 2025

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

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

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

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

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

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

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

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

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

Elk Creek Marina 04-00107 Pappy's 03-01378 Lake Fork Marina 04-00106

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
Eric Loken	President
Signature	Date
	3/27/23

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		3-28-2023
Signature	Title	Attest
Patty Simmons	County Clerk	L Jordan

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Fermented Malt Beverage and Wine Alcohol Beverage

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Liquor license renewals for: 1) Elk Creek Marina LLC dba Elk Creek Marina, and; 2) for Elk Creek Marina LLC dba Lake Fork Marina

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 4/7/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 4/7/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/12/2023

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

Agenda Date: 4/18/2023

Revised April 2015

Gunnison County
COLORADO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

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

FERMENTED MALT BEVERAGE AND WINE

ALCOHOL BEVERAGE LICENSE #04-00107
to sell/Malt Beverage and Wine for off the premises
consumption in the County of Gunnison, Colorado.

ELK CREEK MARINA LLC DBA ELK CREEK MARINA
24830 HIGHWAY 50
GUNNISON, COLORADO 81230

Fee $100.00

Effective Dates: 06.03.2023 – 06.03.2024

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 4-6-2023

Gunnison County Clerk Date
Kathy Simillion

Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

ELK CREEK MARINA LLC
dba ELK CREEK MARINA
24830 US 50
Gunnison CO 81230

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
04-00107	**June 03, 2024**

License Type
FERMENTED MALT BEVERAGE AND WINE(COUNTY)

Authorized Beverages
FERMENTED MALT BEVERAGE AND WINE

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. 4/6/2023 YHK

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

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

Submit to Local Licensing Authority

ELK CREEK MARINA
103 W TOMICHI AVE
Gunnison CO 81230

MAR 2 8 2023

Fees Due	
Renewal Fee	167.50
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$

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	Doing Business As Name (DBA)		
ELK CREEK MARINA LLC	ELK CREEK MARINA		
Liquor License # 04-00107	License Type Fermented Malt Beverage Off (county)		
Sales Tax License Number 30256337	Expiration Date 06/03/2023	Due Date 04/19/2023	
Business Address 24830 US 50 Gunnison CO 81230			Phone Number 9706424521
Mailing Address 103 W TOMICHI AVE Gunnison CO 81230		Email cloken@whrns.com	
Operating Manager Eric Loken	Date of Birth 4/8/1978	Home Address 702 Andrew Ln. Gunnison, CO 81230	Phone Number 970-275-8110

1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
   Are the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease 2025

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

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

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

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

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

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

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

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

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

Elk Creek Marina 04-00107 Pappy's 03-01378 Lake Fork Marina 04-00106

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
Eric Loken	President
Signature	Date
	3/27/23

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		3-28-2023
Signature	Title	Attest
Kathy Semilion	County Clerk	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Fermented Malt Beverage and Wine Alcohol Beverage

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Liquor license renewals for: 1) Elk Creek Marina LLC dba Elk Creek Marina, and; 2) for Elk Creek Marina LLC dba Lake Fork Marina

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 4/7/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 4/7/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/12/2023

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

Agenda Date: 4/18/2023

Revised April 2015

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET

GUNNISON, COLORADO 81230

FERMENTED MALT BEVERAGE AND WINE

ALCOHOL BEVERAGE LICENSE #04-00106

to sell/serve Fermented Malt Beverage and Wine for (off the)-premises consumption in the County of Gunnison, Colorado.

ELK CREEK MARINA LLC DBA LAKE FORK MARINA

1677 HIGHWAY 92

GUNNISON, COLORADO 81230

Fee $100.00

Effective Dates: 06.03.2023 – 06.03.2024

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 4-6-2023

Gunnison County Clerk Date

Kathy Simillion

Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

ELK CREEK MARINA LLC
dba LAKE FORK MARINA
1677 HIGHWAY 92
Gunnison CO 81230

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
04-00106	**June 03, 2024**

License Type
FERMENTED MALT BEVERAGE AND WINE(COUNTY)

Authorized Beverages
FERMENTED MALT BEVERAGE AND WINE

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. 4/6/2023 YHK

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

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

Submit to Local Licensing Authority

MAR 28 2023

LAKE FORK MARINA
103 W TOMICHI AVE
Gunnison CO 81230

Fees Due	
Renewal Fee	167.50
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$

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 ELK CREEK MARINA LLC		Doing Business As Name (DBA) LAKE FORK MARINA	
Liquor License # 04-00106	License Type Fermented Malt Beverage Off (county)		
Sales Tax License Number 30256337	Expiration Date 06/03/2023	Due Date 04/19/2023	
Business Address 1677 HIGHWAY 92 Gunnison CO 81230			Phone Number 9706424521
Mailing Address 103 W TOMICHI AVE Gunnison CO 81230		Email cloken@whrus.com	
Operating Manager Eric LoKen	Date of Birth 4/8/1978	Home Address 702 Andrew Lane Gunnison, CO 81230	Phone Number 970-275-8110

1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
   Are the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease 2025

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

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

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

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

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

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

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

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

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

Elk Creek Marina 04-00107 Pappy's 03-01378 Lake Fork Marina 04-00106

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
Eric Loken	President
Signature	Date
	3/27/23

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		3-28-2023
Signature	Title	Attest
Kathy Semmens	County Clerk	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Fermented Malt Beverage Alcohol Beverage License #

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Liquor License Renewal for Three Rivers Resort Inc dba Three Rivers Resort

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 4/13/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 4/13/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/13/2023

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

Agenda Date: 4/18/2023

Revised April 2015

Gunnison County
COLORADO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

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

FERMENTED MALT BEVERAGE

ALCOHOL BEVERAGE LICENSE #05-23848-0002
to sell/Fermented Malt Beverage and Wine for on/off premises consumption in the County of Gunnison, Colorado.

THREE RIVERS RESORT INC DBA THREE RIVERS RESORT
130 COUNTY ROAD 742 BLD B
ALMONT, COLORADO 81210

Fee $100.00

Effective Dates: 06.21.23 – 06.21.2024

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 4-13-2023

Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

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

THREE RIVERS RESORT INC
dba THREE RIVERS RESORT
130 COUNTY RD 742 BLD B
Almont CO 81210-9604

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
05-23848-0002	**June 21, 2024**
License Type: **FERMENTED MALT BEVERAGE ON/OFF (COUNTY)**	
Authorized Beverages: **FERMENTED MALT BEVERAGE AND WINE**	

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. 4/13/2023 YHK

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

DR 8400 (02/22/23)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

THREE RIVERS RESORT
PO BOX 339
Almont CO 81210-0339

MAR 30 2023

Fees Due	
Renewal Fee	167.50
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$ 167.50

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

Colorado Beer and Wine License Renewal Application

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

Licensee Name THREE RIVERS RESORT INC		Doing Business As Name (DBA) THREE RIVERS RESORT	
Liquor License # 05-23848-0002	License Type Fermented Malt Beverage On/Off (county)		
Sales Tax License Number 05238480002	Expiration Date 06/21/2023	Due Date 05/07/2023	
Business Address 130 COUNTY RD 742 BLD B Almont CO 81210-9604			Phone Number 9706411303
Mailing Address PO BOX 339 Almont CO 81210-0339		Email office@3riversresort.com	
Operating Manager Mark Schumacher	Date of Birth 3-4-53	Home Address 85 George Bailey, Almont Co 81210	Phone Number 970-641-0207

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

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

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

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

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

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

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

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

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

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☒ Yes ☐ No Three Rivers Smokehouse Lic.# 0306291

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
Mark Schumacher	Pres. / Owner
Signature	**Date**
[signature]	3-29-23

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		3-30-2023
Signature	**Title**	**Attest**
Kathy Simdicos	County Clerk	[signature]

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado Liquor Sales Room License #03-07474; Buck

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

State approved Wine tasting license for Buckel Family Wine LLC dba Buckel Family Wine.

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 4/13/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 4/13/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/13/2023

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

Agenda Date: 4/18/2023

Revised April 2015

DR 8057 (03/22/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO Box 17087
Denver, CO 80217-0087
Fax (303) 866-2428
Phone (303) 205-2300

Application for Colorado Liquor Sales Room

Regulation 47-428, 1 C.C.R. 203-2

☐ Malt Liquor	☒ Limited Winery	☐ Winery	☐ Distillery	☐ Temporary (3 days or less)	☒ Permanent

1. Name of Applicant exactly as it appears on your current Colorado Liquor License.
Buckel Family Wine LLC

2. Trade Name of Applicant
Buckel Family Wine

3. State Sales Tax No.	Applicant Liquor License No.
30610814	03-07474

4. Business Address of Applicant (Number and Street)	City	State	ZIP
1018 Highway 135 Unit B	Gunnison	CO	81230

5. Mailing Address (Number and Street)	City	State	ZIP
PO Box 3146	Crested Butte	CO	81224

6. Phone Number	7. Email Address
970-349-2071	sales@buckelfamilywine.com

8. Sales Room Location (Full Address)	9. Dates of Events: From Date: 6/1/2023 Time: 2 ☐ AM ☒ PM To Date: 5/31/2024 Time: 9 ☐ AM ☒ PM
Crested Butte's Personal Chefs 241 Gillaspey Ave Crest	

10. Rights to Premises Granted by: (attach a copy of the Premises Use Authorization letter or lease if not previously submitted)
Crested Butte's Personal Chefs

11. Renting/Leasing % Basis	12. If Yes, List % and Interested Party. Use Additional Sheet if Necessary.
☐ Yes ☒ No	

13. Alcohol will be sold (check all that apply)
☒ For on-premises consumption (if selected, please file this application with the Local Licensing Authority and the State Licensing Authority)
☒ For off-premises consumption

14. The Sales Room Applicant affirms they have complied with local zoning restrictions?
☒ Yes ☐ No

15. Additional Required Documents
☒ Attach an outlined diagram of proposed premises
☒ Attach a copy of the premises control plan describing how the premises will be controlled to ensure compliance with liquor code and rules. It must include restricting sales to minors and visibly intoxicated persons and insuring that customers cannot leave the premises with an open container of alcohol.
☒ Attach a copy of any contracts and/or operating agreements pertaining to the sales room.

Local Licensing Authority Name	Date Application Copy Submitted to Local Licensing Authority
Gunnison County	4/12/2023

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

Applicant Signature	Title	Date
Sam B	Team Manager	4/12/2023

Notice to Local Licensing Authority

This application for a Sales Room will be granted to the above name applicant unless any of the below listed conditions apply. If any of these conditions apply please contact the State Licensing Authority immediately.

☐ Issuance of this permit would impact traffic, noise, or other neighborhood concerns in a manner that is inconsistent with local regulations or ordinances.

☐ If granted this permit would result in violations of the Colorado liquor code or the laws of the local government. (specify)

☐ Issuance of this permit would violate local zoning laws.

For events lasting three consecutive days or less, the Local Licensing Authority has **ten (10) business days** to submit its determination to the State Licensing Authority.

For events lasting four or more consecutive days, the Local Licensing Authority has **forty-five (45) days** to submit its determination to the State Licensing Authority.

Local Licensing Authorities can send the approval via mail or email to dor_liqlicensing@state.co.us

If the Local Licensing Authority does not submit a response or determination within the time specified, the State Licensing Authority shall deem that the Local Licensing Authority has determined that the proposed sales room will not impact traffic, noise, or other neighborhood concerns in a manner that is inconsistent with local regulations or ordinances or that the applicant will sufficiently mitigate any impacts identified by the Local Licensing Authority.

Licensing Authority Signature	Local Licensing Authority Contact Name	Phone Number
☐ Object ☐ Do Not Object		

If the Local Licensing Authority objects to the sales room, provide a separate page with details of the objection.

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

Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

Name (Individual/Business)		Social Security Number/Tax Identification Number	
Buckel Family Wine		26-3512826	
Address			
1018 Highway 135 Unit B			
City	State	Zip	
Gunnison	CO	81230	
Home Phone Number	Business/Work Phone Number		
970-349-2071	970-349-2071		
Printed name of person signing on behalf of the Applicant/Licensee			
Shamai Buckel			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)		Date signed	
ShamB		7/6/23	

Privacy Act Statement

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

crested butte's personal chefs
PO Box 2485
Crested Butte, CO 81224
Phone 970-251-5289

Buckel Family Wine - Operating Agreement

Yum Holdings (owner) of 241 Gillaspey Ave, gives permission to Buckel Family Wine to operate a Winery Sales Room out of the Unit C3 at 241 Gillaspey Ave in Crested Butte.

This agreement is valid from June 1st 2023 until May 31st 2024. After this agreement expires, all terms and conditions of this agreement will apply on a month to month basis or until a new agreement is signed.

Dana Zobs Owner, YUM Holdings

Signature, Owner YUM Holdings

4/12/2023 Date

Shamai Buckel Owner, Buckel Family Wine

crested butte's personal chefs
PO Box 2485
Crested Butte, CO 81224
Phone 970-251-5289

Signature, Buckel Family Wine

4/12/2023 Date

info@crestedbuttechefs.com
www.crestedbuttespersonalchefs.com
We proudly support 1% for open space

Alcohol Management Plan

Licensee name - Buckel Family Wine, LLC	Trading name - Buckel Family Wine	Licence number 4707474

- This plan is to be used as an operational **risk management** tool for dealing with alcohol related concerns and is regularly reviewed and updated.
- **This plan is to be followed by all staff and security while the premises is operating under an alcohol license.** A copy will be maintained and be available to all staff at all times for reference.
- **This plan forms part of our Host Responsibility training.** All staff are aware of alcohol, resource and noise management requirements for the premises.
- It is our job to ensure the best result from any situation while maximizing safety of staff and customers and maintaining amenity and good order.
- Every individual is a (potential) guest and must be treated so.

Things to consider

- **What aspects of intoxication/minors/customer behavior etc. pose a risk? e.g. excessive consumption; drink spiking; removal from premises, etc.**
- **What actions will be taken before, during and after an event to mitigate risk?**
- **How and where will you record an incident? Are there any other relevant documents e.g. a resource consent?**

Intoxication

Identified risk	Risk level (LOW, MEDIUM or HIGH)	Risk management actions	Persons responsible	Resources / recording / outcomes
person intoxicated wanting tasting of wine	Low	Assess potential client, erratic behavior, speech difficulty, smell of alcohol	Business/Tasting room representative	Notebook available to record any incidents, Identify resources ie EMS, security, Crested Butte Police
person intoxicated wanting to purchase a bottle of wine	Low	Assess potential client, erratic behavior, speech difficulty, smell of alcohol	Business/Tasting room representative	Notebook available to record any incidents, Identify resources ie EMS, security, Crested Butte Police

Minors

Identified risk	Risk level (LOW, MEDIUM or HIGH)	Risk management actions	Persons responsible	Resources / recording / outcomes
Minor trying to taste or purchase Alcohol	Medium	Check ID of anyone that looks under 30, and anyone in group that looks under 30.	Business/Tasting Room Representative	Drivers License resource to help with fake ID's, Notebook

Adults sharing alcohol with children	Low	Monitor all adults, communicate all appropriate laws and rules	Business/Tasting Room Representative	Notebook, Communication

Customer behavior

Identified risk	Risk level (LOW, MEDIUM or HIGH)	Risk management actions	Persons responsible	Resources / recording / outcomes
Aggressive behavior	Low	Polite denial of tasting and bottle purchase	Business/Tasting Room Representative	Identify Security, Crested Butte Police. Notebook
Intoxicated behavior	Low	Polite denial of tasting and bottle purchase	Business/Tasting Room Representative	Identify Security, Crested Butte Police. Notebook
repeat sampling	Medium	identify tasters, only one sample flight per person.	Business/Tasting Room Representative	Identify Security, Crested Butte Police. Notebook
Odd behavior in regards to a potential theft.	Low	Keep all sealed container secure and all sample containers in view. minimize access points to premise.	Business/Tasting Room Representative	Identify Security, Crested Butte Police. Notebook
Removal of sample from premise	Medium	do not have too many customers/ samplers at any given time	Business/Tasting Room Representative	Identify Security, Crested Butte Police. Notebook

Premises management

Identified risk	Risk level (LOW, MEDIUM or HIGH)	Risk management actions	Persons responsible	Resources / recording / outcomes
Security of alcohol, cases - in locked area	Low	Ability to secure any alcohol not in clear view. Keep all samples and sealed containers in Premise and in clear view.	Business/Tasting Room Representative	Notebook, training
Security of alcohol, open sample bottles on table in clear view of business/tasting room representative in designated sales area. All open or sealed bottles will be put in secure area if for any reason the business or tasting representatives leave the area.	Low	Ability to secure any alcohol not in clear view. Keep all samples and sealed containers in Premise and in clear view.	Business/Tasting Room Representative	Notebook, training

Access to sampling area and purchase area will only be from one side of tent. Marked clearly	Low	Allow time for proper set up of premise and help direct customers verbally.	Business/Tasting Room Representative	Notebook, training
Samples will only be consumed in designated area, and sales in designated area	Low	Clearly marked boundary of premise, which will be the exact size of the tent. Make sure to create enough space for people to sample wine in designated area. Limit the number of people sampling at one time, communication with customer	Business/Tasting Room Representative	Notebook, training

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

April 18 – May 31, 2023

(as of 4/14/2023)

Board of County Commissioners

1. **BOCC Regular Meeting**
   April 18, 2023, All Day @ BOCC Boardroom
   More Details
2. **BOCC Work Session**
   April 25, 2023, All Day @ BOCC Boardroom
   More Details
3. **BOCC Regular Meeting**
   May 2, 2023, All Day @ BOCC Boardroom
   More Details
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   May 2, 2023, All Day @ BOCC Boardroom
   More Details
4. **Mayors & Managers Meeting - Hosted by Town of Crested Butte**
   May 4, 2023, 12:00 PM - 1:30 PM
   More Details
5. **BOCC Work Session**
   May 9, 2023, All Day @ BOCC Boardroom
   More Details
6. **BOCC Regular Meeting**
   May 16, 2023, All Day @ BOCC Boardroom
   More Details
7. **Joint Public Hearing (cont'd): Gunnison County Board of County Commissioners and the Gunnison County Planning Commission**
   May 18, 2023, 9:00 AM @ BOCC Boardroom
   Cont'd Joint Public Hearing (moved from April 6th) starts at 9 am - Gregory Six Lot Subdivision
   More Details
8. **BOCC Work Session**
   May 23, 2023, All Day @ BOCC Boardroom
   More Details

Gunnison County Organization

1. **Holiday - Memorial Day - Offices Closed**
   May 29, 2023, All Day
   More Details

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   April 18, 2023, All Day @ BOCC Board Room
   More Details

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

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Gunnison-Hinsdale Board of Human Services

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   More Details

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   April 18, 2023, All Day @ BOCC Board Room
   More Details

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

April 18 – May 31, 2023

(as of 4/14/2023)

Board of County Commissioners

1. **BOCC Regular Meeting**
   April 18, 2023, All Day @ BOCC Boardroom
   More Details
2. **BOCC Work Session**
   April 25, 2023, All Day @ BOCC Boardroom
   More Details
3. **BOCC Regular Meeting**
   May 2, 2023, All Day @ BOCC Boardroom
   More Details
1. **BOCC Regular Meeting**
   April 18, 2023, All Day @ BOCC Boardroom
   More Details
2. **BOCC Work Session**
   April 25, 2023, All Day @ BOCC Boardroom
   More Details
3. **BOCC Regular Meeting**
   May 2, 2023, All Day @ BOCC Boardroom
   More Details
4. **Mayors & Managers Meeting - Hosted by Town of Crested Butte**
   May 4, 2023, 12:00 PM - 1:30 PM
   More Details
5. **BOCC Work Session**
   May 9, 2023, All Day @ BOCC Boardroom
   More Details
6. **BOCC Regular Meeting**
   May 16, 2023, All Day @ BOCC Boardroom
   More Details
7. **Joint Public Hearing (cont'd): Gunnison County Board of County Commissioners and the Gunnison County Planning Commission**
   May 18, 2023, 9:00 AM @ BOCC Boardroom
   Cont'd Joint Public Hearing (moved from April 6th) starts at 9 am - Gregory Six Lot Subdivision
   More Details
8. **BOCC Work Session**
   May 23, 2023, All Day @ BOCC Boardroom
   More Details

Gunnison County Organization

1. **Holiday - Memorial Day - Offices Closed**
   May 29, 2023, All Day
   More Details

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   April 18, 2023, All Day @ BOCC Board Room
   More Details

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes: March 7, 2023 Regular Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

For your review, a draft of the March 7, 2023 regular 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:
Legally sufficient. SO 4/14/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 4/14/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/14/2023

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

Agenda Date: 4/18/2023

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
March 7, 2023

The March 7, 2023 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	John Cattles, Acting County Manager
Liz Smith, Vice-Chairperson	Melanie Bollig, Deputy County Clerk
Laura Puckett Daniels, Commissioner	Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

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

BREAK: The meeting recessed from 8:30 am until 8:34 am in order to hold the below Public Hearing.

PUBLIC HEARING; COLORADO LIQUOR RETAIL LICENSE APPLICATION; SAPINERO VILLAGE, INC., DBA SAPINERO VILLAGE: County Clerk and Recorder Kathy Simillion was present for discussion and to answer any questions the Board might have.

1. Open Public Hearing. Chairperson Houck opened the Public Hearing at 8:30.
2. Public Notice Confirmation. Clerk Kathy Simillion confirmed that the Public Hearing had been properly public noticed.
3. Identify Ex Parte Communications. No ex parte communication had been received.
4. Staff Presentation. Commissioner Houck confirmed that all the necessary requirements had been followed by staff, the application has been made, and they were now to hear any testimony regarding the license.
5. Applicant Presentation. Applicant for the Sapinero Village Liquor Retail License, Joe Rota, was present remotely via Zoom. He stated that he had nothing to add, only that they were wishing to add a small boutique liquor place for the Blue Mesa Reservoir guests and residents.
6. Board Questions. The Board had no questions.
7. Public Comments. Chairperson Houck opened the hearing for public comments at 8:33. He confirmed that there had been no public comments by mail or email, and that there was no one present remotely via Zoom or in the room for public comment.
8. Acknowledge Correspondence Received. No additional correspondence was identified.
9. Applicant Response. N/A
10. Close Public Hearing. Chairperson Houck closed the Public Hearing at 8:34 and immediately reconvened the meeting of the Gunnison County Local Liquor Licensing Authority.

Commissioner Houck asked Clerk Kathy Simillion, for the benefit of those present, what the next step would be in the process. She briefly outlined that process and stated that the final step was to send the signed license back to the Board for the chair to sign.

ADJOURN: Chairperson Houck adjourned the meeting of the Local Liquor Licensing Authority at 8:36 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

CALL TO ORDER: Chairperson Houck called the work session to order at 8:36 am, in order to hold one Boards and Commissions interview with applicant Jim Johnson, for the Gunnison Watershed Weed Commission.

ADJOURN: Chairperson Houck adjourned the Gunnison County Board of County Commissioners Work Session at 8:53 am.

BREAK: Chairperson Houck recessed the meeting from 8:53 am until 9:00 am, in order to begin the Board of County Commissioners regular meeting at its scheduled time.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 9:00 am.

AGENDA REVIEW: No changes were needed to the agenda.

SCHEDULING: Chairperson Houck stated that, as next week was Gunnison schools' Spring break, both he and Commissioner Smith had plans and would be gone at least part of the week. Acting County Manager John Cattles affirmed that there was only one item scheduled for next week's work session, which could be moved to the work session after. Commissioner Houck then noted for the record that the work session

scheduled for the next Tuesday, March 14th was canceled; their regular meeting schedule would then resume on March 21st. He reminded the other commissioners that the 21st would be a full day of meetings for them.

MINUTES: **Moved** by Commissioner Smith to approve the minutes for January 10, 2023 and January 24, 2023, as amended (see changes below under each date). Seconded by Commissioner Puckett Daniels. Motion carried unanimously.

1. **January 10, 2023 Regular Meeting**. Commissioner Smith noted a change on the top of page 4, second line – change "Sabbat" to "Sabbato." Commissioner Puckett Daniels noted a change needed at the top of page 3 under "2023 Board of County Commissioners Meeting Agenda Posting Locations" – change "bulleting" to "bulletin."
2. **January 24, 2023 Regular Meeting**. Commissioner Puckett Daniels noted a change needed on page 3 in the "Regular-Cycle Search Discussion," under Item #2 Environmental Health Board – change pronoun for Shea Earley from "she" to "he."

CONSENT AGENDA: Commissioner Smith requested that Consent Item #11, "Approval for Aspen Valley Land Trust Letter of Support to Great Outdoors Colorado (GOCO" be pulled for further discussion.

Commissioner Houck **moved** to approve the consent agenda with the exception of Item #11. Commissioner Puckett Daniels seconded. Motion carried unanimously.

1. Acceptance of Appointments; Gunnison County Metropolitan Recreation District representative Derrick Nehrenberg to the Sustainable Tourism and Outdoor Recreation (STOR) Committee
2. Acceptance of Appointments; Western Colorado University representative Dr. Jennifer DeBoer to the Sustainable Tourism and Outdoor Recreation (STOR) Committee
3. Acceptance of Appointments; Upper Gunnison River Water Conservancy District representative Sonja Chavez to the Sustainable Tourism and Outdoor Recreation (STOR) Committee
4. Approval for Colorado Department of Early Childhood Intergovernmental Contract Amendment #5; Gunnison County Health and Human services; 7/01/2020 – 6/30/2023; for budget revision only, no funding change
5. Approval for Colorado Department of Early Childhood Grant Submission; Gunnison County; for FY 2024, maintaining an early childhood council; $106,077, plus $12,400
6. Approval for National Environmental Health Association grant submission; Health and Human Services; for analysis and mitigation for foodborne illness trends; $12,000
7. Approval for Professional Services Agreement; Dr. John Tarr; for Immunization Clinic and Health and Human Service Department services; 1/01/2023 – 12/31/2023; up to $1,200
8. Approval for Professional Services Agreement; Dr. Anna Meeuwsen; for Family Planning clinic and Health and Human Service Department services; 1/01/2023 – 12/31/2023; up to $1,200
9. Approval for Lease Amendment; Gunnison Valley Regional Housing Authority; for 202 E. Georgia Ave. building lease; for extension of lease to 12/31/2023; $1,180 monthly
10. Authorization of Agent; Fading West Construction; authority to submit building permit applications on behalf of Gunnison County, for Sawtooth Phase 1
11. PULLED FOR FURTHER DISCUSSION - Approval for Aspen Valley Land Trust Letter of Support to Great Outdoors Colorado (GOCO); for Outward Bound property east of Marble, Colorado
12. Approval for proposed Resolution 2023-7; A Resolution Authorizing Temporary Seasonal Closure and Weight Restriction for a Portion of County Road 38 also Known as Gold Basin Road
13. Approval Professional Services Agreement; MGT of America Consulting; for annual cost allocation calculation services; Eff date of signing – 12/31/2023; up to $5,750
14. Approval for Amendment to Contractor Agreement; Tri-County Health Network; to increase access to COVID-19 vaccination; extended termination date of 7/30/2023; increase of funding $23,000 (from $127,000 to $150,000)
15. Approval for LENA Foundation Grow Grant Funds (Daniels Fund); Gunnison Health and Human Services and Gunnison-Hinsdale Early Childhood Council; for a new program to improve infant toddler interactions in classrooms; $19,439
16. Approval for Addendum to RE1-J School Contract 2022-23; to provide a position to serve youth who become expelled and/or are at risk of being expelled; $101,500 total funding for 2023
17. Approval for Colorado Department of Transportation (CDOT) FY 2024-2026 Grant Application; Gunnison County Substance Abuse Prevention Project (GCSAPP); for impaired driving prevention; $124,497.78
18. Approval for Professional Services Agreement; Professional Interpreting Services LLC; 3/1/2-23 – 3/1/2024; up to $50 per hour
19. Approval for Region 10 grant application; Health and Human Services; for a Senior Resource Specialist, 26 hours/week; $60,000

PULLED FOR FURTHER DISCUSSION – Consent Item #11: Approval for Aspen Valley Land Trust Letter of Support to Great Outdoors Colorado (GOCO); for Outward Bound property east of Marble, Colorado: Commissioner Smith explained that she was wondering what amount of funding would be expected for this project. Geographic Information Systems Program Manager, Mike Pelletier, was present remotely via Zoom to answer. He stated that, guessing from similar past submissions, an amount of $50,000 through the land preservation fund would be a reasonable estimate. Commissioner Smith

thanked him for his clarification. All three commissioners added their approval of the Outward Bound property.

Moved by Commissioner Smith to approve the Aspen Valley Land Trust request for a Letter of Support from the Board to Great Outdoors Colorado, for purchasing the Outward Bound property east of Marble. Seconded by Commissioner Puckett Daniels. Motion carried unanimously.

APPROVAL FOR RTA LETTER OF SUPPORT TO COLORADO DEPARTMENT OF TRANSPORTATION (CDOT); FOR EXPANDED BUSTANG SERVICE: Assistant County Manager for Community and Economic Development Cathie Pagano was present in the room for discussion and to answer any questions the Board might have. Leia Morrison with Gunnison Valley Rural Transportation Authority (RTA) was also available online to answer questions.

Upon request by Chairperson Houck, Leia Morrison briefly walked the Board through the recommendation for expanded Bustang service, highlighting that the proposal has come from CDOT, as they had noted the high ridership levels – some of the highest in the state. She explained the proposal would be for a second outrider bus between Denver and Crested Butte. This second bus schedule would have a schedule just the opposite of the current bus, and would leave Denver in the early morning and return to Denver in the late afternoon/early evening. She added that RTA was asking all the municipalities and major stakeholders for support in this endeavor; letters of support had already been obtained from the City of Gunnison, Mountain Express, and the Town of Mt. Crested Butte.

With full support from the Board, Commissioner Houck **moved** to approve the RTA Letter of Support to the Department of Transportation for the expanded Bustang service, as presented that morning. Commissioner Smith seconded. Motion carried unanimously.

APPROVAL FOR SUBDIVISION VACATION AND REVOCATION; ELK RIVER RANCH SUBDIVISION PLAT; LYNN MCDERMAND; LUC-20-00040: Community Development Planner Rachel Sabbato was present in the room for discussion and to answer any questions the Board might have. Also in the room was Attorney Jacob with, representing the applicant Lynn McDermand.

Attorney With explained that the applicant was looking to put this property under a conservation easement, adding that this was a necessary step toward that goal, and that the property was particularly well-suited for this.

Planner Sabbato also explained that this involved 12 lots of around 35 acres or more, and the vacation and revocation would put these lots back into a single lot of approximately 420 acres.

The Board went over the placement of the property and the benefits as a conservation easement, noting the connecting flood plain areas, the placement of the lot for continuity of open spaces, and the fact that this was not an area they would want to see developed for more density with its location at the edge of a subdivision and so close to agricultural and wild lands.

Moved by Commissioner Smith, seconded by Commissioner Puckett Daniels, to approve the subdivision vacation and revocation for LUC-20-00040. Motion carried unanimously.

Commissioner Houck signed the plat at that time and promised to have the other documents signed and distributed right after the meeting.

GUNNISON COUNTY BOARDS AND COMMISSIONS; APPOINTMENTS: Chairperson Houck noted this appointment process as one that infused the various county boards and commissions with new energy and enthusiasm.

The commissioners then went over the applicants for each of the Boards or Commissions needing appointments that day. These included: Board of Adjustments and Board of Appeals, Extension Advisory board, Gunnison Basin Sage-grouse Strategic Committee, Gunnison Watershed Weed Commission, Planning Commission, Region 10, and Sustainable Tourism and Outdoor Recreation (STOR) Committee.

After several minutes of discussion regarding the background and qualification for each applicant, it was **moved** by Commissioner Houck to appoint the following individuals to the following boards or commissioner: to the Board of Adjustments and Board of Appeals they appoint Jeff Wilkinson; to the Extension Advisory Board, they re-appoint Rhonda Wenum and Shelly Sabrowski; to the Gunnison Basin Sage-grouse Strategic Committee, they appoint Ron Crews as the Recreation At-large alternate member; to the Gunnison Watershed Weed Commission, they appoint Tom Eager and Jim Johnson; to the Historic Preservation Committee, they appoint Al Caniff; to the Gunnison County Planning Commission, they appoint Roland Mason to a regular seat; to the Region 10 Board, they appoint Colleen Hannon in that Transportation position to support the main Transportation member Vince Rogowski; and to the STOR Committee, they appoint Tim Kugler and Jake Jones as re-appointments, with new appointments of Chris Parmeter and Jeremy Johndrow. Commissioner Puckett Daniels seconded. Commissioner Houck commented on the amazing group of qualified applicants. Motion carried unanimously.

UNSCHEDULED CITIZENS: There was no one present in the room or via Zoom who wished to make comment.

COMMISSIONER ITEMS:

Commissioner Smith

1. Invited to a talk with Vice President Kamala Harris, facilitated by Colorado U.S. Representative Brittney Petterson. Commissioner Smith reported that talk topics centered around climate change and action, as well as federal infrastructure efforts and allocation of funding. She highlighted that

one of her biggest takeaways from the talk had involved learning of some of the health impacts from climate change, adding that she had discovered that a Denver area zip code claimed the worst air quality in the nation. Commissioner Smith asserted that this was a big reminder of why they are working on conservation efforts for people, the environment, and the wildlife.

2. Attended Club 20 policy meetings in Grand Junction last Wednesday and Thursday, March 1st and 2nd. Commissioner Smith updated the Board that she was now on Club 20's Energy, Water, Public Lands & Natural Resources, and Agriculture committees. She briefly outlined two resolutions she was working on; these were not yet voted on, but she had drafted comments suggesting legislation around them. Commissioner Smith informed the other commissioners that she had volunteered to lean into that work and would report back as things developed. Commissioner Houck stated his appreciation for her looking into these issues, and that she had shone a light on the need for county government's involvement, as this is where the impact is received and the work is done.
3. Legislation recently introduced that centers on mobile home parks and their water quality. Commissioner Smith remarked that this was something the county has dealt with very recently. While not able to attend the meetings because she had been in the middle of the Club 20 conference, she had still passed along comments to Counties and Commissioners Acting Together (CCAT). Commissioner Smith reported that she felt that the bill had some good elements, especially in addressing critical infrastructure issues, but noted that the bill does not address meaningful mechanisms for various types of water emergencies; Commissioner Smith had suggested a standing plan - setting a threshold for recurrent water quality incidents. She felt that it might be possible to set a reimbursement program for local governments or even residents, in order to cover the costs associated with bringing potable water in.
4. Able to attend part of the Cheatgrass Treatment Workshop held last week at the Fred Field Center. Commissioner Smith stated that Cheatgrass and Habitat Restoration coordinator Petar Simic had organized the event. She noted robust engagement not only from those involved in the projects directly, but also from private land owners.
5. Continued conversation regarding the old greenhouse located on WCU property. Commissioner Smith stated that this greenhouse had been operated by CSU in the past, and they were now looking into ownership and trying to see if it would be feasible to put the greenhouse back into operation.
6. Circulation of Intergovernmental Agreement Amendment for new opioid settlements secured by the State Attorney General's Office. Commissioner Smith explained that she has reached out to the local City and Town Councils, regarding an amended IGA which would help facilitate payments directly back to the county.
7. Early Childhood Council update. Commissioner Smith reported that the Universal Pre-K program in Gunnison County has received a waiver for those children falling in the enrollment "gap" of August 1st to October 1st. She reported that 12 out of the 19 children identified in that time frame have been able to go through the paperwork necessary for the waiver. Commissioner Smith noted that overall the Universal Pre-K enrollment was going very well.
8. Chili cook-off results. Commissioner Smith let the Board know that she had earned bragging rights for the next year, as she had won the cookoff. She expressed her enjoyment for the event and stated that she looks forward to the cook-off becoming an annual tradition.

Commissioner Puckett Daniels

1. Attended the Region 10 board meeting. Commissioner Puckett Daniels advised that she was just getting up to speed at Region 10 so did not have a lot to report; however, she briefly noted that the work continues on broadband access funding and development.
2. Attended the Sustainable Tourism and Outdoor Recreation (STOR) Committee meeting. Commissioner Puckett Daniels reported that the STOR and Region 10 meetings had been scheduled on the same Thursday that month, and she stated that she could have attended each of the meetings if she did Zoom only, but wanted to know if it was better to attend in person. Commissioner Houck advised that, at least at first, it would be better to go in person; he added that he or Commissioner Smith could help cover. Commissioner Puckett Daniels then outlined that the STOR meeting had been very productive; they were working on their Strategic Plan, with a final draft to be coming out at the next meeting. She explained that the plan did not contain anything too dramatic as far as changes, but they were looking at adapting and using a wildlife tool which influenced development and recreations decisions. Other topics discussed included federal partnerships and funding allocations for the year. She expressed her excitement about the direction in which STOR was heading.
3. Attended TAPP Board meeting last week. Commissioner Puckett Daniels explained that she was mainly there to listen in, and she expressed gratitude to TAPP for welcoming her into the meeting and allowing her to also ask a few questions.
4. Participated in the Gunnison Valley Regional Housing Authority (GVRHA) staff and board retreat. Commissioner Puckett Daniels stated that this had been a great opportunity for all the new board members to get to know each other and to revisit their scope of work. She briefly outlined that that the retreat covered three priority topics: 1) Deed restriction management; 2) Property management; and 3) various programs. She further noted that GVRHA could be doing more homes if they had more staffing, and explained that there was tension between what the community

wants them to do, what they are funded to do, and executing with limited staffing. She then gave a brief update on staffing.

5. Attended a One Valley Resiliency Roadmap (OVRR) regional leadership team meeting. Commissioner Puckett Daniels informed those present that she and Commissioner Houck had both attended, along with approximately 50 partners from across the region. They had discussed hard topics which included: Housing, civic capacity, land use, transportation and infrastructure. She further noted that she has been participating in the Housing Subcommittee and the Land Use, Transportation and Infrastructure Subcommittee.
6. To attend the Colorado Peace Officer Standards and Training (POST) board meeting in Denver. Commissioner Puckett Daniels let the other commissioners know that she continued to serve on the POST Board and would be attending a quarterly work session and board meeting in Denver on March 9-10.

Commissioner Houck

1. Continued work with Wildlife Biologist Jim Cochran and County Attorney Matt Hoyt on the BLM Resource Management Plan Amendment (RMPA) for Gunnison Sage-grouse. Commissioner Houck highlighted their recent work regarding public lands Candidate Conservation Agreement (CCA) and private lands Candidate Conservation Agreement with Assurances (CCAA) – making sure this documentation will be adequately referenced within the RMPA.
2. Continued work with CORE Act. Commissioner Houck reported that he had been working with Senator Hickenlooper's staff via Zoom to make sure they were up to speed on all the pieces and scoping for the CORE Act. He further noted that they were working on inclusion of a Saguache County landscape protection piece and Chaffee County land additions.
3. Taking over past-Commissioner Roland Mason's spot on the Tripartite Board. Commissioner Houck stated that he was now on the Tripartite Board, which manages a Community Block Grant for housing and general assistance. Challenges discussed included: dealing with pandemic relief that had been given and was now being pulled back; need for a better payment/voucher system with Bustang to assist those needing help to travel out of town; and housing and the extreme rent/security costs of moving in.
4. Attended the National Association of Counties (NACo) Public Lands Steering Committee meeting yesterday. Commissioner Houck advised the Board that there was a proposal through the Western Interstate Region to create a think tank for public land issues, which would be funded with 1% of the COVID relief funding given to all public land counties, to total around $15 million. Commissioner Houck noted that there was pushback for this, due to inadequate focus on recreation to match the traditional priorities of extraction, timber, and grazing needs.
5. Reminder that the State of the River meeting will be in Montrose on Monday, March 20th. Commissioner Houck that he would going to Montrose, and Commissioner Smith added that she would like to attend as well.

RECESS: Chairperson Houck recessed the meeting from 10:41 am until 11:20 am, in order to hold the below public hearing.

EXECUTIVE SESSION, PURSUANT TO PURSUANT TO C.R.S. 24-6-402(4)(B) CONFERENCE WITH THE COUNTY ATTORNEY, DEPUTY COUNTY ATTORNEY OR ASSISTANT COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE RELATED TO LITIGATION BETWEEN STATE OF COLORADO AND PHARMACEUTICAL OPIOID MANUFACTURERS AND DISTRIBUTORS: Chairperson Houck **moved** to go into Executive Session, pursuant to Colorado Revised Statute § 24-6-402(4)(b), conference with the County Attorney for Gunnison County for the purpose of receiving legal advice related to litigation between State of Colorado and pharmaceutical Opioid manufacturers and distributors. The participants in the Executive Session would be Commissioner Houck, Commissioner Smith, Commissioner Puckett Daniels, Assistant County Manager John Cattles, and County Attorney Matthew Hoyt. Because any discussion in the executive session would be protected by attorney-client privilege, no contemporaneous record of the meeting would be kept. Commissioner Smith seconded. Motion carried unanimously.

The Board went into executive session at 10:42 am. The executive session was held in the BOCC Boardroom, and no contemporaneous records were kept. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S, §24-6-402(4). This specific session was conducted as per §24-6-402 (4)(b).*

Attorney Statement Regarding Executive Session

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

Date: _____ _____

Matthew Hoyt

Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____ _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

At 11:20 am, it was **moved** by Chairperson Houck to come out of executive session, affirming that the participants in the executive session remained consistent with those read into the record, and that they did stay on topic for the duration of the executive session. Commissioner Puckett Daniels seconded the motion. Motion carried unanimously.

Chairperson Houck then asked Commissioner Smith to give direction. Commissioner Smith **moved** to authorize the Board Chair to execute documents for the subdivision participation for the opioid settlements. Seconded by Commission Puckett Daniels. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the Gunnison County Board of County Commissioners regular meeting at 11:22 am.

_____
Jonathan Houck, Chairperson

_____
Liz Smith, Vice-Chairperson

_____
Laura Puckett Daniels, 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 COMMISSIONERSOF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 2023-7

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

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

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

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

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

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

WHEREAS, to prevent further resource damage and deterioration of that portion of County Road 38, temporary closure to the public has been recommended for the season beginning March 21, 2023 through May 15, 2023 or sooner if conditions allow; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that certain portion of County Road 38 located beyond the end of the asphalt beginning at the parking area known as "Bambi Parking Area" south to the Saguache County line shall be and hereby is temporarily closed to the public for the season beginning March 21, 2023 through May 15, 2023 or sooner if conditions allow with an exception for adjacent property owner(s) and occupant(s) of adjacent lands who are exempt from the closure of that portion of County Road 38. HOWEVER, those adjacent property owner(s) and occupant(s) of adjacent lands shall be subject to the road weight restriction of a ten (10) ton load limit per vehicle for that portion of County Road 38.

INTRODUCED by Commissioner Houck, seconded by Commissioner Smith, and adopted this 7th day of March 2023.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes; Smith – yes; Puckett Daniels – yes

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes: March 21, 2023 Regular Meeting

Action Requested:

Parties to the Agreement:

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

Summary:

For your review, a draft of the March 21st, 2023 regular 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:
Legally sufficient. SO 4/14/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 4/14/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/14/2023

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

Agenda Date: 4/18/2023

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
March 21, 2023

The March 21, 2023 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
Liz Smith, Vice-Chairperson	Melanie Bollig, Deputy County Clerk
Laura Puckett Daniels, Commissioner	Others Present as Listed in Text

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:31 am.

Assistant County Manager for Health, Human, and Safety Services Joni Reynolds was present in the room for discussion and to answer any questions the Board might have. Also present remotely via Zoom was Medical Health Officer Dr. John Tarr.

FINALIZE 2023 BOARD OF HEALTH MEETING TOPICS: ACM Reynolds briefly outlined the topics for each meeting proposed in 2023. The Board gave their approval for the draft plan as presented.

PUBLIC HEALTH OVERVIEW: ACM Joni Reynolds presented a slideshow, covering the changing framework and language for foundational public health services, including: Communicable Disease Prevention; Environmental Public Health; Maternal, Child, Adolescent, and Family Health; Chronic Disease, Injury Prevention and Behavioral Health Promotion; Access to and Linkage with Healthcare; and overlapping State of Colorado Core Services. Under each broad category, she gave a brief overview explaining the processes and services provided.

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT; TRAINING: ACM Joni Reynolds also included in her slide presentation an overview of mandatory training modules, offered through CDPHE and the Regional Institute for Health & Environmental Leadership (RIHEL), which were now needing to be completed yearly by Board of Health members.

The Board and ACM Reynolds discussed the purpose for and content of training offered yearly for board members. ACM Reynolds and Dr. Tarr also went over the content of the training, link and way to access the training modules, and how to complete an evaluation and receive credit for the yearly training.

Commissioner Smith had questions regarding Public Health forums and possible future integration into the Board of Health. ACM Reynolds discussed these concerns with her and the possibilities of regional boards and county staff positions becoming state controlled instead.

ADJOURN: Chairperson Houck adjourned the Gunnison County Board of Health meeting at 8:57 am.

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:57 am.

CHANGE OF "DBA" NAME; ALCOHOL BEVERAGE LICENSE #03-15394; HARMELS OPERATIONS LLC DBA BITES & BREWS ON THE TAYLOR; EFFECTIVE DATES 10/28/2022 - 10/28/2023

ALCOHOL BEVERAGE LICENSE #03-02907; IRWIN BACKCOUNTRY GUIDES LLC DBA PARKING BARN; EFFECTIVE DATES 5/20/2023 – 5/20/2024

ALCOHOL BEVERAGE LICENSE #03-06291; THREE RIVERS SMOKEHOUSE DBA THREE RIVERS SMOKEHOUSE; EFFECTIVE DATES 4/17/2023 – 4/17/2024

Commissioner Smith **moved** to approve the following liquor license applications for: 1) Change of "DBA" Name for Harmels Operations LLC dba Bites & Brews on the Taylor; 2) an Alcohol Beverage License for Irwin Backcountry Guides LLC dba Parking Barn; and 3) an Alcohol Beverage License for Three Rivers Smokehouse dba Three Rivers Smokehouse. Seconded by Commissioner Puckett Daniels. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the meeting of the Local Liquor Licensing Authority at 8:59 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:59 am.

AGENDA REVIEW: No changes were needed to the agenda.

SCHEDULING: Chairperson Houck reminded the Board that there would be a joint work session with the City of Gunnison that afternoon, and an evening public open house from 6:00 – 8:00 pm as well. Everything else on the calendar was approved as presented.

MINUTES:

1. **February 7, 2023 Regular Meeting**. Commissioner Smith sent a document to the clerk to make changes: 1) Page 5, beginning of last paragraph of "Whetstone Housing Project; Land Use Change Review" – add "Houck" after "Commissioner"; 2) Page 5, under Commissioner items for Commissioner Smith, item #1. Added wording to clarify the statement regarding comments to the media, to now say "She stated that the media had also approached her to inquire whether the BOCC would make a statement. She advised that she did not feel there would be anything to gain by making this type of formal statement; she felt AG Weiser's attention and proposed actions were consistent with concerns voiced from the community."; 3) Page 6, under Commissioner items for Commissioner Smith, Item #3 – Commissioner Smith wished to clarify the statements regarding the greenhouse opportunities to say, "Cheatgrass Coordinator looking into greenhouse opportunities. Commissioner Smith noted that she would have to miss the meeting due to conflicts, but reported that they were finding habitat restoration to be very expensive – it was hard to obtain weed-free quality seed. Currently, seed was costing around $300 per bag, to cover approximately an acre. She added the coordinator stakeholders were exploring opportunities to grow forbs and native plant starts that often have better success in restoration efforts"; 4) Page 6, under Commissioner items for Commissioner Smith, Item #5 – Commissioner Smith wished to further clarify the Opioid settlements IGA with Gunnison County to say, "She highlighted that she would be contacting the municipalities to answer questions and ensure they signed on to the new participation forms. Additionally, she would request they sign on to a revised IGA with Gunnison County to allow the state to send their local government shares directly to the County. This would resolve a settlement payment issue the AG's office had flagged which prevented them from sending local government share directly to the County as indicated in the original IGA."

Moved by Commissioner Puckett Daniels to approve the February 7, 2023 meeting minutes, as amended. Commissioner Smith seconded. Motion carried unanimously.

CONSENT AGENDA: Commissioner Smith **moved** to approve the consent agenda as presented. Commissioner Puckett Daniels seconded. Motion carried unanimously.

1. Acceptance of Appointments; Fish and Wildlife Service alternate representative J. Creed Clayton, to the Gunnison Basin Sage-grouse Strategic Committee
2. Approval for DOLA Energy Impact Assistance Fund (EIAF) grant application; Gunnison County Sustainable Operations; for solar arrays in Sawtooth Project Phase 1 and 2, and for a geothermal HVAC system in Phase 2; $400,000 - $450,000
3. Acknowledgment of Community Mini Grant Award, CDPHE Office of Gun Violence Prevention; Gunnison County Substance Abuse Prevention Project (GCSAPP); for suicide prevention trainings and gunlock distribution; $11,959.75
4. Approval for Amended Opioid Settlement Intergovernmental Agreement; Gunnison County and City of Gunnison; establishing how settlement funds shall be divided and distributed
5. Approval for Colorado Department of Public Health and Environment (CDPHE) grant application; Gunnison County Substance Abuse Prevention Project (GCSAPP); for LGBTQ+ support, including school GSA support, community training, and community events; $9,725
6. Approval for Letter of Support, Colorado Opportunity Scholarship Initiative

COUNTY MANAGER'S REPORTS: County Manager Matthew Birnie was present in the room to give his report and to answer any questions the Board might have.

1. Forest Service patrols on the Lead King Loop. CM Birnie reported on the status of the forest service patrol for the last two years, and asked for the Board's guidance regarding funding a patrol of the Lead King Loop for 2023. He noted that, while the patrol has been funded for the last two years, it was not placed in the county budget for 2023, as it had been hoped this would be a short-term solution only. The Board discussed this with CM Birnie for several minutes, going over various issues, including: amount of days actually patrolled last year; hiring challenges; funding options and importance of continued patrol; and need to include White River National Forest (WRNF) and the Town of Marble in the discussion.

   Chairperson Houck then stated that there was enough to put this on an upcoming work session, with participants from both the WRNF and the Town of Marble. He further noted that they could find a way for funding, but it would be important to talk with the other parties. Birnie affirmed that this could make a difference in increased patrol for the Lead King Loop.
2. Need to re-locate buried power and communication lines between Crested Butte and Mt. Crested Butte. CM Birnie outlined for the Board that, in 2007, the county had partnered with Gunnison County Electric Association (GCEA) to bury the county's fiber with GCEA's overhead lines between Crested Butte and Mt. Crested Butte. In recent surveys for workforce housing, however, it appeared that the transmission lines in the area for building were not in the correct easement. CM Birnie explained that GCEA would be moving all their utilites/power lines this summer and the county

would want to move their fiber along with GCEA. CM Birnie stated that he was in the process of determining budget and who will be able to do this alongside GCEA; he advised the Board that he would keep them posted.

3. Gunnison County asked to be a cooperating agency for utility-scale solar planning. CM Birnie advised the Board that he would be looking into this and would possibly be adding it to an agenda for their consideration.
4. Ten responses received for their Whetstone RFQ. CM Birnie expressed appreciation for the good response.
5. Update on potential for spring flooding from Emergency Manager Scott Morrill. CM Birnie reported that, so far, authorities were not modelling excessive flooding in the Gunnison Basin. He further noted that they were showing much more snow than usual this year at mid and low elevations, and added that public service announcement would be going out, in order to give people time to add flood insurance.

TREASURER'S REPORT: County Treasurer Debbie Dunbar presented remotely via Zoom, confirming for Chairperson Houck that there was nothing out of the ordinary to report.

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

VOUCHERS AND TRANSFERS:

1. **March 2023 Accounts Payable Report.** Commissioner Puckett Daniels asked about three items and was given answers regarding what each of the transactions entailed.

   With no further questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the voucher report in the amount of $2,472,169.74. Motion carried unanimously.
2. **December 2022 Purchase Card Report.**
3. **January 2023 Purchase Card Report.**
4. **February 2023 Cash Transfer Report. Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the February 2023 Cash Transfer report in the amount of $5,503,449.70. Motion carried unanimously.
5. **Sales Tax - LMD Reports.** Commissioner Puckett Daniels noted that when she had attended the latest TAPP meeting, they reported seeing a downturn in lodging and were projecting modest expectations for the rest of the year. Commissioner Smith reported the air command was still showing strong totals, with March totals expected to be less. The Board also briefly discussed the still-strong sales tax totals, as well as stable number of building permit applications, when compared with last year.

RECESS: Chairperson Houck recessed the regular meeting from 9:28 am until 9:37 am, in order to hold the below Public Hearing.

PUBLIC HEARING; DOLA, DIVISION OF HOUSING (DOH) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT #20-064

1. Letter Requesting CDBG Project #20-064 De-obligation of Funds

Gunnison Valley Regional Housing Authority (GVRHA) Executive Director Andy Kadlec was present for discussion and to answer any questions the Board might have.

1. Open Public Hearing. Chairperson Houck opened the Public Hearing at 9:28 am.
2. Public Notice Confirmation. Executive Director Andy Kadlec and Clerk to the Board Melanie Bollig confirmed that the Public Hearing had been properly publicly noticed.
3. Identify Ex Parte Communications. No ex parte communications were received by the commissioners.
4. Staff Presentation. Exec Dir Kadlec briefly outlined the history of the original grant, going over when it had been applied for and explaining that there had not been any action on the grant - through COVID, and from October 2020 to March 2022 when the grant expired. The State had then asked for the funds to be de-obligated, since this grant project did not get off the ground. Exec Dir Kadlec noted that it makes sense to de-obligate these funds, so they can go ahead and get off the ground with more recent grants. A public hearing was required in order to accomplish the de-obligation of funding.
5. Applicant Presentation. n/a
6. Board Questions. Commissioner Smith asked Exec Director Kadlec whether other communities were in the same position. Mr. Kadlec answered that he was not familiar with other jurisdictions, but he explained that usually the state was open to work with; however, in this case there was a newer grant awarded and it made more sense now to sunset/de-obligate the expired grant and focus on the newer funding stream received in mid-2022, in order to move forward. When asked about the newer housing development grant, he explained that it was for $247,000, with around $212,000 of that earmarked for down-payment assistance – up to ten households.
7. Public Comments. Chairperson Houck opened the Public Hearing to comments at 9:37 am. No one was present remotely via Zoom or in the room to offer public comment.

8. Acknowledge Correspondence Received. No additional correspondence was identified.
9. Applicant Response. n/a
10. Close Public Hearing. Chairperson Houck closed the Public Hearing at 9:37 am and immediately reconvened the meeting of the Gunnison County Board of County Commissioners.

Upon advice from County Attorney Matt Hoyt as to how to approve the de-obligation, Commissioner Houck then **moved** to have the Board of County Commissioners de-obligate, under the request of the State of Colorado Division of Housing, the $247,500 of funding from CBDG grant #20-064, as outlined in the letter to the state, and to authorize the signatures of the full board. Commissioner Smith seconded. Motion carried unanimously.

APPROVAL FOR THE FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS OF MOON RIDGE SUBDIVISION; LUC-22-00065: Community and Economic Development Planner Rachel Sabbato was present in the room for discussion and to answer any questions the Board might have.

Planner Sabbato briefly went over the covenant amendments which included: 1) addressing long- and short-term leases; 2) aggregate maximum size; 3) conditions for flagpoles and signs, and; 4) several minor changes. She also outlined the changes proposed for Lot 7 Moon Ridge Lane, for which a current consent agreement had been signed by the parties involved. All had been reviewed and approved by the Deputy County Attorney, Alex San Filippo-Rosser.

Commissioner Puckett Daniels questioned the 7,500 maximum aggregate size in the covenant differing from the LUR changes of last year, which set an aggregate size limit of 7,000 sq ft. Assistant County Manager for Community and Economic Development Cathie Pagano, also present in the room, replied that this would not be reducing the standards of the LUR, but would be a way for people to have a cap within their HOA which is higher; the LUR processes would still have to be fully complied with, and a clause had been added which clarified that the LUR processes would still need to be complied with.

Commissioner Puckett then **moved** to approve the First Amendment to the Amended and Restated Declaration of Protective Covenants of Moon Ridge Subdivision, LUC-22-00065. Commissioner Smith seconded. Motion carried unanimously.

APPROVAL FOR AMENDMENTS TO CRESTED BUTTE SOUTH SPECIAL AREA REGULATIONS AND COMMERCIAL AREA MASTER PLAN DOCUMENT

1. **Resolution; Approving Amendment to the Crested Butte South Special Area Regulations and Commercial Area Master Plan**

Community and Economic Development Planning Director Hillary Seminick was present in the room for discussion and to answer any questions the Board might have.

Director Seminick explained that these amendments did not go through a formal application process because the changes were due to scrivener's error. She outlined the error and its correction and noted that staff did recommend that this was minor enough to not have to go through the application process.

Commissioner Smith **moved** to approve Resolution 2023-8, A Resolution Approving Amendment to the Crested Butte South Special Area Regulations and Commercial Area Master Plan, accepting the changes in the document, and authorizing the signatures of the full board. Commissioner Puckett Daniels seconded. Motion carried unanimously.

APPROVAL FOR TEMPORARY ROAD USE AGREEMENT; GUNNISON NORDIC CLUB, COTTONWOOD CLASSIC; COUNTY ROAD 209 ON THURSDAY 5/25/2023, FROM 8:00 AM TO 4:00 PM: 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 stated that this was an annual contract with insurance, and pointed out an added contingency which provided that, in the event of snow, the event timing could be moved. The Board briefly discussed this annual event and expressed their support for it.

Moved by Commissioner Smith, seconded by Commissioner Puckett Daniels, to approve the Temporary Road Use Agreement for Gunnison Nordic Club's Cottonwood Classic on County Road 209, as set forth in the document, and authorize the chair's signature. Motion carried unanimously.

RESOLUTION; AUTHORIZING TEMPORARY WEIGHT RESTRICTION FOR A PORTION OF COUNTY ROAD 734 ALSO KNOWN AS SLATE RIVER ROAD: Assistant County Manager for Public Works Martin Schmidt was present in the room for this item.

ACM Schmidt advised that there is a section of Slate River Road that is soft. Public Works has spent years trying to mitigate the problem area, but it is still very susceptible to damage. He further explained that this temporary weight restriction will not impact residents, but will limit very heavy trucks such as cement and construction trucks from traveling the road for a small amount of time, set to expire on May 15th. CA Hoyt added that the Board could later extend the resolution expiration date, should weather prevent the road from drying by that time.

Commissioner Smith **moved** to approve Resolution 2023-9, A Resolution Authorizing Temporary Weight Restriction for a Portion of County Road 734 Also Known as Slate River Road. Seconded by Commissioner Puckett Daniels. Motion carried unanimously.

APPROVAL FOR COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE) INTERGOVERNMENTAL AGREEMENT; FOR IMPROVEMENTS TO EXISTING TOWN OF SOMERSET WASTEWATER SYSTEM; 3/17/2023-3/16/2028; $320,175: ACM Martin Schmidt was present in the room to discuss this item.

He outlined for the Board that Somerset's sewer treatment is basically a large septic system that the county operates. In doing inspections, they had discovered that the system was becoming deficient and replacement was needed. In receiving a grant, they had found that CDPHE had increased the requirements in their contract, making it a larger amount needed for replacing the system. The added requirements caused a delay in acceptance of the grant. ACM Schmidt further explained that a project budget has now been agreed upon and that was built into the present agreement. He asked for the Board's signature in order to now receive the grant monies to put towards the approximate $410,000 project.

After some discussion regarding how the rest of the funding was to be accomplished, it was **moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith, to approve the Colorado Department of Public Health and Environment Intergovernmental Agreement for improvements to the existing Town of Somerset wastewater system, and to authorize the signature of the chair. Motion carried unanimously.

RESOLUTION; AMENDING GUNNISON COUNTY AMBULANCE LICENSING REGULATIONS ADOPTED BY RESOLUTION 2018-13: Present in the room for discussion and to answer any questions the board might have, were Gunnison Valley Health CEO Jason Amrich, Gunnison Valley Health CFO Mark VanderVeer, and Gunnison Paramedics Chief C.J. Malcolm.

Chief Malcolm outlined the need for this amendment, letting the board know that they are operating at a $1 to $1.5 million loss per year, predominantly due to what can be collected from Medicare, Medicaid and other insurance. Up to the present, they could expect to recover approximately 30% of the cost of the ambulance service. However, changes in federal code could potentially allow improvement on that recovery. If there is another organization with 35 miles, such as Crested Butte or Mt. Crested Butte, then they fall within a lower ambulance fee schedule. Changes in wording within the federal code mean they can now become the only legally authorized ambulance service to transport from their facility to another, higher level of care. This would have no impact on other partners such as Mt. Crested Butte, as it does not impact mutual-aid agreements.

Commissioner Puckett Daniels asked how the change would affect their relationships with other communities' ambulance providers. Chief Malcolm answered that their district is massive, and the earlier reading "to and from" has been changed to read "to or from," which allows them to utilize another partner to help with the need to transport to other facilities. He added that Gunnison County will be only the second or third organization in the nation to identify and change this to their benefit.

CEO Jason Amrich added that the next step will be getting Novitas approval for Medicare. The Board expressed its support, and Commissioner Houck stated that this would not be a change in service, but in the ability to recuperate for that service.

Commissioner Smith **moved** to approve Resolution 2023-10, A Resolution Amending the Gunnison County Ambulance Licensing Regulations Adopted by Resolution 2018-13. Commissioner Puckett Daniels seconded. Motion carried unanimously.

BREAK: Chairperson Houck called a break in the meeting from 10:13 am to 10:19 am.

REQUEST FOR PARTY STATUS AND COMMENT ON PROPOSED RULES, OIL AND GAS CONSERVATION COMMISSION OF THE STATE OF COLORADO HIGH PRIORITY HABITAT MAP RULEMAKING: Commissioner Houck provided background that the Oil & Gas Commission is proposing rules on protecting habitat for Sage-grouse, by how they do oil and gas leasing. For Sage-grouse this could be a potential threat to satellite populations located in the northwest and southwest corners of the state. He stated that, though Gunnison County does not have this stress in the county in particular, it could have a connected impact for the county. Having party status would given them the ability to make comment, when and if necessary, as these rules are being developed.

CA Matt Hoyt then highlighted that the habitat maps were also to cover the raptor species, and that participation would be good to have a voice for their own important county regulations. He then explained the difference between formal and informal party status, which could give more or less access to the process. He noted that one of the formal party status benefits was being able to partner with other formal partners in the rulemaking, giving them a "bigger seat at the table." The Board discussed the importance of the process and CA Hoyt advised that Wildlife Biologist Jim Cochran did recommend they apply for formal party status, though they did not need to decide on that at this meeting. He also let the commissioners know that the hearing was not until June.

Moved by Commissioner Houck that Gunnison County request party status for proposed rules on the Oil and Gas Conservation Commission of the State of Colorado, for the High Priority Habitat Map Rulemaking for Sage-grouse. Seconded by Commissioner Puckett Daniels. Motion carried unanimously.

UNSCHEDULED CITIZENS:

1. Gregorio Luna - Ski Town Village (aka Country Meadows) resident came forward. He was to testify at an upcoming Joint Work Session, but had been unsure about timing and location. The commissioners tried to see if something else was going on at this time in the City, and when they did not see anything for that time, they let Mr. Luna know that this forum would be fine for his comments and asked him to come forward. Mr. Luna then outlined that there were long-time issues at the Ski Town Village – formerly known as Country Meadows Mobile Home Park. He

highlighted several issues, including: 1) the new owner only communicates through lawyers; 2) no plowing of the road in the winter; 3) no lights in public areas; 4) trash dumpsters too small; 5) the entrance is dangerous with numerous large potholes in the road, and 6) the owner starts to do a project, but does not finish, an example being removal and trimming of dangerous trees and tree limbs.

Mr. Luna reported that he had also given testimony the day before regarding these issues, on behalf of the Latino Alliance at the State Capital Building in Denver.

ACM Cathie Pagano gave a brief update of communication with the owner of Ski Town Village. She reported that they had been sending continued notifications of violations; the last letter had been sent 1-1/2 weeks ago. She stated that they had inspected in February and noted that some tree and road work had been done. A plan for more work on the trees was given to the county by the owner, to be completed by October 2023. The county's follow-up letter to the owner had stated that tree work could be done by October, but they would need status updates to know that work was continuing to be done. ACM Pagano stated that she understood the roads are worse again, and that the trash situation is very bad. She affirmed that she would be including these issues in her next conversations with the owner. CA Hoyt let everyone know that one civil case against Ski Town Village was set for trial starting on July 17th.

COMMISSIONER ITEMS:

Commissioner Smith

1. Cheatgrass coordinator and stakeholders wishing to revive greenhouse operations. Commissioner Smith informed the Board that she had a meeting with Matt McCombs on Wednesday, March 22nd, to see if they can work through the past arrangements and joint ownership between CSU Extension and Western, for possible use of or clarity on the greenhouse structure located on the WCU campus.
2. Attended an RTA meeting last Friday, March 17th with staff representatives from Senator Bennet's office. Commissioner Smith reported that they were able to request $2.5 million in congressionally directed spending for the proposed transit center north of town. This center would serve the local community's transit needs as well as offer Bustang services to the Front Range and further Western Slope destinations.
3. Attended a Southwest Colorado Opioid Region Council meeting. Commissioner Smith stated that they had been able to have the Attorney General's office present to explain the difference in local government shares versus regional shares. She also highlighted that their region had experienced difficulty in filling a coordinator position, so at this point, they were hoping for a facilitator that could help each county come up with a plan to deploy locally.
4. Rural Welcoming Initiative update. Commissioner Smith stated that they had begun a process with a contractor to help them begin to utilize some of the significant resources donated to the Hispanic Affairs Project for inclusion and welcoming in our immigrant communities. This will be a coordination of efforts between the three organizations of Rural Welcoming Initiative, Welcoming America, and the Hispanic Affairs Project.
5. Met on Monday, March 20th, with the Governor's office and Counties and Commissioners Acting Together (CCAT), regarding proposed land use policies. Commissioner Smith reported that there were still significant concerns regarding affordability and being able to attain affordable housing. She was looking forward to seeing more substance for making this happen.

Commissioner Puckett Daniels

1. Attended a Colorado Counties Inc (CCI) legislative meeting while Commissioner Smith was on vacation. Commissioner Puckett Daniels reported on three "hot topic" bills from the meeting: 1) an ozone transportation bill; 2) a bill that offers to local and county governments the right of first refusal for any sale of multi-family homes, and; 3) a bill that extends the Downtown Development Authority's status. The Board looked briefly at each bill and discussed the ramifications for each.
2. Attended the Colorado Peace Officer Standards and Training (POST) board meeting in Denver last week. Commissioner Puckett Daniels explained that this board was in the process of a thorough curriculum re-vamp for police academies.
3. Wild and Scenic stakeholder process is moving forward. Commissioner Puckett Daniels let the board know that that they now had a draft of stakeholder meetings scheduled for the year. They will have a kick-off community summit to educate and involve the local residents. After that, a survey will go out that allows the option for people to select if they wish to be on a community summit, be on the stakeholder group, receive periodic notices, or do all three. From the survey responses, they will select a stakeholder group which will meet around six times throughout the summer. The results of those talks will be presented at another community summit in the fall.

   Commissioner Puckett Daniels then advised that she had a schedule conflict with the initial summit set for April 27th in Marble, and asked if another commissioner could go in her place. Commissioner Houck stated that he should be able to make that work for him to attend. She further noted for the Board that there would be an upcoming Wild and Scenic work session presentation, as well as a request for funding to be considered at future meetings.
4. Gunnison Valley Regional Housing (GVRHA) Update. Commissioner Puckett Daniels reported that GVRHA had gone under contract with the seller of Frontier Land Mobile Home Park, with a long period of time allowed so that GVRHA could then apply for grants to receive repair/replacement

funding. She stated that the City of Gunnison is supportive and has contributed matching funds for a DOLA planning grant.

Commissioner Daniels also reported that the Housing Authority Board has had a lot of turnover. She informed those present of three changes, and also requested that, if they have any ideas in mind for the vacant at-large seat, to please let her know.

Commissioner Houck

1. Continued work with Wildlife Biologist Jim Cochran on the BLM Resource Management Plan Amendment (RMPA) for Gunnison Sage-grouse. Commissioner Houck explained that he had been out the second half of last week, but before that had continued to work on the many parts involved for the RMPA.
2. Attended the Roundtable HB1177 meeting last night. Commissioner Houck advised that he would save the report for this meeting until the next work session's water updates.

RECESS: Chairperson Houck recessed the meeting from 11:09 am until 12:00 pm, in order to hold the below executive session.

EXECUTIVE SESSION, PURSUANT TO C.R.S. 24-6-402(4)(B) CONFERENCE WITH THE COUNTY ATTORNEY, DEPUTY COUNTY ATTORNEY OR ASSISTANT COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE RELATED TO USE OF PROPERTY LOCATED AT 510 14TH STREET IN GUNNISON, COLORADO: Chairperson Houck **moved** to go into Executive Session, pursuant to Colorado Revised Statute § 24-6-402(4)(b), conference with the County Attorney for Gunnison County for the purpose of receiving legal advice related to use of property located at 510 S. 14th Street in Gunnison, Colorado. The participants in the Executive Session would be Commissioner Houck, Commissioner Smith, Commissioner Puckett Daniels, County Attorney Matthew Hoyt, County Manager Matthew Birnie, Assistant County Manager Cathie Pagano, and Assistant County Manager John Cattles. Because any discussion in the executive session would be protected by attorney-client privilege, no contemporaneous record of the meeting would be kept. No decision would be made in the meeting and anything they decide would be announced or discussed in a public forum. Commissioner Smith seconded. Motion carried unanimously.

The Board went into executive session at 11:10 am. The executive session was held in the BOCC Boardroom, and no contemporaneous records were kept. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S, §24-6-402(4). This specific session was conducted as per §24-6-402 (4)(b).*

Attorney Statement Regarding Executive Session

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

Date: _____ _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____ _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

At 12:00 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 to CA Hoyt to continue working with the City of Gunnison, consistent with the MOU that we developed with them, and keep moving forward.

ADJOURN: Chairperson Houck adjourned the Gunnison County Board of County Commissioners regular meeting at 12:01 pm.

_____
Jonathan Houck, Chairperson

_____
Liz Smith, Vice-Chairperson

_____
Laura Puckett Daniels, 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 COMMISSIONERSOF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 2023-8

A RESOLUTION APPROVING AMENDMENT TO THE CRESTED BUTTE SOUTH SPECIAL AREA REGULATIONS AND COMMERCIAL AREA MASTER PLAN

WHEREAS, the Crested Butte South Property Owners Association has submitted a Land Use Change application to amend the Commercial Area Master Plan and the Special Area Regulations. The Crested Butte South Special Area Regulations were approved by the Gunnison County Board of Commissioners in Resolution 2008-38; and

WHEREAS, *The Crested Butte South Special Area Regulations*, Section 106: *Amendment of Existing Covenants, Restrictions, Resolutions, Rules and Regulations* states, "The Existing Covenants, Restrictions, Resolutions, Rules and Regulations, and no portion of them, shall be amended without the prior written acknowledgement, by motion or recorded resolution, of the BOCC"; and

WHEREAS, The CB South POA approved the Commercial Area Master Plan (CAMP) on March 8, 2023;

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

The Crested Butte South Special Area Regulations be replaced with the attached Exhibit A, "Crested Butte South Special Area Regulations and Commercial Area Master Plan."

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 Puckett Daniels, and adopted this 21st day of March 2023.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes; Smith – yes; Puckett Daniels – yes

"Exhibit A" noted in Resolution 2023-8 is the
"Special Area Regulations
Crested Butte South
March 21, 2023
Commercial Area Master Plan (CAMP)
And Commercial Design Standards"

Please see Resolution 2023-8 and its accompanying "Exhibit A" on record at the Gunnison County Clerk and Recorders Office

BOARD OF COUNTY COMMISSIONERSOF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 2023-9

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

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

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

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

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

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

WHEREAS, to prevent further resource damage and deterioration of that portion of County Road 734, a temporary weight restriction has been recommended for the season beginning March 21, 2023 through May 15, 2023 or sooner if conditions allow; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that a certain portion of County Road 734 located from the intersection of CR 734 and CR 317 (Gothic Road) to the end of winter maintenance at the CR 734 trailhead is subject to the road weight restriction of a fifteen (15) ton load limit per vehicle for that portion of County Road 734 for the season beginning March 21, 2023 through May 15, 2023, or sooner if conditions allow.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 21st day of March 2023.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes; Smith – yes; Puckett Daniels – yes

BOARD OF COUNTY COMMISSIONERSOF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 2023-10

A RESOLUTION AMENDING GUNNISON COUNTY AMBULANCE LICENSING REGULATIONS ADOPTED BY RESOLUTION 2018-13

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado ("Board") pursuant to the authority granted in the Colorado Emergency Medical and Trauma Services Act, Colo. Rev. Stat. § 25-3.5-101, et seq., as amended, and the Colorado Department of Public Health and Environment; Health Facilities and Emergency Medical Services Division; Emergency Medical Services Rules, 6 CCR 1015-3, as amended, has the ability to set standards for the regulation of Ambulance Services and is authorized to adopt Gunnison County Ambulance Licensing Regulations; and

WHEREAS, the Board has enacted Resolution 2018-13, a Resolution Adopting Gunnison County Ambulance Licensing Regulations and Repealing Previous Resolutions Pertaining to the Same; and

WHEREAS, the Board, with the input and advice of local city officials and emergency response agencies, have addressed and considered those factors that will have the best chance of improving outcomes for individuals who are sick, injured, or otherwise incapacitated or helpless; and

WHEREAS, the Board believes that ongoing coordination and collaboration with local emergency response agencies and others will lead to improvements in medical care, response times, quality, and oversight; and

WHEREAS, the Board finds it to be in the best interest of citizens of and visitors to Gunnison County to amend the Gunnison County Ambulance Licensing Regulations to improve ambulance response times; and

WHEREAS, the Board believes that establishing an ambulance service area ("ASA"), coupled with continuing coordination with other ambulance service providers licensed in the county or under existing

mutual aid agreements, will benefit the public and provide citizens throughout Gunnison County Countyline-to-Countyline coverage of Emergency Medical Services;

NOW, THEREFORE, BE IT RESOLVED, by the Board, that in order to preserve the public health, safety, and welfare, and in accordance with the law, Gunnison County Ambulance Licensing Regulations, as adopted by Resolution 2018-13, shall be amended as follows:

1. Appendix A, Section A, Definitions is hereby amended to include the following Subsection 2A:
   2A: Ambulance Service Area (ASA):
   a. A geographic area within Gunnison County assigned by the Board to an Ambulance Transport Agency.
   b. Establishing of any ASA will be based on the following criteria:
      i. The overall advantage to the EMS system in terms of ensuring quality and cost performance.
      ii. The economic impact and economic viability of the countywide EMS system.
      iii. The ability to gain economies of both scale and scope for agencies providing services in the county.
      iv. The incremental cost and complexity of providing medical and regulatory oversight.
      v. Establishing protocols to reduce unnecessary travel by Ambulance Transport Agencies licensed in Gunnison County.
   c. Ambulance Service Area Boundary Changes. At any time, the Board may change the boundaries of an existing ASA, or create other ASAs, or incorporate or remove non-emergency services in ASAs in order to provide for the effective and efficient provision of Emergency Medical Services.
   d. Prior to making changes to ASA boundaries, the Board shall receive advice and comment from the Ambulance Transport Agen(ies) affected or claimed to be affected by the change, the EMS Council, the Department, and the EMSMD.
   e. If local city or special district boundaries change through annexation or exclusion, the Board may authorize a change to the ASA boundary.
   f. The Board shall consider impacts on other service providers and on the public prior to making boundary changes.
   g. A provider serving an ASA may request a boundary change from the Board if serving the ASA within the existing boundary creates an economic or operational hardship on the provider.

2. Appendix A, Section B, Regulations is hereby amended to add the following new Section 1A:
   1A. Gunnison Valley Health Paramedics Ambulance Service Area
   a. The Board establishes Gunnison Valley Health Paramedics Ambulance Service Area (ASA). A map of the ASA is attached as Exhibit A.
   b. Notwithstanding any Licensee's authorization to operate within Gunnison County, Gunnison Valley Health Paramedics, an Ambulance Transport Agency licensed by Gunnison County ("GVH EMS"), shall be the only Ambulance Transport Agency authorized to furnish ambulance services from any hospitals located within Gunnison Valley Health Paramedics Ambulance Service Area (ASA).
   c. GVH EMS shall have full legal authority to exercise emergency response mutual aid agreements with other surrounding emergency response agencies within their ambulance service area.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 21st day of March 2023.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes; Smith – yes; Puckett Daniels – yes

Exhibit A
ASA Service Area

[Insert ASA Map within Gunnison County]

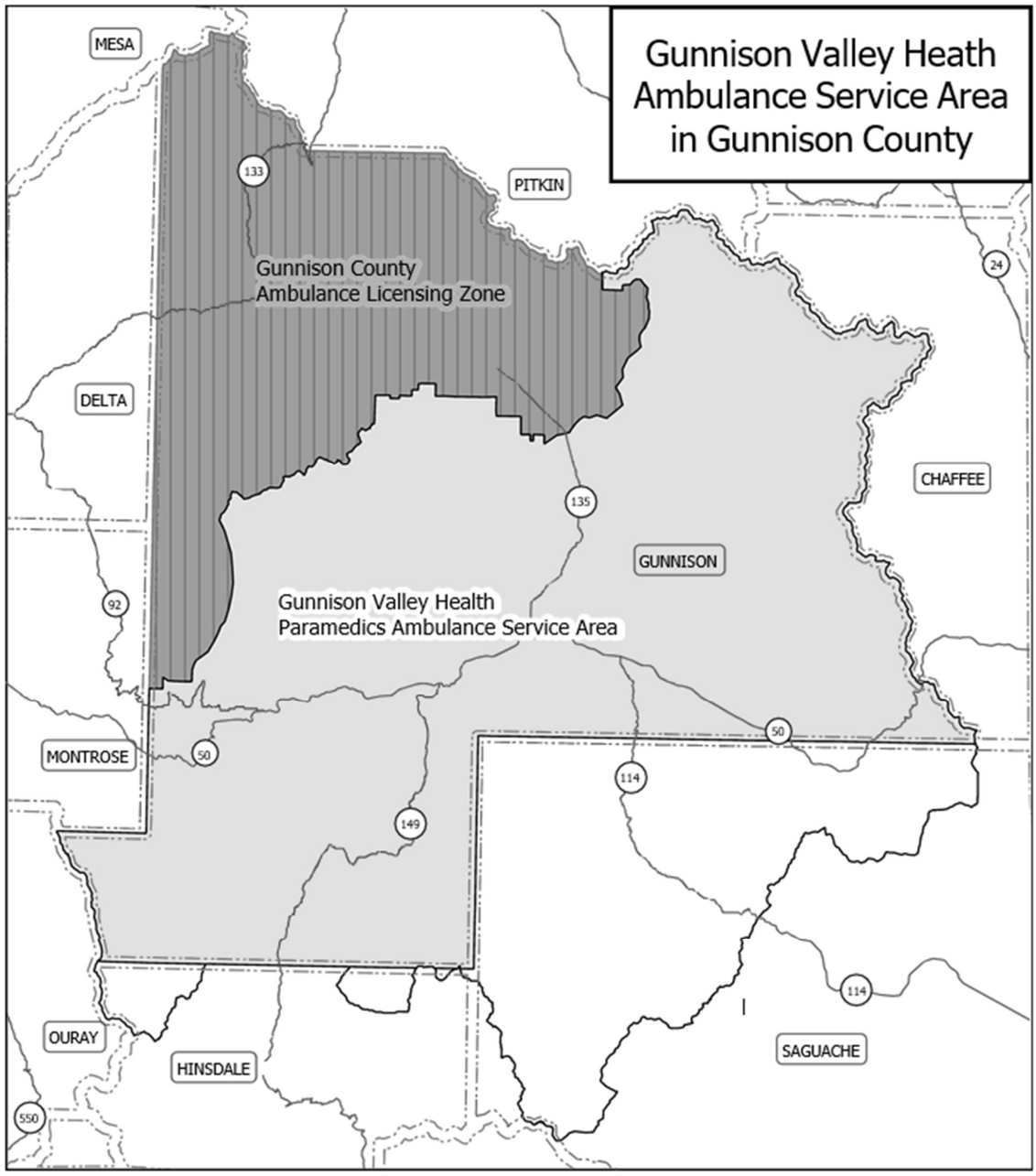

Gunnison Valley Heath Ambulance Service Area in Gunnison County
MESA
PITKIN
133
Gunnison County Ambulance Licensing Zone
24
DELTA
CHAFFEE
135
GUNNISON
92
Gunnison Valley Health Paramedics Ambulance Service Area
50
MONTROSE
50
114
149
114
OURAY
HINSDALE
SAGUACHE
550
Gunnison Valley Health Ambulance Service Area
Gunnison County Ambulance Licensing Zone
County Boundaries
Gunnison County COLORADO
3/10/23
11.0 mi

EXHIBIT A

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes: April 4, 2023 Regular Meeting

Action Requested:

Parties to the Agreement:

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

Summary:

For your review, a draft of the April 4, 2023 regular 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:
Legally sufficient. SO 4/14/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 4/14/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 4/14/2023

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

Agenda Date: 4/18/2023

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
April 4, 2023

The April 4, 2023 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
Liz Smith, Vice-Chairperson	Melanie Bollig, Deputy County Clerk
Laura Puckett Daniels, Commissioner	Others Present as Listed in Text

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES:

CALL TO ORDER: Chairperson Houck called the meeting of the Gunnison / Hinsdale Board of Human Services to order at 8:30 am. Hinsdale County Commissioner Greg Levine and ACM Joni Reynolds were not able to be present; however, Chairperson Houck noted that the board still had a quorum for approving the document before them for approval.

APPROVAL FOR COMPREHENSIVE CIVIL RIGHTS PLAN; OUTLINES EQUAL OPPORTUNITY POLICY AND COMPLAINT PROCEDURES, AS REQUIRED BY COLORADO DEPARTMENT OF HEALTH CARE POLICY & FINANCING (HCPF): Commissioner Houck briefly went over background on the Civil Rights Plan required by the Colorado Department of Health Care Policy and Financing.

With no issues from the Board, Commissioner Smith **moved** to approve the Comprehensive Civil Rights Plan, as presented. Commissioner Puckett Daniels seconded. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the meeting of the Gunnison/Hinsdale Board of Human Services at 8:32 am.

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

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

ALCOHOL BEVERAGE LICENSE #03-02906; IRWIN BACKCOUNTRY GUIDES LLC DBA MOVIE CABIN; EFFECTIVE DATES 5/20/2023 – 5/20/2024: With no questions or concerns from the Board, it was **moved** by Commissioner Smith to approve the Alcohol Beverage License for Irwin Backcountry Guides LLC dba Movie Cabin. Commissioner Puckett Daniels seconded. Motion carried unanimously.

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:33 am.

AGENDA REVIEW: No changes were needed to the agenda.

SCHEDULING: Commissioner Smith noted that the joint public hearing scheduled for April 6 should be removed or shown as postponed. Commissioner Houck wanted to make sure that someone would be able to attend the next Mayors & Manager's Meeting on April 6. Commissioner Puckett Daniels stated that she should be able to go.

MINUTES APPROVAL: **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels, to approve the minutes for February 21, 2023 and February 28, 2023 as presented. Motion carried unanimously.

1. **February 21, 2023 Regular Meeting**
2. **February 28, 2023 Special Meeting**

CONSENT AGENDA: Commissioner Puckett Daniels requested that they pull Consent Agenda Items #1 and #8 for further discussion.

Moved by Commissioner Smith, seconded by Commissioner Puckett Daniels, to approve the consent agenda with the exceptions of Items #1 and #8. Motion carried unanimously.

1. PULLED FOR FURTHER DISCUSSION: Acknowledgment of County Manager's Signature; Professional Services Agreement with Employers Council; for new Equity, Diversity, Inclusion & Belonging (EDI & B) Committee consulting services; 4/04/2023 - 8/31/2023; $26,300
2. Acknowledgment of County Manager's Signature; Professional Services Agreement; Otis Elevator Company; for Airport elevator maintenance; 3/01/2023 - 2/29/2024; $9,440

3. Approval for Letter of Support, Sno Trackers Capital Grant application
4. Approval for Memorandum of Agreement between Western Colorado University and Gunnison County; to document the cooperation between Western and Gunnison County, in partnership to manage the GOCO Fellowship grant
5. Acknowledgement of County Manager's Signature; Professional Services Agreement; ACTenviro; for collection/disposal of items in the household hazardous waste clean-up event; 3/21/2023 - 4/28/2023; up to $39,566
6. Approval for Daniel's Fund Grant Letter of Agreement; Gunnison County Substance Abuse Prevention Program (GCSAPP); to support Choice Pass programming; 3/31/2023 - 3/30/2024; $50,000
7. Approval for Amended Opioid Settlement Intergovernmental Agreement; Gunnison County and the Town of Pitkin; establishing how settlement funds shall be divided and distributed
8. PULLED FOR FURTHER DISCUSSION: Approval for Contractor Agreement; Walter A. Sorrentino; for CBOE Hearing Officer services; 10/01/2023 - 10/31/2024; $65 per hour
9. Approval for Project Hope of Gunnison Valley Memorandum of Understanding with Gunnison Valley Mentors (GVM), Gunnison County Substance Abuse Prevention Program (GCSAPP), and Gunnison County Department Health and Human Services (DHHS); for joint application to the OVW Fiscal Year 2023 Rural Domestic Violence, Dating Violence, Sexual Assault, and Stalking Program grant

PULLED FOR FURTHER DISCUSSION–Consent Item #1: Acknowledgment of County Manager's Signature; Professional Services Agreement with Employers Council; for new Equity, Diversity, Inclusion & Belonging (EDI & B) Committee consulting services; 4/04/2023 - 8/31/2023; $26,300

PULLED FOR FURTHER DISCUSSION–Consent Item #8: Approval for Contractor Agreement; Walter A. Sorrentino; for CBOE Hearing Officer services; 10/01/2023 - 10/31/2024; $65 per hour

Commissioner Puckett Daniels explained that she had a question about the notes in the portfolio and wondered if the notes needed to be updates. County Manager Birnie confirmed that the issue had indeed been fixed and that the notes had needed to be updated. He further advised that this was the same issue with Item #8, wherein the contract issue had been resolved and notes had needed updated. CA Hoyt and CM Birnie stated that they were working on ways to make the final approval show in the notes. CM Birnie explained that if the item was on the agenda, it had been approved to come before the commissioners for their review.

Moved by Commissioner Puckett Daniels to approve Items #1 and #8 on the Consent Agenda, as presented. Commissioner Smith seconded. Motion carried unanimously.

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

1. Sawtooth Affordable Housing project update. CM Birnie let the commissioners know that the City will be issuing foundation permits for Sawtooth, allowing them to get started and have units finished for this construction season.
2. Whetstone Project Implementation. CM Birnie stated that Board had delegated authority to pursue this project; and now they were ready to move into the proposal phase. He requested, for the sake of clarity, that the Board confirm the delegation of authority to the County Manager to sign all documents and make decisions to move forward with project implementation. He explained that this will help keep him in the execution side and the commissioners seated more for the policy land use side of decision-making. Commissioner Houck reminded the Board that this is the procedure used for past projects as well. CM Birnie asked for a formal motion.

   Commissioner Smith asked about the nine RFQ's received, wanting to know what the process for that review looked like. CM Birnie answered that five or six will be invited to present during a public meeting in Crested Butte. After that, they will interview and short list, depending on whether one or maybe more rises to the top during this process. He briefly went over the qualifications they are looking for, and the financial expertise needed as well. Commissioner Smith stated that she had wanted community involvement and appreciated that there is in this process. Commissioner Puckett Daniels requested that there be continued communication in the overall process. CA Hoyt and CM Birnie both confirmed that there would be.

   Commissioner Houck then **moved** to reiterate and acknowledge a continued delegation of authority to the County Manager for the implementation of the Whetstone project, as described in the discussion there that morning. Commissioner Smith seconded. Motion carried unanimously.

APPROVAL FOR A TRANSPORTATION ALTERNATIVES PROGRAM (TAP) GRANT APPLICATION; FOR CONSTRUCTION OF A PEDESTRIAN UNDERPASS AT HIGHWAY 135 AND BRUSH CREEK ROAD: 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 explained that an earlier RAISE grant application had been for the roundabout and underpass complete design. This grant application with TAP required that it be for "construction of non-vehicular transportation options." He stated that the underpass really fit all the criteria for this funding, and

while he believed there would be a lot of competition, he also thought they had a good chance at receiving the grant, as it ticked off all the boxes. He further noted that CDOT had indicated this as well. ACM Schmidt advised that the application would be for a $3 million grant with 80/20 match, for just the construction of the underpass. He requested a letter of support from the Board and stated that it was yet to come, and then went over the process and timing of this project, with grant funding expected in late summer and match budget and project set to begin probably in 2024. ACM Schmidt then discussed with the Board more of the process and timing for construction of both the underpass and roundabout.

Moved by Commissioner Houck that they draft a letter of support for the Transportation Alternatives Program (TAP) grant application for the construction of the pedestrian underpass at Highway 135 and Brush Creek Road, and acknowledge not only support of the project but a willingness to financially contribute to the 20% match that will be required if the grant is awarded. Commissioner Smith seconded.

CM Birnie then requested that the Board include in the motion the authorization to include use of the commissioners' signature stamps if they are not able to sign in a timely manner.

Commissioner Houck then **amended** his original motion to include this authorization and use of the Board's signature stamps if they are not able to sign in a timely manner. Commissioner Smith, as the second, accepted the amendment to the motion. Motion carried unanimously.

UNSCHEDULED CITIZENS: There was no one present in the room or via Zoom who wished to make a comment.

COMMISSIONER ITEMS:

Commissioner Smith

1. Cheatgrass Mitigation and Habitat Restoration update. Commissioner Smith let the Board know that Cheatgrass Mitigation and Habitat Restoration Coordinator Petar Simic had been working on a grant proposal for the America the Beautiful grant, in collaboration with the Upper Gunnison River Water Conservancy District. She advised that Coordinator Simic had requested a letter of support from the Board. Commissioner Smith stated that she believed the application was due in April 18th and that she would make sure of the timing with Coordinator Simic. Commissioner Houck added that they could work on format and have a draft ready to put on the April 18th agenda.
2. Colorado Counties Inc (CCI) dues. Commissioner Smith reported that she was on a CCI Dues Subcommittee, and as CCI had experienced a $60,000 shortfall, she advised that county dues will be going up.
3. Rural Transportation Authority (RTA) update. Commissioner Smith noted that she and Commissioner Puckett Daniels had been able to see the construction progress on the new bus barn, located just south of Crested Butte, and highlighted how beneficial this location will be as service continues to expand.

   Commissioner Smith also reported that they were seeing a downturn in tourism, but felt that more insight would be gained with results of an airport survey conducted during the past summer season. She stated that response had been good and they should be getting that information in the next month or two. She briefly noted air planners had taken on a partner who also represents Montrose. Questions arose as to possible conflicts of interest and the RTA Board decided it would be best to develop contract amendments that specify how that company is going to negotiate any potential conflicts of interest.
4. Cheatgrass mitigation progress update. Commissioner Smith let the Board know that there were going to be significant joint projects across cooperating jurisdictions, and she noted that Cheatgrass Coordinator Petar Simic had been very helpful in putting this together. They were still looking at how to piece funding structures together and Commissioner Smith observed that, in the past, each organization had just written a check for their portions. She stated that the Upper Gunnison River Water Conservancy District may be able to help consolidate that flow. Commissioner Smith also relayed that she was continuing to work with Coordinator Simic on branding and a strategic communications campaign, wherein agencies can have an easy way to share out information through their own channels.

Commission Laura Puckett Daniels

1. Rural Transportation Authority (RTA update. Commissioner Puckett Daniels had also attended the RTA meeting, and she reported that there were 28 bus routes scheduled for this summer, up from 19 the summer before. This helped to provide steady work for their drivers, and RTA was confident that they would fill their available housing. Commissioner Puckett Daniels also reported on the progress of the new transit center proposed to be located by the community rec center. She noted that the location was chosen for its proximity to WCU students and essential services, and that possibly moving the soccer fields to the elementary school campus would help to address parking issues as well.
2. Continued meetings with a group of stakeholders looking at Crystal River protection. Commissioner Puckett Daniels informed the Board that press releases for the group had been sent out the week before to all the newspapers in the Carbondale-Aspen area, as well as on our side of the mountains, announcing that there will be a community summit held at the Marble Firehouse on April 27th from 5-8pm. She expressed her hope that Commissioner Houck would still be able to attend, and noted that there seemed to be a lot of interest from Marble residents. She advised the summit would be

an in-person only meeting, and online interest forms were available for those wanting to participate at several levels.

3. Sustainable Tourism and Outdoor Recreation (STOR) Committee update. Commissioner Puckett Daniels let the Board know that they were at the end of their strategic planning efforts, with one more round of approve yet to come. Four main goals for the next two years will center around: 1) promoting a sustainable, resilient community; 2) reviving a communications committee to focus on public education and stewardship messaging; 3) continued support of state and federal land managers through advocacy and funding; and; 4) putting in infrastructure that will allow charging fees for certain infrastructure on the national forests. She noted that the overarching goal that STOR has articulated is to focus recreational development close to population centers with transit connections so that conservation of the outlying lands for wildlife, ranching, and other needs.
4. Added at the end of Commissioner Items. Commissioner Puckett Daniels reported that she had misspoke at the last meeting when she had said the Gunnison Valley Regional Housing Authority had gone under contract with the seller of Frontier Land Mobile Home Park. She advised that at that time they had only signed a letter of intent. However, at the time of this meeting, she stated that they had since entered into a contract to purchase, with a long period of time built in, for scoping out what funding might look like. Commissioner Puckett Daniels further outlined that they have partnered with the City and also hired specialized staff to aid in exploring options and developing a scope of work. The City of Gunnison has given matching funds in an application for DOLA funding, but they have not yet received that funding.

Commissioner Houck

1. Meeting this week with the BLM regarding the Resource Management Plan Amendment (RMPA) for Gunnison Sage-grouse. Commissioner Houck stated that he was hoping to see a draft out soon.
2. Meeting with Forest Supervisor Chad Stewart in Montrose, regarding the Grand Mesa-Uncompahgre-Gunnison (GMUG) National Forest Plan Revisions. Commissioner Houck noted that this final draft seems to be "treading water" and he is hoping to get a full update. Based on the meeting, he advised that he would let them know if a future work session should be scheduled.
3. Participated along with ACM John Cattles in a meeting with former Governor John Ritter. Commissioner Houck explained that former Governor Ritter now is working out of CSU, and their focus is the identification of renewable energy opportunities. The meeting's goal was to gain a rural perspective of challenges and opportunities.
4. Legislative news. Commissioner Houck advised that there was a significant water bill coming, and he would be letting the others present have a draft to look over, as soon as he receives it. CA Hoyt added that he would be happy to help with this water legislation, and then listed several other stakeholders that could be contacted as a resource to better understand what our county's stance will be on this legislation.
5. Able to make the Marble meeting in person. Commissioner Houck let Commissioner Puckett Daniels know that he would be able to attend in person the community summit in Marble on April 27th.
6. Attended the Roundtable HB1177 meeting. Commissioner Houck advised that he would save his report for this meeting until the next work session's water updates.
7. Community meeting in early May. Commissioner Houck gave notice that a USFS community open house would be scheduled for early May, to allow members of the public a chance to gain more information on the Mt. Emmons land exchange. CA Hoyt added that there is still some survey work yet to be done, and it could still take some time due to this year's snowpack.

RECESS: Chairperson Houck recessed the meeting from 9:32 am until 10:08 am, in order to hold the below executive session.

EXECUTIVE SESSION, PURSUANT TO PURSUANT TO C.R.S. SEC. 24-6-402(4)(B) CONFERENCE WITH THE COUNTY ATTORNEY, DEPUTY COUNTY ATTORNEY OR ASSISTANT COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE RELATED TO LAND JACK LLC V. CLARK, GUNNISON COUNTY DISTRICT COURT NO. 2023CV30011: Chairperson Houck **moved** to go into Executive Session, pursuant to C.R.S. sec. 24-6-402(4)(b) conference with the County Attorney, Deputy County Attorney and/or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice related to Land Jack LLC v. Clark, Gunnison County District Court No. 2023CV30011. The participants in the Executive Session would be Commissioner Houck, Commissioner Smith, Commissioner Puckett Daniels, County Manager Matthew Birnie, County Attorney Matthew Hoyt, and Assistant County Attorney Sammy Obaid. Because any discussion in the executive session would be protected by attorney-client privilege, no contemporaneous record of the meeting would be kept. No decision would be made in the meeting and anything they decide would be announced or discussed in a public forum. Commissioner Puckett Daniels seconded. Motion carried unanimously.

The Board went into executive session at 9:33 am. The executive session was held in the BOCC Boardroom, and no contemporaneous records were kept. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S, §24-6-402(4). This specific session was conducted as per §24-6-402 (4)(b).*

Attorney Statement Regarding Executive Session

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

Date: _____

_____
Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____

_____
Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

At 10:08 am, it was **moved** by Chairperson Houck to come out of executive session, affirming that the participants in the executive session remained consistent with those read into the record, and that they did stay on topic. Commissioner Smith seconded the motion. Motion carried unanimously.

Chairperson Houck then thanked CA Hoyt and ACA Obaid, and gave direction to the County Attorney's Office to defend the litigation as necessary, and offered the County Attorney the authority to resolve that, keeping in mind a fidelity to Gunnison County's land use standards and regulations as the County Attorney's Office moves forward with defending or resolving this litigation.

ADJOURN: Chairperson Houck adjourned the Gunnison County Board of County Commissioners regular meeting at 10:09 am.

_____
Jonathan Houck, Chairperson

_____
Liz Smith, Vice-Chairperson

_____
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

_____
Melanie Bollig, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Transunion Subscriber Agreement for TRADS Services

Action Requested: County Manager Signature

Parties to the Agreement: Transunion and Gunnison Sheriff's Office

Term Begins: 02/09/23 **Term Ends:** **Grant Contract #:**

Summary:

Agreement for services for law enforcement data base searches to be used for investigative purposes.

Fiscal Impact: $1800 annually

Submitted by: Josh Ashe **Submitter's Email Address:** JASHE@GUNNISONCOUNTY.ORG

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 2/1/2023

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

Comments:
After negotiations, Transunion agreed to additional language inserted into their form contract indemnifying the County.
Legally sufficient SO 4/7/23.

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 4/7/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/12/2023

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

Agenda Date: 4/18/2023

Revised April 2015

DocuSign Envelope ID: CC04FD67-46D0-4255-B97D-8FBDC4FC3608

TransUnion

SUBSCRIBER AGREEMENT FOR TRADS SERVICES

(for Public Sector Subscriber)

Full Legal Name of Agency or Department (the "Subscriber")	Gunnison County Sheriff's Office
Physical Address:	510 W. Bidwell Ave., Gunnison, CO 81230

THIS SUBSCRIBER AGREEMENT FOR TRADS SERVICES (for Public Sector Subscriber) (the "Agreement") is entered into as of the date indicated below by and between the above-identified Subscriber and TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") effective as of the later of the date on which Subscriber has undergone and satisfactorily completed TRADS' subscriber credentialing with an approval disposition and is issued user credentials or the date indicated below (the "Effective Date").

1. Subscriber understands and agrees that TRADS offers public record and proprietary information services and other products and services (the "TRADS Services") that may contain sensitive information that is governed by applicable state and federal laws, including, but not limited to, the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) ("GLBA") and the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) ("DPPA"), all of with which Subscriber certifies to comply.

2. TRADS is not a "consumer reporting agency," and the TRADS Services do not constitute "consumer report(s)," as these terms are defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA"). Accordingly, the TRADS Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment, or for any other purpose contemplated by the FCRA.

3. TRADS may make a reasonable number of TRADS Services available to Subscriber on a trial basis free of charge until the earlier to occur of: (i) reaching 300 transactions or seven (7) calendar days from the commencement of such free trial, unless otherwise agreed to by TRADS in writing (which may be by means of an email to the primary account administrator); or (ii) the start date of purchased TRADS Services ordered by Subscriber. Subscriber's access to the TRADS Services during any such free trial shall be subject to all terms of this Subscriber Agreement and the Terms and Conditions. After the expiration of a free trial, if any, Subscriber agrees to pay TRADS all applicable fees and charges for the TRADS Services accessed, including taxes, duties and other charges imposed by any governmental entity for the TRADS Services provided under this Agreement within twenty (20) days of the date of each invoice.

4. Unless provided otherwise in a pricing supplement to this Agreement, either party may terminate this Agreement at any time for any reason upon notice to the other party.

5. The online Additional Terms and Conditions located at https://www.tlo.com/ps-terms-conditions (the "Terms and Conditions") are incorporated herein by reference. This Agreement, which includes the incorporated Terms and Conditions and any attachments hereto, constitutes the entire agreement between the parties, and supersedes and replaces all previous agreements and understandings, whether oral or written, express or implied, with respect to the subject matter of this Agreement.

AUTHORIZATION AND ACCEPTANCE OF TERMS

Subscriber agrees to be bound by this Agreement and agrees to pay all fees and charges according to the Terms and Conditions. The undersigned hereby certifies their authority to execute this Agreement on behalf of the Subscriber and that the statements provided in this Agreement are true and correct.

Authorized Signature:	**Date:**
Print Name of Authorized Signer:	**Title:**

ADDITIONAL PROVISIONS:

1. This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement.
2. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.
3. TRADS 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 TRADS or its employees, subcontractors or agents in connection with this Agreement.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
TransUnion Risk and Alternative Data Solutions, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. Box 209047

Requester's name and address (optional)

6 City, state, and ZIP code
Dallas, TX 75320

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
4	6	–	3	9	0	1	6	8	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► [signature] Date ► 01/05/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

TransUnion

SUBSCRIBER AGREEMENT FOR TRADS SERVICES

(for Public Sector Subscriber)

Full Legal Name of Agency or Department (the "Subscriber")	Gunnison County Sheriff's Office
Physical Address:	510 W. Bidwell Ave. Gunnison, CO 81230

THIS SUBSCRIBER AGREEMENT FOR TRADS SERVICES (for Public Sector Subscriber) (the "Agreement") is entered into as of the date indicated below by and between the above-identified Subscriber and TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") effective as of the later of the date on which Subscriber has undergone and satisfactorily completed TRADS' subscriber credentialing with an approval disposition and is issued user credentials or the date indicated below (the "Effective Date").

1. Subscriber understands and agrees that TRADS offers public record and proprietary information services and other products and services (the "TRADS Services") that may contain sensitive information that is governed by applicable state and federal laws, including, but not limited to, the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) ("GLBA") and the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) ("DPPA"), all of with which Subscriber certifies to comply.

2. TRADS is not a "consumer reporting agency," and the TRADS Services do not constitute "consumer report(s)," as these terms are defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA"). Accordingly, the TRADS Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment, or for any other purpose contemplated by the FCRA.

3. TRADS may make a reasonable number of TRADS Services available to Subscriber on a trial basis free of charge until the earlier to occur of: (i) reaching 300 transactions or seven (7) calendar days from the commencement of such free trial, unless otherwise agreed to by TRADS in writing (which may be by means of an email to the primary account administrator); or (ii) the start date of purchased TRADS Services ordered by Subscriber. Subscriber's access to the TRADS Services during any such free trial shall be subject to all terms of this Subscriber Agreement and the Terms and Conditions. After the expiration of a free trial, if any, Subscriber agrees to pay TRADS all applicable fees and charges for the TRADS Services accessed, including taxes, duties and other charges imposed by any governmental entity for the TRADS Services provided under this Agreement within twenty (20) days of the date of each invoice.

4. Unless provided otherwise in a pricing supplement to this Agreement, either party may terminate this Agreement at any time for any reason upon notice to the other party.

5. The online Additional Terms and Conditions located at https://www.tlo.com/ps-terms-conditions (the "Terms and Conditions") are incorporated herein by reference. This Agreement, which includes the incorporated Terms and Conditions and any attachments hereto, constitutes the entire agreement between the parties, and supersedes and replaces all previous agreements and understandings, whether oral or written, express or implied, with respect to the subject matter of this Agreement.

AUTHORIZATION AND ACCEPTANCE OF TERMS

Subscriber agrees to be bound by this Agreement and agrees to pay all fees and charges according to the Terms and Conditions. The undersigned hereby certifies their authority to execute this Agreement on behalf of the Subscriber and that the statements provided in this Agreement are true and correct.

Authorized Signature:	DocuSigned by: Josh Ashe 08F643599B394D1...	**Date:**	1/24/2023
Print Name of Authorized Signer:	Josh Ashe	**Title:**	Undersheriff

Subscriber Agreement Additional Terms and Conditions for Public Sector Subscribers

General Terms & Conditions

These Terms and Conditions are applicable to public sector Subscribers and are incorporated by reference into such public sector Subscriber's Subscriber Agreement with TRADS. Failure to abide by the terms of the Agreement may result in immediate suspension and/or termination of your access to and use of the TRADS Services, in TRADS' sole discretion.

1. Restricted License

TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") grants to Subscriber and the persons that Subscriber permits to access the TRADS Services, as well as, where applicable, persons permitted access by such persons ("Permitted Users") a restricted personal, non-exclusive, non-transferable, non-sublicenseable, revocable license to obtain and use the TRADS Services and the information derived from the TRADS Services ("Services Information"). Subscriber agrees its and its Permitted Users' use of the TRADS Services and Services Information will comply with the Subscriber Agreement, these Terms and Conditions, and all applicable laws, rules, regulations and regulatory directives. The terms "Subscriber" and "TRADS Services" as used herein are defined in the underlying Subscriber Agreement.

Upon termination of the Subscriber Agreement, Subscriber shall immediately cease use of the TRADS Services and Services Information and promptly (no later than within 3 business days) return to TRADS or purge and destroy the Services Information taking measures in accordance with industry standards to protect against unauthorized access to or use of the Services Information, including, but not limited to, purge and destruction being undertaken in a manner that renders same completely non-reconstructible, unusable, and undecipherable. Upon request, Subscriber shall certify in writing to TRADS that such purge and destruction has occurred. Subscriber recognizes that TRADS will suffer irreparable harm, and that monetary damages may be incalculable and/or inadequate in the event that Subscriber retains Services Information in breach of this Agreement, and therefore, TRADS may seek injunctive relief, in addition to any and all other relief which may be available at law or at equity.

2. Fees and Payment

Subscriber agrees to pay all charges and fees applicable to the TRADS Services, as agreed upon between the parties in writing or, if no written pricing agreement exists, TRADS' then-current fees and charges. All written pricing agreements and schedules are deemed incorporated herein by reference. For any past due amounts, and without limiting any of TRADS' available remedies for non-payment or late payment of invoices, invoices not timely paid may be subject to interest penalties of one and one-half percent (1.5%) per month (18% per year) or the maximum allowed by law, whichever is less. Any delinquent Subscriber account may result in TRADS reporting to Dun & Bradstreet or other business credit reporting agencies.

By providing payment information online and/or directly to TRADS, Subscriber authorizes TRADS to charge credit card or other account designated for such purpose ("Payment Source") in accordance with any and all payment terms set forth in the written pricing agreement between the parties.

3. Review

Subscriber understands and agrees that, TRADS, including its parents, affiliates and subsidiaries may request information of Subscriber and its Permitted Users and/or perform initial and periodic on-site audits, in each case for the purpose of investigating

and confirming that Subscriber and its Permitted Users intend to use the TRADS Services for a permitted use and that Subscriber and its Permitted Users are acting in accordance with the Subscriber Agreement and applicable law.

Subscriber shall promptly comply (and cause its Permitted Users to comply) with any requests for information, and understands and agrees that, upon reasonable notice, TRADS, including its parents, affiliates and subsidiaries, may conduct on-site audits of Subscriber and its processes and procedures related to Subscriber's and its Permitted Users' use, storage, and disposal of TRADS Services and Services Information. Subscriber shall fully cooperate with such reviews and audits and shall cause its Permitted Users to do the same. Notwithstanding the foregoing, Subscriber reserves all available rights to withhold documents that are properly classified as confidential, attorney-client privileged, or attorney work product. TRADS reserves all rights to respond to/redress a violations discovered in a review by filing a claim or through seeking/assessing other available remedies, as permitted by the parties' written agreement or otherwise available as a matter of law.

4. Gramm-Leach-Bliley Act ("GLBA") Data

If Subscriber or one of its Permitted Users receives TRADS Services subject to GLBA, Subscriber hereby certifies that the specific purpose(s) for which such Services Information used is one or more of the following uses as described in, and as may be interpreted from time to time, by competent legislative, regulatory or judicial authority, and as being encompassed by Section (6802)(e) of the GLBA and the United States Federal Trade Commission rules promulgated thereunder:

- As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer;
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
- For required institutional risk control, or for resolving consumer disputes or inquiries;
- For use solely in conjunction with a legal or beneficial interest held by Subscriber and relating to the consumer;
- For use solely in Subscriber's fiduciary or representative capacity on behalf of, and with the implied or express consent of, the consumer;
- To the extent specifically permitted or required under laws other than the GLBA, and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, to self-regulatory organizations, or for an investigation on a matter related to public safety; or
- To comply with federal, state, or local laws, rules, and other applicable legal requirements.

5. Drivers Privacy Protection Act ("DPPA") Data

If Subscriber or one of its Permitted Users receives Services Information subject to DPPA, Subscriber hereby certifies that use such Services Information will only be used for one of the following permitted uses under the DPPA:

- Use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out that agency's functions.
- Use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and, if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
- Use in connection with any civil, criminal, administrative, or arbitral proceeding, in any federal, state, or local court or agency, or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
- Use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating, or underwriting.

- Use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49, U.S. Code.
- Use by any licensed private investigative agency or licensed security service for any purpose described above.

6. Fair Credit Reporting Act

TRADS is not a "consumer reporting agency," as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") and TRADS Services do not constitute a "consumer report," as defined by FCRA and shall not be subject to the FCRA requirements relating to disputes, access, accuracy or otherwise. Services Information may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other purpose contemplated by the FCRA.

If Subscriber or one of its Permitted Users is using TRADS Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third party, Subscriber or its permitted user shall not use TRADS Services to do the following:

- Revoke consumer credit.
- Accelerate consumer payment terms or otherwise change such terms in a manner adverse to a consumer.

Subscriber shall not take (and shall cause its Permitted Users not to take) any "adverse action," as defined in the FCRA, or otherwise act in a manner that is contrary to a consumer's interest unless the basis for doing so is information Subscriber obtains from a source other than TRADS Services.

7. Limited Access Death Master File (LADMF) Data

Certain data provided by TRADS as part of TRADS Services may include information obtained from the Limited Access Death Master File ("LADMF") made available by the US Department of Commerce National Technical Information Service (NTIS) and subject to regulations found at 15 CFR Part 1110. All TRADS subscribers are required to comply with all applicable laws and, if Subscriber is granted access to LADMF data, Subscriber and its Permitted Users certifies compliance with 15 CFR 1110. Subscriber's failure to comply with 15 CFR Part 1110 may subject Subscriber to penalties under 15 CFR 1110.200 of $1,000 for each disclosure or use, up to a maximum of $250,000 in penalties per calendar year.

8. Real-time Phone Carrier Search

If Subscriber or one of its Permitted Users receives TRADS' Real-time Phone Carrier Search product as part of the TRADS Services, access to and use of such product shall also be subject the following additional terms and conditions:

Subscriber and its Permitted Users are solely responsible for compliance with all "Do Not Call" or similar laws or regulations in connection with use of the Real-time Phone Carrier Search product or information obtained therefrom.

Subscriber and its Permitted Users shall use the Real-time Phone Carrier Search product or information obtained therefrom in compliance with the Direct Marketing Association's Privacy Promise and other applicable industry standards.

Subscriber shall not (and Subscriber shall cause its Permitted Users not to): (i) use the Real-time Phone Carrier Search product or information obtained therefrom in any way that may violate rights of publicity or privacy of any individual whose personally identifiable data is retrieved; (ii) use the Real-time Phone Carrier Search product or information obtained therefrom if Subscriber is a telephone solicitor doing business in Massachusetts or Connecticut and using the data provided by TRADS exclusively for the initiation of a telephone call or message to encourage the purchase or rental of, or investment in, property, goods or services, that is transmitted to a consumer; or (iii) violate applicable laws or governmental regulations, including, without limitation, "do not call" legislation, consumer protection, securities, child pornography, obscenity, data privacy, data transfer and communications laws, export laws, or any other applicable international, federal, state or local laws or regulations.

9. Real-time Incarceration and Arrest Search

If Subscriber or one of its Permitted Users receives TRADS' Real-time Incarceration and Arrest Search product as part of the TRADS Services, such search and the information obtained therefrom is to be used for investigative purposes, including collections, skip tracing, and corporate due diligence purposes, and may not be used for program integrity (that is, integrity of public assistance programs to detect and deter fraud, waste and/or abuse and confirm compliance with applicable law) or for regulatory licensing purposes, without the prior written consent of TRADS.

10. Indemnity; Disclaimer of Warranties; Limitation of Liabilities

Subscriber shall indemnify TRADS and its officers, directors and employees, from and against any third party's claims, suits, damages, and losses arising out of or in connection with (i) Subscriber's and its Permitted Users' use of TRADS Services or any information derived therefrom, (ii) Subscriber's and its Permitted Users' violation of any applicable federal, state or local law, regulation, rule, ordinance or judicial or administrative ruling; and (iii) Subscriber's and its Permitted Users breach of this Agreement. TRADS may, at its election and expense, be represented by counsel of its choice and be present at all associated proceedings. Subscriber may not settle or consent to the entry of any judgment that admits or imposes any fault, wrongdoing or liability on the part of TRADS or imposes damages upon TRADS without the prior written consent of TRADS, which shall not be unreasonably withheld, conditioned or delayed.

Notwithstanding the immediately preceding paragraph, the parties understand and agree that Subscriber, as a governmental entity, is not permitted to provide indemnity if providing indemnity: (a) violates a law or regulation applicable to Subscriber as a government entity; (b) usurps powers delegated to a legislative body; or (c) results in expenditures in advance of or in excess of appropriations. Correspondingly, the preceding paragraph shall not apply to Subscriber, as a governmental entity, if and to the extent that Subscriber, as a governmental entity, is not able to provide indemnity for one or more of the above-stated reasons.

The TRADS Services are provided "as-is," with no warranties of any kind, whether express, implied in fact or by operation of law, or statutory, including without limitation, those as to quality, non-infringement, accuracy, completeness, timeliness, or recentness, and those warranties that might be implied from a course of performance or dealing or trade usage and warranties of merchantability and fitness for a particular purpose.

TRADS reserves the right to add new features and/or data sources to the TRADS Services as well as discontinue existing features and/or data sources from time to time, without notice and in its sole discretion. TRADS may not be the source of the data within the TRADS Services, nor is TRADS a comprehensive source of that data. TRADS may also limit or impose restrictions and/or prohibitions on Subscriber's use of some or all of TRADS Services resulting from a modification to a TRADS policy, a modification to a third-party agreement, change in industry standards, security incident, or change in law, rule, or regulation.

TRADS and its representatives, including parents, subsidiaries, and affiliates, shall not be liable to Subscriber or other third parties for, and Subscriber agrees that it and its Permitted Users will not sue for, any claim relating to TRADS' procuring, compiling, collecting, interpreting, reporting, communicating, or delivering TRADS Services.

TRADS' ENTIRE AGGREGATE LIABILITY TO SUBSCRIBER UNDER THE SUBSCRIBER AGREEMENT IS LIMITED TO DIRECT DAMAGES NOT EXCEEDING THE FEE PAID BY SUBSCRIBER FOR THE TRADS SERVICES OBTAINED WHICH GIVE RISE TO ANY FIRST SUCH CLAIM.

IN NO EVENT SHALL TRADS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTY AND ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. Relationship

The parties are independent contractors. Nothing in this Subscriber Agreement or in the activities contemplated by the parties hereunder shall be deemed to create an agency, partnership, employment, outsourced servicer or joint venture relationship between the parties.

12. Modifications

Modifications to Subscriber Agreement are only binding upon TRADS if contained in a written amendment signed by authorized representatives of TRADS.

These Terms and Conditions are subject to change from time to time. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof which may be given by any reasonable means, including, but not limited to, posting such changes on the website. Accordingly, Subscriber should periodically review these Terms and Conditions. By continuing to enter the Website, Subscriber acknowledges and agrees that it shall be bound by any such modifications.

13. Subscriber Credentialing and Notification of Changes

Subscriber acknowledges and agrees that TRADS will grant Subscriber access the TRADS Services hereunder only if Subscriber meets, and continues to meet, TRADS' credentialing standards. Subscriber agrees to reasonably cooperate with TRADS' credentialing procedures, including, but not limited to, submittal of a completed application for access to the TRADS Services (the "Application"), a review of Subscriber's business records and information, and, as applicable, a physical inspection of Subscriber's business premises.

Subscriber shall notify TRADS immediately of any changes to the information on the Subscriber's Application. Notification of any changes shall be sent via email to accountupdate@tlo.com. Subscriber acknowledges that changes to the business location, classification or other material facts may be subject to re-credentialing by TRADS. TRADS reserves the right to terminate the license to use TRADS Services without further notice, including, upon TRADS' notice of any change in Subscriber's status, which change, in TRADS sole discretion, would cause the Subscriber not to meet, or to no longer meet, TRADS' credentialing standards, or to be unable to comply with Subscriber's obligations under the Agreement.

14. Confidentiality; Reservation of Rights

Subscriber shall (and cause its Permitted Users to) hold in confidence and shall (and shall cause its Permitted Users to) not disclose, in whole or in part, information relating to TRADS' business, including, without limitation, products, services, systems, processes, pricing, data sources, test results, and other TRADS technical and financial information, including the terms of the Subscriber Agreement, as well as TRADS Services and information derived from the TRADS Services ("Services Information"), and any analyses, compilations and reports derived from any of the foregoing. Notwithstanding the foregoing in this paragraph, Subscriber shall be permitted to take actions as required to comply with public records laws applicable to Subscriber as a governmental entity, provided, however, TRADS' trade secret information and the Services Information (as same may be personally identifiable information subject to protection under applicable law, such as the GLBA or DPPA) is to be excluded from disclosure. If legally permissible, Subscriber shall provide TRADS with prompt, written notice of any public records request submitted as well as Subscriber's proposed response to the same, so as to permit TRADS to claim any objection to public records disclosures that is permitted by and consistent with the public records law at issue.

TRADS and Subscriber acknowledge that they each may have access to confidential information of the disclosing party relating to the disclosing party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions, schematics, trade secrets, and other information (whether written or oral), and in the case of Services Information, product information, pricing information, product development plans, forecasts, the TRADS Services, and other business information ("Confidential Information"). Confidential Information shall not include information that: (i) was known to the receiving party, as demonstrated through its written records, prior to the time of receipt under the Subscriber Agreement and these Terms and Conditions; (ii) is or becomes public or

available to the general public (through no improper action or inaction by the receiving party); (iii) was independently developed without use of any Confidential Information of the disclosing party by employees of the receiving party who have had no access to such Confidential Information; or (iv) was lawfully disclosed to the receiving party by a third-party and received in good faith and without any duty of confidentiality by the receiving party or the third-party. Each receiving party agrees not to disclose any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care.

Notwithstanding the foregoing, the receiving party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the receiving party shall give the disclosing party prompt written notice of such subpoena, court order or other governmental authority so as to allow the disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

Each party's obligations with respect to Confidential Information shall continue for the term of the Subscriber Agreement and Terms and Conditions and for a period of five (5) years thereafter, provided however, that with respect to trade secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a trade secret. In the event that a receiving party has or acquires actual knowledge of any breach of the confidentiality of, or the misappropriation of, any Confidential Information received under this Agreement, such party shall promptly give notice thereof to the other party.

Neither party shall issue any news releases, advertising or promotional releases relating to this Agreement without the prior written approval of the other party. Such approval shall not be unreasonably withheld. Prior to responding to any inquiry, that either party receives from news media concerning this Agreement, the parties shall coordinate their responses with each other.

Subscriber acknowledges that TRADS has expended considerable time, effort and funds to create, compile and generate the TRADS Services and Services Information. Except for the limited access and use rights granted in the Subscriber Agreement, TRADS and its data sources retain all respective rights, titles and interests in the TRADS Services and Services Information, and Subscriber is not granted any ownership rights or title thereto, whether by estoppel or otherwise. Subscriber shall not (and shall cause its Permitted Users not to) use the TRADS Services or Services Information in any way that may infringe any copyright or other proprietary interests of TRADS or a third party. TRADS shall be permitted to retain Subscriber's search inquiry data used to access the TRADS Services for TRADS' then-current record retention period.

Each party acknowledges that any breach of any of its obligations with respect to confidentiality or use of Confidential Information hereunder is likely to cause or threaten irreparable harm to the other party. The parties therefore agree that in the event of such breach by either party, the other party shall be entitled to seek equitable relief to protect its interests, including but not limited to preliminary and permanent injunctive relief, without the necessity of proving any actual damages sustained by the disclosing party. Moreover, any such award of relief to the discloser of such Confidential Information shall include recovery of all actual and reasonable costs associated with enforcement of this Agreement. The parties hereto acknowledge their respective obligations to control access to technical information and material under the U.S. Export Laws and Regulations and agree to adhere to such Laws and Regulations with regard to any technical information and material received under this Agreement.

15. Access, Use and Security Requirements

TRADS Services may only be accessed from within the United States. TRADS reserves the right to immediately suspend or terminate the TRADS Services if Subscriber or one of its Permitted Users accesses TRADS Services or Services Information from outside of the United States.

TRADS reserves the right, in its sole discretion, to determine, at a frequency in its sole discretion, the equipment or software required to access the TRADS Services. By way of example and not limitation, requiring that certain web browsers be used for online access

to the TRADS Services.

Subscriber and its Permitted Users shall use TRADS Services and Services Information for their exclusive one-time use. Subscriber may not identify TRADS as the source of the Services Information, and the TRADS Services may not be delivered or resold to or filed with third parties. Subscriber shall not, directly or indirectly, use, reproduce, re-transmit, re-publish, resell, license, sublicense, reverse engineer, derive other work from, or transfer TRADS Services, Services Information, and/or any information derived from either, for any purpose other than as expressly permitted in this Agreement.

Subscriber shall not use the TRADS Services and/or Services Information for marketing purposes without the prior written consent of TRADS.

Subscriber shall not use the TRADS Services and/or Services Information for any impermissible purpose, including, but not limited to, using the TRADS Services and/or Services Information to impermissibly discriminate against or track, monitor, or otherwise target a person based upon race, color, ethnicity, national origin, religion, gender, sexual orientation, handicap, or familial status, including, but not limited to, impermissibly tracking, monitoring, or otherwise targeting a person because they engaged in lawful protests, demonstrations and/or public gatherings.

Subscriber must (and, as applicable, must ensure that its Permitted Users): (i) not disclose its TRADS ID(s) and TRADS password(s) to anyone other than its Permitted Users, even if such individuals claim to be employees of TRADS; (ii) secure all devices used to access TRADS Services as well as all hard copies and electronic files of Services Information to prevent unauthorized access; (iii) permanently destroy all hard copies and electronic files of Services Information when no longer needed and when applicable regulation(s) permit destruction; (iv) have their workstations configured to automatically lock after 15 minutes of inactivity, or set online timeout settings for any TRADS Services (including, without limitation, TLOxp®) session to no more than 15 minutes; and (v) not access and/or use the TRADS Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by TRADS. Any password / TRADS ID issued to a Subscriber is personal and confidential to the Subscriber. If TRADS suspects that any such password / ID is being used by an unauthorized user or a different authorized user to the person to whom it was issued, that password / ID may be cancelled and Subscriber may be liable for additional charges, in accordance with TRADS' then current pricing for the applicable TRADS Services, in respect of any such unauthorized use.

Subscriber and its Permitted Users are authorized to access the TRADS Services and in no event will Subscribers' or its Permitted Users' use of the TRADS Services be considered unauthorized so long as TRADS has not suspended or terminated the TRADS Services with respect to Subscriber. Subscriber's and its Permitted Users' use of the Services Information must comply with the terms of this Agreement. In the event that Subscriber designates Permitted Users in a way that is inconsistent with its Subscriber Agreement or Pricing Supplement or Subscribers' Permitted Users use the TRADS Services for purposes other than Subscribers' internal business purposes, TRADS reserves the right to immediately suspend or terminate Subscriber's account.

Subscriber represents and warrants that it will conduct, or has conducted, the appropriate level of background screening, including but not limited to, criminal history screening, OFAC verification, and drug testing (where permitted by applicable law), on its Permitted Users prior to access to TRADS Services being granted to its Permitted Users. Subscriber agrees to retain documentation which validates the appropriate level of screening requirements has been completed and allow TRADS to review such documentation upon request. Subscriber further agrees to maintain and follow a written procedure for how it will comply with the screening and permitted user. If the permitted user satisfies the appropriate screening requirements prior to being given access to TRADS Services, but Subscriber subsequently becomes aware of any information that would result in a permitted user failing the appropriate screening requirements, Subscriber shall immediately remove the permitted user's access to TRADS Services.

Subscriber represents and warrants it has the right and/or authorization to provide and/or make available any and all inquiry data and/or input data, including, but not limited to, data obtained from third parties, to TRADS for its use in providing the TRADS Services hereunder.

Subscriber agrees to be responsible for all access to and use of the TRADS Services and Services Information by TRADS IDs created by or on behalf of Subscriber or its Permitted Users, whether Subscriber authorized such use or not. Subscriber agrees to ensure all use

of the TRADS Services and Services Information by TRADS IDs created by or on behalf of Subscriber or permitted user complies with these online Terms and Conditions, the Subscriber Agreement and applicable law.

Subscriber further agrees to designate, and to provide TRADS with identification information for, a primary account administrator for its account to ensure compliance with this Agreement by all Permitted Users. Specifically, the primary account administrator is responsible for: (i) allowing only appropriate individuals to obtain TRADS Services in compliance with this Agreement; (ii) monitoring appropriate use of TRADS Services by the Subscriber and its Permitted Users; (iii) maintaining accurate records of all current Permitted Users with access to TRADS Services, and all former permitted users who have ever accessed them; (iv) issuing guidelines for the appropriate use of TRADS Services by its Permitted Users; (v) ensuring that each of its Permitted Users is accessing TRADS Services with only his or her own individually-assigned username and password; and (vi) terminating access when a permitted user's access is no longer necessary or a permitted user or is suspected of improper use of TRADS Services. Subscriber will employ appropriate policies and procedures to control access and security of usernames, passwords, and terminal access for TRADS Services. Subscriber will promptly (but in no event later than within twenty-four hours of the occurrence) notify TRADS at SecurityIncident@TransUnion.com of any breach of security involving the TRADS Services.

Subscriber will: (i) limit access to TRADS Services to only to its Permitted Users in connection with the duties and obligations under this Agreement; (ii) advise individuals having access to TRADS Services of the proprietary and confidential nature thereof and of the obligations set forth in the Subscriber Agreement; (iii) safeguard the Services Information using reasonable and appropriate administrative, technical, and physical security safeguards; (iv) track and monitor its access to TRADS Services; (v) prevent any use not in conformance with this Agreement; (vi) maintain records sufficient to demonstrate compliance with its obligations under this Agreement; and (vii) in addition to the obligations set forth herein, Subscriber shall take all commercially reasonable measures to prevent unauthorized access to, or use of, TRADS Services or Services Information by any person or entity.

In the event Subscriber will utilize a third party ("Third Party Provider") for the purpose of accessing and/or transmitting requests for, receiving, hosting, or otherwise performing processing of any kind related to Subscriber's access to and/or use of the TRADS Services and/or Services Information, such as, for example, but not limited to, an application services provider, platform provider, systems interface provider, or internet or hosting services provider, Subscriber shall ensure it has first entered into an agreement with such Third Party Provider prohibiting such Third Party Provider's use of, and/or access to, the TRADS Services and Services Information for any purpose other than to the extent necessary to provide such Third Party Provider's services to Subscriber. Subscriber shall ensure its Third Party Provider complies with TRADS' technical specifications and access and security requirements, as same are updated from time to time. If, and when, using a Third Party Provider to access (such as, for example, and not limited to, a third party link to the TRADS Services), transmit requests for, or receive the TRADS Services and/or Services Information, Subscriber authorizes such Third Party Provider to act on Subscriber's behalf as a third-party intermediary, including, as applicable, transmittal to TRADS of Subscriber's user credentials and other required authentication information. Certain features and/or functionality and searches and/or reports may not be available to Subscriber within the TRADS Services when accessing the TRADS Services via a third party platform, application or interface. TRADS is not responsible for errors in configuration, authentication, and/or provisioning by any Third Party Provider used by Subscriber.

Subscriber shall be solely liable for any of its, Permitted Users', or Third Party Provider's actions or omissions, including, but not limited to, any misappropriation or other compromise of TRADS ID's and/or passwords, any misappropriation and/or unauthorized disclosure of TRADS Services and/or Services Information, any security/data breaches (as defined by applicable law), or any misuse of the TRADS Services and/or Services Information in violation of this Agreement or applicable law.

Subscriber shall fully cooperate with TRADS in mitigating any damages due to any misappropriation or unauthorized use or disclosure of any TRADS Services or Services Information. Such cooperation shall include, but not necessarily be limited to, allowing TRADS to participate in the investigation of the cause and extent of such misappropriation and/or unauthorized use or disclosure. Such cooperation shall not relieve Subscriber of any liability it may have as a result of such a misappropriation and/or unauthorized use or disclosure. Subscriber agrees, that to the extent any such unauthorized use, unauthorized disclosure, misappropriation, or other event is due to Subscriber's (including, without

limitation, its employee's, Permitted Users' or Third Party Provider's) negligence, intentional wrongful conduct, or breach of this Agreement, Subscriber shall be responsible for any required consumer, public and/or other notifications, and all costs associated therewith; provided however, that other than except to the extent required to comply with applicable law, Subscriber shall make no public notification, including but not limited to press releases or consumer notifications, of the potential or actual occurrence of such misappropriation and/or unauthorized disclosure without TRADS' prior written consent, and, with respect to any such notifications required by law, Subscriber shall not use any TRADS trade name, trademark, service mark, logo, in any such notifications without the prior written approval of TRADS.

Furthermore, Subscriber understands and agrees that its Permitted Users and/or Third Party Providers contractors shall not be entitled as a third-party beneficiary or otherwise, to take any action or have any recourse against TRADS in respect of any claim based upon any actual or alleged failure to perform under this Agreement.

16. Conflict

If there is a conflict between the terms of the documents constituting the Agreement, the order of precedence is as follows, unless expressly agreed otherwise by TRADS and Subscriber: Pricing Supplement, Terms and Conditions, then Subscriber Agreement.

To the extent that any TRADS Services rely upon or use information from any third-party sources, then those sources shall be intended third-party beneficiaries with all rights and privileges of TRADS. TRADS, and any such sources (as intended third-party beneficiaries), are entitled to enforce the Subscriber Agreement directly against Subscriber.

17. Governing Law

The Subscriber Agreement and these Terms and Conditions shall be governed by the laws of the State in which Subscriber's principal place of business is located, without reference to its choice of law rules or, if Subscriber is a U.S. federal government entity, then by U.S. federal laws.

18. Survival

All provisions in this Subscriber Agreement that relate to disclaimer of warranties, access and use of TRADS Services, audit, limitation of liability, indemnification, Subscriber's release of claims, confidentiality of TRADS information, and payment for TRADS Services, shall survive any termination of this Subscriber Agreement.

19. Assignment

The Subscriber Agreement and the license granted hereunder may not be assigned, transferred, or sublicensed by Subscriber, in whole or in part.

20. Severability

If any provision of the Subscriber Agreement, including these Terms and Conditions, is or becomes void or unenforceable by law, the other provisions shall remain valid and enforceable.

21. Injunctive Relief

Subscriber agrees that any breach by Subscriber of its Subscriber Agreement with TRADS may cause TRADS immediate and irreparable harm and that TRADS shall be entitled to seek injunctive relief in addition to any and all other remedies available at law or in equity.

Last Updated: 09 27, 2021

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Design Workshop;

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Design Workshop

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

Summary:

Design Workshop Contract for planning of CB to CB South multimodal trail.

Fiscal Impact: 178915

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 4/12/2023

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

Comments:
Legally sufficient. SO 4/11/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 4/11/2023 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/13/2023

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

Agenda Date: 4/18/2023

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the ___ day of _____, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and Design Workshop, whose address is 120 East Main Street, Aspen, CO., 81611 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").]

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on March 31, 2024, unless sooner terminated or replaced as provided herein.

3. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed one hundred seventy-eight thousand, nine hundred and fifteen and No/100 U. S. Dollars ($178,915.00). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

4. INSURANCE.

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

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

b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

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

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for any single claim; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00 (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve

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

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

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

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

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

5. INDEPENDENT CONTRACTOR.

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

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

6. INDEMNIFICATION.

Contractor agrees to indemnify and hold harmless Gunnison County, its Commissioners, agents and employees of and from claims, liens, demands, actions and causes of action (including reasonable attorney's and expert's fees and costs) to the extent caused by negligent acts, errors or omissions of Contractor or its employees, subcontractors or others for whom the Contractor is legally liable 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. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Contractor or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

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

7. 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.

8. IMMIGRATION COMPLIANCE CERTIFICATION.

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

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

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

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

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

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

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.

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

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

d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly

and legally bind Contractor to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

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

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

h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, Contractor shall complete the work as expeditiously as is consistent with the standard of care.

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.

11. DELEGATION AND ASSIGNMENT.

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

12. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be

entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

13. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of the Services shall become the sole and exclusive property of the County, and Contract agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights. Any use by the County of work products and materials generated by Contractor for other than their specific intended purpose under the Agreement shall be at the sole risk of County and without liability to Contractor.

14. REPRESENTATONS.

Contractor represents to the County as follows:

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

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

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

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

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

f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor will endeavor to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

15. 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.

16. NO THIRD-PARTY BENEFICIARY.

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

17. CONFLICT OF INTEREST.

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

18. FORCE MAJEURE.

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

either party may terminate this Agreement and both parties will be released from any further obligation to the other.

19. NOTICES.

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

Gunnison County:	County Manager Gunnison County 200 E. Virginia Gunnison, Colorado 81230 Phone: 970-641-0248
With a copy to:	Board of County Commissioners of the County of Gunnison, Colorado 200 E. Virginia Gunnison, Colorado 81230
Contractor:	Design Workshop 120 East Main Street Aspen, CO 81611

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.

20. 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.

21. COUNTERPARTS: ELECTRONIC TRANSMISSION.

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

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic

record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

22. ENTIRE AGREEMENT.

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

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

23. RECORDS.

Contractor shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Contractor shall be subject to financial audit by federal, state or county auditors or their designees. Contractor authorizes such audits and inspections of records during normal business hours, upon seventy-two (72) hours' notice to Contractor. Contractor shall fully cooperate during such audit or inspections.

24. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: Jessica Garrow
Jessica Garrow, AICP
Principal, Design Workshop

APPENDIX “A”

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Scope of work:

The following outlines the scope of work to meet the objectives in the Request for Proposals issued by Gunnison County. While the narrative is organized in a linear order, many tasks will be integrated in a concurrent manner as depicted in the project schedule. Work to be performed will be in collaboration with County staff, stakeholders, and consultant teams.

The scope of work to be performed by DESIGN WORKSHOP in connection with this agreement is as follows:

Phase 1: Project Visioning and Alignment

At the onset of the project launch, the Design Workshop team will form an understanding of existing conditions, which includes drawing upon the planning work that has occurred prior to this process; compiling and mapping spatial data within the immediate vicinity; collecting and summarizing the input of key stakeholders; understanding the goals of the project; and mapping and summarizing environmental and ecological conditions and limitations

Task 1.1: Project Kick-Off

The project will begin with a Strategic Kick Off (SKO) workshop with the consultant team and key County staff, to review the scope of work, identify County and stakeholder resources, and develop a preliminary understanding of the project principles, goals, and objectives. The SKO will take place in Crested Butte and will include a site visit.

To support the SKO and enhance day-to-day performance and project progress, drafts of the following will be developed in advance of the meeting and refined throughout
the meeting:

- Client Vision and Critical Success Factors (CSFs) – or those things that must happen for the project to be considered a success
- Work Plans and Tasks – organized into a project schedule that can be used for tracking
- Roles and Responsibilities – organized into a chart
- Communication Plan – to outline the method and schedule for communication and interaction
- Risk Management Plan – to frame potential issues and consider ways to work with or around those
- Quality Management Plan – to establish a review methodology to ensure the plan produced is of the highest level of quality
- Project Schedule – to establish a detailed schedule for deliverables and critical review deadlines

Every phase of the project will involve management from Design Workshop's Principal-in-Charge, Jessica Garrow, and Project Manager, Leah Stoltz. Direct communication will be provided through memorandums, regular phone calls, and emails throughout the entirety of the project. Given the complexity of this project, we propose bi-weekly team meetings for all team members critical to that week's discussion, including subconsultants. Additionally, a progress report detailing all tasks completed during each billing cycle will accompany all invoices.

Deliverables:

- Half day virtual Kick Off meeting with project team
- Detailed project work plan and schedule
- Internal project communication plan
- Project Management Plan (PMP), including:
    - Project Critical Success Factors (CSF): The features or results that must be accomplished for the client and essential stakeholders to consider the project a success.
    - Detailed Work Plan and Project Schedule: 6-12-month outlook of project phases and major milestones.
    - Project Risk Management Plan: Documents potential risks and/or changes during the project and offers solutions.
- Monthly / bi-weekly calls with Project Manager(s) (12 1-hour meetings included), including meeting agendas, notes with action items, and 60-day critical path milestone schedule once a month

Percentage complete project report by task and monthly invoices (once a month).

Task 1.2: Project Review and Land Analysis

Our team will review relevant planning documents and existing environmental conditions to inform our trail corridor development recommendations. Combining the consultant team's expertise in understanding regulatory and physical land constraints, we will complete a review of existing conditions for the trail corridor. This will include:

- Review existing planning documents and development plans related to the trail corridor
- Review zoning and land use development regulations
- Gather and consolidate spatial and environmental conditions data

It is critical that a survey be completed for the corridor. Given the timing of the RFP and the fast-approaching winter, it may not be possible to complete a survey before the snow flies. If a survey is not possible at this stage, we will utilize existing GIS mapping sources for this phase of work.

Using the information available, we will develop planning-level base maps and create a summary of opportunities and constraints. An Existing Conditions map will be developed to identify and locate all civil appurtenances and drainage features situated in the anticipated project limits. We will prepare an existing conditions map for elements to remain during construction and items that may need to be removed during construction. This information could be placed on the county's website to provide the community an opportunity to begin following the project.

Deliverables:

- Mapping and critical survey information, including:
- Verification of CDOT Right-Of-Way along Highway 135 and Overlay Adjoining Private Parcels for Trail Route Evaluation
- CDOT Monuments
- Drone Aerial Imagery (if applicable)

- Topographic Data and Planimetric of Highway Corridor
- Locate and Mark all Gas, Electric, Cable TV and Telephone Lines within the Highway R.O.W
- Mapping and document package of environmental and ecological existing conditions (10 pages)
- Summary memo of existing codes, zoning, and land use regulations

Task 1.3: Community Engagement Plan

The Design Workshop team will develop a Community Engagement Plan that includes description of engagement methods and goals, guidance on public outreach communication, and the preparation of a stakeholder analysis matrix. Discussion of the Engagement Plan will begin with the Strategic Kickoff, where we will work with County staff to define engagement goals to guide the process.

Deliverables:

- Community Engagement Plan, one draft and final formats provided in MS Word and PDF formats to be revised at each of the four project phases.
- Stakeholder analysis matrix template, provided in MS Excel format

Task 1.4: Stakeholder Engagement

This task provides key stakeholders an opportunity to provide feedback on the trail. Individual interviews or stakeholder roundtables will be held using an online Zoom format. These would include key landowners, land stewards and managers, CDOT representatives, and other technical stakeholders. This interview format will help us to understand any issues and opportunities from the individual or organizational perspective.

Deliverables:

- Agendas and meeting prep sheets including questions for facilitated discussion.
- One in person site visit/tour with up to six (6) one-hour individual or small group meetings with identified stakeholders.

Phase 2: Conceptual Trail Design

The conceptual design process will utilize the project review, land analysis, and site visit findings through an iterative process to produce a vision for the CB – CB South Multimodal Trail Corridor. Through the process, opportunities for trails and transit connections will be identified to formulate a cohesive system connecting Crested Butte to South Crested Butte, providing equitable and convenient access to all members of the community. This stage of work also focuses on gathering broader community input on potential design options.

Task 2.1: Initial Trail Alignment

Based on information gathered in Phase 1, the Design Workshop team will begin to create an initial trail alignment. This will identify potential locations and include two different high level alternatives. Each design alternative will incorporate careful historic, environmental, and cultural considerations, and will identify a conceptual trail alignment and crossings, site design features, and opportunities to connect to existing bus infrastructure.

Collins will review the initial trail alignments provided by Design Workshop in CAD. The review will include review of the trail plan and section improvements that will support the trail design. As part of the review, trail intersections, and drainage issues will be discussed. The plan review will indicate areas of concern, fatal flaws, and right-of-way/easement encumbrances.

Deliverables:

- Two (2) High-Level Concept graphic plans in color that include conceptual trail alignment and crossings, site design features, and general opportunities for connectivity.

Task: 2.2: Community Input

We will take the initial concept designs out to the community to gather their feedback. We propose an in-person open house for the general public, and an opportunity for focus groups or interviews with the initial round of stakeholders. The Design Workshop team will lead the in-person open house with support
from Collins.

Deliverables:

- Open House materials, including promotional materials, presentation materials, questionnaire gathering materials, keypad polling devices (if needed) and exhibits
- Attendance for two (2) two-hour Open Houses to be held on the same day
- Up to six (6) virtual follow up interviews and focus group meetings
- Summary of engagement results in a pdf document

Task 2.3: Trail Corridor Master Plan Alignment

Based on the community input in Task 2.2, the Design Workshop team will refine the plans and create a single trail alignment alternative. This alternative will be developed to 30% design. (Note that this step cannot be completed until the land survey by True North is completed)

The preliminary design plans will be developed to provide sufficient detail to establish a cost to complete and establish construction sequencing. In general, the 30% Preliminary Plans will include the following:

- Trail Preliminary Plans (30%)
- Trail Plans and Profiles
- Signage and Striping
- Accessible Grade Design – Vertical alignment of the trail will be evaluated for compliance with the Public Right-of-Way Accessibility Guidelines (PROWAG) and American Disabilities Act (ADA). Plans will show where additional grading maybe required outside of the ROW to comply with PROWAG and ADA guidelines.
- Drainage and Utility (Horizontal Only)
- Assist surveyor with ROW and Easements

During this stage, Design Workshop and Collins will work together to develop Preliminary Plans for civil design, drainage and utility design. Collins will work with True North related to alignment for right-of-way, temporary construction, and permanent easements that may be required for the design.

Deliverables:

- 10% Civil Design and Plans, including:
    - Identification of variances and design exceptions
    - Typical sections
    - Alignments, preliminary accessible design grading, and pertinent design features

    - Identification of clear sight triangles at intersections
    - Plans showing the horizontal trail alignments including the edge of the trails and shoulders, retaining walls, drainage structures, and other roadside design elements
    - Vertical profiles for the trail alignment will be developed
    - Detail related to trail connections to existing bus transit locations
    - Signage and Striping Design and Plans based on the preferred alternative
    - 10% Drainage and Utility Design and Plans, including
    - Utility 10% design plan based on the schematic preferred alternative
    - Design of surface runoff and drainage infrastructure from the trail to existing drainage structures
    - Design of slope protection and drainage outlet protection measures
    - Include surface utility plan from surveyor showing identified utilities as determined by Colorado 811 and utility locates
- Identification of Right of Way, Permanent Easements and Temporary Construction Easement Needs
- One round of review and comments from Gunnison County is assumed. The 10% plans will be updated based on those comments.

Task 2.4: Ecological Assessment of Trail

The Ecological Assessment of the trail corridor development will be completed by Colorado Wildlife Sciences. This will be coordinated with Colorado Parks and Wildlife and will address key issues such as impacts to wildlife and potential conflicts. The assessment will include information on siting considerations as well as potential management requirements. While this task is listed in a single section, coordination throughout the project with CPW as alternatives are developed is anticipated.

Deliverables

- Up to four (4) Internal Coordination Meetings with Colorado Parks and Wildlife
- Summary memo of potential ecological impacts
- Environmental Assessment report with recommendations for ecologic hazard mitigation strategies

Task 2.5: Concept Visualization

Based on direction of the final 30% plans, the Design Workshop team will create conceptual graphics to illustrate the design intent and typical conditions of the proposed trail corridor. This will include a site plan rendering as well as a perspective rendering. These graphics can be used in fundraising efforts as part of the implementation work.

Deliverables:

- One site plan rendering of the entire trail corridor
- Two trail detail renderings, to be determined in consultation with staff
- One perspective rendering

Phase 3 Action Plan for Project Implementation

It is critical that an action plan be created for implementation. This stage of work will focus on probable costs and an analysis of potential phasing and funding strategies.

Task 3.1: Engineer's Opinion of Probable Cost and Construction Sequencing

Collins will prepare an Opinion of Probable Cost for construction of the final 30% design. Additionally, this task will include a potential construction sequencing map based with cost per sequence correlating to the Engineer's Opinion of Probable Cost.

Deliverables:

- Engineer's opinion of probable cost
- Construction sequencing map

Task 3.2: Implementation Plan

Design Workshop will create an implementation plan that outlines a clear path forward through design development and construction, including but not limited to additional consultants and relevant approval processes, as well as a cost estimate and construction schedule as provided by Collins Engineering. Design Workshop will also provide content for fundraising efforts that include masterplan graphics and public engagement summaries and will explore and recommend potential additional funding opportunities.

Deliverables

- Summary memo of strategies for financing and phased implementation
- Project implementation and phasing plan
- Mapping and summary memo or right of way identification and acquisition strategies

Phase 4 Document Preparation

Task 4.1: 75% and 95% Draft Plan

In parallel to Phases 1-4, the Design Workshop team will draft the plan outline and content and overall graphic design for the final documentation of the plan. Using the analyses, research, summary memos and recommendations generated in the previous tasks, the final plan document will consolidate the findings and recommendations into one comprehensive document. The plan will be available for review by County staff at a 75% and 95% level. This document is anticipated to be brief (no more than 20 pages, including graphics) to support clear understanding of the project and support the County's goals for fundraising.

The plan is anticipated to include the following:

- Executive summary
- Inventory and description of existing conditions
- Public and Stakeholder Outreach and Engagement
- Trail Corridor Improvement Plan and Recommendations

Deliverables

- One (1) digital copy of the 75% Draft Plan document
- One (1) revision cycle of the 75% Draft Plan document
- **Task 4.2: Final Plan Document**

Following the final review, Design Workshop will complete a final plan for the Crested Butte Multimodal Trail Corridor

Deliverables

- One (1) digital copy of the 95% Draft Plan document
- One (1) digital and printed copy of the Final Plan document

Fees

Task 1 – Project Visioning + Alignment
$43,035

Task 2 – Conceptual Trail Design
$116,340

Task 3 – Action Plan for Project Implementation
$7,040

Task 4 – Document Preparation
$6,500

Reimbursable Expenses
$6,000

Total Fees
$178,915

Project Exclusion Tasks

At this time, these tasks are not included in the above scope of work associated with the CB – CB South Trail Planning Project. These tasks could be added in any combination as an additional service to the current scope of work at the discretion of Gunnison County.

Public Engagement

- If desired, an online questionnaire could be provided at this time to gather input from individuals unable to attend in person.
    - Online questionnaire of up to 10 questions
- Additional trips beyond the initial site visit with stakeholder interviews and public open house
    - Including the preparation of additional engagement materials and plans

Surveying

- Additional surveying may be required following the preliminary alignment specifically if the proposed alignment crosses private property

Photography

- High resolution photography of public engagement events or existing conditions from Design Workshop's in house photographer

Detailed Site Design & Branding

- Graphic design for signage and wayfinding branding including mockups of directional and informative signage

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Public Service Grant Memorandum of Ag

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: City of Gunnison

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

Summary:

Funding for drivers ed and youth programming.

Fiscal Impact: 14,000

Submitted by: Emily Mirza **Submitter's Email Address:** emirza@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 4/11/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 4/11/2023 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/12/2023

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

Agenda Date: 4/18/2023

Revised April 2015

PUBLIC SERVICE GRANT AGREEMENT

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

RECITALS

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

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

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

AGREEMENT

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

1. TERM.

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

2. COMPENSATION, BONUS AND EXPENSES.

(a) CITY hereby agrees to provide the funds previously appropriated and budgeted to COUNTY in the amount of Fourteen Thousand Dollars and No Cents ($14,000.00), within thirty (30) days of execution of this agreement to be used for Upstream Prevention to accomplish the following objectives by COUNTY:

1) By December 2023, the Gunnison County Substance Abuse Prevention Project (GCSAPP) Youth Coalition will run or support with 8 pro-social substance free events for their peers.

2) By December 2023, GCSAPP will make available at least 60 mental health sessions through the Youth Wellness program to 6th-12th youth.

3) By December 2023, Driver's education will be provided for 30 students.

(b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to COUNTY pursuant to paragraph 10 of this Agreement.

(c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2022 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

(a) COUNTY agrees acknowledge the financial support of the CITY in advertising and promotional literature. Copies of such advertising and literature must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.

(b) COUNTY agrees to provide the CITY with a synopsis of the program's accomplishments during the term of this agreement no later than October 31, 2023, which includes the program's actual revenues and expenditures. The synopsis must also include COUNTY's assessment of progress toward the stated objectives. Such written synopsis must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.

(c) COUNTY agrees to demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups.

(d) COUNTY agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the CITY).

4. GOVERNMENT IMMUNITY.

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

5. INSURANCE.

COUNTY is a public entity within the meaning of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended. COUNTY shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meets its liabilities under the Colorado Governmental Immunity Act and for occurrences for which protection under the Colorado Governmental Immunity Act does not apply. Within thirty (30) days of the execution of this Agreement, COUNTY will provide insurance certificates to CITY, listing CITY as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to CITY.

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

(b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Four Hundred Twenty-Four Thousand Dollars and No Cents ($424,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million One Hundred Ninety-Five Thousand Dollars and No Cents ($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 Dollars and No Cents ($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 Dollars and No Cents ($1,195,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

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

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

7. DELEGATION AND ASSIGNMENT.

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

8. ILLEGAL ALIEN CERTIFICATION.

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

(a) COUNTY shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to COUNTY that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;

(b) COUNTY has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;

(c) COUNTY certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;

(d) If COUNTY obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, COUNTY shall be required to: (1) notify the subcontractor and the CITY within three days that COUNTY has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subsection (1), the subcontractor does not stop employing or contracting with the illegal alien; except that COUNTY shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

(e) COUNTY shall comply with any reasonable request by the department made it the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).

(f) If COUNTY violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, COUNTY shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. NOTICES.

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

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

COUNTY:
GUNNISON COUNTY
Kari Commerford
200 East Virginia Ave.
Gunnison, CO 81230
Email: kcommerford@gunnisoncounty.org

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

10. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

11. MISCELLANEOUS.

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

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

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

12. ATTORNEYS FEES.

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

13. GOVERNING LAW.

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

14. ENTIRE AGREEMENT.

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

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

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

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By: _____
Diego Plata
Mayor

_____
Erica Boucher

City Clerk

GUNNISON COUNTY

By: _____
Matthew Birnie
County Manager

(SEAL)

ATTEST:

_____
Melanie Bolig
Deputy Clerk/Secretary
The Board of County Commissioners

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Approved Task Order Contract, Contrac

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: CDPHE-Gunnison County

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

Summary:

GCSAPP grant renewal

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 4/6/2023

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 4/6/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/12/2023

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

Agenda Date: 4/18/2023

Revised April 2015

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DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CONTRACT ROUTING NO. 2022*0148

APPROVED TASK ORDER CONTRACT – WAIVER #154

This task order contract is issued pursuant to master contract made on 11/23/2016, with routing number 13 FAA 00023.

STATE:
State of Colorado for the use & benefit of the
Department of Public Health and Environment

Prevention Services Division
Injury and Violence Prevention-Mental Health Promotion
4300 Cherry Creek Drive South
Denver, Colorado 80246

CONTRACTOR:
Board of County Commisioners of Gunnison County
for the use and benefit of the Gunnison County Department of Health and Human Services
225 North Pine Street, Suite E
Gunnison, Colorado 81230-2333

CONTRACTOR DUNS: 133115220

CONTRACTOR ENTITY TYPE:
Political Subdivision

CONTRACT MADE DATE: 4/12/2021

BILLING STATEMENTS RECEIVED:
Monthly

TERM:
This contract shall be effective upon approval by the State Controller, or designee, or on 07/01/2021, whichever is later. The contract shall end on 06/30/2022.

STATUTORY AUTHORITY: Not Applicable

CLASSIFICATION: Subrecipient

CONTRACT PRICE NOT TO EXCEED: $222,342.00

PROCUREMENT METHOD:
RFA 32714

FEDERAL FUNDING DOLLARS:
STATE FUNDING DOLLARS: $222,342.00
OTHER FUNDING DOLLARS:
Specify "Other":

BID/RFP/LIST PRICE AGREEMENT NUMBER:
N/A

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:
FY22: $222,342.00
:
:
:
:

LAW SPECIFIED VENDOR STATUTE:
N/A

PRICE STRUCTURE: Cost Reimbursement

STATE REPRESENTATIVE:
Ali Maffey
VIP-MHP Branch
Prevention Services Divisino, A-4
4300 Cherry Creek Drive South
Denver, Colorado 80246

CONTRACTOR REPRESENTATIVE:
Joni Reynolds
Health and Human Services Director
225 North Pine Street, Suite E
Gunnison Colorado, 81230-2333

PROJECT DESCRIPTION:
Implement the "Communities that Care" model to identify evidence-based or evidence informed youth substance abuse prevention strategies and identify sustainable local or regional strategies for ongoing implementation of youth substance abuse prevention strategies

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CONTRACT AMENDMENT #2

SIGNATURE AND COVER PAGE(S)

State Agency: **Colorado Department Of Public Health and Environment** **VIP/CTC** **4300 Cherry Creek Drive South** **Denver, Colorado 80246**	Original Contract Number: **2022*0148**
Contractor: **Board of County Commissioners of Gunnison County** **(a political subdivision of the state of Colorado)** **200 East Virginia Avenue** **Gunnison CO 81230-2297** **For the use and benefit of the** **Gunnison County Department of Health and Human Services** **225 North Pine Street, Suite E** **Gunnison CO 81230-2333**	Amendment Contract Number: **2022*0148 Amendment #2**
Contract Performance Beginning Date: **July 1, 2021**	Current Contract Expiration Date: **June 30, 2024**

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2022*0148	$0.00	$222,342.00	$0.00	7/1/21-6/30/22	$222,342.00
Amendment #1	2022*0148 Amendment #1	$0.00	$237,069.00	$0.00	7/1/22-6/30/23	$237,069.00
Amendment #2	2022*0148 Amendment #2	$0.00	$242,084.00	$0.00	7/1/23-6/30/24	$242,084.00
					Current Contract Maximum Cumulative Amount	$701,495.00

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

CONTRACTOR	**STATE OF COLORADO**
Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) Gunnision County Department of Health and Human Services	**Jared S. Polis, Governor** Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director
_____ By: Signature	_____ By: Signature
_____ Name of Person Signing for Contractor Matthew Birnie	_____ Name of Executive Director Delegate
_____ Title of Person Signing for Contractor County Manager	_____ Title of Executive Director Delegate
Date: _____	Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Signature

_____
Name of State Controller Delegate

_____
Title of State Controller Delegate

Amendment Effective Date:_____

-- Signature and Cover Pages End --

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1. PARTIES

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown under the State Controller Signature. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **July 1, 2023**, whichever is later, and shall terminate on the termination of the Contract or **June 30, 2024**, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to Implement the "Communities that Care" model to identify evidence-based or evidence informed youth substance abuse prevention strategies and identify sustainable local or regional strategies for ongoing implementation of youth substance abuse prevention strategies

The Parties now desire to renew for an additional term and change current Contract Maximum Total for the following reason: add funds to continue services and update the Statement of Work (SOW) for a new fiscal year.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

B. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

C. The Parties now agree to modify Exhibit, B, Statement of Work of the agreement. Exhibit, B, Statement of Work is deleted and replaced in its entirety with Exhibit, B, Statement of

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Work attached to this Amendment for the following reason: to remove Primary Activity 2 and the corresponding sub-activities.

D. The Parties now agree to modify Exhibit, C, Budget of the agreement. Exhibit, C, Budget is deleted and replaced in its entirety with Exhibit, C, Budget attached to this Amendment for the following reason: To add funds to the new fiscal year.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

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STATEMENT OF WORK
To Original Contract Number: 2022*0148

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Entity Name: Gunnison County

II. Project Description:

This project serves to improve the health of all Coloradans by reducing substance misuse among youth through uses of Marijuana Tax Cash Funds. The Colorado Department of Public Health and Environment (CDPHE) prioritized funding to reach this outcome using an evidence-based community-organizing approach that reduces risk and increases protective factors that are also linked to long-term reductions in violence and suicide, in addition to substance misuse. Special attention must be paid to focusing these efforts on addressing racial justice and other oppressive systems within each community, elevating all community voices and allowing community members to drive decision-making. During the scope of this project, grantees can expect to see reductions in risk factors and increases in protective factors. Under this model, funded community Coalition Member groups across the state will implement the following:

1. Organize a group of youth, families, professional Coalition Members, in addition to formal and informal leaders;
2. Build the capacity of Coalition Members to
    a. assess the specific, well-researched Shared Risk and Protective Factors (factors that increase the likelihood of a problem behavior or that buffer someone from the risks of a problem behavior) among the youth in their communities;
    b. select from a menu of proven or evidence-informed Primary Prevention strategies (including programs) to address the factors most relevant among their local youth;
    c. identify funding for the selected strategies;
    d. implement those strategies aligned to best practices; and
    e. evaluate the impact of their strategies.

Community Coalition Member groups will do this within their defined Geographic Areas of Focus. Colorado youth in each of the funded communities across the state will benefit from this project due to the increased presence of evidence-informed strategies and programs as a result of organized Coalition Member efforts to impact gaps in preventing risk or promoting protective factors.

III. Definitions:

1. **Authentic Community Engagement**: Authentic Community Engagement is a two-way exchange of information, ideas and resources. Community engagement should offer opportunities for communities to exercise power in decision-making. It should also consider the diversity of our communities, including culture and ethnicity, and see to create an inclusive and accessible process.
2. **CDE:** Colorado Department of Education
3. **CDPHE:** Colorado Department of Public Health and Environment
4. **CMP:** Collaborative Management Programs funded by CDHS
5. **Coalition Members**: Coalition members include all participants of the organized group engaged in the CTC Model representative of the many sectors recommended to be a part of local prevention decision-making: youth, parents, residents, public health, youth-serving organization, such as mentoring and after school programs, local education authority, community-based organization addressing prevention, local housing and human services, local community health and/or health care organization, local law enforcement, local business, and elected officials. These Coalition Members should represent the diversity of the community they represent. Coalition Members is inclusive of

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participants in the key leader board, community board, and workgroups as outlined in the CTC Model.

6. **Community Assessment**: The Community Assessment is a process where communities use data from their Geographic Area of Focus (or larger region/state when local data is not available) that identifies gaps in prevention to reduce risk and increase protective factors that improve youth health outcomes. The Community Assessment also includes assessing available resources within the Geographic Area of Focus to implement a comprehensive Prevention Science approach. The resources assessed indicate both need and readiness or capacity to reduce risk or increase protection.
7. **Community Action Plan (CAP):** This comprehensive and community-wide action plan defines the community engagement process and Primary Prevention plan of CTC. Part 1 of this plan includes the Coalition Members engaged, existing Primary Prevention efforts within the community, the prioritization process of the data, the risk and protective factors that the community selected to address, and the selected Primary Prevention strategies and programs that the community, not the lead agency, has decided to prioritize to reduce those risk or improve those protective factors. The plan is ideally a comprehensive prevention approach when it includes strategies and practices that cross the Socio-Ecological Model, including programs for individuals and families, policy improvements for organization and local governance, and efforts to shift the community norms to reflect the Social Development Strategy. Part 2 of this plan, sometimes called the implementation and evaluation plan, ultimately specifies the steps that the community will take to implement the action plan, capacity building, funding, and outlines how those steps will be measured for success. Part 2 of the plan addresses gaps that exist within the community and is fluid as the Coalition Members shift their implementation strategies to adjust to an ever-changing environment.
8. **Communities That Care (CTC) Model**: The CTC Model is an evidence-based community engagement and Prevention Science approach identified as a promising program by the Blueprints for Healthy Youth Development evidence-based registry. CTC includes 5 Phases of implementation with milestones outlined for each phase:
    Phase 1: Get Started
    Phase 2: Get Involved
    Phase 3: Develop Community Profile
    Phase 4: Create a Plan
    Phase 5: Implement and Evaluate
9. **CTC Community Mobilizer**: The CTC Community Mobilizer is responsible for supporting the community Coalition groups to understand and implement the CTC Model. This position will encourage the use of evidence-based approaches as the local Coalition plans, develops, implements, monitors, and sustains prevention strategies aligned to community needs. The Community Mobilizer's guidance and support throughout CTC implementation will advocate for community-driven practices and emphasize capacity building of Coalition Members. This role will have various responsibilities, and will also be tasked with sharing responsibility, leadership, and ownership with the community Coalition Members. There is one CTC Community Mobilizer per Grantee.
10. **CU Anschutz**: University of Colorado Anschutz Medical Campus
11. **DCJ**: Division of Criminal Justice
12. **DfC**: Drug Free Communities Grant recipients from the Office of National Drug Control and Policy
13. **External Evaluation Entity:** CDPHE will hire an external evaluation agency to conduct cross-site evaluation of implementation across the state, as well as to provide subject matter expertise and technical assistance to improve data-driven decision-making and local evaluation planning for CAPs.
14. **FTE**: Full Time Equivalent staff.
15. **Geographic Area of Focus:** the boundaries of the community selected for intervention by the Contractor. Defined geographic boundaries support the External Evaluation Entity in identifying data sources to monitor for outcome evaluation over time.
16. **HKCS:** Healthy Kids Colorado Survey
17. **MCH:** Maternal Child Health programs funded at local public health agencies throughout the state.

18. **OBH**: Office of Behavioral Health at the Colorado Department of Human Services
19. **Prevention Science:** Prevention Science focuses on the development of evidence-based strategies that reduce risk factors and enhance protective factors to improve the health and wellbeing of individuals, families, and communities. A central tenet of Prevention Science is the promotion of health equity and reduction of disparities by studying how social, economic and racial inequalities and discrimination influence healthy development and wellbeing. The application of well-tested practices, strategies and policies generated by Prevention Science can lead to substantial cost-savings by investing in upstream strategies to avoid downstream costs. An integrated delivery system of comprehensive evidence-based prevention strategies that crosses many public sectors with scientifically-based guidance and resources to legislative and administrative decision-makers will facilitate the integration of best practices from Prevention Science into policy.
20. **Primary Prevention**: As defined by the Centers for Disease Control's (CDC) Principles of Prevention Guide, Primary Prevention takes place BEFORE substance misuse (or other health behavior) initially occurs. It involves programs and strategies designed to reduce the factors that put people at risk for substance misuse or exposure. Or, they encourage the factors that protect or buffer people from substances.
21. **Positive Youth Development (PYD):** PYD is an approach that guides communities and organizations in the way that they organize services, opportunities and supports. In practice, this approach incorporates the development of skills, opportunities and authentic relationships into programs, practices and policies, so that young people reach their full potential.
22. **SB94:** Programs funded by CDHS authorized through Senate Bill 94.
23. **Shared Risk and Protective Factors:** Research from the Centers of Disease Control and Prevention shows that many forms of violence and injury are connected and share many of the same risk and protective factors. These factors can put someone more or less at risk of experiencing substance misuse, poor educational attainment, violence and injury.
24. **Social Development Strategy (SDS):** Providing young people with opportunities, skills and recognition strengthens bonding with family, school and community. Strong bonds motivate young people to adopt healthy standards for behavior. The strategy has five key components:
    1) Opportunities: Provide developmentally appropriate opportunities to young people, for active participation and meaningful interaction with prosocial others.
    2) Skills: Teach young people the skills they need to succeed
    3) Recognition: Provide consistent specific praise and recognition for effort, improvement, and achievement.
    4) Bonding: Acknowledge a young person's effort and promote positive bonding — a sense of attachment, emotional connection and commitment to the people and groups who provide that recognition. Bonding can occur with a family member, teacher, coach, employer or neighbor.
    5) Clear Standards for Behavior: Through the process of bonding, young people become motivated to live according to the healthy standards of the person or group to whom they are bonded.
25. **Socio-Ecological Model:** CDC uses a four-level Social-Ecological Model to better understand domains that influence decisions, behaviors, and outcomes and the effect of potential prevention strategies in influencing positive changes in these domains. This model considers the complex interplay between individual, relationship, community, and societal factors.
26. **State-funded programs**: Examples of state-funded prevention programs include the Tony Grampsas Youth Services projects, sexual violence prevention programs, communities funded by the Office of Suicide Prevention, Maternal Child Health, CDE grantees, collaborative management programs, community substance misuse treatment programs funded by OBH, Senate Bill 94 programs, Regional Accountable Entities funded by Health Care Policy and Financing, and other Division of Criminal Justice programs.
27. **Substance misuse:** substance misuse among youth includes underage use of marijuana and alcohol and the misuse of prescription drugs/opioids. Additional substances may be included in the definition of substance misuse by a community if they have documented data of misuse or abuse among youth in their community, excluding tobacco.

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28. TGYS: Tony Grampsas Youth Services grants for Primary Prevention programs in communities.

IV. Work Plan:

Goal #1: Create healthy, thriving and resilient communities, free from violence and injury.	
Objective #1: No later than the expiration date of this contract, maintain an organized group of Coalition Members who are prepared to use Prevention Science to impact Shared Risk and Protective Factors in the lives of youth in their Geographic Area of Focus.	
Primary Activity #1	The Contractor shall facilitate a group of Coalition Members that represent the Geographic Area of Focus through the milestones of Phases 1 in addition to 2 of the Communities That Care (CTC) Model, in order to develop their capacity to drive decisions that promote Prevention Science within their community.
Sub-Activities #1	1. The Contractor shall provide a CTC Community Mobilizer that is 0.75 FTE or greater. 2. The Contractor shall define the parameters of the Geographic Area of Focus in order to recruit Coalition Members from the area. 3. The Contractor shall facilitate diverse Coalition Members to serve on the key leader board in addition to community board. 4. The Contractor shall provide a list of middle schools in addition to high schools in their Geographic Area of Focus to the University of Colorado Anschutz Medical Campus (CU Anschutz) Healthy Kids Colorado Survey (HKCS) team to encourage focused recruitment of those schools in the HKCS. 5. The Contractor shall facilitate leaders of state-funded upstream prevention projects within the Geographic Area of Focus to participate in the CTC process. 6. The Contractor shall facilitate leaders of state-funded opioid prevention projects within the Geographic Area of Focus to participate in the CTC process. 7. The Contractor shall facilitate leaders of state-funded opioid intervention projects within the Geographic Area of Focus to participate in the CTC process. 8. The Contractor shall perform as a liaison linking CU Anschutz HKCS staff to schools for recruitment for survey administration. 9. The Contractor shall record a report sharing agreement with local schools to receive HKCS scaled risk as well as protective factor reports once every two (2) years. 10. The Contractor shall provide professional development opportunities to support the CTC Community Mobilizer's ability to effectively facilitate Coalition Member growth in addition to sustainability to address Prevention Science. 11. The Contractor shall use group facilitation skills as well as tools, provided by CDPHE, to guide the Coalition Members through the CTC process. 12. The Contractor shall facilitate the Coalition Member's development through the milestones of Phases 1 and 2 in the CTC Model. 13. The Contractor shall build Coalition Members' capacity to implement Prevention Science approaches within the community.

	14. The Contractor shall implement milestones from Phases 1 in addition to 2 needed to support Coalition Member progress in achieving milestones from Phases 3-5. 15. The Contractor shall facilitate a minimum of one (1) Coalition Member meeting per month. 16. The Contractor shall complete the CTC milestones tool. 17. The Contractor shall distribute community Coalition Members agendas, resources, and updates in advance to prepare for meetings. 18. The Contractor shall facilitate delegation of CTC Model, workgroup, and phase tasks. 19. The Contractor shall train Coalition Members to expand community outreach. 20. The Contractor shall participate in all required technical assistance meetings conducted by the CDPHE CTC team. 21. The Contractor shall complete an equity assessment to identify the ways in which CTC community mobilizing contributes to oppression in the community. 22. The Contractor shall implement changes identified in the equity assessment. 23. The Contractor shall attend all cross-site evaluation activities required by the External Evaluation Entity. 24. The Contractor shall schedule training in addition to technical assistance from the External Evaluation Entity on how to use local data to drive decision-making. 25. The Contractor shall document progress on this primary activity in addition to alignment to the CTC Model in the regular progress reports, using the CDPHE provided template.
~~**Primary Activity #2**~~	~~The Contractor shall document an updated Community Assessment based on data from the Geographic Area of Focus.~~
~~**Sub-Activities #2**~~	~~1. The Contractor shall facilitate the activities outlined in the Phase 3 of the Milestones with appropriate timing for effective Coalition Member progress.~~ ~~2. The Contractor shall summarize data about Shared Risk and Protective Factors in the Geographic Area of Focus.~~ ~~3. The Contractor shall identify existing Primary Prevention approaches intended to impact their prioritized Shared Risk and Protective Factors.~~ ~~4. The Contractor shall complete a resource assessment that outlines readiness to enhance existing Primary Prevention approaches aligned to their prioritized Shared Risk and Protective Factors.~~ ~~5. The Contractor shall complete a resource assessment that outlines readiness to implement new Primary Prevention approaches aligned to their prioritized Shared Risk and Protective Factors.~~ ~~6. The Contractor shall analyze Shared Risk and Protective Factor Data for disproportionate impact on demographic segments of their community.~~ ~~7. The Contractor shall request relevant data from community stakeholders to further analyze gaps in local Shared Risk and Protective Factor efforts.~~ ~~8. The Contractor shall document the Shared Risk and Protective Factors prioritized by Coalition Members in the Community Assessment.~~ ~~9. The Contractor shall document the readiness for Primary Prevention approaches prioritized by Coalition Members in the Community Assessment.~~ ~~10. The Contractor shall facilitate the Coalition Member's development through the milestones of Phase 3 in the CTC Model.~~

	~~11. The Contractor shall implement milestones from Phase 3 needed to support Coalition Member progress in achieving milestones from Phases 4-5.~~ ~~12. The Contractor shall facilitate delegation of CTC Model, workgroup, and phase tasks.~~ ~~13. The Contractor shall schedule training and technical assistance from the External Evaluation Entity on how to use local data to drive decision-making.~~ ~~14. The Contractor shall complete the CTC milestones tool.~~ ~~15. The Contractor shall document progress on this primary activity and alignment to the CTC Model in the regular progress reports, using the CDPHE provided template.~~
Primary Activity #~~3~~ 2	The Contractor shall document an updated, comprehensive Community Action Plan (CAP) Part 1.
Sub-Activities #~~3~~ 2	1. The Contractor shall document the Primary Prevention strategy(ies) selected by Coalition Members based on the Community ~~Assessment~~ Profile into the CAP Part 1. 2. The Contractor shall document the Primary Prevention program(s) selected by Coalition Members based on the Community ~~Assessment~~ Profile into the CAP Part 1. 3. The Contractor shall document the action steps required to implement the selected Primary Prevention approaches into the CAP Part 1. 4. The Contractor shall facilitate the Coalition Member's development through the milestones of Phase 4 in the CTC Model. 5. The Contractor shall implement milestones from Phase 4 needed to support Coalition Member progress in achieving milestones from Phase 5. 6. The Contractor shall facilitate delegation of the following: a. CTC Model, b. workgroup, and c. phase tasks. 7. The Contractor shall complete the CTC milestones tool. 8. The Contractor shall document evaluation measures for Prevention Science strategy within the CAP Part 1. 9. The Contractor shall schedule training and technical assistance from the External Evaluation Entity on how to identify evaluation measures for their CAP Part 1. 10. The Contractor shall complete an equity assessment to anticipate the ways in which selected Primary Prevention approaches may contribute to oppression in the community. 11. The Contractor shall implement changes identified in the equity assessment. 12. The Contractor shall document progress on this primary activity and alignment to the CTC Model in the regular progress reports, using the CDPHE provided template.
Primary Activity #~~4~~ 3	The Contractor shall document progress on the CAP Part 2.
Sub-Activities #~~4~~ 3	1. The Contractor shall document implementation of any Primary Prevention strategies and programs focused on risk or protective factors within the community to avoid duplication.

	2. The Contractor shall document implementation of specific action steps and related evaluation measures, using the CDPHE provided guidance ~~template~~. 3. The Contractor shall document successes encountered by Coalition Members while implementing CAP Part 2 strategies and programs. 4. The Contractor shall document challenges encountered by Coalition Members while implementing CAP Part 2 strategies. 5. The Contractor shall review CAP Part 2 activities to identify appropriate lead agency involvement and funding needs for sustainability. 6. The Contractor shall track Coalition Member progress toward implementation of the steps outlined in the CAP. 7. The Contractor shall document Primary Prevention strategy and program updates in the CAP Part 2. 8. The Contractor shall implement quality improvements to the CAP Part 2 that align with outcome-focused planning. 9. The Contractor shall complete an equity assessment to identify the ways in which CAP implementation contributes to oppression in the community. 10. The Contractor shall revise the CAP Part 2 implementation to adjust for issues identified through an equity impact assessment. 11. The Contractor shall update the CTC milestones tool for Phase 5. 12. The Contractor shall complete the evaluation portions of the CAP Part 2, using the CDPHE provided template. 13. The Contractor shall schedule training and technical assistance from the External Evaluation Entity on how to complete the evaluation portions of the CAP Part 2. 14. The Contractor shall document progress on this primary activity and alignment to the CTC Model in the regular progress reports, using the CDPHE provided template.

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Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor the documents and website content for updates and comply with all updates. COFP Website English - https://bit.ly/COFP_English COFP Website Spanish - https://bit.ly/COFP_Spanish 2. CDPHE will provide the Contractor with a list of all required technical assistance meetings. 3. CDPHE will provide the Contractor with a list of all cross-site evaluation activities required by the External Evaluation Entity. 4. CDPHE will provide the Contractor with the template to document implementation of specific action steps and related evaluation measures. 5. The Contractor shall retain Coalition Members from state- in addition to federally-funded programs that exist within their Geographic Area of Focus, including other funded prevention programs from CDE, MCH, TGYS, CMPs, SB94, DfCs, OBH, AG, or DCJ. 6. The Contractor shall adhere to the CTC Model for all activities. The CTC Model is available at the following website: https://www.communitiesthatcare.net/programs/ctc-plus/, which is incorporated and made part of this Contract by reference. 7. CDPHE will provide a CTC milestones tool on which the Contractor can track implementation of relevant activities. 8. The Contractor shall provide CDPHE with all information on any adjustments made to the CTC Model. 9. CDPHE will provide the Contractor with the template for the implementation and evaluation portions of the CAP Part 2. 10. The Contractor shall update the CTC milestones tool with input from the workgroups, boards, other Coalition Members engaged in CTC based on guidance from the CDPHE Staff. 11. CDPHE will provide the Contractor with a program manual that outlines CTC Model implementation expectations. 12. The Contractor shall require the CTC Community Mobilizer to demonstrate the skills identified in the CTC Community Mobilizer job description in addition to the skills assessment. 13. CDPHE will provide the Contractor with group facilitation skills in addition to tools to help guide the Coalition Members engaged in the CTC Model. 14. The Contractor shall have a minimum of one (1) trained CTC Community Mobilizer present at each Coalition Member meeting. 15. The Contractor shall require that all CTC Community Mobilizers using the CTC Model have successfully completed the Community Mobilizer Training in advance of launching CTC Model in their communities. 16. The Contractor shall require that all CTC Community Mobilizers using the CTC Model are working with a CTC coach in advance of launching CTC Model in their communities. 17. The Contractor shall adhere to all CTC Plus license agreement requirements. 18. The Contractor shall facilitate the CTC Coalition toward implementation in addition to improvement across all six of the Elements of Effective Coalitions, found at https://drive.google.com/file/d/10pk-oiLdexeUbaGEomGq6DGc5dljpGG7/view, incorporated and made part of this Contract by reference.

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	19. The Contractor shall include a CTC Community Mobilizer for all required technical assistance meetings. 20. The Contractor shall assist in all data collection efforts from the External Evaluation Entity in order to help with continuous program quality improvement, upon request by CDPHE. 21. The Contractor shall not disseminate any surveys in schools that collect health and shared risk or protective factor data similar to HKCS. 22. The Contractor shall use training in addition to technical assistance from the External Evaluation Entity to complete the evaluation portions of the CAP Part 2. 23. The Contractor shall use the Office of Health Equity's Sweet Tool on Authentic Community Engagement to move through the spectrum of engagement toward Shared Leadership with Coalition Members. This information is incorporated and made part of this Contract by reference, and is available at the following website: https://drive.google.com/file/d/119IenKB-zvTeQHUjanB0MS7rkx-Wr-UJ/view 24. The Contractor shall develop a Community Assessment in collaboration with the existing local community health assessment required in the Public Health Act of 2008. 25. The Contractor shall provide Coalition Member meetings with access to these items: a. convenient location, b. meetings held at a convenient time that does not conflict with work and school schedules, c. available public transportation, d. childcare accessibility, e. interpretation needs, f. food, g. accessible facilities that are inclusive for all coalition members. 26. The Contractor shall reimburse Coalition Members for their time and expertise if they participate outside of their employment or paid time. 27. The Contractor shall provide language interpretation at CTC Coalition Member meetings when there are non-English speaking community members participating. 28. The Contractor shall use annual feedback from cross-site evaluation activities required by the External Evaluation Entity to identify opportunities for development in addition to quality improvement that will support program outcomes. 29. The Contractor shall require staff to participate in professional development opportunities, including grantee meetings, the Community Mobilizer training, effective facilitation strategies, positive youth development, accessing data resources, prevention-science, in addition to other trainings as identified by CDPHE. 30. The Contractor shall use the positive youth development in action rubrics (adult and youth version) to build capacity and evaluate effective youth involvement. This document is incorporated and made part of this Contract by reference and is available at the following website: https://sites.google.com/state.co.us/pydinaction/resources 31. CDPHE will provide the Contractor with a menu of Primary Prevention strategies across the Socio-Ecological Model for Coalition Member's implementation within the CAP.

	32. The Contractor shall comply with the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards) website for all health related communications. This document is incorporated and made part of this Contract by reference and is available at the following website: ~~https://thinkculturalhealth.hhs.gov/clas/blueprint~~ https://thinkculturalhealth.hhs.gov/clas/standards. 33. The Contractor shall not use CTC funds to purchase ad space for existing statewide social marketing campaigns. 34. The Contractor shall use only marijuana research or statements on the health effects outlined by the Retail Marijuana Public Health Advisory Committee. These approved health statements and factsheets are incorporated and made part of this Contract by reference and are available on the following website https://marijuanahealthinfo.colorado.gov/. 35. The Contractor shall use the CDPHE-approved progress and final report templates, to be provided by CDPHE. 36. The Contractor shall provide to CDPHE upon request written procedures related to gift card purchase and handling. At a minimum, the procedures must include the following: a. How the gift card inventory is tracked and maintained; b. Gift card storage and safeguards against theft; c. The primary person responsible for securing and distribution gift cards; d. A gift card distribution log that records each gift card number, dollar amount, reason for receiving the gift card, and the printed name and signature of each gift card recipient. 37. The Contractor shall provide CDPHE with an updated staff roster of CTC Community Mobilizers in addition to other staff within two (2) weeks of any staffing change. 38. The Contractor shall consult with their CDPHE Staff prior to making changes to Parts 1 or 2 of the Community Action Plan that would alter the objectives of either plan in order to maintain alignment to best practices. 39. CDPHE will review and provide feedback on best practices for Parts 1 in addition to 2 of the Community Action Plan within twenty (20) business days. 40. The Contractor shall consult with their CDPHE Staff on feedback for Parts 1 in addition to 2 of the Community Action Plan prior to strategy and program implementation. 41. The Contractor shall use current social marketing campaign materials provided by CDPHE, when social norms change is selected as part of the CAP.
Expected Results of Activity(s)	Maintain high capacity groups of Coalition Members who are ready to drive decision-making throughout the community to support advancing health equity in their Geographic Area of Focus, including the Social Development Strategy. Coalition Members lead the following: 1. assess the specific, well-researched Shared Risk and Protective Factors (factors that increase the likelihood of a problem behavior or buffer someone from the risks of a problem behavior) among the youth in their communities;

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	2. select from a menu of proven or evidence-informed Primary Prevention strategies (including programs) to address the factors most relevant among their local youth; 3. identify funding for the selected strategies; 4. implement those strategies aligned to best practices, 5. evaluate the impact of chosen strategies,	
Measurement of Expected Results	1. Progress report on primary activities using a CDPHE approved template.	
		Completion Date
Deliverables	1. The Contractor shall submit a progress report on primary activities using a CDPHE approved template.	No later than 9/30, 12/31, 3/31, 6/30 annually

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Staff. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within fifteen (**15)** calendar days of discovery of a compliance issue. Within thirty (**30)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Staff and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing # 2022*0148

Contractor Name	Gunnison County/Gunnison County Substance Abuse Prevention Project (GCSAPP)	**Program Contact Name, Title, Phone and Email**	Emily Mirza, GCSAPP Program Manager 970-642-7369, emirza@gunnisoncounty.org
Budget Period	July 1, 2023 through June 30, 2024	**Fiscal Contact Name, Title, Phone and Email**	Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org
Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	**Contract (CT or PO) Number**	CT FHLA 2022*0148

Expenditure Categories

Personal Services
Salaried Employees

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
					$ -

Personal Services
Hourly Employees

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Communities that Care Community Mobilizer/Manager	This position is responsible for coordinating the Communities That Care project with fidelity, including Community Board and Key Leader Board member engagement; communication; meetings; reporting on the project; maintaining communication with community partners and community members; and coordinating implementation of evidence-based youth substance abuse prevention strategies. This position is a minimum of 0.75 FTE	$ 35.00	$ 8.00	1560.0	$ 67,080.00
Protective Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting schedules and other logistics for PYD education activities. Ensures sustainability of PYD strategy by working with community partners on securing funding and working towards collective impact. Assisting with community champions for Sources of Strength and supporting safe spaces for youth.	$ 30.30	$ 8.00	208.0	$ 7,966.40
Risk Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting schedules, food ordering, technology, printing, and other logistics related to Toxic Stress and Family Friendly Business Practices education including ensuring sustainability by working with the Early Childhood Council, Chamber of Commerce, Gunnison Valley Health and other community stakeholders	$ 37.75	$ 13.70	208.0	$ 10,701.60
Prevention Programs Coordinator	Ensures the coalition is practicing PYD and youth engagement strategies to fidelity. Assisting with social development opportunities, safe spaces for youth, youth groups, and supporting the community champion. Supports the community mobilizer with key leader board meetings and coalition meetings including managing contact lists, agendas, communication through social media and website, and logistics.	$ 31.14	$ 12.67	1300.0	$ 56,953.00

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Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	**Contract (CT or PO) Number**		CT FHLA 2022*0148	
Cultural Community Educator	Increases equitable communication, translates documents for community meetings and protective/risk factor strategies, and interprets at coalition meetings and trainings. Engages the Latinx population and supports Latinx Youth Groups.	$ 25.20	$ 7.55	1040.0	$ 34,060.00
					$ -
				Total Personal Services (including fringe benefits)	**$ 176,761.00**

Supplies & Operating Expenses

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Conference Registration - coalition members *(participant support cost)*	Registration for Annual Shared Risk and Protective Factor (SRPF) Conference for 3 coalition members. ** excluded from indirect.*	$ 250.00	3.0	$ 750.00
Conference Registration - staff	Registration for Annual Shared Risk and Protective Factor (SRPF) Conference the Community Mobilizer.	$ 250.00	1.0	$ 250.00
Supplies-Office	Pens, paper, sticky notes, highlighters, tablets, file folders, presentation boards, flash drives, batteries that will be used by Community Mobilizer at meetings and trainings. Costs are estimated based on monthly averages for similar programs.	$ 20.00	12.0	$ 240.00
Equity Lab	4 in person equity lab meetings . $200 x 4 = $800. $200 per session to cover the cost of facilitation/materials and food at $6pp x 10 =$60 per session. The purpose of the equity lab is to ensure sustainability and collaboration of health equity across the community. It is important to provide food for these meetings in order to provide an incentive to stakeholders, because the meetings often occur over the lunch hour, after work, or on weekends. Food will only be provided for in person meetings and will not be provided for virtual meetings. Food for meetings is allowed per CTC RFA.	$ 260.00	4.0	$ 1,040.00
Equity Training	2 equity lunch and learn presentations for coalition and community members in order to continue to educate community about health equity. $200 per presentation for presenter fee and food at $8.50 x10 people per meeting = $170 (400+170=570). $285 per meeting x 2 = $570.00. It is important to provide food for these meetings in order to provide an incentive to stakeholders, because the meetings often occur over the lunch hour, after work, or on weekends. Food will only be provided for in person meetings and will not be provided for virtual meetings. Food for meetings is allowed per CTC RFA.	$ 285.00	2.0	$ 570.00
Meeting Costs	Lunch for in-person Workgroup Meetings and coalition meetings. 18 workgroup meeting per year (10 people x $12pp = $2,160). 6 coalition meetings per year (20 people x $15pp = $1,800). Food provided as an incentive and to clear barriers for stakeholders as the meetings often occur over the lunch hour. Food for meetings is allowed per CTC RFA.	$ 1.00	3,960.0	$ 3,960.00

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Incentives *(participant support cost)*	Incentives to acknowledge community member (parent, youth, or resident) time and expertise to contribute to the goals of the coalition. $30 per person x 10 persons x 6 events. **excluded from indirect*	$ 300.00	6.0	$ 1,800.00
Computer Costs	We pay monthly computer costs to the county $300/mo. per computer - costs 2.5 FTE	$ 750.00	12.0	$ 9,000.00
Phone Costs	Monthly phone costs for the county are $35/mo. per phone - costs 2.5 FTE	$ 87.50	12.0	$ 1,050.00
Copy & Print Supplies	Community engagement and meeting materials, PYD training materials, flyers, promotional cards, and educational materials for surveys and events. Average is $50 per month.	$ 50.00	12.0	$ 600.00
Advertising and Promotional Costs	Costs for informing and educating the community about risk and protective factors and ways to support youth . $182/mo. Based on cost of monthly newspaper ads.	$ 182.00	12.0	$ 2,184.00
			Total Supplies & Operating	**$ 21,444.00**

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

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Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	**Contract (CT or PO) Number**	CT FHLA 2022*0148

Travel

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Mileage - Staff	Mileage, paid at the IRS mileage rate of $0.63 per mile for Community Mobilizer. This includes 1 trip to Denver to attend training, 1 trip to attend annual SRPF conference, and two Rural Resort Meetings (1000 miles RT x .63 x 4)	$ 0.63	4000.0	$ 2,520.00
Lodging - Staff	Lodging for Community Mobilizer to attend 1 training in Denver (3 nights X $195 per night x 1 room), the SRPF Conference (3 nights x $144 per night x 1 room), and 2 Rural Resort Community Meetings (2 nights @ $195 per night x 1 rooms)	$ 1,407.00	1.0	$ 1,407.00
Lodging - Coalition Members *(participant support cost)*	Lodging for 1 coalition member to attend 1 training in Denver (3 nights X $195 per night x 1 room), the SRPF Conference (3 nights x $144 per night x 1 room), and 2 Rural Resort Community Meetings for 3 coalition members (2 nights @ $195 per night x 3 rooms) *Ex*cluded from indirect.*	$ 2,187.00	1.0	$ 2,187.00
Meals - Staff	Meal estimate based on GSA per diem rates for most of Colorado (2 travel days at $57 + 2 full days at $76 = $266) x 1 Community Mobilizer x 2 trips *and* (2 travel days at $57 + 1 full days at $76 = $266) x 1 Community Mobilizer	$ 1,064.00	1.0	$ 1,064.00
Meals - Coalition Members *(participant support cost)*	Meal estimate based on GSA per diem rates for most of Colorado (2 travel days at $57 + 2 full days at $76 = $266) x 1 person x 2 trips *and* (2 travel days at $57 + 1 full days at $76 = $190 x 3 people **Excluded from indirect.*	$ 1,102.00	1.0	$ 1,102.00
				$ -
			Total Travel	**$ 8,280.00**

Contractual

Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Gunnison Valley Mentors	Time and expertise dedicated to supporting the community members engaged in the process and leading collective change across the community for Protective Factor Strategies. 5 hours a week for one staff member at $20/hr.	$ 20.00	260.0	$ 5,200.00
Community Champion	This position is responsible for building capacity for other parents or residents who are engaged in the project and who participate voluntarily and not as part of a professional role. They support action planning and implementation. $30/hr. x estimated 40 hr. mo.	$ 30.00	480.0	$ 14,400.00
Youth Advisors	One university students to work with GCSAPP, attends all coalition meetings, chooses one implementation strategy to work on and helps to deliver presentations . $25/hr. x 10 hour per month per youth x 11 months. This helps ensure that we are having youth voice in all of our work.	$ 25.00	110.0	$ 2,750.00

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PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

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Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	**Contract (CT or PO) Number**	CT FHLA 2022*0148

Gunnison Watershed RE1J School District	Gunnison Watershed School District staff will build capacity to promote SDS in the community and will help increase connections for coalition members/trusted adults to engage with underserved youth through GSAs, Sources of Strength, and Latin Youth groups. Following SDS and PYD framework this will help give the opportunity for youth to lead and build leadership skills and increase connections to trusted adults. This will increase the coalitions capacity to utilize youth and school staff voice in community level prevention strategies including informing phases 3, 4, and 5. $500 x 4 four secondary school sites.	$ 500.00	4.0	$ 2,000.00
				$ -
			Total Contractual	**$ 24,350.00**
			SUB-TOTAL OF DIRECT COSTS	**$ 230,835.00**

Indirect

Item	Description of Item	Total Amount Requested from CDPHE
Federally-Negotiated Indirect Cost Rate		
CDPHE-Negotiated Indirect Cost Rate	Gunnison County has a CY2023 CDPHE negotiated rate of 23.53% Total Direct Costs excluding capital expenditures, rent and participant incentives, but has opted to assess a lesser rate of 5% Modified Total Direct Costs for this grant.	$ 11,249.00
De minimis Indirect Cost Rate		
	Total Indirect	**$ 11,249.00**
	TOTAL	**$ 242,084.00**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Amendment #1; Colorado Department of Publ

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

signature needed

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 4/11/2022

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 4/7/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/13/2022

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

Agenda Date: 4/19/2022

Revised April 2015

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CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE(S)

State Agency: **Colorado Department Of Public Health and Environment** **VIP/CTC** **4300 Cherry Creek Drive South** **Denver, Colorado 80246**	Original Contract Number: **2022*0148**
Contractor: **Board of County Commissioners of Gunnison County** **(a political subdivision of the state of Colorado)** **200 East Virginia Avenue** **Gunnison CO 81230-2297** **For the use and benefit of the** **Gunnison County Department of Health and Human Services** **225 North Pine Street, Suite E** **Gunnison CO 81230-2333**	Amendment Contract Number: **2022*0148 Amendment #1**
Contract Performance Beginning Date: **July 1, 2021**	Current Contract Expiration Date: **June 30, 2023**

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2022*0148	$0.00	$222,342.00	$0.00	7/1/21-6/30/22	$222,342.00
Amendment #1	2022*0148 Amendment #1	$0.00	$237,069.00	$0.00	7/1/22-6/30/23	$237,069.00
					Current Contract Maximum Cumulative Amount	$459,411.00

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

CONTRACTOR	**STATE OF COLORADO**
Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) Gunnision County Department of Health and Human Services	**Jared S. Polis, Governor** Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director
_____ By: Signature	_____ By: Signature
_____ Name of Person Signing for Contractor FULL NAME	_____ Name of Executive Director Delegate
_____ Title of Person Signing for Contractor TITLE	_____ Title of Executive Director Delegate
Date: _____	Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Signature

_____
Name of State Controller Delegate

_____
Title of State Controller Delegate

Amendment Effective Date:_____

-- Signature and Cover Pages End --

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1. PARTIES

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown under the State Controller Signature. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **July 1, 2022**, whichever is later, and shall terminate on the termination of the Contract or **June 30, 2023**, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to Implement the "Communities that Care" model to identify evidence-based or evidence informed youth substance abuse prevention strategies and identify sustainable local or regional strategies for ongoing implementation of youth substance abuse prevention strategies

The Parties now desire to renew for an additional term and change current Contract Maximum Total for the following reason: To renew for an additional term and change current contract maximum.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

B. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

C. The Parties now agree to modify Exhibit, B, Statement of Work of the agreement. Exhibit, B, Statement of Work is deleted and replaced in its entirety with Exhibit, B, Statement of

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Work attached to this Amendment for the following reason: to continue services and update Statement of Work for the new fiscal year..

D. The Parties now agree to modify Exhibit, C, Budget of the agreement. Exhibit, C, Budget is deleted and replaced in its entirety with Exhibit, C, Budget attached to this Amendment for the following reason: To add funds to the new fiscal year.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

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STATEMENT OF WORK
To Original Contract Number: 2022*0148

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Entity Name: Gunnison County

II. Project Description:

This project serves to improve the health of all Coloradans by reducing substance misuse among youth through uses of Marijuana Tax Cash Funds. The Colorado Department of Public Health and Environment (CDPHE) prioritized funding to reach this outcome using an evidence-based community-organizing approach that reduces risk and increases protective factors that are also linked to long-term reductions in violence and suicide, in addition to substance misuse. Special attention must be paid to focusing these efforts on addressing racial justice and other oppressive systems within each community, elevating all community voices and allowing community members to drive decision-making. During the scope of this project, grantees can expect to see reductions in risk factors and increases in protective factors. Under this model, funded community Coalition Member groups across the state will implement the following:

1. Organize a group of youth, families, professional Coalition Members, in addition to formal and informal leaders;
2. Build the capacity of Coalition Members to
    a. assess the specific, well-researched Shared Risk and Protective Factors (factors that increase the likelihood of a problem behavior or that buffer someone from the risks of a problem behavior) among the youth in their communities;
    b. select from a menu of proven or evidence-informed Primary Prevention strategies (including programs) to address the factors most relevant among their local youth;
    c. identify funding for the selected strategies;
    d. implement those strategies aligned to best practices; and
    e. evaluate the impact of their strategies.

Community Coalition Member groups will do this within their defined Geographic Areas of Focus. Colorado youth in each of the funded communities across the state will benefit from this project due to the increased presence of evidence-informed strategies and programs as a result of organized Coalition Member efforts to impact gaps in preventing risk or promoting protective factors.

III. Definitions:

1. **Authentic Community Engagement**: Authentic Community Engagement is a two-way exchange of information, ideas and resources. Community engagement should offer opportunities for communities to exercise power in decision-making. It should also consider the diversity of our communities, including culture and ethnicity, and see to create an inclusive and accessible process.
2. **CDE:** Colorado Department of Education
3. **CDPHE:** Colorado Department of Public Health and Environment
4. **CMP:** Collaborative Management Programs funded by CDHS
5. **Coalition Members**: Coalition members include all participants of the organized group engaged in the CTC Model representative of the many sectors recommended to be a part of local prevention decision-making: youth, parents, residents, public health, youth-serving organization, such as mentoring and after school programs, local education authority, community-based organization addressing prevention, local housing and human services, local community health and/or health care organization, local law enforcement, local business, and elected officials. These Coalition Members should represent the diversity of the community they represent. Coalition Members is inclusive of

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participants in the key leader board, community board, and workgroups as outlined in the CTC Model.

6. **Community Assessment**: The Community Assessment is a process where communities use data from their Geographic Area of Focus (or larger region/state when local data is not available) that identifies gaps in prevention to reduce risk and increase protective factors that improve youth health outcomes. The Community Assessment also includes assessing available resources within the Geographic Area of Focus to implement a comprehensive Prevention Science approach. The resources assessed indicate both need and readiness or capacity to reduce risk or increase protection.
7. **Community Action Plan (CAP):** This comprehensive and community-wide action plan defines the community engagement process and Primary Prevention plan of CTC. Part 1 of this plan includes the Coalition Members engaged, existing Primary Prevention efforts within the community, the prioritization process of the data, the risk and protective factors that the community selected to address, and the selected Primary Prevention strategies and programs that the community, not the lead agency, has decided to prioritize to reduce those risk or improve those protective factors. The plan is ideally comprehensive when it includes strategies and practices that cross the Socio-Ecological Model, including programs for individuals and families, policy improvements for organization and local governance, and efforts to shift the community norms to reflect the Social Development Strategy. Part 2 of this plan, sometimes called the implementation and evaluation plan, ultimately specifies the steps that the community will take to implement the action plan, capacity building, funding, and outlines how those steps will be measured for success. Part 2 of the plan addresses gaps that exist within the community and is fluid as the Coalition Members shift their implementation strategies to adjust to an ever-changing environment.
8. **Communities That Care (CTC) Model**: The CTC Model is an evidence-based community engagement and Prevention Science approach identified as a promising program by the Blueprints for Healthy Youth Development evidence-based registry. CTC includes 5 Phases of implementation with milestones outlined for each phase:
    Phase 1: Get Started
    Phase 2: Get Involved
    Phase 3: Develop Community Profile
    Phase 4: Create a Plan
    Phase 5: Implement and Evaluate
9. **CTC Community Mobilizer**: The CTC Community Mobilizer is responsible for supporting the community Coalition groups to understand and implement the CTC Model. This position will encourage the use of evidence-based approaches as the local Coalition plans, develops, implements, monitors, and sustains prevention strategies aligned to community needs. The Community Mobilizer's guidance and support throughout CTC implementation will advocate for community-driven practices and emphasize capacity building of Coalition Members. This role will have various responsibilities, and will also be tasked with sharing responsibility, leadership, and ownership with the community Coalition Members. There is one CTC Community Mobilizer per Grantee.
10. **CU Anschutz**: University of Colorado Anschutz Medical Campus
11. **DCJ**: Division of Criminal Justice
12. **DfC**: Drug Free Communities Grant recipients from the Office of National Drug Control and Policy
13. **External Evaluation Entity:** CDPHE will hire an external evaluation agency to conduct cross-site evaluation of implementation across the state, as well as to provide subject matter expertise and technical assistance to improve data-driven decision-making and local evaluation planning for CAPs.
14. **FTE**: Full Time Equivalent staff.
15. **Geographic Area of Focus:** the boundaries of the community selected for intervention by the Contractor. Defined geographic boundaries support the External Evaluation Entity in identifying data sources to monitor for outcome evaluation over time.
16. **HKCS:** Healthy Kids Colorado Survey
17. **MCH:** Maternal Child Health programs funded at local public health agencies throughout the state.

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18. **OBH**: Office of Behavioral Health at the Colorado Department of Human Services
19. **Prevention Science:** Prevention Science focuses on the development of evidence-based strategies that reduce risk factors and enhance protective factors to improve the health and wellbeing of individuals, families, and communities. A central tenet of Prevention Science is the promotion of health equity and reduction of disparities by studying how social, economic and racial inequalities and discrimination influence healthy development and wellbeing. The application of well-tested practices, strategies and policies generated by Prevention Science can lead to substantial cost-savings by investing in upstream strategies to avoid downstream costs. An integrated delivery system of comprehensive evidence-based prevention strategies that crosses many public sectors with scientifically-based guidance and resources to legislative and administrative decision-makers will facilitate the integration of best practices from Prevention Science into policy.
20. **Primary Prevention**: As defined by the Centers for Disease Control's (CDC) Principles of Prevention Guide, Primary Prevention takes place BEFORE substance misuse (or other health behavior) initially occurs. It involves programs and strategies designed to reduce the factors that put people at risk for substance misuse or exposure. Or, they encourage the factors that protect or buffer people from substances.
21. **Positive Youth Development (PYD):** PYD is an approach that guides communities and organizations in the way that they organize services, opportunities and supports. In practice, this approach incorporates the development of skills, opportunities and authentic relationships into programs, practices and policies, so that young people reach their full potential.
22. **SB94:** Programs funded by CDHS authorized through Senate Bill 94.
23. **Shared Risk and Protective Factors:** Research from the Centers of Disease Control and Prevention shows that many forms of violence and injury are connected and share many of the same risk and protective factors. These factors can put someone more or less at risk of experiencing substance misuse, poor educational attainment, violence and injury.
24. **Social Development Strategy (SDS):** Providing young people with opportunities, skills and recognition strengthens bonding with family, school and community. Strong bonds motivate young people to adopt healthy standards for behavior. The strategy has five key components:
    1) Opportunities: Provide developmentally appropriate opportunities to young people, for active participation and meaningful interaction with prosocial others.
    2) Skills: Teach young people the skills they need to succeed
    3) Recognition: Provide consistent specific praise and recognition for effort, improvement, and achievement.
    4) Bonding: Acknowledge a young person's effort and promote positive bonding — a sense of attachment, emotional connection and commitment to the people and groups who provide that recognition. Bonding can occur with a family member, teacher, coach, employer or neighbor.
    5) Clear Standards for Behavior: Through the process of bonding, young people become motivated to live according to the healthy standards of the person or group to whom they are bonded.
25. **Socio-Ecological Model:** CDC uses a four-level Social-Ecological Model to better understand domains that influence decisions, behaviors, and outcomes and the effect of potential prevention strategies in influencing positive changes in these domains. This model considers the complex interplay between individual, relationship, community, and societal factors.
26. **State-funded programs**: Examples of state-funded prevention programs include the Tony Grampsas Youth Services projects, sexual violence prevention programs, communities funded by the Office of Suicide Prevention, Maternal Child Health, CDE grantees, collaborative management programs, community substance misuse treatment programs funded by OBH, Senate Bill 94 programs, Regional Accountable Entities funded by Health Care Policy and Financing, and other Division of Criminal Justice programs.
27. **Substance misuse:** substance misuse among youth includes underage use of marijuana and alcohol and the misuse of prescription drugs/opioids. Additional substances may be included in the definition of substance misuse by a community if they have documented data of misuse or abuse among youth in their community, excluding tobacco.

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28. TGYS: Tony Grampsas Youth Services grants for Primary Prevention programs in communities.

IV. Work Plan:

Goal #1: Create healthy, thriving and resilient communities, free from violence and injury.	
Objective #1: No later than the expiration date of this contract, maintain an organized group of Coalition Members who are prepared to use Prevention Science to impact Shared Risk and Protective Factors in the lives of youth in their Geographic Area of Focus.	
Primary Activity #1	The Contractor shall facilitate a group of Coalition Members that represent the Geographic Area of Focus through the milestones of Phases 1 in addition to 2 of the Community That Care (CTC) Model, in order to develop their capacity to drive decisions that promote Prevention Science within their community.
Sub-Activities #1	1. The Contractor shall provide a CTC Community Mobilizer that is 0.75 FTE or greater. 2. The Contractor shall define the parameters of the Geographic Area of Focus in order to recruit Coalition Members from the area. 3. The Contractor shall facilitate diverse Coalition Members to serve on the key leader board in addition to community board. 4. The Contractor shall provide a list of middle schools in addition to high schools in their Geographic Area of Focus to the University of Colorado Anschutz Medical Campus (CU Anschutz) Healthy Kids Colorado Survey (HKCS) team to encourage focused recruitment of those schools in the HKCS. 5. The Contractor shall facilitate leaders of state-funded upstream prevention projects within the Geographic Area of Focus to participate in the CTC process. 6. The Contractor shall facilitate leaders of state-funded opioid prevention projects within the Geographic Area of Focus to participate in the CTC process. 7. The Contractor shall facilitate leaders of state-funded opioid intervention projects within the Geographic Area of Focus to participate in the CTC process. 8. The Contractor shall perform as a liaison linking CU Anschutz HKCS staff to schools for recruitment for survey administration. 9. The Contractor shall record a report sharing agreement with local schools to receive HKCS scaled risk as well as protective factor reports once every two (2) years. 10. The Contractor shall provide professional development opportunities to support the CTC Community Mobilizer's ability to effectively facilitate Coalition Member growth in addition to sustainability to address Prevention Science. 11. The Contractor shall use group facilitation skills as well as tools, provided by CDPHE, to guide the Coalition Members through the CTC process. 12. The Contractor shall facilitate the Coalition Member's development through the milestones of Phases 1 and 2 in the CTC Model. 13. The Contractor shall build Coalition Members' capacity to implement Prevention Science approaches within the community.

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	14. The Contractor shall implement milestones from Phases 1 in addition to 2 needed to support Coalition Member progress in achieving milestones from Phases 3-5. 15. The Contractor shall facilitate a minimum of one (1) Coalition Member meeting per month. 16. The Contractor shall complete the CTC milestones tool. 17. The Contractor shall distribute community Coalition Members agendas, resources, and updates in advance to prepare for meetings. 18. The Contractor shall facilitate delegation of CTC Model, workgroup, and phase tasks. 19. The Contractor shall train Coalition Members to expand community outreach. 20. The Contractor shall participate in all required technical assistance meetings conducted by the CDPHE CTC team. 21. The Contractor shall complete an equity assessment to identify the ways in which CTC community mobilizing contributes to oppression in the community. 22. The Contractor shall implement changes identified in the equity assessment. 23. The Contractor shall attend all cross-site evaluation activities required by the External Evaluation Entity. 24. The Contractor shall schedule training in addition to technical assistance from the External Evaluation Entity on how to use local data to drive decision-making. 25. The Contractor shall document progress on this primary activity in addition to alignment to the CTC Model in the regular progress reports, using the CDPHE provided template.
Primary Activity #2	The Contractor shall document an updated Community Assessment based on data from the Geographic Area of Focus.
Sub-Activities #2	1. The Contractor shall facilitate the activities outlined in the Phase 3 of the Milestones with appropriate timing for effective Coalition Member progress. 2. The Contractor shall summarize data about Shared Risk and Protective Factors in the Geographic Area of Focus. 3. The Contractor shall identify existing Primary Prevention approaches intended to impact their prioritized Shared Risk and Protective Factors. 4. The Contractor shall complete a resource assessment that outlines readiness to enhance existing Primary Prevention approaches aligned to their prioritized Shared Risk and Protective Factors. 5. The Contractor shall complete a resource assessment that outlines readiness to implement new Primary Prevention approaches aligned to their prioritized Shared Risk and Protective Factors. 6. The Contractor shall analyze Shared Risk and Protective Factor Data for disproportionate impact on demographic segments of their community. 7. The Contractor shall request relevant data from community stakeholders to further analyze gaps in local Shared Risk and Protective Factor efforts. 8. The Contractor shall document the Shared Risk and Protective Factors prioritized by Coalition Members in the Community Assessment. 9. The Contractor shall document the readiness for Primary Prevention approaches prioritized by Coalition Members in the Community Assessment. 10. The Contractor shall facilitate the Coalition Member's development through the milestones of Phase 3 in the CTC Model.

	11. The Contractor shall implement milestones from Phase 3 needed to support Coalition Member progress in achieving milestones from Phases 4-5. 12. The Contractor shall facilitate delegation of CTC Model, workgroup, and phase tasks. 13. The Contractor shall schedule training and technical assistance from the External Evaluation Entity on how to use local data to drive decision-making. 14. The Contractor shall complete the CTC milestones tool. 15. The Contractor shall document progress on this primary activity and alignment to the CTC Model in the regular progress reports, using the CDPHE provided template.
Primary Activity #3	The Contractor shall document an updated, comprehensive Community Action Plan (CAP) Part 1.
Sub-Activities #3	1. The Contractor shall document the Primary Prevention strategy(ies) selected by Coalition Members based on the Community Assessment into the CAP Part 1. 2. The Contractor shall document the Primary Prevention program(s) selected by Coalition Members based on the Community Assessment into the CAP Part 1. 3. The Contractor shall document the action steps required to implement the selected Primary Prevention approaches into the CAP Part 1. 4. The Contractor shall facilitate the Coalition Member's development through the milestones of Phase 4 in the CTC Model. 5. The Contractor shall implement milestones from Phase 4 needed to support Coalition Member progress in achieving milestones from Phase 5. 6. The Contractor shall facilitate delegation of the following: a. CTC Model, b. workgroup, and c. phase tasks. 7. The Contractor shall complete the CTC milestones tool. 8. The Contractor shall document evaluation measures for Prevention Science strategy within the CAP Part 1. 9. The Contractor shall schedule training and technical assistance from the External Evaluation Entity on how to identify evaluation measures for their CAP Part 1. 10. The Contractor shall complete an equity assessment to anticipate the ways in which selected Primary Prevention approaches may contribute to oppression in the community. 11. The Contractor shall implement changes identified in the equity assessment. 12. The Contractor shall document progress on this primary activity and alignment to the CTC Model in the regular progress reports, using the CDPHE provided template.
Primary Activity #4	The Contractor shall document progress on the CAP Part 2.
Sub-Activities #4	1. The Contractor shall document implementation of any Primary Prevention strategies focused on risk or protective factors within the community to avoid duplication. 2. The Contractor shall document implementation of specific action steps and related evaluation measures, using the CDPHE provided template.

	3. The Contractor shall document successes encountered by Coalition Members while implementing CAP Part 2 strategies. 4. The Contractor shall document challenges encountered by Coalition Members while implementing CAP Part 2 strategies. 5. The Contractor shall review CAP Part 2 activities to identify appropriate lead agency involvement and funding needs for sustainability. 6. The Contractor shall track Coalition Member progress toward implementation of the steps outlined in the CAP. 7. The Contractor shall document Primary Prevention strategy and program updates in the CAP Part 2. 8. The Contractor shall implement quality improvements to the CAP Part 2 that align with outcome-focused planning. 9. The Contractor shall complete an equity assessment to identify the ways in which CAP implementation contributes to oppression in the community. 10. The Contractor shall revise the CAP Part 2 implementation to adjust for issues identified through an equity impact assessment. 11. The Contractor shall update the CTC milestones tool for Phase 5. 12. The Contractor shall complete the evaluation portions of the CAP Part 2, using the CDPHE provided template. 13. The Contractor shall schedule training and technical assistance from the External Evaluation Entity on how to complete the evaluation portions of the CAP Part 2. 14. The Contractor shall document progress on this primary activity and alignment to the CTC Model in the regular progress reports, using the CDPHE provided template.

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Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor the documents and website content for updates and comply with all updates. 2. CDPHE will provide the Contractor with a list of all required technical assistance meetings. 3. CDPHE will provide the Contractor with a list of all cross-site evaluation activities required by the External Evaluation Entity. 4. CDPHE will provide the Contractor with the template to document implementation of specific action steps and related evaluation measures. 5. The Contractor shall retain Coalition Members from state- in addition to federally-funded programs that exist within their Geographic Area of Focus, including other funded prevention programs from CDE, MCH, TGYS, CMPs, SB94, DfCs, OBH, AG, or DCJ. 6. The Contractor shall adhere to the CTC Model for all activities. The CTC Model is available at the following website: https://www.communitiesthatcare.net/programs/ctc-plus/, which is incorporated and made part of this Contract by reference. 7. CDPHE will provide a CTC milestones tool on which the Contractor can track implementation of relevant activities. 8. The Contractor shall provide CDPHE with all information on any adjustments made to the CTC Model. 9. CDPHE will provide the Contractor with the template for the implementation and evaluation portions of the CAP Part 2. 10. The Contractor shall update the CTC milestones tool with input from the workgroups, boards, other Coalition Members engaged in CTC based on guidance from the CDPHE Staff. 11. CDPHE will provide the Contractor with a program manual that outlines CTC Model implementation expectations. 12. The Contractor shall require the CTC Community Mobilizer to demonstrate the skills identified in the CTC Community Mobilizer job description in addition to the skills assessment. 13. CDPHE will provide the Contractor with group facilitation skills in addition to tools to help guide the Coalition Members engaged in the CTC Model. 14. The Contractor shall have a minimum of one (1) trained CTC Community Mobilizer present at each Coalition Member meeting. 15. The Contractor shall require that all CTC Community Mobilizers using the CTC Model have successfully completed the Community Mobilizer Training in advance of launching CTC Model in their communities. 16. The Contractor shall require that all CTC Community Mobilizers using the CTC Model are working with a CTC coach in advance of launching CTC Model in their communities. 17. The Contractor shall adhere to all CTC Plus license agreement requirements. 18. The Contractor shall facilitate the CTC Coalition toward implementation in addition to improvement across all six of the Elements of Effective Coalitions, found at https://drive.google.com/file/d/10pk-oiLdexeUbaGEomGq6DGc5dljpGG7/view, incorporated and made part of this Contract by reference. 19. The Contractor shall include a CTC Community Mobilizer for all required technical assistance meetings.

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	20. The Contractor shall assist in all data collection efforts from the External Evaluation Entity in order to help with continuous program quality improvement, upon request by CDPHE. 21. The Contractor shall not disseminate any surveys in schools that collect health and shared risk or protective factor data similar to HKCS. 22. The Contractor shall use training in addition to technical assistance from the External Evaluation Entity to complete the evaluation portions of the CAP Part 2. 23. The Contractor shall use the Office of Health Equity's Sweet Tool on Authentic Community Engagement to move through the spectrum of engagement toward Shared Leadership with Coalition Members. This information is incorporated and made part of this Contract by reference, and is available at the following website: https://drive.google.com/file/d/119IenKB-zvTeQHUjanB0MS7rkx-Wr-UJ/view 24. The Contractor shall develop a Community Assessment in collaboration with the existing local community health assessment required in the Public Health Act of 2008. 25. The Contractor shall provide Coalition Member meetings with access to these items: a. convenient location, b. meetings held at a convenient time that does not conflict with work and school schedules, c. available public transportation, d. childcare accessibility, e. interpretation needs, f. food, g. accessible facilities that are inclusive for all coalition members. 26. The Contractor shall reimburse Coalition Members for their time and expertise if they participate outside of their employment or paid time. 27. The Contractor shall provide language interpretation at CTC Coalition Member meetings when there are non-English speaking community members participating. 28. The Contractor shall use annual feedback from cross-site evaluation activities required by the External Evaluation Entity to identify opportunities for development in addition to quality improvement that will support program outcomes. 29. The Contractor shall require staff to participate in professional development opportunities, including grantee meetings, the Community Mobilizer training, effective facilitation strategies, positive youth development, accessing data resources, prevention-science, in addition to other trainings as identified by CDPHE. 30. The Contractor shall use the positive youth development in action rubrics (adult and youth version) to build capacity and evaluate effective youth involvement. This document is incorporated and made part of this Contract by reference and is available at the following website: https://sites.google.com/state.co.us/pydinaction/resources 31. CDPHE will provide the Contractor with a menu of Primary Prevention strategies across the Socio-Ecological Model for Coalition Member's implementation within the CAP. 32. The Contractor shall comply with the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards) website

	for all health related communications. This document is incorporated and made part of this Contract by reference and is available at the following website: https://thinkculturalhealth.hhs.gov/clas/blueprint. 33. The Contractor shall not use CTC funds to purchase ad space for existing statewide social marketing campaigns. 34. The Contractor shall use only marijuana research or statements on the health effects outlined by the Retail Marijuana Public Health Advisory Committee. These approved health statements and factsheets are incorporated and made part of this Contract by reference and are available on the following website https://marijuanahealthinfo.colorado.gov/. 35. The Contractor shall use the CDPHE-approved progress and final report templates, to be provided by CDPHE. 36. The Contractor shall provide to CDPHE upon request written procedures related to gift card purchase and handling. At a minimum, the procedures must include the following: a. How the gift card inventory is tracked and maintained; b. Gift card storage and safeguards against theft; c. The primary person responsible for securing and distribution gift cards; d. A gift card distribution log that records each gift card number, dollar amount, reason for receiving the gift card, and the printed name and signature of each gift card recipient. 37. The Contractor shall provide CDPHE with an updated staff roster of CTC Community Mobilizers in addition to other staff within two (2) weeks of any staffing change. 38. The Contractor shall consult with their CDPHE Staff prior to making changes to Parts 1 or 2 of the Community Action Plan that would alter the objectives of either plan in order to maintain alignment to best practices. 39. CDPHE will review and provide feedback on best practices for Parts 1 in addition to 2 of the Community Action Plan within twenty (20) business days. 40. The Contractor shall consult with their CDPHE Staff on feedback for Parts 1 in addition to 2 of the Community Action Plan prior to strategy and program implementation. 41. The Contractor shall use current social marketing campaign materials provided by CDPHE, when social norms change is selected as part of the CAP.
Expected Results of Activity(s)	Maintain high capacity groups of Coalition Members who are ready to drive decision-making throughout the community to support advancing health equity in their Geographic Area of Focus, including the Social Development Strategy. Coalition Members lead the following: 1. assess the specific, well-researched Shared Risk and Protective Factors (factors that increase the likelihood of a problem behavior or buffer someone from the risks of a problem behavior) among the youth in their communities; 2. select from a menu of proven or evidence-informed Primary Prevention strategies (including programs) to address the factors most relevant among their local youth; 3. identify funding for the selected strategies; 4. implement those strategies aligned to best practices,

	5. evaluate the impact of chosen strategies,	
Measurement of Expected Results	1. Progress report on primary activities using a CDPHE approved template.	
		Completion Date
Deliverables	1. The Contractor shall submit a progress report on primary activities using a CDPHE approved template.	No later than 9/30, 12/31, 3/31, 6/30 annually

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Staff. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within fifteen (**15)** calendar days of discovery of a compliance issue. Within thirty (**30)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Staff and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

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COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing # 2022*0148

Contractor Name	Gunnison County/Gunnison County Substance Abuse Prevention Project (GCSAPP)	**Program Contact Name, Title, Phone and Email**	Emily Mirza, GCSAPP Program Manager 970-642-7369, emirza@gunnisoncounty.org
Budget Period	July 1, 2022 through June 30, 2023	**Fiscal Contact Name, Title, Phone and Email**	Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org
Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	**Contract (CT or PO) Number**	CT FHLA 2022*0148

Expenditure Categories

Personal Services
Salaried Employees

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
					$ -

Personal Services
Hourly Employees

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Communities that Care Community Mobilizer/Manager	This position is responsible for coordinating the Communities That Care project with fidelity, including Community Board and Key Leader Board member engagement; communication; meetings; reporting on the project; maintaining communication with community partners and community members; and coordinating implementation of evidence-based youth substance abuse prevention strategies. This position is a minimum of 0.75 FTE	$ 32.00	$ 8.00	1560.0	$ 62,400.00
Protective Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting schedules and other logistics for PYD education activities. Ensures sustainability of PYD strategy by working with community partners on securing funding and working towards collective impact. Assisting with community champions for Sources of Strength and supporting safe spaces for youth.	$ 27.00	$ 8.00	780.0	$ 27,300.00
Risk Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting schedules, food ordering, technology, printing, and other logistics related to Toxic Stress and Family Friendly Business Practices education including ensuring sustainability by working with the Early Childhood Council, Chamber of Commerce, Gunnison Valley Health and other community stakeholders	$ 30.75	$ 11.00	416.0	$ 17,368.00

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Youth Engagement/Programming Coordinator	Ensures the coalition is practicing PYD and youth engagement strategies to fidelity. Assisting with social development opportunities, safe spaces for youth, youth groups, and supporting the community champion.	$ 24.20	$ 7.00	910.0	$ 28,392.00
Interpreter/Translator & Latinx Advocate	Increases equitable communication, translates documents for community meetings and protective/risk factor strategies, and interprets at coalition meetings and trainings. Engages the Latinx population and supports Latinx Youth Groups.	$ 24.00	$ 7.00	1040.0	$ 32,240.00
					$ -
				Total Personal Services (including fringe benefits)	**$ 167,700.00**

Supplies & Operating Expenses

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Conference Registration - coalition members *(participant support cost)*	Registration for Annual Shared Risk and Protective Factor (SRPF) Conference for 3 coalition members. ** excluded from indirect.*	$ 250.00	3.0	$ 750.00
Conference Registration - staff	Registration for Annual Shared Risk and Protective Factor (SRPF) Conference the Community Mobilizer.	$ 250.00	1.0	$ 250.00
Supplies-Office	Pens, paper, sticky notes, highlighters, tablets, file folders, presentation boards, flash drives, batteries that will be used by Community Mobilizer at meetings and trainings. Costs are estimated based on monthly averages for similar programs.	$ 20.00	12.0	$ 240.00
Equity Lab	4 in person equity lab meetings . $200 x 4 = $800. $200 per session to cover the cost of facilitation/materials and food at $6pp x 10 =$60 per session. The purpose of the equity lab is to ensure sustainability and collaboration of health equity across the community. It is important to provide food for these meetings in order to provide an incentive to stakeholders, because the meetings often occur over the lunch hour, after work, or on weekends. Food will only be provided for in person meetings and will not be provided for virtual meetings. Food for meetings is allowed per CTC RFA.	$ 260.00	4.0	$ 1,040.00
Equity Training	2 equity lunch and learn presentations for coalition and community members in order to continue to educate community about health equity. $200 per presentation for presenter fee and food at $8.50 x10 people per meeting = $170 (400+170=570). $285 per meeting x 2 = $570.00. It is important to provide food for these meetings in order to provide an incentive to stakeholders, because the meetings often occur over the lunch hour, after work, or on weekends. Food will only be provided for in person meetings and will not be provided for virtual meetings. Food for meetings is allowed per CTC RFA.	$ 285.00	2.0	$ 570.00

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PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

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Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	**Contract (CT or PO) Number**	CT FHLA 2022*0148

Meeting Costs	Lunch for in-person Workgroup Meetings and coalition meetings. 18 workgroup meeting per year (10 people x $12pp = $2,160). 6 coalition meetings per year (20 people x $15pp = $1,800). Food provided as an incentive and to clear barriers for stakeholders as the meetings often occur over the lunch hour. Food for meetings is allowed per CTC RFA.	$ 1.00	3,960.0	$ 3,960.00
Incentives *(participant support cost)*	Incentives to acknowledge community member (parent, youth, or resident) time and expertise to contribute to the goals of the coalition. $30 per person x 10 persons x 12 events. **excluded from indirect*	$ 300.00	12.0	$ 3,600.00
Computer Costs	We pay monthly computer costs to the county $300/mo. per computer - costs 2.5 FTE	$ 750.00	12.0	$ 9,000.00
Phone Costs	Monthly phone costs for the county are $35/mo. per phone - costs 2.5 FTE	$ 87.50	12.0	$ 1,050.00
Copy & Print Supplies	Community engagement and meeting materials, PYD training materials, flyers, promotional cards, and educational materials for surveys and events. Average is $50 per month.	$ 50.00	12.0	$ 600.00
Advertising and Promotional Costs	Costs for informing and educating the community about risk and protective factors and ways to support youth . $182/mo. Based on cost of monthly newspaper ads.	$ 182.00	12.0	$ 2,184.00
			Total Supplies & Operating	**$ 23,244.00**

Travel

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Mileage - Staff	Mileage, paid at the IRS mileage rate of $0.59 per mile for Community Mobilizer. This includes 1 trip to Denver to attend training, 1 trip to attend annual SRPF conference, and two Rural Resort Meetings (1500 miles RT x .59 x 4)	$ 0.590	6000.0	$ 3,540.00
Lodging - Staff	Lodging for Community Mobilizer to attend 1 training in Denver (3 nights X $195 per night x 1 room), the SRPF Conference (3 nights x $144 per night x 1 room), and 2 Rural Resort Community Meetings (2 nights @ $195 per night x 1 rooms)	$ 1,407.00	1.0	$ 1,407.00
Lodging - Coalition Members *(participant support cost)*	Lodging for 1 coalition member to attend 1 training in Denver (3 nights X $195 per night x 1 room), the SRPF Conference (3 nights x $144 per night x 1 room), and 2 Rural Resort Community Meetings for 3 coalition members (2 nights @ $195 per night x 3 rooms) **Excluded from indirect.*	$ 2,187.00	1.0	$ 2,187.00
Meals - Staff	Meal estimate based on GSA per diem rates for most of Colorado (2 travel days at $57 + 2 full days at $76 = $266) x 1 Community Mobilizer x 2 trips *and* (2 travel days at $57 + 1 full days at $76 = $266) x 1 Community Mobilizer	$ 1,064.00	1.0	$ 1,064.00

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PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing # 2022*0148

Contractor Name	Gunnison County/Gunnison County Substance Abuse Prevention Project (GCSAPP)	**Program Contact Name, Title, Phone and Email**	Emily Mirza, GCSAPP Program Manager 970-642-7369, emirza@gunnisoncounty.org
Budget Period	July 1, 2022 through June 30, 2023	**Fiscal Contact Name, Title, Phone and Email**	Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org
Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	**Contract (CT or PO) Number**	CT FHLA 2022*0148

Meals - Coalition Members *(participant support cost)*	Meal estimate based on GSA per diem rates for most of Colorado (2 travel days at $57 + 2 full days at $76 = $266) x 1 person x 2 trips *and* (2 travel days at $57 + 1 full days at $76 = $190 x 3 people **Excluded from indirect.*	$ 1,102.00	1.0	$ 1,102.00
				$ -
			Total Travel	**$ 9,300.00**

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PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing # 2022*0148

Contractor Name	Gunnison County/Gunnison County Substance Abuse Prevention Project (GCSAPP)	**Program Contact Name, Title, Phone and Email**	Emily Mirza, GCSAPP Program Manager 970-642-7369, emirza@gunnisoncounty.org
Budget Period	July 1, 2022 through June 30, 2023	**Fiscal Contact Name, Title, Phone and Email**	Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org
Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	**Contract (CT or PO) Number**	CT FHLA 2022*0148

Contractual

Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Gunnison Valley Mentors	Time and expertise dedicated to supporting the community members engaged in the process and leading collective change across the community for Protective Factor Strategies. 5 hours a week for one staff member at $20/hr.	$ 20.00	260.0	$ 5,200.00
Community Champion	This position is responsible for building capacity for other parents or residents who are engaged in the project and who participate voluntarily and not as part of a professional role. They support action planning and implementation. $30/hr. x estimated 20 hr. mo.	$ 30.00	240.0	$ 7,200.00
Youth Advisors	2 university students to work with GCSAPP, attends all coalition meetings, chooses one implementation strategy to work on and helps to deliver presentations . $25/hr. x 10 hour per month per youth x 11 months. This helps ensure that we are having youth voice in all of our work.	$ 25.00	220.0	$ 5,500.00
Gunnison Watershed RE1J School District	Gunnison Watershed School District staff will build capacity to promote SDS in the community and will help increase connections for coalition members/trusted adults to engage with underserved youth through GSAs, Sources of Strength, and Latin Youth groups. Following SDS and PYD framework this will help give the opportunity for youth to lead and build leadership skills and increase connections to trusted adults. This will increase the coalitions capacity to utilize youth and school staff voice in community level prevention strategies including informing phases 3, 4, and 5. $500 x 4 four secondary school sites.	$ 500.00	4.0	$ 2,000.00
Gunnison Valley Health	GVH will help to address community risk factors. GVH will	$ 6,000.00	1.0	$ 6,000.00
				$ -
			Total Contractual	**$ 25,900.00**
			SUB-TOTAL OF DIRECT COSTS	**$ 226,144.00**

Indirect

Item	Description of Item	Total Amount Requested from CDPHE
Federally-Negotiated Indirect Cost Rate		
CDPHE-Negotiated Indirect Cost Rate	Gunnison County has a CY2022 CDPHE negotiated rate of 24.18% MTDC but has opted to assess a lesser rate of 5% Modified Total Direct Costs for this grant.	$ 10,925.00
De Minimis Indirect Cost Rate		
	Total Indirect	**$ 10,925.00**
	TOTAL	**$ 237,069.00**

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DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CONTRACT ROUTING NO. 2022*0148

APPROVED TASK ORDER CONTRACT – WAIVER #154

This task order contract is issued pursuant to master contract made on 11/23/2016, with routing number 13 FAA 00023.

STATE:
State of Colorado for the use & benefit of the
Department of Public Health and Environment

Prevention Services Division
Injury and Violence Prevention-Mental Health Promotion
4300 Cherry Creek Drive South
Denver, Colorado 80246

CONTRACT MADE DATE: 4/12/2021

TERM:
This contract shall be effective upon approval by the State Controller, or designee, or on 07/01/2021, whichever is later. The contract shall end on 06/30/2022.

PROCUREMENT METHOD:
RFA 32714

BID/RFP/LIST PRICE AGREEMENT NUMBER:
N/A

LAW SPECIFIED VENDOR STATUTE:
N/A

STATE REPRESENTATIVE:
Ali Maffey
VIP-MHP Branch
Prevention Services Divisino, A-4
4300 Cherry Creek Drive South
Denver, Colorado 80246

CONTRACTOR:
Board of County Commisioners of Gunnison County
for the use and benefit of the Gunnison County Department of Health and Human Services
225 North Pine Street, Suite E
Gunnison, Colorado 81230-2333

CONTRACTOR DUNS: 133115220

CONTRACTOR ENTITY TYPE:
Political Subdivision

BILLING STATEMENTS RECEIVED:
Monthly

STATUTORY AUTHORITY: Not Applicable

CLASSIFICATION: Subrecipient

CONTRACT PRICE NOT TO EXCEED: $222,342.00
FEDERAL FUNDING DOLLARS:
STATE FUNDING DOLLARS: $222,342.00
OTHER FUNDING DOLLARS:
Specify "Other":

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:
FY22: $222,342.00
:
:
:
:

PRICE STRUCTURE: Cost Reimbursement

CONTRACTOR REPRESENTATIVE:
Joni Reynolds
Health and Human Services Director
225 North Pine Street, Suite E
Gunnison Colorado, 81230-2333

PROJECT DESCRIPTION:
Implement the "Communities that Care" model to identify evidence-based or evidence informed youth substance abuse prevention strategies and identify sustainable local or regional strategies for ongoing implementation of youth substance abuse prevention strategies

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EXHIBITS:

The following exhibits are hereby incorporated:

Exhibit A -	Additional Provisions
Exhibit B -	Statement of Work
Exhibit C -	Budget
Exhibit D-	Sample Option Letter

GENERAL PROVISIONS

The following clauses apply to this Task Order Contract. These general clauses may have been expanded upon or made more specific in some instances in exhibits to this Task Order Contract. To the extent that other provisions of this Task Order Contract provide more specificity than these general clauses, the more specific provision shall control.

1. This Task Order Contract is being entered into pursuant to the terms and conditions of the Master Contract including, but not limited to, Exhibit One thereto. The total term of this Task Order Contract, including any renewals or extensions, may not exceed five (5) years. The parties intend and agree that all work shall be performed according to the standards, terms and conditions set forth in the Master Contract.

2. In accordance with section 24-30-202(1), C.R.S., as amended, this Task Order Contract is not valid until it has been approved by the State Controller, or an authorized delegee thereof. The Contractor is not authorized to, and shall not; commence performance under this Task Order Contract until this Task Order Contract has been approved by the State Controller or delegee. The State shall have no financial obligation to the Contractor whatsoever for any work or services or, any costs or expenses, incurred by the Contractor prior to the effective date of this Task Order Contract. If the State Controller approves this Task Order Contract on or before its proposed effective date, then the Contractor shall commence performance under this Task Order Contract on the proposed effective date. If the State Controller approves this Task Order Contract after its proposed effective date, then the Contractor shall only commence performance under this Task Order Contract on that later date. The initial term of this Task Order Contract shall continue through and including the date specified on page one of this Task Order Contract, unless sooner terminated by the parties pursuant to the terms and conditions of this Task Order Contract and/or the Master Contract. Contractor's commencement of performance under this Task Order Contract shall be deemed acceptance of the terms and conditions of this Task Order Contract.

3. The Master Contract and its exhibits and/or attachments are incorporated herein by this reference and made a part hereof as if fully set forth herein. Unless otherwise stated, all exhibits and/or attachments to this Task Order Contract are incorporated herein and made a part of this Task Order Contract. Unless otherwise stated, the terms of this Task Order Contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between the Master Contract and this Task Order Contract (including its exhibits

and/or attachments), or between this Task Order Contract and its exhibits and/or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of the Master Contract; 2) the Master Contract (other than the Special Provisions) and its exhibits and attachments in the order specified in the Master Contract; 3) this Task Order Contract; 4) the Additional Provisions - **Exhibit A**, and its attachments if included, to this Task Order Contract; 5) the Scope/Statement of Work - **Exhibit B**, and its attachments if included, to this Task Order Contract; 6) other exhibits/attachments to this Task Order Contract in their order of appearance.

4. The Contractor, in accordance with the terms and conditions of the Master Contract and this Task Order Contract, shall perform and complete, in a timely and satisfactory manner, all work items described in the Statement of Work and Budget, which are incorporated herein by this reference, made a part hereof and attached hereto as "**Exhibit B**" and "**Exhibit C**".

5. The State, with the concurrence of the Contractor, may, among other things, prospectively renew or extend the term of this Task Order Contract, subject to the limitations set forth in the Master Contract, increase or decrease the amount payable under this Task Order Contract, or add to, delete from, and/or modify this Task Order Contract's Statement of Work through a contract amendment. To be effective, the amendment must be signed by the State and the Contractor, and be approved by the State Controller or an authorized delegate thereof. This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Task Order Contract on the effective date of such change as if fully set forth herein.

6. The conditions, provisions, and terms of any RFP attached hereto, if applicable, establish the minimum standards of performance that the Contractor must meet under this Task Order Contract. If the Contractor's Proposal, if attached hereto, or any attachments or exhibits thereto, or the Scope/Statement of Work - Exhibit B, establishes or creates standards of performance greater than those set forth in the RFP, then the Contractor shall also meet those standards of performance under this Task Order Contract.

7. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** *[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is $100,000 or higher]*

By entering into this Task Order Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be evaluated in accordance with the terms and conditions of this Task Order Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Task Order Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Task Order Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Task Order Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and

prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

8. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

SIGNATURE PAGE
Contract Routing Number: 2022*0148

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

CONTRACTOR	**STATE OF COLORADO**
Board of County Commisioners of Gunnison County for the use and benefit of the Gunnison County Department of Health and Human Services	**Jared S. Polis, Governor** Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director
DocuSigned by: By: Signature	DocuSigned by: Lisa McGovern By: Signature
Jonathan Houck Name of Person Signing for Contractor	Lisa McGovern Name of Executive Director Delegate
Chair-Gunnison BOCC Title of Person Signing for Contractor	Procurement & Contracts Section Director Title of Executive Director Delegate
Date: 2021-05-10	Date: 2021-05-11

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Travis Yoder
By: Signature

Travis Yoder
Name of State Controller Delegate

Controller
Title of State Controller Delegate

Contract Effective Date: 2021-05-31

-- Signature Page End --

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EXHIBIT A

ADDITIONAL PROVISIONS
To Original Contract Routing Number CT FHLA 2022*0148

These provisions are to be read and interpreted in conjunction with the provisions of the Contract specified above.

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly schedule CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website https://cdphe.colorado.gov/standardized-invoice-form and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with this Statement of Work and Budget.

   Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: Alison Maffey, ali.maffey@state.co.us

   Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Contract.

   Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

2. Time Limit For Acceptance Of Deliverables.

   a. Evaluation Period. The State shall have **thirty (30)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.

   b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **fifteen (15)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

   c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **thirty (30)** calendar days, to correct the noted deficiencies.

3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

   The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

4. This award does not include funds for Research and Development.

5. If Contractor indicates full expenditure of funds under this Contract by February 28 of each grant year and the full expenditure does not occur, CDPHE has the option to reduce current or upcoming Contract by said amount or a percent deemed reasonable by CDPHE. The State will notify the Contractor of the potential need to decrease the current or upcoming budget. If the Contractor indicates at a later date than February 28 of each grant year an expectation of surplus of funds or inability to fully expend said funds for unforeseen circumstances that Contractor had not anticipated by February 28, CDPHE will reallocate unspent funds without any penalties to the Contractor.

Upon receipt of timely written notice of an objection by the State for inability to fully expend funds, the Contractor shall have a reasonable period of time not to exceed ten (10) calendar days to respond to the action. If no dispute is received by the State within ten (10) calendar days, the State has the option to reduce the current budget for the current year and any upcoming budget for future contractual agreements.

6. Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs shall be submitted to the State at least ninety (90) days prior to the end of the contract period and may require an amendment in accordance with General Provisions, Section 16, Contract Modifications, of this Contract.

7. Contractor agrees to provide services to all Program participants and employees in a smoke-free environment in accordance with Public Law 103-227, also known as "the Pro-Children Act of 1994", (Act). Public Law 103-227 requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

8. The State of Colorado, specifically the Colorado Department of Public Health and Environment, shall be the owner of all equipment as defined by Federal Accounting Standards Advisory Board (FASAB) Generally Accepted Accounting Principles (GAAP) purchased under this Contract. At the end of the term of this Contract, the State shall approve the disposition of all equipment.

9. Contractor shall not use State funds provided under this Contract for the purpose of lobbying as defined in Colorado Revised Statutes (C.R. S.) 24-6-301(3.5)(a).

10. The State, at its discretion, shall have the option to extend the term under this Contract beyond the Initial Term for a period or for successive periods, of 1 year at the same rates and under the same terms specified in the Contract. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **Exhibit D**. If exercised, the provisions of the Option Letter shall become part of and be incorporated in the original contract. The total duration of this contract shall not exceed 5 years.

11. The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and/or Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **Exhibit D**. Delivery of Goods and/or performance of Services shall continue at the same rates and terms as described in this Contract.

EXHIBIT B

STATEMENT OF WORK
Original Contract Routing Number: 2022*0148

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Entity Name: Gunnison County

II. Project Description:

This project uses Marijuana Tax Cash Funds to improve the health of all Coloradans by reducing substance misuse among youth. CDPHE prioritized funding to reach this outcome using an evidence-based community-organizing approach that reduces the risk and increases the protective factors that are also linked to long-term reductions in violence and suicide in addition to substance misuse. Special attention must be paid to focusing these efforts on addressing racial justice and other oppressive systems within each community, elevating all community voices and allowing community members to drive decision-making. During the scope of this project, grantees can expect to see reductions in risk factors and increases in protective factors. Under this model, funded community Coalition Member groups across the state implement the following:

1. Organize a group of youth, families, professional Coalition Members, and formal and informal leaders;
2. Build the capacity of Coalition Members to
    a. assess the specific and well-researched risk factors (factors that increase the likelihood of a problem behavior) and protective factors (factors that buffer someone from the risks of a problem behavior) among the youth in their communities;
    b. select from a menu of proven or evidence-informed Primary Prevention strategies (including programs) to address the factors most relevant among their local youth;
    c. identify funding for the selected strategies, implement those strategies aligned to best practices, and evaluate the impact of their strategies.

Community Coalition Member groups will do this within their defined Geographic Areas of Focus. Colorado youth in each of the funded communities across the state will benefit from this project due to the increased presence of evidence-informed strategies and programs in their community as a result of organized Coalition Member efforts to impact gaps in preventing risk or promoting protective factors.

III. Definitions:

1. **Authentic Community Engagement**: Authentic Community Engagement is a two-way exchange of information, ideas and resources. Community engagement should offer opportunities for communities to exercise power in decision-making. It should also consider the diversity of our communities, including culture and ethnicity, and see to create an inclusive and accessible process.
2. **CDE:** Colorado Department of Education
3. **CDPHE:** Colorado Department of Public Health and Environment
4. **CMP:** Collaborative Management Programs funded by CDHS
5. **Coalition Members**: Coalition members include all participants of the organized group engaged in the CTC Model representative of the many sectors recommended to be a part of local prevention decision-making: youth, parents, residents, public health, youth-serving organization, such as mentoring and after school programs, local education authority, community-based organization addressing prevention, local housing and human services, local community health and/or health care organization, local law enforcement, local business, and elected officials. These Coalition Members should represent the diversity of the community they represent. Coalition Members is inclusive of participants in the key leader board, community board, and workgroups as outlined in the CTC Model.

6. **Community Action Plan (CAP):** This comprehensive and community-wide action plan defines the community engagement process and Primary Prevention plan of CTC. Part 1 of this plan includes the Coalition Members engaged, existing Primary Prevention efforts within the community, the prioritization process of the data, the risk and protective factors that the community selected to address, and the selected Primary Prevention strategies and programs that the community, not the lead agency, has decided to prioritize to reduce those risk or improve those protective factors. The plan is ideally comprehensive when it includes strategies and practices that cross the Socio-Ecological Model, including programs for individuals and families, policy improvements for organization and local governance, and efforts to shift the community norms to reflect the Social Development Strategy. Part 2 of this plan, sometimes called the implementation and evaluation plan, ultimately specifies the steps that the community will take to implement the action plan, capacity building, funding, and outlines how those steps will be measured for success. Part 2 of the plan addresses gaps that exist within the community and is fluid as the Coalition Members shift their implementation strategies to adjust to an ever-changing environment.
7. **Communities That Care (CTC) Model**: The CTC Model is an evidence-based community engagement and Prevention Science approach identified as a promising program by the Blueprints for Healthy Youth Development evidence-based registry. CTC includes 5 phases of implementation with milestones outlined for each phase:
    phase 1: Get Started
    phase 2: Get Involved
    phase 3: Develop Community Profile
    phase 4: Create a Plan
    phase 5: Implement and Evaluate
7. **CTC Community Mobilizer**: The CTC Community Mobilizer is responsible supporting the community Coalition groups to understand and implement the CTC Model. This position will encourage the use of evidence-based approaches as the local Coalition plans, develops, implements, monitors, and sustains prevention strategies aligned to community needs. The Community Mobilizer's guidance and support throughout CTC implementation will advocate for community-driven practices and emphasize capacity building of Coalition Members. This role will have various responsibilities, and will also be tasked with sharing responsibility, leadership, and ownership with the community Coalition Members. There is one CTC Community Mobilizer per Grantee.
8. **CU Anschutz**: University of Colorado Anschutz Medical Campus
9. **DCJ**: Division of Criminal Justice
10. **DfC**: Drug Free Communities Grant recipients from the Office of National Drug Control and Policy
11. **External Evaluation Entity:** CDPHE will hire an external evaluation agency to conduct cross-site evaluation of implementation across the state, as well as to provide subject matter expertise and technical assistance to improve data-driven decision-making and local evaluation planning for CAPs.
12. **FTE**: Full Time Equivalent staff.
13. **Geographic Area of Focus:** the boundaries of the community selected for intervention by the Contractor. Defined geographic boundaries support the External Evaluation Entity in identifying data sources to monitor for outcome evaluation over time.
14. **HKCS:** Healthy Kids Colorado Survey
15. **MCH:** Maternal Child Health programs funded at local public health agencies throughout the state.
16. **OBH**: Office of Behavioral Health at the Colorado Department of Human Services
17. **Prevention Science:** Prevention Science focuses on the development of evidence-based strategies that reduce risk factors and enhance protective factors to improve the health and wellbeing of individuals, families, and communities. A central tenet of Prevention Science is the promotion of health equity and reduction of disparities by studying how social, economic and racial inequalities and discrimination influence healthy development and wellbeing. The application of well-tested practices, strategies and policies generated by Prevention Science can lead to substantial cost-savings by investing in upstream strategies to avoid downstream costs. An integrated delivery

system of comprehensive evidence-based prevention strategies that crosses many public sectors with scientifically-based guidance and resources to legislative and administrative decision-makers will facilitate the integration of best practices from Prevention Science into policy.

18. **Primary Prevention**: As defined by the Centers for Disease Control's (CDC) Principles of Prevention Guide, Primary Prevention takes place BEFORE substance misuse (or other health behavior) initially occurs. It involves programs and strategies designed to reduce the factors that put people at risk for substance misuse or exposure. Or, they encourage the factors that protect or buffer people from substances.
19. **Positive Youth Development (PYD):** PYD is an approach that guides communities and organizations in the way that they organize services, opportunities and supports. In practice, this approach incorporates the development of skills, opportunities and authentic relationships into programs, practices and policies, so that young people reach their full potential.
20. **SB94:** Programs funded by CDHS authorized through Senate Bill 94.
21. **Shared Risk and Protective Factors:** Research from the Centers of Disease Control and Prevention shows that many forms of violence and injury are connected and share many of the same risk and protective factors. These factors can put someone more or less at risk of experiencing substance misuse, poor educational attainment, violence and injury.
22. **Social Development Strategy (SDS):** Providing young people with opportunities, skills and recognition strengthens bonding with family, school and community. Strong bonds motivate young people to adopt healthy standards for behavior. The strategy has five key components:
    1) Opportunities: Provide developmentally appropriate opportunities to young people, for active participation and meaningful interaction with prosocial others.
    2) Skills: Teach young people the skills they need to succeed
    3) Recognition: Provide consistent specific praise and recognition for effort, improvement, and achievement.
    4) Bonding: Acknowledge a young person's effort and promote positive bonding — a sense of attachment, emotional connection and commitment to the people and groups who provide that recognition. Bonding can occur with a family member, teacher, coach, employer or neighbor.
    5) Clear Standards for Behavior: Through the process of bonding, young people become motivated to live according to the healthy standards of the person or group to whom they are bonded.
23. **Socio-Ecological Model:** CDC uses a four-level Social-Ecological Model to better understand domains that influence decisions, behaviors, and outcomes and the effect of potential prevention strategies in influencing positive changes in these domains. This model considers the complex interplay between individual, relationship, community, and societal factors.
24. **State-funded programs**: Examples of state-funded prevention programs include the Tony Grampsas Youth Services projects, sexual violence prevention programs, communities funded by the Office of Suicide Prevention, Maternal Child Health, CDE grantees, collaborative management programs, community substance misuse treatment programs funded by OBH, Senate Bill 94 programs, Regional Accountable Entities funded by Health Care Policy and Financing, and other Division of Criminal Justice programs.
25. **Substance misuse:** substance misuse among youth includes underage use of marijuana and alcohol and the misuse of prescription drugs/opioids. Additional substances may be included in the definition of substance misuse by a community if they have documented data of misuse or abuse among youth in their community, excluding tobacco.
26. **TGYS:** Tony Grampsas Youth Services grants for Primary Prevention programs in communities.

IV. Work Plan:

Goal #1: Create healthy, thriving and resilient communities, free from violence and injury.

Objective #1: No later than the expiration date of this contract, maintain an organized group of Coalition Members who are prepared to use Prevention Science to impact Shared Risk and Protective Factors in the lives of youth in their Geographic Area of Focus.	
Primary Activity #1	The Contractor shall facilitate a group of Coalition Members that represent the Geographic Area of Focus through the milestones and phases 1 and 2 of the CTC Model, in order to develop their capacity to drive decisions that promote Prevention Science within their community.
Sub-Activities #1	1. The Contractor shall provide a CTC Community Mobilizer that is 0.75 FTE or greater. 2. The Contractor shall define the parameters of the Geographic Area of Focus in order to recruit Coalition Members from the area. 3. The Contractor shall retain diverse Coalition Members to serve on the key leader board and community board. 4. The Contractor shall provide a list of middle and high schools in their Geographic Area of Focus to the CU Anschutz HKCS team to encourage focused recruitment of those schools in the HKCS. 5. The Contractor shall retain leaders of state-funded upstream prevention projects within the Geographic Area of Focus to participate in the CTC process. 6. The Contractor shall retain leaders of state-funded opioid prevention and intervention projects within the Geographic Area of Focus to participate in the CTC process. 7. The Contractor shall act as a liaison linking CU Anschutz HKCS staff to schools for recruitment for survey administration. 8. The Contractor shall request a report sharing agreement with local schools to receive HKCS scaled risk and protective factor reports once every two years, 9. The Contractor shall provide professional development opportunities to support the CTC Community Mobilizer's ability to effectively facilitate Coalition Member growth and sustainability to address Prevention Science. 10. The Contractor shall use group facilitation skills and tools, provided by CDPHE, to guide the Coalition Members through the CTC process. 11. The Contractor shall facilitate the Coalition Member's development through the milestones of phases 1 and 2 in the CTC Model. 12. The Contractor shall increase Coalition Members' capacity to implement Prevention Science approaches within the community. 13. The Contractor shall implement milestones from phases 1 and 2 needed to support Coalition Member progress in achieving milestones from phases 3-5. 14. The Contractor shall hold a minimum of one (1) Coalition Member meeting per month. 15. The Contractor shall complete the CTC milestones tool. 16. The Contractor shall send community Coalition Members agendas, resources, and updates in advance to prepare for meetings. 17. The Contractor shall facilitate delegation of CTC Model, workgroup, and phase tasks.

	18. The Contractor shall train Coalition Members to expand community outreach. 19. The Contractor shall participate in all required technical assistance meetings conducted by the CDPHE CTC team. 20. The Contractor shall complete an equity assessment to identify the ways in which CTC community mobilizing contributes to oppression in the community. 21. The Contractor shall implement changes identified in the equity assessment. 22. The Contractor shall participate in all cross-site evaluation activities required by the External Evaluation Entity. 23. The Contractor shall request training and technical assistance from the External Evaluation Entity on how to use local data to drive decision-making. 24. The Contractor shall document progress on this primary activity and alignment to the CTC Model in the regular progress reports, using the CDPHE provided template.
Primary Activity #2	The Contractor shall document progress on the CAP part 2.
Sub-Activities #2	1. The Contractor shall monitor implementation of any Primary Prevention strategies focused on risk or protective factors within the community to avoid duplication. 2. The Contractor shall document implementation of specific action steps and related evaluation measures, using the CDPHE provided template. 3. The Contractor shall document successes and challenges encountered by Coalition Members while implementing CAP part 2 strategies. 4. The Contractor shall reassess CAP part 2 activities to identify appropriate lead agency involvement and funding needs for sustainability. 5. The Contractor shall track Coalition Member progress toward implementation of the steps outlined in the CAP. 6. The Contractor shall document Primary Prevention strategy and program updates in the CAP part 2. 7. The Contractor shall make quality improvements to the CAP Part 2 that align with outcome-focused planning. 8. The Contractor shall complete an equity assessment to identify the ways in which CAP implementation contributes to oppression in the community. 9. The Contractor shall adjust the CAP part 2 implementation to adjust for issues identified through an equity impact assessment. 10. The Contractor shall update the CTC milestones tool for phase 5. 11. The Contractor shall complete the evaluation portions of the CAP Part 2, using the CDPHE provided template. 12. The Contractor shall request training and technical assistance from the External Evaluation Entity on how to complete the evaluation portions of the CAP Part 2. 13. The Contractor shall document progress on this primary activity and alignment to the CTC Model in the regular progress reports, using the CDPHE provided template.

Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor documents and website content for updates and comply with all updates. 2. CDPHE will provide the Contractor with a list of all required technical assistance meetings. 3. CDPHE will provide the Contractor with a list of all cross-site evaluation activities required by the External Evaluation Entity. 4. CDPHE will provide the Contractor with the template to document implementation of specific action steps and related evaluation measures. 5. The Contractor shall retain Coalition Members from state- and federally-funded programs that exist within their Geographic Area of Focus, including other funded prevention programs from CDE, MCH, TGYS, CMPs, SB94, DfCs, OBH, AG, or DCJ. 6. The Contractor shall adhere to the CTC Model for all activities. The CTC Model is available at the following website: http://www.communitiesthatcare.net/how-ctc-works/, which is incorporated and made part of this Contract by reference. 7. CDPHE will provide a CTC milestones tool on which the Contractor can track implementation of relevant activities. 8. The Contractor shall provide CDPHE with all information on any adjustments made to the CTC Model. 9. CDPHE will provide the Contractor with the template for the implementation and evaluation portions of the CAP Part 2. 10. The Contractor shall update the CTC milestones tool with input from the workgroups, boards, and other Coalition Members engaged in CTC and with guidance from the CDPHE Staff. 11. CDPHE will provide the Contractor with a program manual that outlines CTC Model implementation expectations. 12. The Contractor shall require the CTC Community Mobilizer demonstrate the skills identified in the CTC Community Mobilizer job description and skill assessment. 13. CDPHE will provide the Contractor with group facilitation skills and tools to help guide the Coalition Members engaged in the CTC Model. 14. The Contractor shall have a minimum of one (1) trained CTC Community Mobilizer present at each Coalition Member meeting. 15. The Contractor shall require that all CTC Community Mobilizers using the CTC Model have successfully completed the Community Mobilizer Training, content mastery assignment, and working with a CTC coach, in advance of launching CTC Model in their communities. 16. The Contractor shall adhere to all CTC Plus license agreement requirements. 17. The Contractor shall facilitate the CTC Coalition toward implementation and improvement across all six of the Elements of Effective Coalitions, found at https://drive.google.com/file/d/10pk-oiLdexeUbaGEomGq6DGc5dljpGG7/view, incorporated and made part of this Contract by reference. 18. The Contractor shall include a CTC Community Mobilizer for all required technical assistance meetings.

	19. The Contractor shall assist in all data collection efforts from the External Evaluation Entity in order to help with continuous program quality improvement, upon request by CDPHE. 20. The Contractor shall use training and technical assistance from the External Evaluation Entity to complete the evaluation portions of the CAP Part 2. 21. The Contractor shall use the Office of Health Equity's Sweet Tool on Authentic Community Engagement to move through the spectrum of engagement toward Shared Leadership with Coalition Members. This information is incorporated and made part of this Contract by reference, and is available at the following website: https://drive.google.com/file/d/119IenKB-zvTeQHUjanB0MS7rkx-Wr-UJ/view 22. The Contractor shall provide Coalition Member meetings with access to these items: a. convenient location, b. meetings held at a convenient time that does not conflict with work and school schedules, c. available public transportation, d. childcare accessibility, e. interpretation needs, and f. food. 23. The Contractor shall reimburse Coalition Members for their time and expertise if they participate outside of their employment or paid time. 24. The Contractor shall provide language interpretation at CTC Coalition Member meetings when there are non-English speaking community members participating. 25. The Contractor shall use annual feedback from cross-site evaluation activities required by the External Evaluation Entity to identify opportunities for development and quality improvement that will support program outcomes. 26. The Contractor shall require staff to participate in professional development opportunities, including grantee meetings, the Community Mobilizer training, effective facilitation strategies, positive youth development, accessing data resources, prevention-science, and other trainings as identified by CDPHE. 27. The Contractor shall use the positive youth development in action rubrics (adult and youth version) to build capacity and evaluate effective youth involvement. This document is incorporated and made part of this Contract by reference and is available at the following website: https://sites.google.com/state.co.us/pydinaction/resources 28. CDPHE will provide the Contractor with a menu of Primary Prevention strategies across the Socio-Ecological Model for Coalition Member's implementation within the CAP. 29. The Contractor shall comply with the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards) website for all health related communications. This document is incorporated and made part of this Contract by reference and is available at the following website: .http://www.integration.samhsa.gov/EnhancedCLASStandardsBlueprint.pdf . 30. The Contractor shall not use CTC funds to purchase ad space for existing statewide social marketing campaigns. 31. The Contractor shall use only marijuana research or statements on the health effects outlined by the Retail Marijuana Public Health Advisory Committee. These approved health statements and factsheets are incorporated and made

	part of this Contract by reference and are available on the following website https://marijuanahealthinfo.colorado.gov/. 32. The Contractor shall use the CDPHE-approved progress and final report templates, to be provided by CDPHE. 33. The Contractor shall provide to CDPHE upon request written procedures related to gift card purchase and handling. At a minimum, the procedures must include the following: a. How the gift card inventory is tracked and maintained; b. Gift card storage and safeguards against theft; c. The primary person responsible for securing and distribution gift cards; d. A gift card distribution log that records each gift card number, dollar amount, reason for receiving the gift card, and the printed name and signature of each gift card recipient. 34. The Contractor shall provide CDPHE with an updated staff roster of CTC Community Mobilizers and other staff within two (2) weeks of any staffing change. 35. The Contractor shall consult with their CDPHE Staff prior to making changes to Parts 1 or 2 of the Community Action Plan that would alter the objectives of either plan in order to maintain alignment to best practices. 36. CDPHE will review and provide feedback on best practices for Parts 1 and 2 of the Community Action Plan within 20 business days. 37. The Contractor shall consult with their CDPHE Staff on feedback for Parts 1 and 2 of the Community Action Plan prior to strategy and program implementation. 38. The Contractor shall use current social marketing campaign materials provided by CDPHE, when social norms change is selected as part of the CAP.
Expected Results of Activity(s)	Maintain high capacity groups of Coalition Members including residents, youth, and professionals who are ready to drive decision-making throughout the community to support the Social Development Strategy, Positive Youth Development approaches, address equity and racial justice, and to implement Prevention Science approaches in subsequent years of funding using the CTC Model across Colorado.
Measurement of Expected Results	1. Progress report on primary activities using a CDPHE approved template.

		Completion Date
Deliverables	1. The Contractor shall submit a progress report on primary activities using a CDPHE approved template.	No later than 9/30, 12/31, 3/31, 6/30 annually

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Staff. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within **15** calendar days of discovery of a compliance issue. Within **30** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Staff and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing # 2022*0148

Contractor Name	Gunnison County/Gunnison County Substance Abuse Prevention Project (GCSAPP)	**Program Contact Name, Title, Phone and Email**	Kari Commerford, Director of Juvenile Services/GCSAPP (970)-642-7393 kcommerford@gunnisoncounty.org
Budget Period	July 1, 2021 through June 30, 2022	**Fiscal Contact Name, Title, Phone and Email**	Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org
Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	**Contract (CT or PO) Number**	CT FHLA 2022*0148

Expenditure Categories

Personal Services
Salaried Employees

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Communities that Care Community Mobilizer/Manager	This position is responsible for coordinating the Communities That Care project with fidelity, including Community Board and Key Leader Board member engagement; communication; meetings; reporting on the project; maintaining communication with community partners and community members; and coordinating implementation of evidence-based youth substance abuse prevention strategies. This position is a minimum of 0.75 FTE	$ 80,172.00	$ 6,374.66	75.0%	$ 64,910.00

Personal Services
Hourly Employees

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Protective Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting schedules and other logistics for PYD education activities. Ensures sustainability of PYD strategy by working with community partners on securing funding and working towards collective impact.	$ 28.00	$ 8.00	442.0	$ 15,912.00

Risk Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting schedules, food ordering, technology, printing, and other logistics related to Toxic Stress and Family Friendly Business Practices education including ensuring sustainability by working with the Early Childhood Council, Chamber of Commerce, Gunnison Valley Health and other community stakeholders	$ 28.00	$ 8.00	416.0	$ 14,976.00
Youth Engagement/Programming Coordinator	Oversees all youth advisors, assists with local GSA and Latino youth groups and ensures the coalition is practicing PYD and youth engagement strategies to fidelity.	$ 28.00	$ 8.00	1040.0	$ 37,440.00
Communications Coordinator	This position provides support to the Community Mobilizer to manage Coalition contact lists, communicates information to the public through media and printed materials, oversees community reports - creation and delivery.	$ 28.00	$ 8.00	832.0	$ 29,952.00
				Total Personal Services (including fringe benefits)	**$ 163,190.00**

Supplies & Operating Expenses

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Conference Registration *(participant support cost)*	Registration for Annual Shared Risk and Protective Factor (SRPF) Conference for 4 coalition members. ** excluded from indirect.*	$ 250.00	4.0	$ 1,000.00
Supplies-Office	Pens, paper, sticky notes, highlighters, tablets, file folders, presentation boards, flash drives, batteries that will be used by Community Mobilizer at meetings and trainings. Costs are estimated based on monthly averages for similar programs.	$ 20.00	12.0	$ 240.00
Equity Lab	6 in person equity lab meetings . $160 x 6 = $960. $100 per session to cover the cost of facilitation/materials and food at $6pp x 10 =$60 per session. The purpose of the equity lab is to ensure sustainability and collaboration of health equity across the community. It is important to provide food for these meetings in order to provide an incentive to stakeholders, because the meetings often occur over the lunch hour, after work, or on weekends. Food will only be provided for in person meetings and will not be provided for virtual meetings. Food for meetings is allowed per CTC RFA	$ 160.00	6.0	$ 960.00

Equity Training	2 equity lunch and learn presentations for coalition and community members in order to continue to educate community about health equity. $200 per presentation for presenter fee and food at $8.50 x10 people per meeting = $170 (400+170=570). $285 per meeting x 2 = $570.00. It is important to provide food for these meetings in order to provide an incentive to stakeholders, because the meetings often occur over the lunch hour, after work, or on weekends. Food will only be provided for in person meetings and will not be provided for virtual meetings. Food for meetings is allowed per CTC RFA	$ 285.00	2.0	$ 570.00
Meeting Costs	Lunch for in-person Workgroup Meetings and coalition meetings. 18 workgroup meeting per year (10 people x $12pp = $2,160). 6 coalition meetings per year (20 people x $15pp = $1,800). Food provided as an incentive and to clear barriers for stakeholders as the meetings often occur over the lunch hour. Food for meetings is allowed per CTC RFA.	$ 3,960.00	1.0	$ 3,960.00
Incentives *(participant support cost)*	Incentives to acknowledge community member (parent, youth, or resident) time and expertise to contribute to the goals of the coalition. $30 per person x 15 persons x 12 events. **excluded from indirect*	$ 450.00	12.0	$ 5,400.00
Computer Costs	We pay monthly computer costs to the county $300/mo. per computer - costs 2.5 FTE	$ 750.00	12.0	$ 9,000.00
Copy & Print Supplies	Community engagement and meeting materials, PYD training materials, flyers, promotional cards, and educational materials for surveys and events. Average is $50 per month.	$ 50.00	12.0	$ 600.00
Advertising and Promotional Costs	Costs for informing and educating the community about risk and protective factors and ways to support youth . $300/mo. Based on cost of monthly newspaper ads.	$ 182.00	12.0	$ 2,184.00
			Total Supplies & Operating	**$ 23,914.00**

Travel

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Mileage	Mileage, paid at the IRS mileage rate of $0.575 per mile for Community Mobilizer. This includes 2 trips to Denver to attend trainings, 1 trip to attend annual SRPF conference (2200 miles RT x .575 x 2)	$ 0.575	4400.0	$ 2,530.00
Lodging	Lodging for Community Mobilizer and 1 coalition member to attend 2 trainings in Denver (3 nights X $195 per night x 2 rooms), at the SRPF Conference (3 nights x $144 per night x 2 rooms), 1 additional professional development and coalition skill building training in Denver (3 nights @ $195 per night x 2 rooms) **$1,602 for coalition member lodging is excluded from indirect.*	$ 1,602.00	2.0	$ 3,204.00

Meals	Meal estimate based on GSA per diem rates for most of Colorado (2 travel days at $57 + 2 full days at $76 x 2 people (Community Mobilizer and 1 coalition member) x3 trips **$798 for coalition member meals is excluded from indirect.*	$ 798.00	2.0	$ 1,596.00
			Total Travel	**$ 7,330.00**
Contractual				
Subcontractor Name	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from CDPHE**
Gunnison Valley Mentors	Time and expertise dedicated to supporting the community members engaged in the process and leading collective change across the community for Risk and Protective Factor Strategies. 6 hours a week for one staff member at $20/hr.	$ 20.00	312.0	$ 6,240.00
Community Champion	This position is responsible for building capacity for other parents or residents who are engaged in the project and who participate voluntarily and not as part of a professional role. They support action planning and implementation. $25/hr. x estimated 20 hr. mo.	$ 25.00	260.0	$ 6,500.00
Youth Advisor	2 university students to work with GCSAPP, attends all coalition meetings, chooses one implementation strategy to work on and helps to deliver presentations . $25/hr. x 10 hour per month per youth x 10 months. This helps ensure that we are having youth voice in all of our work.	$ 25.00	200.0	$ 5,000.00
			Total Contractual	**$ 17,740.00**
			SUB-TOTAL OF DIRECT COSTS	**$ 212,174.00**
Indirect				
Item	**Description of Item**			**Total Amount Requested from CDPHE**
Federally-Negotiated Indirect Cost Rate				
CDPHE-Negotiated Indirect Cost Rate	Gunnison County has a CDPHE negotiated rate of 24.87% MTDC but has opted to assess a lesser rate of 5% Modified Total Direct Costs for this grant.			$ 10,168.00
De Minimis Indirect Cost Rate				
			Total Indirect	**$ 10,168.00**
			TOTAL	**$ 222,342.00**

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EXHIBIT D

OPTION LETTER #: Click here to enter text.

State Agency : **Colorado Department Of Public Health and Environment** **4300 Cherry Creek Dr S** **Denver, CO 80246**	Original Contract # **Click here to enter text.**
Contractor (Name and Address) **Click here to enter text.**	Option Contract Number **Click here to enter text.**
Contract Performance Beginning Date : **Click here to enter a date.**	Current Contract Expiration Date : **Click here to enter a date.**

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Routing #	Federal Funding Amount*	State Funding Amount	Other Funding Amount	Term (dates)	Total
OL #1						$
Original						$
					Current Contract Maximum Amount (YTD)	$

1) **OPTIONS**
   - **A.** Option to extend for an Extension Term
   - **B.** Option to change quantity of goods under the Contract
   - **C.** Option to change quantity of services under the Contract
   - **D.** Option to change Contract rates
   - **E.** Option to initiate next phase of Contract

2) **REQUIRED PROVISIONS**:
   - **A.** In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above the State hereby exercises its option for an additional term, beginning **Click here to enter a date.** and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
   - **B.** In accordance with Section(s) Click here to enter text. of the Original Contract referenced above, the State hereby exercises its option to **Choose an item.** the quantity of **Choose an item.** at the rates stated in the Original Contract as amended for the following reason: **Click here to enter text.**.
   - **C.** In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above the State hereby exercises its option to modify the Contract rates specified in **Click here to enter text.** for the following reason: **Click here to enter text.**. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
   - **D.** In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above, the State hereby exercise its option to initiate Phase **Click here to enter text.**, which shall begin on **Click here to enter a date.** and end on **Click here to enter a date.** at the cost/price specified in Section **Click here to enter text.**.
   - **E.** The Contract Maximum Amount table is deleted and replace with the Current Contract Maximum Amount Maximum Amount table shown above.

3) **OPTION EFFECTIVE DATE:**
   - A. The effective date of this Option Letter is upon approval of the State Controller or **Click here to enter a date.** whichever is later.

SAMPLE

EXHIBIT D

PROGRAM APPROVAL	STATE OF COLORADO
By:_____	Jared S. Polis, Governor Department of Public Health and Environment Jill Hunsaker Ryan MPH, Executive Director
Date:_____	By: Lisa McGovern, Purchasing & Contracts Section Director, CDPHE Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

SAMPLE

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for BOCC Letter of Support; for Upper Gun

Action Requested:

Parties to the Agreement:

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

Summary:

Please find attached for your review: 1) a letter of support for the UGRWCD America the Beautiful grant application to National Fish & Wildlife; 2) Project description, and; 3) Pre-prosal narrative

Fiscal Impact: n/a

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/14/2023

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 4/18/2023

Revised April 2015

Gunnison County
COLORADO

Gunnison County Board of County Commissioners
Phone: (970) 641–0248 • Fax: (970) 641–3061
Email: bocc@gunnisoncounty.org • www.GunnisonCounty.org

April 18, 2023

National Fish & Wildlife Foundation
1133 Fifteenth St. N.W. Suite 1000
Washington DC 20005

Re: Building Capacity to Improve Ecosystem Resilience within Gunnison Sage-grouse Habitat

Dear America the Beautiful Challenge Grant Committee:

The Gunnison County Board of County Commissioners (BOCC) extends full support to the grant application from the Upper Gunnison River Water Conservancy District (UGRWCD) to improve brood-rearing habitat for the threatened Gunnison Sage-grouse through wet meadow restoration, cheatgrass inventory and treatment, and other habitat restoration techniques.

Along with the County, UGRWCD is one of several key stakeholders participating in a collaborative arrangement to support multi-jurisdictional cheatgrass treatment and habitat restoration efforts across the Upper Gunnison River Basin. In 2022, the group hired a Cheatgrass and Habitat Restoration Coordinator to undertake efforts to map, prioritize, treat and monitor high-impact project opportunities on private and public lands. If awarded, this proposal would continue longstanding local efforts to protect and restore sagebrush habitat for the benefit of the Gunnison Sage-grouse and other species, as well as mitigate fine fuels that increase the risk for wildfire.

The goals in the UGRWCD's grant proposal are consistent with Gunnison County's commitment to protect and restore sagebrush habitat and wet meadow systems critical for the Gunnison Sage-grouse, and they also align with the Gunnison Basin Weed District Management Plan. Our community has a longstanding history of collaboration with federal, state, and local partners to maintain the vitality of our sagebrush ecosystem, and the Gunnison County BOCC fully supports this proposal.

Thank you for your consideration.

Sincerely,
Gunnison County Board of Commissioners

Jonathan Houck, Commissioner	Liz Smith, Commissioner	Laura Puckett Daniels, Commissioner

2023 America the Beautiful Challenge – Pre-Proposal Project Narrative

Instructions: Save this document on your computer and complete the narrative in the format provided. The final narrative should not exceed three (3) pages; do not delete the text provided below. Once complete, upload this document into the on-line application as instructed.

Project Type: Please select the ATBC grant category for the proposed project.
Implementation Grant or National Forest Grant.

1. Which Program Priorities listed in the RFP will be addressed by the project?

Benefit At-Risk Fish, Wildlife, and Plant Species

The Gunnison Sage-grouse (GUSG) was declared a threatened species under the Endangered Species Act in 2014. About 88% of the GUSG global population resides in the Gunnison Basin with only about 5,000 individuals left globally. The GUSG is an obligate species of the sagebrush steppe and depends on a diverse suite of plants for survival. The presence of nutrient-rich forbs is one of the greatest metrics of chick survival, which is why wet meadow degradation and cheatgrass invasion are two of the greatest threats to GUSG. Cheatgrass invasions increase the risk of fire and convert intact sagebrush ecosystems to cheatgrass monocultures and degraded wet meadows lack the plant diversity GUSG need for survival. The proposed project will implement thousands of acres of large-scale cheatgrass treatments and wet meadow restoration (how much? Include specific methods?) within GUSG critical habitat, improving ecosystem function and biodiversity. Other treatments implemented will include juniper encroachment removal, road decommissioning, and native plant seeding. These treatments address causes for GUSG decline such as avian predation and habitat fragmentation and degradation. In addition to the GUSG, the proposed project will restore habitat for many obligate and endemic species including Gunnison milkvetch (threatened), Gunnison prairie dog, sagebrush sparrow, sagebrush thrasher, and big game such as Rocky Mountain elk and bighorn sheep, which is a species of concern in the Gunnison Basin also depends on forbs for brood survival.

Expand Habitat Connectivity

Treatments within the proposed project will be implemented within high-priority GUSG critical habitat. Wet meadows are critical lands for habitat connectivity as they make up only about 1% of the sagebrush steppe step, yet about 80% of all sagebrush steppe species depend on wet meadows (or some other cool statistic about wet meadows here). Additionally, GUSG have a diverse set of habitat requirements ranging from dense sagebrush for winter habitat to bare ground for leks. Forb-rich wet meadows and mesic environments are critical for GUSG as forbs provide a vital food source for chicks. The proposed treatments will enhance and expand wildlife corridors by restoring upland sagebrush habitats as well as wet meadows, creating a connectivity of habitat across the diverse habitat requirements of the GUSG. The multi-jurisdiction conservation crew will implement projects on various land ownerships including federal and state and large-scale, cross-ownership cheatgrass treatments will connect and shelter habitat and conservation efforts made within respective ownership boundaries, improving habitat value.

Provide a Range of Ecosystem Services

Monitoring will be conducted in years following treatments outlined in this project, both by the inter-jurisdictional conservation crew and the respective agencies. Monitoring results will demonstrate and quantify ecosystem services restored by project treatments. We expect to see significant increases in native shrub cover following large-scale cheatgrass treatments, thus an increase in carbon sequestration, increases in biodiversity including pollinators and flowering plants, decreases in soil erosion following wet meadow restoration, and increases in forage for livestock and big game following cheatgrass treatments and native plant seeding.

Strengthen Ecosystem and Community Resilience

The proposed restoration of natural systems such as upland sagebrush ecosystems and wet meadows will support ecosystems resilient to drought, floods, and fire. In early summer, cheatgrass-infested areas produce large amounts of fine fuel in time for fire season, which if burned can result in destructive fires that replace the native shrub communities with a cheatgrass monoculture, creating a fire-cheatgrass cycle. The proposed cheatgrass treatments will support ecosystems resilient to fire and resilience to conversion to annual grass plant communities following fire. The wet meadow restoration treatments will build resilience to flooding and drought by slowing the flow of water during heavy rain events and snow melt and retaining water within the watershed.

Expand Public and Community Access to Nature & Contribute to Local or Tribal Economies

Cheatgrass invades areas that are critical for big game wintering habitat and replaces plant species critical for big game such as antelope bitterbrush. Additionally, cheatgrass significantly reduces forage quality for livestock. Cheatgrass treatments will restore habitat for big game as well as improve forage quality for livestock on public lands, both significant contributors to Gunnison's economy. The Gunnison Basin attracts thousands of big game hunters each fall who love spending time in the Gunnison country. In addition to ranchers and hunters, the unique flora and fauna such as the GUSG attract wildlife enthusiast from all over the world, whose viewing experience will be enhanced by the proposed project. The Gunnison Basin's public lands are also a world-class destination for mountain biking, fishing, and other forms of recreation. Tourism is by far Gunnison's largest economic contributor supporting over 4,000 jobs. Those that use and access Gunnison's public lands will benefit from the aesthetic beauty the project will enhance. Furthermore, the proposed project will create jobs through the hiring of a conservation crew and local applicators.

Engage Local Communities

Cheatgrass treatments and restoration efforts will be done collaboratively with local ranchers who will help identify priority areas for restoration. Ranchers will work with land managers and modify grazing patterns to accommodate and ensure success of treatments.

Support Tribally Led Conservation and Restoration Priorities

Youth or young professionals from the Ute Mountain Ute tribe will be hired as a part of the inter-jurisdictional conservation crew, which will implement restoration projects designed by Ute ranch managers on the Pine Crest tribal ranch.

Contribute to Workforce Development

The creation of this conservation crew will help develop the next generation of conservation professionals. With all current crew members being students or recent graduates from Western Colorado University, located in Gunnison, these young professionals are able to continue conservation work they started during their graduate studies and gain valuable conservation skills and experiences such as chainsaw proficiency, how to read the landscape for wet meadow restoration, how to safely and effectively treat noxious weed, diverse habitat restoration practices, and much more. Additionally, this project will support tribal involvement in conservation on ancestral lands.

2. What are the primary project outcomes (the intended result of the project)?

The primary project outcomes are the annual addition of three interns to the inter-jurisdictional conservation crew that consists of members managed by the Bureau of Land Management (BLM), Colorado Parks and Wildlife (CPW), and Upper Gunnison Water Conservancy District (UGWCD). Two of these interns will be hired and managed by the US Forest Service (USFS) and another by the Ute Mountain Ute tribe. This crew will work collaboratively on all ownerships they represent, including tribal lands and implement conservation goals and priorities from each of the respective agencies. Treatments implemented by this crew will total around 100 acres per year for the duration of the funding (four years). Additionally, this project will include large-scale, cross-ownership cheatgrass treatments. These treatments will be around 500 acres each and will be implemented each year for the duration of the funding (four years). Treatment locations and design will be collaboratively crafted by all partners including private landowners, however all treatments will be within GUSG critical habitat. The expected results of these treatments and projects implemented by the conservation crew are restored sagebrush landscapes and improved GUSG habitat through reduced cheatgrass cover and increased sagebrush, native forb, and perennial grass cover resulting in landscape-scale ecosystem resilience and habitat connectivity. Wet meadow restoration will additionally increase biodiversity, improve GUSG brood-rearing habitat, and mitigate wildfire and flooding risk.

3. What are the major project activities that will lead to the outcomes provided above (actions and tasks)?

Project activities implemented by the conservation crew include cheatgrass inventory and treatment, wet meadow restoration through the building of one-rock dams (other methods?), juniper encroachment removal within sagebrush habitats, road decommissioning, native seed collection, and native seed planting. Large-scale, cross-ownership cheatgrass treatments will include pre-emergent herbicide application applied using a large crew with backpack sprayers. Priority locations and fine-scale cheatgrass maps will be informed by projects implemented by the conservation crew. (should I include planning and management here?)

4. How will the project address established plans (e.g., management, conservation, species recovery, Indigenous Traditional Knowledge) or an identified conservation planning need?

The proposed project and treatments therein align with and execute objectives in the Range-Wide GUSG Conservation plan??? and the Gunnison Basin Strategic Weed Management plan, which were developed by a diverse group of stakeholders including the BLM, USFS, CPW, National Park Service (NPS), the stockgrowers association, and local non-profits. These plans describe the need for large-scale, cross-ownership cheatgrass treatment within critical GUSG habitat. Additionally, these plans describe the need for GUSG habitat restoration treatments such as juniper removal, native seed planting, and road decommissioning, all of which will be implemented by the inter-jurisdictional conservation crew. (probably need some more detail here with specific plan needs.)

5. Who are the partners working on this project? (e.g., organizations, agencies, landowners, community groups)

Partners working on this project include BLM, USFS, CPW, and the Ute Mountain Ute tribe. Need names and contact info?

6. Who was or will be engaged in project development and implementation? (e.g., communities, user groups, affected/impacted constituencies)

Project partners within BLM, CPW, Ute Mountain Ute, and UGWCD will consist of the major contributors to project development and implementation. However, input from ranchers, other local organizations and working groups such as Gunnison Trails, the Stockgrowers Association, and the GUSG Strategic Planning Committee and Cheatgrass Subcommittee will be valued and considered. Additionally, local applicators (Native Landscapes Co.) and contract crews will be implementing large-scale cheatgrass treatments in addition to the conservation crew.

7. What is the demographic information of the engaged community(ies)? Use table below (only one factor needed per community(ies)).

Community(ies)	Race/Ethnicity	Poverty Rate	Low Income %	Annualized Unemployment Rate
Gunnison County	White: 95.04% Two or more races: 4.06% Black or African American: 0.41% Other race: 0.39% Native American: 0.11%	22.38%	Unknown	2.5%

8. Is this project connected to another ATBC 2023 proposal? If yes, please provide the 5-digit Easygrants ID number.

This project is not connected to another ATBC 2023 proposal.

9. Did you apply to any other currently open NFWF RFP with this project? If yes, please provide the 5-digit Easygrants ID number.

There are no other open NFWF RFP applications related to this project. Right?

10. Did you include additional uploads (e.g., letters of support, photos)? If yes, please list them.

We included letters of support from the following: BLM, USFS, who else? Photos?

11. Anything else we should know?

Anything you can think of?

Project Title: Building Capacity to Improve Ecosystem Resilience within Gunnison Sage-grouse Habitat

Give it a short, descriptive name that will distinguish it from other proposals and indicate project purpose. (300 character limit, including spaces)
e.g. "Prairie, Stream, and Wetland Restoration in the Sandhills Landscape of the Central Great Plains (NE)"

Project Start Date: May, 2024
Project End Date: November, 2027

Description: Implement large-scale, cross-ownership cheatgrass treatments and develop an inter-jurisdictional conservation crew consisting of recent college graduates and tribal youth to implement cross-ownership ecosystem restoration and resilience projects within Gunnison Sage-grouse habitat in the Gunnison Basin, Colorado, such as wet meadow restoration, cheatgrass inventory and treatment, juniper removal, seed collection, road decommissioning, and native seeding. Efforts from this crew will improve brood-rearing habitat for the threatened Gunnison Sage-grouse, mitigate fire risk, restore watersheds, and inform prioritization for large-scale cheatgrass treatments.

Should be two sentences long in most cases. The first sentence should clearly state the main activity/method being used to address a specific species/habitat and location. The second sentence should state the expected outcome from the investment and relevance to conservation. Please refrain from using pronouns such as I, we, our, etc. (1,000 character limit, including spaces)
e.g. Enhance 100 acres of low-value habitat to reduce hazardous wildfire fuel loads, thin acacia nurse trees, underplant native vegetation, and continue a community-backed restoration and resilience project in the village of Malesso, Guam. Project will implement upland restoration to improve habitat for at-risk species and mitigate impacts of floods and fires, which ultimately protects nearshore marine habitats from severe erosion and sedimentation.

Abstract: The Gunnison Basin is home to about 88% of the federally threatened Gunnison Sage-grouse global population whose decline has been linked to cheatgrass invasion, wet meadow and brood-rearing habitat degradation, and habitat fragmentation. In partnership with the Bureau of Land Management, Colorado Department of Wildlife, US Forest Service, and the Ute Mountain Ute tribe, the Upper Gunnison Water Conservancy District will develop an inter-jurisdictional conservation crew that will implement cross-boundary conservation projects across 2,500 acres of critical Gunnison Sage-grouse habitat through large-scale, cross-ownership cheatgrass treatment, wet meadow restoration, road decommissioning, native seed collection and planting, and juniper removal. The conservation crew will support the next generation of local conservation professionals prioritizing tribal involvement and leadership, build sagebrush ecosystem resilience to drought and fire, increase Gunnison Sage-grouse habitat connectivity across ownership boundaries and improve critical brood-rearing habitat, cultivate trust among local tribes and governmental agencies, and strengthen agency and organizational partnerships.

Should be three to four sentences and derived from the project description. Provide a more detailed description of your project; including location, purpose, major activities, target species, specific habitat, outcomes (deliverables at the end of the grant period) and partners. If this is an international project (or if work is to be completed outside of the US or US territories), please provide one or two sentences explaining the importance/connection to the U.S. Please refrain from using pronouns such as I, we, our, etc. (1500 character limit, including spaces)
e.g. Habitat loss and degradation as a result of fire suppression is a primary threat to many species in fire-dependent habitats like the piney woods, blackland prairie, and loess bluffs of the southeastern United States. The Mississippi Department of Wildlife, Fisheries, and Parks will improve resilience of 90,000 acres of fire-dependent habitats through restoration, habitat management, invasive plant species control, revegetation, cost-sharing, outreach and training. Project will restore ecosystem services and increase capacity in the East Gulf Coastal Plains while strengthening partnerships with stakeholders, private industry, and the public.

Project Location Description: Sagebrush steppe of the Gunnison Basin within Gunnison County, Colorado.

Please include the state and county/city where the project will occur. (300 character limit, including spaces)
e.g. Grasslands of western, eastern, and central Pennsylvania

Requested Amount: $1.3 million.

Implementation Grant requests should be between $1 million and $5 million, *Planning Grant* requests should be between $200,000 and $2 million, *Sentinel Landscape Grant* requests should be between $250,000 and $1.5 million, *National Forest Grant* requests should be between $250,000 to $1.5 million, *Private Forests, Rangeland and Farmland Grant* requests should be between $200,000 and $500,000 (please review the Request for Proposals for categories of funding).

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Amended Opioid Settlement Intergovern

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Marble - GC

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

Summary:

Marble opioid agreement

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 4/12/2023

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

Comments:
Legally sufficient. SO 4/11/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 4/11/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/13/2023

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

Agenda Date: 4/18/2023

Revised April 2015

AMENDED OPIOID SETTLEMENT INTERGOVERNMENTAL AGREEMENT

THIS AMENDED OPIOID SETTLEMENT INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made between Gunnison County, Colorado ("County"), and the Town of Marble ("Town") (collectively, the "Parties") pursuant to Section 29-1-203, C.R.S., as amended.

RECITALS

WHEREAS, the State of Colorado and participating local governments negotiated the Colorado Opioids Settlement Memorandum of Understanding (the "Colorado MOU"), establishing the manner in which funds from settlements between the State of Colorado and opioid manufacturers shall be divided and distributed within the State;

WHEREAS, the Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Agreement shall be construed in conformity with the Colorado MOU;

WHEREAS, pursuant to the Colorado MOU and the Colorado Opioid Settlement Tracker ("COST"), the Town has the option of opting in to receive a direct share of opioid settlement funds;

WHEREAS, the Town intends to not only opt-in to receive these direct payments but also direct them to the County, so as to best consolidate resources in the community to combat opioid abuse and addiction

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

1. **DEFINITIONS**. The defined terms used in this Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Agreement.
2. **OBLIGATIONS OF THE PARTIES**.

2.1. The Town shall:

2.1.1. By July 31, 2022 and any other subsequent deadline, indicate in writing to the Office of the Colorado Attorney General, or other relevant State agency, its desire to opt in and receive and accept its local share of opioid settlement funds.

2.1.2. Authorize the Office of the Colorado Attorney General, or other relevant State agency, to directly remit to the County all payments from percentage allocations originally awarded to the Town, pursuant to the COST and the Colorado MOU upon receipt of such funds, as follows:

	Original Allocation	**New Allocation per IGA**
Gunnison County	**0.1701%**	**0.1704%**
Marble	**0.0003%**	**0%**
Total	**0.1704%**	**0.1704%**

2.2. The County shall:

2.2.1. Prepare, at least annually and on behalf of the Town, all reporting required by the State of Colorado regarding the expenditures of such funds, including any reporting required by the Colorado Opioid Abatement Council ("COAC").

2.2.2. At the Town's request, share with the Town any drafts of the reporting required by Section 2.2.1 of this Agreement and receive input from the Town regarding such drafts.

6. **RECORDKEEPING**. The County shall be responsible for maintaining records consistent with this Agreement.

7. **OBLIGATIONS OF THE PARTIES**. The Parties shall perform their respective obligations as set forth in the Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.

8. **TERM**. The Agreement will commence on the date it is executed by all parties, and shall expire on the date the last settlement payment to the Town, consistent with the terms of the Colorado MOU and any applicable settlement agreement (the "Term"), unless otherwise renewed by amendment to this Agreement.

9. **INFORMATIONAL OBLIGATIONS**. Each Party hereto shall meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a

filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.

10. **CONFIDENTIALITY**. The Parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Party or otherwise have access to, except as may be required by law. Nothing in this Agreement shall in any way limit the ability of the Parties to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the "Act"). In the event of a request to a Party for disclosure of confidential materials, the Party shall advise the Parties of such request in order to give the Parties the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Party objects to disclosure of any of its material, the Party shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Party agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Parties may tender all material to the court for judicial determination of the issue of disclosure.

11. **GOVERNING LAW; VENUE**. This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating to the Agreement will be in the applicable District Court of the State of Colorado for the county of Gunnison.

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

13. **NOTICES**. "Key Notices" under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding

facsimile transmissions and texts; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. Key Notices delivered by electronic transmissions shall be deemed received when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the following addresses:

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

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

Town: Town Manager
Town of Marble
322 West Park St.
Marble, CO 81623

14. GENERAL TERMS AND CONDITIONS

14.1. Independent Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

14.2. Assignment. This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.

14.3. Integration and Amendment. This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect. This Agreement supersedes the previous Opioid Settlement Intergovernmental Agreement entered into between the Town and the County, and said previous Opioid Settlement Intergovernmental Agreement shall have no force or effect upon the effective date of this Agreement.

14.4. No Construction Against Drafting Party. The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.

14.5. Captions and References. The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

14.6. Statutes, Regulations, and Other Authority. Any reference in this Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.

14.7. Conflict of Interest. No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.

14.8. Inurement. The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14.9. Survival. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.

14.10. Waiver of Rights and Remedies. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

14.11. No Third-Party Beneficiaries. Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

14.12. Records Retention. The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties upon the request by any Party.

14.13. Execution by Counterparts; Electronic Signatures and Records. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq*. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of

an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

14.14. Authority to Execute. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

THEREFORE, IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date shown below.

GUNNISON COUNTY, COLORADO
BY AND THROUGH ITS BOARD OF COMMISSIONERS

By: Jonathan Houck, Chair
Date: _____

ATTEST:

By: Melanie Bollig, Deputy Clerk

TOWN OF MARBLE
BY AND THROUGH ITS TRUSTEES

By: Ryan Vinciguerra, Mayor
Date: 4/6/23

ATTEST:

By: Ron Leach, Town Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Amended Opioid Settlement Intergovern

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Mt. CB - Gunnison County

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

Summary:

agreement

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 4/7/2023

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

Comments:
Legally sufficient. SO 4/7/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 4/7/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/12/2023

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

Agenda Date: 4/18/2023

Revised April 2015

AMENDED OPIOID SETTLEMENT INTERGOVERNMENTAL AGREEMENT

THIS AMENDED OPIOID SETTLEMENT INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made between Gunnison County, Colorado ("County"), and the Town of Mt. Crested Butte ("Town") (collectively, the "Parties") pursuant to Section 29-1-203, C.R.S., as amended.

RECITALS

WHEREAS, the State of Colorado and participating local governments negotiated the Colorado Opioids Settlement Memorandum of Understanding (the "Colorado MOU"), establishing the manner in which funds from settlements between the State of Colorado and opioid manufacturers shall be divided and distributed within the State;

WHEREAS, the Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Agreement shall be construed in conformity with the Colorado MOU;

WHEREAS, pursuant to the Colorado MOU and the Colorado Opioid Settlement Tracker ("COST"), the Town has the option of opting in to receive a direct share of opioid settlement funds;

WHEREAS, the Town intends to not only opt-in to receive these direct payments but also direct them to the County, so as to best consolidate resources in the community to combat opioid abuse and addiction

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

1. **DEFINITIONS**. The defined terms used in this Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Agreement.
2. **OBLIGATIONS OF THE PARTIES**.

2.1. The Town shall:

2.1.1. By July 31, 2022 and any other subsequent deadline, indicate in writing to the Office of the Colorado Attorney General, or other relevant State agency, its desire to opt in and receive and accept its local share of opioid settlement funds.

2.1.2. Authorize the Office of the Colorado Attorney General, or other relevant State agency, to directly remit to the County all payments from percentage allocations originally awarded to the Town, pursuant to the COST and the Colorado MOU upon receipt of such funds, as follows:

	Original Allocation	**New Allocation per IGA**
Gunnison County	**0.1701%**	**0.1750%**
Mt. Crested Butte	**0.0049%**	**0%**
Total	**0.1750%**	**0.1750%**

2.2. The County shall:

2.2.1. Prepare, at least annually and on behalf of the Town, all reporting required by the State of Colorado regarding the expenditures of such funds, including any reporting required by the Colorado Opioid Abatement Council ("COAC").

2.2.2. At the Town's request, share with the Town any drafts of the reporting required by Section 2.2.1 of this Agreement and receive input from the Town regarding such drafts.

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filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.

10. **CONFIDENTIALITY**. The Parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Party or otherwise have access to, except as may be required by law. Nothing in this Agreement shall in any way limit the ability of the Parties to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the "Act"). In the event of a request to a Party for disclosure of confidential materials, the Party shall advise the Parties of such request in order to give the Parties the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Party objects to disclosure of any of its material, the Party shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Party agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Parties may tender all material to the court for judicial determination of the issue of disclosure.
11. **GOVERNING LAW; VENUE**. This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating to the Agreement will be in the applicable District Court of the State of Colorado for the county of Gunnison.
12. **TERMINATION**. The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, a Party, in its discretion, may terminate its participation in the Agreement, in whole or in part, upon written notice to the Parties. Each Party also has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Parties.
13. **NOTICES**. "Key Notices" under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding

facsimile transmissions and texts; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. Key Notices delivered by electronic transmissions shall be deemed received when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the following addresses:

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

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

Town: Town Manager
Town of Mt. Crested Butte
911 Gothic Rd.
P.O. Box 5800
Mt. Crested Butte, CO 81225

14. GENERAL TERMS AND CONDITIONS

14.1. Independent Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

14.2. Assignment. This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.

14.3. **Integration and Amendment**. This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect. This Agreement supersedes the previous Opioid Settlement Intergovernmental Agreement entered into between the Town and the County, and said previous Opioid Settlement Intergovernmental Agreement shall have no force or effect upon the effective date of this Agreement.

14.4. **No Construction Against Drafting Party**. The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.

14.5. **Captions and References**. The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

14.6. **Statutes, Regulations, and Other Authority**. Any reference in this Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.

14.7. **Conflict of Interest**. No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.

14.8. Inurement. The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14.9. Survival. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.

14.10. Waiver of Rights and Remedies. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

14.11. No Third-Party Beneficiaries. Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

14.12. Records Retention. The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties upon the request by any Party.

14.13. Execution by Counterparts; Electronic Signatures and Records. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq*. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of

an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

14.14. Authority to Execute. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

THEREFORE, IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date shown below.

GUNNISON COUNTY, COLORADO
BY AND THROUGH ITS BOARD OF COMMISSIONERS

By: Jonathan Houck, Chair
Date: _____

ATTEST:

By: Melanie Bollig, Deputy Clerk

TOWN OF MT. CRESTED BUTTE
BY AND THROUGH ITS TOWN COUNCIL

By: Nicholas Kempin, Mayor
Date: 4/4/23

ATTEST:

By: Tiffany O'Connell, Town Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Amended Opioid Settlement Intergovern

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

opioid agreement

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 4/6/2023

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

Comments:
Legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 4/6/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/12/2023

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

Agenda Date: 4/18/2023

Revised April 2015

AMENDED OPIOID SETTLEMENT INTERGOVERNMENTAL AGREEMENT

THIS AMENDED OPIOID SETTLEMENT INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made between Gunnison County, Colorado ("County"), and the Town of Crested Butte ("Town") (collectively, the "Parties") pursuant to Section 29-1-203, C.R.S., as amended.

RECITALS

WHEREAS, the State of Colorado and participating local governments negotiated the Colorado Opioids Settlement Memorandum of Understanding (the "Colorado MOU"), establishing the manner in which funds from settlements between the State of Colorado and opioid manufacturers shall be divided and distributed within the State;

WHEREAS, the Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Agreement shall be construed in conformity with the Colorado MOU;

WHEREAS, pursuant to the Colorado MOU and the Colorado Opioid Settlement Tracker ("COST"), the Town has the option of opting in to receive a direct share of opioid settlement funds;

WHEREAS, the Town intends to not only opt-in to receive these direct payments but also direct them to the County, so as to best consolidate resources in the community to combat opioid abuse and addiction

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

1. **DEFINITIONS**. The defined terms used in this Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Agreement.
2. **OBLIGATIONS OF THE PARTIES**.

2.1. The Town shall:

2.1.1. By July 31, 2022 and any other subsequent deadline, indicate in writing to the Office of the Colorado Attorney General, or other relevant State agency, its desire to opt in and receive and accept its local share of opioid settlement funds.

2.1.2. Authorize the Office of the Colorado Attorney General, or other relevant State agency, to directly remit to the County all payments from percentage allocations originally awarded to the Town, pursuant to the COST and the Colorado MOU upon receipt of such funds, as follows:

	Original Allocation	**New Allocation per IGA**
Gunnison County	**0.1701%**	**0.1746%**
Crested Butte	**0.0045%**	**0%**
Total	**0.1746%**	**0.1746%**

2.2. The County shall:

2.2.1. Prepare, at least annually and on behalf of the Town, all reporting required by the State of Colorado regarding the expenditures of such funds, including any reporting required by the Colorado Opioid Abatement Council ("COAC").

2.2.2. At the Town's request, share with the Town any drafts of the reporting required by Section 2.2.1 of this Agreement and receive input from the Town regarding such drafts.

6. **RECORDKEEPING**. The County shall be responsible for maintaining records consistent with this Agreement.

7. **OBLIGATIONS OF THE PARTIES**. The Parties shall perform their respective obligations as set forth in the Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.

8. **TERM**. The Agreement will commence on the date it is executed by all parties, and shall expire on the date the last settlement payment to the Town, consistent with the terms of the Colorado MOU and any applicable settlement agreement (the "Term"), unless otherwise renewed by amendment to this Agreement.

9. **INFORMATIONAL OBLIGATIONS**. Each Party hereto shall meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a

filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.

10. **CONFIDENTIALITY**. The Parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Party or otherwise have access to, except as may be required by law. Nothing in this Agreement shall in any way limit the ability of the Parties to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the "Act"). In the event of a request to a Party for disclosure of confidential materials, the Party shall advise the Parties of such request in order to give the Parties the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Party objects to disclosure of any of its material, the Party shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Party agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Parties may tender all material to the court for judicial determination of the issue of disclosure.
11. **GOVERNING LAW; VENUE**. This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating to the Agreement will be in the applicable District Court of the State of Colorado for the county of Gunnison.
12. **TERMINATION**. The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, a Party, in its discretion, may terminate its participation in the Agreement, in whole or in part, upon written notice to the Parties. Each Party also has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Parties.
13. **NOTICES**. "Key Notices" under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding

facsimile transmissions and texts; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. Key Notices delivered by electronic transmissions shall be deemed received when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the following addresses:

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

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

Town: Town Manager
Town of Crested Butte
507 Maroon Ave.
P.O. Box 39
Crested Butte, CO 81224

14. GENERAL TERMS AND CONDITIONS

14.1. Independent Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

14.2. Assignment. This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.

14.3. **Integration and Amendment**. This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect. This Agreement supersedes the previous Opioid Settlement Intergovernmental Agreement entered into between the Town and the County, and said previous Opioid Settlement Intergovernmental Agreement shall have no force or effect upon the effective date of this Agreement.

14.4. **No Construction Against Drafting Party**. The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.

14.5. **Captions and References**. The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

14.6. **Statutes, Regulations, and Other Authority**. Any reference in this Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.

14.7. **Conflict of Interest**. No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.

14.8. **Inurement**. The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14.9. **Survival**. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.

14.10. **Waiver of Rights and Remedies**. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

14.11. **No Third-Party Beneficiaries**. Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

14.12. **Records Retention**. The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties upon the request by any Party.

14.13. **Execution by Counterparts; Electronic Signatures and Records**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq*. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of

an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

14.14. Authority to Execute. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

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THEREFORE, IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date shown below.

GUNNISON COUNTY, COLORADO
BY AND THROUGH ITS BOARD OF COMMISSIONERS

By: Jonathan Houck, Chair
Date: _____

ATTEST:

By: Melanie Bollig, Deputy Clerk

TOWN OF CRESTED BUTTE
BY AND THROUGH ITS TOWN COUNCIL

By: Ian Billick, Mayor
Date: April 3, 2023

ATTEST:

By: Lynelle Stanford, Town Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Professional Services Agreement; Gunn

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC, Town of CB, Alpine Environmental Consultants

Term Begins: 4/18/2023 **Term Ends:** **Grant Contract #:**

Summary:

Contractor will provide input, as directed by town and county staff and outside counsel, on the water rights case, land exchange, and mineral withdrawal for Mt. Emmons Project.

Fiscal Impact: 4,890

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

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 4/6/2023

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

Comments:
Legally sufficient. MRH

Reveiwed by: Discharge Date: 4/5/2023 Certificate of Insurance Required

Yes (•) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/12/2023

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

Agenda Date: 4/18/2023

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the ___ day of _____, by and among the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado 81230 ("Gunnison County"), the Town of Crested Butte, whose address is P.O. Box 39, Crested Butte, Colorado 81224 ("Crested Butte") and Alpine Environmental Consultants whose address is 379 Shavano Street, Crested Butte, Colorado 81224 ("Contractor"), collectively referred to as "Parties" and individually as "Party."

AGREEMENT

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

1. SERVICES.

The Contractor shall provide professional 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 Gunnison County and Crested Butte 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 the County with its strategic goal of protecting the environment, 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 and Crested Butte shall pay Contractor total fees as more specifically not to exceed nine thousand seven hundred eighty and No/100 U. S. Dollars ($9,780.00) ("Compensation"), split evenly between Gunnison County and Crested Butte, with each paying

no more than $4,890. Payment shall be made by Gunnison County and Crested Butte to Contractor within forty-five (45) days of receipt of an invoice. If the Gunnison County and Crested Butte object to any invoices submitted by Contractor, Gunnison County and Crested Butte will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice. If Gunnison County and Crested Butte fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to Gunnison County and Crested Butte, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

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

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Contractor shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County and Crested Butte, listing Gunnison County and Crested Butte as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County and Crested Butte. 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. 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.

b. 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.

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. Gunnison County and Crested Butte'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 Gunnison County and Crested Butte'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, Gunnison County and Crested Butte 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 Gunnison County and Crested Butte, 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 Gunnison County and Crested Butte 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 Gunnison County and Crested Butte.

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 Gunnison County and Crested Butte 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 Gunnison County and Crested Butte, 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 Gunnison County and Crested Butte, 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 or Crested Butte. Contractor does not have any authority to bind Gunnison County or Crested Butte 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 or Crested Butte. 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 Gunnison County and Crested Butte in writing.

Gunnison County and Crested Butte are exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which Gunnison County and Crested Butte are exempt shall not be included in the Compensation. Gunnison County and Crested Butte shall, upon request, furnish Contractor with a copy of their Certificate of Tax Exemption.

8. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County and Crested Butte, its Commissioners, council members, 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, Gunnison County and Crested Butte 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 Gunnison County and Crested Butte.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide Gunnison County and Crested Butte reasonably prompt notice of the 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 Gunnison County and Crested Butte. Each Party will cooperate in good faith with the other to facilitate the defense of any such claim and Gunnison County and Crested Butte 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 Gunnison County and Crested Butte, unless the settlement includes an admission of wrongdoing, fault or liability by Gunnison County and/or Crested Butte, whether express or implied.

Any term included in this Agreement that requires Gunnison County and Crested Butte to indemnify or hold Contractor harmless; requires Gunnison County and Crested Butte 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 Gunnison County and Crested Butte 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 Gunnison County and Crested Butte that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County and Crested Butte rely.

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 Gunnison County and Crested Butte, its departments, boards, council, 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 Gunnison County and Crested Butte 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. Gunnison County and Crested Butte 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 Gunnison County and Crested Butte 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 its duties under this Agreement without the prior written consent of Gunnison County and Crested Butte, which consent Gunnison County and Crested Butte 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 a Party.

14. TERMINATION.

Any 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. OWNERSHIP OF PROPERTY.

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

16. WARRANTIES.

Contractor represents and warrants to Gunnison County and Crested Butte as follows:

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

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

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

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

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

f. Contractor has the right to and shall assign to Gunnison County and Crested Butte all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to Gunnison County and Crested Butte. To the extent that Contractor is not permitted to assign any warranties or indemnities to Gunnison County and Crested Butte, Contractor agrees to specifically identify and enforce those warranties and indemnities

on behalf of Gunnison County and Crested Butte to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by a Party constitute or be construed to be a waiver 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.

18. 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 Gunnison County, Crested Butte or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

19. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of Gunnison County and Crested Butte 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 Gunnison County and Crested Butte. Gunnison County or Crested Butte, in their 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.

20. FORCE MAJEURE.

No 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, a Party may terminate this Agreement and the Parties will be released from any further obligation to the other.

21. NOTICES.

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

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

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

Crested Butte:
Town Manager
Town of Crested Butte
P.O. Box 39
Crested Butte, Colorado 81224
Phone: 970-349-5338

Contractor:
Ashley Bembenek
Alpine Environmental Consultants
379 Shavano Street
Crested Butte, Colorado 81224
Phone: 970-251-0029

A 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.

22. 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.

23. 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 Parties in the manner specified by each of the Parties. 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 any 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.

24. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between Gunnison County, Crested Butte 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 Gunnison County and Crested Butte 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.

25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

Contractor shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to Gunnison County or Crested Butte. Contractor shall be subject to financial audit by federal, state, county or local entity 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 Gunnison County and Crested Butte, 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 Gunnison County and/or Crested Butte's PII either could have been, or was compromised, then Contractor shall immediately notify Gunnison County and Crested Butte in writing and shall abide by C.R.S. § 24-73-101 *et seq.* Contractor shall be liable for any resulting damages to Gunnison County, Crested Butte or third-parties as the result of any such data breach.

26. 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.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____

Jonathan Houck, Chairperson

ATTEST:

_____

Deputy Clerk

TOWN OF CRESTED BUTTE

By: _____

Dara MacDonald, Town Manager

ATTEST:

_____

Town ~~Deputy~~ Clerk

ALPINE ENVIRONMENTAL CONSULTANTS

By: _____

Ashley Bembenek, Principal Scientist and Owner

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

ALPINE ENVIRONMENTAL CONSULTANTS LLC

WATER QUALITY AND ENVIRONMENTAL SCIENCE EXPERTISE

November 28, 2022

Dara MacDonald, Town Manager
Town of Crested Butte
P.O. Box 39
Crested Butte, CO 81224

Matthew Hoyt, Attorney
Gunnison County
200 E. Virginia Avenue
Gunnison, CO 8123

Subject: 2023 Proposal for the Mt. Emmons Project

Ms. MacDonald and Mr. Hoyt:

Alpine Environmental Consultants LLC is pleased to provide this proposal to the Town of Crested Butte and Gunnison County. The Town and County are collaborating with several stakeholders to address the long-term management of the Keystone Mine site on Mt. Emmons. By establishing a separate scope of work, it will be easier to maintain client-attorney privilege on sensitive topics associated with the Mt. Emmons Project (i.e., in addition to the scope of work with the Coal Creek Watershed Coalition).

Major Tasks and Cost Estimate:

During 2023, I will research and provide input, as directed by town and county staff and outside counsel, on the water rights case, land exchange, and mineral withdrawal. The cost estimate also includes time for meetings with collaborating stakeholders, and associated travel expenses. The anticipated total cost for 2023 is $9,780.00; where the Town and County each contribute $4,890.00. If additional meetings or tasks emerge in 2023, it may be necessary to revise this proposal.

Task	Sub-total
Water rights case	$ 1,275.00
Land exchange	$ 5,100.00
Stakeholder meetings	$ 3,405.00
Total Estimated Cost:	**$ 9,780.00**
Cost for Town of Crested Butte:	**$ 4,890.00**
Cost for Gunnison County:	**$ 4,890.00**

Please contact me to discuss any questions or concerns that you may have regarding the proposal. Thank you for your support.

Sincerely,



Ashley Bembenek
Principal Scientist and Owner
Alpine Environmental Consultants LLC

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Subordination Agreement; Morgan Rockw

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

For your review, a subordination agreement between Gunnison County and Morgan Rockwood Properties, LLC, for parcels in The Meadows Phase 2-R.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 4/7/2023

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 4/6/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/12/2023

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

Agenda Date: 4/18/2023

Revised April 2015

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT made this 3rd day of February, 2023, by and between the Board of County Commissioners of Gunnison County, Colorado ("Gunnison County") and Morgan Rockwood Properties, LLC (the "Lender").

WHEREAS:

A. Gunnison County is the beneficiary under the deed of trust (the "First Deed of Trust") dated August 6, 2020, from APT Gunnison, LLC, a Colorado limited liability company (the "Grantor") to the Public Trustee of Gunnison County recorded on August 6, 2020 at Reception No. 668291 of the real property records of Gunnison County, State of Colorado, and having been given to secure a debt in the principal sum of Seven Hundred Fifty Thousand Dollars ($750,000.00), encumbering certain real property in County, Colorado, more particularly described as (the "Property"):

> "NORTH REMAINDER PARCEL" AND "SOUTH REMAINDER PARCEL", AMENDED PLAT, REMAINDER LOT 22, THE MEADOWS PHASE 2-R, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 2020 UNDER RECEPTION NO. 666803, CITY OF GUNNISON, COUNTY OF GUNNISON, STATE OF COLORADO;

B. Gunnison County is the beneficiary under the Deed Restriction (the "Deed Restriction") dated August 6, 2020, from APT Gunnison, LLC, a Colorado limited liability company (the "Grantor") recorded on August 6, 2020 at Reception No. 668291 of the real property records of Gunnison County, State of Colorado, and encumbering the Property.

C. The Lender has agreed to provide an extension of credit to Grantor as evidenced by that certain Loan Agreement dated on or about the date hereof between Grantor and the Lender (as the same may be amended or modified from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to extend credit to Grantor in the form of a term loan in the principal amount of Two Million and No/100 Dollars ($2,000,000.00) (the "Senior Indebtedness"), which Senior Indebtedness is secured by that certain Deed of Trust (Second Lien) on the Property dated on or about the date hereof from Grantor to the Lender (the "Second Deed of Trust").

D. The Lender was unwilling to extend the Senior Indebtedness unless Gunnison County agreed to subordinate to the Lender Gunnison County's rights in connection with the Subordinated Deed Restriction-Liquidated Damages Provision and the First Deed of Trust, and Gunnison County has so agreed.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree and covenant as follows:

1. Gunnison County, as beneficiary under the Deed Restriction, does hereby subordinate the Deed Restriction to the Second Deed of Trust, to the end that the Second Deed of Trust shall be prior and superior to the Deed Restriction. Foreclosure of the Second Deed of Trust shall extinguish the Deed Restriction. In any foreclosure of the Second Deed of Trust, the Deed Restriction shall constitute a Junior Lien as defined in C.R.S. § 38-38-100.3(11), except with respect to any amount owed to Gunnison County that is secured by the First Deed of Trust.

2. Gunnison County hereby covenants and agrees that the Deed Restriction shall be subject and subordinate to the lien, terms, covenants and conditions of the Second Deed of Trust and the prior payment in full of all Senior Indebtedness together with interest thereon and to all advances heretofore made or which hereafter may be made from the Lender to Grantor (including, but not limited to, all sums advanced for the purpose of protecting or further securing the lien thereof or for any other purpose expressly permitted pursuant to the Second Deed of Trust and all advances, extensions, renewals, modifications, replacements, consolidations or substitutions thereof (individually a "Modification"). Any Modifications may be made without the consent of Gunnison County.

3. Gunnison County represents and warrants that:

a. The maximum principal amount of the First Deed of Trust as of the date hereof is Seven Hundred Fifty Thousand Dollars ($750,000.00);

b. No default under the First Deed of Trust or Deed Restriction has occurred and is continuing as of the date hereof; and

c. No event has occurred and is continuing as of the date hereof, which, with the giving of notice and/or the passage of time, would constitute a default under the First Deed of Trust or Deed Restriction.

4. During the term of the First Deed of Trust and until such time as the lien of the First Deed of Trust has been extinguished, Gunnison County agrees that:

a. Gunnison County shall deliver to the Lender (i) written notice of any default under the Deed Restriction or First Deed of Trust at the same time as, and whenever any such notice of default shall be sent to the Grantor and (ii) written notice of the commencement of any foreclosure of the First Deed of Trust and true copies of all notices delivered and all papers served or entered in such foreclosure at the same time as, and whenever any such notices or papers are served or entered in connection with such foreclosure; and

b. The Lender shall have the right, but not the obligation, to do any act or thing required of the Grantor under the Deed Restriction or the First Deed of Trust or necessary and proper to cure or prevent a default under the Deed Restriction or First Deed of Trust, at the time and in the manner hereinafter provided.

5. During the term of the Second Deed of Trust and until such time as the lien of the Second Deed of Trust has been extinguished, Gunnison County agrees that:

a. Lender shall deliver to Gunnison County (i) written notice of any default under the Second Deed of Trust at the same time as, and whenever any such notice of default

shall be sent to the Grantor and (ii) written notice of the commencement of any foreclosure of the Second Deed of Trust and true copies of all notices delivered and all papers served or entered in such foreclosure at the same time as, and whenever any such notices or papers are served or entered in connection with such foreclosure; and

b. Gunnison County shall have the right, but not the obligation, to do any act or thing required of the Grantor under the Second Deed of Trust or necessary and proper to cure or prevent a default under the Second Deed of Trust, at the time and in the manner hereinafter provided;

6. In the event of (a) a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Property (collectively, a "Taking") or (b) the occurrence of a fire or other casualty resulting in damage to all or a portion of the Property (collectively, a "Casualty"), at any time or times when all or any of the Second Deed of Trust remains a lien on the Property; (i) Gunnison County hereby waives any right to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of claims resulting from the Taking or Casualty; provided, however, that the Lender acknowledges and agrees that Gunnison County shall have the right to consult with the Lender with respect to any of the foregoing matters, but the Lender shall in all events make all final determinations as to the settlement of any claims; (ii) all proceeds received or to be received on account of a Taking and/or a Casualty shall be applied in a manner or manners determined by the Lender in accordance with the provisions of the Second Deed of Trust; provided, however, that if the Lender elects to apply such proceeds in reduction of the outstanding principal balance of the Second Deed of Trust, any proceeds remaining after the satisfaction in full of the Second Deed of Trust shall be applied by Gunnison County in accordance with the applicable provisions of the First Deed of Trust; and (iii) Gunnison County hereby agrees to execute and deliver, at its sole expense, any documents, instruments, agreements or further assurances required to effectuate the foregoing agreements.

7. Proceedings.

a. As used in this Section, the term "Proceeding" shall mean any voluntary or involuntary (i) insolvency, bankruptcy, receivership, custodianship, liquidation, reorganization or any other similar proceeding relating to the Grantor, or any of the Grantor's properties or any portion of the Property, whether under any bankruptcy, reorganization or insolvency law or laws, federal or state, or any law, federal or state, relating to relief of debtors, readjustment of indebtedness, reorganization or extension, (ii) proceeding for any liquidation, liquidating distribution, dissolution or other winding up of the Grantor or appointment of a custodian, receiver, trustee or other officer with similar powers, whether or not involving insolvency or bankruptcy proceedings, (iii) general assignment for the benefit of creditors of the Grantor, or (iv) other marshaling of the assets of the Grantor.

b. If the lender or Gunnison County is required in any Proceeding or otherwise to disgorge, turn over or otherwise pay to the estate of the Grantor any amount (whether originally received as proceeds of any portion of the Property, enforcement of any right of set-off or otherwise) because such amount was avoided or ordered to be paid or disgorged for any reason, including, without limitation, because it was found to be a fraudulent or preferential transfer (a ""Disgorgement"), then the Senior Indebtedness or Subordinated Deed Restriction-Liquidated Damages Provision, as applicable, and the liens securing

such indebtedness shall be reinstated to the extent of such Disgorgement and deemed to be outstanding as if such original payment had not occurred. If this Agreement shall have been terminated prior to such Disgorgement, this Agreement shall be reinstated in full force and affect, and such prior termination shall not diminish, release, discharge, impair, or otherwise affect the obligations of the parties hereto.

c. This Agreement shall be effective both before and after the commencement of a Proceeding. All references in this Agreement to the Grantor shall include the Grantor as a debtor-in-possession and any receiver or trustee for the Grantor in any Proceeding.

8. General Provisions.

a. Upon the request of the Lender from time to time, Gunnison County shall promptly execute whatever instruments and/or documents that are required by the Lender in order to evidence that the Deed Restriction is subordinate to the lien, covenants and conditions of the Second Deed of Trust as the same may from time to time be renewed, extended, replaced, consolidated, substituted for and/or modified.

b. This Agreement (a) shall be governed by and interpreted in accordance with the laws of the State of Colorado, (b) may not be changed or terminated orally, and (c) shall bind and inure to the benefit of parties hereto and their respective successors and assigns. The word "party" shall be construed as if it reads "parties" whenever the sense of this Agreement so requires.

c. In the event that any provision of this Agreement or the application thereof to the Deed Restriction or First Deed of Trust or any circumstance in any jurisdiction governing this Agreement shall, to any extent, be invalid or enforceable under any applicable statute, regulation or rule of law, such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute, regulation or rule of law, and the remainder of this Agreement and the application of any such invalid or unenforceable provisions to parties, jurisdictions or circumstances other than to whom or to which it is held invalid or unenforceable, shall not be affected thereby nor shall the same affect the validity or enforceability of any other provision of this Agreement.

d. The waiver of or acquiescence in or by the Lender of any breach by Gunnison County or the failure of the Lender to insist upon strict performance by Gunnison County of any terms, provisions, conditions, covenants or agreements in this Agreement shall not constitute a waiver of any subsequent or other breach of the Lender and such failure shall not be deemed a waiver of such rights.

e. The rights and remedies provided to the Lender under this Agreement shall be deemed cumulative and not exclusive and are in addition to and not in derogation, substitution or limitation of any of the rights and remedies provided by general law and equity.

f. Any notice or other communication required or permitted to be given under this Agreement will be deemed sufficient and effective only if in writing, sent by registered or certified mail, to the following addresses (or such other addresses designated in a notice given as herein required) and shall be deemed effective on the second business day following the date when deposited in the United States mail:

If to Gunnison County:

County Manager
Gunnison County
200 E. Virginia Avenue
Gunnison, Colorado 81230

With a copy to:

Board of County Commissioners
of the County of Gunnison, Colorado
200 E. Virginia Avenue
Gunnison, Colorado 81230

If to Lender:

Morgan Rockwood Properties, LLC
1701 ½ Post Oak Blvd. Ste 270
Houston, Texas 77056
Attn: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

GUNNISON COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

BY:_____
NAME:_____
TITLE: _____

STATE OF COLORADO §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2023 by _____ (NAME), _____ (TITLE) of and on behalf of the Board of County Commissioners of Gunnison County, Colorado.

Witness my hand and official seal.

(SEAL)

_____
Notary Public
My commission expires: _____

LENDER:

MORGAN ROCKWOOD PROPERTIES, LLC

BY:_____
NAME:_____
TITLE: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2023 by _____ (NAME), _____ (TITLE) of and on behalf of Morgan Rockwood Properties, LLC.

Witness my hand and official seal.

(SEAL)

_____
Notary Public
My commission expires: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Temple Hoyne Buell Grant Application;

Action Requested: Other Grant Application approval to apply

Parties to the Agreement: Temple Hoyne Buell

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

Summary:

HHS on behalf of the ECC would like to apply for continuation funding from the Temple Hoyne Buell Foundation for $30,000.

Fiscal Impact:

Submitted by: Margaret A Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 4/12/2023

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

Comments:

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

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/13/2023

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

Agenda Date: 4/18/2023

Revised April 2015

Temple Hoyne Buell

Applicant/Lead	Gunnison-Hinsdale Early Childhood Council - Gunnison County Health and Human Services		
Contact Name:	Lana Athey	**Email:**	lathey@gunnisoncounty.org
Grant Period	September 1, 2023 to August 31, 2024		

Table 1: Project Expenses (June 15, 2022 - June 30, 2023)		
Budget Category	**Total**	**Narrative (Explain how costs were determined and how the budget aligns with**
Personnel*	$ 19,925	*Provide detailed justification in Table 2: Personnel table
Benefits & Taxes	$ 4,148	Fringe benefits include Health Insurance, SSEC, MCARE, Retirement, holiday/Sick Pay for 2 Personnel ; SSEC, MCARE, Retirement, for QI Navigator/Coach & ECC outreach specialist
Mini-Grants	$ 1,000	mini-grants for early childhood provides to meet licensing requirements or for classroom materials.
Supplies/Operating Expenses	$ 127	Meeting supplies, meeting food, copies, office supplies
Computer Costs	$ 2,000	
Training/Professional Development/Conferences	$ 1,500	GHECC Annual Conference - Local Professional Development
Memberships	$ 1,300	ECCLA Membership
Contractors/Consultants/Subcontracts to Partners*	$ -	*Provide detailed justification in Table 3: Contracts Table
Other Direct Costs (please specify)		
Other Direct Costs (please specify)		
Other Direct Costs (please specify)		
Other Direct Costs (please specify)		
Total Direct Costs	**$ 30,000**	
Indirect Costs (should not exceed a rate of 10% of direct costs)	$ -	
GRAND TOTAL REQUESTED	**$ 30,000**	

In the section below, please provide detail about the wages/salary for personnel to be funded with grant funds (Table 2); Enter budget justification for the employee or position title. Justification should address the role and expected contribution of budgeted personnel.

Table 2: Personnel Detail (employees of lead agency)					
Position Title	**Current Staff or To Be Hired**	**Annual Salary**	**% of Time on Project**	**Total Request**	**Narrative**
GHECC Co-Coordinator	Current	$78,458	12%	$ 9,415	4.8 hours/week - systems building - currently working 30 hours per week
GHECC QI Coach & Navigator	Current	$69,992	4%	$ 2,800	Ongoing support of early childhood centers, attendance at early childhood workforce committee meetings, etc. - currently working 20 hours per week
ECC Outreach	Current	$54,517	10%	$ 5,452	4.0 hours/week -Community outreach, social media posting, attendance at community events, assitance with annual early childhood conference and FFN caregiver trainings. - currently working at 20 hours per week
EQIT Instructor	Current	$45,179	5%	$ 2,259	Helps Provide 2 EQIT Trainings on an annual basis
Total Personnel				**$ 19,925**	

In the section below, please include detail about the subcontractors, consultants, or partners to be funded.

Table 3: Contractor/Consultants/Partners		
Name of Contractor/Consultant/Partner (if available)	**Total Request**	**Narrative**
EXAMPLE: XYZ Consultant	*$ 5,000*	*To develop a strategic plan to engage stakeholders and the public around increased compensation for early educators*
	$ -	
	$ -	
	$ -	
Total Contractor	$ -	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Reports

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Present Monthly and Investment Reports

Fiscal Impact:

Submitted by: Debbie Dunbar **Submitter's Email Address:** ddunbar@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/12/2023

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

Agenda Date: 4/18/2023

Revised April 2015

TREASURER'S MONTHLY REPORT FOR MARCH 2023

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	**$**	**$**	**$**	**$**
Due from Tre-County General	16,480,994.27	1,629,497.90	(1,474,789.83)	16,635,702.34
Due from Tre-Road & Bridge	2,858,982.93	45,438.96	(217,001.23)	2,687,420.66
Due from Tre-Human Services	511,056.06	53,528.33	(36,426.34)	528,158.05
Due from Tre-Public Health Agency	230,169.44	11,694.24	(81,449.35)	160,414.33
Due from Tre-Conservation Trust	177,103.63	17,040.80	-	194,144.43
Due from Tre-Bond Fund	443,383.85	1,006.37	(2,000.00)	442,390.22
Due from Tre-Airport	774,381.18	158,441.03	(223,273.59)	709,548.62
Due from Tre-Sales Tax	3,739,022.92	330,801.26	(14.78)	4,069,809.40
Due from Tre-Land Preservation	1,240,459.59	73,164.45	-	1,313,624.04
Due from Tre-Mosquito	61,365.14	24,673.09	(375.21)	85,663.02
Due from Tre-Sage Grouse	252,903.86	572.66	(1,742.98)	251,733.54
Due from Tre-Risk Management	92,737.88	211.26	(83.00)	92,866.14
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	427,994.18	8,666.23	(86,206.44)	350,453.97
Due from Tre-Sewer	1,330,981.90	117,764.06	(53,523.07)	1,395,222.89
Due from Tre-Water	982,697.39	2,343.33	(33,432.96)	951,607.76
Due from Tre-Solid Waste	699,168.76	82,120.83	(124,692.81)	656,596.78
Due from Tre-Housing Authority	4,426,687.41	17,793.68	(137,372.46)	4,307,108.63
Due from Tre-Gunn Sr Housing	44,464.82	7,335.13	(19,652.77)	32,147.18
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	1,816,582.00	3,990.70	(66,308.26)	1,754,264.44
Due from Tre-Internal Service II	745,500.72	1,535.04	(72,247.95)	674,787.81
Due from Tre-Insurance Trust	2,354,318.78	114,006.82	-	2,468,325.60
Due from Tre-Local Marketing District	1,943,408.94	35,504.88	-	1,978,913.82
Due from Tre-Rural Trans Auth	6,398,939.93	394,821.56	(1,126,893.45)	5,666,868.04
Due from Tre-Public Trustee Agency	19,774.47	14,519.36	-	34,293.83
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	-	100.00	(100.00)	-
Due from Tre-Treas Fees	-	109,796.41	(109,796.41)	-
Due from Tre-Health Claims	75,478.45	149,482.64	(160,331.43)	64,629.66
Due from Tre-Landfill Closure	1,152,057.86	6,417.08	-	1,158,474.94
Due from Tre-Landfill Cons Resv	1,254,595.49	16,961.82	-	1,271,557.31
Due from Tre-Payroll Clearing	5,680.39	882,225.85	(879,124.11)	8,782.13
Due from Tre-Sewer Reserve	95,791.78	-	-	95,791.78
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	13,485.25	30.75	-	13,516.00
Due From Tre-Housing Authority Restricted Deposits	31,769.00	-	(1,778.04)	29,990.96
Due From Tre-Housing Authority Restricted Cash #2	274,820.99	-	-	274,820.99
Due from Tre-Accounts Payable Clearing	1,330,301.33	3,741,331.85	(3,722,016.10)	1,349,617.08
Due from Tre-Finance Revenue Clearing	-	2,175,970.84	(2,069,664.22)	106,306.62
Due from Tre-Water Resource	50,360.60	114.82	-	50,475.42
Due from Tre-Workforce Impact Fees	379,234.32	864.67	-	380,098.99
Due from Tre-Living Community	285,771.48	93,294.04	(288,697.78)	90,367.74
COUNTY FUNDS TOTAL	53,087,014.19	10,323,062.74	(10,988,994.57)	52,421,082.36
CITIES AND TOWNS	**$**	**$**	**$**	**$**
Due from Tre-Crested Butte General	102,320.58	36,864.37	(102,932.16)	36,252.79
Due from Tre-Crested Butte Street/Alley	319,549.93	102,602.24	(322,628.01)	99,524.16
Due from Tre-Gunnison City General	124,630.34	33,678.68	(125,732.86)	32,576.16
Due from Tre-Marble General	7,379.46	2,432.10	(7,425.01)	2,386.55
Due from Tre-Mt Crested Butte General	356,943.71	183,352.81	(379,460.23)	160,836.29
Due from Tre-Pitkin General	7,578.12	2,437.39	(7,624.21)	2,391.30
CITIES AND TOWNS TOTAL	918,402.14	361,367.59	(945,802.48)	333,967.25
SCHOOLS	**$**	**$**	**$**	**$**
Due from Tre-Gunn RE1J Gen	3,999,518.24	1,389,279.08	(4,976,107.87)	412,689.45
Due from Tre-Gunn RE1J Bond	2,718,937.46	891,735.91	(3,400,936.77)	209,736.60
Due from Tre-Delta 50J General	345,953.00	111,946.42	(361,069.04)	96,830.38
Due from Tre-Delta 50J Bond	60,920.19	18,905.83	(63,588.24)	16,237.78
Due from Tre-Montrose RE1J General	53,460.31	15,090.04	(65,877.75)	2,672.60
Due from Tre-Montrose RE1J Bond	6,672.15	1,819.77	(8,237.90)	254.02
Due from Tre-Reij 2014 Mill Override	725,978.85	238,752.18	(908,681.23)	56,049.80

SCHOOLS TOTAL	7,911,440.20	2,667,529.23	(9,784,498.80)	794,470.63
IMPROVEMENT DISTRICTS	**$**	**$**	**$**	**$**
Due From Tre-Gunn Rising #2	2,140.67	115.52	(2,140.67)	115.52
Due From Tre-Gunn Rising #3	1.38	1.32	-	2.70
Due From Tre-Gunn Rising #4	1.94	1.84	-	3.78
Due from Tre-CO River Water CD	117,767.91	40,837.65	(120,134.75)	38,470.81
Due from Tre-Reserve MD2	47,830.73	25,899.55	(48,583.92)	25,146.36
Due from Tre-Mt Crested Butte DDA	354,283.17	155,812.82	(359,563.73)	150,532.26
Due from Tre-Bostwick Park Water CD	1,054.00	541.55	(1,069.81)	525.74
Due from Tre-Crawford Water CD	17.81	0.82	(17.83)	0.80
Due from Tre-Crested Butte South MD	137,362.62	42,549.63	(138,581.72)	41,330.53
Due from Tre-Mt CB Water/San	335,090.21	172,444.97	(356,243.40)	151,291.78
Due from Tre-East River Regional SD	34,623.84	11,241.77	(34,945.75)	10,919.86
Due from Tre-Cemetery	57,866.62	14,261.19	(58,416.27)	13,711.54
Due from Tre-Gunn Co Metro Rec Dist	216,169.67	75,103.89	(220,710.91)	70,562.65
Due from Tre-N Fork Water CD	6,756.59	1,652.51	(6,802.92)	1,606.18
Due from Tre-Skyland MD	189,838.95	77,231.83	(192,062.77)	75,008.01
Due from Tre-Upper Gunn Water CD	411,852.03	142,697.41	(420,600.91)	133,948.53
Due from Tre-Crested Butte Fire PD	977,207.64	390,228.15	(1,005,192.93)	362,242.86
Due from Tre-Gunn Co Fire PD	241,389.44	65,067.05	(243,546.73)	62,909.76
Due from Tre-Carbondale & Rural Fire PD	56,311.82	20,712.88	(56,902.00)	20,122.70
Due from Tre-Ragged Mt Fire PD	39,351.18	6,792.52	(39,537.40)	6,606.30
Due from Tre-Arrowhead Fire PD	15,443.20	5,940.68	(15,614.76)	5,769.12
Due From Tre-Library General Fund	454,591.61	157,634.08	(463,725.46)	148,500.23
Due From Tre-Reserve MD#2 BOND 2016A	132,847.32	144,751.71	(137,114.28)	140,484.75
Due From Tre-North Fork Ambulance Health Service Di	85,324.70	28,231.88	(86,129.63)	27,426.95
Due From Tre-Reserve MD #2 BOND 2016B	18,734.89	10,144.57	(19,029.91)	9,849.55
Due From Tre-Reserve MD #2 BOND 2016C	15,896.10	8,607.49	(16,146.42)	8,357.17
Due From Tre-Crested Butte Fire PD Bond	487,718.37	194,684.13	(501,705.52)	180,696.98
Due From Tre-Gunn Co Metro Rec North	255,815.23	102,114.42	(263,037.75)	94,891.90
IMPROVEMENT DISTRICTS TOTAL	4,693,289.64	1,895,303.83	(4,807,558.15)	1,781,035.32
MISC CONTROL	**$**	**$**	**$**	**$**
Due from Tre-Clerk & Recorder	440,453.97	516,503.93	(434,685.11)	522,272.79
Due from Tre-Clerk Sales Tax	-	39,013.02	(38,946.02)	67.00
Due from Tre-SOT	-	263,153.24	(263,153.24)	-
Due from Tre-State Auto	-	175,662.53	(175,662.53)	-
Due from Tre-Clerk ST Domestic Abuse	-	180.00	(180.00)	-
Due from Tre-Clerk State Registrar	-	27.00	(27.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	404.00	(404.00)	-
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	-	127,543.61	(127,543.61)	-
Due from Tre-Treas Deed	2,535.38	-	-	2,535.38
Due from Tre-Unused Remittances	155.01	694.43	-	849.44
Due from Tre-Elected Official Fees Clrg	11,593.28	26,313.31	(26,488.86)	11,417.73
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	526,183.26	1,149,495.07	(1,067,090.37)	608,587.96
GRAND TOTALS	**67,136,329.43**	**16,396,758.46**	**(27,593,944.37)**	**55,939,143.52**

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 March 2023.

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

Gunnison County Treasurer
Investment Report
31-Mar-23

CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH
Cash on Hand	1100	212,715.72			Cash	N/A
Bank of the West	1101	4,798,968.02	0.00%		Chkg	N/A
Bank of the West CC	1103	2,800,504.13	0.00%		Chkg	N/A
Bank of the West MM	1104	2,003,443.79	0.25%		MMA	Mo
Bank of the West Sheriff Account	1109	43,718.39	0.00%		check	n/a
Wells Fargo Warrant Clearing	1145	2,025,959.34	0.00%		Chkg	N/A
Wells Fargo Revenue Clearing	1147	582,502.86	0.00%		Chkg	Mo
Colotrust Plus	1118	3,885,599.40	4.86%		Pool	Mo
C-Safe	1121	3,709,940.24	4.91%		Pool	Mo
Community Banks of Colorado MM	1320	1,286,670.14	0.25%		MMA	Mo
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	N/A
Investment Clearing	1199	73,257.65	0.01%		MMA	Mo
TOTAL CASH AND CHECKING		21,577,441.36		38.56%		
INVESTMENTS						
Ally Bank GM42	1191	245,000.00	5.05%		CD	SA/Mat 3/23/26
American Express AD582	1214	236,160.15	3.40%		CD	M/MAT 6/29/27 5 YRS
AXOS Bank DAH1	1275					matured
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
Bridgewater Bank NJ60	1190	245,000.00	4.85%		CD	M/Mat 3/29/27
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
FFCB EMZW5	1233	456,750.00	0.73%		AG	SA/Mat 5/19/25 4 yrs callable
FFCB L6U3	1251	241,970.00	0.28%		AG	SA/Mat 9/14/23 3 yrs callable
FFCB MHL9	1247	479,480.00	0.31%		AG	SA/Mat 11/30/23 3 yrs callable
FFCB MJT0	1245	438,456.90	0.60%		AG	SA/Mat 12/9/25 5 yrs callable
FFCB NN892	1200	496,585.00	4.87%		AG	SA/Mat 9/28/26 4 yrs callable
FFCB 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 AMDY5	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 AMTZ5	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 ATM614	1201	498,930.00	5.00%		AG	SA/MAT 10/27/27 5 yrs callable
FHLB U4Y77	1197	499,685.00	5.05%		AG	SA/Mat 12/29/25 3 yr callable
FHLB UUA03	1194	500,000.00	5.00%		AG	SA/MAT 2/9/28 5 yr callable
FHLB UWR10	1193	500,000.00	5.25%		AG	SA/MAT 2/23/27 4 YRS callable
FHLB UZU12	1192	500,000.00	5.50%		AG	SA/Mat 3/8/28 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 GXZT4	1216	490,210.00	4.00%		AG	SA/MAT 7/14/25 3 YRS CALLABLE
FLHLMC 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
Firstier 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	2.84%		CD	M/MAT 2/14/28
Gunnison Bank and Trust	1283	260,125.23	2.00%		CD	Qtrly/Mat 1/27/25
JP Morgan UNC9	1250	218,417.50	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 JBJ0	1258	238,686.35	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
Merrick Bank KEW2	1285	237,006.63	1.75%		CD	SA/Mat 1/31/24
Morgan Stanley RRBB	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 5KL4	1333					mautred
Synchrony Bank EXB81	1208	237,908.96	2.40%		CD	SA/Mat 7/29/2025
Synovus Bank DVD91	1195	245,000.00	4.60%		cd	SA/Mat 5/28/24 16mo
Texas Exchange Bank THU7	1263	224,063.28	1.00%		CD	M/Mat 6/19/25 callable 5 yrs
Toyota Financial Savings MJS1	1264	223,248.65	0.80%		CD	SA/Mat 6/30/25 5 yrs
United Fidelity Bank GA56	1189	245,000.00	4.90%		CD	M/Mat 3/30/27
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		34,384,364.34		61.44%		
Cash per Treasurer's Ledger		55,961,805.70		100.00%		
Plus Pending Disbursements		(22,662.18)				
Total Due to All Funds		55,939,143.52				

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Vouchers and Transfers: March 2023 Cash Transfer

Action Requested: Motion

Parties to the Agreement:

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

Summary:

March 2023 Cash Transfer Report

Fiscal Impact: $5,251,764.77

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:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/13/2023

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

Agenda Date: 4/18/2023

Revised April 2015

GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
March-23

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(907,064.99)
130	95 11122	General - Payroll Account	878,643.80	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	(2,069,664.22)
002	02 11900	Road & Bridge	0.00	(216,840.85)
003	03 11900	Human Services	0.00	(35,203.36)
004	04 11900	Public Health Agency	0.00	(81,336.06)
007	07 11900	Conservation Trust	16,599.15	0.00
008	08 11900	Bond Fund	0.00	(2,000.00)
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	0.00	(221,570.38)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	320,065.26	0.00
013	13 11900	Land Preservation	70,176.15	0.00
030	30 11900	Mosquito Control	1,682.95	0.00
032	32 11900	Sage Grouse Trust	0.00	(1,742.98)
034	34 11900	Risk Management	0.00	(83.00)
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	(86,206.44)
050	50 11900	Gunnison County Sewer	0.00	(52,379.34)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(33,432.96)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(123,886.52)
125	52 11101	Solid Waste - Landfill Closure	3,781.72	0.00
126	52 11102	Solid Waste - Landfill Const	14,069.21	0.00
070	70 11900	Housing Authority	0.00	(137,292.50)
141	70 11101	Housing Authority Restricted Depo	0.00	(1,778.04)
071	71 11900	Senior Housing - Operating	0.00	(19,652.77)
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	0.00	(66,308.26)
082	82 11900	ISF-II	0.00	(72,247.95)
090	90 11900	Health Insurance Trust	11,201.26	0.00
115	90 11101	Health Insurance Claims	149,482.64	0.00
091	91 11900	Local Marketing District	31,003.14	0.00
092	92 11900	Transportation Authority	0.00	(1,123,074.15)
093	93 11900	Public Trustee Agency	14,519.36	0.00
145	95 11121	Accounts Payable Clearing	3,740,540.13	0.00
		TOTALS	**$ 5,251,764.77**	**$ (5,251,764.77)**

TRANSFER FOR JOURNAL ENTRIES:
303112, 303113, 303114, 303115, 303116, 303085, 302273, 302275, 302275, 301422, 301428, 212406, 303303, 303305, 303306, 304023, 303307, 303318, 303320, 303319, 303344, 303345, AP, GBI, 303274, PRJ,

PREPARED BY: _____ DATE: 4/10/23

AUTHORIZED BY: _____ DATE: 4/10/23

RECEIVED BY TREASURER: _____ DATE: 4-10-23

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
March-23

Balance	JE's	Description	Finance Business Date	**01** General Fund 01 11900	01 Water Resource Prot. 01 11102	01 Workforce Impact Fees 01 11103	01 Courthouse Renovation 01 11105	01 Revenue Clearing 01 11106	**02** Road & Bridge 02 11900	**03** Human Services 03 11900	**04** Public Health 04 11900
-	303112,	STND1: VEHICLE/EQUIPMENT RENT	3/31/2023	(20,035.59)						(223.74)	
-	303113,	STND2: BUDGETED INTERFUND TRANSFERS	3/31/2023	32,420.33					(14,583.33)		(5,166.67)
-	303114,	STND3: MAPPING SYSTEM CHARGES	3/31/2023	(11,534.02)					(1,675.83)	(22.08)	(22.08)
-	303115,	STND4: TELEPHONE/FAX SYSTEM CHARGES	3/31/2023	(3,964.15)					(324.17)	(637.50)	(712.50)
-	303116,	STND5: COMPUTER SYSTEM CHARGES	3/31/2023	(22,317.77)					(2,870.83)	(1,270.83)	(3,349.59)
-	303085,	WEED RENT TO AIRPORT MARCH	3/31/2023	(765.00)							
-	302273,	CASH TRANSFER FOR SHORTAGE	2/28/2023	(20,000.00)							
-	302275,	EQUIPMENT USAGE FEB	2/28/2023	(352.50)					(179,598.24)		
-	302275,	MATERIAL USAGE FEB	2/28/2023						(338.95)		
-	301422,	PCARD DIST. JAN	1/31/2023	41,527.09					(738.74)	(6,286.02)	(5,789.16)
-	301428,	CORRECT HOUSING CODING	1/31/2023								
-	212406,	RECORD FLEX ADMIN FEES	12/31/2023	(6.00)					(6.00)		
-	303303,	POSTAGE USE MAR 2023	3/31/2023	(842.44)							
-	303305,	COPIES BLACK MARCH 2023	3/31/2023	(870.52)					(1.52)	(4.08)	(30.72)
-	303306,	COPIES COLOR MARCH 23	3/31/2023	(875.71)						(3.42)	(5.22)
-	304023,	WEED RENT TO AIRPORT APRIL	4/30/2023	(765.00)							
-	303307,	PH PHOTOCOPY MARCH	3/31/2023	(31.00)							(340.12)
-	303318,	LANDFILL ALLOCATION MAR	3/31/2023								
-	303320,	RECORD RETIREMENT FOREITURES	3/31/2023	(1,261.98)							
-	303319,	RECORD PW COMP EARNED MARCH	3/31/2023						1,739.99		
-	303344,	REC MED/DEN/FLEX/Rx CHECKS MAR	3/31/2023	(6,348.36)							
-	303345,	Revenue Clearing	3/31/2023	221,962.44				(2,069,664.22)	162,744.82	132,957.64	131,302.08
-											
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-											
-	AP,	AP CLEARING MARCH	3/31/2023	(726,652.40)					(8,454.27)	(13,196.90)	(75,036.97)
-	GBI,	LANDFILL INTERFUND CHARGES	N/A								
-	303274,	NET PAYROLL TRANSFER MARCH	3/30/2023	(878,643.80)							
-	PRJ,	Payroll Journals	2/28/2023	492,291.39					(172,733.78)	(146,516.43)	(122,185.11)
-											
-		TOTALS		(907,064.99)	-	-	-	(2,069,664.22)	(216,840.85)	(35,203.36)	(81,336.06)

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
March-23

JE's	Description	Finance Business Date	**07** Conservation Trust 07 11900	**08** Bond Fund 08 11900	08 Series 2010 Bond Reserve 08 11101	08 Series 2013 Bond Reserve 08 11102	**10** Airport Operations 10 11900	10 Terminal Construction 10 11101	**12** Sales Tax 12 11900	**13** Land Preservation 13 11900	**30** Mosquito Control 30 11900	**32** Sage Grouse 32 11900	**34** Risk Management 34 11900
303112,	STND1: VEHICLE/EQUIPMENT RENT	3/31/2023					(502.25)						
303113,	STND2: BUDGETED INTERFUND TRANSFERS	3/31/2023					(4,635.00)				1,682.95		
303114,	STND3: MAPPING SYSTEM CHARGES	3/31/2023					(22.08)						
303115,	STND4: TELEPHONE/FAX SYSTEM CHARGES	3/31/2023					(308.33)						
303116,	STND5: COMPUTER SYSTEM CHARGES	3/31/2023					(1,541.67)						
303085,	WEED RENT TO AIRPORT MARCH	3/31/2023					765.00						
302273,	CASH TRANSFER FOR SHORTAGE	2/28/2023											
302275,	EQUIPMENT USAGE FEB	2/28/2023											
302275,	MATERIAL USAGE FEB	2/28/2023											
301422,	PCARD DIST. JAN	1/31/2023					(9,049.19)						(22.88)
301428,	CORRECT HOUSING CODING	1/31/2023											
212406,	RECORD FLEX ADMIN FEES	12/31/2023											
303303,	POSTAGE USE MAR 2023	3/31/2023											
303305,	COPIES BLACK MARCH 2023	3/31/2023					(24.76)						
303306,	COPIES COLOR MARCH 23	3/31/2023					(76.33)						
304023,	WEED RENT TO AIRPORT APRIL	4/30/2023					765.00						
303307,	PH PHOTOCOPY MARCH	3/31/2023											
303318,	LANDFILL ALLOCATION MAR	3/31/2023										5,087.12	
303320,	RECORD RETIREMENT FOREITURES	3/31/2023											
303319,	RECORD PW COMP EARNED MARCH	3/31/2023											
303344,	REC MED/DEN/FLEX/Rx CHECKS MAR	3/31/2023											
303345,	Revenue Clearing	3/31/2023	16,599.15				61,995.40		481,808.95	70,176.15			
AP,	AP CLEARING MARCH	3/31/2023		(2,000.00)			(190,759.23)		(161,743.69)			(6,830.10)	(60.12)
GBI,	LANDFILL INTERFUND CHARGES	N/A											
303274,	NET PAYROLL TRANSFER MARCH	3/30/2023											
PRJ,	Payroll Journals	2/28/2023					(78,176.94)						
	TOTALS		16,599.15	(2,000.00)	-	-	(221,570.38)	-	320,065.26	70,176.15	1,682.95	(1,742.98)	(83.00)

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
March-23

JE's	Description	Finance Business Date	**43** Capital Expenditures 43 11900	**50** Sewer Fund 50 11900	50 Sewer Bond Reserve 50 11101	**51** Water Fund 51 11900	51 Water Bond Reserve 51 11101	**52** Solid Waste 52 11900	52 Landfill Closure 52 11101	52 Landfill Construction 52 11102	**70** Housing Authority 70 11900	70 Hsg Auth Deposits 70 11101	**71** Senior Housing 71 11900
303112,	STND1: VEHICLE/EQUIPMENT RENT	3/31/2023		(397.12)		(576.68)		(12,618.14)					
303113,	STND2: BUDGETED INTERFUND TRANSFERS	3/31/2023		(420.00)							(866.70)		
303114,	STND3: MAPPING SYSTEM CHARGES	3/31/2023				(661.66)							
303115,	STND4: TELEPHONE/FAX SYSTEM CHARGES	3/31/2023						(37.50)					
303116,	STND5: COMPUTER SYSTEM CHARGES	3/31/2023				(166.67)		(312.50)					
303085,	WEED RENT TO AIRPORT MARCH	3/31/2023											
302273,	CASH TRANSFER FOR SHORTAGE	2/28/2023											
302275,	EQUIPMENT USAGE FEB	2/28/2023		(76.00)				(4,402.50)					
302275,	MATERIAL USAGE FEB	2/28/2023											
301422,	PCARD DIST. JAN	1/31/2023				(388.39)		(2,970.70)				(3,357.15)	
301428,	CORRECT HOUSING CODING	1/31/2023										1,579.11	(1,579.11)
212406,	RECORD FLEX ADMIN FEES	12/31/2023											
303303,	POSTAGE USE MAR 2023	3/31/2023											
303305,	COPIES BLACK MARCH 2023	3/31/2023											
303306,	COPIES COLOR MARCH 23	3/31/2023											
304023,	WEED RENT TO AIRPORT APRIL	4/30/2023											
303307,	PH PHOTOCOPY MARCH	3/31/2023											
303318,	LANDFILL ALLOCATION MAR	3/31/2023						(22,938.05)	3,781.72	14,069.21			
303320,	RECORD RETIREMENT FOREITURES	3/31/2023						1,261.98					
303319,	RECORD PW COMP EARNED MARCH	3/31/2023				(231.96)							
303344,	REC MED/DEN/FLEX/Rx CHECKS MAR	3/31/2023											
303345,	Revenue Clearing	3/31/2023						(2.42)					9,105.00
AP,	AP CLEARING MARCH	3/31/2023	(86,206.44)	(49,280.23)		(18,124.54)		(27,215.52)			(136,425.80)		(27,178.66)
GBI,	LANDFILL INTERFUND CHARGES	N/A											
303274,	NET PAYROLL TRANSFER MARCH	3/30/2023											
PRJ,	Payroll Journals	2/28/2023		(2,205.99)		(13,283.06)		(54,651.17)					
	TOTALS		(86,206.44)	(52,379.34)	-	(33,432.96)	-	(123,886.52)	3,781.72	14,069.21	(137,292.50)	(1,778.04)	(19,652.77)

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
March-23

JE's	Description	Finance Business Date	71 Senior Hsg. Deposits 71 11101	**72** Assisted Living 72 11900	**80** Internal Service I 80 11900	**82** Internal Service II 82 11900	**90** Health Insurance 90 11900	90 Health Claims Clearing 90 11101	**91** Marketing District 91 11900	**92** Transportation Authority 92 11900	**93** Public Trustee 93 11900	**95** Accounts Pay Clearing 95 11121
303112,	STND1: VEHICLE/EQUIPMENT RENT	3/31/2023			34,468.10	(114.58)						
303113,	STND2: BUDGETED INTERFUND TRANSFERS	3/31/2023				(5,305.00)			(2,083.33)	(1,043.25)		
303114,	STND3: MAPPING SYSTEM CHARGES	3/31/2023				13,937.75						
303115,	STND4: TELEPHONE/FAX SYSTEM CHARGES	3/31/2023			(37.50)	6,059.15					(37.50)	
303116,	STND5: COMPUTER SYSTEM CHARGES	3/31/2023			(166.67)	32,192.36					(195.83)	
303085,	WEED RENT TO AIRPORT MARCH	3/31/2023										
302273,	CASH TRANSFER FOR SHORTAGE	2/28/2023									20,000.00	
302275,	EQUIPMENT USAGE FEB	2/28/2023			184,429.24							
302275,	MATERIAL USAGE FEB	2/28/2023			338.95							
301422,	PCARD DIST. JAN	1/31/2023				(11,190.94)	(1,489.92)				(244.00)	
301428,	CORRECT HOUSING CODING	1/31/2023										
212406,	RECORD FLEX ADMIN FEES	12/31/2023				12.00						
303303,	POSTAGE USE MAR 2023	3/31/2023				842.44						
303305,	COPIES BLACK MARCH 2023	3/31/2023				931.60						
303306,	COPIES COLOR MARCH 23	3/31/2023				960.68						
304023,	WEED RENT TO AIRPORT APRIL	4/30/2023										
303307,	PH PHOTOCOPY MARCH	3/31/2023				371.12						
303318,	LANDFILL ALLOCATION MAR	3/31/2023										
303320,	RECORD RETIREMENT FOREITURES	3/31/2023										
303319,	RECORD PW COMP EARNED MARCH	3/31/2023			(1,508.03)							
303344,	REC MED/DEN/FLEX/Rx CHECKS MAR	3/31/2023					(143,134.28)	149,482.64				
303345,	Revenue Clearing	3/31/2023							315,586.47	465,428.54		
AP,	AP CLEARING MARCH	3/31/2023			(212,440.28)	(78,591.32)	(50,384.22)		(282,500.00)	(1,587,459.44)		3,740,540.13
GBI,	LANDFILL INTERFUND CHARGES	N/A										
303274,	NET PAYROLL TRANSFER MARCH	3/30/2023										
PRJ,	Payroll Journals	2/28/2023			(71,392.07)	(32,353.21)	206,209.68				(5,003.31)	
	TOTALS		-	-	(66,308.26)	(72,247.95)	11,201.26	149,482.64	31,003.14	(1,123,074.15)	14,519.36	3,740,540.13

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
March-23

JE's	Description	Finance Business Date	95 Payroll Clearing 95 11122
303112,	STND1: VEHICLE/EQUIPMENT RENT	3/31/2023	
303113,	STND2: BUDGETED INTERFUND TRANSFERS	3/31/2023	
303114,	STND3: MAPPING SYSTEM CHARGES	3/31/2023	
303115,	STND4: TELEPHONE/FAX SYSTEM CHARGES	3/31/2023	
303116,	STND5: COMPUTER SYSTEM CHARGES	3/31/2023	
303085,	WEED RENT TO AIRPORT MARCH	3/31/2023	
302273,	CASH TRANSFER FOR SHORTAGE	2/28/2023	
302275,	EQUIPMENT USAGE FEB	2/28/2023	
302275,	MATERIAL USAGE FEB	2/28/2023	
301422,	PCARD DIST. JAN	1/31/2023	
301428,	CORRECT HOUSING CODING	1/31/2023	
212406,	RECORD FLEX ADMIN FEES	12/31/2023	
303303,	POSTAGE USE MAR 2023	3/31/2023	
303305,	COPIES BLACK MARCH 2023	3/31/2023	
303306,	COPIES COLOR MARCH 23	3/31/2023	
304023,	WEED RENT TO AIRPORT APRIL	4/30/2023	
303307,	PH PHOTOCOPY MARCH	3/31/2023	
303318,	LANDFILL ALLOCATION MAR	3/31/2023	
303320,	RECORD RETIREMENT FOREITURES	3/31/2023	
303319,	RECORD PW COMP EARNED MARCH	3/31/2023	
303344,	REC MED/DEN/FLEX/Rx CHECKS MAR	3/31/2023	
303345,	Revenue Clearing	3/31/2023	
AP,	AP CLEARING MARCH	3/31/2023	
GBI,	LANDFILL INTERFUND CHARGES	N/A	
303274,	NET PAYROLL TRANSFER MARCH	3/30/2023	878,643.80
PRJ,	Payroll Journals	2/28/2023	
	TOTALS		878,643.80

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

February 2023 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:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/13/2023

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

Agenda Date: 4/18/2023

Revised April 2015

Gunnison County, Colorado
County Taxable Sales
For the Year Ended 12/31/23

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	17,862,988	18,321,543											36,184,531
Crested Butte	15,075,290	15,248,551											30,323,841
Mt. Crested Butte	8,468,197	10,268,039											18,736,236
Marble	131,754	67,728											199,482
Pitkin	55,308	42,949											98,257
Unincorporated	14,162,533	14,506,071											28,668,604
TOTAL TAXABLE SALES	55,756,070	58,454,881	0	0	0	0	0	0	0	0	0	0	114,210,951
Computed 1% Sales Tax	**557,560.70**	**584,548.81**											
% Incr(Decr) of 2023 over 2022	**7.68%**	**9.17%**											

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%**

	Y-T-D 2022 TOTAL	Y-T-D 2023 TOTAL	Difference	%
City of Gunnison	37,029,619	36,184,531	(845,088)	-2.28%
Crested Butte	31,674,175	30,323,841	(1,350,334)	-4.26%
Mt. Crested Butte	14,822,816	18,736,236	3,913,420	26.40%
Marble	243,700	199,482	(44,218)	-18.14%
Pitkin	73,425	98,257	24,832	33.82%
Unincorporated	21,479,963	28,668,604	7,188,641	33.47%
TOTAL TAXABLE SALES	105,323,698	114,210,951	8,887,253	8.44%
TOTAL COUNTY REVENUE	590,294	665,076	74,781	12.67%

	Y-T-D 2021 TOTAL	Y-T-D 2022 TOTAL	Difference	%
City of Gunnison	33,597,547	37,029,619	3,432,072	10.22%
Crested Butte	25,530,555	31,674,175	6,143,620	24.06%
Mt. Crested Butte	11,976,618	14,822,816	2,846,198	23.76%
Marble	244,295	243,700	(595)	-0.24%
Pitkin	134,948	73,425	(61,523)	-45.59%
Unincorporated	16,958,388	21,479,963	4,521,575	26.66%
TOTAL TAXABLE SALES	88,442,351	105,323,698	16,881,347	19.09%
TOTAL COUNTY REVENUE	491,642	590,294	98,653	20.07%

PREVIOUS YEARS FOR COMPARISON

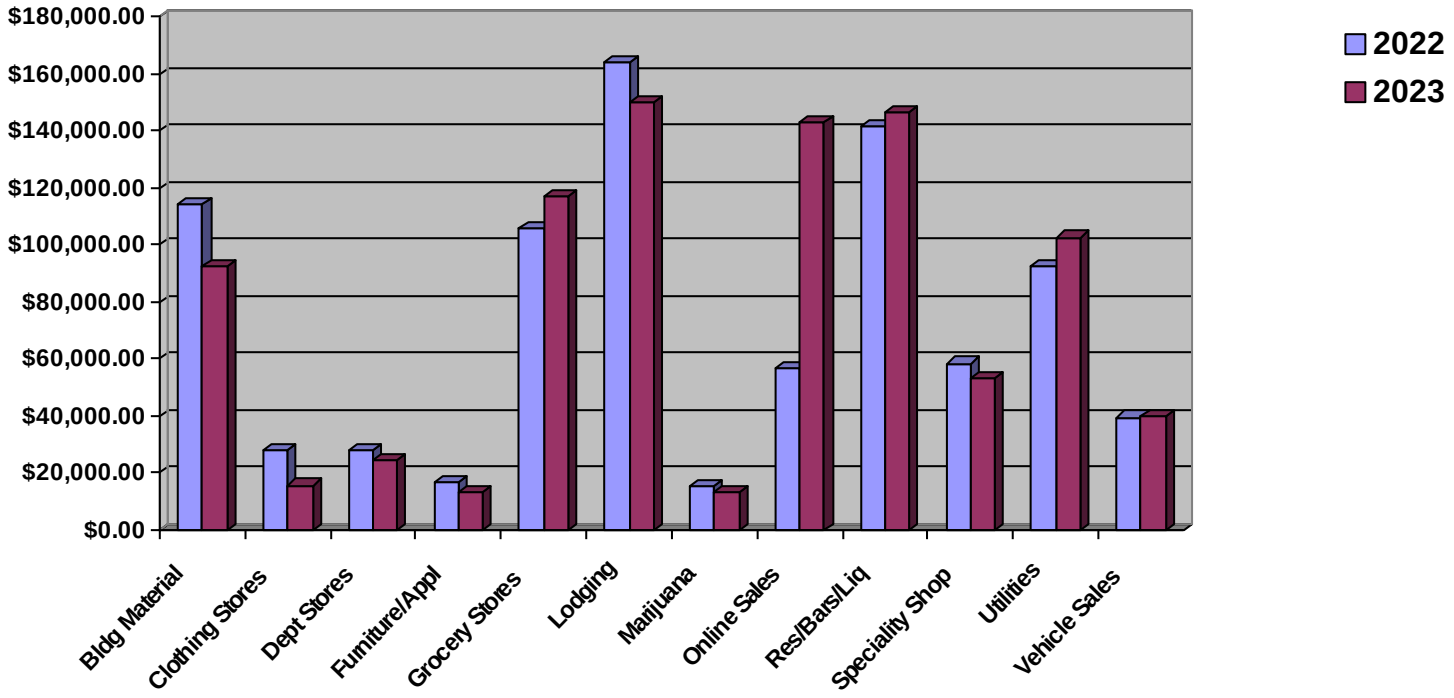
	2020 TOTAL	2021 TOTAL	Difference	%
City of Gunnison	217,223,917	255,916,781	38,692,864	17.81%
Crested Butte	129,700,628	167,915,771	38,215,143	29.46%
Mt. Crested Butte	36,716,482	51,409,373	14,692,891	40.02%
Marble	2,857,002	3,281,011	424,009	14.84%
Pitkin	1,278,152	1,709,362	431,210	33.74%
Unincorporated	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%

	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%

SALES TAX REVENUE COMPARISONS

YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Year to Date	Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted
2023	Current Month TOTAL COUNTY REVENUE	$ 324,932.02	$ 340,143.76											$ 665,075.78	$ 665,075.78	$ 3,940,000.00
	% Change over previous year (monthly)	10.94%	14.37%												12.67%	16.88%
2022	Current Month TOTAL COUNTY REVENUE	$ 292,877.63	$ 297,416.68	$ 362,082.96	$ 230,106.96	$ 269,739.85	$ 424,310.00	$ 465,675.27	$ 452,474.33	$ 406,304.46	$ 319,127.94	$ 284,705.38	$ 378,279.99	$ 4,183,101.45	$ 590,294.31	$ 3,406,600.00
	% Change over previous year (monthly)	25.29%	15.33%	24.83%	15.44%	15.78%	17.74%	13.57%	24.06%	9.13%	16.78%	13.59%	15.90%		20.07%	17.33%
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	$ 491,641.70	$ 3,406,600.00
	% Change over previous year (monthly)	10.45%	19.35%	71.68%	39.31%	36.67%	43.26%	22.38%	19.85%	14.40%	14.65%	22.07%	9.15%		14.95%	14.43%
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	$ 427,706.11	$ 2,364,672.12
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		26.91%	18.09%
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	$ 337,009.27	$ 2,110,144.44
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		9.82%	15.97%
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	$ 306,875.41	$ 1,924,050.00
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		7.13%	15.95%
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	$ 286,438.99	$ 1,838,400.00
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		-0.59%	15.58%
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	$ 288,135.86	$ 1,838,000.00
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		14.13%	15.68%
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	$ 252,473.20	$ 1,590,000.00
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		13.49%	15.88%
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	$ 222,458.17	$ 1,472,000.00
	% Change over previous year (monthly)	0.79%	4.46%	4.02%	6.01%	8.73%	5.16%	7.10%	9.55%	23.01%	-0.72%	6.56%	9.74%		2.59%	15.11%
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	$ 216,837.73	$ 1,425,560.00
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%		6.49%	15.21%
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	$ 203,619.26	$ 1,329,266.00
	% Change over previous year (monthly)	-5.63%	11.73%	-2.46%	8.75%	16.00%	21.77%	2.09%	-10.04%	0.67%	5.01%	3.11%	-7.50%		3.07%	15.32%
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	$ 197,546.38	$ 1,314,611.00

2022/2023 YTD INDUSTRY COMPARISON AS OF FEBRUARY



Feb 2023

Taxes by Industry

Amusement & Entertainment	$32,867.00
Bldg Material & Trades	$44,648.12
Clothing Stores	$8,143.71
Department Stores	$11,521.03
Furniture & Appliance Stores	$4,489.15
Gas/Convenience Stores	$7,853.80
Grocery Stores	$58,760.42
Lodging	$76,516.07
Manufacturing	$14,841.42
Marijuana	$6,626.76
Miscellaneous Services	$67,171.11
Online Sales	$69,236.01
Ranching & Agriculture	$64.94
Restaurant/Bars/Liquor Stores	$79,953.50
Specialty Shops	$26,510.08
Utilities	$56,751.41
Vehicle Sales/Parts/Services	$18,594.28
GRAND TOTAL:	$584,548.81

Taxes by Industry and Jurisdiction

February 2023

Amusement & Entertainment		
Crested Butte		11211.74
Gunnison		2968.56
Mt. Crested Butte		12024.47
Rem of Cnty		6662.23
	Grand Total By Industry:	$32,867.00
Bldg Material & Trades		
Crested Butte		15838.13
Gunnison		21709.78
Marble		7.79
Mt. Crested Butte		904.97
Ohio City		7.95
Pitkin		10.89
Rem of Cnty		4302.52
Somerset		1866.09
	Grand Total By Industry:	$44,648.12
Clothing Stores		
Crested Butte		4444.81
Gunnison		982.96
Mt. Crested Butte		2715.94
	Grand Total By Industry:	$8,143.71
Department Stores		
Gunnison		11521.03
	Grand Total By Industry:	$11,521.03
Furniture & Appliance Stores		
Crested Butte		1249.45
Gunnison		1320.16
Marble		17.37
Mt. Crested Butte		263.85
Rem of Cnty		1638.32
	Grand Total By Industry:	$4,489.15

Gas/Convenience Stores

Crested Butte	1171.46
Gunnison	5457.02
Pitkin	4.71
Rem of Cnty	566.69
Somerset	653.92
Grand Total By Industry:	$7,853.80

Grocery Stores

Crested Butte	13111.77
Gunnison	45263.96
Marble	15.82
Mt. Crested Butte	219.70
Pitkin	0.73
Rem of Cnty	147.90
Somerset	0.54
Grand Total By Industry:	$58,760.42

Lodging

Almont	1204.69
Crested Butte	13324.79
Gunnison	6484.94
Marble	74.34
Mt. Crested Butte	45186.99
Ohio City	7.11
Pitkin	76.66
Powderhorn	2.22
Rem of Cnty	10111.58
Somerset	42.75
Grand Total By Industry:	$76,516.07

Manufacturing

Crested Butte	6876.93
Gunnison	1426.50
Marble	2.75
Mt. Crested Butte	3197.46
Ohio City	186.99
Rem of Cnty	1610.97
Somerset	1539.82
Grand Total By Industry:	$14,841.42

Marijuana

Crested Butte	2982.21
Gunnison	3644.55
Grand Total By Industry:	$6,626.76

Miscellaneous Services

Almont	2.16
Crested Butte	17594.80
Gunnison	12767.29
Marble	96.22
Mt. Crested Butte	25005.94
Parlin	5.46
Pitkin	4.69
Rem of Cnty	8550.79
Somerset	3143.76
Grand Total By Industry:	$67,171.11

Online Sales

Rem of Cnty	69236.01
Grand Total By Industry:	$69,236.01

Ranching & Agriculture

Marble	17.92
Rem of Cnty	47.02
Grand Total By Industry:	$64.94

Restaurant/Bars/Liquor Stores

Crested Butte	46174.79
Gunnison	28008.84
Marble	0.83
Mt. Crested Butte	4342.09
Rem of Cnty	1328.07
Somerset	98.88
Grand Total By Industry:	$79,953.50

Specialty Shops

Crested Butte	7765.15
Gunnison	9341.72
Marble	107.46
Mt. Crested Butte	198.59
Ohio City	22.69

Pitkin		0.63
Rem of Cnty		4735.04
Somerset		4338.80
	Grand Total By Industry:	$26,510.08

Utilities

Almont		3219.70
Crested Butte		7840.72
Gunnison		20030.24
Marble		279.18
Mt. Crested Butte		8570.96
Ohio City		125.37
Parlin		0.24
Pitkin		289.23
Rem of Cnty		15871.96
Somerset		523.81
	Grand Total By Industry:	$56,751.41

Vehicle Sales/Parts/Services

Crested Butte		2898.76
Gunnison		12287.88
Marble		57.60
Mt. Crested Butte		49.43
Pitkin		41.95
Powderhorn		9.43
Rem of Cnty		2992.56
Somerset		256.67
	Grand Total By Industry:	$18,594.28

$584,548.81

COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR 2023	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	318,489.00	327,208.00												
Interest Credit	(12.00)	33.00												
Program Cost	297.21	423.69												
Current Total Distribution	$ 318,774.21	$ 327,664.69	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 646,438.90	$ 646,438.90
% Change over previous year (cumulative)	*-2.64%*	*-3.44%*												

YEAR 2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	327,256.87	341,717.00	577,721.00	87,056.10	121,610.00	339,371.96	479,361.88	358,736.24	381,448.90	193,738.00	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	$ 669,501.64
% 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%	

YEAR 2021	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
Current Total Distribution	$ 255,793.86	$ 321,802.16	$ 403,591.57	$ 95,161.04	$ 113,119.09	$ 373,494.58	$ 478,803.13	$367,144.34	$ 430,845.10	$ 170,090.37	$ 144,541.99	$ 335,612.28	$ 3,489,999.51	$ 577,596.02
% Change over previous year (cumulative)	*32.88%*	*40.50%*	*64.94%*	*60.58%*	*70.92%*	*78.01%*	*65.77%*	*56.82%*	*49.45%*	*46.60%*	*46.37%*	*43.19%*	43.19%	

YEAR 2020	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
Current Total Distribution	$ 192,500.17	$ 218,603.53	$ 183,757.74	$ 75,416.30	$ 25,651.18	$ 182,097.76	$ 353,688.55	$304,421.93	$ 364,005.62	$ 152,900.68	$ 102,034.07	$ 282,197.01	$ 2,437,274.54	$ 411,103.70
% Change over previous year (cumulative)	*5.75%*	*14.23%*	*4.43%*	*-0.06%*	*-6.11%*	*-7.23%*	*-1.96%*	*1.44%*	*6.08%*	*8.70%*	*9.33%*	*11.38%*	11.38%	

2019	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
Current Total Distribution	$ 182,039.77	$ 177,839.06	$ 209,741.18	$ 101,064.11	$ 70,528.24	$ 205,251.69	$ 309,873.15	$258,026.69	$ 276,903.79	$ 97,483.25	$ 82,406.90	$ 217,147.56	$ 2,188,305.39	$ 359,878.83
% Change over previous year (cumulative)	*20.51%*	*18.14%*	*7.37%*	*14.17%*	*10.98%*	*1.14%*	*0.56%*	*1.54%*	*0.29%*	*0.63%*	*1.63%*	*2.63%*	2.63%	

2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
Current Total Distribution	$ 151,063.95	$ 153,562.48	$ 225,891.35	$ 56,935.50	$ 80,398.66	$ 267,971.63	$ 313,473.14	$242,085.43	$ 294,660.46	$ 90,869.56	$ 62,626.33	$ 192,678.64	$ 2,132,217.13	$ 304,626.43
% Change over previous year (cumulative)	*15.06%*	*8.18%*	*12.14%*	*-1.92%*	*1.85%*	*14.14%*	*14.88%*	*13.40%*	*14.18%*	*11.43%*	*12.48%*	*11.68%*	11.68%	

2017	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
Current Total Distribution	$ 131,290.57	$ 150,312.93	$ 191,482.05	$ 125,862.00	$ 56,778.43	$ 164,148.89	$ 267,632.86	$227,618.97	$ 249,060.13	$ 120,135.29	$ 40,050.89	$ 184,856.73	$ 1,909,229.74	$ 281,603.50
% Change over previous year (cumulative)	*-14.99%*	*-11.93%*	*-2.37%*	*1.95%*	*3.02%*	*6.33%*	*4.67%*	*6.62%*	*7.27%*	*10.32%*	*9.96%*	*10.28%*	10.28%	

2016	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	$ 154,435.98	$ 165,326.89	$ 164,787.97	$ 102,949.89	$ 49,027.50	$ 134,527.61	$ 267,932.26	$194,452.87	$ 224,682.64	$ 68,701.47	$ 41,424.49	$ 163,080.47	$ 1,731,330.04	$ 319,762.87
% Change over previous year (cumulative)	*48.61%*	*40.79%*	*10.92%*	*24.08%*	*22.90%*	*18.62%*	*17.77%*	*13.06%*	*12.09%*	*11.70%*	*11.88%*	*14.85%*	14.85%	

2015	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	103,887.62	123,026.98	209,636.18	36,499.60	44,147.00	133,997.56	231,925.85	208,642.67	209,796.56	65,936.00	34,600.13	105,526.52		
Interest Credit	20.00	167.00	17.00	69.00	258.00	77.00	193.84	(2.00)	17.90	29.00	156.68	265.31		
Program Cost	11.58	-	84.66	52.12	57.69	(1,998.18)	53.61	99.39	93.77	65.97	45.03	13.03		
Current Total Distribution	$ 103,919.20	$ 123,193.98	$ 209,737.84	$ 36,620.72	$ 44,462.69	$ 132,076.38	$ 232,173.30	$208,740.06	$ 209,908.23	$ 66,030.97	$ 34,801.84	$ 105,804.86	$ 1,507,470.07	$ 227,113.18
% Change over previous year (cumulative)	*452.10%*	*608.71%*	*31.93%*	*39.95%*	*48.15%*	*17.49%*	*18.74%*	*20.42%*	*13.00%*	*13.44%*	*13.37%*	*8.87%*	8.87%	

2014	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	18,792.00	13,080.60	299,068.76	7,142.00	11,227.36	205,225.14	189,618.00	163,004.00	245,097.00	53,500.77	31,347.96	148,224.44		
Interest Credit	7.00	105.00	-	29.00	15.00	53.00	57.00	15.00	74.08	41.92	112.44	32.00		
Program Cost	23.43	38.18	3.75	26.39	54.58	(1,640.70)	-	-	78.29	136.22	59.23	41.57		
Current Total Distribution	$ 18,822.43	$ 13,223.78	$ 299,072.51	$ 7,197.39	$ 11,296.94	$ 203,637.44	$ 189,675.00	$163,019.00	$ 245,249.37	$ 53,678.91	$ 31,519.63	$ 148,298.01	$ 1,384,690.41	$ 32,046.21
% Change over previous year (cumulative)	*-0.02%*	*47.41%*	*8.74%*	*3.28%*	*6.57%*	*17.43%*	*48.17%*	*78.33%*	*20.71%*	*22.48%*	*25.45%*	*22.07%*	22.07%	

2013	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	17,797.00	2,867.00	282,694.00	22,960.06	444.44	144,450.39	30,240.40	6,574.45	445,564.73	29,978.12	1,731.00	148,722.92		
Interest Credit	1,003.00	10.00	54.00	76.77	0.85	145.16	7.00	1.00	60.00	48.00	2.00	-		
Program Cost	26.17	36.03	4.41	32.95	60.91	(1,531.60)	31.01	37.97	10.38	68.74	85.05	6.87		
Current Total Distribution	$ 18,826.17	$ 2,913.03	$ 282,752.41	$ 23,069.78	$ 506.20	$ 143,063.95	$ 30,278.41	$ 6,613.42	$ 445,635.11	$ 30,094.86	$ 1,818.05	$ 148,729.79	$ 1,134,301.18	$ 21,739.20
% Change over previous year (cumulative)	*-14.52%*	*-16.80%*	*14.02%*	*9.81%*	*5.99%*	*8.67%*	*6.42%*	*7.09%*	*6.98%*	*4.82%*	*4.27%*	*3.60%*	3.60%	

2012	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	21,800.00	3,937.80	240,894.00	31,236.91	10,986.00	125,479.23	37,160.27	2,935.00	416,480.80	46,892.73	6,153.00	149,692.99		
Interest Credit	191.04	102.51	5.00	0.05	137.00	5.00	404.00	296.00	492.00	89.35	456.00	3.00		
Program Cost	33.14	64.89	17.14	27.61	89.58	(1,444.94)	33.43	(6.09)	76.83	96.51	96.78	10.30		
Current Total Distribution	$ 22,024.18	$ 4,105.20	$ 240,916.14	$ 31,264.57	$ 11,212.58	$ 124,039.29	$ 37,597.70	$ 3,224.91	$ 417,049.63	$ 47,078.59	$ 6,705.78	$ 149,706.29	$ 1,094,924.86	$ 26,129.38

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Review of Real Property Purchase; 25476 State Hig

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

For your review: 1) Agreement to Amend/Extend Contract; 2) CM Signed contract to Buy/Sell real Estate Land; 3) Resolution Authorizing the CM to Purchase, and; 4) 2nd agreement to amend/extend contract

Fiscal Impact: 132,000

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 4/14/2023

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

Comments:
Legally sufficient. SO 4/14/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 4/14/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 4/14/2023

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

Agenda Date: 4/18/2023

Revised April 2015

BERKSHIRE HATHAWAY HomeServices Today Realty & Associates

Berkshire Hathaway HomeServices Today Realty and Associates
Teresa A. Anderson Broker Associate, Realtor
Ph: 970 209-9105

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: *2/3/2023*

1. This agreement amends the contract dated *1/6/2023* (Contract) between *Dennis Rozman* (Seller) and *Board of County Commissioners, of the County of Gunnison, Colorado* (Buyer) relating to the sale and purchase of the following legally described real estate in the County of *Gunnison*, Colorado (insert legal description):

3.466 ACRES IN SECTION 12, TOWNSHIP 14S, RANGE 86W
Parcel to be purchased: 17960 SF = 0.4 acres to be subdivided from the current parcel, subject to a new survey and legal description,
known as: *25476 State Highway 135, Crested Butte, CO 81224* (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	*no change*			
2	§ 4	Alternative Earnest Money Deadline	*no change*			
		Title				
3	§ 8	Record Title Deadline (and Tax Certificate)	*no change*			
4	§ 8	Record Title Objection Deadline	*2/17/2023*	Friday		
5	§ 8	Off-Record Title Deadline	*no change*			
6	§ 8	Off-Record Title Objection Deadline	*2/17/2023*	Friday		
7	§ 8	Title Resolution Deadline	*2/24/2023*	Friday		
8	§ 8	Third Party Right to Purchase/Approve Deadline	*no change*			
		Owners' Association				
9	§ 7	Association Documents Deadline	*no change*			
10	§ 7	Association Documents Termination Deadline	*no change*			
		Seller's Disclosures				
11	§ 10	Seller's Property Disclosure Deadline	*no change*			
12	§ 10	Lead-Based Paint Disclosure Deadline	*no change*			
		Loan and Credit				
13	§ 5	New Loan Application Deadline	*no change*			
14	§ 5	New Loan Terms Deadline	*no change*			
15	§ 5	New Loan Availability Deadline	*no change*			
16	§ 5	Buyer's Credit Information Deadline	*no change*			

Seller(s) Initials: MB

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17	§ 5	Disapproval of Buyer's Credit Information Deadline	***no change***			
18	§ 5	Existing Loan Deadline	***no change***			
19	§ 5	Existing Loan Termination Deadline	***no change***			
20	§ 5	Loan Transfer Approval Deadline	***no change***			
21	§ 4	Seller or Private Financing Deadline	***no change***			
		Appraisal				
22	§ 6	Appraisal Deadline	***no change***			
23	§ 6	Appraisal Objection Deadline	***no change***			
24	§ 6	Appraisal Resolution Deadline	***no change***			
		Survey				
25	§ 9	New ILC or New Survey Deadline	***2/24/2023***	Friday		
26	§ 9	New ILC or New Survey Objection Deadline	***3/3/2023***	Friday		
27	§ 9	New ILC or New Survey Resolution Deadline	***3/10/2023***	Friday		
		Inspection and Due Diligence				
28	§ 2	Water Rights Examination Deadline	***no change***			
29	§ 8	Mineral Rights Examination Deadline	***no change***			
30	§ 10	Inspection Termination Deadline	***no change***			
31	§ 10	Inspection Objection Deadline	***no change***			
32	§ 10	Inspection Resolution Deadline	***no change***			
33	§ 10	Property Insurance Termination Deadline	***no change***			
34	§ 10	Due Diligence Documents Delivery Deadline	***no change***			
35	§ 10	Due Diligence Documents Objection Deadline	***no change***			
36	§ 10	Due Diligence Documents Resolution Deadline	***no change***			
37	§ 10	Environmental Inspection Objection Deadline (CBS2, 3, 4)				
38	§ 10	ADA Evaluation Termination Deadline (CBS2, 3, 4)	***no change***			
39	§ 10	Conditional Sale Deadline	***no change***			
40	§ 10	Lead-Based Paint Termination Deadline	***no change***			
41	§ 11	Estoppel Statements Deadline (CBS2, 3, 4)	***no change***			
42	§ 11	Estoppel Statements Termination Deadline (CBS2, 3, 4)	***no change***			
		Closing and Possession				
43	§ 12	**Closing Date**	***3/24/2023***	Friday		
44	§ 17	Possession Date	***3/24/2023***	Friday		
45	§ 17	Possession Time	***no change***			
46	***n/a***	***n/a***	***no change***			
47	***n/a***	***n/a***	***no change***			

3. Other dates or deadlines set forth in the Contract are changed as follows:

n/a

4. Additional amendments:

n/a

All other terms and conditions of the Contract remain the same.

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 ***2-9-2023 9:00 PM MT***.
Date Time

Dennis Rozman Date: 2-8-23

Seller: ***Dennis Rozman***

Seller(s) Initials: MB

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Seller: _____ Date: _____

Address:

Matthew Birnie, County Manager
_____ Date: 2/8/2023

Buyer: ***Board of County Commissioners, of the County of Gunnison, Colorado***
By: Matthew Birnie, County Manager

Buyer: _____ Date: _____

Address:

_____

AE41-6-21. AGREEMENT TO AMEND/EXTEND CONTRACT

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Seller(s) Initials: MB

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BERKSHIRE HATHAWAY HomeServices Today Realty & Associates

Berkshire Hathaway HomeServices Today Realty and Associates
Teresa A. Anderson
Broker Associate, Realtor
Ph: 970 209-9105

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: ***1/6/2023***

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. ***Board of County Commissioners, of the County of Gunnison, Colorado*** (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other** .

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

2.3. Seller. ***Dennis Rozman*** (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):

3.466 ACRES IN SECTION 12, TOWNSHIP 14S, RANGE 86W
Parcel to be purchased: 17960 SF = 0.4 acres to be subdivided from the current parcel, subject to a new survey and legal description,
known as: ***25476 State Highway 135, Crested Butte, CO 81224***
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

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

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

n/a

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

n/a

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

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

n/a

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

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

n/a

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

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

n/a

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

n/a

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

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

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

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

n/a

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	***n/a***
2	§ 4	Alternative Earnest Money Deadline	***1/12/2023*** Thursday
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	***1/31/2023*** Tuesday
4	§ 8	Record Title Objection Deadline	***2/10/2023*** Friday
5	§ 8	Off-Record Title Deadline	***1/31/2023*** Tuesday
6	§ 8	Off-Record Title Objection Deadline	***2/10/2023*** Friday
7	§ 8	Title Resolution Deadline	***2/17/2023*** Friday
8	§ 8	Third Party Right to Purchase/Approve Deadline	***n/a***
		Owners' Association	
9	§ 7	Association Documents Deadline	***n/a***
10	§ 7	Association Documents Termination Deadline	***n/a***
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	***n/a***
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	***n/a***
		Loan and Credit	
13	§ 5	New Loan Application Deadline	***n/a***
14	§ 5	New Loan Terms Deadline	***n/a***

15	§ 5	New Loan Availability Deadline	***n/a***	
16	§ 5	Buyer's Credit Information Deadline	***n/a***	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	***n/a***	
18	§ 5	Existing Loan Deadline	***n/a***	
19	§ 5	Existing Loan Termination Deadline	***n/a***	
20	§ 5	Loan Transfer Approval Deadline	***n/a***	
21	§ 4	Seller or Private Financing Deadline	***n/a***	
		Appraisal		
22	§ 6	Appraisal Deadline	***n/a***	
23	§ 6	Appraisal Objection Deadline	***n/a***	
24	§ 6	Appraisal Resolution Deadline	***n/a***	
		Survey		
25	§ 9	New ILC or New Survey Deadline	***2/3/2023***	Friday
26	§ 9	New ILC or New Survey Objection Deadline	***2/10/2023***	Friday
27	§ 9	New ILC or New Survey Resolution Deadline	***2/17/2023***	Friday
		Inspection and Due diligence		
28	§ 2	Water Rights Examination Deadline	***n/a***	
29	§ 8	Mineral Rights Examination Deadline	***n/a***	
30	§ 10	Inspection Termination Deadline	***1/31/2023***	Tuesday
31	§ 10	Inspection Objection Deadline	***1/31/2023***	Tuesday
32	§ 10	Inspection Resolution Deadline	***2/16/2023***	Thursday
33	§ 10	Property Insurance Termination Deadline	***n/a***	
34	§ 10	Due Diligence Documents Delivery Deadline	***1/10/2023***	Tuesday
35	§ 10	Due Diligence Documents Objection Deadline	***1/24/2023***	Tuesday
36	§ 10	Due Diligence Documents Resolution Deadline	***1/31/2023***	Tuesday
37	§ 10	Environmental Inspection Termination Deadline	***n/a***	
38	§ 10	ADA Evaluation Termination Deadline	***n/a***	

39	§ 10	Conditional Sale Deadline	***n/a***
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	***n/a***
41	§ 11	Estoppel Statements Deadline	***n/a***
42	§ 11	Estoppel Statements Termination Deadline	***n/a***
		Closing and Possession	
43	§ 12	Closing Date	***2/22/2023*** Wednesday
44	§ 17	Possession Date	***2/22/2023*** Wednesday
45	§ 17	Possession Time	***Upon Closing, Funding and Delivery of Deed***
46	§ 27	**Acceptance Deadline Date**	***1/9/2023*** Monday
47	§ 27	**Acceptance Deadline Time**	***5:00 PM MT***
48	***n/a***	***n/a***	***n/a***
49	***n/a***	***n/a***	***n/a***

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

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

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

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

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

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

4. PURCHASE PRICE AND TERMS.

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

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	$ ***132,000.00***	
2	§ 4.3.	Earnest Money		$ ***10,000.00***
3	§ 4.5.	New Loan		$
4	§ 4.6.	Assumption Balance		$
5	§ 4.7.	Private Financing		$
6	§ 4.7.	Seller Financing		$
7	***n/a***	***n/a***		$
8	***n/a***	***n/a***		$
9	§ 4.4.	Cash at Closing		$ ***122,000.00***
10		**Total**	$ ***132,000.00***	$ ***132,000.00***

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

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a ***good funds***, will be payable to and held by ***Land Title Guarantee Company CB*** (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

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

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

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

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

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

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

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

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

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

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

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

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

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

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

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

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective

discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

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

8.1. Evidence of Record Title.

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

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

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

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

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

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

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the

documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

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

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

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

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF

SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

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

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

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

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record

Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

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

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

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

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

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

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

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

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

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC);** or, (2) ☒ **New Survey** in the form of ***n/a***; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ **Seller** ☒ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form,

certified and updated as of a date after the date of this Contract.

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

n/a

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and ***Broker, Teresa Anderson*** will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

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

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

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

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

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

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

DISCLOSURE, INSPECTION AND DUE DILIGENCE

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

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

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an

adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults.**"

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

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

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

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

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

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

10.6. Due Diligence.

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

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

n/a

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

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

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

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

☐ **10.6.1.4.2.** Property tax bills for the last ***n/a*** years;

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

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

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

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

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

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

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

☐ **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or

underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☐ **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☐ **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☒ **10.6.1.4.13.** Other:

Any documents if in Seller`s possession, to include, but not limited to, surveys, soils reports, licenses or permits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

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

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

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

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

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

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

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

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

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

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

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

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

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

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

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

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

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

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

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

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** ***n/a***.

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

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

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

15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at

Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed $***n/a*** for:

☐ Water Stock/Certificates ☐ Water District

☐ Augmentation Membership ☐ Small Domestic Water Company ☐ ***n/a***

and must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on

☒ **Taxes for the Calendar Year Immediately Preceding Closing**

☐ **Most Recent Mill Levy and Most Recent Assessed Valuation,** ☐ **Other**

n/a

16.1.2. Rents. Rents based on ☐ **Rents Actually Received** ☐ **Accrued.** At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and ***n/a***

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular

Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller.** Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and
n/a
Association Assessments are subject to change as provided in the Governing Documents.

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

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

General Provisions

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

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

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or

plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

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

18.5. Home Warranty. [Intentionally Deleted]

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

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

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

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money

is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

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

20.2. If Seller is in Default:

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

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

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

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

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In

the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

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

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

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

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after

Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or ***CTMeContracts***.

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

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

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations**; **Title Insurance, Record Title and Off-Record Title**; **New ILC, New Survey**; and **Property Disclosure, Inspection, Indemnity, Insurability Due Diligence and Source of Water**.

ADDITIONAL PROVISIONS AND ATTACHMENTS

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

1. Re: Paragraph 3.4. Property. Buyers shall purchase 0.4 acre section of the property subject to a new survey and new legal description. The area to be purchased is 17960 SF = 0.4 acres per Mead and Hunt drawing, plotted 8-1-2022. Drawing attached.

2. Seller shall convey a 50 foot construction easement just outside the boundaries as shown on the attachment known as the Proposed Brush Creek Roundabout by Mead & Hunt plotted 8-1-2022 during construction only. After construction is completed this easement shall expire and no longer valid.

30. OTHER DOCUMENTS.

30.1. Documents Part of Contract. The following documents **are a part** of this Contract:

Drawing known as Proposed Brush Creek Roundabout by Mead & Hunt plotted 8-1-2022.

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

Signatures

MB

Matthew Birnie, County Manager Date: *1/6/2023*

Buyer: ***Board of County Commissioners, of the County of Gunnison, Colorado***
By: Matthew Birnie, County Manager

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

Initials

SELLER'S SIGNATURE

DRR

1-9-23

Seller: ***Dennis Rozman***

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

Broker is working with Buyer as a ☒ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☒ **Listing Brokerage Firm** ☐ **Buyer** ☐ **Other** .

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

Brokerage Firm's Name: ***Berkshire Hathaway HomeServices Today Realty and Associates***

Brokerage Firm's License #: ***EC 100037879***

Teresa A. Anderson Date: ***1/6/2023***

Broker's Name: ***Teresa A. Anderson***

Broker's License #: ***IA40033841***

Address: ***137 W. Tomichi Ave, Suite A Gunnison, CO 81230***

Ph:***970 209-9105*** Fax: Email Address: ***teresaanderson@pcrs.net; jalain@live.com***

B. Broker Working with Seller

Broker ◯ **Does** ◉ **Does Not** ◯ (Clr) 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

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

Broker is working with Seller as a ◯ **Seller's Agent** ◯ **Transaction-Broker** ◯ (Clr) in this transaction.

☑ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ◯ **Seller** ◉ **Buyer** ◯ **Other** _____. ◯ (Clr)

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

Brokerage Firm's Name: ***Berkshire Hathaway HomeServices Today Realty and A***

Brokerage Firm's License #: EC 100037879

Broker:

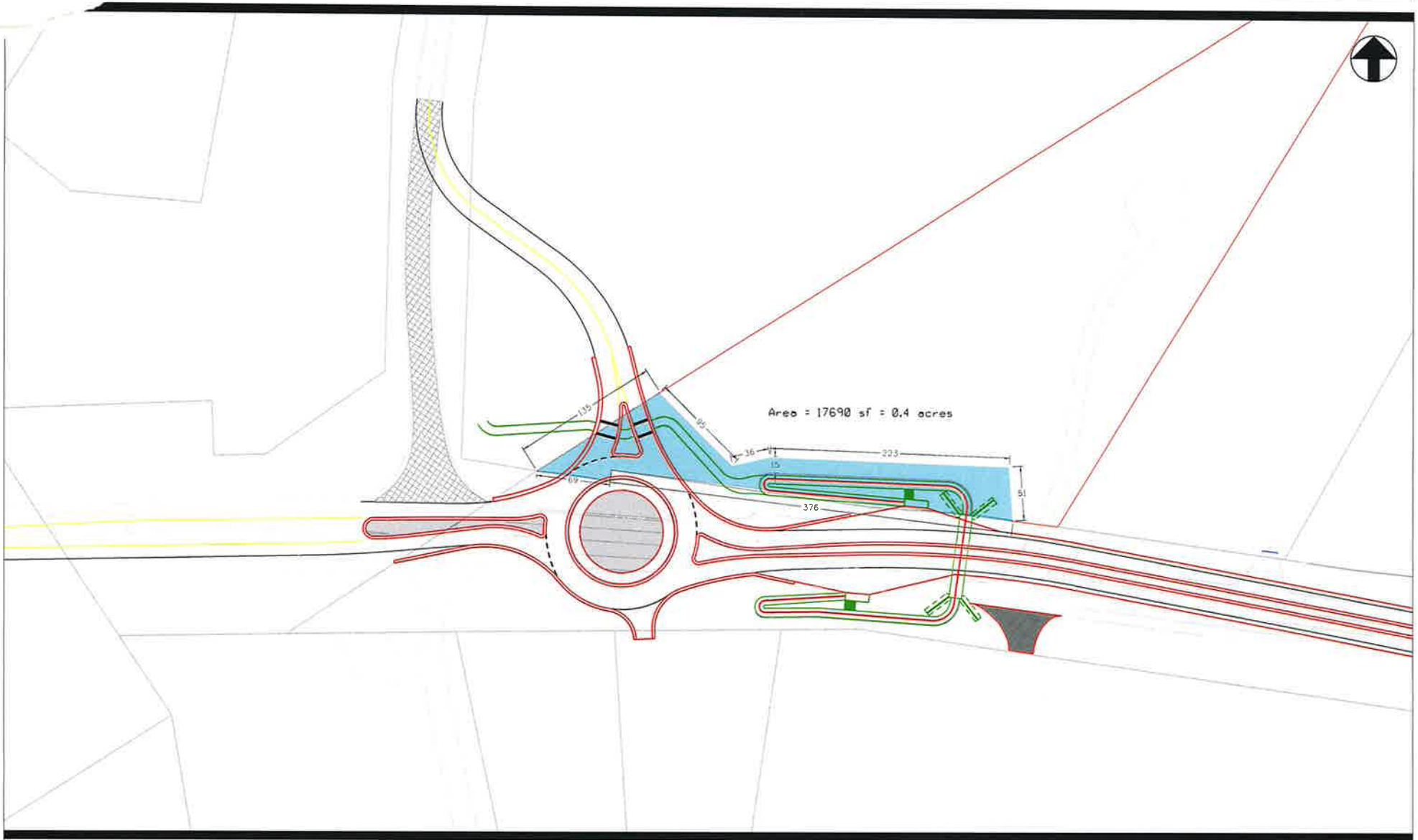
Teresa A. Anderson Date: ***1/6/2023***

Broker's License #: IA40033841

Address: ***137 W. Tomichi Ave, Suite A Gunnison, CO 81230***

Ph: ***970 209-9105*** Fax: Email Address: ***teresaanderson@pcrs.net; jalain@live.com***

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Mead & Hunt

Brush Creek Proposed Roundabout

OPERATOR:2152krd PLOTTED: 8/1/2022
FILE NAME:FILE

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 23- _____

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO PURCHASE 25476 STATE HIGHWAY 135 IN CRESTED BUTTE, COLORADO

WHEREAS, the County desires to purchase certain property commonly known as 25476 State Highway 135, Crested Butte, Colorado; 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 for the purchase of real property.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The County Manager is authorized to execute and deliver all instruments necessary for the purchase of 25476 State Highway 135, Crested Butte Colorado.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Elizabeth Smith, Vice Chairperson

By _____
Laura Puckett Daniels, Commissioner

ATTEST:

_____
Deputy County Clerk

BERKSHIRE HATHAWAY HomeServices Today Realty & Associates

Berkshire Hathaway HomeServices Today Realty and Associates
Teresa A. Anderson Broker Associate, Realtor
Ph: 970 209-9105

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: ***3/21/2023***

1. This agreement amends the contract dated ***1/6/2023*** (Contract) between ***Dennis Rozman*** (Seller) and ***Board of County Commissioners, of the County of Gunnison, Colorado*** (Buyer) relating to the sale and purchase of the following legally described real estate in the County of ***Gunnison***, Colorado (insert legal description):

3.466 ACRES IN SECTION 12, TOWNSHIP 14S, RANGE 86W
Parcel to be purchased: 17960 SF = 0.4 acres to be subdivided from the current parcel, subject to a new survey and legal description,
known as: ***25476 State Highway 135, Crested Butte, CO 81224*** (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	***no change***			
2	§ 4	Alternative Earnest Money Deadline	***no change***			
		Title				
3	§ 8	Record Title Deadline (and Tax Certificate)	***no change***			
4	§ 8	Record Title Objection Deadline	***3/31/2023***	Friday		
5	§ 8	Off-Record Title Deadline	***no change***			
6	§ 8	Off-Record Title Objection Deadline	***no change***			
7	§ 8	Title Resolution Deadline	***4/25/2023***	Tuesday		
8	§ 8	Third Party Right to Purchase/Approve Deadline	***no change***			
		Owners' Association				
9	§ 7	Association Documents Deadline	***no change***			
10	§ 7	Association Documents Termination Deadline	***no change***			
		Seller's Disclosures				
11	§ 10	Seller's Property Disclosure Deadline	***no change***			
12	§ 10	Lead-Based Paint Disclosure Deadline	***no change***			
		Loan and Credit				
13	§ 5	New Loan Application Deadline	***no change***			
14	§ 5	New Loan Terms Deadline	***no change***			
15	§ 5	New Loan Availability Deadline	***no change***			
16	§ 5	Buyer's Credit Information Deadline	***no change***			
17	§ 5	Disapproval of Buyer's Credit Information Deadline	***no change***			
18	§ 5	Existing Loan Deadline	***no change***			
19	§ 5	Existing Loan Termination Deadline	***no change***			
20	§ 5	Loan Transfer Approval Deadline	***no change***			
21	§ 4	Seller or Private Financing Deadline	***no change***			
		Appraisal				
22	§ 6	Appraisal Deadline	***no change***			

23	§ 6	Appraisal Objection Deadline	***no change***			
24	§ 6	Appraisal Resolution Deadline	***no change***			
		Survey				
25	§ 9	New ILC or New Survey Deadline	***no change***			
26	§ 9	New ILC or New Survey Objection Deadline	***no change***			
27	§ 9	New ILC or New Survey Resolution Deadline	***no change***			
		Inspection and Due Diligence				
28	§ 2	Water Rights Examination Deadline	***no change***			
29	§ 8	Mineral Rights Examination Deadline	***no change***			
30	§ 10	Inspection Termination Deadline	***no change***			
31	§ 10	Inspection Objection Deadline	***no change***			
32	§ 10	Inspection Resolution Deadline	***no change***			
33	§ 10	Property Insurance Termination Deadline	***no change***			
34	§ 10	Due Diligence Documents Delivery Deadline	***no change***			
35	§ 10	Due Diligence Documents Objection Deadline	***no change***			
36	§ 10	Due Diligence Documents Resolution Deadline	***no change***			
37	§ 10	Environmental Inspection Objection Deadline (CBS2, 3, 4)				
38	§ 10	ADA Evaluation Termination Deadline (CBS2, 3, 4)	***no change***			
39	§ 10	Conditional Sale Deadline	***no change***			
40	§ 10	Lead-Based Paint Termination Deadline	***no change***			
41	§ 11	Estoppel Statements Deadline (CBS2, 3, 4)	***no change***			
42	§ 11	Estoppel Statements Termination Deadline (CBS2, 3, 4)	***no change***			
		Closing and Possession				
43	§ 12	**Closing Date**	***4/28/2023***	Friday		
44	§ 17	Possession Date	***4/28/2023***	Friday		
45	§ 17	Possession Time	***at Closing, DoD and Funding***			
46	***n/a***	***n/a***	***no change***			
47	***n/a***	***n/a***	***no change***			

3. Other dates or deadlines set forth in the Contract are changed as follows:

n/a

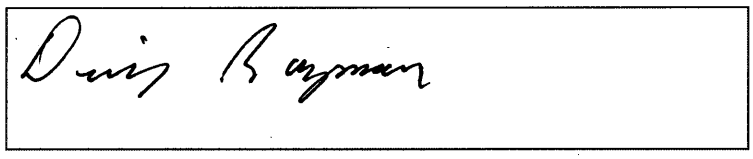
4. Additional amendments:

All other terms and conditions of the Contract remain the same.

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 ***3-31-23 5:00 MDT*** .

Date Time

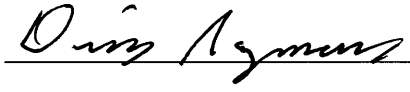
Initials



SELLER'S SIGNATURE

DRR

Seller: ***Dennis Rozman***

Seller:  Date: 3-27-23

Address:

MB

Matthew Birnie, County Manager Date: 3/21/2023

Buyer: ***Board of County Commissioners, of the County of Gunnison, Colorado***
By: Matthew Birnie, County Manager

Buyer: _____ Date: _____

Address:

AE41-6-21. AGREEMENT TO AMEND/EXTEND CONTRACT

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Subdivision Exemption Request; for County purchase

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

County request for subdivision exemption for purchase of portion of parcel.

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
The language of the motion should include the following:
"Motion to approve the subdivision exemption LUC-23-, is contingent upon approval or payoff of the relevant lien holder."
Legally sufficient. SO 4/14/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 3/1/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/12/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 4/18/2023

Revised April 2015

Gunnison County, CO
200 E Virginia Ave., Gunnison, CO 81230
Phone: (970) 641-7600
Website: www.gunnisoncounty.org

From: Cathie Pagano, Assistant County Manager for Community and Economic Development
To: BOCC
Date: February 28, 2023
Re: Subdivision Exemption Request

Gunnison County has submitted an application for a subdivision exemption to purchase a 0.4 acres of a parcel legally described as 3.466 acres in Section 12, Township 14 South, Range 86 West and at 25476 Highway 135. The parcel is owned by Dennis Rozman. The County is under contract to purchase this parcel to support the necessary improvements at the Brush Creek Road and Highway 135 intersection.

Gunnison County *Land Use Resolution* Section 5-104: O. *Application Form for Subdivision Exemptions* describes a process for consideration of a subdivision exemption. Subdivision exemptions are classified as Administrative Review projects for which the Board of County Commissioners make a decision.

Section 5-103: Standards for Approval of Administrative Review Projects describes the standards for approval:

1. COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution.
2. COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area.

Staff recommends that the Board approve the subdivision exemption and finds that the application complies with all applicable standards and is compatible with community character and supports improved public health and safety by enabling the development of an improved and safer intersection at Brush Creek Road and Highway 135.

Please feel free to contact me with any questions or concerns. Thanks.

ATTORNEY'S OPINION

I, Jacob A. With, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in Dennis Rozman and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

1. Real property taxes for the current and future years, a lien not yet due and payable.
2. All matters shown on this plat.
3. Inclusion of the property within any special taxing district.
4. Right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded July 13, 1919, in Book 184 at page 167.
5. 20 foot easement as set forth and granted to the Department of Highways recorded October 1, 1952 in Book 291 at page 106.
6. Right of way deed granted to the county of Gunnison recorded August 5, 1952 in Book 291 at page 54.
7. Easement granted to Gunnison County Electric Association, Inc. for utilities, and incidental purposes, by instrument recorded July 28, 1999, under Reception No. 494905.
8. Easement granted to Gunnison County Electric Association, Inc. for utilities, and incidental purposes, by instrument recorded August 19, 1999 under Reception No. 495528.
9. Easement granted to the Gunnison County Electric Association, Inc. for utilities, and incidental purposes, by instrument recorded March 17, 2005, under Reception No. 551815.
10. The effect of augmentation certificate recorded September 1, 2005 under Reception No. 557657.
11. Any tax, lien or fee resulting from inclusion in Gunnison County Metropolitan Recreation District as evidenced by instrument recorded December 7, 2021 under Reception No. 681553.

Signed this ___ day of _____, 2023.

By: _____
Jacob A. With, Atty. Reg. #: 40546

Rozman Subdivision Exemption Plat

Situated within the North Half of the Southeast Quarter of Section 12, Township 14 South, Range 86 West of the 6th Principal Meridian

Gunnison County, Colorado

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That Dennis Rozman, being the owner of the parcel of land described in the Quit Claim Deeds recorded on March 16th, 1990 in Book 676 at Page 420 and Book 676 at Page 411, more particularly described as follows:

A TRACT OF LAND SITUATE IN THE N 1/2 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 86 WEST OF THE 6TH P.M., TO WIT: BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 12; THENCE N89°11'18" W 1226.92 FEET ALONG THE NORTH LINE OF THE SE 1/4 OF SAID SECTION 12 TO THE TRUE POINT OF BEGINNING; THENCE N89°11'18"W ALONG SAID NORTH LINE OF THE SE 1/4 OF SECTION 12 1007.43 FEET TO A POINT ON THE EAST ROW OF HWY. 135; THENCE 61.57 FEET SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING DELTA OF 1°47'59" AND A RADIUS OF 1960 FEET; THE LONG CHORD OF WHICH BEARS SOUTH 48°36'51" EAST 61.50 FEET; THENCE N42°14'00"E 10.0 FEET ALONG THE EAST ROW OF HWY. 135; THENCE S47°46'00" E 309.9 FEET ALONG SAID ROW; THENCE S42°03'30"E 100.5 FEET ALONG SAID ROW; THENCE N65°20'36"E 723.67 FEET TO THE TRUE POINT OF BEGINNING.

COUNTY OF GUNNISON,

STATE OF COLORADO.

LESS AND EXCEPT ANY PORTION THEREOF CONVEYED TO THE DEPARTMENT OF TRANSPORTATION STATE OF COLORADO IN WARRANTY DEED RECORDED JUNE 7, 1995 IN BOOK 765 AT PAGE 207 AND 209.

COUNTY OF GUNNISON,

STATE OF COLORADO.

I, Dennis Rozman, under the name and style of ROZMAN SUBDIVISION EXEMPTION PLAT has laid out, platted and subdivided the same as shown on this plat, and by these present does hereby convey to the County of Gunnison, Colorado, the streets, alleys, roads and other public areas as shown hereon and hereby dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

In witness whereof, Dennis Rozman, has caused its name to be hereunto subscribed this _____ day of _____, 2023.

_____
Dennis Rozman

STATE OF COLORADO)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Dennis Rozman.
Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

LIENHOLDER'S CERTIFICATE

The Undersigned, being the beneficiary under Deeds of Trust granted by the Owner(s) upon the Real Property plated and divided as shown upon the within Plat, certifies that the undersigned has reviewed the Plat and by this certification hereby consents to said Plat and to the recording thereof. Beneficiary further consents to said Plat as stated in the Certification of Dedication and Ownership executed by the Owner(s) hereon, and hereby subordinates any interest that Beneficiary may have in and to the Property subject to such Dedication, to the entity(ies) or the general public to which such dedication is made.

Lienholder: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____.
Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

Rozman Parcel Description

A tract of land, situated within the North Half of the Southeast Quarter of Section 12, Township 14 South, Range 86 West of the Sixth Principal Meridian, County of Gunnison, State of Colorado, more particularly described as follows;

COMMENCING at the East Quarter Corner of said Section 12, being monumented by a 2.5" GLO Brass Cap on a 1" Pipe, properly marked and dated 1939, from whence the West Quarter Corner of said Section 12, being monumented by a 2.5" GLO Brass Cap on a 1" Pipe, properly marked and dated 1939, bears N89°10'53"W a distance of 5323.60 feet (Basis of Bearings for this legal description);

Thence N89°10'53"W along the North line of the South Half of said Section 12 a distance of 1227.02 feet to the TRUE POINT OF BEGINNING;

Thence N89°10'53"W along the North line of the South half of said Section 12 a distance of 874.34 feet;

Thence S11°23'58"E a distance of 90.15 feet;

Thence S68°21'49"E a distance of 36.09 feet;

Thence S53°47'45"E a distance of 222.63 feet;

Thence S30°05'40"W a distance of 49.79 feet to a point on the East Right of Way of State Highway 135;

Thence S48°07'17"E along the East Right of Way of State Highway 135 a distance of 40.95 feet;

Thence N65°27'37"E a distance of 701.14 feet to the POINT OF BEGINNING.

The above described Parcel contains 3.028 Acres (131,800 Square Feet), more or less.

Gunnison County Board of County Commissioners Parcel Description

A tract of land, situated within the Northwest Quarter of the Southeast Quarter of Section 12, Township 14 South, Range 86 West of the Sixth Principal Meridian, County of Gunnison, State of Colorado, more particularly described as follows;

COMMENCING at the East Quarter Corner of said Section 12, being monumented by a 2.5" GLO Brass Cap on a 1" Pipe, properly marked and dated 1939, from whence the West Quarter Corner of said Section 12, being monumented by a 2.5" GLO Brass Cap on a 1" Pipe, properly marked and dated 1939, bears N89°10'53"W a distance of 5323.60 feet (Basis of Bearings for this legal description);

Thence N89°10'53"W along the North line of the Southeast Quarter of said Section 12 a distance of 2102.36 feet to the TRUE POINT OF BEGINNING;

Thence S11°23'58"E a distance of 90.15 feet;

Thence S68°21'49"E a distance of 36.09 feet;

Thence S53°47'45"E a distance of 222.63 feet;

Thence S30°05'40"W a distance of 49.79 feet to a point on the East Right of Way of State Highway 135;

Thence along said East Right Of Way of State Highway 135 the following 5 courses;

1. Thence N48°07'17"W a distance of 41.00 feet;
2. Thence N52°38'52"W a distance of 90.81 feet;
3. Thence N47°46'00"W a distance of 244.11 feet;
4. Thence S42°14'00"W a distance of 10.00 feet
5. Thence 59.02 feet along the arc of a curve to the right having a central angle of 01°43'31", a radius of 1960.00 feet the chord of which bears N48°34'43"W a distance of 59.02' to a point on the North line of the Southeast Quarter of said Section 12;

Thence S89°10'53"E along the North line of the Southeast Quarter of said Section 12 a distance of 128.49 feet to the POINT OF BEGINNING

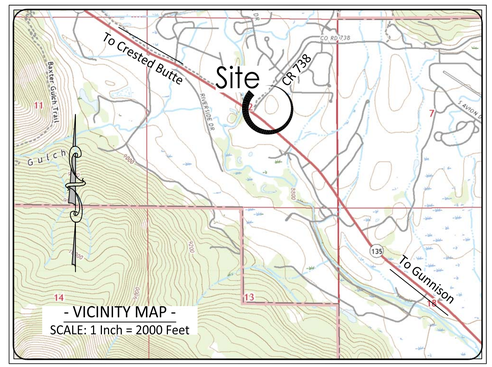
The above described Parcel contains 0.406 Acres (17,666 Square Feet), more or less.

I, Jacob A. With, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in Dennis Rozman and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

1. Real property taxes for the current and future years, a lien not yet due and payable.
2. All matters shown on this plat.
3. Inclusion of the property within any special taxing district.
4. Right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded July 13, 1919, in Book 184 at page 167.
5. 20 foot easement as set forth and granted to the Department of Highways recorded October 1, 1952 in Book 291 at page 106.
6. Right of way deed granted to the county of Gunnison recorded August 5, 1952 in Book 291 at page 54.
7. Easement granted to Gunnison County Electric Association, Inc. for utilities, and incidental purposes, by instrument recorded July 28, 1999, under Reception No. 494905.
8. Easement granted to Gunnison County Electric Association, Inc. for utilities, and incidental purposes, by instrument recorded August 19, 1999 under Reception No. 495528.
9. Easement granted to the Gunnison County Electric Association, Inc. for utilities, and incidental purposes, by instrument recorded March 17, 2005, under Reception No. 551815.
10. The effect of augmentation certificate recorded September 1, 2005 under Reception No. 557657.
11. Any tax, lien or fee resulting from inclusion in Gunnison County Metropolitan Recreation District as evidenced by instrument recorded December 7, 2021 under Reception No. 681553.

Signed this ___ day of _____, 2023.

By: _____
Jacob A. With, Atty. Reg. #: 40546



BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of ROZMAN SUBDIVISION EXEMPTION PLAT is approved this _____ day of _____, A.D. 2023.

_____
Chairperson, Gunnison County Board of Commissioners
Attest:

_____
Gunnison County Clerk and Recorder

SURVEY NOTES:

1. Basis of Bearings: Bearings shown hereon are based on an assumed Bearing of N89°10'53"W along the North line of the South half of Section 12, Township 14 South, Range 86 West of the 6th Principal Meridian, between the West Quarter Corner of said Section 12, being monumented by a 2.5" GLO Brass Cap on a 1" Pipe, properly marked and dated 1939, and the East Quarter Corner of said Section 12, being monumented by a 2.5" GLO Brass Cap on a 1" Pipe, properly marked and dated 1939, as shown hereon.
2. Date of field survey: February 14th, 2023.
3. Units of linear measurements are displayed in US Survey Feet.
4. The property shown hereon is subject to all easements, rights-of-way, building setbacks or other restrictions of record, as such items may affect this property. This survey does not represent a title search by this surveyor to determine ownership or to discover easements or other encumbrances of record. All information pertaining to ownership, easement and other encumbrances of record has been taken from the title insurance commitments issued by Land Title Guarantee Company, Commitment No. GUC88005218, having an effective date of January 23rd, 2023.

SURVEYOR'S CERTIFICATE:

Erik E. Bjornstad, being a registered land surveyor in the State of Colorado, do hereby certify that this plat and survey of ROZMAN SUBDIVISION EXEMPTION PLAT was made by me and under my supervision and that both are accurate to the best of my knowledge. Steel pins and/or brass cap monuments were set at all boundary corners.

Dated this _____ day of _____, 2023.

Erik E. Bjornstad
Colorado PLS # 38697
For, and on behalf of SGM

DRAFT COPY ONLY

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This Plat was accepted for recording in the office of the Clerk and Recorder of Gunnison County,

Colorado, on this _____ day of _____, 2023, Reception Number _____.

Time _____, Date _____.

_____
Gunnison County Clerk and Recorder

SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355
www.sgm-inc.com

Rozman Subdivision Exemption Plat
Gunnison County, Colorado

#	Revision	Date	By:
1			
2			
3			
4			
5			
6			
7			
8			
9			

Notice: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Job No.	2018-288.010
Drawn by:	EB
Date:	02/28/2023
Approved:	_ PLS: EB
File:	RozmanBLA
Location:	

Exemption Plat

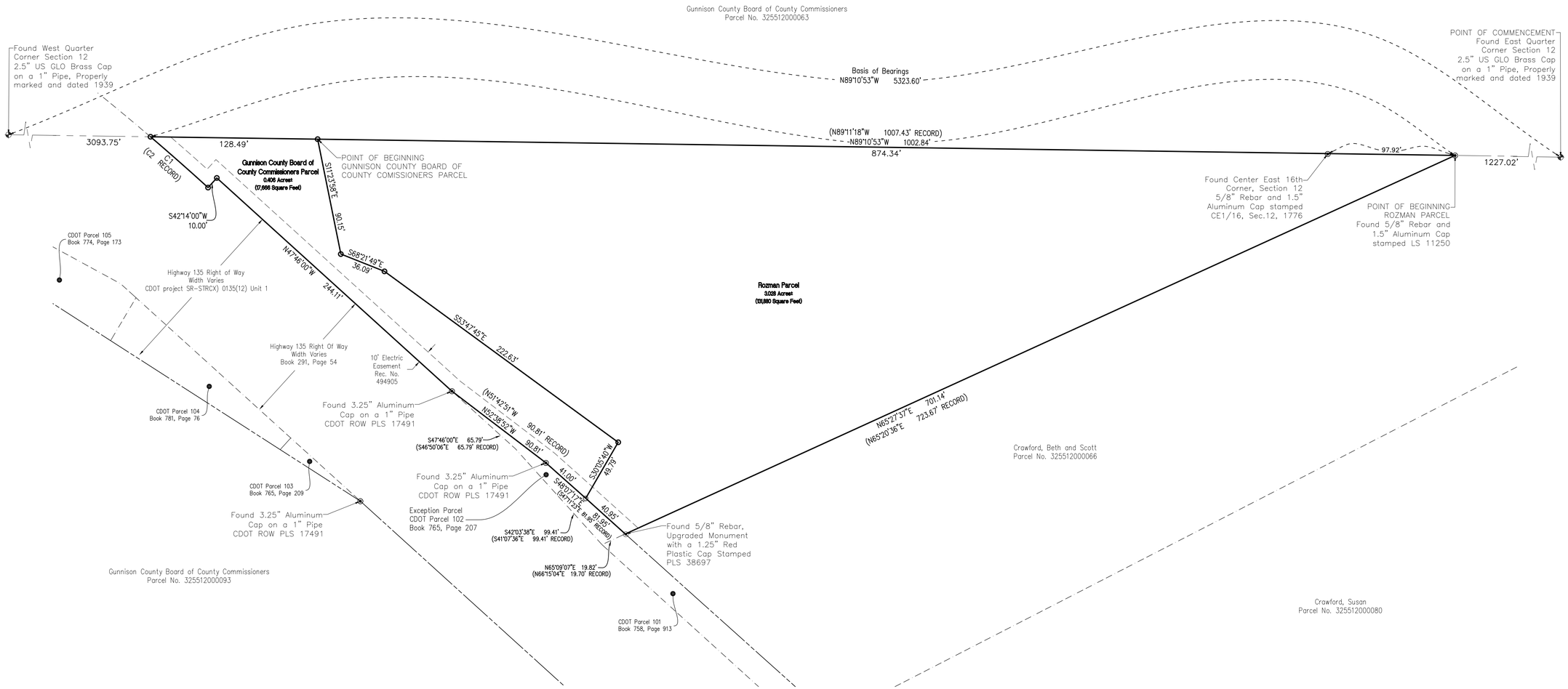
Sheet No. **1**
Of: 2

I:\2018\2018-288--GunnisonCounty\010--RozmanPlat\H--Dwgs\Surv\Dwgs\BaseMaps\RozmanBLA.dwg Plotted: 2/28/2023 11:25 AM By: Erik Bjornstad

Rozman Subdivision Exemption Plat

Situated within the North Half of the Southeast Quarter of Section 12, Township 14 South, Range 86 West of the 6th Principal Meridian

Gunnison County, Colorado



CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	59.02	1960.00	1°43'31"	N48°34'43"W	59.02
(C2 RECORD)	61.57	1960.00	1°47'59"	S48°36'51"E	61.56

- LEGEND -

- ◆ – Found PLSS Monument as Described
- ◉ – Found Monument as Described
- ○ – Set, 18" Long, 5/8" Diameter Rebar and 1.25" Red Plastic Cap Stamped PLS 38697
- (N65°20'36"E 723.67' RECORD) – Record Dimension of Fathering Parcel When Different From The Measured Dimension
- ——— – Section Line
- ——— – CDOT Right of Way Line
- – – –

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Professional Services Agreement; Mead

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Mead and Hunt

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

Summary:

This is the design contract to continue work on the Brush Creek intersection. This includes the proposed roundabout, underpass, transit stops and trail alignments. This went to competitive bid and Mead and Hunt was selected from 4 candidates. The not to exceed contract has a potential cost of

Fiscal Impact:

Submitted by: MARTIN SCHMIDT **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 4/14/2023

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

Comments:
Legally sufficient. SO 4/14/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 4/14/2023 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 4/14/2023

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

Agenda Date: 4/18/2023

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the ___ day of _____, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and Mead & Hunt, whose address is 999 18th St. Suite 2300 Denver, CO 80202 (herein "Consultant").

RECITALS

The Consultant desires to provide professional services regarding Brush Creek Intersection Design ("Services") as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services"). Gunnison County desires to engage Consultant to provide Services according to this Agreement. At the County's option, the scope of work for this project may be extended to include additional design and construction documents and post-award services. Consultant's price for performing additional work shall be negotiated.

AGREEMENT

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

1. SERVICES.

Consultant shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. In providing services under this Agreement, the Consultant shall perform in a manner consistent with and limited to that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Consultant acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above, renew monthly, and shall terminate at the County's discretion or unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its sound infrastructure and prosperous, collaborative and healthy community strategies, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Consultant's performance of the Services, during the Term, Gunnison County shall pay Consultant fees as described in Exhibit A and billed monthly for actual work performed. Services described in Exhibit A shall be approved in writing on a monthly basis subject to funding availability. The total billed shall not exceed three hundred and sixty-seven thousand and eighty-four and No/100 U. S. Dollars ($367,084) ("Compensation") for the summation of billings. Payment shall be made by Gunnison County to Consultant within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Consultant, the County will so advise Consultant in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Consultant within sixty (60) days after receipt and acceptance of Consultant's bill, Consultant may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Consultant's outstanding bills have been paid in full.

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

Pursuant to Article X, Section 20 of the Colorado Constitution and C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth in this Paragraph after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Consultant written notice of such non-appropriation, but the County's failure to do so shall not affect the termination of this agreement. Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available, pursuant to the Constitution for annual funding appropriation.

5. INSURANCE.

Consultant 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, Consultant 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, Consultant will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Consultant 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 Consultant 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 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 Consultant'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 Consultant. Consultant 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, Consultant'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 Consultant. Consultant 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. Consultant 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 Consultant to the County under this Agreement. The Consultant 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 CONSULTANT.

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

Consultant acknowledges and agrees that Consultant is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Consultant 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.

Consultant 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 County in writing.

The County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the County is exempt shall not be included in the Compensation. The County shall, upon request, furnish Consultant with a copy of its Certificate of Tax Exemption.

8. INDEMNIFICATION.

Consultant irrevocably and unconditionally agrees to indemnify 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 Consultant or its employees, subcontractor or agents in connection with this Agreement. Gunnison County and Consultant are not liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages ("damages").

In case of any claim that is subject to indemnification under this Agreement, Consultant will provide the County reasonably prompt notice of the relevant claim. Consultant 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 Consultant 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 Consultant 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 Consultant harmless; requires the County to agree to binding arbitration; limits Consultant'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.

The liability of the Consultant to Gunnison County for any indemnity commitments or for any damages arising in any way out of performance of this agreement is limited to a period of twelve (12) months from the date of the last bill from the Consultant to Gunnison County, whether paid or not paid by Gunnison County; such liability is limited to the amount of the fees paid by the Gunnison County to the Consultant for performance under this agreement.

9. DISCRIMINATION.

The Consultant 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. Consultant 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, Consultant 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.

10. PANDEMICS.

The Consultant shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Consultant 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 Consultant represents and warrants to Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by the Consultant, or be subjected to any discrimination by the Consultant upon which assurance Gunnison County 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.

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. LEGAL AUTHORITY. Consultant 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 Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant 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 Consultant 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 Consultant's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

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

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

13. DELEGATION AND ASSIGNMENT.

Consultant 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.

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen calendar (15) days prior written notice to the other. Upon termination, Consultant 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. OWNERSHIP OF PROPERTY.

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

16. WARRANTIES.

Consultant represents and warrants to the County as follows:

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

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

c. Consultant 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 Consultant's ability to perform its obligations under this Agreement.

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

f. Consultant has the right to and shall assign to County all third-party warranties and indemnities that Consultant receives in connection with any of the Services provided to County. To the extent that Consultant is not permitted to assign any warranties or indemnities to the County, Consultant agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Consultant is permitted to do so under the terms of the applicable third-party agreements.

17. 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.

18. NO THIRD-PARTY BENEFICIARY.

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

19. CONFLICT OF INTEREST.

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

20. FORCE MAJEURE.

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

21. NOTICES.

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

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

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

Consultant: [Name]
[Address]

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.

22. 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.

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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

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

24. ENTIRE AGREEMENT.

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

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Consultant'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.

25. RECORDS; PERSONALLY IDENTIFIABLE INFORMATION.

Consultant shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Consultant shall be subject to financial audit by federal, state or county auditors or their designees. Consultant authorizes such audits and inspections of records

during normal business hours, upon forty-eight (48) hours' notice to Consultant. Consultant shall fully cooperate during such audit or inspections.

If the Consultant or any of its Subcontractors will or may receive personally identifiable information ("PII") under this Agreement, Consultant 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. Consultant 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 Consultant incurs a data breach whereby it is reasonably believed that any of County's PII either could have been, or was compromised, then Consultant shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq*. Consultant shall be liable for any resulting damages to County or third parties as the result of any such data breach.

26. PUBLIC RECORD.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

Mead & Hunt
999 18th St. Suite 2300 Denver, CO 80202

By: _____

Name:
Paul Silberman, PE, PTOE Department Manager

APPENDIX “A”

SCOPE OF SERVICES

Consultant shall perform and provide the following services:

Mead & Hunt
EXPERIENCE EXCEPTIONAL

STATEMENT OF QUALIFICATIONS

BRUSH CREEK INTERSECTION 50% PLAN

February 10, 2023

Gunnison County
COLORADO








EXPERIENCE
EXCEPTIONAL



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Letter of Interest



FEBRUARY 10, 2023

Martin W. Schmidt
Assistant County Manager for Public Works
Gunnison County Public Works
195 Basin Park Drive
Gunnison, CO 81230

Subject: Gunnison County Brush Creek Intersection 50% Plan

Dear Mr. Schmidt and Members of the Selection Committee,

Mead & Hunt is pleased to submit this response to the Brush Creek Intersection 50% Design Plan Project. We are a multi-discipline consulting engineering firm with expertise in transportation design including roundabouts, traffic controls, underpasses, trails, and bus stops. We have a long and proven track record of providing professional engineering services to local jurisdictions throughout Colorado with over 60 staff in our Denver offices, and over 300 transportation engineering professionals throughout the nation. Our firm offers the following benefits to Gunnison County:

PROJECT LEADERSHIP: Under direction of Paul Silberman, PE, PTOE, Project Manager, the Mead & Hunt team will work proactively to keep your project on time and within budget. Supporting Paul in this effort is Troy Pankratz, PE, a nationally recognized expert in roundabout design. He is experienced in roundabouts in rural communities throughout Colorado, working with CDOT to implement new roundabouts in constrained environs. Mead & Hunt is also pleased to partner with Ayres Associates, a multi-disciplinary consulting firm with expertise in drainage design, roadway design, structure design, and environmental planning.

LOCAL PERSPECTIVE AND NATIONAL EXPERIENCE: With our involvement in the Brush Creek Intersection Concept Design, our team brings a full understanding of design challenges, key stakeholders, and design goals to create a functional and intermodal project connecting the Whetstone development, the Crested Butte South trail, and the GVRTA bus stop. Through the successful completion of dozens of similar roundabout designs, our team possesses a solid understanding of effective strategies to implement new roundabout design and operational solutions that smoothly advance into final engineering and construction. These solutions enhance safety and provide accommodations for all modes of transportation.

HANDS-ON, RESPONSIVE, CLIENT-FIRST APPROACH: The Mead & Hunt approach is based on a philosophy of first listening to our clients' needs and then developing cost-effective mobility solutions to improve quality of life, reduce congestion, improve travel choices, and enhance safety on our transportation system. This unique approach translates into a firm that is hands-on; our staff works as "an extension of the staff" of the clients that we serve.

SUPPORT AND RESOURCES: Mead & Hunt brings over 100 roadway designers and traffic engineers, and an extensive suite of roadway design software including AutoCAD Civil 3D and MicroStation Open Roads, traffic engineering tools including RODEL, SIDRA, SYNCHRO, VISSIM and HCS. We also offer full graphic rendering capabilities using the Adobe Creative Suite, Concept Station, Lumen RT and SketchUp to deliver virtual "drive-through" experiences. Mead & Hunt is confident that we can produce the necessary resources to meet specialized needs and tight schedules required to provide Gunnison County with a successful project.

Mead & Hunt appreciates the opportunity to provide this statement of qualifications to Gunnison. We are confident in our ability to commit the necessary staff and resources to deliver a 50% intersection design to streamline the final design of this roundabout improvement. Thank you for your consideration, and we look forward to working with you on this project.

Sincerely,
Mead & Hunt, Inc.



Paul Silberman, P.E., PTOE
Department Manager, Transportation Planning
paul.silberman@meadhunt.com
410-370-8955

Experience and Professional Qualifications

B

ABOUT MEAD & HUNT



Founded in 1900, **Mead & Hunt is an employee-owned corporation** with 1,200 employees in 40+ offices nationwide. Our local office provides the Centennial State with a varied skill set which includes traffic engineering, transportation planning, roadway design, and construction management. Collectively, our staff has performed dozens of roundabout designs in urban, suburban and rural environments, bringing to bear expert knowledge in balancing traffic growth, roadway capacity, traffic safety and multimodal access. Our unique approach is based on a philosophy of first listening to our clients' needs and then developing cost-effective solutions that smooth traffic flows, incorporate multimodal connections, and enhance safety on our transportation system. This unique approach translates into a firm that is hands-on; our staff works as "an extension of the staff" of the clients that we serve. As a result, we have a thorough understanding of the environments in which our clients work and the constraints and challenges they face.

Our success reflects our years of experience, technical knowledge, long-standing relationships built with clients, familiarity with the community and the drive to deliver products that exceed clients' expectations. **Above all, your success is our success.**

Our Transportation Engineering Services include:

- **Roundabout analysis and design**
- Traffic data collection
- Traffic operations/capacity analysis
- Traffic forecasting
- Traffic safety studies
- Traffic control studies
- Traffic calming
- Traffic modeling/simulation
- Traffic engineering design of signals, signing, marking and lighting
- Pedestrian, bicycle and trail planning and design
- Feasibility studies/alternatives analysis
- Stakeholder, public and elected official engagement
- Right-of-way deeds/utility coordination
- Roadway and intersection geometric design
- Stormwater management/hydraulic analysis
- Environmental reviews/permitting
- Gateway/wayfinding design
- Construction cost estimates

Mead & Hunt utilizes state-of-the-art computer equipment and software to perform traffic analysis, planning, engineering design, mapping, simulation, and visualization. Our team is versed in numerous advanced traffic analysis software tools including Synchro/SimTraffic, VISSIM, VISUM, VISTRO, SIDRA, Highway Capacity Analysis, CORSIM, RODEL, Cube, TransCAD/Transmodeler and PETRA. We have full roadway design capabilities using MicroStation and AutoCAD including InRoads, Civil 3D Open Roads, Concept Station, together with numerous design applications such as AutoTurn and Guidsign. Our staff receives timely training on civil 3D state-of-the-art and state-of-the-practice design and analysis tools.

ORGANIZATIONAL CHART

Gunnison County
COLORADO



Paul Silberman, PE, PTOE
Project Manager

ROUNDABOUT AND ROADWAY DESIGN
Troy Pankratz, PE
Nathan Silberhorn, PE
Kyla DeShaney, EIT

STRUCTURAL DESIGN
Dan Sydow, PE

RIGHT-OF-WAY
Richard Muntean, PLS

STAKEHOLDER / PUBLIC OUTREACH
Paul Silberman, PE, PTOE
Troy Pankratz, PE

HYDRAULICS AND SUE
Matthew Hickox, PE, CFM
Dale Mathison, PE

LANDSCAPE DESIGN
David Land, PLA, LEED AP

GEOTECHNICAL
Yeh and Associates

Legend:
Mead & Hunt
Ayres Associates
105 West
Yeh and Associates

RESUMES



Paul Silberman, PE, PTOE

PROJECT MANAGER

AREAS OF EXPERTISE

- Roundabout design
- Traffic safety and operations analysis
- Transit, pedestrian and bicycle network design
- Public/stakeholder outreach

EDUCATION

- MS, Civil Engineering, University of Maryland, 2000
- BS, Civil Engineering, University of Maryland, 1996

REGISTRATION/ CERTIFICATIONS

- Licensed Professional Engineer, Colorado #57017
- Certified Professional Traffic Operations Engineer, #1287

Paul brings 26 years of experience in traffic engineering and multimodal transportation planning including roundabout planning and design, access control plans, traffic operations and safety studies, traffic engineering design (signing and marking, roadway lighting, traffic control plans), pedestrian and bicycle facility accessibility, transit operations and infrastructure design, and stakeholder/public/elected official outreach. He is versed in numerous transportation analysis and design programs including Synchro, SIDRA, MicroStation Open Roads, and AutoCAD Civil 3D. Paul is familiar with CDOT, ITE, NACTO, and MUTCD guidelines.

RELEVANT EXPERIENCE

CO 135/Brush Creek Road Roundabout Concept Study, Gunnison County, CO
Project Manager responsible for multimodal transportation planning including traffic data collection, traffic forecasting, traffic safety analysis, alternative development and analysis, screening and prioritization, concept design, cost estimates, stakeholder and public outreach including CDOT, Mount Crested Butte, and Crested Butte.

On-Call Roundabout Study and Designs, City of Grand Junction, CO
Traffic Engineer responsible for review of traffic analysis and concept design including functional layout, establishing design criteria (design vehicles, inscribed diameter, tapers, splitter and center island elevations, approach and circulating lane widths) for multiple roundabouts: G Road and Horizon Drive, G Road and 24 Road, G Road and 23 ½ Road, G Road and 26 ½ Road, 24 ½ Road and F ½ Road, and 23 ½ Road and F ½ Road.

US 6/Lake Dillon Drive/Evergreen Road Roundabout Design, Town of Dillon, CO
Project Manager responsible for traffic data collection, traffic analysis, multimodal accessibility and 50% engineering design of a proposed roundabout and gateway to Town Center including roadway plans, profiles, typical sections, stormwater analysis and layout, topographic survey/ROW, geotechnical investigation, utility impacts, signing, marking, and traffic control plans as well as CDOT and Town Council coordination.

CO 82/Maroon Creek/Castle Creek Roundabout Improvements, Pitkin County, CO
Project Manager responsible for traffic modeling and review of roundabout geometry and operations, and development of geometric improvement concepts and costs to improve traffic and transit operations. Paul was also responsible for stakeholder outreach.

Salt Creek Highway and Sunset Blvd Roundabout Study and Preliminary Engineering, Town of Bar Nunn, WY
Project Manager responsible for performing a roundabout feasibility analysis to address short-term and long-term roadway maintenance, traffic safety, access, and multimodal needs. Paul worked with the design team to develop the geometric layout, signing and marking, ADA, quantities and cost estimates. He presented the design concepts to the public, WYDOT, and elected officials.

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Troy Pankratz, PE

ROUNDABOUT AND ROADWAY DESIGNER

AREAS OF EXPERTISE

- Roadway design
- Roundabout analysis and design
- Project management
- Design and quality control review

EDUCATION

- BS, Civil Engineering, University of Wisconsin - Platteville, 1999

REGISTRATION/ CERTIFICATIONS

- Licensed Professional Engineer, Colorado #41504
- WisDOT Level 3 Roundabout Designer

MEMBERSHIPS

- Institute of Transportation Engineers (ITE)

Troy has 20 years of experience managing roundabout projects with a high level of involvement in roadway and traffic design. Troy specializes in the geometric design of high-capacity roundabouts with complex geometry and multiple roundabout corridors. **He is a certified Level III Roundabout Designer, the highest-level certification** from the Wisconsin Department of Transportation (WisDOT), which is honored by various agencies throughout the United States. Troy has been the **primary designer of more than 150 roundabouts, including more than 100 multi-lane roundabouts**. For each of these projects, Troy was involved from the start of the project through final plans. This allowed him to implement proper modern roundabout design principles and see that best practices in design had been used. In addition to primary design, Troy has been involved in over 200 roundabouts in a peer reviewer or advisor capacity. Troy is familiar with CDOT, AASHTO, ITE and MUTCD guidelines.

RELEVANT EXPERIENCE

US 6/Lake Dillon Drive/Evergreen Road Roundabout Design, Town of Dillon, CO
Senior Engineer for a retrofit dual roundabout design. The objectives included: safety improvement for vehicular traffic, pedestrian and cyclist accommodation and safety, accommodate additional development traffic, and improve overall aesthetics of the area. Several design alternatives were prepared and analyzed including a five-leg roundabout and various double roundabout layouts. A three-dimensional rendering of the intersection concept was prepared with traffic simulation to demonstrate how the intersection would operate and fit into the surrounding terrain and infrastructure. Design includes roadway plans, profiles, typical sections, stormwater analysis and layout, topographic survey/ROW, geotechnical investigation, utility impacts, signing, marking, traffic control plans as well as CDOT and Town Council coordination.

24 Road and G Road Roundabout, Grand Junction, CO
Roundabout and roadway designer responsible for conducting an intersection traffic analysis and developing the horizontal design layout for the multi-lane roundabout located at the intersection of 24 Road and G Road. The proposed roundabout will help to reduce travel speeds and facilitate safe interaction of vehicles. The lower intersection speeds will improve mobility for pedestrians and cyclists and help to improve safety for roadway users accessing the adjacent park. Troy also worked with City engineering staff to provide design oversight and review services for the development of final plans.

Brush Creek Road/Kearns Road/Wood Road Roundabout, Snowmass Village, CO
Roundabout and roadway designer responsible for a single-lane roundabout design and operational analysis for a roundabout located at the main intersection of a ski resort community. Several roundabout layout alternatives were prepared and refined to optimize the geometry for desirable speed paths, access to local businesses and safe

Mead &Hunt

Troy Pankratz, PE | ROUNDABOUT AND ROADWAY DESIGNER







pedestrian crossings. A detailed comparison of variations of right-turn geometry was conducted, including an analysis of operational performance variations. RODEL, ARCADY and HCS were utilized to analyze this intersection.

RidgeGate Parkway Improvements, City of Lone Tree, CO

Roundabout and roadway designer responsible for an in-service review of two multi-lane roundabouts. The existing design caused operational problems of driver non-compliance and pedestrian discomfort since its construction in 2003. Additional development since original construction added traffic to the intersection and further exacerbated the problems associated with the poor design. Troy conducted a combination of field assessments and office reviews of the roundabouts. The roundabouts were assessed for conformance with NCHRP Report 672 such as entry path curvature, entry/exit path overlap, entry angles, pedestrian facilities, and sight distance. Troy evaluated a range of potential modifications and provide recommendations for improvement.

East Pershing Boulevard, East 19th Street, and Converse Avenue, City of Cheyenne, WY

The intersection of East Pershing Boulevard, East 19th Street, and Converse Avenue was previously configured as three closely-spaced signalized intersections working together. The intersections were plagued by a high crash rate with patterns attributed to the signal progression, signal timing, and signal visibility. This area is surrounded by high traffic generators consisting of a shopping center, commercial properties, and a large Veteran Affairs Hospital; several schools also generate pedestrian crossings. The intersections were reconstructed and reconfigured as a five-leg, two-lane modern roundabout. Troy designed the final horizontal geometry of the roundabout, providing an optimum design that balances property impacts with geometry that minimizes crashes. The roundabout geometry was optimized to provide safe access points to the surrounding commercial properties. The design has been set up to allow for future expansion to three lanes on some of the approaches in order to accommodate future increases in traffic. The design utilized RODEL software and followed FHWA design principles. A VISSIM model was also prepared to demonstrate the operation of the roundabout for public education purposes.



Kyla DeShaney, EIT

TRANSPORTATION ENGINEER

AREAS OF EXPERTISE

- Transportation Planning
- Alternatives Analysis
- Preliminary Engineering
- Roadway Design
- Traffic Operations Analysis
- Cost Estimates

EDUCATION

- BS Civil Engineering, University of Iowa, 2021

REGISTRATION/ CERTIFICATIONS

- Engineer-In-Training, WI

Kyla is a transportation engineer with experience in preliminary and final roadway and roundabout design, traffic analysis, and cost estimates. Her expertise is in traffic observations and analysis, conceptual design and feasibility studies, signing and marking, pedestrian and bicycle network design, 3D modeling and stakeholder coordination. She is versed in AutoCAD, Civil3D, MicroStation, Openroads, ArcGIS, Adobe Illustrator, and traffic analysis software packages including SYNCHRO, SIDRA, VISTRO, and HCS.

RELEVANT EXPERIENCE

CO 135/Brush Creek Road Roundabout Concept Study, Gunnison County, CO
Project Engineer responsible for documenting existing conditions, compiling traffic data, performing traffic analysis, supporting public and stakeholder outreach, and developing concept designs roundabout control including geometric layout, realignment of Brush Creek Road, ROW impacts, signing, marking, pedestrian sidewalk connections, trails connections, bus stop pullouts, pedestrian underpass tunnel alignments, and ADA ramps. Kyla also estimated major quantities and construction costs.

US 6/Lake Dillon Drive/Evergreen Road Roundabout Design, Town of Dillon, CO
Project Engineer responsible for base plan development, conceptual 2D roundabout layout, incorporating topographic survey and subsurface utility data to develop a 3D model, and conducting roadway geometric layout, typical sections, and signing and marking design. Kyla completed field observations, traffic counts, and stakeholder/public outreach.

CO 340/23 Road Roundabout Design, City of Grand Junction, CO
Project Engineer responsible for review of traffic analysis and concept design including functional layout and establishing design criteria (design vehicles, inscribed diameter, tapers, splitter and center island elevations, approach and circulating lane widths.)

CO 82/Maroon Creek/Castle Creek Roundabout Improvements, Pitkin County, CO
Project Engineer responsible for the conceptual design of roundabout improvements including vehicle/bus bypass lanes/queue jumps, and shared use paths to enhance access to transit and transit service reliability.

Mesa Avenue and Berkley Avenue Roundabout Design, City of Pueblo, CO
Project Engineer responsible for base plan development, conceptual 2D roundabout layout; and incorporating topographic survey and subsurface utility data to develop a 3D model; and conduct roadway geometric layout, typical sections, and signing and marking design.

10th Street and Main Street Roundabout Design, City of Cottonwood, AZ
Project Engineer responsible for base plan development, conceptual 2D roundabout layout, and incorporating topographic survey and subsurface utility data to develop a 3D model and conduct roadway geometric layout, typical sections, and signing and marking design.

Mead &Hunt



Nathan Silberhorn, PE

SENIOR ROADWAY DESIGNER

YEARS OF EXPERIENCE
- 25

EDUCATION
- BS, Civil Engineering, Iowa State University

REGISTRATION/ CERTIFICATIONS
- Licensed Professional Engineer, Colorado

Nathan brings 25 years of transportation experience in the private and public sectors. He has extensive experience providing highway design and plan production for the Departments of Transportation in Colorado, Iowa, Illinois, Texas, and New Mexico as well as the Federal Highway Administration Central Federal Lands. Nathan's construction phase experience includes construction plans review, construction observation, and contractor and owner coordination. That experience helps him anticipate potential in-the-field issues during the design process.

Nathan's recent experience includes several Colorado DOT projects for which he led consultant and in-house development and design of interchange, flood repair, intersection realignment, interstate reconstruction, and resurfacing projects. He provides utility coordination, agency coordination, environmental reports, and public involvement. Nathan's organizational, communication, and planning skills help to keep projects on time and on budget.

RELEVANT EXPERIENCE

CO 135/Brush Creek Road Roundabout Concept Study, Gunnison County, CO
Senior Engineer responsible for geometric layouts, pedestrian underpass investigation, cost estimates and drainage area investigation. Nathan supported with public outreach, CDOT coordination, and development of CADD base plans and design criteria.

US 287 and CO 14 Flood Repairs, Fort Collins, CO
Nathan managed the scoping, development, and design of this highway embankment repair project as a result of the 2013 floods. Work included major and minor embankment repairs that required hydraulic modeling of the Poudre River Channel and a No-Rise Certification and Permit from Larimer County, as well as extensive coordination of aesthetic treatments with the US Forest Service. Nathan also managed the construction of the expansive project, which involved 10 different sites along an 18-mile section of the mountainous highway. This project was completed while Nathan was employed with CDOT.

SH 402 Intersection Improvements, Loveland, CO
Nathan managed the scoping, development, and design of this rural intersection project, including plans review, environmental, and utility clearances; agency coordination; and development of bid tabulations, construction cost estimates, and bid documents. Nathan also managed the project's construction. This project was completed while Nathan was employed with CDOT.

AYRES ASSOCIATES



Matthew Hickox, PE, CFM

HYDRAULICS LEAD ENGINEER

YEARS OF EXPERIENCE
- 12

EDUCATION
- BS, Civil Engineering, Colorado State University

REGISTRATION/ CERTIFICATIONS
- Licensed Professional Engineer, CO
- Certified Floodplain Manager, ASFPM, 2016

AYRES ASSOCIATES

Matthew brings expertise in stormwater and river design, planning, and construction phase services including floodplain mapping and compliance, stormwater master planning, stream restoration, and scour counter-measure design. He has a solid understanding of hydrologic modeling, 1D and 2D hydraulic modeling, in-stream hydraulic structures, scour protection measures, culvert and bridge hydraulics, and the regulatory environment for stormwater projects.

RELEVANT EXPERIENCE
- **37th Street Connector and Monroe Avenue Roundabout, Loveland, CO**
- **Converse Avenue Reconstruction, Cheyenne, WY**
  West 70th Avenue Reconstruction, Adams County, CO
- **Transportation Alternative Program Improvements, Town of Westcliffe, CO**
- **CDOT I-25 Cable Rail – Drainage A&D, Fort Collins, CO**
- **CDOT SH7 Lower Hydraulics, CO**
- **Stormwater Maintenance Projects Design 3, Loveland, CO**
- **5 Segment 4 Widening Improvements, Weld County, CO**
- **Colorado Springs Utilities Owens and Hall Analysis and Rehabilitation Design, Colorado Springs, CO**



Dale Mathison, PE

SUBSURFACE UTILITY ENGINEERING LEAD

YEARS OF EXPERIENCE
- 22

EDUCATION
- BS, Civil Engineering, Colorado State University

REGISTRATION/ CERTIFICATIONS
- Licensed Professional Engineer, CO

AYRES ASSOCIATES

Dale has attended the ACEC Subsurface Utility Law (SM18-167) training along with a number of educational seminars about the new law and ASCE Standard 38 guidelines for subsurface utility engineering. As a project manager and registered Colorado PE, Dale provides the engineering oversight and experience needed to pursue and complete subsurface utility investigations critical to successful design and safe construction of public infrastructure.

RELEVANT EXPERIENCE
- **37th Street Connector and Monroe Avenue Roundabout, Loveland, CO**
- **Converse Avenue Reconstruction, Cheyenne, WY**
- **West 70th Avenue Reconstruction, Adams County, CO**
- **Transportation Alternative Program Improvements, Town of Westcliffe, CO**
- **SUE Services for SH392 & CR13, Windsor, CO**
- **SUE Services for Timberline Road, Fort Collins, CO**
- **SUE Services for Hover Street Improvements, Longmont, CO**
- **SUE Services for Taft Avenue & US 34, Loveland, CO**
- **SUE Services for 95th Street (Boulder Creek to Lookout Road), Boulder, CO**



Richard Muntean, PLS

RIGHT-OF-WAY/LAND SURVEYOR

YEARS OF EXPERIENCE
- 22

EDUCATION
- Pennsylvania State University

REGISTRATION/ CERTIFICATIONS
- Licensed Land Surveyor, Colorado #38189

105WEST INCORPORATED

Richard has 22 years of surveying experience in boundary, topographic, and right-of-way surveying. His expertise includes right-of-way plans, topographic design surveys, geodetic control networks, ownership maps, data processing and project management. Richard is recognized in his profession as a leading software authority. His software expertise includes AutoCAD Civil 3D, MicroStation, and Trimble Business Center.

Richard has worked with Mead & Hunt on several roundabouts in Colorado and will integrate seamlessly with the team.

RELEVANT EXPERIENCE
- **US 6/Lake Dillon Drive/Evergreen Road Roundabout Design, Town of Dillon, CO**
- **Mesa Avenue and Berkley Avenue Roundabout Design, City of Pueblo, CO**
- **39th Ave Greenway Project (CCD Twin Basins Project), City and County of Denver, CO**



Dan Sydow, PE

STRUCTURAL ENGINEERING LEAD

YEARS OF EXPERIENCE
- 21

EDUCATION
- BS, Civil and Environmental Engineering, University of Wisconsin - Madison

REGISTRATION/ CERTIFICATIONS
- Licensed Professional Engineer, CO

AYRES ASSOCIATES

In his 20+ years at Ayres, Dan's project responsibilities have included projects management and engineering for highway and pedestrian underpasses and bridges, buildings, dams, retaining awlls, tunnels, existing structure assessments and renovations, and structural repairs. Dan has designed dozens of structure rehabilitations in multiple states.

RELEVANT EXPERIENCE
- **Grand Avenue Pedestrian Bridge Rehabilitation, Eau Claire, WI**
- **Chippewa River Wall at Grand Avenue Pedestrian Bridge, Eau Claire, WI**
- **Yellow Lake Road over Yellow Lake Bridge Replacement, Burnett County, WI**
- **Old 63 over 18 Mile Creek, Grand View, WI**



David Land, PLA, LEED AP

LANDSCAPE ARCHITECT

YEARS OF EXPERIENCE
- 27

EDUCATION
- BLA, Landscape Architecture, Ball State University

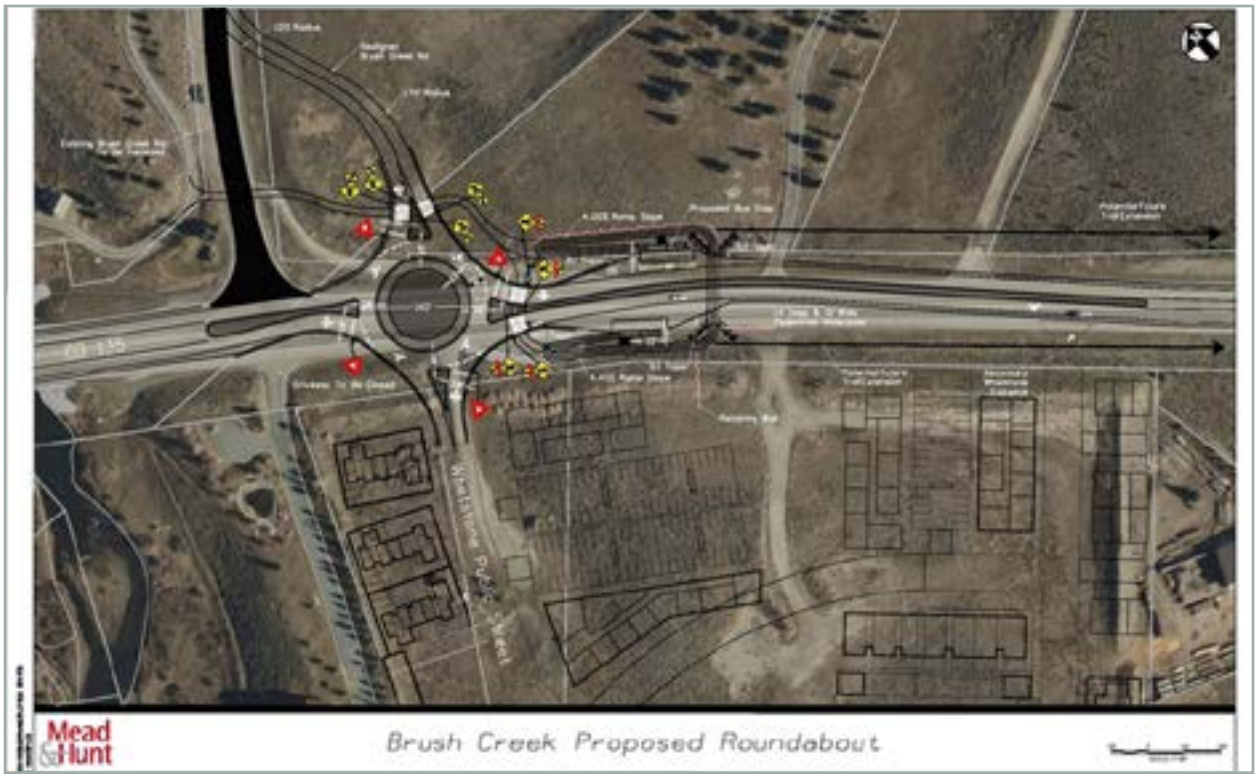
REGISTRATION/ CERTIFICATIONS
- Licensed Professional Engineer, CO

AYRES ASSOCIATES

David brings the perspectives of both consultant and client to the table, adding value to his projects. He has a genuine passion for problem solving and has collaborated with an array of local, national, and international consultants, client teams, and sector experts to steward detailed design and implementation. This includes structural, mechanical, civil, electrical, environmental, health care, sports and recreation, zoological, and water feature consultants. David has extensive experience in regulatory entitlement, planning, design, and construction administration for complex site projects.

RELEVANT EXPERIENCE
- **I-70 Gateway Landscape Design, Rifle, CO**
- **Converse Avenue Reconstruction, Cheyenne, WY**
- **West 70th Avenue Reconstruction, Adams County, CO**
- **Right-of-Way Landscape, Evans, CO**
- **Platte Valley Medical Center North Brighton Medical Office Building, Brighton, CO**
- **CDOT Revitalization Grant Application, Montrose, CO**

PAST EXPERIENCE



BRUSH CREEK AND CO 135 STUDY AND CONCEPTUAL ROUNDABOUT DESIGN

GUNNISON COUNTY, COLORADO

Gunnison County experienced maintenance needs and traffic safety issues at the CO 135 and Brush Creek Road intersection. To address these issues, the County selected Mead & Hunt to conduct a traffic study and concept design for a roundabout at this intersection. The Mead & Hunt team, led by Paul Silberman, PE, PTOE, is responsible for multimodal transportation planning including traffic data collection, traffic forecasting, traffic safety analysis, alternative development and analysis, modifications to access controls, screening and prioritization, concept design, cost estimates, stakeholder and public outreach including CDOT, Mount Crested Butte, and Crested Butte.

The design included establishing design criteria (design vehicles, inscribed diameter, tapers, truck aprons, splitter islands, crosswalks, and approach and circulating lane widths) and prepared multiple layouts, including turning templates to balance cost, operations, and right-of-way impacts.

Mead & Hunt took care to incorporate the design and study into the County's existing economic development plans. The intersection improvements will create a template for future corridor design improvements from the Riverbend Industrial Park to north of Slate Creek and into Town.

SERVICES

- Base mapping
- Traffic analysis and forecasts
- Alternatives development
- Concept design
- Cost estimates
- Stakeholder/public outreach

COMPLETION

2022

SAME TEAM

Paul Silberman, PE, PTOE
Kyla Deshaney, EIT
Ayres Asssociates, Inc.

REFERENCE

Martin Schmidt
Assistant County Manager for Public Works
Gunnison County, Colorado
mschmidt@gunnisoncounty.org
970-641-7985



US 6 LAKE DILLON DRIVE AND CR 51 ROUNDABOUT DESIGN

TOWN OF DILLON, COLORADO

In response to economic development plans, the Town of Dillon selected Mead & Hunt to evaluate corridor access control modifications including new access points, changes in traffic controls, and enhanced multimodal infrastructure/accessibility along US 6. The Mead & Hunt team was responsible for traffic data collection, traffic analysis, multimodal accessibility, and the preliminary design of a proposed roundabout. This involved extensive coordination with CDOT Region 3 as well as presenting findings to Town Council and County Commissioners.

The Town and stakeholders desired enhanced multimodal connections between Dillon Valley and the Town Center and commercial businesses along the corridor. The new design meets this desire and serves as a and gateway to Town Center.

The design plans include roadway plans, profiles, typical sections, stormwater analysis and layout, topographic survey/ROW, geotechnical investigation, utility impacts, signing, marking, traffic control plans, and cost estimates.

SERVICES

- Base mapping
- Traffic analysis and forecasts
- Alternatives development
- Right-of-way/boundary survey
- Concept design
- Preliminary engineering
- Survey and geotechnical investigation
- Cost estimates
- Stakeholderpublic outreach

COMPLETION

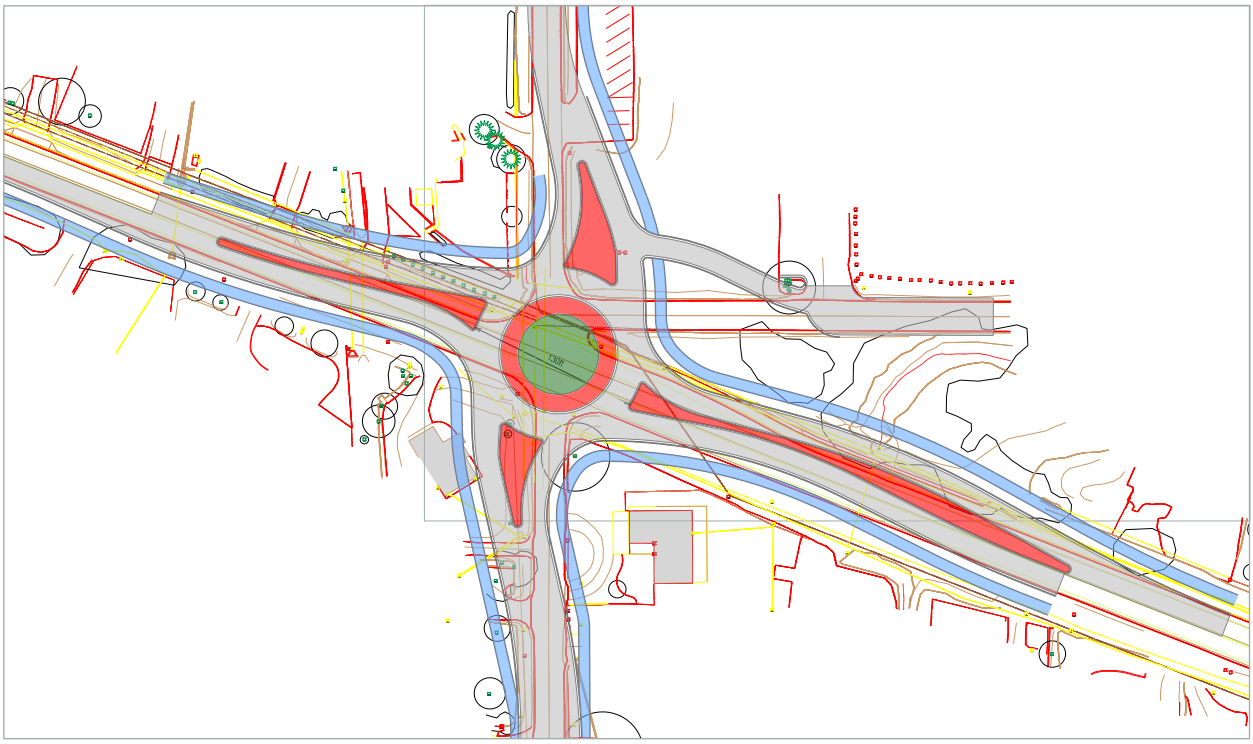
2022

SAME TEAM

Paul Silberman, PE, PTOE
Troy Pankratz, PE
Kyla Deshaney, EIT
105 West, Inc.

REFERENCE

Dan Burroughs, PE
Town Engineer
Town of Dillon, Colorado
dburroughs@townofdillon.com
970-418-2544



ROUNDABOUT PLANNING AND DESIGN

CITY OF GRAND JUNCTION, COLORADO

Mead & Hunt is providing on-call roundabout planning and engineering design services for converting existing signals and stop-controlled intersections into roundabout control. Planning and design efforts include geometric design, right-of-way impacts, and traffic operations analysis. Mead & Hunt pre-pared functional layout including establishing design criteria (design vehicles, inscribed diameter, tapers, splitter and center island elevations, approach and circulating lane widths) and evaluated traffic operations using HCS and SIDRA. Intersection locations for task assignments include:

- G Road and Horizon Drive
- G Road and 24 Road
- G Road and 23 ½ Road
- G Road and 26 ½ Road
- 24 ½ Road and F ½ Road
- 23 ½ Road and F ½ Road
- SH 340 and 23 Road

SERVICES

- Base mapping
- Survey and right of way investigation
- Traffic analysis
- Alternatives development
- Concept, preliminary and final design
- Cost estimates
- Stakeholder/public outreach

COMPLETION

Ongoing - estimated summer 2023

SAME TEAM

Paul Silberman, PE, PTOE
Troy Pankratz, PE
Kyla Deshaney, EIT

REFERENCE

Trent Prall, PE
Public Works Director
City of Grand Junction
trentonp@gjcity.org
970-256-4047



SERVICES
- Base mapping
- Traffic operations analysis
- Traffic safety analysis
- Traffic forecasting
- Preliminary engineering
- Stakeholder/public outreach

COMPLETION
2020

SAME TEAM
Paul Silberman, PE, PTOE

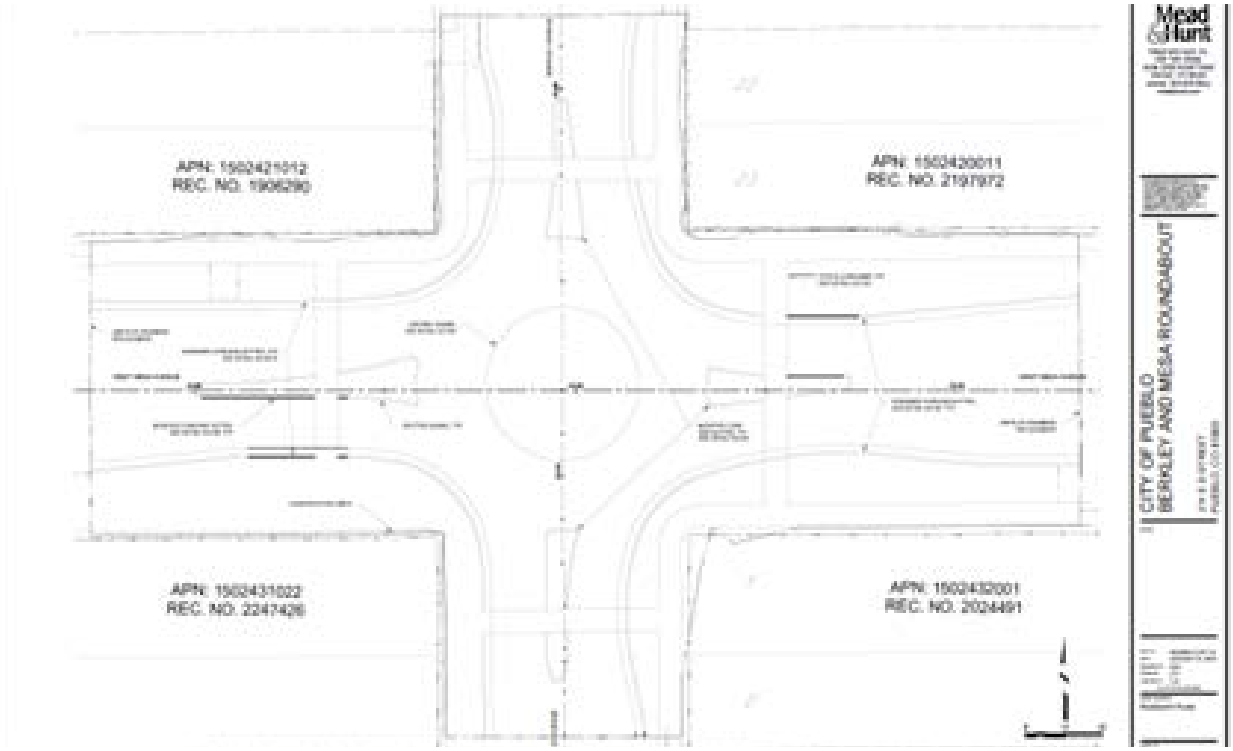
REFERENCE
Jeremy Yates
Director
Casper Area MPO
jyates@casperwy.gov
307-235-8772

SALT CREEK AND SUNSET BOULEVARD ROUNDABOUT STUDY

CASPER AREA METROPOLITAN PLANNING ORGANIZATION TOWN OF BAR NUNN, WYOMING

The Town of Bar Nunn, located just outside of Casper, Wyoming, commissioned a study to identify intersection improvements to address future roadway abandonments/connections to Salt Creek Highway, streetscaping and traffic calming. Mead & Hunt was responsible for performing a comprehensive corridor study to address short-term and long-term roadway maintenance, traffic safety, access, and multimodal needs. Work efforts included:

- Traffic data collection
- CAD base plan development
- Traffic operations analysis
- Traffic safety/crash analysis
- Multimodal gaps and barriers evaluation
- Alternatives development including typical sections and traffic control needs
- Preliminary engineering
- Roundabout concept design/preliminary engineering
- Cost estimates
- Stakeholder and public engagement including questionnaire survey



SERVICES

- Base mapping
- Alternatives development
- Final design
- Cost estimates
- Stakeholder/public outreach

COMPLETION

Ongoing - estimated spring 2023

SAME TEAM

Paul Silberman, PE, PTOE
Troy Pankratz, PE
Kyla Deshaney, EIT
105 West, Inc.

REFERENCE

Charles Roy, PE
Deputy Director of Public Works
City of Pueblo
Croy@pueblo.us
719-553-2350

ROUNDABOUT STUDY AND DESIGN

CITY OF PUEBLO, COLORADO

The City of Pueblo selected Mead & Hunt to design a single lane roundabout at the intersection of Berkley Avenue and Mesa Avenue. Located in a constrained environment, the new roundabout will accommodate school-related traffic from a nearby elementary school.

The design includes medians and concrete curb and gutter, crosswalks, curb ramps, landscaping, striping and signage. The design team ensured compliance with Public Right-of-Way Accessibility Guidelines (PROWAG), Manual on Uniform Traffic Control Devices (MUTCD), and City of Pueblo Standard Construction Specifications and Standard Details.



EAST PERSHING BOULEVARD ROUNDABOUT

CHEYENNE, WYOMING

The City of Cheyenne retained Ayres to provide roadway and utility design and construction engineering for the reconstruction of East Pershing Boulevard from Dunn Avenue to Converse Avenue, including reconstruction of the East Pershing/Converse Avenue/19th Street intersection as a five-leg, multi-lane roundabout.

The project also included providing extensive public outreach, right-of-way survey, and a plan for phased construction to minimize traffic disruption, design of modular-block and cast-in-place concrete retaining walls in front of homes, and the design of cantilevered sign structures directing traffic to the correct lanes at the roundabout. Utility design included replacing 6-inch and 12-inch parallel water mains with one main and replacing associated valves, hydrants, sanitary sewer manholes, and 490 feet of sanitary sewer. Two manholes were added, and an additional 485 feet of sanitary sewer were replaced or relined.

Funded by federal and local funds, the total construction cost for the corridor and roundabout was about $9 million.

SERVICES

- Roadway design
- Drainage design
- Traffic design
- Utility design
- Stakeholder/public outreach

COMPLETION

2014

SAME TEAM

Troy Pankratz, PE
Ayres Associates

REFERENCE

Nathan Beauheim, PE
Former Assistant City Engineer with City of Cheyenne, Wyoming
Civil Engineer II
City of Loveland, Colorado
nathan.beauheim@cityofloveland.org
970-962-2644

AYRES ASSOCIATES

THE MEAD & HUNT APPROACH

PROJECT UNDERSTANDING

Understanding

Colorado State Highway 135 is an important link between Crested Butte and Gunnison, providing access to essential services for residents as well as access to renowned outdoor and recreational opportunities. Brush Creek Road serves several trailheads, residential communities, a golf course, and Buckhorn Ranch airport. The intersection with CO 135 has increasingly become a safety and maintenance issue. Recent construction of new bus stops has also highlighted a need for improved pedestrian and bicycle accessibility. Traffic volumes are anticipated to increase in future years with an affordable housing project site proposed adjacent to the study intersection to address workforce housing challenges for Crested Butte workers and other development plans in and around the Town of Crested Butte. A **concept design study performed by the same Mead & Hunt team** identified a roundabout design with a realignment of Brush Creek Road, enhanced bus stops, and a pedestrian underpass connecting to existing and future trails as the preferred design solution for this location.

Goals

This project will advance the engineering design of a roundabout, underpass, and bus stop to a 50% level to create a safe, efficient, and complete mutlimodal network. **The intersection will serve more than vehicle traffic; it will include a transit stop/hub, connection for existing and future trails, and an entrance to the Whetsone community**. The design effort will include topographic survey, geotechnical investigation, utility investgiation, roadway design, environmental documentation, traffic design, drainage analysis and design, and construction cost estimates. The project will also seek public input and work closely with key stakeholders including CDOT and the Towns of Crested Butte and Mount Crested Butte as well as ongoing County efforts for the Crested Butte south trail and Whetstone housing project. The following technical approach will lead to the development of 50% design plans acceptable to the **County and CDOT to seamlessly advance the project to construction**.

PROJECT APPROACH

Our scope of work will include the following tasks:

Planning, Project Management, and Coordination

KICK-OFF MEETING AND DESIGN OBJECTIVES

Upon receiving formal Notice to Proceed (NTP), Mead & Hunt will schedule a kick-off meeting to discuss data collection efforts, project schedules and key milestone deliverables, and project objectives. At this meeting we will request and review data needs including Whetstone Point site plans, as-built drawings, utility plans, and right-of-way plats for recently acquired properties, and the team will develop a purpose and need statement. In addition, the concept design of the roundabout will be displayed to facilitate discussion of the project design objectives including access needs, design vehicles, known constraints such as Right-of-Way (ROW) and major utilities, multimodal accessibility, and preferred operational objectives. After the kick-off meeting, we will prepare a design criteria summary document with the proposed standards for the project.

Our Approach

PROVEN SUCCESSFUL

First, we listen to our clients' needs and then develop cost-effective mobility solutions to **improve quality of life, reduce congestion, improve travel choices, and enhance safety.** Above all, your success is our success.

PROJECT MANAGEMENT

Mead & Hunt employs professional engineers, planners, and technical staff members who have a proven track record of delivering projects on-time, if not ahead of schedule. Our team understands a well-developed schedule is a vital part of project success and they will be available for the duration of the contract and its specific assigned tasks. Realistic project schedules are discussed at the onset of the projects, developed for use during the design, and include milestones for critical issues. The County's projects will be carefully scheduled and assessed for manpower needs by Troy Pankratz, PE.

Upon receiving NTP, Paul Silberman, PE, PTOE and Troy Pankratz, PE will review and update the project schedule to **ensure work begins within 10 days**. As necessary, we will identify subtasks under each of the major milestone tasks to help define the work required to meet the milestone submittal. Troy will then share the updated project schedule with the County's project manager and discuss the critical path to deliver the project within the scheduled timeline.

Mead & Hunt will provide monthly progress reports documenting progress and action items to be accomplished within

the next month. These reports typically consist of:

- Description of the general project status
- Any concerns or needs that should be or are presently being addressed
- Recommendations or action items
- Pending scope of service modifications

The project schedule will be updated as necessary should project delays or scope revisions occur, and will provide critical information such as actual percent complete versus approved plan percent complete for critical design milestones.

PROJECT IMPLEMENTATION PLAN

Mead & Hunt will develop a **step-by-step project implementation plan and schedule** including project elements required to complete construction. This will include public outreach, stakeholder involvement, agency coordination, plan development, and permitting and approvals. The plan will be a living document further refined throughout the stakeholder involvement process and coordination with the Whetstone Affordable Housing project will be a key component. The final plan will be presented to the Gunnison Board of County Commissioners.

COORDINATION MEETINGS

Mead & Hunt will prepare and submit draft presentation(s) to the County for review, comment, and revision and will support the County in the project outreach by presenting the proposed design to various stakeholder groups. Meetings will be held with the following groups:

- CDOT staff (two meetings)
- Local stakeholders
- Internal team coordination (two meetings)
- Board of County Commissioners

Experienced Experts WITH LOCAL KNOWLEDGE

Mead & Hunt brings a large portfolio of projects similar in complexity, size, and scope. Both Paul Silberman, PE, PTOE and Troy Pankratz, PE, bring their knowledge of Gunnison County, the Brush Creek project, and CDOT standards, processes, and expectations to streamline this project into the next design phase on time and within budget.

Mead & Hunt will facilitate each of these meetings, develop the presentations, and provide any meeting materials (i.e., maps/graphics/ renderings/simulations). We will prepare a point-by-point response to all comments received from CDOT, permitting agencies, stakeholders, and Board of County Commissioners.

DELIVERABLES

- Meeting materials, presentations, agendas, and minutes
- Design Criteria Summary
- Project Implementation Plan and Presentation

Detailed Topographic Survey, Geotechnical, ROW, and Utility Base Mapping

TOPOGRAPHIC SURVEY

Topographic survey, ROW and utility base mapping and designation will be performed by 105 West.

105WEST INCORPORATED

Meetings/Mobilization Coordination

105 West anticipates attending two (2) project team meetings with Mead & Hunt, Gunnison County, and additional agencies as required. As part of this task, 105 West will develop work plans, mobilize staff, and keep the County updated on the survey team's progress and/or any concerns.

Permits/Permission to Enter

105 West will apply for the ROW permits from CDOT and Gunnison County as necessary to perform survey work within the public rights-of-way. As part of this task, 105 West will acquire up to eight (8) permission-to-enter private property forms (as needed) for surveying purposes from the private parcel owners adjacent to the project site. It is our understanding that Gunnison County will address any private landowners who will not grant survey access to 105 West field personnel.

Project Control

105 West will establish horizontal and vertical control monuments based on modified (ground) State Plane coordinates (horizontal) and NAVD 88 (vertical). They will contact the CDOT Region 3 Survey Department and Gunnison County for existing control data along CO 135. 105 West anticipates setting up to eight (8) semi-permanent control points to be used for surveying purposes. As part of this task, 105 West will provide a final project control diagram in CDOT

format, signed and sealed by a Colorado Professional Land Surveyor, suitable for insertion into plan documents.

Topographic Design Survey

105 West will obtain, by field methods, existing, visible planimetric features and topography at a one-foot contour interval. The topographic survey will include existing edges of pavement, curb and gutter, flowlines, curb ramps, sidewalks, paths, street lighting, pavement markings, traffic control signs, guardrail, visible above ground utility features, drainage swales, edge of water, and terrain features within the project limits. The topographic limits will be approximately 600-feet in each direction along CO 135 from the intersection with Brush Creek Road. The width will be 50-feet outside of existing ROW. The Brush Creek Road topographic survey will extend approximately 400-feet with the width being 50-feet outside of existing ROW. To cover the proposed realignment of Brush Creek Road, 105 West will provide a swath of topography 100-feet wide from the proposed centerline of the new road. Along Brush Creek Road to the southwest, the limits will be approximately 200-feet with a width 50- feet outside of existing ROW. All electronic deliverables will be provided in CDOT MicroStation format. In addition, 105 West field personnel will acquire manhole inverts within the limits. Field personnel of 105 West are strictly forbidden to enter any manhole or subsurface access to obtain invert elevations, pipe diameters, or directions of flow; therefore, invert measurements must be obtained from outside of the manhole or invert.

Preliminary Ownership/ROW Map

To determine the ROW adjacent to the project limits, 105 West will obtain subdivision plats, ROW plans, land survey plats, and vesting deed information for approximately 10 parcels along the project corridor including any agreements recently signed by the County for publicly acquired parcels. signed by a Colorado license Geotechnical engineer.

Based on this information, 105 West will survey a combination of aliquot land corners, ROW monuments, and property evidence associated with the adjoining parcel deeds and prepare a preliminary ownership/ROW map for the subject intersection. All electronic deliverables will be provided in CDOT MicroStation format.

GEOTECHNICAL

Yeh & Associates will be using their CDOT expertise to provide a comprehensive CDOT-format geotechnical Investigation, technical report, and pavement recommendations. Yeh has completed geotechnical investigations and reports for hundreds of CDOT projects, including for Region 3. Yeh will also provide all traffic control necessary for the field investigation.

Yeh and Associates, Inc.
Geotechnical • Geological • Construction Services

Subsurface Investigation

Yeh will conduct a subsurface investigation consisting of drilling up to 14 borings with a truck-mounted, auger or ODEX-equipped drill. Eight borings are planned for the underpass structure and associated retaining walls, and will be drilled to a maximum depth of 25-feet below existing grades. Six pavement borings will be drilled at depths of up to 10-feet in the areas of the roundabout and approaches. The borings will be backfilled upon completion with cuttings and non-shrink cement grout. Soil samples will be obtained from each boring at selected intervals using a California sampler and a standard split-spoon sampler. Bulk samples will be collected below the pavement sections to a depth of 10-feet below existing grade. The soil and bedrock (if encountered) samples will be inspected by an engineer and subjected to appropriate laboratory testing.

Testing and Reporting

Yeh will coordinate laboratory testing to evaluate engineering characteristics of the soils for use in design of the underpass and retaining walls as well as pavement thickness recommendations for improved sections. Testing will consist of classifications, strength and expansion properties, and corrosivity, in accordance with AASHTO, CDOT, and Gunnison County design requirements.

Yeh will prepare a geotechnical investigation report that includes the following:

- Exploration location map and engineering geology sheets, as appropriate
- Boring logs and a description of site and subsurface conditions
- Laboratory test results
- Geotechnical recommendations for the underpass structure and retaining walls
- Recommendations for embankment, retaining wall, roadway construction and site grading
- Pavement design recommendations

DELIVERABLES

- Base plan prepared by a professionally licensed surveyor illustrating the above features
- Project control monuments (up to eight) and a signed and sealed project control diagram
- Preliminary ownership/ROW map
- Geotechnical report signed by a licensed CO Geotechnical PE
- Pavement design report

Geometric, Grading and Drainage Design 30% Design Level

GEOMETRIC EVALUATION AND HORIZONTAL DESIGN

Mead & Hunt will refine the conceptual geometric design of the project to incorporate information from the kick-off meeting and purpose and need. Led by Troy Pankratz, PE, Mead & Hunt's Colorado licensed roadway engineers will develop a 30% level horizontal design plan document of the roundabout intersection improvement as follows:

- Mead & Hunt will prepare roundabout design plans for the intersection, adhering to NCHRP Report #672 and CDOT design guidelines.
- The design will include roadway improvements, curb lines, medians, sidewalks, shred use paths, retaining wall structure locations and preliminary grading slope impacts
- The roundabout will be designed to accommodate WB-67 design vehicles as well as any identified Oversize/Overweight, vehicle needs
- Pedestrian infrastructure including sidewalks, crosswalks, curb ramps and the underpass structure size and location
- Preliminary grading design of the intersection
- Drainage patterns, storm sewer trunk lines, outfall locations, and stormwater treatment locations will be shown
- Preliminary impacts to ROW, major utilities and environmental features will be shown on the plan and a summary matrix of impacts and potential mitigation. In addition, we will also consider adverse effects on non-motorized modes and driveway or business access. The need to purchase additional ROW and easements will also be identified as part of this task.

This 30% design will be displayed on a single large format 'roll plot' for ease of interpretation.

DELIVERABLES

- 30% Design Elements depicted on a single 'roll plot' drawing
- Summary matrix of impacts and potential mitigation

Geometric, Grading and Drainage Design 50% Design Level

Mead & Hunt will prepare preliminary construction plans of the selected alternative complete with roadway configuration, grading, and utilities at a 50% completion level.

HYDRAULICS AND DRAINAGE

Although the project area enjoys significant favorable natural grade toward the Slate River, drainage will still be a challenge as we route flows around and under a variety of obstacles between the roadway and the higher ground adjacent to it, including the roundabout legs. Getting stormwater into a ditch or inlet will not be the challenge; finding a suitable outfall for it will be. The Mead & Hunt team knows **erosion prevention at Slate River will be a critical aspect for CDOT.** In addition, the pedestrian underpass and trail drainage will require creative design solutions. Ayres' nationally-recognized water resources and hydraulics experts will provide exceptional support, reviewing the overall contributing basin to begin the drainage design with a firm understanding of all issues at hand.

AESTHETICS, LANDSCAPING, AND LIGHTING

While structure and roadway functionality is the primary goal of this project, we understand aesthetics are an important priority for the County. Ayres will work with you to aesthetically tie the project to existing treatments in Crested Butte and/or along the existing trail system in Gunnison. We specifically try to blend our projects with the surrounding natural elements to enhances the environment instead of interrupting it.

In addition to structural design treatments, the roundabout, bus stops, underpass, and trail alignment present a unique opportunity for the County to add valuable and attractive "green" space adjacent to the road and along the trail, providing a visual buffer and highlighting the flow of the trail. We focus on **low-water, low-maintenance, draught-resistant native shrubs and tall grasses and hardscape like native rock mulch**.

Our team has designed hundreds of projects that incorporate aesthetic enhancements with minimal additional costs. Simulated stone masonry, concrete staining, surface texturing, decorative railings, and lighting accents enhance structure appeal and complement neighboring natural features. Ayres will work closely with the County to narrow down the wide range of possibilities to a preferred, **easy-to-incorporate**

treatment that beautifies all three structures for the community and ties in nicely to the existing features of the area.

We will identify appropriate lighting needs including fixtures and pole locations for the intersection, sidewalks, underpass and bus stops.

STRUCTURAL

Ayres' structural staff is well versed in application of CDOT-standard box tunnel underpass structures and working with those standard structures in developing either standard or custom wingwalls and aesthetic treatments. This project application will require drainage analysis to be a critical structure design factor. Ayres will develop a layout for the underpass that minimizes inflow of surface flow, which then must be removed or mitigated. This will present some challenges, as the underpass will be the low point of the entire project area. Common mitigations for inflow include French drains, either to a pipe or to an underground infiltration basin located away from the structure to minimize ground swelling. Luckily, **the area has good elevation fall towards the Slate River**, and our structural staff will work closely with the drainage staff to develop a complete drainage system to route flows away from the road, the trail, ADA ramps, and the underpass.

Erosion Experts

The Ayres team excels at erosion preventation practices with nationally-recognized water resources and hydraulics experts on hand to review the overall contributing basin at the site.

As identified during the concept design, ADA/sidewalk connections to the bus stops will likely require the use of retaining walls, both to reduce impact to adjacent property (outside of the trail), and potentially to achieve necessary grades between the trail and the bus stop. A significant consideration will be the accessibility of snow removal and other maintenance vehicles (of any type) which will have significantly larger widths and turn radii than bikes. In addition, any retaining wall will be fully compatible with potential future trail extensions to the east. Minor structural elements will include pedestrian rail along the upper portions of the trail near the bus stops and down the stairs.

Construction Phasing

The preliminary layout indicates that with some temporary lane shifts on the existing pavement, **a little over half of the structure can be constructed in a single phase**. That will be enough to provide a full three lanes shifted back over the new underpass to allow construction of the remaining portion.

50% DESIGN

Mead & Hunt will perform preliminary engineering of the recommended improvements to include general details of construction, a layout of all recommended improvements, and a phasing plan to implement the improvements in a logical order. The steps to complete 50% design include:

- Title sheet with general notes to be approved and signed by the reviewer
- Typical Sections
- Roadway Pavement Details: Prepare standard roadway pavement details and notes. Geotechnical investigation and design will not be prepared during this stage.
- Prepare Roadway Design: The proposed improvements will include the roundabout circulating roadway, approach tapers, splitter islands, new curb and gutter, ADA ramps, sidewalk/ bike lanes, and grading limits. Plans will show storm drain and SWM facilities layout.
- Preliminary roadway design model and develop proposed cross sections and grading
- Roadway plans with the existing topo features, proposed improvements, horizontal alignment, and construction notes on the plans. The roadway plan will include construction and quantity notes and identify any property outside of the County and CDOT rights-of-way, if any.



MEAD & HUNT'S BRUSH CREEK CONCEPT DESIGN PUBLIC MEETING

- Roadway profiles
- ROW needs, including limits of disturbance, grading and temporary and permanent easements identified and quantities calculated
- Structure design and details for the box culvert pedestrian underpass and retaining walls
- Bus stop design including signing, shelter, power, bike racks, landing pad and pullout
- Traffic Design
  - Pavement Marking and Signage: We will prepare the pavement marking and signage plans and index of quantities sheet. These will indicate the speed reduction areas and location of all roundabout signage, pedestrian and bicycle signage and marked crossings, and advanced intersection signage.
  - Lighting layout and fixture details for the roadway, bus stops, sidewalk and underpass
  - Maintenance of Traffic (MOT) Concept: Prepare conceptual plans to show construction phases, work area and traffic flow.
- Landscape plans including planting types, locations and schedules
- Perform internal quality control and quality assurance (QC/QA) and submit 50% design plans and cost estimate
- Point-by-point response to 50% design review comments.
- Post 50% Design Review Plans - We will revise design plans per 50% design review comments related to geometrics and grading and submit revised 50% design plans
- Value Engineering to reduce costs and maintain project design goals

Mead & Hunt will submit the 50% plans drawings to County and State agencies for review. Our team will address comments within the preliminary engineering scope as mentioned above.

BASIS OF DESIGN MEMORANDUM

Mead & Hunt will summarize the basis of design including key design features, design criteria and any design waivers into a technical memorandum. All memos will be delivered in electronic PDF format and original Microsoft Office format.



BRUSH CREEK STUDY AND CONCEPTUAL DESIGN

The Mead & Hunt team shifted site plans and local road network to configure optimal roundabout location and minimize impacts while incorporating pedestrian and bicycle connections to RTA bus stops and the regional trail network.

Added Value

Ayres provides their own dry vac truck; the collected material from potholed utilities goes back into the hole, with no sludge to dispose of in a landfill. In addition, the SUE crew is trained to perform the required survey of each hole location and utility depth.

Determination of ROW Needs, and Utility Conflicts

ROW NEEDS

Mead & Hunt will clearly identify impacts on ROW including the need for acquisition and construction easements.

UTILITIES

There are no overhead utilities in the project vicinity but several underground communications lines (copper and fiber), electrical lines, and a natural gas line run along the north and south ROW (the direction of proposed realignment). Along with fiber, the gas line includes significant surface facilities in the east quadrant of the existing intersection that may need to be relocated or may lead to minor design revisions.

Basic utility plans will identify existing utility infrastructure and flag critical conflicts. Ayres will coordinate a detailed SUE locate request, and a topographic survey will be performed to collect marked locate information provided by utilities. From the combined utility records and collected survey data, Ayres will generate accurate mapping to identify potential and known conflict points, and to inform the horizontal and vertical design of the roadway and trail elements.

To meet CDOT requirements, we will anticipate the SUE work needed to complete QL-B and QL-A levels during the final design phase. While our team does not intend to increase the scope of SUE work during this phase, we will provide time-saving practices to streamline the project into the next phase.

DELIVERABLES

- 50% Design Plans
- Point-by-point response to 50% design review comments
- CADD files of designs and drawings, as well as all reference files, as requested.
- Technical Memorandum, including all methodologies and assumptions used to develop the proposed recommendations and design, the technical analysis, findings, graphics, tables, charts, drawings, and calculations, and a summary of the geometric design features including vehicle paths, turning templates, and entry angles

Environmental Assessment and Permits

Our environmental specialists will work cohesively with the design team and relevant outside agencies to ensure the following environmental analyses are included in the development of the plans, to achieve a completed Cat-Ex Clearance:

1. Section 404 Permit: Wetlands and waters of the US impacts may occur for drainage grading and treatments near the Slate River. It is assumed that a Nationwide Permit 14 will be obtained for the work.
   i. A wetland delineation, findings report, and PCN will be provided to the USACE for permit authorization
   ii. Development of riparian and wetland restoration elements into the grading and outfall design. Temporary impacts are assumed to be revegetated on site. If compensatory mitigation is required, wetland banking credits are recommended.
2. Threatened and Endangered (T&E) and State Sensitive Species Review: if a 404 Permit from the USACE is required for drainage or grading impacts to the Slate River, T&E evaluation will be required. The Migratory Bird Treaty Act (MBTA) regulates impacts to active nests which may be present under the existing bridge.
   i. Review the site for noxious weeds, migratory birds, state listed, and T&E species habitat or presence.
   ii. A T&E summary report and proposed mitigation measures will be prepared for submission to the USACE. They may require a Biological Assessment (BA) in order to determine formal impacts. This scope includes a BA as an option, if necessary.
   iii. MBTA specifications will be developed to manage nest removal on the structure (or work restrictions).
3. Hazardous Materials - Initial Site Assessment (ISA)
   i. Generate an ERIS (Geosearch) radius report for the corridor and within ½ mile of all proposed construction and provide a short summary memo of result to aid in design and ROW impacts.
   ii. This does not include asbestos or lead-based paint analysis of any structures. The contractor can coordinate prior to bridge demolition permit application to CDPHE.
4. Historic Resources: the 404 Permit will also require a review of potential impacts to cultural resources within the footprint of 404 permitted work. Ayres will consult with the state's Compass Database to review the site. It is assumed the 404 work will have no impact to NHRP eligible resources.

ASSUMPTIONS

- Environmental staff (one person) attendance at three design coordination meetings
- Environmental review of plans and specifications
- May affect but not likely to adversely affect or less determination for PMJM
- NPW 404 coverage
- No formal on-site wetland mitigation plans beyond temporary impact restoration and/or PMJM mitigation plantings
- No adverse historic impacts or Section 106 SHPO Consultation. Only Compass File research
- No Phase 1 hazardous materials investigations

Opinion of Probable Cost

The Mead & Hunt team will tabulate construction quantities and develop a comprehensive construction cost estimate using 2021 and 2022 CDOT cost data and appropriate contingencies based on anticipated construction dates. We routinely review recent competitive bids and adjust unit pricing to account for the current bidding environment. Our in-house construction specialists will conduct a constructability review of the plans to suggest cost-saving measures.

PUBLIC INVOLVEMENT

Mead & Hunt will prepare and conduct two (2) public meetings. Our staff have been involved with dozens of high-profile projects including strategic transportation plans, corridor studies, transit planning studies and streetscape projects to traffic calming, development applications, and safety studies. Our staff has given presentations to Mayors, Council members, State Delegates and Senators, Directors of Public Works, Planning and Zoning board members, and Special Task Forces, in addition to public meeting presentations.

For each public meeting, we will work with the County to identify the meeting logistics including location, announcements, format, and presentation materials. We recommend both in-person and online public engagement to create a unique, inclusive, and interactive outreach effort.

We will prepare presentations and conduct public workshops where participants can ask questions directly to project engineers. In addition to providing base maps and presentations, we will develop questionnaires, display boards, and 3-D renderings. Our capabilities extend to developing project material for the County to advertise on social media, community virtual bulletin boards, and email distribution lists. Mead & Hunt will also solicit stakeholder feedback outside



VIRTUAL PUBLIC MEETING ROOM BY MEAD & HUNT

of public meetings. A simple and clear way to generate feedback from a wide cross-section of residents is through online surveys (e.g. ConstantContact or Survey Monkey) or through the creation of an interactive mapping website, such as an on-line GIS mapping interface, where residents can, at their leisure, provide precise geo-located feedback with commentary. Lastly, our team is experienced in developing targeted pop-up outreach efforts for underrepresented populations (e.g., non-English speaking persons, transit riders) to meet them where they are and solicit their input.

RENDERINGS AND VISUALIZATIONS

Mead & Hunt uses state of the art design tools to provide high quality project renderings and visualizations. This service assists our clients, project stakeholders, and the public to fully understand project design elements and impacts in three and four dimensions.



MEAD & HUNT'S DESIGN FOR THE UNDERPASS AND ADA RAMPS/ SIDEWALKS WILL ENSURE A SAFE, INVITING AND OPEN CONNECTION | GUNNISON COUNTY



RENDERING SHOWCASING ENTRY/EXIT ON ROUNDABOUT | TOWN OF DILLON, CO

Budget

C

BUDGET

	LABOR CLASSIFICATION								
	Project Manager	Civil Engineer	Project Engineer	Design Engineer	Engineering Technician	Subtotal Hours	Subconsultants / Expenses	Subtotal Fees	Total Fees
	$ 230.00	$ 200.00	$ 145.00	$ 125.00	$ 110.00				
Task 1: Planning, Project Management, and Coordination						**152**			
Project Management	20	0	0	0	0	20	$0.00	$ 4,600.00	
Kick-Off Meeting	10	10	0	4	0	24	$901.50	$ 5,701.50	
Manage Project Quality	6	12	0	0	0	18	$0.00	$ 3,780.00	
Manage Project Risks	4	2	0	0	0	6	$0.00	$ 1,320.00	
Project Meetings (CDOT-2 and Local Stakeholders-1)	18	18	0	4	0	40	$1,393.25	$ 9,633.25	
Internal Meetings (2)	14	8	0	0	0	22	$1,475.25	$ 6,295.25	
Develop & Present Project Implementation Plan to BOCC	6	16	0	0	0	22	$450.75	$ 5,030.75	
								$ -	**$ 36,360.75**
Task 2: Topographic Survey, Geotechnical Investigation, and Base Mapping						**6**			
Topographic Survey and ROW Map						0	$ 56,640.00	$ 56,640.00	
Geotech (truck mounted auger) and Pavement Design						0	$ 47,335.00	$ 47,335.00	
Develop existing digital terrain model	0	0	0	6	0	6		$ 750.00	
								$ -	**$ 104,725.00**
Task 3: Geometric, Grading, and Drainage Design: 30% Design Level						**197**			
Preliminary design and development of large format plan	2	49	106	20	20	197		$ 30,330.00	
								$ -	**$ 30,330.00**
Task 4: Geometric, Grading, and Drainage Design: 50% Design Level						**421**			
Roadway	2	28	102	40	14	186		$ 27,390.00	
Cross Sections	0	4	40	8	0	52		$ 7,600.00	
Traffic Control and Staging	0	4	20	32	16	72		$ 9,460.00	
Signing and Pavement Marking	0	0	9	4	16	29		$ 3,565.00	
Street Lighting	0	0	24	40	0	64		$ 8,480.00	
Erosion Control and Landscaping						0	$ 25,000.00	$ 25,000.00	
Structure Design						0	$ 25,000.00	$ 25,000.00	
Drainage						0	$ 28,500.00	$ 28,500.00	
Basis of Design Memorandum	1	3	10	4	0	18		$ 2,780.00	
								$ -	**$ 137,775.00**
Task 5: ROW & Utility Coordination						**7**			
ROW Identification	1	2	4	0	0	7		$ 1,210.00	
Utility Coordination						0	$ 4,000.00	$ 4,000.00	
								$ -	**$ 5,210.00**
Task 6: Environmental Assessment and Permits						**0**			
Environmental Assessment and Permits						0	$ 15,000.00	$ 15,000.00	
								$ -	**$ 15,000.00**
Task 7: Opinion of Probable Cost						**0**			
Develop Opinion of Probable Cost						0	$ 6,000.00	$ 6,000.00	
								$ -	**$ 6,000.00**
Task 8: Public Process						**101**			
Prepare and Conduct 2 Public Meetings	12	16	10	0	0	38	$901.50	$ 8,311.50	
Renderings and Visualizations	1	2	0	20	40	63		$ 7,530.00	
									$ 15,841.50
TOTAL	**97**	**174**	**325**	**182**	**106**	**884**			**$ 367,083.75**

PER-HOUR RATE SHEET

EMPLOYEE	HOURLY RATE
PROJECT MANAGER	$230.00
CIVIL ENGINEER	$200.00
PROJECT ENGINEER	$145.00
DESIGN ENGINEER	$125.00
ENGINEERING TECHNICIAN	$110.00

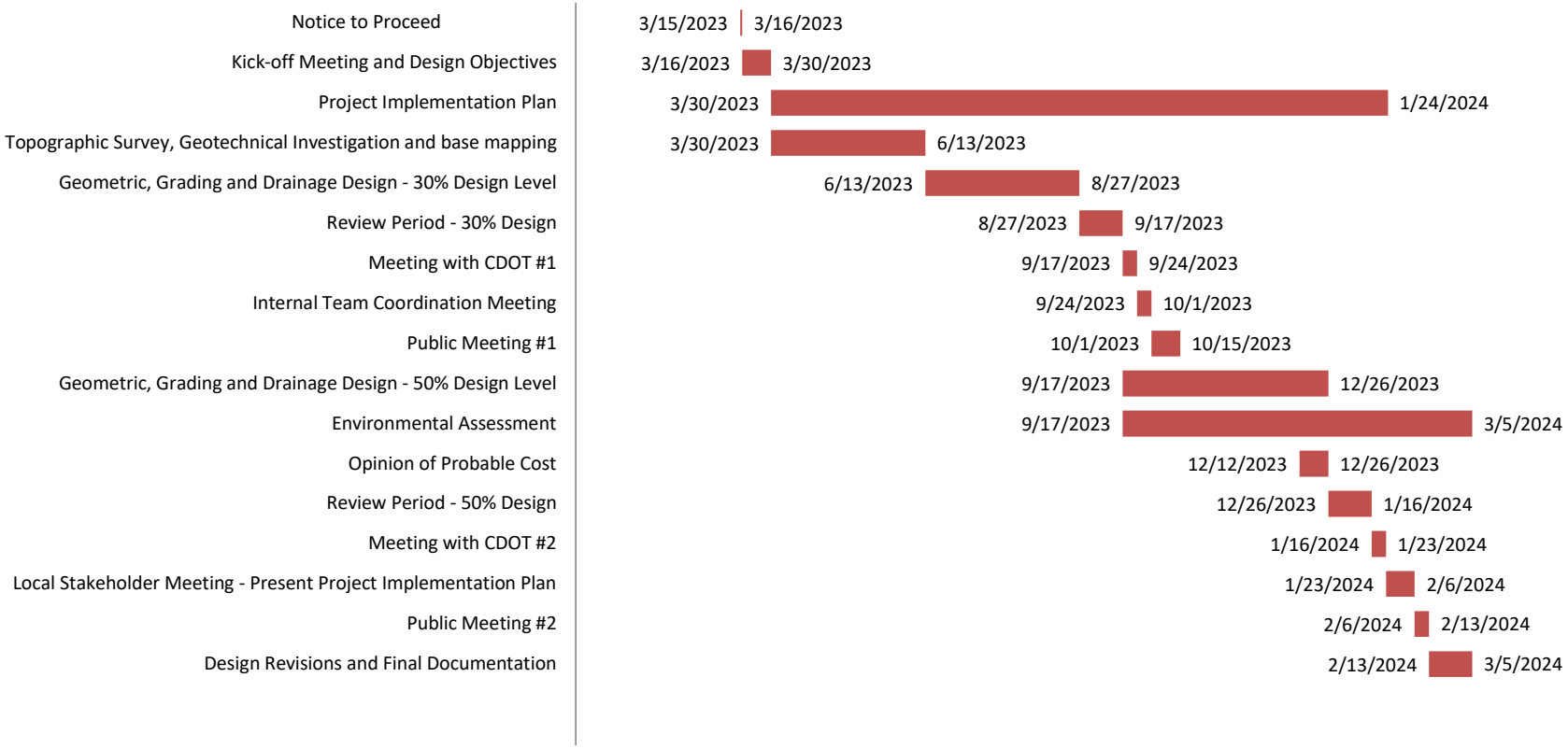
Timeline

D

DESIGN SCHEDULE: BRUSH CREEK INTERSECTION 50% PLAN

No.	Task	Preceding Task	Start Date	Duration (days)	End Date
0	Notice to Proceed	0	3/15/2023	1	3/16/2023
1	Kick-off Meeting and Design Objectives	0	3/16/2023	14	3/30/2023
2	Project Implementation Plan	1	3/30/2023	300	1/24/2024
3	Topographic Survey, Geotechnical Investigation and base mapping	1	3/30/2023	75	6/13/2023
4	Geometric, Grading and Drainage Design - 30% Design Level	3	6/13/2023	75	8/27/2023
5	Review Period - 30% Design	4	8/27/2023	21	9/17/2023
6	Meeting with CDOT #1	5	9/17/2023	7	9/24/2023
7	Internal Team Coordination Meeting	6	9/24/2023	7	10/1/2023
8	Public Meeting #1	7	10/1/2023	14	10/15/2023
9	Geometric, Grading and Drainage Design - 50% Design Level	5	9/17/2023	100	12/26/2023
10	Environmental Assessment		9/17/2023	170	3/5/2024
11	Opinion of Probable Cost		12/12/2023	14	12/26/2023
12	Review Period - 50% Design	9	12/26/2023	21	1/16/2024
13	Meeting with CDOT #2	9	1/16/2024	7	1/23/2024
14	Local Stakeholder Meeting - Present Project Implementation Plan	10	1/23/2024	14	2/6/2024
15	Public Meeting #2	11	2/6/2024	7	2/13/2024
16	Design Revisions and Final Documentation	14	2/13/2024	21	3/5/2024

DESIGN TIMELINE: BRUSH CREEK INTERSECTION 50% PLAN



Mead & Hunt Point of Contact

E

MEAD & HUNT POINT OF CONTACT

Paul Silberman, PE, PTOE will be Gunnison County's point of contact throughout the project. He is **currently working with Gunnison County** as the Project Manager for the Brush Creek Road Roundabout conceptual design and will be immediately available to the County to bring the project into the next phase seamlessly. Mead & Hunt has teamed again with subconsultants Ayres Associates, 105 West, and Yeh and Associates to ensure a smooth project delivery.

EXPERTISE

Mead & Hunt's Transportation Planning Group is led by Paul. He has managed roundabout studies and designs for counties, cities, and state Departments of Transportation. Paul ensures he and our traffic engineers stay abreast of the latest updates to roundabout design standards.

PROJECT MANAGEMENT EXPERTISE

Paul has extensive expertise managing transporation projects including roundabouts and intersections. He is adept at incorporating stakeholder desires and balancing community feedback with the design while meeting the County's needs and coordinating with subconsultants.

PUBLIC OUTREACH/COMMUNITY ENGAGEMENT

Paul exceeds at public outreach and community engagement efforts and is experienced with a variety of outreach methods including:

- ✓ In-person and virtual public meetings, town halls, focus group meetings
- ✓ Breakout rooms
- ✓ Web-based surveys
- ✓ Project websites
- ✓ Print-ready webpages
- ✓ Mobile platforms
- ✓ Press releases, newsletters
- ✓ Podcasts
- ✓ "WalkShop" and pop-up outreach
- ✓ State-of-the-art graphics for visual aids and displays
- ✓ Social media platforms such as "Bang the Table"



↳ Your Point of Contact

Paul Silberman, PE, PTOE
Project Manager
paul.silberman@meadhunt.com
999 18th Street, Suite 2300s
Denver, CO 80202
443-741-3697

✓ 26 years

of engineering experience

Colorado Experience

Gunnison County
CDOT
City of Denver
Town of Windsor
City of Wheat Ridge
City of Pueblo
Town of Dillon
City of Glenwood Springs
City of Grand Junction
Town of Rangley
Town of Wellington
Adams County
Pitkin County



Mead & Hunt

EXPERIENCE EXCEPTIONAL

120' Radius

Realigned
Brush Creek Rd

170' Radius

Existing Brush Creek Rd
To Be Removed

4.00% Ramp Slope

Proposed Bus Stop

Potential Future
Trail Extension

5:1 Taper

3:1 Taper

12'

60'

19'

8'

13'

20'

18'

140'

18'

19'

14' Deep & 10' Wide
Pedestrian Underpass

10:1 Taper

12'

22'

CO 135

3:1 Taper

4.40% Ramp Slope

Potential Future
Trail Extension

Secondary
Whetstone
Entrance

Driveway To Be Closed

18'

18'

Retaining Wall

Whetstone Public Street

Mead & Hunt

Brush Creek Proposed Roundabout

50' 0 50' 100'
SCALE: 1"=50'

OPERATOR$USERNAME$PLOTTED: $DATE$
FILE NAME$FILE$

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for County Fencing Removal; Backcountry H

Action Requested: Motion

Parties to the Agreement:

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

Summary:

For your review; an email description of the project, a list of the organizations involved and status of their approvals, and a map of the proposed fence removal.

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:
Legally sufficient. SO 4/13/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 4/13/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/13/2023

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

Agenda Date: 4/18/2023

Revised April 2015

COMMUNICATIONS WITH KEY PROJECT PARTNERS FOR FENCE REMOVAL APPROVAL

Project Background: In the past, Colorado Parks and Wildlife (CPW) District Wildlife Manager Chris Parmeter (now retired) was working on a plan to remove fencing at Western Colorado University and the surrounding Signal Peak area with assistance from the local BHA chapter, but with COVID they were unable to complete that project. The state BHA chapter plans on having a large volunteer group for a weekend event May 19-21, with a stewardship workday on May 20th for fence removal.
Anticipated Benefits: This was a project of interest for CPW because this is a great winter range area for big game, and because there are a couple of nearby Gunnison sage-grouse leks. Fences running north to south are particularly difficult for the federally listed Gunnison sage-grouse to see when they are flying low over hills at sunrise and sunset, as these fences which are proposed for removal are aligned, which contributes to a substantial collision risk.

Bureau of Land Management

Main Point(s) of Contact: Rangeland Management Specialist Tara De Valois and Wildlife Biologist Kathy Brodhead

Grazing Activity: The BLM has an active grazing allotment (Sheeps Gulch) to the north of the proposed project area. The allotment is not used often because water is scarce, but the boundary fencing on the BLM must remain in place to avoid having cattle from the allotment moving into the state and private lands to the south.

Status of Permission: De Valois stated that for the remainder of the proposed project area outside of BLM lands, "[if] the BLM does not control those fences, and as long as they are not boundary fences with the BLM, they should not affect the grazing management of the BLM". She also stated the priority fences "are on private and state land and are not within a BLM grazing allotment, so the BLM has no interest in or control of those fences."

Western Colorado University

Main Point(s) of Contact: Associate Professor of Wildlife and Conservation Biology Dr. Pat Magee and Associate Vice President of Campus Operations and Construction Sherry Ford

Grazing Activity: No known grazing but some cattle do move up the Canal Trail though cattle guards, gates, and bike roll overs should prevent the cattle from entering WCU lands though some of the fence is in poor condition.

Status of Permission: Magee supported fence removal projects. Ford also said WCU would support the project, and would allow UTV access to retrieve fencing materials for disposal as long as it is not too muddy on site.

Colorado State Land Board

Main Point(s) of Contact: Southwestern Representative Courtney Hurst

Grazing Activity: There is no current grazing activity.

Status of Permission: Application for a special use permit was submitted in early April and should be approved soon as Courtney did not have any concerns about the project.

Gunnison County Commissioners

Main Point(s) of Contact: Gunnison County Commissioner Liz Smith, Gunnison County Manager Matthew Birnie

Grazing Activity: The BoCC land is under a conservation easement and does not currently have any permitted grazing activity.

Status of Permission: Aleshia Rummel has been coordinating with Smith, and the BoCC may require a work session for approval of the proposed plan, dependent on more detailed information about the fence removal proposal, including grazing information, other partners and their approval process status, and benefits of the project. This document is submitted to Smith and Birnie on April 12, 2023 as documentation of the requested information.

Gunnison Valley Properties LLC

Main Point(s) of Contact: Jeff Prosapio (Five Four Company)

Grazing Activity: No active grazing

Status of Permission: Would like to review fence sections for priority, and identify sections that need to remain intact to keep the active construction site secure. Waiting for further spring snowmelt to assess the site and conditions.

Melanie Bollig

Subject: FW: [External Email]Re: Fence removal project
Attachments: Communications and Partner Status.docx; Fence Removal Project_May2023 (v2).pdf

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From: Rummel, Aleshia - FPAC-NRCS, CO <Aleshia.Rummel@co.nacdnet.net>
Sent: Wednesday, April 12, 2023 11:07 AM
To: Matthew Birnie <MBirnie@gunnisoncounty.org>
Cc: Elizabeth K. Smith <EKSmith@gunnisoncounty.org>; Brittany Parker <Parker@backcountryhunters.org>; Chris Parmeter <coffeepot13@hotmail.com>
Subject: FW: [External Email]Re: Fence removal project

[EXTERNAL SENDER - USE CAUTION]

Hi Matthew,

I was approached by Backcountry Hunters and Anglers (BHA) about an event they are having May 19-21, with a fence removal work day on May 20. Chris Parmeter (retired from Colorado Parks and Wildlife) had originally worked with the local BHA chapter here in Gunnison about removing fences in the Signal Peak area (specifically on Western Colorado University lands) because many of those fences are not currently functional and do not have grazing leases. Additionally, CPW was interested because this is winter range habitat for big game and these loose fences pose an entanglement risk for deer and elk. There are also active leks in the area, and the fences run north-south, which can be difficult for low-flying sage-grouse to see when they are flying in the morning and evening, therefore creating a collision risk.

So far, we have permission from Western Colorado University and the Colorado State Land Board to remove fences within and bordering their lands (see attached map – parcels shown in red with current permissions). The BLM is shown in the tan/yellow color to the northeast and they do have an inactive grazing lease, so all fences bordering the BLM would remain. The green parcel is part of Gunnison Rising, and we are currently working with them to see if there is also potential to access their land, but communications with them are quite slow. The final piece of land in the northwest part of the map, shown in blue, is owned by the Gunnison County BoCC (as it says in the assessor's web map). My understanding currently is that although the BLM has an inactive grazing lease, all other grazing on WCU, CO State Land Board, County, and Gunnison Rising land would be trespass grazing.

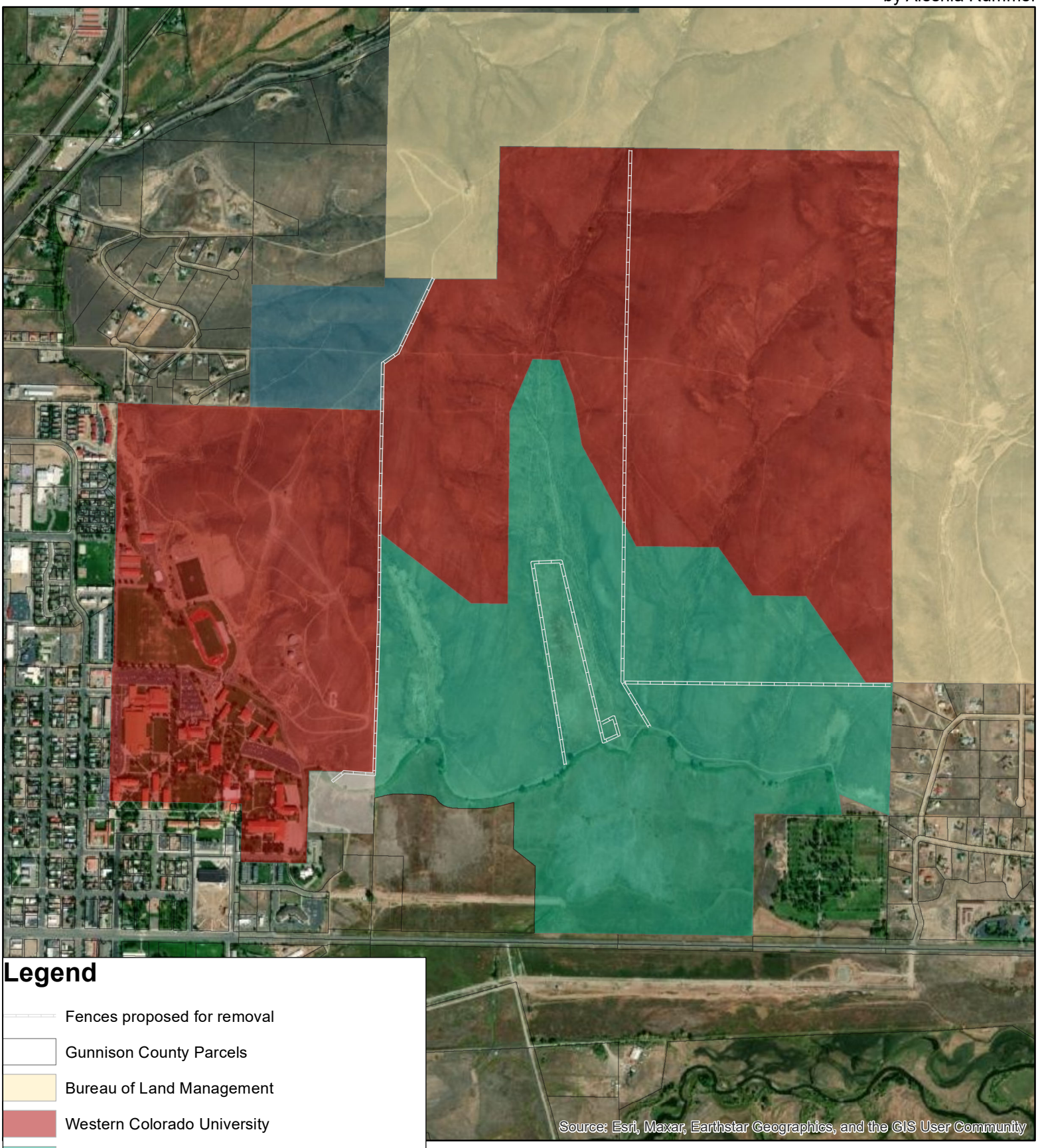
I have attached the list of contacts I have for each organization and the conditions and status of their approvals for the project as a whole. I've also copied Chris Parmeter and Brittany Parker (BHA) if you have any questions for them. Please let me know if Gunnison County would be interested in having BHA involved in removing fencing from the border between the County parcel and the State Land Board/WCU parcel on May 20, and/or if any roads or trails could be used during the event for volunteer access to sites and for UTVs to remove materials from the sites for disposal. Please let me know what steps or additional information might be needed next.

Thanks,

Aleshia

Fences Proposed for Removal May 2023 by Backcountry Hunters and Anglers

February 8, 2023
by Aleshia Rummel



Legend

- Fences proposed for removal
- Gunnison County Parcels
- Bureau of Land Management
- Western Colorado University
- Gunnison Valley Properties LLC
- Gunnison County Board of County Commissioners
- Western Colorado University
- WCU Foundation

0 0.125 0.25 0.5 Miles

N
W E
S