

- 1 - 20210420agd
- 2 - Liquor License, Skyhighcolorado LLC_Nugget Cafe
- 3 - LMD_Marble Chamber Funding Request_Contract
- 4a - Minutes, Feb 2 2021
- 4b - Minutes, Feb 16 2021
- 4c - Minutes, Mar 2 2021
- 5a - Funding Agreement_GV Health Found_Behavioral Health Dept_2021
- 5b - Grant App, Gunn Co Substance Abuse_MetRec Collaboration_Choice Pass Scholarships
- 5c - Contractor Agreement_MGT of America Consulting LLC
- 5d - Statement of Work_Gunnison Co Health Human Svcs_Child Fatality Prevention
- 5e - Memorandum of Understanding, Gunnison_CB Regional Airport_CDOT Div of Aeronautics_Camera Installation
- 5f - Network Agreement, Quality Health Network_Facilitation of Exchange_Electronic Health Records
- 5g - Grant Application Approval, Health and Human Svcs_Caring for CO Vaccine Equity Grant
- 6 - Scheduling
- 7 - Request for Approval, Gunnison Nordic Fundraiser Ride
- 8b - Cash Transfer Report_March 2021
- 8c - Sales Tax, LMD Tax Report_Feb 2021
- 9 - Treasurers Report_Mar 2021
- 10 - Public Hearing, Alley Vacation Request, Irwin_Justin_Tracy Hastings
- 11 - Lot Cluster, Lots 6-13, Blk 19, Adjacent Alley Portion in Blk 19, Adjacent Portion of 11th Street_Justin_Tracy_Williams Hastings
- 12 - Letter of Support, Town of CB_CO River District_Irwin Valve Infrastructure
- 13 - Region 10 Out-of-Cycle Appt, S_McGuinness
- 14 - 2018-2019 Amstar Petition for Abatement Hearing
- 15 - HS20210420agd
- 15a - HS, Feb 16 2021 Minutes
- 15b - HS, Financial Update_Period Ending 12_31_2020

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

DATE: Tuesday, April 20, 2021

Page 1 of 3

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

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

- 8:30 am
- Call to Order
 - Alcohol Beverage License #03-13185; Skyhighcolorado, LLC dba Nugget Cafe; Effective Dates 4/6/2021 – 4/6/2022
 - Adjourn

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT:

- 8:32 am
- Call to Order
 - Local Marketing District Funding Request; Marble Crystal River Chamber of Commerce: Effective Dates 1/1/2021 thru 12/31/2021; \$25,500
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:37 am
- Call to Order; Agenda Review
 - Minutes Approval:
 1. February 2, 2021 Regular Meeting
 2. February 16, 2021 Regular Meeting
 3. March 2, 2021 Regular Meeting
 - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Funding Agreement; Gunnison Valley Health Foundation; Launch of Behavioral Health Department; 1/1/2021 thru 12/31/2021; \$11,000
 2. Grant Application; Gunnison County Substance Abuse Prevention Project; MetRec Community Collaboration Choice Pass Scholarships; \$4,000
 3. Contractor Agreement; MGT of America Consulting, LLC; 4/20/2021 thru 08/31/2021; \$5,575
 4. Statement of Work Agreement; Gunnison County Department of Health and Human Services; Child Fatality Prevention Support Reviews; 7/1/2021 thru 6/30/2022; \$3,500
 5. Memorandum of Understanding; Gunnison-Crested Butte Regional Airport; Colorado Department of Transportation's Division of Aeronautics; Aviation Weather Camera Installation
 6. Network Agreement; Quality Health Network; Facilitation of Exchange of Electronic Health Records Between Providers
 7. Grant Application Approval; Health and Human Services; Caring for Colorado Vaccine Equity Grant to Increase Access to Low-Income, Spanish-speaking Individuals, Remote Communities, and Youth; \$35,164
 - Scheduling
- 8:40 am
- County Manager's Reports
- 8:45 am
- Deputy County Manager's Reports and Project Updates
 1. Request for Approval; Gunnison Nordic Fundraiser Ride on Cottonwood Pass; May 28, 2021

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

DATE: Tuesday, April 20, 2021

Page 2 of 3

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

- 8:55 am
- Vouchers and Transfers
 1. Accounts Payable Report – March 2021
 2. Cash Transfer Report - March 2021
 3. Sales Tax and Local Marketing District Tax Reports - February 2021
 - Treasurer's Report – March 2021
- 9:00 am
- Public Hearing; Alley Vacation Request; Lots 6-13, Block 19, Irwin, Colorado; Justin Hastings and Tracy Williams Hastings
- 9:10 am
- Lot Cluster Agreement and Declaration; Lots 6-13, Block 19, Adjacent Portion of the Alley in Block 19, and Adjacent Portion of 11th Street, Irwin Townsite; Justin Hastings and Tracy Williams Hastings
- 9:15 am
- Letter of Support; Town of Crested Butte Funding Application; Colorado River District; Irwin Valve Infrastructure
- 9:20 am
- Region 10 Business Loan Fund, Out-of-Cycle Appointment; Shane McGuinness
- 9:25 am
- 2018-2019 Amstar Petition for Abatement Hearing
- 9:45 am
- Executive Session, pursuant to C.R.S. 24-6-402 (4) (e) (I), for determining positions relative to matters that may be subject to negotiations related to United States Army Corps of Engineers Permit No. SPK-2019-00889, developing strategy for negotiations, and instructing negotiators, and pursuant to C.R.S. 24-6-402 (4) (b) conferences with the County Attorney or Deputy County Attorney for Gunnison County for the purpose of receiving legal advice
- 10:00 am
- **Unscheduled Citizens:** Limit to 5 minutes per item. No formal action can be taken at this meeting.
 - **Commissioner Items:** Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
 - Adjourn
- 10:15 am
- BREAK

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

- 10:25 am
- (See separate agenda)

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

- 11:05 am
- Call to Order
 - COVID-19 Update
 - Adjourn

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

*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, April 20, 2021

Page 3 of 3

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

CORRECTED ZOOM MEETING DETAILS:

Join Zoom Meeting: <https://us02web.zoom.us/j/88336680665?pwd=MVhiUzIBZnRrNjdma0JoUjUzRaUT09>

Meeting ID: 883 3668 0665

Passcode: 149941

One tap mobile

+16699006833,,88336680665#,,,,*149941# US (San Jose)

+12532158782,,88336680665#,,,,*149941# US (Tacoma)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

Term Begins: _____ **Term Ends:** _____ **Grant Contract #:** Liquor License Renewal Skyhighcolorad

Summary:
Liquor License renewal Skyhighcolorado LLC dba Nugget Cafe

Fiscal Impact:

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

Finance Review: Required Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review: Required Not Required

Comments:
Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 4/16/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 4/16/2021

Consent Agenda Regular Agenda Worksession

Time Allotted: 2

Agenda Date: 4/20/2021



GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

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

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-13185
to sell/serve malt, vinous, spirituous liquor for (on the)-premises
consumption in the County of Gunnison, Colorado.

**SKYHIGHCOLORADO LLC DBA NUGGET CAFE
23050 COUNTY ROAD 742
ALMONT, COLORADO 81210**

Fee \$100.00

Effective Dates: 04.06.2021 - 04.06.2022

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

Kathy Simillion 4-16-2021
Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1697 Cole Blvd, Suite 200

Lakewood, CO 80401

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

ALCOHOL BEVERAGE LICENSE

Liquor License Number 03-13185	License Expires at Midnight April 06, 2022
License Type HOTEL & RESTAURANT (COUNTY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1697 Cole Blvd, Suite 200 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 2/8/2021 CM

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino

Mark Ferrandino, Executive Director/CEO

NUGGET CAFE
23050 COUNTY ROAD 742
Almont CO 81210

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

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name SKYHIGHCOLORADO LLC		Doing Business As Name (DBA) NUGGET CAFE		
Liquor License # 03-13185	License Type Hotel & Restaurant	Sales Tax License # 42434484	Expiration Date 04/06/2021	Due Date 02/20/2021
Business Address 23050 COUNTY ROAD 742 Almont CO 81210				Phone Number 9706412555
Mailing Address 23050 COUNTY ROAD 742 Almont CO 81210			Email taylorpark5119@gmail.com	
Operating Manager Ted Brand	Date of Birth 10-9-68	Home Address 23044 County Rd. 742 Almont, Co. 81210		Phone Number 720-383-0716
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item:

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached contract for consideration by the LMD Board.

Fiscal Impact: \$25,500

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 2/11/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 4/7/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/9/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 4/20/2021

Marble Crystal River Chamber - 2021 Work Plan and Budget Request

620 W. Park Street, Marble, CO 81623 www.mcrchamber.org 970) 963-7300

WEBSITE MAINTENANCE AND OVERHAUL www.mcrchamber.org \$ 1,000

Our website is the centerpiece of our marketing and promotion effort. We hired a new designer this year, and are planning a major overhaul to reflect our rebranding, de-emphasizing motorized recreation, Crystal Mill, and Lead King Loop traffic). We are planning a complete overhaul that reflects these changes in our mission, and our membership growth. We continue to update the ‘About Us’ tab to reflect the informational needs of short-term rental owners and renters in our area. As always we maintain and optimize our site, and analyze the data generated. The new, ‘Marble Manners 101’ film is now on our site.

PROMOTIONAL PRINTING \$ 6,000

Although we are generally working to downsize our hard-printing needs in favor of internet advertising, we need a new print run on our color rack cards, to reflect our new membership, and our rebranding. We will redesign it inside and out, and the cover will no longer be the iconic Crystal Mill. We also need to a new print run (3,000 color, glossy, oversized copies) of our color illustrated map due to its’ unprecedented popularity with visitors as a take-home item.

INTERNET AND PRINT MARKETING \$ 8,000

We attribute the continued increase in first-time visitors to Marble to a greater online presence in both private ‘sharing’ of visitors’ experiences with their friends online, and to our online ads with Colorado.com. We will continue this facet of our marketing, but make it a centerpiece of our re-branding program that emphasizes lower-impact uses of our back-country, and promotes interest in our history, art and community events.

We are budgeting \$5,000 for our internet marketing plan with Colorado.com and \$3,000 for continued print ads in the *Crystal Valley Echo 2020 Summer and Winter Guides*, and additional print ads in regional publications promoting Marble’s winter splendor. These publications,

particularly the *Winter Guide*, and the Grand Junction publication *Vacation* need updated photography in line with our rebranding efforts.

EVENT FUNDING **\$ 3,400**

We plan to continue supporting and promoting Marble events when we feel we can safely do so. With the exception of the Lead King Loop, which was held as a ‘socially distanced’ event and raised a reported \$12,000 for the Marble Charter School, all our 2020 live events were cancelled. The good news in that scenario is that we retained the funds earmarked for our expansion of live events, and intend to use that funding when live events again become a showcase for our community spirit and creative interests. Events are a big part of our overall rebranding plans, and will be promoted on statewide and regional event calendars (as well as on our own website,) increasing public recognition of Marble as a destination for art, music and wilderness pursuits.

MARBLE/MARBLE CARVING SYMPOSIUM SCHOLARSHIP (\$0)

This event brings sculptors from around the world to Marble. As the symposium is unique to our summer community and a there is local passion for it, we will continue our sponsorship of an annual scholarship. We will use last year’s funds for the 2021 scholarship as the symposium was cancelled during 2020. **(\$1200 to roll over 2020 to 2021)**

MARBLE FEST Americana/Acoustic/Bluegrass Music Festival (\$0)

Marble Fest continues to grow and the audience reflects our support for arts-minded visitors to Marble over recreational motor vehicle enthusiasts. In the past we gave \$2,000 to the event, sponsoring bands, porta-potties, and the ‘Kids’ Korner’ stage. As the Town of Marble government is no longer funding Marble Fest in any way, we had planned to fill in the vacuum with increased support, but 2020’s event was cancelled. The event as planned partners with the Marble Arts Guild and supports local and regional artists and craftspeople who stage booths at the event. **(\$3,000 to roll over 2020 to 2021)**

LEAD KING LOOP RACE**(\$1,000)**

Usually, 300 runners gather at Thompson Park and run in two races to benefit the Marble Charter School. We supported 2020 event with \$500, and it raised a reported \$12,000, in part due to cost savings associated with a scaled down event. We hope to increase our support in 2021 for this near-20-year Marble Charter School tradition benefitting our local kids' education.

HUB-SPONSORED EDUCATIONAL WALKS**(\$0)**

A series of history and nature walks led by local volunteers, and emanating from the Hub didn't go forward in 2020, as the Hub was closed. In 2019, the Chamber paid for the calendar printing and mailing. We wish to do so again in 2021. **(\$1,600 to roll over 2020 to 2021)**

MARBLE ARTS GUILD, and SUMMER OF ART SERIES.**(\$2,000)**

Sponsoring the Marble Arts Guild is a big part of our re-branding efforts. The purpose of the Guild is to create a forum to nurture the creative culture of the town through cooperation and education. We are asking for \$3000 dollars to sponsor a website/directory to promote Marble artists and events that connects to an existing Facebook, and by which local artists can share their work, promote events, and trade their expertise. \$3000 will buy a web domain with substantial storage and bandwidth and maintain, design and promote the website and the group.

In 2019 the Arts Guild inaugurated, (in association with The Hub), a summer "Second Saturday" program with participatory art events and demonstrations. Although Chamber members were involved in this program, it opened without Chamber support, and we were primed to support it in 2020 with \$1,000 for promotional costs. With cancellation, and the Covid-related re-evaluation of the Chamber's mission and the re-branding of Marble as a destination for a more diverse visitor profile., we decided as a group that the Arts Guild be elevated in our support structure. We are stepping up our sponsorship of the Arts Guild with a total of \$3,000 (\$1,000 to roll over from 2020's budget). The 2021 iteration of the Arts Guild's 'Second Saturday' programs can be planned with a sensitivity to social distancing protocols, and we are confident that proper support can make this overall event a centerpiece in Marble's

visitor profile moving forward.

(\$1,000 to roll over 2020 to 2021)

CHRISTMAS IN MARBLE CELEBRATION

(\$400)

In association with the Marble Community Chrurch, the Marble Charter School, and the Marble Hub, we stage a winter holiday celebration that includes a variety of winter activities such as: sledding, Santa’s firetruck rides, seasonal crafts, lighted trees around town, a gallery tour, Christmas Tree and Hub building lighting, and more – usually in a snowy, mountain setting. Usually, many of these events are held in the Marble Charter School, but as we anticipate that the school will remain off-limit to visitors, we are planning outdoor, kid-centric events as a fund-raiser. As we had allocated \$600 for this event, and it will be our sole winter event of 2020-2021, we are asking an additional \$400 to support our kids and our school. **(\$600 rolls over 2020 to 2021)**

MEMBERSHIPS WITH CHAMBERS AND ASSOCIATIONS \$ 500

We are connected to regional chambers and state and national tourism associations through memberships with the Better Business Bureau, the Glenwood Springs Chamber, the Crested Butte Chamber, the Redstone Community Association, and the West Elk Loop Byways Committee.

LEAD KING LOOP PRESERVATION STEERING COMMITTEE \$1,000

We would like to continue support of the Lead King Loop Preservation Steering Committee with \$1,000 for use in connecting stakeholders and gathering data through the Committee’s engagement of a Western Colorado University grad student in Wilderness Management. We wish to support this important custodial and educational effort on behalf of our visitors and our natural resources.

MARBLE HUB SUPPORT AND OPERATIONS \$1,600

The Marble Hub is a successful multi-functional community and visitor center. It was closed this year due to Covid concerns, but nevertheless maintained an informational kiosk and wi-fi access. Normally, and moving forward, the Hub is an important community center, visitor center, coffee shop, gift shop, and an outdoor farmer’s market, all housed at the center of town in the historic, volunteer-restored Marble Bank Building. The Hub takes reservations for the

Marble Campground, and provides visitors with local information, as well as phone and internet contact with the outside world. (Marble is still a cell-free zone!) Our continued support of The Hub builds community and collaboration among our volunteers, and helps to maintain the Hub's historic space. The Hub/Chamber collaboration provides a visitor phone contact to Marble, an information center, and a space to meet, plan, and dream up new fun events, fundraising, and marketing promotions. We pledge annual financial support to The Hub, asking an additional \$1600 for 2021, to augment last year's rolled-over budget (\$2,400) as the Hub re-emerges as a vital community service organization. **(\$2,400 rolls over 2020 to 2021)**

MARBLE PARK AND RECREATION COMMITTEE SUPPORT (\$4,000)

The Park and Rec Committee is a Town of Marble appointed group that recently spearheaded the grant acquisition of \$333,000 to buy the historic land parcel that completes a unified Mill Site Park. MCRC supports Park and Rec's as-yet unfunded efforts to increase outdoor recreational opportunities and extend the tourism season into winter, asking \$4,000 as detailed below:

MARBLE WINTER OUTDOOR RECREATION (\$2,000)

MCRC requests funding to promote Park and Rec's efforts to promote and implement outdoor winter activities and create a winter recreation market with development of groomed cross-country ski trails, a free, community skating rink, and sledding hill. These amenities would be associated with a greater educational outreach including classes for avalanche awareness, back country safety, beginning cross-country ski outings and lessons, and a skate lending library. While we realize MCRC's mission doesn't include operational and development spending, we feel that promotional assistance to these ambitious developments is an efficient use of funds, and we are excited to participate with our time and support.

OUTDOOR VISITOR CENTER (\$2,000)

Our re-branding of Marble tourism strongly favors Marble's history, art and nature. We would like to promote these ideals through an outdoor interactive visitor 'center' at the Millsite Park's new entrance. Signs created with the help of the Marble Charter School students will inform and guide visitors through nature trails.

This will be a visitor draw that sensitizes and educates visitors and students on stewardship, history, local artists and nature - helping Marble to become a nature and culture tourism destination.

The Marble Crystal River Chamber withheld substantial 2020 funds (roughly 25%) due to the Covid-19 pandemic, and our expectation that less LMDT funds will be available in 2021, and caution with regard to the appropriateness of some promotions and to an unpredictable tourist and business climate. As a result of our caution, we are able to apply roughly \$7,500 of our 2020 Work Plan funding (of \$28,200 total) to our 2021 budget. Nevertheless, we see challenges ahead in developing stewardship responsible to the public, nature, and businesses of our community. 2021 will be pivotal to meeting these challenges.

Summary of Marble Crystal River Chamber 2021 Funding Request:

\$1,000 Website maintenance, rebranding re-design, optimize, and analyze.

\$6,000 Print advertising

\$8,000 Internet marketing

\$1,000 Lead King Loop Committee

\$ 500 Memberships

\$3,400 2021 Events

\$1,600 Hub support

\$2,000 Marble Winter Outdoor Recreation

\$2,000 Outdoor Visitor Center

TOTAL 2021 FUNDING REQUEST \$ 25,500

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT (“Agreement”) made effective the 1st day of January, 2021, by and between the Board of the Gunnison River Valley Local Marketing District, whose address is 200 East Virginia, Gunnison, CO 81230 (herein “Gunnison County”) and Marble Crystal River Chamber of Commerce, whose address is 620 W. Park Street, Marble, CO 81623 (herein “Contractor”).

RECITALS

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

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

AGREEMENT

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

1. SERVICES.

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

Contractor also agrees that membership to the Marble Crystal River Chamber of Commerce shall be offered and available to those businesses collecting and remitting the lodging tax in the Upper Crystal River Valley and that those members will receive a minimum level of advertising.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2021, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

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

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Twenty-Five Thousand, Five Hundred and No/100 U. S. Dollars (\$25,500) only if such funds are available as a portion of the funds collected by lodging establishments located in the Upper Crystal River Valley of Gunnison County. It is understood and recognized that these funds must be used for costs associated with the implementation of the 2021 Work Plan as identified in Appendix "A". Funds will be distributed, contingent upon collections.

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

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement that Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars (\$387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars (\$1,093,000.00).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars (\$387,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Ninety-Three Thousand and No/100 U.S. Dollars (\$1,093,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of

Gunnison County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever.

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. INDEMNIFICATION.

Contractor agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement.

This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination or expiration.

8. DISCRIMINATION.

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

9. IMMIGRATION COMPLIANCE CERTIFICATION.

- a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

- d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.
- e. Contractor agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

10. ADA COMPLIANCE.

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

11. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in Exhibit A.

14. NOTICES.

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

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

LMD: Gunnison River Valley Local Marketing District
 Attn: Gunnison County Manager
 200 E. Virginia
 Gunnison, Colorado 81230

Contractor: Marble Crystal River Chamber of Commerce
 620 W. Park Street
 Gunnison, CO 81623

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

15. GOVERNING LAW.

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

16. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

17. ENTIRE AGREEMENT.

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

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

18. PUBLIC RECORD

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

BOARD OF THE GUNNISON RIVER VALLEY
LOCAL MARKETING DISTRICT

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

MARBLE CRYSTAL RIVER CHAMBER OF COMMERCE

By: _____
Chairperson

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: February 2, 2021 Regular Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The draft 2/2/2021 BOCC regular meeting minutes are attached for consideration.

Fiscal Impact: N/A

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

CAO has reviewed and suggests more specificity than "legal advice on specific legal questions" by adding "regarding contracting authority and Board delegation" despite not published on agenda with that language. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 4/9/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/15/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 4/20/2021

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
February 2, 2021**

The February 2, 2021 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Roland Mason, Vice-Chairperson
Liz Smith, Commissioner

Matthew Birnie, County Manager
Katherine Haase, Deputy County Clerk
Others Present as Listed in Text

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

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

MINUTES APPROVAL: **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the January 26, 2021 special meeting minutes. Motion carried unanimously.

- 1. January 26, 2021 Special Meeting

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

- 1. Core Services Agreement Amendment No. 3
- 2. Addendum to the Claims Administration Agreement between Gunnison County, Colorado and Group & Pension Administrators, LLC dba GPA
- 3. Amendment to Plan Document Dated September 1, 2017 and Restated January 1, 2020; Gunnison County, Colorado Employee Dental and Vision Benefit Plan Cost Plus Plan

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

COUNTY MANAGER'S REPORTS:

- 1. County Manager Contracting Authority; Possible Executive Session Pursuant to C.R.S. 24-6-402(4)(b), Conferences with an Attorney for the Local Public Body for the Purposes of Receiving Legal Advice on Specific Legal Questions. **Moved** by Commissioner Houck, seconded by Commissioner Mason to go into executive session pursuant to C.R.S. 24-6-402(4)(b), Conferences with an Attorney for the Local Public Body for the Purposes of Receiving Legal Advice on Specific Legal Questions, and the participants in the executive session will be the full Board of County Commissioners, the County Manager, the County Attorney and the Deputy County Attorney. Motion carried unanimously. The board went into executive session at 8:35 am. Executive sessions of the Board of County Commissioners are conducted as per C.R.S. 24-6-402(4). This specific session was conducted as per C.R.S. 24-6-402(4)(b).

Attorney Statement Regarding Executive Session

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

Date: _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

Moved by Commissioner Houck, seconded by Commissioner Smith to come out of executive session. Motion carried unanimously. The Board came out of executive session at 9:02 am. Commissioner Houck confirmed that no contemporaneous recording was kept of the executive session, due to the conversation being subject to attorney-client privilege.

DEPUTY COUNTY MANAGER'S REPORT AND PROJECT UPDATES: Deputy County Manager Marlene Crosby was present for discussion.

1. Colorado Department of Public Health and Environment (CDPHE) Survey of Somerset System. DCM Crosby informed the Board that the CDPHE recently completed the survey, and the inspector was pleased with the steps that Gunnison County is taking, even though the system is out of compliance.

COUNTY ATTORNEY'S OFFICE STAFFING: County Attorney Matt Hoyt and Deputy County Attorney Emilee Gaebler were present for discussion. CA Hoyt informed the Board that one of his paralegals resigned, which presented the opportunity for proper staffing of his office. Rather than fill the paralegal position, he requested permission to substitute it for an entry-level attorney position at an annual fiscal impact of \$38,000 over the paralegal's compensation. He noted that this pay level is equivalent to what similar counties pay. He also noted that he could make his selection from the recent pool of candidates who applied for the Deputy County Attorney position, and that he would like to fill the position within the next month or two.

The additional attorney, if approved, would concentrate on specific areas, as would the other two attorneys in the office. This structure would allow the other attorneys to focus on the larger issues while supervising the entry-level attorney. CA Hoyt stated that David Baumgarten, former County Attorney, told him that he had never seen the office as busy as it has become.

County Manager Birnie voiced his support for the proposal, due to the increased workload associated with the bevy of projects and the goals outlined in the countywide strategic plan. He also stated that this additional cost could be absorbed within the current budget.

Deputy County Manager Marlene Crosby also voiced support for the proposal, because the Attorney's Office hasn't had the capacity to assist her with pending documents that need to be reviewed and/or created. County Manager Birnie agreed that the backlog experienced by departments hinders operations and efficiency, and it creates risk where departments are forced to proceed with contracts/projects/negotiations without the benefit of legal counsel when the CAO is too busy to provide assistance or guidance.

The Board agreed to allow the proposal to move forward.

COVID RESPONSE DATA MANAGER: Health and Human Services Director Joni Reynolds was present for discussion. She explained that her team has been looking at incident command work related to data, and it's been challenging for months. She stated that we need to hire for this position to manage the whole effort to push, pull, aggregate, interpret and translate data for various audiences, and that the term could extend beyond 2021, depending on the conclusion of the pandemic. The successful candidate would also need to be versed in Public Health issues.

CM Birnie estimated that this would result in a six-figure compensation, and he recommended that the Board approve the request and then use funds set aside for COVID response. As of 2/2/21, that fund had approximately \$600k in it. **Moved** by Commissioner Houck, seconded by Commissioner Smith to authorize Matthew (County Manger) and Joni (HHS Director) to expend the funds to hire our COVID Response Data Manager with the funding coming out of our dedicated COVID-response funds that were set aside by the Board. Motion carried unanimously.

UNSCHEDULED CITIZENS: There were no Unscheduled Citizens present for discussion.

COMMISSIONER ITEMS:

Commissioner Smith:

1. Gunnison Chamber Update. Commissioner Smith attended a recent Chamber meeting. Pam Williams was voted in as the new Chamber President, and Commissioner Smith opined that she has good ideas and enthusiasm. All other Chamber board positions remain the same. Chamber board members asked about the possibility of the County issuing dining dollars, but she stressed that providing the air filters was a better investment as she doesn't feel that issuing dining dollars for unincorporated sections of the Gunnison County is a viable program. CM Birnie noted that the County has spent millions of dollars to provide the COVID-19 response in the valley. Commissioner Houck stated that he has seen citizens understand current circumstances and support restaurants all throughout the valley, in unincorporated areas or not. CM Birnie also noted that the Recovery Team is working on some proposals to assist business areas that are struggling, and those proposals may come to the Board within the next few weeks for consideration.
2. Town of Crested Butte Black Lives Matter Movement Update. Commissioner Smith continues to participate in the local BLM movement. The group is discussing many possible initiatives that might get conversations started in the community. She stressed, during the meeting, that it would helpful for the group to demonstrate requested ethos in their own work to emphasize community collaboration.

- 3. Early Childhood Council Update. Commissioner Smith stated that the ECC will be applying for a competitive grant for up to \$200,000. Applications are due at the end of the month.

Commissioner Mason:

- 1. Gunnison Valley Regional Housing Authority Update. Commissioner Mason informed the Board that the GVRHA is interested in evaluating small affordable-housing projects in the valley. One potential location may be in the Pitchfork Subdivision, where the County owns a lot. There may also be an opportunity in Mt. Crested Butte.
- 2. Region 10. Commissioner Mason stated that Region 10 hired a firm to handle a regional data dashboard for economic recovery. He will relay this info to our Recovery Team. Also, Region 10's Internet Director mentioned that, per a school system analysis, 18% of kids were not initially able to access the internet during the COVID response; that has since dropped to 4% due to Region 10's efforts. A lot of the increased availability has occurred in Montrose, Delta and Ouray Counties. Region 10 had the largest reduction in connectivity needs compared across Colorado.
- 3. IceLab Pitch Meeting. Commissioner Mason stated that the pitch meeting saw a total of 106 applicants, and two of the top 10 pitches came from local residents.
- 4. Long Lake Parcel Working Group. Commissioner Mason informed the Board that he sat in on the first group meeting. Issues discussed were related to trails, trespassing and enforcement. The parcel is currently owned by the Land Trust.
- 5. Rural Transportation Authority. Commissioner Mason stated that the TSA just announced that mask wearing on all public conveyances, including within airport terminals, will be mandatory.

Commissioner Houck:

- 1. Wolf Reintroduction. Commissioner Houck participated on a recent call with other commissioner, the Department of Natural Resources Director and the Colorado Parks and Wildlife Director to discuss rollout. During that call, Commissioner Houck consistently emphasized that the people who put it on the ballot did not do very well with public outreach to potentially impacted communities. He was also clear that our community has worked to protect the Gunnison Sage-grouse, and that the species might be negatively impacted by the wolf reintroduction.
- 2. Forest Service Plan Revisions and Timeline. Commissioner Houck recently spoke with Ouray District Ranger Tammy Randall-Parker about this issue. The draft is expected sometime this summer.
- 3. San Miguel County Commissioner Hillary Cooper and Representative Lauren Boebert's Chief of Staff David Bernhardt Zoom Call. Commissioner Houck participated in this call, and he noted that the conversation was productive, honest and frank. Many areas for non-partisan collaboration were identified.
- 4. CCI Steering Committee Meetings. Commissioner Houck informed the Board that he was reelected as a member of the Public Lands Traveling Committee. He will distribute the full legislative bill to the Board soon.
- 5. Sarah McCarthy, Western Colorado Regional Director for Senator John Hickenlooper. Commissioner Houck informed the Board that he also has the chance to discuss non-partisan collaborative ideas with Ms. McCarthy.

ADJOURN: Moved by Commissioner Houck, seconded by Commissioner Smith to adjourn the meeting. Motion carried unanimously. The meeting adjourned at 10:28 am.

Jonathan Houck, Chairperson

Roland Mason, Vice-Chairperson

Liz Smith, Commissioner

Minutes Prepared By:

Katherine Haase, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: February 16, 2021 Regular Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The draft 2/16/21 meeting minutes are attached for consideration.

Fiscal Impact: N/A

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/9/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 4/20/2021

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
February 16, 2021**

The February 16, 2021 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Roland Mason, Vice-Chairperson
Liz Smith, Commissioner

Matthew Birnie, County Manager
Katherine Haase, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

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

ALCOHOL BEVERAGE LICENSE #03-04246; CRESTED BUTTE, LLC DBA PARADISE RESTAURANT; EFFECTIVE DATES 2/4/2021 – 2/4/2022: **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the license for Crested Butte, LLC, dba Paradise Restaurant. Motion carried unanimously.

ADJOURN: **Moved** by Commissioner Houck, seconded by Commissioner Smith to adjourn the meeting. Motion carried unanimously. The Gunnison County Local Liquor Licensing Authority meeting adjourned at 8:32 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

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

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

CONSENT AGENDA: **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the Consent Agenda, as presented. Motion carried unanimously.

1. Acknowledgment of County Manager Approval to Purchase Steel Material; Cattle Guard Construction and Shop Projects; Penrose Steel & Tubing, Inc.; \$23,911.12
2. Contractor Agreement; Dr. Anna Meeuwssen; 1/1/2021 thru 12/31/2021; \$1,200
3. Application for Federal Assistance SF-424; Small Community Air Service Development Program; Gunnison-Crested Butte Regional Airport; Summer Service from DFW Beginning June 2022
4. Grant Application; State of Colorado Department of Human Services; Emerging and Expanding Child Care Grant Program; 2/1/21 thru 6/30/22; \$13,127
5. Grant Application on Behalf of the Community Health Coalition of the Gunnison Valley; 3/1/21 thru 9/30/21; \$50,000
6. Application for Federal Assistance SF-424; Gunnison-Crested Butte Regional Airport; Terminal Construction Project; \$1,000,000

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

COUNTY MANAGER'S REPORTS:

1. Resolution; Delegating Signatory Authority to County Manager for Affordable Housing Deed Restrictions. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve Resolution #2021-1, a Resolution Delegating Signatory Authority to County Manager for Affordable Housing Deed Restrictions. Motion carried unanimously.
2. Airport Terminal Update. CM Birnie informed the Board that all construction documents have been prepared, so we can get contractors in place. It has been difficult to locate local contractors to perform elements of the project, but CM Birnie remained confident that the project will employ good contractors. He noted that federal jobs can be cumbersome for some contractors, due to associated requirements.
3. Library Project Update. CM Birnie stated that the project is a couple of weeks ahead of schedule, and that there has been good local participation.
4. Shady Island Update. CM Birnie informed the Board that work has begun on the jetties. The project won't be completed before boating season begins, but the ramp will be open toward the beginning of the season.

DEPUTY COUNTY MANAGER'S REPORT AND PROJECT UPDATES: Deputy County Manager Marlene Crosby was present for discussion.

1. Snow Plowing Update. DCM Crosby stated that her crews plowed over the weekend. Commissioner Houck asked about avalanche activity related to crew work and safety in Taylor Canyon. DCM Crosby stated that the area has been safe so far, and that crews will continue to monitor conditions.

CORRESPONDENCE:

1. Letter of Support; North Fork EMS Ambulance Grant Application. **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the letter of support for the North Fork EMS Ambulance Grant. Motion carried unanimously.

COMMISSIONER ITEMS:

Commissioner Smith:

1. 7th Judicial District. Commissioner Smith attended a meeting last week, and the conversations included one about community corrections. Budget cuts are proposed, though there is a movement to lessen the cuts and BOCCs may be asked to supply letters of support. CM Birnie explained the importance of the community corrections programming, as well as the cost of incarceration. He noted that, while this isn't a County function, it impacts the community. Commissioner Smith will write a letter.
2. Counties & Commissioners Acting Together (CCAT). Commissioner Smith attended a meeting last week. The group discussed ways that the State may support tourism as we move through the pandemic.
3. Early Childhood Workforce Grant. Commissioner Smith stated that valley childcare workers were surveyed to determine the type of help needed in order for them to remain in their positions. The survey revealed two main areas of focus: 1) Stipend salary support; and 2) Sick leave for early childhood education workers. If this grant application is successful, it will look to make improvements with long-term solutions. CM Birnie suggested that the whole Board should consider weighing in when grant applications are discussed.

COVID-19 RECOVERY TEAM RECOMMENDATIONS: Health and Human Services Director Joni Reynolds, Community & Economic Development Department Director Cathie Pagano and Temporary Disaster Recovery Coordinator Loren Ahonen were present for discussion.

CEDD Director Pagano stated that the Recovery Team has been evaluating recommendations for a few weeks. She provided an overview of what each local government entity, the Tourism and Prosperity Partnership (TAPP) and the Gunnison Watershed RE1J School District have provided toward the recovery effort. TDRC Ahonen noted that what wasn't captured in his summary was all the different places that the money has been spent within the communities. CM Birnie stated that the overview also didn't capture all of the work performed by our Health and Human Services staff in the delivery of services.

HHS Director Reynolds discussed the 2021 recommendations that were included in the Board's meeting portfolio. The Recovery Team requested \$127,000 for the first half of the year, to be a shared cost between the County (47%), the City of Gunnison (38%), the Town of Crested Butte (10%) and the Town of Mt. Crested Butte (5%) based on population. CEDD Director Pagano stated that the Recovery Team may return to the Board mid-year to request additional funding to cover the second half of the year. CM Birnie confirmed that the County has sufficient funding set aside to cover the 47% cost share, which is equal to \$59,690. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the request for \$59,690 for the COVID recovery response from monies identified for COVID relief. Motion carried unanimously.

UNSCHEDULED CITIZENS: There were no Unscheduled Citizens present for discussion.

COMMISSIONER ITEMS (continued):

Commissioner Mason:

1. Mayors and Managers Meeting. Commissioner Mason attended the recent meeting. There was a lengthy presentation on the Gunnison Rising project. An affordable housing component is being considered, based on acreage.
2. Health Coalition Meeting. Commissioner Mason attended a recent meeting, and he relayed that the presentations were very informative. The Health Coalition approved their strategic plan. Commissioner Smith will assume coverage of Health Coalition meetings for the BOCC.
3. Gunnison Valley Regional Housing Authority. Commissioner Mason attended a recent meeting. Potential usage of open County-owned lots was discussed. He noted that the County may want to consider selling one or more lots in order to fund affordable housing elsewhere in the valley. The Board may hold a work session in the near future to discuss the County's current inventory of owned lots.

Commissioner Houck:

1. Sage-grouse Conservation and Wolf Reintroduction. Commissioner Houck stated that he has been working on these issues with others around the state.

ADJOURN: **Moved** by Commissioner Smith, seconded by Commissioner Mason to adjourn the meeting. Motion carried unanimously. The meeting adjourned at 9:41 am.

Jonathan Houck, Chairperson

Roland Mason, Vice-Chairperson

Liz Smith, Commissioner

Minutes Prepared By:

Katherine Haase, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2021-1**

**A RESOLUTION DELEGATING SIGNATORY AUTHORITY TO COUNTY MANAGER FOR
AFFORDABLE HOUSING DEED RESTRICTIONS**

WHEREAS, the Board of County Commissioners (the "Board") is authorized pursuant to Colo. Rev. Stat. § 30-11-101(c) to sell, convey or exchange any real property owned by the County and to make such order respecting the same as may be deemed conducive to the interests of the inhabitants; and

WHEREAS, the Board is authorized pursuant to Colo. Rev. Stat. § 30-11-107(1)(a) to make such order concerning the property belonging to the County as it deems expedient; and

WHEREAS, the Board is authorized pursuant to Colo. Rev. Stat. § 30-11-107(aa) to establish policies and procedures regarding entering into contracts that bind the County and delegate its power to enter into such contracts where amounts and requirements comply with such policies; and

WHEREAS, the Board's policy is that all County-owned affordable housing properties are transferred only to qualifying homeowners and subject to a deed restriction, current form attached as Exhibit A; which may be amended from time to time.

NOW, THEREFORE, BE IT HEREBY:

RESOLVED that Matthew Birnie, Gunnison County Manager, is authorized and delegated the power to sign all documents to enter into contracts that bind the County in the transfer of affordable housing units, in accordance with the Board's policy including its accompanying deed restriction, as may be amended from time to time;

RESOLVED that all action previously taken by Matthew Birnie, Gunnison County Manager, relating to the sale of affordable housing properties owned by the County, that was in accordance with the Board's policy and accompanying deed restriction, as may be amended from time to time, is hereby ratified, approved and confirmed.

This Resolution has immediate effect upon its passage by the Board of County Commissioners without further action necessary.

INTRODUCED by Commissioner Mason, seconded by Commissioner Smith, and adopted this 16th day of February, 2021.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

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

EXHIBIT A

GUNNISON COUNTY MASTER DEED RESTRICTION

THIS DEED RESTRICTION ("Restriction" or "Restrictions") is made this _____ day of _____, 202__, by the Board of County Commissioners of Gunnison County, Colorado, 200 East Virginia, Gunnison, Colorado 81230 (referred to herein as "Gunnison County" or "Grantor" or

"Beneficiary" and shall include administrators, legal representatives, successors and assigns) and hereby imposes the deed restrictions specified herein on the real property specified herein.

1. Property Subject to Deed Restriction. The following real property (the "Property") is hereby made subject to these Affordable Housing Restrictions ("Restrictions"):

Unit ____ Building _____, _____, according to the _____ thereof recorded _____, _____ at Reception No. _____, of the records of Gunnison, Colorado
Commonly known as _____, _____, Colorado

WHEREAS, Gunnison County, acting as the declarant, intends to create a valid and enforceable covenant running with the land that assures that all of a Unit hereby existing or to be developed on a Unit will be used solely by individuals who are either Qualified Owners or Qualified Occupants (as such terms are hereinafter defined), subject to limited exceptions provided for herein; and

WHEREAS, Gunnison County recognizes the public need for attainable and affordable housing for the workforce and working families of Gunnison County, particularly within the Gunnison Valley; and

WHEREAS, under this Restriction Gunnison County intends, declares, and covenants that the regulatory and restrictive covenants set forth herein governing the use of a Unit described and provided for herein shall be and are hereby made covenants running with the land and are intended to be and shall be binding upon Gunnison County, and all subsequent owners and/or tenants of such Property for the stated term of this Restriction, unless and until this Restriction is released and terminated in the manner hereafter described.

2. Definitions

i. AREA MEDIAN INCOME (AMI) means the median income for Gunnison County adjusted for household size, as established and defined in the most recent annual schedule published by the U.S. Department of Housing and Urban Development (HUD).

ii. CAPITAL IMPROVEMENT means any fixture erected as a permanent improvement to a Unit excluding repair, replacement, maintenance costs, and sweat equity.

iii. GUNNISON COUNTY shall mean the Board of County Commissioners of Gunnison County, Colorado.

iv. GUIDELINES mean the most current Gunnison Valley Regional Housing Authority Housing Guidelines or Gunnison County Housing Guidelines if the Gunnison Valley Regional Housing Authority ceases to exist or is replaced by some other entity, in effect at the time of closing on a sale or transfer of any or all of a Unit or at the commencement date of a lease or other occupation agreement, or its successor document, as amended from time to time and attached hereto as Exhibit A.

v. FIRST MORTGAGE means a deed of trust or mortgage that is recorded senior to any other deeds of trust or liens against any of all of the Units to secure a loan used to purchase any of all of the Units by a Mortgagee.

vi. HOUSEHOLD means one or more persons who intend to live together in any of the Units.

vii. HOUSING AUTHORITY means the Gunnison Valley Regional Housing Authority. Unless expressly stated otherwise in this Deed Restriction, "Housing Authority" shall refer to the Gunnison Valley Regional Housing Authority, except that if the Gunnison Valley Regional Housing Authority ceases to exist or is replaced by some other entity, "Housing Authority" shall refer to the County.

viii. MAXIMUM RESALE PRICE means the maximum Purchase Price that shall be paid by any purchaser of a Unit, other than the initial purchaser who acquires a Unit from Gunnison County that is determined in accordance with the provisions of Section 6.iii of this Restriction. The Maximum Resale Price is not a guaranteed price, but merely the highest price an Owner may obtain for the sale of a Unit.

ix. MORTGAGEE means any bank, savings and loan association, or any other institutional lender that is licensed to engage in the business of providing purchase money mortgage financing for residential real property and that is beneficiary of a deed of trust or mortgage encumbering a Unit.

x. NON-QUALIFIED OWNER or NON-QUALIFIED TRANSFEREE means an Owner that is not a Qualified Owner.

xi. NET WORTH means the estimated sum of the assets of the Qualified Owner or Qualified Occupant. The term *Asset* refers to liquid assets such as cash in savings, checking or other forms of bank accounts

and stocks, bonds or other instruments that can readily be converted to cash. The most recent Assessed Value as provided by the applicable Assessor's Office will be used to determine the value of real estate holdings, regardless of set-offs by encumbrances, costs of sale or holding, or percent of ownership interest. Assets in a qualified retirement plan and other non-liquid assets such as personal belongings or intangible assets will not be included in the asset limitations for each income category.

xii. OWNER means Gunnison County and any subsequent buyer, heir, devisee, transferee, grantee, owner or holder of title to a Unit.

xiii. PURCHASE PRICE means all consideration paid by the purchaser to the seller for a Unit.

xiv. QUALIFIED OWNER means a natural person who meets the following requirements at the time that he/she takes initial ownership interest or transfer of interest in a Unit as qualified by Gunnison County:

a. Has maintained his/her primary and sole residence in Gunnison County, Colorado for six (6) consecutive months immediately preceding taking initial ownership or transfer of interest in a Unit or has a qualified employment contract with an employer in Gunnison County that has been accepted by Gunnison County; and

b. Has earned his/her primary (80% or more) source of income working a minimum of 30 hours per week on an annual basis, as documented with the United States Internal Revenue Service, within Gunnison County, or has a qualified employment contract with an employer in Gunnison County that has been accepted by Gunnison County; and

c. Except as provided for in Section 4.1.b. and 4.1.c., does not own any interest in other improved residential property(s). A purchaser who owns residential real estate must convey all interest in said residential property(s) prior to taking initial ownership or transfer of interest of a Unit; and

d. A qualified household shall not have a net worth that exceeds four (4) times the income based on the AMI applicable to actual household size of a prospective purchaser, such AMI set by HUD annually and adjusted for household size.

e. Income restrictions are applicable at the time of qualification and shall be verified by Gunnison County. Income guidelines are based on the Area Median Income (AMI) set by HUD annually and adjusted for household size. At the time of initial ownership or transfer of interest the combined household income shall not be less than 70% of AMI and shall not exceed 160% of AMI; and

f. Shall occupy the subject Unit as his/her sole and exclusive primary residence at all times during the ownership of a Unit.

xv. QUALIFIED OCCUPANT means a person who meets the following requirements at the time he or she takes initial occupancy of a Unit as qualified by Gunnison County:

a. Has maintained primary and sole residence in Gunnison County, Colorado for three consecutive months immediately preceding taking initial occupancy of a Unit or has a qualified employment contract with an employer in Gunnison County that has been accepted by Gunnison County; and

b. Has earned his/her primary (80% or more) source of income working a minimum of 30 hours per week on an annual basis, as documented with the United States Internal Revenue Service, within Gunnison County, or has a qualified employment contract with an employer in Gunnison County that has been accepted by Gunnison County; and

c. Except as provided for in Section 4.1.a. and 4.1.c., does not own any interest in other improved residential property(s). An occupant who owns residential real estate must convey all interest in said residential property(s) prior to taking initial occupancy of the subject Unit; and

d. A qualified household shall not have a net worth that exceeds two (2) times the income based on the AMI applicable to actual household size of a prospective occupant, such AMI set by HUD annually and adjusted for household size; and

e. Income restrictions are only applicable at the time of occupancy and shall be verified by Gunnison County. Income restrictions are based on the Area Median Income (AMI) set by HUD annually and adjusted for household size. At the time of initial occupancy, the combined household income shall not be less than 80% of AMI and not exceed 160% of AMI; and

f. Shall occupy the subject Unit as his/her sole and exclusive primary residence.

xvi. TRANSFER means an act of a party, or of the law, by which the title to the subject Unit is wholly or partially transferred to another; including but not limited to the sale, assignment voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in the subject Unit, including but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, a leasehold interest or any interest evidenced by a land contract by which possession of the subject Unit is transferred and Owner retains title, except that, this definition does not include any transfer of an interest by Gunnison County.

If reviewed and approved in writing by Gunnison County prior to occurrence the following transfer(s) are exceptions to the definition, provided that the new Owner, other than an estate, shall use a Unit as his/her principal residence:

- a. A transfer resulting from the death of an Owner where the transfer is to the spouse or domestic partner who is also a Qualified Owner.
- b. A transfer resulting from a decree of dissolution of marriage or legal separation or from a settlement incidental to such a decree by which a transfer is made to a spouse who is also a Qualified Owner.

3. Restriction Runs with the Land. This Restriction shall constitute covenants running with title to the subject Unit as a burden thereon, for benefit of, and enforceable by, Gunnison County, and their successors and assigns, and this Restriction shall bind Gunnison County and all subsequent Owners and tenants of the subject Unit. Each Owner and Qualified Occupant, upon acceptance of a deed or lease to the subject Unit, shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions, and restrictions contained herein during the Owner's period of ownership or Qualified Occupant's tenancy, as may be appropriate. Each and every Transfer or lease of the subject Unit, for all purposes, shall be deemed to include and incorporate by this reference, the covenants contained in this Restriction, even without reference to this Restriction in any document of conveyance.

4. Ownership, Use, Occupancy and Rentals.

i. Ownership.

- a. Qualified Owner(s). The ownership of the subject Unit is hereby, and shall henceforth be, limited exclusively to Qualified Owner(s) which shall include the parties described and approved as set forth in Section 4.ii. In the event that the subject Unit is occupied without compliance with this Restriction, Gunnison County shall have the remedies set forth herein, including but not limited to the rights under Section 8 herein.
- b. Employee Housing. Upon the written consent of Gunnison County, which consent may be recorded, a non-qualifying natural person or entity that owns or operates a business located in and serving the county may purchase the subject Unit, provided, however, that by taking title to the subject Unit, such Owner shall be deemed to agree to the rental restrictions set forth herein, and further that any Owner who does not meet the definitions of both a Qualified Owner and Qualified Occupant shall rent the subject Unit to a natural person(s) who does meet the definitions of a Qualified Occupant, and shall not occupy or use the subject Unit for such Owner's own use or leave the subject Unit vacant except as otherwise provided herein.
- c. Rental Projects. Upon the written consent of Gunnison County, which consent may be recorded, a non-qualifying natural person or entity may own the subject Unit for the purpose of operating a rental project. However, by taking title to the subject Unit, such Owner shall be deemed to agree to the rental restrictions set forth herein, and further that any Owner who does not meet the definitions of both a Qualified Owner and Qualified Occupant shall rent the subject Unit to a natural person(s) who does meet the definitions of a Qualified Occupant, and shall not occupy or use the property for such Owner's own use or leave the subject Unit vacant except as otherwise provide herein.

ii. Use and Occupancy. Except as provided for in Section 4.i.b and 4.i.c here in, the use and occupancy of the subject Unit is hereby, and shall henceforth be, limited exclusively to Qualified Owner(s) or Qualified Occupant(s), his or her spouse and child(ren) and other immediate family members.

iii. Rental of Property.

- a. Qualified Owner(s). An Owner may not, except with prior written approval of Gunnison County' conditions of approval, rent a Unit to a Qualified Occupant(s) for no less than six (6) months and no more than one (1) year and occurring not more than once every five (5) years. All

rentals must comply with the current Guidelines.

- b. Employee Housing. A non-qualifying natural person or entity that owns a Unit, pursuant to Section 4.i.b, may rent a Unit for any period of time. All renters must be Qualified Occupants. Any occupancy of a Unit pursuant to sections 4.i.b and 4.iii.b shall not exceed two persons per bedroom, unless Gunnison County approves otherwise.
 - c. Rental Projects A non-qualifying natural person or entity that owns a Unit, pursuant to Section 4.i.c, may rent a Unit for any period of time. All renters must be Qualified Occupants. Any occupancy of a Unit pursuant to Sections 4.i.c and 4.iii.c shall not exceed two persons per bedroom, unless Gunnison County
 - iv. Roommates. The requirements of this Restriction shall not preclude the Owner from sharing occupancy of a Unit with non-owners on a rental basis provided that the non-owner(s) is also a Qualified Occupant. Owner continues to occupy a Unit as his/her sole and primary residence and meets the obligations contained in this Restriction, including the definition of Qualified Owner or Qualified Occupant. Short-term rentals/roommates are strictly prohibited.
 - v. No Indemnification or Waiver of Immunity. Nothing herein shall be construed to require Gunnison County to protect or indemnify the Owner against any losses attributable to a rental including, but not limited to, non-payment of rent or damages to a Unit; nor to require Gunnison County to obtain a Qualified Occupant for the Owner in the event that none is found by the Owner. In addition, nothing herein shall be construed as a waiver by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or other applicable law.
 - vi. Initial Finance and Refinance Restriction.
 - a. At the time of the purchase of a Unit the original principal amount of any indebtedness secured by a First Mortgage shall not exceed an amount equal to one hundred percent (100%) of the Purchase Price paid for a Unit by that Owner, subject to the Guidelines.
 - b. An Owner may refinance a First Mortgage that encumbers a Unit with the consent of Gunnison County; provided, however, that the original principal amount of any refinanced indebtedness secured by a First Mortgage shall not exceed an amount equal to ninety-seven percent (97%) of the then current Maximum Resale Price limit.
 - vii. Ownership Interest in Other Residential Property. Except with respect to a Non- Qualified Owner permitted to purchase a Property as set forth in Section 4, if at any time the Owner also owns any interest alone or in conjunction with others in any other developed residential property in or out of the County, the Owner shall immediately list such other property interest for sale and sell his or her interest in such property. In the event said other property has not been sold by the Owner within one hundred twenty (120) days of its listing required hereunder, then the Owner shall immediately list his or her Property for sale pursuant to Section 8.v. of this Restriction. In the case of an Owner whose business is the construction and sale of residential properties or the purchase and resale of such properties, the properties that constitute inventory in such Owner's business shall not constitute "other developed residential property" as that term is used in this Section 4.vii. provided that the Owner is not occupying any of the inventoried properties for residential or commercial purposes.
 - viii. Compliance. Any Owner of a Unit is required to comply with annual certifications to Gunnison County that they are in compliance with the requirements of this Restriction. The Housing Authority acknowledges and recognizes that the income and net worth of a Qualified Owner or Qualified Occupant may increase over time, however, such increases over the maximum income and net worth requirements at initial purchase or occupancy shall not constitute a default of this Restriction.
 - ix. Any owner or prospective buyer must agree to and execute the Notice of Lien form attached hereto as Exhibit B.
5. Initial Purchase Price. Upon completion of construction of a Unit, a Unit shall be sold to a Qualified Owner, except as provided for in Section 4.i. of this Restriction, at an affordable Purchase Price as determined by the Guidelines.
6. Transfer of Property.
- i. Resale. No Transfer of a Unit shall occur subsequent to the original purchase from the County or Gunnison County, except upon full compliance with the procedures set forth in this Section 6. In the event a Unit is sold and/or conveyed without compliance with this Restriction, such sale and/or transfer shall be wholly null and void and shall confer no title whatsoever upon the purported buyer.

- ii. Notice of Intent. A Unit shall not be sold or transferred without prior submission by the Qualified Owner to the Housing Authority of a written Notice of Intent to Sell or Transfer Affordable Housing Unit as set forth in Exhibit C attached hereto.
- iii. Maximum Resale Price.
 - a. The initial purchase price of a Unit shall be the basis for calculating the Maximum Resale Price in accordance with this Restriction and the Guidelines in effect at the time of listing a Unit for sale.
 - b. The Maximum Resale Price of a Unit shall be limited to be no more than the following calculation:
The Maximum Resale Price may not exceed the sum of: (i) the Purchase Price paid by the Owner for a Unit, plus: (ii) an increase of two percent (2%) of such Purchase Price per year (prorated at the rate of 1/12 for each whole month, but not compounded annually) from the date of the Owner's purchase of a Unit to the date of the Owner's Notice of Intent to Sell a Unit; plus (iii) an amount equal to any special improvement district assessments, if applicable and not transferable, paid by the seller during the seller's ownership of a Unit; (iv) the cost of Permitted Capital Improvements made to a Unit by the Owner as set forth in Exhibit D attached hereto.
 - c. Permitted Capital Improvements. The amount for Permitted Capital Improvements shall not exceed ten per cent (10%) of the original purchase price for an initial ten (10) year period. For every ten (10) year period from the date of the original purchase and Covenant, another ten (10) per cent of the purchase price may be added to the value of a Unit for Capital Improvements. In calculating such amount, only those Permitted Capital Improvements identified in Exhibit C hereto shall qualify for inclusion. Seller's contributed labor or "sweat equity" shall not be part of the cost of an eligible improvement.
 - d. Pursuant to the Guidelines, each Owner shall be responsible for ensuring that at the Transfer of his or her Property, the same is clean, the appliances are in working order, and that there are no health or safety violations regarding a Unit. Prior to the sale of a Unit Gunnison County is authorized to take necessary actions and incur necessary expenses for bringing a Unit into saleable condition. Such actions and expenses include, but are not limited to, cleaning a Unit and making necessary repairs to or replacements of appliances and/or Property fixtures, such as windows, doors, cabinets, countertops, carpets, flooring and lighting fixtures, and/or correcting any health or safety violations on a Unit. Expenses incurred by Gunnison County to bring a Unit into a saleable condition shall be itemized and documented by the Housing Authority and deducted from the Owner's proceeds at closing of the Transfer of a Unit.
 - e. No Owner shall permit any prospective purchaser to assume any or all of the Owner's closing costs. No Owner shall accept anything of value from a prospective purchaser except for the Maximum Resale Price before, during or after closing of the Transfer of a Unit.
 - f. Nothing in this Restriction represents or guarantees that a Unit will be re-sold at an amount equal to the Maximum Resale Price. Depending upon conditions affecting the real estate market, a Unit may be re-sold for less than the Maximum Resale Price.
- iv. Beneficiary Right to Acquire Ownership - Right of First Refusal. The initial Owner and each subsequent Owner shall not transfer a Unit, or any part thereof, without first offering same to Gunnison County for purchase. Gunnison County shall have a right of first refusal to purchase a Unit as follows:
 - a. If an Owner receives any offer to purchase or enders any offer of sale for a Unit for any amount less than or equal to the Maximum Resale Price, Gunnison County shall have the absolute right of the first refusal to purchase a Unit at the offered sales price. This right of first refusal will first be granted to the county, using the form attached here to as Exhibit E, and then the Gunnison Valley Regional Housing Authority, using the form attached hereto as Exhibit F, only if the County does not exercise its right of first refusal.
 - b. Gunnison County shall have the option to exercise its right of first refusal, with the County prevailing as detailed in 6.iv.a., by executing a written and binding commitment to purchase a Unit within twenty-one (21) days after Gunnison County receives written Notice of Intent to Sell or Transfer Affordable Housing Unit by Owner. The commitment to buy shall set a closing date within a reasonable period of time.
 - c. Gunnison County shall have the right to inspect a Unit prior to exercising its right of first refusal. If a Unit is damaged there shall be a decrease in the sales price of a Unit equal to

the amounts necessary to bring a Unit into saleable condition as reasonably determined by Gunnison County, including but without limitation cleaning, painting, replacing worn carpeting and draperies; making necessary structural, mechanical, electrical and plumbing repairs; and repairing or replacing built-in appliances and fixtures.

- d. In the event Gunnison County executes a written and binding commitment to purchase a Unit within said twenty-one (21) day period, this right of first refusal shall expire.
 - e. If the Owner does not sell or otherwise transfer a Unit, the terms and conditions of this right of first refusal shall again apply to any subsequent sale or transfer of a Unit.
 - f. The right of first refusal shall be in full force and effect from the date of initial sale in perpetuity. Any sale or attempted transfer of a Unit effected without first giving Gunnison County the right of first refusal described above shall be wholly null and void and shall confer no title whatsoever upon the purported buyer.
 - v. Beneficiary Made Whole. No transfer of a Unit shall occur unless and until each and every encumbrance, debt or liability owed by the Owner to Gunnison County is fully satisfied.
7. Foreclosure
- i. It shall be a breach of these Restrictions for an Owner to default in the payments or other obligations due or to be performed under a promissory note secured by deed of trust encumbering a Unit. The Owner hereby agrees to notify Gunnison County, in writing, of any notification Owner receives from a lender, or its assigns, of past due payments or default in payment or other obligations due or to be performed under a promissory note secured by a deed of trust, as described herein, within five (5) calendar days of Owner's notification from lender, or its assigns, of said default or past due payments
 - ii. Upon receipt of notice as provided herein, Gunnison County shall have the right, in its sole discretion, to solely or jointly cure the default or any portion thereof, thereby becoming the Curing Party. In such event, the Owner shall be personally liable to the Curing Party for past due payments made by the Curing Party, together with interest thereon at the rate specified in the promissory note secured by the deed of trust, plus one (1) per cent, and all actual expenses of the Curing Party incurred in curing the default. In the event the Owner does not repay the Curing Party within sixty (60) days of notice that the Curing Party has cured the Owner's default, the Owner agrees that the Curing Party shall be entitled to a lien against a Unit to secure payment of such amounts. Such a lien may be evidenced by a notice of lien setting the amounts due and rate of interest accruing thereon, and such notice of lien may be recorded in the real property records of Gunnison County, Colorado, until such lien is paid and discharged. The Curing Party shall have the additional right to bring an action to foreclose on a Unit for the payment of the lien set forth in this section 7.ii.
 - iii. In the event of a foreclosure on a promissory note secured by a first deed of trust on a Unit, or any Property, and the issuance of a public trustee's deed by the holder of such note and deed of trust ("Holder"), or the acceptance by Holder of such note and deed of trust or a deed in lieu of foreclosure of a Unit, and Holder's subsequent recordation of the same in the Office of the Gunnison County Clerk and Recorder, Gunnison County may acquire a Unit by exercising that certain "Option to Purchase," the copies of which is attached hereto as Exhibits E and F. In the event that the Option is not exercised by Gunnison County, this Deed Restriction shall be released and shall be of no further force or effect.
8. Default/Breach
- i. In the event Gunnison County has reasonable cause to believe an Owner is violating the provisions of these Restrictions, that entity, through its authorized representatives, may inspect a Unit between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, after providing the Owner with no less than 24 hours written notice.
 - ii. The respective Beneficiary shall send a notice of violation to the Owner, with a copy to the other Beneficiary, detailing the nature of the violation and allowing the Owner fifteen (15) days to determine the merits of the allegations, or to correct the violation. In the event the Owner disagrees with the allegation of violation of these Restrictions, the Owner may request, in writing, a hearing before the Gunnison Valley Regional Housing Authority Grievance and Appeals Committee or some similar body convened by the County if the Gunnison Valley Regional Housing Authority Grievance and Appeals Committee ceases to exist or is replaced. If the Owner does not request a hearing and the violation is not cured within the fifteen-day period, the Owner shall be considered in violation of these Restrictions.
 - iii. Whenever these Restrictions provide for a hearing before the Gunnison Valley Regional Housing Authority Grievance and Appeals Committee, such hearing shall be scheduled by Gunnison County within twenty-one (21) days of the date of receipt of a written request for a hearing. At any such hearing, the Owner or other aggrieved party may be represented by counsel and may present evidence on the issues to be determined at the hearing. An electronic record of the hearing shall be made, and the decision of Gunnison County shall be a final decision, subject to judicial review.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: March 2, 2021 Regular Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The draft 3/2/2021 meeting minutes are attached for consideration.

Fiscal Impact: N/A

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 4/9/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/9/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 4/20/2021

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
March 2, 2021**

The March 2, 2021 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Roland Mason, Vice-Chairperson
Liz Smith, Commissioner

Matthew Birnie, County Manager
Katherine Haase, Deputy County Clerk
Others Present as Listed in Text

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

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

MINUTES APPROVAL:

1. February 23, 2021 Special Meeting. **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the February 23, 2021 Special Meeting minutes as presented. Motion carried unanimously.

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

COUNTY MANAGER'S REPORTS:

1. Finance Director Discussion. County Manager Birnie requested delegated authority to negotiate an employment agreement with Interim Finance Director Juan Guerra to remain in the position for two years. He stated that IFD Guerra has integrated well with his teams, and that he is a talented professional. CM Birnie will then seek a long-term solution during the final six months of IFD Guerra's contract. **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve giving our County Manager the authority to negotiate a contract for the Finance Director position. Motion carried unanimously.
2. Compressed Natural Gas (CNG) Grant Application. Sustainable Operations Director John Cattles was present for the discussion. CM Birnie informed the Board that this item was still going through the agenda approval process, so he requested a motion allowing submission of the grant in order to meet the grant application's deadline. Approval would be ratified on a future agenda. SOD Cattles stated that these grant funds would enable the purchase of four Sheriff's Office vehicles, and obtaining these vehicles will meet the strategic goal outlined in the Board's strategic plan. These four vehicles will replace five current vehicles, resulting in a reduction in the number of fleet vehicles. County Attorney Matt Hoyt indicated that the agreement is legally sufficient. **Moved** by Commissioner Houck, seconded by Commissioner Smith to authorize the application of the grant through staff for the CNG and have it later on a consent agenda to ratify. Motion carried unanimously.

DEPUTY COUNTY MANAGER'S REPORT AND PROJECT UPDATES: Deputy County Manager Marlene Crosby was present for discussion.

1. Resolution; Authorizing Temporary Weight Restriction for a Portion of County Road 734 Also Known as Slate River Road. DCM Crosby explained that public outreach would begin after adoption of the resolution, and that the restrictions would remain in place from 3/15/21 to 5/15/21. Restrictions may be lifted sooner than 5/15/21, but only if viable. **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve Resolution #2021-2, a Resolution Authorizing Temporary Weight Restriction for a Portion of County Road 734 Also Known as Slate River Road. Motion carried unanimously.
2. Resolution; Authorizing Temporary Seasonal Closure and Weight Restriction for a Portion of County Road 38 Also Known as Gold Basin Road. DCM Crosby explained that there weren't any weight restrictions placed on this road last year, and that was problematic. **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve Resolution #2021-3, a Resolution Authorizing Temporary Seasonal Closure and Weight Restriction for a Portion of County Road 38 Also Known as Gold Basin Road. Motion carried unanimously.
3. Dos Rios Water Line Extension, Notice of Award, Notice to Proceed and Contractor Agreement; All Weather Earthworks, Inc.; 3/2/2021 thru 4/30/2021; \$54,300.80. DCM Crosby informed the Board that four bids were received, and the value of the bids ranged from \$54,300 to \$170,000. She requested approval to contract with the lowest bidder, and she confirmed that the lowest bidder could meet the project scope. She stated that small local contractors often cannot meet the County's insurance requirements, so she asked that CM Birnie be allowed to sign the documentation as soon as the insurance requirements have been vetted. CA Hoyt said that the Board would need to decide whether or not to contract accepting coverage under the amounts set by governmental law and released annually by the Secretary of State. DCM Crosby stated that the insurer can only issue policies in increments of \$1,000,000, and CA Hoyt noted that \$1,093,000 is the amount set by governmental law. CM Birnie agreed that it would be difficult, on smaller projects, for

contractors to meet the \$1,093,000 requirement. CA Hoyt noted that umbrella policies, which would be sufficient in these cases, are available for a lower cost than an additional \$1,000,000 in coverage. Commissioner Houck suggested that a work session be scheduled to discuss the policy issue. CA Hoyt stated that his office evaluates insurance on a case-by-case basis, but that the type of work being completed should also be considered. **Moved** by Commissioner Houck, seconded by Commissioner Mason to authorize approval of the Dos Rios Waterline Extension Agreement with All Weather Earthworks, Inc. That approval is pending receipt of the appropriate certificates of insurance, and we authorize the County Manager to sign that contract when all pieces are complete. Motion carried unanimously.

4. **Somerset Leach Field Project.** DCM Crosby informed the Board that there is a 2021 Request for Allocations from the Water Quality Control Division. She noted that the application is lengthy and that she is not sure whether or not her office can complete it by the 3/12/21 deadline, but she asked the Board if it was supportive of the application. Funds would be used for the improvement of the collection tanks and leach field system that serves approximately 23 homes in the area. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the application for the Somerset wastewater system that we serve and allow staff to put the application together and apply on behalf of Gunnison County. Motion carried unanimously.
5. **Employee Recognition.** DCM Crosby informed the Board that 16 employees qualify for service awards for between 10-40 years of service. She opined that it is important for recipients to have face-to-face contact with the Board, but she also questioned how this might safely occur during the pandemic. CM Birnie noted that Gunnison County recently moved into the Blue level, so Health and Human Services Director Joni Reynolds is working to provide updated guidance. The event may be scheduled for the summer when it can safely occur outdoors.

GUNNISON COUNTY BOARDS AND COMMISSIONS APPOINTMENTS: **Moved** by Commissioner Houck, seconded by Commissioner Smith to appoint the following individuals for the following terms to the following Boards.

1. Environmental Health Board:
 - Lynn Cudlip, Alternate Member, One-Year Term
 - Corey Bryndal, Alternate Member, One-Year Term
2. Region 10 Committees:
 - Vincent Rogalski, Transportation Committee Member, Two-Year Term
 - David Assad, Business Loan Fund Committee Member, Two-Year Term
3. Sage-grouse Strategic Committee:
 - Mike Babler, Public At-Large Alternate, Two-Year Term
 - Burt Guerrieri, Gunnison County Stockgrowers' Association Representative, Two-Year Term
4. Sustainable Tourism and Outdoor Recreation Committee
 - Deanna Greco, National Park Service Representative, Two-Year Term
 - Jim Lovelace, Bureau of Land Management Representative, Two-Year Term
 - Scott Borden, Western Colorado University Representative, Two-Year Term

Motion carried unanimously.

The remainder of AJ Cattles' term on the Gunnison County Planning Commission needed to be filled, and the appointee would serve the remainder of that term, expiring on 2/1/2022. **Moved** by Commissioner Houck, seconded by Commissioner Mason to appoint Melanie Miller to the regular seat on the Gunnison County Planning Commission. Motion carried unanimously.

Moved by Commissioner Mason, seconded by Commissioner Smith to select Julie Baca for the alternate member for a one-year term and Beth Appleton for the alternate member for a one-year term to the Planning Commission. Motion carried unanimously.

EXECUTIVE SESSION, PURSUANT TO C.R.S. 24-6-402 (4) (E) (I), FOR DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS RELATED TO A PROPOSED AMENDMENT OF AN EXISTING CONSERVATION EASEMENT BETWEEN GUNNISON COUNTY AND SOPRIS 715 LLC LOCATED ON REAL PROPERTY IN GUNNISON COUNTY, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND INSTRUCTING NEGOTIATORS, AND PURSUANT TO C.R.S. 24-6-402 (4) (B) CONFERENCES WITH THE COUNTY ATTORNEY AND/OR DEPUTY COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSES OF RECEIVING LEGAL ADVICE ON SUCH NEGOTIATIONS: **Moved** by Commissioner Houck, seconded by Commissioner Mason to enter an executive session, the participants will include the full Board of County Commissioners, County Manager Matthew Birnie, Community & Economic Development Department Director Cathie Pagano, County Attorney Matt Hoyt, Deputy County Attorney Emilee Gaebler and Hillary Seminick from Community Development. Motion carried unanimously.

The board went into executive session at 9:46 am. Executive sessions of the Board of County Commissioners are conducted as per C.R.S. 24-6-402(4). This specific session was conducted as per C.R.S. 24-6-402(4)(e)(I).

Attorney Statement Regarding Executive Session

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

Date: _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

The Board came out of executive session at 10:17 am. **Moved** by Commissioner Houck, seconded by Commissioner Smith to come out of executive session, the executive session remained on topic, all parties stated to be in attendance were, in fact, in attendance, and no decisions were made. Motion carried unanimously. Commissioner Houck stated that the Board’s position was to decline the proposal and not entertain further action on this matter.

UNSCHEDULED CITIZENS: There were no Unscheduled Citizens present for discussion.

COMMISSIONER ITEMS: This discussion began earlier than scheduled due to a gap in the meeting.

Commissioner Smith:

1. Club 20 Winter Policy Committee Meeting. This meeting took place last month. Many issues were discussed, including:
 - a. Broadband. She agreed to touch base with Commissioner Mason on those details.
 - b. Hospital Impacts from COVID-19. Gunnison Valley Hospital (GVH) CEO Rob Santilli was present for this discussion. Montrose Memorial Hospital has suffered more than GVH.
 - c. Hwy 50 Little Blue Canyon Project. This discussion was contentious, and potential compromises were discussed. The project is currently set to finish by November 2022, but it may be pushed to October 31, 2023 if additional openings are allowed each day. Most meeting attendees were in favor of the shortest timeframe, which would also save approximately \$10,000,000 over the course of the project. Commissioner Houck intends to reach out to the Governor’s office to relay Gunnison County’s concerns and desire to stick with the two-year schedule, particularly because the idea of adding a year to the schedule does not appear to address any of the stated concerns.
2. Marble Area Resident Concerns. Commissioner Smith stated that there is perceived inaction from the Board. She is working on possible solutions related to the influx of OHV use in that area.
3. Climate Initiatives. Commissioner Smith asked the other commissioners if they might support a more formalized climate action plan. She would like to create a brochure or similar as a public communication piece. CM Birnie noted that the Board’s strategic plan includes climate-related results, and that there was no current staff capacity to take on a communication project or the creation of a separate plan.

Commissioner Mason:

1. Marble Area Resident Concerns. Commissioner Mason and DCM Crosby met at a staff level with other interested parties on 2/22. The Marble Mayor was in attendance for this informational meeting to discuss steps being taken this year, as well as potential actions and programs. Another meeting will take place near the end of March. An additional patrol deputy will be working in the Marble area in the near future.
2. Region 10. Commissioner Mason informed the Board that the broadband project between Gunnison, Crested Butte and Mt. Crested Butte is projected for completion by mid-2022.
3. CCI Transportation Funding Letter. Commissioner Mason indicated that CCI shared a letter that will be sent to the to the legislation, and he let the Board know that he will confirm Gunnison County’s agreement with the content of the letter.

Commissioner Houck:

1. Legislative Season. Commissioner Houck stated that he may schedule a discussion to update the Board on pending bills.
2. Wolf Reintroduction. Commissioner Houck met with the Gunnison County Stockgrower’s Association last night to discuss the wolf reintroduction.
3. COVID-19 Relief Bill. Commissioner Houck stated that this bill made it through the House, and that provisions for local governments are included in the language.
4. CORE Act. Commissioner Houck informed the Board that the Act made it through the House for the third time. It will go to the Senate next.

ADJOURN: Moved by Commissioner Houck, seconded by Commissioner Smith to adjourn the meeting. Motion carried unanimously. The Board of County Commissioners meeting adjourned at 10:46 am.

GUNNISON COUNTY LOCAL MARKETING DISTRICT SPECIAL MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 10:46 am.

TOURISM AND PROSPERITY PARTNERSHIP (TAPP) FUNDING REQUEST: Interim Finance Director Juan Guerra and TAPP Executive Director John Norton were present for discussion, and TAPP ED Norton noted that Western Colorado University Dean of Students Gary Pierson was in full support of this request. TAPP ED Norton explained that, when TAPP requested annual funding, all of the information wasn’t available yet. Calendar year 2020 revenues ended 11.5% up from was projected, so TAPP requested additional funding from the reserves held by the County. TAPP ED Norton stated that the \$350,000 surplus would be spent in all four key areas identified by TAPP. CM Birnie emailed a financial analysis to the Board, and he noted that approval of this request would still leave just under \$1,000,000 in reserves, which would be operationally sufficient.

If approved, \$140,509 would be spent on winter-related marketing, \$150,000 would be spent on signage referred to as “placemaking” at/near the airport, \$10,813 would be spent on ICELab activities, and \$48,678 would be spent by the Sustainable Tourism and Outdoor Recreation (STOR) Committee. A full breakdown was included in the presentation within the meeting packet, and conversations related to signage at the airport will take place in the future. TAPP hoped to receive and begin spending the additional funding in May.

IFD Guerra stated that this would be a fiscally healthy approval decision, and that nothing indicates that this would be a bad decision. The Board asked CM Birnie to work with TAPP ED Norton on amending the contract for future consideration by the Board.

ADJOURN: Moved by Commissioner Houck, seconded by Commissioner Smith to adjourn the Local Marketing District Special Meeting. Motion carried unanimously. The Gunnison County Local Marketing District meeting adjourned at 11:12 am.

Jonathan Houck, Chairperson

Roland Mason, Vice-Chairperson

Liz Smith, Commissioner

Minutes Prepared By:

Katherine Haase, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 21-2**

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

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

WHEREAS, pursuant to C.R.S. § 42-4-106 the Board has the authority to impose restrictions as to the weight of vehicles operated upon highways under the Board's jurisdiction for a period not to exceed ninety (90) days in any one calendar years;

WHEREAS, pursuant to C.R.S. § 42-4-111 the Board has the authority to adopt temporary regulations as may be necessary to cover special conditions;

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

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

WHEREAS, to prevent further resource damage and deterioration of that portion of County Road 734, a temporary weight restriction has been recommended for the season beginning March 15, 2021 through May 15, 2021, or sooner if conditions allow;

WHEREAS, the Board acknowledges that it is necessary to ensure there is noninterference with the rights of property owners(s) and occupant(s) of adjacent lands; and

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

NOW, THEREFORE, BE IT RESOLVED, that a portion of County Road 734, located from the intersection of CR 734 and CR 317 (Gothic Road) to the end of winter maintenance at the CR 734 trailhead, is subject to the road weight restriction of a fifteen (15) ton load limit per vehicle beginning March 15, 2021 through May 15, 2021, or sooner if conditions allow; and

RESOLVED, that adjacent property owner(s) and occupant(s) of adjacent lands shall be subject to the road weight restriction of a fifteen (15) ton load limit per vehicle for that portion of County Road 734, located from the intersection of CR 734 and CR 317 (Gothic Road) to the end of winter maintenance at the CR 734 trailhead, beginning March 15, 2021 through May 15, 2021, or sooner if conditions allow.

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted this 2nd day of March, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 21-3**

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

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

WHEREAS, pursuant to C.R.S. § 42-4-106 the Board has the authority to prohibit the operation of vehicles and impose restrictions as to the weight of vehicles operated upon highways under the Board's jurisdiction for a period not to exceed ninety (90) days in any one calendar year;

WHEREAS, pursuant to C.R.S. § 42-4-111 the Board has the authority to adopt temporary regulations as may be necessary to cover special conditions and close a street or portions of it temporarily;

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

WHEREAS, that certain portion of County Road 38 that has deteriorated is located beyond the end of the asphalt beginning at the shooting range and stretching south to the Saguache County line;

WHEREAS, to prevent further resource damage and deterioration of that portion of County Road 38, temporary closure to the public has been recommended for the season beginning March 15, 2021 through May 15, 2021, or sooner if conditions allow;

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

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

NOW, THEREFORE, BE IT

RESOLVED, that a portion of County Road 38, located beyond the end of the asphalt beginning at the shooting range and extending south to the Saguache County line, shall be, and hereby is, temporarily closed to the public beginning March 15, 2021 through May 15, 2021, or sooner if conditions allow;

RESOLVED, that a portion of County Road 38, located beyond the end of the asphalt beginning at the shooting range and extending south to the Saguache County line, shall be, and hereby is, subject to the road weight restriction of a ten (10) ton load limit per vehicle beginning March 15, 2021 through May 15, 2021, or sooner if conditions allow; and

RESOLVED that there shall be, and hereby is, an exception for adjacent property owner(s) and occupant(s) of adjacent lands who are exempt from the closure to the public of that portion of County Road 38, however, those adjacent property owner(s) and occupant(s) of adjacent lands shall be subject to the road weight restriction of a ten (10) ton load limit per vehicle for that portion of County Road 38.

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted this 2nd day of March, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item:

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The attached contract reflects the amount approved in the 2021 Gunnison County budget.

Fiscal Impact: \$11,000

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 3/1/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 4/9/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/9/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 4/20/2021



**COMMUNITY BASED ORGANIZATION
2021 CHARGES FOR SERVICE APPLICATION**

Organization Name:	Gunnison Valley Health Foundation				
Address 1:	711 N. Taylor Street				
Address 2:					
City:	Gunnison	State:	Colorado	Zip Code:	81230
Telephone Number:	970-642-8400	Fax Number:			
Email Address:	jbirnie@gvh-colorado.org				
Contact Person(s):	Jennifer Birnie, Executive Director				

1. What is the amount of County funds requested? Please keep your request below \$12,000.
\$11,000

2. Provide specific information regarding what the County funds will be used for.

Healthcare priorities for Gunnison Valley Health (GVH) are informed by our community needs. GVH conducts a Community Health Needs Assessment (CHNA) every 3 years to identify local health and medical needs and to inform GVH priorities and plans of action to meet those needs. With respect to behavioral health, the 2019 needs assessment (published in January 2020) reported Gunnison County’s population to mental health provider ratio is worse than the state average, and suicide is the #7 leading cause of death in the county, up from the #8 cause in the 2013 CHNA (published in February 2014). With a per capita number of licensed professional counselors (LPC) of only ~46.5 per 100,000 residents (or, fewer than 1 LPC for every 2,000 residents), community members often experience waits of more than 4 weeks to access care, during which time a difficult situation may evolve into crisis.

The multi-year trends in the metrics of behavioral health underscore the critical need for improved behavioral healthcare services in the county. Suicide, along with substance abuse, alcohol abuse, and mental health have been flagged as significant needs in CHNAs since 2013, and while GVH has made some strides in addressing these needs (e.g., through non-clinical programs), significant service gaps remain.

In order to address the momentous behavioral health needs in Gunnison County, Gunnison Valley Health is in the process of launching a new Behavioral Health Department and we are requesting financial support of this new initiative. We will implement evidence-based models for rural mental health including the following:

- Integration into primary care**—Hire a licensed mental health practitioner that will reside in our outpatient Family Medicine Clinic where they will function as a team with medical providers and provide counseling services to patients that are unable to immediately access services through other providers in the community. This will also include the implementation of Medication Assisted Treatment (MAT).
- Telehealth**—Increase access to mental health care related to medication management and psychological evaluations through a telepsychiatry contract with HealthOne in Denver.
- Community Based Supports and Services**—Utilize an integrated behavioral health approach in which we support the needs of individuals through referrals for affordable housing, food security, opportunities for physical activity and social engagement. We will identify these needs through Social determinants screening at all entries into the healthcare system.
- Emergency leaders in Mental Health**—Connect community members to support and resources through the expansion of our Peer Support Specialist (PSS) program which is a non clinical approach that provides connection and prevents isolation. We also plan to develop a Peer Support Network to train community members on how to support those experiencing mental health and substance abuse challenges.

3. Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.

Gunnison Valley Health Foundation will define and measure success through a multi-pronged approach, including (1) realizing a reduction in the utilization of the Emergency Department (ED) for individuals experiencing a mental health crisis, (2) tracking diagnosis, access to mental health services, destination at time of release, and recidivism, (3) tracking measures of success for the Peer Support Network (PSN) program, and (4) ongoing reviews of PSS program participant satisfaction.

In recent years, GVH has served 120-150 individuals annually presenting in the ED with mental and/or behavioral health issues. As a result of the COVID-19 pandemic, we anticipate that the number of individuals served in this capacity will be higher in 2021. That said, one goal of the expansion of PSS program services is to alleviate some of this anticipated increase in distress and/or substance abuse that drive Emergency room (ER) visits among community members dealing with mental health challenges and we aim to see a year-over-year decrease in ER admissions of 20% in 2021. Currently, those admitted to the ER with behavioral health as a primary issue are dispatched home with a safety plan in 36% of cases, to the Montrose crisis intervention center in 37% of cases, to the Mind Springs hospital in Grand Junction in 23% of cases, and to jail in 4% of cases. While our first goal is to see declines in return admissions to the ER among PSS clients, tracking client destination upon discharge can provide some indication of patient improvement and program success (e.g., in the event of a return ER admission, PSS clients previously released to a clinical setting may be released home with a safety plan).

The Peer Support Network has several goals which can be tracked as measures of program success. One clear metric of the success of the PSN is in catching vulnerable community members and referring them for support before they present to the ER; this can be tracked through increased help-seeking behaviors. Such behaviors include attending outpatient therapy; an increase in clients using outpatient mental health services serves as another metric of PSN success, as well as the broader success of the PSS program.

Surveys distributed to PSN program participants and those served by the PSS program will also provide data points for tracking program successes. Surveys will assess awareness of resources, feelings of stigma when accessing mental health counseling, and perceptions of community connection and sense of membership or belonging; improvements in these areas will provide a measure of progress. Finally, the success of the PSN program over the long term can be measured by program growth -- the surest sign that program goals are being met.

Through a new and innovative staffing plan specifically for managing behavioral and mental health cases and coordinating integrated care, the new GVH Behavioral Health Department will provide immediate relief to our community's overburdened mental and behavioral health system and fill a critical gap in Gunnison Valley Health's ability to offer these services.

4. Please attach the following two documents to this application:

- a) Names and addresses of all Board members including designation of officers
- b) Budget detail for 2020 and 2021 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)
- c) 2020 Funding Report

Completed Application should be submitted to:

Electronic Submittal:

Adobe PDF Format
Kelly Weak, Accountant
kweak@gunnisoncounty.org

Mailed Submittal:

Gunnison County Finance
Attn: Kelly Weak
200 E. Virginia Ave.
Gunnison, CO 81230

Submittal Deadline:

November 30, 2020

Foundation Board of Directors 2020

Name	Address	email	phone
Marla Covey	PO Box 93, Crested Butte, CO 81224	mandrincb@mac.com	970-209-9139
Cathy Steinberger	PO Box 544, Crested Butte, CO 81224	cathyonelk@gmail.com	970-275-6257
Lucy Zavala	PO Box 1356, Crested Butte, CO 81224	lyzavala@msn.com	970-275-2916
Dr. John Tarr, President	1084 Seneca Dr. Gunnison, CO 81230	gucbiker@gmail.com	970-641-4092
Shelley Jansen, Vice President	374 Monte Vista Dr. Gunnison CO 81230	siansen@western.edu	970-943-2101
Alisa Corey, Treasurer	805 W. Tomichi suite C, Gunnison, CO 81230	alisac@mtnwst.com	720-934-5827
Martina Walton, Secretary	PO Box 2483, Crested Butte, CO 81224	martinaw208@gmail.com	406-579-5721
Carol Spector	157 Spring Meadows Trail, Gunnison, CO 81230	cspector@unm.edu	505-247-3025
Sarah Otero	PO Box 3387, Crested Butte, CO 81224	Sarah.h.otero@gmail.com	970-596-4347
Laura Calvin	18 Birdie Way, Crested Butte, CO 81224	laura.a.calvin@gmail.com	979-229-9235
Megan Mensing	530 Apache Rd, Gunnison, CO 81230	mmensing@gvh-colorado.org	719-406-2072
Rob Santilli, GVH CEO	711 N. Taylor St. Gunnison, CO 81230	rsantilli@gvh-colorado.org	970-641-7231
Mark VanderVeer, GVH CFO	711 N. Taylor St. Gunnison, CO 81230	mvanderveer@gvh-colorado.org	970-642-4760

Foundation Staff

Tammy Scott	711 N. Taylor St. Gunnison, CO 81230	tscott@gvh-colorado.org	970-901-8497
Jennifer Birnie	711 N. Taylor St. Gunnison, CO 81230	jbirnie@gvh-colorado.org	970-901-0479

Gunnison Valley Health Foundation
Statement of Financial Income and Expense
January through November 2020

	Jan - Nov 20
Ordinary Income/Expense	
Income	
43475 · Medical Student Program Refund	0.00
44600 · Scholarship Fund	95,702.17
43300 · Direct Public Grants	
43310 · Corporate and Business Grants	8,000.00
43340 · Nonprofit Organization Grants	55,976.00
43300 · Direct Public Grants - Other	0.00
Total 43300 · Direct Public Grants	63,976.00
43400 · Direct Public Support	
43465 · Board Member Contributions	0.00
43455 · High Peaks Contribution	9,989.64
43450 · Individ, Business Contributions	129,327.40
43460 · Legacies and Bequests	2,195.00
Total 43400 · Direct Public Support	141,512.04
44500 · Government Grants	
44540 · State Grants	0.00
44500 · Government Grants - Other	0.00
Total 44500 · Government Grants	0.00
45000 · Investments	
45060 · Gain/Loss Investment	125,046.21
45040 · Interest Income	192.33
45020 · Dividends	27,205.93
45050 · Other Investment Revenue	1,873.44
Total 45000 · Investments	154,317.91
47200 · Program Income	0.00
49000 · Special Events Income	
49010 · Special Events Contributions	0.00
Total 49000 · Special Events Income	0.00
Total Income	455,508.12
Gross Profit	455,508.12
Expense	
63000 · Scholarship Fund Expense	4,700.00
62700 · Public Grants	87,008.30
65330 · Meals/Entertainment	336.28
62145 · Merrill Lynch Advisory Fees	11,576.12
67000 · Grateful Patient Program	284.96
62100 · Contract Services	
62160 · Grant Writing Services	3,942.50
62140 · Legal Fees	0.00
62150 · Outside Contract Services	0.00
62100 · Contract Services - Other	900.00
Total 62100 · Contract Services	4,842.50
62800 · Facilities and Equipment	
62890 · Rent, Parking, Utilities	0.00
Total 62800 · Facilities and Equipment	0.00

Gunnison Valley Health Foundation
Statement of Financial Income and Expense
January through November 2020

	Jan - Nov 20
64000 · Fundraising Expenses	
64500 · Auction	0.00
64100 · Capital Project Fundraising	0.00
64200 · General Fundraising	4,785.32
64300 · Publicity Events	0.00
64000 · Fundraising Expenses - Other	0.00
	4,785.32
Total 64000 · Fundraising Expenses	4,785.32
65000 · Operations	
65125 · Dues	17.00
65110 · Advertising Expenses	0.00
65140 · Banking fees	25.00
65010 · Books, Subscriptions, Reference	193.85
65120 · Credit Card Fees	2,123.79
65020 · Postage, Mailing Service	286.85
65030 · Printing and Copying	195.00
65040 · Supplies	47.70
65050 · Telephone, Telecommunications	0.00
65300 · Travel and Meetings	
65310 · Conference, Convention, Meeting	-282.66
65300 · Travel and Meetings - Other	0.00
	-282.66
Total 65300 · Travel and Meetings	-282.66
Total 65000 · Operations	2,606.53
65100 · Other Types of Expenses	
65159 · High Peaks Employee Club	3,552.69
65171 · Community Outreach	3,662.31
65150 · Contributions to GVH	255.27
65155 · Contributions to SCC	
65156 · Contr. to Hospice & PC	33,573.70
	33,573.70
Total 65155 · Contributions to SCC	33,573.70
65190 · Donations to the Community	0.00
65180 · GVH Employee Recognition	697.87
65175 · GVHS Staff Development	0.00
65160 · Other Costs	0.00
65100 · Other Types of Expenses - Other	0.00
	0.00
Total 65100 · Other Types of Expenses	41,741.84
Total Expense	157,881.85
Net Ordinary Income	297,626.27
Other Income/Expense	
Other Income	
43440 · Gifts in Kind - Goods	0.00
	0.00
Total Other Income	0.00
Other Expense	
70000 · In Kind Contribution	0.00
	0.00
Total Other Expense	0.00
Net Other Income	0.00
Net Income	297,626.27

Gunnison Valley Health Foundation
Balance Sheet
As of November 30, 2020

	Nov 30, 20
ASSETS	
Current Assets	
Checking/Savings	
10025 · Money Market - Restricted Funds	441,111.04
10000 · Bank of the West	135,450.94
10100 · Merrill Lynch Investments	
10160 · Account 03027 - GVH VanTuyl 50%	297,954.23
10150 · Account 03026 - Endowment	184,442.17
10140 · Account 03023 - SCC Van Tuyl	902,364.55
10130 · Account 02789 - General Account	678,085.51
10120 · Account 02561 - SCC Van Tuyl	167,270.44
10110 · Account 02551 - Hospice	254,108.24
Total 10100 · Merrill Lynch Investments	2,484,225.14
Total Checking/Savings	3,060,787.12
Other Current Assets	
11100 · Deposits	1,572.00
Total Other Current Assets	1,572.00
Total Current Assets	3,062,359.12
Fixed Assets	
15100 · Fixed Assets	
15110 · Capitalized Software	16,654.00
15150 · Accum. Deprec. on Cap. Software	-16,654.00
Total 15100 · Fixed Assets	0.00
Total Fixed Assets	0.00
Other Assets	
13000 · Donated Art	20,370.00
Total Other Assets	20,370.00
TOTAL ASSETS	3,082,729.12
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
23000 · Deferred Event Income	15,400.00
Total Other Current Liabilities	15,400.00
Total Current Liabilities	15,400.00
Total Liabilities	15,400.00
Equity	
32000 · Net Assets	2,769,702.85
Net Income	297,626.27
Total Equity	3,067,329.12
TOTAL LIABILITIES & EQUITY	3,082,729.12



**Funding Recipient Project Report
Calendar Year 2021**

Name of Funding Recipient: _____

Dollar Value of County Funds Awarded: _____

Funding Recipient's Total 2021 Annual Budget: _____

Other Funding Sources (please list source names and amounts received): _____

Percentage of Annual Budget Funded by the Other Funding Sources Listed Above: _____

How the County Funds Were Spent: _____

Number of Clients Assisted during the Funding Year: _____

Customer Results Achieved via the County Funds: _____

How Your Customer Results Were Measured: _____

Submit this report to **one** of the following by October 1, 2021. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT (“Agreement”) made effective the 1st day of January, 2021, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein “Gunnison County”) and Gunnison Valley Health Foundation, whose address is 711 N. Taylor Street, Gunnison, Colorado 81230 (herein “Contractor”).

RECITALS

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

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

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2021, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Contractor agrees to submit a final project report in January of 2022 using the form identified as Appendix B that will identify how Contractor has fulfilled the following strategic result:

Execution of this Agreement will assist the County with its Promote Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Eleven Thousand and No/100 U. S. Dollars (\$11,000.00). Quarterly payments will be distributed by the County upon submittal of appropriate documentation.

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

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement that Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars (\$387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars (\$1,093,000.00).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars (\$387,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Ninety-Three Thousand and No/100 U.S. Dollars (\$1,093,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of

Gunnison County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever.

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. INDEMNIFICATION.

Contractor agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement.

This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination or expiration.

8. DISCRIMINATION.

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

9. IMMIGRATION COMPLIANCE CERTIFICATION.

- a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification

Program administered by the Social Security Administration and Department of Homeland Security.

- d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.
- e. Contractor agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

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

11. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. DELEGATION AND ASSIGNMENT.

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

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Gunnison County
200 E. Virginia
Gunnison, Colorado 81230
Phone: 970-641-0248

With a copy to: Board of County Commissioners
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17. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements,

proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

CONTRACTOR

By: _____

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

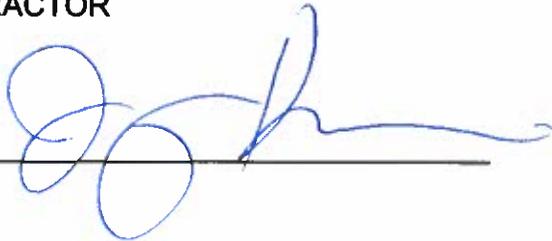
By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

CONTRACTOR

By: _____



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application: Gunnison County Substance Abus

Action Requested: Other Consent no signature required

Parties to the Agreement: Met Rec

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Scholarship funding application for Met Rec Community Collaboration Grants.

Fiscal Impact: \$4,000

Submitted by: Emily Mirza

Submitter's Email Address: emirza@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

GCSAPP activities received the same award last year. The funds help with the Choice Pass program. Matching funds come from other grant sources, no cost to County.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 4/16/2021

County Attorney Review:

Required

Not Required

Comments:

Reveiwed by:

Discharge Date: 4/14/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/16/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/20/2021

Community Collaboration Grant

APPLICATION

General Information	
Applicant Entity/Organization	Gunnison County Substance Abuse Prevention Project
Mailing Address	200 E. Virginia Ave
Lead Contact	Emily Mirza
Title	Youth Programming Coordinator
Telephone	970-641-7612
E-mail	emirza@gunnisoncounty.org
Project Title Grant Request	Choice Pass Program Scholarships
Amount	\$4,000
Matching Funds	\$6,100
Total Project Cost	\$10,100

PROJECT DESCRIPTION (300 words max.) -Please describe in detail the program or project. Be sure to explain how the project/program provides a recreational outlet for the area's residents. Provide the project/program's timeline (anticipated start/end times). (10 pts)

Choice Pass (CP) is one of the programs housed under the Gunnison County Substance Abuse Prevention Project (GCSAPP), a community coalition working to reduce substance use and support healthy outcomes for youth and families. CP is a substance abuse, bullying, and suicide prevention program for Gunnison County 6th-12th grade youth. Youth and parents make a pledge together each fall. Youth to remain substance free and make healthy choices and parents to be supportive through adolescence. Youth gain access to 40 discounts including a discounted ski pass, Rec Center pass, and access to leadership/recreation opportunities. Youth are celebrated and recognized in our community each time they use a perk for making healthy choices. A goal of GCSAPP and CP is to build protective factors including increasing access to learning, playing, and recreating in safe and equitable environments. Funding will be utilized for scholarships for CP youth to engage in healthy activities. The program timeline is the 2021/2022 school year with scholarship applications due the end of October, reviewed by the CP committee, and awarded the first week of November.

2. NEED (300 words max.) -Please describe how you determined the need for this project/program. Please demonstrate the necessity of Community Collaboration Grant funds in order to achieve the project/program goals. (25pts)

Under the umbrella of CP is the scholarship program. Annually, CP enrolls 500 youth. Despite the discounts, many families in CP still face financial barriers, the scholarship program helps reduce this burden. CP youth are eligible to apply for scholarships each fall to support access to healthy activities such as ski passes, school sports, dance, avalanche classes, art, hockey and recreation/leadership programming. This past year we received the highest number of applications and awarded 53 youth with scholarships. We saw an increased number of applications for higher dollar amounts due to other local agencies not providing scholarships and/or having increased requests. This increase was primarily due to COVID-19 resulting in financial hardships faced by many families. Signing up for CP is free, but with 500 youth enrolled we want to offer economically challenged and disadvantaged youth the chance for financial assistance to access recreational outlets, healthy activities and the gear/equipment to participate.

GHS Student, Scholarship Recipient

“Colorado is a beautiful state full of many things that can be explored or experienced by the public. It is thanks to CP that I have the chance to go out and experienced these things first hand. Without CP and the scholarship as an option I not would have be able to go out and have these experiences like skiing. Therefore, it is very important and has a lot meaning, considering it allows to experience what beautiful Colorado has to offer along with the Gunnison community. I have the privilege of going out with friends and family while keeping healthy thanks to CPs encouragement. It really means a lot to be able to do these things and I would not be able to do them otherwise. It is a fact that CP has been a positive impact on my life and its impact truly means so much.”

3. OUTCOMES (300 words max) -Demonstration of positive outcomes for program participants or project users. If you’re requesting funds for an existing program, how has the program impacted participants in the past? If you’re requesting funds for a new project/program, please provide clear project goals and describe how you will measure the success of the program/project? (20pts)

The goal of the CP is to engage and educate 6th-12th grade youth in positive development activities, to help create a tool for youth and parents to encourage healthy behaviors and open communication, create a platform for recognizing and celebrating the youth in our community, and create a caring network of community members. One barrier to this program is financial ability to engage in some of the perks of the CP program, thus the scholarship program. Youth who participate in prosocial and recreational activities build skills in healthy decision making, resiliency, self-advocacy and have the opportunity to build relationships with trusted adults and peers in the community. Thus, buffering the effects of adversity and lowering engagement in risky activities. Many CP scholarship recipients would not have the financial ability to access our communities’ vast recreational outlets and healthy activities. In addition, CP scholarship

recipients indicate the ability to spend increased time with family and friends while engaging in healthy activities.

4. ACCESS (300 words max.) -Demonstration of the breadth of the population served and the project/program's reach into underserved segments of the greater Gunnison Valley community. Please also describe how many residents are expected to benefit from the project/program and if possible, detail the anticipated demographics of those residents. (15pts)

Our goal is to provide up to 50 youth with scholarships in order to increase access to healthy activities and outdoor recreation/ leadership opportunities. There are over 500 youth and 350 parents enrolled in the program. Approximately, 5% of CP youth are Latino, 1.5% are American Indian, and 2.5% identify as multiple races. 6% are homeschool or online students. According to Kids Count CO, 23% of youth enrolled in the Gunnison Watershed RE1-J school district qualified for free/reduced lunch in 2019. Youth whose parents can provide documentation of financial need such as free/reduced lunch, pay stub, Medicaid, or food stamps receive scholarship priority.

In the 2020/2021 school year 9% of the scholarships were awarded to youth who identify as Hispanic. 28% of youth awarded provided documentation of financial need including parental pay stubs, documentation of a loss of parental employment due to COVID, and Medicaid and CHP+ cards. This past year we allowed families to write a statement of need if they did not qualify for governmental financial assistance but may have seen loss of job or income due to COVID-19, had four children all engaging in recreational activities, or it was burdensome to access government documents. We intend to allow a government documents or statement of need for the coming year.

In addition, to increase access to school-based activities and sports CP works in collaboration with the Gunnison Middle School to allow CP pass holders to apply for funds to cover school-based activities like sports, band, or ski days.

5. ALIGNMENT (200 words max.) -Demonstration of alignment with the District's 2020 Recreation Strategic Plan.(10 pts)

Youth, low socioeconomic status families, and Spanish speaking families face some of the largest barriers to access outdoor recreation in the Gunnison Valley. The CP scholarship program aligns with *Action Item 3 – Increased Access to Recreation* to help reduce these barriers. The goal of the scholarship program is to provide financial support to access healthy activities, outdoor recreation and the gear/equipment for CP youth. In addition, CP aligns with *Action Item 4 – Community Collaboration*. One of the cornerstones of CP is partnering with over 40 local business and youth serving agencies to recognize and celebrate our young people's healthy choices.

6. VISIBILITY (100 words max.) -If funded, how will you recognize the District's support? (5 pts).

Funders and business support partners are listed on the CP website at www.choicepass.net. Annually, funders, donors, and business support partners are recognized in the Gunnison

Country Times and Crested Butte News. Posts on the Choice Pass and GCSAPP Facebook pages and Choice Pass Instagram are made recognizing our funders.

7. BUDGET-Please provide a project budget and budget narrative(no more than 1page)as a separate document. Budget narrative is to be no more than 200 words.(15 pts)

CP is requesting \$8,000 to support 2020/2021 scholarships needs for up to 50 CP youth. Currently, CP has a 31% match in hand for the total program costs.

- 25 youth @ \$200 equipment/gear rental and/or \$140 for recreation activity costs
 - \$340 per youth
 - TOTAL = \$8,500
- 25 youth @ \$50 for recreational activity costs
 - \$50 per youth
 - TOTAL = 1,250
- **Scholarship TOTAL = \$9,750**

Budget		
Fundraising	Portion allocated for scholarships	\$2,000
In-Kind Equipment Donations	Gene Taylor and Christy Sports x 8 rentals @ \$200 ea.	\$1,600
Daniels Fund Request		\$2,500
Met Rec Request		\$4,000
TOTAL		\$10,100

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; MGT of America Consulting, L

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This cost-share analysis takes place every year. This plan allows the County to apply for grants and receive reimbursement for administrative costs based on this plan's analysis.

Fiscal Impact: \$5,575

Submitted by: Juan Guerra

Submitter's Email Address: jguerra@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 4/1/2021

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 4/13/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/15/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/20/2021

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The term of this Agreement shall commence on the date first set forth above and shall terminate on August 31, 2021, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Sound Infrastructure and its Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed five thousand five hundred seventy-five and No/100 U. S. Dollars (\$5,575). Payment shall be made by Gunnison County to Contractor within 30 days of receipt of an invoice.

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

(IF THE TERM IS FOR MORE THAN 1 YEAR: This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to paragraph 14 of this Agreement.)

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement that Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars (\$387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars (\$1,093,000.00).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars (\$387,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Ninety-Three Thousand and No/100 U.S. Dollars (\$1,093,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

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

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. INDEMNIFICATION.

Contractor agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement.

This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination or expiration.

8. SOLE SOURCE CONTRACTS. (ONLY USE ON CONTRACTS \$100,000 or more.)

If the Contractor has entered into a sole source contract or contracts with the State of Colorado or any of its political subdivisions as defined in Article XXVIII of the Colorado Constitution which including this contract in the aggregate on an annual basis are equal to or exceed the amount of \$100,000, then the following provisions apply:

- a. Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, Contractor, on behalf of itself, any person who controls ten percent or more of the shares of or interest in the Contractor, and the Contractor's officers, directors and trustees (collectively, the "Contract Holder") shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Contractor Holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.
- b. The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a

ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.

- c. The parties agree that if a Contract Holder intentionally violates sections 15 or 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages that Contract Holder shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years.
- d. These provisions shall not apply to the extent they have been enjoined or invalidated by a court of competent jurisdiction.

9. DISCRIMINATION.

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

10. IMMIGRATION COMPLIANCE CERTIFICATION.

- a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.
- d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.
- e. Contractor agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

11. ADA COMPLIANCE.

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

12. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in Exhibit A.

15. NOTICES.

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

Gunnison County: County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230
Phone: 970-641-0248

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

Contractor: MGT of America Consulting, LLC
Attn: Michelle Garrett
4320 West Kennedy Blvd.
Tampa, FL 33609
EIN: 81-0890071

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

16. GOVERNING LAW.

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

17. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

18. ENTIRE AGREEMENT.

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

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

19. PUBLIC RECORD

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

CONTRACTOR

By: _____

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

Project Deliverables
1. A Final 2 CFR Part 200 cost allocation plan based on actual costs. This cost plan will allow the County to recover indirect costs from federal and state programs such as Human Services programs administered through CDHS.
2. A Final 2 CFR Part 200 cost allocation plan Human Services Reimbursement Schedule. This schedule will be submitted to CDHS along with the 2 CFR Part 200 cost allocation plan for reimbursement of costs.
3. Final 2 CFR Part 200 cost allocation plan Management and Trend Report. These reports can be utilized to help analyze the cost allocation plan data in a more manageable format (after two years of data comparisons can be shown).
4. Negotiation of the 2 CFR Part 200 cost allocation plan with federal and/or state officials if those officials request such negotiation.
5. Continuous training, guidance and assistance on applying the cost allocation plan. Examples of applications include analyzing unit costs, reviewing operational data for trends and efficiencies and as a component of user fees.
6. Analysis of areas where the potential exists for the County to recover additional direct or indirect costs.

SCOPE OF SERVICES

JANUARY 10, 2021



Submitted by:

R. MICHELLE GARRETT
MANAGER

8200 S. QUEBEC, SUITE A3 #184
CENTENNIAL, CO 80112

303-807-6331
mgarrett@mgtconsulting.com

2 CFR PART 200 COST ALLOCATION PLAN

GUNNISON COUNTY, COLORADO



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COST ALLOCATION PLAN SCOPE OF SERVICES

EXPERIENCE / QUALIFICATIONS

MGT OF AMERICA CONSULTING, LLC

MGT of America Consulting, LLC (MGT) is a national research and management consulting firm specializing in providing management and financial services to government clients. Founded in 1974, MGT is a limited liability company owned by the current and retired partners, principals, and consultants of the firm. The advantage of this ownership structure to our clients is that every member of the firm has a vested interest in the successful completion of every project, for every client.

MGT FINANCIAL SOLUTIONS GROUP

The MGT Financial Solutions Group provides cost allocation plan preparation, user fee study and indirect cost rate calculation services to government entities in over 30 states including Colorado.

In the past five years, our consultants have prepared more than 300 hundred cost allocation plans and studies for cities, and counties ranging in population from a few thousand to over three million. Additionally, MGT financial solutions consultants have successfully completed several thousand user fee studies, cost allocation plans, and related studies for cities and counties in the past 30 years as consultants with MGT or as consultants with other firms.

Our proposed Project Director, Ms. Erin Payton, and our proposed Project Consultant, Ms. Michelle Garrett, successfully provide cost allocation services to over thirty other Colorado cities and counties as well as for cities and counties across the U.S.

EXPERIENCE IN COLORADO

The following table is a list of Colorado clients currently, or recently, receiving cost allocation, indirect cost rate calculation or use fee study services from MGT Financial Services consultants.

Adams County	City and County of Denver	Elbert County
Arapahoe County	City of Colorado Springs	Fremont County
Archuleta County	City of Durango	Garfield County
Boulder County	City of Rifle	Gilpin County
City and County of Broomfield	City of Loveland	Grand County
Cañon City	City of Westminster	Gunnison County
City of Boulder	Crowley County	Jefferson County
City of Brighton	Delta County	LaPlata County
City of Centennial	Douglas County	Larimer County
	Eagle County	Mesa County

Moffat County	Park County	Summit County
Montrose County	Pitkin County	Teller County
Otero County	Rio Blanco County	Town of Castle Rock
Ouray County	Routt County	

The current experience from annually serving more than 30 Colorado cities and counties means the County will receive much more than capability from the proposed project consultants. The County will also receive the following beneficial information.

- ◆ Current events in other Colorado cities and counties.
- ◆ How other Colorado cities and counties are applying cost allocation.
- ◆ Current trends in budgeting in other Colorado cities and counties.
- ◆ Cost allocation best practices from other Colorado cities and counties.
- ◆ Fresh ideas gleaned from situations in other Colorado cities and counties.

2 CFR PART 200 COST ALLOCATION PLAN

States, and many state agencies, counties, and cities provide services that include administrative and support expenditures allowable for federal and/or state and/or interfund reimbursement. Under 2 CFR Part 200 guidelines, which are now codified in the Code of Federal Regulations (CFR) as 2 225 CFR, local governments may be reimbursed for these administrative and support expenditures if they are documented in a cost allocation plan and indirect cost rates that are compliant with the principles contained in the Circular. It can be generalized that a 2 CFR Part 200 compliant cost allocation plan is applicable to external purposes such as recovering indirect costs on federal and state grants and awards, and internal purposes such as charging administrative and support costs incurred to non-General Funds.

Colorado is one of the states that tasks counties with operating and administering Human Services programs. In general terms, the state funds 80% of the cost of these programs with the counties funding the remaining 20% of the cost.

The state recognizes that there are administrative, or support costs incurred by the counties in addition to the actual program costs. Examples of administrative or support costs include Accounting, Human Resources, and Procurement. The state reimburses counties approximately 32% of these administrative costs associated with operating Human Services programs.

Counties must file a 2 CFR Part 200 compliant cost allocation plan annually to receive this reimbursement. Annual cost allocation plans are submitted to the Colorado Department of Human Services (CDHS) on or before June 30 (or by negotiated extension). Subject to audit, the state reimburses the counties on a quarterly basis.

In addition to reimbursement from CDHS, Colorado counties may use a 2 CFR Part 200 cost allocation plan to document and support indirect cost reimbursement requests from agencies such as CDOT as

well as for transfers for administrative and support services from non-General Funds to the General Fund.

COST ALLOCATION PLAN PREPARATION

METHODOLOGY

We utilize a cost allocation plan methodology that incorporates years of experience applying 2 CFR Part 200 principles into a systematic, yet flexible, multi-step approach to raise the accuracy and acceptance of cost allocation plan results. This methodology has been reviewed and accepted by state agencies, federal cognizant agencies, internal auditors, and external auditors in multiple states, including Colorado.

SPECIFIC PHASES AND TASKS

The following four-phase work plan has been refined over many years to provide a methodology that produces compliant cost allocation plans with minimal disruption to our client's workload.

Phase 1 – Meetings with County Personnel and Data Collection

- ◆ Meet with key County personnel including Finance and Health and Human Services. This meeting will refine project objectives, establish the final project schedule, and identify potential pitfalls. We will review our project approach with meeting participants and make sure that all involved personnel fully understand how the cost allocation plan will be developed and adopted, as well as conform to the County's desired outcomes. We will also request from the County source financial and operational data at this time.
- ◆ We will then determine appropriate net allowable costs, including labor, for each central service (centralized administrative or support) department or division (such as accounting, human resources, and information technology) while also identifying the primary services (or functions) provided and the recipients of those services. We will also determine jointly with department personnel, optimal allocation bases or metrics to distribute the identified service costs.

Phase 2 – Process Draft Cost Allocation Plan

- ◆ Based on each central service department's identified services, corresponding net costs, service recipients, and allocation base or metric, we will process a draft cost allocation plan. This draft plan will be reviewed and refined based on several quality assurance activities. Our proprietary cost allocation software will be used to process the cost allocation plan.

Phase 3 – Review Draft Results with County Personnel

- ◆ After the draft cost allocation plan is prepared and reviewed internally, our consultants will review the results with County personnel from Finance and key central service and receiving departments such as Human Services, Health, Road and Bridge and other grant funds, and special revenue or enterprise funds. Inconsistencies will be reconciled, new data obtained as required, and the draft cost allocation plan and indirect cost rates (if applicable) will be revised as necessary.

Phase 4 – Finalize Results and Provide On-going Assistance

- ◆ After Finance and other key department personnel have approved the final cost allocation plan, we will prepare supplemental schedules, management reports, compliance verbiage, and certifications as necessary or requested.
- ◆ Deliver two printed and electronic cost allocation plans to the County, as well as electronic copies of all supporting documentation, including comparison and trend reports, as requested. We will also assist County staff integrate the cost allocation plan and indirect cost rates (if applicable) into the County's financial and operational systems.
- ◆ Assist in submitting the final cost allocation plan to the Colorado Department of Human Services.
- ◆ Provide negotiation, audit defense, and technical assistance on an on-going basis to County personnel. We will be available and responsive to County personnel throughout the year to answer questions or provide information.
- ◆ Should the cognizant agency not approve the plan or rates, we will modify the analysis until accepted.

ESTIMATED SCHEDULE

The estimated schedule for completing the cost allocation plan is approximately 90 days. Annually, the project would begin around the first part of March and conclude with submittal to the County and to CDHS on or before June 30. This time frame assumes necessary data is provided in a timely manner in a usable format. This timeframe is flexible and can be modified to meet external and internal deadlines.

COUNTY SUPPLIED ASSISTANCE

We are flexible in the level of involvement of County personnel. County personnel can work very closely with the project team and be actively involved in every step of the process or can be moderately involved in the project and defer the day-to-day project details and data collection to the consultants. Either approach, or an in-between hybrid approach, will lead to the same successful project results.

Ideally the County will designate a project manager to serve as a liaison between the County and the project team. The County's project manager will provide institutional knowledge to the project team, provide centralized data such as expenditure and salary reports, and schedule initial meetings with the various departments. The time requirement for this individual is minimal.

In addition to the County's project manager, the project will request a department liaison from each allocating, or support, department. Ideally, these department liaisons will be familiar with the operations and personnel within the department they represent. The time requirement for these individuals is minimal.

We estimate that County personnel should spend no more than **2 to 4 hours** on the project, with the exception of the County's project manager. This person's time is totally dependent on the amount of involvement in the project he/she wishes to devote to it. That individual might want to participate in all

aspects of the project. Most project managers participate in selected interviews and all review sessions, in which case their involvement could be **10 to 20 hours** over the course of the project.

Department personnel primary involvement in the project will provide our team with information based on three broad questions.

1. What services does your department provide?
2. How are these services provided?
3. Which departments receive these services?

Department personnel are also asked to review and validate inputs and/or draft results.

PROJECT DELIVERABLES

The County will receive from MGT consultants the following services:

Project Deliverables	
1.	A Final 2 CFR Part 200 cost allocation plan based on actual costs. This cost plan will allow the County to recover indirect costs from federal and state programs such as Human Services programs administered through CDHS.
2.	A Final 2 CFR Part 200 cost allocation plan Human Services Reimbursement Schedule. This schedule will be submitted to CDHS along with the 2 CFR Part 200 cost allocation plan for reimbursement of costs.
3.	Final 2 CFR Part 200 cost allocation plan Management and Trend Report. These reports can be utilized to help analyze the cost allocation plan data in a more manageable format (after two years of data comparisons can be shown).
4.	Negotiation of the 2 CFR Part 200 cost allocation plan with federal and/or state officials if those officials request such negotiation.
5.	Continuous training, guidance and assistance on applying the cost allocation plan. Examples of applications include analyzing unit costs, reviewing operational data for trends and efficiencies and as a component of user fees.
6.	Analysis of areas where the potential exists for the County to recover additional direct or indirect costs.

COLORADO-BASED CONSULTANTS

MS. ERIN PAYTON, PROJECT DIRECTOR

Ms. Erin Payton will serve as the Project Director for this engagement. In this role Ms. Payton will oversee the project, review formal status reports to County staff, ensure the project stays on schedule, and assist in presenting final project results as needed. Ms. Payton will also work as a consultant on this project, providing support to the Project Manager in any way that is needed.

Ms. Payton is a Director with MGT and brings exceptional organizational and interpersonal skills to this study. She has more than 30 years of experience providing public-sector consulting services and manages our West Coast cost plan and user fee practice. She has a background in local government consulting focusing on cost allocation development, user fee rate calculations, and jail rate studies. She is the one of the most experienced cost analysts in the western United States, having completed more than 200 cost plan and user fee studies for local governments. Prior to joining MGT, she was a senior manager and director for management consulting firms PRM, Maximus, and DMG.

MS. MICHELLE GARRETT, PROJECT MANAGER

Ms. Garrett will serve the County as Project Manager. In this role, she will have participation in day-to-day activities such as meeting with department personnel, collecting data, processing data, reviewing draft calculations with the Project Director and preparing final documents.

Ms. Garrett has over fifteen years of professional consulting experience working with local governmental agencies. She has worked with dozens of jurisdictions including many cities and counties in Colorado. Ms. Garrett has led and managed numerous consulting projects involving project initiation and planning, managing the claiming project, collecting and analyzing data as a result of interview and training sessions, performing quality assurance on deliverables, and project close out.

MS. ELLIE HENNES, CONSULTANT

Ms. Hennes will serve the County as Consultant. In this role, she will have participation in day-to-day activities such as meeting with department personnel, collecting data, processing data, reviewing draft calculations with the Project Manager and preparing final documents.

Ms. Hennes is a Consultant with MGT and has 5 years of experience in public sector financial consulting. Her range of experience includes Full Cost and 2 CFR Part 200 cost allocation plans, indirect cost rate proposals, and jail rate studies.

Detailed consultant resumes will be provided upon request.

PROJECT FEE

MGT will provide the proposed deliverables for the following fixed, all-inclusive guaranteed maximum fee. This fee contains all direct and indirect costs including meetings, document production, etc.

Project Description	Total Fees
FY20 2 CFR Part 200 Compliant Completed in 2021	\$5,575

Progressive payments based on achieved milestones can be requested.

Additional services may be provided at the request of the County at the hourly rates listed below:

MGT Professional Staff	Hourly Billing Rates
Project Executive	\$ 220
Project Manager	\$ 185
Cost Allocation Consultant	\$ 170
User Fee Consultant	\$ 135
Project Analyst	\$ 130

REFERENCES

Although three references are included in our proposal, any client could serve as a reference. Contact data for all Colorado clients can be provided upon request.

These three references are for current MGT cost allocation clients receiving services from the MGT consultants proposed for the County.

ADAMS COUNTY	CITY AND COUNTY OF DENVER	ELBERT COUNTY
Mr. Kevin Campbell Senior Accountant 720.523.6298 kcampbell@adcogov.org	Ms. Rachel Bardin Grants Manager 720.913.5538 Rachel.Bardin@denvergov.org	Ms. Michelle Schrote, CPA Finance Manager 303.621.3133 Michelle.schrote@elbertcounty-co.gov

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Statement of Work Agreement; Gunnison County Depar

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Agreement for Child Fatality Prevention Review

Fiscal Impact:

Submitted by: Randy Morgan for Joni Reynolds

Submitter's Email Address: rmorgan@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

This will be revenue into Community Health. One of the staff nurses will do the work involved in the case reviews.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 4/13/2021

County Attorney Review:

Required

Not Required

Comments:

Discussed with Randy - last sentence of Section VII says non-compliance by us as contractor allows CDPHE to exercise its "rights under this contract" but nowhere is there indication of what those are (i.e.: not receiving next installment, paying penalty, repayment of funds received to date etc.). I'd suggest that information be confirmed. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 4/9/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/15/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/20/2021

STATEMENT OF WORK

I. Entity Name:

II. Project Description: This project serves to support the Child Fatality Prevention Act (Article 20.5 of Title 25, Colorado Revised Statutes), which is a statewide, multi-agency effort to prevent child deaths. Pursuant to C.R.S. § 25-20.5-404-405, local public health agencies, or agencies designated by local public health agencies, are required to establish and coordinate multidisciplinary, local child fatality prevention review teams (local teams). The purpose of the local team is to conduct systematic, comprehensive, multidisciplinary reviews of child deaths to better understand how and why children die. The child fatality review process uses a public health approach to identify trends and patterns, to take action, to improve systems, and to implement strategies that may prevent future deaths from occurring.

This project benefits the State of Colorado by helping the people of Colorado understand the incidence and causes of child fatalities and therefore encourage public action to prevent further child fatalities. Additionally, the project benefits the State of Colorado by identifying services provided by public, private, and nonprofit agencies to children and their families that are designed to prevent, and that are effective in preventing, child fatalities; identifying gaps or deficiencies that may exist in the delivery of services provided by public, private, and nonprofit agencies to children and their families that are designed to prevent child fatalities; and making recommendations for, act as a catalyst for, and implement any changes to laws, rules, and policies that will support the safe and healthy development of the children in this state and prevent future child fatalities.

III. Definitions:

1. CDPHE – Colorado Department of Public Health and Environment
2. CFPS – Child Fatality Prevention System
3. CRS – Case Reporting System
4. FTP – File Transfer Protocol
5. SUID – Sudden Unexpected Infant Death

IV. Work Plan:

Goal #1: Create healthy, thriving and resilient communities by preventing child deaths in Colorado due to unintentional injury, homicide, motor vehicle incidents, child abuse and neglect, SUID, suicide, and undetermined causes.	
Objective #1: No later than the expiration date of this contract, advance a comprehensive understanding of the circumstances of individual child deaths in Colorado and support equitable strategies at the individual, community, and societal levels to prevent future deaths.	
Primary Activity #1	The Contractor shall conduct individual, case-specific, multidisciplinary reviews of all child fatalities assigned to the local team based on coroner jurisdiction.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall access the Death Certificate FTP website on a weekly basis to obtain death certificates for each child fatality case assigned to the local team. 2. The Contractor shall gather case records from the coroner’s office, law enforcement agencies, county department of human services, hospitals, and other agencies for each child fatality assigned to the local team. 3. The Contractor shall abstract critical data from case records and enter the data into the National Center for Fatality Review and Prevention’s CRS for each child fatality assigned to the local team. 4. The Contractor shall develop case summaries for the purpose of completing the “Narrative” section (Section O) of the National Center for Fatality Review and Prevention’s CRS for each child fatality assigned to the local team.

	<p>5. The Contractor shall facilitate local team meetings with multidisciplinary local team members to conduct individual, case-specific reviews of child fatalities for the purpose of discussing and identifying equitable prevention recommendations in the “Prevention Initiatives Resulting from the Review” section (Section L) of the National Center for Fatality Review and Prevention’s CRS.</p> <p>6. No later than two (2) months after reviewing a child fatality, the Contractor shall complete data entry for Sections A-O and click “Data entry completed for this case” (in Section P) of the National Center for Fatality Review and Prevention’s CRS for each child fatality assigned to the local team.</p>
Primary Activity #2	The Contractor shall promote evidence-based injury and violence prevention strategies that advance health equity.
Sub-Activities #2	<p>1. The Contractor shall apply a public health approach to identify trends and patterns of child fatalities using state and local team data reports.</p> <p>2. The Contractor shall identify structural inequities that lead to systemic, avoidable, and unjust health disparities for certain groups of children.</p> <p>3. The Contractor shall apply a public health approach to identify equitable prevention strategies to implement at the local level.</p> <p>4. The Contractor shall apply a public health approach to identify equitable systems improvements to implement at the local level.</p> <p>5. The Contractor shall implement evidence-based, equitable child fatality prevention strategies at the local level.</p> <p>6. The Contractor shall implement evidence-based, equitable system improvements at the local level.</p> <p>7. The Contractor shall vote on state-level prevention recommendations for the CFPS annual legislative report.</p>
Primary Activity #3	The Contractor shall participate in training opportunities.
Sub-Activities #3	<p>1. The Contractor shall attend CDPHE-approved local team trainings.</p> <p>2. The Contractor shall attend CDPHE-approved web-based trainings.</p>
Primary Activity #4	The Contractor shall evaluate the Colorado CFPS.
Sub-Activities #4	<p>1. The Contractor shall complete the CFPS Local Team Survey.</p>

Standards and Requirements

1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.
2. The Contractor shall comply with the Child Fatality Prevention Act C.R.S. 25-20.5-404-409. This document is incorporated and made part of this contract by reference and is available on the following website <http://www.sos.state.co.us/CCR/Welcome.do>.
3. Reviewable child fatalities include one or more of the following causes: undetermined causes, unintentional injury, homicide, motor vehicle incidents, child abuse/neglect, sudden unexpected infant death (SUID), and suicide.
4. The Contractor shall adhere to processes and policies outlined in the [*Colorado Child Fatality Prevention System \(CFPS\): An Introduction to the System*](#) to conduct individual, case-specific review of fatalities. This document is incorporated and made part of this contract by reference and is available on the following website <http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html>.
5. The Contractor shall adhere to processes and policies outlined in the [*Colorado Child Fatality Prevention System \(CFPS\): An Introduction to the System*](#) to identify equitable prevention recommendations. This document is incorporated and made part of this contract by reference and is available on the following website <http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html>.
6. The Contractor shall adhere to processes and policies outlined in the [*Colorado Child Fatality Prevention System \(CFPS\): An Introduction to the System*](#) to enter information regarding the child fatality into the National Center for Fatality Review and Prevention's CRS. This document is incorporated and made part of this contract by reference and is available on the following website <http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html>.
7. CDPHE will provide the local team coordinator login credentials to the FTP website. This website content is incorporated and made part of this contract by reference and is accessible at <https://secft2.dphe.state.co.us/thinclient/Login.aspx>.
8. CDPHE will provide the local team coordinator login credentials to the National Center for Fatality Review and Prevention's CRS. This website content is incorporated and made part of this contract by reference and is accessible at <https://data.ncfrp.org>.
9. CDPHE will assign child fatalities for review to the Contractor based on coroner jurisdiction using the FTP Website on a weekly basis. This website content is incorporated and made part of this contract by reference and is accessible at <https://secft2.dphe.state.co.us/thinclient/Login.aspx>.
10. The Contractor shall complete data entry of child fatalities in the National Center for Fatality Review and Prevention's CRS no later than two months after the case review meeting or by December 31st if the case review meeting takes place within two months of the end of the year.
11. CDPHE will conduct quality assurance checks as defined on the CFPS website on the data entered into the National Center for Fatality Review and Prevention's CRS for child fatalities reviewed by the Contractor. This information is incorporated and made part of this contract by reference and is available on the following website <http://www.cochildfatalityprevention.com/>.
12. The Contractor shall request technical assistance and training from the CFPS State Support Team at CDPHE by emailing the appropriate CFPS State Support Team member.

	<p>13. CDPHE will disseminate analyzed, aggregated child fatality data to the Contractor in the following ways:</p> <p>a. local team data reports,</p> <p>b. the online CFPS Data Dashboard. This information is incorporated and made part of this contract by reference and is accessible at http://www.cochildfatalityprevention.com/.</p> <p>14. CDPHE will provide resources for evidence-based, equitable injury and violence prevention strategies on the CFPS website. This information is incorporated and made part of this contract by reference and is accessible at http://www.cochildfatalityprevention.com/.</p> <p>15. CDPHE will invite the Contractor to state-level meetings to discuss and vote on prevention recommendations for the annual CFPS legislative report.</p> <p>16. The Contractor shall use information from the CFPS website on acceptable and approved uses of funding for child fatality, injury, and violence prevention strategies when implementing local prevention strategies. This information is incorporated and made part of this contract by reference and is accessible at http://www.cochildfatalityprevention.com/.</p> <p>17. The Contractor shall provide information on local level prevention strategies and system improvements.</p> <p>18. The Contractor shall notify the CFPS State Support Team at CDPHE within 30 calendar days of a change of the local team coordinator responsible for the performance of services provided under this contract.</p> <p>19. CDPHE will provide the Contractor with training opportunities.</p> <p>20. CDPHE will provide the CFPS Local Team Survey to the Contractor.</p> <p>21. CDPHE will provide progress report templates to the Contractor.</p>
<p>Expected Results of Activity(s)</p>	<p>1. Improved understanding of child fatality data in Colorado including circumstances, risk and protective factors, trends, inequities, and patterns surrounding child deaths.</p> <p>2. Identification of evidence-based, equitable prevention recommendations to prevent future child fatalities from occurring in Colorado.</p> <p>3. Implemented and evaluated equitable child fatality prevention strategies at the state and local levels.</p>
<p>Measurement of Expected Results</p>	<p>1. Sections A-O of the National Center for Fatality Review and Prevention’s CRS will be completed for 100% of child fatalities that occurred in Colorado and meets CFPS’ review criteria within the local team’s jurisdiction.</p> <p>2. Increased number of equitable prevention strategies implemented at the state and local levels as documented in the CFPS annual report, the CFPS Local Team Survey, and through prevention stories.</p>

		Completion Date
Deliverables	1. The Contractor shall submit all information resulting from child fatality case reviews into the National Center for Fatality Review and Prevention's CRS for each child fatality case assigned by the CFPS State Support Team at CDPHE.	No later than 12/31, annually
	2. The Contractor shall submit CDPHE-approved progress reports via email to the CFPS State Support Team at CDPHE.	No later than 12/31 and 6/30, annually
	3. The Contractor shall submit the online CFPS Local Team Survey administered by the CFPS State Support Team at CDPHE.	No later than 6/30, annually

V. Additional Provisions:

To receive compensation under this Contract, the Contractor shall submit a biannual electronic progress report as stipulated in Deliverable Number Two (2) of the Statement of Work. This progress report shall document the Contractor's progress toward completion of the activities in accordance with the Statement of Work. The second progress report, due 6/30, must be reviewed and approved by CFPS staff before the final payment is made.

Payment under this Contract shall be made to the Contractor by the State in four (4) payments in accordance with the budget included in this Contract. The final payment shall be made only after CFPS staff have reviewed and approved the progress report submitted by the Contractor for the fourth quarter.

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

VI. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Child Fatality Prevention System Injury Prevention Coordinator and the Child Fatality Prevention System Program Manager. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, data entered into the National Center for Fatality Review and Prevention's CRS, and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VII. Resolution of Non-Compliance:

The Contractor will be notified in writing within **15** calendar days of discovery of a compliance issue. Within **30** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the Child Fatality Prevention System Injury Prevention Coordinator and the Child Fatality Prevention System Program Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

VIII. Budget:

Quarter	TOTAL Child Fatality Prevention Payment
July 1 through September 30, 2021	
October 1 through December 31, 2021	
January 1 through March 31, 2022	
April 1 through June 30, 2022	
Total	

IX. Attestation:

The Contractor agrees to perform services in accordance with the terms and conditions of the Statement of Work and Budget.

Contractor Name (Print) and Title

Contractor Signature

_____ Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding; Gunnison-Crested Butt

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County-Gunnison Crested Butte Regional Airport and Colorado Division of Aeronautics

Term Begins: 4/12/2021

Term Ends:

Grant Contract #:

Summary:

The Colorado Division of Aeronautics will partner with the FAA to install and maintain aviation weather cameras at the Gunnison Crested Butte Regional Airport.

Fiscal Impact: None

Submitted by: Stephanie Williams

Submitter's Email Address: swilliams@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 4/13/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/15/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/20/2021



Memorandum of Understanding (MOU) for the Aviation Weather Camera Installation at the Gunnison/Crested Butte Airport (GUC)

This Memorandum of Understanding outlines the respective commitments of the Colorado Department of Transportation's Division of Aeronautics (Division), and the Gunnison/Crested Butte Airport (Airport) for the installation and maintenance of Federal Aviation Administration (FAA)-installed aviation weather cameras the Airport.

Division of Aeronautics

The Division will:

- Partner with the FAA for the initial installation, configuration and commissioning of FAA aviation weather cameras and related equipment at the Airport, at the Division's expense.
- For a period of not less than three years from date of commissioning:
 - Retain sole ownership of the cameras and related equipment.
 - Pay for the costs of system maintenance, replacement parts and cellular data connectivity.
 - Assist the Airport with troubleshooting camera outages or issues.
 - Ship replacement parts or equipment to the Airport at the Division's expense.

Airport

The Airport will:

- Provide, at no cost to the Division or FAA, a suitable mounting location for the FAA aviation weather cameras, as well as standard 120vac power for the system and necessary space for the camera control unit and related equipment.
- Assist the Division and FAA in troubleshooting camera system issues, with the technical support and guidance of the FAA and/or Division.
- Install, with the technical support and guidance of the FAA and/or Division, replacement system components as necessary.
- Assist the FAA and Division with regular monitoring of the camera system functionality and advise the FAA and Division of any malfunctions or outages noted with the Airport's weather camera system.

Federal Aviation Administration

Per the reimbursable agreement with the Division for the aviation weather camera program dated January 15, 2021, FAA will:

- Provide ongoing technical advisory support to the Division and the Airport with camera operation and restorals.
- Capture aviation weather camera images and display them on the designated FAA website.
- Provide remote monitoring and outage notifications to the Division.



April 12, 2021

David Ulane, Aeronautics Director
Colorado Division of Aeronautics

Date

Name/Title
Gunnison/Crested Butte Airport

Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Network Agreement; Quality Health Network; Facilit

Action Requested: County Manager Signature

Parties to the Agreement: Quality Health Network and Gunnison County

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Facilitation of exchange of electronic health records between providers

Fiscal Impact:

Submitted by: Randy Morgan for Joni Reynolds

Submitter's Email Address: rmorgan@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Zero cost to the County.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 4/2/2021

County Attorney Review:

Required

Not Required

Comments:

The insurance for the contractor is insufficient given the subject matter of this contract, which includes protection of PHI from theft or breach. QHI also refuses to name the County as an additional named insured on its insurance certificate, meaning that their carrier would have no affirmative obligation to cover the County in the event of a lawsuit. That said, we understand that this is a critical health and business priority and QHI is a sole source MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 4/9/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/15/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 4/20/2021

AMENDMENT TO
ELECTRONIC COMMERCE AGREEMENT
FOR GOVERNMENTAL ENTITIES

QUALITY HEALTH NETWORK,
a Colorado nonprofit corporation (herein
"QHN")

Address of QHN:

744 Horizon Court, Suite. 210
Grand Junction, CO 81506
(970) 248-0033
dthompson@qualityhealthnetwork.org

print/type name of contracting entity
(herein "Participant")

Address of Participant:

QHN and Participant are parties to an Electronic Commerce Agreement dated _____, (the "Electronic Commerce Agreement") and amendments thereto ("Prior Amendments"). The Electronic Commerce Agreement and Prior Amendments shall collectively be referred to as the "Agreement." All definitions and terms of the Agreement are incorporated herein by this reference.

QHN and Participant desire to enter into this Amendment for the purpose of addressing legal matters that involve Participant's status as a public entity.

Participant and QHN agree to all attached Terms and Conditions.

This Amendment is dated and shall be effective on the date set forth below by QHN as the effective date.

QUALITY HEALTH NETWORK,
a Colorado nonprofit corporation

(print/type name of Participant)

By: _____
(signature)

By: _____
(signature)

Name/Title: _____
(print/type name of signatory and title)

Name/Title: _____
(print/type name of signatory and title)

Effective Date: _____
(To be completed by QHN)

TERMS AND CONDITIONS

1. **Indemnity.** Any provisions of the Agreement wherein Participant indemnifies QHN or QHN indemnifies Participant are hereby deleted.

2. **Arbitration.** All provisions of the Agreement regarding submitting claims to arbitration are hereby deleted. Venue for any legal actions concerning this Agreement shall only be in Mesa County, Colorado.

3. **Additions to Agreement.** The following provisions are added to the Agreement.

A. **Colorado Open Records Act.** QHN understands that certain information, including this Agreement and all Exhibits thereto, may be public records available for public inspection and copying under the Colorado Open Records Act (“CORA”) and other applicable laws. Nothing in the Agreement shall in any way limit the ability of the Participant to comply with any laws or legal process concerning disclosures by public entities. Any information subject to CORA as a public record may be released to third parties in compliance with CORA. The parties further agree that any such release by the Participant will not constitute a breach or threatened breach of this Agreement.

B. **Colorado Taxpayers Bill of Rights.** Financial obligations of the Participant payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The parties acknowledge that appropriation of moneys by the Participant is a governmental function which the Participant cannot contractually commit to in advance and that this Agreement does not constitute: (i) a multiple fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation

creating a pledge of or a lien on Participant tax or general revenues. If the Participant’s board does not approve an appropriation of funds at any time during the term of this Agreement for any payment due or to become due for a fiscal year during the term of this Agreement, the Participant shall have the right to terminate the Agreement on the last day of the fiscal period for which sufficient appropriations were received, without penalty or expense. The Participant may terminate this Agreement by giving notice in writing that (a) funds have not been appropriated for the fiscal period, and (b) the Participant has exhausted all funds legally available for the payment.

C. **Colorado Governmental Immunity Act.** Nothing contained in this Agreement will be construed as an express or implied waiver by Participant of its governmental immunity or an express or implied acceptance by Participant of liabilities in excess of the liabilities allowable under the Colorado Governmental Immunity Act (“CGIA”), to the extent the provisions of the CGIA apply to this Agreement. Any liability of Participant (including indemnification) is strictly limited by the provisions of the CGIA, to the extent those provisions apply to this Agreement.

4. **Effect.** Except as set forth in this Amendment, all terms, covenants and conditions of the Agreement shall remain in full force and effect.

ELECTRONIC COMMERCE AGREEMENT
(“Agreement”)

QUALITY HEALTH NETWORK, a Colorado
nonprofit corporation (herein “QHN”)

_____,
(herein “PARTICIPANT”)

Address of QHN:

Address of Participant:

744 Horizon Court, Suite 210
Grand Junction, CO 81506
(970) 248-0033

Tax I.D. No.: _____

RECITALS

- A. QHN provides the QHN System to facilitate the exchange of electronic data, coordinate care and improve the quality of health in the community. QHN may also provide other products or services from time to time. Participant desires to use the QHN System.
- B. The placement and use of information in the QHN System and the sharing of such information using the QHN System are subject to various Information Privacy and Protection Laws. By placing information in the QHN System, Participant agrees such information can be disclosed and used as allowed by the QHN System. Participant shall comply with all applicable laws when using or disclosing information through use of the QHN System. Such compliance is required of all persons who are authorized to use the QHN System.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual promises set forth below, the parties agree as follows:

- A. Products and Services Provided and Fees. So long as this Agreement is in effect and Participant and Participant Users comply with all terms of this Agreement, QHN will provide Participant and Participant Users access to use the QHN System as well as other products and services. Access and use of the QHN System and products and services will be described in an order (“Order”). Orders are further described in attached Exhibit B, and all Orders are considered as part of this Agreement.
- B. Agreement to Terms and Conditions. QHN and Participant agree to all Terms and Conditions, attached.

This Agreement is dated and shall be effective on the date set forth below by QHN as the effective date.

QUALITY HEALTH NETWORK, a Colorado nonprofit corporation	PARTICIPANT _____ (print/type name of Participant)
By: _____ (signature)	By: _____ (signature)
Name/Title: _____ (print/type name and title of signatory)	Name/Title: _____ (print/type name and title of signatory)
Effective Date: _____	

TERMS AND CONDITIONS:

1. Definitions. Capitalized terms in this Agreement are defined as follows:

1.1. “Board of Directors” shall mean the Board of Directors of QHN.

1.2. “Breach” as it relates to HIPAA and PHI shall have the meaning given to such term in Section 13400 of HITECH and 45 C.F.R. 164.402 and as related to other Information Privacy and Protection Laws shall mean the unlawful disclosure of PHI or CSI which results in a requirement to provide notices to Individuals or a governmental entity or requires the taking of other actions related to the unlawful disclosure.

1.3. “Business Associate” shall mean with respect to a Covered Entity, a person who is defined in 45 C.F.R. 160.103.

1.4. “Community Services Information” or “CSI” means information created, maintained, or received by a public, governmental or private entity, including information that relates to the past, present or future need for or provision of services related to an Individual. CSI is information which is not subject to the requirements of HIPAA.

1.5. “Covered Entity” shall have the meaning of the term “Covered Entity” as defined in 45 C.F.R. 160.103.

1.6. “De-identification” shall mean to remove, encode, encrypt, or otherwise eliminate or conceal data which identifies an Individual, or modifies information so that there is no reasonable basis to believe that the information can be used to identify an Individual. De-identification includes, without limitation, any process meeting the requirements for De-identification set forth in 45 C.F.R. § 164.514, as such provision is currently drafted and as it may be subsequently updated, amended, or revised.

1.7. “Designated Record Set” means Protected Health Information maintained by or for Participant that is: (a) the medical records and billing records about Individuals maintained by or for a covered health care provider; (b) the enrollment, payment, claims adjudication, and case or medical management record systems

maintained by or for a health plan; or (c) used, in whole or in part, by or for Participant to make decisions about Individuals.

1.8. “Disclose,” “Disclosing,” or “Disclosure” means the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.

1.9. “DURSA” shall mean the Data Use and Reciprocal Support Agreement between QHN and eHealth Exchange.

1.10. “DURSA Permitted Purposes” shall mean any reason for exchanging Message Content through the eHealth Exchange which is expressly allowed by the terms of the DURSA and as may be allowed QHN’s Standards.

1.11. “eHealth Exchange” shall mean the data sharing network which was developed under the auspices of the Office of the National Coordinator for Health Information Technology and consists of governmental and non-governmental exchange partners who share information under a multi-purpose set of standards and services which are designed to support a broad range of information exchange activities using various technical platforms and solutions.

1.12. “HITECH” means the Health Information Technology for Economic and Clinical Health Act in the American Recovery and Reinvestment Act of 2009, including any implementing regulations.

1.13. “Individual” means a natural person who is the subject of PHI or CSI.

1.14. “Information Privacy and Protection Laws” mean: (a) the Health Insurance Portability and Accountability Act of 1996, as amended and including any implementing regulations (“HIPAA”); (b) HITECH; (c) the Gramm-Leach-Bliley Act, as amended and including any implementing regulations; (d) any statute, regulation, administrative or judicial ruling requiring a party to protect the privacy or security of information pertaining to an Individual, and/or the payment for care for an Individual; (e) any statute, regulation, administrative or judicial

ruling requiring a party to protect the privacy of information pertaining to the financial or credit status or condition of an individual; (f) any statute, regulation, administrative or judicial ruling requiring a party to protect information pertaining to individuals based upon the individuals' status as consumers; and (g) any other statute, regulation, administrative or judicial ruling requiring a party to protect the confidentiality, privacy and/or security of information pertaining to individuals; all to the extent that such Information Privacy and Protection Laws have been enacted, promulgated, issued or published by any federal or state governmental authority with jurisdiction over a Covered Entity, a Business Associate, an individual, Participant or QHN.

1.15. "Message Content" shall mean that information which is requested or sent by a QHN participant to another user of the QHN System through the eHealth Exchange, including but not limited to, PHI, individually identifiable information, de-identified data, pseudonymized data, metadata, digital certificates issued by eHealth Exchange to any participant of eHealth Exchange, and schema.

1.16. "Network Account" shall mean the right given to Participant to access and use the QHN System by Participant and Participant Users.

1.17. "Participant User" shall mean any person accepted by QHN and who is authorized to use the QHN System through Participant's right of use set forth in this Agreement. Participant shall designate Participant Users.

1.18. "Protected Health Information," or "PHI," shall have the same meaning as the term "protected health information" in 45 C.F.R. 160.103 and 164.501.

1.19. "QHN participant" shall mean a person or entity which has entered into an Electronic Commerce Agreement with QHN to allow such person or entity to use the QHN System.

1.20. "QHN System" shall mean the technology tools, application, software, services and systems QHN provides and/or maintains for use by Third Parties to facilitate the electronic exchange of information or other lawful purposes as may be determined by QHN.

1.21. "QHN's Standards" shall mean those standards, policies and procedures adopted by QHN, which address requirements and standards with regard to Use of the QHN System. QHN's Standards may address and include, but are not limited to: activity on the QHN System, operating rules, definitions and specifications of format, content, and transmission of electronic data, support descriptions and details of connecting to the QHN System.

1.22. "Receive," "Receiving," and "Receipt" means: (a) to take physical delivery of media containing information; or (b) in the case of electronic delivery, for information to come into existence in a party's information processing system in a form capable of being processed by or perceived from a system of that type by the Receiving party if the Receiving party has designated that system or address as a place for Receipt of information to a Disclosing party and the Disclosing party does not know that the information cannot be accessed from the particular system.

1.23. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in Participant's or QHN's information system, as applicable.

1.24. "Security Rule" means the Security Standards for Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C.

1.25. "Third Party" means any individual, person, or organization not a party to this Agreement.

1.26. "Transaction" means the Transmission of information between parties to this Agreement.

1.27. "Transmit," "Transmitted," or "Transmission" means the transfer of information by one party to another, regardless of the method or technology used to transfer the information.

1.28. "Use" shall mean the sharing, employment, application, utilization, examination, analysis, De-identification, or commingling with other information, of information by a party that holds that information.

Terms used but not otherwise defined in this Agreement but used in relation to HIPAA shall have the same meaning as those terms are given under HIPAA.

2. Duties and Obligations of QHN.

2.1. Use of QHN System. Subject to all terms of this Agreement, QHN grants Participant a nonexclusive, nontransferable, and non-sublicensable right for Participant and Participant Users to access and use the QHN System for the uses described in an Order.

2.2. Data Storage and Distribution. PHI and CSI within the QHN System will be available to Participant and Participant Users in accordance with this Agreement, QHN's Standards and applicable laws.

2.3. Data Backup. QHN shall maintain requisite disk space for the storage of software and data as determined in QHN's Standards. Backups will be regularly performed and stored in a secured off-site location.

2.4. Data and Information Uses and Disclosures. QHN may use and disclose PHI and CSI provided by Participant (a) to operate the QHN System and for purposes of Treatment, Payment and Health Care Operations (as those terms are defined in HIPAA) (b) for quality improvement programs, practice management, research, and (c) for such other uses as may be allowed by applicable law provided that such use is consistent with QHN's Standards and requirements of applicable law. Participant authorizes QHN to facilitate establishment of care coordination teams, and Use and Disclose PHI and CSI to facilitate care coordination by and among such care coordination teams as allowed by applicable law. Care coordination teams may be composed of Covered Entities and social welfare/human service organizations that provide services to Individuals. Social welfare/human service organizations that provide services to Individuals may be added to such Individual's care coordination team in compliance with this agreement.

2.5. Inquiries from Individuals. Should QHN receive from an Individual, or a person with a proper authorization, a request for data specific to such Individual, QHN shall either redirect the

Individual or person, to the Participant or provide such data as allowed by applicable law.

2.6. Right to Audit. QHN shall have the right to audit Participant's and Participant Users' use of the QHN System to ascertain compliance with QHN's Standards and applicable law with regard to use of the QHN System. The results of such audits may be shared with Participant and the QHN Board of Directors.

2.7. Right to Impose Sanctions. QHN shall have the right to impose sanctions on Participant and a Participant User should Participant or Participant User's use of the QHN System be in violation of this Agreement, QHN's Standards or applicable law.

2.8. Liability Insurance. QHN shall purchase and/or maintain general liability insurance or a self-insurance plan which provides coverage to QHN of not less than one million dollars (\$1,000,000) per incident per year.

2.9. Indemnity. QHN agrees to indemnify Participant from any and all claims, demands, actions, and causes of action asserted by a Third Party against Participant which may result or arise out of any actions or omissions of QHN or any of QHN's agents, employees, or representatives due to QHN's failure to comply with privacy or security obligations under this Agreement or imposed by law or QHN's failure to comply with the terms of this Agreement. This indemnity shall include the payment to Participant for attorney's fees, court costs and expert witness fees Participant incurs in defending itself from any such claims, demands, actions or cause of action. For this indemnity obligation to apply, Participant shall: (a) provide QHN notice in writing upon the discovery of the claim; (b) fully cooperate with QHN in the defense of the claim; and (c) not settle the claim without the prior written consent of QHN, which consent shall not be unreasonably withheld. If there is a Breach by QHN and/or QHN's agents or subcontractors in the course of QHN providing services to Participant and Participant is required by law to notify the involved Individual(s) of whom such Breach pertains and/or any governmental entity as may be required by law, QHN shall pay all Participant's reasonable notification costs and, as mutually agreed by the parties, reasonable costs associated

with mitigating any harmful effects of such Breach. For purposes of this paragraph, a QHN agent or subcontractor shall mean those persons or entities that have a contract with QHN to provide QHN with products or services. QHN's liability under this paragraph shall not exceed one million dollars (\$1,000,000) or the limits of QHN's available insurance coverage, whichever is greater.

2.10. **DISCLAIMER. QHN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE QHN SYSTEM, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF NONINFRINGEMENT, OR THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDLESS OF THE SERVICES OR RESOURCES PROVIDED BY IT. QHN DISCLAIMS ANY LIABILITY FOR THE FAILURE OF PERSON WHO USES THE QHN SYSTEM TO COMPLY WITH QHN'S STANDARDS OR APPLICABLE LAW OR THE CONTENT OR USE OF THE QHN SYSTEM BY ANY SUCH PERSON. QHN DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF THE QHN SYSTEM OR THE COMPATIBILITY OF THE QHN SYSTEM WITH ANY PARTICULAR HARDWARE, SOFTWARE OR INTER-CONNECTIVITY WITH OTHER NETWORKS OR SERVICES.**

2.11. **LIMITATION OF LIABILITY. EXCEPT FOR QHN'S LIABILITY OBLIGATIONS AS EXPRESSLY SET FORTH IN THE INDEMNITY PARAGRAPH OF THIS AGREEMENT, REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, THE MAXIMUM LIABILITY OF QHN UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY PARTICIPANT TO QHN TO OBTAIN SERVICES UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE LIABILITY AROSE. IN NO EVENT, AND WHETHER OR NOT QHN WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, SHALL QHN BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL,**

CONSEQUENTIAL, OR EXEMPLARY DAMAGES INCLUDING WITHOUT LIMITATION, LOST DATA OR INFORMATION, LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES, OR INJURY TO REPUTATION.

3. **Duties and Obligations of Participant.**

3.1. **Assistance and Cooperation with QHN in Providing Products and Services.** Participant, at its sole cost and expense, shall assist, cooperate and work in good faith with QHN to provide the products and services described in an Order.

3.2. **Complying with QHN's Standards In Use of QHN System.** When using the QHN System, Participant and Participant Users shall comply with this Agreement, QHN's Standards and applicable law. Participant specifically agrees to be subject to QHN's Standards. QHN's Standards are subject to amendment, revision and modification by QHN solely in its discretion. Changes to QHN's Standards may reflect changes in applicable law or the need to adopt new technologies, systems, or desired functionality or changes in QHN's operational policies. Participant is encouraged to provide input to QHN regarding QHN's Standards and to propose changes. QHN's Standards may be reviewed upon request.

3.3. **eHealth Exchange / DURSA Compliance.** Participant specifically agrees to: (a) reasonably cooperate with QHN on issues related to the DURSA; (b) submit and receive Message Content through the eHealth Exchange only for DURSA Permitted Purposes; (c) use Message Content in accordance with the terms and conditions of the DURSA; and (d) shall, to the extent required by the DURSA, exchange Message Content for Treatment with any other eHealth Exchange participant. Any use of the QHN System for exchange of Message Content under the DURSA shall be subject to QHN's Standards.

3.4. **Registries.** Participant's Use of the QHN System constitutes authorization for QHN to forward PHI or CSI placed in the QHN System by the Participant to public health registries as may be allowed by applicable law and receive

information from such registries on behalf of Participant.

3.5. Participant Restrictions. Participant will not, and will not permit any Participant User or Third Party to: (a) alter, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the method of operation of the QHN System; (b) interfere in any manner with the hosting of the QHN System; (c) use the QHN System for other than Participant's or the Participant User's own business purposes; (d) use the QHN System for purposes of providing outsourcing, service bureau, hosting, application service provider or online services to Third-Parties, or otherwise make access to the QHN System available to any Third-Party not related to or affiliated with Participant; or (e) use the QHN System for any purpose that is illegal in any way, or that advocates illegal activity. Participant will keep intact and will not alter, obscure or remove any notices or legends provided on or in connection with the QHN System.

3.6. Participant Responsibility for Data. QHN provides tools for Participant Users to use the QHN System but otherwise does not act in any other way for Participant. Participant's decision to place certain data in and use the QHN System is based on Participant's sole discretion. By placing PHI or CSI in the QHN System, Participant is certifying to QHN that such PHI or CSI can be Disclosed to and Used: (a) by Covered Entities for purposes of treatment, payment and healthcare operations; (b) by organizations for care coordination purposes; (c) for purposes of improving the health or well-being of an Individual; and (d) for uses allowed under this Agreement. Except as may otherwise be agreed to by QHN in writing, Participant shall not at any time place any record in the QHN System if that record is subject to disclosure restrictions under 42 U.S.C. 290dd which concerns substance abuse records. As between Participant and QHN, Participant is solely responsible for establishing the connection to the QHN System, the proper transmission and receipt of data, for implementing sufficient safeguards and procedures to satisfy particular requirements for access, security, privacy and accuracy of data placed in or transmitted by Participant in Using the QHN System. If a Participant User works at multiple

practice locations, the Participant User is responsible for ensuring that any PHI or CSI routed between locations for the Participant User will be maintained and Used in compliance with Information Privacy and Protection Laws at each location. Backup of data located on Participant's own computer components is Participant's responsibility. In some instances, QHN may interpret data, provide data analytics or provide other data that may be Used by Participant or Participant Users. QHN disclaims any warranty or representation as to the accuracy or completeness of this data and any other data in the QHN System. Participant and Participant Users are responsible for verifying the accuracy and completeness of data Used. QHN is not responsible for the contents of data that Participant or any other person or entity places in or obtains from the QHN System. Participant and Participant Users hereby release QHN from any claims whatsoever as to the completeness or accuracy of data in the QHN System.

3.7. Contact Information. Participant agrees to notify QHN in writing as soon as possible as to any change in status of a Participant User. Participant is responsible for and shall provide QHN with the most current name and contact information for Participant and all Participant Users.

3.8. Training of Staff. Compliance with applicable federal and state laws, rules and regulations concerning adequate training of staff is the sole responsibility of the Participant.

3.9. Resources. Participant, at Participant's own expense: (a) shall cooperate and work in good faith with QHN to establish connectivity to the QHN System and to allow QHN to provide the products and services described in Orders; and (b) shall provide, install and maintain necessary hardware, software, equipment and services necessary to connect to, access or use the QHN System.

3.10. Responsibility for Network Account. Participant shall be solely responsible for all Use of its Network Account, for payment of charges incurred for such Use, and for violations of the terms of this Agreement by anyone using the Network Account.

3.11. Warranties with Use. By its Use of the QHN System, Participant warrants: (a) that Participant's and Participant Users' use of the QHN System is in compliance with the terms of this Agreement; (b) that Participant's and Participant Users' Use of the QHN System and placement of information in the QHN System is in compliance with applicable laws; (c) that Participant has obtained any and all consents or authorizations from Individuals as may be necessary, whether required by law, QHN Standards, or other applicable requirements, before Participant engages in any Use or Disclosure of or access to PHI or CSI; and (d) that Participant and Participant Users shall only Use and Disclose PHI and CSI as allowed by law.

3.12. Liability Insurance. Participant shall purchase and/or maintain general liability insurance or a self-insurance plan which provides coverage to Participant of not less than one million dollars (\$1,000,000) per incident per year.

3.13. Indemnity. Participant agrees to indemnify QHN and hold QHN harmless from any and all claims, demands, actions, and causes of action asserted by a Third Party against QHN which may result or arise out of any actions of Participant or any Participant User who becomes an authorized user through this Agreement or any use through Participant's Network Account. This indemnity shall include the payment to QHN for attorney's fees, court costs and expert witness fees QHN incurs in defending itself from any such claims, demands, actions or cause of action. For this indemnity obligation to apply, QHN shall: (a) provide Participant notice in writing upon the discovery of the claim; (b) fully cooperate with Participant in the defense of the claim; and (c) not settle the claim without the prior written consent of Participant, which consent shall not be unreasonably withheld. If there is a Breach by Participant and/or Participant's agents or subcontractors in the course of QHN providing services to Participant and QHN is required by law to notify the involved Individual(s) of whom such Breach pertains and/or any governmental entity as may be required by law, Participant shall pay all QHN's reasonable notification costs and, as mutually agreed by the parties, reasonable costs associated with mitigating any harmful effects of such Breach. For purposes of this paragraph, a

Participant agent or subcontractor shall mean those persons or entities that have a contract with Participant to provide Participant with products or services. Participant's liability under this paragraph shall not exceed one million dollars (\$1,000,000) or the limits of Participant's available insurance coverage, whichever is greater.

3.14. Rights in Products and Confidential Information. Participant shall not assert and shall not have any ownership rights or other property rights in any of QHN's Standards, the QHN System or any information or materials furnished by QHN to Participant. Participant agrees that the parties from whom QHN licenses the software products and related documentation ("Products") which may be used in the QHN System, own all right, title and interest in such Products. Participant will not delete or in any manner alter the copyright, trademark or other proprietary rights or notices of the parties from whom QHN licenses the Products or from QHN appearing on the Products as delivered to Participant. Participant will reproduce such notices on all copies it makes of the Products. Participant will treat this Agreement, source codes and other business and technical information relating to the Products and relating to QHN's Standards or the QHN System as confidential information and will not disclose the same except as may be required under applicable law or as may be necessary to perform its duties and obligations under this Agreement.

3.15. Compliance with QHN's E-Commerce Agreement with Participants. Participant shall not take any action that would result in QHN's violation of requirements of the Electronic Commerce Agreements QHN has entered into with other participants.

4. Confidentiality and Privacy-Covered Entity and Business Associates. If Participant is a Covered Entity for which QHN is performing functions as a Business Associate of Participant, then QHN and Participant agree to be bound to the terms of the Business Associate Agreement attached as Exhibit A to this Agreement.

5. Confidentiality and Privacy-CSI.

5.1. Terms Applicable if Participant is Not Acting in the Capacity of a Covered Entity or Business Associate. This Section 5 shall apply (a) if Participant is not a Covered Entity or a Business Associate of a Covered Entity, and (b) to the extent Participant is not acting in the capacity of a Covered Entity or Business Associate of a Covered Entity in its use of the QHN System to access CSI (even if Participant is a Covered Entity or Business Associate for other purposes and activities).

5.2. Permitted Uses and Disclosures of an Individual's Community Services Information by QHN. The scope of CSI that may be Used, Disclosed, or accessed and/or the functions performed by QHN includes CSI necessary to perform functions and uses permitted or required by this Agreement. QHN may Use, Disclose, and access CSI for the proper management and administration of QHN, to carry out legal responsibilities of QHN, or to analyze CSI and create de-identified information for purposes of data analysis, research and in furtherance of generalizable knowledge as may be allowed by applicable law. QHN may Use, Disclose and access CSI in providing care coordination and data aggregation services for the Participant, Covered Entities, and other QHN participants that have entered agreements that are identical to, or substantially similar to, this Agreement. QHN will not Use, Disclose, or access CSI in violation of any applicable law.

5.3. Authority to Access and Use CSI. Participant warrants and represents that it is authorized or permitted by applicable law to have access to and use CSI. Participant shall immediately notify QHN if Participant is no longer permitted by applicable law to access CSI. In such case, Participant will cease all access to the QHN System.

5.4. Amendment to Records. QHN agrees to allow Participant to make any amendment(s) to CSI in QHN's possession that Participant initially provided for inclusion in the QHN System in the time and manner designated by Participant. Participant shall only make such amendments as may be allowed or required by applicable law.

5.5. Privacy Practices. Before placing an Individual's CSI in the QHN System, Participant shall, to the extent required by law, obtain any permission or consent from the Individual necessary to allow such placement. Before accessing, Using or Disclosing an Individual's CSI that was not placed in the QHN System by the Participant, the Participant shall, to the extent required by law or applicable QHN Standards, confirm that an authorization from the Individual allowing such access, Use and Disclosure has been obtained. Such authorization shall allow the Individual's CSI to be Used by or Disclosed to other QHN participants as allowed by this Agreement. If Participant obtained such authorization, Participant shall provide documentation of such authorization to QHN upon request, maintain a copy of the authorization on behalf of QHN and upload a copy of the authorization to the QHN System as required by QHN Standards. Participant shall notify QHN of any changes in, or revocation of, the authorization by an Individual to Use or Disclose his or her CSI. Participant's access to and use of CSI in the QHN System shall be limited to use of CSI for the purposes authorized by law and for no other purposes.

5.6. Notice of Security Incidents or Breach. Participant shall notify QHN of: (a) any Security Incident involving CSI of which it becomes aware; (b) any Use or Disclosure of CSI not permitted by or contrary to the terms of this Agreement of which Participant becomes aware; and (c) any Breach of unsecured CSI following the discovery of such Breach. In any event, such notice of the above events will be provided without unreasonable delay and in no case later than five (5) days after discovery. QHN and Participant will cooperate with each other with regard to reporting of any such events or a Breach as required by law.

5.7. Incorporation of Additional Requirements; Construction. The requirements of applicable law pertaining to CSI are, to the extent not adequately provided for in this Agreement, hereby incorporated by this reference and shall become a part of this Agreement. This Agreement shall be construed as broadly as necessary to implement and comply with Information Privacy and Protection Laws and other laws that may be

applicable to certain types or categories of CSI. Notwithstanding the foregoing, QHN shall not be responsible for ensuring compliance with any legal requirements that apply to Participant, including but not limited to requirements to obtain consent or authorization from Individual's prior to CSI being placed in the QHN System and being Disclosed to other QHN participants as allowed by this Agreement.

6. Confidentiality and Privacy-PHI.

6.1. Terms Applicable if Participant is Not a Covered Entity. If Participant is authorized by applicable law to have access to and use PHI and is not a Covered Entity or Business Associate then this Section 6 shall apply to such access and use. If Participant is authorized to have access and use of PHI as a Covered Entity or a Business Associate, then this Section 6 shall not apply to Participant's access and use.

6.2. Authorization. If Participant is not specifically allowed by HIPAA to have access to PHI without authorization from the Individual, then before accessing an Individual's PHI in the QHN System, Participant shall confirm that an authorization from the Individual allowing such access has been obtained. Such authorization shall allow the Individual's PHI to be Used by or Disclosed to other QHN participants as allowed by this Agreement. If Participant obtained such authorization, Participant shall provide documentation of such authorization to QHN upon request, maintain a copy of the authorization on behalf of QHN and upload a copy of the authorization to the QHN System as required by QHN Standards. Participant shall notify QHN of any changes in, or revocation of, the authorization by an Individual to Use or Disclose his or her PHI, to the extent that such changes may affect the Use or Disclosure of PHI under this Agreement.

6.3. Use of PHI and HIPAA Compliance. Participant's access to and use of PHI shall be limited to use of PHI for the purpose authorized by law, and for no other purposes whatsoever. Although Participant is not a Covered Entity, Participant shall comply with privacy and security requirements of HIPAA as though such laws are fully applicable to Participant, and with all other applicable laws.

6.4. PHI Safeguards. At all times following the Receipt of PHI or data pursuant to this Agreement, until such time as the PHI is no longer in Participant's possession or subject to Participant's control, Participant shall implement administrative, physical, and technical safeguards, as required by the Security Rule, as though such rule were fully applicable to Participant. Such safeguards shall reasonably and appropriately protect the confidentiality, integrity and availability of PHI. Such safeguards shall be implemented to prevent any Use or Disclosure of PHI other than those permitted under the Agreement.

6.5. Notice of Security Incidents or Breach. Participant shall notify QHN of: (a) any Security Incident involving PHI of which it becomes aware; (b) any Use or Disclosure of PHI not permitted by or contrary to the terms of this Agreement of which Participant becomes aware; and (c) any Breach of unsecured PHI following the discovery of such Breach. In any event, such notice of the above events will be provided without unreasonable delay and in no case later than five (5) days after discovery. QHN and Participant will cooperate with each other with regard to reporting of any such events or a Breach as required by law.

6.6. Disclosure of PHI to Third Parties. Participant may not Disclose PHI to Third Parties unless the Disclosure is of the "minimum necessary" (as that term is defined in HIPAA) information for the purposes of the Disclosure and the Disclosure is necessary to accomplish a purpose for which the PHI was Disclosed to Participant.

6.7. Reporting Legally Required Disclosures. If Participant is ordered by a Court to disclose PHI or is the recipient of a subpoena or civil discovery request compelling disclosure of PHI obtained pursuant to this Agreement, Participant shall immediately give notice to QHN and not make any disclosure of PHI until at least five (5) business days have passed to allow QHN an opportunity to formally object to the disclosure, or QHN has indicated that it does not object to the disclosure.

7. Arbitration.

7.1. Agreement to Arbitrate. Except to recover unpaid fees for use of the QHN System in amounts up to twenty thousand dollars (\$20,000.00) or to obtain injunctive relief, any claim arising out of or in any way related to the rights, duties and obligations described in this Agreement shall be submitted to final and binding arbitration in accordance with this paragraph, and such claim shall be submitted to arbitration within one (1) year of the event on which the claim is based. QHN may sue in any court of competent jurisdiction to recover unpaid fees in amounts up to twenty thousand dollars (\$20,000.00) or to obtain injunctive relief.

7.2. Arbitration Procedures. The arbitration shall be governed by the Colorado Uniform Arbitration Act, section 13-22-201, et seq., C.R.S., except as otherwise expressly provided herein. The panel of arbitrators shall consist of three arbitrators. One arbitrator shall be selected by one party, one arbitrator shall be selected by the other party, and the third arbitrator shall be selected by the two arbitrators that have been chosen. If the two arbitrators are unable to agree to the selection of a third arbitrator, the third arbitrator shall be selected in accordance with the Colorado Uniform Arbitration Act. Each party shall be required to make "Disclosures" as set forth in Colorado Rule of Civil Procedure (C.R.C.P.) 26(a)(1), which disclosures shall be made within ten (10) days after a date is selected for the arbitration hearing. In addition to such disclosures, each party shall disclose to the other party the "Disclosure of Expert Testimony" as set forth in C.R.C.P. 26(a)(2)(A) and 26(a)(2)(B), which disclosures shall be made at least twenty (20) days prior to the date of the arbitration hearing. The arbitration shall be conducted in Mesa County, Colorado. The arbitrators shall follow Colorado law in making an award. Written findings of fact and conclusions of law shall be issued by the arbitrators.

7.3. Powers of Arbitrators -- Enforcement of Award. The arbitrators shall have all powers as set forth in section 13-22-201, et seq., C.R.S. The decision or award of the arbitrators shall be binding upon the parties to the same extent and to the same degree as if the matter had been adjudicated by a court of competent jurisdiction.

The party in whose favor any award shall be made may file the same with the Clerk of the Mesa County, Colorado District Court, which may enter a judgment thereon, and if such award requires the payment of money, the Clerk may issue execution therefore. Each party, however, shall pay its own attorneys' fees and costs of arbitration, including filing fees, arbitration fees, and other costs. Fees and expenses incurred by the arbitrator that each party chooses shall be paid by that party. Each party shall pay one-half of the fees and expenses incurred by the arbitrator chosen by the other two arbitrators.

7.4. Jurisdiction and Venue. No court shall have subject matter jurisdiction over any claim set forth in paragraph 7. The dispute procedure in this paragraph 7 is the exclusive and mandatory dispute resolution procedure under this Agreement. In the event any claim set forth in paragraph 7 is attempted to be resolved in any court by either party, the venue of such matter shall only be in Mesa County, Colorado.

7.5. Time Requirements. All time periods to take or request action provided or required under this paragraph 7 shall be strictly construed and shall be of the essence of this Agreement.

8. Termination.

8.1. Unilateral Termination. This Agreement may be terminated by QHN or Participant with or without cause on at least sixty (60) days' prior written notice to the other party.

8.2. Participant's Right to Termination.

8.2.1. Participant may terminate this Agreement upon thirty (30) days' prior written notice to QHN should QHN's Standards change regarding Use of the QHN System in a manner that Participant reasonably believes lessens the safeguards on accessing the data that is available through Use of the QHN System.

8.2.2. Participant may terminate this Agreement upon thirty (30) days' prior written notice to QHN should QHN change the fees referenced on attached Exhibit B. Notice of termination under this subparagraph must be given by Participant within thirty (30) days of QHN changing the fees.

8.3. Termination for Material Breach. Notwithstanding anything to the contrary in this Agreement, upon gaining knowledge of a material breach of the terms of this Agreement by a party to this Agreement, the non-breaching party may: (a) if the breach cannot be cured, terminate this Agreement upon thirty (30) days written notice to the breaching party; or (b) if the breach can be cured, provide at least ten (10) business days written notice of the breach to the breaching party and the opportunity to cure the same within the ten (10) day period or be subject to termination of this Agreement within thirty (30) days.

8.4. QHN's Right to Termination / Suspension.

8.4.1. QHN may terminate this Agreement upon written notice to Participant should QHN determine or become aware that: (a) Participant or Participant Users have not complied with QHN's Standards, Information Privacy and Protection Laws or requirements of applicable law with regard to Use of the QHN System and fail to cure such noncompliance within ten (10) business days after receiving notice of such noncompliance from QHN; (b) Participant's license, if any, to provide health care services is terminated or suspended; or (c) Participant has engaged in any pattern or practice that would constitute a violation of this Agreement and Participant fails to discontinue such conduct within ten (10) business days after receiving notice of such noncompliance from QHN.

8.4.2. QHN may terminate this Agreement upon written notice to Participant if Participant fails to pay amounts owed to QHN when due, and such failure to pay continues for thirty (30) days after written notice from QHN.

8.4.3. QHN may also immediately suspend a Participant or Participant User's access to the QHN System, without terminating this Agreement, pursuant to terms of QHN's Standards.

8.5. Participant Rights Upon Termination. Upon termination of this Agreement, QHN may retain data received from Participant. If such data is PHI, QHN will continue to use appropriate safeguards and comply with Subpart C of 45

C.F.R. Part 164 with respect to electronic PHI to protect Use or Disclosure of the PHI for as long as QHN retains the PHI, and for data that is not PHI, QHN shall comply with all applicable laws to safeguard the confidentiality of such data. Such PHI retained by QHN shall be subject to the same conditions of this Agreement which applied prior to termination. The provisions of paragraphs 4, 5 and 6 of this Agreement shall survive termination of this Agreement and continue to apply to Participant's data not removed from the QHN System. Upon notice of termination for reasons other than termination by QHN under paragraph 8.3 or paragraph 8.4.1 of this Agreement, QHN and Participant shall agree upon a reasonable time (not to exceed one hundred eighty (180) days from the effective date of termination) and terms and conditions within which Participant may continue use of the QHN System. During this time period, Participant may continue use of the QHN System in accordance with this Agreement, and the parties shall be subject to all terms of this Agreement and any agreement between the parties regarding the termination, including payment of all amounts that may be owed to QHN.

9. General Provisions.

9.1. Compliance with Law. QHN, Participant and each Participant User shall comply with applicable laws regarding use of the QHN System. This Agreement shall be interpreted to the maximum extent possible as being consistent with such laws.

9.2. Independent Contractor. This Agreement is intended to create the relationship of independent contractor between Participant and QHN. Nothing contained herein shall be interpreted to create any relationship of agency, employment, partnership or joint venture between QHN and Participant. Neither party shall represent or hold themselves out to any person or entity other than is consistent with the relationship of independent contractor.

9.3. Entire Agreement. This Agreement, and the Exhibits attached to this Agreement, constitute the entire understanding and agreement of the parties, and shall supersede all prior understandings and agreements of the parties on the subject matter of this Agreement.

9.4. Amendment. Except as otherwise set forth in this Agreement, this Agreement shall not be changed, modified or altered except by amendment, which, to be valid and enforceable, shall be in writing and signed by the parties. Notwithstanding the foregoing, QHN may unilaterally amend this Agreement to comply with any applicable federal or state laws or regulations, including but not limited to Information Privacy and Protection Laws, effective immediately upon written notice to the Participant, and may otherwise amend the terms of this Agreement effective upon ninety (90) days prior written notice to the Participant. Participant's use of the QHN System after the effective date specified in such notice shall constitute acceptance of the amendment. Notwithstanding the foregoing, QHN's Standards may be modified as provided in this Agreement.

9.5. Notices. Either party may send any notices required pursuant to this Agreement, except notices of termination and notices regarding indemnity obligations, by first class mail, electronic transmission, certified mail or a recognized overnight delivery service, to the last known physical or electronic address for Participant in QHN's records. All termination notices under this Agreement by either party, and all notices regarding indemnity obligations, shall be made in writing and sent via certified mail, return receipt requested, or a recognized overnight delivery service, to the addresses of the parties set forth above.

9.6. Assignment. Neither party's rights, duties and responsibilities pursuant to this Agreement may be assigned or delegated without the prior written consent of the other party, except for a transfer or assignment to a parent, subsidiary or affiliate or an entity with which it is merged or consolidated, or the purchaser of all or substantially all of its assets provided that the transferee assumes all of its obligations under this Agreement.

9.7. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, unless the invalid or unenforceable provision is material to this Agreement and its invalidity or unenforceability

results in substantial economic detriment to either party to this Agreement.

9.8. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

9.9. Benefit. The terms and provisions of this Agreement shall bind and benefit Participant and permitted assigns and shall bind and benefit QHN and its permitted assigns. There shall be no third-party beneficiaries of this Agreement.

9.10. Interpretation. Any ambiguity or inconsistency in this Agreement shall be resolved in favor of a meaning that permits both parties to comply with applicable laws.

9.11. Non-Exclusion. Each party represents and warrants that it and its employees are not and have not been sanctioned, debarred, excluded or otherwise declared ineligible to participate in any state or federal health care program. If a party is ever sanctioned, debarred, excluded or otherwise declared ineligible for participation in any state or federal health care program, the other party to this Agreement may immediately terminate this Agreement by providing written notice of such termination.

ATTACHMENTS:

Exhibit A: Business Associate Agreement—
Covered Entity

Exhibit B: Orders

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**EXHIBIT A
TO
ELECTRONIC COMMERCE AGREEMENT**

Applicability: If Participant is a Covered Entity for which QHN is performing functions as a Business Associate of Participant, then QHN and Participant agree to be bound to the terms of this Business Associate Agreement. This Business Associate Agreement is only applicable if Participant is such a Covered Entity.

BUSINESS ASSOCIATE AGREEMENT—Covered Entity

This Business Associate Agreement (“Agreement”) is agreed to by Quality Health Network, Inc. (herein, “QHN”) and “Participant” named in the Electronic Commerce Agreement (“Services Agreement”) to which this Agreement is attached.

RECITALS:

WHEREAS, Participant is a health care provider or health plan. Participant desires to Use the QHN System provided by QHN for purposes of promoting the improvement of health care treatment, payment and operations.

WHEREAS QHN and Participant have entered into the Services Agreement, pursuant to which QHN will have access to Protected Health Information.

WHEREAS, the relationship between QHN and Participant created under the terms of this Services Agreement results in QHN’s classification as a “Business Associate” under HIPAA. The HIPAA regulations require Participant to enter agreements that include certain mandated provisions, which are included in this Agreement, with all vendors and contractors that are classified as “Business Associates.

WHEREAS, the purpose of this Agreement is to comply with a federal law, “HIPAA,” as defined below, that applies to QHN and Participant.

THEREFORE, In consideration of the mutual promises below and any fees paid pursuant to the Services Agreement, and the exchange of information pursuant to this Agreement, the parties agree as follows:

I. Definitions. The definitions in the Services Agreement are incorporated herein by this reference. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 C.F.R. parts 160 and 164.

II. QHN and Participant Obligations.

A. Permitted Uses and Disclosures of PHI by QHN. The scope of PHI that may be Used, Disclosed, or accessed and/or the functions performed by QHN includes PHI necessary to perform functions permitted or required by the Services Agreement, or to take other measures to satisfy the Participant’s obligations under 45 C.F.R. 164.524, as such measures are described in this Agreement. QHN may, if necessary, Use PHI for the proper management and administration of QHN, or to carry out legal

responsibilities of QHN, as may be allowed by the Information Privacy and Protection Laws. QHN may Disclose PHI for the proper management and administration of QHN or to carry out the legal responsibilities of QHN, provided the Disclosures are required by law, or QHN obtains reasonable assurances from the person to whom the information is Disclosed that the information will remain confidential and Used or further Disclosed only as required by law, or for purposes for which it was Disclosed to the person, and the person notifies QHN of any instances of which it is aware in which the confidentiality of the information has been Breached. QHN may Use and Disclose PHI in providing data aggregation services relating to the health care operations of the Participant. QHN may Use and Disclose PHI as required by law and for public health activities, as provided in 45 C.F.R. 164.512. QHN will not Use, Disclose, or access PHI in violation of any applicable Information Privacy and Protection Laws. QHN further agrees to not Use or further Disclose PHI other than as permitted or required by this Agreement or by law. QHN shall comply with the requirements of HITECH applicable to QHN as a Business Associate. Except as set forth above, QHN may not Use or Disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Participant.

- B. Access to Records. To the extent QHN has possession of PHI in a Designated Record Set, upon a request made by an Individual QHN agrees to provide access: (i) at the request of Participant to PHI in a Designated Record Set to Participant (but not to an Individual) as may be necessary to meet the requirements under 45 CFR 164.524; or (ii) directly to the Individual in a manner consistent with QHN Policies and in compliance with the requirements of 45 C.F.R. 164.524.
- C. Amendment to Records. QHN agrees to allow Participant (but not an Individual) to make any amendment(s) to PHI in a Designated Record Set in QHN's possession that Participant may be required to make pursuant to 45 CFR 164.526 in the time and manner designated by Participant. Participant shall make such amendments as may be required by applicable law. QHN will assist Participant as required by law with regard to such amendments. QHN is not responsible for making any amendments to medical records, or for the accuracy of any amendments made to medical records.
- D. Accounting for Disclosure of Records. QHN shall maintain an accounting or record of all Disclosures of PHI it makes only as required by and in accordance with 45 C.F.R 164.528. Records of Disclosures shall be retained by QHN for a period of time that complies with HIPAA and other applicable federal or state law requirements pertaining to record retention. The record of the Disclosure shall include the following information: (a) the date of the Disclosure; (b) the name and address of the organization and/or individual receiving the information; (c) a brief description of the information Disclosed; and (d) a copy of all requests for Disclosures. QHN agrees to provide to Participant (but not an Individual), in the time and manner designated by Participant, information collected in accordance with this section, to permit Participant to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- E. Mitigation. QHN agrees to mitigate, to the extent practicable, any harmful effect that is known to QHN of a Use or Disclosure of PHI by QHN in violation of the requirements of this Agreement.

- F. Safeguards and Security Incidents. At all times following the Receipt of PHI, until such time as the PHI is no longer in QHN's possession or subject to its control:
1. QHN shall implement administrative, physical, and technical safeguards, as required by the Security Rule, that reasonably and appropriately protect the confidentiality, integrity and availability of PHI that it Receives, maintains, or Transmits on behalf of Participant. Such administrative, physical, and technical safeguards shall be implemented in order to prevent any Use or Disclosure of PHI other than those permitted under this Agreement;
 2. QHN shall notify Participant of any Use or Disclosure of PHI not permitted by or contrary to the terms of this Agreement of which QHN becomes aware;
 3. QHN shall notify Participant of any Security Incident of which it becomes aware;
 4. QHN shall comply with the requirements of the Information Privacy and Protection Laws in order to notify Participant of any Breach of unsecured PHI following the discovery of such Breach. In any event, such notice will be provided without unreasonable delay and in no case later than thirty (30) days after discovery of a Breach of unsecured PHI. Such notice shall include the identification of each Individual whose unsecured protected health information has been, or is reasonably believed by QHN to have been, accessed, acquired or disclosed during such Breach. QHN and Participant will cooperate with each other with regard to reporting of such a Breach if such reporting is required by law.
- G. Disclosure of PHI to Third Parties. QHN may not Disclose PHI to Third Parties except under the following conditions:
1. The Disclosure is of the "minimum necessary" (as that term is defined in HIPAA) information for the purposes of the Disclosure, if such standard is required by applicable law; and
 2. The Disclosure is necessary to accomplish a purpose for which the PHI was Disclosed to the Receiving party and is permitted under applicable Information Privacy and Protection Laws and this Agreement.
- For purposes of this Agreement, a Participant or Participant User's access and Use of the QHN System shall not be considered a Disclosure of PHI by QHN under this Agreement.
- H. Subcontractors. In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, QHN agrees to ensure that any agent or subcontractor of QHN agrees to the same restrictions, conditions and requirements as regards PHI that apply to QHN throughout this Agreement when such agents or subcontractors are performing any of the tasks, duties, or obligations required of QHN by this Agreement.

- I. De-identified PHI. QHN is authorized to Use PHI to de-identify the information in accordance with 45 C.F.R. 164.514(a)-(c). Once de-identified, such information may be used or disclosed as allowed by applicable law.
- J. Privacy Practices and Restrictions. Participant shall notify QHN of any limitation(s) in the notice of privacy practices of Participant under 45 C.F.R. 164.520, to the extent that such limitation may affect QHN's Use or Disclosure of PHI. Participant shall notify QHN of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her PHI, to the extent that such changes may affect QHN's Use or Disclosure of PHI. Participant shall notify QHN of any restriction on the Use or Disclosure of PHI that Participant has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect QHN's Use or Disclosure of PHI.
- K. Auditing of Records. QHN agrees to make its internal practices, books, and records relating to its access to, Use, and Disclosure of PHI received from or on behalf of Participant or created by QHN on behalf of Participant available to Participant or, at the request of Participant, to the U.S. Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by Participant or the Secretary for purposes of determining compliance with Information Privacy and Protection Laws.
- L. Breach Notification by Participant in eHealth Exchange. At all times while subject to this Agreement and when accessing data from the eHealth Exchange through use of the QHN System:
1. As soon as reasonably practicable, but no later than five (5) business days after determining that a Breach occurred and is likely to have an adverse impact on the QHN System or another user, Participant will notify QHN, and will assist and cooperate with QHN in the notification by QHN of any other user of the QHN System likely impacted by the Breach and the eHealth Exchange Coordinating Committee. The notification by Participant to QHN shall include all information required by QHN's Standards. Participant shall supplement the information contained in the notification as it becomes available.
 2. Notwithstanding the above, within one (1) hour of discovering information that leads Participant to reasonably believe that a Breach may have occurred and that such Breach involves a federal government user, Participant will alert QHN and will work with QHN to provide notification to the federal government user of the discovery of the Breach. Further, within twenty-four (24) hours of determining that a Breach has occurred and is likely to have an adverse impact on a federal government user, Participant shall assist and cooperate with QHN to provide notification to all such federal government users that are likely impacted by the Breach and the eHealth Exchange Coordinating Committee.
- M. Compliance with Law and Agreement. To the extent QHN is to carry out one or more of the Participant's obligations under Subpart E of 45 C.F.R. Part 164, QHN

shall comply with the requirements of Subpart E that apply to Participant's performance of such obligations. Each party to this Agreement shall comply with, and as applicable shall require its directors, officers and employees to comply with, all applicable Information Privacy and Protection Laws and with each party's duties and obligations pursuant to this Agreement.

- N. Incorporation of Additional Requirements; Construction. The requirements of applicable law pertaining to PHI are, to the extent not adequately provided for in this Agreement, hereby incorporated by this reference and shall become a part of this Agreement. This Agreement shall be construed as broadly as necessary to implement and comply with Information Privacy and Protection Laws.

III. Obligations of Participant.

- A. If necessary for QHN to perform its obligations under the terms of the Services Agreement, Participant shall provide QHN with the notice of privacy practices that Participant produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- B. Participant shall provide QHN with any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, if such changes affect QHN's permitted or required Uses and Disclosures.
- C. Participant shall notify QHN of any restriction to the Use or Disclosure of PHI that Participant has agreed to or any alternate means of communication requirements with an Individual that Participant must comply with in accordance with 45 CFR 164.522.

IV. Term and Termination.

- A. Effective Date. The Effective Date of this Agreement shall be the Effective Date of the Services Agreement.
- B. Term. Except as otherwise agreed, this Agreement shall be in effect for the term of the Services Agreement and shall remain in effect until all of the PHI provided by Participant to QHN, or created or Received by QHN on behalf of Participant, is destroyed or returned to Participant, or if it is not feasible to return or destroy PHI, protections are extended to such information in accordance with the termination provisions of this Agreement.
- C. Termination for Cause. Notwithstanding anything to the contrary in this Agreement or the Services Agreement, upon gaining knowledge of a material breach by QHN of the terms of this Agreement, including but not limited to a pattern or practice that would constitute a breach of this Agreement, Participant may at its sole discretion:
1. Immediately terminate this Agreement and the Services Agreement, and suspend all services (without penalty) immediately upon written notice to QHN without any term of notice and/or judicial intervention being required, and without liability on behalf of Participant for such suspension; or,
 2. Allow QHN an opportunity to cure the breach.

- D. Participant Rights Upon Termination. Upon termination of this Agreement, QHN may retain data received from Participant. With regard to such data that is PHI, QHN will continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to protect Use or Disclosure of the PHI for as long as QHN retains the PHI and for data that is not PHI, QHN shall comply with all applicable laws to safeguard the confidentiality of such data. QHN will not Use or Disclose such PHI retained by QHN, other than for the purposes for which such PHI or CSI was retained and subject to the same conditions of this Agreement which applied prior to termination.

V. Miscellaneous.

- A. Amendment of Agreement. Except as otherwise set forth in this Agreement, this Agreement shall not be changed, modified or altered except by amendment, which, to be valid and enforceable, shall be in writing and signed by the parties. Notwithstanding the foregoing, QHN may unilaterally amend this Agreement in order to comply with any applicable federal or state laws or regulations, including but not limited to Information Privacy and Protection Laws, effective immediately upon written notice to Participant. Upon the addition of, change, or amendment to any applicable federal or state laws or regulations, including but not limited to Information Privacy and Protection Laws, which would require an amendment to this Agreement, this Agreement shall be deemed to be amended to comply with such addition, change or amendment.
- B. Interpretation. The requirements of applicable law pertaining to PHI are, to the extent not adequately provided for in this Agreement, hereby incorporated by this reference and shall become a part of this Agreement. This Agreement shall be construed as broadly as necessary to implement and comply with Information Privacy and Protection Laws.

**EXHIBIT B
TO
ELECTRONIC COMMERCE AGREEMENT**

Orders

- I. Fees.** One time and/or recurring fees for use of the QHN System and other products and services shall be those set forth on an Order which QHN will provide to Participant. Participant shall pay QHN the fees set forth on the Order pursuant to the payment terms of the Order and this Agreement. Any amounts owed to QHN which are not paid when due shall bear interest at the rate of eighteen percent (18%) per annum. The payment amount and interest rate are subject to change upon sixty (60) days written notice to Participant from QHN, subject to Participant's right to terminate the Agreement as provided herein. QHN may refuse Participant and Participant Users access to uses of the QHN System if payment is not timely made by Participant.
- II. Uses, Products and Services.** The Order shall describe Participant's access and use of the QHN System or other products and services provided by QHN.
- III. Order Issuance and Acceptance.** Orders are issued by QHN. Orders shall be binding upon QHN and Participant upon execution by Participant and acceptance by QHN.
- IV. Termination.** Either QHN or Participant may terminate an Order upon sixty (60) days prior written notice. Participant shall pay QHN for any work completed up to the date of the termination. Termination of an Order shall not terminate this Agreement.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item:

Action Requested: Discussion

Parties to the Agreement: Caring for Colorado

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Funding will aim to increase access to low income workers, Spanish -speaking individuals, remote communities, and youth

Fiscal Impact: \$35164.00

Submitted by: ELIZABETH HOLENA

Submitter's Email Address: elizabeth.holena@state.co.us

Finance Review:

Required

Not Required

Comments:

This is a new grant, will need to do budget amendment if awarded. No cost to County.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 4/16/2021

County Attorney Review:

Required

Not Required

Comments:

Reviewed and does not present legal issues at this time. If funding is awarded CAO would like to review funding agreement. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 4/16/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 4/16/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 4/20/2021

Caring for Colorado Equity Grant – Application Questions

Funding Range: \$10,000 - \$100,000

Funds can be used for expenses directly related to outreach, education, and vaccine access activities. The following are examples of activities the funds can be used to support:

- Community health workers to provide one-on-one or small group health education and vaccine trust building engagement (ensuring strict compliance with public health orders concerning mask wearing and social distancing).
- Education and will-building campaigns using culturally appropriate messaging and media platforms, using digital and non-digital channels best suited for different communities.
- Low-barrier vaccine access such as pop-up or targeted immunization clinics in trusted spaces (churches, community centers, schools) or door-to-door vaccines for people with mobility barriers.
- Supportive services to reduce barriers to vaccine clinics including transportation assistance, translation and interpretation, scheduling assistance for those without digital access and other supports identified at the community level.
- Other emerging and best practice strategies that support people to seek and access the vaccine.

Proposal Summary (500 words max):

Gunnison County Health and Human Services (HHS) is requesting \$35,164 in funding to increase vaccine equity among Gunnison County residents. To do so, HHS will aim to increase access to low-income workers, Spanish-speaking individuals, remote communities, and youth. So far, Gunnison County has fully vaccinated around 6,700 individuals of about 17,500 total residents. It has a goal of getting 12,000 people vaccinated by the end of the summer, which would be around 80% of the county's current eligible population.

In order to get to 12,000 vaccinated individuals, it will be essential to improve vaccine access and interest for the vulnerable populations listed above. The funding from Caring for Colorado's Together We Protect will give Gunnison County HHS the resources to hold mobile vaccine clinics, hire more Spanish-speaking staff, and increase vaccine education efforts in order to make the 12,000-person goal achievable.

1. Briefly introduce your organization

Gunnison County Health and Human Services provides services to all residents of Gunnison. Its mission is to provide culturally-competent advocacy, prevention, protection and support services to families of Gunnison and Hinsdale counties so they can prosper and thrive in a healthy and supportive community. Gunnison County consists of 17,462 residents and a land area of 3,239.10 square miles, giving it a population per square mile of 4.7 (US Census Bureau). The rural nature of the county, along with the mix of culture in tourism and ranching, give Gunnison County unique challenges when it comes to vaccine distribution.

2. Describe what communities/populations the organization aims to reach through the proposed effort and provide some context for why you are focusing on them. You can include demographic information such as race, ethnicity, gender, sexual orientation, and/or socioeconomic characteristics; impact of COVID-19; knowledge and beliefs about vaccination (if known), or other relevant data and information related to systemic inequities in vaccine access.

Through this funding, Gunnison County HHS aims to increase access and vaccination rates among several communities and populations. These include our Spanish-speaking population, low-income workers, remote communities, and youth as these groups have either disproportionately suffered throughout the pandemic or have traditionally faced more barriers in receiving healthcare services. Some of these barriers include distrust of government and healthcare officials due to traditionally poor treatment and discrimination, a lack of language resources that make it difficult to access services, and minimal time, money, and transportation services.

During the pandemic, low-income workers were often the first let go due to closings as well as the first to come back when businesses started reopening, putting themselves at high risk to contract the virus. Spanish-speaking individuals make up a lot of the low-income workforce in Gunnison County due to long-term systemic inequities and have been put into these difficult situations as a result.

On top of the socioeconomic challenges Spanish-speaking individuals face, they often face language barriers in accessing healthcare services. The lack of translation services and staff in Gunnison County, as well as dangerous federal dialect and government mistrust, have made the pandemic an especially difficult time for Spanish-speaking individuals.

Individuals and families living in Gunnison County's more remote communities may have to drive long distances to get access to a vaccine. The town of Marble is over a three-hour drive from the main vaccination site in the city of Gunnison. While there is a contract established with neighboring counties, who may have vaccine sites closer to these communities, a data analysis will determine if greater efforts need to be made here to increase access for individuals and families living in these remote areas.

While youth may not typically be viewed as a group that has disproportionately suffered throughout the pandemic, young people have struggled with the closing of schools and the many challenges that brings. Parents had to stay at home, some couldn't afford lunch, and social interaction was extremely limited during a time of life in which social engagement is so important. And while children and young people may not be high-risk individuals themselves, they can further community spread.

3. Describe what you will do to increase vaccine access in the communities you serve. Include a description of key activities and how you will ensure you are reaching the members of your community experiencing the greatest hesitancy and/or barriers to vaccine access.

Gunnison County HHS will increase vaccine access for Spanish-speaking individuals by improving language support resources at vaccine clinics as well as engaging in educational efforts to decrease vaccine hesitancy. To improve language support, HHS will recruit 10 Spanish-speaking volunteers to work upcoming vaccine clinics and provide translation services for patients. To reimburse them for their time and avoid burnout from these volunteers, HHS will provide each of them with a \$700 stipend.

Gunnison County HHS also plans to hire a Promotora to help build vaccine trust among the Spanish-speaking community while also helping members sign up for vaccine appointments. This role will be essential in increasing the demand for the vaccine and actually getting people to the clinics.

Once vaccines become available for youth, and we are in line with state distribution guidelines, Gunnison County HHS wants to vaccinate as many young people in the county as possible. Ideally, and depending on the FDA's timeline, we will vaccinate a large proportion of young people before the start of the 2021-2022 school year. In doing so, Gunnison County will garner youth input to design a vaccination plan that will ensure access and comfort for those getting their dose.

Throughout the vaccine rollout process, Gunnison County HHS has been largely dependent on volunteers to run mass clinics. To ensure continued volunteer commitment, and our current rate of vaccine distribution, HHS wants to provide as much support to these volunteers as possible. Some of the requested funds will be used to purchase meals for our staff and volunteers during the vaccine clinics.

A data analysis will be conducted in order to determine the need of our more remote communities and whether more focused efforts need to be made to increase vaccine access for these individuals and families.

4. Describe what you hope to achieve by the end of the project (this can include number of people reached, changes in knowledge and acceptance of the vaccine, other outcomes).

By the end of the summer, Gunnison HHS hopes to have at least 12,000 Gunnison County residents fully vaccinated, which would be around 80% of the currently eligible population. This means 2,000 people need to receive their second doses and 4,000 additional individuals need to receive both first and second doses. To do so, we hope to continue providing vaccinations in an efficient and effective manner to those who want it, while encouraging those who may have vaccine hesitancy or other barriers to get their dose through community engagement efforts.

5. Describe who you will partner with on this project, what their roles will be, and how you will coordinate with them to implement this project. If your project includes vaccination, describe how the project will be connected to state-contracted vaccine providers to ensure smooth access to COVID-19 vaccines.

Gunnison HHS and its internal Multicultural Resources Coordinator will be partnering with Gunnison Valley Health (GVH), Emigrantes Unidos de Gunnison, the City of Gunnison, the Town of Marble, the Town of Pitkin, Gunnison Watershed School District (GWSD), and Western Colorado University (WCU).

GVH has been assisting Gunnison HHS with the organization and staffing of vaccine clinics, and will continue to provide that support moving forward.

Emigrantes Unidos de Gunnison has been and will continue to partner with the Gunnison HHS and its Multicultural Resource Coordinator to help build vaccine trust and ensure as many Spanish-speaking individuals get their vaccine as possible.

The City of Gunnison provides law enforcement support for all of the mass vaccine clinics.

The Town of Marble will partner with Gunnison HHS to establish a mass clinic in their community for easier access for its residents.

The Town of Powderhorn will partner with Gunnison HHS to establish a mass clinic in their community for easier access for its residents.

GWSD will be essential in encouraging youth to get the vaccine as well as in holding a safe and accessible location for students to access the vaccine.

WCU will continue to partner with Gunnison HHS in communicating with and encouraging their 2,500 students to get vaccinated throughout the rest of the year.

6. Briefly describe how you expect to use the funds you are requesting. These are estimates and do not have to be exact. *Example description: \$8,000 for staff time to organize the event and make calls for appointments and follow-up, \$2,000 for language interpretation, \$500 for transportation supports, \$500 to rent tables and chairs, \$500 for food for vaccine event volunteers, \$500 for extra PPE supplies.*

\$7,188 for volunteer stipends for those who work at least 10 vaccine clinics, with a focus on recruiting more Spanish-speaking volunteer staff to provide language assistance at vaccine clinics and information sessions.

\$6,000 to hire a Promotora as temporary position from June 1 to Dec 31, 2021. This individual will work with the Multicultural Resource Coordinator in building vaccine trust and interest among the Spanish-speaking and immigrant community. This individual will also provide translation services at vaccine clinics.

\$12,576 for staff time to hold vaccine clinics for general population and to conduct youth outreach and educational efforts once the vaccine become available to younger individuals.

PH Nurse @ \$35/hour x 8 hours per week x 12 weeks = \$3,360

PH Nurse @ \$35/hour x 8 hours per week x 12 weeks = \$3,360

Health Educator @ \$21/hour x 8 hours per week x 12 weeks = \$2,016

Admin @ \$20/hour x 8 hours per week x 12 weeks = \$1,920

Admin @ \$20/hour x 8 hours per week x 12 weeks = \$1,920

\$6,000 for staff and volunteer support for vaccine clinics, such as food and snacks. This money could also be used to hold an informational session around vaccines in an attempt to alleviate hesitancy within the community.

\$500 for travel assistance to clinics, such as gas cards and rides with the local transportation service, Alpine Express.

\$900 for needles to use at vaccine clinics

\$2,000 for vaccine education resources, including print materials, newspaper space, and radio time

\$35,164 total funds requested

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

April 19, 2021 – May 31, 2021
As of 4/19/2021

Board of County Commissioners

1. [BOCC Regular Meeting](#)
April 20, 2021, All Day @ BOCC Boardroom
[More Details](#)

2. [BOCC Work Session](#)
April 27, 2021, All Day @ BOCC Boardroom
[More Details](#)

3. [BOCC Regular Meeting](#)
May 4, 2021, All Day @ BOCC Boardroom
[More Details](#)

4. [Mayors & Managers Meeting - Hosted by Gunnison Valley Health](#)
May 6, 2021, 12:00 PM - 1:30 PM
[More Details](#)

5. [BOCC Work Session](#)
May 11, 2021, All Day @ BOCC Boardroom
[More Details](#)

6. [BOCC Regular Meeting](#)
May 18, 2021, All Day @ BOCC Boardroom
[More Details](#)

7. [BOCC Work Session](#)
May 25, 2021, All Day @ BOCC Boardroom
[More Details](#)

Gunnison-Hinsdale Board of Human Services

1. [Gunnison-Hinsdale Board of Human Services Meeting](#)
April 20, 2021, All Day @ BOCC Board Room
[More Details](#)

Gunnison County Organization

1. [Holiday - Memorial Day - Offices Closed](#)
May 31, 2021, All Day
[More Details](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Request for Approval; Gunnison Nordic Fundraiser R

Action Requested: Motion

Parties to the Agreement: Gunnison Nordic

Term Begins: 5/27/2021

Term Ends: 5/27/2021

Grant Contract #:

Summary:

Gunnison Nordic has requested permission to ride up and back on Cottonwood Pass before it is open for traffic. It would be a fund raiser for their organization.

Fiscal Impact: None Anticipated

Submitted by: Marlene D. Crosby

Submitter's Email Address: mcrosby@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 4/16/2021

County Attorney Review:

Required

Not Required

Comments:

CAO understands this is simply to gauge interest. No contract for event exists as it is not confirmed. If moves forward then CAO would need to review any agreements. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 4/16/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/16/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM Report

Agenda Date: 4/20/2021



FRAZIER INSURANCE AGENCY, INC.

SPECIALTY BROKERS

PHONE: (804) 754-7610
E-MAIL: IFrazier@frazierinsurance.com

FAX: (804) 754-7613
WEB: www.Frazierinsurance.com

DATE: April 12, 2021

PAGES (INCLUDING THIS COVER): 4

TO: Jack Lawson
COMPANY: Lawson Insurance LLC

FROM: Bill Frazier

REFERENCE: NSSP, Inc.-Alpine-Gunnison Nordic Club Inc.

Jack,

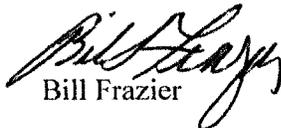
Attached are a General Liability quotation for the subject account in the Aegis Security Insurance Company (A rated, Admitted), and an Excess Accident Medical quotation in the Aegis Security Insurance Company (A rated, Admitted).

The Excess Accident Medical coverage may be purchased as a separate policy, but the liability is sold as a package and requires the Excess Medical policy as a condition of coverage.

****Important** Please note that standard Additional Insured certificate requests are included in the GL premium. Blanket Additional Insured coverage is not included. All AI requests must be sent to our office in writing in order to process. Excessive certificate requests or non-standard entities may require additional premium.**

Requests for Waiver of Subrogation and/or Primary Non-Contributory Endorsement are charged at \$100.00 + \$10.00 Administrative Fee per each individual request.

Thanks for the opportunity to offer quotation.


Bill Frazier



FRAZIER INSURANCE AGENCY, INC.

SPECIALTY BROKERS

GENERAL LIABILITY QUOTATION CARRIER: AEGIS SECURITY INSURANCE COMPANY

TO: Jack Lawson – Lawson Insurance LLC
RE: NSSP, Inc.-Alpine-Gunnison Nordic Club Inc.

DATE: April 12, 2021

We are pleased to offer a quotation on the above as follows:

Premium: \$250.00 at 15.0% commission with 100% Minimum/ Deposit & 100% Minimum Earned Premium.

(Administrative Fee \$50.00 + Broker Fee \$37.50 in Addition)

Total Due: \$337.50

Total Due Less Commission: \$300.00

Limits of Liability:	\$2,000,000	General Aggregate
	\$2,000,000	Products & Completed Operations Aggregate
Eff. Date: 05/14/2021	\$1,000,000	Each Occurrence
Exp. Date: 05/31/2021	\$1,000,000	Personal & Advertising Injury
12:01 AM	\$ 300,000	Damage to Rented Premises
	\$ 5,000	Medical Payments

Coverage: Commercial General Liability Coverage Form
 Athletic Participant Liability
Form: Occurrence \$ -0- Deductible Per Claim

Main But Not All Exclusions:

War Liability, Hazardous Materials, Intercompany Product Suits, Fireworks/Amusement Rides & Motorsports, Fungi or Bacteria, Assault & Battery, Communicable Diseases, Independent Contractors, Non Owned/Hired Automobile Liability, Performers, Injury to Performers/Crew, Liquor Legal Liability, Employment-Related Practices, Professional Liability, Rap/Hip-Hop/Heavy Metal, Inflatable Amusement Devices, Slides, Mechanical Bucking Devices: including Multi Ride Attachments, Permanent Rock Wall Structures, Security Forces, Trampolines, Zip Lines, and Sexual Abuse/Molestation.

Subject to: Receipt of Premium Your Office Before Binding by Our Office.

QUOTE VALID UNTIL: 05/14/2021

THANKS!

Bill Hayes
President



FRAZIER INSURANCE AGENCY, INC.

SPECIALTY BROKERS

EXCESS ACCIDENT MEDICAL QUOTATION CARRIER: AEGIS SECURITY INSURANCE COMPANY

TO: Jack Lawson – Lawson Insurance LLC
RE: NSSP, Inc.-Alpine-Gunnison Nordic Club Inc.

DATE: April 12, 2021

We are pleased to offer a quotation on the above as follows:

Premium: \$179.90 at 15.0% commission with 100% Minimum/Deposit & 100% Minimum Earned Premium. (Broker Fee \$26.99 in Addition)

Total Due: \$206.89

Total Due Less Commission: \$179.9

Eligibility: All Persons who are amateur sports participants of the Subscriber, including coaches, officials and volunteers.

Medical Limit: \$10,000.00

Dental Limited 100% of U&C

AD&D Limit \$10,000.00

Deductible Per Injury \$100.00

Benefit Period: 52 Weeks

Reporting Period: 90 Days From Date of Accident

Effective Date: 05/14/2021

Expiration Date: 05/31/2021 12:01 AM

QUOTE VALID UNTIL: 05/14/2021

THANKS!


President



FRAZIER INSURANCE AGENCY, INC.

SPECIALTY BROKERS

Optional Coverages (Requires General Liability to be Purchased)

Increased Aggregate Limit Options:

Option 1: The General Aggregate and Products/Completed Operations Limit can be increased to \$3,000,000.00 for an increase of 5% to Quoted General Liability Premium.

Option 2: The General Aggregate and Products/Completed Operations Limit can be increased to \$4,000,000.00 for an increase of 10% to Quoted General Liability Premium.

Option 3: The General Aggregate and Products/Completed Operations Limit can be increased to \$5,000,000.00 for an increase of 15% to Quoted General Liability Premium.

Hired/Non-Owned Auto Liability Coverage Options:

Option 1: \$50,000 Hired/Non-Owned Auto Liability Coverage can be added for an increase of \$200.00 to Quoted General Liability Premium.

Option 2: \$100,000 Hired/Non-Owned Auto Liability Coverage can be added for an increase of \$400.00 to Quoted General Liability Premium.

Option 3: \$150,000 Hired/Non-Owned Auto Liability Coverage can be added for an increase of \$600.00 to Quoted General Liability Premium.

Option 4: \$1,000,000 Hired/Non-Owned Auto Liability Coverage can be added for an increase of \$800.00 to Quoted General Liability Premium.

Please note that 12 and 15+ Passenger Vans are excluded. Please contact me if you would like this application.

Abuse/Molestation Sublimit Option

Option 1: \$50,000 Sexual Abuse/Molestation Coverage can be added for an increase of \$500.00 to Quoted General Liability Premium.

Option 2: \$100,000 Sexual Abuse/Molestation Coverage can be added for an increase of \$750.00 to Quoted General Liability Premium.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Cash Transfer Report - March 2021

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

March 2021 Cash Transfer Report

Fiscal Impact: \$3,093,890.70

Submitted by: Juan Guerra

Submitter's Email Address: jguerra@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: 4/15/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 4/20/2021



**GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
MARCH 2021**

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(838,557.90)
130	95 11122	General - Payroll Account	779,807.57	0.00
150	01 11102	General - Water Resources	0.00	0.00
155	01 11103	General - Workforce Impact Fee:	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(1,798,970.29)
002	02 11900	Road & Bridge	0.00	(196,557.82)
003	03 11900	Human Services	0.00	(44,068.05)
004	04 11900	Public Health Agency	0.00	(11,941.21)
007	07 11900	Conservation Trust	11,432.96	0.00
008	08 11900	Bond Fund	0.00	0.00
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	173,436.84	0.00
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	221,214.63	0.00
013	13 11900	Land Preservation	50,313.78	0.00
030	30 11900	Mosquito Control	1,210.28	0.00
032	32 11900	Sage Grouse Trust	3,311.19	0.00
034	34 11900	Risk Management	0.00	(2,026.95)
041	41 11900	Airport Construction	0.00	(40,050.00)
043	43 11900	Capital Expenditures	0.00	0.00
050	50 11900	Gunnison County Sewer	0.00	(38,472.86)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(16,551.41)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(97,618.20)
125	52 11101	Solid Waste - Landfill Closure	2,888.55	0.00
126	52 11102	Solid Waste - Landfill Const	10,726.08	0.00
070	70 11900	Housing Authority	13,126.32	0.00
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	0.00	(4,317.00)
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	115,354.41	0.00
082	82 11900	ISF-II	6,655.48	0.00
090	90 11900	Health Insurance Trust	62,059.47	0.00
115	90 11101	Health Insurance Claims	79,980.78	0.00
091	91 11900	Local Marketing District	28,610.87	0.00
092	92 11900	Transportation Authority	124,399.73	0.00
093	93 11900	Public Trustee Agency	0.00	(4,759.01)
145	95 11121	Accounts Payable Clearing	1,409,361.76	0.00
TOTALS			\$ 3,093,890.70	\$ (3,093,890.70)

TRANSFERS FOR JOURNAL ENTRIES:

103199, 103200, 103201, 103202, 103203, 31968, 31973, 31974, 103137, 103172, 103148, 103149, 103150, 103170, 103171, 103134, 103151, 103198, 103196, 103195, 103207, 340, AP MAR, MAR GBI, MAR PRJ,

PREPARED BY: _____

DATE: 4/9/21

AUTHORIZED BY: _____

DATE: 4/9/21

RECEIVED BY TREASURER: _____

DATE: 4-9-21

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING: MARCH 2021

Balance	JE's	Description	Finance Business Date	01	01	02	03	04
				General Fund 01 11900	Revenue Clearing 01 11106	Road & Bridge 02 11900	Human Services 03 11900	Public Health 04 11900
0.00	103199,	STND1: VEHICLE/EQUIPMENT RENT	03/31/21	(16,219.98)			(245.83)	
0.00	103200,	STND2: BUDGETED INTERFUND TRANSF	03/31/21	49,200.65		(8,048.33)		(5,971.58)
0.00	103201,	STND3: MAPPING SYSTEM CHARGES	03/31/21	(11,864.01)		(1,675.91)	(22.08)	(22.08)
0.00	103202,	STND4: TELEPHONE/FAX SYSTEM CHARG	03/31/21	(4,480.33)		(412.50)	(881.25)	(524.99)
0.00	103203,	STND5: COMPUTER SYSTEM CHARGES	03/31/21	(25,289.58)		(2,870.83)	(1,750.00)	(3,419.83)
0.00	31968,	RECLASS PHOTOCOPY TO CORR ACCT	02/28/21	(9.80)			9.80	
0.00	31973,	EQUIPMENT USAGE FEB	02/28/21	(134.50)		(208,253.08)		
0.00	31974,	MATERIAL USAGE FEB	02/28/21			(15,966.84)		
0.00	103137,	PAY SURPLUS CASH	03/31/21					
0.00	103172,	NET PAYROLL TRANSFER MAR	03/31/21	(779,807.57)				
0.00	103148,	POSTAGE USE MARCH	03/31/21	(1,056.00)				
0.00	103149,	COPIES BLACK MARCH 2021	03/31/21	(1,101.42)		(1.40)	(12.72)	(4.24)
0.00	103150,	COPIES COLOR MARCH 2021	03/31/21	(688.86)		(1.44)	(0.90)	(1.80)
0.00	103170,	RECORD PW COMP EARNED MAR	03/31/21	(23.77)		533.48		
0.00	103171,	REVENUE CLEARING ACTIVITY MAR	03/31/21	66,878.23	(1,798,970.29)	201,683.96	131,849.50	30,188.41
0.00	103134,	REC MED/DEN/FLEX/Rx CHECKS MAR	03/31/21	(5,003.62)				
0.00	103151,	LANDFILL SURCHARGE ALLOC MAR	03/31/21					
0.00	103198,	DHS ACCOUNTING TIME 1ST QTR	03/31/21	1,827.21			(1,827.21)	
0.00	103196,	DHS ATTORNEY TIME 1ST QTR	03/31/21	19,936.35			(19,936.35)	
0.00	103195,	DHS RENT MAR	03/31/21	12,297.00			(12,297.00)	
0.00	103207,	CASH TRANSFER MARCH 2021	03/31/21	(80,000.00)				80,000.00
0.00	340,	WATER & SEWER POSTAGE 1ST QTR	01/31/21	524.15				
0.00	AP MAR,	AP CLEARING MARCH	03/31/21	(470,637.31)		(7,018.24)	(8,346.19)	(12,986.52)
0.00	MAR GBI,	LANDFILL INTERFUND CHARGES MAR	02/28/21					
0.00	MAR PRJ,	Payroll Journals	03/31/21	407,095.26		(154,526.69)	(130,607.82)	(99,198.58)
0.00		Cash Transfer adjustments		-	-	-	-	-
0.00		TOTALS		(838,557.90)	(1,798,970.29)	(196,557.82)	(44,068.05)	(11,941.21)

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

MARCH 2021

JE's	Description	Finance Business Date	07	08	08	08	10	10	12
			Conservation Trust 07 11900	Bond Fund 08 11900	Series 2010 Bond Reserve 08 11101	Series 2013 Bond Reserve 08 11102	Airport Operations 10 11900	Terminal Construction 10 11101	Sales Tax 12 11900
103199,	STND1: VEHICLE/EQUIPMENT RENT	03/31/21					(502.25)		
103200,	STND2: BUDGETED INTERFUND TRANSF	03/31/21					(5,577.33)		(8,333.33)
103201,	STND3: MAPPING SYSTEM CHARGES	03/31/21					(22.08)		
103202,	STND4: TELEPHONE/FAX SYSTEM CHARG	03/31/21					(300.00)		
103203,	STND5: COMPUTER SYSTEM CHARGES	03/31/21					(1,654.17)		
31968,	RECLASS PHOTOCOPY TO CORR ACCT	02/28/21							
31973,	EQUIPMENT USAGE FEB	02/28/21							
31974,	MATERIAL USAGE FEB	02/28/21							
103137,	PAY SURPLUS CASH	03/31/21							
103172,	NET PAYROLL TRANSFER MAR	03/31/21							
103148,	POSTAGE USE MARCH	03/31/21							
103149,	COPIES BLACK MARCH 2021	03/31/21					(28.61)		
103150,	COPIES COLOR MARCH 2021	03/31/21					(88.38)		
103170,	RECORD PW COMP EARNED MAR	03/31/21							
103171,	REVENUE CLEARING ACTIVITY MAR	03/31/21	11,432.96				313,286.19		368,355.58
103134,	REC MED/DEN/FLEX/Rx CHECKS MAR	03/31/21							
103151,	LANDFILL SURCHARGE ALLOC MAR	03/31/21							
103198,	DHS ACCOUNTING TIME 1ST QTR	03/31/21							
103196,	DHS ATTORNEY TIME 1ST QTR	03/31/21							
103195,	DHS RENT MAR	03/31/21							
103207,	CASH TRANSFER MARCH 2021	03/31/21							
340,	WATER & SEWER POSTAGE 1ST QTR	01/31/21							
AP MAR,	AP CLEARING MARCH	03/31/21					(64,122.87)		(138,807.62)
MAR GBI,	LANDFILL INTERFUND CHARGES MAR	02/28/21							
MAR PRJ,	Payroll Journals	03/31/21					(67,553.66)		
	Cash Transfer adjustments		-	-	-	-	-	-	-
	TOTALS		11,432.96	-	-	-	173,436.84	-	221,214.63

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

MARCH 2021

JE's	Description	Finance Business Date	13	30	32	34	41	43
			Land Preservation 13 11900	Mosquito Control 30 11900	Sage Grouse 32 11900	Risk Management 34 11900	Airport Construction 41 11900	Capital Expenditures 43 11900
103199,	STND1: VEHICLE/EQUIPMENT RENT	03/31/21						
103200,	STND2: BUDGETED INTERFUND TRANSF	03/31/21		1,277.00				
103201,	STND3: MAPPING SYSTEM CHARGES	03/31/21						
103202,	STND4: TELEPHONE/FAX SYSTEM CHARG	03/31/21						
103203,	STND5: COMPUTER SYSTEM CHARGES	03/31/21						
31968,	RECLASS PHOTOCOPY TO CORR ACCT	02/28/21						
31973,	EQUIPMENT USAGE FEB	02/28/21						
31974,	MATERIAL USAGE FEB	02/28/21						
103137,	PAY SURPLUS CASH	03/31/21						
103172,	NET PAYROLL TRANSFER MAR	03/31/21						
103148,	POSTAGE USE MARCH	03/31/21						
103149,	COPIES BLACK MARCH 2021	03/31/21						
103150,	COPIES COLOR MARCH 2021	03/31/21						
103170,	RECORD PW COMP EARNED MAR	03/31/21						
103171,	REVENUE CLEARING ACTIVITY MAR	03/31/21	50,313.78					
103134,	REC MED/DEN/FLEX/Rx CHECKS MAR	03/31/21						
103151,	LANDFILL SURCHARGE ALLOC MAR	03/31/21			4,436.19			
103198,	DHS ACCOUNTING TIME 1ST QTR	03/31/21						
103196,	DHS ATTORNEY TIME 1ST QTR	03/31/21						
103195,	DHS RENT MAR	03/31/21						
103207,	CASH TRANSFER MARCH 2021	03/31/21						
340,	WATER & SEWER POSTAGE 1ST QTR	01/31/21						
AP MAR,	AP CLEARING MARCH	03/31/21		(66.72)	(1,125.00)	(2,026.95)	(40,050.00)	
MAR GBI,	LANDFILL INTERFUND CHARGES MAR	02/28/21						
MAR PRJ,	Payroll Journals	03/31/21						
	Cash Transfer adjustments		-	-	-	-	-	-
	TOTALS		50,313.78	1,210.28	3,311.19	(2,026.95)	(40,050.00)	-

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

MARCH 2021

JE's	Description	Finance Business Date	50	50	51	51	52	52
			Sewer Fund 50 11900	Sewer Bond Reserve 50 11101	Water Fund 51 11900	Water Bond Reserve 51 11101	Solid Waste 52 11900	Landfill Closure 52 11101
103199,	STND1: VEHICLE/EQUIPMENT RENT	03/31/21	(397.13)		(576.68)		(10,584.73)	
103200,	STND2: BUDGETED INTERFUND TRANSF	03/31/21	(3,903.17)		1,061.17		(6,526.00)	
103201,	STND3: MAPPING SYSTEM CHARGES	03/31/21			(661.50)			
103202,	STND4: TELEPHONE/FAX SYSTEM CHARG	03/31/21						
103203,	STND5: COMPUTER SYSTEM CHARGES	03/31/21			(166.67)		(420.83)	
31968,	RECLASS PHOTOCOPY TO CORR ACCT	02/28/21						
31973,	EQUIPMENT USAGE FEB	02/28/21	(132.42)		(220.70)		(1,868.06)	
31974,	MATERIAL USAGE FEB	02/28/21						
103137,	PAY SURPLUS CASH	03/31/21						
103172,	NET PAYROLL TRANSFER MAR	03/31/21						
103148,	POSTAGE USE MARCH	03/31/21						
103149,	COPIES BLACK MARCH 2021	03/31/21						
103150,	COPIES COLOR MARCH 2021	03/31/21						
103170,	RECORD PW COMP EARNED MAR	03/31/21			(325.32)		(144.00)	
103171,	REVENUE CLEARING ACTIVITY MAR	03/31/21						
103134,	REC MED/DEN/FLEX/Rx CHECKS MAR	03/31/21						
103151,	LANDFILL SURCHARGE ALLOC MAR	03/31/21					(18,050.82)	2,888.55
103198,	DHS ACCOUNTING TIME 1ST QTR	03/31/21						
103196,	DHS ATTORNEY TIME 1ST QTR	03/31/21						
103195,	DHS RENT MAR	03/31/21						
103207,	CASH TRANSFER MARCH 2021	03/31/21						
340,	WATER & SEWER POSTAGE 1ST QTR	01/31/21	(350.65)		(173.50)			
AP MAR,	AP CLEARING MARCH	03/31/21	(30,328.61)		(6,449.27)		(22,861.32)	
MAR GBI,	LANDFILL INTERFUND CHARGES MAR	02/28/21						
MAR PRJ,	Payroll Journals	03/31/21	(3,360.88)		(9,038.94)		(37,162.44)	
	Cash Transfer adjustments		-	-	-	-	-	-
	TOTALS		(38,472.86)	-	(16,551.41)	-	(97,618.20)	2,888.55

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

MARCH 2021

JE's	Description	Finance Business Date	52 Landfill Construction 52 11102	70 Housing Authority 70 11900	70 Hsg Auth Deposits 70 11101	71 Senior Housing 71 11900	71 Senior Hsg. Deposits 71 11101	72 Assisted Living 72 11900	80 Internal Service I 80 11900
103199,	STND1: VEHICLE/EQUIPMENT RENT	03/31/21							28,526.60
103200,	STND2: BUDGETED INTERFUND TRANSF	03/31/21		(818.33)					(293.34)
103201,	STND3: MAPPING SYSTEM CHARGES	03/31/21		(22.08)					
103202,	STND4: TELEPHONE/FAX SYSTEM CHARG	03/31/21							(37.50)
103203,	STND5: COMPUTER SYSTEM CHARGES	03/31/21							(166.67)
31968,	RECLASS PHOTOCOPY TO CORR ACCT	02/28/21							
31973,	EQUIPMENT USAGE FEB	02/28/21							210,608.76
31974,	MATERIAL USAGE FEB	02/28/21							15,966.84
103137,	PAY SURPLUS CASH	03/31/21		15,669.00		(15,669.00)			
103172,	NET PAYROLL TRANSFER MAR	03/31/21							
103148,	POSTAGE USE MARCH	03/31/21							
103149,	COPIES BLACK MARCH 2021	03/31/21							
103150,	COPIES COLOR MARCH 2021	03/31/21							
103170,	RECORD PW COMP EARNED MAR	03/31/21							(40.39)
103171,	REVENUE CLEARING ACTIVITY MAR	03/31/21				11,352.00			
103134,	REC MED/DEN/FLEX/Rx CHECKS MAR	03/31/21							
103151,	LANDFILL SURCHARGE ALLOC MAR	03/31/21	10,726.08						
103198,	DHS ACCOUNTING TIME 1ST QTR	03/31/21							
103196,	DHS ATTORNEY TIME 1ST QTR	03/31/21							
103195,	DHS RENT MAR	03/31/21							
103207,	CASH TRANSFER MARCH 2021	03/31/21							
340,	WATER & SEWER POSTAGE 1ST QTR	01/31/21							
AP MAR,	AP CLEARING MARCH	03/31/21		(1,702.27)					(84,078.82)
MAR GBI,	LANDFILL INTERFUND CHARGES MAR	02/28/21							
MAR PRJ,	Payroll Journals	03/31/21							(55,131.07)
	Cash Transfer adjustments		-	-	-	-	-	-	-
	TOTALS		10,726.08	13,126.32	-	(4,317.00)	-	-	115,354.41

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

MARCH 2021

JE's	Description	Finance Business Date	82	90	90	91	92	93
			Internal Service II 82 11900	Health Insurance 90 11900	Health Claims Clearing 90 11101	Marketing District 91 11900	Transportation Authority 92 11900	Public Trustee 93 11900
103199,	STND1: VEHICLE/EQUIPMENT RENT	03/31/21						
103200,	STND2: BUDGETED INTERFUND TRANSF	03/31/21	(3,474.50)	(4,086.00)		(3,561.08)	(945.83)	
103201,	STND3: MAPPING SYSTEM CHARGES	03/31/21	14,289.74					
103202,	STND4: TELEPHONE/FAX SYSTEM CHARG	03/31/21	6,674.07					(37.50)
103203,	STND5: COMPUTER SYSTEM CHARGES	03/31/21	35,948.58					(210.00)
31968,	RECLASS PHOTOCOPY TO CORR ACCT	02/28/21						
31973,	EQUIPMENT USAGE FEB	02/28/21						
31974,	MATERIAL USAGE FEB	02/28/21						
103137,	PAY SURPLUS CASH	03/31/21						
103172,	NET PAYROLL TRANSFER MAR	03/31/21						
103148,	POSTAGE USE MARCH	03/31/21	1,056.00					
103149,	COPIES BLACK MARCH 2021	03/31/21	1,148.39					
103150,	COPIES COLOR MARCH 2021	03/31/21	781.38					
103170,	RECORD PW COMP EARNED MAR	03/31/21						
103171,	REVENUE CLEARING ACTIVITY MAR	03/31/21				253,235.92	360,393.76	
103134,	REC MED/DEN/FLEX/Rx CHECKS MAR	03/31/21		(74,977.16)	79,980.78			
103151,	LANDFILL SURCHARGE ALLOC MAR	03/31/21						
103198,	DHS ACCOUNTING TIME 1ST QTR	03/31/21						
103196,	DHS ATTORNEY TIME 1ST QTR	03/31/21						
103195,	DHS RENT MAR	03/31/21						
103207,	CASH TRANSFER MARCH 2021	03/31/21						
340,	WATER & SEWER POSTAGE 1ST QTR	01/31/21						
AP MAR,	AP CLEARING MARCH	03/31/21	(11,841.17)	(50,800.71)		(221,063.97)	(235,048.20)	
MAR GBI,	LANDFILL INTERFUND CHARGES MAR	02/28/21						
MAR PRJ,	Payroll Journals	03/31/21	(37,927.01)	191,923.34				(4,511.51)
	Cash Transfer adjustments		-	-	-	-	-	-
	TOTALS		6,655.48	62,059.47	79,980.78	28,610.87	124,399.73	(4,759.01)

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

MARCH 2021

JE's	Description	Finance Business Date	95	95
			Accounts Pay Clearing 95 11121	Payroll Clearing 95 11122
103199,	STND1: VEHICLE/EQUIPMENT RENT	03/31/21		
103200,	STND2: BUDGETED INTERFUND TRANSF	03/31/21		
103201,	STND3: MAPPING SYSTEM CHARGES	03/31/21		
103202,	STND4: TELEPHONE/FAX SYSTEM CHARG	03/31/21		
103203,	STND5: COMPUTER SYSTEM CHARGES	03/31/21		
31968,	RECLASS PHOTOCOPY TO CORR ACCT	02/28/21		
31973,	EQUIPMENT USAGE FEB	02/28/21		
31974,	MATERIAL USAGE FEB	02/28/21		
103137,	PAY SURPLUS CASH	03/31/21		
103172,	NET PAYROLL TRANSFER MAR	03/31/21		779,807.57
103148,	POSTAGE USE MARCH	03/31/21		
103149,	COPIES BLACK MARCH 2021	03/31/21		
103150,	COPIES COLOR MARCH 2021	03/31/21		
103170,	RECORD PW COMP EARNED MAR	03/31/21		
103171,	REVENUE CLEARING ACTIVITY MAR	03/31/21		
103134,	REC MED/DEN/FLEX/Rx CHECKS MAR	03/31/21		
103151,	LANDFILL SURCHARGE ALLOC MAR	03/31/21		
103198,	DHS ACCOUNTING TIME 1ST QTR	03/31/21		
103196,	DHS ATTORNEY TIME 1ST QTR	03/31/21		
103195,	DHS RENT MAR	03/31/21		
103207,	CASH TRANSFER MARCH 2021	03/31/21		
340,	WATER & SEWER POSTAGE 1ST QTR	01/31/21		
AP MAR,	AP CLEARING MARCH	03/31/21	1,409,361.76	
MAR GBI,	LANDFILL INTERFUND CHARGES MAR	02/28/21		
MAR PRJ,	Payroll Journals	03/31/21		
	Cash Transfer adjustments		-	-
	TOTALS		1,409,361.76	779,807.57

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Sales Tax and Local Marketing District Tax Reports

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

February 2021 Sales Tax and Local Marketing District Tax Reports

Fiscal Impact: See reports.

Submitted by: Kelly Weak

Submitter's Email Address: kweak@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

21.9% increase from this time last year.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 4/15/2021

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: 4/15/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 4/20/2021

Gunnison County, Colorado
County Taxable Sales
For the Year Ended 12/31/21

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	16,592,456	17,005,091											33,597,547
Crested Butte	12,513,507	13,017,048											25,530,555
Mt. Crested Butte	4,990,371	6,986,247											11,976,618
Marble	134,091	110,204											244,295
Pitkin	60,157	74,791											134,948
Unincorporated	7,999,252	8,959,136											16,958,388
TOTAL TAXABLE SALES	42,289,834	46,152,517	0	88,442,351									
Computed 1% Sales Tax	422,898.34	461,525.17	0.00	884,423.51									
% Incr(Decr) of 2020 over 2019	11.54%	21.90%											

For the Year Ended 12/31/20

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	14,635,850	14,000,127	15,133,045	11,932,684	15,954,321	19,372,536	23,038,867	22,218,810	26,371,538	20,261,753	15,982,681	18,321,705	217,223,917
Crested Butte	10,471,137	9,450,851	6,444,115	5,175,176	5,488,622	10,999,031	17,679,453	15,578,385	15,561,932	10,587,353	8,350,809	13,913,764	129,700,628
Mt. Crested Butte	5,027,827	5,730,611	3,186,788	1,908,470	835,291	1,349,158	3,849,787	3,121,506	2,888,821	1,639,309	1,767,046	5,411,868	36,716,482
Marble	75,081	57,884	60,091	83,170	207,672	381,939	486,729	395,287	478,854	317,888	102,207	210,200	2,857,002
Pitkin	60,171	36,829	(13,486)	43,998	58,737	169,813	235,564	163,847	251,899	104,841	114,662	51,277	1,278,152
Unincorporated	7,645,916	8,584,311	6,106,643	6,353,506	7,390,112	10,634,557	12,475,812	11,308,379	11,386,336	8,997,474	8,990,856	12,563,534	112,437,436
TOTAL TAXABLE SALES	37,915,982	37,860,613	30,917,196	25,497,004	29,934,755	42,907,034	57,766,212	52,786,214	56,939,380	41,908,618	35,308,261	50,472,348	500,213,617
Computed 1% Sales Tax	379,159.82	378,606.13	309,171.96	254,970.04	299,347.55	429,070.34	577,662.12	527,862.14	569,393.80	419,086.18	353,082.61	504,723.48	5,002,136.17
% Incr(Decr) of 2020 over 2019	15.90%	17.12%	-9.57%	-0.53%	9.50%	2.63%	2.32%	6.46%	28.78%	13.56%	11.42%	13.55%	9.38%

	Y-T-D 2020 TOTAL	Y-T-D 2021 TOTAL	Difference	%
City of Gunnison	28,635,977	33,597,547	4,961,570	17.33%
Crested Butte	19,921,988	25,530,555	5,608,567	28.15%
Mt. Crested Butte	10,758,438	11,976,618	1,218,180	11.32%
Marble	132,965	244,295	111,330	83.73%
Pitkin	97,000	134,948	37,948	39.12%
Unincorporated	16,230,227	16,958,388	728,161	4.49%
TOTAL TAXABLE SALES	75,776,595	88,442,351	12,665,756	16.71%
TOTAL COUNTY REVENUE	427,706	491,642	63,936	14.95%

	Y-T-D 2019 TOTAL	Y-T-D 2020 TOTAL	Difference	%
City of Gunnison	27,095,287	28,635,977	1,540,690	5.69%
Crested Butte	18,882,101	19,921,988	1,039,887	5.51%
Mt. Crested Butte	10,068,176	10,758,438	690,262	6.86%
Marble	170,615	132,965	(37,650)	-22.07%
Pitkin	535,049	97,000	(438,049)	-81.87%
Unincorporated	8,287,912	16,230,227	7,942,315	95.83%
TOTAL TAXABLE SALES	65,039,140	75,776,595	10,737,455	16.51%
TOTAL COUNTY REVENUE	337,009	427,706	90,697	26.91%

PREVIOUS YEARS FOR COMPARISON

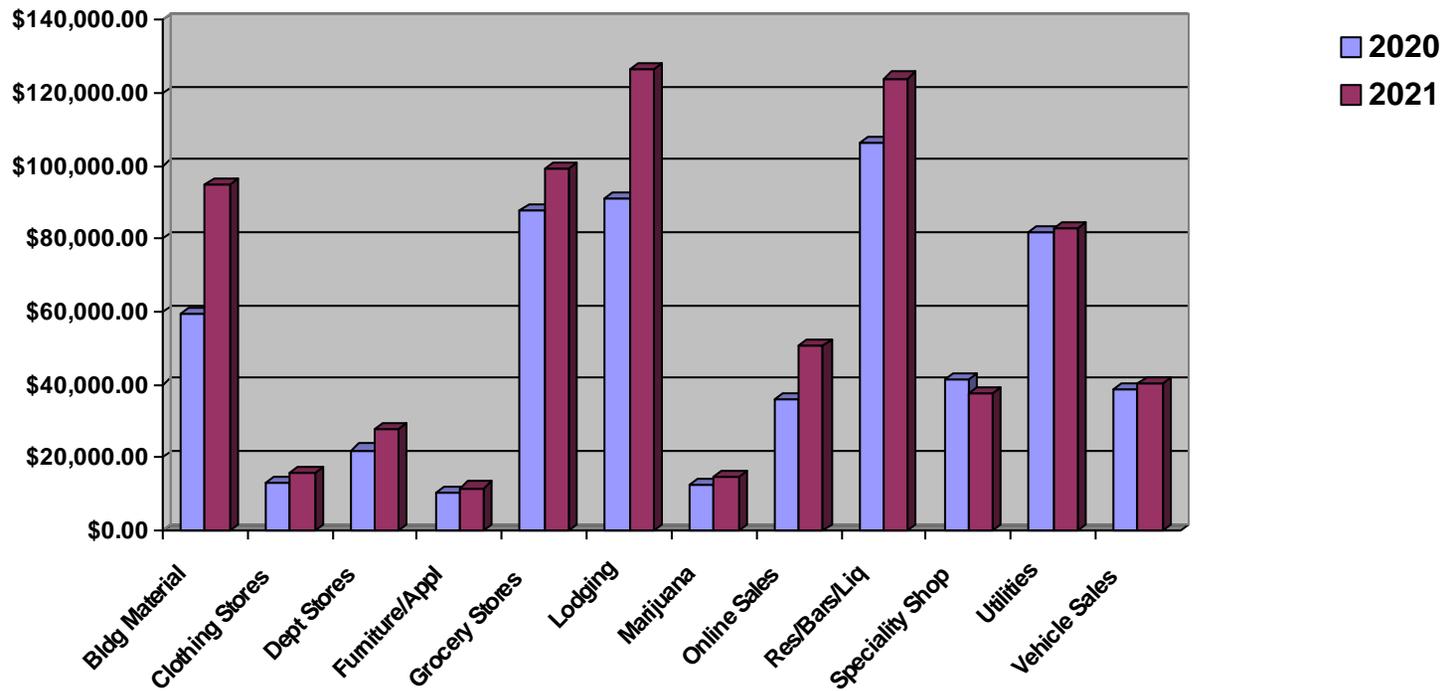
	2018 TOTAL	2019 TOTAL	Difference	%
City of Gunnison	190,666,769	208,654,907	17,988,138	9.43%
Crested Butte	126,866,234	124,011,858	(2,854,376)	-2.25%
Mt. Crested Butte	40,815,057	41,690,589	875,532	2.15%
Marble	2,157,469	2,611,538	454,069	21.05%
Pitkin	1,069,451	1,485,301	415,850	38.88%
Unincorporated	57,515,834	78,846,346	21,330,512	37.09%
TOTAL TAXABLE SALES	419,090,814	457,300,539	38,209,725	9.12%

	2017 TOTAL	2018 TOTAL	Difference	%
City of Gunnison	175,996,491	190,666,769	14,670,278	8.34%
Crested Butte	108,890,946	126,866,234	17,975,288	16.51%
Mt. Crested Butte	38,963,525	40,815,057	1,851,532	4.75%
Marble	1,481,919	2,157,469	675,550	45.59%
Pitkin	941,177	1,069,451	128,274	13.63%
Unincorporated	48,058,750	57,515,834	9,457,084	19.68%
TOTAL TAXABLE SALES	374,332,808	419,090,814	44,758,006	11.96%

SALES TAX REVENUE COMPARISONS

YEAR													Total	Year to Date	Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
2021	Current Month TOTAL COUNTY REVENUE	\$ 233,764.43	\$ 257,877.27											\$ 491,641.70	\$ 491,641.70	\$ 2,633,392.00
	% Change over previous year (monthly)	10.45%	19.35%												14.95%	18.67%
2020	Current Month TOTAL COUNTY REVENUE	\$ 211,645.49	\$ 216,060.62	\$ 168,955.20	\$ 143,088.55	\$ 170,460.34	\$ 251,543.96	\$ 335,046.12	\$ 304,308.97	\$ 325,464.58	\$ 238,366.46	\$ 205,331.59	\$ 299,015.41	\$ 2,869,287.29	\$ 427,706.11	\$ 2,364,672.12
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		26.91%	18.09%
2019	Current Month TOTAL COUNTY REVENUE	\$ 170,067.96	\$ 166,941.31	\$ 175,741.46	\$ 132,172.13	\$ 142,697.59	\$ 237,026.29	\$ 315,888.42	\$ 272,815.87	\$ 247,730.77	\$ 201,759.56	\$ 179,763.86	\$ 260,373.24	\$ 2,502,978.46	\$ 337,009.27	\$ 2,110,144.44
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		9.82%	15.97%
2018	Current Month TOTAL COUNTY REVENUE	\$ 158,998.15	\$ 147,877.26	\$ 168,534.55	\$ 120,215.15	\$ 143,035.31	\$ 214,044.30	\$ 282,456.83	\$ 233,447.74	\$ 276,580.27	\$ 159,001.17	\$ 125,310.95	\$ 194,759.60	\$ 2,224,261.28	\$ 306,875.41	\$ 1,924,050.00
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		7.13%	15.95%
2017	Current Month TOTAL COUNTY REVENUE	\$ 139,392.05	\$ 147,046.94	\$ 175,494.85	\$ 96,225.07	\$ 115,278.76	\$ 183,923.35	\$ 225,051.99	\$ 239,240.43	\$ 200,934.31	\$ 141,366.34	\$ 116,835.75	\$ 182,355.98	\$ 1,963,145.82	\$ 286,438.99	\$ 1,838,400.00
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		-0.59%	15.58%
2016	Current Month TOTAL COUNTY REVENUE	\$ 125,157.30	\$ 162,978.56	\$ 157,480.34	\$ 104,370.28	\$ 109,392.20	\$ 180,729.23	\$ 236,844.80	\$ 228,536.23	\$ 188,023.92	\$ 120,347.56	\$ 95,627.52	\$ 172,116.30	\$ 1,881,604.24	\$ 288,135.86	\$ 1,838,000.00
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		14.13%	15.68%
2015	Current Month TOTAL COUNTY REVENUE	\$ 126,678.67	\$ 125,794.53	\$ 150,379.22	\$ 85,651.79	\$ 102,663.54	\$ 165,070.67	\$ 230,768.25	\$ 195,967.70	\$ 196,937.46	\$ 113,087.50	\$ 100,454.29	\$ 165,122.68	\$ 1,758,576.30	\$ 252,473.20	\$ 1,590,000.00
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		13.49%	15.88%
2014	Current Month TOTAL COUNTY REVENUE	\$ 111,193.82	\$ 111,264.35	\$ 135,936.02	\$ 79,959.58	\$ 99,519.75	\$ 148,591.26	\$ 217,271.71	\$ 182,557.86	\$ 181,452.74	\$ 107,834.56	\$ 96,183.39	\$ 151,915.60	\$ 1,623,680.64	\$ 222,458.17	\$ 1,472,000.00
	% Change over previous year (monthly)	0.79%	4.46%	4.02%	6.01%	8.73%	5.16%	7.10%	9.55%	23.01%	-0.72%	6.56%	9.74%		2.59%	15.11%
2013	Current Month TOTAL COUNTY REVENUE	\$ 110,323.53	\$ 106,514.20	\$ 130,684.01	\$ 75,428.71	\$ 91,528.08	\$ 141,300.06	\$ 202,862.92	\$ 166,649.18	\$ 147,508.85	\$ 108,616.50	\$ 90,259.56	\$ 138,427.93	\$ 1,510,103.53	\$ 216,837.73	\$ 1,425,560.00
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%		6.49%	15.21%
2012	Current Month TOTAL COUNTY REVENUE	\$ 92,940.69	\$ 110,678.57	\$ 116,280.84	\$ 77,835.01	\$ 94,048.48	\$ 145,374.41	\$ 181,344.11	\$ 141,276.47	\$ 132,636.58	\$ 96,095.54	\$ 88,302.36	\$ 131,131.54	\$ 1,407,944.60	\$ 203,619.26	\$ 1,329,266.00
	% Change over previous year (monthly)	-5.63%	11.73%	-2.46%	8.75%	16.00%	21.77%	2.09%	-10.04%	0.67%	5.01%	3.11%	-7.50%		3.07%	15.32%
2011	Current Month TOTAL COUNTY REVENUE	\$ 98,483.50	\$ 99,062.88	\$ 119,211.37	\$ 71,571.55	\$ 81,077.59	\$ 119,386.11	\$ 177,639.68	\$ 157,047.23	\$ 131,749.00	\$ 91,514.44	\$ 85,637.00	\$ 141,760.78	\$ 1,374,141.13	\$ 197,546.38	\$ 1,314,611.00
	% Change over previous year (monthly)	0.08%	2.33%	-6.44%	6.03%	5.34%	-4.07%	4.40%	1.19%	9.97%	-2.08%	3.07%	4.34%		1.20%	15.03%
2010	Current Month TOTAL COUNTY REVENUE	\$ 98,400.27	\$ 96,807.67	\$ 127,414.83	\$ 67,498.88	\$ 76,966.39	\$ 124,445.99	\$ 170,158.18	\$ 155,201.21	\$ 119,801.59	\$ 93,460.15	\$ 83,089.19	\$ 135,867.11	\$ 1,349,111.46	\$ 195,207.94	\$ 1,448,152.00
	% Change over previous year (monthly)	-9.51%	-6.61%	11.82%	-4.86%	-7.74%	-3.63%	6.07%	6.73%	-5.77%	5.35%	7.94%	3.59%		-8.10%	13.48%
2009	Current Month TOTAL COUNTY REVENUE	\$ 108,739.89	\$ 103,664.68	\$ 113,950.67	\$ 70,950.60	\$ 83,421.06	\$ 129,132.90	\$ 160,419.87	\$ 145,416.76	\$ 127,133.00	\$ 88,715.98	\$ 76,977.54	\$ 131,163.52	\$ 1,339,686.47	\$ 212,404.57	\$ 1,350,032.00

2020/2021 YTD INDUSTRY COMPARISON AS OF FEBRUARY



Taxes by Industry and Jurisdiction

February 2021

Amusement & Entertainment

<i>Almont</i>	21.73
<i>Crested Butte</i>	10549.36
<i>Gunnison</i>	4357.22
<i>Marble</i>	26.66
<i>Mt. Crested Butte</i>	6556.44
<i>Ohio City</i>	13.40
<i>Parlin</i>	6.23
<i>Pitkin</i>	1.88
<i>Rem of Cnty</i>	3684.58
<i>Somerset</i>	4.53

Grand Total By Industry: \$25,222.03

Bldg Material & Trades

<i>Crested Butte</i>	13976.00
<i>Gunnison</i>	29167.62
<i>Marble</i>	48.00
<i>Mt. Crested Butte</i>	382.12
<i>Ohio City</i>	6.47
<i>Pitkin</i>	213.39
<i>Powderhorn</i>	7.53
<i>Rem of Cnty</i>	7987.63
<i>Somerset</i>	383.02

Grand Total By Industry: \$52,171.78

Clothing Stores

<i>Almont</i>	2.00
<i>Crested Butte</i>	4480.70
<i>Gunnison</i>	1399.97
<i>Marble</i>	19.36
<i>Mt. Crested Butte</i>	3641.92
<i>Ohio City</i>	0.29
<i>Parlin</i>	1.95
<i>Pitkin</i>	2.83
<i>Powderhorn</i>	-0.06
<i>Rem of Cnty</i>	394.57
<i>Sapinero</i>	1.60

Somerset 1.86

Grand Total By Industry: \$9,946.99

Department Stores

Almont 45.54

Crested Butte 891.70

Gunnison 11078.69

Marble 35.45

Mt. Crested Butte 260.38

Ohio City 18.48

Parlin 18.91

Pitkin 6.13

Powderhorn 0.09

Rem of Cnty 404.53

Somerset 3.22

Grand Total By Industry: \$12,763.12

Furniture & Appliance Stores

Almont 22.84

Crested Butte 1345.86

Gunnison 1687.32

Marble 34.10

Mt. Crested Butte 1060.46

Powderhorn 7.34

Rem of Cnty 1507.32

Somerset 32.76

Grand Total By Industry: \$5,698.00

Gas/Convenience Stores

Almont 8.46

Crested Butte 879.79

Gunnison 3191.85

Pitkin 0.02

Rem of Cnty 723.14

Somerset 142.47

Grand Total By Industry: \$4,945.73

Grocery Stores

Crested Butte 10456.69

Gunnison 39417.28

Marble 3.21

Mt. Crested Butte 197.58

Pitkin 0.04

<i>Rem of Cnty</i>	102.14
<i>Somerset</i>	9.18

Grand Total By Industry: \$50,186.12

Lodging

<i>Almont</i>	548.74
<i>Crested Butte</i>	17718.70
<i>Gunnison</i>	6092.29
<i>Marble</i>	496.82
<i>Mt. Crested Butte</i>	32967.25
<i>Ohio City</i>	7.61
<i>Pitkin</i>	30.34
<i>Powderhorn</i>	3.82
<i>Rem of Cnty</i>	16098.24
<i>Somerset</i>	16.43

Grand Total By Industry: \$73,980.24

Manufacturing

<i>Almont</i>	2.27
<i>Crested Butte</i>	1915.77
<i>Gunnison</i>	2991.51
<i>Marble</i>	11.07
<i>Mt. Crested Butte</i>	429.84
<i>Ohio City</i>	1.17
<i>Pitkin</i>	18.75
<i>Powderhorn</i>	0.56
<i>Rem of Cnty</i>	1948.97
<i>Sapinero</i>	2.28
<i>Somerset</i>	143.87
<i>Tincup</i>	2.91

Grand Total By Industry: \$7,468.97

Marijuana

<i>Crested Butte</i>	3236.27
<i>Gunnison</i>	3863.88
<i>Mt. Crested Butte</i>	0.90

Grand Total By Industry: \$7,101.05

Miscellaneous Services

<i>Almont</i>	44.65
<i>Crested Butte</i>	17544.79
<i>Gunnison</i>	14798.24
<i>Marble</i>	17.58

<i>Mt. Crested Butte</i>	9560.79
<i>Ohio City</i>	24.46
<i>Parlin</i>	0.44
<i>Pitkin</i>	172.11
<i>Powderhorn</i>	16.91
<i>Rem of Cnty</i>	5602.27
<i>Sapinero</i>	11.12
<i>Somerset</i>	685.89
<i>Tincup</i>	0.62

Grand Total By Industry: \$48,479.87

Online Sales

<i>Rem of Cnty</i>	22976.94
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Grand Total By Industry: \$22,976.94

Ranching & Agriculture

<i>Crested Butte</i>	1.16
<i>Gunnison</i>	16.69
<i>Marble</i>	112.59
<i>Rem of Cnty</i>	30.52

Grand Total By Industry: \$160.96

Restaurant/Bars/Liquor Stores

<i>Crested Butte</i>	34309.81
<i>Gunnison</i>	23433.65
<i>Marble</i>	0.98
<i>Mt. Crested Butte</i>	7643.87
<i>Ohio City</i>	6.53
<i>Parlin</i>	13.82
<i>Pitkin</i>	5.01
<i>Powderhorn</i>	0.01
<i>Rem of Cnty</i>	1412.28

Grand Total By Industry: \$66,825.96

Specialty Shops

<i>Almont</i>	24.53
<i>Crested Butte</i>	5579.64
<i>Gunnison</i>	7080.82
<i>Marble</i>	49.81
<i>Mt. Crested Butte</i>	317.40
<i>Ohio City</i>	19.93
<i>Parlin</i>	1.15
<i>Pitkin</i>	22.00

<i>Powderhorn</i>	-0.01
<i>Rem of Cnty</i>	3183.38
<i>Sapinero</i>	-2.07
<i>Somerset</i>	1548.45
<i>Tincup</i>	0.61

Grand Total By Industry: \$17,825.64

Utilities

<i>Almont</i>	1432.49
<i>Crested Butte</i>	5479.32
<i>Gunnison</i>	9193.19
<i>Marble</i>	236.88
<i>Mt. Crested Butte</i>	6814.80
<i>Ohio City</i>	77.65
<i>Parlin</i>	1.07
<i>Pitkin</i>	275.27
<i>Powderhorn</i>	3.88
<i>Rem of Cnty</i>	14862.14
<i>Somerset</i>	383.30
<i>Tincup</i>	0.15

Grand Total By Industry: \$38,760.14

Vehicle Sales/Parts/Services

<i>Almont</i>	12.28
<i>Crested Butte</i>	1804.92
<i>Gunnison</i>	12280.69
<i>Marble</i>	9.53
<i>Mt. Crested Butte</i>	28.72
<i>Ohio City</i>	4.93
<i>Parlin</i>	0.80
<i>Pitkin</i>	0.14
<i>Rem of Cnty</i>	2621.86
<i>Somerset</i>	247.76

Grand Total By Industry: \$17,011.63

\$461,525.17

Feb 2021

Taxes by Industry

Amusement & Entertainment	\$25,222.03
Bldg Material & Trades	\$52,171.78
Clothing Stores	\$9,946.99
Department Stores	\$12,763.12
Furniture & Appliance Stores	\$5,698.00
Gas/Convenience Stores	\$4,945.73
Grocery Stores	\$50,186.12
Lodging	\$73,980.24
Manufacturing	\$7,468.97
Marijuana	\$7,101.05
Miscellaneous Services	\$48,479.87
Online Sales	\$22,976.94
Ranching & Agriculture	\$160.96
Restaurant/Bars/Liquor Stores	\$66,825.96
Specialty Shops	\$17,825.64
Utilities	\$38,760.14
Vehicle Sales/Parts/Services	\$17,011.63
<i>GRAND TOTAL:</i>	\$461,525.17

COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2021														
Current Month Net Collection	255,042.00	321,507.97												
Interest Credit	600.00	132.01												
Program Cost	151.86	162.18												
Current Total Distribution	\$ 255,793.86	\$ 321,802.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 577,596.02	\$ 577,596.02
% Change over previous year (cumulative)	32.88%	40.50%												
2020														
Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
Current Total Distribution	\$ 192,500.17	\$ 218,603.53	\$ 183,757.74	\$ 75,416.30	\$ 25,651.18	\$ 182,097.76	\$ 353,688.55	\$ 304,421.93	\$ 364,005.62	\$ 152,900.68	\$ 102,034.07	\$ 282,197.01	\$ 2,437,274.54	\$ 411,103.70
% Change over previous year (cumulative)	5.75%	14.23%	4.43%	-0.06%	-6.11%	-7.23%	-1.96%	1.44%	6.08%	8.70%	9.33%	11.38%	11.38%	
2019														
Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
Current Total Distribution	\$ 182,039.77	\$ 177,839.06	\$ 209,741.18	\$ 101,064.11	\$ 70,528.24	\$ 205,251.69	\$ 309,873.15	\$ 258,026.69	\$ 276,903.79	\$ 97,483.25	\$ 82,406.90	\$ 217,147.56	\$ 2,188,305.39	\$ 359,878.83
% Change over previous year (cumulative)	20.51%	18.14%	7.37%	14.17%	10.98%	1.14%	0.56%	1.54%	0.29%	0.63%	1.63%	2.63%	2.63%	
2018														
Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
Current Total Distribution	\$ 151,063.95	\$ 153,562.48	\$ 225,891.35	\$ 56,935.50	\$ 80,398.66	\$ 267,971.63	\$ 313,473.14	\$ 242,085.43	\$ 294,660.46	\$ 90,869.56	\$ 62,626.33	\$ 192,678.64	\$ 2,132,217.13	\$ 304,626.43
% Change over previous year (cumulative)	15.06%	8.18%	12.14%	-1.92%	1.85%	14.14%	14.88%	13.40%	14.18%	11.43%	12.48%	11.68%	11.68%	
2017														
Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
Current Total Distribution	\$ 131,290.57	\$ 150,312.93	\$ 191,482.05	\$ 125,862.00	\$ 56,778.43	\$ 164,148.89	\$ 267,632.86	\$ 227,618.97	\$ 249,060.13	\$ 120,135.29	\$ 40,050.89	\$ 184,856.73	\$ 1,909,229.74	\$ 281,603.50
% Change over previous year (cumulative)	-14.99%	-11.93%	-2.37%	1.95%	3.02%	6.33%	4.67%	6.62%	7.27%	10.32%	9.96%	10.28%	10.28%	
2016														
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	\$ 154,435.98	\$ 165,326.89	\$ 164,787.97	\$ 102,949.89	\$ 49,027.50	\$ 134,527.61	\$ 267,932.26	\$ 194,452.87	\$ 224,682.64	\$ 68,701.47	\$ 41,424.49	\$ 163,080.47	\$ 1,731,330.04	\$ 319,762.87
% Change over previous year (cumulative)	48.61%	40.79%	10.92%	24.08%	22.90%	18.62%	17.77%	13.06%	12.09%	11.70%	11.88%	14.85%	14.85%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2015														
Current Month Net Collection	103,887.62	123,026.98	209,636.18	36,499.60	44,147.00	133,997.56	231,925.85	208,642.67	209,796.56	65,936.00	34,600.13	105,526.52		
Interest Credit	20.00	167.00	17.00	69.00	258.00	77.00	193.84	(2.00)	17.90	29.00	156.68	265.31		
Program Cost	11.58	-	84.66	52.12	57.69	(1,998.18)	53.61	99.39	93.77	65.97	45.03	13.03		
Current Total Distribution	\$ 103,919.20	\$ 123,193.98	\$ 209,737.84	\$ 36,620.72	\$ 44,462.69	\$ 132,076.38	\$ 232,173.30	\$ 208,740.06	\$ 209,908.23	\$ 66,030.97	\$ 34,801.84	\$ 105,804.86	\$ 1,507,470.07	\$ 227,113.18
% Change over previous year (cumulative)	452.10%	608.71%	31.93%	39.95%	48.15%	17.49%	18.74%	20.42%	13.00%	13.44%	13.37%	8.87%	8.87%	
2014														
Current Month Net Collection	18,792.00	13,080.60	299,068.76	7,142.00	11,227.36	205,225.14	189,618.00	163,004.00	245,097.00	53,500.77	31,347.96	148,224.44		
Interest Credit	7.00	105.00	-	29.00	15.00	53.00	57.00	15.00	74.08	41.92	112.44	32.00		
Program Cost	23.43	38.18	3.75	26.39	54.58	(1,640.70)	-	-	78.29	136.22	59.23	41.57		
Current Total Distribution	\$ 18,822.43	\$ 13,223.78	\$ 299,072.51	\$ 7,197.39	\$ 11,296.94	\$ 203,637.44	\$ 189,675.00	\$ 163,019.00	\$ 245,249.37	\$ 53,678.91	\$ 31,519.63	\$ 148,298.01	\$ 1,384,690.41	\$ 32,046.21
% Change over previous year (cumulative)	-0.02%	47.41%	8.74%	3.28%	6.57%	17.43%	48.17%	78.33%	20.71%	22.48%	25.45%	22.07%	22.07%	
2013														
Current Month Net Collection	17,797.00	2,867.00	282,694.00	22,960.06	444.44	144,450.39	30,240.40	6,574.45	445,564.73	29,978.12	1,731.00	148,722.92		
Interest Credit	1,003.00	10.00	54.00	76.77	0.85	145.16	7.00	1.00	60.00	48.00	2.00	-		
Program Cost	26.17	36.03	4.41	32.95	60.91	(1,531.60)	31.01	37.97	10.38	68.74	85.05	6.87		
Current Total Distribution	\$ 18,826.17	\$ 2,913.03	\$ 282,752.41	\$ 23,069.78	\$ 506.20	\$ 143,063.95	\$ 30,278.41	\$ 6,613.42	\$ 445,635.11	\$ 30,094.86	\$ 1,818.05	\$ 148,729.79	\$ 1,134,301.18	\$ 21,739.20
% Change over previous year (cumulative)	-14.52%	-16.80%	14.02%	9.81%	5.99%	8.67%	6.42%	7.09%	6.98%	4.82%	4.27%	3.60%	3.60%	
2012														
Current Month Net Collection	21,800.00	3,937.80	240,894.00	31,236.91	10,986.00	125,479.23	37,160.27	2,935.00	416,480.80	46,892.73	6,153.00	149,692.99		
Interest Credit	191.04	102.51	5.00	0.05	137.00	5.00	404.00	296.00	492.00	89.35	456.00	3.00		
Program Cost	33.14	64.89	17.14	27.61	89.58	(1,444.94)	33.43	(6.09)	76.83	96.51	96.78	10.30		
Current Total Distribution	\$ 22,024.18	\$ 4,105.20	\$ 240,916.14	\$ 31,264.57	\$ 11,212.58	\$ 124,039.29	\$ 37,597.70	\$ 3,224.91	\$ 417,049.63	\$ 47,078.59	\$ 6,705.78	\$ 149,706.29	\$ 1,094,924.86	\$ 26,129.38
% Change over previous year (cumulative)	16.10%	29.82%	-8.20%	-7.24%	-3.98%	-2.94%	3.28%	3.23%	8.23%	10.52%	11.11%	8.30%	8.30%	
2011														
Current Month Net Collection	18,937.12	1,104.76	270,773.23	30,367.37	663.36	125,580.61	9,481.00	3,191.13	363,759.45	25,523.22	1,388.00	160,304.38		
Interest Credit	33.13	52.32	3.31	381.87	113.77	16.87	4.00	115.06	334.46	(82.22)	8.00	6.22		
Program Cost	-	-	-	(72.08)	(22.09)	(1,244.91)	31.75	29.68	20.18	97.63	133.81	15.17		
Current Total Distribution	\$ 18,970.25	\$ 1,157.08	\$ 270,776.54	\$ 30,677.16	\$ 755.04	\$ 124,352.57	\$ 9,516.75	\$ 3,335.87	\$ 364,114.09	\$ 25,538.63	\$ 1,529.81	\$ 160,325.77	\$ 1,011,049.56	\$ 20,127.33
% Change over previous year (cumulative)	28.17%	-5.25%	6.58%	12.59%	10.03%	7.31%	7.71%	4.24%	1.47%	1.67%	1.02%	2.83%	2.83%	
2010														
Current Month Net Collection	14,751.40	6,362.16	251,692.03	12,616.22	7,438.11	124,451.70	7,299.63	17,229.27	370,895.72	23,464.77	6,891.62	141,091.75		
Interest Credit	49.15	80.18	10.54	56.14	146.69	12.68	47.20	84.21	8.44	-	-	6.13		
Program Cost	-	-	-	-	(247.69)	(1,166.31)	(68.36)	-	-	-	-	-		
Current Total Distribution	\$ 14,800.55	\$ 6,442.34	\$ 251,702.57	\$ 12,672.36	\$ 7,337.11	\$ 123,298.07	\$ 7,278.47	\$ 17,313.48	\$ 370,904.16	\$ 23,464.77	\$ 6,891.62	\$ 141,097.88	\$ 983,203.38	\$ 21,242.89

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Report - March 2021

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Present Monthly, Investment and Quarterly Interest reports

Fiscal Impact:

Submitted by: Debbie Dunbar

Submitter's Email Address: ddunbar@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/15/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 4/20/2021

**TREASURER'S QUARTERLY INTEREST REPORT
FOR GUNNISON COUNTY
FOR THE PERIOD OF JAN-MAR 2020**

FUND	INVESTMENT INTEREST:				
		CURRENT QUARTER	YEAR TO DATE	BUDGETED	% OF BUDGET
COUNTY GENERAL	1	(39,897.26)	(39,897.26)	196,040.00	-20.35%
ROAD & BRIDGE	2	(4,578.39)	(4,578.39)	35,000.00	-13.08%
HEALTH AND HUMAN SERVICES	3	(865.15)	(865.15)	8,000.00	-10.81%
PUBLIC HEALTH AGENCY	4	(3.74)	(3.74)	800.00	
CONSERVATION TRUST	7	(155.06)	(155.06)	2,000.00	-7.75%
BOND FUND	8	(53.29)	(53.29)	1,000.00	-5.33%
AIRPORT OPERATIONS	10	(2,884.93)	(2,884.93)	4,000.00	-72.12%
SALES TAX REVENUE	12	(3,661.19)	(3,661.19)	14,000.00	-26.15%
LAND PRESERVATION	13	(1,623.62)	(1,623.62)	10,000.00	-16.24%
MOSQUITO	30	(65.11)	(65.11)	283.00	-23.01%
SAGE GROUSE	32	(279.05)	(279.05)	2,000.00	-13.95%
RISK MANAGEMENT FUND	34	(458.87)	(458.87)	4,000.00	-11.47%
AIRPORT CONSTRUCTION	41	(507.18)	(507.18)	1,500.00	-33.81%
COUNTY CAP EXPEND	43	(869.80)	(869.80)	-	
SEWER FUND	50	(2,538.25)	(2,538.25)	17,575.00	-14.44%
WATER FUND	51	(1,034.66)	(1,034.66)	1,600.00	-64.67%
SOLID WASTE OPERATIONS	52	4.95	4.95	5,000.00	0.10%
HOUSING AUTHORITY	70	(876.68)	(876.68)	700.00	-125.24%
GUNN SR HOUSING	71	(152.97)	(152.97)	500.00	-30.59%
ISF I	80	(2,134.36)	(2,134.36)	20,000.00	-10.67%
ISF II	82	(1,320.62)	(1,320.62)	13,261.00	-9.96%
HEALTH INS ISF-III	90	(2,782.60)	(2,782.60)	40,000.00	-6.96%
GRVL MARKETING DISTR	91	(1,444.36)	(1,444.36)	20,000.00	-7.22%
RURAL TRANSPORT AUTH	92	(7,051.84)	(7,051.84)	40,000.00	-17.63%
BUILDING CONSTRUCTION RES	101	(0.38)	(0.38)	-	
TERMINAL CONSTRUCTION	102	(1,123.77)	(1,123.77)	17,000.00	-6.61%
HEALTH CLAIMS	115	(47.19)	(47.19)	-	
SOLID WASTE CLOSURE	125	(1,646.03)	(1,646.03)	25,000.00	-6.58%
SOLID WASTE CONSTRUCT. RES.	126	(1,170.52)	(1,170.52)	7,000.00	-16.72%
SEWER RESERVE	135	(153.25)	(153.25)	-	
WATER - RESTRICTED	136	(125.10)	(125.10)	-	
SR HOUSING DEPOSITS	140	(19.80)	(19.80)	-	
WATER RESOURCES	150	(127.30)	(127.30)	2,000.00	-6.36%
WORKFORCE IMPACT FEE	155	(67.60)	(67.60)	5,000.00	-1.35%
TOTAL		(79,714.96)	(79,714.96)	493,259.00	-16.16%

Gunnison County Treasurer						
Investment Report						
31-Mar-21						
CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH
Cash on Hand	1100	95,891.02			Cash	N/A
Bank of the West	1101	3,241,418.06	0.00%		Chkg	N/A
Bank of the West CC	1103	1,570,048.82	0.00%		Chkg	N/A
Bank of the West MM	1104	4,381,842.76	0.30%		MMA	Mo
Wells Fargo Warrant Clearing	1145	2,488,873.28	0.00%		Chkg	N/A
Wells Fargo Revenue Clearing	1147	3,468,152.16	0.03%		Chkg	Mo
Colortrust Plus	1118	2,608,342.16	0.09%		Pool	Mo
C-Safe	1121	3,198,902.98	0.13%		Pool	Mo
Community Banks of Colorado MM	1320	1,015,110.61	0.25%		MMA	Mo
Gunnison Bank and Trust	1102	154,161.68	0.00%		MMA	Mo
Solera Savings	1161	1,026,629.09	0.20%		MMA	Quarterly
Investment Clearing	1199	-1,240,381.22	0.08%		MMA	Mo
TOTAL CASH AND CHECKING		22,008,991.40			50.06%	
INVESTMENTS						
Ally Bank GJX2	1313	251,383.96	2.45%		CD	SA/Mat 5/23/22 3 yrs
Alma Bank 08Q9	1282	249,840.22	1.65%		CD	M/MAT 8/12/22 30 MO
AXOS Bank DAH1	1275	251,261.43	1.55%		CD	M/Mat 3/27/23 3 yrs
Bank Champaign ABR1	1277	249,292.89	1.05%		CD	M/Mat 3/31/23 3 yrs
Bank Hapoolim A2C3	1252	244,944.63	0.30%		CD	SA / Mat 8/21/23
Bank Midwest 7928	1302	249,790.59	1.95%		CD	A/Mat 11/22/21 27 mo
Bank Midwest 8479	1303	250,708.55	0.60%		CD	A/Mat 5/22/24 42 mo
Bank of Baroda HMT7	1260	244,728.78	0.65%		CD	SA/Mat 7/22/25 5 yrs
Bank of New England KAL2	1326	254,640.01	3.15%		CD	SA/Mat 7/29/22 4 yrs
Bankwell BCL3	1261	245,591.67	0.40%		CD	SA/Mat 7/28/23 3 yrs
Barclays Bank KKR7	1344	251,689.23	2.25%		CD	SA/MAT 7/26/22 5yrs
Beneficial Bank QBR6	1370	246,615.28	1.50%		CD	SA/Mat 9/13/21 4 yrs
BMO Harris Bank XAN0	1259	240,918.79	0.55%		CD	Qtrly/Mat 7/29/24 yrs
BMW Bank AKJ2	1343	247,290.01	2.10%		CD	SA/Mat 9/15/21 4yr
Cadence Bank RGA6	1272	250,130.05	1.30%		CD	SA/Mat 4/17/23 3yrs
Capital One Bank RPN5	1271	253,024.48	1.45%		CD	SA/Mat 4/15/25 5 yrs
Cathay Bank 9MQ5	1328	260,298.29	3.15%		CD	SA/Mat 6/8/2023 5 yrs
Cellic Bank RRH2	1306	256,501.77	1.85%		CD	SA/Mat 8/30/24 5 yr
CIT Bank LBA3	1305	250,855.50	1.90%		CD	SA/Mat 8/23/22
Citibank QK40	1330	259,451.32	3.10%		CD	SA/MAT 5/4/23
Commercial Bank 2HE3	1368					matured
Community Banks of Colorado	1357	262,587.35	1.70%		CD	ANNUAL/MAT 5/14/20 27 mo
East Boston Savings PDL2	1254	244,723.88	0.30%		CD	SA / Mat 2/12/24
Enerbank TQJ2	1257	245,242.30	0.30%		CD	SA/Mat 7/24/23 3 yrs
Enterprise Bank RJC1	1369	246,580.74	1.40%		CD	M/Mat 9/23/21 4 yrs
FFCB LU63	1251	249,736.50	0.28%		CD	SA/Mat 9/14/23 3 yrs callable
FFCB LQE7	1281					called
FFCB MHL9	1247	499,164.50	0.31%		AG	SA/Mat 11/30/23 3 yrs callable
FFCB MJT0	1245	482,410.39	0.60%		AG	SA/Mat 12/9/25 5 yrs callable
FHLB KWS1	1243	489,010.50	0.53%		AG	SA/Mat 2/17/26 5 yrs callable
FHLB LA53	1244	490,268.00	0.60%		AG	SA/Mat 2/25/26 5 yrs callable
FHLB LM43	1241	496,854.50	0.75%		AG	SA/MAT 9/30/25 4 YRS CALLAB
FHLB LMM3	1242	497,400.50	1.00%		AG	SA/MAT 3/30/26 5 YRS CALLAB
FHLB LV68	1240	497,411.50	1.03%		AG	SA/MAT 3/30/26 5 YRS CALLAB
FHLB LW26	1237	499,167.00	0.75%		AG	SA/MAT 4/22/25 4 YRS CALLAB
FHLB LW59	1239	498,902.50	1.15%		AG	SA/MAT 4/28/26 5 YRS CALLAB
FHLB LW67	1238	499,068.50	1.10%		AG	SA/MAT 4/22/26 5 YRS CALLAB
FHLMC B3F5	1246	295,513.20	0.60%		AG	SA/Mat 11/20/25 5 yrs callable
FHLMC XAP9	1248	492,763.50	0.60%		AG	SA/Mat 11/12/25 5 yrs callable
First Oklahoma Bank 7BX5	1270	245,080.36	0.95%		CD	M/Mat 5/15/25 5 yrs Callable
Firster Bank LAH1	1304	254,339.89	1.90%		CD	SA/Mat 8/23/23 4 yrs
Flagstar Bank E3X3	1256	245,477.01	0.50%		CD	SA/Mat 7/31/24 yrs
Goldman Sachs P6U6	1399	257,103.49	2.65%		CD	SA/Mat 5/1/23 4yrs
Gunnison Savings and Loan 6020	1106	500,000.00	1.71%		CD	M/Mat 1/17/22 - 5 yrs
Gunnison Savings and Loan 8721	1335	500,000.00	2.70%		CD	M / AT 2/14/23
Gunnison Bank and Trust	1283	245,000.00	2.00%		CD	Qtrly/Mat 1/27/25
Jonesboro Bank PGT6	1267	245,060.02	0.75%		CD	M/Mat 5/15/25 5 yrs Callable
JP Morgan UNC9	1250	231,182.00	0.40%		CD	SA/Mat 9/30/25 5yrs callable
Leader Bank UHF2	1249	244,421.31	0.25%		CD	SA/Mat 10/2/23 callable
Legacy Bank 9156	1402	216,834.11	1.01%		CD	Q/Mat 6/21/22 - 25 mo
Live Oak Bank 6HN7	1284	256,393.48	1.85%		CD	SA/Mat 7/24/24
Luana Savings PHA5	1253	244,720.45	0.30%		CD	SA / Mat 2/14/24
M Y Safra Bank JB10	1258	244,914.74	0.30%		CD	SA/Mat 2/14/24 4 yrs
Marlin Business Bank	1291	253,972.39	1.70%		CD	SA / Mat 12/4/23 4 yrs
Medallion Bank dgb1	1487	251,012.54	1.60%		CD	SA/MAT 2/6/23 3 yr
Merrick Bank KEW2	1285	254,759.82	1.75%		CD	SA/Mat 1/31/24
Morgan Stanley RRB8	1338	257,233.58	1.90%		CD	SA/Mat 1/2/25
Morgan Stanley Private Bank AYA1	1316	257,179.93	2.75%		CD	SA/Mat 4/4/23 4 yr
Nicolet NB 7DG7	1276					called
Northern Bank & Trust GCJ5	1367	247,772.66	1.25%		CD	SA/Mat 4/18/22 2 yrs
Pacific Western Bank YRK7	1273	251,202.17	1.20%		CD	SA/Mat 4/30/24 4 yrs
Park State Bank VAB7	1265	245,112.45	0.90%		CD	M/Mat 5/22/25 5 yrs callable
Pinnacle Bank SKU4	1269	247,112.63	0.70%		CD	M/Mat 5/8/23 3 yrs
Raymond James Bank	1293	256,713.20	1.85%		CD	SA/Mat 11/26/24 5 yrs
Redstone Bank 0776	1449	258,159.45	0.40%		CD	SA/Mat 11/8/23 - 3 yrs
Sallie Mae 01T2	1472	251,300.91	1.85%		CD	SA/Mat 10/24/22 3 yrs
Security Federal LCY6	1262	245,075.95	0.55%		CD	SA/Mat 7/10/24 callable 4yrs
State Bank of India NY 5K14	1333	257,805.66	2.90%		CD	SA/Mat 3/29/23 5 yrs
Stockmens Bank	1372	245,000.00	1.40%		CD	Q/Mat 7/20/21 - 5yrs
Synchrony Bank WLW8	1381					matured
Texas Capital Bank PLY3	1255	245,138.67	0.30%		CD	SA/Mat 2/7/23
Texas Exchange Bank THU7	1263	245,115.39	1.00%		CD	M/Mat 6/19/25 callable 5 yrs
Townebank PCQ0	1274	247,592.10	1.15%		CD	SA/Mat 4/29/22 4 yrs
Toyota Financial Savings MJS1	1264	246,376.90	0.80%		CD	SA/Mat 6/30/25 5 yrs
UBS Bank JEE6	1324	249,056.22	3.10%		CD	M/Mat 10/18/21 5 yrs
Verus Bank LBT0	1364	250,788.06	1.35%		CD	M/Mat 10/25/21 5 yr
Wells Fargo Bank 3A48	1488	262,866.87	2.75%		CD	M/5/3/24 5 yrs
Western States Bank	1309	500,000.00	2.72%		CD	Q/Mat 7/14/24 5 yr
TOTAL INVESTMENTS		21,952,637.22			49.94%	
Cash per Treasurer's Ledger		43,961,628.62			100.00%	
Plus Pending Disbursements		(3,978.43)				
Total Due to All Funds		43,957,650.19				

TREASURER'S MONTHLY REPORT FOR MARCH 2021

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	\$	\$	\$	\$
Due from Tre-County General	11,328,485.93	2,151,280.28	(1,384,492.24)	12,095,273.97
Due from Tre-Road & Bridge	2,914,188.54	106,527.44	(199,459.59)	2,821,256.39
Due from Tre-Human Services	500,246.26	75,307.36	(45,272.40)	530,281.22
Due from Tre-Public Health Agency	19,599.58	5,968.82	(12,010.71)	13,557.69
Due from Tre-Conservation Trust	83,521.03	30,362.98	(271.61)	113,612.40
Due from Tre-Bond Fund	33,408.96	-	(24.19)	33,384.77
Due from Tre-Airport	1,670,911.41	299,722.88	(9,646.35)	1,960,987.94
Due from Tre-Sales Tax	2,114,108.67	222,555.59	(1,704.99)	2,334,959.27
Due from Tre-Land Preservation	982,321.60	50,313.78	(747.56)	1,031,887.82
Due from Tre-Mosquito	41,592.62	10,068.40	(316.89)	51,344.13
Due from Tre-Sage Grouse	172,532.98	3,311.19	(127.30)	175,716.87
Due from Tre-Risk Management	288,795.03	-	(2,234.55)	286,560.48
Due from Tre-Airport Construction	339,630.68	18,029.60	(40,279.93)	317,380.35
Due from Tre-Capital Projects	584,569.26	2,838.93	(425.24)	586,982.95
Due from Tre-Sewer	1,555,987.57	63,613.47	(40,322.77)	1,579,278.27
Due from Tre-Water	664,393.87	-	(17,077.23)	647,316.64
Due from Tre-Solid Waste	1,575.47	121,535.92	(98,851.13)	24,260.26
Due from Tre-Housing Authority	324,442.05	502,145.03	(5,485.03)	821,102.05
Due from Tre-Gunn Sr Housing	95,791.03	-	(4,383.22)	91,407.81
Due from Tre-Assisted Living	3,050.55	-	-	3,050.55
Due from Tre-Internal Service I	1,301,186.79	120,207.45	(1,071.84)	1,420,322.40
Due from Tre-Internal Service II	823,072.91	8,353.06	(2,617.42)	828,808.55
Due from Tre-Insurance Trust	1,676,697.14	87,124.67	(1,290.26)	1,762,531.55
Due from Tre-Local Marketing District	902,460.01	28,610.87	(674.03)	930,396.85
Due from Tre-Rural Trans Auth	4,310,005.10	126,426.42	(3,231.93)	4,433,199.59
Due from Tre-Public Trustee Agency	8,974.07	-	(4,759.01)	4,215.06
Due from Tre-Series 2010 Bond Reserve	241.26	-	(0.17)	241.09
Due from Tre-Terminal Construction	704,549.17	-	(510.05)	704,039.12
Due from Tre-Courthouse Renovation	69.19	-	-	69.19
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	1,334.25	(1,334.25)	-
Due from Tre-Treas Fees	-	144,146.48	(144,146.48)	-
Due from Tre-Health Claims	31,398.08	79,980.78	(92,908.65)	18,470.21
Due from Tre-Landfill Closure	1,030,070.65	2,888.55	(747.79)	1,032,211.41
Due from Tre-Landfill Cons Resv	726,773.37	10,726.08	(533.90)	736,965.55
Due from Tre-Payroll Clearing	18,939.97	779,807.57	(780,434.25)	18,313.29
Due from Tre-Sewer Reserve	96,160.00	-	-	96,160.00
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	12,414.14	-	(8.99)	12,405.15
Due From Tre-Housing Authority Restricted D	8,900.00	-	-	8,900.00
Due from Tre-Accounts Payable Clearing	911,434.15	1,409,683.25	(25,321.34)	2,295,796.06
Due from Tre-Finance Revenue Clearing	8,845.36	1,798,992.05	(1,798,970.29)	8,867.12
Due from Tre-Water Resource	79,809.91	-	(57.78)	79,752.13
Due from Tre-Workforce Impact Fees	42,379.61	-	(30.68)	42,348.93
Due from Tre-Living Community	256,370.54	146,183.74	(258,330.65)	144,223.63
COUNTY FUNDS TOTAL	36,748,400.51	8,408,046.89	(4,980,112.69)	40,176,334.71
CITIES AND TOWNS	\$	\$	\$	\$
Due from Tre-Crested Butte General	95,662.08	60,348.76	(96,741.41)	59,269.43
Due from Tre-Crested Butte Street/Alley	294,465.13	180,858.70	(299,890.88)	175,432.95
Due from Tre-Gunnison City General	100,617.25	65,822.61	(101,962.63)	64,477.23
Due from Tre-Marble General	9,540.82	2,532.12	(9,588.06)	2,484.88
Due from Tre-Mt Crested Butte General	342,802.74	165,530.87	(360,215.85)	148,117.76
Due from Tre-Pitkin General	9,925.40	3,592.73	(9,994.12)	3,524.01
CITIES AND TOWNS TOTAL	853,013.42	478,685.79	(878,392.95)	453,306.26
SCHOOLS	\$	\$	\$	\$
Due from Tre-Gunn RE1J Gen	3,765,070.35	1,967,628.17	(5,296,008.76)	436,689.76
Due from Tre-Gunn RE1J Bond	1,566,800.64	800,485.01	(2,221,841.33)	145,444.32
Due from Tre-Delta 50J General	43,553.48	321,775.35	(352,378.14)	12,950.69
Due from Tre-Delta 50J Bond	7,964.68	68,749.06	(75,208.47)	1,505.27
Due from Tre-Montrose RE1J General	51,898.76	17,746.26	(65,186.31)	4,458.71

Due from Tre-Montrose RE1J Bond	7,881.99	2,627.49	(9,923.96)	585.52
Due from Tre-Reij 2014 Mill Override	781,346.54	400,192.70	(1,109,008.76)	72,530.48
SCHOOLS TOTAL	6,224,516.44	3,579,204.04	(9,129,555.73)	674,164.75
IMPROVEMENT DISTRICTS	\$	\$	\$	\$
Due from Tre-Library Dist	-	-	-	-
Due from Tre-CO River Water CD	106,067.80	62,839.82	(108,647.39)	60,260.23
Due from Tre-Reserve MD2	40,423.41	26,948.88	(41,529.21)	25,843.08
Due from Tre-Mt Crested Butte DDA	302,359.07	107,631.47	(305,588.02)	104,402.52
Due from Tre-Bostwick Park Water CD	849.10	565.88	(865.69)	549.29
Due from Tre-Crawford Water CD	16.58	0.62	(16.60)	0.60
Due from Tre-Crested Butte South MD	137,562.93	36,347.90	(138,597.22)	35,313.61
Due from Tre-Mt CB Water/San	374,576.61	184,719.57	(394,056.55)	165,239.63
Due from Tre-East River Regional SD	28,932.00	17,263.99	(29,436.16)	16,759.83
Due from Tre-Cemetery	52,401.92	28,688.65	(53,257.82)	27,832.75
Due from Tre-Gunn Co Metro Rec Dist	203,659.66	108,809.02	(208,222.82)	104,245.86
Due from Tre-N Fork Water CD	693.62	7,391.64	(911.97)	7,173.29
Due from Tre-Skyland MD	213,893.90	165,024.03	(218,738.22)	160,179.71
Due from Tre-Upper Gunn Water CD	387,562.83	206,818.60	(396,305.71)	198,075.72
Due from Tre-Crested Butte Fire PD	936,720.02	492,671.37	(961,481.28)	467,910.11
Due from Tre-Gunn Co Fire PD	236,125.36	119,655.54	(239,691.86)	116,089.04
Due from Tre-Carbondale & Rural Fire PD	60,700.10	23,272.70	(61,364.67)	22,608.13
Due from Tre-Ragged Mt Fire PD	5,490.65	45,927.97	(7,524.29)	43,894.33
Due from Tre-Arrowhead Fire PD	18,703.28	7,702.23	(18,927.27)	7,478.24
Due From Tre-Library General Fund	401,902.13	237,982.01	(411,819.13)	228,065.01
Due From Tre-Reserve MD#2 BOND 2016A	142,675.43	95,392.45	(146,570.61)	91,497.27
Due From Tre-North Fork Ambulance Health S	13,654.22	84,919.62	(17,281.59)	81,292.25
Due From Tre-Reserve MD #2 BOND 2016B	20,935.31	13,957.03	(21,507.97)	13,384.37
Due From Tre-Reserve MD #2 BOND 2016C	17,228.63	11,485.93	(17,699.92)	11,014.64
IMPROVEMENT DISTRICTS TOTAL	3,703,134.56	2,086,016.92	(3,800,041.97)	1,989,109.51
MISC CONTROL	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	456,563.03	582,877.69	(477,908.12)	561,532.60
Due from Tre-Clerk Sales Tax	27,157.11	55,507.38	(40,480.47)	42,184.02
Due from Tre-SOT	-	236,081.66	(236,081.66)	-
Due from Tre-State Auto	-	186,633.58	(186,633.58)	-
Due from Tre-Clerk ST Domestic Abuse	100.00	140.00	(100.00)	140.00
Due from Tre-Clerk State Registrar	-	21.00	(21.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	1,372.00	(1,372.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	15,050.30	100.17	(1.00)	15,149.47
Due from Tre-Inmate Trust	11,259.46	2,863.15	(3,906.64)	10,215.97
Due from Tre-Investment Interest	-	57,113.25	(57,113.25)	-
Due from Tre-Treas Deed	2,727.98	1,310.53	(769.21)	3,269.30
Due from Tre-Unused Remittances	51,999.02	2,856.16	(52,251.16)	2,604.02
Due from Tre-Elected Official Fees Clrg	19,944.08	57,590.65	(47,895.15)	29,639.58
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	584,800.98	1,184,467.22	(1,104,533.24)	664,734.96
GRAND TOTALS	48,113,865.91	15,736,420.86	(19,892,636.58)	43,957,650.19

TO THE HONORABLE JONATHAN HOUCK , CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, IN THE STATE OF COLORADO:

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of March 2021.

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing; Alley Vacation Request; Lots 6-13,

Action Requested: Motion

Parties to the Agreement: Justin and Tracy Hastings and Gunnison County

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The Hastings have submitted a request to vacate the alley between their lots. The alley vacation will allow them to have a one acre parcel.

Fiscal Impact: Applicant pays costs

Submitted by: Marlene D. Crosby

Submitter's Email Address: mcrosby@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 4/2/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/2/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 4/6/2021

Justin & Tracy Hastings
PO Box 2454
39 Alpine Court
Crested Butte, CO 81224
970-209-6254 - Tracy's cell
hastingsincb@gmail.com

Gunnison County Public Works Department
Attn: Debbie Ferchau
195 Basin Park Drive
Gunnison, CO 81230

February 13, 2021

Dear Debbie,

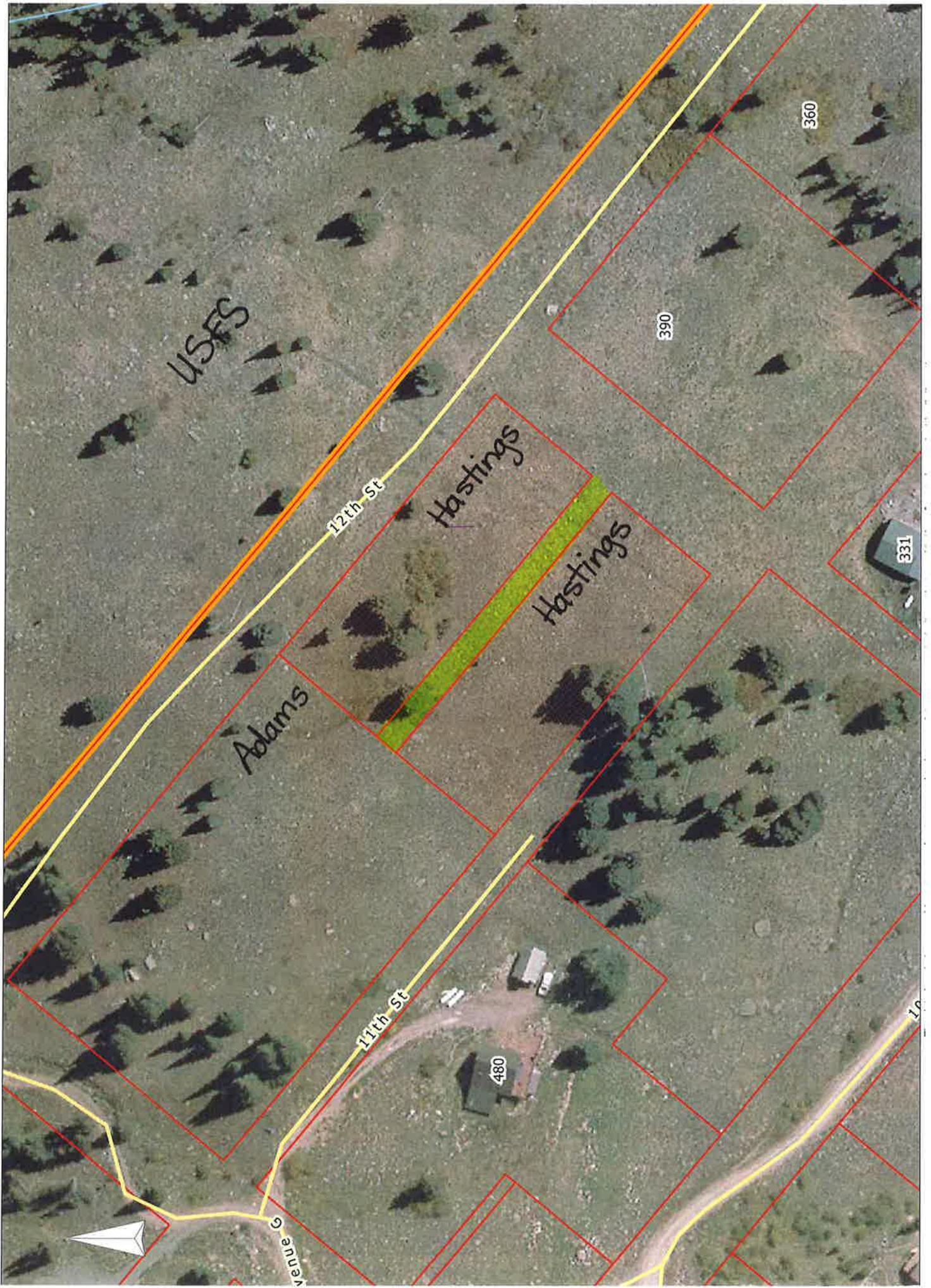
We are writing to you in regards to the following property, located in Irwin, Colorado: lots 6-13, block 19 #651321 owned by Justin Hastings and Tracy Williams Hastings. As requested, we have included the application fee of \$500.00 to vacate the surrounding property. We have an application on file.

Thank you for your time and effort on this and should you have any questions or need additional information, please do not hesitate to contact Tracy Hastings.

Regards,

A handwritten signature in blue ink, appearing to read "Tracy Williams Hastings". The signature is written in a cursive style and is positioned above the typed name.

Justin Hastings and Tracy Williams Hastings



BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2021-_____

A RESOLUTION VACATING A CERTAIN PORTION OF ALLEY LYING WITHIN THE
TOWNSITE OF IRWIN, COUNTY OF GUNNISON, STATE OF COLORADO

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado (“Board”), by virtue of Colorado law, has authority and is the owner of certain roads and alleys lying within the County of Gunnison; and

WHEREAS, the Board has determined that not all platted roads and alleys are necessary for public access to privately owned property; and

WHEREAS, the Board has received a request to vacate a certain portion of an alley lying within the Townsite of Irwin, County of Gunnison, State of Colorado described as follows:

That certain portion of alley adjacent to Lots 6 through 9, inclusive, and Lots 10 through 13, inclusive, Block 19, lying within the Townsite of Irwin, according to the official plat recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on September 6, 1894, bearing Reception No: 70551; and

WHEREAS, the vacation of the above described portion of alley lying within the Townsite of Irwin, will not hinder any property owners of any lands from having access to their respective land nor disrupt existing travel modes or anticipated conditions in traffic or development patterns; and

WHEREAS, there will be no adverse impact to the natural environment, community needs or public health, safety and welfare from the vacation of the above described portion of alley lying within the Townsite of Irwin; and

WHEREAS, the notices required by Colorado law for such vacation have been given and a public hearing on such vacation has been conducted; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that the certain portion of alley lying within the Townsite or Irwin, County of Gunnison, State of Colorado described as follows shall be and hereby is vacated:

That certain portion of alley adjacent to Lots 6 through 9, inclusive, and Lots 10 through 13, inclusive, Block 19, lying within the Townsite of Irwin, according to the official plat recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on September 6, 1894, bearing Reception No: 70551.

It is the specific intent of the Board that the vacation of the above described portion of alley lying within the Townsite of Irwin shall accrue to and vest in the record owner(s) of adjacent real property pursuant to the provisions of C.R.S. § 43-2-302.

FURTHERMORE, this Resolution is contingent upon and shall not become effective until the recording in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado of the following:

1. The Lot Cluster Agreement executed by Gunnison County and the owner(s) of the respective adjacent property clustering said property and the above described portion of alley lying within the Townsite of Irwin, County of Gunnison, State of Colorado; and
2. This Resolution.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this _____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

By: _____
Roland Mason, Vice Chairperson

By: _____
Elizabeth K. Smith, Commissioner

ATTEST:

Deputy County Clerk

WARRANTY DEED

THIS DEED, made this 17th day of January, 2018, between

Susan Schewe and Peter H. Schewe

of County of Gunnison, State of CO, grantor, and

Tracy Williams Hastings and Justin Hastings

whose legal address is P.O. Box 2454, Crested Butte, CO 81224 grantee:

WITNESSETH, That the grantor for and in consideration of the sum of **Seventy Five Thousand and 00/100 Dollars**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee, as Joint Tenants, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Gunnison and State of Colorado described as follows:

Lots 6 through 13, both inclusive, Block 19, Town of Irwin, according to the Plat recorded September 6, 1894 at Reception No. 70551, County of Gunnison, State of Colorado.

as known by street and number as:
11th Street, Irwin, Crested Butte, CO 81224

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the encasing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature what so ever, except

General taxes for the current year and subsequent years and subject to easements, restrictions, reservations, covenants and rights of way of record, if any.

SEE ATTACHED EXHIBIT EXC. - 1539CEA

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Peter H. Schewe as attorney-in-fact for Susan Schewe
Peter H. Schewe, as Attorney-in-Fact for Susan Schewe

Peter H. Schewe
Peter H. Schewe

STATE OF COLORADO
COUNTY OF GUNNISON

The foregoing instrument was acknowledged before me this 16th day of January, 2018 by Peter H. Schewe, Individually and as Attorney-In-Fact for Susan Schewe

Witness my hand and official seal.

My Commission Expires: 5-3-20

[Signature]
Notary Public

CAROLYN HUESKY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20134006421
My Commission Expires May 3, 2021

651321

1/17/2018 12:44:00 PM 2 of 2
Gunnison County, CO

EXHIBIT EXC - FILE NO. 1539CEA

The following reservations as contained in the United States Patent recorded February 28, 1893 in Book 115 at Page 97: (a) The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law. (b) A right of way for ditches or canals constructed by the authority of the United States.

Notes, easements, restrictions, reservations, densities, designated uses, setbacks, rights of way of a public, or private nature, and all other matters as disclosed on plat of said subdivision at Reception No. 70551.

Notice of Watershed Ordinances recorded February 12, 1993 in Book 720 at Page 163.

A portion of the route of ingress and egress to the property insured herein is over roads owned by the United States of America and is subject to the rules and regulations of the U.S. Government and its agencies. The Company bears no responsibility if the validity of said access is challenged.

All matters as shown on Improvement Location Certificate by Norman C. Whitehead, P.E. and P.L.S. No. 27739, NCW & Associates, Inc., dated December 20, 2017, Job Number 17229.00.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lot Cluster Agreement and Declaration; Lots 6-13,

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Clustering lots in junction with public works street and alley vacation Public Hearing.

Fiscal Impact:

Submitted by: Beth Baker

Submitter's Email Address: bbaker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 4/15/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/16/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 4/20/2021



LOT CLUSTER AGREEMENT AND DECLARATION

Date of Meeting _____ (filled in by staff)

THIS LOT CLUSTER AGREEMENT AND DECLARATION is made between the Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison County")

and Justin Hastings
Tracy Williams Hastings (Owner)
(Owner)

[Signature] (Owner) Tracy Williams Hastings
(Owner)

RECITALS:

Legal Description: Complete – please attach if too long

Lots 6-13, Block 19, Town of Irwin, together with the adjacent portion of the alley in block 19, and the adjacent portion of 11th street. As cited in the BOCC resolution number 05-55, recorded at reception number 564540, the Gunnison County Clerk and Recorders office.

and any adjacent street or alley that is or may be vacated.,
County of Gunnison
State of Colorado

- 2. This Lot Cluster Agreement and Declaration is made for good, valuable and sufficient consideration, including the creation of a single parcel by the clustering of the above described properties.

NOW, THEREFORE, it is agreed that:

- 1. Gunnison County, Colorado and Owner, on behalf of themselves, their respective heirs, successors, personal representatives and assigns, hereby declare that the real property described above shall hereafter be and is combined into one parcel to be maintained as one new integrated parcel and single building lot and further declare that no portion of such new parcel constituting less than the entire new parcel may be conveyed, mortgaged or encumbered or otherwise transferred without prior compliance with applicable subdivision requirements including but not limited to the Gunnison County Land Use Resolution.
- 2. This Lot Cluster Agreement and Declaration does not independently change or amend any fee, assessment or charge regarding any service to such real property.

3. This *Lot Cluster Agreement and Declaration* is made for the benefit of Gunnison County, Colorado, and shall run with the land in perpetuity. Nothing in this *Lot Cluster Agreement and Declaration* is or shall be construed to be a waiver of applicable County Building, Sewage Disposal System, Land Use Change or other permit requirements.
4. This *Lot Cluster Agreement and Declaration* shall not have effect until it is recorded, at the cost of the Applicant, with the Clerk and Recorder of Gunnison County, Colorado.
5. The lot cluster approved by recordation of this *Lot Cluster Agreement and Declaration* does not result in a guarantee of approval of an Individual Septic System Permit application or approval of a variance from the *Gunnison County Individual Sewage Disposal System Regulations*.
6. Approval of this lot cluster is subject to the terms of the utility companies potentially affected by this action. The companies' comments are attached to, and are hereby incorporated as part of this *Lot Cluster Agreement and Declaration*.

Date: 11/20/20 _____
 Date: 11/20/20 Tracy Williams Hastings Owner
 Date: _____ Owner
 Date: not applicable _____ Owner
 Mortgage or Lien Holder

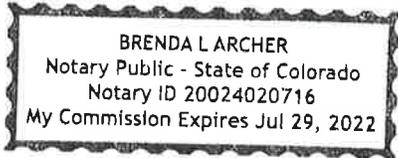
STATE OF COLORADO)
)ss
 COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 20 day of November 20 20
 by Tracy Williams Hastings and Justin Hastings (Owner/s).

Witness my hand and official seal.

My Commission expires: 7/29/2022

Brenda Archer
 Notary Public



Address: 405 6th St
Orested Butte CO 81227

STATE OF COLORADO)
)ss
 COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this _____ day of _____ 20__ by not applicable (Mortgage/Lien Holder).

Witness my hand and official seal.

My Commission expires: _____

Notary Public

Address:

Date: _____

Jonathan Houck
Chairperson

Roland Mason
Vice-Chairperson

Elizabeth Smith
Commissioner

Board of County Commissioners
Gunnison County, Colorado

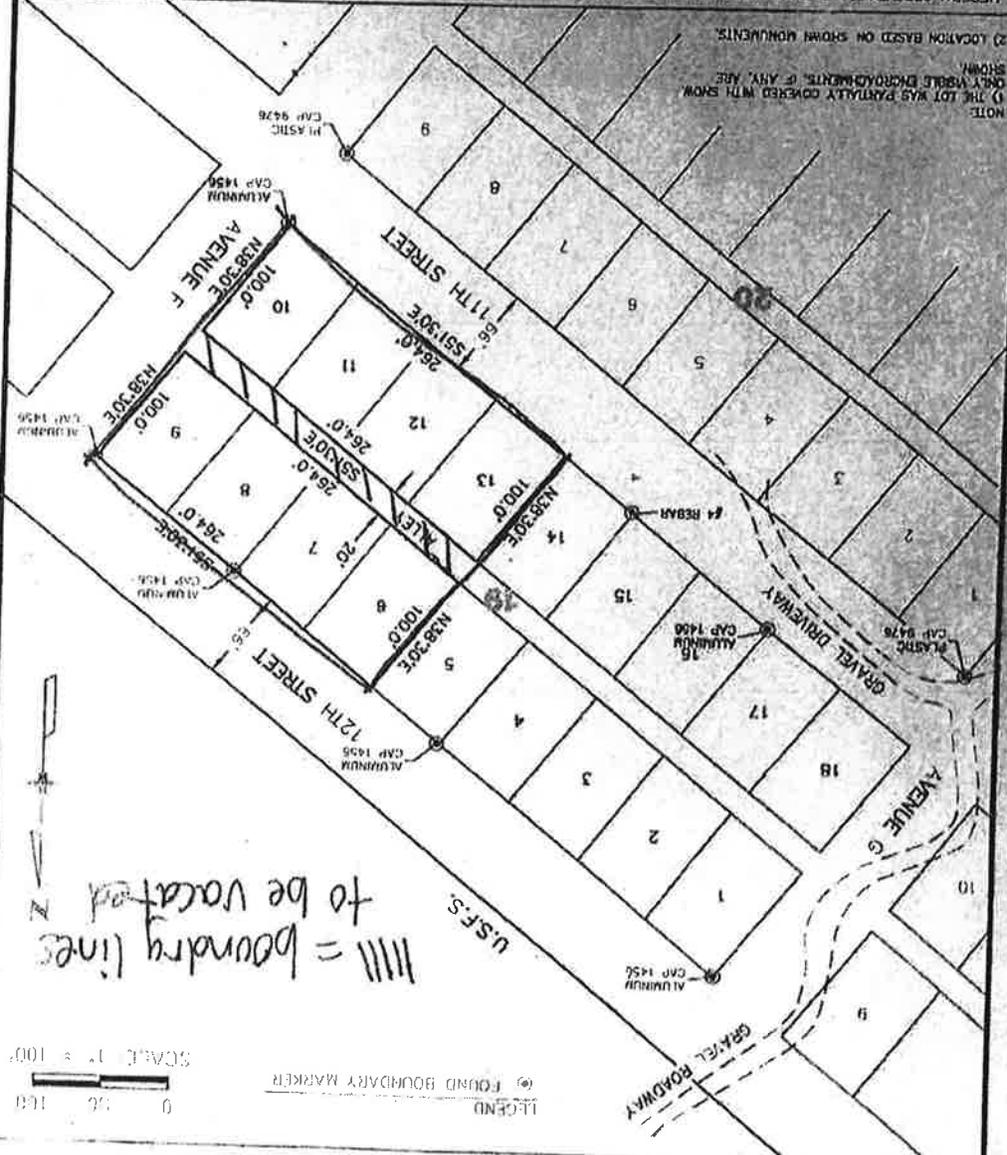
Attest:

Gunnison County Clerk and Recorder

I HEREBY CERTIFY THAT THIS IMPROVEMENT LOCATION CERTIFICATE WAS PREPARED FOR TRACY WILLIAMS HASTINGS AND JUSTIN HASTINGS OF THE PROPERTY DESCRIBED AS LOTS 8 THROUGH 13, BLOCK 18, IRWIN TOWN SITE, ACCORDING TO THE PLAT RECORDED SEPTEMBER 9, 1994 AT RECEPTION NO. 70581, AS RECORDED AT THE GUNNISON COUNTY CLERK AND RECORDERS OFFICE, STATE OF COLORADO, PER CLIENT.

AND THAT IT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT, AND THAT IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES. I FURTHER CERTIFY THAT IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THE DATE 12/20/17, EXCEPT DITCH CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE DESCRIBED PREMISES AS SHOWN, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES, EXCEPT AS INDICATED, AND THAT THERE IS NO APPOINTMENT OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED, AND THAT THERE IS NO APPOINTMENT OR SIGN OF ANY EASEMENT OR RIGHT OF WAY SHOWN PER TITLE COMMITMENT FILE NO. 18992CA PREPARED BY ALPINE BILT.

NORMAN C. WHITEHEAD
REGISTERED LAND SURVEYOR
COLORADO NO. 27238



IMPROVEMENT LOCATION CERTIFICATE

NCW & Associates, Inc.
P.O. Box 3688
Crested Butte, Colorado 81224
Tel. (970) 349-6384

JOB NUMBER 17229.00
CLIENT TRACY AND JUSTIN HASTINGS
SUBDIVISION IRWIN TOWN SITE
BLOCK 18 LOTS 8-13
ADDRESS _____
DATE 12/29/17 PAGE 1 OF 1



564540

Page 1 of 2

04/21/2006 02:34P

D 0 00

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 05-55**

**A RESOLUTION VACATING CERTAIN STREETS AND AN ALLEY
WITHIN THE PLATTED TOWNSITE OF IRWIN.**

WHEREAS, Gunnison County, by virtue of Colorado law, has become the owner of certain platted streets and alleys within the previously incorporated Townsite of Irwin; and

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado (herein referred to as the "Board") has determined that not all of said streets and alleys are necessary for public access to the privately-owned property within the Townsite of Irwin; and

WHEREAS, the Board has received a petition from the owner of Lots 6 through 9 and 10 through 14, Block 20, Townsite of Irwin, and on behalf of the best interests of the public of Gunnison County, the following has been requested to be vacated:

The entire alley within Block 20 and the entire portion of 11th Street lying between Blocks 19 & 20 and that portion of Avenue F commencing from the northern boundary of 11th Street and extending to the northern boundary of 10th Street, according to the official plat of the Townsite of Irwin on file in the Gunnison County Clerk and Recorder's Office, County of Gunnison, State of Colorado.

WHEREAS, notices required by Colorado law for such vacation have been given and a public hearing on such vacations having been conducted, pursuant to C.R.S. 43-2-301, et. seq.

WHEREAS, the above vacation request will not hinder any property owners of any lands from having access to their respective land nor disrupt existing travel modes or changed or anticipated conditions in traffic or development patterns;

WHEREAS, there will be no adverse impact to the natural environment, community needs or public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that the following be and the same hereby is vacated:



564540

Page 2 of 2
04/21/2006 02:34P
D 0 00

The entire alley within Block 20 and the entire portion of 11th Street lying between Blocks 19 & 20 and that portion of Avenue F commencing from the northern boundary of 11th Street and extending to the northern boundary of 10th Street, according to the official plat of the Townsite of Irwin on file in the Gunnison County Clerk and Recorder's Office, County of Gunnison, State of Colorado.

FURTHERMORE, this Resolution shall be effective with the following conditions:

1. It is the specific intent of the Board that the above vacated alley should accrue to and vest in the record owners of the adjacent lots pursuant to § 43-2-302, C.R.S.

2. This Resolution shall not be effective unless and until there is recorded in the records of the Clerk and Recorder of Gunnison County, Colorado of a Lot Cluster Agreement executed by Gunnison County and the owners of adjacent lots, clustering their respective lots and the vacated portions of the streets and alley granted herein. This Resolution shall be effective only with respect to that portion of the street(s) and/or alley which is explicitly included in a Lot Cluster Agreement, approved by Gunnison County, and executed by Gunnison County and the owner(s) of the lot(s) immediately adjacent to the street(s) and/or alley.

3. This resolution shall not become effective until such time as it is recorded in the office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner Channell, seconded by Commissioner Swenson, and adopted this 15th day of November, 2005.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By Jim Starr
Jim Starr, Chairperson

By Hap Channell
Hap Channell, Vice Chairperson

By Paula Swenson
Paula Swenson, Commissioner



ATTEST: Kelly Balch
Deputy County Clerk



March 30, 2021

RE: Lot Cluster Irwin Townsite

Justin and Tracy Hastings have applied to cluster
Lots 6,7,8,9,10,11,12 & 13 Block 19 Town of Irwin

- The County Attorney office, Community Development Director have reviewed and approved the application.
- There is no HOA, and no utilities
- The taxes are current
- There are no liens on the properties

You may view the file using:

<https://permitdb.gunnisoncounty.org/citizenaccess/>

Click on project

Search by application number **LUC-20-00061**

Click on the file

Click on Attachment and View

If you have any questions, please call.

Thanks,

Beth Baker

Manager of Administrative Services

Gunnison County Community and Economic Development

970-641-7932

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support; Town of Crested Butte Funding A

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Please see the attached draft correspondence.

Fiscal Impact: N/A

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/15/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 4/20/2021



GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS

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

Email: bocc@gunnisoncounty.org

Website: www.GunnisonCounty.org

April 20, 2021

Amy Moyer
Colorado River District
Partnership Project Funding Program
201 Centennial Street, PO Box 1120
Glenwood Springs, CO, 81602

Dear Ms. Amy Moyer,

Gunnison County supports the Town of Crested Butte's (Town) application for funding from the Colorado River District to assist with the engineering and design of the Irwin Valve Infrastructure.

The Town holds water rights in Lake Irwin which are utilized to provide additional flows from Lake Irwin to Coal Creek. These flows increase water quality and quantity for fish and invertebrate habitat, as well as enhance recreational activities. Additionally, releases from Lake Irwin bolster a sustainable drinking water supply for the Town of Crested Butte. The Town holds a 6 cfs water right in Coal Creek and Wildcat Creek for domestic water uses. Finally, the flows from Lake Irwin facilitate several downstream water rights and uses, including three Town owned rights for irrigation of parks and the community school, a Colorado Water Conservation Board (CWCB) instream flow right, and multiple agricultural water rights. Replacement of the valve and associated infrastructure will allow Town staff to operate the valve to better facilitate water demand management, manage Lake Irwin water levels into the foreseeable future, and continue to deliver flows to downstream users.

Through its budgetary allocation in 2021, the Town has demonstrated their commitment to this project. The County understands the positive benefits that this project affords to multiple stakeholders and supports the engineering, design, and eventual construction of the improvements.

Regards,

Jonathan Houck
Chairperson, Gunnison County Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Region 10 Business Loan Fund, Out-of-Cycle Appoint

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

see attached

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/15/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 4/20/2021



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

RESOLUTION NO: 2019- 17

**A RESOLUTION ESTABLISHING THE POLICY FOR APPOINTMENTS TO
GUNNISON COUNTY BOARDS AND COMMISSIONS**

THIS RESOLUTION SUPERSEDES RESOLUTION NO: 2016-22

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado ("Board") has the authority to appoint members to various Gunnison County boards and commissions; and

WHEREAS, the Board desires to establish a policy to ensure that the appointment process:

- o Will be timely;
- o Will foster applications for open positions;
- o Will be open to public scrutiny;
- o Will comply with applicable legal requirements; and
- o Will result in appointments that are in the best interests of Gunnison County;

WHEREAS, the appointment process established by this Resolution shall apply to appointments to the following boards and commissions:

- a. Board of Adjustments
- b. Board of Appeals
- c. Colorado River Water Conservation District Board
- d. Commissioner of Deeds
- e. Community Corrections Board
- f. Environmental Health Board
- g. Extension Advisory Committee
- h. Gunnison Basin Sage-grouse Strategic Committee
- i. Gunnison Cemetery District Board
- j. Gunnison Sage-grouse Mitigation Committee
- k. Gunnison Valley Hospital Board of Trustees
- l. Gunnison Valley Housing Foundation Board
- m. Gunnison Valley Observatory Board
- n. Gunnison-Crested Butte Tourism Association Board
- o. HB 1177 Roundtable
- p. Historic Preservation Commission
- q. Land Preservation Board
- r. Library Board of Trustees
- s. Medical Health Officer
- t. Planning Commission
- u. Region 10 Board
- v. Trails Commission
- w. Veterans Service Officer
- x. Watershed Weed Commission



- y. Western Regional EMS Council
- z. Other boards and commissions as identified from time to time by the Board of County Commissioners

WHEREAS, the appointment process established by this Resolution shall be followed unless the process is in conflict with a specific requirement of an applicable ordinance, statute, established resolution of the Board, or other legal requirement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the procedure for advertisement, interview, and appointment of persons to vacancies on boards and commissions shall occur by the following process except in unusual circumstances, such as those dictated by statute or specific bylaws (see Section 7 below):

Annual Appointment Process:

1. Notification:
 - a. Prior to or at the time of issuance of the annual vacancy notice, County staff members and/or the chairperson involved with each board or commission will be advised of upcoming vacancies and asked to encourage citizens to apply who have the appropriate interest, commitment, and skills.
 - b. Prior to or at the time of issuance of the annual vacancy notice, persons whose terms are expiring will be informed of their term expiration, thanked for their service, and, at the discretion of the County, encouraged to reapply.
2. Vacancy Notices and Applications:
 - a. Annual Board requests for applications for appointment shall be made via newspaper, the County website, and/or the County's social media outlets; and
 - b. The vacancy notice shall be issued no later than December 1st with a response deadline of January 15th at 5:00 p.m. MT, or the first business day thereafter.
3. Scheduling/Conducting Interviews and Making Appointments:
 - a. Interviews shall not commence until after the response deadline. Notification of interview date and time will be made by letter, phone or email to applicants.
 - b. Incumbent applicants will be advised that the interview is conducted for both an interview and opportunity for the applicant to update the Board on activities of that board or commission.
4. Re-notification:
 - a. After the first round of appointments are made, the Board may opt to pursue a second round of appointments by following the same process as stated above, but for only three weeks for any specific board or commission vacancies remaining.
5. Recruitment:
 - a. After two rounds of interviews and appointments, County staff members and/or the chairperson involved with each board or commission will be advised of remaining



vacancies and asked to recruit applicants. If this process yields interested applicants, interviews and appointments will be scheduled.

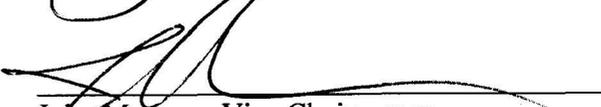
6. **Out-of-Cycle Applications and Vacancies; Removal of Appointees:**
 - a. If a resignation and/or other creation of a vacancy occurs outside of the annual cycle outlined above, the Board may elect to create and follow a one-time recruitment and appointment schedule to fill that vacancy.
 - b. All appointments pursuant to this Resolution are at will, and all appointees appointed pursuant to this Resolution shall serve at the pleasure of the Board. Accordingly, all appointees appointed pursuant to this Resolution are not employees of Gunnison County, and the Board may remove any appointee at any time for any reason, with or without cause, unless the law expressly provides otherwise.

7. Special Circumstances Dictated by Bylaws and/or Statute:
 - a. Colorado River Water Conservation District. Pursuant to CRS § 37-46-104, the Board shall make its regular appointment to the Colorado River Water Conservation District during its first meeting in January. The County Clerk or a Deputy County Clerk will administer the Oath of Office to the newly appointed (or reappointed) person, and that appointee shall take office beginning on the third Tuesday in January.
 - b. Gunnison Valley Hospital Board of Trustees. Pursuant to CRS § 25-3-303 and the Gunnison Valley Hospital Board of Trustees bylaws, the Board shall make regular appointments to the Gunnison Valley Hospital Board of Trustees on or before the second Tuesday of January. The County Clerk or a Deputy County Clerk will administer the Oath of Office to the newly appointed (or reappointed) person within 10 days of appointment. The appointee shall take office beginning on the first day of February.

INTRODUCED by Commissioner MASON, seconded by Commissioner MESSNER and adopted this 6TH day of August, 2019.

GUNNISON COUNTY BOARD OF
COUNTY COMMISSIONERS


Jonathan Houck, Chairperson


John Messner, Vice Chairperson

Roland Mason

Roland Mason, Commissioner

ATTEST:

Elizabeth Mense
Deputy County Clerk



Gunnison County, CO
8/8/2019 10:58:56 AM
447

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Page 4 of 4
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From: noreply@civicplus.com
To: [BOCC](#)
Subject: Online Form Submittal: Boards and Commissions Application
Date: Tuesday, April 13, 2021 9:12:49 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or
position applying for: Region 10

Shane McGuinness
First and Last Name

2375 Cty Rd 10
Address

Gunnison
City

9706417325
Phone

smcguinness@gcea.coop
Email Address

Why would you like to
serve on this Board or
Commission? I'm currently serving on this board and would like to express
interest in serving another term. Serving on this board is another
great way to give back to the Gunnison, and surrounding
communities. It has also helped me develop some financial skills
that will be used throughout my career.

Field not completed.
Additional Comments

Email not displaying correctly? [View it in your browser.](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2018-2019 Amstar Petition for Abatement Hearing

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Petitioner requested hearing based upon overvaluation claim

Fiscal Impact:

Submitted by: Charles McDonald

Submitter's Email Address: cmcdonald@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Petition appears in order. It is up to the Assessor to provide sufficient information to the Board to support her recommendation to deny the petition. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 3/24/2021

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 3/29/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 20

Agenda Date: 4/20/2021

Date Sent 7-6-2020



PETITION FOR ABATEMENT OR REFUND OF TAXES

County: GUNNISON

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: July 06 2020
Month Day Year

Petitioner's Name: AMSTAR HOMES, INC. by DAVID MCENTIRE sole OWNER
Petitioner's Mailing Address: 5732 AMBER RIDGE DRIVE
CASTLE PINES NORTH CO 80108
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S) _____
PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
Lot 5 Hidden Mine Ranch according to the plat thereof recorded on October 29, 2007 at Reception No. 579840 etc.

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2018 and 2019 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

Petitioner's estimate of value: \$ 1,462,818 (2018) and \$ 1,859,148 (2019)
Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

[Signature]
Petitioner's Signature

Daytime Phone Number (702) 303-8081
Email dmcentires@gmail.com

By _____
Agent's Signature*

Daytime Phone Number (702) 303-8081

Printed Name: _____ Email _____

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision. § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation
(For Assessor's Use Only)

	Tax Year <u>2018</u>			Tax Year _____		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	<u>1,862,270</u>	<u>134,560</u>	<u>7,892.21</u>			
Corrected	<u>1,823,170</u>	<u>131,740</u>	<u>7,726.81</u>			
Abate/Refund	<u>39,100</u>	<u>2,820</u>	<u>165.40</u>			

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer. § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: _____ Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)

Tax year: _____ Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):
Lates within TIMEFRAME, SUPPORT ASSESSOR'S VALUATION.
[Signature]
Assessor's or Deputy Assessor's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner
(Only for abatements up to \$10,000)

The Commissioners of _____ County authorize the Assessor by Resolution No. _____ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____			Tax Year _____		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner's Signature

Date

Assessor's or Deputy Assessor's Signature

Date

Section IV: Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of _____ County, State of Colorado, at a duly and lawfully called regular meeting held on ____/____/____, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor _____ (**being present--not present**) and

Name

Petitioner _____ (**being present--not present**), and WHEREAS, the said

Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, that the Board (**agrees--does not agree**) with the recommendation of the Assessor and the petition be (**approved--approved in part--denied**) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____	_____	_____	_____

Chairperson of the Board of County Commissioners' Signature

I, _____ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this _____ day of _____, _____

Month Year

County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V: Action of the Property Tax Administrator
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby

Approved Approved in part \$ _____ Denied for the following reason(s): _____

Secretary's Signature

Property Tax Administrator's Signature

Date

ABATEMENT	Residential Sales Examples
2018	Inventory and Account Value Summary

OWNER: AMSTAR HOMES
5732 AMBER RIDGE DRIVE
CASTLE PINES, CO 80108-9435

ACCOUNT #: R070735
PARCEL #: 3255-000-11-022
ECONOMIC AREA: 6



	R070735	R032393	R031981	R032718	R031534
ACCOUNT NUMBER:	3255-000-11-022	3257-000-02-035	3435-000-00-064	3257-000-05-001	3177-264-34-002
PARCEL NUMBER:	94 HIDDEN MINE RD	426 RED MOUNTAIN RANCH	455 OVERSTEEG GULCH RD	1894 RED MOUNTAIN RD	29 SUMMIT ROAD
PROPERTY ADDRESS:	UPPER EAST RIVER VALLEY	UPPER EAST VALLEY	JACK'S CABIN AREA	UPPER EAST RIVER VALLEY	MT. CRESTED BUTTE
LEGAL DESCRIPTION:	LOT 5 HIDDEN MINE RANCH	LOT 30, RED MOUNTAIN RANCH	TRACT A, RED MOUNTAIN RANCH	LOT 40, RED MOUNTAIN RANCH	LOT 26 THE SUMMIT
LAND ACRES:	35.100	35.100	35.050	35.100	0.528
ARCHITECTURAL STYLE:	CONVENTIONAL	CONVENTIONAL	CONVENTIONAL	CONVENTIONAL	CONVENTIONAL
EFFECTIVE YEAR BUILT:	2011	2000	1997	2004	2006
QUALITY CONSTRUCTION:	GOOD	VERY GOOD	VERY GOOD	GOOD	VERY GOOD
CONDITION:	VERY GOOD	VERY GOOD	VERY GOOD	GOOD	VERY GOOD
RESIDENTIAL SQ FT:	3,603	3,027	2,133	2,629	2,228
BASEMENT SQ FT:	0	1,890	1,104	1,771	2,030
GARAGE SQ FT:	1,070	1,016	528	741	835
EQUIVALENT SQ FT:	3,871	4,415	3,127	3,877	3,655

SALE DATE:	5/21/2015	1/11/2016	7/16/2014	1/8/2016
SALES PRICE:	\$2,300,000	\$1,700,000	\$1,350,000	\$2,250,000
TIME ADJUSTED SALES PRICE:	\$2,323,000	\$2,045,100	\$1,498,500	\$2,676,675
TASP PER EQUIVALENT SQ FT:	\$526	\$654	\$387	\$732
COMPARABILITY:	SUPERIOR	SLIGHTLY SUPERIOR	INFERIOR	SIMILAR

SUBJECT ACCOUNT VALUE: **\$1,860,090**

VALUE PER EQUIVALENT SQ FT: **\$481**

VALUE W/AG CLASSIFICATION **\$1,823,170**

Narrative

Subject property is a newer well constructed single family residence located in the Hidden Mine Subdivision just south of Crested Butte, and is situated on a 35 acre tract. Three examples presented are from Red Mountain Ranch, located 4-5 miles to the south and are in a gated community like the subject. The fourth example is in Mt. Crested Butte. All examples in Red Mountain Ranch are situated on 35.00 acre tracts. Ex. #1 and #2 are superior and slightly superior in quality. Ex. #3 is inferior, most notably the interior features. Exterior components are inferior as well. Ex. #4, though being on a much smaller tract of land, was chosen for it's high degree of similarity to the subject building quality, age and view. Ex. #4 quality is rated very good, but after reviewing MLS photos the dwelling was deemed comparable. Based on the analysis of examples presented, the Assessor recommends no adjustment to the property.

ABATEMENT	Residential Sales Examples
2019	Inventory and Account Value Summary

OWNER: AMSTAR HOMES
5732 AMBER RIDGE DRIVE
CASTLE PINES, CO 80108-9435

ACCOUNT #: R070735
PARCEL #: 3255-000-11-022
ECONOMIC AREA: 6



	R070735	R031967	R027248	R070736	R027279
ACCOUNT NUMBER:	R070735	R031967	R027248	R070736	R027279
PARCEL NUMBER:	3255-000-11-022	3177-354-01-006	3177-000-01-005	3255-000-01-012	3255-000-01-009
PROPERTY ADDRESS:	94 HIDDEN MINE RD	9 MOON RIDGE	194 MEADOW DR	369 SMITH ROAD	303 EVERGREEN DR
LEGAL DESCRIPTION:	UPPER EAST RIVER VALLEY	GOTHIC CORRIDOR	TRAPPER'S CROSSING	UPPER EAST RIVER VALLEY	TRAPPER'S CROSSING
LAND ACRES:	LOT 5 HIDDEN MINE RANCH	LOT 9, MOON RIDGE SUBDIVISION	LOT 6. TRAPPER'S CROSSING	RANCH WHETSTONE MOUNTAIN RANCH	LOT 13. TRAPPER'S CROSSING
ARCHITECTURAL STYLE:	35.100	2.550	37.300	35.050	35.900
EFFECTIVE YEAR BUILT:	CONVENTIONAL	CONVENTIONAL	CONVENTIONAL	CONVENTIONAL	LOG/CONVENTIONAL
QUALITY CONSTRUCTION:	2011	1999	2009 & 2014	2006	1998-1998
CONDITION:	GOOD	GOOD	GOOD/GOOD	VERY GOOD	GOOD/GOOD
RESIDENTIAL SQ FT:	VERY GOOD	VERY GOOD	VERY GOOD/VERY GD	VERY GOOD	GOOD/AVERAGE
BASEMENT SQ FT:	3,603	3,685	4,649	2,802	3,157
GARAGE SQ FT:	0	0	0	1,518	0
EQUIVALENT SQ FT:	1,070	636	728	1,121	917
	3,817	3,812	5,243	4,412	3,340

SALE DATE:	8/10/2017	11/14/2016	12/14/2016	9/26/2017
SALES PRICE:	\$1,950,000	\$2,900,000	\$3,000,000	\$2,100,000
TIME ADJUSTED SALES PRICE:	\$2,086,500	\$3,285,700	\$3,378,000	\$2,276,400
TASP PER EQUIVALENT SQ FT:	\$547	\$627	\$ 766	\$682
COMPARABILITY:	SIMILAR	SUPERIOR	SUPERIOR	INFERIOR

SUBJECT ACCOUNT VALUE:	<u>\$2,151,380</u>
VALUE PER EQUIVALENT SQ FT:	<u>\$564</u>
VALUE W/AG CLASSIFICATION	<u>\$2,091,660</u>

Narrative

Subject property is a newer well constructed single family residence located in the Hidden Mine Subdivision just south of Crested Butte. All examples, except for Ex. #1, are approximately 35 acre tracts, with similar views. Ex. #1, though on a 2.55 acre tract, is highly similar to the subject, including view. It is located in the Moon Ridge Subdivision, which is just .5 mile NE of the town of Crested Butte. Ex. #2 and Ex. #4, are located in Trapper's Crossing Subdivision just to the west of Crested Butte, and are approximately four miles from the subject. Both properties are in a gated subdivision, like the subject. Ex. #2 is superior to the subject and Ex. #4 is inferior to the subject. Ex. #3, though being superior in quality to the subject, was chosen because it is immediately adjacent to the subject property, it is very comparable except the quality aspect. Equivalent square foot area, view and location are quite similar to the subject. Based on analysis of the examples presented, the Assessor recommends no value adjustment.

2018 Gunnison County: Abatement Hearing

The Gunnison County Assessor's Office has been asked to communicate the assignment results for a single property that was appraised as part of our mass appraisal assignment.

The Uniform Standards of Professional Appraisal Practice (USPAP) defines mass appraisal as: the process of valuing a universe of properties as of a given date using standard methodology, employing common data, and allowing for statistical testing.

All of the sales used for Gunnison County's mass appraisal can be viewed on the Gunnison County web site (www.gunnisoncounty.org).

For the purposes of the mass appraisal, market value is defined as:

"The most probable price, expressed in terms of money, that a property would bring if exposed for sale in the open market in an arm's-length transaction between a willing seller and a willing buyer, both of whom are knowledgeable concerning all the uses to which it is adapted and for which it is capable of being used." – Property Assessment Valuation, 1996, IAAO

For the 2018 property tax year, the effective **appraisal date is June 30, 2016**, as required by § 39-1-104(10.2)(a)(d), Colorado Revised Statutes.

The single property being characterized for this hearing is identified as:

Property Owner:	AMSTAR HOMES INC
Account Number:	R070735
Parcel Number:	3255-000-11-022
Legal Description:	LOT 5 HIDDEN MINE RANCH
2018 Value:	\$1,862,270
2018 Value adjusted:	\$1,860,090 (if not agricultural)
2018 Recommended:	\$1,823,170

2019 Gunnison County: Abatement Hearing

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For the 2019 property tax year, the effective **appraisal date is June 30, 2018**, as required by § 39-1-104(10.2)(a)(d), Colorado Revised Statutes.

The single property being characterized for this hearing is identified as:

Property Owner:	AMSTAR HOMES INC
Account Number:	R070735
Parcel Number:	3255-000-11-022
Legal Description:	LOT 5 HIDDEN MINE RANCH
2019 Value:	\$2,091,660
2019 Adjusted Value:	\$2,151,380 (if not agricultural)

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
Meeting Agenda for April 20, 2021
County Commissioners' Meeting Room
200 E. Virginia Avenue; Gunnison, CO 81230
(REMOTE)

- Call to Order at 10:25 am
- Agenda Review
- Minutes Approvals:
 - February 16, 2021
- Hinsdale County Board Representation:
 - Introduction to Hinsdale County Commissioner, Greg Levine
- Finance Update
 - Gunnison/Hinsdale DHS Financial Report - Period Ending December 31, 2020
- Program Updates:
 - COVOD Financial Services Update
 - Community Service Block Grant (CSBG)
- Legislative Updates:
 - Current status on key bills
- Next Meeting: June 15, 2021
- Adjourn at 11:05 am

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/177/Agendas-Minutes-Portfolios> on the Friday prior to the meeting.

CORRECTED ZOOM MEETING DETAILS:

Join Zoom Meeting:

<https://us02web.zoom.us/j/88336680665?pwd=MVhiUzIBZnRrNjdma0JoUllXUzRaUT09>

Meeting ID: 883 3668 0665

Passcode: 149941

One tap mobile

+16699006833,,88336680665#,,,,*149941# US (San Jose)

+12532158782,,88336680665#,,,,*149941# US (Tacoma)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: February 16, 2021 Regular Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The draft 2/16/21 Human Services meeting minutes are attached for consideration.

Fiscal Impact: N/A

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/9/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 4/20/2021

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
MEETING MINUTES
February 16, 2021**

The February 16, 2021 meeting of the Gunnison/Hinsdale Board of Human Services was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Roland Mason, Commissioner
Liz Smith, Commissioner

Joni Reynolds, Health and Human Services Director
Matthew Birnie, County Manager
Katherine Haase, Clerk to the Board
Other Persons Present as Listed in Text

CALL TO ORDER: Chairperson Houck called the meeting to order at 9:41 am.

AGENDA REVIEW: There were no changes to the agenda.

MINUTES APPROVAL: **Moved** by Commissioner Mason, seconded by Commissioner Smith to approve the 10/20/2020 and 12/22/2020 minutes, as presented. Motion carried unanimously.

1. October 20, 2020
2. December 22, 2020

HINSDALE COUNTY BOARD REPRESENTATION: Commissioner Houck will reach out to Hinsdale County this afternoon to determine if a new representative has been identified.

LEGISLATIVE PRIORITIES: HHS Director Reynolds stated that the legislative session was slated to begin that day, and she provided the following insights:

1. Behavioral Health. The behavioral health bill has potential for significant impact around the State and our region.
2. Supplemental. Supplemental bills to address funding gaps will be impactful for her department.
3. Childcare Funding. This bill is expected.
4. Expansion of Residential Providers. This bill will look at how to make the expansion to work with families to keep children in their homes.
5. Non-Discrimination Standards. This bill will focus on standards related to the LGBTQ community, particularly youth that are in out-of-home safe environments.
6. Stimulus Package. The Governor is expected to request a stimulus package.

STAFFING UPDATE: HHS Director Reynolds informed the Board that Delta County discussed the Home and Community Based Services Program, which helps provide services so people, particularly seniors, can remain in their homes. Delta County has been the entry point for the entire region, but Delta County may end their subcontract with Gunnison County, due to changes in program reimbursement at the State level and associated shortfalls. She noted that termination of the subcontract will impact one of her staff positions and approximately 60 seniors in the valley.

HHS Director Reynolds stated that there will be a staffing change in the child support services area. One employee is leaving the community, and the vacancy will be posted in the near future.

NEXT MEETING: The next meeting was scheduled for April 20, 2021.

COVID VACCINES: Commissioner Mason requested information about any COVID-19 vaccines being administered at City Market. He happened to be inside the store when an announcement was made indicating that there were additional vaccines available for anyone 65 or older in the store, so he asked about any coordination efforts happening between the store and the County. HHS Director Reynolds explained that the store is supposed to receive 100 doses weekly, and this is the first week that the pharmacy will be administering vaccines. She initially requested that the store join our effort, but that the store declined. Scheduling is being accomplished by registering on Kroger.com.

ADJOURN: **Moved** by Commissioner Houck, seconded by Commissioner Smith to adjourn the Board of Human Services. Motion carried unanimously. The meeting was adjourned at 10:21 am.

Minutes Prepared By:

Katherine Haase, Clerk to the Board

Minutes Approved (insert date):

Jonathan Houck, Chairperson

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison/Hinsdale DHS Financial Report - Period En

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

DHHS Finance Update

Fiscal Impact:

Submitted by: Kelly Weak

Submitter's Email Address: kweak@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 4/16/2021

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: 4/16/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 4/20/2021

Gunnison/Hinsdale DHS Financial Report
for the Period Ending
December 31, 2020

<i>Expense</i>	YTD Expense <i>Gunnison</i>	YTD Expense <i>Hinsdale</i>	<i>Total</i>	Estimate of Gunnison County Only \$\$
155 HB 1451	80,898.42	-	80,898.42	-
340 Colorado Works (TANF)	345,562.66	16,535.80	362,098.46	69,112.53
340 Child Care	282,309.72	21,739.75	304,049.47	56,461.94
350 County Admin	426,444.43	1,044.32	427,488.75	85,288.89
350 Adult Protective Services	61,529.67	-	61,529.67	12,305.93
350 Long Term Care Medicaid Outreach Project	19,236.46	-	19,236.46	-
360 Child Welfare	874,176.93	50,878.07	925,055.00	174,835.39
360 Core Services	169,414.52	16,972.18	186,386.70	33,882.90
365 Child Support Enforcement	124,431.23	978.87	125,410.10	42,306.62
380 LEAP	206,276.79	14,605.49	220,882.28	-
380 Aid to Needy Disabled	15,579.20	-	15,579.20	3,115.84
380 Old Age Pension	102,939.14	6.67	102,945.81	-
380 Medical Transportation	37,387.59	6,595.92	43,983.51	-
380 Health Care Allowance	990.00	-	990.00	49.50
380 Food Assistance	2,381,119.74	22,311.80	2,403,431.54	-
380 Grants	101,972.96	-	101,972.96	-
	<u>5,230,269.46</u>	<u>151,668.87</u>	<u>5,381,938.33</u>	<u>477,359.54</u>

Signatures

Director, Gunnison/Hinsdale DHS

Chair, Gunnison/Hinsdale Board Human Services

Gunnison/Hinsdale DHS Financial Report for the Period Ending																																	
December 31, 2020		Gunnison	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Gunnison	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Hinsdale	Gunnison	Gunnison	Hinsdale	Gunnison	Hinsdale	Grand			
		155-0	340-1	340-6	340-1	340-6	350-2	350-2	350-2	350-7	350-7	360-1	360-6	360-2	360-7	365-1	365-6	380-1	380-6	380-21	380-71	380-22	380-72	380-23	380-73	380-24	380-32	380-82	380-00	Totals	Totals	Totals	
Expense		<i>HB 1451</i>	<i>CO Works</i>	<i>CO Works</i>	<i>Child Care</i>	<i>Child Care</i>	<i>Civ Admin</i>	<i>APS</i>	<i>Long-Term Care</i>	<i>Civ Admin</i>	<i>Child Welfare</i>	<i>Child Welfare</i>	<i>Core Svcs</i>	<i>Core Svcs</i>	<i>Child Supp Enf</i>	<i>Child Supp Enf</i>	<i>LEAP</i>	<i>LEAP</i>	<i>AND</i>	<i>AND</i>	<i>OAP</i>	<i>OAP</i>	<i>Med Trans</i>	<i>Med Trans</i>	<i>HCA</i>	<i>Food Assist</i>	<i>Food Assist</i>	<i>Public Assist</i>					
5110	SALARIES-DEPT HEAD/SUPERVISOR						134,235.00																							134,235.00	-	134,235.00	
5111	SALARIES-FULL TIME	25,559.05	54,646.38	13,507.00	18,081.07	3,538.75	366,224.00	10,166.12	3,373.81		262,601.51	34,525.60	110,241.06	12,462.36	82,699.81	588.78	646.44												3,053.89	937,293.14	64,622.49	1,001,915.63	
5112	SALARIES-PART TIME	35,500.35					8,271.00	13,670.57	12,050.96		7,688.97						73.98												6,741.15	86,386.71	-	86,386.71	
5210	PAYROLL TAX-FICA	4,638.27	4,048.62	1,000.41	1,330.25	223.87	37,428.83	1,699.35	1,174.39		19,299.75	2,496.57	7,895.68	836.66	6,192.92	43.30	52.20												748.17	84,308.43	4,600.81	88,909.24	
5220	HEALTH INSURANCE	1,298.15	5,212.71	1,303.28	4,060.99	817.99	43,008.04	2,468.14	130.62		27,534.39	2,940.94	14,691.41	2,461.73	6,120.18	61.72	81.00												104.98	104,705.51	7,185.66	111,894.17	
5230	RETIREMENT	2,537.83	2,596.29	644.47	644.25	120.39	22,299.40	694.60	116.21		12,358.44	1,728.22	4,910.98	623.13	2,969.25	17.62	21.36												147.79	49,296.40	3,131.83	52,428.23	
5240	UNEMPLOYMENT INSURANCE	91.62	82.00	20.26	30.70	5.29	763.19	35.75	23.12		405.52	51.84	165.50	18.70	124.07	0.87	1.09												14.71	1,737.27	96.96	1,834.23	
5250	WORKERS' COMPENSATION INSURANCE	97.30	83.00	20.61	53.13	7.92	837.70	102.66	23.50		6,203.51	835.56	2,745.74	303.43	127.90	0.96	1.02												21.26	10,296.72	1,168.48	11,465.20	
5260	EMPLOYEE ASSISTANCE PREMIUM	59.24	28.12	6.92	12.38	1.92	210.44	24.79	17.96		95.37	10.63	38.73	4.92	38.93	0.24	0.53												12.17	538.66	24.63	563.29	
6110	OFFICE SUPPLIES	99.95					7,025.95	-																						7,125.90	-	7,125.90	
6120	OPERATING SUPPLIES						515.97																							515.97	-	515.97	
6170	POSTAGE						579.37				169.58																			748.95	-	748.95	
6180	PHOTOCOPIY	216.24					30.75																							246.99	-	246.99	
6610	EQUIP & FURN UNDER \$4000						14,195.00																							14,195.00	-	14,195.00	
6611	COMPUTER EQUIP UNDER \$1000						696.00			1,348.89																				2,044.89	-	2,044.89	
6620	SOFTWARE UNDER \$1000						516.49			51.98																	149.99			718.46	-	718.46	
6630	EDUCATION/PROMOTION												12.00																	12.00	-	12.00	
7020	TELEPHONE SERVICE	465.00					11,015.61						3,112.56																	14,593.17	-	14,593.17	
7022	CELL PHONE	840.00					1,560.00	735.00	225.00			3,690.00																		7,050.00	-	7,050.00	
7030	INTERNET						2,000.04																							2,000.04	-	2,000.04	
7220	REPAIRS & MAINT-EQUIPMENT						10.50					214.00																		224.50	-	224.50	
7245	MAINTENANCE CONTRACTS						4,952.65																							4,952.65	-	4,952.65	
7310	TRAVEL - TRANSPORTATION	200.10					29.90					1,605.29												37,387.59	6,595.92					39,222.88	6,595.92	45,818.80	
7311	TRAVEL - MOTOR POOL	401.94					1,240.04					4,305.92																		5,947.90	-	5,947.90	
7312	TRAVEL - MEALS	30.89					471.79				904.94																			1,407.12	-	1,407.12	
7313	TRAVEL - LODGING	111.00					1,180.67				2,325.67																			3,617.34	-	3,617.34	
7329	PROFESSIONAL SERVICES	4,778.80					10,000.00		1,544.55			16,014.56			124.44														91,128.94	118,916.16	10,000.00	128,916.16	
7330	MEETINGS - SUPPLIES						150.00					13.08																		163.08	-	163.08	
7331	MEETINGS - MEALS						627.58					210.98																		838.56	-	838.56	
7332	MEETINGS - REGISTRATIONS																													-	-	-	
7341	RENTAL - BUILDINGS & LAND						149,850.00																							149,850.00	-	149,850.00	
7352	DISPATCH FEES						828.00																								828.00	-	828.00
7354	ADMINISTRATION FEES		5.95		3.95		3,940.44			792.36			1,651.02	80.15																5,601.36	872.51	6,473.87	
7361	BOOKS & SUBSCRIPTIONS						123.00				447.18																			570.18	-	570.18	
7410	ADVERTISING & LEGAL NOTICES						146.90											1,188.30												1,335.20	-	1,335.20	
7430	DUES & MEMBERSHIPS						1,733.00			624.00																				1,793.00	624.00	2,417.00	
7460	AUDITING						8,052.73																							8,052.73	-	8,052.73	
7470	INSURANCE & BONDS						2,172.20																							2,172.20	-	2,172.20	
7490	MAPPING SERVICES						264.60																							264.60	-	264.60	
7491	COMPUTER SERVICE FEES	3,000.00					14,899.98		700.02																					18,600.00	-	18,600.00	
7492	EQUIPMENT USAGE						9,627.48																							9,627.48	-	9,627.48	
7502	ELECTRONIC BENEFITS TRANSFERS		192,693.91		226,290.90	7,440.50	23,465.00				99,188.65	5,313.54	28,925.42	261.25			204,210.87	14,605.49	15,579.20			86,159.30			990.00	2,380,969.75	22,311.80	3,258,473.00	49,932.58	3,308,405.58			
7801	TRANSFER TO GENERAL FUND						6,308.07	2,508.64				103,520.56	2,652.39			24,382.71	185.23												136,719.98	2,837.62	139,557.60		
9012	RMS EXPENSE		86,165.68	32.85	29,412.37	(416.88)	(460,427.75)	27,881.50		(372.04)		300,212.98	724.78									16,779.84	6.67					24.62	(24.62)	0.00			
9044	FLEX FOR FAMILIES	972.59									2,042.12																			3,014.71	-	3,014.71	
	Totals	80,898.42	345,562.66	16,535.80	282,309.72	21,739.75	426,444.43	61,529.67	19,236.46	1,044.32	874,176.93	50,878.07	169,414.52	16,972.18	124,431.23	978.87	206,276.79	14,605.49	15,579.20	-	102,939.14	6.67	37,387.59	6,595.92	990.00	2,381,119.74	22,311.80	101,972.96	5,230,269.46	151,668.87	5,381,938.33		
	2020 YTD Actual	80,898.42	345,562.66	16,535.80	282,309.72	21,739.75	426,444.43	61,529.67	19,236.46	1,044.32	874,176.93	50,878.07	169,414.52	16,972.18	124,431.23	978.87	206,276.79	14,605.49	15,579.20	-	102,939.14	6.67	37,387.59	6,595.92	990.00	2,381,119.74	22,311.80	101,972.96	5,230,269.46	151,668.87	5,381,938.33		
	2020 Budget	137,513.00	261,022.00	23,698.00	226,357.00	45,555.00	626,152.00	78,801.00	43,761.00	1,063.00	932,780.00	78,484.00	179,278.00	25,000.00	111,402.00	1,242.00	229,046.00	15,550.00	15,000.00	1,000.00	120,000.00	9,708.00	45,000.00	14,000.00	-	2,328,000.00	21,000.00	87,269.00	5,657,681.00				
	% Used	58.83%	132.39%	69.78%	124.72%	47.72%	68.11%	78.08%	43.96%	98.24%	93.72%	64.83%	94.50%	67.89%	111.70%	78.81%	90.06%	93.93%	103.86%	0.00%	85.78%	0.07%	83.08%	47.11%		102.28%	106.25%	116.85%		95.33%			
	Budget Variance	56,614.58	(84,540.66)	7,162.20	(55,952.72)	23,815.25	199,707.57	17,271.33	24,524.54	18.68																							

DHS Expenses
Period Ending
12/31/2020

