

- 1 - Agenda, BOCC reg mtg, Nov 21, 2023
- 2 - Public Hearing; Colorado Liquor Retail Lic Appl - Red Mountain Liquor, CB
- 3 - BOCC Scheduling Calendar, Nov 21, 2023
- 4 - consent 1 - CDPHE Purchase Order, for West Central Public Health Partnership
- 4 - consent 2 - Third Supplemental Condo Declaration for Stallion Park Condos
- 4 - consent 3 - Resolution 2023-23- Adjusting Landing Fees for Air Carriers at GUC airport
- 4 - consent 4 - Resolution 2023-24, Authorizing CM to Sell Lots to CB Fire Protection Distr
- 5 - Treasurer's Reports
- 6d - Vouchers and Transfers - Oct 2023 Cash Transfer Report
- 6e - Vouchers and Transfers - Sales Tax, LMD Reports
- 7 - MOU, US Dept of Interior, BLM, Uncompahgre Field Office and Gunnison Co - for RMPA and EIS study
- 8 - Marble Crystal River Chamber, 2024 Budget Overview

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, November 21, 2023

Page 1 of 2

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

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

- 8:30 am
- Call to Order
 - Public Hearing; Colorado Liquor Retail License Application; Red, White & Booze LLC dba Red Mountain Liquor, 81 Gillaspey Ave, Crested Butte, Colorado
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:40 am
- Call to Order; Agenda Review
 - Scheduling
 - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Approval for a Colorado Department of Public Health & Environment (CDPHE) Purchase Order; Gunnison County Health and Human Services, on behalf of the West Central Public Health Partnership; to improve public health capacity; 11/02/2023 - 6/30/2024; \$54,000
 2. Approval for the Third Supplemental Condominium Declaration for Stallion Park Condominiums; part of the process for the BOCC-approved Townhomes Plat; Stallion Park Condominiums, Elk Valley 65 and Elk Valley 85 Buildings; Situated in the E 1/2 of Section 7, Township 14 South, Range 85 West of the 6th Principal Meridian, Gunnison County; Gunnison County, Applicant; Approved 11/07/2023
 3. Approval for Resolution 2023-23; A Resolution of the Board of County Commissioners ("BOCC") of Gunnison County, Colorado, Adjusting Landing Fees and Other Fees for Air Carriers at the Gunnison-Crested Butte Regional Airport ("Airport")
 4. Approval for Resolution 2023-24; A Resolution Authorizing the County Manager to Sell Lots EM2 and EM3, Larkspur Subdivision in Crested Butte, Colorado, to the Crested Butte Fire Protection District
 - Treasurer's Reports
 - Vouchers and Transfers:
 1. October 2023 Accounts Payable Report
 2. September 2023 Purchase Card Report
 3. October 2023 Purchase Card Report
 4. October 2023 Cash Transfer Report
 5. Sales Tax - LMD Reports
- 8:47
- Approval for a Memorandum of Understanding Among the U.S. Department of Interior, Bureau of Land Management, Uncompahgre Field Office and Gunnison County; for Development of the Uncompahgre Field Office Resource Management Plan Amendment and Environmental Impact Statement
 - Funding Request; Short-Term Rental Legislation
- 9:00
- Marble Crystal River Chamber; 2024 Budget Overview

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

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, November 21, 2023

Page 2 of 2

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

- 9:20 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**

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

ZOOM MEETING DETAILS:

Join Zoom Meeting: <https://us02web.zoom.us/j/82753657556?pwd=MjNDbTZHTFNRVdDemZjdC91aVBIZz09>

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing; Colorado Liquor Retail License App

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Red White & Booze LLC Red Mountain Liquor

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 11/16/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 11/16/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/17/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 11/21/2023

Colorado Liquor Retail License Application

received
9-28-23

* Note that the Division will not accept cash Paid by check Paid online

Uploaded to Date
 Movelt on

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
Red White & Booze LLC 93-2452021

2a. Trade Name of Establishment (DBA) State Sales Tax Number Business Telephone
Red Mountain Liqvor 202-31742617 970-349-1472

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
81 Gillaspay Ave

City Crested Butte County Gunnison State CO ZIP Code 81224

4. Mailing Address (Number and Street) City or Town State ZIP Code
25 Floyd Ave Crested Butte CO 81224

5. Email Address
Seanhartiganca@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
Red Mountain Liqvor 15 15264 OFF PREMISE 12/20/23 @ midnight

Section A Nonrefundable Application Fees*	Section B (Cont.) Liquor License Fees*
<input type="checkbox"/> Application Fee for New License \$1,100.00	<input type="checkbox"/> Liquor-Licensed Drugstore (County) \$312.50
<input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review \$1,200.00	<input type="checkbox"/> Lodging & Entertainment - L&E (City) \$500.00
<input type="checkbox"/> Application Fee for Transfer \$1,100.00	<input type="checkbox"/> Lodging & Entertainment - L&E (County) \$500.00
Section B Liquor License Fees*	<input type="checkbox"/> Manager Registration - H & R \$30.00
<input type="checkbox"/> Add Optional Premises to H & R \$100.00 X _____ Total _____	<input type="checkbox"/> Manager Registration - Tavern \$30.00
<input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____	<input type="checkbox"/> Manager Registration - Lodging & Entertainment \$30.00
<input type="checkbox"/> Add Sidewalk Service Area \$75.00	<input type="checkbox"/> Manager Registration - Campus Liquor Complex \$30.00
<input type="checkbox"/> Arts License (City) \$308.75	<input type="checkbox"/> Optional Premises License (City) \$500.00
<input type="checkbox"/> Arts License (County) \$308.75	<input type="checkbox"/> Optional Premises License (County) \$500.00
<input type="checkbox"/> Beer and Wine License (City) \$351.25	<input type="checkbox"/> Racetrack License (City) \$500.00
<input type="checkbox"/> Beer and Wine License (County) \$436.25	<input type="checkbox"/> Racetrack License (County) \$500.00
<input type="checkbox"/> Brew Pub License (City) \$750.00	<input type="checkbox"/> Resort Complex License (City) \$500.00
<input type="checkbox"/> Brew Pub License (County) \$750.00	<input type="checkbox"/> Resort Complex License (County) \$500.00
<input type="checkbox"/> Campus Liquor Complex (City) \$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (City) \$160.00
<input type="checkbox"/> Campus Liquor Complex (County) \$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (County) \$160.00
<input type="checkbox"/> Campus Liquor Complex (State) \$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (State) \$160.00
<input type="checkbox"/> Club License (City) \$308.75	<input type="checkbox"/> Retail Gaming Tavern License (City) \$500.00
<input type="checkbox"/> Club License (County) \$308.75	<input type="checkbox"/> Retail Gaming Tavern License (County) \$500.00
<input type="checkbox"/> Distillery Pub License (City) \$750.00	<input type="checkbox"/> Retail Liquor Store License-Additional (City) \$227.50
<input type="checkbox"/> Distillery Pub License (County) \$750.00	<input type="checkbox"/> Retail Liquor Store License-Additional (County) \$312.50
<input type="checkbox"/> Hotel and Restaurant License (City) \$500.00	<input type="checkbox"/> Retail Liquor Store (City) \$227.50
<input type="checkbox"/> Hotel and Restaurant License (County) \$500.00	<input checked="" type="checkbox"/> Retail Liquor Store (County) \$312.50
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) \$600.00	<input type="checkbox"/> Tavern License (City) \$500.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County) \$600.00	<input type="checkbox"/> Tavern License (County) \$500.00
<input type="checkbox"/> Liquor-Licensed Drugstore (City) \$227.50	<input type="checkbox"/> Vintners Restaurant License (City) \$750.00
	<input type="checkbox"/> Vintners Restaurant License (County) \$750.00

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 \$

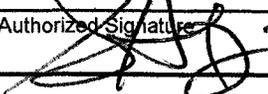
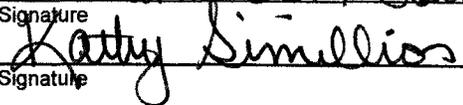
Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: SBG.Colorado.gov/Liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input type="checkbox"/> E. All sections of the application need to be completed <input type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8½" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
IV.	Background information (DR 8404-I) and financial documents <input type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with Identogo. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: Identogo – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) <input checked="" type="checkbox"/> A. Copy of articles of organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$30.00 fee <input type="checkbox"/> B. If owner is managing, no fee required

Name	Type of License	Account Number		
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?				
		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
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?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
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.				
		<input type="checkbox"/> <input checked="" type="checkbox"/>		
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?				
		<input type="checkbox"/> <input checked="" type="checkbox"/>		
or Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/> 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.				
		<input type="checkbox"/> <input checked="" type="checkbox"/>		
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.				
		<input type="checkbox"/> <input checked="" type="checkbox"/>		
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?				
		<input checked="" type="checkbox"/> <input type="checkbox"/>		
b. Are you a Colorado resident?				
		<input checked="" type="checkbox"/> <input type="checkbox"/>		
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 <u>current</u> financial interest in said business including any loans to or from a licensee. <i>Kirwan LLC DBA The Last Steep BAR & Grill</i>				
		<input checked="" type="checkbox"/> <input type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership , lease or other arrangement?				
<input checked="" type="checkbox"/> Ownership <input type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____		<input checked="" type="checkbox"/> <input type="checkbox"/>		
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.				
		<input type="checkbox"/> <input checked="" type="checkbox"/>		
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 8½" 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?				<input type="checkbox"/> <input checked="" type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart)				<input type="text"/>
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.				

Name	Type of License	Account Number		
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? <input type="checkbox"/> <input checked="" type="checkbox"/> If "yes" a copy of license must be attached.				
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
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?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
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?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
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) <input type="checkbox"/> <input type="checkbox"/>				
22. Campus Liquor Complex applicants answer the following: a. Is the applicant an institution of higher education? <input type="checkbox"/> <input type="checkbox"/> b. Is the applicant a person who contracts with the institution of higher education to provide food services? <input type="checkbox"/> <input type="checkbox"/> 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. 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
25. Related Facility - Campus Liquor Complex applicants answer the following: <input type="checkbox"/> Yes <input type="checkbox"/> No 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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? <input type="checkbox"/> <input checked="" type="checkbox"/> 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.? <input type="checkbox"/> <input checked="" type="checkbox"/>				
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
Sean Hartigan	25 Floyd Ave	4-6-70	OWNER	100
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

Name	Type of License	Account Number
<p>** If applicant is owned 100% by a parent company, please list the designated principal officer on above.</p> <p>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)</p> <p>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:</p> <p><input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.</p>		
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 Sean Hartigan	Date 9/28/23
Report and Approval of Local Licensing Authority (City/County)		
Date application filed with local authority 9-28-2023	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)	
For Transfer Applications Only - Is the license being transferred valid? Yes <input type="checkbox"/> No <input type="checkbox"/>		
<p>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:</p> <p><input checked="" type="checkbox"/> Fingerprinted</p> <p><input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants</p> <p>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)</p> <p><input type="checkbox"/> Date of inspection or anticipated date _____</p> <p><input type="checkbox"/> Will conduct inspection upon approval of state licensing authority</p>		
<p><input type="checkbox"/> 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 > 10,000? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><input type="checkbox"/> 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 < 10,000? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>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.</p> <p><input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
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 Gunnison County	Telephone Number 970-641-7641	<input type="checkbox"/> Town, City <input checked="" type="checkbox"/> County
Signature 	Print Kathy Simillion	Title County Clerk
Signature	Print	Date 9-28-23

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

November 21 – January 2, 2023
(as of 11/17/2023)

Board of County Commissioners

1. BOCC Regular Meeting

November 21, 2023, All Day @ BOCC Boardroom
[More Details](#)

2. BOCC Work Session (CANCELED)

November 27, 2023, All Day @ BOCC Boardroom
[More Details](#)

3. BOCC Work Session (CANCELED)

November 28, 2023, All Day @ BOCC Boardroom
[More Details](#)

4. BOCC Regular Meeting

December 5, 2023, All Day @ BOCC Boardroom
[More Details](#)

5. Mayors & Managers Meeting - Hosted by Community Foundation of the Gunnison Valley

December 7, 2023, 12:00 PM - 1:30 PM
[More Details](#)

6. BOCC Work Session

December 12, 2023, All Day @ BOCC Boardroom
[More Details](#)

7. BOCC Regular Meeting

December 19, 2023, All Day @ BOCC Boardroom
[More Details](#)

8. BOCC Work Session CANCELED due to HOLIDAY

December 26, 2023, All Day @ BOCC Boardroom
[More Details](#)

9. BOCC Regular Meeting

January 2, 2023, All Day @ BOCC Boardroom
[More Details](#)

Gunnison County Organization

1. Holiday - Thanksgiving - Offices Closed

November 23, 2023 - November 24, 2023
[More Details](#)

2. Holiday - Christmas Day & Business Day After - Offices Closed

December 25, 2023 - December 26, 2023
[More Details](#)

Gunnison-Hinsdale Board of Human Services

1. Gunnison-Hinsdale Board of Human Services Meeting

December 19, 2023, All Day @ BOCC Boardroom
[More Details](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for a Colorado Department of Public Health

Action Requested: Other CDPHE Purchase Order Acceptance

Parties to the Agreement: CDPHE OPHP

Term Begins: 11/2/2023

Term Ends:

Grant Contract #:

Summary:

Health and Human Services would like to accept \$54,000 from CDPHE on behalf of the West Central Public Health Partnership to improve public health capacity.

Fiscal Impact:

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 11/15/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 11/15/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 11/15/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/17/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 11/21/2023



STATE OF COLORADO
Department of Public Health & Environment

ORDER		*****IMPORTANT*****				
Number:	PO,FAAA,202400006117	The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.				
Date:	11/2/23	BILL TO				
Description:	OPHP LPHA Workforce RFA FY24 - Gunnison	DIVISION OF ADMINISTRATION C-1 4300 CHERRY CREEK DRIVE SOUTH DENVER, CO 80246-1530				
Effective Date:	11/02/23	SHIP TO				
Expiration Date:	06/30/24	DIVISION OF ADMINISTRATION C-1 4300 CHERRY CREEK DRIVE SOUTH DENVER, CO 80246-1530				
BUYER		SHIPPING INSTRUCTIONS				
Buyer:		Delivery/Install Date: 06/30/24				
Email:		FOB: FOB Dest, Freight Prepaid				
VENDOR						
GUNNISON COUNTY Health and Human Services 225 N PINE ST GUNNISON, CO 81230						
Contact:	Gunnison					
Phone:	970 641 0209					
VENDOR INSTRUCTIONS						
EXTENDED DESCRIPTION						
OPHP LPHA Workforce RFA FY24 - Gunnison. The PO shall not exceed \$54,000.00.						
The State of Colorado Terms and Conditions govern and control this purchase order.						
This purchase order contains federal funds. The incorporated Federal Provisions apply to this purchase.						
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	G1000		0	0.00	\$54,000.00	<input type="checkbox"/>
Description: OPHP LPHA Workforce RFA FY24 - Gunnison						
OPHP LPHA Workforce RFA FY24 - Gunnison						
Service From: 11/02/23			Service To: 06/30/24			
TERMS AND CONDITIONS						
https://www.colorado.gov/osc/purchase-order-terms-conditions						
DOCUMENT TOTAL = \$54,000.00						

Travel				Include all
travel and indicate whether in-state or out-of-state. Include costs for attendance of any mandatory meetings. Include appropriate per diem, mileage or airfare rates or include link to current approved rates.				
Item	Description of Item	Rate	Quantity	Requested from
Mileage	12 trainings/meetings, estimated to be on the front range 500 miles x 12 = 6000	\$0.66	6000	\$3,960.00
Lodging	12 nights @ \$140/night	\$140.00	12	\$1,680.00
Travel Meals	12 people x 2 nights = 24 @ \$69/diem	\$69.00	24	\$1,656.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Travel				\$7,296.00
Contractual				
Include all subcontracts planned to complete the proposed work. This includes, but not limited to, consulting and personal services subcontracts. Restrictions outline in the budget guidelines, including cost reimbursement terms, shall also apply to subcontracts. No subcontractor may be pre-paid for services. Describe how the subcontractor will be selected, the work to be performed, how the costs were calculated and expected deliverables.				
Subcontractor Name	Description of Item	Rate	Quantity	Requested from
Facilitation/Speakers TBD	Webinar/Speaker/Facilitator contractors providing trainings needed based on	\$150.00	19	\$2,850.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Contractual				\$2,850.00
SUB-TOTAL BEFORE INDIRECT				\$49,091.10

Indirect		
Item	Description of Item	Total Amount
Federally-negotiated indirect cost rate		
CDPHE-approved indirect cost rate	10% indirect rate	\$4,909.11
De minimis indirect cost rate		
	Total Indirect	\$4,909.11
	TOTAL	\$54,000

STATEMENT OF WORK

1. Project Description:

This project serves to strengthen both the public health and environmental workforce throughout Colorado. COVID-19 has added to the workload of the public health and environmental workforce, including grants and contracts monitoring staff. COVID-19 is also coinciding with a difficult hiring environment for many public health roles. Moreover, COVID-19 is affecting the employees' retention system across Local Public Health Agencies (LPHAs), causing a shortage of the skillful workforce needed to provide core healthcare services to all Coloradans. The Colorado Department of Public Health and Environment's (CDPHE) Office of Public Health Practice, Planning, and Local Partnerships (OPHP) will work with LPHAs to support public health workers in the public health system. CDPHE will support LPHAs with additional resources to address the increased labor market competition, increased workload demands, and will monitor that public health and environmental staff have the proper knowledge and training. Local Public Health Agencies shall engage in capacity building, cross training, and/or regional workforce initiatives.

2. Definitions:

1. CDC: Centers for Disease Control and Prevention

3. Work Plan:

Goal #1: Support public health throughout Colorado by creating a strong workforce, promoting collaborations, and planning.	
Objective #1: No later than June 30, 2024, support a staff capacity-building plan to respond to immediate and future impacts resulting from the COVID-19 pandemic.	
Primary Activity #1	1. The Contractor shall create a work plan.
Primary Activity #2	1. The Contractor shall implement the approved work plan
Primary Activity #3	1. The Contractor shall track the spend down of the Workforce award.
Primary Activity #4	1. The Contractor shall update Workforce award budgets to show the spend down progress.
Primary Activity #5	1. The Contractor shall create reports.
Sub-Activities #5	1. The Contractor shall create quarterly reports. 2. The Contractor shall create a final report.
Standards and Requirements	<ol style="list-style-type: none"> 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. 2. The Contractor shall comply with allowability of expenditures, including expenditures made by subcontractor, as listed in the CDPHE OPHP CDC Workforces Allowability Roadmap; Allowable costs for funding source can be found on the following website: https://cdphe-lpha.colorado.gov/workforce-funding-wf 3. The Contractor shall participate in CDPHE led post award meeting(s). 4. CDPHE will schedule the midpoint budget check in meeting the Contractor within 45 days of PO execution. 5. The Contractor shall communicate any projected budget changes to the CDPHE contract monitor that may result in unobligated funds within 30 days of acknowledgment of changes or by the designated deliverables at the midpoint of contract expiration. Projected budget changes could be staff changes, changes in county support, etc.

	<ol style="list-style-type: none"> 6. The Contractor shall use the CDPHE budget template for the initial project budget and any revised budgets. 7. The Contractor shall use CDPHE progress reports forms. 8. CDPHE will electronically provide the Contractor, within thirty (30) days from the contract execution, with any updates to the submitted : <ol style="list-style-type: none"> a. work plan b. budget. 9. CDPHE will electronically provide the Contractor, within thirty (30) days from contract execution, with a quarterly progress report form. 10. CDPHE will compile data that has been provided by the Contractor to other CDPHE programs to verify services provided. 	
Expected Results of Activity(s)	Increase and maintain public health workforce within initiatives related to staffing capacity.	
Measurement of Expected Results	<ol style="list-style-type: none"> 1. Completed Staffing Capacity Building Plan 2. Number of: <ol style="list-style-type: none"> a. Full Time Equivalents (FTE) hired, and/or b. Full Time Equivalents (FTE) trained, and/or c. Full Time Equivalents (FTE)receiving retention efforts, and/or d. Interns hired 	
		Completion Date
Deliverables	1. The Contractor shall submit a revised, final work plan electronically.	No later than 30 days after Contract execution
	2. The Contractor shall submit the final project budget template electronically.	No later than 30 days after Contract execution.
	3. The Contractor shall submit a progress report electronically.	No later than March 8, 2024.
	4. The Contractor shall attend an individual grantee check-in with OPHP.	No later than March 22, 2024.
	5. The Contractor shall submit a final report electronically.	No later than June 15, 2024.

4. Additional Provisions: The following terms and conditions are in addition to the standard purchase order terms and conditions and are to be read and interpreted in conjunction with the provisions of the purchase order. Wherever used in the following provisions, “Contractor” and “Vendor” shall have the same meaning. Contractor and/or Vendor – any party to which a Purchase Order is issued.

A. ADDITIONAL PROVISIONS -- Invoicing

To receive compensation under the Purchase Order, the Contractor shall submit a signed CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website <http://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> and is incorporated and made part of

this SOW 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 the Statement of Work and Budget. The Contractor shall submit the invoice using the method listed below. Contractor shall submit all back up documentation with each invoice.

The Contractor shall submit the CDPHE Reimbursement Invoice Form and Expenditure Details page, via email, to:
Contract Monitor
OPHP@state.co.us.

Final billings under the Purchase Order must be received by the State within a reasonable time after the expiration or termination of the Purchase Order; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Purchase Order.

B. ADDITIONAL PROVISIONS -- Allowability

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

The Contractor shall comply with allowability of expenditures as listed in the CDPHE OPHP CDC Workforces Allowability Roadmap; Allowable costs for funding source can be found on the following website: <https://cdphe-lpha.colorado.gov/workforce-funding-wf>

Coronavirus Disease 2019 (COVID-19) Funds A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); and/or the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117-2] agrees as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, or home isolation); and 3) assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation. In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>.

Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement. This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward. The recipient must exercise proper stewardship over Federal funds by ensuring that all costs charged are allowable, allocable, and reasonable

5. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Office of Public Health Practice, Planning, and Local Partnerships' Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, site visits, 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.

6. Resolution of Non-Compliance:

The Contractor will be notified in writing within **(7)** 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 Contract Monitor 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.

I. Attestation:

The Vendor agrees to perform services in accordance with the terms and conditions of the Purchase Order to include a Statement of Work and Budget.

Federal Provisions – Cooperative Agreement for Emergency Response: Public Health Crisis Response
- 2018

For the purposes of this Exhibit only, Contractor is also identified as “Subrecipient.” This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) **Federal Award Identification.**

- a. Subrecipient: Gunnison County Department of Health and Human Services
- b. Subrecipient UEI: NSN9FAGKEDJ9
- c. The Federal Award Identification Number (FAIN) is NU90TP922161.
- d. The Federal award date is 05/20/2021.
- e. The subaward period of performance start date is 11/01/2023 and end date is 06/30/2024.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
7/1/2021 - 6/30/2024	\$34,680,626.00	\$34,680,626.00

- g. Federal award title of project or program: Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response.
- h. The name of the Federal awarding agency is: **CDC Office of Financial Resources** and the contact information for the awarding official is Ms. Kimberly Champion ; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Ms. Amanda Hettinger.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is 93.354 and the grant name is Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response .
- j. This award is not for research & development.
- k. Subrecipient is not required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
- l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.

- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
- 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
 - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
 - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
 - c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
- e. the “Americans with Disabilities Act” (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
- f. when applicable, the Contractor shall comply with the provisions of the “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (Common Rule);
- g. 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.
- h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
- i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
- k. if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
- n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
- o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide

written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.

15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.

16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for the Third Supplemental Condominium De

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Amended decs to the Stallion Park Condo Association to go with the recently approved Elk Valley plat

Fiscal Impact: 0

Submitted by: John Cattles

Submitter's Email Address: jcattles@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. ASFR 11.17.23

Reveiwed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 11/17/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/17/2023

Consent Agenda Regular Agenda Worksession

Time Allotted: 0

Agenda Date: 11/21/2023

Third Supplemental Condominium Declaration for Stallion Park Condominiums

Notice to Clerk & Recorder (Do not record)

C.R.S. § 38-33.3-217(3) requires that: “Every amendment to the declaration...must be indexed in the grantee's index in the name of the common interest community and the association and in the grantor's index in the name of each person executing the amendment.”

Please index this Supplement in the grantee’s index in the name of the common interest community, “Stallion Park Condominiums,” and in the name of the association, “ Stallion Park Owners Association.”

Please also index in the grantor’s index in the name of the entity executing the amendment, “Board of County Commissioners of the County of Gunnison, Colorado.”

Third Supplemental Condominium Declaration for Stallion Park Condominiums

This Third Supplemental Condominium Declaration for Stallion Park Condominiums (“Third Supplement”) is made as of the ___ day of _____, 2023.

Recitals

- A. The Condominium Declaration for Stallion Park Condominiums was recorded August 3, 2006, at Reception No. 567654 in the real property records of Gunnison County, Colorado (as amended and supplemented, the “Declaration”);
- B. The First Supplemental Condominium Declaration for Stallion Park Condominiums was recorded at Reception No. 568786 in the real property records of Gunnison County, Colorado;
- C. The Second Supplemental Condominium Declaration for Stallion Park Condominiums was recorded December 28, 2010, at Reception No. 602909 in the real property records of Gunnison County, Colorado;
- D. The First Amendment to Condominium Declaration of Stallion Park Condominiums was recorded October 12, 2011, at Reception No. 608844 in the real property records of Gunnison County, Colorado;
- E. Plats and maps of the Stallion Park Condominiums were recorded in the real property records at Reception Nos. 567653, 568785, and 602908.
- F. Pursuant to Paragraph 39 of the Declaration, the Declarant reserved the right to enlarge the Project subject to the Declaration. The Declarant would accomplish this enlargement by the recordation of a Supplemental Condominium Map showing the additional units subject to the Declarations, and the recordation of a Supplemental Declaration that sets forth the reallocation of the Allocated Interests in the Common Elements allocated to each Unit.
- G. The Board of County Commissioners of the County of Gunnison, Colorado (“the BOCC”), constructed 8 units as two 4-plex structures pursuant to the Assignment of Development Rights recorded October 12, 2011, at Reception No. 608843 (the “New Units”); and
- H. This Third Supplement is executed to add these 8 units to the Stallion Park Condominiums, in accordance with the Declaration and the Colorado Common Interest Ownership Act.

Supplement

1. SUPPLEMENT TO DECLARATION. The BOCC hereby makes this Third Supplement to enlarge the Stallion Park Condominiums by adding eight additional condominium units located on the Real Property described in the Declaration, and as shown on the Condominium Map of Stallion Park Condominiums, Elk Valley 65 and Elk

Valley 85 Buildings, and to reallocate the interest in the Common Elements to the new total number of units (32) as provided in the Declaration.

2. REALLOCATION OF INTERESTS IN THE COMMON ELEMENTS. Pursuant to paragraph 39.3 of the Declaration, the BOCC hereby reallocates the Allocated Interests as follows: Each of the 32 units shall have an Allocated Interest of 1/32, meaning that each unit has a 1/32 interest in the Common Elements, responsibility for 1/32 of the common expense liability, and 1/32 of the votes in the Association.

3. This allocation shall supersede and replace the Allocated Interests in the original and all prior supplemental declarations.

4. SUPPLEMENT TO MAP. Concurrent with this Third Supplement, the BOCC has filed a Condominium Map of Stallion Park Condominiums, Elk Valley 65 and Elk Valley 85 Buildings, recorded at Reception No. _____ of the real property records of Gunnison County, Colorado.

5. GENERAL.

a. Except as modified by this Third Supplement, the Declaration remains in full force and effect.

b. This Third Supplement, to the extent possible, shall be construed so as to give validity to all of the provisions hereof. If any provision of this Third Supplement is determined to be invalid, unenforceable or prohibited by any court, the same shall not affect any other provision or section hereof and all other provisions and sections shall remain in full force and effect. In interpreting words herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular and the use of any gender shall include all genders. Capitalized terms used in this Third Supplement not otherwise defined herein shall have the meaning set forth in the Declaration.

c. This Third Supplement shall run with the Property and shall be binding upon all persons and entities having any right, title or interest in or to the Property or any Units, tracts, or parts thereof, their heirs, successors and assigns and their tenants, employees, guests, agents and invitees.

d. The exclusive proper jurisdiction and venue for any action pertaining to the interpretation or enforcement of this Third Supplement shall be the County Court or District Court of Gunnison County, Colorado.

Board of County Commissioners of the County of Gunnison, Colorado

By: _____
Chairperson

Attest: _____
Gunnison County Clerk and Recorder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Resolution 2023-23; A Resolution of t

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Air Carriers

Term Begins: 01/01/2024

Term Ends:

Grant Contract #:

Summary:

A resolution to adopt new rates and charges after the completion of the Rates and Charges Study performed by Ricondo and Associates. Resolution adjusts the landing fees and other fees for the air carriers occupying and providing commercial air service.

Fiscal Impact:

Submitted by: Stephanie Petsch

Submitter's Email Address: spetsch@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 11/15/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 11/16/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 11/16/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/17/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 11/21/2023

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS (“BOCC”) OF
GUNNISON COUNTY, COLORADO, ADJUSTING LANDING FEES AND OTHER
FEES FOR AIR CARRIERS AT THE GUNNISON CRESTED BUTTE REGIONAL
AIRPORT (“AIRPORT”)
RESOLUTION NO. _____**

RECITALS:

WHEREAS, the BOCC owns and operates the Airport and leases terminal space and provides airfield services to the air carriers; and

WHEREAS, the BOCC is finalizing airline use and lease agreements with American Airlines, Inc. and United Airlines, Inc. (Signatory Airlines); and

WHEREAS, the BOCC desires to adjust landing fees and other fees for air carriers for use and occupancy of portions of the terminal in accordance with these airline use and lease agreements; and

WHEREAS, the BOCC desires to establish a Common Use Terminal Equipment and a Boarding Bridge Fee to compensate the County for an airline’s use of this equipment at the Airport; and

WHEREAS, the BOCC is taking this action to better fund the operation of the Airport, and to make the Airport as self-sustaining as possible in conformance with the Signatory Airline use and lease agreement;

NOW, THEREFORE, BE IT RESOLVED by the BOCC, that effective on January 1, 2024.

Section One.

1. **Terminal Rent:** There is hereby imposed for the lease of exclusive, preferential, and joint use space the rate of be \$17.00 per square foot for Signatory Airlines and \$21.26 per square foot for Non-Signatory Airlines for the period January 1 ,2024 – December 31, 2024.
2. **Landing Fee:** There is hereby imposed on, and shall be paid by, all Code of Federal Regulations (CFR) Part 121 or 125 air carriers and scheduled CFR Part 135 (air taxi and/or commuter) operators authorized to serve the Airport, a rate or charge on all arrivals of aircraft from which such carrier or operator shall derive revenue, equal to the following amounts per one thousand (1,000) pounds of maximum allowable gross landing weight: \$8.00 for Signatory Airlines and \$10.00 for all other Part 121 or 125 air carriers and scheduled CFR Part 135 operators.
3. **Boarding Bridge Per Use Fee:** There is hereby imposed a Boarding Bridge Fee in the initial amount of \$.046 per enplaned passenger for Signatory Airlines and \$.06 per

enplaned passenger for Non-Signatory Airlines for the period January 1 ,2024 – December 31, 2024.

4. **Common Use Terminal Equipment Per Use Fee:** There is hereby imposed a Common Use Terminal Equipment (CUTE) Fee in the initial amount of \$0.97 per enplaned passenger for Signatory Airlines and \$1.22 per enplaned passenger for Non-Signatory Airlines for the period January 1 , 2024 – December 31, 2024.
5. **ARRF Coverage:** Scheduled flights that are more than 30 (thirty) minutes late will be charged an additional \$250.00 (two hundred and fifty dollars) per hour for ARFF coverage if the on-duty airport personnel are not notified of the change prior to the scheduled arrival or departure time.

Section Two.

The Board of County Commissioner’s **Resolution No. 12-34** is repealed, effective upon adoption of the Resolution.

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

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Jonathan Houck Chairperson

Elizabeth Smith Commissioner

Laura Puckett Daniels Commissioner

Attest

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Resolution 2023-24; A Resolution Auth

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Resolution authorizing the County Manager to sell lots EM2 and EM3, Larkspur Subdivision in Crested Butte, Co to the Crested Butte Fire Protection District.

Fiscal Impact: N/A

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 11/17/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 11/17/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/17/2023

Consent Agenda Regular Agenda Worksession

Time Allotted: 0

Agenda Date: 11/21/2023

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2023- _____**

**A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO SELL LOTS EM2 and EM3,
LARKSPUR SUBDIVISION IN CRESTED BUTTE COLORADO TO THE CRESTED BUTTE
FIRE PROTECTION DISTRICT.**

WHEREAS, the County owns the following real property (the "Property"): LOTS EM2 and EM3, LARKSPUR SUBDIVISION as identified on the plat thereof recorded August 21, 2006, bearing reception #568254, and the amended plat of Larkspur recorded June 19, 2009, at reception # 591518 and the ratification recorded on June 29, 2009, at reception number 591757, commonly known as 30 & 12 Nicky Court, Skyland Area, Crested Butte, Colorado; and

WHEREAS, the Crested Butte Fire Protection District desires to purchase the Property to build workforce housing and/or affordable housing; and

WHEREAS, the County desires to sell the Property to benefit the public by increasing the supply of workforce housing and/or affordable housing.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1.** The County Manager is authorized to execute and deliver all instruments necessary for the sale of the Property.

ADOPTED AND APPROVED this ____ day of _____, 2023.

Jonathan Houck
Chair, Board of Directors
Gunnison River Valley Local Marketing District

Attest [Seal]:

Deputy County Clerk

DEVELOPMENT AND
PURCHASE AGREEMENT

This DEVELOPMENT AND PURCHASE AGREEMENT (the “Agreement”), dated [October, 31], 2023, is between the Board of County Commissioners of Gunnison County, Colorado (the “County”) and Crested Butte Fire Protection District, a special district and political subdivision of the State of Colorado (“Developer”). The County and the Developer may be referred to herein individually as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS:

A. The County owns the following real property (the “Property”): LOTS EM2 and EM3, LARKSPUR SUBDIVISION as identified on the plat titled “PLAT OF LARKSPUR LOCATED WITHIN THE E1/2 NE1/4 SECTION 12 T14S, R86W, 6TH PRINCIPAL MERIDIAN, COUNTY OF GUNNISON, STATE OF COLORADO dated August 21, 2006, bearing reception # 568254.

B. The County desires to have the Property developed to provide affordable housing for residents of Gunnison County (the “Project”).

C. In the interest of furthering public policy, the Colorado General Assembly has declared at Colorado Revised Statutes § 29-26-101. Legislative Declaration: “(1) The general assembly hereby finds and declares that:

1. It is in the public interest to maintain a diverse housing stock in order to preserve some diversity of housing opportunities for [Colorado’s] residents and people of low—and moderate—income.

2. A housing shortage for persons of low—and moderate—income is detrimental to the public health, safety and welfare. In particular, the inability of such persons to reside near where they work negatively affects the balance between jobs and housing in many regions of the state and has serious detrimental transportation and environmental consequences.”

D. The Colorado General Assembly has defined affordable housing to include rentals as follows: C.R.S. § 29-26-102, Definitions, “(1) Affordable housing dwelling unit” means a residential structure that is purchased or rented by and is occupied as a primary residence by one or more income eligible households, or a comparable definition as established by a local government.”

E. The Gunnison County Land Use Resolution, which evidences the County’s policy with respect to affordable housing, defines “Essential Housing” as “housing for qualified households as determined by the Gunnison

County Housing Authority,” and in turn defines “qualified household” as a “household that earns less than 120 percent of the AMI as qualified by the Gunnison County Housing Authority.”

F. The Board has the legal authority to convey real property as follows: C.R.S. § 30-11-101, Powers of counties. (1) Each organized county within the state...shall be empowered...(c) To sell, convey, or exchange any real...property owned by the county and make such order respecting the same as may be deemed conducive to the interests of the inhabitants...” (d) To make all contracts and do all other acts in relation to the property and concerns necessary to the exercise of its corporate or administrative powers. Any such contract may by its terms exceed one year and shall be binding upon the parties thereto as to all of its rights, duties and obligations.

G. The Parties have negotiated this Agreement to meet their mutual needs and goals in providing affordable housing for individuals that live and work in the County.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Developer agree as follows:

1. THE PROJECT.

a. The Project consists of the transfer of ownership of the Property to the Developer, and the development of a single-structure, two (2) residential unit complex on Lot EM2 of the Property and a single-structure, three (3) residential unit complex on Lot EM3 of the Property, by the Developer, in accordance with the following “Project Documents”:

- i. This Agreement; and
- ii. Deed Restriction, attached as Exhibit A;
- iii. Deed of Trust, attached as Exhibit B.

b. Upon transfer of ownership of the Property to the Developer, the Property will be encumbered by the Deed Restriction, which will be recorded against title to the lots and each of the residential units, and will, among other restrictions:

- i. Mandate that the units are available for households that include one or more employees or volunteers of Developer, or which meet the parameters as qualified owners or qualified occupants under the Deed Restriction.
- ii. Mandate that rental rates include utilities (water, wastewater, trash, electricity, heat), but do not include telephone, internet, or television.
- iii. Prohibit short term rentals, with minimum lease terms of three months.
- iv. Provide a process for the Gunnison Valley Housing Authority or County to verify household qualifications and compliance with the Deed Restriction.
- v. Provide protection of the Deed Restriction in case of sale of the Property.

2. PURCHASE AND SALE OF THE PROPERTY.

a. Within 14 days of the mutual execution of this Agreement, Developer shall obtain an updated commitment to issue a title insurance policy for the Property. Developer shall disclose any title objections to County within 25 days of mutual execution of this Agreement.

b. Closing shall occur within 55-65 days of mutual execution of this Agreement, on a date and time that is mutually acceptable to the Developer and County ("Closing").

c. The purchase price shall be \$200,000, payable by Developer to County in good funds at Closing.

d. Within 20 days of mutual execution of this Agreement, County shall disclose all documents in its possession related to the Property. Developer shall report any objections to County's disclosures within 10 days of receiving County's disclosures.

e. Any objections must be resolved within 40 days of mutual execution of this Agreement. Notwithstanding any other provision of this Agreement, the Developer may terminate this Agreement, without penalty, upon written notice to County at least 10 days prior to Closing, subject to any unavoidable costs charged by the company handling the Closing, which shall be Developer's sole responsibility.

f. Title shall transfer from County to Developer at Closing by special warranty deed, subject to the following permitted encumbrances: The Deed Restriction and matters shown on the Land Title Guarantee Company title commitment for Order No. _____ dated _____.

g. Developer shall be responsible for the cost of the title insurance policy, any closing fee charged by the closing agent, and the cost of recording any documents to be recorded at Closing.

h. The County shall not cause or allow additional exceptions to title to affect the Property prior to Closing without the Developer's prior written consent.

i. At any time prior to Closing and during regular business hours, Developer shall be entitled to enter upon the Property to conduct any review or inspection thereof at the Developer's sole cost and assuming all risk. Developer hereby waives any claims against County that may arise from Developer, or any of Developer's agents, entering the Property.

3. DEVELOPMENT OF THE PROJECT.

a. Developer shall develop the Project, in accordance with the plans finalized and approvals obtained pursuant to the Project Documents, and in accordance with all applicable laws, regulations, and codes.

b. Except for the obligations of the County expressly set forth herein, the management, conduct, and operation of the Project shall be at the expense and risk of the Developer, and the County shall have no obligations hereunder to facilitate or otherwise promote the completion of the Project.

c. The Developer shall use good faith efforts to solicit and obtain bids from local business concerns which are located in, or owned in substantial part by persons residing within, Gunnison County (a "Local Business") for the completion of the Project by making available to local contractors all plans for the improvements, in the manner reasonably selected by the Developer, which may include, without limitation, publication of solicitations for bids in a newspaper of general circulation in Gunnison County. To the extent the Developer reasonably determines it is feasible, contracts for work to be performed in connection with the construction of the improvements shall be awarded to Local Businesses, provided, however, the Developer shall not be required to award contracts to the lowest bidder, and may award contracts in accordance with the Developer's normal contracting and purchasing policies based upon criteria such as the experience, financial strength, and dependability of the contractors and subcontractors submitting bids.

d. In connection with the foregoing, Developer shall utilize Local Businesses for no less than 50% of the cost of completing the Project. Costs of completing the Project shall include planning and design costs in addition to actual construction costs. Materials purchased directly by Developer from a supplier with a physical presence in Gunnison County and materials purchased by a general contractor or sub-contractor that is a Local Business shall count towards achieving this requirement. The Developer may request a variance from the requirements of this paragraph, and consent shall not be unreasonably withheld by the County, if the Developer demonstrates that the Developer has used reasonable and good faith efforts to procure labor or materials from Local Businesses, but due to market conditions no Local Businesses are able to provide the labor or materials at a cost that allows the project to be completed in a timely and cost-effective manner.

e. Developer shall commence construction of the Project within 6-years of execution of this Agreement. In the case that Developer does not commence construction within the 6-year time period, the County shall have the option to repurchase the Property for the amount of the purchase price in Paragraph 2(c) (\$200,000). Developer may request that the Parties engage in good faith negotiation for an extension of the above 6-year deadline if Developer has not commenced construction of the Project by the Fifth (5th) anniversary of this Agreement.

4. INSPECTIONS.

a. The County has the right to inspect the Project upon reasonable notice to the Developer to ensure compliance with this Agreement and to ensure throughout construction that materials, installation and workmanship are of good quality as considered acceptable by industry standards. The inspections may include a review of all construction and other documents applicable to confirming compliance with this Agreement (other than the construction contract); site visits; problem identification and resolution; and provision of reports verifying compliance with this Agreement.

b. The County shall promptly notify Developer of any concerns that the County has regarding the Project.

5. TERM; TERMINATION.

a. The term of this Agreement shall commence on mutual execution of the Agreement and shall continue in full force and effect until terminated in accordance with paragraph 5.c below. Unless expressly and mutually agreed to by the Parties, termination of the Agreement shall have no effect on any provision of this Agreement that is expressly stated to survive termination.

b. The following terms and conditions shall survive termination:

i. The terms of the County Deed Restriction and County Deed of Trust;

ii. Developer's obligation to indemnify and hold the County harmless from any claims or causes of action that arise out of any damage caused by the Developer Parties to the Property during the term of the license described in paragraph 6.a.

c. This Agreement shall terminate upon the any of the following events:

i. The date of issuance of a Certificate of Occupancy for the entire Project;
or

ii. The express mutual agreement of the Parties.

6. Breach; Cure; Default; Enforcement.

a. Breach; Cure. If one party breaches any of the terms, obligations, covenants, representations or warranties under this Agreement, the non-breaching Party shall notify the breaching Party of such breach. The breaching party shall have 42 days after written notice from the non-breaching party to cure the breach, or if the breach by its nature cannot be cured within 42 days, the breaching party shall have 42 days to commence a cure and shall act diligently and in good faith to complete the cure in a timely manner.

b. It will not be a breach of this Agreement if a Party is unable to perform its obligations under this Agreement if such inability is caused by acts or omissions of the other Party or its officers, employees, agents, or contractors or is caused by a Force Majeure Event. A "Force Majeure Event" is an Act of God (e.g., fire, flood, inclement weather, epidemic, earthquake); war or act of terrorism; governmental acts, orders, or restrictions; or any other reason where failure to perform is beyond the reasonable control, and is not caused by the negligence, intentional conduct or misconduct of the Party or the Party's officers, employees, agents, or contractors; provided, however, an event of Force Majeure shall not relieve any Party of its obligation to make timely payments of any amounts due hereunder.

c. "Event of Default" means the occurrence of any one of the following events during the term of this Agreement:

- i. A breach that is not cured pursuant to paragraph 8.a above;
 - ii. The dissolution, liquidation, or event of bankruptcy of Developer;
 - iii. The voluntary or involuntary transfer of ownership of the Property by Developer to any third party without the County's prior written consent.
- d. Waiver of breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party of either the same or any other provision of this Agreement.
- e. Remedies in Event of Default.
- i. The Parties agree that damages may not be an adequate remedy for an Event of Default under this Agreement. Therefore, the remedy of specific performance will be available to either party as well as any other remedy available at law or at equity.

7. GENERAL PROVISIONS.

a. Notice. All notices and demands required or allowed to be given hereunder shall be given in writing and delivered by U.S. certified mail, postage prepaid, and return receipt requested, by personal delivery, or by electronic mail, to the address provided below, or to such other address as a Party made provide in writing pursuant to this paragraph. Notices shall be considered given upon the earlier of (a) three business days after deposit in the United States mail, postage prepaid, certified or registered, return receipt requested; (b) personal delivery; or (c) transmission to the electronic mail address provided.

If to County:

Matthew Birnie
MBirnie@gunnisoncounty.org

with a copy to:
Matthew Hoyt
MHoyt@gunnisoncounty.org

John Cattles
JCattles@gunnisoncounty.org

Cathie Pagano
CPagano@gunnisoncounty.org

If to Developer:

Sean Caffrey
scaffrey@cbfcpd.org

with a copy to:
Lyons Gaddis, PC
Attn: John Chmil
PO Box 978
Longmont, CO 80502

b. Nature of Relationship. This Agreement creates a contractual relationship. The parties do not intend for this Agreement to create a joint venture, fiduciary, partnership, or principal/agent relationship in any respect, either between the Parties or between one or both of them and any third party. Each party shall be solely responsible for its own acts and omissions in the performance of this Agreement.

- c. **Amendment.** This Agreement may be amended only by a written document duly authorized and executed by the Parties hereto.
- d. **Effect of Invalidity.** Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is a conflict between any provision contained herein and any present or future law or regulation, the latter shall prevail, but the provisions of this Agreement affected shall be limited only to the extent necessary to bring it within the requirements of such law. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, the Parties will immediately negotiate valid alternative portion(s) that as nearly as possible give effect to any stricken portion(s).
- e. **Assignability.** Neither Party may assign its rights or delegate its duties hereunder without the prior written consent of the other, except that either Party may assign its rights or delegate its duties hereunder to an enterprise or other legal entity wholly owned and controlled by such Party without prior notice or consent of the other Party. Any assignment or transfer of this Agreement without the requisite prior written approval shall be void.
- f. **Successors and Assigns.** This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns in the event assignment is allowed.
- g. **No Third-Party Beneficiaries.** Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any claim or right of action by any other person or entity. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.
- h. **Definitions and Interpretations.** Except as otherwise provided herein, nouns, pronouns and variations thereof shall be deemed to refer to the singular or plural, and masculine or feminine, as the context may require. Any reference to a policy, procedure, law, regulation, rule or document shall mean such policy, procedure, law, regulation, rule or document as it may be amended from time to time. Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to define, limit, or describe the scope of intent of any provision of this Agreement.
- i. **Governing Law; Venue.** This Agreement and its application shall be construed in accordance with the laws of the State of Colorado. Venue for the trial of any action arising out of any dispute hereunder shall be exclusively in the District Court, Gunnison County, Colorado.
- j. **Fees / Costs.** Should either Party hereto commence any action or proceeding in court to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement or for declaratory relief, the prevailing Party shall be

entitled to recover from the losing party or parties the costs of such action, including such amount as the court may adjudge to be reasonable attorney fees for services rendered to the prevailing party in such action.

k. Indemnification. Developer, to the extent permitted by law, agrees to indemnify, defend and hold harmless 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 Developer or its employees, subcontractors or agents in connection with this Agreement.

l. No Waiver of Governmental Immunity. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by the County or Developer of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

m. Joint Draft. The Parties agree they drafted this Agreement jointly with each having the advice of legal counsel and an equal opportunity to contribute to its content. Therefore, this Agreement shall not be construed for or against a Party on the basis of authorship.

n. Other Interests. Each Party may have other business interests and may engage in any other business, trade, professions, or employment whatsoever, on its own account, or partnership or joint venture with any other person, firm, or corporation, or any other capacity, including, without limitation, the ownership, financing, leasing, operation, management, syndication, brokerage, or development of any real property whether or not in the vicinity of the Property.

o. Time of the Essence. Time is of the essence of this Agreement and of each provision hereof.

p. Additional Acts and Further Assurances. The Parties agree to cooperate as required to carry out the intent of this Agreement. Each Party agrees to execute and deliver whatever additional documents and to perform such additional acts as may be necessary or appropriate to effectuate and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement.

q. Authority. The signatories below represent and affirm they are legally authorized to bind their respective Parties by this Agreement.

r. Counterparts; Facsimile / Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. The Parties will accept facsimile signatures or electronic signatures as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

The Crested Butte Fire Protection District, a political subdivision of Colorado

By:  10/16/23
Name: Chris McCann Date
Title: Chairman

The Board of County Commissioners of the County of Gunnison, Colorado

By:  10/31/23
Name: Matthew Birnie Date
Title: County Manager

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:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/17/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 11/21/2023

TREASURER'S MONTHLY REPORT FOR OCTOBER 2023

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
	\$	\$	\$	\$
COUNTY FUNDS				
Due from Tre-County General	19,238,888.43	426,111.02	(1,638,326.73)	18,026,672.72
Due from Tre-Road & Bridge	3,348,707.95	640,134.45	(351.56)	3,988,490.84
Due from Tre-Human Services	467,711.89	293,214.46	(18.82)	760,907.53
Due from Tre-Public Health Agency	143,786.23	151,588.61	(350.53)	295,024.31
Due from Tre-Conservation Trust	209,394.46	11,094.12	-	220,488.58
Due from Tre-Bond Fund	164,533.95	487.83	-	165,021.78
Due from Tre-Airport	9,146.24	214,378.09	(2,329.55)	221,194.78
Due from Tre-Sales Tax	5,128,278.97	1,294,757.54	(32.64)	6,423,003.87
Due from Tre-Land Preservation	1,681,570.96	145,754.20	-	1,827,325.16
Due from Tre-Mosquito	29,473.05	2,348.69	(17.20)	31,804.54
Due from Tre-Sage Grouse	290,139.94	858.45	(607.72)	290,390.67
Due from Tre-Risk Management	31,331.21	4,751.06	(46.45)	36,035.82
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	398,277.43	8,536.24	(181,104.56)	225,709.11
Due from Tre-Sewer	1,391,578.99	203,374.53	(410,828.29)	1,184,125.23
Due from Tre-Water	933,697.28	115,400.49	-	1,049,097.77
Due from Tre-Solid Waste	731,954.77	279,463.31	(114,014.79)	897,403.29
Due from Tre-Housing Authority	3,252,581.52	8,169.94	(497,068.24)	2,763,683.22
Due from Tre-Gunn Sr Housing	229,891.02	17,734.52	-	247,625.54
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	990,748.55	10,537.84	(142,798.15)	858,488.24
Due from Tre-Internal Service II	556,187.58	25,066.31	(3,011.91)	578,241.98
Due from Tre-Insurance Trust	2,457,162.39	31,481.46	-	2,488,643.85
Due from Tre-Local Marketing District	1,483,129.88	568,761.88	-	2,051,891.76
Due from Tre-Rural Trans Auth	4,661,125.11	1,092,874.82	(104.92)	5,753,895.01
Due from Tre-Public Trustee Agency	6,027.15	-	(233.33)	5,793.82
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	-	-	-	-
Due from Tre-Treas Fees	-	14,608.31	(14,608.31)	-
Due from Tre-Health Claims	194,766.61	99,144.10	(210,171.67)	83,739.04
Due from Tre-Landfill Closure	1,214,606.16	9,632.99	-	1,224,239.15
Due from Tre-Landfill Cons Resv	1,447,197.80	26,729.89	-	1,473,927.69
Due from Tre-Payroll Clearing	47,072.91	1,315,548.66	(1,355,044.23)	7,577.34
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	13,663.58	40.51	-	13,704.09
Due From Tre-Housing Authority Restricted Deposits	29,990.96	-	-	29,990.96
Due From Tre-Housing Authority Restricted Cash #2	274,820.99	-	-	274,820.99
Due from Tre-Accounts Payable Clearing	1,273,526.50	2,899,637.65	(2,677,526.63)	1,495,637.52
Due from Tre-Finance Revenue Clearing	2,975,669.50	2,730,776.32	(5,706,445.82)	-
Due from Tre-Water Resource	47,969.89	142.23	-	48,112.12
Due from Tre-Workforce Impact Fees	384,249.40	1,139.28	-	385,388.68
Due from Tre-Living Community	4,191.50	4,696.44	(4,236.52)	4,651.42
COUNTY FUNDS TOTAL	55,923,429.73	12,648,976.24	(12,959,278.57)	55,613,127.40
CITIES AND TOWNS	\$	\$	\$	\$
Due from Tre-Crested Butte General	8,840.45	7,472.15	(8,859.34)	7,453.26
Due from Tre-Crested Butte Street/Alley	3,174.88	2,334.03	(3,244.91)	2,264.00
Due from Tre-Gunnison City General	7,395.68	6,740.07	(7,472.80)	6,662.95
Due from Tre-Marble General	1,368.17	947.57	(1,383.85)	931.89
Due from Tre-Mt Crested Butte General	13,377.43	12,334.72	(13,875.12)	11,837.03
Due from Tre-Pitkin General	628.74	176.45	(629.32)	175.87
CITIES AND TOWNS TOTAL	34,785.35	30,004.99	(35,465.34)	29,325.00
SCHOOLS	\$	\$	\$	\$
Due from Tre-Gunn RE1J Gen	195,707.47	185,826.85	(196,533.87)	185,000.45
Due from Tre-Gunn RE1J Bond	42,383.78	47,817.04	(42,843.12)	47,357.70
Due from Tre-Delta 50J General	7,725.91	6,736.65	(7,725.96)	6,736.60
Due from Tre-Delta 50J Bond	3.41	3.62	(3.41)	3.62
Due from Tre-Montrose RE1J General	928.00	842.10	(928.38)	841.72
Due from Tre-Montrose RE1J Bond	17.40	19.32	(17.40)	19.32
Due from Tre-Reij 2014 Mill Override	11,422.01	12,796.78	(11,576.56)	12,642.23

SCHOOLS TOTAL	258,187.98	254,042.36	(259,628.70)	252,601.64
IMPROVEMENT DISTRICTS	\$	\$	\$	\$
Due From Tre-Gunn Rising #2	137.54	119.86	(137.54)	119.86
Due From Tre-Gunn Rising #3	6.35	1.36	-	7.71
Due From Tre-Gunn Rising #4	8.91	1.91	-	10.82
Due from Tre-CO River Water CD	3,890.11	3,873.51	(3,967.27)	3,796.35
Due from Tre-Reserve MD2	944.27	1,635.73	(968.65)	1,611.35
Due from Tre-Mt Crested Butte DDA	4,028.63	3,280.77	(4,127.05)	3,182.35
Due from Tre-Bostwick Park Water CD	26.81	15.07	(26.81)	15.07
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	3,134.82	2,753.49	(3,157.85)	2,730.46
Due from Tre-Mt CB Water/San	13,739.19	10,866.22	(14,212.46)	10,392.95
Due from Tre-East River Regional SD	1,145.45	1,495.14	(1,174.41)	1,466.18
Due from Tre-Cemetery	2,012.98	1,956.70	(2,044.02)	1,925.66
Due from Tre-Gunn Co Metro Rec Dist	7,098.16	7,136.55	(7,244.12)	6,990.59
Due from Tre-N Fork Water CD	129.51	112.84	(129.52)	112.83
Due from Tre-Skyland MD	7,549.90	10,913.50	(7,780.67)	10,682.73
Due from Tre-Upper Gunn Water CD	13,225.17	13,717.31	(13,507.63)	13,434.85
Due from Tre-Crested Butte Fire PD	30,039.04	31,363.51	(30,778.72)	30,623.83
Due from Tre-Gunn Co Fire PD	7,836.07	7,538.32	(7,949.70)	7,424.69
Due from Tre-Carbondale & Rural Fire PD	4,400.37	4,245.66	(4,495.37)	4,150.66
Due from Tre-Ragged Mt Fire PD	698.65	609.15	(698.71)	609.09
Due from Tre-Arrowhead Fire PD	600.87	402.23	(606.06)	397.04
Due From Tre-Library General Fund	15,007.70	14,953.30	(15,305.42)	14,655.58
Due From Tre-Reserve MD#2 BOND 2016A	3,000.10	4,866.34	(3,067.66)	4,798.78
Due From Tre-North Fork Ambulance Health Service D	1,671.87	1,458.05	(1,672.02)	1,457.90
Due From Tre-Reserve MD #2 BOND 2016B	369.68	640.55	(379.23)	631.00
Due From Tre-Reserve MD #2 BOND 2016C	313.92	543.69	(322.03)	535.58
Due From Tre-Crested Butte Fire PD Bond	15,009.71	15,657.10	(15,378.96)	15,287.85
Due From Tre-Gunn Co Metro Rec North	7,797.53	8,216.65	(7,991.31)	8,022.87
IMPROVEMENT DISTRICTS TOTAL	143,823.31	148,374.51	(147,123.19)	145,074.63
MISC CONTROL	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	587,727.99	576,323.50	(590,808.02)	573,243.47
Due from Tre-Clerk Sales Tax	0.50	60,431.15	(60,431.65)	-
Due from Tre-SOT	-	273,030.50	(273,030.50)	-
Due from Tre-State Auto	-	231,986.36	(231,986.36)	-
Due from Tre-Clerk ST Domestic Abuse	-	1,040.00	(1,040.00)	-
Due from Tre-Clerk State Registrar	138.00	156.00	(294.00)	-
Due from Tre-Clerk State Specific	-	138.00	(138.00)	-
Due from Tre- State Tech 2.00 Surcharge	-	920.00	(920.00)	-
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	-	168,214.83	(168,214.83)	-
Due from Tre-Treas Deed	2,011.56	500.00	-	2,511.56
Due from Tre-Unused Remittances	1,958.50	27,820.52	-	29,779.02
Due from Tre-Elected Official Fees Clrg	20,368.56	58,034.23	(60,918.29)	17,484.50
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	683,650.73	1,398,595.09	(1,387,781.65)	694,464.17
GRAND TOTALS	57,043,877.10	14,479,993.19	(14,789,277.45)	56,734,592.84

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 October 2023.

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

Gunnison County Treasurer						
Investment Report						
31-Oct-23						
CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH
Cash on Hand	1100	44,686.22			Cash	N/A
BMO	1101	1,948,393.69	0.00%		Chkg	N/A
BMO CC	1103	612,586.20	0.00%		Chkg	N/A
BMO MM	1104	2,007,332.04	3.86%		MMA	Mo
BMO Sheriff Account	1109	43,718.39	0.00%		check	N/A
Wells Fargo Warrant Clearing	1145	1,073,204.90	0.00%		Chkg	N/A
Wells Fargo Revenue Clearing	1147	2,801,406.82	0.00%		Chkg	Mo
Colotrust Plus	1118	4,159,066.40	5.53%		Pool	Mo
C-Safe	1121	1,416,854.06	5.53%		Pool	Mo
Community Banks of Colorado MM	1320	2,332,430.56	3.50%		MMA	Mo
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	N/A
Investment Clearing	1199	84,044.66	1.98%		MMA	Mo
TOTAL CASH AND CHECKING		16,679,887.62				29.40%
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
Bank of Baroda HMT7	1260	221,911.44	0.65%		CD	SA/Mat 7/22/25 5 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 N140	1190	245,000.00	4.85%		CD	M/Mat 3/29/27
Capital One Bank RPN5	1271	228,194.43	1.45%		CD	SA/Mat 4/15/25 5 yrs
Capital One Bank USA HFT5	1213	236,725.61	3.45%		CD	M/MAT 6/29/27 5 YRS
Cellic Bank RRH2	1304	233,356.86	1.85%		CD	SA/Mat 8/30/24 5 yr
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
Community Bank 1715	1159	245,000.00	4.89%		CD	Annually/ Mat 12/22/24
Discover Bank 3N361	1209	237,220.02	3.45%		CD	SA/Mat 7/29/26
East Boston Savings PDL2	1254	232,872.50	0.25%		CD	SA/Mat 2/12/24
FECB EMZW5	1233	456,750.00	0.73%		AG	SA/Mat 5/19/25 4 yrs callable
FECB EPSF18	1163	501,666.67	6.00%		AG	SA/Mat 8/8/28 5 yrs callable
FECB EPHYE6	1157	500,000.00	5.93%		AG	SA/Mat 10/11/28 5 yrs callable
FECB MHL9	1247	479,480.00	0.31%		AG	SA/Mat 11/30/23 3 yrs callable
FECB MJTD	1245	438,456.90	0.60%		AG	SA/Mat 12/9/25 5 yrs callable
FECB NN892	1200	496,585.00	4.87%		AG	SA/Mat 9/28/26 4 yrs callable
FECB 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 AMTJ5	1235	314,405.00	0.75%		AG	SA/Mat 11/28/25 4yrs callable
FHLB AMXJ6	1234	463,920.00	0.50%		AG	SA7Mat 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 ARJRO	1217	473,410.00	3.20%		AG	SA/MAT 5/10/27 5 YRS CALLABLE
FHLB B558	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 LV48	1240	448,540.00	1.03%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LW24	1237	457,480.00	0.75%		AG	SA/MAT 4/22/25 4 YRS CALLABLE
FHLB PH404	1226	440,915.00	1.04%		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 FWF25	1206	498,880.00	4.15%		AG	SA/Mat 9/30/25 3 yrs Callable
FHLB AT4614	1201					CALLIED
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 5 yrs callable
FHLB VKS07	1175	500,000.00	5.00%		AG	SA/Mat 4/24/28 5 yrs callable
FHLB VKD35	1176	500,000.00	5.00%		AG	SA/Mat 4/12/27 4 yrs callable
FHLB VLU41	1174	500,000.00	4.85%		AG	SA/Mat 4/25/28 5yrs callable
FHLB VQF29	1172	500,000.00	5.00%		AG	SA/Mat 4/24/28 5 yrs callable
FHLB W5X40	1170	500,000.00	5.15%		AG	SA/Mat 5/24/28 5 yrs callable
FHLB LW477	1238	448,735.00	1.10%		AG	SA/MAT 4/22/26 5 YRS CALLABLE
FHLB X5W49	1160	300,000.00	5.70%		AG	SA/Mat 9/18/28 5 yrs Callable
FHLB XHF85	1156	500,000.00	6.05%		AG	SA/Mat 10/26/28 5 yrs callable
FHLMC 1EA72	1158	500,000.00	6.25%		AG	SA/Mat 10/24/28 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 CXN91	1207	484,035.50	4.00%		AG	SA/Mat 8/24/27 5 yrs Callable
FHLMC GX2T4	1216	490,210.00	4.00%		AG	SA/MAT 7/14/25 3 YRS CALLABLE
FHLMC GYT74	1169	500,656.25	5.25%		AG	SA/Mat 6/5/28 5 yrs Callable
FHLMC GYTW22	1168	500,000.00	5.30%		AG	SA/Mat 6/14/27 4 yrs Callable
FHLMC GYVX76	1167	500,000.00	5.45%		AG	SA/Mat 7/12/27 4 yrs callable
FHLMC GYW406	1166	500,000.00	5.85%		AG	SA/Mat 7/19/28 5 yrs callabel
FHLMC XAP9	1248	448,370.00	0.60%		AG	SA/Mat 11/12/25 5 yrs callable
FHLMC XXR08	1211	488,045.00	3.32%		AG	SA/MAT 6/30/25 3 YRS Callable
FHLMC XYD03	1212	484,040.00	3.25%		AG	SA/MAT 6/30/27 5 yrs Callable
FHLMC YPB21	1173	500,000.00	5.13%		AG	SA/Mat 4/26/27 4 yrs callable
FHLMC YQL93	1171	500,000.00	5.38%		AG	SA/Mat 11/3/27 4y6M callable
FHLMC YY485	1165	500,000.00	5.80%		AG	SA/Mat 7/26/27 4 yrs callable
FHLMC ZY59	1164	498,000.00	5.25%		AG	SA/Mat 8/9/28 5 yrs callable
First Natl Bank of America YUJ2	1228	214,819.43	0.85%		cd	M/Mat 9/30/26
Flagstar Bank E3X3	1256	228,665.60	0.50%		CD	SA/Mat 7/31/24 yrs
Gunnison Savings and Loan 4020	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	244,035.85	2.00%		CD	Qtrly/Mat 1/27/25
InBank Bank 9156	1402	223,036.00	4.17%		CD	A/Mat 2/21/24 - 7 mo
JP Morgan UNC9	1250	218,417.50	0.40%		CD	SA/Mat 9/30/25 5yrs callable
Leader Bank UHF2	1249					MATURED
Live Oak Bank 6HN7	1284	233,826.28	1.85%		CD	SA/Mat 7/24/24
Luano Savings PHA5	1253	232,812.23	0.30%		CD	SA/Mat 2/14/24
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 R8B8	1338	231,988.29	1.93%		CD	SA/Mat 1/2/25
Pacific Western Bank YK7	1273	233,361.03	1.20%		CD	SA/Mat 4/30/24 4 yrs
Park State Bank VA87	1265	224,038.53	0.90%		CD	M/Mat 5/22/25 5 yrs callable
Raymond James Bank	1293	232,245.79	1.85%		CD	SA/Mat 11/26/24 5 yrs
Redstone Bank 0776	1449	260,747.12	0.40%		CD	SA/Mat 11/8/23 - 3 yrs
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	223,248.45	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	510,433.77	7.22%		CD	Q/Mat 7/14/24 5 yr
TOTAL INVESTMENTS		40,052,601.27				70.60%
Cash per Treasurer's Ledger		56,732,488.89			100.00%	
Plus Pending Disbursements		2,103.95				
Total Due to All Funds		56,734,592.84				

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Vouchers and Transfers: October 2023 Cash Transfe

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Cash Transfer Report October 2023

Fiscal Impact: 8,582,102.76

Submitted by: Lupita Halligan

Submitter's Email Address: lhalligan@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 11/15/2023

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/17/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 11/21/2023



GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
 October-23

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(1,476,082.70)
130	95 11122	General - Payroll Account	1,315,548.66	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	(5,706,445.82)
002	02 11900	Road & Bridge	571,578.25	0.00
003	03 11900	Human Services	282,394.78	0.00
004	04 11900	Public Health Agency	115,663.37	0.00
007	07 11900	Conservation Trust	10,442.32	0.00
008	08 11900	Bond Fund	0.00	0.00
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	147,382.29	0.00
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	1,272,505.53	0.00
013	13 11900	Land Preservation	140,352.30	0.00
030	30 11900	Mosquito Control	1,682.95	0.00
032	32 11900	Sage Grouse Trust	0.00	(607.72)
034	34 11900	Risk Management	0.00	0.00
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	(181,104.56)
050	50 11900	Gunnison County Sewer	0.00	(407,643.24)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	112,067.12	0.00
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(111,246.67)
125	52 11101	Solid Waste - Landfill Closure	6,013.92	0.00
126	52 11102	Solid Waste - Landfill Const	22,372.70	0.00
070	70 11900	Housing Authority	0.00	(497,068.24)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	17,002.49	0.00
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	0.00	(142,718.15)
082	82 11900	ISF-II	22,166.35	0.00
090	90 11900	Health Insurance Trust	17,222.92	0.00
115	90 11101	Health Insurance Claims	0.00	(58,952.33)
091	91 11900	Local Marketing District	562,696.12	0.00
092	92 11900	Transportation Authority	1,065,373.04	0.00
093	93 11900	Public Trustee Agency	0.00	(233.33)
145	95 11121	Accounts Payable Clearing	2,899,637.65	0.00
TOTALS			\$ 8,582,102.76	\$ (8,582,102.76)

TRANSFER FOR JOURNAL ENTRIES:

310007310008310009310010310011309348, 307693, 309347, 309346, 309350, 308706, 310114, 308707, 309570, 309635, 309640, 309643, 309668, 309641, 308709, 310319, 310267, 310268, 310269, 309674, 308712, 310328, 310327, 310336, 310338, 310386, 310390, 310394, APV, AP, GBI, 310264, PRJ, UBB,

PREPARED BY: 
 AUTHORIZED BY: 
 RECEIVED BY TREASURER: 

DATE: 11/13/23
 DATE: NOV 13 2023
 DATE: 11-13-23

**GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
October-23**

Balance	JE's	Description	Finance Business Date	01	01	01	01	01	02	03	04	07	08
				General Fund 01 11900	Water Resource Prot. 01 11102	Workforce Impact Fees 01 11103	Courthouse Renovation 01 11105	Revenue Clearing 01 11106	Road & Bridge 02 11900	Human Services 03 11900	Public Health 04 11900	Conservation Trust 07 11900	Bond Fund 08 11900
-	310007	STND1: VEHICLE/EQUIPMENT RENT	10/31/2023	(20,035.59)						(223.74)			
-	310008	STND2: BUDGETED INTERFUND TRANSFERS	10/31/2023	32,420.33					(14,583.33)		(5,166.67)		
-	310009	STND3: MAPPING SYSTEM CHARGES	10/31/2023	(11,534.02)					(1,675.83)	(22.08)	(22.08)		
-	310010	STND4: TELEPHONE/FAX SYSTEM CHARGES	10/31/2023	(3,964.15)					(324.17)	(637.50)	(712.50)		
-	310011	STND5: COMPUTER SYSTEM CHARGES	10/31/2023	(22,317.77)					(2,870.83)	(1,270.83)	(3,349.59)		
-	309348,	DHS ACCOUNTING TIME 3RD Q	9/30/2023	2,665.37						(2,665.37)			
-	307693,	RECLASS TO CORRECT GRANT	7/31/2023	4,285.99									
-	309347,	REVENUE CLEARING SEPT	9/30/2023	168,957.29				(2,975,669.50)	356,506.96	141,036.11	87,094.56	10,442.32	
-	309346,	DHS ATTOY. TIME 3RD Q	9/30/2023	30,794.69						(30,794.69)			
-	309350,	RECLASS TO NEW ACCOUNT CODE	9/30/2023	46,971.22									
-	308706,	RECLASS PHOTOGRAPHY	8/31/2023	(51.26)							51.26		
-	310114,	WATER SEWER POSTAGE	10/1/2023	679.38									
-	308707,	RECORD AIRPORT ID BADGES	8/31/2023	(150.00)									
-	309570,	MOTOR POOL SEPTEMBER RENTS	9/30/2023	(4,688.64)						(187.44)	(879.78)		
-	309635,	RECORD FLEX ADMIN FEES	9/30/2023	(288.00)									
-	309640,	FUEL TAX REFUNS 3RD Q	9/30/2023	(2,955.62)						22.96	13.59		
-	309643,	RECLASS PR CORRECT ACCOUNT	9/30/2023							(4,963.79)	4,963.79		
-	309668,	CFMS SETTLEMENT SEPT	9/30/2023	31,150.20						(31,150.20)			
-	309641,	RECORD BERKLEY MED	9/30/2023										
-	308709,	RECORD BERKLEY MED	8/31/2023										
-	310319,	PH PHOTOCOPY	10/31/2023	(44.04)							(220.00)		
-	310267,	POSTAGE USE OCTOBER	10/31/2023	(1,817.01)									
-	310268,	COPIES BLACK OCT 2023	10/31/2023	(951.16)					(0.56)	(10.04)	(8.32)		
-	310269,	COPIES COLOR OCT 2023	10/31/2023	(4,301.10)						(4.86)	(6.48)		
-	309674,	BUD TRANS 3Q FROM SAGE GROUSE	9/30/2023	5,975.35									
-	308712,	RECLASS TO CORRECT ACCOUNT	8/31/2023	(569.34)							569.34		
-	310328,	DHS RENT JUL-OCT	10/31/2023	42,784.00						(42,784.00)			
-	310327,	MOTOR POOL RENTS OCT	10/31/2023	(3,887.40)						(491.04)	(348.48)		
-	310336,	LANDFILL ALLOCATION OCT	10/31/2023										
-	310338,	RECORD BERKLEY MED	10/31/2023										
-	310386,	REC MED/DEN/FLEX/Rx CHECKS OCT	10/31/2023	(5,487.58)									
-	310390,	REVENUE CLEARING OCT	10/31/2023	124,163.74				(2,730,776.32)	384,424.79	264,376.53	75,053.07		
-	310394,	FIX SHORTFALL	10/31/2023										
-	APV,	AP Voids 8/23/23 - 09/19/23											
-	AP,	AP CLEARING October	10/31/2023	(588,304.27)					(147,249.30)	(7,835.24)	(41,368.34)		
-	GBI,	LANDFILL INTERFUND CHARGES	10/31/2023	(34.65)					(71.74)				
-	310264,	NET PAYROLL TRANSFER	10/31/2023	(921,229.95)									
-	PRJ,	Payroll Tax Journal	10/31/2023	(374,318.71)									
-	UBB,	4TH Q WATER SEWER TRANSFERS	10/1/2023	-	-	-	-	-	(2,577.74)	-	-	-	-
-		TOTALS		(1,476,082.70)	-	-	-	(5,706,445.82)	571,578.25	282,394.78	115,663.37	10,442.32	-

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

October-23

JE's	Description	Finance Business Date	08	08	10	10	12	13	30	32	34	43	50	50
			Series 2010 Bond Reserve	Series 2013 Bond Reserve	Airport Operations	Terminal Construction	Sales Tax	Land Preservation	Mosquito Control	Sage Grouse	Risk Management	Capital Expenditures	Sewer Fund	Sewer Bond Reserve
			08 11101	08 11102	10 11900	10 11101	12 11900	13 11900	30 11900	32 11900	34 11900	43 11900	50 11900	50 11101
310007	STND1: VEHICLE/EQUIPMENT RENT	10/31/2023			(502.25)									(397.12)
310008	STND2: BUDGETED INTERFUND TRANSFERS	10/31/2023			(4,635.00)				1,682.95					(420.00)
310009	STND3: MAPPING SYSTEM CHARGES	10/31/2023			(22.08)									
310010	STND4: TELEPHONE/FAX SYSTEM CHARGES	10/31/2023			(308.33)									
310011	STND5: COMPUTER SYSTEM CHARGES	10/31/2023			(1,541.67)									
309348,	DHS ACCOUNTING TIME 3RD Q	9/30/2023												
307693,	RECLASS TO CORRECT GRANT	7/31/2023												
309347,	REVENUE CLEARING SEPT	9/30/2023			109,023.19		781,785.86	70,176.15						
309346,	DHS ATTOY. TIME 3RD Q	9/30/2023												
309350,	RECLASS TO NEW ACCOUNT CODE	9/30/2023										(46,971.22)		
308706,	RECLASS PHOTOGRAPHY	8/31/2023												
310114,	WATER SEWER POSTAGE	10/1/2023												(455.10)
308707,	RECORD AIRPORT ID BADGES	8/31/2023			150.00									
309570,	MOTOR POOL SEPTEMBER RENTS	9/30/2023												
309635,	RECORD FLEX ADMIN FEES	9/30/2023												
309640,	FUEL TAX REFUNS 3RD Q	9/30/2023												
309643,	RECLASS PR CORRECT ACCOUNT	9/30/2023												
309668,	CFMS SETTLEMENT SEPT	9/30/2023												
309641,	RECORD BERKLEY MED	9/30/2023												
308709,	RECORD BERKLEY MED	8/31/2023												
310319,	PH PHOTOCOPY	10/31/2023												
310267,	POSTAGE USE OCTOBER	10/31/2023												
310268,	COPIES BLACK OCT 2023	10/31/2023			(15.33)									
310269,	COPIES COLOR OCT 2023	10/31/2023			(101.87)									
309674,	BUD TRANS 3Q FROM SAGE GROUSE	9/30/2023								(5,975.35)				
308712,	RECLASS TO CORRECT ACCOUNT	8/31/2023												
310328,	DHS RENT JUL-OCT	10/31/2023												
310327,	MOTOR POOL RENTS OCT	10/31/2023												
310336,	LANDFILL ALLOCATION OCT	10/31/2023								8,084.33				
310338,	RECORD BERKLEY MED	10/31/2023												
310386,	REC MED/DEN/FLEX/Rx CHECKS OCT	10/31/2023												
310390,	REVENUE CLEARING OCT	10/31/2023			86,800.17		708,908.77	70,176.15						
310394,	FIX SHORTFALL	10/31/2023												
APV,	AP Voids 8/23/23 - 09/19/23													
AP,	AP CLEARING October	10/31/2023			(41,464.54)		(218,189.10)			(2,716.70)		(133,935.43)	(292,896.69)	
GBI,	LANDFILL INTERFUND CHARGES	10/31/2023												
310264,	NET PAYROLL TRANSFER	10/31/2023												
PRJ,	Payroll Tax Journal	10/31/2023												
UBB,	4TH Q WATER SEWER TRANSFERS	10/1/2023	-	-	-	-	-	-	-	-	-	(197.91)	(113,474.33)	-
	TOTALS		-	-	147,382.29	-	#####	140,352.30	1,682.95	(607.72)	-	(181,104.56)	(407,643.24)	-

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

October-23

JE's	Description	Finance Business Date	51	51	52	52	52	70	70	71	71	72	80	82
			Water Fund 51 11900	Water Bond Reserve 51 11101	Solid Waste 52 11900	Landfill Closure 52 11101	Landfill Construction 52 11102	Housing Authority 70 11900	Hsg Auth Deposits 70 11101	Senior Housing 71 11900	Senior Hsg. Deposits 71 11101	Assisted Living 72 11900	Internal Service I 80 11900	Internal Service II 82 11900
310007	STND1: VEHICLE/EQUIPMENT RENT	10/31/2023	(576.68)		(12,618.14)								34,468.10	(114.58)
310008	STND2: BUDGETED INTERFUND TRANSFERS	10/31/2023						(866.70)						(5,305.00)
310009	STND3: MAPPING SYSTEM CHARGES	10/31/2023	(661.66)											13,937.75
310010	STND4: TELEPHONE/FAX SYSTEM CHARGES	10/31/2023			(37.50)								(37.50)	6,059.15
310011	STND5: COMPUTER SYSTEM CHARGES	10/31/2023	(166.67)		(312.50)								(166.67)	32,192.36
309348,	DHS ACCOUNTING TIME 3RD Q	9/30/2023												
307693,	RECLASS TO CORRECT GRANT	7/31/2023						(4,285.99)						
309347,	REVENUE CLEARING SEPT	9/30/2023			351.15					10,829.00				
309346,	DHS ATTOY. TIME 3RD Q	9/30/2023												
309350,	RECLASS TO NEW ACCOUNT CODE	9/30/2023												
308706,	RECLASS PHOTOGRAPHY	8/31/2023												
310114,	WATER SEWER POSTAGE	10/1/2023	(224.28)											
308707,	RECORD AIRPORT ID BADGES	8/31/2023												
309570,	MOTOR POOL SEPTEMBER RENTS	9/30/2023											5,755.86	
309635,	RECORD FLEX ADMIN FEES	9/30/2023												
309640,	FUEL TAX REFUNS 3RD Q	9/30/2023	25.69		296.04								2,597.34	
309643,	RECLASS PR CORRECT ACCOUNT	9/30/2023												
309668,	CFMS SETTLEMENT SEPT	9/30/2023												
309641,	RECORD BERKLEY MED	9/30/2023												
308709,	RECORD BERKLEY MED	8/31/2023												
310319,	PH PHOTOCOPY	10/31/2023												264.04
310267,	POSTAGE USE OCTOBER	10/31/2023												1,817.01
310268,	COPIES BLACK OCT 2023	10/31/2023												985.41
310269,	COPIES COLOR OCT 2023	10/31/2023												4,414.31
309674,	BUD TRANS 3Q FROM SAGE GROUSE	9/30/2023												
308712,	RECLASS TO CORRECT ACCOUNT	8/31/2023												
310328,	DHS RENT JUL-OCT	10/31/2023												
310327,	MOTOR POOL RENTS OCT	10/31/2023											4,812.72	(85.80)
310336,	LANDFILL ALLOCATION OCT	10/31/2023			(36,470.95)	6,013.92	22,372.70							
310338,	RECORD BERKLEY MED	10/31/2023												
310386,	REC MED/DEN/FLEX/Rx CHECKS OCT	10/31/2023												
310390,	REVENUE CLEARING OCT	10/31/2023			29,926.97					10,483.00				
310394,	FIX SHORTFALL	10/31/2023												
APV,	AP Voids 8/23/23 - 09/19/23													
AP,	AP CLEARING October	10/31/2023	(2,579.26)		(92,488.13)			(491,915.55)		(4,309.51)			(190,148.00)	(31,998.30)
GBI,	LANDFILL INTERFUND CHARGES	10/31/2023			106.39									
310264,	NET PAYROLL TRANSFER	10/31/2023												
PRJ,	Payroll Tax Journal	10/31/2023												
UBB,	4TH Q WATER SEWER TRANSFERS	10/1/2023	116,249.98	-	-	-	-	-	-	-	-	-	-	-
	TOTALS		112,067.12	-	(111,246.67)	6,013.92	22,372.70	(497,068.24)	-	17,002.49	-	-	(142,718.15)	22,166.35

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

October-23

JE's	Description	Finance Business Date	90	90	91	92	93	95	95
			Health Insurance 90 11900	Health Claims Clearing 90 11101	Marketing District 91 11900	Transportation Authority 92 11900	Public Trustee 93 11900	Accounts Pay Clearing 95 11121	Payroll Clearing 95 11122
310007	STND1: VEHICLE/EQUIPMENT RENT	10/31/2023							
310008	STND2: BUDGETED INTERFUND TRANSFERS	10/31/2023			(2,083.33)	(1,043.25)			
310009	STND3: MAPPING SYSTEM CHARGES	10/31/2023							
310010	STND4: TELEPHONE/FAX SYSTEM CHARGES	10/31/2023					(37.50)		
310011	STND5: COMPUTER SYSTEM CHARGES	10/31/2023					(195.83)		
309348,	DHS ACCOUNTING TIME 3RD Q	9/30/2023							
307693,	RECLASS TO CORRECT GRANT	7/31/2023							
309347,	REVENUE CLEARING SEPT	9/30/2023			493,479.94	745,986.97			
309346,	DHS ATTOY. TIME 3RD Q	9/30/2023							
309350,	RECLASS TO NEW ACCOUNT CODE	9/30/2023							
308706,	RECLASS PHOTOGRAPHY	8/31/2023							
310114,	WATER SEWER POSTAGE	10/1/2023							
308707,	RECORD AIRPORT ID BADGES	8/31/2023							
309570,	MOTOR POOL SEPTEMBER RENTS	9/30/2023							
309635,	RECORD FLEX ADMIN FEES	9/30/2023	288.00						
309640,	FUEL TAX REFUNS 3RD Q	9/30/2023							
309643,	RECLASS PR CORRECT ACCOUNT	9/30/2023							
309668,	CFMS SETTLEMENT SEPT	9/30/2023							
309641,	RECORD BERKLEY MED	9/30/2023	6,265.72	(6,265.72)					
308709,	RECORD BERKLEY MED	8/31/2023	63,130.98	(63,130.98)					
310319,	PH PHOTOCOPY	10/31/2023							
310267,	POSTAGE USE OCTOBER	10/31/2023							
310268,	COPIES BLACK OCT 2023	10/31/2023							
310269,	COPIES COLOR OCT 2023	10/31/2023							
309674,	BUD TRANS 3Q FROM SAGE GROUSE	9/30/2023							
308712,	RECLASS TO CORRECT ACCOUNT	8/31/2023							
310328,	DHS RENT JUL-OCT	10/31/2023							
310327,	MOTOR POOL RENTS OCT	10/31/2023							
310336,	LANDFILL ALLOCATION OCT	10/31/2023							
310338,	RECORD BERKLEY MED	10/31/2023	42,297.90	(42,297.90)					
310386,	REC MED/DEN/FLEX/Rx CHECKS OCT	10/31/2023	(47,254.69)	52,742.27					
310390,	REVENUE CLEARING OCT	10/31/2023			353,799.51	622,663.62			
310394,	FIX SHORTFALL	10/31/2023						(20,000.00)	20,000.00
APV,	AP Voids 8/23/23 - 09/19/23								
AP,	AP CLEARING October	10/31/2023	(47,504.99)		(282,500.00)	(302,234.30)		2,919,637.65	
GBI,	LANDFILL INTERFUND CHARGES	10/31/2023							
310264,	NET PAYROLL TRANSFER	10/31/2023							921,229.95
PRJ,	Payroll Tax Journal	10/31/2023							374,318.71
UBB,	4TH Q WATER SEWER TRANSFERS	10/1/2023	-	-	-	-	-	-	-
TOTALS			17,222.92	(58,952.33)	562,696.12	1,065,373.04	(233.33)	2,899,637.65	#####

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

September 2023 Sales Tax and Local Marketing Tax Reports

Fiscal Impact: See reports

Submitted by: Lupita Halligan

Submitter's Email Address: lhalligan@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 11/15/2023

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/17/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 11/21/2023

Gunnison County, Colorado

Total 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	19,691,239	16,061,087	18,892,531	24,906,638	28,787,334	30,054,958	23,838,013				198,416,331
Crested Butte	15,075,290	15,248,551	17,712,670	6,217,119	8,538,003	14,222,157	23,021,002	17,145,443	14,468,793				131,649,028
Mt. Crested Butte	8,468,197	10,268,039	10,841,913	2,300,815	1,762,104	3,475,304	8,054,444	4,954,151	3,394,676				53,519,643
Marble	131,754	67,728	87,331	79,408	243,675	386,138	639,387	421,545	584,264				2,641,230
Pitkin	55,308	42,949	45,531	65,200	94,704	339,388	592,807	306,519	273,533				1,815,939
Unincorporated	14,162,533	14,506,071	17,251,665	14,303,145	15,729,974	20,795,994	24,961,795	25,812,830	26,587,137				174,111,144
TOTAL TAXABLE SALES	55,756,070	58,454,881	65,630,349	39,026,774	45,260,991	64,125,619	86,056,769	78,695,446	69,146,416	0	0	0	562,153,315
Computed 1% Sales Tax	557,560.70	584,548.81	656,303.49	390,267.74	452,609.91	641,256.19	860,567.69	786,954.46	691,464.16				5,621,533
% Incr(Decr) of 2023 over 2022	7.68%	9.17%	3.44%	-0.66%	1.04%	-5.60%	11.60%	4.70%	4.91%				

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	205,777,592	198,416,331	(7,361,261)	-3.58%
Crested Butte	137,846,526	131,649,028	(6,197,498)	-4.50%
Mt. Crested Butte	50,481,244	53,519,643	3,038,399	6.02%
Marble	2,786,525	2,641,230	(145,295)	-5.21%
Pitkin	1,493,772	1,815,939	322,167	21.57%
Unincorporated	140,581,782	174,111,144	33,529,362	23.85%
TOTAL TAXABLE SALES	538,967,441	562,153,315	23,185,874	4.30%
TOTAL COUNTY REVENUE	2,794,684	3,005,367	210,683	7.54%

	Y-T-D 2021 TOTAL	Y-T-D 2022 TOTAL	Difference	%
City of Gunnison	194,730,101	205,777,592	11,047,491	5.67%
Crested Butte	131,028,564	137,846,526	6,817,962	5.20%
Mt. Crested Butte	41,068,195	50,481,244	9,413,049	22.92%
Marble	2,693,566	2,786,525	92,959	3.45%
Pitkin	1,360,501	1,493,772	133,271	9.80%
Unincorporated	102,617,210	140,581,782	37,964,572	37.00%
TOTAL TAXABLE SALES	473,498,137	538,967,441	65,469,304	13.83%
TOTAL COUNTY REVENUE	2,349,118	2,794,684	445,565	18.97%

PREVIOUS YEARS FOR COMPARISON

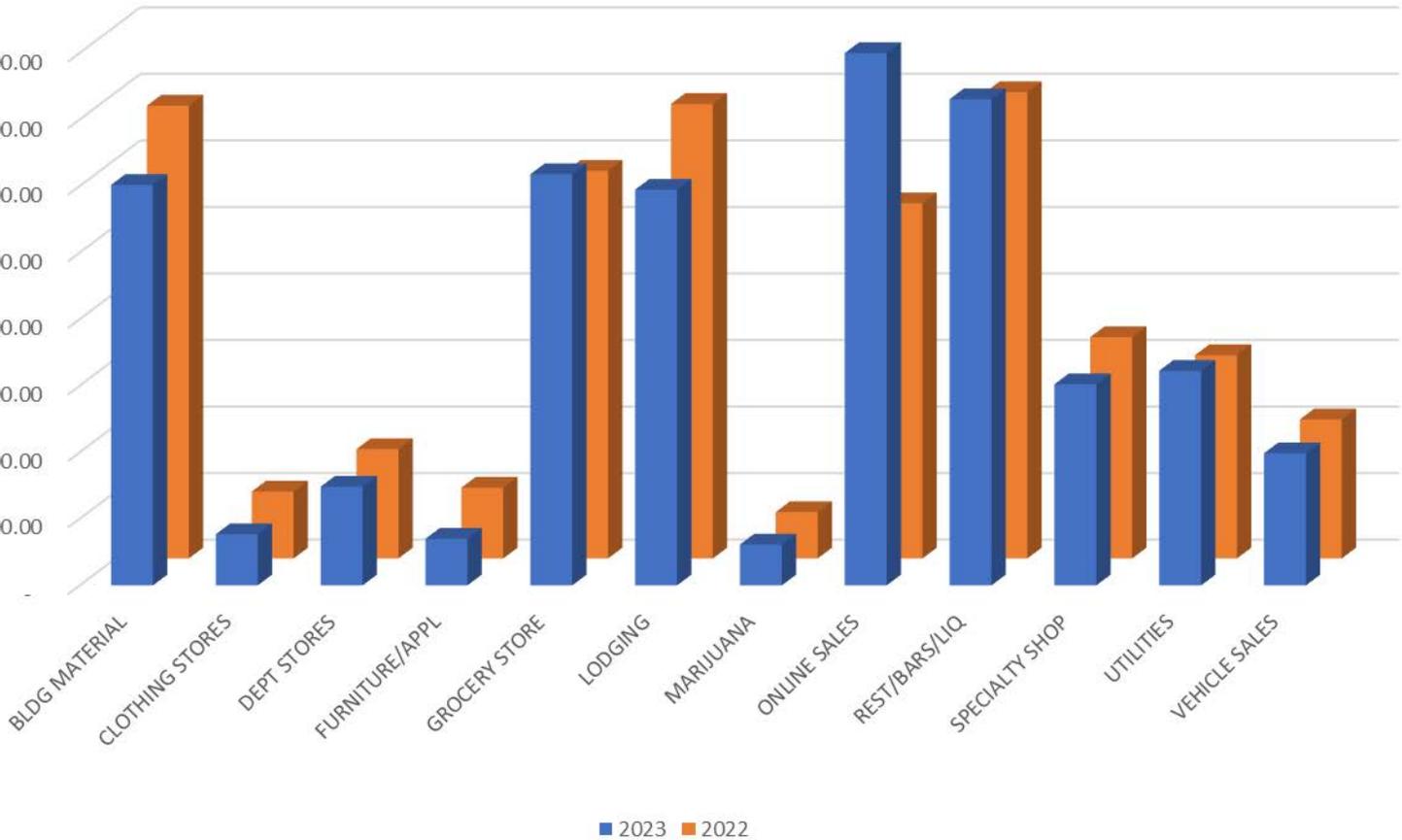
	2020 TOTAL	2021 TOTAL	Difference	%
City of Gunnison	217,223,917	255,916,781	38,692,864	17.81%
Crested Butte	129,700,628	167,915,771	38,215,143	29.46%
Mt. Crested Butte	36,716,482	51,409,373	14,692,891	40.02%
Marble	2,857,002	3,281,011	424,009	14.84%
Pitkin	1,278,152	1,709,362	431,210	33.74%
Unincorporated	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													<u>Total</u>	<u>Year to Date</u>	<i>Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted</i>	
	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>				
2023	Current Month TOTAL COUNTY REVENUE	\$ 324,932.02	\$ 340,143.76	\$ 389,749.07	\$ 241,988.60	\$ 280,293.83	\$ 399,947.07	\$ 530,431.82	\$ 497,880.38	\$ 454,006.77				\$ 3,459,373.32	\$ 3,459,373.32	\$ 3,940,000.00
	% Change over previous year (monthly)	10.94%	14.37%	7.64%	5.16%	3.91%	-5.74%	13.91%	10.04%	11.74%					8.07%	87.80%
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	\$ 3,200,988.14	\$ 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%		17.62%	93.96%
2021	Current Month TOTAL COUNTY REVENUE	\$ 233,764.43	\$ 257,877.27	\$ 290,061.24	\$ 199,331.52	\$ 232,967.59	\$ 360,365.64	\$ 410,033.18	\$ 364,717.53	\$ 372,329.35	\$ 273,280.66	\$ 250,647.04	\$ 326,388.65	\$ 3,571,764.10	\$ 2,721,447.75	\$ 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%		27.97%	79.89%
2020	Current Month TOTAL COUNTY REVENUE	\$ 211,645.49	\$ 216,060.62	\$ 168,955.20	\$ 143,088.55	\$ 170,460.34	\$ 251,543.96	\$ 335,046.12	\$ 304,308.97	\$ 325,464.58	\$ 238,366.46	\$ 205,331.59	\$ 299,015.41	\$ 2,869,287.29	\$ 2,126,573.83	\$ 2,364,672.12
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		14.27%	89.93%
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	\$ 1,861,081.80	\$ 2,110,144.44
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		6.64%	88.20%
2018	Current Month TOTAL COUNTY REVENUE	\$ 158,998.15	\$ 147,877.26	\$ 168,534.55	\$ 120,215.15	\$ 143,035.31	\$ 214,044.30	\$ 282,456.83	\$ 233,447.74	\$ 276,580.27	\$ 159,001.17	\$ 125,310.95	\$ 194,759.60	\$ 2,224,261.28	\$ 1,745,189.56	\$ 1,924,050.00
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		14.62%	90.70%
2017	Current Month TOTAL COUNTY REVENUE	\$ 139,392.05	\$ 147,046.94	\$ 175,494.85	\$ 96,225.07	\$ 115,278.76	\$ 183,923.35	\$ 225,051.99	\$ 239,240.43	\$ 200,934.31	\$ 141,366.34	\$ 116,835.75	\$ 182,355.98	\$ 1,963,145.82	\$ 1,522,587.75	\$ 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%		1.95%	82.82%
2016	Current Month TOTAL COUNTY REVENUE	\$ 125,157.30	\$ 162,978.56	\$ 157,480.34	\$ 104,370.28	\$ 109,392.20	\$ 180,729.23	\$ 236,844.80	\$ 228,536.23	\$ 188,023.92	\$ 120,347.56	\$ 95,627.52	\$ 172,116.30	\$ 1,881,604.24	\$ 1,493,512.86	\$ 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%		8.23%	81.26%
2015	Current Month TOTAL COUNTY REVENUE	\$ 126,678.67	\$ 125,794.53	\$ 150,379.22	\$ 85,651.79	\$ 102,663.54	\$ 165,070.67	\$ 230,768.25	\$ 195,967.70	\$ 196,937.46	\$ 113,087.50	\$ 100,454.29	\$ 165,122.68	\$ 1,758,576.30	\$ 1,379,911.83	\$ 1,590,000.00
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		8.85%	86.79%
2014	Current Month TOTAL COUNTY REVENUE	\$ 111,193.82	\$ 111,264.35	\$ 135,936.02	\$ 79,959.58	\$ 99,519.75	\$ 148,591.26	\$ 217,271.71	\$ 182,557.86	\$ 181,452.74	\$ 107,834.56	\$ 96,183.39	\$ 151,915.60	\$ 1,623,680.64	\$ 1,267,747.09	\$ 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%		8.10%	86.12%
2013	Current Month TOTAL COUNTY REVENUE	\$ 110,323.53	\$ 106,514.20	\$ 130,684.01	\$ 75,428.71	\$ 91,528.08	\$ 141,300.06	\$ 202,862.92	\$ 166,649.18	\$ 147,508.85	\$ 108,616.50	\$ 90,259.56	\$ 138,427.93	\$ 1,510,103.53	\$ 1,172,799.54	\$ 1,425,560.00
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%		7.36%	82.27%
2012	Current Month TOTAL COUNTY REVENUE	\$ 92,940.69	\$ 110,678.57	\$ 116,280.84	\$ 77,835.01	\$ 94,048.48	\$ 145,374.41	\$ 181,344.11	\$ 141,276.47	\$ 132,636.58	\$ 96,095.54	\$ 88,302.36	\$ 131,131.54	\$ 1,407,944.60	\$ 1,092,415.16	\$ 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%		3.52%	82.18%
2011	Current Month TOTAL COUNTY REVENUE	\$ 98,483.50	\$ 99,062.88	\$ 119,211.37	\$ 71,571.55	\$ 81,077.59	\$ 119,386.11	\$ 177,639.68	\$ 157,047.23	\$ 131,749.00	\$ 91,514.44	\$ 85,637.00	\$ 141,760.78	\$ 1,374,141.13	\$ 1,055,228.91	\$ 1,314,611.00

2022/2023 YTD Industry Comparison as of September 2023



Sept 2023

Taxes by Industry

Amusement & Entertainment	\$18,311.79
Bldg Material & Trades	\$90,440.93
Clothing Stores	\$8,916.31
Department Stores	\$18,101.44
Furniture & Appliance Stores	\$12,711.15
Gas/Convenience Stores	\$10,454.83
Grocery Stores	\$58,490.06
Lodging	\$42,412.44
Manufacturing	\$12,756.99
Marijuana	\$7,086.37
Miscellaneous Services	\$59,798.73
Online Sales	\$179,111.05
Ranching & Agriculture	\$537.80
Restaurant/Bars/Liquor Stores	\$91,630.98
Specialty Shops	\$31,998.59
Utilities	\$28,571.18
Vehicle Sales/Parts/Services	\$20,133.52
<i>GRAND TOTAL:</i>	\$691,464.16

Taxes by Industry and Jurisdiction

Sept 2023

Amusement & Entertainment

<i>Almont</i>	138.50
<i>Crested Butte</i>	4259.55
<i>Gunnison</i>	8076.01
<i>Marble</i>	64.34
<i>Mt. Crested Butte</i>	3518.12
<i>Pitkin</i>	1.89
<i>Rem of Cnty</i>	2253.38

Grand Total By Industry: \$18,311.79

Bldg Material & Trades

<i>Almont</i>	3.14
<i>Crested Butte</i>	31816.03
<i>Gunnison</i>	42976.43
<i>Marble</i>	223.37
<i>Mt. Crested Butte</i>	941.64
<i>Ohio City</i>	474.49
<i>Parlin</i>	5.90
<i>Pitkin</i>	382.59
<i>Rem of Cnty</i>	12661.21
<i>Somerset</i>	956.13

Grand Total By Industry: \$90,440.93

Clothing Stores

<i>Almont</i>	0.56
<i>Crested Butte</i>	5770.23
<i>Gunnison</i>	2657.66
<i>Marble</i>	1.97
<i>Mt. Crested Butte</i>	468.10
<i>Ohio City</i>	0.75
<i>Parlin</i>	0.45
<i>Rem of Cnty</i>	16.60
<i>Sapinero</i>	-0.01

Grand Total By Industry: \$8,916.31

Department Stores

<i>Gunnison</i>	18101.44
<i>Grand Total By Industry:</i>	\$18,101.44
Furniture & Appliance Stores	
<i>Crested Butte</i>	9118.59
<i>Gunnison</i>	2039.00
<i>Marble</i>	38.76
<i>Mt. Crested Butte</i>	442.49
<i>Pitkin</i>	5.11
<i>Rem of Cnty</i>	1067.20
<i>Grand Total By Industry:</i>	\$12,711.15
Gas/Convenience Stores	
<i>Almont</i>	12.87
<i>Crested Butte</i>	2060.35
<i>Gunnison</i>	7500.29
<i>Pitkin</i>	417.74
<i>Rem of Cnty</i>	463.58
<i>Grand Total By Industry:</i>	\$10,454.83
Grocery Stores	
<i>Crested Butte</i>	4218.83
<i>Gunnison</i>	53554.28
<i>Mt. Crested Butte</i>	9.80
<i>Rem of Cnty</i>	707.15
<i>Grand Total By Industry:</i>	\$58,490.06
Lodging	
<i>Almont</i>	5126.24
<i>Crested Butte</i>	4660.50
<i>Gunnison</i>	12182.57
<i>Marble</i>	584.59
<i>Mt. Crested Butte</i>	8386.08
<i>Ohio City</i>	15.95
<i>Pitkin</i>	916.23
<i>Powderhorn</i>	58.98
<i>Rem of Cnty</i>	10413.53
<i>Somerset</i>	67.77
<i>Grand Total By Industry:</i>	\$42,412.44
Manufacturing	
<i>Almont</i>	1.76
<i>Crested Butte</i>	5051.89

<i>Gunnison</i>	3017.87
<i>Marble</i>	945.39
<i>Mt. Crested Butte</i>	693.61
<i>Rem of Cnty</i>	2692.92
<i>Somerset</i>	353.55

Grand Total By Industry: \$12,756.99

Marijuana

<i>Crested Butte</i>	2504.83
<i>Gunnison</i>	4581.54

Grand Total By Industry: \$7,086.37

Miscellaneous Services

<i>Almont</i>	3412.49
<i>Crested Butte</i>	13635.38
<i>Gunnison</i>	15048.50
<i>Marble</i>	410.44
<i>Mt. Crested Butte</i>	13165.07
<i>Ohio City</i>	4.26
<i>Pitkin</i>	341.59
<i>Rem of Cnty</i>	12763.58
<i>Somerset</i>	1017.42

Grand Total By Industry: \$59,798.73

Online Sales

<i>Rem of Cnty</i>	179111.05
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Grand Total By Industry: \$179,111.05

Ranching & Agriculture

<i>Crested Butte</i>	457.08
<i>Gunnison</i>	80.72

Grand Total By Industry: \$537.80

Restaurant/Bars/Liquor Stores

<i>Crested Butte</i>	45425.56
<i>Gunnison</i>	35897.57
<i>Marble</i>	3119.47
<i>Mt. Crested Butte</i>	1981.56
<i>Pitkin</i>	83.38
<i>Rem of Cnty</i>	5116.67
<i>Somerset</i>	6.77

Grand Total By Industry: \$91,630.98

Specialty Shops

<i>Almont</i>	0.74
<i>Crested Butte</i>	10397.07
<i>Gunnison</i>	11410.87
<i>Marble</i>	239.23
<i>Mt. Crested Butte</i>	711.79
<i>Ohio City</i>	7.67
<i>Pitkin</i>	19.89
<i>Powderhorn</i>	23.95
<i>Rem of Cnty</i>	8761.63
<i>Somerset</i>	425.75

Grand Total By Industry: \$31,998.59

Utilities

<i>Almont</i>	2916.16
<i>Crested Butte</i>	4049.94
<i>Gunnison</i>	7027.29
<i>Marble</i>	156.77
<i>Mt. Crested Butte</i>	3525.32
<i>Ohio City</i>	228.75
<i>Parlin</i>	1.14
<i>Pitkin</i>	341.46
<i>Rem of Cnty</i>	10202.40
<i>Somerset</i>	121.95

Grand Total By Industry: \$28,571.18

Vehicle Sales/Parts/Services

<i>Crested Butte</i>	1262.10
<i>Gunnison</i>	14228.09
<i>Marble</i>	58.31
<i>Mt. Crested Butte</i>	103.18
<i>Ohio City</i>	0.62
<i>Pitkin</i>	225.45
<i>Rem of Cnty</i>	4199.29
<i>Somerset</i>	56.48

Grand Total By Industry: \$20,133.52

\$691,464.16

COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2023	Current Month Net Collection	318,489.00	327,208.00	432,664.00	96,286.00	124,021.56	302,137.15	498,398.00	356,485.00	452,768.00					
	Interest Credit	(12.00)	33.00	3.00	2.00	20.00	20.00	2.00	58.00	2.00					
	Program Cost	297.21	423.69	445.61	385.57	443.27	(9,892.82)	64.59	830.24	725.82					
	Current Total Distribution	\$ 318,774.21	\$ 327,664.69	\$ 433,112.61	\$ 96,673.57	\$ 124,484.83	\$ 292,264.33	\$ 498,464.59	\$ 357,373.24	\$ 453,495.82	\$ -	\$ -	\$ -	\$ 2,902,307.89	\$ 2,902,307.89
	% Change over previous year (cumulative)	-2.64%	-3.44%	-13.46%	-11.88%	-10.70%	-10.76%	-7.64%	-6.67%	-3.44%					
2022	Current Month Net Collection	327,256.87	341,717.00	577,721.00	87,056.10	121,610.00	339,371.96	479,361.88	358,736.24	381,448.90	193,738.00	109,755.00	332,544.60		
	Interest Credit	35.00	199.00	11.00	-	1.00	14.00	0.43	64.00	10.00	193.00	31.00	358.00		
	Program Cost	142.12	151.65	226.31	233.30	283.10	(11,062.93)	-	680.39	473.44	531.90	308.52	144.32		
	Current Total Distribution	\$ 327,433.99	\$ 342,067.65	\$ 577,958.31	\$ 87,289.40	\$ 121,894.10	\$ 328,323.03	\$ 479,362.31	\$ 359,480.63	\$ 381,932.34	\$ 194,462.90	\$ 110,094.52	\$ 333,046.92	\$ 3,643,346.10	\$ 3,005,741.76
	% Change over previous year (cumulative)	28.01%	15.91%	27.14%	24.01%	22.46%	14.20%	10.90%	8.92%	5.85%	6.32%	4.94%	4.39%	4.39%	
2021	Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
	Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
	Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
	Current Total Distribution	\$ 255,793.86	\$ 321,802.16	\$ 403,591.57	\$ 95,161.04	\$ 113,119.09	\$ 373,494.58	\$ 478,803.13	\$ 367,144.34	\$ 430,845.10	\$ 170,090.37	\$ 144,541.99	\$ 335,612.28	\$ 3,489,999.51	\$ 2,839,754.87
	% Change over previous year (cumulative)	32.88%	40.50%	64.94%	60.58%	70.92%	78.01%	65.77%	56.82%	49.45%	46.60%	46.37%	43.19%	43.19%	
2020	Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
	Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
	Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
	Current Total Distribution	\$ 192,500.17	\$ 218,603.53	\$ 183,757.74	\$ 75,416.30	\$ 25,651.18	\$ 182,097.76	\$ 353,688.55	\$ 304,421.93	\$ 364,005.62	\$ 152,900.68	\$ 102,034.07	\$ 282,197.01	\$ 2,437,274.54	\$ 1,900,142.78
	% Change over previous year (cumulative)	5.75%	14.23%	4.43%	-0.06%	-6.11%	-7.23%	-1.96%	1.44%	6.08%	8.70%	9.33%	11.38%	11.38%	
2019	Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
	Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
	Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
	Current Total Distribution	\$ 182,039.77	\$ 177,839.06	\$ 209,741.18	\$ 101,064.11	\$ 70,528.24	\$ 205,251.69	\$ 309,873.15	\$ 258,026.69	\$ 276,903.79	\$ 97,483.25	\$ 82,406.90	\$ 217,147.56	\$ 2,188,305.39	\$ 1,791,267.68
	% Change over previous year (cumulative)	20.51%	18.14%	7.37%	14.17%	10.98%	1.14%	0.56%	1.54%	0.29%	0.63%	1.63%	2.63%	2.63%	
2018	Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
	Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
	Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
	Current Total Distribution	\$ 151,063.95	\$ 153,562.48	\$ 225,891.35	\$ 56,935.50	\$ 80,398.66	\$ 267,971.63	\$ 313,473.14	\$ 242,085.43	\$ 294,660.46	\$ 90,869.56	\$ 62,626.33	\$ 192,678.64	\$ 2,132,217.13	\$ 1,786,042.60
	% 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%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2017														
Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
Current Total Distribution	\$ 131,290.57	\$ 150,312.93	\$ 191,482.05	\$ 125,862.00	\$ 56,778.43	\$ 164,148.89	\$ 267,632.86	\$ 227,618.97	\$ 249,060.13	\$ 120,135.29	\$ 40,050.89	\$ 184,856.73	\$ 1,909,229.74	\$ 1,564,186.83
% 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														
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	\$ 154,435.98	\$ 165,326.89	\$ 164,787.97	\$ 102,949.89	\$ 49,027.50	\$ 134,527.61	\$ 267,932.26	\$ 194,452.87	\$ 224,682.64	\$ 68,701.47	\$ 41,424.49	\$ 163,080.47	\$ 1,731,330.04	\$ 1,458,123.61
% Change over previous year (cumulative)	48.61%	40.79%	10.92%	24.08%	22.90%	18.62%	17.77%	13.06%	12.09%	11.70%	11.88%	14.85%	14.85%	
2015														
Current Month Net Collection	103,887.62	123,026.98	209,636.18	36,499.60	44,147.00	133,997.56	231,925.85	208,642.67	209,796.56	65,936.00	34,600.13	105,526.52		
Interest Credit	20.00	167.00	17.00	69.00	258.00	77.00	193.84	(2.00)	17.90	29.00	156.68	265.31		
Program Cost	11.58	-	84.66	52.12	57.69	(1,998.18)	53.61	99.39	93.77	65.97	45.03	13.03		
Current Total Distribution	\$ 103,919.20	\$ 123,193.98	\$ 209,737.84	\$ 36,620.72	\$ 44,462.69	\$ 132,076.38	\$ 232,173.30	\$ 208,740.06	\$ 209,908.23	\$ 66,030.97	\$ 34,801.84	\$ 105,804.86	\$ 1,507,470.07	\$ 1,300,832.40
% Change over previous year (cumulative)	452.10%	608.71%	31.93%	39.95%	48.15%	17.49%	18.74%	20.42%	13.00%	13.44%	13.37%	8.87%	8.87%	
2014														
Current Month Net Collection	18,792.00	13,080.60	299,068.76	7,142.00	11,227.36	205,225.14	189,618.00	163,004.00	245,097.00	53,500.77	31,347.96	148,224.44		
Interest Credit	7.00	105.00	-	29.00	15.00	53.00	57.00	15.00	74.08	41.92	112.44	32.00		
Program Cost	23.43	38.18	3.75	26.39	54.58	(1,640.70)	-	-	78.29	136.22	59.23	41.57		
Current Total Distribution	\$ 18,822.43	\$ 13,223.78	\$ 299,072.51	\$ 7,197.39	\$ 11,296.94	\$ 203,637.44	\$ 189,675.00	\$ 163,019.00	\$ 245,249.37	\$ 53,678.91	\$ 31,519.63	\$ 148,298.01	\$ 1,384,690.41	\$ 1,151,193.86
% Change over previous year (cumulative)	-0.02%	47.41%	8.74%	3.28%	6.57%	17.43%	48.17%	78.33%	20.71%	22.48%	25.45%	22.07%	22.07%	
2013														
Current Month Net Collection	17,797.00	2,867.00	282,694.00	22,960.06	444.44	144,450.39	30,240.40	6,574.45	445,564.73	29,978.12	1,731.00	148,722.92		
Interest Credit	1,003.00	10.00	54.00	76.77	0.85	145.16	7.00	1.00	60.00	48.00	2.00	-		
Program Cost	26.17	36.03	4.41	32.95	60.91	(1,531.60)	31.01	37.97	10.38	68.74	85.05	6.87		
Current Total Distribution	\$ 18,826.17	\$ 2,913.03	\$ 282,752.41	\$ 23,069.78	\$ 506.20	\$ 143,063.95	\$ 30,278.41	\$ 6,613.42	\$ 445,635.11	\$ 30,094.86	\$ 1,818.05	\$ 148,729.79	\$ 1,134,301.18	\$ 953,658.48
% Change over previous year (cumulative)	-14.52%	-16.80%	14.02%	9.81%	5.99%	8.67%	6.42%	7.09%	6.98%	4.82%	4.27%	3.60%	3.60%	
2012														
Current Month Net Collection	21,800.00	3,937.80	240,894.00	31,236.91	10,986.00	125,479.23	37,160.27	2,935.00	416,480.80	46,892.73	6,153.00	149,692.99		
Interest Credit	191.04	102.51	5.00	0.05	137.00	5.00	404.00	296.00	492.00	89.35	456.00	3.00		
Program Cost	33.14	64.89	17.14	27.61	89.58	(1,444.94)	33.43	(6.09)	76.83	96.51	96.78	10.30		
Current Total Distribution	\$ 22,024.18	\$ 4,105.20	\$ 240,916.14	\$ 31,264.57	\$ 11,212.58	\$ 124,039.29	\$ 37,597.70	\$ 3,224.91	\$ 417,049.63	\$ 47,078.59	\$ 6,705.78	\$ 149,706.29	\$ 1,094,924.86	\$ 891,434.20

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for a Memorandum of Understanding Among t

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Approval and Execution of Memorandum of Understanding Among the U.S. Department of Interior, Bureau of Land Management, Uncompahgre Field Office and Gunnison County for Development of the Uncompahgre Field Office Resource Management Plan Amendment and Environmental

Fiscal Impact: 0

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 11/15/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 11/15/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/17/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 11/21/2023



United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Southwest District Office
2465 South Townsend Avenue
Montrose, Colorado 81401



In Reply Refer To:
1610 (CO-S050)

September 29, 2023

Dear Cooperator,

The Bureau of Land Management (BLM) invites you to participate as a cooperating agency in the preparation of an environmental impact statement (EIS) for the Uncompahgre Field Office (UFO) Resource Management Plan (RMP) Amendment [DOI-BLM-CO-S050-2023-0032-RMP-EIS] to analyze and disclose the potential effects of amending the 2020 Approved Uncompahgre Field Office RMP. Information and documents pertaining to this effort will be posted on the BLM ePlanning project website at <https://eplanning.blm.gov/eplanning-ui/project/2026528/510>.

Project Background

The Uncompahgre Field Office Approved RMP and Record of Decision (ARMP/ROD) was signed in April 2020. The BLM received and settled three lawsuits on the ARMP/ROD. Under one settlement agreement, in 2022 the BLM initiated two statewide planning efforts: one for big game and one for Gunnison sage-grouse. Those planning efforts are currently underway. In the remaining two settlement agreements, the BLM agreed to complete an RMP Amendment process with a specific scope for the UFO decision area.

The BLM is initiating this planning effort to conform to two settlement agreements on 678,500 acres of BLM surface and 954,686 acres of subsurface mineral estate (see attached map). The BLM must consider management of oil and gas resources, areas of critical environmental concern, and lands with wilderness characteristics within the specific parameters described in the settlement agreements. For consistency, the BLM may propose additional alternatives to the settlement agreement which align with the alternatives identified as BLM preferred in the other two ongoing statewide plan amendments for big game and Gunnison sage-grouse.

Invitation to Participate as a Cooperating Agency

State agencies, local governments, tribal governments, and other federal agencies may serve as cooperating agencies during the EIS process if found to have either jurisdiction by law or special expertise (40 CFR 1508.5). Based on preliminary evaluation, we believe that you meet this criteria. Cooperating agency status provides an opportunity for agencies to collaborate to enhance the BLM's planning efforts. More information about cooperating agencies can be found

in the BLM Desk Guide to Cooperating Agency Relationships:
https://www.blm.gov/sites/blm.gov/files/Services_CADRCooperatingAgencyGuide.pdf

The UFO RMP Amendment project initiation will occur within 60 days of the Notice of Availability of whichever of the two statewide planning efforts occurs later. The BLM currently anticipates project initiation to commence in January 2024 with a Federal Register Notice of Intent and 60-day public scoping period. The project is expected to conclude with a Record of Decision/Approved RMP Amendment 24 months from project initiation. The BLM recognizes and appreciates that many agencies eligible for cooperating agency status are currently engaged in other statewide planning efforts, and that additional cooperating agency engagement may strain resources. While review timeframes will be brief and closely adhered to in order to keep the project on schedule, cooperating agencies may negotiate their level of involvement consistent with available staffing and resources. Please be assured that, whether or not you elect to participate as a cooperating agency, the planning schedule factors in multiple opportunities to participate during this planning effort. The BLM recognizes that agency decisions regarding public lands can have an impact on neighboring communities. The involvement of your agency helps ensure that resulting decisions are appropriate and effective.

If you are interested in participating as a cooperating agency, please respond to this letter by **November 3, 2023**. We will provide additional details about the process, including establishing a Memorandum of Understanding that identifies expectations and time commitments. If you have questions regarding the project or require additional information, please contact Angela LoSasso, project manager for the Uncompahgre Field Office RMP Amendment at (970) 210-5549 or alosasso@blm.gov, or Suzanne Copping, Uncompahgre Field Manager at (970) 240-5338 or scopping@blm.gov. Thank you for your timely consideration and response. We look forward to hearing from you.

Sincerely,

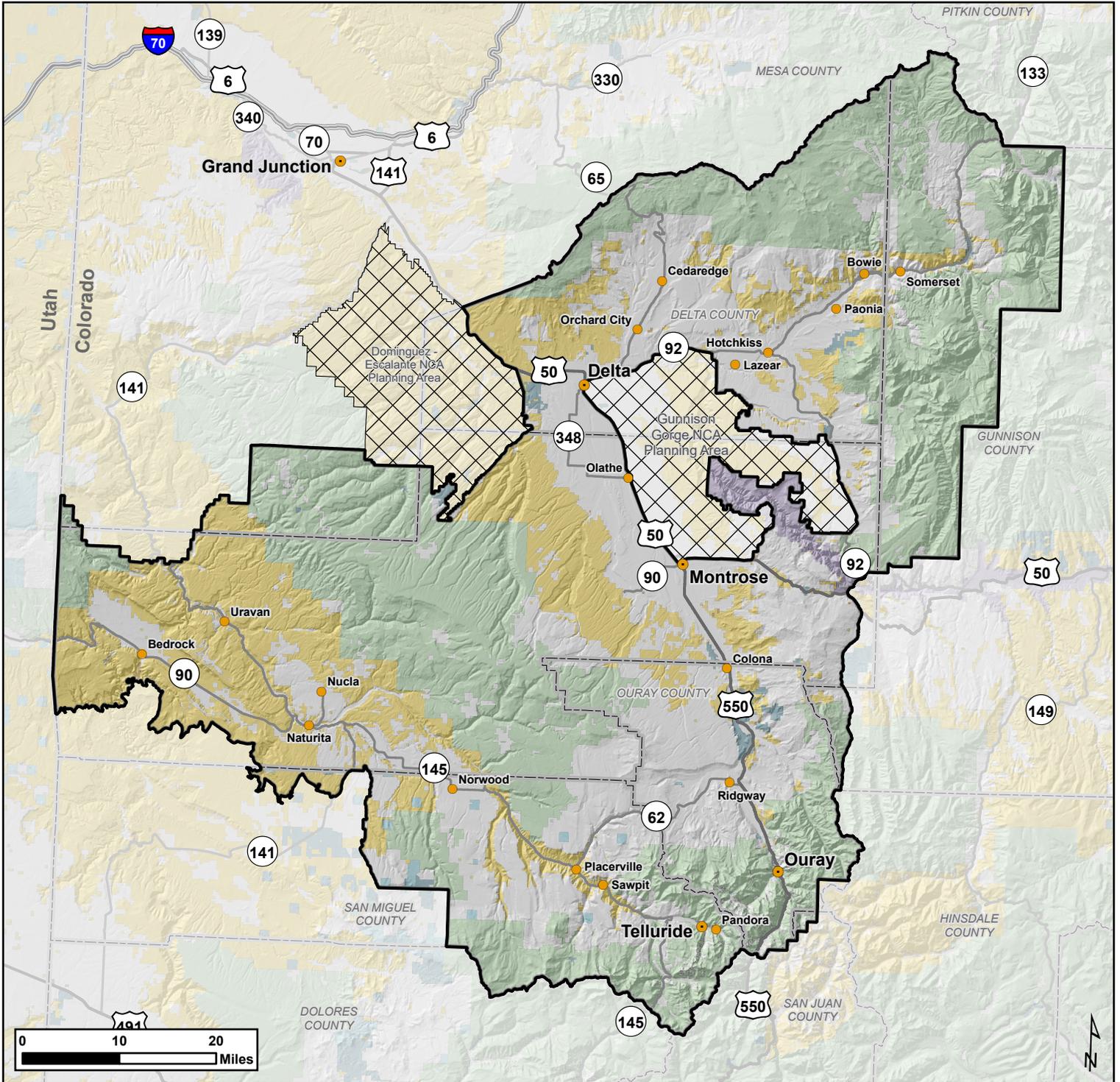
Suzanne Copping
Uncompahgre Field Manager

Attachment: Map of the Planning Area



Uncompahgre Field Office Resource Management Plan Amendment Planning Area

BLM Colorado | Southwest District | Uncompahgre Field Office



Planning Area Boundaries

- Uncompahgre RMP Planning Boundary
- Outside of Decision Area

Local Administrative Units

- City / County Seat
- Other City or Town
- County Boundary

Surface Management Agency

- Bureau of Land Management
- National Park Service
- Other Federal
- Private
- State
- State, County, City Areas
- US Forest Service

Map Produced by BLM Uncompahgre Field Office Staff
 File: 2022_RMPA_PrepPlanMaps
 Date: 9/21/2023
 Map Scale: 1:920,000
 Coordinate System: NAD 1983 UTM Zone 13N
 CO Reference System: U.S. PLSS NMM / 6th M

DISCLAIMER: No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data. Decisions in this document only apply to BLM lands. Routes depicted on non-BLM lands are displayed for information purposes only and do not grant access to non-BLM lands.



**MEMORANDUM OF UNDERSTANDING
AMONG THE
U.S. DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT,
UNCOMPAHGRE FIELD OFFICE
AND GUNNISON COUNTY
FOR
DEVELOPMENT OF THE UNCOMPAHGRE FIELD OFFICE
RESOURCE MANAGEMENT PLAN AMENDMENT
AND
ENVIRONMENTAL IMPACT STATEMENT**

I. Introduction

The U.S. Department of the Interior, Bureau of Land Management, Southwest District, Uncompahgre Field Office (herein referred to as "BLM"), and Gunnison County "Cooperator", collectively referred to herein as "the Parties," enter this Memorandum of Understanding (MOU) establishing a cooperating agency relationship, providing a framework for cooperation and coordination, and documenting agreed upon procedures, roles and responsibilities associated with the preparation of the proposed Uncompahgre Field Office Resource Management Plan Amendment and Environmental Impact Statement (RMPA/EIS).

The BLM is the lead agency with responsibility for the completion of the RMP/EIS and the Record of Decision. The BLM acknowledges that the Cooperator has special expertise applicable to the RMPA/EIS effort, as defined at 40 CFR §1508.1. Gunnison County is a Cooperating Agency due to special expertise with County land use planning and regulation, including but not limited to County land use, fluid and hard rock mineral operations and activities, wildlife habitat, sensitive, threatened and endangered species, as well as County recreation activities and infrastructure, water quality and quantity, socioeconomics and community concerns. Gunnison County is within the planning area boundary for this planning effort.

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality's National Environmental Policy Act (NEPA) regulations (in particular, 40 CFR 1501.7-8), the BLM's planning regulations (in particular, 43 CFR 1601.0-5, 1610.3-1, and 1610.4), and the Department of the Interior Manual (516 DM 2.5). This MOU will facilitate an environmental review process that will satisfy the purpose of the RMP\EIS.

II. Background

The Uncompahgre Field Office Approved RMP and Record of Decision (ARMP/ROD) was signed in April 2020. The BLM received and settled three lawsuits on the ARMP/ROD. Under one settlement agreement, in 2022 the BLM initiated two statewide planning efforts: one for big game and one for Gunnison sage-grouse. Those planning efforts are currently underway. In the remaining two settlement agreements, the BLM agreed to complete an RMP Amendment process with a specific scope for the UFO decision area.

The BLM is initiating this planning effort to conform to two settlement agreements on 678,500 acres of BLM surface and 954,686 acres of subsurface mineral estate (see Attachment A). The BLM must consider management of oil and gas resources, areas of critical environmental concern, and lands with wilderness characteristics within the specific parameters described in the settlement agreements. For consistency, the BLM may propose additional alternatives to the settlement agreement which align with the alternatives identified as BLM preferred in the other two ongoing statewide plan amendments for big game and Gunnison sage-grouse.

In the environmental analysis the BLM will carefully consider the impacts from proposed oil and gas leasing decisions consistent with the settlement agreements. The BLM will also consider the impacts of proposed ACEC designations and management of lands with wilderness characteristics as previously analyzed under Alternative B in the 2019 Uncompahgre Field Office Proposed RMP and Final Environmental Impact Statement. The cumulative impacts from other BLM multiple uses is something that BLM will analyze in the RMPA/EIS.

III. Purpose

- A. To recognize the BLM as the lead agency with responsibility for the completion of the RMPA/EIS and Record of Decision (ROD). The BLM is required to prepare an EIS per the settlement agreements which necessitate this RMPA/EIS.
- B. To recognize Gunnison County as a Cooperating Agency in the RMPA/EIS process.
- C. To provide a framework for cooperation and coordination between the BLM and the Cooperator that will ensure successful completion of the RMPA/EIS in a timely, efficient, and thorough manner that satisfies compliance requirements, including completion of a document in less than two years (Notice of Intent to Decision) and that is less than 300 pages in length, excluding appendices.
- D. To formalize the commitment among the Parties regarding their respective responsibilities and expertise in the RMPA/EIS process.

IV. Authority

- A. The authorities of the BLM to enter into and engage in the activities described within this MOU include, but are not limited to:
 - 1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*).
 - 2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 *et seq.*).
- B. Regulations implementing the above authorities:
 - 1. Council on Environmental Quality regulations (40 CFR §1501.7 and 1501.8.)
 - 2. U.S. Department of the Interior's NEPA regulations, 43 CFR parts 46, *et seq.*, and its regulation regarding Cooperating Agencies, 43 CFR § 46.225(d)
 - 3. Bureau of Land Management planning regulations (43 CFR 1601 *et seq.*)

This MOU does not grant the signatories any additional rights or powers, nor does it excuse the signatories from fulfilling any other statutory obligation they might have. Each Party is responsible for its own actions/omissions. This MOU does not incur upon the signatories a shared statutory responsibility to fulfill the obligations of the other signatories.

V. Roles and Responsibilities

- A. Responsibilities of all Parties:
 - 1. The Parties agree to participate in this planning process in good faith and make all reasonable efforts to resolve disagreements.
 - 2. Each party agrees the RMPA/EIS will be prepared in 300 pages or fewer (excluding appendices) and will be completed within two years of Notice of Intent publication.
 - 3. The Parties agree to comply with the planning schedule provided as Attachment B, which includes dates for RMPA/EIS milestones and timeframes for Cooperating Agency reviews and submissions.
 - 4. Each Party agrees to fund its own expenses associated with the project. This MOU does not authorize funding from or to either party.
 - 5. The Parties agree to carefully consider whether proposed meetings or other activities would waive the Unfunded Mandates Reform Act exception to the Federal Advisory Committee Act (2 U.S.C. 1534(b) and 5 U.S.C App.).
- B. Lead Agency (BLM) Responsibilities:
 - 1. As lead agency, the BLM retains final responsibility for the content of all planning and NEPA documents, which include the draft EIS, final EIS and the Record of Decision. The BLM's responsibilities include determining the purpose of and need for the EIS, selecting alternatives for analysis, identifying effects of the proposed alternatives, and selecting the preferred alternative. In meeting these responsibilities, the BLM will follow all applicable statutory and

regulatory requirements.

2. To the fullest extent consistent with its responsibilities as lead agency, the BLM will consider the comments, recommendations, data, and/or analyses provided by the Cooperator in the RMPA/EIS process, giving particular consideration to those topics on which the Cooperators are acknowledged to possess jurisdiction by law or special expertise.
3. To the fullest extent practicable, after consideration of the effect such releases may have on the BLM's ability to withhold this information from other parties, the BLM will provide the Cooperators with copies of documents underlying the EIS relevant to the Cooperators' responsibilities, including technical reports, data, analyses, comments received, and working drafts related to environmental reviews.
4. Ensure that Parties receive the internal draft EIS and internal final EIS and have an opportunity to review and comment on the documents. Additionally, responsibilities include coordinating with cooperating agencies during opportunities outlined in Attachment C.
5. Provide the schedule to Cooperating Agencies as soon as it is available. The schedule may or may not be modified if a party cannot meet a milestone. Overview of milestones are outlined in Attachment B.
6. Maintain records management and the decision file to provide for the official Project Record, protecting all proprietary information and data collected to the extent allowed by the Freedom of Information Act, the Privacy Act, and/or other Federal law.
7. BLM will have the lead role for National Historic Preservation Act (NHPA) and Section 106 compliance as well as NEPA compliance. This lead agency designation includes fulfilling the collective responsibilities of the Cooperating Federal Agencies under Section 106 of the NHPA for this undertaking on federally owned or managed lands, including tribal consultation per 36 CFR 800.2(a)(2).
8. BLM will assume the lead role for special status species Section 7 consultation of Endangered Species Act.

C. Cooperating Agency Responsibilities:

1. Gunnison County participating as a Cooperating Agency in this RMPA/EIS process are recognized to have special expertise in the following areas within the County: local land use planning, regulation and information; resource management; recreation; water; socio-economics; soliciting public and local community opinion; and engaging in matters relating to public land use and other county matters.
2. The Cooperators will provide information, comments, and technical expertise to the BLM regarding those elements of the RMPA/EIS, and the data and analyses

supporting them, in which it has special expertise or for which the BLM requests their assistance.

3. Within the areas of their special expertise, the Cooperator may participate in activities that include, but are not limited to providing guidance on public involvement strategies; identifying data needs; assisting with alternative development to resolve issues; identifying effects of alternatives; and providing written comments on administrative drafts of the RMPA/EIS and supporting documents (participation identified in Attachment C).
4. Provide comments within the timeframe identified in the schedule. Limit comments to those matters for which the Cooperating Agency has special expertise with respect to any environmental issue (40 CFR § 1501.8(7)).
5. If a milestone is anticipated to be missed, elevate any issue that may affect the ability to meet the schedule to BLM for timely resolution. Additional time may not be granted.

VI. Other Provisions

- A. Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.
- B. Immunity and Defenses Retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- C. Conflict of interest. The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Cooperator representation, including officials, employees, or third-party contractors, having a financial interest in the outcome of the RMPA/EIS. Questions regarding potential conflicts of interest should be referred to BLM HQ or Field Ethics Counselors for resolution.
- D. Documenting disagreement or inconsistency. Where the BLM and one or more Cooperators disagree on substantive elements of the RMP/EIS (such as designation of the alternatives to be analyzed or analysis of effects), and these disagreements cannot be resolved, the BLM will include a summary of the Cooperators' views in the Draft RMPA/Draft EIS and the Proposed RMP/Final EIS. The BLM will also describe substantial inconsistencies between its preferred alternative and the objectives of state, local, or tribal land use plans and policies.
- E. Management of information. Any records or documents generated because of the project become part of the official BLM record maintained in accordance with BLM record management policies. The Cooperator acknowledges that all supporting materials and draft documents may become part of the project record and may be

subject to the requirements of the Freedom of Information Act (FOIA) and other federal statutes. The BLM acknowledges that the Cooperator's handling of these materials may be impacted by §24-72-201 to 24-72-206, C.R.S. The Parties agree that the BLM at its discretion may withhold from the cooperators those documents that would otherwise be available for public release under 24-72-201 to 24-72-206, C.R.S.

- F. Conflict Resolution. The Parties agree to make reasonable efforts to resolve procedural or substantive conflicts. In the event any disagreement between the parties cannot be resolved between the parties in a reasonable time, either party may refer the disagreement to the Colorado BLM State Director to timely resolve the issue. The decision of the Colorado BLM State Director will be the final decision for purposes of resolving the issue. The Parties acknowledge that BLM retains final responsibility for the analysis and decisions identified in the EIS and ROD.
- G. The BLM will retain a contractor to assist with portions of the RMPA/EIS preparation. Cooperators may communicate with the contractor only through BLM's representative. The Cooperator acknowledges that the BLM retains the exclusive responsibility to authorize modifications to the contract, and that the Cooperator is not authorized to provide technical or policy direction regarding the performance of the contract.
- H. Contingent Upon Appropriations and Authorization. Where activities provided for in the agreement extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the agreement.
- I. Contingent on Apportionment or Allotment of Funds. The expenditure or advance of any money or the performance of any obligation of the United States under this MOU shall be contingent upon appropriation or allotment of funds. No liability shall accrue to the United States for failure to perform any obligation under this MOU in the event that funds are not appropriated or allotted.

VII. Agency Representatives

Each Party will designate a representative as described in Attachment D to ensure coordination between the Cooperator and the BLM during the planning process. Each Party may change its representative by providing written notice to the other Parties.

VIII. Administration of the MOU

- A. Approval: This MOU becomes effective upon signature by the authorized officials of the BLM and the Cooperator.

- B. Amendment: This MOU may be amended through written agreement of all signatories.
- C. Termination: If not terminated earlier, this MOU will end when the Proposed RMPA/Final EIS is accepted by the BLM State Director. Any Party may end its participation in this MOU by providing written notice to the other Party.
- D. Withdrawal: Any party may withdraw from the MOU with 30 days written notice.

IX. Signatures

The Parties hereto have executed this MOU on the dates shown below.

BUREAU OF LAND MANAGEMENT (LEAD AGENCY)

By: _____ Date: _____
Suzanne Copping, Uncompahgre Field Manager
BLM Colorado Uncompahgre Field Office

GUNNISON COUNTY (COOPERATING AGENCY)

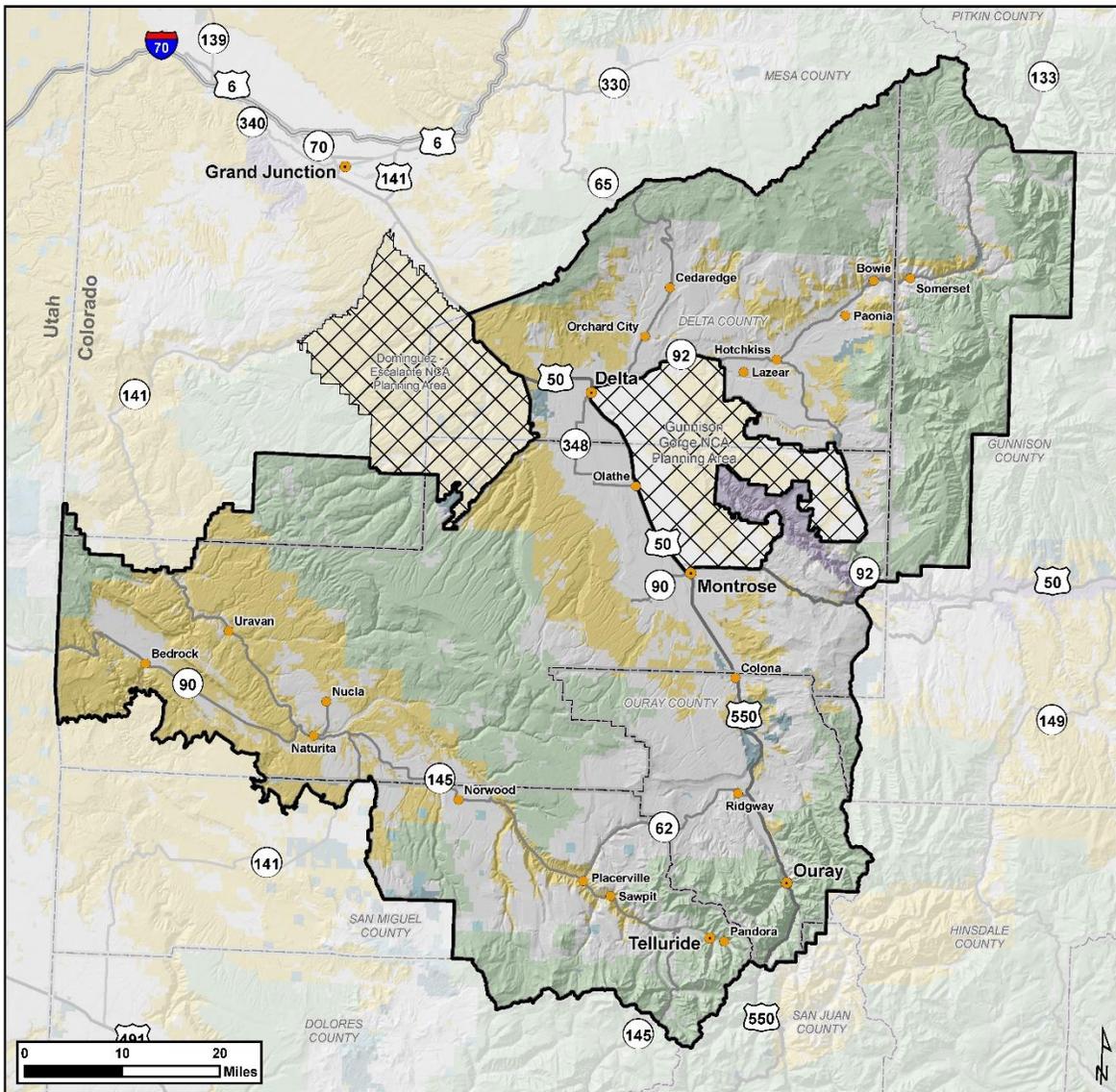
By: _____ Date: _____
Jonathan Houck
Chair
Board of County Commissioners of Gunnison County, Colorado

Attachment A Planning Area Map



Uncompahgre Field Office Resource Management Plan Amendment Planning Area

BLM Colorado | Southwest District | Uncompahgre Field Office



- Planning Area Boundaries**
- Uncompahgre RMP Planning Boundary
 - Outside of Decision Area
- Local Administrative Units**
- City / County Seat
 - Other City or Town
 - County Boundary

- Surface Management Agency**
- Bureau of Land Management
 - National Park Service
 - Other Federal
 - Private
 - State
 - State, County, City Areas
 - US Forest Service

Map Produced by BLM Uncompahgre Field Office Staff
 File: 2022_RMPA_PrepPlanMaps
 Date: 9/21/2023
 Map Scale: 1:920,000
 Coordinate System: NAD 1983 UTM Zone 13N
 CO Reference System: U.S. PLSS NMM / 6th M

DISCLAIMER: No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data. Decisions in this document only apply to BLM lands. Routes depicted on non-BLM lands are displayed for information purposes only and do not grant access to non-BLM lands.



Attachment B Preliminary Schedule Overview

Target Timeline	Key Milestones
Fall 2023	Invite cooperating agencies; begin data sharing for the RMPA/EIS and plan cooperating agency meetings
January 2024	Notice of Intent and 45-day scoping period, preliminary alternative development, identify issues, cooperating agency meeting
May 2024	2-week review of internal draft RMPA/EIS
November 2024	Notice of Availability for the RMPA/DEIS and 90-day public comment period
March 2025	2-week review of internal proposed RMPA/EIS
August 2025	Notice of Availability for the proposed RMPA/FEIS
August – September 2025	Public Protest Period (30 days) and Governor’s Consistency Review (60 days). If protests, BLM’s protest resolution is an internal review process
January 2026	Record of Decision/Approved Plan

Attachment C

Cooperating Agency Participation Opportunities

RMPA/EIS stage	Potential activities of Cooperating Agencies within acknowledged areas of expertise
Data share: conduct scoping and identify issues	Identify data needs; provide data and technical analyses within the cooperator's expertise. Identify coordination or consultation requirements; identify significant issues; identify relevant local and regional organizations and interest groups; provide non-financial sponsorship of public forums with the BLM; collaborate in assessing scoping comments following the NOI.
Develop planning criteria	Provide any advice on proposed planning criteria. Identify pertinent elements of relevant plans and legal requirements that shape other policies and responsibilities.
Baseline assessment	Provide input on the Affected Environment, such as information on local monitoring and baseline data related to expertise.
Formulate alternatives	May cooperate with the BLM Uncompahgre Field Office in developing alternatives. Suggest goals and objectives for potential alternatives. Suggest land allocations or management actions to resolve issues. Suggest management actions to resolve issues.
Estimate effects of alternatives	Review, and where appropriate, may develop effects analysis within area of expertise; suggest models and methods of impact analysis; suggest mitigation measures for adverse effects.
Select the preferred alternative; issue Draft RMP/EIS	Cooperate with the BLM Uncompahgre Field Office in evaluating alternatives and in developing criteria for selecting the preferred alternative; provide input on internal-Draft RMPA/EIS. Cooperating agencies may provide written, public comments on Draft RMPA/Draft EIS if desired. Decision to select a preferred alternative and to issue a Draft is reserved to the BLM.
Respond to comments	As appropriate, review comments within expertise and provide assistance in preparing the BLM's responses.
Issue Proposed RMP/FEIS	Action reserved to the BLM.
Initiate Governor's Consistency Review	Once initiated by the BLM, State Cooperating Agencies may contribute to the Governor's Consistency Review.
Sign Record of Decision	Action reserved to the BLM.
Resolve protests; modify Proposed RMP/FEIS if needed; sign ROD	Action reserved to the BLM. A cooperator that has provided information relevant to a protest may be asked for clarification. Cooperating relationship does not negate an agency's or government's rights to comment or protest the decision.

Attachment D
Agency Representatives

Bureau of Land Management

Primary Representative:

Angela LoSasso
Project Manager
BLM Colorado – Uncompahgre Field Office
alosasso@blm.gov
970-210-5579

Backup Representative:

Suzanne Copping
Uncompahgre Field Manager
BLM Colorado – Uncompahgre Field Office
scopping@blm.gov
719-225-0289

Gunnison County

Primary Representative: Jonathan Houck
Jonathan Houck Gunnison County Commissioner
jhouck@gunnisoncounty.org
(970) 641-0248

Backup Representative:

Matthew Hoyt
Gunnison County Attorney
mhoyt@gunnisoncounty.org
(970) 641-7608

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Marble Crystal River Chamber; 2024 Budget Overview

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please find attached for your review: 1) Request Letter; 2) Funding Request; 3) Funding request Balance Sheet, and 4) Funding request Income Statement. In addition, Perry has added a "Marble collections vs nvmts 2004 to 2023.pdf" which shows a suggested 2024 payment amount.

Fiscal Impact: \$49,000 requested

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

I have reviewed this request and am signing off that I have reviewed it. My review is not a statement of endorsement of the request.

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 11/17/2023

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/17/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 20

Agenda Date: 11/21/2023

MARBLE CRYSTAL RIVER CHAMBER
620 W PARK ST, MARBLE, CO 81623
WWW.MCRCHAMBER.ORG

PRESIDENT: CHRISTY VILLALOBOS (970)963-7117
SECRETARY: SAMANTHA WILKE (970)963-1991
TREASURER: KAREN GOOD (970)963-2504

11/13/2023

RE: 2024 LMDT FUNDING REPORT AND REQUEST

Dear Board of County Commissioners and County Planner,

Another year has passed and Marble Crystal River Chamber (MCRC) is back on the Commissioner's agenda to discuss Local Marketing District Tax (LMDT) funding both past and present.

With the Commissioners support, MCRC was able to have another productive year in 2023. Our rebranding efforts, media advertising, printed materials, and work with the Colorado Tourism Office have already generated lower impact and more informed visitors. Incentivizing various in-town events at slower times of our season provided a welcome boost to local businesses. The Marble history books we re-published made it to local shelves and to Amazon Marketplace. Sale proceeds benefit The HUB, Marble's visitor center, and a negligible amount comes to the Chamber. Our financial support of The HUB was crucial. They provide valuable information services to the growing number of people visiting the Marble area.

MCRC is primed to continue our work. We have attached a funding request and work plan for the coming year. With the newly expanded parameters on how LMDT funds can be spent, we have increased our ask by almost 25% over last year. We created a new line item called 'Responsible and Sustainable Tourism Initiative.' With it, we want to consider employee housing challenges (the single biggest hurdle for local businesses), and explore ways to sustain tourism without forsaking the activities and natural surroundings which seem to be on the chopping block. In addition we plan to continue supporting local events, the visitor center, and various modes of advertising and print materials.

Historically, MCRC has requested LMDT funding in November for projected needs the following calendar year. More recently, approved funds are received the following year in 2 installments, one in June/July, and the other in October/November. It is challenging for MCRC to prepare or execute our annual plan when monies are received so late in the funding cycle. This year, we are still awaiting \$20,497.50 for 2023's approved expenditures, but our tourism season is over, and we are financially in the hole, unable to pay for all our intended commitments. In hopes of being set up for more success in the future, MCRC proposes a change to how we receive LMDT funds generated from our side of the mountain.

We feel it would make more sense and be more efficient for the County to remit to MCRC all LMDT generated from the Marble side of the mountain on a quarterly basis, as funds are received? This saves the County from tracking an on-going fund balance for MCRC, It also provides MCRC the liquidity to

function optimally. Every year, the County makes it clear that MCRC will receive the lesser of our funding request or the amount of LMDT collected from our side of the mountain. Since the total of all LMDT collected in our area is available to MCRC, why not simply remit it to MCRC, and continue to require a performance report, financials and a projected plan of action annually for this funding to continue. MCRC has an impeccable track record with the County and has been a responsible steward of LMDT funding for 12 years.

In addition, MCRC would appreciate quarterly LMDT reports for our area, listing the remitters and the total tax collected for a given time period. Generating annual budgets without a good understanding of LMDT collections in our area is challenging, so such information would be very helpful.

Despite this hurdle, we prepared a 2024 budget for the Commissioners. It is attached. Also attached are current financials. Please let us know if you have any questions. If we can also bother you for a check to catch us up on 2023 approved funding, this would be great.

We very much appreciate all your efforts. This funding is a game changer for our community and those who visit it. Thank you!

9:17 PM

11/13/23

Accrual Basis

MCRC
Balance Sheet
As of November 13, 2023

	<u>Nov 13, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
Checking Account	16,753.32
Total Checking/Savings	<u>16,753.32</u>
Total Current Assets	<u>16,753.32</u>
TOTAL ASSETS	<u>16,753.32</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	6,010.00
Total Accounts Payable	<u>6,010.00</u>
Total Current Liabilities	<u>6,010.00</u>
Total Liabilities	6,010.00
Equity	
CTO Fund Balance from prior yr	123.87
LMDT Fund Balance from prior yr	12,180.37
Unrestrictd Funds from prior yrs	14,188.57
Net Income	<u>-15,749.49</u>
Total Equity	<u>10,743.32</u>
TOTAL LIABILITIES & EQUITY	<u>16,753.32</u>

MCRC
Profit & Loss
 January 1 through November 13, 2023

	Jan 1 - Nov 13, 23
Ordinary Income/Expense	
Income	
CONTRIBUTIONS	200.00
INTEREST	26.31
LMDT FUNDING	20,897.50
MEMBERSHIP FEES	
HOSPITALITY MEMBER	300.00
MARKETING MEMBER	800.00
NON-PROFIT MEMBER	140.00
	1,240.00
Total MEMBERSHIP FEES	1,240.00
SALES	126.51
	22,490.32
Total Income	22,490.32
Expense	
Administrative Expenses	
Bad Debt	35.00
Business Licenses and Permits	10.00
	45.00
Total Administrative Expenses	45.00
Marketing Expense	
Chamber Memberships/Memberships	765.00
Event Sponsorship	10,500.00
Marble Books and DVDs	926.81
Media Advertising	9,573.00
Outreach	750.00
Visitor Center	15,000.00
Web Site	680.00
	38,194.81
Total Marketing Expense	38,194.81
Total Expense	38,239.81
Net Ordinary Income	-15,749.49
Net Income	-15,749.49

MARBLE CRYSTAL RIVER CHAMBER
2023 BUDGET REQUEST

Responsible and Sustainable Tourism Initiative	10,000.00
<p>MCRC is concerned about the impact of overcrowding and its affect on local business, visitors and residents. The Chamber wants to explore and invest in ways to sustain tourism in Marble without foresaking the activities and natural surroundings which draw us all here. MCRC intends to work with the community to come up with solutions, and help fund needed incentives or infrastructure (i.e.signage, visitation systems, visitor pledges, employee housing...).</p>	
Website Maintenance	1,000.00
<p>General maintenance and optimization of the Chamber's web site.</p>	
Promotional Printing	3,000.00
<p>Reprinting and editing of the Marble Map -- an incredible informational tool for visitors.</p>	
Internet and Print Marketing	7,500.00
<p>colorado.com online advertising, and other printed advertising</p>	
Chamber and Association Memberships	1,000.00
<p>Maintain ties with groups and other area chambers -- Carbondale Chmbr, Glenwood Chmbr, Crested Butte Chmbr, Gunnison Chmbr, Redstone Community Assoc., & BBB</p>	
Reprinting of Marble history books	1,000.00
<p>The Marble history books we re-published last year are selling well locally and on Amazon. We will need another printing of these in 2024.</p>	
Event Funding: Support for events which attract visitors to our valley	10,500.00
<p>Marble/MARBLE Symposium: M/M is the single most important event for lodging businesses in our area. We want to support their efforts by offering a scholarship to one of their 9 day marble carving sessions. 1,500.00</p>	
<p>Marble Fest: Annual music festival held in the Mill Site Park on a mid August weekend 4,000.00</p>	
<p>Lead King Loop Race: A national event attracting around 200 visitors to our valley on a September weekend for a running race which benefits the Marble Charter School. 1,000.00</p>	
<p>Marble Stone & Gem Show: An annual event, attracting visitors to Marble in early June to celebrate music, wellness, and the very thing that put Marble on the map -- ROCKS! 3,000.00</p>	
<p>Christmas in Marble: Continued support for this event which supports local non-profits, and brings visitors to Marble during our DEEP off-season. 1,000.00</p>	
Marble HUB support and operations	15,000.00
<p>Funding to support operation of Marble's visitor center, our visitors' most important resource.</p>	
2023 Funding request	49,000.00

Agreed to by:

_____ (signature)
Gunnison County: _____
Date: _____

_____ (signature)
MCRC _____
Date: _____

Gunnison County
Marble Crystal River Chamber LMD Payments
as of 8/31/23

LMD Tax Collections & Payments to MCRC

Year	Collections	Payments	Net
2008	\$ 11,208.11	\$ -	\$ 11,208.11
2009	9,111.24	11,208.11	9,111.24
2010	7,306.26	7,500.00	8,917.50
2011	9,315.00	16,000.00	2,232.50
2012	8,034.78	-	10,267.28
2013	7,236.00	10,822.30	6,680.98
2014	9,090.00	10,200.00	5,570.98
2015	13,059.00	12,214.98	6,415.00
2016	14,671.00	11,235.02	9,850.98
2017	21,429.00	16,500.00	14,779.98
2018	28,451.00	17,000.00	26,230.98
2019	28,873.00	24,500.00	30,603.98
2020	37,318.00	28,200.00	39,721.98
2021	37,787.86	25,500.00	52,009.84
2022	29,488.87	45,390.00	36,108.71
thru 8/2023	9,447.00	20,967.50	24,588.21
	\$ 281,826.12	\$ 257,237.91	\$ 24,588.21 @8/31/23

Expected Future

Net thru 8/2023	24,588.21
Pending 2023 Payment per Agreement	(20,967.50)
Estimated 9/23-12/23	<u>3,149.00</u>
Theoretical Balance at 12/2023	\$ 6,769.71
Anticipated 2024 Collections	13,000.00
Suggested 2024 Payment Amount	<u>\$ 19,769.71</u>