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GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA – REVISION #1

DATE: Tuesday, December 5, 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:

- 4:15 pm
- Call to Order
 - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Alcohol Beverage License #03-20000, Red White & Booze, LLC, dba Red Mountain Liquors, 81 Gillaspey, Crested Butte, CO 81224; 10/22/2023 – 10/22/2024
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 4:16 pm
- 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. Eligible Governmental Entity Agreement between the Colorado Statewide Internet Portal Authority and Gunnison County
 2. Letter of Support; Western Colorado University's Funding Request to the Colorado Opportunity Scholarship Initiative (COSI)
 3. **MODIFIED:** Department of Local Affairs Administrative Planning Grant; Support Phase II of 3-Mile Plan Project; \$25,000; **Letter of Support; Resolution Approving the Grant Application for an Administrative Planning Grant from the Colorado Department of Local Affairs (DOLA)**
 4. Colorado Health Foundation General, Grants Terms, Conditions, and Understandings Grant Agreement; Gunnison Hinsdale Early Childhood Council - Family, Friend, and Neighbor Caregiver Program; 12/1/2023 – 11/30/2025; \$50,000
 5. Order Form; Flock Group, Inc.; Hardware and Software for Vehicle License Plate Reading Camera System; 12-Month Term; \$15,750
 6. Federal Aviation Administration (FAA) Notice of Approval for Passenger Facility Charge (PFC) No. 23-07-C-00-GUC at Gunnison-Crested Butte Regional Airport (GUC) and Use of PFC Revenue at GUC; Charges Expiration Date 7/01/2028; \$931,049
 7. Customer Services Agreement; Triad Resource Group, LLC; 1/1/2024 - 12/31/2024; \$11,267
- 4:20
- County Manager's Reports
- 4:30
- One Valley Resiliency Roadmap Endorsement
 - Resolution; Endorsing the Goals of the One Valley Resiliency Roadmap
- 5:00
- **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.
 - Break
- 5:30
- Public Hearing; Proposed 2024 Gunnison County Budget
 - Adjourn

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

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA – REVISION #1

DATE: Tuesday, December 5, 2023

Page 2 of 2

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

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=MjNDbTZHTFNRVdDemZjdC91aVBIz09>

Meeting ID: 827 5365 7556

Passcode: 471302One tap mobile

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

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-20000, Red White & Bo

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Hearing for license was approved on 11-21-23. Need BOCC signature for license for Red White & Booze LLC dba Red Mountain Liquors.

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 11/27/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 11/27/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/28/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 12/5/2023



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

LICENSE TYPE

**ALCOHOL BEVERAGE LICENSE #03-20000
to sell/serve malt, vinous, spirituous liquor for (off the)-premises
consumption in the County of Gunnison, Colorado.**

**RED WHITE & BOOZE LLC
DBA RED MOUNTAIN LIQUORS
81 GILLASPEY
CRESTED BUTTE, COLORADO 81224**

Fee \$100.00

Effective Dates: 10.22.2023 - 10.22.2024

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

Kathy Simillion
Gunnison County Clerk

11-21-23
Date

Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

**RED WHITE & BOOZE LLC
dba RED MOUNTAIN LIQUOR
81 GILLASPEY AVENUE
Crested Butte CO 81224**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-20000	License Expires at Midnight October 22, 2024
License Type RETAIL LIQUOR STORE (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

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

In testimony whereof, I have hereunto set my hand. 10/23/2023 FX

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Interim Executive Director

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 12/1/2023 to 12/31/2023

Board of County Commissioners

1. [BOCC Regular Meeting & 2024 Budget Public Hearing](#)
December 5, 2023, 4:15 pm @ BOCC Boardroom
2. [Mavors & Managers Meeting - Hosted by Community Foundation of the Gunnison Valley](#)
December 7, 2023, 12:00 PM - 1:30 PM
3. [BOCC Work Session](#)
December 12, 2023, All Day @ BOCC Boardroom
4. [BOCC Regular Meeting](#)
December 19, 2023, All Day @ BOCC Boardroom
5. [BOCC Work Session CANCELED due to HOLIDAY](#)
December 26, 2023
6. [Commissioner Houck Out of Office](#)
December 26, 2023, All Day

Gunnison County Organization

1. [Holiday - Christmas Day & Business Day After - Offices Closed](#)
December 25, 2023 - December 26, 2023

Gunnison-Hinsdale Board of Human Services

1. [Gunnison-Hinsdale Board of Human Services Meeting](#)
December 19, 2023, All Day @ BOCC Board Room

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Eligible Governmental Entity Agreement between the

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see attached. Per the Statewide Internet Portal Authority (SIPA), all customers are being asked to sign this updated agreement.

Fiscal Impact:

Submitted by: Katherine Haase for Matthew Birnie

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 11/17/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 11/27/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 11/27/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/28/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 12/5/2023



**ELIGIBLE GOVERNMENTAL ENTITY AGREEMENT
BETWEEN
THE COLORADO STATEWIDE INTERNET PORTAL AUTHORITY**

AND _____

PREAMBLE

This Eligible Governmental Entity (EGE) Agreement (“Agreement”) is made and entered into as of the date of the last signature below (the “Effective Date”) by and between

_____ (“EGE”) and the Colorado Statewide Internet Portal Authority (“SIPA”) established pursuant to §§ 24-37.7-101 et seq., C.R.S., with its office at 1300 Broadway, Suite 440, Denver, CO 80203.

SIPA and EGE wish to enter into a cooperative agreement under which services can be provided at the discretion of both Parties.

BACKGROUND

Pursuant to §§ 24-37.7-101 through 114, C.R.S., SIPA is created as a body corporate and political subdivision of the state to provide electronic information, products, and services to all state agencies, local governments, and members of the public, and, among other things, to give members of the public, state agencies, and local governments an alternative way to transact business. Pursuant to § 24-37.7-104(1)(q), SIPA is authorized to enter into agreements and contracts for electronic information, products, and services and all state agencies and local governments (as defined within § 24-37.7-101) are authorized to enter into and do all things necessary to perform any such arrangements or contracts with SIPA, including this EGE Agreement.

Neither Party is committing funds or required to perform services as part of this agreement.

SIPA has entered into certain contracts with its suppliers to provide electronic information, products, and services which will be available to EGE pursuant to this EGE Agreement, which includes the statewide internet portal managed by the statewide internet portal integrator, as defined in § 24-37.7-101, C.R.S. (“Portal Integrator”).

GENERAL TERMS

SIPA will provide, through its suppliers, electronic information, products, and services to EGE pursuant to an Order under this Agreement (“Order”). An Order will be prepared for each electronic information, product, and service and mutually signed by SIPA and EGE.

SIPA and EGE agree as follows:

1. EGE shall make available to SIPA electronic information maintained and owned by EGE as is necessary to complete the agreed-upon work as set forth in an Order under this Agreement. As mutually agreed upon in subsequent Orders under this Agreement, EGE will provide reasonable levels of support in placing online with SIPA certain EGE-owned

electronic information, as mutually agreed by EGE and SIPA, with due regard to the workload and priorities of EGE and SIPA.

2. SIPA may, with the authorization of EGE, through the statewide internal portal, make public electronic information made available to it available to the general public, including EGE's public electronic information. The Parties agree to use their best efforts to provide adequate and uninterrupted service under the terms of this Agreement. However, neither Party shall be liable for interruption of service when the same shall be due to circumstances beyond the reasonable control of either Party, its agents or employees, including but not limited to unanticipated equipment malfunction, periodic maintenance or update of the computer systems upon which such EGE electronic information resides, or interruption of service due to problems with the Colorado statewide area network or due to problems with any telecommunications provider.
3. SIPA and EGE may enter into an Order under this Agreement. Orders under this Agreement shall describe specific services and applications to be provided to EGE. EGE acknowledges that services and applications are usually offered by SIPA's suppliers. Orders shall cover the purchase of electronic information, products, and services from SIPA through the use of EGE funds. All Orders involving EGE funds may be approved by the EGE official with authority to execute such agreement. Orders shall contain specific time or performance milestones for SIPA's supplier(s), timelines for completion of relevant Orders, including design specifications and other criteria relevant to the completion of applicable Orders, criteria, and procedures for acceptance by EGE and remedying incomplete or inaccurate work for each phase of relevant Orders.
4. SIPA shall be responsible for the operation of, and all costs and expenses associated with, establishing and maintaining electronic access to EGE electronic information, databases or other software applications, including (but without limitation) the cost of purchasing, developing, and maintaining programs used to interface with EGE software applications that provide access to EGE-owned electronic information, products, and services. EGE acknowledges SIPA may at its discretion use suppliers to perform certain obligations. EGE's maximum financial obligation for establishing and maintaining electronic access to EGE databases or other software applications shall be limited to the amount(s) set forth and appropriated pursuant to each individual Order under this Agreement.
5. Each Party shall have the right to terminate this Agreement by giving the other Party 10 days' written notice. Unless otherwise specified in such notice, this Agreement will terminate at the end of such 10-day period, and the liabilities of the Parties hereunder for further performance of the terms of this Agreement shall thereupon cease, but the Parties shall not be released from any duty to perform up to the date of termination. Work authorized under an individual Order under this Agreement will be subject to the terms and conditions of that document.
6. None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto. Nothing in this Agreement shall be deemed as any waiver of immunity or liability limits granted to SIPA or EGE by the Colorado Governmental Immunity Act or any similar statutory provision.

7. This Agreement (and related Orders) constitutes the entire agreement of the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.
8. Neither SIPA nor its suppliers have responsibility for the accuracy or completeness of the electronic information contained within EGE's databases. SIPA and its suppliers shall be responsible only for the accurate and complete transmission of electronic information to and from such EGE databases, in accordance with the specifications of any EGE-owned software. For the purposes of the Colorado Open Records Act, EGE shall be the custodian of record. Neither SIPA nor its suppliers shall be deemed to be either the custodian of record or the custodian's agent.
9. This Agreement and any written amendments thereto may be executed in counterpart, each of which shall constitute an original and together, which shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement will constitute effective and binding execution and delivery of this Agreement.
10. Confidential information for the purpose of this Agreement is information relating to SIPA's or EGE's research, development, trade secrets, business affairs, internal operations, management procedures, and information not disclosable to the public under the Colorado Open Records Act or some other law or privilege. Confidential information does not include information lawfully obtained through third parties, which is in the public domain, or which is developed independently without reference to a Party's confidential information. Neither Party shall use or disclose, directly or indirectly, without prior written authorization, any confidential information of the other. SIPA shall use its reasonable best efforts to ensure that its suppliers protect EGE confidential information from unauthorized disclosure. Notwithstanding anything to the contrary herein, each Party acknowledges that given the subject matter of this Agreement, such Party shall not disclose confidential information of the other (whether in written or electronic form) to any third party, except as required by law or as necessary to carry out the specific purpose of this Agreement; provided, however, that if such disclosure is necessary, any third party who receives such confidential information shall also be bound by the nondisclosure provisions of this Section 10. Upon termination of this Agreement, the Parties shall return or destroy (at the other Party's request) all confidential information of the other and if such information is destroyed, each Party shall demonstrate evidence of such destruction to the other.
11. SIPA must approve all requests from EGE CUSTOMERS for Electronic Information, Products, and Services pursuant to an Order under this Agreement.

MISCELLANEOUS PROVISIONS

Independent Authority. SIPA shall perform its duties hereunder as an independent authority and not as an employee of EGE. Neither SIPA nor any agent or employee of SIPA shall be deemed to be an agent or employee of EGE. SIPA acknowledges that SIPA and its employees or agents are not entitled to EGE employment or unemployment benefits unless SIPA or a third party provides such benefits and that EGE does not pay for or otherwise provide such benefits. SIPA shall have no authorization, express or implied, to bind EGE to any agreements, liability, or understanding except as expressly authorized by EGE. SIPA and its agents shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by EGE) and

unemployment compensation insurance in the amount required by law, and shall be solely responsible for the acts of SIPA, its employees and agents.

Non-discrimination. SIPA agrees to comply with the letter and the spirit of all applicable state and federal laws respecting illegal discrimination and unfair employment practices.

Choice of Law. The laws of the State of Colorado (except Colorado laws related to choice of law or conflict of law) and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. At all times during the performance of this Agreement, SIPA and EGE shall adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established. Any legal action related to this Agreement shall be brought in either a state or federal court within the City and County of Denver, Colorado.

Access to Data. SIPA shall have no access to EGE's data, including but not limited to PII and information protected by FERPA and HIPAA. All EGE data shall remain in possession of EGE. If a SIPA supplier may have access to PII, the SIPA supplier will be responsible for ensuring compliance with any regulations related to such access.

PCI Compliance. If at any point during the term of this Agreement, EGE performs payment processing through SIPA and the Portal Integrator, EGE agrees to identify a single point of contact for the EGE and maintain up to date contact information.

The single point of contact will:

- Assign security responsibility to a primary person;
- Ensure security policies are developed or adhere to state security policies and are practiced;
- Maintain an Information Security Policy that addresses Information Security for employees and contractors;
- Annually respond to the Compliance Validation Assessment or appropriate self-assessment questionnaires (SAQ);
- Annually train employees on security awareness that includes but is not limited to credit card payment account handling procedures, device inspection, and how to report security incidents. An online training link will be provided to the point of contact by SIPA or the Portal Integrator annually;
- Maintain an Incident Response Plan;
- Notify SIPA and the Portal Integrator, as soon as possible, whenever a suspected Incident has occurred involving cardholder data or credit card reading devices;
- Maintain up-to-date contact information with the Portal Integrator; and
- Identify the payment flow for the payment solutions implemented within its organization.

These requirements will be updated in writing by SIPA and the Portal Integrator if PCI security requirements change.

The above responsibilities will apply to all EGE payment processing, regardless of the supplier providing the services. Any EGE contracting with a payment processor supplier that is not the Portal Integrator may be subject to additional responsibilities related to the completion of the annual SAQ. In that event, the EGE or the payment processing supplier is responsible for

management of the SAQ process as relates to that portion of the application capturing payment card information.

Website Accessibility. The Portal Integrator will comply with the requirements of HB21-1110 as relates to any website provided by SIPA to EGE to ensure that the platform on which the website is built and hosted is compliant. EGE agrees to comply with the requirements of HB21-1110 as relates to any website provided by SIPA to EGE to ensure that the content of any website provided by SIPA to EGE is compliant.

Software Piracy Prohibition. No State or other public funds payable under this Agreement shall knowingly be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. SIPA hereby certifies that, for the term of this Agreement and any extensions, SIPA has in place appropriate systems and controls to prevent such improper use of public funds. If EGE determines that SIPA is in violation of this paragraph, EGE may exercise any remedy available at law or equity or under this Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions.

Notices. All notices required or permitted under this Agreement shall be in writing and delivered personally, by facsimile, by email or by first class certified mail, return receipt. If delivered personally, notice shall be deemed given when received. If delivered by facsimile or email, notice shall be deemed given upon full transmission of such notice and confirmation of receipt during regular business hours. If delivered by mail, notice shall be deemed given at the date and time indicated on the return receipt. Notices shall be delivered to:

If to SIPA:

Statewide Internet Portal Authority
Attn: EGE Administrator
1300 Broadway, Suite 440
Denver, CO 80203
Phone: (720) 409-5634
sipa@cosipa.gov

If to EGE:

Attn:
Title:
Organization Name:
Street Address:
City, State, Zip:
Phone:
Email:

and/or

Attn:
Title:
Organization
Street Address:
City, State, Zip:
Phone:
Email:

and to other address or addresses as the parties may designate in writing.

Third Party Beneficiary. EGE shall enjoy those rights of a third party as may be set forth expressly in any contract between SIPA and its suppliers under which SIPA provides electronic information, products, and services to EGE.

Disputes. Any failure of either Party to perform in accordance with the terms of this Agreement shall constitute a breach of the Agreement. Any dispute concerning the performance of this Agreement which cannot be resolved at the operational level shall be referred to superior management and staff designated by each Party. Failing resolution at this level, EGE may ask the SIPA Board of Directors to address the dispute. If the dispute is not resolved after reference to the SIPA Board of Directors, the Parties may use whatever procedures may be available, including but not limited to termination of the Agreement.

This Agreement is entered into as of the day and year set forth above.

Ajay Bagal, Executive Director
Statewide Internet Portal Authority

Date Signed: _____

Sign _____

Print Name _____

Title _____

Entity _____

Date Signed: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; Western Colorado University's F

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached.

Fiscal Impact:

Submitted by: Katherine Haase for BOCC

Submitter's Email Address: khaase@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: 12/1/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 12/5/2023



Gunnison County Board of County Commissioners

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

Email: bocc@gunnisoncounty.org

Website: www.GunnisonCounty.org

December 5, 2023

Dr. Cynthia Armendariz
Senior Director, Colorado Opportunity Scholarship Initiative
Colorado Department of Higher Education
1600 Broadway, Suite 2200
Denver, CO 80202

RE: COSI County Allocation – Letter of Support

The Gunnison County Board of Commissioners supports Western Colorado University's funding request to the Colorado Opportunity Scholarship Initiative (COSI). We are especially pleased that the joint effort has increased scholarship funding for students pursuing higher education from our County.

Thank you for your consideration of the application. Please feel free to contact us with any questions or concerns.

Best Regards,

Jonathan Houck, Chairperson

Laura Daniels, Commissioner

Liz Smith, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Department of Local Affairs Administrative Plannin

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

DOLA Grant Request, signature of BOCC on application

Fiscal Impact: \$25,000

Submitted by: Cathie Pagano

Submitter's Email Address: cpagano@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 11/30/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 11/28/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 11/28/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 12/1/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 12/5/2023



Cathie Pagano, Assistant County Manager
Gunnison County Community & Economic Development Department

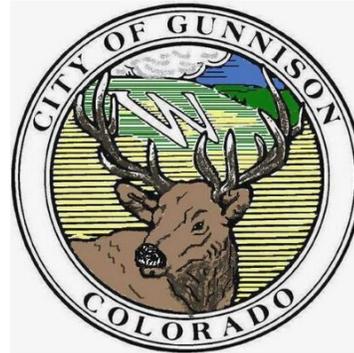
Phone: (970) 641-0360
Email: planning@gunnisoncounty.org
Website: www.GunnisonCounty.org

From: Cathie Pagano, Assistant County Manager for Community and Economic Development
To: Board of County Commissioners
Date: November 28, 2023
Re: DOLA Administrative Planning Grant

The Community Development department staff, in partnership with the City of Gunnison, is requesting a \$25,000 Administrative Planning grant from the Colorado Department of Local Affairs (DOLA). The grant is intended to support Phase 2 of the master plan project for the areas around the City of Gunnison. As you recall, the City and County worked with a consultant team for Phase 1 of the project which is nearly complete. We expect to have the final master plan document completed by the end of this year.

The City and County released an RFP for the second phase of this project which includes an update of the City's Three-Mile Plan and associated intergovernmental agreement, along with amendments to the Gunnison County Land Use Resolution. The City and County have initially selected Design Workshop to complete this work although a contract has not been executed yet. The total project cost is \$70,000 and is planned to be equally shared by the City and County. These funds have already been budgeted for 2024. A DOLA grant will offset costs for both organizations.

DOLA requires that the request be signed by the Chief Elected Official. The request, proposal from Design Workshop, and RFP are attached for your review. Please feel free to contact me with any questions. Thank you.



Request for Proposals (RFP) for the Development of a 3 Mile Plan,
associated Gunnison County Land Use Resolution Amendments, and an
Intergovernmental Agreement for the City of Gunnison and Gunnison
County, Colorado

Release Date: October 4, 2023

Submittal Deadline: November 3, 2023

Prepared by:

Gunnison County

Community and Economic Development Department

221 N Wisconsin St. Suite D

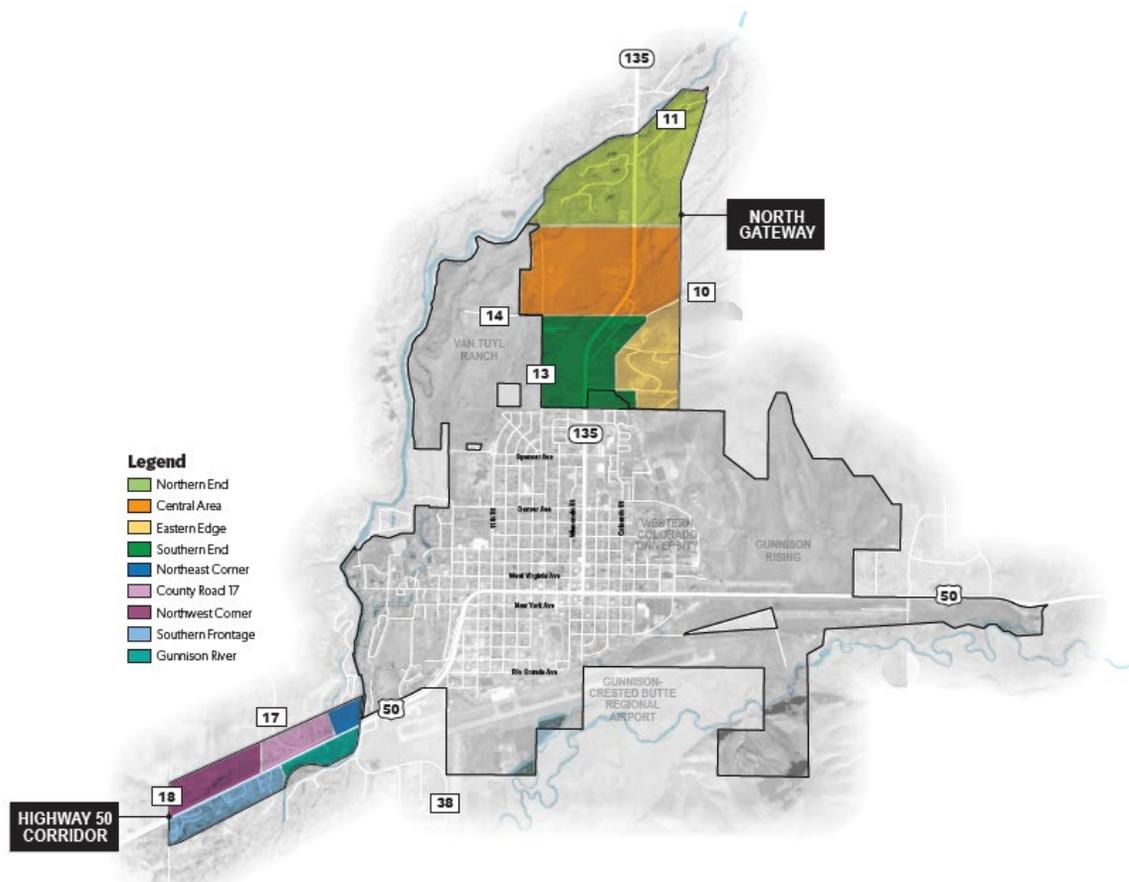
Gunnison, CO 81230

1. Introduction

Gunnison County and the City of Gunnison seek to update the Three Mile Plan, Intergovernmental Agreement, and Gunnison County Land Use Resolution to guide development in unincorporated Gunnison County surrounding the City of Gunnison. A draft Subarea Plan for the North Gateway and Highway 50 subareas (identified in Figure 1) was developed in 2023 to guide future development in these areas facing increasing development pressure. The Draft Subarea Plan reflects the values outlined in the City of Gunnison 2030 Comprehensive Plan (Comp Plan), which states, “The North Gateway Subarea largely defines the area where the City will consider annexation and incremental growth within the three-mile area. Should parcels in the North Subarea be annexed into the City, their land use and zoning designations should reflect similar use and level of intensity to adjacent land uses currently within the municipal boundary.”

The project area is in the jurisdiction of Gunnison County and subject to the standards of the Gunnison County Land Use Resolution. The City and County have an existing Intergovernmental Agreement for the three-mile planning area that will need to be updated.

Figure 1. Three Mile Plan Subareas



The Subarea Plan included project-specific public engagement and built upon past community outreach conducted as part of the 2016 One Valley Prosperity Project and the Comp Plan. There is strong support among the community for incremental growth of the City to the north in a manner that prioritizes infill within the City first. Additionally, the public prioritized and supported: multi-modal connectivity, street/grid connection and extension, and extension of City design standards. The Comp Plan notes that the north Gunnison subarea “should provide broad potential for walkable neighborhoods, missing middle, and multi-family, including seniors and students.”

To conclude this long-range planning effort, the City and County need an updated plan addressing development within the three-mile area, excluding the North Gateway and Highway 50 Subareas. This plan should leverage existing public engagement, the Comp Plan, and Subarea Plan. The County will need to update the Land Use Resolution with a *“...framework to encourage and direct industrial and commercial development into existing platted or zoned areas and enable opportunities for new commercial and industrial developments and newly developed Special Geographic Areas in order to:*

- a) Preserve our rural heritage.*
- b) Protect our community corridors (Hwy 50 and Hwy 135) and viewsheds along those corridors.*
- c) Support the community values described in the One Valley Prosperity Strategy.*
- d) Support compact development patterns.”, The Gunnison County Board of Commissioners, result D.4 of the 2019 Gunnison County Strategic Plan.*

And to align with the Comp Plan, which states:

“By 2020, the City will update the Three Mile Plan to identify areas currently outside City limits that will be suitable for industrial, commercial, residential, and recreational uses”

- 1. Work with the County to coordinate the Three Mile Plan review process to identify areas that are best suited for long-term annexation*

“By 2030 Gunnison’s residents and guests will experience a vibrant western community where we live, learn, and earn in harmony with our incredible natural surroundings. Gunnison and Western Colorado University will be recognized together as a strong and vibrant premier “university town” in the Colorado Rocky Mountains. In the future, we will realize:

- 1. Increasing prosperity through an abundance of entrepreneurs creating and bringing jobs and investments to our community.*
- 2. Attainable housing for each of our residents and employees.*
- 3. Thoughtfully planned development which is supported by our natural and man-made resources, enhanced by our character and image as a charming mountain community, and maintained by our exceptional sense of place.*
- 4. Safe interconnected trails, sidewalks, roads, and transit systems which provide enjoyable and intuitive access to all areas of the community.*
- 5. A sustainable, carbon neutral future addressing energy and water resource consumption to be resilient to climate change.*

6. *A long term growth plan for the City to incrementally and responsibly expand beyond the current City limits and make informed decisions in conjunction with the County for the three mile area.”*

Additionally, the County and City seek to incorporate best practices and streamlined processes for enabling affordable and attainable housing, and land use policies outlined in the State of Colorado’s [Land Use Best Practices](#).

2. Project Goals and Scope

Timeline:

The project shall be completed within six months of the issuance of the RFP. The scope of work will include, at a minimum, the following outcomes:

1. The Consultant will develop a Three Mile Plan for the areas outside of the North Gateway Sub Area and US 50 Subareas. The update of the Three Mile Plan will result in an effective regulatory tool for achieving project goals. The Plan will be developed using outreach and documentation from the Draft Sub Area Master Plan. No additional public engagement is anticipated for development of the Three Mile Plan.
2. Amendment of the Intergovernmental Agreement between the City of Gunnison and Gunnison County to address collaborative review of Land Use Change Applications for areas within the Subarea Plan and Three Mile Plan areas. The IGA will serve as a framework to guide development within the Three Mile Plan areas.
3. Update the Gunnison County Land Use Resolution to streamline the development review process for the subject areas and align with State of Colorado’s land use best practices for affordable housing.
4. Project management: The Consultant will be responsible for the development and facilitation of the project schedule, and coordination of all activities, tasks, meetings, and deliverables with the City and County’s designated Project Managers.

3. Relevant Plans and Documents

The scope of work shall be informed by the following:

1. [City of Gunnison 2030 Comprehensive Plan](#)
2. 2007 City of Gunnison & Gunnison County Three [Mile Plan](#)
3. City of Gunnison [Land Development Code](#)
4. [2021 Housing Needs Assessment](#)
5. [Gunnison County Land Use Resolution](#)
6. [Gunnison County Board of Commissioners 2019 Strategic Plan](#)
7. Draft 2024 CDOT Access Control Plan for Hwy 50 and Hwy 135
8. Adopted CDOT Access Control Plan for Hwy 50 and Hwy 135
9. City of Gunnison infrastructure plans
10. One Valley Resiliency Roadmap
11. State of Colorado [Land Use Best Practices](#)

4. Submittal Information

Important Dates

- RFP Release Date: October 4, 2023
- Questions Due: October 18, 2023 5pm
- Responses to Questions Due: October 25, 2023 5pm
- Proposals Due: November 3, 2023 5pm
- Interviews Week of: November 13, 2023

Proposal Requirements

1. Letter of Proposal and Commitment: This letter should identify the firms and key staff who will be working on the project, and commit them for the duration of the project, if selected. The letter should also state that the firm has read and understands the requirements of the RFP. This letter must be signed by a duly authorized official of the appropriate firm.
2. Qualifications: This refers to the ability of the proposer to meet the terms of the RFP, and should include at least three examples of projects (with contact information for lead client staff contact of such projects) completed within the past five years that will confirm the proposer's expertise in providing comprehensive planning services. Examples must be specific to the key staff identified in (1) and be at or near completion at the time of submitting the RFP.
3. Methodology and Approach: Provide a comprehensive description of proven methods and plans for carrying out the Project Scope as detailed above. Philosophical approach to individual and team work should be considered as a part of this request.
4. Scope of Work: An outline of the work to be completed by the consultant. This should be inclusive of deliverables to be provided to the client. This may include separate studies, summaries, or other documentation not indicated in the Project Goals and Scope. Additional Items: Include all other pertinent information regarding this RFP, particularly anything that the proposer feels addresses why its business or team would be a good match for this project.
5. Schedule: Proposer shall submit a preliminary timeline of dates and schedule for the planning process including, but not limited to, start date, proposed end date, public meeting dates, draft product dates, final document deliverables, etc.
6. Rate Schedule and Cost Proposal: Proposer shall submit a schedule of rates and total costs applicable to the RFP. Rates shall reflect the allocation of key staff personnel and subcontractors to the project. This schedule of rates should include all information regarding reimbursable, ancillary services, payment schedules to subcontractors, add-services, etc.

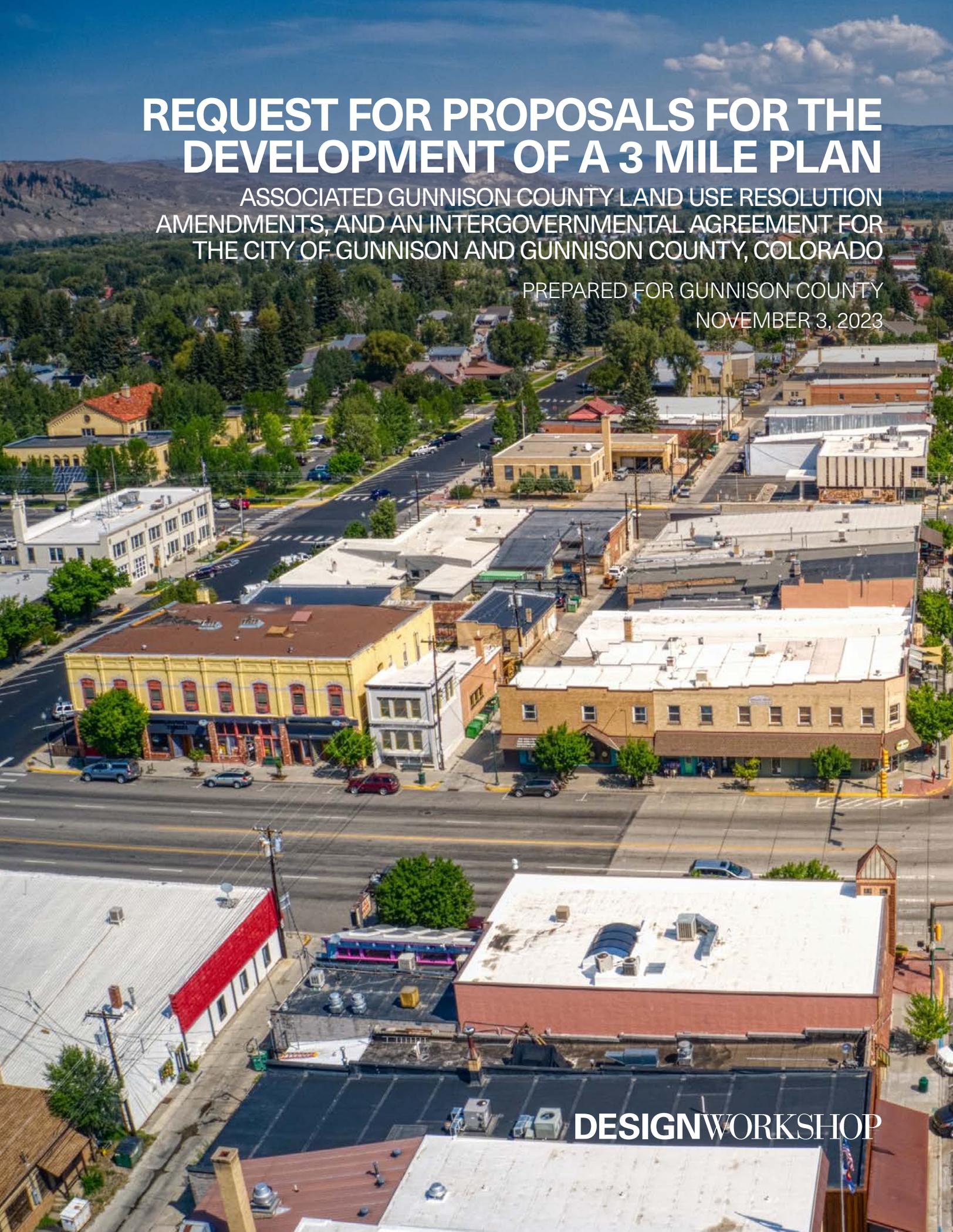
5. RFP Contact

All inquires shall be directed to:

Cathie Pagano, AICP, CEP

Assistant County Manager for Community and Economic Development

cpagano@gunnisoncounty.org

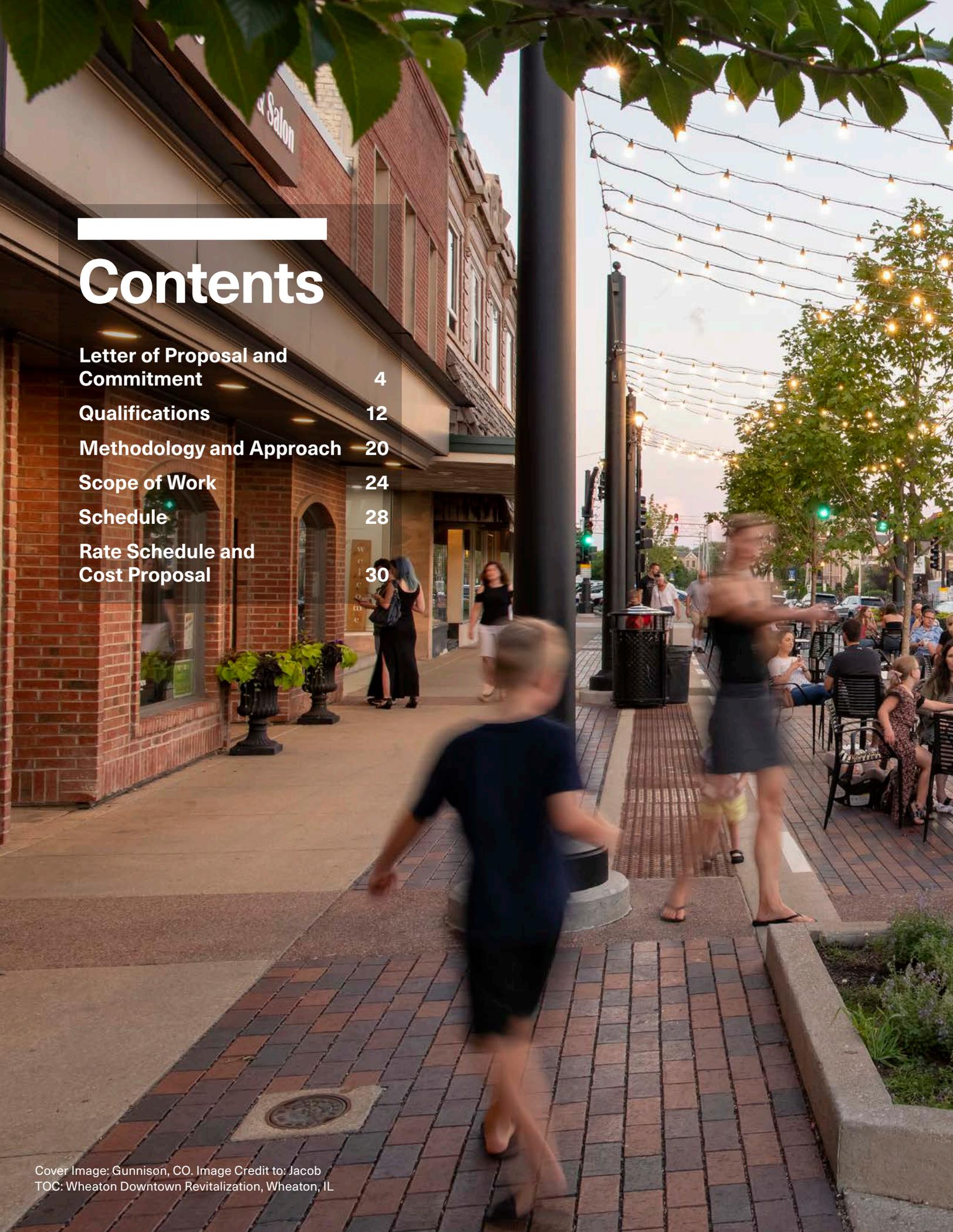
An aerial photograph of a town street scene. The image shows a grid of streets with various buildings, including a prominent yellow building with red accents and a large white building with a red stripe. The sky is blue with some clouds, and the overall scene is bright and clear.

REQUEST FOR PROPOSALS FOR THE DEVELOPMENT OF A 3 MILE PLAN

ASSOCIATED GUNNISON COUNTY LAND USE RESOLUTION AMENDMENTS, AND AN INTERGOVERNMENTAL AGREEMENT FOR THE CITY OF GUNNISON AND GUNNISON COUNTY, COLORADO

PREPARED FOR GUNNISON COUNTY
NOVEMBER 3, 2023

DESIGNWORKSHOP



Contents

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Rate Schedule and Cost Proposal	30



Design Workshop, Inc.
Landscape Architecture
Planning
Urban Design
Strategic Services
Environmental Graphic Design

22860 Two Rivers Road,
Suite 102
Basalt, Colorado 81621
970.925.8354

designworkshop.com

November 3, 2023

Gunnison County
Community and Economic Development Department
221 N. Wisconsin St. Suite D,
Gunnison, CO 81230

Re: Request for Proposals (RFP) for the Development of a 3 Mile Plan, associated Gunnison County Land Use Resolution Amendments, and an Intergovernmental Agreement for the City of Gunnison and Gunnison County, Colorado

Dear Cathie Pagano and members of the selection committee,

Design Workshop is pleased to submit this response for the development of a Three Mile Plan, associated Gunnison County Land Use Resolution Amendments, and an Intergovernmental Agreement for the City of Gunnison and Gunnison County. We have read the RFP in detail and are prepared to support you to see this project through to completion. This project will provide guidance for development in unincorporated Gunnison County surrounding the City of Gunnison, and we are excited for the opportunity to build on the community engagement work already completed, including work earlier this year for the North Gateway and Highway 50 areas, to realize the community's vision for the area. We have also greatly enjoyed our partnership on the Crested Butte to Crested Butte South trail project and are eager for an opportunity to continue our working relationship with Gunnison County.

Gunnison County is characterized by stunning views of some of Colorado's highest peaks, well-known Colorado destinations, and vast recreation and natural areas. As fellow mountain-town planners we understand firsthand the unique challenges facing Colorado mountain communities to balance tourism economies while maintaining a sense of place. The need to provide housing for everyone, diversify economies to offer more resilience in times of change, and develop strategies for stewardship of shared natural environments are important conversations to have for the future. We also understand the strong desire to manage growth while balancing these strategies. A strong community vision will offer a framework for decision-making and identify priorities for future planning.

To support you in this effort, we have created a team with relevant local government experiences, planning and growth policy backgrounds, and expertise in mapping and graphic communications. Each staff member will be dedicated to the project from beginning to end. Design Workshop uses a time management software to allocate hours to resources each week, ensuring each project is getting the attention and expertise that is needed.

Jessica Garrow will act as the Principal-in-Charge for the effort, providing guidance and overall quality control. She will also be involved with drafting the Three Mile Plan, Land Use Resolution amendments, and the Intergovernmental Agreement. Jessica will also attend project management meetings, and will participate in all workshops with staff and elected and appointed officials. While we do not anticipate travel for the project, if any is needed Jessica will be able to attend any requested in-person meetings.

Our Project Manager is Reilly Thimons, a planner with relevant local government experience at the City of Aspen. Reilly will be responsible to managing the day-to-day aspects of the project and will lead project management meetings, workshops, and meetings with elected and appointed officials. She will be the lead drafter for the Three Mile Plan, and key support for work on the Land Use Resolution amendments, and the Intergovernmental Agreement.

Jennifer Pintar is a planner and designer with extensive GIS experience. She is currently working with Jessica to support the Town of Mountain Village with on-call services caseload planning, as well as the lead mapping expert for the San Miguel County East End Master Plan. Jennifer will lead efforts related to mapping needs for the project.

Ashley McKnight and Allie Pollock are experienced planners who will support drafting for the Three Mile Plan and Land Use Resolution. Ashley has supported Jessica and Reilly in recent code analysis and drafting in Routt County and Sterling Heights, MI, and will work with Reilly and Jessica on the Land Use Code Resolution. Allie will support GIS needs and will act as an additional support resource as needed.

Joining us is trusted partner Bo Nerlin with Devor & Plumhoff LLC. Bo and Jessica worked together in Mesa County on a robust study of potential municipal incorporation in Clifton, CO. Bo brings nearly fifteen years of legal experience on the western slope, including as Counsel for Mountain Village, Hotchkiss and Ridgeway, as well as a number of Special Districts. His legal expertise will support updates to the Intergovernmental Agreement.

For over 50 years, Design Workshop has been assisting communities of all sizes to strategically leverage their assets and resources to create enriched places to live and work. Our firm has a broad set of services including planning, landscape architecture, urban design and strategic services that include economic development and strategic planning. We have completed Master Plans, Comprehensive Plans and Strategic Plans for tourism-impacted communities such as Vail, Colorado, Aspen, Colorado and Los Alamos, New Mexico. As planners based in Aspen and the Roaring Fork Valley, we understand the regulatory environment in Colorado's municipalities and counties. We look forward to bringing this expertise to support the City and County in their efforts to update the Three Mile Plan, associated Gunnison County Land Use Resolution Amendments, and an Intergovernmental Agreement for the City of Gunnison and Gunnison County.

Our team has outlined an approach to deliver documents that will set the City and County up for successful next steps. Through our experience, leadership and commitment to building strong communities, the City and County will receive:

- **Strong Project Management** – Our deep experience ensures that projects are completed within the stated budget and schedule. We have developed a Project Management toolkit to assist in this effort, and consistent communication affirms we will meet your needs.
- **A Commitment to Great Work** – While we have a wide variety of experiences from Colorado communities, we do not come into this project with preconceived notions for its future vision. This allows us to truly listen and create an open dialogue. We love the opportunity to learn what makes each community special and to work with the City and County to deliver documents that reflect the community's vision.
- **Timely Completion** – We understand the stated goal in the RFP to complete this work within six months. We have the staff time and expertise to help ensure this timeline can be met.

We hope that our proposal materials express both our abilities to bring great value to this effort as well as our commitment to this exciting project. We are eager to assist you in this endeavor. Please feel free to contact me with questions or to request additional information at 303.913.3586 or jgarrow@designworkshop.com.

Sincerely,



Jessica Garrow, AICP
Principal-in-Charge



Design Workshop is dedicated to creating Legacy projects for our clients, society and the well-being of our planet.

Design Workshop is an international design studio, integrating landscape architecture, urban design, planning and strategic services. Whether designing a restorative private garden, developing the vision for a contemporary park or reimagining an underperforming downtown center, we go beyond the project itself to create places of timeless beauty and meaningful connections.

We are a community of designers, planners and strategists, who love what we do. We design for people - not just today but for future generations.

Our performance-based approach yields measurable results and projects that stand the test of time. In other words, we don't just hope for sustainable projects; we rely on our process to deliver them. We call this process DW Legacy Design®.

For over 50 years, "workshop" remains a hallmark of our firm, supporting collaboration and experimentation where clients and designers solve problems together.

Our Legacy

DW Legacy Design® represents our commitment to design projects that outlast us and contribute to a healthier world. Our methodology ensures every project has a balance between environmental sensitivity, community connection, artistry and economic viability. With this approach, our projects reflect the critical issues facing the built environment and deliver measurable benefits. It is the foundation of the firm's workshop culture and the defining process of our practice.

Environment

We are stewards of the environment and champions for a sustainable future.

Community

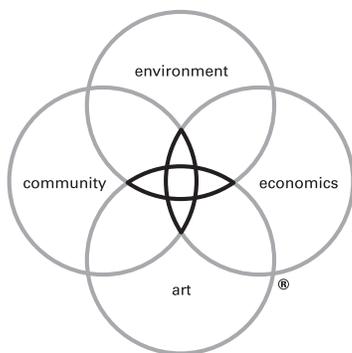
An inclusive engagement process is critical to (re) building the social fabric of the community.

Economics

Projects must be financially sustainable to last generations. We need to consider market reality and return on investment.

Art

Art is an integral part of the human experience; it challenges assumptions and provokes thought while revealing beauty and meaning.



DW Legacy Design®

145+

REGIONAL
PLANNING AWARDS

220

Completed Regional
and Urban Planning
Projects Nationwide

DW Studios

Aspen
Austin
Chicago
Denver
Houston
Lake Tahoe
Los Angeles
Raleigh

100%

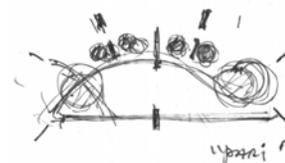
Employee Owned

56

COMMUNITY
ENGAGEMENT AWARDS

DW Foundation

We are dedicated to giving back to our communities. We have established the DW Foundation, which offers time and materials to select community projects.



Project Team



Jessica Garrow

AICP

Principal-in-Charge

Design Workshop

Education

Master of City and Regional Planning,
Ohio State University

Bachelor of Political Science, University
of Colorado

Licensure and Certifications

American Institute of Certified
Planners (AICP)

Lean Six Sigma Green Belt

Jessica is a community development professional with nearly twenty years of experience and a proven track record of successful planning implementation and community engagement. She has effectively managed significant and complex projects and budgets, worked to craft innovative planning policies, and promoted sustainable comprehensive planning. Prior to Design Workshop, Jessica worked as a land use planner and Community Development Director for the City of Aspen. During that time she worked on the city's annexation plan, economic development plans, award winning and broad community engagement strategies, the Comprehensive Plan and a number of overhauls to the Land Use Code.

Select Project Experience

City of Aspen Development Moratorium Support – Aspen, CO
Routt County Unified Development Ordinance– Routt County, CO
San Miguel County East End Master Plan – San Miguel County, CO
Downtown Ogden Code Update – Ogden, UT
City of Fruita Land Use Code Update – Fruita, CO
Subdivision Recommendations Report – Missoula, MT
Telluride 2022 Community Vision and Action Plan – Telluride, CO
Mesa County Strategic Plan – Mesa County, CO



Reilly Thimons

IAP2

Project Manager

Design Workshop

Education

Master of Urban Planning, University
of Melbourne

Bachelor of Anthropology, Miami
University of Ohio

Licensure and Certifications

IAP2 Certified Professional

**Denotes projects completed prior to
joining Design Workshop*

Reilly has over ten years of experience in various planning fields including current and long range planning, community engagement, and project management. Her projects have ranged from managing comprehensive plan updates, developing zoning regulations, steering economic development, crafting inclusive policy development, to wide-sweeping engagement initiatives and subsequent land use approvals for large-scale workforce housing. Her understanding of urban planning principles, land use, and community spaces allows Reilly to translate complex projects and initiatives into meaningful and inclusive engagement initiatives.

Select Project Experience

Routt County Unified Development Ordinance – Routt County, CO
City of Vancouver Comprehensive Plan – Vancouver, WA
Guilford County Comprehensive Plan Update – Guilford County, NC
Aspen Residential Development Moratorium Support – Aspen, CO*
HoCo By Design General Plan Update – Howard County, MD*
Monongalia County Comprehensive Plan Update – Monongalia County, WV*



Jennifer Pintar

Planner and GIS
Technician

Design Workshop

Education

Bachelor of Environmental Design,
University of Colorado Boulder

Bachelor of Arts in Geography,
University of Colorado Boulder

Jennifer Pintar is an urban designer and planner based in our Aspen studio. She is a lead planner for Design Workshop's on-call planning work in Mountain Village, and has supported numerous community engagement efforts. Prior to joining Design Workshop, Jennifer worked in the IT support field for approximately ten years allowing her to incorporate prior technical knowledge and manage multiple projects and deadlines. She uses her experience with ESRI GIS software to provide statistical mapping diagrams and analysis.

Select Project Experience

San Miguel County East End Master Plan – San Miguel County, CO
Aspen Residential Development Moratorium Support – Aspen, CO
Mesa County Master Plan – Mesa County, CO



Ashley McKnight

AICP, LEED® GA™

Planner

Design Workshop

Education

Bachelor of Landscape Architecture,
Ohio State University

Licensure and Certifications

American Institute of Certified Planners
Candidate (AICP)

LEED® Green Associate™

Ashley is an experienced planner who has worked on projects that cover broad topics including parks and recreation, transportation, land use and zoning. She provided lead support for Design Workshop's City of Aspen moratorium team, creating community engagement activities and supporting best practices analysis. Prior to Design Workshop, she served as a City Planner for the City of Frankenmuth where she assisted in administering codes and developing implementable plans.

Select Project Experience

Aspen Residential Development Moratorium Support – Aspen, CO
Salt Lake City Building Heights and Pedestrian Code – Salt Lake City, UT
Routt County Zoning and Subdivision Regulations – Routt County, CO
Sterling Heights Zoning Codes Update – Sterling Heights, MI
Mesa County Master Plan – Mesa County, CO



Allie Pollock

Planner

Design Workshop

Education

Master of City Design, Urban Planning
and Policy, University of Illinois

Bachelor of Urban Systems and Minor
in Entrepreneurship and International
Development, McGill University

Allie is an experienced planner and designer who has worked on projects that cover broad topics including parks and recreation, affordable housing, signage and wayfinding, and streetscape design. Prior to Design Workshop, she worked in affordable housing development, where she worked on complex projects requiring expertise in urban planning, development finance, and local regulatory environments. Allie is skilled in GIS and data analysis, community outreach, and plan development.

Select Project Experience

City of Vancouver Comprehensive Plan – Vancouver, WA
Oak Park Avenue Streetscape – Oak Park, IL
Rockville Town Square – Rockville, MD



Bo James Nerlin

ESQ

Legal Advisor

Devon & Plumhoff

Education

Juris Doctor, Phoenix School of Law

Bachelor of Arts in International Affairs,
University of Colorado at Boulder

Licensure and Certifications

Colorado Bar

Bo is an experienced attorney and partner at Devon & Plumhoff. Bo has provided legal counsel for over ten local governments across Colorado's western slope. He has represented a number of home rule and statutory towns, Colorado special districts and homeowner's associations. Bo's legal expertise spans from board representation, planning and development, ordinance drafting, to real estate law.

Select Client Experience

Town of Ridgeway – Ridgeway, CO
Town of Hotchkiss – Hotchkiss, CO
Town of Crawford – Crawford, CO
Town of Cedaredge – Cedaredge, CO
Ridgeway Fire Protection District – Ridgeway, CO
Olathe Fire Protection District – Olathe, CO
Town of Mountain Village (Municipal Prosecutor) – Mountain Village, CO
Montrose Recreational District – Montrose, CO
Montrose Economic Development Corporation – Montrose, CO



Lake Street, Avon, CO



QUALIFICATIONS



Routt County Unified Development Ordinance

Routt County, Colorado

Design Workshop

Routt County is a special place in Colorado, with a rich ranching heritage and skiing culture. These values are core to the community, but recent development has not matched the desired community character. Following an update to their county-wide master plan, a series of core principles about development were established. Design Workshop is currently working to incorporate these principles into a new Unified Development Ordinance that also combines all zoning and subdivision codes, which were previously separate and led to confusion and redundancy in language.

The work is being approached as a series of modules—enabling the most critical areas of code to be updated first and allowing additional time where more analysis is needed. The first module focused on the creation of robust regulations for community—and utility-scale solar, as well as tiered growth areas, and is slated for adoption this summer. The work began in April 2023 and is anticipated to be complete in December 2023. This is possible through close tracking of code changes to goals statements from the Master Plan, and the continued use of a Technical Working Group from the Master Plan process.

Client Reference

Kristy Winsor, Planning Director, Routt County
970.879.2704 | kwinser@co.routt.co.us

Key Staff

Jessica Garrow (PIC), Reilly Thimons (PM), Ashley McKnight (Planner)



San Miguel County East End Master Plan

San Miguel County, Colorado

Design Workshop

After over 30 years, San Miguel County is developing a comprehensive update to the 1989 Telluride Regional Area Master Plan. Amid the beauty of this area, there is a growing tension between increasing housing costs, the need for affordable housing and essential services, and the desire to preserve the natural environment. With half the housing stock occupied by short-term rentals or second home owners, there are concerns about affordability, growth in annual visitation, human impacts on natural areas and recreational spaces, and the effects of climate change.

Design Workshop led the creation of the San Miguel County East End Master Plan. The plan was informed by voices of the community, identifying a future vision and land use map that is supported by recommendations for implementation. As the San Miguel East End planning area has significant environmental constraints that would not be suitable for development, the plan incorporates strategies related to housing affordability, climate change, preservation of natural areas, economic development, land use, appropriate community growth, equity, transportation, and recreation.

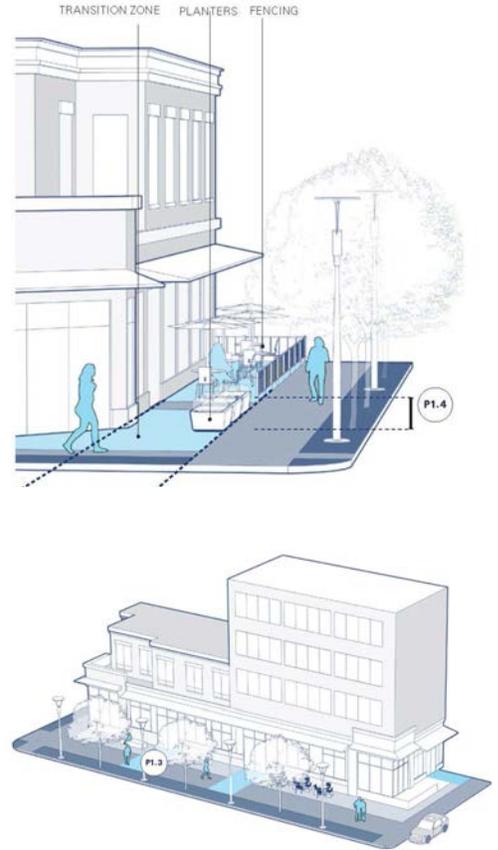
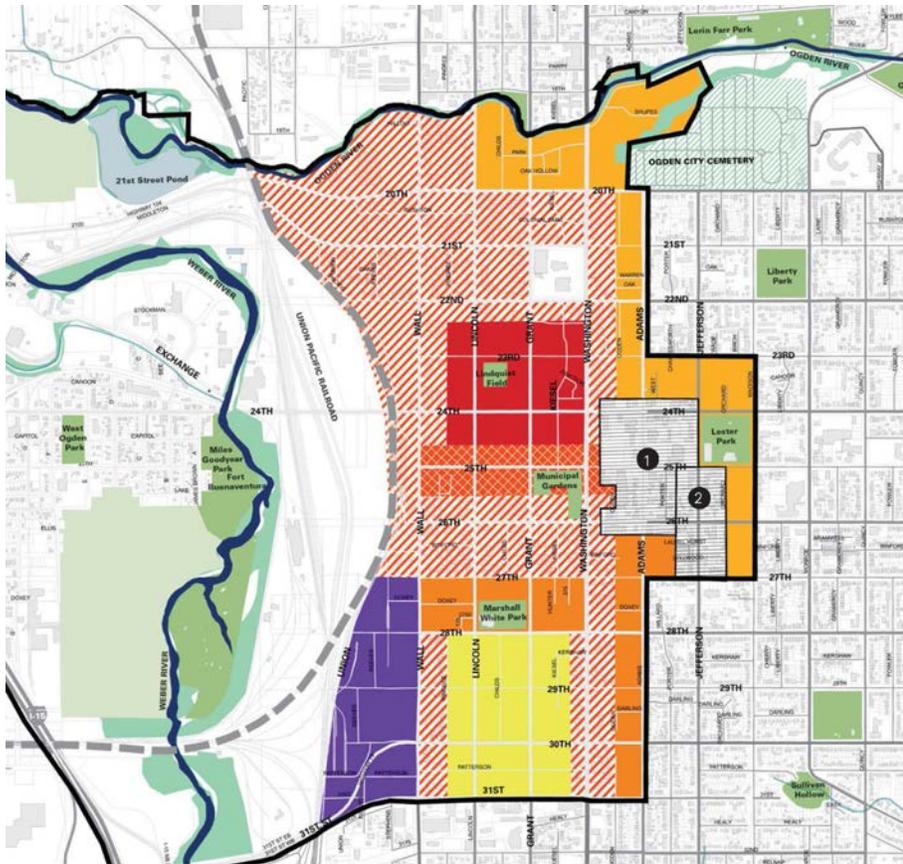
Client Reference

Kaye Simonson, Planning Director,
San Miguel County
970.728.3083 | kayes@sanmiguelcountyco.gov

Key Staff

Jessica Garrow (PIC), Jennifer Pintar (Planner, GIS Technician and Mapping)

Qualifications



Downtown Ogden Code Update

Ogden, Utah

Design Workshop

After 20 years without a downtown plan, Design Workshop outlined a strategy for handling future growth to the City of Ogden called the Make Ogden Plan. This plan provided an opportunity to identify key shifts and improvements in downtown Ogden. A key foundational step of implementing the Make Ogden Plan is adoption of an updated code for the Central Business District (CBD) at the heart of downtown. In our conversations with community leaders, residents and business owners, it is clear that the code reflects the bold vision outlined in the Make Ogden Plan while creating clarity for development. The ordinance will guide thoughtful redevelopment of a historic transit

city as a destination on the Wasatch Front with charming local businesses, sustainable tax base, and a walkable downtown.

The implementation of a new code for the CBD will apply existing and new design and use standards to future development projects. The code will protect the unique businesses and uses that exist in Ogden, while allowing for new businesses and residences to foster economic development and preservation of place. The design standards work to ensure new development and redevelopment matches Ogden's character and proposes walkability and improved connections throughout the city.

Client Reference

Megan Townsend, Community and Economic Development Director
 Wasatch Front Regional Council
 801.363.4250 ext. 1101 | mtownsend@wfrcc.org

Key Staff

Jessica Garrow (PIC)



Aspen Residential Development Moratorium Support

Aspen, Colorado

Design Workshop

Facing an unprecedented surge in residential development, the City of Aspen declared an emergency moratorium on all residential building permit and land use applications in December 2021. The city sought to understand the impacts growth in the free-market residential sector was having on the community in terms of affordable housing needs, mass and scale, and transportation impacts. The city hired Design Workshop to lead analysis efforts, policy work, and community engagement and to support their code development. The technical scope

of this project involved reviewing current affordable housing zoning allowances, residential permitting trends, real estate transactions, traits of existing market-rate and affordable housing stock, and completing a case study analysis. The Design Workshop team also led text updates to technical calculations and growth management codes.

Engagement events included individual interviews, small group discussions, community open houses, and pop-up events throughout Aspen's neighborhoods. Aspen Community Voice, email blasts, and newspaper ads provided information about the project in digital and print opportunities.

The robust engagement process resulted in clear direction for new land use requirements. Adopted in June 2022, the new code sets innovative standards for residential development that limit the amount of scrape and replace development, increase housing mitigation requirements, and diverts construction waste from the landfill.

Client Reference

Philip Supino,
Community
Development Director,
City of Aspen
970.429.2767
philip.supino@aspen.gov

Key Staff

Jessica Garrow (PIC),
Reilly Thimons
(Engagement),
Ashley McKnight
(Planner), Jennifer
Pintar (Planner)



Mesa County Strategic Plan

Mesa County, Colorado

Design Workshop

This Mesa County Strategic Plan is an intentional and action-oriented roadmap that guides decision making and inspires action for the next one to five years. The core values and definitive criteria provide a roadmap to achieving the vision. The strategic plan is a collaborative effort of input from staff, department heads and leadership. This plan is uniquely Mesa County - from the mission statement to the values—the strategic plan is focused on forward momentum and meaningful action.

This plan was a six-month effort, with two distinct two phases of work. The first phase focused on understanding Mesa County today and included

an all-staff survey, one-on-one interviews with leadership, focus group conversations with department heads and staff, and a two-day vision retreat. This first phase of work identified the Mission, Vision, Values and Strategic Actions. The second phase focused on a five-year planning horizon to identify goals and actions to achieve the mission and vision. This included an action planning retreat and implementation workshops with key staff to clearly indicate a path forward including responsibilities, resources, and timing for each strategy. Following the plan, a dashboard of the performance measures will be created on the website—ten indicators in total, one for each goal.

Key Staff

Jessica Garrow (PIC)



Missoula Code Analysis & Housing Incentives

Missoula, Montana

Design Workshop

With increasing interest rates and higher costs of living, policy makers are taking action to expand affordable housing options across the country. In 2019, the City of Missoula updated their Subdivision and Townhome Exemption Development Requirements without much community engagement leading to a disconnect. Design Workshop was brought in to analyze and update these codes and provide recommendations.

The team took a step back and provided the opportunity for community members to give feedback to the team about the current process

and how it could be improved. Using this input, Design Workshop completed a detailed analysis for Missoula to ensure that all recommendations comply with Montana state law. The resulting Recommendations Report identified over 20 code and policy updates that improve the production of affordable housing and remove unnecessary regulatory barriers.

The city reengaged Design Workshop in 2021 to identify specific housing incentives that would support the private sector's desire to add to the community housing stock. Using hyper-local data, the team completed an economic analysis of different incentives, resulting in a set of policy and code recommendations that provide a sliding scale of incentives to private developers in exchange for certain levels of affordability.

Key Staff

Jessica Garrow (PIC)

Dedicated Staff

Passionate about mission

Willingness to put in hours to do it right

DEDICATED STAFF

Support of employee decision

Work "Family"

EAM

Support

We work with the community

We are service oriented

Collaboration between agency and community

Responsible Kind Stewardship

Working with a great team

Employees Committed to Community Support

High Call on Employees

Work with our team

Being the difference

Workforce is Motivated + eager for direction

Support work/life balance

Serving the citizen

None of us care about getting credit

IT Hardware & Resources

Community + Service Oriented

Improve Internal Communication

External Misinformation

MEDIA

IMPROVE COMMUNICATION

Leadership

Effective Leadership among Field + Dept. Heads

Transparent

Fiscally Sound

Budget is profitable (No Fiscal Sound)

\$ + Budget

Drive to improve

Services (Communication)

Fiscally Sound

Strategic Plan Retreat 09/29/2021 - 09/30

MESA COUNTY
Mesa County Strategic Plan Retreat



METHODOLOGY &
APPROACH

Project Methodology and Approach

Our team has extensive experience supporting western Colorado communities develop key policy documents to address future growth and development. We do not believe in a one-size fits all approach and will work with you through out the project to draft a Three-Mile Plan and associated documents that meet the specific needs of Gunnison County and the City of Gunnison.

Located in the heart of Colorado, Gunnison County is home to vast expanses of natural areas including the Gunnison National Forest and the Curecanti National Recreation Area. It is also comprised of vibrant communities, such as the City of Gunnison, with access to renowned recreation opportunities that are experiencing a transitional period as they continue to grow and face development pressures. With the recently updated City of Gunnison Comprehensive Plan, as well as the recent work on the Subarea Plan for the North Gateway and Highway 50 subareas, it is a critical time to update the Three Mile Plan which was adopted in 1997.

Leveraging the community engagement work already completed through recent efforts, the Three Mile Plan will clearly define a vision and goals for the City to support future planning efforts and land use decisions. This Plan will serve as an intentional roadmap, reflecting core community values to inspire action and guide

decision-making. The development of this plan and associated documents will answer three questions:

1. Where are we now? We will complete a detailed review of existing planning documents, such as the 1997 Annexation Agreement, the City of Gunnison 2030 Comprehensive Plan, Gunnison County Land Use Resolution, as well as key housing and transportation plans to understand the current conditions and identified policy direction.

Our approach is to identify the key policy direction from each document in order to craft a clear narrative of the issues the project is seeking to solve and opportunities that might exist. This is a foundational aspect of most Design Workshop planning projects. We will share a summary of goals, policies, and specific relevant code or IGA language to inform the next steps. We have found this approach lays a successful foundation for drafting local government policies. For instance, our work in Missoula, MT to craft policy recommendations related to subdivision codes and standards was heavily based on an understanding of existing state and local regulatory frameworks, as well as adopted policy documents.

2. Where do we want to be? We will identify key themes and goals from the September 2022 and March 2023 Engagement Summaries documentation and planning work in order to articulate the community's direction specific to the Three Mile Planning Area. Our team will facilitate discussions and work sessions with County and City staff and leaders to fine-tune direction for the vision and goals of the Three Mile Plan and

updates to the Intergovernmental Agreement and Gunnison County Land Use Resolution.

We find that it is critical for our team to hear directly from key decision makers when legal and policy documents are updated. We will work with you to right-size these conversations to ensure they are not duplicative of past engagement work. This was a key part of work we completed in 2022 with Mesa County. Design Workshop and Devor & Plumhoff LLC worked with the County to understand the political, fiscal, and legal impacts of the incorporation of the Clifton area. This had been a topic of conversation in the community for decades and it was important to move the work forward, not repeating conversations. We worked with County staff to identify specific stakeholders and political leaders to interview. These conversations were invaluable in our team's understanding of the area and enabled us to complete a document that identified and addressed the needs of today.

3. How will we get there? Our approach outlines the drafting process and inputs which will serve to provide a visually compelling document that provides the necessary framework to balance growth and future development. This is the key step of the process, which will result in a final Three Mile Plan and associated documents. Our team has experience as staff planners with the City of Aspen crafting a Three Mile Plan, Intergovernmental Agreements, and updated code processes. We are also currently working with Routt County to update codes related to directing growth.

Methods: Facilitation

Our team of certified facilitators will utilize tools and techniques to gather experience and wisdom from staff, leaders and potentially key stakeholders to identify and create ownership of the core values and goals that will form a framework for the Three Mile Plan and updates to associated Gunnison County Land Use Resolution Amendments, and an Intergovernmental Agreement for the City of Gunnison and Gunnison County. This structured process enables deeper and more meaningful levels of commitment, greater capacity to learn from one another, and crafting plan outcomes collectively.

We know that processes designed to establish learning objectives, identify desired outcomes, and the integration of conversation methods will promote a strong foundation for the community vision and ultimately provide a successful framework for future planning efforts. We also understand that community engagement has occurred over the last year and we will work to ensure our process builds on those efforts and does not duplicate them.

Methods: Project Management

Design Workshop brings value to clients through its commitment to project management, expertise in planning and built work, and proven success with public engagement. Our team has extensive experience in leading, managing and implementing complex projects. Our project management approach anticipates issues that may arise throughout the planning and engagement process.



Stakeholder Facilitation run by Jessica for the Roaring Fork Outdoor Coalition Facilitation Project, Pitkin County, CO

This allows us to thoughtfully address political, environmental, social, and design challenges and opportunities in real time to better serve your needs and deliver the highest quality product.

To aid in a thorough but streamlined experience, we have developed a project management toolkit that addresses key components such as client vision, critical success factors, a stakeholder engagement plan, a quality assurance plan, a communications plan, key deliverables and an implementation plan. We will review these with you as part of an overall Strategic Kick-Off (SKO) Meeting, which helps set the stage for an effective process. Design Workshop strives to ensure quality through clear communication and dialogue with our clients and among our team. Design Workshop's project manager and principal-in-charge will work closely with staff to track project progress and keep a tight rein on the project budget

and schedule through bi-weekly progress check-ins and monthly status reports.

Methods: Timely Completion

The timeline for this project is aggressive, which our team is accustomed to. In 2022, Jessica and Reilly worked with the City of Aspen to complete comprehensive code amendments and an engagement process in just 6 months. The project focused on ways to support the creation of additional affordable housing in the community, as well as how to best manage and mitigate the impacts of residential development. We were able to complete the project on time and budget through close coordination with staff as well as consistent check-ins with the elected leaders.



West Gunnison Park, Gunnison, CO



SCOPE OF
WORK

Scope of Work

Scope of Work

The following narrative describes a comprehensive list of services required for Design Workshop to complete the requested scope of work. While the following scope is organized in a linear manner, some of the tasks may proceed concurrently. The following scope of work is divided into three primary phases:

- Where are we now? Understanding recent planning work.
- Where do we want to be? Defining direction for the future.
- How will we get there? Delivering a vision.

Phase 1: Where Are We Now - Understanding Recent Planning Work

Task 1.1 SKO and Project Initiation

Design Workshop will lead a Strategic Kick-Off (SKO) to ensure a common understanding of the project process and desired outcomes. We will facilitate the discussion to clearly establish the targeted objectives, critical success factors, deliverables, roles and responsibilities of team members, project schedule and quality assurance plan. We will dedicate time to discussing all three deliverables within the requested scope of work to understand overlap and efficiencies across project deliverables and phases.

Deliverables:

- *One 2-hour facilitated SKO meeting with staff.*
- *Project Management tools including roles and responsibilities, schedule, communication methods, risk management, QA/QC schedule.*

- *Meeting agenda, facilitation materials, project draft framework document.*

Task 1.2 Project Management

Design Workshop strives to ensure quality through clear communication and dialogue with our clients. To facilitate efficient communication, we anticipate time for monthly or bi-weekly (every two (2) weeks) virtual progress meetings. The specific schedule will be determined at the SKO described in Task 1.1.

Deliverables:

- *Monthly project progress reports.*
- *Project management meetings (up to eight, one-hour virtual meetings).*

Task 1.3 Past Plans Review

The Design Workshop team will review previous planning documents including the City of Gunnison 2030 Comprehensive Plan and the Subarea Plan (in addition to the 2007 City of Gunnison & Gunnison County Three Mile Plan, City of Gunnison Land Development Code, 2021 Housing Needs Assessment, Gunnison County Land Use Resolution, Gunnison County Board of Commissioners 2019 Strategic Plan, Draft 2024 CDOT Access Control Plan for Highway 50 and Highway 135, Adopted 2024 CDOT Access Control Plan for Highway 50 and Highway 135, City of Gunnison Infrastructure Plans, and One Valley Roadmap) and recent engagement efforts. We will complete a summary memo of these Past Plans to ensure the Design Workshop team understands the key policy direction. This document will also be used throughout the process to link the Three Mile Plan direction back to these policy documents.

Deliverables:

- *Summary Memo outlining meeting discussion and key goals and themes for the Three Mile Plan document, and necessary action items for updates to Gunnison County Land Use Resolution Amendments, and update to the Intergovernmental Agreement for the City of Gunnison and Gunnison County.*
- *One round of edits is anticipated.*

Task 1.4 Work Session #1

To further refine findings we will meet with staff for a work session and develop of a matrix utilizing the engagement feedback to outline themes and goals for the Three Mile Plan. This will be an opportunity for the Design Workshop team and staff to dive deep on data needs, files, maps, etc. that will help support the development of scoped materials. Staff may choose to include key stakeholders during part of the work session to provide additional and / or key insights for the development of the Three Mile Plan.

Deliverables:

- *One 2-hour facilitated work session focusing on planning documents and previous engagement.*
- *Meeting agenda, facilitation materials.*

Task 1.5 Council and Commission Presentation #1

Based on the SKO and Work Session #1, Design Workshop will work with staff to prepare a presentation that will be shared the City of Gunnison and Gunnison County elected/appointed officials to introduce the project and outline expectations. Design Workshop will attend virtually and facilitate conversation with the support of staff.

Deliverables:

- *One (1) project process update presentation/report for meetings with the elected/appointed officials in the City of Gunnison and Gunnison County.*

Phase 2: Where Do We Want to Be - Defining Direction For The Future

Task 2.1 Three Mile Plan Development

Design Workshop will utilize information and supporting documents and datapoints garnered through the SKO, Work Session #1 and discussion with decision-makers to draft a plan framework and delineate required exhibits. Design Workshop will share this framework for staff review and comment and will implement feedback to develop a 70% draft Three Mile Plan (formatting in word and questions for staff included). Comments will be provided by City and County reviewers in a comment tracking worksheet that is sent back to Design Workshop and which will be reviewed at during a comment resolution meeting.

Deliverables:

- *Draft framework.*
- *Draft Three Mile Plan maps provided in PDF format (four maps anticipated).*
- *70% draft provided in Word.*
- *Comment tracking worksheet.*
- *Up to two (2) comment resolution meetings (two 1-hour virtual meetings).*

Task 2.2 Gunnison County Land Use Resolution

Design Workshop will work with staff, concurrently to the development of the Three Mile Plan, to highlight areas of the County Land Use Resolution that will require updates. At this time, Design Workshop anticipates this will focus on updates to existing references to the Three Mile Plan and Annexation, including those related to locational and design considerations for Residential Subdivisions and Standards for Non-Residential Development (Section 10), Road System requirements (Section 12), and general Design Standards (Section 13). Design Workshop will provide an initial redlined draft of the Resolution to staff for review with annotated comments for discussion at Work Session #2.

Deliverables:

- *Redlined resolution.*
- *Comment tracking worksheet.*

Task 2.3 Intergovernmental Agreement for the City of Gunnison and Gunnison County

Design Workshop will work with staff, and our subconsultant Devor & Plumhoff LLC, to update the Intergovernmental Agreement for the City of Gunnison and Gunnison County. Design Workshop will provide an initial redlined draft to staff for review with annotated comments for discussion at Work Session #2.

Deliverables:

- *Redlined Intergovernmental Agreement for the City of Gunnison and Gunnison County.*
- *Comment tracking worksheet.*

Task 2.4 Work Session #2

The Design Workshop team will review comments on the Three Mile Plan, Land Use Resolution and Intergovernmental Agreement and will facilitate a work session focusing on key changes and updates. Staff may choose to include key stakeholders during part of the work session to provide additional and / or key insights for drafts submittals of these documents.

Deliverables:

- *One 2-hour facilitated work session focusing on comments to the Three Mile Plan and redlines to the Gunnison County Land Use Resolution and the Intergovernmental Agreement for the City of Gunnison and Gunnison County.*
- *Meeting agenda, facilitation materials, meeting record.*

Task 2.5 Council and Commission Presentation #2

Based on Work Session #2, Design Workshop will work with staff to prepare a presentation that will be shared with the elected/appointed officials of City of Gunnison and Gunnison County to provide project updates and solicit feedback on key decision points. Design Workshop will attend virtually and facilitate conversation with the support of staff.

Deliverables:

- *One (1) project process update presentation/report for meetings with the elected/appointed officials in the City of Gunnison and Gunnison County.*

Scope of Work

Phase 3: How Will We Get There - Delivering a Vision

Task 3.1 Draft Three Mile Plan

Design Workshop will create a graphically engaging document to express the community vision and core values for the Three Mile Plan. The Plan will craft 6 to 8 goals and include corresponding objectives, strategies and actions. We anticipate this document will be a highly visual communication tool and include approximately 20-30 pages. We anticipate the Plan might include:

- A one-page Executive Summary.
- Existing Conditions Overview.
- Vision, Values and Goals.
- Land Use Development Patterns.
- Actions and Strategies.
 - Responsible departments/partners and their roles.
 - Timing and resource allocation.
- Synthesis of next steps and implementation.

Design Workshop will document all data sources, findings, and recommendations in the form of a written plan document. We will provide a 90% complete draft for review by staff and select stakeholders as appropriate. Comments will be provided by reviewers in a comment tracking worksheet. After conducting a final comment resolution meeting(s), if necessary, Design Workshop will update the draft and deliver a final document.

Deliverables:

- *90% draft document in PDF format.*
- *Refined Three Mile Plan maps in PDF format (four maps anticipated).*

- *Comment tracking worksheet.*
- *Up to two (2) comment resolution meeting x 2 (two 1-hour virtual meetings).*
- *Final Draft document in PDF.*

Task 3.2 Final Draft Gunnison County Land Use Resolution Amendments

Design Workshop will review and incorporate comments from staff and key stakeholders to create a Final Draft of the updated Land Use Resolution delivered as a PDF document.

Deliverables:

- *Final Document in PDF format.*
- *Comment tracking worksheet.*

Task 3.3 Final Draft Intergovernmental Agreement for the City of Gunnison and Gunnison County

Design Workshop will review and incorporate comments from staff and key stakeholders to create a Final Draft of the updated Intergovernmental Agreement for the City of Gunnison and Gunnison County delivered as a PDF document.

Deliverables:

- *Final Document in PDF format.*
- *Comment tracking worksheet.*

Task 3.4 Council and Commission Presentation #3 and Adoption

Based on the 90% Draft of the Three Mile Plan and the Final Drafts of the Land Use Resolution and the Intergovernmental Agreement for the City of Gunnison and Gunnison County, Design Workshop will work with staff to prepare a presentation and talking points that will be shared for adoption.

Design Workshop will attend virtually to present and facilitate conversation with the support of staff.

Deliverables:

- *One (1) Final Plan Presentation and talking points for adoption hearing with the City of Gunnison and Gunnison County.*

Optional Additional Services

In Person Meeting Attendance

Sometimes adoption can take longer than anticipated, or you need additional consultant attendance at a key milestone. If travel is needed to support in-person meetings, we have outlined the add-on service on a per trip basis.

GIS Data Creation

Our scope of work assumes that all GIS data layers that are needed for mapping are available from the City, County, or open data sources. If additional data layer creation is required, Design Workshop staff is able to support this as an additional service. An anticipated fee range is included as an additional service option, but would be specifically scoped at the time of the data request.

Additional GIS Mapping

Our scope of work assumes the creation of typical Three Mile Plan maps. If additional mapping is desired, this can be completed for an additional service.



SCHEDULE

Schedule

Design Workshop anticipates being able to start the work within a week of being awarded the contract. We understand the desire to complete the project within 6 months of the date of RFP, and have crafted a schedule to meet that timeline, with anticipated completion by March 2024.

Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Phase 1: Where Are We Now - Understanding Recent Planning Work																				
Task 1.1 SKO and Project Initiation		○																		
Task 1.2 Project Management		○		○		○		○		○		○		○		○		○		○
Task 1.3 Past Plans Review					X															
Task 1.4 Work Session #1																				
Task 1.5 Council and Commission Presentation #1						○														
Phase 2: Where Do We Want to Be - Defining Direction For The Future																				
Task 2.1 Three Mile Plan Development							X				X									
Task 2.2 Gunnison County Land Use Resolution											X									
Task 2.3 Intergovernmental Agreement for the City of Gunnison and Gunnison County											X									
Task 2.4 Work Session #2												○								
Task 2.5 Council and Commission Presentation													○							
Phase 3: How Will We Get There - Delivering a Vision																				
Task 3.1 Draft Three Mile Plan																			X	
Task 3.2 Final Draft Gunnison County Land Use Resolution Amendments																			X	
Task 3.3 Final Draft Intergovernmental Agreement for the City of Gunnison and Gunnison County																			X	
Task 3.4 Council and Commission Presentation #3 and Adoption																				○

- Meetings
- X Deliverables



RATE SCHEDULE &
COST PROPOSAL

Rate Schedule & Cost Proposal

Rate Schedule

Team Member	Hourly Rate
Jessica Garrow	\$250
Reilly Thimons	\$175
Jennifer Pintar	\$110
Ashley McKnight	\$110
Alexandra Pollock	\$110
Bo James Nerlin	\$275

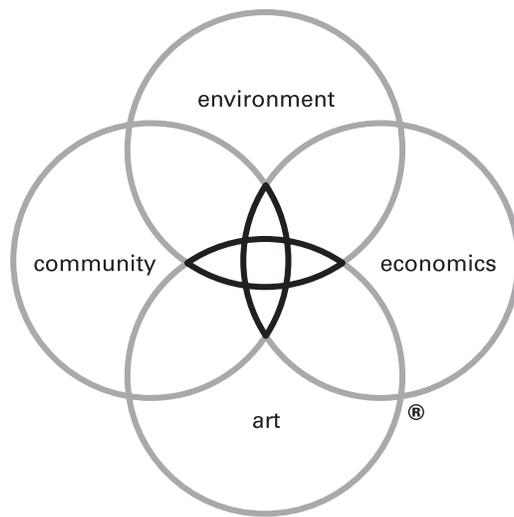
Cost Proposal

Phase	Fee
Phase 1: Where Are We Now - Understanding Recent Planning Work	\$18,390
Task 1.1 SKO and Project Initiation	\$3,340
Task 1.2 Project Management	\$4,100
Task 1.3 Past Plans Review	\$4,690
Task 1.4 Work Session #1	\$3,460
Task 1.5 Council and Commission Presentation #1	\$2,800
Phase 2: Where Do We Want to Be - Defining Direction For the Future	\$30,565
Task 2.1 Three Mile Plan Development	\$14,000
Task 2.2 Gunnison County Land Use Resolution	\$5,150
Task 2.3 Intergovernmental Agreement for the City of Gunnison and Gunnison County	\$5,815
Task 2.4 Work Session #2	\$2,360
Task 2.5 Council and Commission Presentation	\$3,240
Phase 3: How Will We Get There - Delivering a Vision	\$20,020
Task 3.1 Draft Three Mile Plan	\$6,290
Task 3.2 Final Draft Gunnison County Land Use Resolution Amendments	\$6,660
Task 3.3 Final Draft Intergovernmental Agreement for the City of Gunnison and Gunnison County	\$2,350
Task 3.4 Council and Commission Presentation #3 and Adoption	\$4,720
Total Labor Fee	\$68,975
Estimated Reimbursable Expenses	\$1,025
Total Fee	\$70,000

Optional Additional Services	
In Person Meeting Travel Costs (1 day)	\$2,500
Additional Mapping (per map)	\$500 - \$1,500
Creation of GIS Data Layers	\$500 - \$1,500

Fee By Consultant	
Design Workshop	\$63,475
Devor & Plumhoff	\$5,500
Reimbursables	\$1,025
Total Fee	\$70,000

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DW LEGACY DESIGN®

Legacy Design is the defining element of our practice. It is our commitment to an elevated level of design inquiry to arrive at the optimal solutions for clients. The process ensures that our projects reflect the critical issues facing the built environment and that they deliver measurable benefit to clients and communities.

It is the foundation of the firm's workshop culture and guides all projects.

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

**A Resolution Approving the Grant Application for an Administrative Planning Grant from
the Colorado Department of Local Affairs (DOLA)**

WHEREAS, the Gunnison County Board of Commissioners authorizes application for the DOLA grant for the development of the Three-mile plan and associated code amendments. If the grant is awarded, Gunnison County supports the completion of the project.

WHEREAS, Gunnison County requests \$25,000 from DOLA.

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

1. The Gunnison County Board of Commissioners authorizes submittal of the application and has appropriated matching funds for a grant with DOLA.
2. If the grant is awarded, the Gunnison County Board of Commissioners strongly supports the fulfillment of the project.
3. The Gunnison County Board of Commissioners authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.
4. If the grant is awarded, the Gunnison County Board of Commissioners hereby authorizes the designated Official to sign the grant agreement with DOLA.

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

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

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Jonathan Houck, Chairperson

Laura Puckett Daniels, Commissioner

Elizabeth Smith, Commissioner

ATTEST:

Gunnison County Deputy Clerk

Dana Hlavac
222 S. 6th St. Room 409
Grand Junction, CO 81501

December 5, 2023

Dear Mr. Hlavac,

Gunnison County is writing to request an Administrative Planning Grant to support the development of the City of Gunnison and Gunnison County Three-Mile Plan and associated code amendments.

Project Scope

Gunnison County and the City of Gunnison seek to update the Three Mile Plan, Intergovernmental Agreement, and Gunnison County Land Use Resolution to guide development in unincorporated Gunnison County surrounding the City of Gunnison. A draft Subarea Plan for the North Gateway and Highway 50 subareas (identified in Figure 1) was developed in 2023 to guide future development in these areas facing increasing development pressure. The Draft Subarea Plan reflects the values outlined in the City of Gunnison 2030 Comprehensive Plan (Comp Plan), which states, “The North Gateway Subarea largely defines the area where the City will consider annexation and incremental growth within the three-mile area. Should parcels in the North Subarea be annexed into the City, their land use and zoning designations should reflect similar use and level of intensity to adjacent land uses currently within the municipal boundary.”

The project area is in the jurisdiction of Gunnison County and subject to the standards of the Gunnison County Land Use Resolution. The City and County have an existing Intergovernmental Agreement for the three-mile planning area that will need to be updated.

The Subarea Plan included project-specific public engagement and built upon past community outreach conducted as part of the 2016 One Valley Prosperity Project and the Comp Plan. There is strong support among the community for incremental growth of the City to the north in a manner that prioritizes infill within the City first. Additionally, the public prioritized and supported: multi-modal connectivity, street/grid connection and extension, and extension of City design standards. The Comp Plan notes that the north Gunnison subarea “should provide broad potential for walkable neighborhoods, missing middle, and multi-family, including seniors and students.”

To conclude this long-range planning effort, the City and County need an updated plan addressing development within the three-mile area, excluding the North Gateway and Highway 50 Subareas. This plan should leverage

existing public engagement, the Comp Plan, and Subarea Plan. The County will need to update the Land Use Resolution with a *“...framework to encourage and direct industrial and commercial development into existing platted or zoned areas and enable opportunities for new commercial and industrial developments and newly developed Special Geographic Areas in order to:*

- a) Preserve our rural heritage.*
- b) Protect our community corridors (Hwy 50 and Hwy 135) and viewsheds along those corridors.*
- c) Support the community values described in the One Valley Prosperity Strategy.*
- d) Support compact development patterns.”*, The Gunnison County Board of Commissioners, result D.4 of the 2019 Gunnison County Strategic Plan.

Project management: The Consultant will be responsible for the development and facilitation of the project schedule, and coordination of all activities, tasks, meetings, and deliverables with the County and City’s designated Project Manager.

1. The Consultant will develop a Three Mile Plan for the areas outside of the North Gateway Sub Area and US 50 Subareas. The update of the Three Mile Plan will result in an effective regulatory tool for achieving project goals. The Plan will be developed using outreach and documentation from the Draft Sub Area Master Plan. No additional public engagement is anticipated for development of the Three Mile Plan.
2. Amendment of the Intergovernmental Agreement between the City of Gunnison and Gunnison County to address collaborative review of Land Use Change Applications for areas within the Subarea Plan and Three Mile Plan areas. The IGA will serve as a framework to guide development within the Three Mile Plan areas.
3. Update the Gunnison County Land Use Resolution to streamline the development review process for the subject areas and align with State of Colorado’s land use best practices for affordable housing.
4. Project management: The Consultant will be responsible for the development and facilitation of the project schedule, and coordination of all activities, tasks, meetings, and deliverables with the City and County’s designated Project Managers.

Budget and Timeline

PROJECT BUDGET					
	Source of Funds	DOLA Funds	Applicant Funds	Partner Funds	Total Funding
CASH					
	DOLA Planning Grant	\$25,000.00			\$25,000
	Gunnison County		\$22,500		\$22,500
	City of Gunnison			\$22,500.00	\$22,500
		\$25,000.00	\$22,500.01	\$22,500.00	\$70,000.00
CASH	Consultant Cost				
Step 1: Where are we now-Recent Planning Work	\$18,390	\$6,436.50	\$5,976.75	\$5,976.75	\$18,390.00
Step 2: Defining Future Direction	\$30,565	\$10,697.75	\$9,933.63	\$9,933.63	\$30,565.00
Step 3: Delivering a Vision	\$20,020	\$7,007.00	\$6,506.50	\$6,506.50	\$20,020.00
Estimated Reimbursable Expenses	\$1,025	\$858.75	\$83.13	\$83.12	\$1,025.00
TOTAL PROJECT COST		\$25,000.00	\$22,500.01	\$22,500.00	\$70,000.00

The project is expected to be completed in five months from approval of consultant contract. Gunnison County has released a request for proposals and interviewed consultant candidates for the project. In collaboration with the City of Gunnison both jurisdictions have selected Design Workshop to support the project completion. A contract for services has not been executed.

Financial Need

Both the City and the County have budgeted \$22,500 for this project. Both jurisdictions have a multitude of competing needs and priorities and support from DOLA for this project is needed to accomplish the work.

Project Urgency and Readiness to Begin Work

Now that the City and County are about to complete Phase 1 of the project which includes an area plan for the land around the City of Gunnison, the current land use regulations do not meet the needs of the area nor do they adequately address the infrastructure challenges and needed connections in the area. The current Three-Mile Plan is outdated (adopted in 1997) as is the associated intergovernmental agreement. It is vital to update these documents and the regulatory documents governing development to reflect the needs of the community and policies of the City Council and Board of County Commissioners.

As stated above, the County and the City have selected the consultant team of Design Workshop to support this project and are ready to begin work, although a contract for services has not yet been executed.

Energy and Mineral Impact

Gunnison County's history has long been tied to the mining industry. The extraction of coal, gold, silver, uranium and secondary resources has been integral to the development of several of the County's communities. Gunnison County is home to two of Colorado's largest and most productive coal mines, Oxbow Mining LLC's Elk Creek Mine and Mountain Coal Company's West Elk Mine in Somerset, producing significant amounts of exported product, and significant tax revenues. Each mine produces approximately five-to-six million tons of high-quality bituminous coal annually. The Elk Creek Mine is one of the top five underground producing mines in the nation. Gunnison County has worked with Oxbow Mining and Mountain Coal to create a Special District under the Gunnison County *Land Use Resolution* to provide a smooth process for expansion of their respective mining operations.

In 2003, Gunnison County adopted the *Coal Resource Special Area Coal Mining Regulations*, to recognize the unique importance of coal mining within the Somerset area. Specifically, the special regulations intend to simplify and expedite the permitting process for existing coal companies and avoid duplication with State and Federal permitting requirements while avoiding or mitigating potential impacts to the environment, public services and facilities, property and public safety that are not addressed by other State or Federal agencies. Gunnison County has consistently supported lease revisions, the Colorado Roadless Rule versus the Clinton Roadless Rule, and even a lowering of the royalty rates in support of the coal mines.

Gunnison County Board of Commissioners

Jonathan Houck, Chair

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado Health Foundation General, Grants Terms,

Action Requested: County Manager Signature

Parties to the Agreement: Colorado Health Foundation

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Grant Agreement is being submitted for review and will require the County Manager's signature if approved.

Fiscal Impact:

Submitted by: Lana Athey

Submitter's Email Address: lathey@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 11/30/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 11/28/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 11/28/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 12/1/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 12/5/2023



GENERAL, GRANTS TERMS, CONDITIONS, AND UNDERSTANDINGS

Title of Project:

Gunnison Hinsdale Early Childhood Council - Family, Friend, and Neighbor Caregiver Program
Grant ID# 28617

Purpose of Project:

Connect current and potential Family, Friend, and Neighbor (FFN) care providers to community resources and provide them with professional development opportunities to increase the quality of care they provide to the young children and families in the communities that are served.

Grantee Organization:

Gunnison-Hinsdale Early Childhood Council
220 N. Spruce
Gunnison, CO 81230

Checks to be Made Payable to:

Gunnison County Health and Human Services
220 N. Spruce
Gunnison, CO 81230

Tax Identification Number: 84-6000770

Amount of Grant Awarded:

\$50,000 over a 24-month period

Period for Which Support is Granted:

From December 01, 2023 *Through* November 30, 2025

Contingencies, if any:

Special Provisions, if any:

Key Grantee Activities and Target Milestones:**Year 1 and Year 2 Annually:**

1. Offer at least 6 FFN trainings each year on topics such as early literacy, CPR, positive-behavior management, nutrition, business practices, potty training, developmental milestones, etc.
 2. Connect at least 4 FFNs to mental health resources such as counselors, ECMH consultants, monthly caregiver book club meetings, and/or support groups for individuals with young children to decrease isolation in their rural resort community.
 3. Engage at least 3 FFNs with an Early Childhood Resource Navigator to complete the BAS review process; Early Childhood Resource Navigator will support 3 FFNs in developing stronger business practices for running a successful business and becoming a licensed family childcare home provider (if interested).
 4. Offer a safety walkthrough for all interested FFNs in the service area on creating a safe and quality care environment.
-

Intended Measurable Reach to be Reported on the Anticipated Number Served, if any:

Year 1 Anticipated Number Served: 10
Year 2 Anticipated Number Served: 10

Payment and Requirement Schedule

Requirement Due Date	Requirement	Payment Amount	Approximate Payment Schedule
November 27, 2023	Executed Agreement	\$50,000	November 30, 2023
December 30, 2025	Final Report		

Payments are contingent upon receipt and approval of the associated requirements.

The Foundation uses an online system to receive reports and other requirements. Please visit www.coloradohealth.org for more information

*Project Contact (please correct the information below if necessary) Mrs. Lana Athey GHECC Co-Coordinator Gunnison-Hinsdale Early Childhood Council 220 N. Spruce Gunnison, CO 81230	**Grantee Organization Primary Signatory (please correct the information below if necessary) Matthew Birnie County Manager Gunnison County 200 E. Virginia Avenue Gunnison, CO 81230
---	---

*The project contact is the individual directly responsible for developing the proposed activity, its implementation, and day-to-day direct supervision of the project. The email associated with the project contact will be added to the Foundation's email distribution list upon grant approval. To opt out of the email distribution list please notify the Foundation by emailing grants@coloradohealth.org.

**The organization primary signatory is the CEO/Executive Director of the grantee organization.

The Colorado Health Foundation is awarding this Grant to the above named organization (“Grantee”) and Grantee agrees to, the following:

1. Tax Exempt Status, Grantee represents that:

- a. To provide current and appropriate documentation if organization is a government supported agency, such as school, museum, library or government agency or department.
- b. To provide The Colorado Health Foundation with immediate written notification of any changes in the organization’s tax-exempt status.

2. Expenditure of Funds

This Agreement (together with any income earned upon investment of Grant funds) is made for the purpose outlined herein and may not be expended for any other purpose without The Colorado Health Foundation’s prior written approval. If the Grant is intended to support a specific project or for a specific period, any portion of the Grant unexpended at the completion of the project or the end of the period specified above on Page 1 (the “Grant Period”) shall be returned immediately to The Colorado Health Foundation. With prior written approval from The Colorado Health Foundation the Grant Period may be extended in order to reach the anticipated outcomes. Requests should be submitted using the form and instructions found at www.ColoradoHealth.org in the “For Grantees” section.

3. Prohibited Use of Funds

Grantee will not permit any Grant funds or income derived from such funds to be used for “political expenditures” as defined in Section 4955 of the Code, including but not limited to participation or intervention in a political campaign for a public office.

This grant is not in any way earmarked to support or carry on any lobbying or voter registration drive. Grantee intends to expend at least the amount of this grant on project non-lobbying and non-voter registration activities in Grantee’s current fiscal year.

Grantee represents that it is knowledgeable about Executive Order 13224 and the USA Patriot Act of 2001 and Grantee will not permit any Grant funds or income derived from such funds to be expended or re-granted so as to benefit any person or organization with ties to terrorists.

4. Anti-Discrimination Expectations

Grantee will not willfully discriminate against a particular class of individuals and will abide by all applicable local, state, and federal anti-discrimination laws in hiring, employment practices and when providing services.

5. No Assignment or Delegation

Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without the prior written approval of The Colorado Health Foundation.

6. Records and Reports

Grantee must keep a record of all receipts and expenditures relating to this Agreement and to provide The Colorado Health Foundation with a written report summarizing the project promptly following the end of the Grant Period. The Colorado Health Foundation may also require interim reports. Grantee reports should describe progress achieving the Grant Purposes (including progress toward measurable results and Key Grantee Activities and Target Milestones outlined above on Page 1) and include a detailed accounting of the uses or expenditure of all Grant funds. Grantee also agrees to provide any other information reasonably requested by The Colorado Health Foundation. If Grantee obtains any audited financial statements covering any part of the period of this Agreement, copies of such statements shall be provided to The Colorado Health Foundation promptly after receipt. Grantee must keep the financial records with respect to the Grant and this Agreement, along with copies of any reports submitted to The Colorado Health Foundation, for at least four years following the year in which all Grant funds are fully expended.

7. Required Notification

Grantee must provide The Colorado Health Foundation with immediate written notification of: (1) its inability to expend the Grant funds for the Grant Purposes; or (2) any expenditure of Grant funds for any purpose other than the Grant Purposes; and, (3) any other breach by Grantee of this Agreement.

8. Reasonable Access for Evaluation and Oversight

The Colorado Health Foundation incorporates evaluation into its charitable grant-making so that it and the Grantee can understand the impact of the Grant and how to improve the impact of the charitable grant-making moving forward, and for the benefit of other Grantees and for the State of Colorado. As a condition to the receipt of this Grant, Grantee agrees to comply with and to participate in any requests from The Colorado Health Foundation to conduct an evaluation of the effectiveness of this grant (the "Evaluation") either individually with the Grantee or with multiple grantees as part of a broader strategy of The Colorado Health Foundation, including but not limited to follow-up reporting and/or additional activities above and beyond those listed in the Payment and Requirements section of this Agreement.

Grantee will permit The Colorado Health Foundation and its representatives, at its request, to have reasonable access during regular business hours to its files, records, accounts, personnel and clients, or other beneficiaries for the purpose of making such financial audits, verifications, or program evaluations as The Colorado Health

Foundation deems necessary or appropriate concerning the Grant and to discuss Grantee's programs, procedures and operations with Grantee's personnel.

9. Research Involving Human Subjects:

If the Grant is to be used in whole or in part for research involving human subjects, Grantee hereby certifies that Grantee, applying the ethical standards and the criteria for approval of grants set forth in its Internal Review Boards and professional oaths, has determined that the human subjects involved in this Grant will not experience risk over and above that involved in the normal process of care and are likely to benefit from the proposed research program.

10. Publicity:

The Colorado Health Foundation encourages Grantee to publicize information concerning the Grant in the Grantee's newsletters, annual reports, press releases, website, social media and other relevant media. If the Grantee has received these funds for "General Operating Support," The Colorado Health Foundation expects to be acknowledged as a sponsor for major events by the inclusion of The Colorado Health Foundation's logo in the event promotional materials and print collateral. For more information and resources regarding the publicity of your grant, please visit www.coloradohealth.org/communicating-about-your-grant.

Without further notice to or consent from Grantee, The Colorado Health Foundation may include information regarding this Agreement and/or Grant, the amount and purpose of the Grant and photographs, logo or trademark, and other published/printed information or materials (provided by Grantee) and its activities, on The Colorado Health Foundation's communications channels, such as blog posts, newsletters, press releases, website and social media.

11. Colorado Charitable Solicitations Act

Grantee represents that it is aware of and in compliance with the Colorado Charitable Solicitations Act governing fundraising in Colorado.

12. Right to Modify or Revoke

The Colorado Health Foundation reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any Grant funds if, in The Colorado Health Foundation's sole judgment, such action is necessary or prudent: (1) because the Grantee has not fully complied with the terms and conditions of this Agreement; (2) to protect the purpose and objectives of this Agreement or any other charitable interest of The Colorado Health Foundation; or (3) to comply with the requirements of any law or regulation applicable to Grantee, The Colorado Health Foundation, or this Grant.

13. Termination

The Colorado Health Foundation's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Grantee.

In addition to its right of revocation under Paragraph 12 above, The Colorado Health Foundation may terminate this Agreement at any time by giving Grantee at least 30 days of written notice. Upon termination of this agreement for any reason, all payments by The Colorado Health Foundation to Grantee shall cease at such time as may be determined by The Colorado Health Foundation.

Termination or revocation of this Agreement by The Colorado Health Foundation will not terminate Grantee's obligations under this Agreement with respect to Grant funds expended or otherwise not returned to The Colorado Health Foundation. Grantee's obligations under Paragraphs 6, 8, 10 and 16 shall also survive termination of this Agreement.

14. Special Conditions and Reporting

Grantee will submit reports to The Colorado Health Foundation according to the reporting schedule set forth on page one of this Agreement.

The Colorado Health Foundation requires grantees to share any public opinion research conducted with foundation funds. Public opinion research includes both qualitative and quantitative methods to learn about the thoughts, perceptions, or beliefs of the general public, including but not limited to focus groups, ethnography, online surveys, and telephone polling. Grantees should plan to share the results of this research, including findings and reports, with the foundation. The Colorado Health Foundation will not share the research without permission from the grantee.

15. Amendment

This Agreement may be amended, supplemented or extended only by written communication signed by The Colorado Health Foundation.

16. No Partnership Agency or Third Party Beneficiaries

Nothing contained in this Agreement shall create or be deemed to create a partnership or agency between The Colorado Health Foundation and Grantee and nothing contained in this Agreement shall be deemed to give rise to any rights or benefits to third parties not a party to this Agreement.

17. Intellectual Property

(a) Grantee represents and warrants that it owns or has the right to use all intellectual property that will be employed by Grantee or its agents in the performance of this Agreement, including without limitation, Grantee's obligations under subsection (c) below.

(b) All works and matters created or discovered through the performance of this Agreement, including but not limited to, implementation methodologies, best

practices guides and training curricula (the "Work"), are owned by the Grantee provided, however, that the Work may be used by Grantee only in furtherance of charitable purposes (i.e., activities recognized by the IRS as charitable and not resulting in "unrelated business taxable income" as defined in Section 512 of the Code), unless otherwise agreed in writing by The Colorado Health Foundation.

(c) Grantee hereby grants to The Colorado Health Foundation a nonexclusive, irrevocable, perpetual, worldwide, fully transferable, royalty-free license to (i) the Work, to make, use, sell, license to others, reproduce, create derivative works of, publish, republish, distribute, perform and display the Work in any current or future form and for any purpose in furtherance of charitable purposes, and (ii) any other intellectual property incorporated into or used in connection with the Work to the extent reasonably necessary to enable The Colorado Health Foundation to use and practice the licensed Work. The license herein granted to The Colorado Health Foundation shall vest without any further action on the part of Grantee. Without the prior written consent of The Colorado Health Foundation, Grantee will not enter into any agreement with a third party that would restrict Grantee's ability to perform its obligations under this subsection (c).

18. Release

Nothing contained herein, including the required reporting and review procedures, shall be construed as a warranty, representation, or approval by The Colorado Health Foundation that the services rendered by Grantee are adequately or properly rendered on either an individual or program-wide basis. Grantee shall have sole responsibility for all damages, costs, fines, attorneys' fees, or liabilities of any kind or nature arising from any claims, demands or suits resulting from the Grantee's performance or failure to perform under this Agreement.

19. Controlling Document

The terms and conditions of this Agreement shall be the controlling document between The Colorado Health Foundation and Grantee. All verbal communication, notes, minutes or other documentation of The Colorado Health Foundation shall be deemed merged into this Agreement. In making this Grant, The Colorado Health Foundation has relied on the information and representations submitted to The Colorado Health Foundation by Grantee and Grantee represents that all such information and representations are true and complete.

20. Future Funding

Grantee acknowledges that, except as expressly provided in this Agreement, The Colorado Health Foundation has no obligation to Grantee with respect to any additional or future funding.

21. Counterparts; Electronic Signature

This Agreement may be signed in multiple counterparts, which may be signed by the parties separately, but together shall constitute a single agreement. The counterparts of this Agreement may be executed and delivered by facsimile, email, other means of electronic transmission, or other electronic signature and shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

[Signature Page Follows]

Erin Brown
Vice President, Community Investment and Impact
The Colorado Health Foundation

Date

The undersigned certify that they are duly authorized officers of Grantee and, as such, are authorized to accept this contract on behalf of Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this Agreement, and in connection with this Agreement to make, execute, and deliver on behalf of the Grantee all agreements, representations, receipts, reports, and other instruments of every kind.

ACCEPTED AND AGREED TO:

County Manager of Gunnison County Health and Human Services (typed/printed name)

County Manager (signature)

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Order Form; Flock Group, Inc.; Hardware and Softwa

Action Requested: County Manager Signature

Parties to the Agreement: FLOCK Safety and Gunnison County Sheriff's Office

Term Begins: January 1, 2024

Term Ends:

Grant Contract #:

Summary:

Hardware and software for camera system set up in the community for license plate reading. Primarily utilized in Colorado for stolen vehicle recovery.

Fiscal Impact: \$15,750 annually for 5 cameras

Submitted by: adam murdie

Submitter's Email Address: amurdie@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 11/30/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 11/28/23

Reveiwed by: GUNCOUNTY1\sobaid

Discharge Date: 11/28/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 12/1/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 12/5/2023

**Flock Safety + CO - Gunnison County
SO**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Will Nobles
will.nobles@flocksafety.com
2058215424



EXHIBIT A
ORDER FORM

Customer: CO - Gunnison County SO
 Legal Entity Name: CO - Gunnison County SO
 Accounts Payable Email: amurdic@gunnisoncounty.org
 Address: 510 W Bidwell Ave Gunnison, Colorado 81230

Initial Term: 12 Months
 Renewal Term: 12 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.
 Retention Period: 30 Days

Hardware and Software Products
 Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$15,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	5	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	5	\$750.00
Subtotal Year 1:			\$15,750.00
Annual Recurring Subtotal:			\$15,000.00
Estimated Tax:			\$0.00
Contract Total:			\$15,750.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$15,750.00
Annual Recurring after Year 1	
Contract Total	\$15,750.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CO - Gunnison County SO

By: _____

By: _____

Name: Mark Smith

Name: Adam Murdie

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Customer Implementation Guide
Law Enforcement



flock safety

Terms and Conditions

TERMS AND CONDITIONS

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 "**Flock Services**" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 "**Footage**" means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 "**Hotlist(s)**" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 "**Installation Services**" means the services provided by Flock for installation of Flock Services.

1.13 "**Permitted Purpose**" means for legitimate law enforcement purposes, including but not limited to the awareness, prevention, and prosecution of crime, investigations, prevention of commercial harm, to the extent permitted by law.

1.14 "**Retention Period**" means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.15 "**Vehicle Fingerprint™**" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.16 "**Web Interface**" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("**Retention Period**"). Authorized End Users will be required to sign up for an account and select a password and

username ("**User ID**"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at **support@flocksafety.com** (such services collectively referred to as "**Support Services**").

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of

data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is

responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “**Customer Obligations**”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide,

perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality, and performance of this Agreement. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and

Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("Cure Period"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair

or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics

(including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention,

articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide. ("**Customer**

Obligations”). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither

contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned

Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation. Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

These Terms and Conditions are subject to change.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Federal Aviation Administration (FAA) Notice of Ap

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County, Air Carriers, and FAA

Term Begins: 10/1/2023

Term Ends:

Grant Contract #:

Summary:

FAA approval notification process to air carriers to begin collection for PFC application 23-07-C-00-GUC

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: 11/30/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 11/27/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 11/27/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 12/1/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 12/5/2023



U.S. Department
of Transportation

**Federal Aviation
Administration**

Northwest Mountain Region
Colorado, Idaho, Montana
Oregon, Utah, Washington,
Wyoming

2200 S. 216th Street
Des Moines, WA 98198

August 14, 2023

Mr. Rick Lamport
Airport Manager
200 E. Virginia
Gunnison, CO 81230

Dear Mr. Lamport,

**SUBJECT: Gunnison-Crested Butte Regional
Gunnison, CO
PFC Application 23-07-C-00-GUC
Acknowledgement Letter**

In accordance with 49 U.S.C. § 40117, the Federal Aviation Administration (FAA) acknowledges your notice of intent to impose a PFC charge at Gunnison-Crested Butte Regional (GUC) and to use PFC revenue at GUC. The authority to impose a PFC is contingent on your continued compliance with the terms of 49 U.S.C 40117, 14 Code of Federal Regulations (CFR) Part 158 and any conditions included in this letter.

Your notice of intent, submitted on July 21, 2023, has been assigned the following PFC Application Number: 23-07-C-00-GUC. The FAA does not have any particular objections to your notice of intent or proposed projects. Therefore, the FAA acknowledges that you will begin collecting a PFC at a \$ \$4.50 PFC level on October 1, 2023 and complete your collections on July 1, 2028. Furthermore, the FAA acknowledges that you will collect a total of \$931,049 in PFC revenue to for the following projects:

Project Title	Type	Level	Pay-as -you-go	Total
GA Apron Rehabilitation- Design. (001)	Concurrent	\$4.50	\$48,889	\$48,889
GA Apron Rehabilitation- Const. Phase 1. (002)	Concurrent	\$4.50	\$223,526	\$223,526
Rehabilitate Connectors A4-A8. (003)	Concurrent	\$4.50	\$112,415	\$112,415
GA Apron Expansion- Drainage Imp. (004)	Concurrent	\$4.50	\$56,859	\$56,859
GA Apron Exp. & Adjust RW 17 RPZ South. (005)	Concurrent	\$4.50	\$250,000	\$250,000

GA Apron Rehabilitation- Phase 2. (006)	Concurrent	\$4.50	\$208,333	\$208,333
Airport Layout Plan Update. (007)	Concurrent	\$4.50	\$13,889	\$13,889
PFC Administrative Costs. (008)	Concurrent	\$4.50	\$17,138	\$17,138

The FAA also acknowledges your proposal to exempt that class of air carrier defined as Nonscheduled/On-Demand Air Carriers, filing FAA Form 1800-31. that are operating at GUC from the requirement to collect the PFC. We request that you notify the carriers in this excluded class, which were listed in your notice of intent, of their exemption.

All public agencies collecting PFC's are subject to reporting, record keeping, and auditing requirements as described in 14 CFR Part 158, Subpart D (14 CFR section 158.61 et. seq.). Specifically, you are reminded that, pursuant to 158.67(c), at least annually during the period the PFC is collected, held or used, each public agency shall provide for an audit of its PFC account. After completion of your audit, please provide the Denver Airport District Office (DEN-ADO) a copy of the audit.

Also be advised, that the ability to collect on PFC Application Number 23-07-C-00-GUC is governed by either the charge-expiration date, noted above, or when full collection authority (PFC collections plus interest) is reached - whichever comes first. Therefore, it is important to monitor your rate of collection and adjust your charge expiration date as necessary.

The charge effective date must be the first day of the month and must be at least 30 days from the date of this letter.

Also, you are responsible for coordinating any construction with the appropriate federal offices as you would with any non-federally funded construction.

Be advised, 14 CFR section 158.33(a)(1) requires you to implement your concurrent impose and use projects that the FAA has not objected to within 2 years of the date of this letter. 14 CFR section 158.33(a)(1) requires the public agency to begin implementation of a project no later than 2 years after receiving clearance to use PFC revenue on that project.

Finally, you must comply in accordance with your certification of 14 CFR Part 158 assurance number 9, standards and specifications and ensure PFCs are used only for eligible components, spaces and/or equipment.

Sincerely,

Deepeka Munoz, Acting Manager
 Planning, Environmental and Financial Programs Branch

Enclosure

Decision Summary Report

Application Number	Approved for Collection	Approved for Use
93-01-C-00-GUC*	\$702,133	\$702,133
93-01-C-01-GUC	105,320	105,320
93-01-C-02-GUC	102,509	102,509
98-02-C-00-GUC*	619,631	619,631
98-02-C-01-GUC	(435,877)	(435,877)
98-02-C-02-GUC	(4,680)	(4,680)
01-03-C-00-GUC*	480,667	480,667
04-04-C-00-GUC	2,278,137	2,278,137
04-04-C-01-GUC	(586,273)	(586,273)
09-05-C-00-GUC	396,438	396,438
09-05-C-01-GUC	104,068	104,068
12-06-C-00-GUC	452,445	452,445
Report Total	\$4,214,518	\$4,214,518

* Closed Applications



Gunnison – Crested Butte Regional Airport

Phone: (970) 641-2304 | Fax: (970) 641-8559

Email: rlairport@gunnisoncounty.org

Website: www.GunnisonCounty.org/Airport

November 16, 2023

To: Distribution List

Re: Gunnison County Notice of Approval for Passenger Facility Charge No. 23-07-C-00-GUC at Gunnison-Crested Butte Regional Airport

Dear Air Carrier Representative:

In accordance with Title 14 Code of Federal Regulations (CFR) Part 158.43, *Public Agency Notification to Collect PFC's*, Gunnison County (County) is required to inform air carriers and foreign air carriers, collecting a Passenger Facility Charge (PFC), of the approval of a PFC application.

On July 21, 2023, the County submitted PFC Notice of Intent (NOI) No. 23-07-C-00-GUC to the Federal Aviation Administration (FAA) to impose and use a PFC at Gunnison-Crested Butte Regional Airport (GUC). The FAA subsequently reviewed and approved the PFC NOI application on August 14, 2023, as advised by its Acknowledgement Letter (a copy of which is attached for your records). The FAA has designated this application as PFC No. 23-07-C-00-GUC and should be referred to as such in any future correspondence regarding this application. As part of the approval notification process, as advised in 14 CFR 158.43(b), the County is providing the following information:

1. The FAA is authorizing the \$4.50 collection level for the entire application.
2. The total approved PFC revenue to be collected for this application is \$931,049.
3. The effective date for this application is October 1, 2023, and is based on the estimated charge expiration date for the previously approved collections in PFC Application No. 12-06-C-00-GUC.
4. The FAA estimates the charge expiration date to be July 1, 2028.
5. PFCs should be remitted to the following address:

Gunnison-Crested Butte Regional Airport
200 E. Virginia
Gunnison, CO 81230

If you have any questions or require additional information regarding approved PFC 23-07-C-00-GUC, please contact Rick Lampert at 970-642-7388.

Sincerely,

Matthew Birnie
County Manager

Attachment

cc: Rick Lamport, Gunnison County
Perry Solheim, Gunnison County
Stephanie Petsch, Gunnison County
Michael Scott, Ricoondo

County of Gunnison, Mailing List 0420_2023

Patrick Bowes, Manager Corporate Real Estate
American Airlines, Inc.
P.O. Box 619616
Dallas/Ft Worth A/P, TX 75261

Daniel Mehl, Project Manager Corporate Real Estate
United Air Lines
P.O. Box 06649
Chicago, IL 60606-0649

Jonathan G. Ornstein, Chairman/CEO
Mesa Airlines
410 North 44th Street
Phoenix, AZ 85008

Chip Childs, President/CEO
SkyWest Airlines
444 South River Road
St. George, UT 84790

Mark Duebner, VP Corporate Real Estate
JSX
1341 W. Mockingbird Ln., STE 600E
Dallas, TX 75247

Levi Stockton, President
Advanced Airlines
12101 Crenshaw Blvd.
Hawthorne, CA 90250

Rick Hoefling, President/CEO
Champlain Enterprises, Inc.
24950 Country Club Blvd.
North Olmsted, OH 44070

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Customer Services Agreement; Triad Resource Group,

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: 11/18/2023

Term Ends:

Grant Contract #:

Summary:

Based on the renewal outline attached, it is being requested that the new services agreement with Triad EAP be signed.

Fiscal Impact:

Submitted by: Lauren Trautz

Submitter's Email Address: ltrautz@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim

Discharge Date: 11/30/2023

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 12/1/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 12/1/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 12/1/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 12/5/2023



Triad EAP – Gunnison County

Per Employee, Per Month Package based on an average employee count of 222

We are pleased to continue working with Gunnison County. No adjustment to the current rate of \$4.10 PEPM is necessary for the 2024 benefit year and the following services are included in that rate:

- 6 confidential counseling sessions per incident, per year
- Legal Consultation Services
- 6 Financial Consultation Services
- Supervisory Referrals: Unlimited. Includes consultation with the supervisor and then the number of sessions in the plan with a counselor to address the goals set by the supervisor and the employee.

We are pleased to announce that Triad is enhancing the services included in the base PEPM including:

- 6 Life Coaching Sessions annually – available to employees and their family members
- Work-life Resources and Referrals
- Personal Assistant Referrals
- Medical Advocacy

Organizational Services: Due to increased counselor reimbursement rates the following fee-for-for service rates will be adjusted for 2024:

- **Crisis Support Debriefing:** \$225/hour. 2, 4-hour cases included annually.
- **Additional Counseling Sessions:** Completed sessions billed at \$105/session.
- **Workplace Training:** Billed at \$275/hour. 2, 60-minute sessions included annually.
- **Conflict Resolution:** Billed at \$175/hour. 2, 4-hour cases included annually
- **Benefit Fair Attendance:** 2 hours included. Additional hours billed at \$125/hour

***Travel fees may apply**

Triad EAP is now part of AllOne Health

In March 2023, Triad EAP announced our partnership with AllOne Health. With this transition, our business name, and the services we offer will remain the same. You will continue to work with the same trusted account management team. Your employees can still access care through the same phone number (970-242-9536 or 877-679-1100) and website (www.triadeap.com). The only difference is that now, we have the added support and resources of AllOne Health behind us. The employee experience on triadeap.com has changed with the launch of the Member Portal, a daily well-being mobile app and website. Employees will build customized profiles and then explore thousands of self-help articles, review event calendars, complete assessments, and access confidential counseling support via chat, online forms, or a simple telephone call 24/7/365. AllOne Health brings more than 50 years of experience in providing comprehensive EAP and whole health solutions to employers of all sizes across the United States. We are excited about the additional resources and support that we can offer, and we look forward to continuing to work with you to support the mental health and well-being of your employees.

CUSTOMER SERVICES AGREEMENT

(U.S. Based Employees Only)

This **CUSTOMER SERVICES AGREEMENT** (the "Agreement"), dated as of November 18, 2023 is entered into by and between Triad Resource Group, an LLC with its principal place of business located at 100 North Pennsylvania Avenue, Wilkes-Barre, PA 18701 doing business as Triad EAP or AllOne Health ("Company") and Gunnison County with its principal place of business located at 200 E. Virginia Ave. Gunnison, Colorado ("Customer"), collectively referred to herein as "Parties" and each as "Party."

PREAMBLE

WHEREAS, Customer wishes to engage the Company to provide employee assistance services and the Company wishes to provide such services upon certain terms and conditions.

NOW, THEREFORE, in consideration of the recitals listed above and the mutual promises, covenants, agreements, and undertakings of the Parties set forth below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE I. COMPANY RESPONSIBILITIES

1.1 Description of Services. The Company shall provide employee assistance services to Customer pursuant to the attached Statement of Work/Fee Schedule (**Exhibit A**), which is incorporated herein by reference, (sometimes collectively referred to as "Services").

1.2 The Company's Intellectual Property. The Agreement is not a work-for-hire agreement. The Company retains exclusive right, title and interest in intellectual property developed, delivered, or used in the performance of the Agreement. Neither the Agreement nor any Statement of Work changes the ownership of any pre-existing materials. Customer shall have no ownership interest in software used by the Company. All work product generated or acquired by the Company shall be the exclusive property of the Company. Work product shall include all clinical data and supporting records and other information. All such work product is confidential pursuant to Article 2 of the Agreement.

ARTICLE II. CONFIDENTIALITY

2.1 Confidential Information. "Confidential Information" means information or data of a Disclosing Party concerning its business operations, methods and strategies, financial condition, technology, or prospects, in any form or medium (including writings, drawings and electronically stored information and data), whether or not marked or labeled as "confidential." Confidential Information also includes: (i) a Disclosing Party's technical information, confidential data and trade secrets; (ii) a Disclosing Party's nonpublic Intellectual Property ("IP") (for example, inventions, discoveries, designs, methods, processes and ideas, whether or not patented or patentable), mask works and works for authorship, whether copyrighted or copyrightable; (iii) any other information or data whether in written, electronic or oral form, directly or indirectly or made available by Disclosing Party or any of its or its affiliates' employees or independent contractors to the non-disclosing party in connection with the activities contemplated by this Agreement that is designated "Confidential" or "Proprietary" or some similar designation or that would reasonably be expected to be confidential under the circumstances, including information related to the Disclosing Party's business or operations (including financial, corporate, marketing, product, research, technical, manufacturing and other nonpublic information) or to its or its affiliates' employees, customers, suppliers and other business partners, property-related information, personally identifiable information, sensitive personal information (including the substance of inquiries or requests made by Customer's employees through the Services); and (iv) all tangible manifestations (however embodied) of information or data referred to in clauses (i), (ii) and (iii) above (for example, computer software, firmware, scripts or objects, hardware, programmer's notes, databases, manuals, training manuals and materials, memoranda, reports, drawings, sketches, flowcharts, models, prototypes, files, films, records

or forms).

2.2 Receiving Party. A Party that acquires knowledge of the other Party's (a "Disclosing Party") Confidential Information is considered the "Receiving Party." The Receiving Party shall keep Confidential Information in confidence using the same degree of care as the Receiving Party uses with its own Confidential Information or a reasonable degree of care, whichever is greater. The Receiving Party will not use, exploit, disseminate, disclose, or divulge Confidential Information to any person, firm, corporation, partnership, association, or other entity, without the prior written consent of the Disclosing Party.

2.3 Applicability of Confidentiality. Notwithstanding the foregoing, a Receiving Party is not required to hold a Disclosing Party's information "confidential" if the information: (i) becomes publicly known, after disclosure in connection with this Agreement, through no act or omission of the Receiving Party; (ii) was, prior to disclosure in connection with this Agreement, already in the legitimate possession of the Receiving Party or publicly known; (iii) is obtained by the Receiving Party from a third party (a) without using the Disclosing Party's Confidential Information and (b) without a breach of such third party's obligations or violation of law, rule or regulation; (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information; (v) is required to be disclosed pursuant to judicial or governmental judgment, writ, decree, or order; or (vi) becomes relevant to the Receiving Party in any claim, demand, suit, action or proceeding instituted or defended by it in connection with the enforcement of its right or obligations under this Agreement. If the Receiving Party is required to disclose Confidential Information as contemplated in **Section 2.3(v)**, the Receiving Party may disclose only such information as, in the opinion of counsel, is legally required. The Receiving Party shall provide Disclosing Party, to the extent reasonably possible, advance notice to allow the Disclosing Party to seek, at its own expense, a protective order. The Receiving Party shall, at the Disclosing Party's expense, reasonably cooperate with the Disclosing Party's efforts to seek such a protective order.

2.4 Retention. The Company may retain, for its own general analytic purposes, after termination of the Agreement, de-identified aggregate data that is: (i) compiled from the raw data disclosed by Customer to the Company; or (ii) compiled from raw data collected from Customer's employees or their health care providers.

2.5 Information Security Program. The Company maintains an information security program to protect personally identifiable information. The information security program includes administrative, technical, and physical safeguards: (a) to ensure security and confidentiality; (b) to protect information against any anticipated threats or hazards to security and integrity; and (c) to protect information against unauthorized access to or use that could result in harm, liability, or inconvenience to Customer or to its employees. The Company will report breaches of security to Customer when the security breach involves Customer information or information related to employees or any other individuals that is collected by and held by or on behalf of the Company.

2.6 Security Breach. If the Company believes that there has been any unauthorized access to or use of information related to employees or any other individuals that is collected by and held by or on behalf of the Company (a "Security Breach" of "Customer Data"), the Company must notify Customer after completion of its internal review and investigation.

ARTICLE III. TERM, PAYMENT AND TERMINATION

3.1 Term. The Agreement commences on the effective date set forth on **Exhibit A** ("Effective Date") and ends at 5:00 p.m. Eastern Standard Time on December 31, 2024, or until terminated sooner pursuant to **Section 3.3** of the Agreement (the "Term"). The Agreement automatically renews for one (1) year terms unless written notice is provided at least 120 days prior to the expiration date or any extension or renewal thereof.

3.2 Payment. In consideration for the Company rendering the Services, Customer agrees to pay the Company such amounts as set forth in **Exhibit A** ("Service Fees"). These fees will be fixed for the Initial 12-month term, unless the Customer has an employee enrollment change of ten percent (10%) or more, whereby the Company has the right to review and revise pricing accordingly. The Customer shall report employee enrollment changes of ten percent

(10%) or more in writing with payment remittance. The Company has a right to review and revise pricing accordingly on past and future invoices related to the ten percent (10%) change. Any other adjustments to fees will go into effect each successive term on or after the anniversary date at the Company's sole discretion, but not to exceed the Consumer Price Index (CPI) or rate of inflation at that time, unless otherwise mutually agreed upon. The Company will send Customer a quarterly invoice for services rendered to Customer. Customer shall make payment upon receipt of the invoice. If the invoice is not paid within fifteen (15) days following the invoice date, the invoice amount accrues interest at a rate of 1.25% per month. However, Customer's total interest liability will not exceed the limits imposed by law. If the Company charges Customer for interest more than the limits imposed by law, the Company will credit Customer the excess interest on the Company's next invoice. If the excess interest is greater than the amount of the Company's next invoice, the Company will refund Customer the amount of excess interest owed above the next invoice amount.

3.3 Termination. Either Party may terminate the Agreement if the other Party materially breaches the Agreement and fails to cure such breach within sixty (60) days after receipt of written notice of such breach from the other Party. Termination shall not prejudice any other remedy to which the terminating Party may be entitled at law, in equity or under the Agreement.

3.4 Effect of Termination. The Company is entitled to full compensation for work performed prior to termination.

3.5 Indebtedness. If Customer is unable to pay its debts as they become due, the Company may terminate the Agreement at its discretion and proceed to enforce Customer's performance. This Section 3.5 supersedes all prior contract terms and conditions.

3.6 Bankruptcy. Either Party may terminate the Agreement if the other Party: (i) ceases doing business as a going concern; (ii) makes an assignment for the benefit of creditors; (iii) admits in writing its inability to pay its debts as they become due; (iv) commences, or has commenced against it, bankruptcy proceedings in any jurisdiction and such proceedings are not dismissed within 30 days; or (v) files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangements under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a custodian, trustee, receiver, liquidator of it or of all or any substantial part of its asset or properties, or if within 45 days after the commencement of any proceeding against the Party seeking reorganization, similar arrangements, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within 45 days after appointment of any custodian, trustee, receiver or liquidator of it or all or any substantial part of its assets and properties without the Party seeking reorganization's consent or acquiescence, and the appointment has not been vacated.

ARTICLE IV. INDEMNIFICATION

4.1 Mutual Indemnification. To the fullest extent permitted by law, each Party shall indemnify, defend (with counsel reasonably acceptable to the other Party), and hold harmless the other Party and its affiliates, and its and their respective officers, directors, partners, shareholders, employees, representatives, agents, successors and assigns (each an "Indemnified Party") from and against any and all liabilities, losses, claims, damages, expenses and costs (including reasonable attorneys' and consultants' fees and disbursements) (collectively, "Losses") arising from or relating to: (1) any negligent act or omission, in whole or in part; (ii) any violation of any applicable statute or regulation in the performance of this Agreement; and (iii) any fraud, willful misconduct or gross negligence of the other Party, its affiliates or any subcontractor.

ARTICLE V. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

5.1 Warranty. The Company will use commercially reasonable efforts to perform the Services in a professional manner, consistent with industry standards. Except as described in the Agreement or a Statement of Work, the Company makes no other warranties. The Company warranties extend solely to Customer. This warranty gives

Customer specific legal rights, and Customer may also have other rights, which vary from state to state. Except for non-payment, neither Party will bring a legal action under the Agreement more than two (2) years after the cause of action arose.

5.2 Disclaimer. TO THE EXTENT PERMITTED BY LAW AND AS PROVIDED HEREIN, COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR PRODUCTS AND SERVICES.

5.3 Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER, FOR THE PERIOD OF 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO SUCH DAMAGES, UNDER THE AGREEMENT FOR THE RELEVANT SERVICES.

ARTICLE VI. THIRD PARTY INFORMATION/LIMITATIONS OF RESPONSIBILITY

6.1 Responsibility and Liability for Third Parties. It is specifically understood and agreed by the Parties that neither Party assumes responsibility or liability for the accuracy, completeness, propriety, necessity, or advisability of the information which is provided to the Company or Customer by or from third parties including counselors, affiliates, coaches, coordinators, clinics, or any other entities providing information to the Company or Customer.

6.2 Limitations of Responsibility. The Parties understand and agree that Company shall have no responsibility of any kind to Customer and any individual employee of Customer or any other person, firm, corporation, or entity for any of the following: (1) verification of any individual's eligibility, or entitlement to group medical/health plan coverage, or coverage contained within or excluded from said group health plan; (2) verification for any participant's provider's network status; (3) payment of any individual's medical, hospital, or other bills, debts, obligations, or other liabilities of any kind relating to medical or surgical treatment of confinement; (4) benefit decisions – the role of the Company being limited to making clinical recommendations to a health benefit plan's named fiduciary; and (5) notification to any individual of an adverse benefit determination based upon, or related to, a clinical recommendation by Company.

6.3 Customer Obligations. The Company shall not be liable for any obligation, indebtedness, or liability of Customer, whether now existing or hereafter arising, and the Company shall not, by entering into the Agreement, assume or become liable for any of such obligations, indebtedness, or liabilities.

ARTICLE VII. AUTHORIZATION FOR COMMUNICATIONS

7.1 Communications. Customer shall not distribute descriptive materials of any type which reference the various components of the services provided by the Company without first submitting such proposed materials to the Company for review and obtaining prior written authorization from the Company. Customer further expressly acknowledges that all intellectual property rights of the Company, its successors and/or assigns, shall remain the sole and exclusive property of the Company, its successors and/or assigns consistent and in accordance with the prior approval obtained by the Company from the United States Patent and Trademark Office and any other available remedies or protection(s) available unto the Company.

7.2 Irreparable Harm to the Company. It is further expressly agreed that a breach by Customer of any provision of the preceding covenant will cause the Company irreparable harm which cannot be adequately compensated by monetary relief. Accordingly, in the event of any such breach, the Company can and will be entitled to equitable relief (including but not limited to temporary restraining orders, preliminary and/or permanent injunctions), in addition to any other remedies available at law or in equity now or hereinafter in force.

ARTICLE VIII. GENERAL PROVISIONS

8.1 Notice. All notices and other communications required or permitted hereunder or in connection herewith, shall be deemed to have been duly given if they are in writing and delivered personally or sent by registered or certified mail, return receipt requested and postage prepaid. They shall be addressed as follows:

Triad EAP
Attn: Legal Department
100 North Pennsylvania Avenue
Wilkes-Barre PA 18701-3503

Customer:
Gunnison County
200 E. Virginia Ave.
Gunnison, CO 81230

Provided, however, that either Party may change such Party's address by written notice of such change in accordance with this Section 8.1 to the other Party.

8.2 Governing Law. The Agreement shall be governed by and construed under the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof. Additionally, the Parties agree that any legal action or proceeding brought by or against them under this agreement shall be exclusively brought in the United States District Court for the District of Delaware and that the parties submit to such jurisdiction and waive all objections which they may have with respect to the venue of the above courts.

8.3 Entire Agreement. The Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement between the Parties with respect to the provisions of the Services and supersedes any and all prior agreements whether written or oral, that may exist between the Parties solely with respect to such subject matter. The Preamble and **Exhibit A** are incorporated into the Agreement by reference.

8.4 Modifications and Amendments. No modification, alteration, change or waiver of any provision of the Agreement shall be valid unless it is in writing and signed by the Party against whom it is sought to be enforced. No waiver at any time of any provision of the Agreement shall be deemed a waiver of any other provision of the Agreement at that time or a waiver of that or any other provision at any other time.

8.5 Statement of Work/Fee Schedule Amendments. Notwithstanding **Section 8.4**, Customer may request the Company to make changes to its Statement of Work/Fee Schedule or to perform additional Services ("Modified Services"). Upon such request by Customer, the Company shall submit in writing a proposal for accomplishing the Modified Services and any associated increase or decrease in the Service Fees. If Customer elects to have the Company perform the Modified Services, the Company shall prepare an amended Statement of Work/Fee Schedule that describes and outlines the terms of the Modified Services to be performed. Such amended Statement of Work/Fee Schedule shall be mutually agreed upon, signed, and dated by both Parties. The Company shall not be obligated to perform the Modified Services prior to the execution of the amended Statement of Work/Fee Schedule.

8.6 Assignment and Third-Party Beneficiaries. Neither Party may assign the Agreement without the expressed written consent of the other Party, which consent shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, either Party may assign the Agreement to its parent, a subsidiary, or an affiliated company without the expressed written consent of the other Party. Furthermore, either Party may assign the Agreement to a third party solely in connection with a sale or other disposition of substantially all the assets of the assigning Party's business without the expressed written consent of the other Party. Other than in connection with indemnification under **Section 4.1**, the Agreement does not, nor is it intended to, create any rights, benefits, or interests in any third party, person, or organization.

8.7 Captions and Headings; Interpretation. Captions and headings contained herein are solely for convenience of reference and shall not constitute a part of, or affect the interpretation or construction of, the Agreement. Except as otherwise explicitly specified to the contrary, (a) references to a Section, Article, exhibit or schedule means a Section or Article of, or schedule or exhibit to this Agreement, unless another agreement is specified, (b) the word “including” (and words of similar import) means “including without limitation,” (c) references to a particular statute or regulation include all rules and regulations thereunder and any predecessor or successor statute, rules or regulation, in each case, as amended or otherwise modified from time to time, (d) words in the singular or plural form include the plural or singular form, respectively, and words of one gender shall be held to include all genders as the context requires, (e) references to the Parties means the Parties hereto, unless another agreement is specified, (f) references to a particular person include such person’s successor and assigns to the extent not prohibited by this Agreement, (g) “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase does not mean simply “if,” (h) the headings contained in this Agreement, in any exhibit or schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not effect in any way the meaning or interpretation of this Agreement, (i) references to “\$” shall mean United States dollars, (j) the word “or” is not exclusive, (k) the words “hereof,” “herein,” “hereby,” “hereto,” and derivative or similar words refer to this entire Agreement including the schedules and exhibits hereto, (l) the word “any” means “any and all,” (m) the words “writing,” “written,” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form, (n) no provision of this Agreement is to be construed to require, directly or indirectly, any person to take any action, or omit to take any action, to the extent such action or omission would violate applicable law, (o) if the last day of the time period for the giving of any notice of the taking of any action required under this Agreement falls on a day that is not a business day, the time period for giving such notice or taking such action shall be extended through the next business day following the original expiration date of such, and (p) the Parties have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement.

8.8 Waiver and Severability. The waiver by either Party of any default or breach of the Agreement shall not constitute a waiver of any other or subsequent default or breach. If any provision of the Agreement shall be deemed partially or wholly unenforceable, such unenforceability shall not affect the remaining provisions hereof and such affected provision shall be enforced to the fullest extent permitted by law.

8.9 Attorney’s Fees, Costs and Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of the Agreement, each Party shall bear its own attorneys’ fees, costs and expenses incurred in maintaining such action in addition to any other relief that may be deemed proper.

8.10 Counterparts and Facsimile Signatures or PDF Signatures. The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Customer and the Company agree that transmission to each other of the Agreement with the transmitting Party’s facsimile signature or portable document format (“PDF”) signature shall suffice to bind the Party signing and transmitting same to the Agreement in the same manner as if the Agreement with an original signature had been delivered.

8.11 Independent Contractor Status. For purposes of the Agreement and all the Services to be provided hereunder, the Company shall not be considered a partner, co-venturer, agent, employee or representative of Customer, but shall remain in all respects an independent contractor, and neither Party shall have any right or authority to make or undertake any promise, warranty or representation, to execute any contract or otherwise to assume any obligation or responsibility in the name of or on behalf of the other Party.

8.12 Solicitation of Employees. Customer agrees that during the term of the Agreement and for a period of twenty-four (24) months commencing on the date that such term expires or is terminated, Customer shall not for any reason, either directly or indirectly, on Customer’s own behalf or in the service or on behalf of others, solicit, recruit or attempt to persuade any person to terminate such person’s employment or consulting arrangement with the

Company, or an affiliated company, whether or not such person is a full-time employee or whether or not such employment is pursuant to a written agreement or is at-will.

8.13 Survival. The provisions of **Articles II, III, IV, V, VI, VII and VIII** shall survive the expiration or sooner termination of the term of the Agreement.

8.14 Force Majeure. Each Party shall not be considered in default of the performance of its obligations under the Agreement to the extent that performance of its obligations is prevented or delayed by any cause beyond its reasonable control, including acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, wars, blockades, riots, civil disturbances, pandemics, epidemics, floods, hurricanes, tornadoes and any other similar acts, events or omissions (each a "Force Majeure Event"). A Party is excused from performance only for the duration of such a Force Majeure Event. Any Party so delayed in its performance due to a Force Majeure Event shall immediately notify the other Party by telephone (to be confirmed in writing within 24 hours of the inception of such delay). In the event a Force Majeure Event affecting the performance of a Party continues for more than 60 days, the other Party may terminate this Agreement upon notice to such affected Party.

8.15 Advertising and Public Announcement. Customer agrees that the Company may: (1) use Customer's name in any form of publicity; (2) release to the public any information relating to the Services to be performed hereunder; and (3) otherwise disclose or advertise that the Customer has entered into the Agreement.

8.16 Subcontracting. Company may also, without notice, utilize subcontractors and agents to perform aspects of the Services (such as cloud hosting), provided, however, that Company shall remain primarily responsible for compliance with its obligations under this Agreement.

8.17 ERISA Disclaimer. The Parties acknowledge and agree that the Company will provide services to Customer under the Agreement. In providing such service, the Parties agree that the Company will not exercise any discretionary authority over the management or disposition of assets of any welfare benefit plan (as such term is defined in the Employee Retirement Income Security Act of 1974 ("ERISA"). The Company's duties will be limited to providing certain contractually agreed upon services as herein set forth. Therefore, the Parties agree that the Company is not a fiduciary (as such term is defined by ERISA Section 3(21)) regarding Customer's Health Benefits or any Health and Welfare Benefit Plan. The Company will provide services by using its employees who are unfamiliar with and have no responsibility to determine or verify the coverage requirements of any specific benefit plan. In the event that knowledge of the Company shall be a prerequisite to imposing a duty upon or to determine the liability of the Company under the Agreement or under any statute regulating the conduct of the Company, the Company will not be deemed to have participated in any act or omission of any fiduciary (as such term is defined under ERISA) with regard to the coverage requirements of any welfare benefit plan as a result of performing its contractually agreed upon duties hereunder.

8.18 Privacy.

(a) Company is a "service provider", "processor", or equivalent term under data privacy laws applicable to Company's activities under this Agreement (collectively, together with any regulations promulgated pursuant to such laws, "Data Privacy Laws"), and Customer is a "controller", "business" or equivalent term under applicable Data Privacy Laws. The parties agree and acknowledge that certain individuals may have personal data rights pursuant to Data Privacy Laws with respect to their "personal information," "personal data," or equivalent term as defined in Data Privacy Laws ("Personal Information"). Company will retain, use, and disclose Personal Information subject to Data Privacy Laws only for the business purposes and business relationship authorized in the Agreement or otherwise permitted by such Data Privacy Laws, will not sell Personal Information (as such term is defined in applicable Data Privacy Laws), and will treat such Personal Information as Confidential Information under this Agreement. The Company's PIMS Privacy Policy is incorporated herein by reference and can be found on the Company's website. The PIMS Privacy Policy may be amended from time to time without notice to the Customer.

(b) Referral Network. Customer acknowledges and agrees that the counselors, affiliates, coaches, coordinators, clinics, health care providers, and any other entities to whom Company may refer Customer's employees for health counseling or similar services (collectively, the "Referral Network") are separate, independent "controllers", "businesses", or an equivalent term under Data Privacy Laws, and such Referral Network members are not Company's subcontractors or service providers. Customer further acknowledges that Company has no control over, or responsibility for, the data collection or use practices of any Referral Network member, and the use of Personal Information by Referral Network members is subject to each such member's own privacy practices and disclosures. The Company's Referral Network is a sub-processor of the Company for purposes of the referral, invoice, and payment process. The Customer may obtain additional information about the Company's Affiliate Network by contacting the Company.

(c) With regard to protected health information ("PHI") and other Personal Information, each party shall comply, to the extent applicable, with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH") and any all-applicable Data Privacy Laws. Customer hereby agrees that (i) the Company is authorized to process and transfer data between its offices constituting the Company's group of companies, and between any sub-contractor(s), partners and affiliates, and other members of the Referral Network, engaged by the Company to perform part or all of the Services thereby allowing global access to the data on a 'need-to-know' basis in order to perform Services under this Agreement in the countries and territories specified by Customer; and (ii) the Company may disclose protected health information of data subjects (as defined in HIPAA) in the aggregate reports or in de-identified form, without the written consent of data subject, in connection with Company's business operations, as permitted by law.

(d) The Customer shall not share Customer PHI or Personal Information with the Company. "Personal Information" shall mean a first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "Personal information" does not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

8.19 Anti-Corruption Compliance. Reserved.

8.20 Trade Sanctions and Export Control. Reserved.

8.21 Record Storage and Delivery. Upon termination of the Agreement and to the extent that such records exist, the Company shall compile, collect, and deliver to Customer all Customer records subject to the Agreement as soon as is practicable after such termination. Customer agrees to accept delivery upon receipt of such Customer records and pay the Company all reasonable and customary storage, shipping and handling fees and expenses upon receipt of such record delivery and invoicing. Customer understands that any federal and/or state law, rule, regulation, or policy requiring the safekeeping of records for a prescribed time period, after termination of the Agreement, is the sole responsibility of Customer and not an obligation of the Company.

[Remainder of page intentionally left blank]

SIGNATURE PAGE

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

TRIAD RESOURCE GROUP, LLC

November 30, 2023

Date

Bryan Levy

Bryan Levy
Regional Vice President - West

Date

Signature of Client Representative

Title of Client Representative

**EXHIBIT A
Statement of Work/Fee Schedule**

The specific services below may be deleted, modified, or redefined by AllOne Health with notice to the Customer.

Effective Date: 1/1/2024

Employee Count: 222

Group(s) covered: Full-time and part-time employees and household family members

EMPLOYEE ASSISTANCE and WORK-LIFE SERVICES

✓	24/7 Toll-free telephonic and online access to EAP services	INCLUDED
✓	Call translation services available in over 140 languages	
✓	24-hour access to In the Moment Support for immediate or emergent mental health needs	
✓	Referral to staff or affiliate network for short-term counseling	
✓	Up to 6 virtual or face-to-face short-term, counseling sessions per unique incident per year with master's degree EAP counselor	
✓	Work/Life consultation, customized to the member's individual need and request	
✓	Up to 6 virtual life coaching sessions per year with a certified coach	
✓	Personalized search and referrals to work-life resources for childcare, adoption, education, pet care, elder/adult care, relocation assistance, and more	
✓	Legal consultation, referrals, and information for a wide range of personal matters, including estate planning, real estate, bankruptcy, divorce, custody	
✓	Financial issues receive a 30-minute consultation with a Certified Financial Professional. Depending on the type of issue, additional consultation may be provided	
✓	Identity theft consultation services provided by a Fraud Resolution Specialist. One virtual session (up to 60 minutes) per issue/per year.	
✓	Comprehensive web-based Work/Life resources	
✓	Interactive web-based Work/Life seminars	
✓	Specialized web-based corporate discounts, reference guides & referral sourcing	
✓	Medical Advocacy	
✓	Web-site portal and mobile app	
✓	Personal Assistant	

PROGRAM IMPLEMENTATION AND PROMOTION

✓	Virtual supervisor and employee program orientation and training	INCLUDED
✓	Lifestyle blog	
✓	Monthly employee E-Newsletters	
✓	Monthly manager articles	
✓	Periodic EAP related articles	

✓	Standard electronic promotional materials (<i>customized, printed materials and mailing options available for an additional fee</i>)	
✓	Webinar based program orientation (digital manuals included) for employees, managers, supervisors, and human resources	

MANAGEMENT ASSISTANCE

✓	Dedicated account manager	INCLUDED
✓	Management consultations for human resources, managers, and supervisors	
✓	Formal management referral, assessment, and counseling	
✓	Post workplace trauma/crisis consultation	
✓	Secure and confidential data management system	
✓	Coordination of care with healthcare insurance provider	
✓	Manager Tool Kit	
✓	Consultation on policies and procedures related to the access and use of the EAP	
✓	Fitness for Duty consultation and coordination	

FEE FOR SERVICE OPTIONAL SERVICES

	Fitness for Duty evaluation - fee for service	from \$2,250
	Substance Abuse Professional (SAP) Services including assessment, referral, follow-up, record-keeping and reporting	from \$950
	Substance Use evaluation	From \$350/hr
	On-site/virtual workplace trauma/crisis response. Two, 4-hour case included per year. (<i>travel fees may apply</i>)	\$225/hr
	On-site/virtual trainings. 2, 60-minute sessions available per benefit year. (<i>travel fees may apply</i>)	\$275/hr
	Conflict Resolution for two or three employees (<i>travel fees may apply</i>)	\$175/hr
	On-site benefit fair attendance. 2-hours included per benefit year. (<i>travel fees may apply</i>)	\$125/hr
	Additional counseling sessions approved by management (maximum of 6 sessions per person)	\$105/session
	Organizational Development Services	Varies by project

PERFORMANCE TRACKING

✓	Case management for job performance referrals	INCLUDED
✓	Online employee satisfaction surveys	
✓	Program review and planning	

PRICING SUMMARY

	First Year – Price Per Employee, Per Month (PEPM)	\$4.10
	Estimated Annual Price – First Year	\$11,267

Important Copyright Protection Notice:

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Signature: Bryan Levy

Bryan Levy (Nov 30, 2023 08:58 PST)

Email: bryan.levy@allonehealth.com

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: One Valley Resiliency Roadmap Endorsement; Resolut

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Resolution endorsing the One Valley Resiliency Roadmap

Fiscal Impact:

Submitted by: Cathie Pagano

Submitter's Email Address: cpagano@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 11/27/23

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 11/27/2023

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 11/28/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 30

Agenda Date: 12/5/2023



Cathie Pagano, Assistant County Manager
Gunnison County Community & Economic Development Department

Phone: (970) 641-0360
Email: planning@gunnisoncounty.org
Website: www.GunnisonCounty.org

From: Cathie Pagano, Assistant County Manager for Community and Economic Development
To: Board of County Commissioners
Date: November 13, 2022
Re: One Valley Resiliency Roadmap

In 2021, Gunnison County was one of sixteen rural regions to receive [Resiliency Roadmap](#) grant funding from the State of Colorado Department of Local Affairs (DOLA). The One Valley Resilience Roadmap (OVRR) brings together the communities of the Gunnison Valley to address the shared regional challenges that no one jurisdiction can address on their own. These challenges include: housing affordability; land use, transportation and infrastructure planning; elevating civic capacity; taking action on climate change; advancing equity and inclusion; and maintaining and strengthening our sense of community as the valley continues to change.

The [One Valley Resilience Roadmap](#) (OVRR) provides shared goals and strategies to help regional partners work together to address the shared regional challenges. The jurisdictions of Gunnison County, City of Gunnison, Town of Crested Butte, and the Town of Mount Crested Butte, as well as many other Gunnison Valley organizations and community stakeholders, participated in the formation of this plan between early 2022 and autumn of 2023.

The [One Valley Resiliency Roadmap](#) has been completed and staff from each jurisdiction is seeking endorsement from their respective elected officials. Each jurisdiction has scheduled consideration of endorsement in November and December:

- City of Gunnison, November 28, 2023
- Mt. Crested Butte, December 5, 2023
- Gunnison County, December 5, 2023
- Crested Butte, December 18, 2023

The same proposed resolution for endorsement is being considered by each jurisdiction. The endorsement does not obligate any jurisdiction to specific actions, tasks, or funding but provides a high-level overview of how we have agreed to tackle challenging issues in our community. The Roadmap identifies actions and next steps to addressing these challenges and staff will be

bringing of those action forward for Board consideration in the coming months (i.e. development of a corridor plan).

The Board of County Commissioners, Planning Commission, and County staff participated heavily in the process and the County initiated the grant application in 2021. Staff recommends endorsement of the Roadmap. Please feel free to contact me with any questions or concerns. Thank you.

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO**

**RESOLUTION NO. 2023-____
A RESOLUTION ENDORSING THE GOALS OF
THE ONE VALLEY RESILIENCY ROADMAP**

WHEREAS, the COVID-19 pandemic caused substantial disruption, requiring Colorado communities to partner across jurisdictional boundaries in order to effectively respond to change and elevate community assets to solve shared problems; and

WHEREAS, the “Colorado COVID-19 Regional Resiliency and Recovery Roadmaps Program” (henceforth “Roadmaps Program”) has been funded by the U.S. Economic Development Administration and administered by the Department of Local Affairs (DOLA) Colorado Resiliency Office in partnership with the Office of Economic Development and International Trade (OEDIT), the Colorado Department of Labor and Employment (CDLE), and Community Builders; and

WHEREAS, the Roadmaps Program provided 16 Regional Community Teams in rural Colorado with the opportunity to work together through a two- year planning and implementation process to support diversifying and strengthening their economies while also building regional resiliency. Gunnison County was one of the 16 rural regions to receive Resiliency Roadmap grant funding from the State of Colorado Department of Local Affairs (DOLA); and

WHEREAS, building on the foundations of the One Valley Prosperity Project (OVPP) completed in 2016, the One Valley Resiliency Roadmap (OVR) builds on the momentum and approach of the OVPP, which brought the Gunnison Valley together to create a strategic roadmap to collaboratively address shared regional challenges; and

WHEREAS, OVR brought together the communities of the Gunnison Valley to address the shared regional challenges that no one jurisdiction can address on their own. These include: housing affordability; land use, transportation and infrastructure planning; elevating civic capacity; taking action on climate change; advancing equity and inclusion; and maintaining and strengthening our sense of community as the valley continues to change; and

WHEREAS, OVR provides shared goals to help regional partners work together to address the shared regional challenges. The jurisdictions of Gunnison County, City of Gunnison, Town of Crested Butte, and the Town of Mt. Crested Butte, as well as many other Gunnison Valley organizations, participated in the formation of the plan between early 2022 and autumn of 2023; and

WHEREAS, the OVR engaged over 60 stakeholders and subject matter experts over a 12-month period to provide direction, develop goals and suggested strategies, priorities, and guide the work; and

WHEREAS, it is intended that the elected leaders of each of the four participating jurisdictions will consider acknowledging the recommendations contained in the plan and will, at the discretion of each jurisdiction, utilize it to guide future decisions in planning processes, policy development, and implementation.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Gunnison County, Colorado that the Board recognizes the collaborative multi- jurisdictional effort of the OVR, addressing the connectedness of our communities and future to work together in a coordinated way that advances strategies to realize our shared intentions. endorses the

collaborative vision and goals of the OVRP and will, at its discretion, utilize the document as a guide to inform the County-specific implementation strategies and future decisions in strategic planning processes and policy development.

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

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO**

By: _____
Jonathan Houck, Chairperson

By: _____
Laura Puckett Daniels, Commissioner

By: _____
Elizabeth Smith, Commissioner

Attest: _____
Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing; Proposed 2024 Gunnison County Budg

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Public Hearing of Draft Budget #3

Fiscal Impact:

Submitted by: Perry W Solheim

Submitter's Email Address: psolheim@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: 12/1/2023

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 60

Agenda Date: 12/5/2023



MEMORANDUM

DATE: December 5, 2023

TO: Members of the Gunnison County Board of County Commissioners

FROM: Perry W. Solheim, PhD, Chief Financial Officer

SUBJECT: 2024 Draft Budget #3

The 2024 Draft Budget #3 important observations:

Appropriations:

- Personnel expenditures include cost of living adjustment to all employees of 5.5%.
- Health insurance benefit costs are expected to decrease be level compared to 2023. This 3rd draft budget holds the county share of premiums and employee share of premiums constant.
- Capital expenditures are separately detailed for the entire County with only Facilities related expenditures summarized in the CIP column.
- Sales tax revenues are expected to increase 8.5% over 2023 actuals.
- The Housing Authority Fund includes operating results from all county housing projects except the Mtn View project. This fund will report all housing operations and capital expenditures within a single proprietary fund. Some fund balances are being reduced in efforts to reduce formerly deferred maintenance and capital projects.

Revenues:

- Sales taxes are meeting expectations in the 2023 Budget. Inflation and strong economic activity, coupled with improving sales tax collections combine to warrant continued increase in sales tax estimates. Sales tax collections are beginning to show leveling growth
- Property taxes are to be levied at a roughly 5.5% increase in revenue. (bound by the Colorado statutory limit and increased slightly due to new construction).
- Severance tax revenue for 2023 stayed comparable to 2022. Estimating severance taxes remains a challenge. 2024 revenues based upon 2023 production/price levels adjusted conservatively because of 2021 anomalous paltry direct disbursements.
- Coal mining lease revenue has also returned to pre-2021 levels.
- Building permit revenues increased significantly for 2022 due to record building activity and increase in permit fees. 2023 building permit revenues did not meet with expectations for the year. 2024 estimates have been adjusted downward, accordingly.
- Road and Bridge Fund neutral net change is predicated upon severance and HUTF disbursements continuing as expected. Neutral net change is indicative of structural fiscal challenge of maintaining the fund with current funding sources. The operations budget is

well below industry norms and best practices due to funding constraints. Further changes to operations and fund allocations have further helped address the fiscal challenges of this fund.



2024 Budget FINAL Draft-#3



January 1 - December 31 2024

GUNNISON COUNTY, COLORADO

2024 DRAFT BUDGET JANUARY 1 - DECEMBER 31

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well below industry norms and best practices due to funding constraints. Further changes to operations and fund allocations have further helped address the fiscal challenges of this fund.



SUMMARY - ALL FUNDS

Summary of Fund Resources

	2022 Actual	Revised 2023 Budget	2023 Projected	DRAFT #3 2024 Budget
<u>REVENUES</u>				
Taxes	\$ 26,470,322	\$ 26,712,900	\$ 26,383,996	\$ 28,297,616
Licenses & Permits	1,666,541	1,734,795	1,249,301	1,272,395
Intergovernmental & Grants	31,558,332	25,798,030	19,244,691	27,490,174
Charges for Services	6,769,460	4,602,071	4,810,124	5,882,128
Contributions	414,834	341,143	343,345	240,951
Fines & Forfeitures	236,517	144,275	194,907	165,975
Investment Income	(1,325,726)	(400,725)	966,224	551,275
Interfund Transfers & Other	13,195,896	16,395,306	11,048,164	26,813,704
Total Revenues	\$ 78,986,175	\$ 75,327,794	\$ 64,240,751	\$ 90,714,218
<u>EXPENDITURES</u>				
Personnel	\$ 17,442,316	\$ 21,336,713	\$ 19,888,526	\$ 23,390,546
Operations	36,388,119	42,978,203	37,296,844	44,427,070
Capital	22,342,364	19,092,797	15,377,660	24,294,679
Total Expenditures	\$ 76,172,799	\$ 83,407,713	\$ 72,563,029	\$ 92,112,295
Excess Revenues/(Expenditures)	\$ 2,813,376	\$ (8,079,919)	\$ (8,322,277)	\$ (1,398,077)

Note: does not include GVH (Hospital)

DRAFT #3

GUNNISON COUNTY
SUMMARY - 2023 BUDGET BY TYPE OF FUND
GOVERNMENTAL FUNDS

DRAFT # 3 - Summary of Fund Sources and Uses

	<u>General</u>	<u>Special Revenue Funds (Restricted Revenues)</u>											
	General	Road & Bridge	Health & Human Svcs	Sales Tax	Capital Expenditure	Public Health	Conservation Trust	Mosquito Control	Land Preservation	Sage Grouse	Risk Management	Housing Authority	Local Marketing Dist
<u>REVENUES</u>													
Taxes	\$ 13,168,746	\$ 300,000	\$ 440,870	\$ 4,230,000	\$ -	\$ -	\$ -	\$ 76,000	\$ 650,000	\$ -	\$ -	\$ -	\$ 3,400,000
Licenses & Permits	1,246,395	26,000	-	-	-	-	-	-	-	-	-	-	-
Intergovernmental & Grants	5,031,413	5,833,970	5,408,167	-	542,941	1,845,672	60,000	18,000	-	-	-	3,837,000	-
Charges for Services	1,075,068	13,000	1,000	-	-	108,000	-	-	-	76,710	-	302,400	-
Contributions	157,629	-	1,000	-	-	82,322	-	-	-	-	-	-	-
Fines & Forfeitures	137,000	-	-	7,000	-	-	-	-	-	-	-	-	-
Investment Income	400,000	10,000	8,000	-	-	-	-	1,000	1,500	-	-	700	-
Interfund Transfers & Other	3,587,691	755,550	3,100	-	542,941	35,000	-	22,100	-	-	100,000	10,425,690	-
Total Revenues	\$ 24,803,942	\$ 6,938,520	\$ 5,862,137	\$ 4,237,000	\$ 1,085,882	\$ 2,070,994	\$ 60,000	\$ 117,100	\$ 651,500	\$ 76,710	\$ 100,000	\$ 14,565,790	\$ 3,400,000
<u>EXPENDITURES</u>													
Personnel	\$ 13,820,896	\$ 2,497,692	\$ 2,115,586	\$ -	\$ -	\$ 1,397,379	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations	8,452,228	3,804,805	4,014,012	4,526,182	-	871,853	60,000	110,347	1,508,758	75,873	100,600	59,304	4,113,721
Capital	1,507,192	675,000	-	-	1,085,882	-	-	-	-	-	-	14,345,000	-
Total Expenditures	\$ 23,780,315	\$ 6,977,497	\$ 6,129,598	\$ 4,526,182	\$ 1,085,882	\$ 2,269,232	\$ 60,000	\$ 110,347	\$ 1,508,758	\$ 75,873	\$ 100,600	\$ 14,404,304	\$ 4,113,721
Excess Revenues/ (Expenditures)	\$ 1,023,627	\$ (38,977)	\$ (267,461)	\$ (289,182)	\$ -	\$ (198,239)	\$ -	\$ 6,753	\$ (857,258)	\$ 837	\$ (600)	\$ 161,486	\$ (713,721)

DRAFT #3

GUNNISON COUNTY
SUMMARY - 2023 BUDGET BY TYPE OF FUND
PROPRIETARY & OTHER FUNDS
DRAFT # 3 - Summary of Fund Sources and Uses

	Business-Type Funds					Internal Service Funds			Debt	Fiduciary	Affiliated Unit
	Airport	Sewer	Water	Solid Waste	Mt View	ISF I Fleet	ISF II Technology	ISF III Self Insurance	Debt Service	Public Trust	RTA
REVENUES											
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,032,000
Licenses & Permits	-	-	-	-	-	-	-	-	-	-	-
Intergovernmental & Grants	4,125,000	-	245,500	45,000	138,000	-	-	-	-	-	359,512
Charges for Services	1,069,200	1,192,000	451,000	1,530,000	-	750	-	-	-	63,000	-
Contributions	-	-	-	-	-	-	-	-	-	-	-
Fines & Forfeitures	-	2,775	-	500	-	-	-	-	-	-	18,700
Investment Income	10,000	75	-	40,000	-	20,000	-	-	-	-	60,000
Interfund Transfers & Other	1,156,588	500,500	62,000	121,500	94,400	3,623,500	685,530	2,579,000	2,388,774	32,840	97,000
Total Revenues	\$ 6,360,788	\$ 1,695,350	\$ 758,500	\$ 1,737,000	\$ 232,400	\$ 3,644,250	\$ 685,530	\$ 2,579,000	\$ 2,388,774	\$ 95,840	\$ 6,567,212
EXPENDITURES											
Personnel	\$ 1,108,386	\$ 93,328	\$ 135,474	\$ 691,861	\$ 8,848	\$ 806,494	\$ 651,302	\$ -	\$ -	\$ 63,300	\$ -
Operations	983,902	1,038,482	238,158	889,751	204,332	1,751,021	624,264	2,551,111	2,388,774	40,110	6,019,482
Capital	3,998,000	91,000	346,000	250,000	-	1,751,605	-	-	-	-	245,000
Total Expenditures	\$ 6,090,288	\$ 1,222,810	\$ 719,632	\$ 1,831,612	\$ 213,180	\$ 4,309,120	\$ 1,275,566	\$ 2,551,111	\$ 2,388,774	\$ 103,410	\$ 6,264,482
Excess Revenues/ (Expenditures)	\$ 270,499	\$ 472,540	\$ 38,868	\$ (94,612)	\$ 19,220	\$ (664,870)	\$ (590,036)	\$ 27,889	\$ -	\$ (7,570)	\$ 302,730

Note: does not include GVH (Hospital)

DRAFT #3



GENERAL FUND
Summary of Fund Resources

	2022 Actual	Revised 2023 Budget	2023 Projected	DRAFT #3 2024 Budget
<u>REVENUES</u>				
Taxes	\$ 11,122,785	\$ 12,253,000	\$ 12,277,191	\$ 13,168,746
Licenses & Permits	1,625,566	1,713,795	1,220,651	1,246,395
Intergovernmental & Grants	3,103,571	5,109,231	2,651,556	5,031,413
Charges for Services	914,172	1,035,033	685,482	1,075,068
Contributions	319,665	293,443	287,787	157,629
Fines & Forfeitures	177,898	122,000	137,732	137,000
Investment Income	(417,178)	(400,000)	494,547	400,000
Interfund Transfers & Other	2,984,341	3,631,739	2,110,326	3,587,691
Total Revenues	\$ 19,830,819	\$ 23,758,240	\$ 19,865,273	\$ 24,803,942
<u>EXPENDITURES</u>				
Personnel	\$ 9,547,480	\$ 11,705,931	\$ 11,324,652	\$ 13,820,896
Operations/Transfers Out	5,683,715	8,676,211	7,281,414	8,452,228
Capital	189,729	1,820,955	168,250	1,507,192
Total Expenditures	\$ 15,420,924	\$ 22,203,097	\$ 18,774,316	\$ 23,780,315
Excess Revenues/(Expenditures)	\$ 4,409,894	\$ 1,555,143	\$ 1,090,957	\$ 1,023,627

DRAFT #3

**GUNNISON COUNTY
SUMMARY - 2023 BUDGET BY DEPARTMENT
GENERAL FUND
DRAFT # 3 - Summary of Fund Sources and Uses**

	Administration	Assessor	Clerk & Recorder	Commissioners Office	Community Development	Coroners Office	County Attorney	Emergency Management	Extension	Facilities & Grounds	GIS	Historic Preservation	Health & Human Services	Juvenile Services	Public Works Trails	Sheriffs Office	Treasurers Office	Veterans	Weather Modification	Property Tax & Other	General Fund Total
REVENUES																					
Taxes																				\$ 13,168,746	\$ 13,168,746
Licenses, Permits			5,000		739,400			675							1,320					500,000	1,246,395
Intergovernmental & Grants					530,000	5,000		224,208							562,318	216,908		30,000		1,000,000	5,031,413
Charges for services		6,000	783,100		75,100					61,828			840,663	1,622,316	3,500	54,000				80,000	1,075,068
Contributions													37,781	102,348				17,500			157,629
Fines & Forfeitures			22,000													115,000					137,000
Interfund Transfers & Other		250	18,000		73,873		92,740			239,800			16,000		867,192	6,500	1,307,000			566,336	3,987,691
Total Revenues	\$ -	\$ 6,250	\$ 828,100	\$ -	\$ 1,418,373	\$ 5,000	\$ 92,740	\$ 224,883	\$ -	\$ 301,628	\$ -	\$ -	\$ 904,484	\$ 1,726,164	\$ 1,434,330	\$ 392,408	\$ 1,307,000	\$ 47,500	\$ -	\$ 15,315,082	\$ 24,803,942
EXPENDITURES																					
Personnel	\$ 2,006,872	\$ 1,234,099	\$ 787,459	\$ 339,492	\$ 1,146,305	\$ 253,744	\$ 754,001	\$ 208,523	\$ 101,675	\$ 658,317	\$ 43,909		\$ 704,280	\$ 933,569	\$ 411,789	\$ 3,912,583	\$ 324,279				\$ 13,820,896
Operations	428,925	198,179	276,500	855,730	880,514	96,489	200,660	512,147	172,669	566,646	21,178		247,197	725,510	273,601	1,516,274	94,510	53,500	10,000	1,319,448	8,452,227.7
Capital Outlay	10,000	-	-	-	-	-	-	-	-	110,000	-	2,550	-	100,000	1,297,192	-	-	-	-	-	1,507,192.0
Total Expenditures	\$ 2,445,797	\$ 1,432,278	\$ 1,063,959	\$ 1,195,222	\$ 2,026,819	\$ 350,233	\$ 954,661	\$ 720,670	\$ 274,344	\$ 1,334,963	\$ 65,087	\$ 2,550	\$ 951,477	\$ 1,759,079	\$ 1,982,582	\$ 5,428,857	\$ 418,789	\$ 53,500	\$ 10,000	\$ 1,319,448	\$ 23,780,315
Excess Revenues/ (Expenditures)	\$ (2,445,797)	\$ (1,426,028)	\$ (235,859)	\$ (1,195,222)	\$ (608,446)	\$ (345,233)	\$ (861,921)	\$ (495,787)	\$ (274,344)	\$ (1,033,335)	\$ (65,087)	\$ (2,550)	\$ (46,993)	\$ (32,915)	\$ (548,252)	\$ (5,036,449)	\$ 888,211	\$ (6,000)	\$ (10,000)	\$ 13,995,634	\$ 1,023,627

DRAFT #3



ROAD & BRIDGE FUND

Summary of Fund Resources

	2022 Actual	Revised 2023 Budget	2023 Projected	DRAFT #3 2024 Budget
<u>REVENUES</u>				
Taxes	\$ 266,299	\$ 270,000	\$ 256,948	\$ 300,000
Licenses & Permits	40,975	21,000	28,650	26,000
Intergovernmental & Grants	5,381,735	7,379,000	5,691,767	5,833,970
Charges for Services	19,444	11,250	15,410	13,000
Contributions	-	-	-	-
Fines & Forfeitures	-	-	-	-
Investment Income	(88,678)	(10,000)	55,043	10,000
Interfund Transfers & Other	120,740	485,550	33,152	755,550
Total Revenues	\$ 5,740,515	\$ 8,156,800	\$ 6,080,970	\$ 6,938,520
<u>EXPENDITURES</u>				
Personnel	\$ 2,095,712	\$ 2,604,367	\$ 2,301,254	\$ 2,497,692
Operations	3,156,807	4,009,587	3,440,529	3,804,805
Capital	-	1,160,000	40,227	675,000
Total Expenditures	\$ 5,252,519	\$ 7,773,954	\$ 5,782,009	\$ 6,977,497
Excess Revenues/(Expenditures)	\$ 487,996	\$ 382,846	\$ 298,960	\$ (38,977)

DRAFT #3



HEALTH & HUMAN SERVICES FUND

Summary of Fund Resources

	2022 Actual	Revised 2023 Budget	2023 Projected	DRAFT #3 2024 Budget
<u>REVENUES</u>				
Taxes	\$ 367,277	\$ 409,100	\$ 409,100	\$ 440,870
Licenses & Permits	-	-	-	-
Intergovernmental & Grants	5,782,281	4,627,620	6,018,354	5,408,167
Charges for Services	771	1,000	384	1,000
Contributions	300	1,000	1,000	1,000
Fines & Forfeitures	-	-	-	-
Investment Income	(12,465)	8,000	10,273	8,000
Interfund Transfers & Other	5,745	2,000	1,849	3,100
Total Revenues	\$ 6,143,909	\$ 5,048,720	\$ 6,440,960	\$ 5,862,137
<u>EXPENDITURES</u>				
Personnel	\$ 1,528,044	\$ 2,004,185	\$ 1,757,838	\$ 2,115,586
Operations	4,594,203	3,415,179	4,499,470	4,014,012
Capital	5,238	-	-	-
Total Expenditures	\$ 6,127,485	\$ 5,419,364	\$ 6,257,308	\$ 6,129,598
Excess Revenues/(Expenditures)	\$ 16,424	\$ (370,644)	\$ 183,652	\$ (267,461)

DRAFT #3



SALES TAX FUND

Summary of Fund Resources

	2022 Actual	Revised 2023 Budget	2023 Projected	DRAFT #3 2024 Budget
<u>REVENUES</u>				
Taxes	\$ 4,198,004	\$ 3,963,000	\$ 3,926,130	\$ 4,230,000
Licenses & Permits	-	-	-	-
Intergovernmental & Grants	-	-	-	-
Charges for Services	-	-	-	-
Contributions	-	-	-	-
Fines & Forfeitures	20,627	7,000	19,586	7,000
Investment Income	(119,771)	-	78,959	-
Interfund Transfers & Other	-	-	-	-
Total Revenues	\$ 4,098,860	\$ 3,970,000	\$ 4,024,675	\$ 4,237,000
<u>EXPENDITURES</u>				
Personnel	-	-	-	-
Operations/Transfers Out	2,633,403	4,451,885	491,044	4,526,182
Capital	670,398	-	-	-
Total Expenditures	\$ 3,303,801	\$ 4,451,885	\$ 491,044	\$ 4,526,182
Excess Revenues/(Expenditures)	\$ 795,059	\$ (481,885)	\$ 3,533,631	\$ (289,182)

DRAFT #3



CAPITAL EXPENDITURE FUND

Summary of Fund Resources

	2022 Actual	Revised 2023 Budget	2023 Projected	DRAFT #3 2024 Budget
<u>REVENUES</u>				
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-	-
Intergovernmental & Grants	1,548,980	81,870	150,000	542,941
Charges for Services	-	-	-	-
Contributions	-	-	-	-
Fines & Forfeitures	-	-	-	-
Investment Income	(39,724)	-	-	-
Interfund Transfers & Other	-	-	-	542,941
Total Revenues	\$ 1,509,256	\$ 81,870	\$ 150,000	\$ 1,085,882
<u>EXPENDITURES</u>				
Personnel	\$ -	\$ -	\$ -	\$ -
Operations	242,657	81,870	-	-
Capital	4,760,626	-	300,000	1,085,882
Total Expenditures	\$ 5,003,283	\$ 81,870	\$ 300,000	\$ 1,085,882
Excess Revenues/(Expenditures)	\$ (3,494,027)	\$ -	\$ (150,000)	\$ -

DRAFT #3



PUBLIC HEALTH FUND

Summary of Fund Resources

	2022 Actual	Revised 2023 Budget	2023 Projected	DRAFT #3 2024 Budget
<u>REVENUES</u>				
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-	-
Intergovernmental & Grants	2,121,413	2,590,065	2,044,587	1,845,672
Charges for Services	131,678	105,000	110,293	108,000
Contributions	94,869	46,700	54,558	82,322
Fines & Forfeitures	-	-	-	-
Investment Income	(4,001)	-	3,124	-
Interfund Transfers & Other	80,628	35,000	139,131	35,000
Total Revenues	\$ 2,424,587	\$ 2,776,765	\$ 2,351,693	\$ 2,070,994
<u>EXPENDITURES</u>				
Personnel	\$ 1,483,956	\$ 1,807,367	\$ 1,455,783	\$ 1,397,379
Operations	933,634	920,355	727,358	871,853
Capital	6,997	-	-	-
Total Expenditures	\$ 2,424,587	\$ 2,727,722	\$ 2,183,142	\$ 2,269,232
Excess Revenues/(Expenditures)	\$ -	\$ 49,043	\$ 168,551	\$ (198,239)

DRAFT #3



CONSERVATION TRUST FUND

Summary of Fund Resources

	2022 Actual	Revised 2023 Budget	2023 Projected	DRAFT #3 2024 Budget
<u>REVENUES</u>				
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-	-
Intergovernmental & Grants	74,475	60,000	59,854	60,000
Charges for Services	-	-	-	-
Contributions	-	-	-	-
Fines & Forfeitures	-	-	-	-
Investment Income	(3,530)	-	3,543	-
Interfund Transfers & Other	-	-	-	-
Total Revenues	\$ 70,945	\$ 60,000	\$ 63,398	\$ 60,000
<u>EXPENDITURES</u>				
Personnel	\$ -	\$ -	\$ -	\$ -
Operations	8,749	60,000	599	60,000
Capital	-	-	-	-
Total Expenditures	\$ 8,749	\$ 60,000	\$ 599	\$ 60,000
Excess Revenues/(Expenditures)	\$ 62,196	\$ -	\$ 62,799	\$ -

DRAFT #3



MOSQUITO CONTROL FUND

Summary of Fund Resources

	2022 Actual	Revised 2023 Budget	2023 Projected	DRAFT #3 2024 Budget
<u>REVENUES</u>				
Taxes	\$ 69,873	\$ 76,000	\$ 138,546	\$ 76,000
Licenses & Permits	-	-	-	-
Intergovernmental & Grants	17,560	18,000	36,000	18,000
Charges for Services	-	-	-	-
Contributions	-	-	-	-
Fines & Forfeitures	-	-	-	-
Investment Income	(1,123)	(1,000)	1,348	1,000
Interfund Transfers & Other	17,560	22,100	22,100	22,100
Total Revenues	\$ 103,870	\$ 115,100	\$ 197,994	\$ 117,100
<u>EXPENDITURES</u>				
Personnel	\$ -	\$ -	\$ -	\$ -
Operations	105,560	110,100	144,548	110,347
Capital	-	-	-	-
Total Expenditures	\$ 105,560	\$ 110,100	\$ 144,548	\$ 110,347
Excess Revenues/(Expenditures)	\$ (1,690)	\$ 5,000	\$ 53,446	\$ 6,753

DRAFT #3



LAND PRESERVATION FUND

Summary of Fund Resources

	2022 Actual	Revised 2023 Budget	2023 Projected	DRAFT #3 2024 Budget
<u>REVENUES</u>				
Taxes	\$ 754,068	\$ 609,800	\$ 567,080	\$ 650,000
Licenses & Permits	-	-	-	-
Intergovernmental & Grants	-	-	-	-
Charges for Services	-	-	-	-
Contributions	-	-	-	-
Fines & Forfeitures	-	-	-	-
Investment Income	(28,274)	1,500	25,062	1,500
Interfund Transfers & Other	-	-	-	-
Total Revenues	\$ 725,794	\$ 611,300	\$ 592,142	\$ 651,500
<u>EXPENDITURES</u>				
Personnel	-	-	-	-
Operations	390,645	611,300	264,580	1,508,758
Capital	-	-	-	-
Total Expenditures	\$ 390,645	\$ 611,300	\$ 264,580	\$ 1,508,758
Excess Revenues/(Expenditures)	\$ 335,149	\$ -	\$ 327,562	\$ (857,258)

DRAFT #3



SAGE GROUSE FUND

Summary of Fund Resources

	2022 Actual	Revised 2023 Budget	2023 Projected	DRAFT #3 2024 Budget
<u>REVENUES</u>				
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-	-
Intergovernmental & Grants	-	-	-	-
Charges for Services	132,796	76,710	70,514	76,710
Contributions	-	-	-	-
Fines & Forfeitures	-	-	-	-
Investment Income	(4,820)	-	4,683	-
Interfund Transfers & Other	-	-	-	-
Total Revenues	\$ 127,976	\$ 76,710	\$ 75,197	\$ 76,710
<u>EXPENDITURES</u>				
Personnel	\$ -	\$ -	\$ -	\$ -
Operations	68,587	25,873	52,003	75,873
Capital	-	-	-	-
Total Expenditures	\$ 68,587	\$ 25,873	\$ 52,003	\$ 75,873
Excess Revenues/(Expenditures)	\$ 59,389	\$ 50,837	\$ 23,194	\$ 837

DRAFT #3



RISK MANAGEMENT FUND

Summary of Fund Resources

	2022 Actual	Revised 2023 Budget	2023 Projected	DRAFT #3 2024 Budget
<u>REVENUES</u>				
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-	-
Intergovernmental & Grants	-	-	-	-
Charges for Services	-	-	-	-
Contributions	-	-	-	-
Fines & Forfeitures	-	-	-	-
Investment Income	(5,668)	-	1,369	-
Interfund Transfers & Other	1,739	100,000	41,781	100,000
Total Revenues	\$ (3,929)	\$ 100,000	\$ 43,149	\$ 100,000
<u>EXPENDITURES</u>				
Personnel	\$ -	\$ -	\$ -	\$ -
Operations	65,463	100,600	20,262	100,600
Capital	-	-	-	-
Total Expenditures	\$ 65,463	\$ 100,600	\$ 20,262	\$ 100,600
Excess Revenues/(Expenditures)	\$ (69,392)	\$ (600)	\$ 22,888	\$ (600)

DRAFT #3



HOUSING AUTHORITY FUND

Summary of Fund Resources

	2022 Actual	Revised 2023 Budget	2023 Projected	DRAFT #3 2024 Budget
<u>REVENUES</u>				
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-	-
Intergovernmental & Grants	-	3,609,826	100,000	3,837,000
Charges for Services	-	5,000	-	302,400
Contributions	-	-	-	-
Fines & Forfeitures	-	-	-	-
Investment Income	2,564	700	-	700
Interfund Transfers & Other	378,074	1,025,690	119,450	10,425,690
Total Revenues	\$ 380,638	\$ 4,641,216	\$ 219,450	\$ 14,565,790
<u>EXPENDITURES</u>				
Personnel	\$ -	\$ -	\$ -	\$ -
Operations	106,619	690,107	1,867,277	59,304
Capital	-	7,452,170	7,293,895	14,345,000
Total Expenditures	\$ 106,619	\$ 8,142,277	\$ 9,161,172	\$ 14,404,304
Excess Revenues/(Expenditures)	\$ 274,019	\$ (3,501,061)	\$ (8,941,722)	\$ 161,486

DRAFT #3



LOCAL MARKETING DISTRICT FUND

Summary of Fund Resources

	2022 Actual	Revised 2023 Budget	2023 Projected	DRAFT #3 2024 Budget
<u>REVENUES</u>				
Taxes	\$ 3,639,951	\$ 3,100,000	\$ 3,100,000	\$ 3,400,000
Licenses & Permits	-	-	-	-
Intergovernmental & Grants	-	-	-	-
Charges for Services	-	-	-	-
Contributions	-	-	-	-
Fines & Forfeitures	11,283	-	12,000	-
Investment Income	(47,028)	-	-	-
Interfund Transfers & Other	-	-	-	-
Total Revenues	\$ 3,604,206	\$ 3,100,000	\$ 3,112,000	\$ 3,400,000
<u>EXPENDITURES</u>				
Personnel	\$ -	\$ -	\$ -	\$ -
Operations	3,444,601	3,562,770	3,562,770	4,113,721
Capital	-	-	-	-
Total Expenditures	\$ 3,444,601	\$ 3,562,770	\$ 3,562,770	\$ 4,113,721
Excess Revenues/(Expenditures)	\$ 159,605	\$ (462,770)	\$ (450,770)	\$ (713,721)

DRAFT #3



DEBT SERVICE FUND

Summary of Fund Resources

	2022 Actual	Revised 2023 Budget	2023 Projected	DRAFT #3 2024 Budget
<u>REVENUES</u>				
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-	-
Intergovernmental & Grants	-	-	-	-
Charges for Services	-	-	-	-
Contributions	-	-	-	-
Fines & Forfeitures	-	-	-	-
Investment Income	1,406	-	7,664	-
Interfund Transfers & Other	2,000,230	2,388,774	-	2,388,774
Total Revenues	\$ 2,001,636	\$ 2,388,774	\$ 7,664	\$ 2,388,774
<u>EXPENDITURES</u>				
Personnel	\$ -	\$ -	\$ -	\$ -
Operations	2,005,148	2,388,774	1,205,595	2,388,774
Capital	-	-	-	-
Total Expenditures	\$ 2,005,148	\$ 2,388,774	\$ 1,205,595	\$ 2,388,774
Excess Revenues/(Expenditures)	\$ (3,511)	\$ -	\$ (1,197,931)	\$ -

DRAFT #3



AIRPORT OPERATIONS FUND

Summary of Fund Resources

	2022 Actual	Revised 2023 Budget	2023 Projected	DRAFT #3 2024 Budget
<u>REVENUES</u>				
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-	-
Intergovernmental & Grants	10,885,999	665,000	606,954	4,125,000
Charges for Services	908,715	741,673	785,831	1,069,200
Contributions	-	-	-	-
Fines & Forfeitures	60	-	-	-
Investment Income	(155,746)	(25,000)	10,104	10,000
Interfund Transfers & Other	1,028,928	861,233	865,089	1,156,588
Total Revenues	\$ 12,667,956	\$ 2,242,906	\$ 2,267,978	\$ 6,360,788
<u>EXPENDITURES</u>				
Personnel	\$ 871,382	\$ 1,046,908	\$ 1,048,958	\$ 1,108,386
Operations	1,455,477	1,576,718	1,786,065	983,902
Capital	12,272,014	113,500	334,354	3,998,000
Total Expenditures	\$ 14,598,873	\$ 2,737,126	\$ 3,169,377	\$ 6,090,288
Excess Revenues/(Expenditures)	\$ (1,930,918)	\$ (494,220)	\$ (901,399)	\$ 270,499

DRAFT #3



SEWER FUND

Summary of Fund Resources

	2022 Actual	Revised 2023 Budget	2023 Projected	DRAFT #3 2024 Budget
<u>REVENUES</u>				
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-	-
Intergovernmental & Grants	-	40,000	-	-
Charges for Services	1,094,386	1,087,805	1,138,453	1,192,000
Contributions	-	-	-	-
Fines & Forfeitures	5,127	2,775	6,413	2,775
Investment Income	(39,676)	75	28,000	75
Interfund Transfers & Other	98	500,500	12	500,500
Total Revenues	\$ 1,059,935	\$ 1,631,155	\$ 1,172,877	\$ 1,695,350
<u>EXPENDITURES</u>				
Personnel	\$ 44,321	\$ 76,383	\$ 38,015	\$ 93,328
Operations	1,272,644	873,058	1,079,325	1,038,482
Capital	-	140,000	8,500	91,000
Total Expenditures	\$ 1,316,965	\$ 949,441	\$ 1,117,339	\$ 1,131,810
Excess Revenues/(Expenditures)	\$ (257,030)	\$ 681,714	\$ 55,538	\$ 563,540

DRAFT #3



WATER FUND
Summary of Fund Resources

	2022 Actual	Revised 2023 Budget	2023 Projected	DRAFT #3 2024 Budget
<u>REVENUES</u>				
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-	-
Intergovernmental & Grants	3,715	-	-	245,500
Charges for Services	391,626	430,600	382,884	451,000
Contributions	-	-	-	-
Fines & Forfeitures	-	-	-	-
Investment Income	(23,092)	-	18,654	-
Interfund Transfers & Other	55,021	33,950	39,235	62,000
Total Revenues	\$ 427,269	\$ 464,550	\$ 440,773	\$ 758,500
<u>EXPENDITURES</u>				
Personnel	\$ 131,631	\$ 120,198	\$ 153,490	\$ 135,474
Operations	200,203	183,144	173,529	238,158
Capital	18,242	125,000	-	346,000
Total Expenditures	\$ 350,076	\$ 428,342	\$ 327,019	\$ 719,632
Excess Revenues/(Expenditures)	\$ 77,193	\$ 36,208	\$ 113,754	\$ 38,868

DRAFT #3



SOLID WASTE FUND

Summary of Fund Resources

	2022 Actual	Revised 2023 Budget	2023 Projected	DRAFT #3 2024 Budget
<u>REVENUES</u>				
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-	-
Intergovernmental & Grants	33,721	-	45,000	45,000
Charges for Services	2,425,662	1,041,500	1,555,301	1,530,000
Contributions	-	-	-	-
Fines & Forfeitures	1,090	500	1,076	500
Investment Income	(53,209)	-	53,156	40,000
Interfund Transfers & Other	373,384	121,500	182,569	121,500
Total Revenues	\$ 2,780,648	\$ 1,163,500	\$ 1,837,101	\$ 1,737,000
<u>EXPENDITURES</u>				
Personnel	\$ 655,561	\$ 640,361	\$ 582,646	\$ 691,861
Operations	927,005	508,328	904,658	889,751
Capital	394,438	660,000	659,000	250,000
Total Expenditures	\$ 1,977,005	\$ 1,808,689	\$ 2,146,304	\$ 1,831,612
Excess Revenues/(Expenditures)	\$ 803,643	\$ (645,189)	\$ (309,203)	\$ (94,612)

DRAFT #3



MOUNTAIN VIEW FUND

Summary of Fund Resources

	2022 Actual	Revised 2023 Budget	2023 Projected	DRAFT #3 2024 Budget
<u>REVENUES</u>				
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-	-
Intergovernmental & Grants	111,580	138,000	138,000	138,000
Charges for Services	-	-	-	-
Contributions	-	-	-	-
Fines & Forfeitures	955	-	-	-
Investment Income	(705)	-	336	-
Interfund Transfers & Other	175,506	94,400	113,600	94,400
Total Revenues	\$ 287,335	\$ 232,400	\$ 251,936	\$ 232,400
<u>EXPENDITURES</u>				
Personnel	\$ -	\$ 8,848	\$ -	\$ 8,848
Operations	220,159	204,332	204,532	204,332
Capital	-	-	8,818	-
Total Expenditures	\$ 220,159	\$ 213,180	\$ 213,350	\$ 213,180
Excess Revenues/(Expenditures)	\$ 67,176	\$ 19,220	\$ 38,586	\$ 19,220

DRAFT #3



ISF I - FLEET FUND

Summary of Fund Resources

	2022 Actual	Revised 2023 Budget	2023 Projected	DRAFT #3 2024 Budget
<u>REVENUES</u>				
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-	-
Intergovernmental & Grants	-	-	-	-
Charges for Services	2,402	3,500	2,504	750
Contributions	-	-	-	-
Fines & Forfeitures	-	-	-	-
Investment Income	(48,586)	-	32,428	20,000
Interfund Transfers & Other	2,466,551	3,503,500	3,288,922	3,623,500
Total Revenues	\$ 2,420,367	\$ 3,507,000	\$ 3,323,854	\$ 3,644,250
<u>EXPENDITURES</u>				
Personnel	\$ 685,234	\$ 752,559	\$ 770,933	\$ 806,494
Operations	1,378,472	1,453,844	1,375,689	1,751,021
Capital	454,544	1,740,697	1,700,698	1,751,605
Total Expenditures	\$ 2,518,249	\$ 3,947,100	\$ 3,847,320	\$ 4,309,120
Excess Revenues/(Expenditures)	\$ (97,882)	\$ (440,100)	\$ (523,466)	\$ (664,870)

DRAFT #3



ISF II - TECHNOLOGY FUND

Summary of Fund Resources

	2022 Actual	Revised 2023 Budget	2023 Projected	DRAFT #3 2024 Budget
<u>REVENUES</u>				
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-	-
Intergovernmental & Grants	-	-	-	-
Charges for Services	70	-	69	-
Contributions	-	-	-	-
Fines & Forfeitures	-	-	-	-
Investment Income	(21,357)	-	12,659	-
Interfund Transfers & Other	680,938	707,530	714,732	685,530
Total Revenues	\$ 659,651	\$ 707,530	\$ 727,460	\$ 685,530
<u>EXPENDITURES</u>				
Personnel	\$ 342,454	\$ 510,878	\$ 394,186	\$ 651,302
Operations	361,515	364,805	551,196	624,264
Capital	96,617	505,475	86,198	-
Total Expenditures	\$ 800,586	\$ 1,381,158	\$ 1,031,579	\$ 1,275,566
Excess Revenues/(Expenditures)	\$ (140,935)	\$ (673,628)	\$ (304,120)	\$ (590,036)

DRAFT #3



ISF III - HEALTH INSURANCE FUND

Summary of Fund Resources

	2022 Actual	Revised 2023 Budget	2023 Projected	DRAFT #3 2024 Budget
<u>REVENUES</u>				
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-	-
Intergovernmental & Grants	-	-	-	-
Charges for Services	-	-	-	-
Contributions	-	-	-	-
Fines & Forfeitures	-	-	-	-
Investment Income	(46,626)	-	46,274	-
Interfund Transfers & Other	2,753,734	2,769,000	2,790,692	2,579,000
Total Revenues	\$ 2,707,108	\$ 2,769,000	\$ 2,836,965	\$ 2,579,000
<u>EXPENDITURES</u>				
Personnel	\$ -	\$ -	\$ -	\$ -
Operations	2,274,155	2,782,394	2,743,836	2,551,111
Capital	-	-	-	-
Total Expenditures	\$ 2,274,155	\$ 2,782,394	\$ 2,743,836	\$ 2,551,111
Excess Revenues/(Expenditures)	\$ 432,953	\$ (13,394)	\$ 93,130	\$ 27,889

DRAFT #3

Affiliated Unit
REGIONAL TRANSPORTATION AUTHORITY
 Summary of Fund Resources

	2022 Actual	Revised 2023 Budget	2023 Projected	DRAFT #3 2024 Budget
<u>REVENUES</u>				
Taxes	\$ 6,052,064	\$ 6,032,000	\$ 5,709,000	\$ 6,032,000
Licenses & Permits	-	-	-	-
Intergovernmental & Grants	2,493,302	1,479,418	1,702,618	359,512
Charges for Services	-	-	-	-
Contributions	-	-	-	-
Fines & Forfeitures	19,478	12,000	18,100	18,700
Investment Income	(168,438)	25,000	79,000	60,000
Interfund Transfers & Other	32,669	80,000	545,500	97,000
Total Revenues	\$ 8,429,074	\$ 7,628,418	\$ 8,054,218	\$ 6,567,212
<u>EXPENDITURES</u>				
Personnel	\$ -	\$ -	\$ -	\$ -
Operations	4,116,413	5,886,960	4,882,389	6,019,482
Capital	3,473,522	5,375,000	4,777,720	245,000
Total Expenditures	\$ 7,589,936	\$ 11,261,960	\$ 9,660,109	\$ 6,264,482
Excess Revenues/(Expenditures)	\$ 839,138	\$ (3,633,542)	\$ (1,605,891)	\$ 302,730

DRAFT #3



PUBLIC TRUSTEE FUND

Summary of Fund Resources

	2022 Actual	Revised 2023 Budget	2023 Projected	DRAFT #3 2024 Budget
<u>REVENUES</u>				
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-	-
Intergovernmental & Grants	-	-	-	-
Charges for Services	747,740	63,000	63,000	63,000
Contributions	-	-	-	-
Fines & Forfeitures	-	-	-	-
Investment Income	-	-	-	-
Interfund Transfers & Other	40,010	32,840	40,025	32,840
Total Revenues	\$ 787,750	\$ 95,840	\$ 103,025	\$ 95,840
<u>EXPENDITURES</u>				
Personnel	\$ 56,541	\$ 58,728	\$ 60,771	\$ 63,300
Operations	742,284	40,010	38,178	40,110
Capital	-	-	-	-
Total Expenditures	\$ 798,825	\$ 98,738	\$ 98,949	\$ 103,410
Excess Revenues/(Expenditures)	\$ (11,075)	\$ (2,898)	\$ 4,075	\$ (7,570)

DRAFT #3

CAPITAL EXPENDITURES SUMMARY
2024 Capital Expenditures

ID	Project	Priority	Prior Years Cost	2024 Capital Budget	
				County	Grant/Other
M	Capital Expenditure Fund 43		\$ 300,000	\$ 542,941	\$ 542,941
FCX	Facilities Cap Ex Fund 01 Org 01386000		35,000	110,000	-
FGX	Fairgrounds Cap Ex Fund 01 Org 01100000		30,000	662,192	-
JS	Juvenile Services Cap Ex		-	-	100,000
RI	Public Works Road Improvement 02		350,000	395,000	280,000
T	Public Works Trails 02		230,000	153,000	482,000
AX	Airport 10		-	215,732	3,797,268
WW	Wastewater 50		-	91,000	-
W	Water 51		-	346,000	-
SW	Solid Waste 52		-	250,000	-
HA	Housing Authority 70		-	9,508,000	4,837,000
FT	Fleet 80		-	669,005	1,082,500
IT	IT 82		-	-	-
GVRTA	RTA CapEx (Within Tyler, not in GC Budget)		-	65,000	-
Totals			\$ 945,000	\$ 13,007,870	\$ 11,121,709
				\$ 24,129,579	

Required

Df: Deferrable
De: Desirable
Ne: Necessary
Ur: Urgent
On: Ongoing currently

	Requested 2024 CapEx	
	County	Grant/Other
Df	\$ -	\$ -
De	346,000	-
Ne	12,401,870	7,324,441
Ur	260,000	3,797,268
On	346,000	-
	\$ 13,353,870	\$ 11,121,709

Funding Needed:		\$ 13,353,870	\$ 11,121,709
Funding Source:			
Severance	\$ -		
Impact Fee	1,600,000		
Public Works HUTF	-		
Sales Tax	1,863,133		
LMD Funds	-		1,000,000
External Financing	5,600,000		
GF Financing	2,100,000		
Enterprise Fund	1,844,737		
	\$ 13,007,870		
Grants	\$ -	\$ 6,439,209	
ARPA		2,600,000	
Trade-Ins (Fleet)		82,500	
M. Lease (Fleet)		1,000,000	
		\$ 11,121,709	

DRAFT #3

**CAP EX FUND (43) (Facilities)
2024 Capital Expenditures**

ID	Project	Priority	Prior Years Cost	Approved for 23 Not Spent	2024 Capital Budget	
					County	Grant/Other
	Crested Butte Shop					
24MPCB1	Envelope and Mechanical system renovation	Ne	300,000	1,385,882	542,941	542,941
	Totals		\$ 300,000	\$ 1,385,882	\$ 542,941	\$ 542,941
						\$1,085,882

DOLA

Required

Df: Deferrable
De: Desirable
Ne: Necessary
Ur: Urgent
On: Ongoing currently

Df
De
Ne
Ur
On

Requested 2024 CapEx

	County	Grant/Other
	\$ -	\$ -
	-	-
	542,941	542,941
	-	-
	-	-
	\$ 542,941	\$ 542,941

Funding Needed:	\$ 542,941	\$ 542,941
Funding Source:		
Severance	\$ -	
Impact Fee	-	
Public Works HUTF	-	
Sales Tax	542,941	
Enterprise Fund	-	
	\$ 542,941	
Grants	\$	542,941
ARPA		-
Trade-Ins (Fleet)		-
Master Lease		-
		\$ 542,941

DRAFT #3

FACILITIES CAP EX (01)
2024 Capital Expenditures

ID	Project	Priority	Prior Years Cost	Approved for 23 Not Spent	2024 Capital Budget	
					County	Grant/Other
	Courthouse					
24MCH1	Finance Office Security Window	Ne			10,000	
	Zugelder Building - (old library)					
24MZB1	Overhaul for Occupation	Ne	35,000	50,000	100,000	
	Totals		\$ 35,000	\$ 50,000	\$ 110,000	\$ -
						\$110,000

Required

Df: Deferrable
 De: Desirable
 Ne: Necessary
 Ur: Urgent
 On: Ongoing currently

Df
 De
 Ne
 Ur
 On

Requested 2024 CapEx

	County	Grant/Other
	\$ -	\$ -
	-	-
	110,000	-
	-	-
	-	-
	\$ 110,000	\$ -

Funding Needed:	\$ 110,000	\$ -
Funding Source:		
Severance	\$ -	
Impact Fee	-	
Public Works HUTF	-	
Sales Tax	110,000	
Enterprise Fund	-	
	\$ 110,000	
Grants	\$ -	
ARPA	-	
Trade-Ins (Fleet)	-	
Master Lease	-	
		\$ -

DRAFT #3

JUVENILE SERVICES CAP EX (01)
2024 Capital Expenditures

ID	Project	Priority	Prior Years Cost	Approved for 23 Not Spent	2024 Capital Budget	
					County	Grant/Other
	Blue House/Zugelder Renovation					
24JS1	Renovations Funded by G4300	Ne	-	-		100,000
		Totals	\$ -	\$ -	\$ -	\$ 100,000
						\$100,000

Required

Df: Deferrable
 De: Desirable
 Ne: Necessary
 Ur: Urgent
 On: Ongoing currently

Df
 De
 Ne
 Ur
 On

Requested 2024 CapEx

County	Grant/Other
\$ -	\$ -
-	-
-	100,000
-	-
-	-
\$ -	\$ 100,000

Funding Needed:	\$ -	\$ 100,000
Funding Source:		
Severance	\$ -	
Impact Fee	-	
Public Works HUTF	-	
Sales Tax	-	
Enterprise Fund	-	
	\$ -	
	Grants	\$ 100,000
	ARPA	-
	Trade-Ins (Fleet)	-
	Master Lease	-
		\$ 100,000

DRAFT #3

PUBLIC WORKS ROAD IMPROVEMENT (02)
2024 Capital Expenditures

ID	Project	Priority	Prior Years Cost	2024 Capital Budget	
				County	Grant/Other
24RI1	Brush Creek Intersection	Ur	350,000	160,000	-
24RI2	Slate River Bridge Engineering	Ne	-	70,000	280,000
24RI3	Kebler Soil Nailing	Ur	-	100,000	-
24RI4	Washington Gulch Culvert	Ne	-	65,000	-
	Totals		\$ 350,000	\$ 395,000	\$ 280,000
				\$ 675,000	

Required

- Df: Deferrable
- De: Desirable
- Ne: Necessary
- Ur: Urgent
- On: Ongoing currently

Requested 2024 CapEx

	County	Grant/Other
Df	\$ -	\$ -
De	-	-
Ne	135,000	280,000
Ur	260,000	-
On	-	-
	\$ 395,000	\$ 280,000

Funding Needed:	\$ 395,000	\$ 280,000
Funding Source:		
Severance		
Impact Fee		
Public Works HUTF	-	
Sales Tax	395,000	
Enterprise Fund	-	
	\$ 395,000	
Grants		\$ 280,000
ARPA		-
Trade-Ins (Fleet)		-
Master Lease		-
		\$ 280,000

DRAFT #3

PUBLIC WORKS TRAILS (01)
2024 Capital Expenditures

ID	Project	Priority	Prior Years Cost	Approved for 23		2024 Capital Budget	
				Not Spent		County	Grant/Other
	CB to CB South Trail Design**		205,000			-	-
23T1	Whitewater Park Engineering	Ne	25,000				-
24T1	Whitewater Park Improvements Feature 2	Ne				78,000	482,000
24T2	Shady Island ReSurface	Ne				75,000	
	Totals		\$ 230,000			\$ 153,000	\$ 482,000
						\$	635,000

** \$75,000 is budgeted for a design workshop
in operating section of Trails budget

Required

- Df: Deferrable
- De: Desirable
- Ne: Necessary
- Ur: Urgent
- On: Ongoing currently

- Df
- De
- Ne
- Ur
- On

Requested 2024 CapEx		
	County	Grant/Other
	\$ -	\$ -
	-	-
	153,000	482,000
	-	-
	-	-
	\$ 153,000	\$ 482,000

Funding Needed:	\$ 153,000	\$ 482,000
Funding Source:		
Severance	\$ -	
Impact Fee	-	
Public Works HUTF	-	
Sales Tax	153,000	
Enterprise Fund	-	
	\$ 153,000	
		Grants \$ 482,000
		ARPA -
		Trade-Ins (Fleet) -
		Master Lease -
		\$ 482,000

DRAFT #3

AIRPORT (10)
2024 Capital Expenditures

ID	Project	Priority	Prior Years Cost	2024 Capital Budget	
				County	Grant/Other
24GA1	GA Ramp Rehabilitation	Ne	-	195,732	3,797,268
24GA2	Ramp Rails	Ne	-	20,000	-
25GA1	Ramp Expansion		\$ -	\$ -	\$ -
Totals			\$ -	\$ 215,732	\$ 3,797,268
				\$ 4,013,000	

Required

Df: Deferrable
 De: Desirable
 Ne: Necessary
 Ur: Urgent
 On: Ongoing currently

Requested 2024 CapEx

	County	Grant/Other
Df	\$ -	\$ -
De	-	-
Ne	215,732	-
Ur	-	3,797,268
On	-	-
	\$ 215,732	\$ 3,797,268

Funding Needed:	\$ 215,732	\$ 3,797,268
Funding Source:		
Severance	\$ -	
Impact Fee	-	
Public Works HUTF	-	
Sales Tax	-	
Enterprise Fund	215,732	
	\$ 215,732	
Grants		\$ 3,797,268
ARPA		-
Trade-Ins (Fleet)		-
Master Lease		-
		\$ 3,797,268

DRAFT #3

WASTEWATER(50)
2024 Capital Expenditures

ID	Project	Priority	Prior Years Cost	2024 Capital Budget	
				County	Grant/Other
	Dos Rios Div				
24WWDR1	Manhole Rehab	Ne		\$ 10,000	
24WWDR2	Pipe Rehab	Ne		25,000	
	North Gunnison Div				
24WWNG1	Manhole Rehab	Ne		30,000	
	Antelope Hills Div				
24WWAH1	Lift Station Pump Replacement	Ne		10,000	
24WWAH2	Generator Transfer Switch	Ne		10,000	
	Tomichi Division				
24WWT1	Generator Transfer Switch	Ne		6,000	
	Totals			\$ 91,000	\$ -
					\$ 91,000

Required

- Df: Deferrable
- De: Desirable
- Ne: Necessary
- Ur: Urgent
- On: Ongoing currently

Requested 2024 CapEx

	<u>County</u>	<u>Grant/Other</u>
Df \$	-	\$ -
De	-	-
Ne	91,000	-
Ur	-	-
On	-	-
	\$ 91,000	\$ -

Funding Needed:	\$ 91,000	\$ -
Funding Source:		
Severance	\$ -	
Impact Fee	-	
Public Works HUTF	-	
Sales Tax	-	
Enterprise Fund	91,000	
	\$ 91,000	
Grants	\$ -	
ARPA	-	
Trade-Ins (Fleet)	-	
Master Lease	-	
		\$ -

DRAFT #3

**WATER(51)
2024 Capital Expenditures**

ID	Project	Priority	Prior Years Cost	2024 Capital Budget	
				County	Grant/Other
	Dos Rios Div DIST.				
24WDRD1	Water Meter Replacement	Ur		\$ 175,000	
	Dos Rios Div TREAT.				
24WDRT1	Lift Station/WTP Generator	Ur		110,000	
24WDRT2	Filter Turb Meter Upgrade (2)	Ur		13,000	
24WDRT3	Intake Pumps Rebuild	Ur		13,000	
24WDRT4	Surge Protection Upgrade	Ur		10,000	
24WDRT5	High Service Pumps Rebuild	Ur		15,000	
	Antelope Hills Div				
24WAH1	Water System Modeling	Ne		10,000	
	Totals			\$ 346,000	\$ -
					\$ 346,000

Required
Df: Deferrable
De: Desirable
Ne: Necessary
Ur: Urgent
On: Ongoing currently

	<u>Requested 2024 CapEx</u>	
	<u>County</u>	<u>Grant/Other</u>
Df \$	-	\$ -
De	-	-
Ne	346,000	-
Ur	-	-
On	-	-
	\$ 346,000	\$ -

Funding Needed:	\$ 346,000	\$ -
Funding Source:		
Severance	\$ -	
Impact Fee	-	
Public Works HUTF	-	
Sales Tax	-	
Enterprise Fund	346,000	
	\$ 346,000	
Grants	\$ -	
ARPA	-	
Trade-Ins (Fleet)	-	
Master Lease	-	
		\$ -

DRAFT #3

SOLID WASTE(52)
2024 Capital Expenditures

ID	Project	Priority	Prior Years Cost	2024 Capital Budget	
				County	Grant/Other
			-		-
24SW1	Landfill Shop Relocation (must precede SW-25-1)	Ur*		250,000	
	Totals		\$ -	\$ 250,000	\$ -
				\$	250,000

*release from Const. Fund

Required

- Df: Deferrable
- De: Desirable
- Ne: Necessary
- Ur: Urgent
- On: Ongoing currently

	Requested 2024 CapEx	
	County	Grant/Other
Df \$	-	\$ -
De	-	-
Ne	250,000	-
Ur	-	-
On	-	-
	\$ 250,000	\$ -

Funding Needed:	\$ 250,000	\$ -
Funding Source:		
Severance		
Impact Fee		
Public Works HUTF		
Sales Tax		
Enterprise Fund	250,000	
	\$ 250,000	
Grants	\$	-
ARPA		-
Trade-Ins (Fleet)		-
Master Lease		-
		\$ -

DRAFT #3

FLEET (80)
2024 Capital Expenditures

ID	Project	Priority	Prior Years Cost	2024 Capital Budget	
				County	Master Lease/Trade-in
F-RB	Fleet Road & Bridge 80			1,150,686	
F-MP	Fleet Motor Pool 80			115,000	
F-SF	Fleet Sheriff 80			-	
F-FG	Fleet Fairgrounds 80			-	
F-AX	Fleet Airport 80			-	
F-WW	Fleet Wastewater 80			-	
F-W	Fleet Water 80			-	
F-SW	Fleet Solid Waste 80			175,000	
F-C	Fleet Coroner 80			65,000	
F-M	Fleet Facilities 80			175,000	
F-CD	Fleet Community Development			50,819	
F-WD	Fleet Weed 80			20,000	
F-HHS	Fleet HHS 80			-	
	Totals		\$ -	\$ 1,751,505	\$ -

Required

Df: Deferrable
De: Desirable
Ne: Necessary
Ur: Urgent
On: Ongoing currently

Requested 2024 CapEx

	Trade/Master	
	County	Lease
Df \$	-	\$ -
De	-	-
Ne	669,005	1,082,500
Ur	-	-
On	-	-
	\$ 669,005	\$ 1,082,500

Funding Needed:	\$ 669,005	\$ 1,082,500
Funding Source:		
Severance	\$ -	
Impact Fee	-	
Public Works HUTF	-	
Sales Tax	-	
Enterprise Fund	669,005	
	\$ 669,005	
Grants	\$ -	
ARPA	-	
Trade-Ins (Fleet)		82,500
Master Lease		1,000,000
		\$ 1,082,500

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