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- 4 - consent 3, Ackn of CM Signature, LIHWAP program
- 4 - consent 4, Child Fatality Review MOU Gunnison_SOW FY 22-23
- 4 - consent 5, Contract Amendment 1, CDPHE, Increase
- 4 - consent 6, Letter of Support request, Town of CB Rec Path Bridge Project
- 4 - consent 7, Ack of CM Approval, Circle Grant App
- 4 - consent 8, Buell Foundation 2022 Grant App
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- 6b - Mining Lease for Sand Gravel and Aggregate, Taramarcaz
- 7 - Treasurers Reports
- 8c - March 2022 Cash Transfer Report
- 8d - Sales Tax - LMD Reports
- 9 - Continued Public Hearing - Stallard Street and Alley Vacation, Ohio City
- 10 - Continued, Stallard Lot Cluster
- 11 - Boundary Line Adjustment Plat
- 12 - Approval, App for GVLPF, 48-acre Marble property
- 13 - Executive Session_ Property in Gunnison Co
- 14a - BoHS, Agenda for April 19, 2022
- 14b - BoHS, Minutes_Feb 15, 2022
- 14c - BoHS, Financial Update
- 15a - BoH, Vital Records 2021 Data Review
- 15b - BoH COVID Update
- 15c - BoH, Programmatic Updates

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, April 19, 2022

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:30 am
- Call to Order; Agenda Review
 - Scheduling
 - Minutes Approval:
 1. February 15, 2022 Regular Meeting
 2. March 15, 2022 Regular Meeting
 - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Public Service Grant Agreement; City of Gunnison; for Upstream Prevention services; January 1, 2022 - December 31, 2022; \$15,000
 2. Jail Service Agreement Amendment; TW Vending Inc, dba Turn Key Corrections; Sheriff's Office; adding Fastcase access, providing a full law library to all detention center inmates; \$1 per inmate per month
 3. Acknowledgment of County Manager's Signature; Colorado Department of Human Services Grant; Low Income Household Water Assistance Program (LIHWAP); Providing assistance for water balances; October 1, 2021 - September 30, 2023; \$20,000
 4. Statement of Work; Colorado Department of Public Health & Environment; Health and Human Services; Annual Review of Gunnison County Child Fatality Prevention activities; 7/1/2022 - 6/30 2022; \$3,500
 5. Contract Amendment #1; Colorado Department of Public Health and Environment; Health and Human Services; July 1, 2021 - June 30, 2023; Increase of \$14,727
 6. Letter of Support Approval; Colorado River District Grant Application; for Town of Crested Butte's Rec Path Bridge River Access and Restoration Project
 7. Acknowledgment of County Manager's Approval; Circle Grant Application; Gunnison-Hinsdale Early Childhood Council; Elevate the Workforce Initiative; \$125,000
 8. Approval, Buell Foundation 2022 Grant Application; for Gunnison-Hinsdale Early Childhood Council; \$30,000
 - County Manager's Reports
 - 2022 Capital Lease Purchase Financing with Holman Capital
 - Deputy County Manager's Reports and Project Updates
 1. Temporary Road Use Agreement; Crested Butte/Mt Crested Butte Chamber; for Closure of Kebler Pass, Chainless World Championships; Friday, June 24, 2022, 3:00 pm - 6:00 pm
 2. Mining Lease for Sand Gravel and Aggregate; Alphonse Taramarcaz, Owner; 12-year lease; \$10, royalties of \$1 per ton/yard of material removed, and extraction and crushing of 200 tons of Class 6 road base for the Owner
- 8:55 am
- Treasurer's Report
 - Vouchers and Transfers:
 1. April 2022 Accounts Payable Report
 2. January 2022 Purchase Card Report
 3. March 2022 Cash Transfer Report
 4. Sales Tax - LMD Reports

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

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, April 19, 2022

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

- 9:00 am • Continued Public Hearing; Street and Alley Vacation Request in Ohio City; Jerry and Terry Smith-Stallard
- 9:15 am • Continued, Two Lot Clusters in Ohio City; Agreement and Declaration; Jerry Stallard and Terry Smith-Stallard; LUC-21-00056
- 9:20 am • Boundary Line Adjustment Plat; Lots 8 & 9; Whetstone Industrial Park; LUC-22-00006
- 9:25 am • Approval of Application for Gunnison Valley Land Preservation Fund (GVLPF); Gunnison Ranchland Conservation Legacy, 48-acre Marble property; For transaction costs associated with transferring land ownership to the Forest Service; \$10,690
- 9:30 am • Motorized Use of Vehicles on County Road #3 in the Marble, Colorado Area
- 9:40 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.
- 10:00 am • Executive Session, pursuant to C.R.S. § 24-6-402 (4)(e)(I): Determining Positions Relative to Matters That May Be Subject to Negotiations, Developing Strategy for Negotiations Related to Property Located in Gunnison County, Colorado, 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 related to property located in Gunnison County, Colorado
- Adjourn

BREAK

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

- 10:20 am • (See separate agenda)

GUNNISON COUNTY BOARD OF HEALTH:

- 10:50 am • Call to Order
- Finalize 2022 Board of Health Meeting Topics
- Vital Records 2021 Data Review
- COVID Update
- Programmatic Updates
- 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. (continued page 3)

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GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, April 19, 2022

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PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
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ZOOM MEETING DETAILS:

Join Zoom Meeting: <https://us02web.zoom.us/j/82753657556?pwd=MjNDbTZHTFNRVdDemZjdC91aVBlZz09>

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

+12532158782,,82753657556#,,,,*471302# US (Tacoma)

+13462487799,,82753657556#,,,,*471302# US (Houston)

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

April 19 – May 23, 2022

As of 4/15/2022

Board of County Commissioners

1. **BOCC Regular Meeting**

April 19, 2022, All Day @ BOCC Boardroom

[More Details](#)

2. **Commissioner Mason Out of Office**

April 19, 2022, All Day

[More Details](#)

3. **BOCC Work Session**

April 26, 2022, All Day @ BOCC Boardroom

[More Details](#)

4. **Commissioner Smith Out of Office**

April 26, 2022, All Day

[More Details](#)

5. **BOCC Regular Meeting**

May 3, 2022, All Day @ BOCC Boardroom

[More Details](#)

6. **Mayors & Managers Meeting - Hosted by Gunnison Valley Health**

May 5, 2022, 12:00 PM - 1:30 PM

[More Details](#)

7. **BOCC Work Session**

May 10, 2022, All Day @ BOCC Boardroom

[More Details](#)

8. **BOCC Regular Meeting**

May 17, 2022, All Day @ BOCC Boardroom

[More Details](#)

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**

April 19, 2022, All Day @ BOCC Boardroom

[More Details](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes Approval: February 15, 2022 Regular Meetin

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review - a draft of the 2/15/2022 BOCC regular meeting minutes

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/15/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 4/19/2022

February 15, 2022

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
February 15, 2022**

The February 15, 2022 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson [ABSENT]
Roland Mason, Vice-Chairperson / Acting Chair
Liz Smith, Commissioner

Matthew Birnie, County Manager
Melanie Bollig, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

CALL TO ORDER: Acting Chair Roland Mason called the meeting to order at 8:32 am. He noted that Chairperson Houck was out of town at a NACo (National Association of Counties) conference that day.

SPECIAL EVENT LIQUOR PERMIT 01-2022; CB MOUNTAIN EDUCATIONAL RADIO; 3/17/2022 AND 3/18/2022 FROM 3-11:30 PM: With no questions from the Board, Commissioner Smith **moved** to approve the Special Event Liquor Permit 01-2022 for CB Mountain Educational Radio. Commissioner Mason seconded. Motion carried.

ALCOHOL BEVERAGE LICENSE #05-07972-0000; GUNNISON GOLF CLUB INC DBA DOS RIOS GOLF & COUNTRY CLUB; EFFECTIVE 12/31/2021 - 12/31/2022: **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the Alcohol Beverage License #05-07972-0000 for Gunnison Golf Club Inc dba Dos Rios Gold & Country Club. Motion carried.

ADJOURN: Commissioner Roland Mason adjourned the Gunnison County Local Liquor Licensing Authority meeting at 8:34 am.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT:

CALL TO ORDER: Acting Chair Roland Mason called the meeting to order at 8:34 am.

CONSENT AGENDA: With no questions or concerns by the Board, it was **moved** by Commissioner Mason, seconded by Commissioner Smith, to approve the Consent Agenda as presented. Motion carried.

1. Ratification of County Manager's Signature; Memorandum of Agreement; Crystal River Chamber of Commerce; 1/01/2022 to 12/31/2022; \$45,390

ADJOURN: Acting Chair Roland Mason adjourned the Gunnison River Valley Local Marketing District meeting at 8:35 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Acting Chair Roland Mason called the Gunnison County Board of County Commissioners Regular Meeting to order at 8:35 am.

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

SCHEDULING: There were no changes needed to the schedule. Commissioner Smith, Commissioner Mason, and County Manager Matthew Birnie all noted the possibility that they might be gone for Gunnison or Crested Butte spring breaks.

MINUTES APPROVAL: With no questions or concerns by the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the minutes for November 16, 2021. Motion carried.

1. November 16, 2021 Regular Meeting

CONSENT AGENDA: Commissioner Mason noted the consent item no. 14 – a resolution – and stated that he understood it would be assigned a number automatically, once it was approved. County Manager Birnie affirmed this, and added that the resolution would be no. 2022-14. With no further questions or concerns by the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the Consent Agenda as presented. Motion carried.

1. Letter of Support to Recycling Resources Economic Opportunity (RREO) Program; Sustainable Crested Butte Grant Application
2. Memorandum of Agreement to Provide County Financial Assistance to the Gunnison Conservation District; 1/01/2022 to 12/31/2022; \$6,000
3. Contractor Agreement; Dr. Anna Meeuwssen; For Family Planning Program Services; 1/01/2022 to 12/31/2022; \$1,200
4. Contractor Agreement; Dr. John Tarr; For Medical Oversight of Immunization Clinics; 1/01/2022 to 12/31/2022; \$1,200
5. Intergovernmental Agreement; Hinsdale County; For Housing Hinsdale County Inmates; Upon final execution date through 12/31/2022; \$65 per offender per day
6. Acknowledgment of the County Manager's Signature; Memorandum of Understanding; Gunnison County, Gunnison Valley Hospital; For Substance Abuse Disorder in the County and to Work on Treatment and Recovery Options; Eff. 12/21/2021 – renewed at the beginning of each federal fiscal year 2022-2023 and 2023-2024; One Crisis Clinician - not to exceed \$50,000 per year, One Peer Support Specialist - not to exceed \$32,000 per year, GVH Staff becoming MAT certified - not to exceed \$15,000 for 2021-2022
7. Acknowledgment of the County Manager's Signature; Memorandum of Understanding; Gunnison County, Western Colorado University; For Support for Peer Health Educators to Serve on the Gunnison Consortium; Eff. 12/21/2021 – renewed at the beginning of each federal fiscal year 2022-2023 and 2023-2024; not to exceed \$15,000 per year
8. Acknowledgment of the County Manager's Signature; Memorandum of Understanding; Gunnison County, Gunnison Watershed School District, Gunnison Valley Health; For School-Based Clinical Mental Health Therapy; Eff. 12/21/2021 – renewed at beginning of each school year 2022-2023 and 2023-2024; not to exceed \$75,000 per year per therapist
9. Thank You Letter to Nation Forest Foundation; For partnering with Gunnison County to develop the Gunnison Stewardship Fund
10. Professional Services Agreement; McLaughlin Whitewater Design Group; For Preliminary Engineering, Structure #2 at the Whitewater Park; Effective the Date of Signing; Not to exceed \$55,441
11. Colorado Parks & Wildlife Impact Assistance Grant Application; Gunnison County Assessor's Office; For Payment in Lieu of Taxes; \$21,924.38
12. Ratification of Submission; Rocky Mountain Health Foundation's Simple Gift Grant Application; for Rural Veterans Health Scholarships through the Gunnison County Veterans Services Office (GCVSO); \$10,000
13. Department of Military and Veterans Affairs, 2022-2023 VAG Grant Application; For Enhancing Health System Care Intervention for Vets; \$30,000
14. Great Outdoors Colorado Fellowship Grant; Resolution of Support; Requirement for grant already awarded; to Gunnison County; \$150,000 to be item 2022-12
15. Solar Power Facility Site License Agreement; Pivot Energy Commercial Solar LLC; To Allow the Lease of the Roof Space on the Gunnison-Crested Butte Regional Airport Covered Parking for a Solar Array; Effective Upon Date of Signing; \$100 per year
16. Department of Healthcare Policy and Finance Grant Application; Health & Human Services; Provides funding for low income Seniors to receive dental care if they are not eligible for Medicaid; \$42,800
17. Department of Local Affairs (DOLA), Option Letter #2; Increase in Community Services Block Grant Award; \$16,719

COUNTY MANAGER'S REPORT AND PROJECT UPDATES: County Manager Matthew Birnie was present to give the Board his updates.

1. Projects are all making good progress. County Manager Birnie noted that he did not have lot to report; the projects were all moving along well. Currently, he noted he was working on the next South 14th Street housing project, working on both funding and details for getting the project on the ground.

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

1. Crack Sealing and Tree Trimming update. DCM Marlene Crosby stated that these projects were now being performed in their "down time" when there was presently no snow.
2. Sustainable CB Letter of Support. DCM Cosby reminded the Board that she had, earlier in the year, requested a letter of support for a Sustainable CB grant application; she then requested work session time – to go over some of the items which she believed the County and Sustainable CB could collaborate on, feeling it would be mutually beneficial to their recycling efforts.
3. Weed Commissioner request. Commissioner Smith explained that there was a very good chance she would soon be appointed to a State noxious weed advisory, and asked if DCM Crosby would be able to set up a meeting with the Gunnison Watershed Weed Commission, as she wished to be more in touch with what is going on in the weed commission. DCM Crosby asserted that this was a good time to get involved, as the local weed commission was currently doing some restructuring in order to be eligible for more grant funding. She affirmed that an introduction would be arranged.

CHANGE OF AGENDA: As the meeting was ahead of time, Acting Chair Mason elected to go to Commissioner Items until time for the public hearing at 9:00 am.

COMMISSIONER ITEMS:

Commissioner Mason

1. Gunnison Valley Regional Housing Authority (GVRHA) search for a new executive director. Commissioner Mason informed those present that the current Executive Director, Jennifer Kermode, would be retiring at the end of April 2022, and highlighted that they would be putting together a stakeholder meeting to address what all participants would like to see for the future of the GVRHA. He noted that much had changed since this housing authority was put together in 2015-16, and it was very important for their stakeholders to be able to contribute their input. Commissioner Mason further reported that, in the meantime, they would be getting a job opening together with current job requirements, in order to make sure there would be no interruption for those needing housing assistance. He added that Exec Director Jennifer Kermode had also been acting as a broker in her capacity at the housing authority, and they would not be able to do this any longer; instead, they would seek to work with local realtors to obtain a lower realtor fee for deed restriction clients.
2. Attended a Rural Transportation Authority (RTA) meeting. Commissioner Mason stated that RTA was working to obtain a grant for the Gunnison-Crested Butte Regional Airport, in order to entice American Airlines to fly from Dallas in the summer season. He noted that American Airlines did not seem to be interested for 2022, but the grant allows for three years to get this accomplished. He reported, however, that United Airlines will be staying through Summer 2022, with up to three flights daily from Denver, and added that latest counts have reported more people coming through the airport than ever in recent history, noting there might have been more in the 1990s.

PUBLIC HEARING; STREET AND ALLEY VACATION REQUEST IN OHIO CITY; JERRY STALLARD AND TERRY SMITH-STALLARD: Deputy County Manager Marlene Crosby was present in the room for discussion, along with Law of the Rockies Attorney Kendall Burgemeister, representing the applicants Jerry Stallard and Terry Smith-Stallard. Jerry and Terry Stallard were also present remotely, via Zoom.

1. Open of Public Hearing: Acting Chair Roland Mason opened the public hearing at 9:00 am.
2. Public Notice Confirmation: DCM Marlene Crosby confirmed that public notice had been advertised for two weeks in the Gunnison Country Times, and the proper mailings had been sent from their office.
3. Identify Ex Parte Communications: No ex parte communication was received by the Commissioners.

4. Staff Presentation: DCM Marlene Crosby began by explaining the vacation of Ohio City streets and alleys involved in the request, located at the intersection of Gold Creek Rd, known as Broadway, and CR 76. She stated that a survey and all necessary documents had been provided. However, DCM Crosby noted that there were two issues surrounding the vacation:
 - a. access – both adjacent owners, the Browns and the Dolezals, have an existing access or easement that would be eliminated. The Browns indicated that they are supportive of the street vacation. Also, another neighbor, Mr. Crowder, emailed DCM Crosby, to express concern over the domino effect that 30 feet might have to his 30+ acre parcel. DCM Crosby noted that a survey over 30 years ago had been started in hopes of cleaning up the right of way on Broadway; however, they were unable to get the past surveyors to agree on the same starting point for the survey. As a result, they were never able to resolve that issue.
 - b. the volume of public property that would be conveyed. DCM Crosby explained that a common street vacation would give a much smaller amount of easement when vacating a typical street and/or alley. This vacation would be giving approximately 8/10 of an acre, which she felt would be more of a policy decision for the Board.
5. Applicant Comments: Representative for the applicants, Atty Burgemeister, gave a background of a 2002 survey which showed the Stallard's property as configured essentially like it would be with the vacation and cluster process. Warranty deeds for his clients indicated that everyone there already thought that this area had been vacated and clustered already, with no evidence that these platted areas had been used by the public for 140 years – since the time they were originally platted. He stated that the Stallards were not changing the boundary line, and that there should be zero impacts. Atty Burgemeister also stated that he had reached out to Mr. Crowder with these facts and that Mr. Crowder had seemed content with this; he noted that it may be part of the reason why Mr. Crowder was not in attendance.

DCM Crosby suggested that, in areas where there are mining claims, the assessor's map may be off; however, she did agree with Atty Burgemeister that the 2022 survey was the most reliable they have to go by. Atty Burgemeister also added that a 1970s survey of the entire plat matched pretty closely to this.

Assistant County Manager for Community & Economic Development Cathie Pagano cautioned that the larger focus should be brought back to concerns over the amount of public land that would be given up to a private property owner, along with the County's right of easement for any future access needed there; they needed to consider the public benefit.

Atty Burgemeister then presented Road & Bridge Standards 2.9.2.A to the Board – cannot "leave any land adjoining said roadway without an established public road or private-access easement connecting said land with another established public road." He indicated on a map how he believed this standard was satisfied for the three neighbors – the Dolezals, Sportsman's Resort, and the Browns – asserting that the previous owners, the Dolezals, thought that the area they sold to the Stallards had already been vacated when they sold it. He also showed another map which illustrated how the Stallard vacation was consistent with the history of vacation of unused streets and alleys in Ohio City. Atty Burgemeister added that the Board needed to treat the Stallard's request for vacation fairly, in line with what had been done in the past.

County Attorney Matt Hoyt then asked to speak to the legal standards for the Board. He outlined that Road & Bridge Standards 2.9.2.A provided the wisdom of granting a vacation as a matter committed to the discretion of the Board and was not controlled by any one factor. He went on to say that the standard then enumerated fourteen factors for the Board to consider, pointing out that the Public Works presentation – specifically on pages 321-322 of the meeting portfolio – provided these fourteen factors, along with a Public Works staff assessment of how those factors apply in this case, for the Board's consideration. CA Hoyt reminded the Board that they were not bound by any prior decision or precedent, or anything that was done in the past or what they will do in the future; the Board has the ability to consider each of these on a case-by-case basis.

Atty Burgemeister stated that he was not arguing that there is legally binding precedence, but wanted to remind them that the Board was obligated to treat its constituents equally.

6. Board Questions: The Board then discussed the vacation issues for several minutes, questioning the public good for this vacation, as distinct from other requests for septic systems, or as an exception

where a trail was retained for public access. They also looked at the access to 1st Street, and questioned where vacating this would be for the public benefit, and asked Atty Burgemeister if the clients would be willing to take another look at this. Atty Burgemeister asked for clarification on what would be needed, and for consideration in relocating the right-of-way. He added that reconsidering this might preserve what the County wanted in maintaining access to the Dolezal property. Asst CM Pagano inserted that, otherwise, she saw this vacation as vastly improving the sellable property of the owners with little to no benefit to the public, in view of the amount of access land which the County would be giving away.

With advice from CA Hoyt, the Board considered the option to continue the hearing to review a revised application and policy considerations from the County's staff.

7. Applicant Response: Atty Burgemeister requested a continuation to review an amended application request. He agreed to April 19th as a date for the continued hearing.
8. Close Public Hearing: Acting Chair Roland Mason closed the public hearing at 10:16 am.

Commissioner Mason **moved** to continue the public hearing on the street and alley vacation request with Jerry and Terry Smith-Stallard until April 19th at 9:00 am. Commissioner Smith seconded. Motion carried.

TWO LOT CLUSTERS IN OHIO CITY; AGREEMENT AND DECLARATION; JERRY STALLARD AND TERRY SMITH-STALLARD; LUC-21-00056: Community Development Administrative Services Manager Beth Baker was present in the room for discussion. Services Manager Baker noted that the lot clusters will also need to be continued to the next public hearing. At this point, it was **moved** by Commissioner Mason, seconded by Commissioner Smith, to continue the lot clusters application in Ohio City to April 19th. Motion carried.

INTRODUCTION AND DISCUSSION; AN ORDINANCE FOR THE REGULATION OF TRAFFIC BY THE COUNTY OF GUNNISON, COLORADO; ADOPTING BY REFERENCE THE 2020 EDITION OF THE "MODEL TRAFFIC CODE"; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING PENALTIES FOR VIOLATION THEREOF: Assistant County Attorney Alex San Filippo-Rosser was present in the room for the reading and brief introduction to this ordinance.

Commissioner Mason began by explaining that this was the first reading of the ordinance, for the purpose of informing the Board. If the Board decided to move forward with the ordinance, it would then be published for public notice. Commissioner Mason also noted that this topic had been discussed at a prior work session, wherein the Board had talked about the parking fees necessary for deterring repeat offenses.

Asst CA Alex San Filippo-Rosser then read, in full, the proposed ordinance to the Board. [Refer to the proposed Ordinance text at the end of these minutes, under "GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES."] At the end of the reading, he pointed out that the 2020 model traffic code – the most up-to-date version available – was also available for the Board's review in the meeting portfolio. With no questions from the Board, they gave consent to publish the ordinance in full, online and in the paper.

BREAK: Acting Chair Mason called for a break from 10:29 am to 10:33 am.

CHANGE OF AGENDA: Commissioner Mason elected to go ahead with unscheduled citizens at this point before the Board of HS, as there was one person in the room waiting to comment.

UNSCHEDULED CITIZENS: There was one Unscheduled Citizen present in the room for comment.

1. Rebecca White, past educator, retired to Crested Butte – Ms. White wished to bring to the Board's attention the Gunnison County Library's collection for young adults. She felt that some of the books in the collection were objectionable and did not meet the criteria for not being pornography. In particular, she brought forward the book, Gender Queer by Maia Kobabe, and noted it was also available to the online school system through its online catalog. She gave the book to the Board to view, and stated that she had registered her objection to the book, and stated that she would like to see it in the adult section of the library, rather than on a shelf where children under the age of 18 have easy access. Ms. White explained that, so far, Library Director Drew Brookhart had not responded to her submitted form or phone

messages. She gave examples of the objections by pointing out page numbers and examples of her objections, pointing out that it was in a graphic novel format. She asked if the Board could contact Director Brookhart. County Manager Birnie then let Ms. White know that the library is a special district, and not under the governance of Gunnison County; the library director is governed by the Library Board of Trustees. Ms. White then stated that she would take this to the Library Board of Trustees.

RECESS: Acting Chair Mason recessed the Gunnison Board of County Commissioners Regular Meeting at 10:43 am, in order to hold the Gunnison-Hinsdale Board of Human Services Regular Meeting.

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING: This separate meeting was held from 10:43 am to 11:33 am. Please refer to separate meeting minutes on record for the Gunnison/Hinsdale Board of Human Services.

ADJOURN: Acting Chair Roland Mason adjourned the Board of Human Services meeting at 11:33 am.

RESUMED: Acting Chair Mason resumed the Gunnison County Board of County Commissioners Regular Meeting at 11:33 am.

GUNNISON BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

UNSCHEDULED CITIZENS: Acting Chair Mason elected to once again see if there were any Unscheduled Citizens in the room or online for comment. As there were none, he moved to the next item on the agenda.

COMMISSIONER UPDATES:

Commissioner Smith

1. Meeting with the City of Gunnison and the Community Foundation regarding the non-profit Welcoming America Rural Initiative. Commissioner Smith reported that they decided to focus on the City of Gunnison itself for the launch of this initiative, rather than entire valley. She added that they were looking at Welcoming Week in September 2022, which would coincide with the month-long celebration of Hispanic heritage and culture in the Gunnison Valley, and stated that they were setting goals with would include government access, community actions, economic development. Also checking to see about adding Spanish translations to area workshops offered online.
2. Will attend the Southwest Colorado Regional Opioid Council retreat next week. Commissioner Smith explained that this retreat would be where the council really starts to get into serious decision-making for crafting their two-year financial plan for the region. She noted that the council is hoping to be ahead in this plan, so that they might have an advantage when applying for extra funding set aside by the state.
3. Appointed to the State's Noxious Weed Commission. Commissioner Smith informed the Board of this appointment, adding that it would also fit in very well with work on the cheatgrass mitigation. She expressed excitement about being able to talk to landowners across the County see how that entry into the commission could best be utilized and represented.
4. County Strategic Planning process coming at the end of March. Commissioner Smith reminded those present that they were about to go into the strategic planning process, and highlighted a letter sent last fall from the City of Gunnison which requested an additional \$50,000 for the visitor center. She stated that she had spoken with Pam Williams, President of the Chamber and noted the increased needs for the visitor center. From this, she explained that she would really like to revisit this issue with TAPP and the Chamber through the strategic planning process. She believed that the Chamber could benefit from seeing the strategic planning process itself, which could then aid them in syncing goals more closely to Local Marketing District goals. Overall, Commissioner Smith wanted to ensure that they were adequately supporting the Gunnison end of the valley in terms of its business economy.

February 15, 2022

5. Continuing conversation with Western Colorado University (WCU) regarding their Phase I small-scale manufacturing goals. Commissioner Smith advised that WCU might appeal to the County at some point, because a large grant and match had not worked, and they were currently scaling back to re-approach.
6. Attending Club 20's Winter Policy Conference next Thursday and Friday, March 17th and 18th in Grand Junction. Commissioner Smith advised that she would be looking at the agenda and policy statements to see what is in line with the County's concerns.

Commissioner Mason (continued from earlier in the agenda)

3. Attending the second half of a workshop tomorrow in Marble. Commissioner Mason advised that he and DCM Crosby would be traveling that afternoon to Marble, as they wished to attend in person, due to limited internet service there. He further noted that this was the second part of a workshop they had been participating in, facilitated through WCU with graduate students; it would not be a public meeting, but would comprise of invited stakeholder representing several types of user groups – landowners, County, Forest Service, Town of Marble facilitators. Data gathered throughout the process would also be put next into a public listening session.

ADJOURN: Moved by Commissioner Smith, seconded by Commissioner Mason, to adjourn the Gunnison County Board of County Commissioners Regular Meeting. Motion carried. The meeting was adjourned at 11:47 am.

Jonathan Houck, Chairperson

Roland Mason, Vice-Chairperson

Liz Smith, Commissioner

Minutes Prepared By:

Melanie Bollig, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

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

RESOLUTION NO: 2022-12

A RESOLUTION SUPPORTING THE FELLOWSHIP PROGRAM WITH GREAT OUTDOORS COLORADO AND WESTERN COLORADO UNIVERSITY

February 15, 2022

WHEREAS, the Gunnison County Board of Commissioners supports the Great Outdoors Colorado Fellowship Program submitted on behalf of the Gunnison County Sustainable Tourism and Outdoor Recreation Committee and Western Colorado University. Gunnison County supports the completion of the project.

WHEREAS, Gunnison County has requested \$150,000 from Great Outdoors Colorado to support a 2-year Fellowship managed by Gunnison County and Western Colorado University staff.

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

1. The Gunnison County Board of Commissioners strongly supports the program with Great Outdoors Colorado.
2. The Gunnison County Board of Commissioners strongly supports the completion of the Fellowship.
3. The Gunnison County Board of Commissioners authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.
4. The Gunnison County Board of Commissioners recognizes that as the recipient of a Great Outdoors Colorado Local Government grant the project site(s) must provide reasonable public access.
5. If the grant is awarded, the Gunnison County Board of Commissioners hereby authorizes the designated Official to sign the grant agreement with Great Outdoors Colorado.

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

INTRODUCED by Commissioner Smith, seconded by Commissioner Mason, and adopted on this 15th day of February 2022.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – ABSENT, Mason – yes, Smith – yes.

[PROPOSED ORDINANCE, READ ALOUD]
**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO**

ORDINANCE NO. 18

TITLE: AN ORDINANCE FOR THE REGULATION OF TRAFFIC BY THE COUNTY OF GUNNISON, COLORADO; ADOPTING BY REFERENCE THE 2020 EDITION OF THE "MODEL TRAFFIC CODE"; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING PENALTIES FOR VIOLATION THEREOF.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF GUNNISON, COLORADO:

Section 1. Adoption.

Pursuant to part 4 of article 15 of title 30, C.R.S., there is hereby adopted by reference the 2020 edition of the "Model Traffic Code" promulgated and published as such by the Colorado Department of Transportation, Traffic Safety and Engineering Services, 2829 W. Howard Place, Denver, CO 80204. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulations for the County. The purpose of this Ordinance and the Code adopted herein is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the state and the nation. Three (3) copies of the Model Traffic Code adopted herein are now filed in the office of the Clerk of the County of Gunnison, Colorado, and may be inspected during regular business hours.

Section 2. Deletions.

The 2020 edition of the Model Traffic Code is adopted as if set out at length save and except the following articles and/or sections which are declared to be inapplicable to this county and are therefore expressly deleted: none.

Section 3. Additions or Modifications.

The said adopted Code is subject to the following additions or modifications:

A. Parking Violations. Pursuant to C.R.S. §§ 42-4-111(1)(a), (c), (v), and (w):

1. No Owner of a motor vehicle shall allow, or fail to prevent, the parking or standing of that motor vehicle on a public road or highway or in a public road or highway right-of-way which road, highway, or right-of-way is marked to indicate that parking is prohibited or restricted. The Owner of a motor vehicle is liable for any such violation, and it shall not be a defense that the Owner was not the person who placed the motor vehicle in the prohibited or restricted area.
2. For purposes of Section 3.A., "Owner" means a person, business, or corporation that holds legal title of a motor vehicle; or, if a motor vehicle is the subject of an agreement for the conditional sale or lease thereof with the right of purchase upon performance of the conditions stated in the agreement and with an immediate right of possession vested in the conditional vendee or lessee or if a mortgagor of a vehicle is entitled to possession, then such conditional vendee or lessee or mortgagor shall be deemed the owner for purposes herein.

Section 4. Penalties.

The following penalties, herewith set forth in full, shall apply to this Ordinance:

- A. It is unlawful for any person to violate any of the provisions adopted in this Ordinance. The penalty assessment procedure provided by C.R.S. § 16-2-201 may be followed by an arresting officer for any such violation of this Ordinance.
- B. Every person convicted of a violation of any provision adopted by this Ordinance commits a traffic infraction pursuant to C.R.S. § 30-15-402(1).
- C. Every person convicted of a violation of any provision adopted in this Ordinance shall be punished by a surcharge in accordance with C.R.S. § 42-4-1701(4)(e)(II).
- D. Pursuant to C.R.S. § 30-15-402, the county hereby adopts the schedule of fines, penalties, and surcharges set forth in C.R.S. § 42-4-1701 as those fines and penalties correspond to the sections of the Model Traffic Code adopted by this Ordinance for all cases wherein the alleged violator acknowledges guilt or liability, is found guilty by a court of competent jurisdiction, or has judgment entered against him/her. If the penalty for violation of a provision is not otherwise provided in C.R.S. § 42-4-1701 or this Ordinance, the penalty for class A and class B traffic infractions shall be fifteen dollars (\$15.00), and the surcharge shall be ten dollars (\$10.00).
- E. Parking violations pursuant to Section 3.A. shall constitute a traffic infraction punishable in accordance with C.R.S. § 30-15-402(1) by a fine of not more than one thousand dollars (\$1,000) for each violation. The penalty assessment procedure of C.R.S. § 16-2-201 may be followed by law enforcement officers for violations of this Section, in which case the penalty assessment shall be fifty dollars (\$50.00) for the first violation, one hundred fifty dollars (\$150.00) for the second violation, and three hundred dollars (\$300.00) for each subsequent violation. Each day the motor vehicle remains in violation of this subsection shall constitute a separate and distinct offense for which a separate penalty shall be imposed. Additionally, motor vehicles found to be parked in violation of Section 3.A. shall be subject to vehicle impoundment under C.R.S. § 42-4-1801 et seq., "Vehicles Abandoned on Public Property" of the Model Traffic Code for Colorado. Any vehicles parked in violation of Section 3.A. that are found standing on any portion of a highway right-of-way in such manner as to constitute an obstruction to traffic, proper highway maintenance, or snowplowing may be immediately moved to eliminate any such obstruction pursuant to C.R.S. § 42-4-1803(2).
- F. Unless otherwise provided by law, all fines and penalties, and surcharges thereon, for violations of this Ordinance shall be paid into the treasury of Gunnison County.
- G. In addition to the fines, penalties and surcharges otherwise prescribed in this Ordinance, any person convicted of a violation of this Ordinance shall be subject to the statutory surcharges for: the Victims and Witnesses Assistance and Law Enforcement Fund established in the Seventh Judicial District pursuant to C.R.S. § 24-4.2-103; the Colorado Traumatic Brain Injury Trust Fund established pursuant to C.R.S. § 26-1-309; and the Offender Identification Fund established pursuant to C.R.S. § 24-33.5-415.6. These surcharges shall be paid to the clerk of the court by

each person convicted of violating this Ordinance. The clerk shall transmit the monies to the respective funds in accordance with C.R.S. § 30-15-402(2).

Section 5. Application.

This Ordinance shall apply to every street, alley, sidewalk area, driveway, park, and to every other public way or public place or public parking area, either within or outside the corporate limits of this County, the use of which this County has jurisdiction and authority to regulate.

Section 6. Validity.

If any part or parts of this Ordinance are for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of County Commissioners hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts be declared invalid.

Section 7. Repeal.

Existing Ordinance No. 8 and Ordinance No. 9 covering the same matters as embraced in this Ordinance are hereby repealed, and all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 8. Interpretation.

This Ordinance shall be so interpreted and construed as to effectuate its general purpose to conform with the State's uniform system for the regulation of vehicles and traffic. Article and section headings of the Ordinance and adopted Model Traffic Code shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or extent of the provisions of any article or section thereof.

Section 9. Certification.

The County Clerk shall certify to the passage of this Ordinance and make not less than three copies of the adopted Code available for inspection by the public during regular business hours.

PASSED BY THE BOARD OF COUNTY COMMISSIONERS AFTER A PUBLIC HEARING AND SIGNED THIS _____ DAY OF _____.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes Approval: March 15, 2022 Regular Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review, a draft of the 3/15/2022 BOCC regular meeting minutes

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/13/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 4/19/2022

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
March 15, 2022**

The March 15, 2022 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Roland Mason, Vice-Chairperson
Liz Smith, Commissioner [ABSENT]

Matthew Birnie, County Manager
Melanie Bollig, 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 8:30 am.

ALCOHOL BEVERAGE LICENSE #13-37843-000; N D ENTERPRISES LLC DBA CRESTED BUTTE COUNTRY CLUB; EFFECTIVE 1/14/2022 - 1/14/2023

ALCOHOL BEVERAGE LICENSE #03-04246; CRESTED BUTTE LLC DBA PARADISE RESTAURANT; EFFECTIVE 2/04/2022 - 2/04/2023

TAVERN LICENSE; ALCOHOL BEVERAGE LICENSE #03-15949; THE WOODEN SPOON DBA THE WOODEN SPOON; EFFECTIVE 3/07/2022 - 3/07/2023

Moved by Chairperson Houck, seconded by Commissioner Mason, to approve the Alcohol Beverage License #13-37843-000 for N D Enterprises LLC dba Crested Butte Country Club, to approve the Alcohol Beverage License #03-04246 for Crested Butte LLC dba Paradise Restaurant, and to approve the Tavern License, Alcohol Beverage License #03-15949 for The Wooden Spoon dba The Wooden Spoon, as presented that morning. Motion carried.

ADJOURN: Chairperson Houck adjourned the Gunnison County Local Liquor Licensing Authority meeting at 8:31 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the Gunnison County Board of County Commissioners Regular Meeting to order at 8:31 am. He noted for the record that Commissioner Smith was absent and wished her a good Spring Break.

AGENDA REVIEW: There were no changes needed to the schedule. Commission Mason noted that he would probably be out for the April 19th meeting, due to Spring Break in Crested Butte. He added that he would confirm later whether or not he would be able to join the meeting remotely. Chairperson Houck directed that this could added to the scheduling, once confirmed.

SCHEDULING: There were no changes needed to the schedule.

MINUTES APPROVAL: **Moved** by Commissioner Mason, seconded by Commissioner Houck, to approve the January 4, 2022 Regular Meeting minutes. Motion carried.

1. January 4, 2022 Regular Meeting

CONSENT AGENDA: Chairperson Houck noted that he would get the final letter of support for the Blue Ditch Project to the BOCC clerk at the end of the meeting so that it could go out that same day. With no further questions or comments, it was **moved** by Commissioner Mason, seconded by Chairperson Houck, to approve the Consent Agenda, as presented that morning. Motion carried.

1. Commercial Lease Agreement; Gunnison Valley Regional Housing Authority; for Office Space; 1/01/2022 to 12/31/2022; \$1,108 monthly
2. Intergovernmental Agreement to Disburse Health Resources & Services Administration (HRSA) Grant Monies; Board of County Commissioners of San Miguel County; To Increase COVID-19 Vaccine Access; 1/01/2022 - 7/30/2022; \$72,000
3. Letter of Support; Blue Ditch Project Grant Application; Cimarron Valley and River Watershed Coalition; to Colorado River Water Conservation District, Community Funding Partnership Program
4. Professional Services Agreement; WellSteps, LLC; Assist the County with its Employee Wellness Program; 3/16/2022 - 3/15/2023; not to exceed \$1,882
5. Public Service Grant Agreement; City of Gunnison; Gunnison County Health & Human Services, on behalf of Early Childhood Council and Multicultural Services; for Early Childhood Systems and Outreach to the Latinx Community; 1/1/2022 – 12/31/2022; \$25,000

6. Public Record Request Policy Revision; Section I.12 Guidelines for Handling Requests for Public (Open) Records; Hourly Staff Fee change to \$33.58
7. Acknowledgement of Deputy County Manager's Signature; Rental Agreement; Power Screening; for Rental Grinder to Shred Landfill Large Tires; Eff Date 3/01/2022; \$13,000 + transportation costs

COUNTY MANAGER'S REPORT AND PROJECT UPDATES: County Manager Matthew Birnie was present for discussion and questions from the Board.

1. Preparing for the Strategic Planning process at the end of March. CM Birnie stated that they were getting the financials and updates compiled in preparation.
2. Working on grant funding for the South 14th Street Housing Project. CM Birnie reported that they currently had a grant in process for efficiency measures on the project, and were working on other financing options, as well.
3. Gunnison-Crested Butte Airport received two new jet bridges. CM Birnie highlighted that these would replace two older bridges which had come to Gunnison over 35 years ago from Denver's Stapleton Airport, and they were old at that time. He added that the passengers were noting and commenting on the difference. He also reported that escalators were in Long Beach, CA; it was an ongoing challenge getting them to Gunnison. Likewise, some of the glass had come in, and almost none of the aluminum frames were available because of the Ukraine conflict interrupting the aluminum supply chain.
4. Library Project progressing well. CM Birnie let the Board know that the Library was proceeding well, with drywell being started a week ago.
5. Chairperson Houck asked if there were monies now available for infrastructure funding on the Counties upcoming building projects. CM Birnie cautioned that it was too early to tell on much of it, and what was available was not a sure thing yet, as the State was talking about taking some of ARPA funds to balance it for the spending plan; he suggested that it would be best not to rely on these funds until they are actually in the bank account.

DEPUTY COUNTY MANAGER'S REPORT AND PROJECT UPDATES: Deputy County Manager Marlene Crosby was present for discussion and questions from the Board, along with Public Works Operation Manager Sparky Casebolt, and Utilities Manager Robyn Zimmerman.

1. **Resolution; Authorizing Temporary Weight Restriction for a Portion of County Road 734 Also Known as Slate River Road.** DCM Crosby explained that Spring thaw makes the road soft and susceptible to damage from heavy loads, so they were wanting to close the road temporarily in April. She also noted that the closures had been advertised in both area newspapers.
With no questions from the Board, it was **moved** by Commissioner Mason, seconded by Chairperson Houck, to approve Resolution 2022-14, A Resolution Authorizing Temporary Weight Restriction for a Portion of County Road 734 Also Known as Slate River Road. Motion carried.
2. **Resolution; Authorizing Temporary Seasonal Closure and Weight Restriction for a Portion of County Road 38 Also Known as Gold Basin Road.** DCM Crosby remarked that Gold Basin Road is the only road south of Highway 50 which does not have a sage-grouse closure, so it forces traffic to that road. She was asking for a weight limit and closure, noting that they will notify the HOA and send a mailing to all the property owners down that road on this next weekend.
With no questions from the Board, it was **moved** by Commissioner Mason, seconded by Chairperson Houck, to approve Resolution 2022-15, A Resolution Authorizing Temporary Seasonal Closure and Weight Restriction for a Portion of County Road 38 Also Known as Gold Basin Road. Motion carried.
3. **Letter of Support to Colorado River Water Conservation District; on behalf of Somerset Water District's Matching Fund Application.** DCM Crosby explained that she had communicated with Amy at the River Water Conservation District, and she had verified that this letter absolutely met their needs. Commissioners Houck and Mason both expressed their support of Somerset in this application. Commissioner Mason **moved** to approve and sign the letter of support to Colorado River Water Conservation District, on behalf of the Somerset Water District's Matching Fund Application. Chairperson Houck seconded, and the motion carried.
4. **Temporary Road Use Agreement; Gunnison Nordic Club, Inc; for 2nd Annual Cottonwood Classic Bike Ride fundraiser; Use of CR #209 from 7am to 2pm, 5/26/2022.** DCM Crosby informed the Board that it was time for the second annual Cottonwood Classic, and explained that this agreement asked for a temporary use of County Road #209 from 7:00 am to 2:00 pm on Thursday, May 26th – right before the road would be opening. The Gunnison Nordic Club was asking for the agreement to be signed a little early because they hoped to have more time to get the word out on this now-annual event. There had been some question of also needing auto insurance for a support wagon, but when CA Hoyt learned there was no vehicle being used at all for the event, he affirmed that the need for vehicle insurance then was moot.
Moved by Commissioner Mason, seconded by Chairperson Houck to approve the Temporary Road Use Agreement with Gunnison Nordic Club, Inc, for their 2nd Annual Cottonwood Classic Bike Ride fundraiser, which will be held from 7am to 2pm on May 26th, 2022. Motion carried.
5. Impact of economy on Public Works operations. DCM Crosby wanted to give a "heads up" to the Board concerning the effects of rising fuel costs. She outlined that last Tuesday they had received a bid for magnesium chloride and by that Friday, they had been notified that there would also be a

fuel surcharge on every load. She added that she would try to cap this surcharge; however, it would definitely cut into the amount of magnesium chloride they would be able to have delivered this year, since this is a budgeted, finite dollar amount. DCM Crosby then reported that the price of the vehicle they had on order through the State would be going up 18%, as there were no guarantees past April 2022, and the truck would not be delivered until July 2022; she added that she had looked into any cheaper alternative and had not found one.

EMPLOYEE RECOGNITION; DEPUTY EMERGENCY MANAGEMENT MANAGER, LISA CLAY: Emergency Management Manager Scott Morrill was present to recognize Deputy Emergency Management Manager Lisa Clay. He explained to the Board that the Arapahoe County Sheriff's Office – where Lisa had worked prior to coming to Gunnison County – had presented here with a Meritorious Service Medal. EM Manager Morrill then read highlights of a proclamation that listed Lisa's contributions during several events: a cyberattack, seven local wildlife fires, a blizzard, Denver's riots and civil unrest, and the 2020 elections. Other notable achievements included development of GIS tools which incorporated global, national, state and local data use in policy recommendations, and the State of Colorado's 2020 Rookie of the Year.

Chairperson Houck expressed the Board's congratulations on Lisa's impressive awards and noted the variety of responses needed, thanking her as well for her contributions to Gunnison County. He further noted that the amount of training which Gunnison County Emergency Management was currently doing with other municipalities and districts would greatly add to their nimbleness in response time, and contributed, as well, to the community's trust.

RESOLUTION; ADJUSTING GROUND RENT FOR USE OF PREMISES AT THE GOLD BASIN INDUSTRIAL PARK: Chief Financial Officer Juan Guerra and Senior Accountant Agnes Kroneraff were present for any questions from the Board.

CFO Guerra reported that this adjustment is a yearly event and is based on the region's Consumer Price Index (CPI). Commissioner Mason noted that the increase from 2020 to 2021 was a 3.54% increase.

With no further comments or questions by the Board, it was **moved** by Commissioner Mason, seconded by Chairperson Houck, to approve Resolution 2022-16, A Resolution Adjusting Ground Rent for Use of the Premises at the Gold Basin Industrial Park. Motion carried.

UPDATE OF COUNTY FINANCIAL POLICY 1.2.1.3, AND PURCHASING POLICY 1.2.10: Chief Financial Officer Juan Guerra and Senior Accountant Agnes Kroneraff were present for any questions from the Board.

CFO Guerra began explaining that the policy reviews and consequent updates were in preparation for the next audit. He went over all changes with the Board, highlighting some of the changes as: a) a public health fund was added back; b) a fund committed to emergency purposes was identified separately from the general fund; c) wording which would not be useful for large auto funding was removed; and d) statements were changed/clarified to adhere to financial policy updates.

County Attorney Matt Hoyt added that this was legally sufficient, and they had notified all County officials, department heads, and elected officials of the policy changes. Chairperson Houck remarked that the changes were a "shoring up" of best practices, and that the Board appreciated receiving a red-line version so they could see what had been in place, next to the proposed changes being made.

With no questions, it was **moved** by Commissioner Mason, seconded by Chairperson Houck, to approve the update of County Financial Policy 1.2.1.3 and Purchasing Policy 1.2.10. Motion carried.

OVERVIEW; 2022 BUDGET-IN-BRIEF: Chief Financial Officer Juan Guerra and Senior Accountant Agnes Kroneraff were present for any questions from the Board.

CFO Guerra explained that this 2022 Budget-in-Brief was a part of the Finance Department's continuous efforts to improve their reports – for transparency and accountability to the public. He then noted that this report had been put together by Senior Accountant Agnes Kroneraff, and he asked her to give an overview of the report. Sr Accountant Kroneraff then outlined for the Board how she had pulled out the most important data and summarized it in a way that would make it easier for the public to understand.

Both commissioners remarked on the excellent use of graphs – the ease in making comparisons with them, and that it was good to also compare with the State. CFO Guerra added that they hoped to do this every year, as an annual report to the public. Chairperson Houck mentioned that he appreciated the links for more information, should it be desired by those reading it online. Commissioners Mason and Houck both expressed their appreciation for this new format which would greatly aid in explaining the County's monies and resources to the public.

QUARTERLY FISCAL TRANSPARENCY REPORT; AS OF 12/31/2021: Chief Financial Officer Juan Guerra and Senior Accountant Agnes Kroneraff were present to review the transparency report with the Board.

CFO Guerra stated that he had asked Sr Accountant Kroneraff to assist in making the transparency reports which he had created last year, become even easier for the public to look at and understand. Sr Accountant Kroneraff briefly went over the latest transparency report with the Board, explaining the updated charts and graphs which compared the budget and funds with year-to-year changes. CFO Guerra added that they were planning to make even more improvements; he noted that the next edition would also incorporate parts of Health and Human Services. The Board thanked them both for the updates, again noting the ease in reading the charts and graphs, and the improved accessibility for the public.

BREAK: Chairperson Houck recessed the meeting from 9:36 am to 9:43 am for a short break.

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

COMMISSIONER ITEMS:

Commissioner Mason

1. Update on the Gunnison Valley Regional Housing Authority (GVRHA). Commissioner Mason reported that the Housing Authority was starting their recruitment process for a new executive director; they were currently narrowing down to one recruitment firm for help in the process. The Housing Authority had also convened a half-day stakeholders exercise, in order to gain ideas on what could be done to improve the GVRHA, as well as to update the Executive Director job description. He added that their MOU was also being updated for the funding source.
As a further topic, Commissioner Mason let the Board know that, over the last year, the GVRHA had provided – through state and federal grants – over \$200,000 for rental assistance in the valley. He requested that the Board address rents in the valley, as the cost of living was going up, and people were having an even harder time covering their rents.
2. Mt Crested Butte fired their town manager. Commissioner Mason updated the Board with this news and stated that they had not yet identified an interim town manager yet.
3. Could not attend the Health Coalition Assessment report. Commissioner Mason requested that the Board be able to have a work session update for this, as he did not get a chance to hear the report.
4. Hillary Seminick has been hired as Mt Crested Butte’s housing specialist. Commissioner Mason let the Board know that she had been hired to help in their planning department.
5. Erin Ganser has been hired as Crested Butte’s housing specialist. Commissioner Mason informed the Board that he had been hired to help with the housing projects that Crested Butte was currently in process with.
6. Record amount of people coming through the Gunnison-Crested Butte Regional Airport. Commissioner Mason let the Board know that, even with the construction, the enplanements were at a record level. He reported that there had not been too many complaints, and staff were assisting at all times to help people navigate through the construction.
7. Attended the Mayors & Managers meeting. From the Mayors & Managers meeting, Commissioner Mason reported that he learned Vail Resorts’ EpicPromise Foundation had contributed \$800,000 to Gunnison County organizations in FY 2020-2021.

Commissioner Houck

1. Legislative news. Chairperson Houck reported that he had testified on House Bill 1117, and the bill had made it out of the Senate finance committee and passed on the floor at its first reading. He noted other legislation to watch, highlighting one bill which allowed authority to stay with the local county governments, regarding which roads would remain unplowed throughout the winter months.
2. On Colorado Counties Inc. (CCI) calls Thursday and Friday of last week. Chairperson Houck noted that many of the County priority bills were doing well; he added the second round would be more telling as to what bills were good for counties, and what ones were challenges, guided by the tenets of “no unfunded mandates,” and “maintaining local control.”
3. Gunnison Sage-grouse. Chairperson Houck informed those present that he would be doing a loop through satellite communities in the next few weeks, in an effort to get the County Coalition for the Gunnison Sage-grouse back together. Consisting of ten Colorado counties and one Utah county, he noted that they had not been able to meet since before the pandemic and he wished to maintain that connection. He highlighted that one area of the coalition’s focus would be to collaborate with the Gunnison Basin Sage-grouse Strategic Committee in bringing local non-profits together to help create habitat enhancements.
4. Dedicated much time last week to Western Colorado University’s search committee, for hiring its next president. Chairperson Houck reminded those present that he had been asked to sit on the committee, and he reported that they had narrowed the search down to three finalists – two out-of-state from other universities, and one local – who was currently the Chief Operating Officer. He reported that Western’s Board of Trustees would now meet March 24th to decide the president, stating that he believed Western had great candidates and it would be interesting to see who their final choice will be.
5. Reminder of upcoming meetings. Chairperson Houck gave a reminder that Club 20, Colorado Counties Inc (CCI), and Counties & Commissioners Acting Together (CCAT) would all have meetings coming in late March; the Gunnison County Strategic Planning meetings would also be held at the end of March.

ADJOURN: Moved by Chairperson Houck, seconded by Commissioner Mason, to adjourn the Gunnison County Board of County Commissioners Regular Meeting. Motion carried. The meeting was adjourned at 10:01 am.

Jonathan Houck, Chairperson

Roland Mason, Vice-Chairperson

Liz Smith, Commissioner

Minutes Prepared By:

Melanie Bollig, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 2022-14**

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

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

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

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

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

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

WHEREAS, to prevent further resource damage and deterioration of that portion of County Road 734, a temporary weight restriction has been recommended for the season beginning March 21, 2022 through May 15, 2022 or sooner if conditions allow; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that a certain portion of County Road 734 located from the intersection of CR 734 and CR 317 (Gothic Road) to the end of winter maintenance at the CR 734 trailhead is subject to the road weight restriction of a fifteen (15) ton load limit per vehicle for that portion of County Road 734 for the season beginning March 21, 2022 through May 15, 2022, or sooner if conditions allow.

INTRODUCED by Commissioner Mason, seconded by Commissioner Houck, and adopted this 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes, Mason – yes, Smith – [ABSENT]

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 2022-15**

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

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

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

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

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

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

WHEREAS, to prevent further resource damage and deterioration of that portion of County Road 38, temporary closure to the public has been recommended for the season beginning March 21, 2022 through May 15, 2022 or sooner if conditions allow; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that certain portion of County Road 38 located beyond the end of the asphalt beginning at the parking area known as "Bambi Parking Area" south to the Saguache County line shall be and hereby is temporarily closed to the public for the season beginning March 21, 2022 through May 15, 2022 or sooner if conditions allow with an exception for adjacent property owner(s) and occupant(s) of adjacent lands who are exempt from the closure of that portion of County Road 38. HOWEVER, those adjacent property owner(s) and occupant(s) of adjacent lands shall be subject to the road weight restriction of a ten (10) ton load limit per vehicle for that portion of County Road 38.

INTRODUCED by Commissioner Mason, seconded by Commissioner Houck, and adopted this 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes, Mason – yes, Smith – [ABSENT]

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO: 2022-16**

A RESOLUTION ADJUSTING GROUND RENT FOR USE OF PREMISES AT THE
GOLD BASIN INDUSTRIAL PARK

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado owns and operates the Gold Basin Industrial Park located in the County of Gunnison, State of Colorado and as legally described as 38.79 acres in NE4NW4. Section 11 49N1W #499861 and portions of 21.28 acres in SE4SW4. Section 2 49N1W #499861; and

WHEREAS, Section 6 of the Gunnison County Gold Basin Industrial Park Special Area Regulations requires all lessees of Leasehold Areas to enter into a lease with Gunnison County; and

WHEREAS, the Board of County Commissioners wants to adjust the ground rental rate where such an adjustment is not precluded by a current written lease; and

WHEREAS, the Board of County Commissioners is taking this action in order to better fund the operation and maintenance of the Gold Basin Industrial Park; and

WHEREAS, the Denver-Aurora-Lakewood Consumer Price Index for All Urban Consumers, as published by the United State Department of Labor Bureau of Labor Statistics, for 2021 was 281.845, a 3.54% increase from 2020.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that effective on April 1, 2022:

1. The ground rental rate shall be in the amount of \$3,320 per annum per acre of premises occupied.
2. Premises occupied will be rounded to the nearest thousandth of an acre (x.xxx acres).

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

INTRODUCED by Commissioner Mason, seconded by Commissioner Houck, and adopted this 15th day of March 2022.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes, Mason – yes, Smith – [ABSENT]

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Service Grant Agreement; City of Gunnison;

Action Requested: Motion

Parties to the Agreement: Gunnison County-City of Gunnison

Term Begins:

Term Ends:

Grant Contract #:

Summary:

grant application

Fiscal Impact:

Submitted by: Kari Commerford

Submitter's Email Address: kcommerford@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 3/30/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 4/7/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/8/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 4/19/2022

PUBLIC SERVICE GRANT AGREEMENT

This Memorandum of Agreement ("MOA") made effective this 21 day of March, 2022, is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and GUNNISON COUNTY, a governmental entity in the State of Colorado, hereinafter called "COUNTY".

RECITALS

WHEREAS, COUNTY applied for and was awarded a Public Service Grant which is designed to support programs or services which meet the needs and desires of the residents and businesses within the City limits; and

WHEREAS, CITY believes it to be in the interest of the citizens of the City of Gunnison for CITY to contract for COUNTY to perform certain services to the community; and

WHEREAS, CITY has budgeted certain funds for said services to be provided in the agreed time period; and

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on January 1, 2022 and shall terminate on December 31, 2022, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

- (a) CITY hereby agrees to provide the funds previously appropriated and budgeted to COUNTY in the amount of Fifteen Thousand Dollars and No Cents (\$15,000.00), within thirty (30) days of execution of this agreement to be used for Upstream Prevention to accomplish the following objectives:

1) Provide one 8 weeks summer program. Funds are needed for the driving portion of this class. The driving portion will allow for mentoring driving opportunities, hands on experience, experience getting pulled over and what to do in an accident. This program will serve up to 20 Gunnison youth in the first year. Each youth will spend 10 hours of driving with the instructor. This will also give youth who are lacking parents who have a driver's license or whose family does not have a vehicle an opportunity to drive with an adult who can provide mentorship. GCSAPP is paying for the classroom time, RE1-J is providing a vehicle and we are requesting the city to contribute \$8,000 to increase community safety and decrease impaired driving.

2) Youth Wellness is a grassroots, youth driven initiative that first started in the fall of 2019 when the CB Town council asked GCSAPP to collaborate

in offering a focus group centered around the topic of youth nicotine use through vaping to get a better understanding of how the town and community could support youth health. During that focus group, youth reported that their peers were using nicotine to as a tool to cope with overwhelming amounts of stress, and spoke of how they lacked needed mental health support.

3) Follow up focus groups specific to mental health were organized where high schoolers identified the following barriers to accessing services: affordability, confidentiality, and a service that is youth specific. The Youth Subgroup of the Health Coalition of the Gunnison Valley made youth mental health a priority and Youth Wellness was formed.

With the goal of improving the mental health of our youth, we hope that you, as trusted adults, will continue to support this effort. Stress, anxiety, addiction, relationships, family conflicts, COVID-19, emotional abuse, depression, suicide, and school are just some of the topics that youth are experiencing and utilizing the program to address. We want all youth to feel comfortable seeking help and professional discussion/advice and have timely access to confidential care. We will be able to serve 20 youth for 4 sessions each.

- (b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to COUNTY pursuant to paragraph 10 of this Agreement.
- (c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2021 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) COUNTY agrees acknowledge the financial support of the City of Gunnison in advertising and promotional literature. Copies of such advertising and literature must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.
- (b) COUNTY agrees to provide the CITY with a synopsis of the program's accomplishments during the term of this agreement no later than October 31, 2022, which includes the program's actual revenues and expenditures. The synopsis must also include COUNTY's assessment of progress toward the stated objectives. Such written synopsis must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.
- (c) COUNTY agrees to demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups.

- (d) COUNTY agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison).

4. GOVERNMENT IMMUNITY.

The parties agree and understand that both parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees. COUNTY agrees that it shall be solely responsible for liabilities arising from the acts or omissions of COUNTY officers and employees in connection with the provision of services under this Agreement.

5. INSURANCE.

COUNTY is a public entity within the meaning of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended. COUNTY shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act and for occurrences for which protection under the Colorado Governmental Immunity Act does not apply. Within thirty (30) days of the execution of this Agreement, COUNTY will provide insurance certificates to CITY, listing CITY as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to CITY.

- (a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by COUNTY during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand Dollars and No Cents (\$387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand Dollars and No Cents (\$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 Dollars and No Cents (\$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 Dollars and No Cents (\$1,093,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

- (a) In carrying out its obligations and activities under this Agreement, COUNTY is acting as an independent contractor and not as an agent, partner, joint venture or employee of CITY. COUNTY does not have any authority to bind CITY in any manner whatsoever.
- (b) COUNTY acknowledges and agrees that COUNTY is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from

CITY. Further, COUNTY is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. DELEGATION AND ASSIGNMENT.

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

8. ILLEGAL ALIEN CERTIFICATION.

The Following Certifications are made by COUNTY pursuant to C.R.S. 8-17.5-101, et seq.:

- (a) COUNTY shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to COUNTY that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;
- (b) COUNTY has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;
- (c) COUNTY certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;
- (d) If COUNTY obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, COUNTY shall be required to: (1) notify the subcontractor and the CITY within three days that COUNTY has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subsection (1), the subcontractor does not stop employing or contracting with the illegal alien; except that COUNTY shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;
- (e) COUNTY shall comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).
- (f) If COUNTY violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, COUNTY shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. NOTICES.

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

CITY: Finance Director
City of Gunnison
PO Box 239
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8162
Email: bcowan@gunnisonco.gov

COUNTY: GUNNISON COUNTY
Kari Commerford
200 East Virginia Ave.
Gunnison, CO 81230
Email: kcommerford@gunnisoncounty.org

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

10. TERMINATION.

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

11. MISCELLANEOUS.

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

12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys' fees and expert witness fees.

13. GOVERNING LAW.

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

14. ENTIRE AGREEMENT.

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

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

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

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

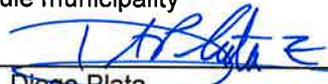
ATTEST:



Erica Boucher
City Clerk

CITY OF GUNNISON, a Colorado
home-rule municipality

By: _____


Diego Plata
Mayor

GUNNISON COUNTY

By: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Jail Service Agreement Amendment; TW Vending Inc,

Action Requested: County Manager Signature

Parties to the Agreement: Turn Key Corrections and Gunnison County Sheriff's Office

Term Begins: Upon signature

Term Ends:

Grant Contract #:

Summary:

The addendum to the Turn Key Corrections contract will add Fast Case to the existing Kiosks in all the pods at the jail. This will provide a full law library to all inmates which is required to be provided.

Fiscal Impact: \$240.00 per year + or - \$40.00

Submitted by: Adam Murdie

Submitter's Email Address: amurdie@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 4/4/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. ASFR 4/7/22

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 4/7/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/8/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 4/19/2022

Gunnison County, Colorado
JAIL SERVICE AGREEMENT
AMENDMENT

THIS AMENDMENT (“Amendment”) is attached to a made part of that certain Jail Services Agreement, by and between Gunnison County, in the State of Colorado (“Facility”), and T.W. Vending Inc., d/b/a TurnKey Corrections (“Provider”), dated March 9, 2020. (“Agreement”).

WHEREAS, Provider has entered into an agreement with Fastcase, Inc., a legal research tool (“Fastcase”); and

WHEREAS, Facility desires to provide a legal research tool to its inmates; and

WHEREAS, Facility agrees to allow Provider to make Fastcase available to its inmates upon the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agreement is amended as follows:

1. Fastcase. Provider will provide access to Fastcase law library access via the kiosks and other access points existing at the Facility. Facility will not need to enter into a separate contract with Fastcase to have access to its systems, **provided, however**, that Facility agrees that Fastcase is fully responsible for its site and its function and reliability. Provider is not responsible for Fastcase site issues or for content provided by Fastcase. Provider customer support will be able to direct Facility to the customer support at Fastcase as any issues with the Fastcase system arise. Provider will monitor the relationship between the Facility and Fastcase and agrees to help resolve conflicts.
2. Inappropriate Use. Provider is not responsible for any inappropriate inmate web access as a result of access to Fastcase. Improper access should be reported by Facility to Provider support immediately, in which instance Provider and Fastcase shall disable the Fastcase content from the Facility, and Fastcase shall conduct an investigation. Provider shall be kept apprised of the investigation by Fastcase.
3. Term. The term of this Addendum shall mirror the Term as set forth in the Agreement. Service from Fastcase may not be cancelled outside of the terms and condition of the Agreement. Facility may choose to keep and maintain Fastcase for its inmates after termination of the Agreement, but such continued service from Fastcase is the responsibility of the Facility to arrange.
4. Pricing and Payment. Provider will charge Facility \$1 per inmate per month for access to Fastcase (“Charge”). The Charge is based on the monthly average daily population (“ADP”) of the Facility. ADP shall be calculated at the end of each month, and Provider shall invoice the site monthly for Fastcase services, with the Fastcase charge appearing as a line item on the existing Provider billing. All payment obligations of the Facility to Provider under the Agreement remain in full force and effect. Delinquent payment by Facility on any invoice from Provider could result in the interruption of inmate access to Fastcase, among other things.

5. No Other Changes. Unless specifically modified herein, all of the terms and conditions of the Agreement remain in full force and effect.

Acknowledged and agreed:

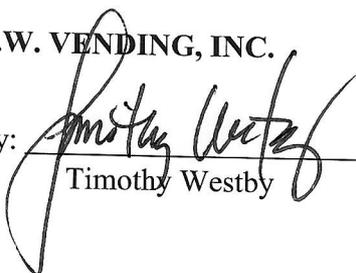
Gunnison COUNTY

By: _____

(Print Name)

T.W. VENDING, INC.

By:



Timothy Westby

3-28-22

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's Signature; Colo

Action Requested: County Manager Signature

Parties to the Agreement: Colorado Department of Human Services

Term Begins:

Term Ends:

Grant Contract #:

Summary:

LEAP is able to provide assistance for water balances.

Fiscal Impact: 20000

Submitted by: Elizabeth Holena

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

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 4/11/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 4/7/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/13/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 4/19/2022



Clarification on LIHWAP Vendor Agreement

1 message

Kullen - CDHS, Theresa <theresa.kullen@state.co.us>

Mon, Nov 8, 2021 at 11:45 AM

To: lsandoval@ci.alamosa.co.us, jamie@eastalamosaws.org, "Kitzmann, Kathleen" <KKitzman@auroragov.org>, srebek@acwwa.com, ppratt@acwwa.com, Peter Gibbons <Peter.Gibbons@longmontcolorado.gov>, "Miller, Haley" <Haley.Miller@denverwater.org>, cbroderick@townofdovecreek.com, steve@montezumawater.org, rdalton@pueblowater.org, Brenda Frazzini <bfrazzini@pwmd-co.us>, patrick.farrell@scmwd-pueblo.org, gperez@utewater.org, manager@cliftonwaterdistrict.org, debbieo@gjcity.org, gmuellet@townofpalisade.org, jvargas@pwsd.org, hyoung@fcgov.com, tdunton@townofignacio.com, Cheryl.Steinberg@thorntonco.gov, Dafne.Fernandez-Perez@thorntonco.gov, tweitzman@fedheights.org, hsackett@cityofwestminster.us, rshamburg@sacwsd.org, dstaub@northglenn.org, bsherman@brightonco.gov, ar@northpecoswater.org, sclarke@nwsd.com, jweller@bennett.co.us, ameis@bennett.co.us, timl@bancroftclover.com, janwalker@bearcreekwater.org, kspicola@pueblowater.org, ramaestas@canoncity.org, dddunaway@canoncity.org, waterbilling@canoncity.org, mywaterbill@crgov.com, lmeade@highlandsranch.org, chughes@cherokeemetro.org, valley@ccvwater.net, breyes@broomfield.org, jschoenbacher@evanscolorado.gov, sseslar@evanscolorado.gov, tom.seaba@lajuntacolorado.org, aliza.libby@lajuntacolorado.org, aholland@rockyford-co.gov, swallace@rockyford-co.gov, jbregard@csu.org, customersolutionssupport@eweb.org, v.waterdist_kathy@comcast.net, jkeefe@arvada.org, Tyler.Christoff@cityofaspen.com, Steve.Hunter@cityofaspen.com, lhills@cityofblackhawk.org, dforbes@sterlingcolo.com, ardalanc@bouldercolorado.gov, jarrod.biggs@durangogov.org, jwalker@englewoodco.gov, mbounds@huerfano.us, vglicher@huerfano.us, nbustos@huerfano.us, sheila.hudson@state.co.us, cyoung@huerfano.us, dschwindt@brushcolo.com, kindra.ormsbee@cityoffortmorgan.com, abeierle@cityofgolden.net, utility.billing@greeleygov.com, Catrina.Asher@lafayetteco.gov, avoss@louisvilleco.gov, Nancy.Salazar@cityofloveland.org, egewuerz@cityofmontrose.org, customerservice@northglenn.org, sburkett@steamboatsprings.net, kim.nicholson@thorntonco.gov, shelly.moltrr@trinidad.co.gov, dtooker@cliftonwaterdistrict.org, carol.dollard@colostate.edu, ellen@mulhernmre.com, manager@crestviewwater.com, ejones@erwsd.org, info@eccv.org, melissa.colucco@cityofloveland.org, dlighthart@evergreenmetro.org, sean.t.bogren.civ@mail.mil, Billing@fclwd.com, gkropkowski@greenmountainwater.org, customerservice@kcwater.org, dreynolds@lakehurstwater.org, vsantos@lefthandwater.org, adiekhoff@ltd.org, mgarrett@olatheco.us, lance@montezumawater.org, falfone@mwwater.com, bernief@nwcwd.org, cyndi@pawsd.org, alquinn@plattecanon.org, jdeherrera@pwmd-co.us, barbara@roxwater.org, r.heald@securitywsd.com, bjefferson@sacwsd.org, jwebb@southgatedistricts.org, dirish@southgatedistricts.org, info@swmetrowater.org, betsy@svmd.org, rjerath@cmwc.net, kmedina@cmwc.net, taniar@townofbreckenridge.com, lswoboda@estes.org, ehilbig@johnstowntnco.gov, zachm@silverthorne.org, kathleen@tricitywater.org, customerservice@erwsd.org, kelly@wwsdonline.com, CSnyder@townoflimon.com, MBarraza@edgewaterco.com, kathie.dudas@denverwater.org, michelle.garfield@denverwater.org, alix.joseph@denverwater.org, rbyerhof@cityofwestminster.us, jasonm@brothersredevelopment.org, VTaylor@cityofdacono.com, kstroh@cityofdacono.com, blancaco@gojade.org, manager@alamedadistrict.org, bonvuewater@comcast.net, calane@plattecanon.org, creek@ccvwater.net, cnoon@crsofcolorado.com, tflynn@cccfirm.com, dmaples@edgewaterco.com, jbertrand@glendale.co.us, vincas@lakewood.org, kmccasky@cmwc.net, manager@greenmountainwater.org, aj@publicalliancellc.com, tanderson@kcwater.org, manager@lakehurstwater.org, office@meadowbrookwaterdistrict.com, manager@northpecoswater.org, mdemattee@nwsd.com, jjones@sacwsd.org, amoreno@sacwsd.org, barry@wrwdistrict.com, office@willowbrookwater.org, rmitchell@willowwater.org, blocker@bmmetro.com, adownie@fruita.org, lacityclerk81054@gmail.com, ssheffield@tomgov.org, colocitymanager@ghvalley.net, customerservice@fountainutilities.org, customerservice@greenmountainwater.org, lub@lamarlp.com, delnorte1860@outlook.com, Maria Hopps - CDHS <maria.hopps@state.co.us>, Vannesa Pena - CDHS <vannesa.pena@state.co.us>

Dear Potential Water Vendor,

I have heard many concerns from many potential water vendors that agreeing to leave an account connected for 90 days is unreasonable and does not meet your needs once receiving our commitment for payment. This is official notification that the agreement will require a vendor to provide continued service for 30 days/your regular disconnection policies and will no longer require a 90 commitment on your part, (Please retain this email with your vendor agreement.)

In addition, we have many eligibility technicians across the state that are calling water vendors to get past due amounts and I want to thank you for working with us. PLEASE REMEMBER THAT YOU DO NOT HAVE A COMMIT FROM US TO PAY THAT AMOUNT UNTIL WE HAVE THE WATER VENDOR AGREEMENT FROM YOU ON FILE AT THE STATE LIHWAP OFFICE.

Please do not respond to this email and if you have any questions please email cdhs_lihwap_program@state.co.us

If you have already submitted your water vendor agreement you do not need to do anything else. Again, thank you very much for participating with us in the program and helping to keep the safety and well being of our Colorado households intact. Theresa

--
Theresa Kullen
LEAP and LIHWAP Manager

Cell Phone 720.788.8050
1575 Sherman Street, Denver CO 80203
theresa.kullen@state.co.us | www.colorado.gov/cdhs/leap

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ADMINISTRATION FOR
CHILDREN & FAMILIES

330 C Street, S.W., Washington, DC 20201 | www.acf.hhs.gov

SUPPLEMENTAL TERMS and CONDITIONS

The **General Terms and Conditions** apply to all mandatory grant programs. These Supplemental Terms and Conditions are additional requirements applicable to the program named below.

By acceptance of awards for this program, the grantee agrees to comply with the requirements included in both the General and Supplemental Terms and Conditions for this program.

Office of Community Services (OCS)

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

Assistance Listing No. 93.568(B) (with modifications based on P.L. 116-260)

APPLICABLE LEGISLATION, STATUTE, REGULATIONS

1. The administration of this program is authorized under Section 533 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260. Consistent with legislative instructions, program requirements use existing processes, procedures, and policies currently in place to provide assistance to low-income households. In particular, OCS has closely modeled the Low Income Household Water Assistance Program's (LIHWAP) terms and conditions on assurances and requirements outlined in the Low Income Household Energy Assistance Act, 42 U.S.C. 8621 *et seq.*
2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is located under [45 CFR Part 75](#). In accordance with 45 CFR 75.101 applicability, this program must comply with 45 CFR Part 75 in its entirety. No exceptions have been identified.
3. Additional applicable regulations and requirements can be found in the [General Terms and Conditions for Mandatory: Formula, Block and Entitlement Grants](#).

COST SHARING OR MATCHING (NON-FEDERAL SHARE) OF PROGRAM FUNDING

4. The federal financial participation rate (FFP) is 100 percent for this program. The federal award provides funds for 100 percent of allowable, legitimate program costs.
5. There is no non-federal cost share/matching required for this program. Program funds for this program are awarded with a 100 percent FFP rate for program costs.

FINANCIAL REPORTING AND REQUIREMENTS

6. The OMB approved Financial Reporting form for this program is the SF-425 Federal Financial Report [SF-425 Federal Financial Report](#). Grantees must track and report on LIHWAP funds separately from appropriated LIHEAP funds.

- a. This report is submitted annually and must be submitted no later than December 30, which is 90 days following the end of each federal fiscal year (FFY).
 - b. A first interim report is due 90 days following the end of FFY 2021.
 - c. A second interim report interim report is due 90 days following the end of FFY 2022.
 - d. A final report (cumulative, covering the entire project period) is due 3 months following the end of FFY 2023.
7. **Project Period.** The project period for this award is synonymous with the obligation period, as follows: from the date of the award through the end of FFY 2023 (September 30, 2023). Any federal funds not obligated by the end of the obligation period will be recouped by this Department.
8. **Liquidation Deadline.** All obligated federal funds awarded under this grant must be liquidated no later than 3 months after the end of the project period (i.e., December 31, 2023). Any funds from this award not liquidated by this date will be recouped by this Department.
9. The following are the grant/fiscal requirements based on modifications of existing LIHEAP policies and requirements:
- a. The grantees may use up to 15 percent of grant funds for planning and administering the funds under this award. The grantee will pay from non-federal sources the remaining costs of planning and administering the program under this award and will not use federal funds for such remaining cost. Administrative costs of the owners or operators of public water systems or treatment works that may be charged to this award, if any, are subject to this limitation and must be included together with the grantee's costs of planning and administration when calculating compliance.
 - b. The grantee will ensure that fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursement of and accounting for federal funds paid to the state under this award, including procedures for monitoring the assistance provided under this award, and provide that the grantee will comply with the provisions of chapter 75 of title 31, United States Code (commonly known as the "[Single Audit Act](#)").
 - c. The grantee may expend funds for immediate expenses necessary for planning and administering the use of funds upon receipt of the award. However, prior to the expenditure of grant funds for any payments to owners or operators of public water systems or treatment works on behalf of low-income households, the grantee must submit an implementation plan for OCS review and acceptance in a format provided by OCS that will (a) include the eligibility requirements to be used by the state for each type of assistance to be provided under this grant, (2) describe the benefit levels to be used by the state, territory, or tribe for LIHWAP assistance, (3) describe any steps that will be taken to target assistance to households with high home water burdens, and (4) provide a plan of administration including a plan of oversight and monitoring of any subrecipient organizations comparable to the processes and procedures for comparable grant programs. Not later than May 30, 2021, OCS will make available a Model State and Tribal Implementation Plan format to be used in developing and submitting the implementation plan for review.

PROGRAM REPORTING AND REQUIREMENTS

10. Grantees must track and report on LIHWAP program activities under this award separately from LIHEAP. The grantee must report annually on the following data elements, using an OMB-approved reporting format to be provided by OCS:
- a. the amount, cost, and type of water assistance provided for households eligible for assistance under this award;
 - b. the type of water assistance used by various income groups;

- c. the number and income levels of households assisted by this award;
 - d. the number of households that received such assistance and include one or more individuals who are 60 years or older, include a household member with a disability, or include young children (ages 5 and younger);
 - e. the impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff); and
 - f. administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs and lessons learned.
11. The following are the program requirements, consistent with instructions in [P.L. 116-260, Section 533](#) and consistent with existing program requirements for Low-Income Home Energy Assistance Program (LIHEAP) and other closely related programs:
- a. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the coronavirus, with the public health focus of ensuring that low-income households have access to safe and clean drinking water and wastewater services.
 - b. Funds will be used to provide assistance to low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services. Assistance to households will be accomplished by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. Grantees may use LIHWAP funding to cover arrearages arising at any time, including prior to this award.
 - c. Grantees shall, in carrying out programs funded with this grant, as appropriate and to the extent practicable, use existing processes, procedures, policies, and systems in place to provide assistance to low-income households, including by using existing programs and program announcements, application and approval processes.
 - i. Grant resources may be used to make payments only with respect to households in which one or more individuals are receiving the following:
 1. assistance under the State program funded under part A of title IV of the Social Security Act;
 2. supplemental security income payments under title XVI of the Social Security Act;
 3. food stamps under the Food Stamp Act of 1977;
 4. payments under section 415, 521, 541, or 542 of title 38, United States Code, or under section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or
 5. payments under the Low Income Home Energy Assistance Program (LIHEAP);
or
 - ii. households with incomes that do not exceed the greater of the following:
 1. an amount equal to 150 percent of the poverty level for such state; or
 2. an amount equal to 60 percent of the state median income;
 3. except that a state, territory, or tribe may not exclude a household from eligibility in a fiscal year solely on the basis of household income if such income is less than 110 percent of the poverty level for the state; but, the state, territory, or tribe may give priority to those households with the highest home water costs or needs in relation to household income.
 - d. The grantee will establish criteria and procedures for determining income eligibility comparable to established procedures and requirements for LIHEAP. The grantee will conduct outreach activities designed to ensure that eligible households, especially those with the lowest incomes,

that pay a high proportion of household income for drinking water and wastewater services, are made aware of the assistance available under this title and any similar assistance available under the Community Services Block Grant program or through other emergency relief such as the [Pandemic Emergency Assistance Fund](#) and the U.S. Department of Treasury's [Emergency Rental Assistance Program](#).

- e. The grantee will coordinate its activities under this title with similar and related programs administered by the Federal Government and such state, territory, or tribe, particularly low-income utility support programs such as LIHEAP, the Community Services Block Grant (CSBG), Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF), the Social Service Block Grant, and the [Emergency Rental Assistance Program](#).
- f. The grantee will provide, in a timely manner, that the highest level of assistance will be furnished to those households that have the lowest incomes and the highest water costs or needs in relation to income, taking into account family size, except that the state, territory, or tribe may not differentiate in implementing this section between the households described in condition 11(c)(i) and 11(c)(ii) (above).
- g. The grantee will establish policies, procedures, and benefit levels on behalf of households that prioritize continuity of water services, including prevention of disconnection and restoration water services to households for which water services were previously disconnected.
- h. The grantee will provide funds to owners or operators of public water systems or treatment works ("owners or operators") to reduce arrearages of and rates charged to eligible households for such services. For all payments to owners or operators on behalf of individual households, the grantee must establish procedures to:
 - i. notify, or require the owner or operator to notify, each participating household of the amount of assistance paid on its behalf;
 - ii. ensure that the owner or operator will charge the eligible household, in the normal billing process, the difference between the actual amount due and the amount of the payment made by the LIHWAP grant;
 - iii. ensure that any agreement the grantee enters into with an owner or operator under this paragraph will contain provisions to ensure that no household receiving assistance under this grant will be treated adversely because of such assistance under applicable provisions of state, territorial or tribal law or public regulatory requirements;
 - iv. ensure that the provision of payments to the owner or operator remains at the option of the grantee, in consultation with local subgrantees; and
 - v. ensure that the owner or operator provides written reconciliation and confirmation on a regular basis that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable.
- i. The amount of any home water assistance benefits provided under this program for the benefit of an eligible household shall not be considered income or resources of such household (or any member thereof) for any purpose under any State, Territorial, or Tribal law, including any law relating to taxation, public assistance, or welfare programs.
- j. The grantee will not exclude income-eligible households (described above in condition 11(c)(ii)) from receiving home water assistance benefits.
- k. The grantee will establish procedures to treat owners and renters equitably under the program assistance provided with these grant resources.

- l. The grantee will provide for timely and meaningful public participation in the development of a state, territory or tribe's LIHWAP implementation plan, such as publication and acceptance of comments via the grantee's website.
- m. The grantee will provide an opportunity for a fair administrative hearing to individuals whose claims for assistance under a LIHWAP plan are denied or are not acted upon with reasonable promptness. Administrative hearing opportunities will be comparable to and may utilize existing processes, procedures, and systems currently in place for the state, territory, or tribe's Low Income Home Energy Assistance grant.
- n. The grantee will be responsible for planning and prioritizing funds for households in communities throughout the state with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds. If the governing organization of any eligible tribal government or organization located within the state declines or is not able to successfully apply for available LIHWAP funds, the state grantee will then be responsible for including eligible households within the tribe's jurisdiction in its outreach and service coverage.
- o. LIHWAP grant funds may not be used by the grantee, or by any other person with which the grantee makes arrangements to carry out the purposes of this grant, for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility.
- p. The grantee will permit and cooperate with federal investigations undertaken in accordance with the following procedures:
 - i. OCS shall, after adequate notice and an opportunity for a hearing conducted within the affected state, territory, or tribe, withhold funds from any grantee that does not utilize its allotment substantially in accordance with the terms and conditions.
 - ii. OCS shall review and respond in writing in no more than 60 days to matters raised in complaints of a substantial or serious nature that a grantee (or any person with which the grantee makes arrangements to carry out the purposes of the grant) has failed to use funds in accordance with these terms and conditions. Any violation of any one of the terms and conditions that constitutes a disregard of such assurance shall be considered a serious complaint.
 - iii. If OCS determines that there is a pattern of complaints from any state, territory, or tribe during the grant period, OCS shall conduct an investigation of the use of funds received under this award by the grantee in order to ensure compliance with terms and conditions.
 - iv. The HHS Office of the Inspector General (OIG) may conduct an investigation of the use of funds received under this title by a state, territory, or tribe in order to ensure compliance with the provisions of this title.
 - v. In the event of an investigation conducted by OCS, OIG, or another federal entity designated by OCS, the grantee shall make appropriate books, documents, papers, and records available to the Secretary or the Comptroller General of the United States, or any of their duly authorized representatives, for examination, copying, or mechanical reproduction on or off the premises of the appropriate entity upon a reasonable request thereof.
 - vi. In conducting any investigation under the procedures described above, OCS will not request any information not readily available to such state, territory, or tribe, or require that any information be compiled, collected, or transmitted in any new form not already available.

REAL PROPERTY REPORTING

12. Real Property Reports (SF-429s). The SF-429 Real Property forms are not applicable to this program. Purchase, construction, and major renovation are not an allowable activity or expenditure under this grant.

EFFECTIVE PERIOD

13. These program-specific Supplemental Terms and Conditions are effective on the date shown at the bottom of the pages of this document and will remain in effect until updated. They will be updated and reissued only as needed whenever a new program-specific statute, regulation, or other requirement is enacted or whenever any of the applicable existing federal statutes, regulations, policies, procedures, or restrictions are amended, revised, altered, or repealed.

Signature of Governor’s Authorized Official

Name of State/Territory: _____

LIHWAP State/Territory Lead Agency: _____

I certify that the LIHWAP State/Territory Lead Agency has reviewed and will abide by the conditions outlined above.



Governor's Authorized Official

APPROVED WATER VENDOR INFORMATION

1. Enter the complete vendor/business name: Gunnison County

2. Enter the company FEIN (Federal Identification Number): 846000770

3. Enter the business mailing address (including zip code): 200 E. Virginia Ave,
Gunnison, CO 81230

4. Enter the names direct phone numbers and email addresses of at least two contacts for your business:
elizabeth.holena@state.co.us

Name: Elizabeth Holena Email: elizabeth.holena@state.co.us Phone: 970-642-4665

Name: Blair Burgess Email: bburgess@gunnisoncounty.org Phone: 970-641-3244

5. Indicate which water services you provide:

- Drinking Water Waste Water

Please place a check by the Colorado counties you serve:

(01) Adams	___	(17) Dolores	___	(33) Lake	___	(49) Pitkin	___
(02) Alamosa	___	(18) Douglas	___	(34) La Plata	___	(50) Prowers	___
(03) Arapahoe	___	(19) Eagle	___	(35) Larimer	___	(51) Pueblo	___
(04) Archuleta	___	(20) Elbert	___	(36) Las Animas	___	(52) Rio Blanco	___
(05) Baca	___	(21) El Paso	___	(37) Lincoln	___	(53) Rio Grande	___
(06) Bent	___	(22) Fremont	___	(38) Logan	___	(54) Routt	___
(07) Boulder	___	(23) Garfield	___	(39) Mesa	___	(55) Saguache	___
(08) Chaffee	___	(24) Gilpin	___	(40) Mineral	___	(56) San Juan	___
(09) Cheyenne	___	(25) Grand	___	(41) Moffat	___	(57) San Miguel	___
(10) Clear Creek	___	(26) Gunnison	<input checked="" type="checkbox"/>	(42) Montezuma	___	(58) Sedgwick	___
(11) Conejos	___	(27) Hinsdale	___	(43) Montrose	___	(59) Summit	___
(12) Costilla	___	(28) Huerfano	___	(44) Morgan	___	(60) Teller	___
(13) Crowley	___	(29) Jackson	___	(45) Otero	___	(61) Washington	___
(14) Custer	___	(30) Jefferson	___	(46) Ouray	___	(62) Weld	___
(15) Delta	___	(31) Kiowa	___	(47) Park	___	(63) Yuma	___
(16) Denver	___	(32) Kit Carson	___	(48) Phillips	___	(80) Broomfield	___

LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP) WATER VENDOR AGREEMENT

Agreement made by and between the State of Colorado, Department of Human Services (hereinafter referred to as the State) and

Gunnison County

(hereinafter referred to as the Vendor)

Persons signing for the Vendor hereby swear and affirm that they are authorized to act on the Vendor's behalf and acknowledge that the State is relying on their representations to that effect. By the signature below, the Vendor acknowledges that it has read, understands, and agrees to this Agreement.

Matthew Birnie, County Manager
Vendor Representative Name

[Signature]
Vendor Signature

4-13-2022
Date

WHEREAS, the Consolidated Appropriations Act, 2021 (P.L. No. 116-260) and the American Rescue Plan Act of 2021 (P.L. No. 117-2) provide for household drinking water and wastewater assistance to eligible households; and

WHEREAS, the purpose of Colorado's Low-Income Household Water Assistance Program (LIHWAP) is to help low-income Coloradans meet their drinking water and wastewater costs; and

WHEREAS, the parties hereto desire to establish an arrangement to carry out the provisions of this Act and to assure that funds available under this Act are used in accordance therewith,

NOW, therefore it is hereby mutually agreed:

- A. Offer/Acceptance. This LIHWAP Water Vendor Agreement ("Agreement") is between the State and the Vendor. This Agreement is effective upon the Vendor's signature and performance shall start on or after October 1, 2021 and terminates no later than September 30, 2026.
- B. Purpose. This Agreement shall govern the purchase of water services from the Vendor on behalf of households eligible for the LIHWAP. As set by Term Eleven in the supplemental terms and conditions (see Exhibit A), Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the coronavirus, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, and rate reduction to eligible households for such services. This Agreement is a contract between the State and the Vendor for the provision of water bill payments to assist low-income households with water and wastewater reconnection and ongoing services.
- C. The parties acknowledge that this Agreement and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations in accordance with the Low Income Household Water Assistance Program supplemental terms and conditions, Exhibit A.

- D. The Vendor agrees to abide by the following provisions:
1. The Vendor shall not treat a household receiving assistance under the program adversely because of such assistance.
 2. The Vendor attests that it is a publicly-owned entity managed by a local or state government or through a public-private partnership.
 3. The Vendor shall not discriminate, either in the cost of the goods supplied or the services provided, against the household on whose behalf payments are made.
 4. The Vendor shall notify the State at least 30 days prior to any change in business ownership, name, address, Vendor contact information and banking information.
 5. The Vendor shall provide drinking water and/or waste water billing, consumption, and arrearages data for each eligible household upon the State's request. The Vendor shall establish a dedicated point of contact to respond to requests for such data.
 6. Upon receipt of LIHWAP assistance benefits from the State on behalf of an eligible household, the Vendor shall credit the eligible household's account promptly and no later than ten (10) business days after a payment is received and maintain service for at least 90 days after notification of the LIHWAP benefit payment. If service has been disconnected, the Vendor shall restore service within 48 hours of notification of the LIHWAP benefit payment.
 7. The Vendor shall allow all LIHWAP credit balances to remain on the eligible household's account until the LIHWAP benefit has been exhausted. If the eligible household no longer uses the originally approved Vendor shall forward the credit to the eligible household. If the eligible household cannot be located, the Vendor shall return the credit to the State.
 8. The Vendor shall return any payments that cannot be credited to an account within ten (10) business days to the State.
 9. Upon notification by the State or its designee(s) or discovery by the Vendor of incorrect payments or overpayments, the Vendor shall reimburse those payments to the State within ten (10) business days.
 10. The Vendor shall accompany all payments returned to the State with the Vendor name, the household's name, the household account number, the amount returned on behalf of the household and the date and reason for return by the Vendor. Checks returned to the State shall be made out to "Colorado Department of Human Services."
 11. The Vendor shall charge the eligible household, in the Vendor's normal billing process, the difference between the actual amount due and the amount of the payment made by the LIHWAP grant.
 12. The Vendor shall maintain confidentiality of information provided by the State and its designee(s), about a household's benefit in accordance with applicable Federal and State Laws.
 13. The Vendor shall never request personal health information (PHI) from the State. Should the Vendor

obtain PHI from the State or its designees, it shall immediately report receipt of such information to the State and shall immediately return or destroy the PHI. It shall certify in writing to the State that such PHI has been destroyed. If the Vendor believes that returning or destroying the PHI is not feasible, the Vendor shall promptly provide the State with notice of the conditions making return or destruction infeasible. The Vendor shall continue to extend the protections of Sections D(10) and E(5) of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

14. If the Vendor has sent the LIHWAP credit balance funds to the household, and a recovery is necessary, the State will recover from the household, not the Vendor.
15. The Vendor shall report any financial fraud or abuse or misconduct in the administration of LIHWAP to the State. The Vendor shall cooperate with all State investigations of suspected fraud or abuse or misconduct. The Vendor may be prosecuted under applicable Federal and State laws for false claims, statements or documents or concealment of material fact.
16. All other requirements of Federal and State laws and regulations shall be adhered to.
17. The Vendor shall establish such fiscal control and fund accounting procedures as may be necessary to assure the proper use and accounting of funds under this Agreement. All records maintained by the Vendor relating to this Agreement shall be available on reasonable notice for inspection, audit or other examination and copying, by State representatives or their delegates. Such records shall show the amount of drinking water and waste water delivered to each eligible household, the amount of payments made for drinking water and waste water by such eligible households, the dollar value of credit received on behalf of each eligible household, the balance of available benefits and water costs, and all documents and calculations in establishing the estimated drinking and waste water costs and arrears. All records shall be maintained for a period of three (3) years following the termination of this Agreement. The State, or its designee, reserves the right to monitor the implementation of this Agreement by the Vendor.
18. The Vendor shall provide regular written reconciliation to the State verifying that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable.
19. Non-compliance by the Vendor with any of the above assurances of this Agreement or applicable law or regulations shall be grounds for immediate termination of this Agreement. Such termination shall include termination of payments on behalf of eligible households and immediate return of credit balances or refunds owed to the State. Such termination is in addition to all other legal remedies available to the State, including investigation or prosecution of fraud in connection with this agreement.
20. All Vendors shall establish an account with a financial institution to receive payments via physical warrants or direct deposit through electronic funds transfer (EFT). The Vendor shall inform the State of any changes in banking information immediately upon the change.
21. LIHWAP assistance benefit payments shall not be made to the Vendor on behalf of an eligible household if:

- i. The eligible household does not pay the Vendor directly for its drinking water or waste water; or
- ii. The LIHWAP benefit will not prevent disconnection or result in restoration of services; or
- iii. This Agreement has not been executed or has expired or been terminated; or
- iv. The eligible household's Vendor cannot be determined or feasibly paid on behalf of the eligible household.

E. The State shall itself or through its designee:

1. Promptly advise the Vendor of the name, address, account number, and amount to credit to the account of each eligible household;
2. Notify all eligible households of the amount of LIHWAP assistance to be made on their behalf to the Vendor;
3. Make timely payments to the Vendor for credit to eligible households for drinking water and waste water supplied in accordance with the terms of this Agreement; and
4. Promptly notify the Vendor of all pertinent changes in this program caused by changes in applicable law, regulations, or technology.
5. The State and its designees shall never transmit PHI to the Vendor. In the event that PHI is shared, the State will confirm that such information is immediately returned or destroyed by the Vendor, in accordance with Section C(11) of this Agreement.

F. General Provisions:

1. The term of this Agreement shall be October 1, 2021 (or upon signed approval of this Agreement by the Vendor, whichever is later) through September 30, 2026.
2. This Agreement is subject to and contingent upon the continuing availability of federal funds. If insufficient funds, as determined by the State, are available for this program, the State may immediately terminate this Agreement.
3. This Agreement may be terminated by either party upon 30 days prior written notice to the other party sent by certified or registered mail.
4. The Vendor may not assign this Agreement without the prior written consent of the State.
5. The Vendor shall comply with all applicable Federal and State laws and regulations, including confidentiality of all records, termination and restoration of drinking water and waste water services, and discrimination. The Vendor certifies that it has all licenses, insurance, and so on required by law for the provision of services hereunder.
6. If a situation arises that is not clearly covered by the terms of this Agreement, the Vendor shall seek guidance from the State.

EFT DIRECT DEPOSIT AUTHORIZATION FORM



COLORADO

Office of the State Controller

Department of Personnel & Administration

SECTION I (DEPARTMENT USE) - PAYOR, STATE INFORMATION

STATE DEPARTMENT _____ VCUST# _____
MAILING ADDRESS _____ ADDRESS ID _____
CITY, STATE, ZIP _____ VERIFIED BY _____
DEPARTMENT CONTACT _____
EMAIL _____ PHONE _____

SECTION II - PAYEE, VENDOR INFORMATION

VENDOR NAME _____ PHONE _____
D/B/A (DOING BUSINESS AS, OPTIONAL) _____
MAILING ADDRESS _____
CITY, STATE, ZIP _____
EMAIL (FOR REMITTANCE ADVICE) _____

SECTION III - DEPOSITORY FINANCIAL INSTITUTION AND ACCOUNT INFORMATION

INCLUDE A VOIDED CHECK (NOT A TEMPORARY CHECK OR DEPOSIT SLIP) OR SIGNED BANK LETTER THAT INCLUDES ALL INFORMATION REQUESTED IN THIS SECTION

BANK NAME _____ BRANCH ADDRESS _____
ROUTING NUMBER _____ ACCOUNT NUMBER _____
ACCOUNT TYPE CHECKING SAVINGS FOR FURTHER CREDIT (OPTIONAL) _____
PAYEE TAXPAYER ID NUMBER (SSN OR EIN, NO DASHES) _____
SHOULD ALL STATE OF COLORADO PAYMENTS TO THIS TAXPAYER ID USE THIS BANK ACCOUNT? YES NO
IF NO, PLEASE EXPLAIN _____

SECTION IV - AUTHORIZATION FOR DIRECT DEPOSIT SET UP, CHANGE, OR CANCEL

SET UP CHANGE CANCEL **FOR CHANGES ONLY**, PLEASE PROVIDE EXISTING ROUTING & ACCOUNT NUMBER

ROUTING NUMBER _____ EXISTING ACCOUNT NUMBER _____

I certify that I have the authority to execute this authorization. I hereby authorize the State of Colorado to initiate, change, or cancel EFT credit entries (deposits) and if necessary to reverse any incorrect EFT payments made in error to the bank account indicated above. In the event a reversal cannot be implemented, I understand the State will utilize any other lawful means to recover the deposited funds to which the payee was not entitled. This authorization is to remain in full force until the State has received written notification of cancellation in such time as to afford a reasonable opportunity to act on it.

PRINTED NAME _____ TITLE _____

SIGNATURE _____ DATE _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Statement of Work; Colorado Department of Public H

Action Requested: County Manager Signature

Parties to the Agreement: Colorado Department of Public Health & Environment

Term Begins: 7/1/2022

Term Ends:

Grant Contract #: N/A

Summary:

Annual renewal for "Statement of work for Child Fatality prevention activitie"s for Gunnison County for 7/1/2022 - 6/30/2022

Fiscal Impact: (\$2,500)

Submitted by: Joni Reynolds

Submitter's Email Address: jreynolds@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 4/12/2022

County Attorney Review:

Required

Not Required

Comments:

Pretty bare bones contract with few of the standard provisions CAO would recommend, but arguably legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 4/12/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/13/2022

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 4/19/2022

STATEMENT OF WORK

I. Entity Name: Gunnison County Department of Health and Human Services

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 system 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 (2) 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.
13. CDPHE will disseminate analyzed, aggregated child fatality data to the Contractor in the following ways:

Deliverables	2. The Contractor shall submit CDPHE-approved progress reports via email to the CFPS State Support Team at CDPHE.	At two designated dates, 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 Payment
July 1 through September 30	\$875.00
October 1 through December 31	\$875.00
January 1 through March 31	\$875.00
April 1 through June 30	\$875.00
Total	\$3,500.00

IX. Attestation:

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

Matthew Birnie, Gunnison County Manager
Contractor Name (Print) and Title

Contractor Signature

_____ Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Amendment #1; Colorado Department of Publ

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

signature needed

Fiscal Impact:

Submitted by: Kari Commerford

Submitter's Email Address: kcommerford@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 4/11/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 4/7/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/13/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 4/19/2022

CONTRACT AMENDMENT #1**SIGNATURE AND COVER PAGE(S)**

State Agency: Colorado Department Of Public Health and Environment VIP/CTC 4300 Cherry Creek Drive South Denver, Colorado 80246				Original Contract Number: 2022*0148		
Contractor: Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 For the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333				Amendment Contract Number: 2022*0148 Amendment #1		
Contract Performance Beginning Date: July 1, 2021				Current Contract Expiration Date: June 30, 2023		
CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2022*0148	\$0.00	\$222,342.00	\$0.00	7/1/21-6/30/22	\$222,342.00
Amendment #1	2022*0148 Amendment #1	\$0.00	\$237,069.00	\$0.00	7/1/22-6/30/23	\$237,069.00
Current Contract Maximum Cumulative Amount						\$459,411.00

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p>CONTRACTOR Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) Gunnison County Department of Health and Human Services</p> <hr/> <p>By: Signature</p> <p>FULL NAME</p> <hr/> <p>Name of Person Signing for Contractor</p> <p>TITLE</p> <hr/> <p>Title of Person Signing for Contractor</p> <hr/> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p>By: Signature</p> <hr/> <p>Name of Executive Director Delegate</p> <hr/> <p>Title of Executive Director Delegate</p> <hr/> <p>Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Amendment Effective Date: _____

-- Signature and Cover Pages End --

1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown under the State Controller Signature. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **July 1, 2022**, whichever is later, and shall terminate on the termination of the Contract or **June 30, 2023**, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to Implement the "Communities that Care" model to identify evidence-based or evidence informed youth substance abuse prevention strategies and identify sustainable local or regional strategies for ongoing implementation of youth substance abuse prevention strategies

The Parties now desire to renew for an additional term and change current Contract Maximum Total for the following reason: To renew for an additional term and change current contract maximum.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- C. The Parties now agree to modify Exhibit, B, Statement of Work of the agreement. Exhibit, B, Statement of Work is deleted and replaced in its entirety with Exhibit, B, Statement of

Work attached to this Amendment for the following reason: to continue services and update Statement of Work for the new fiscal year..

- D. The Parties now agree to modify Exhibit, C, Budget of the agreement. Exhibit, C, Budget is deleted and replaced in its entirety with Exhibit, C, Budget attached to this Amendment for the following reason: To add funds to the new fiscal year.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

STATEMENT OF WORK
To Original Contract Number: 2022*0148

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Entity Name: Gunnison County

II. Project Description:

This project serves to improve the health of all Coloradans by reducing substance misuse among youth through uses of Marijuana Tax Cash Funds. The Colorado Department of Public Health and Environment (CDPHE) prioritized funding to reach this outcome using an evidence-based community-organizing approach that reduces risk and increases protective factors that are also linked to long-term reductions in violence and suicide, in addition to substance misuse. Special attention must be paid to focusing these efforts on addressing racial justice and other oppressive systems within each community, elevating all community voices and allowing community members to drive decision-making. During the scope of this project, grantees can expect to see reductions in risk factors and increases in protective factors. Under this model, funded community Coalition Member groups across the state will implement the following:

1. Organize a group of youth, families, professional Coalition Members, in addition to formal and informal leaders;
2. Build the capacity of Coalition Members to
 - a. assess the specific, well-researched Shared Risk and Protective Factors (factors that increase the likelihood of a problem behavior or that buffer someone from the risks of a problem behavior) among the youth in their communities;
 - b. select from a menu of proven or evidence-informed Primary Prevention strategies (including programs) to address the factors most relevant among their local youth;
 - c. identify funding for the selected strategies;
 - d. implement those strategies aligned to best practices; and
 - e. evaluate the impact of their strategies.

Community Coalition Member groups will do this within their defined Geographic Areas of Focus. Colorado youth in each of the funded communities across the state will benefit from this project due to the increased presence of evidence-informed strategies and programs as a result of organized Coalition Member efforts to impact gaps in preventing risk or promoting protective factors.

III. Definitions:

1. **Authentic Community Engagement:** Authentic Community Engagement is a two-way exchange of information, ideas and resources. Community engagement should offer opportunities for communities to exercise power in decision-making. It should also consider the diversity of our communities, including culture and ethnicity, and see to create an inclusive and accessible process.
2. **CDE:** Colorado Department of Education
3. **CDPHE:** Colorado Department of Public Health and Environment
4. **CMP:** Collaborative Management Programs funded by CDHS
5. **Coalition Members:** Coalition members include all participants of the organized group engaged in the CTC Model representative of the many sectors recommended to be a part of local prevention decision-making: youth, parents, residents, public health, youth-serving organization, such as mentoring and after school programs, local education authority, community-based organization addressing prevention, local housing and human services, local community health and/or health care organization, local law enforcement, local business, and elected officials. These Coalition Members should represent the diversity of the community they represent. Coalition Members is inclusive of

participants in the key leader board, community board, and workgroups as outlined in the CTC Model.

6. **Community Assessment:** The Community Assessment is a process where communities use data from their Geographic Area of Focus (or larger region/state when local data is not available) that identifies gaps in prevention to reduce risk and increase protective factors that improve youth health outcomes. The Community Assessment also includes assessing available resources within the Geographic Area of Focus to implement a comprehensive Prevention Science approach. The resources assessed indicate both need and readiness or capacity to reduce risk or increase protection.
7. **Community Action Plan (CAP):** This comprehensive and community-wide action plan defines the community engagement process and Primary Prevention plan of CTC. Part 1 of this plan includes the Coalition Members engaged, existing Primary Prevention efforts within the community, the prioritization process of the data, the risk and protective factors that the community selected to address, and the selected Primary Prevention strategies and programs that the community, not the lead agency, has decided to prioritize to reduce those risk or improve those protective factors. The plan is ideally comprehensive when it includes strategies and practices that cross the Socio-Ecological Model, including programs for individuals and families, policy improvements for organization and local governance, and efforts to shift the community norms to reflect the Social Development Strategy. Part 2 of this plan, sometimes called the implementation and evaluation plan, ultimately specifies the steps that the community will take to implement the action plan, capacity building, funding, and outlines how those steps will be measured for success. Part 2 of the plan addresses gaps that exist within the community and is fluid as the Coalition Members shift their implementation strategies to adjust to an ever-changing environment.
8. **Communities That Care (CTC) Model:** The CTC Model is an evidence-based community engagement and Prevention Science approach identified as a promising program by the Blueprints for Healthy Youth Development evidence-based registry. CTC includes 5 Phases of implementation with milestones outlined for each phase:
 - Phase 1: Get Started
 - Phase 2: Get Involved
 - Phase 3: Develop Community Profile
 - Phase 4: Create a Plan
 - Phase 5: Implement and Evaluate
9. **CTC Community Mobilizer:** The CTC Community Mobilizer is responsible for supporting the community Coalition groups to understand and implement the CTC Model. This position will encourage the use of evidence-based approaches as the local Coalition plans, develops, implements, monitors, and sustains prevention strategies aligned to community needs. The Community Mobilizer's guidance and support throughout CTC implementation will advocate for community-driven practices and emphasize capacity building of Coalition Members. This role will have various responsibilities, and will also be tasked with sharing responsibility, leadership, and ownership with the community Coalition Members. There is one CTC Community Mobilizer per Grantee.
10. **CU Anschutz:** University of Colorado Anschutz Medical Campus
11. **DCJ:** Division of Criminal Justice
12. **DfC:** Drug Free Communities Grant recipients from the Office of National Drug Control and Policy
13. **External Evaluation Entity:** CDPHE will hire an external evaluation agency to conduct cross-site evaluation of implementation across the state, as well as to provide subject matter expertise and technical assistance to improve data-driven decision-making and local evaluation planning for CAPs.
14. **FTE:** Full Time Equivalent staff.
15. **Geographic Area of Focus:** the boundaries of the community selected for intervention by the Contractor. Defined geographic boundaries support the External Evaluation Entity in identifying data sources to monitor for outcome evaluation over time.
16. **HKCS:** Healthy Kids Colorado Survey
17. **MCH:** Maternal Child Health programs funded at local public health agencies throughout the state.

- 18. OBH:** Office of Behavioral Health at the Colorado Department of Human Services
- 19. Prevention Science:** Prevention Science focuses on the development of evidence-based strategies that reduce risk factors and enhance protective factors to improve the health and wellbeing of individuals, families, and communities. A central tenet of Prevention Science is the promotion of health equity and reduction of disparities by studying how social, economic and racial inequalities and discrimination influence healthy development and wellbeing. The application of well-tested practices, strategies and policies generated by Prevention Science can lead to substantial cost-savings by investing in upstream strategies to avoid downstream costs. An integrated delivery system of comprehensive evidence-based prevention strategies that crosses many public sectors with scientifically-based guidance and resources to legislative and administrative decision-makers will facilitate the integration of best practices from Prevention Science into policy.
- 20. Primary Prevention:** As defined by the Centers for Disease Control's (CDC) Principles of Prevention Guide, Primary Prevention takes place BEFORE substance misuse (or other health behavior) initially occurs. It involves programs and strategies designed to reduce the factors that put people at risk for substance misuse or exposure. Or, they encourage the factors that protect or buffer people from substances.
- 21. Positive Youth Development (PYD):** PYD is an approach that guides communities and organizations in the way that they organize services, opportunities and supports. In practice, this approach incorporates the development of skills, opportunities and authentic relationships into programs, practices and policies, so that young people reach their full potential.
- 22. SB94:** Programs funded by CDHS authorized through Senate Bill 94.
- 23. Shared Risk and Protective Factors:** Research from the Centers of Disease Control and Prevention shows that many forms of violence and injury are connected and share many of the same risk and protective factors. These factors can put someone more or less at risk of experiencing substance misuse, poor educational attainment, violence and injury.
- 24. Social Development Strategy (SDS):** Providing young people with opportunities, skills and recognition strengthens bonding with family, school and community. Strong bonds motivate young people to adopt healthy standards for behavior. The strategy has five key components:
- 1) Opportunities: Provide developmentally appropriate opportunities to young people, for active participation and meaningful interaction with prosocial others.
 - 2) Skills: Teach young people the skills they need to succeed
 - 3) Recognition: Provide consistent specific praise and recognition for effort, improvement, and achievement.
 - 4) Bonding: Acknowledge a young person's effort and promote positive bonding — a sense of attachment, emotional connection and commitment to the people and groups who provide that recognition. Bonding can occur with a family member, teacher, coach, employer or neighbor.
 - 5) Clear Standards for Behavior: Through the process of bonding, young people become motivated to live according to the healthy standards of the person or group to whom they are bonded.
- 25. Socio-Ecological Model:** CDC uses a four-level Social-Ecological Model to better understand domains that influence decisions, behaviors, and outcomes and the effect of potential prevention strategies in influencing positive changes in these domains. This model considers the complex interplay between individual, relationship, community, and societal factors.
- 26. State-funded programs:** Examples of state-funded prevention programs include the Tony Grampsas Youth Services projects, sexual violence prevention programs, communities funded by the Office of Suicide Prevention, Maternal Child Health, CDE grantees, collaborative management programs, community substance misuse treatment programs funded by OBH, Senate Bill 94 programs, Regional Accountable Entities funded by Health Care Policy and Financing, and other Division of Criminal Justice programs.
- 27. Substance misuse:** substance misuse among youth includes underage use of marijuana and alcohol and the misuse of prescription drugs/opioids. Additional substances may be included in the definition of substance misuse by a community if they have documented data of misuse or abuse among youth in their community, excluding tobacco.

28. TGYS: Tony Grampas Youth Services grants for Primary Prevention programs in communities.

IV. Work Plan:

Goal #1: Create healthy, thriving and resilient communities, free from violence and injury.	
Objective #1: No later than the expiration date of this contract, maintain an organized group of Coalition Members who are prepared to use Prevention Science to impact Shared Risk and Protective Factors in the lives of youth in their Geographic Area of Focus.	
Primary Activity #1	The Contractor shall facilitate a group of Coalition Members that represent the Geographic Area of Focus through the milestones of Phases 1 in addition to 2 of the Community That Care (CTC) Model, in order to develop their capacity to drive decisions that promote Prevention Science within their community.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall provide a CTC Community Mobilizer that is 0.75 FTE or greater. 2. The Contractor shall define the parameters of the Geographic Area of Focus in order to recruit Coalition Members from the area. 3. The Contractor shall facilitate diverse Coalition Members to serve on the key leader board in addition to community board. 4. The Contractor shall provide a list of middle schools in addition to high schools in their Geographic Area of Focus to the University of Colorado Anschutz Medical Campus (CU Anschutz) Healthy Kids Colorado Survey (HKCS) team to encourage focused recruitment of those schools in the HKCS. 5. The Contractor shall facilitate leaders of state-funded upstream prevention projects within the Geographic Area of Focus to participate in the CTC process. 6. The Contractor shall facilitate leaders of state-funded opioid prevention projects within the Geographic Area of Focus to participate in the CTC process. 7. The Contractor shall facilitate leaders of state-funded opioid intervention projects within the Geographic Area of Focus to participate in the CTC process. 8. The Contractor shall perform as a liaison linking CU Anschutz HKCS staff to schools for recruitment for survey administration. 9. The Contractor shall record a report sharing agreement with local schools to receive HKCS scaled risk as well as protective factor reports once every two (2) years. 10. The Contractor shall provide professional development opportunities to support the CTC Community Mobilizer's ability to effectively facilitate Coalition Member growth in addition to sustainability to address Prevention Science. 11. The Contractor shall use group facilitation skills as well as tools, provided by CDPHE, to guide the Coalition Members through the CTC process. 12. The Contractor shall facilitate the Coalition Member's development through the milestones of Phases 1 and 2 in the CTC Model. 13. The Contractor shall build Coalition Members' capacity to implement Prevention Science approaches within the community.

	<ol style="list-style-type: none"> 14. The Contractor shall implement milestones from Phases 1 in addition to 2 needed to support Coalition Member progress in achieving milestones from Phases 3-5. 15. The Contractor shall facilitate a minimum of one (1) Coalition Member meeting per month. 16. The Contractor shall complete the CTC milestones tool. 17. The Contractor shall distribute community Coalition Members agendas, resources, and updates in advance to prepare for meetings. 18. The Contractor shall facilitate delegation of CTC Model, workgroup, and phase tasks. 19. The Contractor shall train Coalition Members to expand community outreach. 20. The Contractor shall participate in all required technical assistance meetings conducted by the CDPHE CTC team. 21. The Contractor shall complete an equity assessment to identify the ways in which CTC community mobilizing contributes to oppression in the community. 22. The Contractor shall implement changes identified in the equity assessment. 23. The Contractor shall attend all cross-site evaluation activities required by the External Evaluation Entity. 24. The Contractor shall schedule training in addition to technical assistance from the External Evaluation Entity on how to use local data to drive decision-making. 25. The Contractor shall document progress on this primary activity in addition to alignment to the CTC Model in the regular progress reports, using the CDPHE provided template.
Primary Activity #2	The Contractor shall document an updated Community Assessment based on data from the Geographic Area of Focus.
Sub-Activities #2	<ol style="list-style-type: none"> 1. The Contractor shall facilitate the activities outlined in the Phase 3 of the Milestones with appropriate timing for effective Coalition Member progress. 2. The Contractor shall summarize data about Shared Risk and Protective Factors in the Geographic Area of Focus. 3. The Contractor shall identify existing Primary Prevention approaches intended to impact their prioritized Shared Risk and Protective Factors. 4. The Contractor shall complete a resource assessment that outlines readiness to enhance existing Primary Prevention approaches aligned to their prioritized Shared Risk and Protective Factors. 5. The Contractor shall complete a resource assessment that outlines readiness to implement new Primary Prevention approaches aligned to their prioritized Shared Risk and Protective Factors. 6. The Contractor shall analyze Shared Risk and Protective Factor Data for disproportionate impact on demographic segments of their community. 7. The Contractor shall request relevant data from community stakeholders to further analyze gaps in local Shared Risk and Protective Factor efforts. 8. The Contractor shall document the Shared Risk and Protective Factors prioritized by Coalition Members in the Community Assessment. 9. The Contractor shall document the readiness for Primary Prevention approaches prioritized by Coalition Members in the Community Assessment. 10. The Contractor shall facilitate the Coalition Member's development through the milestones of Phase 3 in the CTC Model.

	<ol style="list-style-type: none"> 11. The Contractor shall implement milestones from Phase 3 needed to support Coalition Member progress in achieving milestones from Phases 4-5. 12. The Contractor shall facilitate delegation of CTC Model, workgroup, and phase tasks. 13. The Contractor shall schedule training and technical assistance from the External Evaluation Entity on how to use local data to drive decision-making. 14. The Contractor shall complete the CTC milestones tool. 15. The Contractor shall document progress on this primary activity and alignment to the CTC Model in the regular progress reports, using the CDPHE provided template.
Primary Activity #3	The Contractor shall document an updated, comprehensive Community Action Plan (CAP) Part 1.
Sub-Activities #3	<ol style="list-style-type: none"> 1. The Contractor shall document the Primary Prevention strategy(ies) selected by Coalition Members based on the Community Assessment into the CAP Part 1. 2. The Contractor shall document the Primary Prevention program(s) selected by Coalition Members based on the Community Assessment into the CAP Part 1. 3. The Contractor shall document the action steps required to implement the selected Primary Prevention approaches into the CAP Part 1. 4. The Contractor shall facilitate the Coalition Member's development through the milestones of Phase 4 in the CTC Model. 5. The Contractor shall implement milestones from Phase 4 needed to support Coalition Member progress in achieving milestones from Phase 5. 6. The Contractor shall facilitate delegation of the following: <ol style="list-style-type: none"> a. CTC Model, b. workgroup, and c. phase tasks. 7. The Contractor shall complete the CTC milestones tool. 8. The Contractor shall document evaluation measures for Prevention Science strategy within the CAP Part 1. 9. The Contractor shall schedule training and technical assistance from the External Evaluation Entity on how to identify evaluation measures for their CAP Part 1. 10. The Contractor shall complete an equity assessment to anticipate the ways in which selected Primary Prevention approaches may contribute to oppression in the community. 11. The Contractor shall implement changes identified in the equity assessment. 12. The Contractor shall document progress on this primary activity and alignment to the CTC Model in the regular progress reports, using the CDPHE provided template.
Primary Activity #4	The Contractor shall document progress on the CAP Part 2.
Sub-Activities #4	<ol style="list-style-type: none"> 1. The Contractor shall document implementation of any Primary Prevention strategies focused on risk or protective factors within the community to avoid duplication. 2. The Contractor shall document implementation of specific action steps and related evaluation measures, using the CDPHE provided template.

	<ol style="list-style-type: none">3. The Contractor shall document successes encountered by Coalition Members while implementing CAP Part 2 strategies.4. The Contractor shall document challenges encountered by Coalition Members while implementing CAP Part 2 strategies.5. The Contractor shall review CAP Part 2 activities to identify appropriate lead agency involvement and funding needs for sustainability.6. The Contractor shall track Coalition Member progress toward implementation of the steps outlined in the CAP.7. The Contractor shall document Primary Prevention strategy and program updates in the CAP Part 2.8. The Contractor shall implement quality improvements to the CAP Part 2 that align with outcome-focused planning.9. The Contractor shall complete an equity assessment to identify the ways in which CAP implementation contributes to oppression in the community.10. The Contractor shall revise the CAP Part 2 implementation to adjust for issues identified through an equity impact assessment.11. The Contractor shall update the CTC milestones tool for Phase 5.12. The Contractor shall complete the evaluation portions of the CAP Part 2, using the CDPHE provided template.13. The Contractor shall schedule training and technical assistance from the External Evaluation Entity on how to complete the evaluation portions of the CAP Part 2.14. The Contractor shall document progress on this primary activity and alignment to the CTC Model in the regular progress reports, using the CDPHE provided template.

Standards and Requirements	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor the documents and website content for updates and comply with all updates. 2. CDPHE will provide the Contractor with a list of all required technical assistance meetings. 3. CDPHE will provide the Contractor with a list of all cross-site evaluation activities required by the External Evaluation Entity. 4. CDPHE will provide the Contractor with the template to document implementation of specific action steps and related evaluation measures. 5. The Contractor shall retain Coalition Members from state- in addition to federally-funded programs that exist within their Geographic Area of Focus, including other funded prevention programs from CDE, MCH, TGYS, CMPs, SB94, DfCs, OBH, AG, or DCJ. 6. The Contractor shall adhere to the CTC Model for all activities. The CTC Model is available at the following website: https://www.communitiesthatcare.net/programs/ctc-plus/, which is incorporated and made part of this Contract by reference. 7. CDPHE will provide a CTC milestones tool on which the Contractor can track implementation of relevant activities. 8. The Contractor shall provide CDPHE with all information on any adjustments made to the CTC Model. 9. CDPHE will provide the Contractor with the template for the implementation and evaluation portions of the CAP Part 2. 10. The Contractor shall update the CTC milestones tool with input from the workgroups, boards, other Coalition Members engaged in CTC based on guidance from the CDPHE Staff. 11. CDPHE will provide the Contractor with a program manual that outlines CTC Model implementation expectations. 12. The Contractor shall require the CTC Community Mobilizer to demonstrate the skills identified in the CTC Community Mobilizer job description in addition to the skills assessment. 13. CDPHE will provide the Contractor with group facilitation skills in addition to tools to help guide the Coalition Members engaged in the CTC Model. 14. The Contractor shall have a minimum of one (1) trained CTC Community Mobilizer present at each Coalition Member meeting. 15. The Contractor shall require that all CTC Community Mobilizers using the CTC Model have successfully completed the Community Mobilizer Training in advance of launching CTC Model in their communities. 16. The Contractor shall require that all CTC Community Mobilizers using the CTC Model are working with a CTC coach in advance of launching CTC Model in their communities. 17. The Contractor shall adhere to all CTC Plus license agreement requirements. 18. The Contractor shall facilitate the CTC Coalition toward implementation in addition to improvement across all six of the Elements of Effective Coalitions, found at https://drive.google.com/file/d/10pk-oiLdexeUbaGEomGq6DGc5dljpGG7/view, incorporated and made part of this Contract by reference. 19. The Contractor shall include a CTC Community Mobilizer for all required technical assistance meetings.
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	<p>20. The Contractor shall assist in all data collection efforts from the External Evaluation Entity in order to help with continuous program quality improvement, upon request by CDPHE.</p> <p>21. The Contractor shall not disseminate any surveys in schools that collect health and shared risk or protective factor data similar to HKCS.</p> <p>22. The Contractor shall use training in addition to technical assistance from the External Evaluation Entity to complete the evaluation portions of the CAP Part 2.</p> <p>23. The Contractor shall use the Office of Health Equity's Sweet Tool on Authentic Community Engagement to move through the spectrum of engagement toward Shared Leadership with Coalition Members. This information is incorporated and made part of this Contract by reference, and is available at the following website: https://drive.google.com/file/d/119IenKB-zvTeQHUjanB0MS7rkx-Wr-UJ/view</p> <p>24. The Contractor shall develop a Community Assessment in collaboration with the existing local community health assessment required in the Public Health Act of 2008.</p> <p>25. The Contractor shall provide Coalition Member meetings with access to these items:</p> <ol style="list-style-type: none"> a. convenient location, b. meetings held at a convenient time that does not conflict with work and school schedules, c. available public transportation, d. childcare accessibility, e. interpretation needs, f. food, g. accessible facilities that are inclusive for all coalition members. <p>26. The Contractor shall reimburse Coalition Members for their time and expertise if they participate outside of their employment or paid time.</p> <p>27. The Contractor shall provide language interpretation at CTC Coalition Member meetings when there are non-English speaking community members participating.</p> <p>28. The Contractor shall use annual feedback from cross-site evaluation activities required by the External Evaluation Entity to identify opportunities for development in addition to quality improvement that will support program outcomes.</p> <p>29. The Contractor shall require staff to participate in professional development opportunities, including grantee meetings, the Community Mobilizer training, effective facilitation strategies, positive youth development, accessing data resources, prevention-science, in addition to other trainings as identified by CDPHE.</p> <p>30. The Contractor shall use the positive youth development in action rubrics (adult and youth version) to build capacity and evaluate effective youth involvement. This document is incorporated and made part of this Contract by reference and is available at the following website: https://sites.google.com/state.co.us/pydinaction/resources</p> <p>31. CDPHE will provide the Contractor with a menu of Primary Prevention strategies across the Socio-Ecological Model for Coalition Member's implementation within the CAP.</p> <p>32. The Contractor shall comply with the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards) website</p>
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	<p>for all health related communications. This document is incorporated and made part of this Contract by reference and is available at the following website: https://thinkculturalhealth.hhs.gov/clas/blueprint.</p> <p>33. The Contractor shall not use CTC funds to purchase ad space for existing statewide social marketing campaigns.</p> <p>34. The Contractor shall use only marijuana research or statements on the health effects outlined by the Retail Marijuana Public Health Advisory Committee. These approved health statements and factsheets are incorporated and made part of this Contract by reference and are available on the following website https://marijuanahealthinfo.colorado.gov/.</p> <p>35. The Contractor shall use the CDPHE-approved progress and final report templates, to be provided by CDPHE.</p> <p>36. The Contractor shall provide to CDPHE upon request written procedures related to gift card purchase and handling. At a minimum, the procedures must include the following:</p> <ol style="list-style-type: none"> a. How the gift card inventory is tracked and maintained; b. Gift card storage and safeguards against theft; c. The primary person responsible for securing and distribution gift cards; d. A gift card distribution log that records each gift card number, dollar amount, reason for receiving the gift card, and the printed name and signature of each gift card recipient. <p>37. The Contractor shall provide CDPHE with an updated staff roster of CTC Community Mobilizers in addition to other staff within two (2) weeks of any staffing change.</p> <p>38. The Contractor shall consult with their CDPHE Staff prior to making changes to Parts 1 or 2 of the Community Action Plan that would alter the objectives of either plan in order to maintain alignment to best practices.</p> <p>39. CDPHE will review and provide feedback on best practices for Parts 1 in addition to 2 of the Community Action Plan within twenty (20) business days.</p> <p>40. The Contractor shall consult with their CDPHE Staff on feedback for Parts 1 in addition to 2 of the Community Action Plan prior to strategy and program implementation.</p> <p>41. The Contractor shall use current social marketing campaign materials provided by CDPHE, when social norms change is selected as part of the CAP.</p>
<p>Expected Results of Activity(s)</p>	<p>Maintain high capacity groups of Coalition Members who are ready to drive decision-making throughout the community to support advancing health equity in their Geographic Area of Focus, including the Social Development Strategy. Coalition Members lead the following:</p> <ol style="list-style-type: none"> 1. assess the specific, well-researched Shared Risk and Protective Factors (factors that increase the likelihood of a problem behavior or buffer someone from the risks of a problem behavior) among the youth in their communities; 2. select from a menu of proven or evidence-informed Primary Prevention strategies (including programs) to address the factors most relevant among their local youth; 3. identify funding for the selected strategies; 4. implement those strategies aligned to best practices,

	5. evaluate the impact of chosen strategies,	
Measurement of Expected Results	1. Progress report on primary activities using a CDPHE approved template.	
		Completion Date
Deliverables	1. The Contractor shall submit a progress report on primary activities using a CDPHE approved template.	No later than 9/30, 12/31, 3/31, 6/30 annually

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Staff. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

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



COLORADO
 Department of Public
 Health & Environment

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing # 2022*0148

Contractor Name	Gunnison County/Gunnison County Substance Abuse Prevention Project (GCSAPP)	Program Contact Name, Title, Phone and Email		Emily Mirza, GCSAPP Program Manager 970-642-7369, emirza@gunnisoncounty.org	
Budget Period	July 1, 2022 through June 30, 2023	Fiscal Contact Name, Title, Phone and Email		Jody Wise, Finance, (970) 641-7679, jwise@gunnisoncounty.org	
Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	Contract (CT or PO) Number		CT FHLA 2022*0148	
Expenditure Categories					
Personal Services Salaried Employees					
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
					\$ -
Personal Services Hourly Employees					
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Communities that Care Community Mobilizer/Manager	This position is responsible for coordinating the Communities That Care project with fidelity, including Community Board and Key Leader Board member engagement; communication; meetings; reporting on the project; maintaining communication with community partners and community members; and coordinating implementation of evidence-based youth substance abuse prevention strategies. This position is a minimum of 0.75 FTE	\$ 32.00	\$ 8.00	1560.0	\$ 62,400.00
Protective Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting schedules and other logistics for PYD education activities. Ensures sustainability of PYD strategy by working with community partners on securing funding and working towards collective impact. Assisting with community champions for Sources of Strength and supporting safe spaces for youth.	\$ 27.00	\$ 8.00	780.0	\$ 27,300.00
Risk Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting schedules, food ordering, technology, printing, and other logistics related to Toxic Stress and Family Friendly Business Practices education including ensuring sustainability by working with the Early Childhood Council, Chamber of Commerce, Gunnison Valley Health and other community stakeholders	\$ 30.75	\$ 11.00	416.0	\$ 17,368.00

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Budget Period	July 1, 2022 through June 30, 2023	Fiscal Contact Name, Title, Phone and Email		Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org	
Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	Contract (CT or PO) Number		CT FHLA 2022*0148	
Youth Engagement/Programming Coordinator	Ensures the coalition is practicing PYD and youth engagement strategies to fidelity. Assisting with social development opportunities, safe spaces for youth, youth groups, and supporting the community champion.	\$ 24.20	\$ 7.00	910.0	\$ 28,392.00
Interpreter/Translator & Latinx Advocate	Increases equitable communication, translates documents for community meetings and protective/risk factor strategies, and interprets at coalition meetings and trainings. Engages the Latinx population and supports Latinx Youth Groups.	\$ 24.00	\$ 7.00	1040.0	\$ 32,240.00
					\$ -
Total Personal Services (including fringe benefits)					\$ 167,700.00
Supplies & Operating Expenses					
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE	
Conference Registration - coalition members <i>(participant support cost)</i>	Registration for Annual Shared Risk and Protective Factor (SRPF) Conference for 3 coalition members. * <i>excluded from indirect.</i>	\$ 250.00	3.0	\$ 750.00	
Conference Registration - staff	Registration for Annual Shared Risk and Protective Factor (SRPF) Conference the Community Mobilizer.	\$ 250.00	1.0	\$ 250.00	
Supplies-Office	Pens, paper, sticky notes, highlighters, tablets, file folders, presentation boards, flash drives, batteries that will be used by Community Mobilizer at meetings and trainings. Costs are estimated based on monthly averages for similar programs.	\$ 20.00	12.0	\$ 240.00	
Equity Lab	4 in person equity lab meetings . \$200 x 4 = \$800. \$200 per session to cover the cost of facilitation/materials and food at \$6pp x 10 = \$60 per session. The purpose of the equity lab is to ensure sustainability and collaboration of health equity across the community. It is important to provide food for these meetings in order to provide an incentive to stakeholders, because the meetings often occur over the lunch hour, after work, or on weekends. Food will only be provided for in person meetings and will not be provided for virtual meetings. Food for meetings is allowed per CTC RFA.	\$ 260.00	4.0	\$ 1,040.00	
Equity Training	2 equity lunch and learn presentations for coalition and community members in order to continue to educate community about health equity. \$200 per presentation for presenter fee and food at \$8.50 x10 people per meeting = \$170 (400+170=570). \$285 per meeting x 2 = \$570.00. It is important to provide food for these meetings in order to provide an incentive to stakeholders, because the meetings often occur over the lunch hour, after work, or on weekends. Food will only be provided for in person meetings and will not be provided for virtual meetings. Food for meetings is allowed per CTC RFA.	\$ 285.00	2.0	\$ 570.00	

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Budget Period	July 1, 2022 through June 30, 2023	Fiscal Contact Name, Title, Phone and Email	Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org		
Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	Contract (CT or PO) Number	CT FHLA 2022*0148		
Meeting Costs	Lunch for in-person Workgroup Meetings and coalition meetings. 18 workgroup meeting per year (10 people x \$12pp = \$2,160). 6 coalition meetings per year (20 people x \$15pp = \$1,800). Food provided as an incentive and to clear barriers for stakeholders as the meetings often occur over the lunch hour. Food for meetings is allowed per CTC RFA.	\$ 1.00	3,960.0	\$	3,960.00
Incentives (participant support cost)	Incentives to acknowledge community member (parent, youth, or resident) time and expertise to contribute to the goals of the coalition. \$30 per person x 10 persons x 12 events. <i>*excluded from indirect</i>	\$ 300.00	12.0	\$	3,600.00
Computer Costs	We pay monthly computer costs to the county \$300/mo. per computer - costs 2.5 FTE	\$ 750.00	12.0	\$	9,000.00
Phone Costs	Monthly phone costs for the county are \$35/mo. per phone - costs 2.5 FTE	\$ 87.50	12.0	\$	1,050.00
Copy & Print Supplies	Community engagement and meeting materials, PYD training materials, flyers, promotional cards, and educational materials for surveys and events. Average is \$50 per month.	\$ 50.00	12.0	\$	600.00
Advertising and Promotional Costs	Costs for informing and educating the community about risk and protective factors and ways to support youth . \$182/mo. Based on cost of monthly newspaper ads.	\$ 182.00	12.0	\$	2,184.00
Total Supplies & Operating				\$	23,244.00
Travel					
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE	
Mileage - Staff	Mileage, paid at the IRS mileage rate of \$0.59 per mile for Community Mobilizer. This includes 1 trip to Denver to attend training, 1 trip to attend annual SRPF conference, and two Rural Resort Meetings (1500 miles RT x .59 x 4)	\$ 0.590	6000.0	\$	3,540.00
Lodging - Staff	Lodging for Community Mobilizer to attend 1 training in Denver (3 nights X \$195 per night x 1 room), the SRPF Conference (3 nights x \$144 per night x 1 room), and 2 Rural Resort Community Meetings (2 nights @ \$195 per night x 1 rooms)	\$ 1,407.00	1.0	\$	1,407.00
Lodging - Coalition Members (participant support cost)	Lodging for 1 coalition member to attend 1 training in Denver (3 nights X \$195 per night x 1 room), the SRPF Conference (3 nights x \$144 per night x 1 room), and 2 Rural Resort Community Meetings for 3 coalition members (2 nights @ \$195 per night x 3 rooms) <i>*Excluded from indirect.</i>	\$ 2,187.00	1.0	\$	2,187.00
Meals - Staff	Meal estimate based on GSA per diem rates for most of Colorado (2 travel days at \$57 + 2 full days at \$76 = \$266) x 1 Community Mobilizer x 2 trips <i>and</i> (2 travel days at \$57 + 1 full days at \$76 = \$266) x 1 Community Mobilizer	\$ 1,064.00	1.0	\$	1,064.00

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Budget Period	July 1, 2022 through June 30, 2023	Fiscal Contact Name, Title, Phone and Email	Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org		
Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	Contract (CT or PO) Number	CT FHLA 2022*0148		
Meals - Coalition Members (participant support cost)	Meal estimate based on GSA per diem rates for most of Colorado (2 travel days at \$57 + 2 full days at \$76 = \$266) x 1 person x 2 trips and (2 travel days at \$57 + 1 full days at \$76 = \$190 x 3 people *Excluded from indirect.	\$ 1,102.00	1.0	\$	1,102.00
				\$	-
Total Travel				\$	9,300.00

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM**Original Contract Routing # 2022*0148**

Contractor Name	Gunnison County/Gunnison County Substance Abuse Prevention Project (GCSAPP)	Program Contact Name, Title, Phone and Email	Emily Mirza, GCSAPP Program Manager 970-642-7369, emirza@gunnisoncounty.org	
Budget Period	July 1, 2022 through June 30, 2023	Fiscal Contact Name, Title, Phone and Email	Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org	
Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	Contract (CT or PO) Number	CT FHLA 2022*0148	
Contractual				
Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Gunnison Valley Mentors	Time and expertise dedicated to supporting the community members engaged in the process and leading collective change across the community for Protective Factor Strategies. 5 hours a week for one staff member at \$20/hr.	\$ 20.00	260.0	\$ 5,200.00
Community Champion	This position is responsible for building capacity for other parents or residents who are engaged in the project and who participate voluntarily and not as part of a professional role. They support action planning and implementation. \$30/hr. x estimated 20 hr. mo.	\$ 30.00	240.0	\$ 7,200.00
Youth Advisors	2 university students to work with GCSAPP, attends all coalition meetings, chooses one implementation strategy to work on and helps to deliver presentations. \$25/hr. x 10 hour per month per youth x 11 months. This helps ensure that we are having youth voice in all of our work.	\$ 25.00	220.0	\$ 5,500.00
Gunnison Watershed RE1J School District	Gunnison Watershed School District staff will build capacity to promote SDS in the community and will help increase connections for coalition members/trusted adults to engage with underserved youth through GSAs, Sources of Strength, and Latin Youth groups. Following SDS and PYD framework this will help give the opportunity for youth to lead and build leadership skills and increase connections to trusted adults. This will increase the coalitions capacity to utilize youth and school staff voice in community level prevention strategies including informing phases 3, 4, and 5. \$500 x 4 four secondary school sites.	\$ 500.00	4.0	\$ 2,000.00
Gunnison Valley Health	GVH will help to address community risk factors. GVH will	\$ 6,000.00	1.0	\$ 6,000.00
				\$ -
Total Contractual				\$ 25,900.00
SUB-TOTAL OF DIRECT COSTS				\$ 226,144.00
Indirect				
Item	Description of Item	Total Amount Requested from CDPHE		
Federally-Negotiated Indirect Cost Rate				
CDPHE-Negotiated Indirect Cost Rate	Gunnison County has a CY2022 CDPHE negotiated rate of 24.18% MTDC but has opted to assess a lesser rate of 5% Modified Total Direct Costs for this grant.	\$ 10,925.00		
De Minimis Indirect Cost Rate				
Total Indirect				\$ 10,925.00
TOTAL				\$ 237,069.00

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CONTRACT 2022*0148
ROUTING NO.

APPROVED TASK ORDER CONTRACT – WAIVER #154

This task order contract is issued pursuant to master contract made on 11/23/2016, with routing number 13 FAA 00023.

STATE:
State of Colorado for the use & benefit of the
Department of Public Health and Environment

Prevention Services Division
Injury and Violence Prevention-Mental Health
Promotion
4300 Cherry Creek Drive South
Denver, Colorado 80246

CONTRACTOR:
Board of County Commissioners of Gunnison County
for the use and benefit of the Gunnison County Department
of Health and Human Services
225 North Pine Street, Suite E
Gunnison, Colorado 81230-2333

CONTRACT MADE DATE: 4/12/2021

CONTRACTOR DUNS: 133115220

CONTRACTOR ENTITY TYPE:
Political Subdivision

BILLING STATEMENTS RECEIVED:
Monthly

TERM:
This contract shall be effective upon approval by
the State Controller, or designee, or on 07/01/2021,
whichever is later. The contract shall end on 06/30/2022.

STATUTORY AUTHORITY: Not Applicable

CLASSIFICATION: Subrecipient

PROCUREMENT METHOD:
RFA 32714

CONTRACT PRICE NOT TO EXCEED: \$222,342.00

FEDERAL FUNDING DOLLARS:

STATE FUNDING DOLLARS: \$222,342.00

BID/RFP/LIST PRICE AGREEMENT NUMBER:
N/A

OTHER FUNDING DOLLARS:
Specify "Other":

LAW SPECIFIED VENDOR STATUTE:
N/A

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:
FY22: \$222,342.00

:
:
:
:

STATE REPRESENTATIVE:
Ali Maffey
VIP-MHP Branch
Prevention Services Divisino, A-4
4300 Cherry Creek Drive South
Denver, Colorado 80246

PRICE STRUCTURE: Cost Reimbursement

CONTRACTOR REPRESENTATIVE:
Joni Reynolds
Health and Human Services Director
225 North Pine Street, Suite E
Gunnison Colorado, 81230-2333

PROJECT DESCRIPTION:
Implement the "Communities that Care" model to identify evidence-based or evidence informed youth substance abuse prevention strategies and identify sustainable local or regional strategies for ongoing implementation of youth substance abuse prevention strategies

EXHIBITS:

The following exhibits are hereby incorporated:

- Exhibit A - Additional Provisions
- Exhibit B - Statement of Work
- Exhibit C - Budget
- Exhibit D- Sample Option Letter

GENERAL PROVISIONS

The following clauses apply to this Task Order Contract. These general clauses may have been expanded upon or made more specific in some instances in exhibits to this Task Order Contract. To the extent that other provisions of this Task Order Contract provide more specificity than these general clauses, the more specific provision shall control.

1. This Task Order Contract is being entered into pursuant to the terms and conditions of the Master Contract including, but not limited to, Exhibit One thereto. The total term of this Task Order Contract, including any renewals or extensions, may not exceed five (5) years. The parties intend and agree that all work shall be performed according to the standards, terms and conditions set forth in the Master Contract.
2. In accordance with section 24-30-202(1), C.R.S., as amended, this Task Order Contract is not valid until it has been approved by the State Controller, or an authorized delegee thereof. The Contractor is not authorized to, and shall not; commence performance under this Task Order Contract until this Task Order Contract has been approved by the State Controller or delegee. The State shall have no financial obligation to the Contractor whatsoever for any work or services or, any costs or expenses, incurred by the Contractor prior to the effective date of this Task Order Contract. If the State Controller approves this Task Order Contract on or before its proposed effective date, then the Contractor shall commence performance under this Task Order Contract on the proposed effective date. If the State Controller approves this Task Order Contract after its proposed effective date, then the Contractor shall only commence performance under this Task Order Contract on that later date. The initial term of this Task Order Contract shall continue through and including the date specified on page one of this Task Order Contract, unless sooner terminated by the parties pursuant to the terms and conditions of this Task Order Contract and/or the Master Contract. Contractor's commencement of performance under this Task Order Contract shall be deemed acceptance of the terms and conditions of this Task Order Contract.
3. The Master Contract and its exhibits and/or attachments are incorporated herein by this reference and made a part hereof as if fully set forth herein. Unless otherwise stated, all exhibits and/or attachments to this Task Order Contract are incorporated herein and made a part of this Task Order Contract. Unless otherwise stated, the terms of this Task Order Contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between the Master Contract and this Task Order Contract (including its exhibits

and/or attachments), or between this Task Order Contract and its exhibits and/or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of the Master Contract; 2) the Master Contract (other than the Special Provisions) and its exhibits and attachments in the order specified in the Master Contract; 3) this Task Order Contract; 4) the Additional Provisions - **Exhibit A**, and its attachments if included, to this Task Order Contract; 5) the Scope/Statement of Work - **Exhibit B**, and its attachments if included, to this Task Order Contract; 6) other exhibits/attachments to this Task Order Contract in their order of appearance.

4. The Contractor, in accordance with the terms and conditions of the Master Contract and this Task Order Contract, shall perform and complete, in a timely and satisfactory manner, all work items described in the Statement of Work and Budget, which are incorporated herein by this reference, made a part hereof and attached hereto as "**Exhibit B**" and "**Exhibit C**".
5. The State, with the concurrence of the Contractor, may, among other things, prospectively renew or extend the term of this Task Order Contract, subject to the limitations set forth in the Master Contract, increase or decrease the amount payable under this Task Order Contract, or add to, delete from, and/or modify this Task Order Contract's Statement of Work through a contract amendment. To be effective, the amendment must be signed by the State and the Contractor, and be approved by the State Controller or an authorized delegate thereof. This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Task Order Contract on the effective date of such change as if fully set forth herein.
6. The conditions, provisions, and terms of any RFP attached hereto, if applicable, establish the minimum standards of performance that the Contractor must meet under this Task Order Contract. If the Contractor's Proposal, if attached hereto, or any attachments or exhibits thereto, or the Scope/Statement of Work - Exhibit B, establishes or creates standards of performance greater than those set forth in the RFP, then the Contractor shall also meet those standards of performance under this Task Order Contract.
7. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** [*This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is \$100,000 or higher*]

By entering into this Task Order Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be evaluated in accordance with the terms and conditions of this Task Order Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Task Order Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Task Order Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Task Order Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and

prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

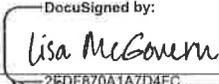
8. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

SIGNATURE PAGE

Contract Routing Number: 2022*0148

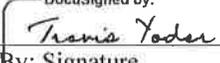
THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

<p>CONTRACTOR Board of County Commissioners of Gunnison County for the use and benefit of the Gunnison County Department of Health and Human Services</p> <p>DocuSigned by:  09072877079D4CD... By: Signature</p> <p>Jonathan Houck</p> <p>Name of Person Signing for Contractor</p> <p>Chair-Gunnison BOCC</p> <p>Title of Person Signing for Contractor</p> <p>Date: 2021-05-10</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>DocuSigned by:  2EDF670A1A7D4FC... By: Signature</p> <p>Lisa McGovern</p> <p>Name of Executive Director Delegate</p> <p>Procurement & Contracts Section Director</p> <p>Title of Executive Director Delegate</p> <p>Date: 2021-05-11</p>
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In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

By: Signature
368F9AFC0B514C4...

Travis Yoder

Name of State Controller Delegate

Controller

Title of State Controller Delegate

Contract Effective Date: 2021-05-31

-- Signature Page End --

**ADDITIONAL PROVISIONS
To Original Contract Routing Number CT FHLA 2022*0148**

These provisions are to be read and interpreted in conjunction with the provisions of the Contract specified above.

1. To receive compensation under the Contract, the Contractor shall submit a signed Monthly schedule CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website <https://cdphe.colorado.gov/standardized-invoice-form> and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with this Statement of Work and Budget.

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: Alison Maffey, ali.maffey@state.co.us

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

Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

2. Time Limit For Acceptance Of Deliverables.
 - a. Evaluation Period. The State shall have **thirty (30)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
 - b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **fifteen (15)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.
 - c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **thirty (30)** calendar days, to correct the noted deficiencies.

3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

4. This award does not include funds for Research and Development.
5. If Contractor indicates full expenditure of funds under this Contract by February 28 of each grant year and the full expenditure does not occur, CDPHE has the option to reduce current or upcoming Contract by said amount or a percent deemed reasonable by CDPHE. The State will notify the Contractor of the potential need to decrease the current or upcoming budget. If the Contractor indicates at a later date than February 28 of each grant year an expectation of surplus of funds or inability to fully expend said funds for unforeseen circumstances that Contractor had not anticipated by February 28, CDPHE will reallocate unspent funds without any penalties to the Contractor.

EXHIBIT A

Upon receipt of timely written notice of an objection by the State for inability to fully expend funds, the Contractor shall have a reasonable period of time not to exceed ten (10) calendar days to respond to the action. If no dispute is received by the State within ten (10) calendar days, the State has the option to reduce the current budget for the current year and any upcoming budget for future contractual agreements.

6. Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs shall be submitted to the State at least ninety (90) days prior to the end of the contract period and may require an amendment in accordance with General Provisions, Section 16, Contract Modifications, of this Contract.
7. Contractor agrees to provide services to all Program participants and employees in a smoke-free environment in accordance with Public Law 103-227, also known as "the Pro-Children Act of 1994", (Act). Public Law 103-227 requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.
8. The State of Colorado, specifically the Colorado Department of Public Health and Environment, shall be the owner of all equipment as defined by Federal Accounting Standards Advisory Board (FASAB) Generally Accepted Accounting Principles (GAAP) purchased under this Contract. At the end of the term of this Contract, the State shall approve the disposition of all equipment.
9. Contractor shall not use State funds provided under this Contract for the purpose of lobbying as defined in Colorado Revised Statutes (C.R. S.) 24-6-301(3.5)(a).
10. The State, at its discretion, shall have the option to extend the term under this Contract beyond the Initial Term for a period or for successive periods, of 1 year at the same rates and under the same terms specified in the Contract. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **Exhibit D**. If exercised, the provisions of the Option Letter shall become part of and be incorporated in the original contract. The total duration of this contract shall not exceed 5 years.
11. The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and/or Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **Exhibit D**. Delivery of Goods and/or performance of Services shall continue at the same rates and terms as described in this Contract.

STATEMENT OF WORK
Original Contract Routing Number: 2022*0148

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Entity Name: Gunnison County

II. Project Description:

This project uses Marijuana Tax Cash Funds to improve the health of all Coloradans by reducing substance misuse among youth. CDPHE prioritized funding to reach this outcome using an evidence-based community-organizing approach that reduces the risk and increases the protective factors that are also linked to long-term reductions in violence and suicide in addition to substance misuse. Special attention must be paid to focusing these efforts on addressing racial justice and other oppressive systems within each community, elevating all community voices and allowing community members to drive decision-making. During the scope of this project, grantees can expect to see reductions in risk factors and increases in protective factors. Under this model, funded community Coalition Member groups across the state implement the following:

1. Organize a group of youth, families, professional Coalition Members, and formal and informal leaders;
2. Build the capacity of Coalition Members to
 - a. assess the specific and well-researched risk factors (factors that increase the likelihood of a problem behavior) and protective factors (factors that buffer someone from the risks of a problem behavior) among the youth in their communities;
 - b. select from a menu of proven or evidence-informed Primary Prevention strategies (including programs) to address the factors most relevant among their local youth;
 - c. identify funding for the selected strategies, implement those strategies aligned to best practices, and evaluate the impact of their strategies.

Community Coalition Member groups will do this within their defined Geographic Areas of Focus. Colorado youth in each of the funded communities across the state will benefit from this project due to the increased presence of evidence-informed strategies and programs in their community as a result of organized Coalition Member efforts to impact gaps in preventing risk or promoting protective factors.

III. Definitions:

1. **Authentic Community Engagement:** Authentic Community Engagement is a two-way exchange of information, ideas and resources. Community engagement should offer opportunities for communities to exercise power in decision-making. It should also consider the diversity of our communities, including culture and ethnicity, and see to create an inclusive and accessible process.
2. **CDE:** Colorado Department of Education
3. **CDPHE:** Colorado Department of Public Health and Environment
4. **CMP:** Collaborative Management Programs funded by CDHS
5. **Coalition Members:** Coalition members include all participants of the organized group engaged in the CTC Model representative of the many sectors recommended to be a part of local prevention decision-making: youth, parents, residents, public health, youth-serving organization, such as mentoring and after school programs, local education authority, community-based organization addressing prevention, local housing and human services, local community health and/or health care organization, local law enforcement, local business, and elected officials. These Coalition Members should represent the diversity of the community they represent. Coalition Members is inclusive of participants in the key leader board, community board, and workgroups as outlined in the CTC Model.

6. **Community Action Plan (CAP):** This comprehensive and community-wide action plan defines the community engagement process and Primary Prevention plan of CTC. Part 1 of this plan includes the Coalition Members engaged, existing Primary Prevention efforts within the community, the prioritization process of the data, the risk and protective factors that the community selected to address, and the selected Primary Prevention strategies and programs that the community, not the lead agency, has decided to prioritize to reduce those risk or improve those protective factors. The plan is ideally comprehensive when it includes strategies and practices that cross the Socio-Ecological Model, including programs for individuals and families, policy improvements for organization and local governance, and efforts to shift the community norms to reflect the Social Development Strategy. Part 2 of this plan, sometimes called the implementation and evaluation plan, ultimately specifies the steps that the community will take to implement the action plan, capacity building, funding, and outlines how those steps will be measured for success. Part 2 of the plan addresses gaps that exist within the community and is fluid as the Coalition Members shift their implementation strategies to adjust to an ever-changing environment.
7. **Communities That Care (CTC) Model:** The CTC Model is an evidence-based community engagement and Prevention Science approach identified as a promising program by the Blueprints for Healthy Youth Development evidence-based registry. CTC includes 5 phases of implementation with milestones outlined for each phase:
 - phase 1: Get Started
 - phase 2: Get Involved
 - phase 3: Develop Community Profile
 - phase 4: Create a Plan
 - phase 5: Implement and Evaluate
7. **CTC Community Mobilizer:** The CTC Community Mobilizer is responsible supporting the community Coalition groups to understand and implement the CTC Model. This position will encourage the use of evidence-based approaches as the local Coalition plans, develops, implements, monitors, and sustains prevention strategies aligned to community needs. The Community Mobilizer's guidance and support throughout CTC implementation will advocate for community-driven practices and emphasize capacity building of Coalition Members. This role will have various responsibilities, and will also be tasked with sharing responsibility, leadership, and ownership with the community Coalition Members. There is one CTC Community Mobilizer per Grantee.
8. **CU Anschutz:** University of Colorado Anschutz Medical Campus
9. **DCJ:** Division of Criminal Justice
10. **DfC:** Drug Free Communities Grant recipients from the Office of National Drug Control and Policy
11. **External Evaluation Entity:** CDPHE will hire an external evaluation agency to conduct cross-site evaluation of implementation across the state, as well as to provide subject matter expertise and technical assistance to improve data-driven decision-making and local evaluation planning for CAPs.
12. **FTE:** Full Time Equivalent staff.
13. **Geographic Area of Focus:** the boundaries of the community selected for intervention by the Contractor. Defined geographic boundaries support the External Evaluation Entity in identifying data sources to monitor for outcome evaluation over time.
14. **HKCS:** Healthy Kids Colorado Survey
15. **MCH:** Maternal Child Health programs funded at local public health agencies throughout the state.
16. **OBH:** Office of Behavioral Health at the Colorado Department of Human Services
17. **Prevention Science:** Prevention Science focuses on the development of evidence-based strategies that reduce risk factors and enhance protective factors to improve the health and wellbeing of individuals, families, and communities. A central tenet of Prevention Science is the promotion of health equity and reduction of disparities by studying how social, economic and racial inequalities and discrimination influence healthy development and wellbeing. The application of well-tested practices, strategies and policies generated by Prevention Science can lead to substantial cost-savings by investing in upstream strategies to avoid downstream costs. An integrated delivery

system of comprehensive evidence-based prevention strategies that crosses many public sectors with scientifically-based guidance and resources to legislative and administrative decision-makers will facilitate the integration of best practices from Prevention Science into policy.

18. **Primary Prevention:** As defined by the Centers for Disease Control's (CDC) Principles of Prevention Guide, Primary Prevention takes place BEFORE substance misuse (or other health behavior) initially occurs. It involves programs and strategies designed to reduce the factors that put people at risk for substance misuse or exposure. Or, they encourage the factors that protect or buffer people from substances.
19. **Positive Youth Development (PYD):** PYD is an approach that guides communities and organizations in the way that they organize services, opportunities and supports. In practice, this approach incorporates the development of skills, opportunities and authentic relationships into programs, practices and policies, so that young people reach their full potential.
20. **SB94:** Programs funded by CDHS authorized through Senate Bill 94.
21. **Shared Risk and Protective Factors:** Research from the Centers of Disease Control and Prevention shows that many forms of violence and injury are connected and share many of the same risk and protective factors. These factors can put someone more or less at risk of experiencing substance misuse, poor educational attainment, violence and injury.
22. **Social Development Strategy (SDS):** Providing young people with opportunities, skills and recognition strengthens bonding with family, school and community. Strong bonds motivate young people to adopt healthy standards for behavior. The strategy has five key components:
 - 1) Opportunities: Provide developmentally appropriate opportunities to young people, for active participation and meaningful interaction with prosocial others.
 - 2) Skills: Teach young people the skills they need to succeed
 - 3) Recognition: Provide consistent specific praise and recognition for effort, improvement, and achievement.
 - 4) Bonding: Acknowledge a young person's effort and promote positive bonding — a sense of attachment, emotional connection and commitment to the people and groups who provide that recognition. Bonding can occur with a family member, teacher, coach, employer or neighbor.
 - 5) Clear Standards for Behavior: Through the process of bonding, young people become motivated to live according to the healthy standards of the person or group to whom they are bonded.
23. **Socio-Ecological Model:** CDC uses a four-level Social-Ecological Model to better understand domains that influence decisions, behaviors, and outcomes and the effect of potential prevention strategies in influencing positive changes in these domains. This model considers the complex interplay between individual, relationship, community, and societal factors.
24. **State-funded programs:** Examples of state-funded prevention programs include the Tony Grampas Youth Services projects, sexual violence prevention programs, communities funded by the Office of Suicide Prevention, Maternal Child Health, CDE grantees, collaborative management programs, community substance misuse treatment programs funded by OBH, Senate Bill 94 programs, Regional Accountable Entities funded by Health Care Policy and Financing, and other Division of Criminal Justice programs.
25. **Substance misuse:** substance misuse among youth includes underage use of marijuana and alcohol and the misuse of prescription drugs/opioids. Additional substances may be included in the definition of substance misuse by a community if they have documented data of misuse or abuse among youth in their community, excluding tobacco.
26. **TGYS:** Tony Grampas Youth Services grants for Primary Prevention programs in communities.

IV. Work Plan:

Goal #1: Create healthy, thriving and resilient communities, free from violence and injury.

<p>Objective #1: No later than the expiration date of this contract, maintain an organized group of Coalition Members who are prepared to use Prevention Science to impact Shared Risk and Protective Factors in the lives of youth in their Geographic Area of Focus.</p>	
<p>Primary Activity #1</p>	<p>The Contractor shall facilitate a group of Coalition Members that represent the Geographic Area of Focus through the milestones and phases 1 and 2 of the CTC Model, in order to develop their capacity to drive decisions that promote Prevention Science within their community.</p>
<p>Sub-Activities #1</p>	<ol style="list-style-type: none"> 1. The Contractor shall provide a CTC Community Mobilizer that is 0.75 FTE or greater. 2. The Contractor shall define the parameters of the Geographic Area of Focus in order to recruit Coalition Members from the area. 3. The Contractor shall retain diverse Coalition Members to serve on the key leader board and community board. 4. The Contractor shall provide a list of middle and high schools in their Geographic Area of Focus to the CU Anschutz HKCS team to encourage focused recruitment of those schools in the HKCS. 5. The Contractor shall retain leaders of state-funded upstream prevention projects within the Geographic Area of Focus to participate in the CTC process. 6. The Contractor shall retain leaders of state-funded opioid prevention and intervention projects within the Geographic Area of Focus to participate in the CTC process. 7. The Contractor shall act as a liaison linking CU Anschutz HKCS staff to schools for recruitment for survey administration. 8. The Contractor shall request a report sharing agreement with local schools to receive HKCS scaled risk and protective factor reports once every two years, 9. The Contractor shall provide professional development opportunities to support the CTC Community Mobilizer’s ability to effectively facilitate Coalition Member growth and sustainability to address Prevention Science. 10. The Contractor shall use group facilitation skills and tools, provided by CDPHE, to guide the Coalition Members through the CTC process. 11. The Contractor shall facilitate the Coalition Member’s development through the milestones of phases 1 and 2 in the CTC Model. 12. The Contractor shall increase Coalition Members’ capacity to implement Prevention Science approaches within the community. 13. The Contractor shall implement milestones from phases 1 and 2 needed to support Coalition Member progress in achieving milestones from phases 3-5. 14. The Contractor shall hold a minimum of one (1) Coalition Member meeting per month. 15. The Contractor shall complete the CTC milestones tool. 16. The Contractor shall send community Coalition Members agendas, resources, and updates in advance to prepare for meetings. 17. The Contractor shall facilitate delegation of CTC Model, workgroup, and phase tasks.

	<ol style="list-style-type: none"> 18. The Contractor shall train Coalition Members to expand community outreach. 19. The Contractor shall participate in all required technical assistance meetings conducted by the CDPHE CTC team. 20. The Contractor shall complete an equity assessment to identify the ways in which CTC community mobilizing contributes to oppression in the community. 21. The Contractor shall implement changes identified in the equity assessment. 22. The Contractor shall participate in all cross-site evaluation activities required by the External Evaluation Entity. 23. The Contractor shall request training and technical assistance from the External Evaluation Entity on how to use local data to drive decision-making. 24. The Contractor shall document progress on this primary activity and alignment to the CTC Model in the regular progress reports, using the CDPHE provided template.
<p>Primary Activity #2</p>	<p>The Contractor shall document progress on the CAP part 2.</p>
<p>Sub-Activities #2</p>	<ol style="list-style-type: none"> 1. The Contractor shall monitor implementation of any Primary Prevention strategies focused on risk or protective factors within the community to avoid duplication. 2. The Contractor shall document implementation of specific action steps and related evaluation measures, using the CDPHE provided template. 3. The Contractor shall document successes and challenges encountered by Coalition Members while implementing CAP part 2 strategies. 4. The Contractor shall reassess CAP part 2 activities to identify appropriate lead agency involvement and funding needs for sustainability. 5. The Contractor shall track Coalition Member progress toward implementation of the steps outlined in the CAP. 6. The Contractor shall document Primary Prevention strategy and program updates in the CAP part 2. 7. The Contractor shall make quality improvements to the CAP Part 2 that align with outcome-focused planning. 8. The Contractor shall complete an equity assessment to identify the ways in which CAP implementation contributes to oppression in the community. 9. The Contractor shall adjust the CAP part 2 implementation to adjust for issues identified through an equity impact assessment. 10. The Contractor shall update the CTC milestones tool for phase 5. 11. The Contractor shall complete the evaluation portions of the CAP Part 2, using the CDPHE provided template. 12. The Contractor shall request training and technical assistance from the External Evaluation Entity on how to complete the evaluation portions of the CAP Part 2. 13. The Contractor shall document progress on this primary activity and alignment to the CTC Model in the regular progress reports, using the CDPHE provided template.

Standards and Requirements	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor documents and website content for updates and comply with all updates. 2. CDPHE will provide the Contractor with a list of all required technical assistance meetings. 3. CDPHE will provide the Contractor with a list of all cross-site evaluation activities required by the External Evaluation Entity. 4. CDPHE will provide the Contractor with the template to document implementation of specific action steps and related evaluation measures. 5. The Contractor shall retain Coalition Members from state- and federally-funded programs that exist within their Geographic Area of Focus, including other funded prevention programs from CDE, MCH, TGYS, CMPs, SB94, DfCs, OBH, AG, or DCJ. 6. The Contractor shall adhere to the CTC Model for all activities. The CTC Model is available at the following website: http://www.communitiesthatcare.net/how-ctc-works/, which is incorporated and made part of this Contract by reference. 7. CDPHE will provide a CTC milestones tool on which the Contractor can track implementation of relevant activities. 8. The Contractor shall provide CDPHE with all information on any adjustments made to the CTC Model. 9. CDPHE will provide the Contractor with the template for the implementation and evaluation portions of the CAP Part 2. 10. The Contractor shall update the CTC milestones tool with input from the workgroups, boards, and other Coalition Members engaged in CTC and with guidance from the CDPHE Staff. 11. CDPHE will provide the Contractor with a program manual that outlines CTC Model implementation expectations. 12. The Contractor shall require the CTC Community Mobilizer demonstrate the skills identified in the CTC Community Mobilizer job description and skill assessment. 13. CDPHE will provide the Contractor with group facilitation skills and tools to help guide the Coalition Members engaged in the CTC Model. 14. The Contractor shall have a minimum of one (1) trained CTC Community Mobilizer present at each Coalition Member meeting. 15. The Contractor shall require that all CTC Community Mobilizers using the CTC Model have successfully completed the Community Mobilizer Training, content mastery assignment, and working with a CTC coach, in advance of launching CTC Model in their communities. 16. The Contractor shall adhere to all CTC Plus license agreement requirements. 17. The Contractor shall facilitate the CTC Coalition toward implementation and improvement across all six of the Elements of Effective Coalitions, found at https://drive.google.com/file/d/10pk-oiLdexeUbaGEomGq6DGC5dljpGG7/view, incorporated and made part of this Contract by reference. 18. The Contractor shall include a CTC Community Mobilizer for all required technical assistance meetings.
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19. The Contractor shall assist in all data collection efforts from the External Evaluation Entity in order to help with continuous program quality improvement, upon request by CDPHE.
20. The Contractor shall use training and technical assistance from the External Evaluation Entity to complete the evaluation portions of the CAP Part 2.
21. The Contractor shall use the Office of Health Equity's Sweet Tool on Authentic Community Engagement to move through the spectrum of engagement toward Shared Leadership with Coalition Members. This information is incorporated and made part of this Contract by reference, and is available at the following website: <https://drive.google.com/file/d/119lenKB-zvTeQHUjanB0MS7rKx-Wr-UJ/view>
22. The Contractor shall provide Coalition Member meetings with access to these items:
 - a. convenient location,
 - b. meetings held at a convenient time that does not conflict with work and school schedules,
 - c. available public transportation,
 - d. childcare accessibility,
 - e. interpretation needs, and
 - f. food.
23. The Contractor shall reimburse Coalition Members for their time and expertise if they participate outside of their employment or paid time.
24. The Contractor shall provide language interpretation at CTC Coalition Member meetings when there are non-English speaking community members participating.
25. The Contractor shall use annual feedback from cross-site evaluation activities required by the External Evaluation Entity to identify opportunities for development and quality improvement that will support program outcomes.
26. The Contractor shall require staff to participate in professional development opportunities, including grantee meetings, the Community Mobilizer training, effective facilitation strategies, positive youth development, accessing data resources, prevention-science, and other trainings as identified by CDPHE.
27. The Contractor shall use the positive youth development in action rubrics (adult and youth version) to build capacity and evaluate effective youth involvement. This document is incorporated and made part of this Contract by reference and is available at the following website: <https://sites.google.com/state.co.us/pydinaction/resources>
28. CDPHE will provide the Contractor with a menu of Primary Prevention strategies across the Socio-Ecological Model for Coalition Member's implementation within the CAP.
29. The Contractor shall comply with the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards) website for all health related communications. This document is incorporated and made part of this Contract by reference and is available at the following website: [.http://www.integration.samhsa.gov/EnhancedCLASStandardsBlueprint.pdf](http://www.integration.samhsa.gov/EnhancedCLASStandardsBlueprint.pdf) .
30. The Contractor shall not use CTC funds to purchase ad space for existing statewide social marketing campaigns.
31. The Contractor shall use only marijuana research or statements on the health effects outlined by the Retail Marijuana Public Health Advisory Committee. These approved health statements and factsheets are incorporated and made

EXHIBIT B

	<p>part of this Contract by reference and are available on the following website https://marijuanahealthinfo.colorado.gov/.</p> <p>32. The Contractor shall use the CDPHE-approved progress and final report templates, to be provided by CDPHE.</p> <p>33. The Contractor shall provide to CDPHE upon request written procedures related to gift card purchase and handling. At a minimum, the procedures must include the following:</p> <ul style="list-style-type: none"> a. How the gift card inventory is tracked and maintained; b. Gift card storage and safeguards against theft; c. The primary person responsible for securing and distribution gift cards; d. A gift card distribution log that records each gift card number, dollar amount, reason for receiving the gift card, and the printed name and signature of each gift card recipient. <p>34. The Contractor shall provide CDPHE with an updated staff roster of CTC Community Mobilizers and other staff within two (2) weeks of any staffing change.</p> <p>35. The Contractor shall consult with their CDPHE Staff prior to making changes to Parts 1 or 2 of the Community Action Plan that would alter the objectives of either plan in order to maintain alignment to best practices.</p> <p>36. CDPHE will review and provide feedback on best practices for Parts 1 and 2 of the Community Action Plan within 20 business days.</p> <p>37. The Contractor shall consult with their CDPHE Staff on feedback for Parts 1 and 2 of the Community Action Plan prior to strategy and program implementation.</p> <p>38. The Contractor shall use current social marketing campaign materials provided by CDPHE, when social norms change is selected as part of the CAP.</p>
<p>Expected Results of Activity(s)</p>	<p>Maintain high capacity groups of Coalition Members including residents, youth, and professionals who are ready to drive decision-making throughout the community to support the Social Development Strategy, Positive Youth Development approaches, address equity and racial justice, and to implement Prevention Science approaches in subsequent years of funding using the CTC Model across Colorado.</p>
<p>Measurement of Expected Results</p>	<p>1. Progress report on primary activities using a CDPHE approved template.</p>
	<p>Completion Date</p>
<p>Deliverables</p>	<p>1. The Contractor shall submit a progress report on primary activities using a CDPHE approved template.</p> <p>No later than 9/30, 12/31, 3/31, 6/30 annually</p>

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Staff. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

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



COLORADO
 Department of Public
 Health & Environment

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing # 2022*0148

Contractor Name	Gunnison County/Gunnison County Substance Abuse Prevention Project (GCSAPP)	Program Contact Name, Title, Phone and Email	Kari Commerford, Director of Juvenile Services/GCSAPP (970)-642-7393 kcommerford@gunnisoncounty.org
Budget Period	July 1, 2021 through June 30, 2022	Fiscal Contact Name, Title, Phone and Email	Jody Wise, Finance, (970) 641-7679 jwise@gunnisoncounty.org
Project Name	Shared Risk and Protective Factor Approach to Substance Misuse Prevention	Contract (CT or PO) Number	CT FHLA 2022*0148

Expenditure Categories

**Personal Services
 Salaried Employees**

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Communities that Care Community Mobilizer/Manager	This position is responsible for coordinating the Communities That Care project with fidelity, including Community Board and Key Leader Board member engagement; communication; meetings; reporting on the project; maintaining communication with community partners and community members; and coordinating implementation of evidence-based youth substance abuse prevention strategies. This position is a minimum of 0.75 FTE	\$ 80,172.00	\$ 6,374.66	75.0%	\$ 64,910.00

**Personal Services
 Hourly Employees**

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Protective Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting schedules and other logistics for PYD education activities. Ensures sustainability of PYD strategy by working with community partners on securing funding and working towards collective impact.	\$ 28.00	\$ 8.00	442.0	\$ 15,912.00

Risk Factor Strategy Lead	This position provides support to the Community Mobilizer to manage contact lists, meeting schedules, food ordering, technology, printing, and other logistics related to Toxic Stress and Family Friendly Business Practices education including ensuring sustainability by working with the Early Childhood Council, Chamber of Commerce, Gunnison Valley Health and other community stakeholders	\$ 28.00	\$ 8.00	416.0	\$ 14,976.00
Youth Engagement/Programming Coordinator	Oversees all youth advisors, assists with local GSA and Latino youth groups and ensures the coalition is practicing PYD and youth engagement strategies to fidelity.	\$ 28.00	\$ 8.00	1040.0	\$ 37,440.00
Communications Coordinator	This position provides support to the Community Mobilizer to manage Coalition contact lists, communicates information to the public through media and printed materials, oversees community reports - creation and delivery.	\$ 28.00	\$ 8.00	832.0	\$ 29,952.00
Total Personal Services (including fringe benefits)					\$ 163,190.00
Supplies & Operating Expenses					
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE	
Conference Registration <i>(participant support cost)</i>	Registration for Annual Shared Risk and Protective Factor (SRPF) Conference for 4 coalition members. <i>* excluded from indirect.</i>	\$ 250.00	4.0	\$ 1,000.00	
Supplies-Office	Pens, paper, sticky notes, highlighters, tablets, file folders, presentation boards, flash drives, batteries that will be used by Community Mobilizer at meetings and trainings. Costs are estimated based on monthly averages for similar programs.	\$ 20.00	12.0	\$ 240.00	
Equity Lab	6 in person equity lab meetings . \$160 x 6 = \$960. \$100 per session to cover the cost of facilitation/materials and food at \$6pp x 10 = \$60 per session. The purpose of the equity lab is to ensure sustainability and collaboration of health equity across the community. It is important to provide food for these meetings in order to provide an incentive to stakeholders, because the meetings often occur over the lunch hour, after work, or on weekends. Food will only be provided for in person meetings and will not be provided for virtual meetings. Food for meetings is allowed per CTC RFA	\$ 160.00	6.0	\$ 960.00	

Equity Training	2 equity lunch and learn presentations for coalition and community members in order to continue to educate community about health equity. \$200 per presentation for presenter fee and food at \$8.50 x10 people per meeting = \$170 (400+170=570). \$285 per meeting x 2 = \$570.00. It is important to provide food for these meetings in order to provide an incentive to stakeholders, because the meetings often occur over the lunch hour, after work, or on weekends. Food will only be provided for in person meetings and will not be provided for virtual meetings. Food for meetings is allowed per CTC RFA	\$ 285.00	2.0	\$ 570.00
Meeting Costs	Lunch for in-person Workgroup Meetings and coalition meetings. 18 workgroup meeting per year (10 people x \$12pp = \$2,160). 6 coalition meetings per year (20 people x \$15pp = \$1,800). Food provided as an incentive and to clear barriers for stakeholders as the meetings often occur over the lunch hour. Food for meetings is allowed per CTC RFA.	\$ 3,960.00	1.0	\$ 3,960.00
Incentives (participant support cost)	Incentives to acknowledge community member (parent, youth, or resident) time and expertise to contribute to the goals of the coalition. \$30 per person x 15 persons x 12 events. <i>*excluded from indirect</i>	\$ 450.00	12.0	\$ 5,400.00
Computer Costs	We pay monthly computer costs to the county \$300/mo. per computer - costs 2.5 FTE	\$ 750.00	12.0	\$ 9,000.00
Copy & Print Supplies	Community engagement and meeting materials, PYD training materials, flyers, promotional cards, and educational materials for surveys and events. Average is \$50 per month.	\$ 50.00	12.0	\$ 600.00
Advertising and Promotional Costs	Costs for informing and educating the community about risk and protective factors and ways to support youth . \$300/mo. Based on cost of monthly newspaper ads.	\$ 182.00	12.0	\$ 2,184.00
Total Supplies & Operating				\$ 23,914.00
Travel				
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Mileage	Mileage, paid at the IRS mileage rate of \$0.575 per mile for Community Mobilizer. This includes 2 trips to Denver to attend trainings, 1 trip to attend annual SRPF conference (2200 miles RT x .575 x 2)	\$ 0.575	4400.0	\$ 2,530.00
Lodging	Lodging for Community Mobilizer and 1 coalition member to attend 2 trainings in Denver (3 nights X \$195 per night x 2 rooms), at the SRPF Conference (3 nights x \$144 per night x 2 rooms), 1 additional professional development and coalition skill building training in Denver (3 nights @ \$195 per night x 2 rooms) <i>*\$1,602 for coalition member lodging is excluded from indirect.</i>	\$ 1,602.00	2.0	\$ 3,204.00

Meals	Meal estimate based on GSA per diem rates for most of Colorado (2 travel days at \$57 + 2 full days at \$76 x 2 people (Community Mobilizer and 1 coalition member) x3 trips *\$798 for coalition member meals is excluded from indirect.	\$ 798.00	2.0	\$ 1,596.00
Total Travel				\$ 7,330.00
Contractual				
Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Gunnison Valley Mentors	Time and expertise dedicated to supporting the community members engaged in the process and leading collective change across the community for Risk and Protective Factor Strategies. 6 hours a week for one staff member at \$20/hr.	\$ 20.00	312.0	\$ 6,240.00
Community Champion	This position is responsible for building capacity for other parents or residents who are engaged in the project and who participate voluntarily and not as part of a professional role. They support action planning and implementation. \$25/hr. x estimated 20 hr. mo.	\$ 25.00	260.0	\$ 6,500.00
Youth Advisor	2 university students to work with GCSAPP, attends all coalition meetings, chooses one implementation strategy to work on and helps to deliver presentations . \$25/hr. x 10 hour per month per youth x 10 months. This helps ensure that we are having youth voice in all of our work.	\$ 25.00	200.0	\$ 5,000.00
Total Contractual				\$ 17,740.00
SUB-TOTAL OF DIRECT COSTS				\$ 212,174.00
Indirect				
Item	Description of Item	Total Amount Requested from CDPHE		
Federally-Negotiated Indirect Cost Rate				
CDPHE-Negotiated Indirect Cost Rate	Gunnison County has a CDPHE negotiated rate of 24.87% MTDC but has opted to assess a lesser rate of 5% Modified Total Direct Costs for this grant.	\$ 10,168.00		
De Minimis Indirect Cost Rate				
Total Indirect				\$ 10,168.00
TOTAL				\$ 222,342.00

EXHIBIT D

OPTION LETTER #: Click here to enter text.

State Agency : Colorado Department Of Public Health and Environment 4300 Cherry Creek Dr S Denver, CO 80246				Original Contract # Click here to enter text.		
Contractor (Name and Address) Click here to enter text.				Option Contract Number Click here to enter text.		
Contract Performance Beginning Date : Click here to enter a date.				Current Contract Expiration Date : Click here to enter a date.		
CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Routing #	Federal Funding Amount*	State Funding Amount	Other Funding Amount	Term (dates)	Total
OL #1						\$
Original						\$
Current Contract Maximum Amount (YTD)						\$

1) OPTIONS

- A. Option to extend for an Extension Term
- B. Option to change quantity of goods under the Contract
- C. Option to change quantity of services under the Contract
- D. Option to change Contract rates
- E. Option to initiate next phase of Contract

2) REQUIRED PROVISIONS:

- A. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above the State hereby exercises its option for an additional term, beginning **Click here to enter a date.** and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above, the State hereby exercises its option to **Choose an item.** the quantity of **Choose an item.** at the rates stated in the Original Contract as amended for the following reason: **Click here to enter text.**
- C. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above the State hereby exercises its option to modify the Contract rates specified in **Click here to enter text.** for the following reason: **Click here to enter text.** The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above, the State hereby exercise its option to initiate Phase **Click here to enter text.**, which shall begin on **Click here to enter a date.** and end on **Click here to enter a date.** at the cost/price specified in Section **Click here to enter text.**
- E. The Contract Maximum Amount table is deleted and replace with the Current Contract Maximum Amount Maximum Amount table shown above.

3) OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller or **Click here to enter a date.** whichever is later.

EXHIBIT D

<p>PROGRAM APPROVAL</p> <p>By: _____</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Department of Public Health and Environment Jill Hunsaker Ryan MPH, Executive Director</p> <hr/> <p>By: Lisa McGovern, Purchasing & Contracts Section Director, CDPHE</p> <p>Date: _____</p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Letter of Support Approval; Colorado River Distric

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Janna Hansen - Director of Parks, Recreation, Open Space & Trails for the Town of CB - is applying for a Colorado River District Grant and is asking for a letter of support.

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: 4/13/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 4/19/2022

Melanie Bollig

Subject: FW: Agenda item for BOCC
Attachments: 7-MapSlateRiverAccess.pdf; Crested Butte - Paradise Park River Access - Conceptual Plan_Final.pdf

From: Janna Hansen <jhansen@crestedbutte-co.gov>
Sent: Wednesday, March 9, 2022 4:58 PM
To: Melanie Bollig <MBollig@gunnisoncounty.org>; Loren Ahonen <LAhonen@gunnisoncounty.org>
Subject: RE: Agenda item for BOCC

[EXTERNAL SENDER - USE CAUTION]

Hi Melanie,

Thanks so much for your guidance! I will send you a letter to be approved by the BOCC by 4/12 in Word to make formatting as easy as possible. I do not need to present to the Board but am happy to do so if they are interested in learning more about the project. Here is a brief overview of the project (see attached map and concept plan, and details below). Please let me know if you think they would like a presentation and I will prepare one for them. I will be out of town on 4/19 as it is our spring break, so if you think they would like a presentation we would need to move this item to their 5/3 agenda.

Project: Rec Path Bridge River Access Project

Outcomes:

- Provide ADA access to the Slate River
- Decommission multiple braided trails throughout the site
- Stabilize the river bank with large seating boulders that will also provide recreational space for users to interact with the river
- Restore damaged wetland areas with the planting and seeding of riparian vegetation

The project will include the following elements:

- Concrete ADA path and stairs with a boat slide and handrail to provide easier access to the river
- Boulder shoreline protection/seating area on both the upstream and downstream sides of the bridge
- River rock beach area
- Restoration of braided trails and other impacted areas throughout the easement area through revegetation with seed and plugs (we plan to work with Bio Environs to provide appropriate seed and plants)
- Installation of a gravel path along the river to formalize access throughout the easement area
- Installation of a split rail fence along the eastern easement boundary to deter trespass
- Installation of signage at multiple locations throughout the easement area to help prevent trespass

Thank you so much, Melanie!

Janna

JANNA HANSEN | *Director of Parks, Recreation, Open Space & Trails*
Town of Crested Butte
PO Box 39 | 507 Maroon Avenue
Crested Butte, CO 81224

970.349.5338 x110

www.crestedbutterec.com

www.townofcrestedbutte.com



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Staff Report

4/12/22

To: Gunnison County Commissioners

Prepared By: Janna Hansen, Parks, Recreation, Open Space & Trails Director for the Town of Crested Butte

Subject: Letter of Support to the Colorado River District Community Funding Partnership for the Rec Path Bridge River Access and Restoration Project Grant Application

Summary: The Town of Crested Butte is applying for a grant in the amount of \$45,000 for the Rec Path Bridge River Access and Restoration Project through the Colorado River District's Community Funding Partnership ("District"). The District requires as part of the application process that applicants provide letters of support from their local municipality and Board of County Commissioners. The Crested Butte Town Council signed a letter of support at their March 21st meeting.

Background: This project will marry recreational access with stewardship in the Town's public river access easement area along the Slate River (see map below). This easement was granted during the Verzuh annexation and is bisected by the Verzuh Open Space, currently owned by Wynn and Ryan Martens of Sheep Mountain Partners, LLC, and Lot 6 of the McCormick Ranch subdivision currently owned by Luke and Kathryn Kissam of Denovo Mountains, LLC. The Martens and Kissams have both provided letters of support for this project.

The project outcomes include the following:

- Provide ADA access to the Slate River
- Decommission multiple braided trails throughout the site
- Stabilize the riverbank with large seating boulders that will also provide recreational space for users to interact with the river
- Restore damaged wetland areas with the planting and seeding of riparian vegetation

The project will include the following elements:

- Concrete ADA path and stairs with a boat slide and handrail to provide easier access to the river
- Boulder shoreline protection/seating area on both the upstream and downstream sides of the bridge
- River rock beach area

- Restoration of braided trails and other impacted areas throughout the easement area through revegetation with seed and plugs (we plan to work with Bio Environs to provide appropriate seed and plants)
- Installation of a gravel path along the river to formalize access throughout the easement area
- Installation of a split rail fence along the eastern easement boundary to deter trespass
- Installation of signage at multiple locations throughout the easement area to help prevent trespass

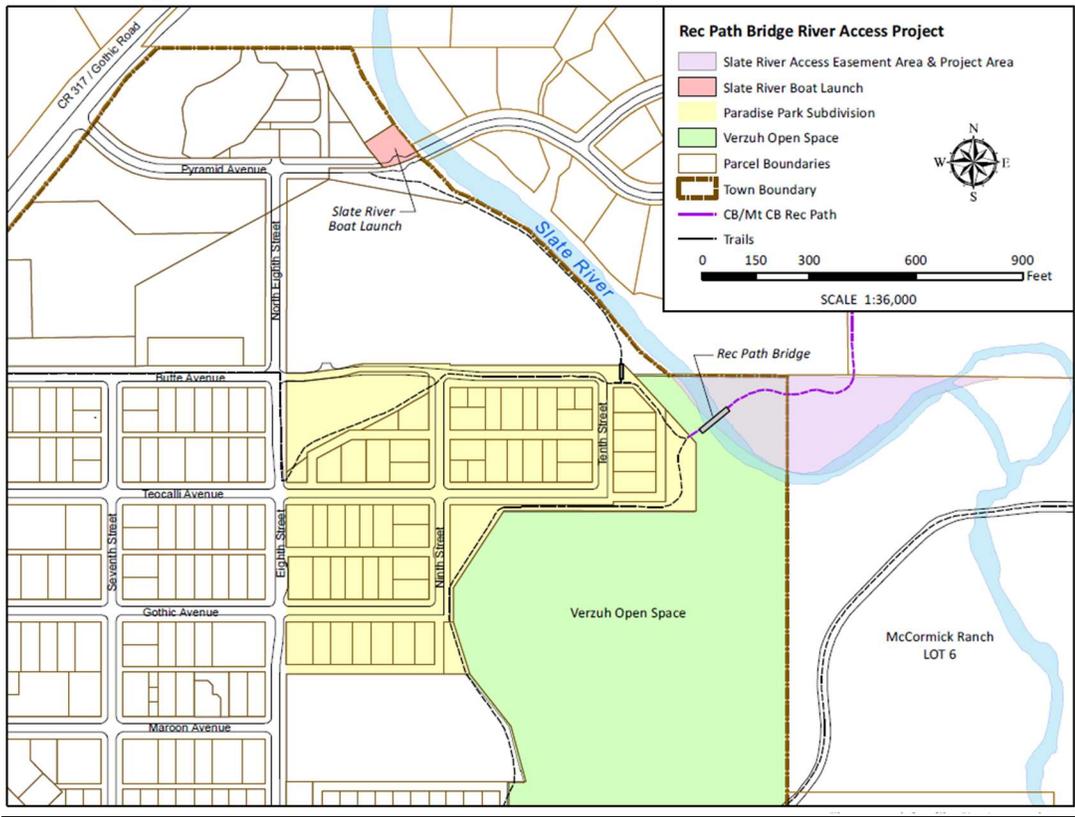
The Crested Butte Town Council approved \$200,000 for this project in the 2022 budget adoption. Town Staff has been in communication with the County’s Community Development staff and the United States Army Corps of Engineers about this project. No permitting is required for this project.

Climate Impact: This project will restore damaged wetland areas which are part of a larger wetland system throughout the upper stretch of the Slate River. Wetlands play an important role in climate change because of their ability to reduce greenhouse gases.

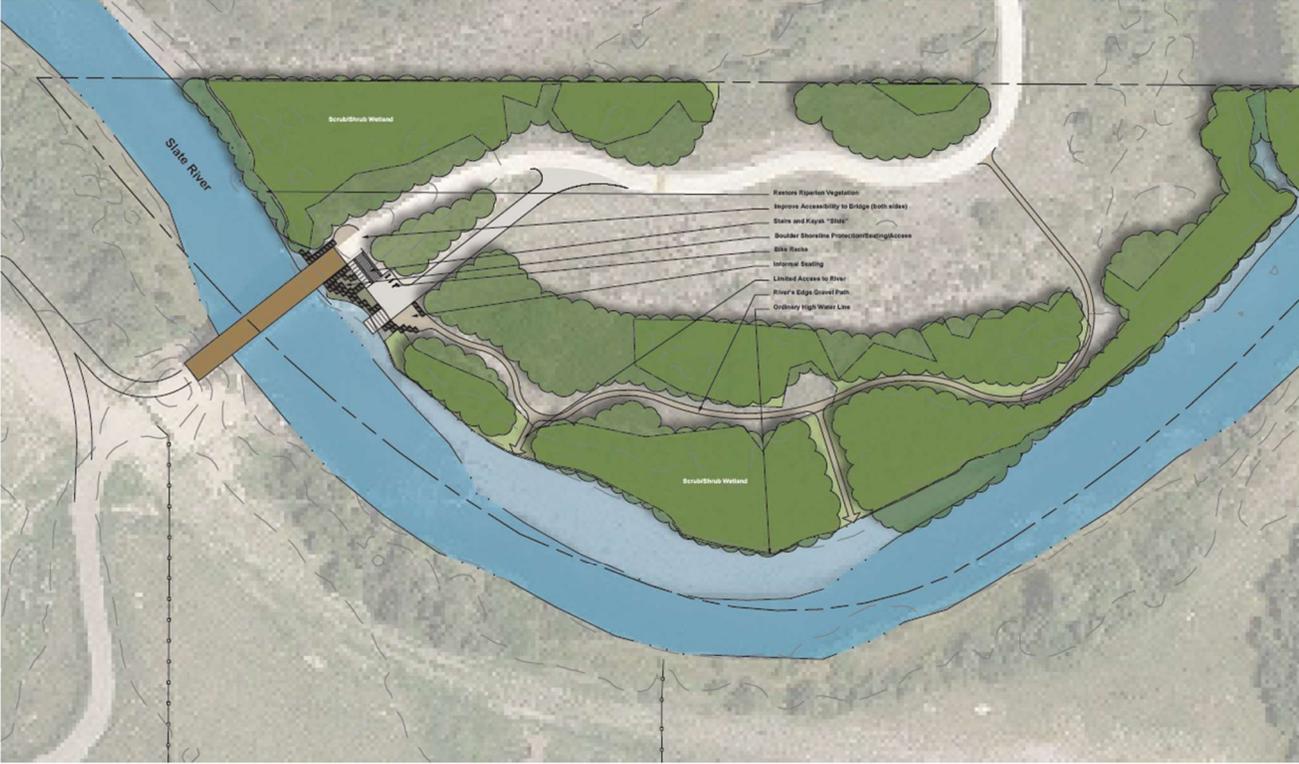
Financial Impact: Town Staff has applied for the following grants to help offset costs of this project for a total amount of \$105,000. If these grant applications are successful, it will cut the Town’s funding obligation in half thereby greatly reducing the amount of money taken from the Town’s capital fund.

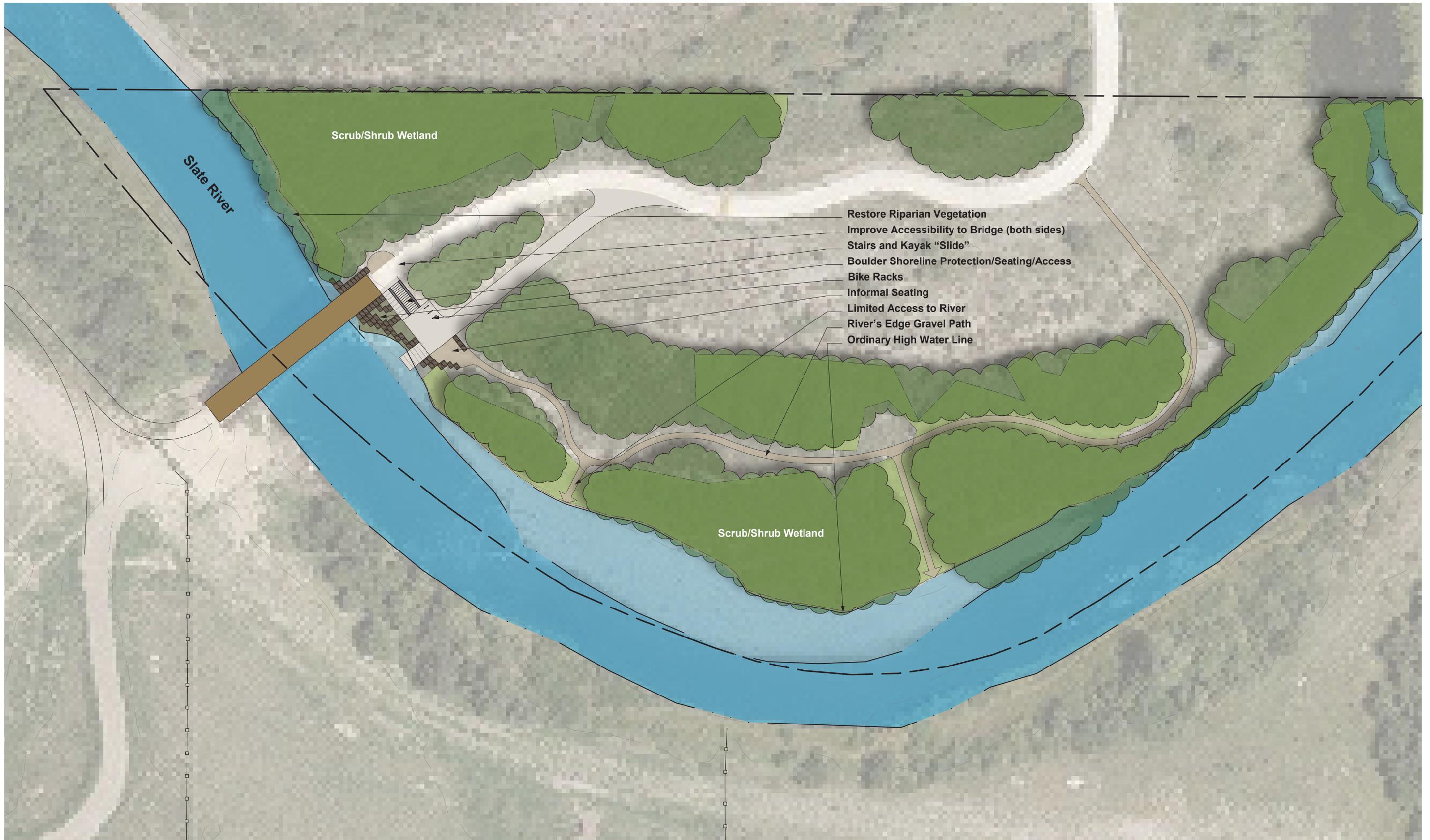
- Upper Gunnison River Water Conservancy District Funding Awarded - \$40,000
- Colorado River District Funding Request (Pending) - \$45,000
- Colorado Parks and Wildlife Funding Request (Pending) - \$10,000

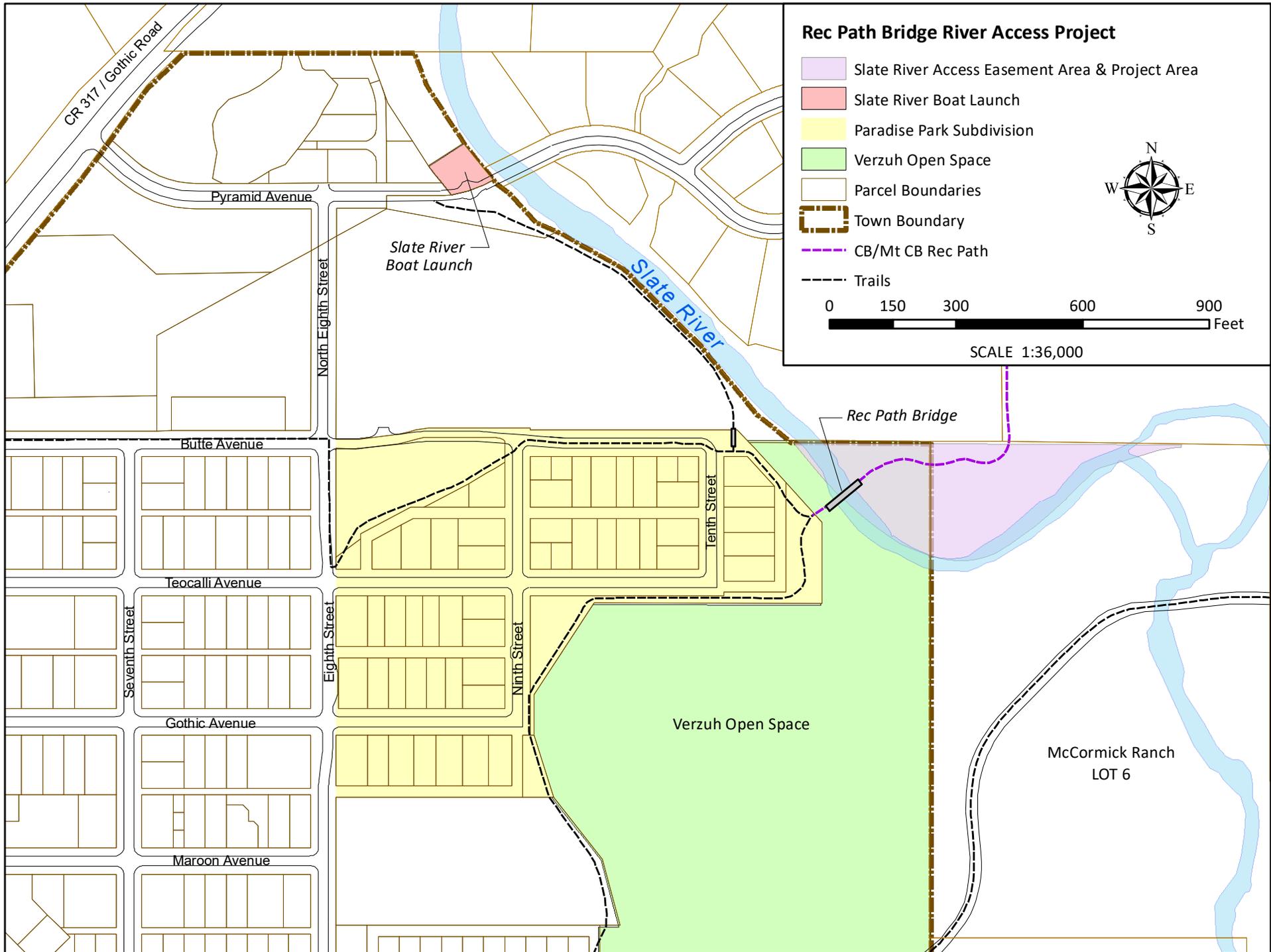
Project Map:



Project Concept:







Rec Path Bridge River Access Project

- Slate River Access Easement Area & Project Area
- Slate River Boat Launch
- Paradise Park Subdivision
- Verzuh Open Space
- Parcel Boundaries
- Town Boundary
- CB/Mt CB Rec Path
- Trails





SCALE 1:36,000



Gunnison County Board of County Commissioners

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

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

April 19, 2022

Amy Moyer, Director of Strategic Partnerships
Colorado River District
201 Centennial Street | Suite 200
Glenwood Springs, CO 81601

Dear Amy,

Please accept this letter of support for the Town of Crested Butte's Rec Path Bridge River Access and Restoration Project on behalf of the Board of County Commissions of Gunnison County. As our vision statement asserts, Gunnison County cherishes its sense of community and place. We strive to preserve and promote the wellbeing of the County's citizens, natural environment, and rural character. We will deliver services and set standards that reflect our values and preserve our unique quality of life for present and future generations to enjoy. We believe that the Rec Path Bridge River Access and Restoration Project will add value to our community through its alignment with our vision of preserving the natural environment and promoting the wellbeing of our citizens.

Gunnison County shares the District's values of water protection and conservation, and is grateful for the funding opportunities afforded to Western Slope Communities through the Colorado River District's Community Funding Partnership. Gunnison County, like many mountain communities in Colorado, nurtures a delicate balance between recreation and conservation. This project will be an iconic example of a successful marriage between recreational access and conservation through the project goals of providing ADA access to the Slate River and restoring adjacent damaged wetlands and eroded riverbanks.

Gunnison County appreciates the opportunity to partner with the Colorado River District on important projects such as this that promote the health of our Colorado River Basin. We encourage you to fund the Town of Crested Butte's Rec Path Bridge River Access and Restoration Project and support the health of these critical headwaters of the Colorado River.

With gratitude,
The Gunnison County Board of Commissioners

Jonathan Houck, Commissioner

Liz Smith, Commissioner

Roland Mason, Commissioner

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's Approval; Circl

Action Requested: Other Grant App Approval to submit

Parties to the Agreement: Early Milestones

Term Begins: June 15, 2022

Term Ends:

Grant Contract #:

Summary:

\$125,000 Circle Grant for HHS on behalf of the Early Childhood Council. Continues EC Education workforce supports and staff time.

Fiscal Impact:

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 4/11/2022

County Attorney Review:

Required

Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 4/7/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/13/2022

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 4/19/2022

Name of Organization

Gunnison-Hinsdale Early Childhood Council (GHECC) housed under Gunnison County Department of Health and Human Services

Contact Name

Lana Athey – GHECC Co- Coordinator, lathey@gunnisoncounty.org

Mailing Address

220 N. Pine Street, Gunnison, CO 81230

Email

lathey@gunnisoncounty.org

Phone

(970)641-3244

Legal Status If 501(c)(3) provide a copy of IRS determination letter (first time requestors only):

Government Entity

Mission Statement or Purpose of Organization:

The Mission of the Gunnison Hinsdale Early Childhood Council is to expand and improve early childhood services and educational opportunities for families in Gunnison and Hinsdale counties.

Project Name

Elevate the Workforce Initiative

Amount Requested:

\$ 125,000

Briefly describe how your project will impact the selected population(s) * We anticipate two rounds of funding. If not awarded this round, would you consider technical assistance to apply for the second round of applications?

The early childhood workforce is a unique and vulnerable population. The majority of the early childhood providers in our community operate on razor-thin margins and rely heavily on the tuition paid by families as their primary and often sole source of revenue to cover payroll and additional operating expenses. Early childhood centers are in a unique space of providing quality care at an affordable price to families and attempting to appropriately compensate a workforce with the tuition received. The nature of childcare as a business is that tuition is

typically a financial stretch for families, centers struggle to pay their teachers living wages, and the ends just barely meet for the center, the families it serves, and the people it employs. This system has resulted in an early childhood workforce that is underpaid and with little or no access to benefits. The majority of early childhood centers in the Counties that we serve are unable to provide paid sick leave and pay their staff a living wage. This has led to a tremendous amount of turnover in our local early childhood workforce. Local early childhood centers report an average annual turnover rate of 40%, citing low wages, lack of benefits, and difficulty securing housing as the main reasons for leaving the field.

In an October 2021 local EC workforce survey only 57% of respondents stated that they intended to stay in the early childhood field for at least the next five years. Close to 22% cited a desire for better pay and benefits as the main reason they are considering leaving their position and 16% cited job burnout as the main reason behind their desire to leave their position. One early childhood center director stated that they have gone through approximately 15 employees in the last year to fill their 6 current teaching positions. Another center stated they had employed 22 teachers in 2020 in order to fill the 9 positions within their early childhood program. A February 2021 EC workforce survey respondents were asked to rate which benefits were most important to them on a scale of 1 to 5 (with 1 being least important and 5 most important), 76% of respondents rated a salary supplement as a 4 or 5 and 90% of respondents rated paid sick leave as a 4 or 5.

A large part of the GHECC's work over the last year has been in raising awareness around the importance of the early childhood workforce and the potential benefits of a local public investment in initiatives that strengthen our local early childhood workforce. Through focus groups held in February of 2022 as part of the transforming the workforce initiative it came to the GHECC's attention that our local early childhood educators do not feel that they are considered professionals by the community at large. The Council plans to shift the narrative around this perspective and draw attention to the vital role early childhood educators play in our community's health through a public awareness campaign and the continuation of newly developed benefits programs. The newly developed programs include a sick leave and EC credential stipend program developed in 2020 and 2021 as well as researching the effectiveness of two new innovative benefit programs to support our local early childhood workforce.

Target Population: Define the target population that will benefit from your efforts. *

The target population that will benefit from our efforts will be all of the EC educators employed at all 8 of the licensed child care centers and home providers in Gunnison and Hinsdale Counties. Currently, 85 EC educators reside in Gunnison and Hinsdale: 82 are in Gunnison County and 3 are in Hinsdale County.

The children and families with young children ages 0-5 will also benefit from our efforts as we expect these initiatives to allow for increased access to quality early childhood education in the Counties that we serve. Currently the population of children under the age of 6 in Gunnison and Hinsdale Counties is 839 children, 779 in Gunnison County and 60 in Hinsdale County.

Strategies: What strategies do you propose to undertake and in what time frame? *

The GHECC is proposing the following strategies:

1. Funding to support a paid sick leave and early childhood credential stipend program for EC educators in Gunnison and Hinsdale Counties. Over the last year the Council was able to obtain funding from the Early Childhood Workforce Innovation grant, Town of Crested Butte and City of Gunnison to support these programs and extend the programs to our local home providers and Hinsdale County EC educators. The Council is requesting a small amount of additional funding to ensure that every EC educator can be supported through this program should the need arise. Since the sick leave program started in August of 2020 a total of 56 early childhood educators have benefited from the program. Center directors have confirmed that the sick leave program has been extremely helpful in retaining staff over that time period.

Currently, the sick leave program is utilized to cover the cost of licensed child care employees' sick leave if they become ill, or if illness of a child or other family member requires the individual to stay home. The funds are held by the GHECC, and the center directors and home providers will request reimbursement from the GHECC for the sick leave pay. Requests are capped at \$1,000 per individual, per year or 7 days sick leave, whichever is more.

The EC credential stipend program provides a modest stipend to early childhood educators in the Counties that we serve based on their EC credential. The council expects this program will motivate EC educators to work toward obtaining a higher EC credential level. Although the stipend amounts are not large, the council does believe that it illustrates the community's support for EC educators by recognizing their hard work and achievements.

Stipends are awarded based on the following scale:

1st Year Applying	2nd Year Applying
\$100 registering in the Colorado Shines Professional Development Information System and/or Level 1 Early Childhood Credential	\$200 Level 1 Early Childhood Credential
\$200 Level 2 Early Childhood Credential	\$400 Level 2 Early Childhood Credential
\$300 Level 3 Early Childhood Credential	\$600 Level 3 Early Childhood Credential
\$400 Level 4, 5, or 6 Early Childhood Credential	\$800 Level 4, 5, or 6 Early Childhood Credential

A small portion of funding will also go to match current funding that our Council has available to compensate early childhood educators who completed ECE 101 and 103, Expanding Quality in Infant and Toddler Care, and/or Pyramid Model training. Currently the Council is able to provide educators with \$250 upon completion of any of the outlined courses (maximum of 1 award/teacher/year), our team would like to match this current funding and offer a total of \$500 for completion of these courses.

When the Council reached out to center directors and home providers all agreed that the sick leave and stipend program have been impactful. One center director stated that she does “believe the sick pay has been very helpful in retaining staff.” and another responding “I think any benefits we can give our staff plays a big role in staff retention.” So far the sick leave program has provided 56 early childhood educators in our community with sick leave pay and 49 early childhood educators applied for and received a stipend through the EC credential stipend program in 2021.

2. Funding for child care nurse consultants from Gunnison County Health and Human Services to regularly visit licensed providers and provide support in disease control and prevention.

3. The GHECC is currently working in partnership with Western Colorado University (WCU). WCU is in the process of developing ECE 101 and 103 equivalent courses throughout the year in a virtual format to allow greater accessibility to local EC educators. There continues to be a pressing need for our local EC educators to access locally offered ECE courses. We plan to continue to identify and support instructors in developing courses. The council is especially interested in pairing our Expanding Quality in Infant and Toddler Care course with a WCU course so participants are also able receive college credits. A long term goal of the Council is to explore the possibility of Western Colorado University offering an early childhood education degree program, or offering enough ECE equivalent courses to allow local EC educators to be lead teacher qualified.

Funding will also be utilized to support the cost of our Council’s annual Nurturing the Young Child Conference which provides 6 hours of continuing education credits for local early childhood teachers and the opportunity for networking and celebrations.

4. A public awareness campaign is an additional strategy that the Council is currently developing to highlight the early childhood workforce in an effort to draw more people to the field and assist community members in better understanding the critical role early childhood teachers play in our community. The awareness campaign will include:

- Social Media Messaging
- Videos Highlighting the EC workforce
- Connections with Local Newspapers for Early Childhood Educator Series
- Development of Early Childhood Teachers Appreciation Day

The Council expects this initiative to garner the support of community leaders in the development of a sustainable funding model.

5. The GHECC will be working with Mountain Roots Food Project also located in Gunnison County to provide whole food diet CSA shares to licensed child care centers and interested home providers in our community. The CSA shares consist of generous amounts of locally sourced vegetables, fruit, bread, eggs, and one pound of meat delivered every week for 16

weeks. Our EC workforce group thinks that this approach is an excellent way to promote health and wellness and provide early childhood educators with fresh, local produce. The offering also frees up extra cash for early childhood educators to pay for other basic needs and is a tax free benefit. Forty CSA shares will be distributed to licensed child care centers each week and distributed among staff and given out to families if all of the shares are not claimed each week. Unfortunately, at this time we do not have a way to allow for the CSA shares to be offered year round. However, our team feels that this will provide an opportunity to evaluate the value of such an offering and if this is a program that might increase early childhood educator's feelings of value and appreciation and increase EC workforce retention.

6. Mental health voucher program providing free counseling services to early childhood educators in our community. The GHECC plans to partner with CB State of Mind, a local organization that has an established process to connect individuals in the community to a network of local mental health providers and tele behavioral health organizations. The vouchers will be made available on a first come first serve basis and open to any local early childhood educator who is uninsured or underinsured and cannot afford therapeutic services. A quick application will be submitted to CB State of Mind; the organization will then review the application for qualifications, conduct a phone interview with the applicant, and ensure there are no other funding sources available (i.e. insurance, EAP programs, etc.) prior to issuing the voucher. CB State of Mind will then help to connect the early childhood educator with a mental health provider. The organization currently has a network of 25 local providers in Gunnison County and contracts with 2 Tele Behavioral health organizations. The funding requested would allow for 16 early childhood teachers to access 5 free counseling sessions.

Outcomes: What outcomes will result? How will you know your project has been successful? *

The expected outcomes of the outlined strategies will include key stakeholder support of a sustainable funding model for the paid sick leave and EC credential stipend initiatives. The expected outcome from the effort to develop education and career pathways includes ECE equivalent courses offered through WCU that are easily accessible to our local EC educators. The Council agrees that offering locally accessible courses will remove barriers for prospective employees to obtain the education necessary to become a certified early childhood teacher. The GHECC received funding from the transforming the workforce initiative to further develop and implement the sick leave, EC credential, and ECE equivalent courses initiatives from 2021-2022. Throughout the early childhood workforce innovation grant period the Council continues to engage key stakeholders in data collection and assessing the benefits of offering the programs to the EC workforce.

The public awareness campaign, CSA share project, and mental health voucher program is expected to increase early childhood educators' feelings of value and appreciation from the community, increase job satisfaction and reduce staff turnover. It is also expected that the campaign will garner more support from key stakeholders and community leaders and in turn secure sustainable funding for continuing to offer locally funded benefit programs to early childhood educators in the communities that we serve.

Sustainability: How will the impact of your project continue beyond the end of the grant period? *

Funding for the sick leave and stipend program through 2022 has been secured through the City of Gunnison with another grant application currently out to the Town of Crested Butte. The Council recognizes that more effort must be focused on elevating our local early childhood workforce to better develop key community stakeholders' understanding of the importance of local investments in the early childhood workforce.

The Council plans to continue to engage key stakeholders throughout the duration of the grant period to develop a comprehensive plan to secure sustainable funding for these initiatives at the local level. Data will continue to be collected on the EC workforce including current job satisfaction, turnover rates, and feelings of respect and appreciation of EC educators in the community. The GHECC will utilize the data that has been collected over the past couple years and the course of the CIRCLE grant period to communicate the difficulties experienced by EC educators and our local early childhood centers as it relates to staff turnover, staff training, and staff wages and benefits. We plan to discuss with key stakeholders the potential benefits and possible reduction in EC workforce turnover by implementing the outlined strategies. We will also speak to the potential for reducing the risk of ill teachers coming to work and spreading illness as it relates to paid sick leave, a topic of particular importance as we navigate the COVID pandemic. Throughout the grant period, the Council will meet frequently to identify and pursue opportunities for sustainable funding for these initiatives.

Equity: Describe how your proposed project will advance equity? *

The proposed project will advance equity by providing financial supports to early childhood educators that contribute to their economic security and the promotion of a wholesome, healthy diet that might not otherwise be attainable for some early childhood educators. The strategies also allow for greater access to professional development opportunities offered in a local setting that crosswalk nicely with their current work in the community that they serve.

Many providers in our community have struggled to maintain operations and keep classrooms open prior to and throughout the pandemic. Even with the injection of stimulus funding for emerging and expanding programs sites continue to experience difficulties in retaining staff. One new center opened in early summer 2021 allowing for 30 more early education slots in our community. Some of the slots are for infants and toddlers, a desperate need in our community. This was a great advancement, however their infant/toddler program remains closed as the program has not been able to find a teacher for this classroom. The proposed project has the potential to draw more individuals into the field of early childhood education which in turn could allow for an increase in slot capacity at early learning centers and greater access for families. Providing more families in the area with the opportunity to access quality early childhood education helps to ensure that more children are ready for school and achieving by the 3rd grade.

This project incorporates the work of our Council's bi-lingual Navigator and/or Outreach Coordinator, whose job it is to reach and serve Spanish speaking families, family friend and

neighbor caregivers, and licensed providers. Through this outreach we ensure that language is not a barrier for access to the services and supports this project offers the workforce.

Community Role: Describe your organization's role within the community and your ability to assess its needs. How will this project reach intended participants? *

The GHECC was brought to our community in July of 2007 by Gunnison County's Department of Health and Human Services Department (DHHS) in order to improve local early childhood services and educational opportunities for children in these counties. The GHECC works in conjunction with Early Childhood Councils across Colorado to address the goals of HB 07-1062, which expresses a statewide need for increasing and sustaining the quality, accessibility, capacity, and affordability of services for children and their parents to help parents raise their children to be successful at school, at work, and in the community. Through our strong partnerships and involvement in the community, we are able to easily assess the needs of the community and the early childhood workforce. We have made it a priority to understand the needs of families with young children and identify gaps in resources. Through this process we found that one of the greatest needs is better support for our early childhood workforce.

Over the last four years the GHECC has worked tirelessly to bring early childhood education and the issues facing our local early childhood workforce to the forefront of the minds of our community leaders. The council has engaged key leaders and hosted several presentations on the state of early childhood and the benefits of increased support for the early childhood workforce. The COVID pandemic exacerbated all of the issues we had discussed with our community leaders over the years. In addition to making it extremely difficult for our licensed providers to remain in operation, the pandemic renewed the urgency in our community to find lasting solutions to the challenges facing ECE by revealing how fragile our local resources are in a new light. The fire was reignited in the hearts of our community leaders and the Council has been successful in securing funding for the two compensation programs that have been developed to support the EC workforce.

Partnerships: How will you work with partners throughout the project including your proposed strategies for coordination and communication. *

The GHECC and the licensed child care providers in our communities have been successful in working collectively as a group for years to help strengthen and support our County's early childhood system. Over the course of the last three years our partnerships have grown as City and County leaders have been more interested in engaging in conversations around how to support the EC sector to a greater extent. The GHECC, licensed providers, and key community members have worked diligently to raise the voice of early childhood designing presentations given at several engagements including Rotary Club, Chamber of Commerce, Mayors and Managers, and City and Town Council Meetings. It was recently that we saw the true nature of our partnerships as we worked through the beginning months of the COVID pandemic. Since March of 2020 the GHECC, licensed childcare providers, community leaders, Gunnison County Department of Health and Human Services, Child Care Licensing, Gunnison Valley Health and the Gunnison Watershed School District have worked together to identify funding streams, develop policies around safely reopening childcare facilities in the midst of a pandemic, and provide care for essential workers upon reopening. This work has strengthened our partnerships and increased the visibility of the Council in the community. The Early Childhood

Sector was the first to develop a cohesive plan and proposal to reopen and served as a model for other business sectors moving through the pandemic. This is one of many examples of our ability to think cooperatively as a collective to address challenging situations. All of the licensed childcare providers in Gunnison and Hinsdale Counties will be partners on this grant, including: Tenderfoot Child and Family Development Center, Wonderland Nature School, Lake Preschool, Paradise Place Preschool, Stepping Stones Children's Center, Little Red Schoolhouse, Wee Care in Lake City, and Hinsdale County Preschool.

The Council has a strong partnership with Western Colorado University. For several years the GHECC has worked closely with WCU to offer our annual early childhood conference. Through our partnership with WCU attendees of the conference have been able to earn a graduate credit by attending the conference and completing other course work. Over the last year this partnership has been strengthened as we have worked in tandem to develop and offer ECE equivalent courses through WCU.

The GHECC also enjoys a strong partnership with Gunnison County Juvenile Services through their Communities that Care Grant. The GHECC and Juveniles Services are both housed under Gunnison County. The Council Co-Coordinator serves as the facilitator for the Family Friendly Business Practices strategy under the Communities that Care grant which closely aligns with the recently developed paid sick leave program run through the Council.

Readiness: Describe the skills, assets, commitment, and readiness of your organization to implement this project. *

For many years the GHECC has been working to better support our local early childhood workforce. Over the last year the Council has placed a more concerted effort towards strengthening the EC workforce in the Counties that we serve as we have come to the realization that without our early childhood workforce nothing would be possible. Through the transforming the workforce grant initiative we have been able to fine tune our approach to elevating the work of early childhood educators as deep, purposeful work that is vital to our entire community. We have been fortunate to gather data over the years that is helping to inform our efforts to moving forward.

The Council has built strong partnerships with leaders and community organizations with similar visions for the future. All of our licensed early childhood centers are a part of our early childhood council and inform our efforts to a great extent. The current pandemic has tested our partnerships and we have only come out stronger with a greater drive to get things done and accelerate the shift towards a better supported early childhood workforce. The pandemic has made it very clear that there is no time like the present to act and create a system where our EC educators feel valued and supported by our community.

Although Directors and leaders in the community are undoubtedly overworked and overwhelmed by the state of early childhood education, the impending roll-out of Universal Preschool and the difficulties they face in recruiting and retaining a qualified EC workforce, they are more motivated than ever before to change the course of early childhood for the better. The pandemic has shown us all how fragile the early childhood system is as well as how essential it is for the overall functioning of our local economy and community, motivating us all to work together to find solutions.

Data: How will you use data and information to monitor progress and identify potential adjustments to strengthen your design and implementation. *

Previously collected data from multiple EC workforce surveys, focus groups, future building workshops, and community specific income, housing, and family composition data will be utilized on a regular basis to inform Council work moving forward. The Council plans to continue to gather data to identify potential adjustments and strengthen our practices in order to achieve the best outcomes for our community.

Innovation: How is your proposed innovation different from existing models? If it builds upon a current strategy, how is it different? What elements are new? *

The mental health voucher system that is proposed will help to make mental health counseling more accessible to early childhood educators. This builds upon an existing model in our community that has seen great success in increasing access to mental health counseling for youth and individuals experiencing substance abuse issues. Although our community is served by an early childhood mental health consultant that serves the region we are located in, we do feel that access to local mental health counselors will be beneficial to our community.

The CSA share program is a new offering for early childhood educators that helps to promote healthy eating and accessing local food resources. As mentioned before, this program will also help to free up additional funding for early childhood educators to use towards other household expenses.

Without sick leave pay for early childhood educators in our community we could assume that many early childhood educators may have left the field, especially when you consider how many classroom/entire site closures we have endured in the last two years. Without an early childhood stipend program some early childhood educators may not feel the need or the motivation to increase their credential level. Even though the awards are small the program does recognize them for their efforts. As our team works to strengthen our community's understanding, engagement and investment in early childhood we expect that more early childhood educators in our community will feel valued, appreciated, and respected as the professionals that they truly are.

The proposed innovations are a grassroots effort to better the lives of our dedicated early childhood workforce. Our team realizes the fragility of our current early childhood workforce and felt the need to step in and work with community partners to weave a web of supports that encourage early childhood educators to remain in the field. The Council realizes that living in our beautiful rural resort community is not easy and early childhood educators struggle to make ends meet in a community with such a high cost of living. We understand that many must leave this field that they are passionate about to meet the needs of their families or leave our community completely should it prove too difficult to live here and prosper. The strategies outlined in this proposal weave a web of supports that contribute to the stability of the workforce.

Technical Assistance: Levels of technical assistance for this grant will vary. What kind of technical assistance do you anticipate needing for this project? *

Assistance with data tracking and analysis would be beneficial.

Additional information you would like to share with the reviewers

Budget Template Instructions

General Instructions:
<p>The Budget Template - Should be used to explain how an organization plans to use funds consistent with the proposed activities. This document contains includes two worksheets: Instructions and Budget Template. Budget requests and their associated deliverables need to be in alignment and provide a consistent, logical picture of what is to be accomplished, by whom, and the associated costs. In the event that this alignment does not occur, applicants may be contacted with requests for clarifications and/or modifications.</p> <p>The information contained in each expenditure category helps reviewers understand the budget. Please provide narrative for each category in the "Narrative" section</p> <p>In the budget template, various cells offer information by hovering the mouse over the cells.</p>
Contact Information
Complete the top portion of the form by providing Agency Name, Project Name, and Contact Information
Personnel (employees of lead agency)
This section is for wages for employees of the agency receiving the grant.
Please Use the Personnel Detail Table (2); information from this table will populate the Personnel Line
Table 2: Personnel Detail Table (Wages)
Position Title : Enter the title of the position of each person who will be funded by the grant
Current Staff or To be Hired : Select from the dropdown box
Annual Salary : Please enter a yearly salary; if someone is paid hourly, please calculate this to reflect an annual salary
% Time on Project : Please list what % of this person's time will be dedicated to this project
Total Request : Total funds requested to support this person's time on the project
Narrative : Use this column of the budget template to address the role and expected contribution of budgeted personnel.
Total Personnel Services (including fringe benefits)
This row should show the totals for each columns and reflect the total amount of Personnel Services costs the agency is requesting.
Benefits (Fringe and Taxes)
Provide the total amount requested for fringe benefits for the personnel listed in Table 2: Personnel Detail.
In the narrative, please describe how the fringe benefits were calculated.
Supplies & Administrative Expenses
Supplies and administrative expenses may include, but are not limited to, postage, office supplies, meeting materials, educational materials, and printing and copying. Please provide a brief description in the narrative about how costs were determined and how funds would be used.
Contractors/Consultants (payments to third parties or entities)
Please complete Table 3: Contractors/Consultants/Partners; information from this table will populate the Contractor/Consultant line.
This category should describe costs for subcontractors (persons not employed by the agency) needed to complete work. This includes consulting, personal services subcontracts, and payments to partners. The narrative should specify the need for the subcontractor, the selection process, the work to be performed, how costs were calculated and the expected deliverables.
Travel
This expenditure category should include all travel expenses such as lodging, meals, mileage, and airfare. In the Narrative, please describe the expenses, how they were determined, and how they support completion of the proposed activities.
Training/Professional Development/Conferences
This line includes expenses not covered in other categories related to participation in professional development activities, such as conference fees. In the narrative, please identify the rationale for these expenses and how they were calculated.
Total Direct Costs
This row should total the amount of all Direct Costs the agency is requesting.
Indirect Costs
Up to 10% of the total direct costs may be charged to cover associated indirect costs.
TOTAL
This row should be the TOTAL of all expenses, including Indirect Costs that the agency is requesting for the project.

CIRCLE Grants: Budget Template

Applicant/Lead	Gunnison-Hinsdale Early Childhood Council - Gunnison County Health and Human Services		
Project Name:	Elevate the Workforce		
Contact Name:	Lana Athey	Email:	lathey@gunnisoncounty.org
Organization's	Calendar Year		

Table 1: Project Expenses (June 15, 2022 - June 30, 2023)

Budget Category	Total	Narrative (Explain how costs were determined and how the budget aligns with
Personnel*	\$ 29,463	*Provide detailed justification in Table 2: Personnel table
Benefits & Taxes	\$ 6,086	Fringe benefits include Health Insurance, SSEC, MCARE, Retirement, holiday/Sick Pay for 2 Personnel ; SSEC, MCARE, Retirement, for QI Navigator/Coach & ECC outreach specialist
Supplies/Operating Expenses	\$ 2,000	Meeting supplies, meeting food, copies, office supplies, computer costs, gift cards
Travel/Mileage	\$ 1,500	Travel to ECCLA meetings & RMECC
Training/Professional Development/Conferences	\$ 1,451	GHECC Annual Conference - Local Professional Development
Advertising/Social Media/Videography	\$ 1,500	Social media/ Newspaper ads to highlight local EC workforce and importance of early childhood education.
Contractors/Consultants/Subcontracts to Partners*	\$ 47,000	*Provide detailed justification in Table 3: Contracts Table
Other Direct Costs (please specify)	\$ 15,000	Funds for Sick Leave Program
Other Direct Costs (please specify)	\$ 17,000	Funds for EC Credential Program
Other Direct Costs (please specify)	\$ 4,000	EC Educator Continuing Education Stipend match \$250/educator for completion of
Other Direct Costs (please specify)		
Total Direct Costs	\$ 125,000	
Indirect Costs (should not exceed a rate of 10% of direct costs)	\$ -	
GRAND TOTAL REQUESTED	\$ 125,000	

In the section below, please provide detail about the wages/salary for personnel to be funded with grant funds (Table 2); Enter budget justification for the employee or position title. Justification should address the role and expected contribution of budgeted personnel.

Table 2: Personnel Detail (employees of lead agency)

Position Title	Current Staff or To Be Hired	Annual Salary	% of Time on Project	Total Request	Narrative
GHECC Co-Coordinator	Current	\$66,019	14%	\$ 9,243	5 hours/week - stakeholder engagement, sick leave pay and EC credential stipend processing, planning and involvement in early childhood resource development meetings (12 additional hours for early childhood systems building work is supported through 2 other funding streams)
GHECC QI Coach & Navigator	Current	\$64,418	15%	\$ 9,663	6.0 hours/week (involvement and assistance in preparing for early childhood resource development planning meetings, assistance with data collection.
ECC Outreach	Current	\$45,178	10%	\$ 4,518	4.0 hours/week -involvement and assistance in preparing for early childhood resource development planning meetings, connecting with individuals interested in becoming a licensed provider or being employed at a local center. (5 additional hours for this work supported through another funding source)
Gunnison County DHHS Nurse	Current	\$80,538	8%	\$ 6,040	3 hours/week child care health consulting for disease control and prevention.
Total Personnel				\$ 29,463	

In the section below, please include detail about the subcontractors, consultants, or partners to be funded.

Table 3: Contractor/Consultants/Partners

Name of Contractor/Consultant/Partner (if available)	Total Request	Narrative
<i>EXAMPLE: XYZ Consultant</i>	\$ 5,000	To develop a strategic plan to engage stakeholders and the public around increased compensation for early educators
Olivia Reinhardt	\$ 3,000	Development of a series of videos highlighting our local early childhood workforce and early childhood programs
CB State of Mind	\$ 8,000	Mental health vouchers for early childhood educators- 5 Sessions for 16 individuals
Mountain Roots Food Project	\$ 36,000	40 CSA Shares for licensed early childhood centers
	\$ -	
	\$ -	
	\$ -	
Total Contractor	\$ 47,000	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval, Buell Foundation 2022 Grant Application;

Action Requested: Other THB Grant App Approval

Parties to the Agreement: Temple Hoyne Buell Foundation

Term Begins: Sept 1, 2022

Term Ends:

Grant Contract #:

Summary:

HHS requests approval to apply for \$30,000 grant funding for the Early Childhood Council.

Fiscal Impact:

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 4/13/2022

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 4/13/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/15/2022

Consent Agenda Regular Agenda Worksession

Time Allotted:

Agenda Date: 4/19/2022



EARLY CHILDHOOD COUNCIL
2022 APPLICATION

SUMMARY SHEET FORM

Legal Name of Council:

Gunnison County

DBA (if applicable):

Gunnison Hinsdale Early Childhood Council (GHECC)

Mailing Address (and Physical Address if it is different and not confidential):

220 N. Spruce Street
Gunnison, CO 81230

Phone:

970-642-4667

Fax:

970-641-8346

EIN:

84-60000770

Website:

www.gunnisoncounty.org

Council Email Address:

lathey@gunnisoncounty.org

Name of CEO or Executive Director:

Matthew Birnie

Phone:

970-641-7602

Email:

mbirnie@gunnisoncounty.org

Application Contact & Title (if not the CEO or Executive Director):

Lana Athey, GHECC Co-Coordinator

Phone:

(970)642-4667

Email:

lathey@gunnisoncounty.org

COUNCIL INFORMATION

Year Founded:

2007

Mission Statement:

The Mission of the Gunnison Hinsdale Early Childhood Council is to expand and improve early childhood services and educational opportunities for families in Gunnison and Hinsdale counties.

Geographic Area Served (specific to this proposal):

Gunnison and Hinsdale Counties, Colorado

Tax Exemption Status:

501(c)(3)

Using a fiscal agent/fiscal sponsor
Name of fiscal agent/sponsor:

Other than 501(c)(3), describe:

Number of Employees:

Full-time:

Part-time:

GRANT REQUEST INFORMATION

**Amount of Request, not including direct service
(home visitation, parenting education, etc.)**

Amount requested for Direct Services from Attachment 13

FINANCIAL INFORMATION

Budget numbers should match the numbers presented in Attachments 1

Council's Current Budget for Fiscal Year Ending:

Income:

Expenses:

By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge.

CEO/Executive Director

Date

NARRATIVE

Limit narrative to no more than six pages.

- 1. COUNCIL BACKGROUND.** Discuss the founding and development of the council. Explain the original issue and/or opportunity the council was founded to address and how that may have changed over time. Briefly, discuss the biggest successes of your council to date.

The Gunnison-Hinsdale Early Childhood Council (GHECC) was brought to our community in July of 2007 by Gunnison County's Department of Health and Human Services Department (DHHS) in order to improve local early childhood services and educational opportunities for children in these counties. The GHECC works in conjunction with Early Childhood Councils across Colorado to address the goals of HB 07-1062 which expresses a statewide need for increasing and sustaining the quality, accessibility, capacity, and affordability of services for children and their parents to help parents raise their children to be successful at school, at work, and in the community. After receiving grant funding from the Colorado Department of Education (CDE) in 2008, our council began working to create a comprehensive early childhood system.

In 2017 our council created a new strategic plan that is aligned to the new Colorado Early Childhood Framework with goals and strategies that span across the three domains of Early Learning, Health and Well Being, and Family Support and Parent Education. In our current strategic plan which was updated in 2020 a greater emphasis has been placed on expanding quality in child care, increasing access to child care, increasing the affordability of child care, and recruiting and retaining the early childhood workforce.

- 2. COUNCIL ACTIVITIES.**

- a. Internal Council Operations:

- i. Describe the internal operations of your team and your efforts to successfully administer the responsibilities of your organization.

Currently our team consists of two Co-Coordinator, Margaret Wacker and Lana Athey. Margaret also serves as the Community Services Supervisor for Gunnison County Health and Human Services. Lana serves as the main contact for the GHECC managing the Council's various funding streams and conducting Council activities in quality improvement, family, friend, and neighbor caregiver engagement, and efforts to strengthen our local early childhood workforce. Corrine Jaeger continues to serve as the GHECC quality improvement coach and navigator providing QI navigation, coaching, EQIT trainings, and working with staff to engage FFN caregivers and increase supports in the community for the early childhood workforce. The Council was fortunate to also hire a bi-lingual staff member Mayte Burton to assist in Council outreach efforts and FFN engagement and trainings. We recently hired a family child care home navigator and availability and outreach specialist who will work part-time on outreach to potential and current home providers and collecting slot availability data from licensed providers. Our team is a cohesive unit that is passionate about strengthening our local early childhood systems

Although all of our staff work part-time we have grown to understand one another's approach to the work. The 2 Council Co-Coordinator and our QI coach and navigator have worked successfully together since 2016. This blending of duties has worked well and allowed for a stronger service delivery to families and a seamless connection to available resources within our community.

- ii. Identify resources that would be helpful in strengthening your internal operations. Examples might include having access to learning communities or to key partners like the Office of Early Childhood.

As more State and Federal funding becomes available to support early childhood programs we often feel that many additional duties are added to our plate without adequate and sustainable funding to truly strengthen our early childhood system. As our Council navigates the roll-out of Universal Preschool, stimulus funding, and increasing challenges with early childhood workforce retention and recruitment it is essential that we have access to learning communities, technical assistance, and an increased amount of funding for systems building. This will allow Council staff more flexibility and increased opportunity for the development of strong partnerships and community support for initiatives that will positively impact our local early childhood system.

iii. What are the council's greatest opportunities related to internal operations?

Increasing staff time to focus on key issues impacting the early childhood system in our community is a great opportunity for our Council. For years the funding we have received from Buell has allowed our Council more time to focus on systems building and increasing opportunities for our local early childhood workforce. Another opportunity to expand our reach comes with the release of the CIRCLE grant. Should the Council receive funding from this initiative it will allow our team the opportunity to continue to dedicate a significant amount of time towards increasing local funding for initiatives that can support early childhood workforce recruitment and retention.

b. Systems Building:

Describe how your council works across the three domains of the Early Childhood Colorado Framework to create a more coordinated, effective, and efficient system. Ensure that you discuss the foundational elements of the system when answering this question:

Early Learning - The team feels strongly that our recent laser focus on early childhood workforce recruitment and retention directly impacts families by allowing our community the ability to increase access to early care and education programs. A main focus of the GHECC's strategic plan is to increase access to learning experiences and environments that are high quality, developmentally appropriate and affordable. A strategy to support this goal is to increase the number of licensed providers and slots by developing initiatives that directly support the recruitment and retention of the early childhood workforce. The early childhood workforce is the foundation of early childhood programs, without the workforce our local early childhood programs are unable to keep classrooms open which directly impacts families and children. Our Council provides direct support to early childhood teachers by offering quality improvement coaching, increasing access to benefits such as sick leave compensation and a recently developed early childhood credential stipend program. The Council also provides scholarships for professional development and offers an annual early childhood conference to allow EC educators a learning and networking opportunity at the local level.

Family Support and Parent Education - Our Council is in regular communication with family support and parent education programs and many of the leaders of organizations that serve families in our community are members of our Council. We promote their offerings and work with these organizations to increase parent's awareness of the amazing resources we have available in our community. Recently we have engaged in conversations with community partners around the potential to bring Parents as Teachers into our community and restart the Nurturing Parenting Program which has not been in place since the beginning of the pandemic. Council partners have begun to realize that there is a great need for additional parenting supports in our community and the Council plans to continue to work with community partners to bring more parenting and family resources to the community.

Health and Well-Being Domain- The Council is housed under Gunnison County Health and Human Services this structure has allowed our Council to have a strong connection to programs in the community that support the health and well-being of children and families. For instance, when vaccinations for COVID-19 become available the GHECC worked closely with Public Health to promote vaccination opportunities to the early childhood workforce and families. Many family serving agencies serve on our Council including Women, Infants, Children (WIC), Early Intervention, Child Find, Nurse Family Partnership (NFP), and the Family Advocacy and Support Team (FAST) are active members of our Council providing insight and helping to guide or work to best support families in the community.

System Building Fundamentals

Strong Partnerships -The GHECC and the licensed child care providers in the communities that we serve have been successful in working collectively as a group for years to help strengthen and support the early childhood system in the Counties that we serve. Over the course of the last three years our partnerships have grown as City and County leaders and Western Colorado University have shown more interest in engaging in conversations around how to support the early childhood sector to a greater extent. One of our County Commissioners regularly meets with the Council and agreed to be the local champion for the Council's Transforming the Workforce Grant Initiative.

The Council is a member of our local Pyramid Model Leadership Team and Colorado Preschool Program committee and we hold time in each Council meeting for updates and information sharing from these two entities. The Council consistently works with partners to strengthen referral pathways for early intervention, FAST, WIC, NFP and other services available to families in our community.

Sufficient Investments- The GHECC works hard to ensure that our local early childhood providers are made aware of and supported in accessing Quality Improvement dollars and coaching each year. We current have all of our licensed early childhood centers in Gunnison and Hinsdale Counties involved in Colorado Shines Quality Improvement with 5 out of the 7 centers rating at a level 3 or higher. The Council supports the early childhood workforce in accessing professional development at the local level by offering an annual early childhood conference each year and providing scholarships to early childhood educators taking college courses and engaging in other professional development opportunities. Recently the Council was able to offer stipends to early childhood educators who completed ECE 101 & 103, Pyramid Model Training Sessions, and Expanding Quality in Infant and Toddler training.

In recent years we have been able to almost double our Council's budget through various grant initiatives. In recent years we have been successful in accessing new funding streams to better address the needs of our community. In 2020 the GHECC was awarded a three-year grant from the Colorado Health Foundation to engage FFN caregivers in our community and in 2021 the Council was awarded funding through the Transforming the Workforce Initiative to scale three initiatives designed in 2020 to support the recruitment and retention of the EC workforce in the midst of a pandemic. Funding from the Temple Hoyne Buell Foundation has allowed our team more staff hours to research and apply for funding from outside sources to directly support early childhood systems building.

Sound Policy-The Council has placed more of an emphasis on advocacy for local investments in early childhood education over the last few years. This focus has led to the development of a separate workgroup that has been identifying opportunities to engage local leaders and key stakeholders in conversations around local investment in early childhood. Our commissioners have been closely following HB-1117 which allows for local marketing districts to potentially utilize taxes collected for tourism on affordable housing, child care and other initiatives that support the local community. We see opportunity in this recent shift to advocate for sustainable funding for early childhood through a proposed shift in how these tax dollars are currently being utilized.

Robust Public Engagement- As mentioned above the Council has experience a considerable increase in engagement from City, Town and County leaders in the last 3 years. The GHECC, licensed providers, and key community members have worked diligently to raise the voice of early childhood designing presentations given that have been given at several engagements including Rotary Club, Chamber of Commerce, Mayors and Managers, and City and Town Council Meetings. Our team is currently working on a public awareness campaign highlighting our local early childhood workforce and the importance of the early years. The campaign was designed to engage community members in conversations around the potential for greater local investment in the early childhood system as well as increase the number of individuals that might be interested in entering the field of early childhood education. We plan to increase our public engagement efforts in the upcoming year to assist community members in developing a better understanding of the vital role the early childhood system plays in the health of our community.

Shared Accountability-The Council gathers quantitative and qualitative data on a regular basis throughout the year. This is done through parent and early childhood workforce surveys, focus groups, world cafes, and accessing various data platforms included Census data, the kids count data center, and a recent community wide behavioral health needs assessment. All of the information we gather throughout the year allows our organization to offer supports to our early childhood community that truly make a difference. The Council regularly shares data with our local health system, local leadership, Gunnison County Juvenile Services, FAST, and other Council partners whenever data is requested.

Effective Leadership - Each of our Council's Co-Coordinators have participated in the Gunnison County Leadership Academy. One of our Council Co-Coordinators, Lana Athey is a member of the 14th Buell Early Childhood Leadership Program. Each of the Co-Coordinators has a passion for leadership and leading with others to create change that positively impacts our community.

The Gunnison-Hinsdale Early Childhood Council is not a non-profit and does not have a board. Governance is achieved through the voting of our council members and the policies and procedures of our fiscal agent. Our council is made up of a voting body of members which sign an MOU that lasts for 1 year. Council members vote on the grant budgets and the strategic plan. We have an executive team made up of our domain leaders based on the 3 domains of the last Early Childhood Framework. This executive team guides the Council Co-Coordinators in setting the agenda and on quick decisions that need to be made. These are also 1-year terms, however we have lack of people willing to volunteer for these positions, so they often remain the same person volunteering year after year. Council staff is managed by the Gunnison County Health and Human Services Director and Community Services Supervisor.

Relevant Education Opportunities- The Council continues to provide EQIT trainings each year. Our organization enjoys a strong partnership with Western Colorado University. For several years the GHECC has worked closely with WCU extended studies to offer our annual early childhood conference. Over the last year this partnership has been strengthened as we have worked with WCU's education department to develop and offer ECE equivalent courses that will be offered virtually in May of 2022. Our goal is to increase early childhood education courses offered at the local level, with a moon-shot goal of working with WCU to start an early childhood education degree program.

GHECC collaborates with other organizations to bring educational opportunities to the community. One example of this is our current collaboration with our local Community Foundation of the Gunnison Valley and Juvenile Services to offer a collective impact training and community discussion. We have also been having conversations with Gunnison Valley Health and Communities that Care to bring Parents

as Teachers to our community. In the past we have worked with Pyramid Model to offer parenting workshops and plan to work with them once again to offer this in the near future.

i. How do you measure the success of your systems building efforts?

Our team measures success in our systems building efforts by looking at:

- early childhood educator recruitment and retention
- Number of child care slots available in the community
- Early childhood educator's feelings of value and appreciation
- Utilization of family supports in the community
- Parenting Courses offered in the community
- Community engagement at various outreach events throughout the year
- Percentage of children entering kindergarten that have been able to access some form of preschool education

ii. Identify challenges that hinder your council's systems building efforts.

The funding we have received from the State has been a much-needed injection into our local early childhood system. With this funding comes more responsibilities, data tracking, and effort towards meeting State identified deliverables. Although many of the deliverables align with the current work of our Council some are in addition to our current work. This additional work can at times distract our team from systems building work in order to meet the State identified deliverables.

iii. What are the council's greatest opportunities related to systems building?

One of the greatest opportunities our Council and Council's across the State at this time related to systems building comes with the Statewide focus on early childhood that is happening at this time. It is an exciting time to be in the field with the development of the Department of Early Childhood and Universal Preschool there is no better time than now to grab the attention of our community leaders and move forward with greater systems change.

b. How would funds requested from the Buell Foundation support the activities noted above?

Funds from the Buell Foundation allow our Council to dive deeper into systems building work by providing our team with flexible funding that allows us to be nimble. Had we not received funding from Buell in the past one might argue that we would not have been able to achieve all that we have done to strengthen our local early childhood system in the last few years.

3. STATE FUNDS. Explain this year's level of support from the State of Colorado, anticipated support through the next three years (if known) and how any changes will impact the council's programs and activities.

Funding received by the Council through the State of Colorado has increased during the 2022-2023 Fiscal Year. Our systems building and CSQI funding has remained the same, but we have received additional funds for Family Child Care Home navigation and availability and outreach work. With the additional funding comes more responsibilities and tasks to help rebuild our childcare system following the pandemic. We expect his work to be intense and consuming, but necessary.

4. OPTIONAL. If there is additional information that is vital to convey in this proposal, include that information here.

ATTACHMENTS

Label each attachment and provide in the order listed. Note: Provide explanations for items that may raise questions in any of the attached documents. The explanations can be written onto the documents themselves or included as an additional page.

- 1. STRATEGIC PLAN.** Please attach your most recent strategic plan. Ensure that the plan submitted is inclusive of all activities of the council.

- 2. BUDGETS**
Include a current year operating budget, inclusive of all funding streams. If necessary, include a budget narrative that describes items that are unique to your council, including what funds are predominantly pass-through.

- 3. CURRENT (YEAR-TO-DATE) FINANCIAL STATEMENTS**
Include a Balance Sheet (a.k.a., Statement of Financial Position) and Profit & Loss Statement (a.k.a., Statement of Activities) through the most recently completed operating month available (must be within the past three months).

- 4. YEAR-END FINANCIAL STATEMENTS, AUDIT, AND SOURCES OF INCOME**
Include the most recent fiscal year-end financial statements, audited if available, as well as the below Sources of Income Table.

Sources of Income Table. Complete the table below for the council as a whole, based on the most recently completed fiscal year. Do not complete for the fiscal sponsor.

Percentage	Funding Source
62 %	Government grants (federal, state, county, local)
%	Government contracts
37 %	Foundations
%	Business
%	Events (include event sponsorships)
%	Individual contributions
1 %	Fees/earned income
%	Workplace giving campaigns
%	In-kind contributions (optional)
%	Other
100 %	TOTAL (must equal 100%)

- 5. MAJOR CONTRIBUTORS**
List major contributors (foundations, businesses, government, etc.) with amounts for each of the past two fiscal years. Do not include names of individual donors.

- 6. IN-KIND CONTRIBUTIONS**
Summary of significant in-kind donations (donated goods and professional services) received by the council in the last two fiscal years.

- 7. BOARD OF DIRECTORS LIST**
Include the following information for each board member:
 - a. Position(s) on the board (officer and committee positions)
 - b. Occupation and name of employer and/or affiliation(s)

- c. City or county of residence
- d. Term end date for each board member

8. PROOF OF IRS FEDERAL TAX-EXEMPT STATUS

Also called a Letter of Determination, this letter must be dated within the last five years. If your council is housed at a government agency, please include a letter from the agency describing the relationship with and oversight of the council (sample letters can be provided if needed).

9. ANTI-DISCRIMINATION STATEMENT

Include the policy adopted by the board of directors.

10. LIST OF NAMES, TITLES AND QUALIFICATIONS OF KEY STAFF

Include the length of service with the Council. *Do not* include job descriptions or resumes.

11. ANNUAL REPORT (optional)

12. EVALUATION RESULTS (optional)

Provide the council's most recent evaluation results or findings, if applicable.

13. DIRECT SERVICE GRANT REQUEST (TEMPLATE PROVIDED AT END OF DOCUMENT)

- a. Request Template
- b. Program Budget

14. GRANT REPORT. Please complete the Council Report Template as it relates to activities accomplished as part of your current Buell Foundation grant.

Additional Attachments for Fiscal Agents/Fiscal Sponsors

If your council uses a fiscal sponsor, please submit the items listed below with your application.

15. MEMORANDUM OF UNDERSTANDING

Contract between the council and the fiscal agent/fiscal sponsor.

16. FINANCIAL ATTACHMENTS

Budget, Current Balance Sheet and Profit & Loss Statement, and Year-End Balance Sheet and Profit & Loss Statement.

17. PROOF OF IRS FEDERAL TAX-EXEMPT STATUS

Letter of Determination for the fiscal agent/fiscal sponsor, dated within the last five years.

18. BOARD OF DIRECTORS LIST

Information for the fiscal agent/fiscal sponsor.



ATTACHMENT 13 - DIRECT SERVICE REQUEST

Amount requested for Direct Services:

Program Name(s):

Narrative

1. Briefly detail each program for which you are requesting funding. Include the following:
 - a. Program description, including curricula/approach
 - b. Target audience and anticipated numbers to be served
 - c. Frequency and duration
 - d. Evaluation plan
2. How will requested funds support the activities noted above?

Financial Attachments

1. Program or project budget for the program period. Include Revenue and Expenses.

Report

(If you have a current Buell grant for these activities)

If you received Buell funds for this direct service in the past year, please answer the following questions related to activities completed year-to-date:

Grant ID Number: **Grant Amount:**

Dates Covered by This Grant:

Program Name(s):

Type of Report:

- Interim: Funds remaining in grant
- Final: All funds from Buell grant have been expended (include final accounting of grant funds)

Report Narrative:

1. Progress and Results:
 - a. Describe the progress made toward the goals and objectives as stated in the funded grant application.

- b. Summarize the organization's key evaluation results related to the funded grant.
2. Successes and Challenges: Describe the significant successes and challenges the organization experienced related to the funded grant.
3. Lessons Learned: Describe what the organization learned based upon the results, successes, and challenges reported in Questions 1 and 2. Address programmatic, evaluative, or organizational changes that will be made based upon these lessons learned.
4. Additional Information: Share anything else that happened during the grant period that impacted the organization, either positively or negatively.

Budget Template Instructions

General Instructions:
<p>The Budget Template - Should be used to explain how an organization plans to use funds consistent with the proposed activities. This document contains includes two worksheets: Instructions and Budget Template. Budget requests and their associated deliverables need to be in alignment and provide a consistent, logical picture of what is to be accomplished, by whom, and the associated costs. In the event that this alignment does not occur, applicants may be contacted with requests for clarifications and/or modifications.</p> <p>The information contained in each expenditure category helps reviewers understand the budget. Please provide narrative for each category in the "Narrative" section</p> <p>In the budget template, various cells offer information by hovering the mouse over the cells.</p>
Contact Information
Complete the top portion of the form by providing Agency Name, Project Name, and Contact Information
Personnel (employees of lead agency)
This section is for wages for employees of the agency receiving the grant.
Please Use the Personnel Detail Table (2); information from this table will populate the Personnel Line
Table 2: Personnel Detail Table (Wages)
Position Title : Enter the title of the position of each person who will be funded by the grant
Current Staff or To be Hired : Select from the dropdown box
Annual Salary : Please enter a yearly salary; if someone is paid hourly, please calculate this to reflect an annual salary
% Time on Project : Please list what % of this person's time will be dedicated to this project
Total Request : Total funds requested to support this person's time on the project
Narrative : Use this column of the budget template to address the role and expected contribution of budgeted personnel.
Total Personnel Services (including fringe benefits)
This row should show the totals for each columns and reflect the total amount of Personnel Services costs the agency is requesting.
Benefits (Fringe and Taxes)
Provide the total amount requested for fringe benefits for the personnel listed in Table 2: Personnel Detail.
In the narrative, please describe how the fringe benefits were calculated.
Supplies & Administrative Expenses
Supplies and administrative expenses may include, but are not limited to, postage, office supplies, meeting materials, educational materials, and printing and copying. Please provide a brief description in the narrative about how costs were determined and how funds would be used.
Contractors/Consultants (payments to third parties or entities)
Please complete Table 3: Contractors/Consultants/Partners; information from this table will populate the Contractor/Consultant line.
This category should describe costs for subcontractors (persons not employed by the agency) needed to complete work This includes consulting, personal services subcontracts, and payments to partners. The narrative should specify the need for the subcontractor, the selection process, the work to be performed, how costs were calculated and the expected deliverables.
Travel
This expenditure category should include all travel expenses such as lodging, meals, mileage, and airfare. In the Narrative, please describe the expenses, how they were determined, and how they support completion of the proposed activities.
Training/Professional Development/Conferences
This line includes expenses not covered in other categories related to participation in professional development activities, such as conference fees. In the narrative, please identify the rationale for these expenses and how they were calculated.
Total Direct Costs
This row should total the amount of all Direct Costs the agency is requesting.
Indirect Costs
Up to 10% of the total direct costs may be charged to cover associated indirect costs.
TOTAL
This row should be the TOTAL of all expenses, including Indirect Costs that the agency is requesting for the project.

Temple Hoyne Buell

Applicant/Lead	Gunnison-Hinsdale Early Childhood Council - Gunnison County Health and Human Services		
Project Name:	Elevate the Workforce		
Contact Name:	Lana Athey	Email:	lathey@gunnisoncounty.org
Organization's	Calendar Year		

Table 1: Project Expenses (September 1, 2022 - August 31, 2023)

Budget Category	Total	Narrative (Explain how costs were determined and how the budget aligns with
Personnel*	\$ 17,936	*Provide detailed justification in Table 2: Personnel table
Benefits & Taxes	\$ 4,964	Fringe benefits include Health Insurance, SSEC, MCARE, Retirement, holiday/Sick Pay for 2 Personnel ; SSEC, MCARE, Retirement, for QI Navigator/Coach & ECC outreach specialist
Mini-Grants	\$ 1,301	Grants for appreciation events at licensed centers
Supplies/Operating Expenses	\$ 500	Meeting supplies, meeting food, copies, office supplies
Computer Costs	\$ 2,000	
Training/Professional Development/Conferences	\$ 2,000	GHECC Annual Conference (Professional Development) and cost of ECC staff
Memberships	\$ 1,300	ECCLA Membership
Contractors/Consultants/Subcontracts to Partners*	\$ -	*Provide detailed justification in Table 3: Contracts Table
Other Direct Costs (please specify)		
Other Direct Costs (please specify)		
Other Direct Costs (please specify)		
Other Direct Costs (please specify)		
Total Direct Costs	\$ 30,000	
Indirect Costs (should not exceed a rate of 10% of direct costs)	\$ -	
GRAND TOTAL REQUESTED		\$ 30,000

In the section below, please provide detail about the wages/salary for personnel to be funded with grant funds (Table 2); Enter budget justification for the employee or position title. Justification should address the role and expected contribution of budgeted personnel.

Table 2: Personnel Detail (employees of lead agency)

Position Title	Current Staff or To Be Hired	Annual Salary	% of Time on Project	Total Request	Narrative
GHECC Co-Coordinator	Current	\$66,019	13%	\$ 8,582	5 hours/week - systems building
GHECC QI Coach & Navigator	Current	\$64,418	4%	\$ 2,577	Ongoing support of early childhood centers, attendance at early childhood workforce committee meetings, etc.
ECC Outreach	Current	\$45,178	10%	\$ 4,518	4.0 hours/week -Community outreach, social media posting, attendance at community events, assistance with annual early childhood conference and FFN caregiver trainings.
EQIT Instructor	Current	\$45,179	5%	\$ 2,259	Helps Provide 2 EQIT Trainings on an annual basis
Total Personnel				\$ 17,936	

In the section below, please include detail about the subcontractors, consultants, or partners to be funded.

Table 3: Contractor/Consultants/Partners

Name of Contractor/Consultant/Partner (if available)	Total Request	Narrative
EXAMPLE: XYZ Consultant	\$ -	To develop a strategic plan to engage stakeholders and the public around increased compensation for early educators
	\$ -	
	\$ -	
	\$ -	
Total Contractor	\$ -	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: 2022 Capital Lease Purchase Financing with Holman

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The 2022 budget was approved with the capital financing of assets and the refinancing of two heavy equipment. The 7 year lease and interest rate of 3.09% for these assets is being recommended.

Fiscal Impact: \$1,017,360

Submitted by: Juan Guerra, CFO

Submitter's Email Address: jguerra@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

CAO does not recommend executing the contract in its current form. The contract is not TABOR-compliant. The contract refers to a "master lease agreement" that has not yet been sent to the County, so CAO cannot review for legal sufficiency. Key terms, such as indemnity, choice of law, forum, and governmental immunity, are unknown. ASFR 4.15.22 305pm

Reviewed by: GUNCOUNTY1\asanfilippo-rosser

Discharge Date: 4/15/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 4/15/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 4/19/2022

Gunnison County, CO
Fiscal Year 2022
Capital Asset Lease Needs

Capital Asset Purchases

<u>Fund</u>	<u>Department</u>	<u>Amount</u>	<u>Purpose/Description</u>	<u>Useful Life</u> <u>Years</u>
ISF I	Fleet	500,000	Heavy Equipment - Example: Motor Grader, Snow Plow, Trucks	7-10
ISF I	Fleet	75,000	Sheriff SUV and equipment	7-10
ISF I	Fleet	75,000	Sheriff Pickup Truck and equipment	7-10
ISF I	Fleet	75,000	Sheriff Pickup Truck and equipment	7-10
ISF I	Fleet	150,230	REFINANCE: Caterpillar 140M3 Motor Grader purchased in 2018	7-10
Solid Waste	Operations	142,130	REFINANCE: Caterpillar 140M3 Motor Grader purchased in 2017	7-10
TOTAL LEASE NEEDS		\$ 1,017,360		

TERMS

- 1) Lease #1: \$1,017,360, amortization for 7 or 10 years (whichever financing options your company provides)
- 2) Lease #2: \$0, N/A
- 3) Monthly payment, in arrears, 1st payment estimated to be June 1st, 2022
- 4) Bank Qualified debt
- 5) Only quotes for the entire finance needs and lease structure will be considered valid bids
- 6) Quotes will be reviewed and tabulated on Tuesday, March 22, quote will be awarded April 19th (estimate).
- 7) Financial statements/budgets/audits can be found at: <https://www.gunnisoncounty.org/390/Financial-Reporting>
- 8) In submitting your formal quote, please include the following:
 - a) Financial institution's ability to provide funding
 - b) Interest rate for the lease(s), and the length of time you can hold that rate
 - c) Recent list of references in which capital lease financing was provided
 - d) Requirements you will need to fully execute the financing package (collateral, reserve account, etc...)
 - e) If funds will be kept in escrow until needed, NET YIELD of interest rate and administrative costs
- 9) County may be able to be reimbursed with quoted financing if payments are made with County cash.
- 10) Because of Colorado laws, specifically TABOR requirements, Gunnison County requests that the following language in our professional services contracts:

"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 the Termination paragraph of this Agreement."

Point of Contact

Name: Juan Guerra
 Title: Chief Financial Officer
 Email: jguerra@gunnisoncounty.org
 Phone #: (970) 641-2203

SUBJECT TO AND MADE A PART OF THAT CERTAIN PROPOSAL DATED MARCH 15, 2022

LESSEE: COUNTY OF GUNNISON, CO
LESSOR: HOLMAN CAPITAL CORPORATION
COMMENCEMENT: 21-Apr-2022
TERM: 7 YEARS
1ST PAYMENT DUE: 21-May-2022
RATE: 3.09%

Payment No.	Date	Payment	Interest	Principal	Purchase Option
0	4/21/2022				
1	5/21/2022	\$ 13,483.99	\$ 2,619.70	\$ 10,864.29	\$ 1,036,690.58
2	6/21/2022	\$ 13,483.99	\$ 2,591.73	\$ 10,892.26	\$ 1,025,471.55
3	7/21/2022	\$ 13,483.99	\$ 2,563.68	\$ 10,920.31	\$ 1,014,223.63
4	8/21/2022	\$ 13,483.99	\$ 2,535.56	\$ 10,948.43	\$ 1,002,946.75
5	9/21/2022	\$ 13,483.99	\$ 2,507.37	\$ 10,976.62	\$ 991,640.83
6	10/21/2022	\$ 13,483.99	\$ 2,479.10	\$ 11,004.89	\$ 980,305.80
7	11/21/2022	\$ 13,483.99	\$ 2,450.76	\$ 11,033.23	\$ 968,941.57
8	12/21/2022	\$ 13,483.99	\$ 2,422.35	\$ 11,061.64	\$ 957,548.08
9	1/21/2023	\$ 13,483.99	\$ 2,393.87	\$ 11,090.12	\$ 946,125.26
10	2/21/2023	\$ 13,483.99	\$ 2,365.31	\$ 11,118.68	\$ 934,673.02
11	3/21/2023	\$ 13,483.99	\$ 2,336.68	\$ 11,147.31	\$ 923,191.29
12	4/21/2023	\$ 13,483.99	\$ 2,307.98	\$ 11,176.01	\$ 911,680.00
13	5/21/2023	\$ 13,483.99	\$ 2,279.20	\$ 11,204.79	\$ 900,139.06
14	6/21/2023	\$ 13,483.99	\$ 2,250.35	\$ 11,233.64	\$ 888,568.41
15	7/21/2023	\$ 13,483.99	\$ 2,221.42	\$ 11,262.57	\$ 876,967.97
16	8/21/2023	\$ 13,483.99	\$ 2,192.42	\$ 11,291.57	\$ 865,337.65
17	9/21/2023	\$ 13,483.99	\$ 2,163.34	\$ 11,320.65	\$ 853,677.38
18	10/21/2023	\$ 13,483.99	\$ 2,134.19	\$ 11,349.80	\$ 841,987.09
19	11/21/2023	\$ 13,483.99	\$ 2,104.97	\$ 11,379.02	\$ 830,266.70
20	12/21/2023	\$ 13,483.99	\$ 2,075.67	\$ 11,408.32	\$ 818,516.13
21	1/21/2024	\$ 13,483.99	\$ 2,046.29	\$ 11,437.70	\$ 806,735.29
22	2/21/2024	\$ 13,483.99	\$ 2,016.84	\$ 11,467.15	\$ 794,924.13
23	3/21/2024	\$ 13,483.99	\$ 1,987.31	\$ 11,496.68	\$ 783,082.55
24	4/21/2024	\$ 13,483.99	\$ 1,957.71	\$ 11,526.28	\$ 771,210.48
25	5/21/2024	\$ 13,483.99	\$ 1,928.03	\$ 11,555.96	\$ 759,307.84
26	6/21/2024	\$ 13,483.99	\$ 1,898.27	\$ 11,585.72	\$ 747,374.55
27	7/21/2024	\$ 13,483.99	\$ 1,868.44	\$ 11,615.55	\$ 735,410.53
28	8/21/2024	\$ 13,483.99	\$ 1,838.53	\$ 11,645.46	\$ 723,415.71
29	9/21/2024	\$ 13,483.99	\$ 1,808.54	\$ 11,675.45	\$ 711,390.00
30	10/21/2024	\$ 13,483.99	\$ 1,778.47	\$ 11,705.52	\$ 699,333.31
31	11/21/2024	\$ 13,483.99	\$ 1,748.33	\$ 11,735.66	\$ 687,245.58
32	12/21/2024	\$ 13,483.99	\$ 1,718.11	\$ 11,765.88	\$ 675,126.73
33	1/21/2025	\$ 13,483.99	\$ 1,687.82	\$ 11,796.17	\$ 662,976.67
34	2/21/2025	\$ 13,483.99	\$ 1,657.44	\$ 11,826.55	\$ 650,795.32
35	3/21/2025	\$ 13,483.99	\$ 1,626.99	\$ 11,857.00	\$ 638,582.61
36	4/21/2025	\$ 13,483.99	\$ 1,596.46	\$ 11,887.53	\$ 626,338.46
37	5/21/2025	\$ 13,483.99	\$ 1,565.85	\$ 11,918.14	\$ 614,062.77
38	6/21/2025	\$ 13,483.99	\$ 1,535.16	\$ 11,948.83	\$ 601,755.48
39	7/21/2025	\$ 13,483.99	\$ 1,504.39	\$ 11,979.60	\$ 589,416.49
40	8/21/2025	\$ 13,483.99	\$ 1,473.54	\$ 12,010.45	\$ 577,045.73
41	9/21/2025	\$ 13,483.99	\$ 1,442.61	\$ 12,041.38	\$ 564,643.11
42	10/21/2025	\$ 13,483.99	\$ 1,411.61	\$ 12,072.38	\$ 552,208.55
43	11/21/2025	\$ 13,483.99	\$ 1,380.52	\$ 12,103.47	\$ 539,741.98
44	12/21/2025	\$ 13,483.99	\$ 1,349.35	\$ 12,134.64	\$ 527,243.30
45	1/21/2026	\$ 13,483.99	\$ 1,318.11	\$ 12,165.88	\$ 514,712.44
46	2/21/2026	\$ 13,483.99	\$ 1,286.78	\$ 12,197.21	\$ 502,149.32
47	3/21/2026	\$ 13,483.99	\$ 1,255.37	\$ 12,228.62	\$ 489,553.84
48	4/21/2026	\$ 13,483.99	\$ 1,223.88	\$ 12,260.11	\$ 476,925.93
49	5/21/2026	\$ 13,483.99	\$ 1,192.31	\$ 12,291.68	\$ 464,265.50
50	6/21/2026	\$ 13,483.99	\$ 1,160.66	\$ 12,323.33	\$ 451,572.47
51	7/21/2026	\$ 13,483.99	\$ 1,128.93	\$ 12,355.06	\$ 438,846.75
52	8/21/2026	\$ 13,483.99	\$ 1,097.12	\$ 12,386.87	\$ 426,088.28
53	9/21/2026	\$ 13,483.99	\$ 1,065.22	\$ 12,418.77	\$ 413,296.95
54	10/21/2026	\$ 13,483.99	\$ 1,033.24	\$ 12,450.75	\$ 400,472.67

SUBJECT TO AND MADE A PART OF THAT CERTAIN PROPOSAL DATED MARCH 15, 2022

LESSEE: COUNTY OF GUNNISON, CO
LESSOR: HOLMAN CAPITAL CORPORATION
COMMENCEMENT: 21-Apr-2022
TERM: 7 YEARS
1ST PAYMENT DUE: 21-May-2022
RATE: 3.09%

Payment No.	Date	Payment	Interest	Principal	Purchase Option
55	11/21/2026	\$ 13,483.99	\$ 1,001.18	\$ 12,482.81	\$ 387,615.38
56	12/21/2026	\$ 13,483.99	\$ 969.04	\$ 12,514.95	\$ 374,724.98
57	1/21/2027	\$ 13,483.99	\$ 936.81	\$ 12,547.18	\$ 361,801.38
58	2/21/2027	\$ 13,483.99	\$ 904.50	\$ 12,579.49	\$ 348,844.51
59	3/21/2027	\$ 13,483.99	\$ 872.11	\$ 12,611.88	\$ 335,854.27
60	4/21/2027	\$ 13,483.99	\$ 839.64	\$ 12,644.35	\$ 322,830.59
61	5/21/2027	\$ 13,483.99	\$ 807.08	\$ 12,676.91	\$ 309,773.38
62	6/21/2027	\$ 13,483.99	\$ 774.43	\$ 12,709.56	\$ 296,682.53
63	7/21/2027	\$ 13,483.99	\$ 741.71	\$ 12,742.28	\$ 283,557.98
64	8/21/2027	\$ 13,483.99	\$ 708.89	\$ 12,775.10	\$ 270,399.63
65	9/21/2027	\$ 13,483.99	\$ 676.00	\$ 12,807.99	\$ 257,207.40
66	10/21/2027	\$ 13,483.99	\$ 643.02	\$ 12,840.97	\$ 243,981.20
67	11/21/2027	\$ 13,483.99	\$ 609.95	\$ 12,874.04	\$ 230,720.94
68	12/21/2027	\$ 13,483.99	\$ 576.80	\$ 12,907.19	\$ 217,426.53
69	1/21/2028	\$ 13,483.99	\$ 543.57	\$ 12,940.42	\$ 204,097.90
70	2/21/2028	\$ 13,483.99	\$ 510.24	\$ 12,973.75	\$ 190,734.94
71	3/21/2028	\$ 13,483.99	\$ 476.84	\$ 13,007.15	\$ 177,337.57
72	4/21/2028	\$ 13,483.99	\$ 443.34	\$ 13,040.65	\$ 163,905.70
73	5/21/2028	\$ 13,483.99	\$ 409.76	\$ 13,074.23	\$ 150,439.25
74	6/21/2028	\$ 13,483.99	\$ 376.10	\$ 13,107.89	\$ 136,938.12
75	7/21/2028	\$ 13,483.99	\$ 342.35	\$ 13,141.64	\$ 123,402.23
76	8/21/2028	\$ 13,483.99	\$ 308.51	\$ 13,175.48	\$ 109,831.49
77	9/21/2028	\$ 13,483.99	\$ 274.58	\$ 13,209.41	\$ 96,225.79
78	10/21/2028	\$ 13,483.99	\$ 240.56	\$ 13,243.43	\$ 82,585.06
79	11/21/2028	\$ 13,483.99	\$ 206.46	\$ 13,277.53	\$ 68,909.20
80	12/21/2028	\$ 13,483.99	\$ 172.27	\$ 13,311.72	\$ 55,198.13
81	1/21/2029	\$ 13,483.99	\$ 138.00	\$ 13,345.99	\$ 41,451.76
82	2/21/2029	\$ 13,483.99	\$ 103.63	\$ 13,380.36	\$ 27,669.99
83	3/21/2029	\$ 13,483.99	\$ 69.17	\$ 13,414.82	\$ 13,852.73
84	4/21/2029	\$ 13,483.99	\$ 34.74	\$ 13,449.25	\$ -
Grand Totals		\$ 1,132,655.16	\$ 115,295.16	\$ 1,017,360.00	

OPTION A
7 YEARS MONTHLY ARREARS



SUBJECT TO AND MADE A PART OF THAT CERTAIN PROPOSAL DATED MARCH 15, 2022

LESSEE: COUNTY OF GUNNISON, CO
LESSOR: HOLMAN CAPITAL CORPORATION
COMMENCEMENT: 21-Apr-2022
TERM: 10 YEARS
1ST PAYMENT DUE: 21-May-2022
RATE: 3.15%

Payment No.	Date	Payment	Interest	Principal	Purchase Option
0	4/21/2022				
1	5/21/2022	\$ 9,894.30	\$ 2,670.57	\$ 7,223.73	\$ 1,045,491.04
2	6/21/2022	\$ 9,894.30	\$ 2,651.61	\$ 7,242.69	\$ 1,037,994.86
3	7/21/2022	\$ 9,894.30	\$ 2,632.60	\$ 7,261.70	\$ 1,030,479.00
4	8/21/2022	\$ 9,894.30	\$ 2,613.53	\$ 7,280.77	\$ 1,022,943.40
5	9/21/2022	\$ 9,894.30	\$ 2,594.42	\$ 7,299.88	\$ 1,015,388.02
6	10/21/2022	\$ 9,894.30	\$ 2,575.26	\$ 7,319.04	\$ 1,007,812.82
7	11/21/2022	\$ 9,894.30	\$ 2,556.05	\$ 7,338.25	\$ 1,000,217.73
8	12/21/2022	\$ 9,894.30	\$ 2,536.78	\$ 7,357.52	\$ 992,602.69
9	1/21/2023	\$ 9,894.30	\$ 2,517.47	\$ 7,376.83	\$ 984,967.68
10	2/21/2023	\$ 9,894.30	\$ 2,498.11	\$ 7,396.19	\$ 977,312.62
11	3/21/2023	\$ 9,894.30	\$ 2,478.69	\$ 7,415.61	\$ 969,637.46
12	4/21/2023	\$ 9,894.30	\$ 2,459.23	\$ 7,435.07	\$ 961,942.17
13	5/21/2023	\$ 9,894.30	\$ 2,439.71	\$ 7,454.59	\$ 954,226.66
14	6/21/2023	\$ 9,894.30	\$ 2,420.14	\$ 7,474.16	\$ 946,490.91
15	7/21/2023	\$ 9,894.30	\$ 2,400.52	\$ 7,493.78	\$ 938,734.85
16	8/21/2023	\$ 9,894.30	\$ 2,380.85	\$ 7,513.45	\$ 930,958.43
17	9/21/2023	\$ 9,894.30	\$ 2,361.13	\$ 7,533.17	\$ 923,161.59
18	10/21/2023	\$ 9,894.30	\$ 2,341.35	\$ 7,552.95	\$ 915,344.29
19	11/21/2023	\$ 9,894.30	\$ 2,321.53	\$ 7,572.77	\$ 907,506.47
20	12/21/2023	\$ 9,894.30	\$ 2,301.65	\$ 7,592.65	\$ 899,648.08
21	1/21/2024	\$ 9,894.30	\$ 2,281.72	\$ 7,612.58	\$ 891,769.06
22	2/21/2024	\$ 9,894.30	\$ 2,261.73	\$ 7,632.57	\$ 883,869.35
23	3/21/2024	\$ 9,894.30	\$ 2,241.70	\$ 7,652.60	\$ 875,948.91
24	4/21/2024	\$ 9,894.30	\$ 2,221.61	\$ 7,672.69	\$ 868,007.68
25	5/21/2024	\$ 9,894.30	\$ 2,201.47	\$ 7,692.83	\$ 860,045.60
26	6/21/2024	\$ 9,894.30	\$ 2,181.28	\$ 7,713.02	\$ 852,062.62
27	7/21/2024	\$ 9,894.30	\$ 2,161.03	\$ 7,733.27	\$ 844,058.69
28	8/21/2024	\$ 9,894.30	\$ 2,140.73	\$ 7,753.57	\$ 836,033.74
29	9/21/2024	\$ 9,894.30	\$ 2,120.38	\$ 7,773.92	\$ 827,987.74
30	10/21/2024	\$ 9,894.30	\$ 2,099.97	\$ 7,794.33	\$ 819,920.60
31	11/21/2024	\$ 9,894.30	\$ 2,079.51	\$ 7,814.79	\$ 811,832.30
32	12/21/2024	\$ 9,894.30	\$ 2,058.99	\$ 7,835.31	\$ 803,722.75
33	1/21/2025	\$ 9,894.30	\$ 2,038.43	\$ 7,855.87	\$ 795,591.92
34	2/21/2025	\$ 9,894.30	\$ 2,017.81	\$ 7,876.49	\$ 787,439.76
35	3/21/2025	\$ 9,894.30	\$ 1,997.13	\$ 7,897.17	\$ 779,266.19
36	4/21/2025	\$ 9,894.30	\$ 1,976.40	\$ 7,917.90	\$ 771,071.16
37	5/21/2025	\$ 9,894.30	\$ 1,955.62	\$ 7,938.68	\$ 762,854.63
38	6/21/2025	\$ 9,894.30	\$ 1,934.78	\$ 7,959.52	\$ 754,616.52
39	7/21/2025	\$ 9,894.30	\$ 1,913.88	\$ 7,980.42	\$ 746,356.79
40	8/21/2025	\$ 9,894.30	\$ 1,892.93	\$ 8,001.37	\$ 738,075.37
41	9/21/2025	\$ 9,894.30	\$ 1,871.93	\$ 8,022.37	\$ 729,772.22
42	10/21/2025	\$ 9,894.30	\$ 1,850.87	\$ 8,043.43	\$ 721,447.27
43	11/21/2025	\$ 9,894.30	\$ 1,829.76	\$ 8,064.54	\$ 713,100.47
44	12/21/2025	\$ 9,894.30	\$ 1,808.59	\$ 8,085.71	\$ 704,731.76
45	1/21/2026	\$ 9,894.30	\$ 1,787.36	\$ 8,106.94	\$ 696,341.08
46	2/21/2026	\$ 9,894.30	\$ 1,766.08	\$ 8,128.22	\$ 687,928.37
47	3/21/2026	\$ 9,894.30	\$ 1,744.75	\$ 8,149.55	\$ 679,493.58
48	4/21/2026	\$ 9,894.30	\$ 1,723.35	\$ 8,170.95	\$ 671,036.65
49	5/21/2026	\$ 9,894.30	\$ 1,701.90	\$ 8,192.40	\$ 662,557.52
50	6/21/2026	\$ 9,894.30	\$ 1,680.40	\$ 8,213.90	\$ 654,056.13
51	7/21/2026	\$ 9,894.30	\$ 1,658.84	\$ 8,235.46	\$ 645,532.43
52	8/21/2026	\$ 9,894.30	\$ 1,637.22	\$ 8,257.08	\$ 636,986.35
53	9/21/2026	\$ 9,894.30	\$ 1,615.55	\$ 8,278.75	\$ 628,417.85
54	10/21/2026	\$ 9,894.30	\$ 1,593.81	\$ 8,300.49	\$ 619,826.84



SUBJECT TO AND MADE A PART OF THAT CERTAIN PROPOSAL DATED MARCH 15, 2022

LESSEE: COUNTY OF GUNNISON, CO
LESSOR: HOLMAN CAPITAL CORPORATION
COMMENCEMENT: 21-Apr-2022
TERM: 10 YEARS
1ST PAYMENT DUE: 21-May-2022
RATE: 3.15%

Payment No.	Date	Payment	Interest	Principal	Purchase Option
55	11/21/2026	\$ 9,894.30	\$ 1,572.02	\$ 8,322.28	\$ 611,213.28
56	12/21/2026	\$ 9,894.30	\$ 1,550.18	\$ 8,344.12	\$ 602,577.11
57	1/21/2027	\$ 9,894.30	\$ 1,528.28	\$ 8,366.02	\$ 593,918.28
58	2/21/2027	\$ 9,894.30	\$ 1,506.31	\$ 8,387.99	\$ 585,236.71
59	3/21/2027	\$ 9,894.30	\$ 1,484.30	\$ 8,410.00	\$ 576,532.36
60	4/21/2027	\$ 9,894.30	\$ 1,462.22	\$ 8,432.08	\$ 567,805.16
61	5/21/2027	\$ 9,894.30	\$ 1,440.09	\$ 8,454.21	\$ 559,055.05
62	6/21/2027	\$ 9,894.30	\$ 1,417.89	\$ 8,476.41	\$ 550,281.97
63	7/21/2027	\$ 9,894.30	\$ 1,395.64	\$ 8,498.66	\$ 541,485.86
64	8/21/2027	\$ 9,894.30	\$ 1,373.33	\$ 8,520.97	\$ 532,666.65
65	9/21/2027	\$ 9,894.30	\$ 1,350.97	\$ 8,543.33	\$ 523,824.31
66	10/21/2027	\$ 9,894.30	\$ 1,328.54	\$ 8,565.76	\$ 514,958.74
67	11/21/2027	\$ 9,894.30	\$ 1,306.05	\$ 8,588.25	\$ 506,069.91
68	12/21/2027	\$ 9,894.30	\$ 1,283.51	\$ 8,610.79	\$ 497,157.74
69	1/21/2028	\$ 9,894.30	\$ 1,260.91	\$ 8,633.39	\$ 488,222.18
70	2/21/2028	\$ 9,894.30	\$ 1,238.24	\$ 8,656.06	\$ 479,263.16
71	3/21/2028	\$ 9,894.30	\$ 1,215.52	\$ 8,678.78	\$ 470,280.62
72	4/21/2028	\$ 9,894.30	\$ 1,192.74	\$ 8,701.56	\$ 461,274.50
73	5/21/2028	\$ 9,894.30	\$ 1,169.90	\$ 8,724.40	\$ 452,244.75
74	6/21/2028	\$ 9,894.30	\$ 1,147.00	\$ 8,747.30	\$ 443,191.30
75	7/21/2028	\$ 9,894.30	\$ 1,124.04	\$ 8,770.26	\$ 434,114.08
76	8/21/2028	\$ 9,894.30	\$ 1,101.01	\$ 8,793.29	\$ 425,013.02
77	9/21/2028	\$ 9,894.30	\$ 1,077.93	\$ 8,816.37	\$ 415,888.08
78	10/21/2028	\$ 9,894.30	\$ 1,054.79	\$ 8,839.51	\$ 406,739.19
79	11/21/2028	\$ 9,894.30	\$ 1,031.58	\$ 8,862.72	\$ 397,566.27
80	12/21/2028	\$ 9,894.30	\$ 1,008.32	\$ 8,885.98	\$ 388,369.28
81	1/21/2029	\$ 9,894.30	\$ 984.99	\$ 8,909.31	\$ 379,148.14
82	2/21/2029	\$ 9,894.30	\$ 961.61	\$ 8,932.69	\$ 369,902.81
83	3/21/2029	\$ 9,894.30	\$ 938.16	\$ 8,956.14	\$ 360,633.21
84	4/21/2029	\$ 9,894.30	\$ 914.65	\$ 8,979.65	\$ 351,339.27
85	5/21/2029	\$ 9,894.30	\$ 891.08	\$ 9,003.22	\$ 342,020.94
86	6/21/2029	\$ 9,894.30	\$ 867.44	\$ 9,026.86	\$ 332,678.14
87	7/21/2029	\$ 9,894.30	\$ 843.75	\$ 9,050.55	\$ 323,310.82
88	8/21/2029	\$ 9,894.30	\$ 819.99	\$ 9,074.31	\$ 313,918.91
89	9/21/2029	\$ 9,894.30	\$ 796.17	\$ 9,098.13	\$ 304,502.34
90	10/21/2029	\$ 9,894.30	\$ 772.29	\$ 9,122.01	\$ 295,061.06
91	11/21/2029	\$ 9,894.30	\$ 748.34	\$ 9,145.96	\$ 285,594.99
92	12/21/2029	\$ 9,894.30	\$ 724.34	\$ 9,169.96	\$ 276,104.08
93	1/21/2030	\$ 9,894.30	\$ 700.26	\$ 9,194.04	\$ 266,588.25
94	2/21/2030	\$ 9,894.30	\$ 676.13	\$ 9,218.17	\$ 257,047.45
95	3/21/2030	\$ 9,894.30	\$ 651.93	\$ 9,242.37	\$ 247,481.59
96	4/21/2030	\$ 9,894.30	\$ 627.67	\$ 9,266.63	\$ 237,890.63
97	5/21/2030	\$ 9,894.30	\$ 603.35	\$ 9,290.95	\$ 228,274.50
98	6/21/2030	\$ 9,894.30	\$ 578.96	\$ 9,315.34	\$ 218,633.12
99	7/21/2030	\$ 9,894.30	\$ 554.50	\$ 9,339.80	\$ 208,966.43
100	8/21/2030	\$ 9,894.30	\$ 529.99	\$ 9,364.31	\$ 199,274.37
101	9/21/2030	\$ 9,894.30	\$ 505.41	\$ 9,388.89	\$ 189,556.87
102	10/21/2030	\$ 9,894.30	\$ 480.76	\$ 9,413.54	\$ 179,813.85
103	11/21/2030	\$ 9,894.30	\$ 456.05	\$ 9,438.25	\$ 170,045.26
104	12/21/2030	\$ 9,894.30	\$ 431.27	\$ 9,463.03	\$ 160,251.03
105	1/21/2031	\$ 9,894.30	\$ 406.43	\$ 9,487.87	\$ 150,431.08
106	2/21/2031	\$ 9,894.30	\$ 381.53	\$ 9,512.77	\$ 140,585.36
107	3/21/2031	\$ 9,894.30	\$ 356.56	\$ 9,537.74	\$ 130,713.80
108	4/21/2031	\$ 9,894.30	\$ 331.52	\$ 9,562.78	\$ 120,816.33
109	5/21/2031	\$ 9,894.30	\$ 306.42	\$ 9,587.88	\$ 110,892.87

SUBJECT TO AND MADE A PART OF THAT CERTAIN PROPOSAL DATED MARCH 15, 2022

LESSEE: COUNTY OF GUNNISON, CO
LESSOR: HOLMAN CAPITAL CORPORATION
COMMENCEMENT: 21-Apr-2022
TERM: 10 YEARS
1ST PAYMENT DUE: 21-May-2022
RATE: 3.15%

Payment No.	Date	Payment	Interest	Principal	Purchase Option
110	6/21/2031	\$ 9,894.30	\$ 281.25	\$ 9,613.05	\$ 100,943.36
111	7/21/2031	\$ 9,894.30	\$ 256.02	\$ 9,638.28	\$ 90,967.74
112	8/21/2031	\$ 9,894.30	\$ 230.72	\$ 9,663.58	\$ 80,965.94
113	9/21/2031	\$ 9,894.30	\$ 205.35	\$ 9,688.95	\$ 70,937.88
114	10/21/2031	\$ 9,894.30	\$ 179.91	\$ 9,714.39	\$ 60,883.48
115	11/21/2031	\$ 9,894.30	\$ 154.41	\$ 9,739.89	\$ 50,802.70
116	12/21/2031	\$ 9,894.30	\$ 128.85	\$ 9,765.45	\$ 40,695.45
117	1/21/2032	\$ 9,894.30	\$ 103.21	\$ 9,791.09	\$ 30,561.68
118	2/21/2032	\$ 9,894.30	\$ 77.51	\$ 9,816.79	\$ 20,401.30
119	3/21/2032	\$ 9,894.30	\$ 51.74	\$ 9,842.56	\$ 10,214.25
120	4/21/2032	\$ 9,894.30	\$ 25.46	\$ 9,868.84	\$ -
Grand Totals		\$ 1,187,316.00	\$ 169,956.00	\$ 1,017,360.00	

OPTION B
10 YEARS MONTHLY ARREARS

Tuesday, 15 March 2022

Juan Guerra
Chief Financial Officer
County of Gunnison
200 E. Virginia
Gunnison, CO 81230

VIA E-MAIL

RE: Proposal for Lease Purchase Financing

Mr. Guerra:

Holman Capital Corporation (“HCC”) is pleased to present to the County of Gunnison its proposal for equipment/project financing. The terms and conditions of our proposal are outlined as below:

Option	Financing Amount	Interest Rate	Term (Years)	Payment Frequency	Payments Per Year	Payment	Total Payment
A	\$1,017,360.00	3.09%	7	Monthly	12	\$13,483.99	\$1,132,655.16
B	\$1,017,360.00	3.15%	10	Monthly	12	\$9,894.30	\$1,187,316.00

LESSEE: **County of Gunnison**, Lessee is a state or political subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the “Code”).

LESSOR: Holman Capital Corporation, or its Assignee

GUIDANCE LINE OF CREDIT: The Lessor will endeavor to provide a \$2,000,000.00 Guidance Line of Credit to fund future transactions. The Guidance Line of Credit will have a twelve (12) month renewal period. Each drawdown is subject to collateral review and final legal approval. The interest rate will be set at the time of funding and remain fixed for the term of the financing.

TYPE OF FINANCING: Master Lease Purchase Agreement. Said Agreement shall be a net lease arrangement whereby Lessee is responsible for all costs of operation, maintenance, insurance, and taxes. The Agreement shall be based on the annual appropriation of funds. Each funding under the Master Lease Purchase Agreement will have a Payment Schedule, Financing Amount, Market Interest Rate and Related Exhibits.

BANK QUALIFICATION:	The financing will be Bank Qualified (Small Issuer). The Borrower expects to issue less than \$10,000,000.00 in new tax-exempt debt or capital leases in the current calendar year.
EQUIPMENT/ USE OF PROCEEDS:	Various Vehicles and Heavy-Duty Equipment
PURCHASE OPTION:	<p>The purchase option can be exercised on any scheduled payment date.</p> <p>The current payment and purchase option are due should the Lessee decide to exercise the option.</p>
ESCROW FUNDING:	<p>HCC has assumed funding of an escrow account for this transaction on or about April 21, 2022. The Equipment Acquisition Fund will be used to pay equipment vendors/contractors and any escrow expenses.</p> <p>Escrow Agent will be selected by Lessee subject to HCC's credit approval. HCC to review and approve escrow disbursements prior to Escrow Agent disbursing of funds. It is assumed that all interest earnings will accrue for benefit of Lessee. This proposal also does not take into consideration the application of any interest earnings from the escrow fund of the account.</p>
ESCROW DISBURSEMENTS:	<p>HCC will request the following information from the Lessee to authorize disbursement of funds to vendors and or the Lessee from the escrow account:</p> <ul style="list-style-type: none">• Executed Disbursement Request Form• Executed Acceptance Certificate• Copies of Vendor Invoices;• Proof of Payment (required if Lessee is requesting a reimbursement)• Proof of Insurance (both Liability and Property and Casualty Coverage)• For vehicles, a copy of the Title Application listing Holman Capital Corporation, or its assignee as a lien holder; and• For vehicles, a copy of the MSO or Manufacturer's Statement of Origin.
REIMBURSEMENT:	If Lessee intends to be reimbursed for any equipment cost associated with this Agreement, intent for reimbursement

from the proceeds of this Agreement must be evidenced, and must qualify under the Treasury Regulation Section 1.150.2.

INSURANCE:

The Lessee shall furnish confirmation of all risk physical damage insurance coverage for the full cost of the property plus one million (\$1,000,000.00) dollars combined single limit property damage and bodily injury insurance covering the property. HCC shall be named as loss payee and additional insured on such coverage.

AUTHORIZED SIGNORS:

The Lessee's governing board shall provide HCC with its resolution or ordinance authorizing this Agreement and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION:

The Lessee's counsel shall furnish HCC with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to HCC.

LEGAL TITLE:

Title to the equipment will be in the name of Lessee. Lessor will be granted a security interest or lien on all collateral being financed.

DOCUMENTATION:

Utilize standard HCC lease agreement that will cover all facets of the transaction. A copy of the sample master lease agreement will be forwarded to the Lessee upon acceptance of the proposal. The Lessee will be responsible for a \$1,500.00 documentation fee, which can be taken from lease proceeds or paid at closing.

RATE LOCK EXPIRATION:

If funding does not take place by April 21, 2022, the Lease Rate and Lease Payment Amounts will be adjusted to market conditions three (3) days prior to funding. Once set, the Lease Rate will remain fixed for the Lease Term.

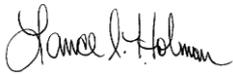
FINANCIAL STATEMENTS:

Lessee shall provide to Lessor three (3) years of current financial statements, budgets, demographics, and proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.

This proposal is subject to final credit approval by the Credit/Investment Committee of Holman Capital Corporation and approval of the lease documents in Holman Capital Corporation's sole discretion. To render a credit decision, Lessee shall provide HCC with the information requested above. Upon receipt of the signed proposal, we will endeavor to provide you with a timely commitment.

It is a pleasure to offer this proposal to you and we look forward to your favorable acknowledgment.

Sincerely,

A handwritten signature in black ink that reads "Lance Holman".

Lance Holman
President & CEO

AGREED TO AND ACCEPTED BY:

Name: _____

Title: _____

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Temporary Road Use Agreement; Crested Butte/Mt Cre

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and The Chamber Crested Butte/Mt Crested Butte

Term Begins: 6/24/2022

Term Ends:

Grant Contract #:

Summary:

The Chamber has applied for a Road Use Agreement for a 3 hour rolling closure on Kebler Pass for safety during the event.

Fiscal Impact:

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:

Normally we would want acknowledgement of the governmental immunity act, but it still applies notwithstanding so this is not fatal to the legal sufficiency of this agreement. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 4/11/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/13/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM Report

Agenda Date: 4/19/2022



April 4, 2022
Alyssa Moore
Events & Operations Manager
events@cbchamber.com
(970) 349-6438

Marlene Crosby
Gunnison County Public Works Director
195 Basin Park Drive
Gunnison, CO 81230

Dear Marlene Crosby,

This is a formal request to close Kebler pass for the Chainless World Championships on Friday, June 24, 2022 from 3pm to 6pm. The Crested Butte/Mt. Crested Butte Chamber of Commerce is seeking permission to close Kebler pass from the top of the pass to 1st and Whiterock Ave, in Crested Butte. The race will begin at the top of the pass at 4:15 and finish at Whiterock Ave, where racers will disperse.

Attached you will find the Certificate of Liability Insurance with Gunnison County listed as additionally insured, as well as maps of the proposed route, and a proposed schedule of events for the Chainless World Championships. Please do not hesitate to reach out with any further questions.

Sincerely,
Alyssa Moore

Map of road closure from top of Kebler Pass to Whiterock Ave.
Route of Competitive Race



Route of Recreational Race from the Y to Whiterock Ave.



Chainless World Championship Tentative Schedule of Events

Friday, June 24th, 2022

Alyssa Moore

Director of Operations

events@cbchamber.com

970-349-6438

Time: 9:00 AM -12:00 PM

Location: Chamber parking lot, 601 Elk Ave

- Registration of participants.
- Bikes dropped off by participants, loaded into trailers, and dropped off to the top of Kebler Pass.

Time: 2:30-3:30 PM

Location: Chamber parking lot at 601 Elk to the top of Kebler Pass

- Mtn. Express and the Gunnison Watershed School District will bus participants and security team members (one in each bus) to the top of Kebler.
- One 96g trash bin and one 96g recycling bin will be dropped off at the top of Kebler Pass.

Time: 3:30 PM

Location: 1st and Elk

- Two members of the security team come down from Kebler Pass to Whiterock to assist in potential crowd control.

Time: 4:00 PM

Location: Kebler Pass

- Ambulance and Police stationed at the top of Kebler pass
- Ambulance stationed at Whiterock
- Medical Station set up at Splains Gulch
- Volunteers with radios set up at Whiterock
- Three additional members of security come down from Kebler Pass to help with potential Whiterock crowd control.

Time: 4:15 pm

Location: Top of Kebler

- Race will start from the top of Kebler Pass, to Whiterock Ave.

Time: 6:00 pm

Location: Kebler Pass

- Vulcan, a security team member, and ambulance follow the last racer down to Whiterock Ave.
- Road reopens

Emergency Services:

We are kindly requesting that the Crested Butte Fire Department be stationed at two locations with ambulances:

1. 4:00- 6:30 pm - The top of Kebler Pass at the race start, and following the last racer down to Elk Ave.
2. 4:00- 6:30 pm- At 1st and Whiterock as the racers come down Kebler and onto Whiterock.

We are kindly requesting the Marshall's and/or Mt. Crested Butte Police presence:

1. 3:00-6:30 pm - The top of Kebler Pass at the race start for help with crowd control.
2. 4:00-6:30 pm - At 1st and Whiterock as the racers come down Kebler onto Whiterock to help with potential crowd control and emergency response.

We will also have an aid station staffed with a medical professional located at Splains Gulch off of Kebler Rd. that will serve as a general first aid/ water station and safe location until the ambulance follows the last racer down.

All registered racers will be required to sign a waiver, and wear a helmet. Signs for required helmet usage will be posted at registration and up on Kebler Pass, and persons will not be allowed to get on a bus without a helmet.

We will be working with Gunnison County and submitting a ERMA for this event and will be putting all recommended safety measures in place.

TEMPORARY ROAD USE AGREEMENT

THIS TEMPORARY ROAD USE AGREEMENT hereinafter (“Agreement”) is made and entered into on this _____ day of _____, 2022, by and between the Crested Butte / Mt. Crested Butte Chamber of Commerce, whose address is 601 Elk Avenue, Crested Butte, CO 81224 (hereinafter “Chamber”) and the Board of County Commissioners of the County of Gunnison, Colorado, a political subdivision of the State of Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (hereinafter “Gunnison County”).

FOR AND IN CONSIDERATION of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. GRANT OF PERMISSION TO USE

Gunnison County grants to Chamber temporary permission to use a portion of County Road 12, identified by Gunnison County (the “Property”) only as set forth herein.

2. TERM OF USE

Chamber shall temporarily use a portion of County Road 12 on Friday, June 24, 2022 from 3:00 p.m. to 6:00 p.m.

3. CHAMBER’S USE LIMITED

Chamber’s use of County Road 12 shall be for and limited to a single special event for the benefit of the public, specifically limited to use of the Property for a chainless race event.

4. OBLIGATIONS OF THE RESPECTIVE PARTIES

- a. Chamber shall ensure closure of that portion of County Road 12, identified by Gunnison County from the top of Kebler Pass to the intersection of 1st and Whiterock Avenue in Crested Butte to vehicle traffic, with the exception of chase vehicles, event staff vehicles, emergency vehicles and law enforcement.
- b. Chamber agrees to indemnify, defend and hold harmless Gunnison County, its agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (include 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 Chamber or its employees, sub-consultants or agents in connection with Chamber’s use of the Property pursuant to this Agreement. This provision 4.b. shall survive any termination or expiration of the Term of Use period or this Agreement with respect to any liability, injury or damage caused or occurring prior to such termination.

- c. Chamber shall ensure that Gunnison County is named as an additional insured, or has the named benefit of, the insurance coverage of Chamber regarding the chainless race event, with limits no less than:
 - i. For any injury to one person in any single occurrence, Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000); and
 - ii. For any injury to two or more persons in any single occurrence, the sum of One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000).

Chamber shall furnish to Gunnison County current certificates of such insurance to Gunnison County no later than Monday, June 13, 2022.

Nothing in this Agreement, including but not limited to the required or the existence of the insurance required hereunder is or shall be deemed a waiver by the Chamber or Gunnison County of any defense or claim of sovereign immunity, nor a waiver of any other provision of law relating to the liability of governmental units or the limits thereof.

This provision 4.c. shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage caused or occurring prior to such termination.

- d. Chamber shall be responsible for, and shall promptly pay to Gunnison County, all reasonable costs to repair any damage to County Road 12 caused by Chamber's use of the Property under this Agreement.
- e. Chamber will need to keep emergency access routes open during the closure.
- f. Should any damage happen to adjacent fences or guard rail, Chamber will be responsible for fixing the damage and/or paying for the repair of the damages depending on severity and complexity of the damage.

5. NON-WAIVER

No covenant or condition of this Agreement may be waived except by the written consent of the parties hereto. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the term or condition to be performed by the other party to which the same may apply, and, until complete performance of said term or condition, the parties shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.

6. NOTICES

Service of all notices under this Agreement shall be sufficient if sent via hand delivery or certified registered mail as follows:

Chamber:

Crested Butte / Mt. Crested Butte Chamber of Commerce
c/o Crested Butte Bike Week Committee
601 Elk Avenue
Crested Butte, CO 81224

Gunnison County:

Board of County Commissioners
of the County of Gunnison, Colorado
c/o Matthew Birnie, County Manager
200 East Virginia
Gunnison, CO 81230

7. SEVERABILITY

In the event any term, condition or provision contained in this Agreement is held by any court of competent jurisdiction to be invalid, the invalidity of such term, condition or provision shall in no way affect any other covenant, condition or provision herein contained. Provided, however, that if the invalidity of such term, condition or provision causes material prejudice to either party hereto with respect to its respective rights and obligations contained in the remaining valid portions of this Agreement, then at the option of such party, this Agreement may be declared to be terminated.

8. GOVERNING LAW – BINDING AGREEMENT

This Agreement shall be deemed to have been made in and be construed in accordance with the laws of the State of Colorado and be binding upon the parties hereto, their successors and assigns.

9. ENTIRE AGREEMENT

This instrument constitutes the entire Agreement between Gunnison County and Chamber, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

10. VENUE

Venue for any and all legal actions regarding this Agreement shall lie in the District Court in and for the County of Gunnison and State of Colorado.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals on the day and year first set forth above.

CRESTED BUTTE/MT. CRESTED BUTTE CHAMBER OF COMMERCE

By: _____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____

ATTEST:

Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Mining Lease for Sand Gravel and Aggregate; Alphon

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Alphonse Orin Tamarcaz

Term Begins: 4/19/2022

Term Ends:

Grant Contract #:

Summary:

The County has had this land in Doyleville under lease agreement for aggregate since 1985. This lease extends the lease term and changes the name to current owner.

Fiscal Impact: \$1.00 per ton/yard mined

Submitted by: Marlene D. Crosby

Submitter's Email Address: mcrosby@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 4/11/2022

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 4/11/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/13/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM Report

Agenda Date: 4/19/2022

MINING LEASE
FOR SAND GRAVEL AND AGGREGATE

THIS LEASE made this _____ day of _____, 2022 between Alphonse Orin Tamarcaz, 2509 County Road 46, Gunnison, CO 81230, County of Gunnison, State of Colorado ("Owner") and BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO, a body corporate and politic operating pursuant to the laws of the State of Colorado, doing business at 200 E. Virginia Avenue, Gunnison, CO 81230, County of Gunnison. State of Colorado, hereinafter referred to as "County." Owner, in consideration of the Lease terms set forth herein to be kept and performed by County, and of the payment of rent, royalties and in-kind materials by County as provided herein, and subject to the terms, conditions, and provisions, contained herein, leases to County that certain tract of land situated in Gunnison County, State of Colorado, generally described as land located in the NW4 of Section 2; Township 48 North; Range 3 of the New Mexico Principal Meridian ("Property") and made a part hereof, for the purposes of mining, removing, processing, storing, and marketing there from all sand, gravel, and aggregate, all of which are herein referred to as "materials".

1. TERM OF LEASE; EXCLUSIVE RIGHT TO MINE. The term of this Lease shall be a period of twelve (12) years. This Lease constitutes the sole and exclusive right to prospect and remove materials during its term except as expressly allowed in this agreement. Mining shall be completed within the first ten years of the term of this agreement but materials may be stockpiled and removed during the remaining two years of this lease. Upon written request by the County twelve (12) months prior to the expiration of this Lease, Owner shall grant to County an additional twenty-four (24) month period of time to remove any materials stockpiled during the first ten years of the Lease. This extension extends only to the right to stockpile and remove material from a location mutually acceptable to County and Owner. County acknowledges an obligation to continue to pay Owner a royalty of one dollar (\$1.00) per ton/yard for material removed during this extended stockpile period.
2. CONSIDERATION. Consideration for this Lease, which the parties acknowledge is good and sufficient, is as follows:
 - a. Consideration for this lease in hand paid is hereby acknowledged in the amount of ten dollars (\$10.00);
 - b. Payment of a Royalty by County to Owner of one dollar (\$1.00) per ton/yard of material removed from the Property; and
 - c. The extraction and crushing by the County of a total of two hundred (200) tons of Class 6 road base materials on behalf of and for the sole and exclusive use of Owner ("In-Kind Material"). County shall segregate the In-Kind Material on the Property from County material and shall place signage indicating that the In-Kind Material is the property of the Owner. County is not responsible for further processing, marketing or transportation of the In-Kind Material other than what is expressly set forth in this Paragraph 2(c).

3. SURFACE RIGHTS OF COUNTY. County may clear brush, trees, undergrowth, fences internal to the property, corrals, and other improvements, as may be reasonably necessary to explore for materials or to locate pits and stockpile in processing areas and in order to obtain access to these premises, and to carry on its operations hereunder, County shall have the right to make use of all roadways presently existing on the leased premises, and shall have the further right to build such additional roads as may be necessary for the production and removal of materials hereunder. In building such roads, County may use materials from the leased area, and shall not be required to pay any additional royalties for materials so used. County may maintain and operate rock crushing, washing and screening equipment on the leased premises, if it should so desire, to process materials thereon.
4. PERMITS. County shall be responsible for obtaining all necessary State and County permits for the mining operation on the Property at its own expense.
5. PROTECTION AND RESTORATION OF SURFACE. County shall restore the portion of the Property disturbed by its mining operations in accordance with a reclamation plan approved by the Colorado Mined Land Reclamation Board or Division, as solely determined by that agency. Owner shall be consulted by the County in the preparation of said plan, but Owner has no right to withhold approval of such plan, and is otherwise not entitled to any reclamation or restoration beyond that required by Colorado law, rule or plan approved by Colorado Mined Land Reclamation Board or Division, whichever is least stringent. Notwithstanding the foregoing, County agrees to use reasonable efforts to monitor and treat noxious weeds that are a direct result of its mining operations on the Property for two (2) years after it completes such mining operations.
6. FENCING. County shall have the right to remove any fencing on the Property during the course of its mining operations. County shall restore the three-strand barbed-wire fence along the west property lines of the Property once operation is completed unless such requirement is waived by Owner in writing.
7. USE OF PROPERTY BY OWNER. Owner may inspect premises to determine compliance with this Lease provided such inspections do not interfere with the operations or create a safety hazard for County or its agents or employees. Should Owner engage in such inspection, it shall irrevocably and unconditionally 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 related to or connected with such inspection.
8. SURRENDER. County shall have the right to surrender this Lease at any point to Owner upon written notice by County to Owner, provided that all restoration, other than planting,

pursuant to paragraph herein, has been completed in accordance with the Mined Land Reclamation Permit.

9. DEFAULT BY COUNTY. In the event that default occurs in the performance of this Lease by County, Owner shall have the right to give a 30-day notice in writing to County, demanding the correction or removal of such default. In the event County fails to correct or remove such default within such period, Owner may, at its option, terminate this Lease by written notice provided at least sixty (60) days in advance of the termination date. Except as described in this Paragraph 9, if this Lease is terminated by Owner pursuant to this Paragraph, Owner shall have no further right to remedies against County. County shall have sixty (60) days after the date of termination within which to remove any plant, structures or equipment or materials placed on the leased premises by County. Such removal shall occur at the County's sole expense.
10. 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

Owner: Alphonse Orin Tamarcaz
2509 County Road 46
Gunnison, CO 81230

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

11. RESERVATION OF OTHER MINERALS TO OWNER. This Lease pertains only to the removal of materials and no other minerals, oil or gas. All other minerals located on the Property are reserved unto Owner, or his successors or assigns.
12. WARRANTY OF TITLE TO SAND, GRAVEL AND AGGREGATE. Owner represents and warrants to County that it possess an indefeasible estate in fee simple in and to all interest in the materials on the Property and has good right and full power to lease same. Owner shall

indemnify, defend and hold harmless County and pay all claims and costs of defense (including but not limited to attorneys' fees, costs and expenses) for any claims or causes of action arising out of any third parties' alleged rights to or interests in the materials, shall warrant quiet and peaceable possession to the County under the terms of this Lease, and will defend title thereto against all persons who may lawfully claim the same. Further, Owner states that the property is free and clear from any encumbrance affecting the right of the County to mine, remove process or use the materials.

13. WAIVER OF TRESPASS AND NUISANCE CLAIMS. Owner recognizes that the operations contemplated by the lease may, even when conducted in accordance with regulatory requirements, cause interference with adjacent or proximate land uses. Owner hereby waives any tort including trespass and nuisance claims based upon such interference.
14. WAIVER OF IMPLIED COVENANTS. Owner hereby waives any and all rights and benefits which may inure from any implied mineral covenants that arise from or attach to this lease, including but not limited to the implied covenant of marketability or merchantability and the implied covenant of reasonable development.
15. SUBJECT TO APPROPRIATION. This Agreement is subject to County making an annual budget appropriation in an amount sufficient to fund this Lease. If County fails or refuses to make such an appropriation, County reserves the right to terminate this Lease pursuant to the provisions contained herein.
16. ASSIGNMENT AND DELEGATION. No obligations or benefit of either party may be delegated or assigned without the express written agreement of the other party. Currently the property is titled in the name of Alphonse Orin Tamarcaz.
17. MISCELLANEOUS.
 - a. SEVERABILITY. If any clause or provision of this Lease 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 Lease shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
 - c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Lease is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.
 - d. LEGAL AUTHORITY. Owner represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Lease. Each person signing and executing the Lease on behalf of

Owner represents and warrants that he has been fully authorized by Owner to execute the Lease on behalf of Owner and to validly and legally bind Owner to all the terms, performances and provisions of the Lease. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Lease if there is a dispute as to the legal authority of either Owner or the person signing the Lease to enter into the Lease.

- e. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Lease, and the Lease will not be construed against any party merely because any provisions of the Lease were prepared by a particular party.
 - f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Lease and any exhibits to it, the language of the Lease controls.
 - g. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Lease.
 - h. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Lease, time is of the essence.
 - i. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.
18. **WHEN RIGHTS AND REMEDIES NOT WAIVED.** In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Lease shall be deemed or taken to be a waiver of any other breach.
19. **NO THIRD-PARTY BENEFICIARY.** Enforcement of the terms of the Lease and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Lease gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the Owner receiving services or benefits pursuant to the Lease is an incidental beneficiary only.
20. **CONFLICT OF INTEREST.** The signatories to this Lease aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Owner has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Owner shall not employ any person having such known interests. The Owner shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Lease. The Owner represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include

transactions, activities or conduct that would affect the judgment, actions or work of the Owner by placing the Owner's own interests, or the interests of any party with whom the Owner has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Lease in the event it determines a conflict exists, after it has given the Owner written notice describing the conflict.

21. FORCE MAJEURE. Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Lease and both parties will be released from any further obligation to the other.
22. GOVERNING LAW. This Lease shall be governed by and interpreted in accordance with the laws of the State of Colorado. Jurisdiction and venue for any legal proceedings related to this Lease shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado.
23. ENTIRE AGREEMENT. This Lease comprises the entire agreement between County and Contractor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Lease will be binding unless in writing and signed by an authorized representative of each party.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____

ATTEST:

Deputy County Clerk to the Board

OWNER

Alphonse Orin Tamarcaz
Alphonse Orin Tamarcaz

Subscribed and sworn to before me this 5th day of April, 2022.

Witness my hand and official seal.
My commission expires 12/3/24.



Deborah Ferchau
Notary Public
Address: 195 Basin Park Dr
Gunnison CO 81230

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Report

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Present Monthly, 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: 4/13/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 2

Agenda Date: 4/19/2022

TREASURER'S MONTHLY REPORT FOR MARCH 2022

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
	\$	\$	\$	\$
COUNTY FUNDS				
Due from Tre-County General	9,574,951.91	1,687,458.64	(1,297,449.62)	9,964,960.93
Due from Tre-Road & Bridge	3,070,558.12	28,179.56	(163,897.75)	2,934,839.93
Due from Tre-Human Services	513,458.29	60,384.92	(77,549.13)	496,294.08
Due from Tre-Public Health Agency	178,607.95	45,034.24	(16,051.78)	207,590.41
Due from Tre-Conservation Trust	137,270.34	13,752.90	(1,211.46)	149,811.78
Due from Tre-Bond Fund	884.59	-	(7.10)	877.49
Due from Tre-Airport	2,297,853.34	229,398.15	(21,355.00)	2,505,896.49
Due from Tre-Sales Tax	4,401,901.97	280,295.18	(37,587.94)	4,644,609.21
Due from Tre-Land Preservation	1,032,638.40	62,210.61	(8,782.54)	1,086,066.47
Due from Tre-Mosquito	42,550.87	25,180.15	(912.01)	66,819.01
Due from Tre-Sage Grouse	197,354.90	4,014.81	(1,615.33)	199,754.38
Due from Tre-Risk Management	259,758.89	-	(3,517.41)	256,241.48
Due from Tre-Airport Construction	4,207,359.78	40,185.21	(149,778.71)	4,097,766.28
Due from Tre-Capital Projects	286,217.17	7,869.00	(10,488.08)	283,598.09
Due from Tre-Sewer	1,565,830.46	84,186.98	(32,243.24)	1,617,774.20
Due from Tre-Water	859,952.59	-	(38,706.09)	821,246.50
Due from Tre-Solid Waste	305,076.77	83,291.48	(122,094.87)	266,273.38
Due from Tre-Housing Authority	872,374.72	15,409.26	(10,358.53)	877,425.45
Due from Tre-Gunn Sr Housing	42,478.41	6,426.32	(17,113.34)	31,791.39
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	1,708,797.83	78,227.86	(88,160.39)	1,698,865.30
Due from Tre-Internal Service II	883,962.64	2,009.31	(7,119.05)	878,852.90
Due from Tre-Insurance Trust	1,759,948.20	4,843.50	(46,064.32)	1,718,727.38
Due from Tre-Local Marketing District	1,753,607.46	54,027.15	(14,500.29)	1,793,134.32
Due from Tre-Rural Trans Auth	6,839,719.49	410,412.39	(58,198.33)	7,191,933.55
Due from Tre-Public Trustee Agency	8,764.23	-	(4,931.72)	3,832.51
Due from Tre-Series 2010 Bond Reserve	239.37	-	(1.92)	237.45
Due from Tre-Terminal Construction	747,919.85	-	(5,999.58)	741,920.27
Due from Tre-Courthouse Renovation	69.19	-	-	69.19
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	125.00	(125.00)	-
Due from Tre-Treas Fees	-	125,249.55	(125,249.55)	-
Due from Tre-Health Claims	63,640.77	177,663.27	(177,074.27)	64,229.77
Due from Tre-Landfill Closure	1,070,939.04	3,640.93	(8,619.95)	1,065,960.02
Due from Tre-Landfill Cons Resv	902,871.18	13,545.40	(7,351.21)	909,065.37
Due from Tre-Payroll Clearing	13,555.31	773,774.61	(770,308.74)	17,021.18
Due from Tre-Sewer Reserve	96,136.00	-	-	96,136.00
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	13,707.43	-	(109.96)	13,597.47
Due From Tre-Housing Authority Restricted Deposits	11,000.00	-	-	11,000.00
Due From Tre-Housing Authority Restricted Cash #2	277,625.29	-	-	277,625.29
Due from Tre-Accounts Payable Clearing	554,061.38	3,280,800.67	(3,740,055.11)	94,806.94
Due from Tre-Finance Revenue Clearing	-	3,898,050.64	(3,898,050.64)	-
Due from Tre-Water Resource	58,896.62	-	(472.45)	58,424.17
Due from Tre-Workforce Impact Fees	-	-	-	-
Due from Tre-Living Community	301,461.49	109,052.31	(305,576.28)	104,937.52
COUNTY FUNDS TOTAL	46,998,589.44	11,604,700.00	(11,268,688.69)	47,334,600.75
CITIES AND TOWNS	\$	\$	\$	\$
Due from Tre-Crested Butte General	113,223.14	55,440.62	(118,210.69)	50,453.07
Due from Tre-Crested Butte Street/Alley	350,541.89	160,856.96	(367,638.16)	143,760.69
Due from Tre-Gunnison City General	132,208.30	39,441.14	(132,937.60)	38,711.84
Due from Tre-Marble General	9,460.34	2,903.69	(9,514.84)	2,849.19
Due from Tre-Mt Crested Butte General	444,495.59	219,378.03	(467,086.52)	196,787.10
Due from Tre-Pitkin General	10,468.14	3,454.73	(10,534.41)	3,388.46
CITIES AND TOWNS TOTAL	1,060,397.40	481,475.17	(1,105,922.22)	435,950.35
SCHOOLS	\$	\$	\$	\$
Due from Tre-Gunn RE1J Gen	4,709,928.97	1,828,948.13	(6,008,326.07)	530,551.03
Due from Tre-Gunn RE1J Bond	1,712,453.84	641,811.83	(2,196,889.44)	157,376.23
Due from Tre-Delta 50J General	317,972.76	34,069.87	(339,543.84)	12,498.79
Due from Tre-Delta 50J Bond	58,226.66	5,275.12	(62,242.00)	1,259.78
Due from Tre-Montrose RE1J General	46,481.55	22,182.45	(63,118.16)	5,545.84
Due from Tre-Montrose RE1J Bond	6,040.40	2,829.07	(8,238.89)	630.58

Due from Tre-Reij 2014 Mill Override	854,338.34	321,581.07	(1,097,607.43)	78,311.98
SCHOOLS TOTAL	7,705,442.52	2,856,697.54	(9,775,965.83)	786,174.23
IMPROVEMENT DISTRICTS	\$	\$	\$	\$
Due From Tre-Gunn Rising #2	1.41	1.32	(1.41)	1.32
Due from Tre-CO River Water CD	137,654.52	52,190.84	(140,499.24)	49,346.12
Due from Tre-Reserve MD2	51,749.77	43,439.26	(53,025.75)	42,163.28
Due from Tre-Mt Crested Butte DDA	402,735.82	138,450.15	(406,889.32)	134,296.65
Due from Tre-Bostwick Park Water CD	1,324.72	401.16	(1,339.75)	386.13
Due from Tre-Crawford Water CD	19.35	-	(19.35)	-
Due from Tre-Crested Butte South MD	149,017.39	46,149.39	(150,341.39)	44,825.39
Due from Tre-Mt CB Water/San	357,570.35	176,394.17	(376,249.22)	157,715.30
Due from Tre-East River Regional SD	43,404.85	16,348.71	(43,877.89)	15,875.67
Due from Tre-Cemetery	65,987.82	20,248.88	(66,612.29)	19,624.41
Due from Tre-Gunn Co Metro Rec Dist	255,045.49	100,613.11	(261,054.78)	94,603.82
Due from Tre-N Fork Water CD	6,353.41	546.59	(6,366.74)	533.26
Due from Tre-Skyland MD	261,342.23	118,725.47	(264,798.09)	115,269.61
Due from Tre-Upper Gunn Water CD	486,477.88	192,409.50	(498,633.89)	180,253.49
Due from Tre-Crested Butte Fire PD	1,127,182.33	503,658.88	(1,167,369.97)	463,471.24
Due from Tre-Gunn Co Fire PD	291,857.29	95,834.02	(295,092.31)	92,599.00
Due from Tre-Carbondale & Rural Fire PD	69,954.16	25,102.35	(70,671.49)	24,385.02
Due from Tre-Ragged Mt Fire PD	42,723.32	4,344.53	(42,834.79)	4,233.06
Due from Tre-Arrowhead Fire PD	18,911.62	7,553.21	(19,130.63)	7,334.20
Due From Tre-Library General Fund	521,986.08	196,788.57	(531,256.45)	187,518.20
Due From Tre-Reserve MD#2 BOND 2016A	143,305.13	193,041.82	(149,010.24)	187,336.71
Due From Tre-North Fork Ambulance Health Service Dis	80,810.09	9,794.86	(81,066.40)	9,538.55
Due From Tre-Reserve MD #2 BOND 2016B	20,123.82	16,892.12	(20,620.03)	16,395.91
Due From Tre-Reserve MD #2 BOND 2016C	17,612.94	14,784.47	(18,047.22)	14,350.19
Due From Tre-Crested Butte Fire PD Bond	619,456.30	271,383.34	(634,522.17)	256,317.47
IMPROVEMENT DISTRICTS TOTAL	5,172,608.09	2,245,096.72	(5,299,330.81)	2,118,374.00
MISC CONTROL	\$	\$	\$	\$
Due from Tre-Clerk & Recorder	507,648.85	502,415.75	(471,980.90)	538,083.70
Due from Tre-Clerk Sales Tax	15,734.02	64,564.48	(64,601.98)	15,696.52
Due from Tre-SOT	-	262,894.40	(262,894.40)	-
Due from Tre-State Auto	-	169,069.39	(169,069.39)	-
Due from Tre-Clerk ST Domestic Abuse	-	160.00	(160.00)	-
Due from Tre-Clerk State Registrar	21.00	24.00	(45.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	1,000.00	(1,000.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	13,657.55	-	-	13,657.55
Due from Tre-Inmate Trust	10,448.04	32,758.62	(22,137.32)	21,069.34
Due from Tre-Investment Interest	-	433,294.02	(433,294.02)	-
Due from Tre-Treas Deed	2,405.82	440.22	(100.00)	2,746.04
Due from Tre-Unused Remittances	160.60	5,747.74	-	5,908.34
Due from Tre-Elected Official Fees Clrg	21,717.50	37,696.95	(40,823.63)	18,590.82
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	571,793.38	1,510,065.57	(1,466,106.64)	615,752.31
GRAND TOTALS	61,508,830.83	18,698,035.00	(28,916,014.19)	51,290,851.64

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 2022.

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

**TREASURER'S QUARTERLY INTEREST REPORT
FOR GUNNISON COUNTY
FOR THE PERIOD OF JAN-MAR 2022**

FUND	INVESTMENT INTEREST:				
		CURRENT QUARTER	YEAR TO DATE	BUDGETED	% OF BUDGET
COUNTY GENERAL	1	(202,617.11)	(202,617.11)	120,740.00	-167.81%
ROAD & BRIDGE	2	(42,802.14)	(42,802.14)	4,000.00	-1070.05%
HEALTH AND HUMAN SERVICES	3	(6,839.32)	(6,839.32)	8,000.00	-85.49%
PUBLIC HEALTH AGENCY	4	(2,881.10)	(2,881.10)	800.00	-360.14%
CONSERVATION TRUST	7	(2,061.40)	(2,061.40)	500.00	-412.28%
BOND FUND	8	(12.57)	(12.57)	100.00	-12.57%
AIRPORT OPERATIONS	10	(34,589.72)	(34,589.72)	2,000.00	-1729.49%
SALES TAX REVENUE	12	(63,570.22)	(63,570.22)	4,000.00	-1589.26%
LAND PRESERVATION	13	(14,984.25)	(14,984.25)	1,500.00	-998.95%
MOSQUITO	30	(696.21)	(696.21)	640.00	-108.78%
SAGE GROUSE	32	(2,834.64)	(2,834.64)	1,000.00	-283.46%
RISK MANAGEMENT FUND	34	(3,754.29)	(3,754.29)	600.00	-625.72%
AIRPORT CONSTRUCTION	41	(48,404.31)	(48,404.31)	-	
COUNTY CAP EXPEND	43	(3,808.94)	(3,808.94)	-	
SEWER FUND	50	(22,491.68)	(22,491.68)	2,000.00	-1124.58%
WATER FUND	51	(12,054.46)	(12,054.46)	500.00	-2410.89%
SOLID WASTE OPERATIONS	52	(4,175.02)	(4,175.02)	1,000.00	-417.50%
HOUSING AUTHORITY	70	(12,526.76)	(12,526.76)	500.00	-2505.35%
GUNN SR HOUSING	71	(523.84)	(523.84)	100.00	-523.84%
ISF I	80	(24,980.82)	(24,980.82)	2,000.00	-1249.04%
ISF II	82	(12,542.23)	(12,542.23)	1,000.00	-1254.22%
HEALTH INS ISF-III	90	(24,871.88)	(24,871.88)	1,500.00	-1658.13%
GRVL MARKETING DISTRT	91	(26,411.80)	(26,411.80)	15,000.00	-176.08%
RURAL TRANSPORT AUTH	92	(99,840.13)	(99,840.13)	25,000.00	-399.36%
BUILDING CONSTRUCTION RES	101	(3.40)	(3.40)	-	
TERMINAL CONSTRUCTION	102	(10,630.46)	(10,630.46)	1,000.00	-1063.05%
HEALTH CLAIMS	115	(892.69)	(892.69)	-	
SOLID WASTE CLOSURE	125	(15,238.64)	(15,238.64)	3,000.00	-507.95%
SOLID WASTE CONSTRUCT. RES.	126	(12,896.04)	(12,896.04)	2,000.00	-644.80%
SEWER RESERVE	135	(1,363.58)	(1,363.58)	-	
WATER - RESTRICTED	136	(1,113.38)	(1,113.38)	-	
SR HOUSING DEPOSITS	140	(194.83)	(194.83)	-	
WATER RESOURCES	150	(837.12)	(837.12)	100.00	-837.12%
WORKFORCE IMPACT FEE	155	-	-	-	
TOTAL		(713,444.98)	(713,444.98)	198,580.00	-359.27%

Gunnison County Treasurer						
Investment Report						
31-Mar-22						
CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH
Cash on Hand	1100	104,106.21			Cash	N/A
Bank of the West	1101	2,179,203.43	0.00%		Chkg	N/A
Bank of the West CC	1103	1,004,122.84	0.00%		Chkg	N/A
Bank of the West MM	1104	4,394,224.04	0.25%		MMA	Mo
Wells Fargo Warrant Clearing	1145	767,905.08	0.00%		Chkg	N/A
Wells Fargo Revenue Clearing	1147	7,894,194.49	0.16%		Chkg	Mo
ColorTrust Plus	1118	2,457,691.38	0.25%		Pool	Mo
C-Safe	1121	2,595,474.91	0.25%		Pool	Mo
Community Banks of Colorado MM	1320	1,283,457.82	0.25%		MMA	Mo
Gunnison Bank and Trust	1102	154,161.68	0.00%		MMA	Mo
Solera Savings	1161	1,028,683.89	0.20%		MMA	Quarterly
Investment Clearing	1199	14,484.61	0.01%		MMA	Mo
TOTAL CASH AND CHECKING		23,877,710.38			46.52%	
INVESTMENTS						
Ally Bank GJX2	1313	245,785.47	2.45%		CD	SA/Mat 5/23/22 3 yrs
Alma Bank 0BQ9	1282	246,076.53	1.65%		CD	M/MAT 8/12/22 30 MO
AXOS Bank DAH1	1275	246,247.75	1.55%		CD	M/Mat 3/27/23 3 yrs
Bank Hapoalim A2C3	1252	241,717.98	0.30%		CD	SA/ Mat 8/21/23
Bank Midwest 7928	1302	245,000.00	1.95%		CD	A/Mat 11/22/21 27 mo
Bank Midwest 8479	1303	252,212.81	0.60%		CD	A/Mat 5/22/24 42 mo
Bank of Baroda HMT7	1260	233,909.58	0.65%		CD	SA/Mat 7/22/25 5 yrs
Bank of New England KAL2	1326	247,216.51	3.15%		CD	SA/Mat 7/29/22 4 yrs
Bankwell BCL3	1261	242,295.69	0.40%		CD	SA/Mat 7/28/23 3 yrs
Barclays Bank KKR7	1344	246,478.08	2.25%		CD	SA/MAT 7/26/22 5yrs
BMO Harris Bank XAN0	1259	230,281.38	0.55%		CD	Qtrly/Mat 7/29/24 yrs
BMW Bank AKJ2	1343	237,823.21	2.10%		CD	SA/Mat 9/15/21 4yr
Cadence Bank RGA4	1272	245,504.94	1.30%		CD	SA/Mat 4/17/23 3yrs
Capital One Bank RPN5	1271	240,855.33	1.45%		CD	SA/Mat 4/15/25 5 yrs
Cathay Bank 9MQ5	1328	250,707.76	3.15%		CD	SA/Mat 6/8/2023 5 yrs
Celtic Bank RRH2	1306	244,993.63	1.85%		CD	SA/Mat 8/30/24 5 yr
CIT Bank LBA3	1305	246,404.58	1.90%		CD	SA/Mat 8/23/22
Citibank QK40	1330	250,269.46	3.10%		CD	SA/MAT 5/4/23
East Boston Savings PDL2	1254	239,025.43	0.30%		CD	SA/ Mat 2/12/24
Enerbank TQJ2	1257	243,885.00	0.30%		CD	SA/Mat 7/24/23 3 yrs
FFCB EMZW5	1233	473,130.50	0.73%		AG	SA/Mat 5/19/25 4 yrs callable
FFCB L6U3	1251	243,435.25	0.28%		CD	SA/Mat 9/14/23 3 yrs callable
FFCB MHL9	1247	484,217.50	0.31%		AG	SA/Mat 11/30/23 3 yrs callable
FFCB MJT0	1245	456,632.47	0.60%		AG	SA/Mat 12/9/25 5 yrs callable
FHLB AMDV1	1236	470,368.00	1.00%		AG	SA/Mat 5/12/26 5 yrs callable
FHLB AMDY5	1235	469,567.00	1.00%		AG	SA/Mat 5/20/26 5 yrs callable
FHLB AMJN3	1234	469,690.50	0.55%		AG	SA/Mat 5/26/26 5yrs callable
FHLB AMTQ5	1236	331,613.80	0.50%		AG	SA/Mat 12/30/24 4.6yrs callable
FHLB AMTZ5	1235	328,129.90	0.75%		AG	SA/Mat 11/28/25 4yrs callable
FHLB AMXJ6	1234	476,323.50	0.50%		AG	SA?Mat 9/30/24 3.25 yrs callable
FHLB ANG95	1227	467,884.50	0.50%		AG	SA/Mat 8/24/26 5 yrs callable
FHLB AR6F33	1219	491,188.50	2.00%		AG	SA/MAT 3/24/25 3 yrs callable
FHLB ARC33	1220	585,059.40	2.30%		AG	SA/MAT 3/29/27 5 yrs callable
FHLB ANJK7	1229	929,569.00	0.875%		AG	SA/Mat 8/25/26 5 yrs callable
FHLB KWS1	1243	463,076.50	0.53%		AG	SA/Mat 2/17/26 5 yrs callable
FHLB LA53	1244	464,150.50	0.60%		AG	SA/Mat 2/25/26 5 yrs callable
FHLB LM43	1241	470,379.50	0.75%		AG	SA/MAT 9/30/25 4 YRS CALLABLE
FHLB LMM3	1242	470,539.50	1.00%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LV68	1240	471,053.00	1.03%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB LW26	1237	474,055.00	0.75%		AG	SA/MAT 4/22/25 4 YRS CALLABLE
FHLB PH406	1226	467,228.00	1.06%		AG	SA/MAT 10/21/26 5YRS CALLABLE
FHLB PLK90	1225	471,057.00	1.28%		AG	SA/MAT 10/28/26 5 YRS CALLABLE
FHLB Q5F69	1224	481,526.00	1.10%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB QFB49	1223	476,803.50	1.00%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB R7M74	1221	488,513.50	2.00%		AG	SA/MAT 9/30/25 3 1/2 YRS callable
FHLB LW67	1238	471,621.50	1.10%		AG	SA/MAT 4/22/26 5 YRS CALLABLE
FHLMC B3F5	1246	279,847.20	0.60%		AG	SA/Mat 11/20/25 5 yrs callable
FLHMC XAP9	1248	466,586.50	0.60%		AG	SA/Mat 11/12/25 5 yrs callable
First Natl Bank of America YUJ2	1228	229,606.65	0.85%		cd	M/Mat 9/30/26
Firststier Bank LAH1	1304	247,111.90	1.90%		CD	SA/Mat 8/23/23 4 yrs
Flagstar Bank E3X3	1256	237,569.64	0.50%		CD	SA/Mat 7/31/24 yrs
Goldman Sachs P6U6	1399	249,051.07	2.65%		CD	SA/Mat 5/1/23 4yrs
Gunnison Savings and Loan 6020	1106	500,000.00	0.50%		CD	M/Mat 1/17/22 - 5 yrs
Gunnison Savings and Loan 8721	1335	500,000.00	2.70%		CD	M/ AT 2/14/23
Gunnison Bank and Trust	1283	254,987.12	2.00%		CD	Qtrly/Mat 1/27/25
JP Morgan UNC9	1250	225,767.50	0.40%		CD	SA/Mat 9/30/25 5yrs callable
Leader Bank UHF2	1249	239,341.23	0.25%		CD	SA/Mat 10/2/23 callable
Legacy Bank 9156	1402	219,894.02	0.25%		CD	Q/Mat 7/21/23 - 24 mo
Live Oak Bank 6HN7	1284	245,153.37	1.85%		CD	SA/Mat 7/24/24
Luana Savings PHA5	1253	238,985.98	0.30%		CD	SA/ Mat 2/14/24
M Y Safra Bank JBJ0	1258	240,453.29	0.30%		CD	SA/Mat 2/14/24 4 yrs
Marlin Business Bank	1291	245,915.81	1.70%		CD	SA/ Mat 12/4/23 4 yrs
Medallion Bank dgb1	1487	244,444.27	1.60%		CD	SA/MAT 2/6/23 3 yr
Merrick Bank KEW2	1285	245,660.52	1.75%		CD	SA/Mat 1/31/24
Morgan Stanley RRB8	1338	244,676.11	1.90%		CD	SA/Mat 1/2/25
Morgan Stanley Private Bank AYA1	1316	249,099.34	2.75%		CD	SA/Mat 4/4/23 4 yr
Northern Bank & Trust QCJ5	1367	245,117.11	1.25%		CD	SA/Mat 4/18/22 2 yrs
Pacific Western Bank YRK7	1273	242,195.24	1.20%		CD	SA/Mat 4/30/24 4 yrs
Park State Bank VAB7	1265	235,071.37	0.90%		CD	M/Mat 5/22/25 5 yrs callable
Pinnacle Bank SKU4	1269	243,848.50	0.70%		CD	M/Mat 5/8/23 3 yrs
Raymond James Bank	1293	244,549.44	1.85%		CD	SA/Mat 11/26/24 5 yrs
Redstone Bank 0776	1449	259,193.13	0.40%		CD	SA/Mat 11/8/23 - 3 yrs
Sallie Mae 0TT2	1472	246,687.80	1.85%		CD	SA/Mat 10/24/22 3 yrs
State Bank of India NY 5KL4	1333	249,449.64	2.90%		CD	SA/Mat 3/29/23 5 yrs
Texas Capital Bank PLY3	1255	243,741.43	0.30%		CD	SA/Mat 2/7/23
Texas Exchange Bank THU7	1263	235,589.55	1.00%		CD	M/Mat 6/19/25 callable 5 yrs
Townebank PCQ0	1274	245,169.54	1.15%		CD	SA/Mat 4/29/22 4 yrs
Toyota Financial Savings MJS1	1264	235,332.05	0.80%		CD	SA/Mat 6/30/25 5 yrs
US Treasury 2CBQ3	1218	462,812.50	2.40%		AG	SA/MAT 2/28/26 4 YRS
US Treasury 8Z781	1222	478,515.50	1.62%		AG	SA/Mat 1/31/27
Wells Fargo Bank 3A48	1488	249,973.74	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		27,446,902.50			53.48%	
Cash per Treasurer's Ledger		51,324,612.88			100.00%	
Plus Pending Disbursements		(33,761.24)				
Total Due to All Funds		51,290,851.64				

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: March 2022 Cash Transfer Report

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

March 2022 Cash Transfer Report

Fiscal Impact: \$5,189,623.30

Submitted by: Kelly Weak

Submitter's Email Address: kweak@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/13/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 4/19/2022



GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
 March-22

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(641,162.67)
130	95 11122	General - Payroll Account	773,774.61	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	(3,898,050.64)
002	02 11900	Road & Bridge	0.00	(140,095.70)
003	03 11900	Human Services	0.00	(71,815.39)
004	04 11900	Public Health Agency	0.00	(13,952.74)
007	07 11900	Conservation Trust	13,752.90	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	120,308.80	0.00
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	277,392.91	0.00
013	13 11900	Land Preservation	62,210.61	0.00
030	30 11900	Mosquito Control	1,315.00	0.00
032	32 11900	Sage Grouse Trust	4,014.81	0.00
034	34 11900	Risk Management	0.00	(1,445.30)
041	41 11900	Airport Construction	0.00	(116,641.87)
043	43 11900	Capital Expenditures	0.00	(8,194.75)
050	50 11900	Gunnison County Sewer	0.00	(17,541.72)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(31,430.27)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(119,108.72)
125	52 11101	Solid Waste - Landfill Closure	3,640.93	0.00
126	52 11102	Solid Waste - Landfill Const	13,545.40	0.00
070	70 11900	Housing Authority	0.00	(3,109.08)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
142	70 11102	Housing Authority Restricted Cash	0.00	0.00
071	71 11900	Senior Housing - Operating	0.00	(16,856.26)
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	0.00	(73,640.14)
082	82 11900	ISF-II	794.76	0.00
090	90 11900	Health Insurance Trust	0.00	(31,646.33)
115	90 11101	Health Insurance Claims	177,663.27	0.00
091	91 11900	Local Marketing District	54,027.15	0.00
092	92 11900	Transportation Authority	406,381.48	0.00
093	93 11900	Public Trustee Agency	0.00	(4,931.72)
145	95 11121	Accounts Payable Clearing	3,280,800.67	0.00
TOTALS			\$ 5,189,623.30	\$ (5,189,623.30)

TRANSFER FOR JOURNAL ENTRIES:

203076, 203077, 203078, 203079, 203080, 201307, 202290, 202325, 202326, 202337, 202343, 203081, 203321, 203322, 203323, 203326, 203327, 203329, 203333, 203338, 203344, 203345, 203335, 203271, MAR PRJ, MAR AP, MAR GBI,

PREPARED BY: 
 AUTHORIZED BY: 
 RECEIVED BY TREASURER: 

DATE: 4/8/22
 DATE: 4/8/22
 DATE: 4-8-22

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

March-22

Balance	JE's	Description	Finance Business Date	01	01	01	01	01	02
				General Fund 01 11900	Water Resource Prot. 01 11102	Workforce Impact Fees 01 11103	Courthouse Renovation 01 11105	Revenue Clearing 01 11106	Road & Bridge 02 11900
-	203076,	STND1: VEHICLE/EQUIPMENT RENT	3/31/2022	(20,262.96)					
-	203077,	STND2: BUDGETED INTERFUND TRANSF	3/31/2022	47,476.65					(6,947.50)
-	203078,	STND3: MAPPING SYSTEM CHARGES	3/31/2022	(11,863.41)					(1,675.91)
-	203079,	STND4: TELEPHONE/FAX SYSTEM CHARGES	3/31/2022	(3,503.33)					(300.00)
-	203080,	STND5: COMPUTER SYSTEM CHARGES	3/31/2022	(20,644.15)					(1,496.67)
-	201307,	RECLASS COLO COUNTIES CASUALTY	1/31/2022	(10,514.79)					
-	202290,	RECORD AIRPORT ID BADGE	2/28/2022						
-	202325,	EQUIPMENT USAGE FEB	2/28/2022	(367.98)					(84,755.30)
-	202326,	MATERIAL USAGE FEB	2/28/2022						(2,186.59)
-	202337,	RECLASS EQUIPMENT RENT	2/28/2022						(300.00)
-	202343,	PAY SURPLUS CASH	2/28/2022						
-	203081,	WEED RENT TO AIRPORT MAR	3/31/2022	(765.00)					
-	203321,	POSTAGE USE MAR 2022	3/31/2022	(1,122.44)					
-	203322,	COPIES BLACK MAR 2022	3/31/2022	(1,070.73)					(0.48)
-	203323,	COPIES COLOR MAR 2022	3/31/2022	(849.78)					
-	203326,	PH PHOTOCOPY MAR	3/31/2022	(20.00)					
-	203327,	REC MED/DEN/FLEX/Rx CHECKS MAR	3/31/2022	(4,383.84)					
-	203329,	LANDFILL ALLOCATION MAR	3/31/2022						
-	203333,	RECORD PW COMP EARNED MAR	3/31/2022						1,358.99
-	203338,	MOTORPOOL RENTS MAR	3/31/2022	(1,889.77)					
-	203344,	DHS RENT MAR	3/31/2022	12,596.00					
-	203345,	DHS ATTORNEY TIME 1ST QTR	3/31/2022	22,693.72					
-	203335,	REVENUE CLEARING ACTIVITY	3/31/2022	103,241.71				(3,898,050.64)	149,593.29
-	203271,	NET PAYROLL TRANSFER	3/31/2022	(773,774.61)					
-	MAR PRJ,	Payroll Journals	3/31/2022	490,230.87					(176,194.82)
-	MAR AP,	AP CLEARING MARCH	3/31/2022	(466,317.24)					(17,157.86)
-	MAR GBI,	LANDFILL INTERFUND CHARGES	3/31/2022	(51.59)					(32.85)
-		TOTALS		(641,162.67)	-	-	-	(3,898,050.64)	(140,095.70)

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

March-22

JE's	Description	Finance Business Date	03	04	07	08	08	08	10	10
			Human Services 03 11900	Public Health 04 11900	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
203076,	STND1: VEHICLE/EQUIPMENT RENT	3/31/2022	(315.41)						(502.25)	
203077,	STND2: BUDGETED INTERFUND TRANSF	3/31/2022		(5,185.83)					(4,635.00)	
203078,	STND3: MAPPING SYSTEM CHARGES	3/31/2022	(22.08)	(22.08)					(22.08)	
203079,	STND4: TELEPHONE/FAX SYSTEM CHARGES	3/31/2022	(510.00)	(720.00)					(246.67)	
203080,	STND5: COMPUTER SYSTEM CHARGES	3/31/2022	(1,490.01)	(3,898.32)					(1,183.33)	
201307,	RECLASS COLO COUNTIES CASUALTY	1/31/2022							10,514.79	
202290,	RECORD AIRPORT ID BADGE	2/28/2022							75.00	
202325,	EQUIPMENT USAGE FEB	2/28/2022								
202326,	MATERIAL USAGE FEB	2/28/2022								
202337,	RECLASS EQUIPMENT RENT	2/28/2022								
202343,	PAY SURPLUS CASH	2/28/2022								
203081,	WEED RENT TO AIRPORT MAR	3/31/2022							765.00	
203321,	POSTAGE USE MAR 2022	3/31/2022		(11.13)						
203322,	COPIES BLACK MAR 2022	3/31/2022	(2.24)	(37.69)					(24.87)	
203323,	COPIES COLOR MAR 2022	3/31/2022	(24.48)	(59.58)					(57.42)	
203326,	PH PHOTOCOPY MAR	3/31/2022		(356.08)						
203327,	REC MED/DEN/FLEX/Rx CHECKS MAR	3/31/2022								
203329,	LANDFILL ALLOCATION MAR	3/31/2022								
203333,	RECORD PW COMP EARNED MAR	3/31/2022								
203338,	MOTORPOOL RENTS MAR	3/31/2022								
203344,	DHS RENT MAR	3/31/2022	(12,596.00)							
203345,	DHS ATTORNEY TIME 1ST QTR	3/31/2022	(22,693.72)							
203335,	REVENUE CLEARING ACTIVITY	3/31/2022	129,694.80	151,420.99	13,752.90				236,006.55	
203271,	NET PAYROLL TRANSFER	3/31/2022								
MAR PRJ,	Payroll Journals	3/31/2022	(140,190.72)	(123,051.30)					(73,170.71)	
MAR AP,	AP CLEARING MARCH	3/31/2022	(23,665.53)	(32,031.72)					(47,210.21)	
MAR GBI,	LANDFILL INTERFUND CHARGES	3/31/2022								
	TOTALS		(71,815.39)	(13,952.74)	13,752.90	-	-	-	120,308.80	-

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

March-22

JE's	Description	Finance Business Date	12	13	30	32	34	41	43	50
			Sales Tax 12 11900	Land Preservation 13 11900	Mosquito Control 30 11900	Sage Grouse 32 11900	Risk Management 34 11900	Airport Construction 41 11900	Capital Expenditures 43 11900	Sewer Fund 50 11900
203076,	STND1: VEHICLE/EQUIPMENT RENT	3/31/2022								(397.12)
203077,	STND2: BUDGETED INTERFUND TRANSF	3/31/2022	(10,935.00)		1,315.00					(4,216.64)
203078,	STND3: MAPPING SYSTEM CHARGES	3/31/2022								
203079,	STND4: TELEPHONE/FAX SYSTEM CHARGES	3/31/2022								
203080,	STND5: COMPUTER SYSTEM CHARGES	3/31/2022								
201307,	RECLASS COLO COUNTIES CASUALTY	1/31/2022								
202290,	RECORD AIRPORT ID BADGE	2/28/2022								
202325,	EQUIPMENT USAGE FEB	2/28/2022								
202326,	MATERIAL USAGE FEB	2/28/2022								
202337,	RECLASS EQUIPMENT RENT	2/28/2022								
202343,	PAY SURPLUS CASH	2/28/2022								
203081,	WEED RENT TO AIRPORT MAR	3/31/2022								
203321,	POSTAGE USE MAR 2022	3/31/2022								
203322,	COPIES BLACK MAR 2022	3/31/2022								
203323,	COPIES COLOR MAR 2022	3/31/2022								
203326,	PH PHOTOCOPY MAR	3/31/2022								
203327,	REC MED/DEN/FLEX/Rx CHECKS MAR	3/31/2022								
203329,	LANDFILL ALLOCATION MAR	3/31/2022				4,896.86				
203333,	RECORD PW COMP EARNED MAR	3/31/2022								
203338,	MOTORPOOL RENTS MAR	3/31/2022								
203344,	DHS RENT MAR	3/31/2022								
203345,	DHS ATTORNEY TIME 1ST QTR	3/31/2022								
203335,	REVENUE CLEARING ACTIVITY	3/31/2022	450,419.84	62,210.61				1,539,528.43		
203271,	NET PAYROLL TRANSFER	3/31/2022								
MAR PRJ,	Payroll Journals	3/31/2022								(2,670.27)
MAR AP,	AP CLEARING MARCH	3/31/2022	(162,091.93)			(882.05)	(1,445.30)	(1,656,170.30)	(8,194.75)	(10,257.69)
MAR GBI,	LANDFILL INTERFUND CHARGES	3/31/2022								
	TOTALS		277,392.91	62,210.61	1,315.00	4,014.81	(1,445.30)	(116,641.87)	(8,194.75)	(17,541.72)

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

March-22

JE's	Description	Finance Business Date	50	51	51	52	52	52	70	70
			Sewer Bond Reserve 50 11101	Water Fund 51 11900	Water Bond Reserve 51 11101	Solid Waste 52 11900	Landfill Closure 52 11101	Landfill Construction 52 11102	Housing Authority 70 11900	Hsg Auth Deposits 70 11101
203076,	STND1: VEHICLE/EQUIPMENT RENT	3/31/2022		(576.68)		(12,618.14)				
203077,	STND2: BUDGETED INTERFUND TRANSF	3/31/2022		1,558.31		(6,092.49)			(810.00)	
203078,	STND3: MAPPING SYSTEM CHARGES	3/31/2022		(661.50)					(22.08)	
203079,	STND4: TELEPHONE/FAX SYSTEM CHARGES	3/31/2022				(30.00)				
203080,	STND5: COMPUTER SYSTEM CHARGES	3/31/2022		(133.33)		(290.00)				
201307,	RECLASS COLO COUNTIES CASUALTY	1/31/2022								
202290,	RECORD AIRPORT ID BADGE	2/28/2022								
202325,	EQUIPMENT USAGE FEB	2/28/2022		(170.06)		(4,754.91)				
202326,	MATERIAL USAGE FEB	2/28/2022								
202337,	RECLASS EQUIPMENT RENT	2/28/2022								
202343,	PAY SURPLUS CASH	2/28/2022							2,977.00	
203081,	WEED RENT TO AIRPORT MAR	3/31/2022								
203321,	POSTAGE USE MAR 2022	3/31/2022								
203322,	COPIES BLACK MAR 2022	3/31/2022								
203323,	COPIES COLOR MAR 2022	3/31/2022								
203326,	PH PHOTOCOPY MAR	3/31/2022								
203327,	REC MED/DEN/FLEX/Rx CHECKS MAR	3/31/2022								
203329,	LANDFILL ALLOCATION MAR	3/31/2022				(22,083.19)	3,640.93	13,545.40		
203333,	RECORD PW COMP EARNED MAR	3/31/2022		(417.90)		(76.91)				
203338,	MOTORPOOL RENTS MAR	3/31/2022								
203344,	DHS RENT MAR	3/31/2022								
203345,	DHS ATTORNEY TIME 1ST QTR	3/31/2022								
203335,	REVENUE CLEARING ACTIVITY	3/31/2022				155.29				
203271,	NET PAYROLL TRANSFER	3/31/2022								
MAR PRJ,	Payroll Journals	3/31/2022		(9,812.57)		(50,632.37)				
MAR AP,	AP CLEARING MARCH	3/31/2022		(21,216.54)		(22,770.44)			(5,254.00)	
MAR GBI,	LANDFILL INTERFUND CHARGES	3/31/2022				84.44				
TOTALS			-	(31,430.27)	-	(119,108.72)	3,640.93	13,545.40	(3,109.08)	-

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

March-22

JE's	Description	Finance Business Date	70	71	71	72	80	82	90	90
			Hsg Auth Hsg Sales 70 11102	Senior Housing 71 11900	Senior Hsg. Deposits 71 11101	Assisted Living 72 11900	Internal Service I 80 11900	Internal Service II 82 11900	Health Insurance 90 11900	Health Claims Clearing 90 11101
203076,	STND1: VEHICLE/EQUIPMENT RENT	3/31/2022					34,672.56			
203077,	STND2: BUDGETED INTERFUND TRANSF	3/31/2022					3,106.66	(5,305.00)	(4,888.33)	
203078,	STND3: MAPPING SYSTEM CHARGES	3/31/2022						14,289.14		
203079,	STND4: TELEPHONE/FAX SYSTEM CHARGES	3/31/2022					(30.00)	5,370.00		
203080,	STND5: COMPUTER SYSTEM CHARGES	3/31/2022					(253.33)	29,589.14		
201307,	RECLASS COLO COUNTIES CASUALTY	1/31/2022								
202290,	RECORD AIRPORT ID BADGE	2/28/2022						(75.00)		
202325,	EQUIPMENT USAGE FEB	2/28/2022					90,048.25			
202326,	MATERIAL USAGE FEB	2/28/2022					2,186.59			
202337,	RECLASS EQUIPMENT RENT	2/28/2022					300.00			
202343,	PAY SURPLUS CASH	2/28/2022		(2,977.00)						
203081,	WEED RENT TO AIRPORT MAR	3/31/2022								
203321,	POSTAGE USE MAR 2022	3/31/2022						1,133.57		
203322,	COPIES BLACK MAR 2022	3/31/2022						1,136.01		
203323,	COPIES COLOR MAR 2022	3/31/2022						991.26		
203326,	PH PHOTOCOPY MAR	3/31/2022						376.08		
203327,	REC MED/DEN/FLEX/Rx CHECKS MAR	3/31/2022							(173,279.43)	177,663.27
203329,	LANDFILL ALLOCATION MAR	3/31/2022								
203333,	RECORD PW COMP EARNED MAR	3/31/2022					(864.18)			
203338,	MOTORPOOL RENTS MAR	3/31/2022					1,889.77			
203344,	DHS RENT MAR	3/31/2022								
203345,	DHS ATTORNEY TIME 1ST QTR	3/31/2022								
203335,	REVENUE CLEARING ACTIVITY	3/31/2022		9,696.00						
203271,	NET PAYROLL TRANSFER	3/31/2022								
MAR PRJ,	Payroll Journals	3/31/2022					(75,823.39)	(29,399.57)	195,416.57	
MAR AP,	AP CLEARING MARCH	3/31/2022		(23,575.26)			(128,873.07)	(17,310.87)	(48,895.14)	
MAR GBI,	LANDFILL INTERFUND CHARGES	3/31/2022								
	TOTALS		-	(16,856.26)	-	-	(73,640.14)	794.76	(31,646.33)	177,663.27

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

March-22

JE's	Description	Finance Business Date	91	92	93	95	95
			Marketing District 91 11900	Transportation Authority 92 11900	Public Trustee 93 11900	Accounts Pay Clearing 95 11121	Payroll Clearing 95 11122
203076,	STND1: VEHICLE/EQUIPMENT RENT	3/31/2022					
203077,	STND2: BUDGETED INTERFUND TRANSF	3/31/2022	(3,465.83)	(975.00)			
203078,	STND3: MAPPING SYSTEM CHARGES	3/31/2022					
203079,	STND4: TELEPHONE/FAX SYSTEM CHARGES	3/31/2022			(30.00)		
203080,	STND5: COMPUTER SYSTEM CHARGES	3/31/2022			(200.00)		
201307,	RECLASS COLO COUNTIES CASUALTY	1/31/2022					
202290,	RECORD AIRPORT ID BADGE	2/28/2022					
202325,	EQUIPMENT USAGE FEB	2/28/2022					
202326,	MATERIAL USAGE FEB	2/28/2022					
202337,	RECLASS EQUIPMENT RENT	2/28/2022					
202343,	PAY SURPLUS CASH	2/28/2022					
203081,	WEED RENT TO AIRPORT MAR	3/31/2022					
203321,	POSTAGE USE MAR 2022	3/31/2022					
203322,	COPIES BLACK MAR 2022	3/31/2022					
203323,	COPIES COLOR MAR 2022	3/31/2022					
203326,	PH PHOTOCOPY MAR	3/31/2022					
203327,	REC MED/DEN/FLEX/Rx CHECKS MAR	3/31/2022					
203329,	LANDFILL ALLOCATION MAR	3/31/2022					
203333,	RECORD PW COMP EARNED MAR	3/31/2022					
203338,	MOTORPOOL RENTS MAR	3/31/2022					
203344,	DHS RENT MAR	3/31/2022					
203345,	DHS ATTORNEY TIME 1ST QTR	3/31/2022					
203335,	REVENUE CLEARING ACTIVITY	3/31/2022	324,159.65	728,170.58			
203271,	NET PAYROLL TRANSFER	3/31/2022					773,774.61
MAR PRJ,	Payroll Journals	3/31/2022			(4,701.72)		
MAR AP,	AP CLEARING MARCH	3/31/2022	(266,666.67)	(320,814.10)		3,280,800.67	
MAR GBI,	LANDFILL INTERFUND CHARGES	3/31/2022					
	TOTALS		54,027.15	406,381.48	(4,931.72)	3,280,800.67	773,774.61

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Sales Tax - LMD Reports

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

February 2022 Sales Tax and Local Marketing District Tax Reports

Fiscal Impact: See reports.

Submitted by: Kelly Weak

Submitter's Email Address: kweak@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 4/14/2022

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: 4/15/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 4/19/2022

Gunnison County, Colorado
County Taxable Sales
For the Year Ended 12/31/22

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	18,967,548	18,062,071	0	0	0	0	0	0	0	0	0	0	37,029,619
Crested Butte	14,992,677	16,681,498	0	0	0	0	0	0	0	0	0	0	31,674,175
Mt. Crested Butte	6,535,099	8,287,717	0	0	0	0	0	0	0	0	0	0	14,822,816
Marble	102,381	141,319	0	0	0	0	0	0	0	0	0	0	243,700
Pitkin	16,078	57,347	0	0	0	0	0	0	0	0	0	0	73,425
Unincorporated	11,167,071	10,312,892	0	0	0	0	0	0	0	0	0	0	21,479,963
TOTAL TAXABLE SALES	51,780,854	53,542,844	0	105,323,698									
Computed 1% Sales Tax	517,808.54	535,428.44	0.00	1,053,236.98									
% Incr(Decr) of 2022 over 2021	22.44%	16.01%											

For the Year Ended 12/31/21

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	16,592,456	17,005,091	17,498,356	17,802,918	19,214,279	24,686,272	27,342,687	25,690,327	28,897,715	21,293,379	19,815,858	20,077,443	255,916,781
Crested Butte	12,513,507	13,017,048	16,540,802	7,696,158	9,230,655	16,590,751	21,120,859	17,427,006	16,891,778	11,762,498	9,192,482	15,932,227	167,915,771
Mt. Crested Butte	4,990,371	6,986,247	7,855,129	2,046,403	1,593,221	3,321,433	6,366,186	4,286,626	3,622,579	2,451,522	1,780,870	6,108,786	51,409,373
Marble	134,091	110,204	163,848	95,749	262,325	495,547	512,659	388,561	530,582	347,595	89,599	150,251	3,281,011
Pitkin	60,157	74,791	61,971	51,597	114,822	254,657	292,045	275,076	175,385	76,561	191,747	80,553	1,709,362
Unincorporated	7,999,252	8,959,136	9,714,171	7,854,839	9,857,208	15,130,334	14,954,200	14,206,055	13,942,015	11,130,388	11,297,526	13,232,335	138,277,459
TOTAL TAXABLE SALES	42,289,834	46,152,517	51,834,277	35,547,664	40,272,510	60,478,994	70,588,636	62,273,651	64,060,054	47,061,943	42,368,082	55,581,595	618,509,757
Computed 1% Sales Tax	422,898.34	461,525.17	518,342.77	355,476.64	402,725.10	604,789.94	705,886.36	622,736.51	640,600.54	470,619.43	423,680.82	555,815.95	6,185,097.57
% Incr(Decr) of 2021 over 2020	11.54%	21.90%	67.66%	39.42%	34.53%	40.95%	22.20%	17.97%	12.51%	12.30%	19.99%	10.12%	23.65%

	Y-T-D 2021 TOTAL	Y-T-D 2022 TOTAL	Difference	%
City of Gunnison	33,597,547	37,029,619	3,432,072	10.22%
Crested Butte	25,530,555	31,674,175	6,143,620	24.06%
Mt. Crested Butte	11,976,618	14,822,816	2,846,198	23.76%
Marble	244,295	243,700	(595)	-0.24%
Pitkin	134,948	73,425	(61,523)	-45.59%
Unincorporated	16,958,388	21,479,963	4,521,575	26.66%
TOTAL TAXABLE SALES	88,442,351	105,323,698	16,881,347	19.09%
TOTAL COUNTY REVENUE	491,642	598,656	107,015	21.77%

	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%

PREVIOUS YEARS FOR COMPARISON

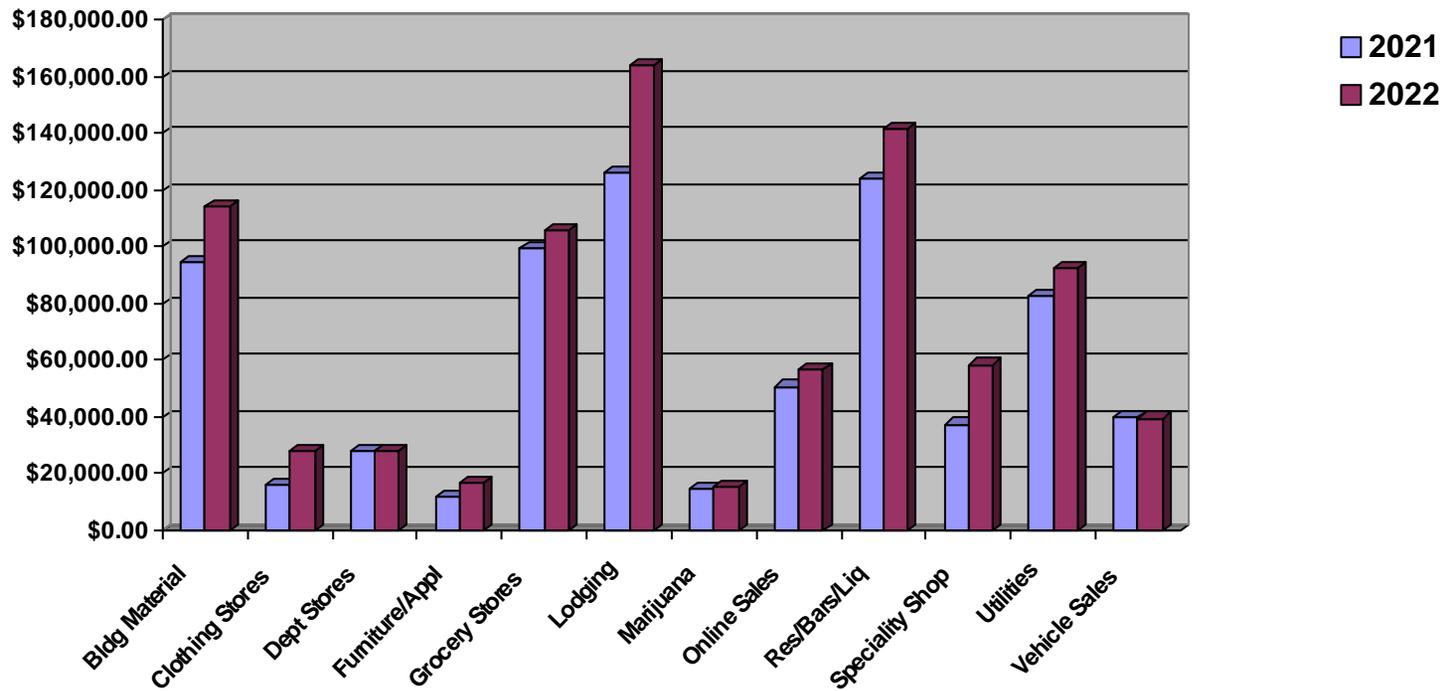
	2019 TOTAL	2020 TOTAL	Difference	%
City of Gunnison	208,654,907	217,223,917	8,569,010	4.11%
Crested Butte	124,011,858	129,700,628	5,688,770	4.59%
Mt. Crested Butte	41,690,589	36,716,482	(4,974,107)	-11.93%
Marble	2,611,538	2,857,002	245,464	9.40%
Pitkin	1,485,301	1,278,152	(207,149)	-13.95%
Unincorporated	78,846,346	112,437,436	33,591,090	42.60%
TOTAL TAXABLE SALES	457,300,539	500,213,617	42,913,078	9.38%

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

SALES TAX REVENUE COMPARISONS

YEAR													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				
2022	Current Month TOTAL COUNTY REVENUE	\$ 297,058.63	\$ 301,597.68											\$ 598,656.31	\$ 598,656.31	\$ 3,406,600.00
	% Change over previous year (monthly)	27.08%	16.95%												21.77%	17.57%
2021	Current Month TOTAL COUNTY REVENUE	\$ 233,764.43	\$ 257,877.27	\$ 290,061.24	\$ 199,331.52	\$ 232,967.59	\$ 360,365.64	\$ 410,033.18	\$ 364,717.53	\$ 372,329.35	\$ 273,280.66	\$ 250,647.04	\$ 326,388.65	\$ 3,571,764.10	\$ 491,641.70	\$ 3,406,600.00
	% Change over previous year (monthly)	10.45%	19.35%	71.68%	39.31%	36.67%	43.26%	22.38%	19.85%	14.40%	14.65%	22.07%	9.15%		14.95%	14.43%
2020	Current Month TOTAL COUNTY REVENUE	\$ 211,645.49	\$ 216,060.62	\$ 168,955.20	\$ 143,088.55	\$ 170,460.34	\$ 251,543.96	\$ 335,046.12	\$ 304,308.97	\$ 325,464.58	\$ 238,366.46	\$ 205,331.59	\$ 299,015.41	\$ 2,869,287.29	\$ 427,706.11	\$ 2,364,672.12
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		26.91%	18.09%
2019	Current Month TOTAL COUNTY REVENUE	\$ 170,067.96	\$ 166,941.31	\$ 175,741.46	\$ 132,172.13	\$ 142,697.59	\$ 237,026.29	\$ 315,888.42	\$ 272,815.87	\$ 247,730.77	\$ 201,759.56	\$ 179,763.86	\$ 260,373.24	\$ 2,502,978.46	\$ 337,009.27	\$ 2,110,144.44
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		9.82%	15.97%
2018	Current Month TOTAL COUNTY REVENUE	\$ 158,998.15	\$ 147,877.26	\$ 168,534.55	\$ 120,215.15	\$ 143,035.31	\$ 214,044.30	\$ 282,456.83	\$ 233,447.74	\$ 276,580.27	\$ 159,001.17	\$ 125,310.95	\$ 194,759.60	\$ 2,224,261.28	\$ 306,875.41	\$ 1,924,050.00
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		7.13%	15.95%
2017	Current Month TOTAL COUNTY REVENUE	\$ 139,392.05	\$ 147,046.94	\$ 175,494.85	\$ 96,225.07	\$ 115,278.76	\$ 183,923.35	\$ 225,051.99	\$ 239,240.43	\$ 200,934.31	\$ 141,366.34	\$ 116,835.75	\$ 182,355.98	\$ 1,963,145.82	\$ 286,438.99	\$ 1,838,400.00
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		-0.59%	15.58%
2016	Current Month TOTAL COUNTY REVENUE	\$ 125,157.30	\$ 162,978.56	\$ 157,480.34	\$ 104,370.28	\$ 109,392.20	\$ 180,729.23	\$ 236,844.80	\$ 228,536.23	\$ 188,023.92	\$ 120,347.56	\$ 95,627.52	\$ 172,116.30	\$ 1,881,604.24	\$ 288,135.86	\$ 1,838,000.00
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		14.13%	15.68%
2015	Current Month TOTAL COUNTY REVENUE	\$ 126,678.67	\$ 125,794.53	\$ 150,379.22	\$ 85,651.79	\$ 102,663.54	\$ 165,070.67	\$ 230,768.25	\$ 195,967.70	\$ 196,937.46	\$ 113,087.50	\$ 100,454.29	\$ 165,122.68	\$ 1,758,576.30	\$ 252,473.20	\$ 1,590,000.00
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		13.49%	15.88%
2014	Current Month TOTAL COUNTY REVENUE	\$ 111,193.82	\$ 111,264.35	\$ 135,936.02	\$ 79,959.58	\$ 99,519.75	\$ 148,591.26	\$ 217,271.71	\$ 182,557.86	\$ 181,452.74	\$ 107,834.56	\$ 96,183.39	\$ 151,915.60	\$ 1,623,680.64	\$ 222,458.17	\$ 1,472,000.00
	% Change over previous year (monthly)	0.79%	4.46%	4.02%	6.01%	8.73%	5.16%	7.10%	9.55%	23.01%	-0.72%	6.56%	9.74%		2.59%	15.11%
2013	Current Month TOTAL COUNTY REVENUE	\$ 110,323.53	\$ 106,514.20	\$ 130,684.01	\$ 75,428.71	\$ 91,528.08	\$ 141,300.06	\$ 202,862.92	\$ 166,649.18	\$ 147,508.85	\$ 108,616.50	\$ 90,259.56	\$ 138,427.93	\$ 1,510,103.53	\$ 216,837.73	\$ 1,425,560.00
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%		6.49%	15.21%
2012	Current Month TOTAL COUNTY REVENUE	\$ 92,940.69	\$ 110,678.57	\$ 116,280.84	\$ 77,835.01	\$ 94,048.48	\$ 145,374.41	\$ 181,344.11	\$ 141,276.47	\$ 132,636.58	\$ 96,095.54	\$ 88,302.36	\$ 131,131.54	\$ 1,407,944.60	\$ 203,619.26	\$ 1,329,266.00
	% Change over previous year (monthly)	-5.63%	11.73%	-2.46%	8.75%	16.00%	21.77%	2.09%	-10.04%	0.67%	5.01%	3.11%	-7.50%		3.07%	15.32%
2011	Current Month TOTAL COUNTY REVENUE	\$ 98,483.50	\$ 99,062.88	\$ 119,211.37	\$ 71,571.55	\$ 81,077.59	\$ 119,386.11	\$ 177,639.68	\$ 157,047.23	\$ 131,749.00	\$ 91,514.44	\$ 85,637.00	\$ 141,760.78	\$ 1,374,141.13	\$ 197,546.38	\$ 1,314,611.00
	% 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

2021/2022 YTD INDUSTRY COMPARISON AS OF FEBRUARY



Feb 2022

Taxes by Industry

Amusement & Entertainment	\$32,748.26
Bldg Material & Trades	\$54,133.53
Clothing Stores	\$9,797.25
Department Stores	\$14,546.39
Furniture & Appliance Stores	\$7,616.05
Gas/Convenience Stores	\$6,077.17
Grocery Stores	\$53,722.96
Lodging	\$97,778.74
Manufacturing	\$10,486.99
Marijuana	\$7,489.58
Miscellaneous Services	\$45,480.01
Online Sales	\$25,189.12
Ranching & Agriculture	\$168.04
Restaurant/Bars/Liquor Stores	\$75,292.63
Specialty Shops	\$28,811.72
Utilities	\$45,986.05
Vehicle Sales/Parts/Services	\$20,103.95
<i>GRAND TOTAL:</i>	\$535,428.44

Taxes by Industry and Jurisdiction

February 2022

Amusement & Entertainment

<i>Almont</i>	2.43
<i>Crested Butte</i>	11342.56
<i>Gunnison</i>	4863.49
<i>Marble</i>	11.27
<i>Mt. Crested Butte</i>	11128.06
<i>Ohio City</i>	7.55
<i>Parlin</i>	4.66
<i>Pitkin</i>	71.70
<i>Rem of Cnty</i>	5316.44
<i>Somerset</i>	0.10

Grand Total By Industry: \$32,748.26

Bldg Material & Trades

<i>Almont</i>	10.38
<i>Crested Butte</i>	20195.65
<i>Gunnison</i>	23509.34
<i>Marble</i>	355.54
<i>Mt. Crested Butte</i>	541.85
<i>Ohio City</i>	27.45
<i>Parlin</i>	48.02
<i>Pitkin</i>	14.34
<i>Powderhorn</i>	9.93
<i>Rem of Cnty</i>	8895.40
<i>Somerset</i>	525.63

Grand Total By Industry: \$54,133.53

Clothing Stores

<i>Almont</i>	5.60
<i>Crested Butte</i>	4820.65
<i>Gunnison</i>	1681.70
<i>Marble</i>	12.47
<i>Mt. Crested Butte</i>	2631.42
<i>Ohio City</i>	0.69
<i>Pitkin</i>	2.86
<i>Powderhorn</i>	0.96

<i>Rem of Cnty</i>	638.17
<i>Somerset</i>	2.73

Grand Total By Industry: \$9,797.25

Department Stores

<i>Almont</i>	-23.73
<i>Crested Butte</i>	1080.43
<i>Gunnison</i>	12499.44
<i>Marble</i>	12.13
<i>Mt. Crested Butte</i>	186.38
<i>Ohio City</i>	39.75
<i>Parlin</i>	-55.29
<i>Pitkin</i>	7.77
<i>Powderhorn</i>	88.97
<i>Rem of Cnty</i>	686.38
<i>Somerset</i>	24.16

Grand Total By Industry: \$14,546.39

Furniture & Appliance Stores

<i>Almont</i>	3.90
<i>Crested Butte</i>	1130.66
<i>Gunnison</i>	2327.83
<i>Marble</i>	49.35
<i>Mt. Crested Butte</i>	1350.71
<i>Ohio City</i>	10.96
<i>Pitkin</i>	13.86
<i>Powderhorn</i>	0.23
<i>Rem of Cnty</i>	2722.67
<i>Somerset</i>	5.88

Grand Total By Industry: \$7,616.05

Gas/Convenience Stores

<i>Crested Butte</i>	1031.78
<i>Gunnison</i>	4559.65
<i>Pitkin</i>	1.18
<i>Rem of Cnty</i>	484.56

Grand Total By Industry: \$6,077.17

Grocery Stores

<i>Almont</i>	3.58
<i>Crested Butte</i>	12464.50
<i>Gunnison</i>	41010.12

<i>Marble</i>	1.41
<i>Mt. Crested Butte</i>	119.62
<i>Ohio City</i>	2.52
<i>Pitkin</i>	1.36
<i>Rem of Cnty</i>	108.15
<i>Somerset</i>	11.70

Grand Total By Industry: \$53,722.96

Lodging

<i>Almont</i>	1452.04
<i>Crested Butte</i>	31711.24
<i>Gunnison</i>	8021.16
<i>Marble</i>	290.50
<i>Mt. Crested Butte</i>	47163.46
<i>Ohio City</i>	8.58
<i>Pitkin</i>	28.66
<i>Powderhorn</i>	19.38
<i>Rem of Cnty</i>	9059.36
<i>Somerset</i>	24.36

Grand Total By Industry: \$97,778.74

Manufacturing

<i>Almont</i>	13.83
<i>Crested Butte</i>	2035.82
<i>Gunnison</i>	2883.17
<i>Marble</i>	104.96
<i>Mt. Crested Butte</i>	584.54
<i>Ohio City</i>	95.89
<i>Pitkin</i>	55.63
<i>Powderhorn</i>	1.98
<i>Rem of Cnty</i>	3780.10
<i>Somerset</i>	929.40
<i>Tincup</i>	1.67

Grand Total By Industry: \$10,486.99

Marijuana

<i>Crested Butte</i>	3319.30
<i>Gunnison</i>	4170.28

Grand Total By Industry: \$7,489.58

Miscellaneous Services

<i>Almont</i>	2.70
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<i>Crested Butte</i>	18197.28
<i>Gunnison</i>	16577.10
<i>Marble</i>	73.26
<i>Mt. Crested Butte</i>	3143.14
<i>Ohio City</i>	28.21
<i>Parlin</i>	1.32
<i>Pitkin</i>	14.33
<i>Rem of Cnty</i>	5575.57
<i>Sapinero</i>	3.69
<i>Somerset</i>	1863.00
<i>Tincup</i>	0.41

Grand Total By Industry: \$45,480.01

Online Sales

<i>Rem of Cnty</i>	25189.12
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Grand Total By Industry: \$25,189.12

Ranching & Agriculture

<i>Gunnison</i>	55.09
<i>Marble</i>	44.63
<i>Mt. Crested Butte</i>	4.23
<i>Ohio City</i>	0.57
<i>Rem of Cnty</i>	63.52

Grand Total By Industry: \$168.04

Restaurant/Bars/Liquor Stores

<i>Crested Butte</i>	42963.80
<i>Gunnison</i>	22316.24
<i>Mt. Crested Butte</i>	7461.65
<i>Pitkin</i>	1.26
<i>Rem of Cnty</i>	2549.68

Grand Total By Industry: \$75,292.63

Specialty Shops

<i>Almont</i>	37.07
<i>Crested Butte</i>	7984.84
<i>Gunnison</i>	11079.77
<i>Marble</i>	100.45
<i>Mt. Crested Butte</i>	699.48
<i>Ohio City</i>	32.31
<i>Parlin</i>	2.89
<i>Pitkin</i>	22.66

<i>Powderhorn</i>	1.24
<i>Rem of Cnty</i>	5221.74
<i>Sapinero</i>	4.46
<i>Somerset</i>	3624.33
<i>Tincup</i>	0.48

Grand Total By Industry: \$28,811.72

Utilities

<i>Almont</i>	2321.14
<i>Crested Butte</i>	6643.31
<i>Gunnison</i>	12103.36
<i>Marble</i>	289.79
<i>Mt. Crested Butte</i>	7794.90
<i>Ohio City</i>	119.20
<i>Parlin</i>	222.85
<i>Pitkin</i>	273.48
<i>Powderhorn</i>	0.27
<i>Rem of Cnty</i>	15743.26
<i>Somerset</i>	474.49

Grand Total By Industry: \$45,986.05

Vehicle Sales/Parts/Services

<i>Almont</i>	0.34
<i>Crested Butte</i>	1893.16
<i>Gunnison</i>	12962.97
<i>Marble</i>	67.43
<i>Mt. Crested Butte</i>	67.73
<i>Ohio City</i>	1.39
<i>Parlin</i>	1.44
<i>Pitkin</i>	64.38
<i>Rem of Cnty</i>	4926.61
<i>Somerset</i>	118.50

Grand Total By Industry: \$20,103.95

\$535,428.44

COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2022														
Current Month Net Collection	327,256.87	341,717.00												
Interest Credit	35.00	199.00												
Program Cost	142.12	151.65												
Current Total Distribution	\$ 327,433.99	\$ 342,067.65											\$ 669,501.64	\$ 669,501.64
% Change over previous year (cumulative)	28.01%	15.91%												
2021														
Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
Current Total Distribution	\$ 255,793.86	\$ 321,802.16	\$ 403,591.57	\$ 95,161.04	\$ 113,119.09	\$ 373,494.58	\$ 478,803.13	\$ 367,144.34	\$ 430,845.10	\$ 170,090.37	\$ 144,541.99	\$ 335,612.28	\$ 3,489,999.51	\$ 577,596.02
% Change over previous year (cumulative)	32.88%	40.50%	64.94%	60.58%	70.92%	78.01%	65.77%	56.82%	49.45%	46.60%	46.37%	43.19%	43.19%	
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%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2016														
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	\$ 154,435.98	\$ 165,326.89	\$ 164,787.97	\$ 102,949.89	\$ 49,027.50	\$ 134,527.61	\$ 267,932.26	\$ 194,452.87	\$ 224,682.64	\$ 68,701.47	\$ 41,424.49	\$ 163,080.47	\$ 1,731,330.04	\$ 319,762.87
% Change over previous year (cumulative)	48.61%	40.79%	10.92%	24.08%	22.90%	18.62%	17.77%	13.06%	12.09%	11.70%	11.88%	14.85%	14.85%	
2015														
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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Continued Public Hearing; Street and Alley Vacatio

Action Requested: County Manager Signature

Parties to the Agreement: Jerry A Stallard and Terry L. Smith-Stallard represent by Law of the Rockies

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

Summary:

The BOCC considered this request at a meeting on February 9, 2022 and did not approve it at that time. Requested changes including removing 1st Street from the request have been made.

Fiscal Impact: Fees have been paid

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: Required Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 4/11/2022

County Attorney Review: Required Not Required

Comments:

BOCC has discretion to grant or deny application, AND EQUAL PROTECTION CLAUSE DOES NOT REQUIRE BOCC TO GRANT as was represented by counsel for applicant in last hearing. Also, BOCC decision last hearing was merely continuance and opportunity for applicant to amend. BOCC NOT BOUND BY DICTA STATEMENTS in last hearing; formal action supercedes dicta. MRH

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/13/2022

Consent Agenda Regular Agenda Worksession

Time Allotted: 15

Agenda Date: 4/19/2022

Revised for 4/19/22

Street Vacation Checklist
Items from the Applicant Jerry and Terry Stallard

#1.	Signed Application Letter	<input checked="" type="radio"/> Yes	No	N/A
	Proof of Ownership	<input checked="" type="radio"/> Yes	No	N/A
	Location Map	<input checked="" type="radio"/> Yes	No	N/A
#2.	Identification of Area to be Vacated (Revised)	<input checked="" type="radio"/> Yes	No	N/A
	Narrative describing the area	<input checked="" type="radio"/> Yes	No	N/A
	Shown on a map/plat/etc	<input checked="" type="radio"/> Yes	No	N/A
#3.	Application Fees Paid	<input checked="" type="radio"/> Yes	No	N/A
#4.	Certified Mail to Adjacent Property Owners (copies of receipts) (Notices sent by Public Works Department)	<input checked="" type="radio"/> Yes	No	N/A
#5.	Survey of Property	<input checked="" type="radio"/> Yes	No	N/A

Street Vacation Checklist PWD Review

Public Works recommends the findings as follows:

#1.	Public Notice	Work with Admin & set Public Hearing Date & Time		
		(2x in local newspaper)	<input checked="" type="radio"/> Yes	No N/A
		County Website	Yes	<input checked="" type="radio"/> No N/A
		Notice to Utility Companies	<input checked="" type="radio"/> Yes	No N/A
		Notice to County Departments	<input checked="" type="radio"/> Yes	No N/A
#2	Compliance with <u>Road Standards</u> Section 2.9.2			
2-1	Compliance with C.R.S. 43-2-301 et.seq		<input checked="" type="radio"/> Yes	No N/A
2-2	Consistency with comp plan		Yes	No <input checked="" type="radio"/> N/A
2-3	Restricts or makes difficult access to any parcel <i>Vacation eliminates two potential access points</i>		<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> No N/A <i>1st Street removed from request</i>
2-4	Disruptive to existing travel modes See Map labeled 3-4 for existing travel routes		Yes	<input checked="" type="radio"/> No N/A
2-5	Changes conditions in traffic or development plans <i>Vacation eliminates two potential future access points</i>		<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> No N/A "
2-6	Anticipates changes or conditions in traffic or developments		Yes	No <input checked="" type="radio"/> N/A
2-7	Adverse impacts to natural environment		Yes	<input checked="" type="radio"/> No N/A
2-8	Impacts to community needs		Yes	<input checked="" type="radio"/> No N/A

2-9	Impact on public health, safety or welfare	Yes	<input checked="" type="radio"/> No	N/A
2-10	Conflicts with other established County roads or public Roads under County jurisdiction	Yes	<input checked="" type="radio"/> No	N/A
2-11	Increased risk to emergency services personnel	Yes	No	<input checked="" type="radio"/> N/A
2-12	Benefits outweigh detriments <i>Public Works cannot support this application. It is difficult to justify eliminating two potential accesses when the land owner's future plans are unknown.</i> <i>There is a lot cluster proposed, but it will use .8 of an acre of public land which is significantly more than other street vacations have requested.</i>	<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> No	N/A
2-13	Public Benefits (may include a benefit not on this list)			
	Lot Cluster	<input checked="" type="radio"/> Yes	No	N/A
	OWTS build or improvement	Yes	No	<input checked="" type="radio"/> N/A
	Increased safety of route	Yes	<input checked="" type="radio"/> No	N/A
	Unbuildable route	Yes	<input checked="" type="radio"/> No	N/A
	Unreasonable scar on landscape	Yes	<input checked="" type="radio"/> No	N/A
2-14	Impacts on maintenance of structures deemed Necessary by the County	Yes	<input checked="" type="radio"/> No	N/A

*Removes 1st Street from request.
Supported by adjacent parcel owner*

Debbi Ferchau

From: Marlene Crosby
Sent: Wednesday, March 02, 2022 8:41 PM
To: Debbi Ferchau
Subject: FW: Stallard
Attachments: Cluster Application Exhibit Amended.pdf; Vacation Application Exhibit Amended.pdf; Alleys Legal Amended.docx; Lot Cluster Agreement Exhibit 1 Amended.docx

Please print

From: Kendall K. Burgemeister <kburgemeister@lawoftherockies.com>
Sent: Wednesday, March 2, 2022 5:13 PM
To: Marlene Crosby <MCrosby@gunnisoncounty.org>; Cathie Pagano <CPagano@gunnisoncounty.org>
Subject: Stallard

[EXTERNAL SENDER - USE CAUTION]

Marlene and Cathie,

Revised maps illustrating the amended street and alley vacation and lot cluster consistent with the BOCC's direction that they did not want to vacate 1st St. are attached. I have also included revised descriptions of the alleys to be vacated (I believe this was used for the public hearing notice) and a revised legal description for the cluster agreement. Please let me know if you have any questions or need anything else.

Thank you,

Kendall Burgemeister
Member | Law of the Rockies
525 North Main Street
Gunnison, CO 81230
Tel: 970-641-1903 ext. 3
Fax: 970-641-1943
kburgemeister@lawoftherockies.com
www.lawoftherockies.com

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The west half of the alley east of Lots 15 and 16, Block 12; the east half of the alley west of Lot 17, Block 12; the south half of the alley north of Lots 17-20, Block 12 and north of the east half of the alley west of Lot 17, Block 12; that portion of the unnamed right of way to the east of Lot 20, Block 12 and the south half of the alley north of Lot 20, Block 12, north of the northern boundary of First Street extended; the alley east of Lots 5 through 16, Block 15; the alley south of Lots 1 through 4, Block 15, where not previously vacated; the alley south of Lot 21, Block 15, where not previously vacated; and the unnamed right of way to the east of Lot 1, Block 15 and the alley south of Lot 1 Block 15, south of the southern boundary of First Street extended, where not previously vacated, Town of Ohio City, County of Gunnison, State of Colorado.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2022-_____

A RESOLUTION VACATING CERTAIN PORTIONS OF STREETS AND ALLEY LYING WITHIN THE TOWN OF OHIO CITY, 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 from Jerry and Terry Stallard to vacate certain portions of streets and alleys lying within the Town of Ohio City, County of Gunnison, State of Colorado described as follows:

The west half of the alley east of Lots 15 and 16, Block 12; the east half of the alley west of Lot 17, Block 12; the south half of the alley north of Lots 17-20, Block 12 and north of the east half of the alley west of Lot 17, Block 12; that portion of the unnamed right of way to the east of Lot 20, Block 12 and the south half of the alley north of Lot 20, Block 12, north of the northern boundary of First Street extended; the alley east of Lots 5 through 16, Block 15; the alley south of Lots 1 through 4, Block 15, where not previously vacated; the alley south of Lot 21, Block 15, where not previously vacated; and the unnamed right of way to the east of Lot 1, Block 15 and the alley south of Lot 1, Block 15, south of the southern boundary of First Street extended, where not previously vacated, Town of Ohio City, County of Gunnison, State of Colorado; and

WHEREAS, the vacation of the above described portions of streets and alleys lying within the Town of Ohio City, 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 portions of streets and alleys lying within the Town of Ohio City; 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 portions of streets and alleys lying within the Town of Ohio City, County of Gunnison, State of Colorado described as follows shall be and hereby is vacated:

The west half of the alley east of Lots 15 and 16, Block 12; the east half of the alley west of Lot 17, Block 12; the south half of the alley north of Lots 17-20, Block 12 and north of the east half of the alley west of Lot 17, Block 12; that portion of the unnamed right of way to the east of Lot 20, Block 12 and the south half of the alley north of Lot 20, Block 12, north of the northern boundary of First Street extended; the alley east of Lots 5 through 16, Block 15; the alley south of Lots 1 through 4, Block 15, where not previously vacated; the alley south of Lot 21, Block 15, where not previously vacated; and the unnamed right of way to the east of Lot 1, Block 15 and the alley south of Lot 1, Block 15, south of the southern boundary of First Street extended, where not previously vacated, Town of Ohio City, County of Gunnison, State of Colorado; and

It is the specific intent of the Board that the vacation of the above described portions of streets and alleys lying within the Town of Ohio City 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. This Resolution.
2. Lot Cluster Agreement

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this _____ day of _____, 2022.

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

Street Vacation Checklist
Items from the Applicant Jerry and Terry Stallard

#1.	Signed Application Letter	Yes	No	N/A
	Proof of Ownership	Yes	No	N/A
	Location Map	Yes	No	N/A
#2	Identification of Area to be Vacated	Yes	No	N/A
	Narrative describing the area	Yes	No	N/A
	Shown on a map/plat/etc	Yes	No	N/A
#3.	Application Fees Paid	Yes	No	N/A
#4.	Certified Mail to Adjacent Property Owners (copies of receipts) (Notices sent by Public Works Department)	Yes	No	N/A
#5.	Survey of Property	Yes	No	N/A

Street Vacation Checklist PWD Review

Public Works recommends the findings as follows:

#1.	Public Notice	Work with Admin & set Public Hearing Date & Time			
		(2x in local newspaper)	<input checked="" type="radio"/> Yes	No	N/A
		County Website	Yes	<input checked="" type="radio"/> No	N/A
		Notice to Utility Companies	<input checked="" type="radio"/> Yes	No	N/A
		Notice to County Departments	<input checked="" type="radio"/> Yes	No	N/A
#2	Compliance with <u>Road Standards</u> Section 2.9.2				
2-1	Compliance with C.R.S. 43-2-301 et.seq		<input checked="" type="radio"/> Yes	No	N/A
2-2	Consistency with comp plan		Yes	No	<input checked="" type="radio"/> N/A
2-3	Restricts or makes difficult access to any parcel <i>Vacation eliminates two potential access points</i>		<input checked="" type="radio"/> Yes	No	N/A
2-4	Disruptive to existing travel modes See Map labeled 3-4 for existing travel routes		Yes	<input checked="" type="radio"/> No	N/A
2-5	Changes conditions in traffic or development plans <i>Vacation eliminates two potential future access points</i>		<input checked="" type="radio"/> Yes	No	N/A
2-6	Anticipates changes or conditions in traffic or developments		Yes	No	<input checked="" type="radio"/> N/A
2-7	Adverse impacts to natural environment		Yes	<input checked="" type="radio"/> No	N/A
2-8	Impacts to community needs		Yes	<input checked="" type="radio"/> No	N/A

2-9	Impact on public health, safety or welfare	Yes	<input checked="" type="radio"/> No	N/A
2-10	Conflicts with other established County roads or public Roads under County jurisdiction	Yes	<input checked="" type="radio"/> No	N/A
2-11	Increased risk to emergency services personnel	Yes	No	<input checked="" type="radio"/> N/A
2-12	Benefits outweigh detriments <i>Public Works cannot support this application. It is difficult to justify eliminating two potential accesses when the land owner's future plans are unknown.</i> <i>There is a lot cluster proposed, but it will use .8 of an acre of public land which is significantly more than other street vacations have requested.</i>	Yes	<input checked="" type="radio"/> No	N/A
2-13	Public Benefits (may include a benefit not on this list)			
	Lot Cluster	<input checked="" type="radio"/> Yes	No	N/A
	OWTS build or improvement	Yes	No	<input checked="" type="radio"/> N/A
	Increased safety of route	Yes	<input checked="" type="radio"/> No	N/A
	Unbuildable route	Yes	<input checked="" type="radio"/> No	N/A
	Unreasonable scar on landscape	Yes	<input checked="" type="radio"/> No	N/A
2-14	Impacts on maintenance of structures deemed Necessary by the County	Yes	<input checked="" type="radio"/> No	N/A

EXHIBIT A

Stallard Parcel A

Beginning at the Southwest corner of Lot 16 in Block 15 as shown on the Plat of the Town of Ohio City, filed October 2, 1972 as Reception No. 290878 in the office the Clerk and Recorder of Gunnison County, Colorado;

Thence North $11^{\circ}43'00''$ E to the northwest corner of Lot 5 in said Block 15, thence $S78^{\circ}17'00''$ E to the northeast corner of Lot 3 in said Block 15;

Thence South $11^{\circ}43'00''$ West along the Easterly line of said Lot 3, a distance of 100.00 feet;

Thence South $78^{\circ}17'00''$ East a distance of 25.00 feet;

Thence South $11^{\circ}43'00''$ West a distance of 9.91 feet;

Thence North $85^{\circ}50'00''$ West a distance of 4.55 feet;

Thence South $7^{\circ}38'51''$ West a distance of 165.21 feet, more or less, to said North right-of-way line of Main Street;

Thence North $86^{\circ}30'00''$ West along said North right-of-way line, a distance of 204.31 feet, more or less, to the TRUE POINT OF BEGINNING.

Stallard Parcel B

Beginning at the northwest corner of Lot 16 in Block 15 as shown on the Plat of the Town of Ohio City, filed October 2, 1972 as Reception No. 290878 in the office the Clerk and Recorder of Gunnison County, Colorado;

Thence North $11^{\circ}43'00''$ E to the northwest corner of Lot 15 in Block 12 as shown on said Plat;

Thence South $78^{\circ}17'00''$ East to the centerline of the vacated alley west of Lot 17 in said Block 12;

Thence North $11^{\circ}43'00''$ East to the prolonged centerline of the vacated alley north of Lots 17 to 20 of said Block 12;

Thence South $78^{\circ}17'00''$ East along said centerline to the East line of said Town of Ohio City;

Thence South $5^{\circ}32'00''$ West along said East line 259.63 feet;

Thence North $85^{\circ}50'00''$ West a distance of 89.72 feet;

Thence North $11^{\circ}43'00''$ East a distance of 9.91 feet to the Southeast corner of said Lot 2 in Block 15;

Thence North $78^{\circ}17'00''$ West a distance of 25.00 feet to the Southwest corner of said Lot 2 in Block 15;

Thence North $11^{\circ}43'00''$ East along the West line of said Lot 2, a distance of 100.00 feet to the Northwest corner of said Lot 2, said corner also lying in the Southerly right-of-way line of vacated First Street;

Thence North $78^{\circ}17'00''$ West along said Southerly right-of-way line a distance of 146.37 feet to the TRUE POINT OF BEGINNING.



WARRANTY DEED

THIS DEED, made this 19th day of November, 2015, between

Ruth E. Dolezal and Laurence E. Dolezal

Of the County of Gunnison, State of Colorado, grantor and

Jerry A. Stallard and Terry L. Smith-Stallard AS JOINT TENANTS

Whose legal address is **13 N. Skimmer, La Marque, Texas 77568** grantee:

WITNESSETH, That the grantor for and in consideration of the sum of **Forty Thousand and 00/100 Dollars (\$40,000.00)**, 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, his heirs and assigns forever, not in tenancy in common but in **joint tenancy**, all the real property together with improvements, if any, situate, lying and being in the County of **Gunnison** and the State of **Colorado** described as follows:

**The real property described in Exhibit "A" attached hereto and incorporated
Herein by reference**

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 ensembling 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 whatsoever, except

Those items as set forth in the Commitment for Title insurance dated October 9, 2015 as Commitment No. G15-549, General taxes for the current year and subsequent years and subject to easements, restrictions, reservations, covenants and rights of way of record, if any.

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.

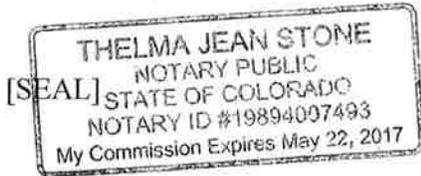
Ruth E. Dolezal
Ruth E. Dolezal

Laurence E. Dolezal
Laurence E. Dolezal

STATE OF Colorado)
) SS.
COUNTY OF Gunnison)

The foregoing instrument was acknowledged before me this 19th day of November, 2015 by Ruth E. Dolezal and Laurence E. Dolezal

My commission expires: May 22, 2017



Thelma Jean Stone
Notary Public



EXHIBIT "A"
LEGAL DESCRIPTION

A Parcel of Land being Lots 1 and 2 in Block 15 and Lots 15 to 20, inclusive, in Block 12 and vacated First Street adjacent to said Lots 16 to 20 and Alleys and Streets adjacent to said Lots 1 and 20 all as shown on the Plat of the Town of Ohio City, filled October 2, 1972 as Reception No. 290878 in the office the Clerk and Recorder of Gunnison County, Colorado, more particularly described as follows:

Beginning at the Southwest corner of Lot 16 in Block 15 as shown on said Plat of the Town of Ohio City; thence South 86°30'00" East along the South line of said Lot 16, also being North right-of-way line of Main Street, a distance of 30.10 feet; thence North 10°32'29" East a distance of 300.26 feet to a point on the North line of Lot 5 in said Block 15, said point being the TRUE POINT OF BEGINNING;

Thence North 10°32'29" East a distance of 110.02 feet to a point on the North line of said Lot 15 in Block 12;

Thence South 78°17'00" East along said North line a distance of 78.62 feet;

Thence North 11°43'00" East a distance of 50.00 feet to the Westerly prolongation of the Southerly line of the vacated Alley North of said Lots 17 to 20 in Block 12;

Thence South 78°17'00" East along said Southerly line 155.98 feet more or less to the East line of said Town of Ohio City;

Thence South 5°32'00" West along said East line 259.63 feet;

Thence North 85°50'00" West a distance of 89.72 feet;

Thence North 11°43'00" East a distance of 9.91 feet to the Southeast corner of said Lot 2 in Block 15;

Thence North 78°17'00" West a distance of 25.00 feet to the Southwest corner of said Lot 2 in Block 15;

Thence North 11°43'00" East along the West line of said Lot 2, a distance of 100.00 feet to the Northwest corner of said Lot 2, said corner also lying in the Southerly right-of-way line of vacated First Street;

Thence North 78°17'00" West along said Southerly right-of way line a distance of 146.37 feet to the TRUE POINT OF BEGINNING.

**County of Gunnison,
State of Colorado.**



WARRANTY DEED

THIS DEED, made this 19th day of November, 2015, between

Ruth E. Dolezal and Laurence E. Dolezal

Of the County of Gunnison, State of Colorado, grantor and

Jerry A. Stallard and Terry L. Smith-Stallard AS JOINT TENANTS

Whose legal address is **13 N. Skimmer, La Marque, Texas 77568** grantee:

WITNESSETH, That the grantor for and in consideration of the sum of **One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00)**, 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, his heirs and assigns forever, not in tenancy in common but in **joint tenancy**, all the real property together with improvements, if any, situate, lying and being in the County of **Gunnison** and the State of **Colorado**, described as follows:

The real property described in Exhibit "A" attached hereto and incorporated herein by reference

also known by street address as: **8621 County Road 76, Ohio City, Colorado 81237.**
and assessor's schedule or parcel number: **369526106001**

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 ensembling 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 whatsoever, except

Those items as set forth in the Commitment for Title insurance dated October 9, 2015 as Commitment No. G15-287, General taxes for the current year and subsequent years and subject to easements, restrictions, reservations, covenants and rights of way of record, if any.

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.



EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land being a portion of Lots 5 thru 16, inclusive and a portion of Lots 20 and 21 of Block 15 and all of Lots 3, 4, 17, 18 and 19 of said Block 15 and the vacated Alleys adjacent to the aforesaid lots, all as shown on the Plat of the Town of Ohio City, filed October 2, 1972 as Reception No. 290878 in the office of the Clerk and Recorder of Gunnison County, State of Colorado, more particularly described as follows:

Beginning at the Southwest corner of said Lot 16 in Block 15 as shown on said Plat of the Town of Ohio City; thence South 86°30'00" East along the South line of said lot 16, also being the North right-of-way line of Main Street a distance of 30.10 feet to the TRUE POINT OF BEGINNING;

Thence North 10°32'29" East a distance of 300.26 feet to a point on the Northerly line of said Lot 5 in block 15;

Thence South 78°17'00" East along said Northerly line lot 5, a distance of 146.37 feet to the Northeast corner of said Lot 3;

Thence South 11°43'00" West along the Easterly line of said Lot 3, a distance of 100.00 feet;

Thence South 78°17'00" East a distance of 25.00 feet;

Thence South 11°43'00" West a distance of 9.91 feet;

Thence North 85°50'00" West a distance of 4.55 feet;

Thence South 7°38'51" West a distance of 165.21 feet, more or less, to said North right-of-way line of Main Street;

Thence North 86°30'00" West along said North right-of-way line, a distance of 174.21 feet, more or less, to the TRUE POINT OF BEGINNING.

**County of Gunnison,
State of Colorado.**

QUIT CLAIM DEED

THIS DEED, made this 19th day of November, 2015, between

Ruth E. Dolezal and Laurence E. Dolezal

of the County of Gunnison, State of Colorado, grantor, and

Jerry A. Stallard and Terry L. Smith-Stallard AS JOINT TENANTS

Whose legal address is **13 N. Skimmer; La Marque, Texas 77568**, grantee:

WITNESSETH, That the grantor for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, remised, released, sold and **QUITCLAIMED**, and by these presents does remise, release, sell and **QUITCLAIM**, unto the grantees, their heirs, successors and assigns forever, not in tenancy in common but in **joint tenancy**, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of **Gunnison**, and the State of **Colorado**, described as follows:

The real property described in Exhibit "A" attached hereto and incorporated herein by reference

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantees, their heirs and assigns forever.

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.



Ruth E. Dolezal



Laurence E. Dolezal

STATE OF **Colorado**)
) SS.
COUNTY OF **Gunnison**)

The foregoing instrument was acknowledged before me this 19th day of November, 2015, by **Ruth E. Dolezal and Laurence E. Dolezal**

My commission expires: May 22, 2017

THELMA JEAN STONE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19894007493
My Commission Expires May 22, 2017



Notary Public



EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A:

A parcel of land being a portion of Lots 5 thru 16, inclusive and a portion of Lots 20 and 21 of Block 15 and all of Lots 3, 4, 17, 18 and 19 of said Block 15 and the vacated Alleys adjacent to the aforesaid lots, all as shown on the Plat of the Town of Ohio City, filed October 2, 1972 as Reception No. 290878 in the office of the Clerk and Recorder of Gunnison County, State of Colorado, more particularly described as follows:

Beginning at the Southwest corner of said Lot 16 in Block 15 as shown on said Plat of the Town of Ohio City; thence South 86°30'00" East along the South line of said lot 16, also being the North right-of-way line of Main Street a distance of 30.10 feet to the TRUE POINT OF BEGINNING;

Thence North 10°32'29" East a distance of 300.26 feet to a point on the Northerly line of said Lot 5 in block 15;

Thence South 78°17'00" East along said Northerly line lot 5, a distance of 146.37 feet to the Northeast corner of said Lot 3;

Thence South 11°43'00" West along the Easterly line of said Lot 3, a distance of 100.00 feet;

Thence South 78°17'00" East a distance of 25.00 feet;

Thence South 11°43'00" West a distance of 9.91 feet;

Thence North 85°50'00" West a distance of 4.55 feet;

Thence South 7°38'51" West a distance of 165.21 feet, more or less, to said North right-of-way line of Main Street;

Thence North 86°30'00" West along said North right-of-way line, a distance of 174.21 feet, more or less, to the TRUE POINT OF BEGINNING.

County of Gunnison,
State of Colorado.

-CONTINUED-

Parcel B:



A Parcel of Land being Lots 1 and 2 in Block 15 and Lots 15 to 20, inclusive, in Block 12 and vacated First Street adjacent to said Lots 16 to 20 and Alleys and Streets adjacent to said Lots 1 and 20 all as shown on the Plat of the Town of Ohio City, filled October 2, 1972 as Reception No. 290878 in the office the Clerk and Recorder of Gunnison County, Colorado, more particularly described as follows:

Beginning at the Southwest corner of Lot 16 in Block 15 as shown on said Plat of the Town of Ohio City; thence South 86°30'00" East along the South line of said Lot 16, also being North right-of-way line of Main Street, a distance of 30.10 feet; thence North 10°32'29" East a distance of 300.26 feet to a point on the North line of Lot 5 in said Block 15, said point being the TRUE POINT OF BEGINNING;

Thence North 10°32'29" East a distance of 110.02 feet to a point on the North line of said Lot 15 in Block 12;

Thence South 78°17'00" East along said North line a distance of 78.62 feet;

Thence North 11°43'00" East a distance of 50.00 feet to the Westerly prolongation of the Southerly line of the vacated Alley North of said Lots 17 to 20 in Block 12;

Thence South 78°17'00" East along said Southerly line 155.98 feet more or less to the East line of said Town of Ohio City;

Thence South 5°32'00" West along said East line 259.63 feet;

Thence North 85°50'00" West a distance of 89.72 feet;

Thence North 11°43'00" East a distance of 9.91 feet to the Southeast corner of said Lot 2 in Block 15;

Thence North 78°17'00" West a distance of 25.00 feet to the Southwest corner of said Lot 2 in Block 15;

Thence North 11°43'00" East along the West line of said Lot 2, a distance of 100.00 feet to the Northwest corner of said Lot 2, said corner also lying in the Southerly right-of-way line of vacated First Street;

Thence North 78°17'00" West along said Southerly right-of way line a distance of 146.37 feet to the TRUE POINT OF BEGINNING.

**County of Gunnison,
State of Colorado.**

-CONTINUED-



TOGETHER WITH Lots 13 through 20, Block 12, and Lots 1 through 20, Block 15, together with adjacent vacated streets and alleys, all as shown on the Plat of the Town of Ohio City, filed October 2, 1972, as Reception No. 290878 in the office of the Clerk and Recorder of Gunnison County, State of Colorado,

Excepting therefrom all property set forth in deed recorded in Book 570 at Page 153 of the Gunnison County records

TOGETHER WITH Colorado Division of Water Resources Well Permit No. 106151.

EXHIBIT A
SERVIENT ESTATE

D. M. Maimone
Land Planning and Development Consultant

LEGAL DESCRIPTION

PARCEL "B"

A Parcel of Land being lots 1 and 2 in block 15 and lots 15 to 20 inclusive in block 12 and vacated First Street adjacent to said lots 16 to 20 and Alleys and Streets adjacent to said lots 1 and 20 all as shown on the Plat of the Town of Ohio City, filed October 2, 1972 as Reception No. 290878 in the office the Clerk and Recorder of Gunnison County, Colorado, more particularly described as follows;

Beginning at the Southwest corner of lot 16 in block 15 as shown on said Plat of the Town of Ohio City; thence South 86°30'00" East along the South line of said lot 16, also being the North right-of-way line of Main Street, a distance of 30.10 feet; thence North 10°32'29" East a distance of 300.26 feet to a point on the North line of lot 5 in said block 15, said point being the TRUE POINT OF BEGINNING;

thence North 10°32'29" East a distance of 110.02 feet to a point on the North line of said lot 15 in block 12;

thence South 78°17'00" East along said North line a distance of 78.62 feet; thence North 11°43'00" East a distance of 50.00 feet to the Westerly prolongation of the Southerly line of the vacated Alley North of said lots 17 to 20 in block 12;

thence South 78°17'00" East along said Southerly line 155.98 feet more or less to the East line of said Town of Ohio City;

thence South 5°32'00" West along said East line 259.63 feet;

thence North 85°50'00" West a distance of 89.72 feet;

thence North 11°43'00" East a distance of 9.91 feet to the Southeast corner of said lot 2 in block 15;

thence North 78°17'00" West a distance of 25.00 feet to the Southwest corner of said lot 2 in block 15;

thence North 11°43'00" East along the West line of said lot 2, a distance of 100.00 feet to the Northwest corner of said lot 2, said corner also lying on the Southerly right-of-way line of vacated First Street;

thence North 78°17'00" West along said Southerly right-of-way line a distance of 146.37 feet to the TRUE POINT OF BEGINNING.

Containing 1.06 Acres, more or less.

County of Gunnison,
State of Colorado



EXHIBIT B
DOMINANT ESTATE

A parcel of land being a portion of Lots 1 through 14, both inclusive, and Lot 21 in Block 12, and the South half of vacated Second Street and the vacated Alleys adjoining Lot 21, Lot 1 and Lot 4 as shown on the Plat of the Town of Ohio City, filed October 2, 1972 as Reception No. 290878 in the office of the Gunnison County Clerk and Recorder, State of Colorado, more particularly described as follows:

Beginning at the Southwest corner of Lot 16 in Block 15 as shown on said Plat of the Town of Ohio City; thence South 86°30'00" East along the South line of said Lot 16, also being the North right-of-way line of Main Street, a distance of 30.10 feet; thence North 10°32'29" East a distance of 410.28 feet to a point on the south line of said Lot 14 in Block 12, said point being the TRUE POINT OF BEGINNING; thence South 78°17'00" East along said South line a distance of 78.62 feet; thence North 11°43'00" East a distance of 50.00 feet to the Westerly prolongation of the Southerly line of the Vacated Alley South of said Lot 21; thence South 78°17'00" East along said Southerly line 155.98 feet, more or less, to the East line of said Town of Ohio City; thence North 5°32'00" East along said East line, 231.35 feet to the centerline of said Second Street; thence North 78°17'00" West along said centerline 203.21 feet; thence South 18°14'48" West a distance of 80.15 feet; thence South 11°29'12" West a distance of 89.14 feet; thence South 10°32'29" West a distance of 111.26 feet, more or less, to the TRUE POINT OF BEGINNING,

EXCEPTING THEREFROM all portions platted as streets and alleys as shown on the official Plat of Ohio City not vacated in Ordinances recorded October 13, 1961 in Book 355 at page 398, recorded February 3, 1965 in Book 378 at page 378, recorded September 20, 1966 in Book 391 at page 22 and recorded June 26, 1981 in Book 567 at page 728,

FURTHER EXCEPTING THEREFROM any portions of the subject property not platted as Lots in Blocks 12 and 15 and not described as streets and alleys on the official Plat of Ohio City,

County of Gunnison,
State of Colorado.

Application for Vacation of Streets and Alleys

1. Applicants' name, address, and phone number.

Jerry A Stallard
Terry L Smith-Stallard
13 N Skimmer St.
La Marque, TX 77568-6541
409-256-7824

2. Legal description, if not a platted street or alley.

The portion of First Street and all of the other unnamed streets and alleys shown on the Plat of the Town of Ohio City, filed October 2, 1972, as Reception No. 290878 in the office of the Clerk and Recorder of Gunnison County, State of Colorado, that are east of the eastern boundary of Broadway (Gunnison County Road 771), west of the east line of the Town of Ohio City, south of the centerline of the alley north of Lots 17-20, Block 12, and north of the northern boundary of Main Street (County Road 76), excluding the west half of the alley lying east of Lots 12-14, Block 12.

3. Name, address, phone number for person or firm authorized to represent the Applicants.

Law of the Rockies
Kendall Burgemeister
525 N. Main St.
Gunnison, CO 81230
970-641-1903 x3
kburgemeister@lawoftherockies.com

4. Map showing location of section to be vacated which also shows names and addresses of all owners of property adjacent to the section or street or alley to be vacated.

An ILC prepared by All County Survey showing the portions of the streets and alleys to be vacated is attached as Exhibit A. An annotated copy of the survey showing the streets and alleys to be vacated highlighted in red, and names and addresses of adjacent property owners, is attached as Exhibit A-1. The parcels owned by the Stallards are highlighted in blue.

An annotated aerial photograph from the Gunnison County GIS website is attached as Exhibit B.

The Applicants' vesting deeds are attached as Exhibit C. The two warranty deeds conveyed parcels by metes and bounds pursuant to a Survey Map dated October 4, 2002, Deposit No. 394 in the office of the Gunnison County Clerk & Recorder, prepared by Don M. Maimone, Colorado L.S. No. 30105. The survey is attached as Exhibit D. The

quitclaim deed to the Applicants included all of the land shown on the ILC attached as Exhibit A.

5. If any portion of the street or alley is within a subdivision or is adjacent to a subdivision lot the applicant must provide the names and addresses of all property owners within the subdivision.

No portion of the street or alley is within a subdivision or adjacent to a subdivision lot.

6. Survey by a Colorado licensed surveyor of adjacent properties and street right-of-way.

Please see Exhibit A. Exhibit D may also be referenced, but as explained in Exhibit A, Exhibit D is believed to be in error.

1. Requirements of C.R.S. 43-2-301 et. seq.

The requested vacation complies with the requirements of C.R.S. 43-2-301 et. seq.

C.R.S. 43-2-303(1)(b) states: "The board of county commissioners of any county may vacate any roadway or any part thereof located entirely within said county if such roadway is not within the limits of any city or town."

Board of County Commissioners of Gunnison County Resolution 2017-13 confirms that the Board has the authority to vacate streets and alleys within the Ohio City townsite.

C.R.S. 43-2-303(2)(a): "No platted or deeded roadway or part thereof or unplatted or undefined roadway which exists by right of usage shall be vacated so as to leave any land adjoining said roadway without an established public road or private-access easement connecting said land with another established public road."

The proposed vacation will not leave any land without access to another established public road. Exhibit B identifies four neighboring parcels owned by third parties:

1. Sportsmans Resort LLC
2. Wendy and Albert Brown
3. Richard and Anna Crowder
4. Laurence and Ruth Dolezal

Exhibits A and B show that the Stallards and Sportsmans Resort LLC share a driveway off of CR 771. A small portion of this driveway is located on the Stallards' property, and a small portion is on the north-south alley in Block 12 that is requested to be vacated. The Stallard property is already subject to a private driveway easement for the benefit of the Sportsmans Resort LLC parcel. The easement is recorded at Reception No. 569013. A copy of the easement is attached as Exhibit E.

C.R.S. § 43-2-302(1)(f) states "a board of county commissioners may provide that title to the vacated roadway shall vest, subject to a public-access easement or private-access easement to benefit designated properties, in the owner of the land abutting the vacated

roadway...” The Stallards propose that any portion of the driveway located in the alley that becomes owned by the Stallards by virtue of the requested vacation shall be subject to the same terms and conditions as the easement attached as Exhibit E. (Note, even without this easement, Sportsmans Resort would still have access to County Road 771 at the other end of the u-drive on its property.

The Brown and Crowder properties are adjacent to, and have existing access directly off of, County Road 76. The Dolezal property has existing access directly off of County Road 771, and is also adjacent to County Road 76 if another access point was necessary. Therefore, no other easement across the streets and alleys to be vacated are necessary.

C.R.S. 43-2-303(3) provides “rights-of-way or easements may be reserved for the continued use of existing sewer, gas, water, or similar pipelines and appurtenances, for ditches or canals and appurtenances, and for electric, telephone, and similar lines and appurtenances.”

Exhibit A shows that there is one set of powerlines that cross over the Stallard property and one of the alleys. There is also an irrigation ditch that crosses over the Stallard property and one of the alleys. There is no evidence of any other use of any of the streets or alleys by any of the neighbors. There is no evidence of a recorded easement encumbering the Stallards’ property for any utilities. The Stallards would be willing to take title to the vacated streets and alleys subject to an easement for the existing powerline and existing irrigation ditch. The remaining encroachments on the alleys belong to the Stallards, and were placed there by the Stallards’ predecessors in the mistaken belief that the streets and alleys had already been vacated.

2. Consistency with any comprehensive plan adopted by Gunnison County.

Based on a review of the Assessor map and the real property records, the vast majority of the streets and alleys within Ohio City have already been vacated. In particular, it appears that the streets and alleys internal to all of the adjacent properties have already been vacated.

The Stallards are willing to cluster the existing lots into two consolidated parcels, each larger than 1 acre in size, consistent with historical County practice. The resulting parcels will be very similar in size to the existing adjacent parcels. The parcels are described in the cluster application submitted concurrently to Gunnison County Community Development.

3. Vacation shall not restrict access to any parcel so that access is unreasonably difficult or costly.

As discussed above, vacation will not restrict access to any other parcel. With the exception of the small part of the Sportsmans Resort driveway that touches the alley, none of the vacated streets and alleys are used to provide access to other parcels.

4. Not disruptive to existing travel modes.

As discussed above, vacation will not restrict access to any other parcel. With the exception of the small part of the Sportmans Resort driveway that touches the alley, none of the vacated streets and alleys are used to provide access to other parcels.

5. Changed conditions in traffic or development patterns.

Vacation will not change traffic patterns. With the exception of the small part of the Sportmans Resort driveway that touches the alley, none of the vacated streets and alleys are used to provide access to other parcels.

6. Anticipated conditions in traffic or development patterns.

The Stallard parcels have access via existing driveways from County Roads 771 and 76. Traffic patterns will be the same with or without vacation.

7. No adverse impact to natural environment.

The vacation will not have an adverse impact on the natural environment. The lot clustering that is proposed as a condition on the vacation will reduce development density.

8. Community needs.

There is no community need for the streets and alleys proposed for vacation. Except as mentioned above, they are not used for access to any other property. Most streets and alleys in the community have already been vacated. The subject streets and alleys were assumed by the Stallards' predecessors to have already been vacated.

9. Public health, safety and welfare.

The proposed vacation will have no adverse impact on public health, safety, or welfare.

10. No conflict with other established County roads or public roads under County jurisdiction.

The proposed vacation will not conflict with other established public roads. Existing access to neighboring properties is already via other established public roads.

11 . No increased risk to emergency services personnel.

There is no increased risk to emergency services. Access to the Stallard parcels and neighboring parcels is still possible via adjacent county roads.

12. Benefits outweigh detriments.

The vacation will benefit the Stallards by providing them with two legal parcels that are commensurate with the existing neighboring parcels. The public will benefit by the lot consolidation. There are no perceived detriments.

13. Public benefits.

As discussed above, the Stallards are amenable to clustering the existing legal lots as a condition to vacation.

14. Effect on maintenance of structures deemed necessary by the County.

The Stallards perceive no adverse effect on maintenance of any structures, let alone any structures deemed necessary by the County.

Find Data

Layers

- FEMA Floodplain
- Geologic Hazards
- Wildfire Hazard
- Sage Grouse
- Sage Grouse Occur
- GuSG Habitat Tiers
- USFWS Critical Hat
- Aerials & Topo
- 2007 CB Area Aerial
- 2017 Aerial
- 2013 aerial
- 2012 aerial 1ft
- 2011 Aerial Image
- 2009 Aerial Image
- 2005 Aerial Image
- 1990s Aerial Image
- Topo Hillshade
- Shaded relief

Redraw now

Legend

Zoom to Areas

Zoom to Lat/Long

Preset Queries

Custom Queries

Settings

Exhibit B

Adjacent Neighbor 1: Sportsmans Resort LLC

Stallard

Adjacent Neighbor 4: Laurence and Ruth Dolezal

Stallard

Adjacent Neighbor 2: Wendy and Albert Brown

Stallard

Non-Adjacent Neighbor 3: Richard and Anna Crowder

Stallard

Shared driveway

First St.

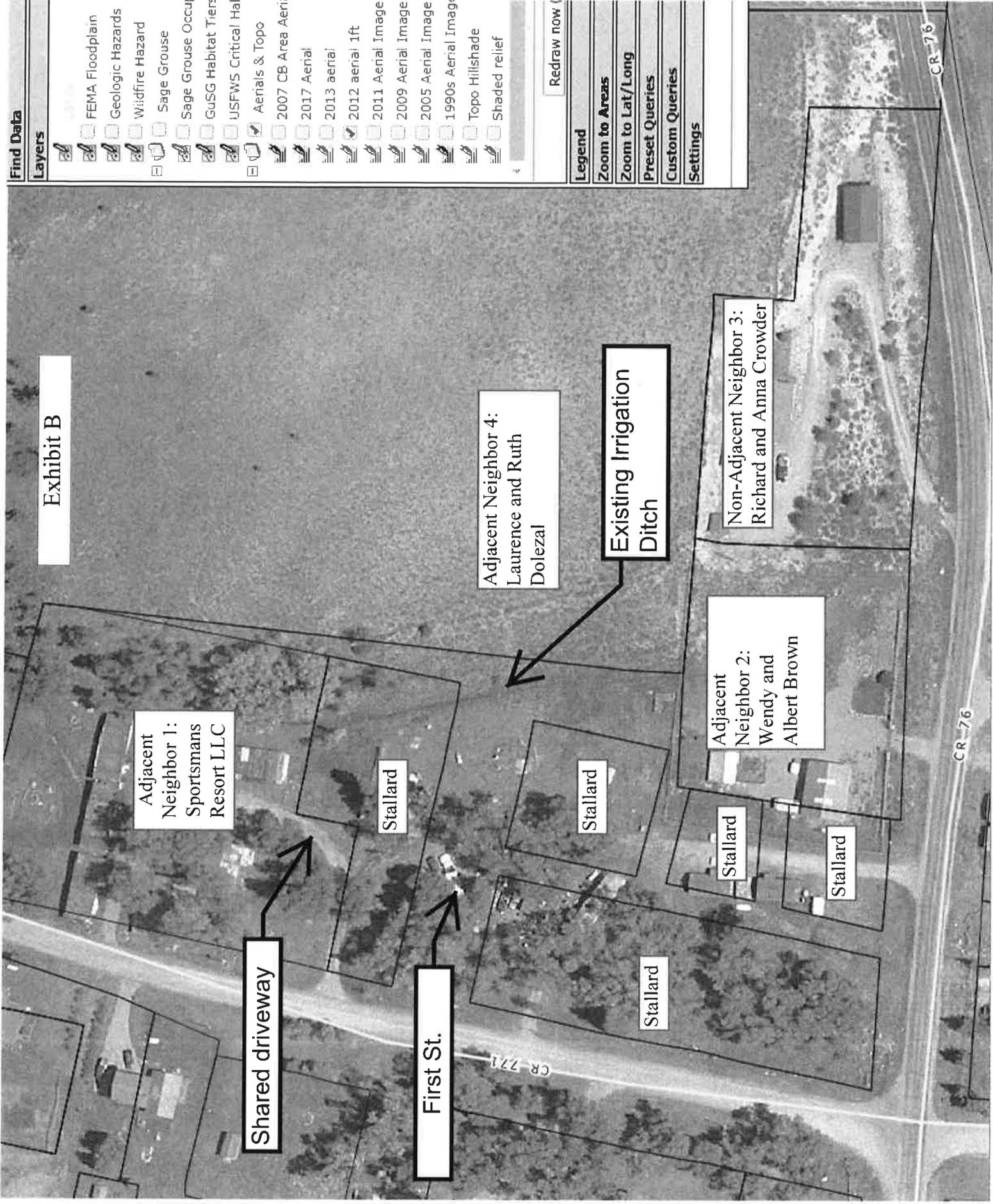
Existing Irrigation Ditch

Stallard

CR 76

CR 76

CR 771



Payment Receipt Confirmation**Your payment was successfully processed.****Transaction Summary***Receipt Confirmation*

Description	Amount
Gunnison County Public Works Transaction	\$500.00
Service Fee	\$12.02
TOTAL	\$512.02

Transaction Detail*The following amounts will be remitted back to the agency.*

SKU	Description	Unit Price	Quantity	Amount
1200 002	Miscellaneous - Street Vacation Fee	\$500.00	1	\$500.00
	Service Fee	\$12.02		\$12.02
	Total			\$512.02

This online service is provided by a 3rd party working in partnership with the state of Colorado. The price includes a service fee of \$.75 plus 2.25% of the order total for credit card payments or \$1 for electronic check payments.

Customer Information

Customer Name	Law of the Rockies	Receipt Date	10/7/2021
Local Reference ID	369f4054-2061-497d-b299-674b0161e839	Receipt Time	04:32:45 PM MDT

Payment Information

Payment Type	Credit Card	Credit Card Num...	*****5976
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GUNNISON
 200 N WISCONSIN ST
 GUNNISON, CO 81230-2626
 (800)275-8777

01/31/2022 12:59 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.58
Ohio City, CO 81237			
Weight: 0 lb 0.60 oz			
Estimated Delivery Date			
Thu 02/03/2022			
Certified Mail®			\$3.75
Tracking #:			
70201810000128289324			
Return Receipt			\$3.05
Tracking #:			
9590 9402 6907 1104 0587 79			
Total			\$7.38
First-Class Mail® Letter	1		\$0.58
Ohio City, CO 81237			
Weight: 0 lb 0.60 oz			
Estimated Delivery Date			
Thu 02/03/2022			
Certified Mail®			\$3.75
Tracking #:			
70201810000128289331			
Return Receipt			\$3.05
Tracking #:			
9590 9402 6907 1104 0587 86			
Total			\$7.38
First-Class Mail® Letter	1		\$0.58
Ohio City, CO 81237			
Weight: 0 lb 0.60 oz			
Estimated Delivery Date			
Thu 02/03/2022			
Certified Mail®			\$3.75
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Return Receipt			\$3.05
Tracking #:			
9590 9402 6907 1104 0587 62			
Total			\$7.38
First-Class Mail® Letter	1		\$0.58
Wichita, KS 67204			
Weight: 0 lb 0.60 oz			
Estimated Delivery Date			
Fri 02/04/2022			
Certified Mail®			\$3.75
Tracking #:			
70201810000128289348			
Return Receipt			\$3.05
Tracking #:			
9590 9402 6907 1104 0587 93			
Total			\$7.38

Grand Total: \$29.52

Credit Card Remitted \$29.52

Card Name: VISA
 Account #: XXXXXXXXXXXX2361
 Approval #: 031584
 Transaction #: 251
 AID: A0000000031010
 AL: VISA CREDIT

Chip

GUNNISON COUNTY PUBLIC WORKS DEPARTMENT

195 Basin Park Drive
Gunnison, CO 81230

NOTICE OF PUBLIC HEARING
REGARDING PETITION TO VACATE CERTAIN STREETS & ALLEYS
IN THE TOWNSITE OF OHIO CITY, COLORADO

The Board of County Commissioners of Gunnison County, Colorado, will hold a public hearing regarding the petition filed by Jerry Stallard and Terry Smith-Stallard to vacate portions of certain streets and alleys in the Townsite of Ohio City, Colorado. The portions of the streets and alleys that the petitioners seeks to have vacated are described as follows:

Those portions of First Street and alleys adjacent to Lots 15 - 20, Block 12 and Lots 1-19 and 21, Block 15; and that portion of the unnamed street on the east side adjacent to northern alley above Lots 17-20, Block 12 and Lot 20, Block 12, and First Street, and Lot 1, Block 15, and the alley south of Lots 1-4, Block 15, Town of Ohio City, County of Gunnison, State of Colorado.

The public hearing will be held on **February 15, 2022, at 9:00 a.m. in the Commissioners Room, Gunnison County Courthouse, 200 East Virginia Avenue, Gunnison, Colorado.** The public is invited to attend and participate.

/s/ Marlene Crosby
Public Works Director

Gunnison Country Times: Publish as a Legal Notice for the weeks of 1/31/22 and 2/7/22.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Continued—Two Lot Clusters in Ohio City; Agreement

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Stallard lot cluster in Ohio City

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:

Appears legally sufficient. Importantly, THE DUE PROCESS CLAUSE and EQUAL PROTECTION CLAUSE DO NOT REQUIRE BOCC TO GRANT THIS REQUEST. Board still retains discretion applied under LUR. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 4/12/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/13/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 4/19/2022



Date: April 12, 2022

RE: Stallard Lot Cluster
LUC-21-00056
Work Session

On February 15, 2022 the BOCC conducted an Alley and Street vacation public hearing with Public Works and the applicant's attorney, Kendall Burgemeister. The application was not approved.

The BOCC concluded the applicant could eliminate some of the street area requested and resubmit. Because the Street and Alley vacation was not completed the lot cluster was not reviewed at that time.

The applicants have submitted an amended Street and Alley vacation request to Public Works and an amended lot cluster legal description to Community Development. The applicants have eliminated their request for 1st St. The new map and legal description are attached here.

The County Attorney's office has agreed the lot cluster application is legally sufficient for your review.

You may review the file:

<https://permitdb.gunnisoncounty.org/citizenaccess/>

projects

Search by application number- LUC-21-00056

Click on file

Attachments

View

Thanks,
Beth Baker
Gunnison County Community and Economic Development

IMPROVEMENT LOCATION CERTIFICATE – REC. No 636652
LOTS 15–20, BLOCK 12 & LOTS 1–21, BLOCK 15, LESS & EXCEPT B570 P153
a.k.a. 8621 COUNTY ROAD 76, MAP of OHIO CITY,
GUNNISON COUNTY, COLORADO

Exhibit C



LAND DESCRIPTIONS:

Per Quitclaim Deed recorded at Reception No. 636652:
 Lots 15 through 20, Block 12, and Lots 1 through 21, Block 15, together with adjacent vacated streets and alleys, all as shown on the Plat of the Town of Ohio City, filed October 2, 1972, as Reception No. 290878 in the office of the Clerk and Recorder of Gunnison County, State of Colorado, Excepting therefrom all property set forth in deed recorded in Book 570 at Page 153 of the Gunnison County records, County of Gunnison, State of Colorado.

Also Known as "PARCEL A" per Warranty Deed recorded at Reception No. 636651:

A parcel of land being a portion of Lots 5 through 16, inclusive and a portion of Lots 20 and 21 of Block 15 and all of Lots 3, 4, 17, 18 and 19 of said Block 15 and the vacated Alley adjacent to the aforesaid lots, all as shown on the Plat of the Town of Ohio City, filed October 2, 1972, as Reception No. 290878 in the office of the Clerk and Recorder of Gunnison County, State of Colorado, more particularly described as follows:

Beginning at the Southwest corner of said Lot 16 in Block 15 as shown on said Plat of the Town of Ohio City; thence South 86°30'00" East along the South line of said Lot 16, also being the North Right-of-Way line of Main Street a distance of 30.10 feet to the TRUE POINT OF BEGINNING;
 Thence North 10°32'29" East a distance of 300.26 feet to a point on the Northerly line of said Lot 5 in Block 15;
 Thence South 78°17'00" East along said Northerly line Lot 5, a distance of 146.37 feet to the Northeast corner of said Lot 3;
 Thence South 11°43'00" West along the Easterly line of said Lot 3, a distance of 100.00 feet;
 Thence South 78°17'00" East a distance of 25.00 feet;
 Thence North 85°50'00" West a distance of 9.91 feet;
 Thence North 85°50'00" West a distance of 4.55 feet;
 Thence South 73°51'00" West a distance of 165.21 feet, more or less, to said North Right-of-Way line of Main Street;
 Thence North 86°30'00" West along said North Right-of-Way line, a distance of 174.21 feet, more or less, to the TRUE POINT OF BEGINNING.
 County of Gunnison, State of Colorado.

TOGETHER WITH "PARCEL B" per Warranty Deed recorded at Reception No. 636654:

A Parcel of Land being Lots 1 and 2 in Block 15 and Lots 15 to 20, inclusive, in Block 12 and vacated First Street adjacent to said Lots 16 to 20 and Alley and Streets adjacent to said Lots 1 and 20 all as shown on the Plat of the Town of Ohio City, filed October 2, 1972, as Reception No. 290878 in the office of the Clerk and Recorder of Gunnison County, Colorado, more particularly described as follows:
 Beginning at the Southwest corner of Lot 16 in Block 15 as shown on said Plat of the Town of Ohio City; thence South 86°30'00" East along the South line of said Lot 16, also being North Right-of-Way line of Main Street, a distance of 30.10 feet; thence North 10°32'29" East a distance of 300.26 feet to a point on the North line of Lot 5 in said Block 15; said point being the TRUE POINT OF BEGINNING;

Thence North 10°32'29" East a distance of 110.02 feet to a point on the North line of said Lot 15 in Block 12;
 Thence South 78°17'00" East along said North line a distance of 78.62 feet;
 Thence North 11°43'00" East a distance of 50.00 feet to the Westerly prolongation of the Southerly line of the vacated Alley North of said Lots 17 to 20 in Block 12;
 Thence South 78°17'00" East along said Southerly line 155.98 feet more or less to the East line of said Town of Ohio City;
 Thence South 53°2'00" West along said East line 259.63 feet;
 Thence North 85°50'00" West a distance of 89.72 feet;
 Thence North 11°43'00" East a distance of 9.91 feet to the Southeast corner of said Lot 2 in Block 15;
 Thence North 78°17'00" West a distance of 25.00 feet to the Southwest corner of said Lot 2 in Block 15;
 Thence North 11°43'00" East along the West line of said Lot 2, a distance of 100.00 feet to the Northwest corner of said Lot 2, said corner also lying in the Southerly Right-of-Way line of vacated First Street;
 Thence North 78°17'00" West along said Southerly Right-of-Way way line a distance of 146.37 feet to the TRUE POINT OF BEGINNING.
 County of Gunnison, State of Colorado.

SURVEY NOTES:

- 1) Basis of Bearing is based on a record bearing of N11°43'E between an aluminum cap monument stamped "SW BLK15 LS 1776" found at the southwesterly boundary corner of Block 15, and an aluminum cap monument stamped "LS 1776" found at the southwesterly boundary corner Block 12, as shown hereon.
- 2) The defining boundary monuments set by Robert F. Harrison (LS 1776) in 1958, are represented as the true position of Ohio City boundaries per the "Map of Ohio City" recorded October 2, 1972 at Reception No. 290878 of the records of Gunnison County.
- 3) The alleys and an unnamed street, located Blocks 12 and 15 as shown hereon, were not constructed and not vacated by Gunnison County.
- 4) The Map Deposit #260 in the Gunnison County recorded by Donald Maimone, LS 30105, contains several negligent errors:
 - a) Maimone's boundaries are erroneously shifted about 31 feet to the west, when compared to the Map of Ohio City recorded at Reception No. 290878.
 - b) Maimone disregards all original block monuments set by Robert F. Harrison, LS 1776, as shown on Reception No. 290878.
 - c) Maimone's monuments stamped "LS 30105" were found to be about 30 feet ± to the west when compared with his own boundary calls contained within Reception Nos. 636651, 636652, and 636654.
 - d) Maimone incorrectly states the location of streets and alleys in "Parcel A" and the southern portion of Block 12.
 - e) The adjacent parcel (owned by Albert Brown) to the southeast, described as B570 P153, was erroneously fenced 30 feet ± to the west of its deeded position.
- 5) The land descriptions cited as "Parcel A" and "Parcel B" in the Warranty Deeds recorded November 19, 2015 at Rec. Nos. 636651, 636652, and 636654 contain erroneous calls when compared with the Map of Ohio City recorded at Rec. No. 290878.
- 6) The Quit Claim Deed recorded November 19, 2015 at Reception No. 636652 states "TOGETHER WITH Lots 13 through 20, Block 12, and Lots 1 through 20, Block 15, together with adjacent vacated streets and alleys, all as shown on the Plat of the Town of Ohio City, filed October 2, 1972, as Reception No. 290878". This statement is in error and should read "Lots 15 and 16, Block 12, Lots 1 through 19, Block 15, the west portion of Lot 20 as defined by B730 P739, Block 15, and a portion of Lot 21 as defined by B730 P739, Block 15, per the "Map of Ohio City" recorded October 2, 1972 at Reception No. 290878."
- 7) Portions of utilities and the southern D-log Cabins located in Block 15 encroach into the unvacated street and alleys, as shown hereon. An electric line that serves the Albert Brown parcel in Block 14, is encroaching onto the subject parcel, as shown hereon.
- 8) Distances are in US survey feet.
- 9) This Improvement Location Certificate does not constitute a title search by this surveyor. Additional easements and encumbrances may exist.

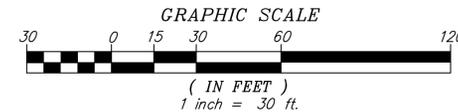
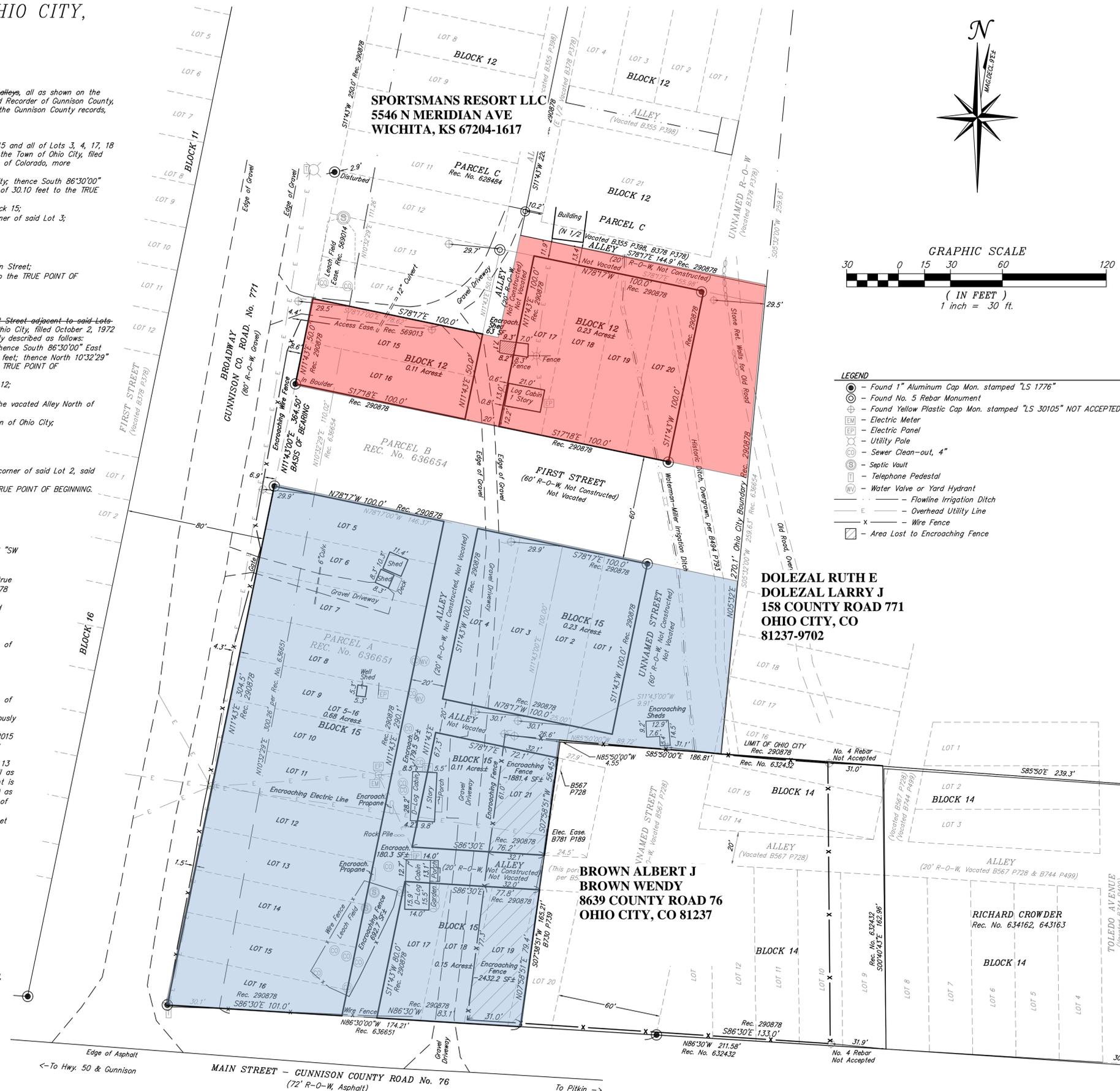
IMPROVEMENT LOCATION CERTIFICATE

I hereby certify that this improvement location certificate was prepared for Jerry Stallard, Terry Stallard, and Law of the Rockies LLC, 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 the improvements on the above described parcel on this date, 19 May 2021, except utility connections, are entirely within the boundaries of the parcel, except 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 apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.



Stephen L. Jesso
 For and on behalf of All County Survey, Inc.
 8 June 2021
 P.L.S. 38048



- LEGEND**
- Found 1" Aluminum Cap Mon. stamped "LS 1776"
 - Found No. 5 Rebar Monument
 - Found Yellow Plastic Cap Mon. stamped "LS 30105" NOT ACCEPTED
 - ⊕ Electric Meter
 - ⊖ Electric Panel
 - ⊕ Utility Pole
 - ⊖ Sewer Clean-out, 4"
 - ⊕ Septic Vault
 - ⊕ Telephone Pedestal
 - ⊖ Water Valve or Yard Hydrant
 - Flowline Irrigation Ditch
 - Overhead Utility Line
 - Wire Fence
 - ⊖ Area Lost to Encroaching Fence

IMPROVEMENT LOCATION CERTIFICATE – REC. No. 636652
LOTS 15–20, BLOCK 12 & LOTS 1–21, BLOCK 15, LESS & EXCEPT B570 P153
MAP of OHIO CITY – REC. No. 290878
LOCATED in TRACT 48, T50N, R3E, N.M.P.M.
a.k.a. 8621 COUNTY ROAD 76
GUNNISON COUNTY, COLORADO

SCALE: 1" = 30'

According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DATE: 8 June 2021
 DRAWN BY: SLJ / ADJ
 REVIEWED BY: SLJ

IMPROVEMENT LOCATION CERTIFICATE
STALLARD RESIDENCE
 Per QUITCLAIM DEED REC. No. 636652
 Per MAP OHIO CITY REC. No. 290878
 a.k.a. 8621 COUNTY ROAD 76
 GUNNISON COUNTY, COLORADO



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 Jerry A. Stallard
(Owner)

Terry L. Smith-Stallard
(Owner)

(Owner)

(Owner)

RECITALS:

Legal Description: Complete – please attach if too long

This Lot Cluster Agreement clusters the Stallard property into two separate parcels, described as Parcel A and Parcel B on the attached Exhibit 1.

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: 10-7-2021 _____ Jerry A Stallard _____
 Date: 10-7-2021 _____ Terry L. Smith-Stallard _____
 Date: _____ _____
 Date: _____ _____
 Owner
 Owner
 Owner
 Mortgage or Lien Holder

STATE OF COLORADO)
)ss
 COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this 7th day of October 2021
 by Jerry A Stallard and Terry L. Smith-Stallard (Owner/s).

Witness my hand and official seal.

My Commission expires: Jan. 23, 2022

[Signature]

 Notary Public



Address:

STATE OF COLORADO)
)ss
 COUNTY OF GUNNISON)

Lot Cluster Agreement and Declaration Exhibit 1

Parcel A

Lots 1-21, Block 15, as shown on the Plat of the Town of Ohio City, recorded October 2, 1972, at Reception No. 290878, in the real property records of Gunnison County, Colorado (the "Plat");

Together with the following vacated alleys and rights of way shown on said Plat: the alley east of Lots 5 through 16, Block 15; the alley south of Lots 1 through 4, Block 15; the alley south of Lot 21, Block 15; and the unnamed right of way to the east of Lot 1, Block 15 and the alley south of Lot 1 Block 15, all south of the southern boundary of First Street extended;

Less and except the property described in the deed recorded in Book 570 at Page 153;
Gunnison County, Colorado.

Parcel B

Lots 15-20 of Block 12, as shown on the Plat of the Town of Ohio City, recorded October 2, 1972, at Reception No. 290878, in the real property records of Gunnison County, Colorado (the "Plat");

Together with the following vacated alleys and rights of way shown on said Plat: The west half of the alley east of Lots 15 and 16, Block 12; the east half of the alley west of Lot 17, Block 12; the south half of the alley north of Lots 17-20, Block 12 and north of the east half of the alley west of Lot 17, Block 12; that portion of the unnamed right of way to the east of Lot 20, Block 12 and the south half of the alley north of Lot 20, Block 12, all north of the northern boundary of First Street extended;

Gunnison County, Colorado.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Boundary Line Adjustment Plat; Lots 8 & 9; Whetsto

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Boundary Line Adj Plat Lots 8&9 Whetstone

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:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 4/11/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/13/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 4/19/2022



Date: April 6, 2022

RE: Boundary Line Adjustment
LUC-22-00006
L & D and DNA Ranches

The boundary line adjustment between Lots 8 and 9 will result in each lot being 1 acre or larger in size.

- The CAO has determined the plat legally sufficient for the BOCC review
- The HOA has approved
- The lender has approved
- County property taxes are current

You may review the file:

[https://permitdb.gunnisoncounty.org/citizenaccess/
projects](https://permitdb.gunnisoncounty.org/citizenaccess/projects)

Search by application number- LUC-21-00066

Click on file

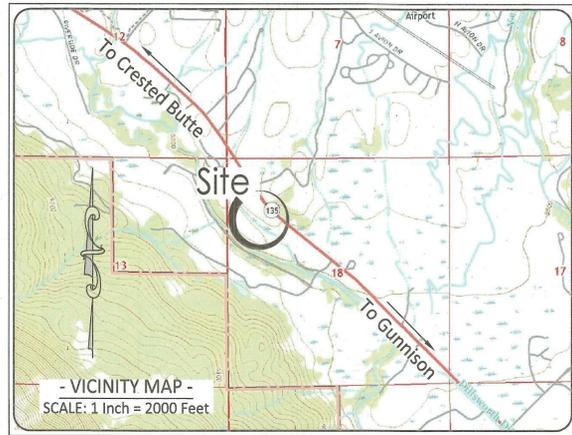
Attachments

View

Thanks,

Beth Baker

Gunnison County Community and Economic Development



Lot 8 & 9 Boundary Line Adjustment Plat

Whetstone Industrial Park

Situated within Section 18, Township 14 South, Range 85 West of the 6th Principal Meridian
Gunnison County, Colorado

DEDICATION

We, DNA Ranch LLC, a Colorado limited liability company, and Montega Capital Resources, Ltd, being the owner(s), mortgagee(s) and lien holder(s) of the land described as follows: Lot 9, Whetstone Industrial Park, according to the plat thereof, recorded at Reception Number 654063 containing 1.022 acres more or less and L&D Ranches, LLC, a Colorado limited liability company, being the owner(s), mortgagee(s) and lien holder(s) of the land described as follows: Lot 8, Whetstone Industrial Park, according to the plat thereof, recorded at Reception Number 654063 containing 1.064 acres more or less in Gunnison County, Colorado, under the name of LOT 8 & 9 BOUNDARY LINE ADJUSTMENT PLAT, have laid out, platted and/or subdivided the same as shown on this plat and do hereby permanently dedicate and convey to the owners of lots, tracts or parcels within this subdivision and their guests, but not to the public at large, the common right to use streets, alleys, roads and other areas as shown hereon and hereby permanently dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon. In witness whereof (printed name of the owner(s)) has (have) subscribed his, her, their name(s) this

17 day of March A.D. 2022.

For DNA Ranch LLC, a Colorado limited liability company

By [Signature]
Name David King
Title President

State of Colorado }
County of Gunnison) ss.

The foregoing instrument was acknowledged before me this 17 day of March A.D. 2022, by [Signature] David R. King
as President of DNA Ranch LLC, A Colorado Limited Liability Corporation.

My commission expires: 6/17/2023
My address is: 150 Capital Dr. Ste 230 Golden, CO 80401
Witness my hand and official seal:

[Signature] (seal)
Notary Public: JEANNETTE N. MORALES
STATE OF COLORADO
NOTARY ID # 2011403346
MY COMMISSION EXPIRES JUNE 17, 2023

Montega Capital Resources, Ltd

By [Signature]
Name Kimberly Skari
Title Vice President

State of Colorado }
City and County of Denver) ss.

The foregoing instrument was acknowledged before me this 9th day of March, A.D. 2022, by Kimberly Skari
as Vice President of Montega Capital Resources, Ltd.

My commission expires: 3-7-2024
My address is: 3200 E Cherry Creek So. Dr. # 200, Denver CO 80209
Witness my hand and official seal:

[Signature] (seal)
Notary Public: EMILY JANE S. BENNETT
Notary Public
State of Colorado
Notary ID # 20174010115
My Commission Expires 03-07-2024

L&D Ranches, LLC, a Colorado limited liability company

By: Whetstone Industrial Park Inc., a Colorado Limited Liability Corporation, its managing member

By [Signature]
Name William Joseph Lacy, Jr.
Title President

State of Colorado }
County of Gunnison) ss.

The foregoing instrument was acknowledged before me this 23 day of March, A.D. 2022, by William Joseph Lacy, as President of Whetstone Industrial Park, Inc., Managing Member of L&D Ranches, LLC.

My commission expires: Nov. 8, 2025
My address is: 107 SHAVANO DR. GUNNISON, CO. 81230

Witness my hand and official seal:
[Signature] (seal)
Notary Public: MAXWELL RYAN
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID: 2021404104
MY COMMISSION EXPIRES NOV 8, 2025

PURPOSE STATEMENT

The Purpose of this Plat is to adjust the boundary line between said Lot 8 and said Lot 9, with the intention of transferring approximately 0.64 acres from said Lot 9 to said Lot 8.

LEGAL DESCRIPTION

Lot 8, Whetstone Industrial Park, according to the plat thereof, recorded at Reception Number 654063 in the office of the Gunnison County Clerk and Recorder.
Lot 9, Whetstone Industrial Park, according to the plat thereof, recorded at Reception Number 654063 in the office of the Gunnison County Clerk and Recorder.

ATTORNEY'S OPINION

I, Jacob A. With, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in DNA Ranch LLC, a Colorado limited liability company as to Lot 9 and, as to Lot 8, L&D Ranches, LLC, a Colorado limited liability company, and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

- Those matters shown hereon.
- Easements, conditions, covenants, restrictions, reservations, notes and exceptions from the attorney's opinion set forth on the Plat of Whetstone Industrial Park Recorded June 27, 2018 under Reception No. 654063.
- Terms, conditions and provisions of Board of County Commissioners of Gunnison County Resolution No. 2016-46 recorded November 16, 2016 under reception number 643379.
- Terms, conditions and provisions of Board of County Commissioners Resolution No. 2018-16 recorded June 27, 2018 under reception number 654062.
- Declaration of Protective Covenants for Whetstone Industrial Park recorded June 27, 2018 at reception number 654064 and amendment recorded January 22, 2019 under reception number 658375.
- Development Improvements Agreement recorded July 3, 2018 under reception number 654209 and July 9, 2018 under reception number 654301 and the addendum recorded August 8, 2019 under reception number 661545 and in second addendum recorded April 24, 2020 under reception number 666206 and in third addendum recorded November 20, 2020 under reception number 671421.
- Easement granted to Gunnison County Electric Association in instrument recorded July 25, 2019 under reception number 661246.
- Terms, conditions, provisions, burdens and obligations as set forth in designations of lots and amendments thereto recorded under reception numbers

9. Real property taxes for 2022 and subsequent years, a lien not yet due and payable.

Dated this 8th day of March 2022.

[Signature]
Jacob A. With, Atty. Reg. #: 40546
Law of the Rockies

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of the boundary line adjustment (name of plat title in capital letters) is approved this _____ day of _____, A.D. 2022.

Chairperson, Gunnison County Board of Commissioners
Attest:

Gunnison County Clerk and Recorder

SURVEY NOTES:

Basis of Bearings: Bearings shown hereon are based on an assumed bearing of N41°22'54"W between the Easterly most corner of said Lot 8, being monumented by a 5/8" Rebar and 1.25" Red Plastic Cap stamped PLS 38697, and by the Northerly most corner of said Lot 9, being monumented by a 5/8" Rebar and 1.25" Blue Plastic Cap stamped PLS 38388, both corners being shown hereon.

- This map has been prepared pursuant to client request for a Boundary Line Adjustment Plat.
- Date of field survey: 01/28/2022.
- Units of linear measurements are displayed in US Survey Feet.

SURVEYOR'S CERTIFICATE:

Erik E. Bjornstad, being a registered land surveyor in the State of Colorado, do hereby certify that this plat and survey of LOT 8 & 9 BOUNDARY LINE ADJUSTMENT PLAT was made by me and under my supervision and that both are accurate to the best of my knowledge. Steel pins and/or brass cap monuments were set at all boundary corners.

Dated this 7th day of March, 2022.

Erik E. Bjornstad
Colorado PLS # 38697
For, and on behalf of SGM



GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This survey was accepted for deposit in the office of the Clerk and Recorder of Gunnison County,

Colorado, on this _____ day of _____, 2022, Deposit Number _____

Time _____ Date _____

Gunnison County Clerk and Recorder



Lot 8 & 9 Boundary Line Adjustment
Whetstone Industrial Park
Gunnison County, Colorado

Revision	Date	By

Job No. 2022-138.001
Drawn by: MB
Date: 03/07/2022
Approved: [Signature] PLS: EB
File: Whet8-8BLA.dwg

Title: Boundary Line Adjustment
Sheet No. 1
Of: 2

A:\2022\2022-138-Whetstone\2022-138-Whetstone\Drawings\Whetstone-8BLA.dwg Plotter: 3/7/2022 2:52 PM By: Erik Bjornstad

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval, Application for Gunnison Valley Land

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison Ranchland Conservation Legacy

Term Begins: 4/19/22

Term Ends:

Grant Contract #:

Summary:

For transaction costs associated with transferring land ownership to the Forest Service for a 48-acre property in Marble

Fiscal Impact: \$10690

Submitted by: Mike Pelletier

Submitter's Email Address: mpelletier@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 4/11/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 4/11/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/13/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 4/19/2022

To: Board of County Commissioners

From: Mike Pelletier, GIS Manager

Date: April 19, 2022

RE: Gunnison Ranchland Conservation Legacy grant agreement



The Gunnison Valley Land Preservation Board approved funding to the Gunnison Ranchland Conservation Legacy to cover transaction costs associated with the Marble Property project at their November 11, 2021 meeting. The grant is for \$10,690 and the project has not changed from what was presented to the Land Preservation Board.

GRCL received a donation of the Marble property in 2015. The 48-acre parcel (Tax Parcel Number 291726300012) is just south of the Town of Marble, with the Crystal River forming its north boundary, USFS land on the west and south, and CPW land on the east.

The property is in a wild state, with no improvements and no vehicular access. The steep north-facing parcel is entirely forested with Engelmann spruce, subalpine fir, aspen and associated subalpine understory shrubs. It provides natural habitat for wildlife, recreational fishing along the river is excellent, and hikers willing to tackle the rugged topography would be rewarded with stunning views.

GRCL worked with USFS acquisitions staff for several years, and they have now purchased the property. The transaction costs include a qualified appraisal, an ASTM E1527 Phase I Environmental Site Assessment, an evaluation of the mining potential (there is none) and title expenses related to completing the purchase.

APPLICATION FOR GUNNISON VALLEY LAND PRESERVATION FUND (GVLPF)

**Marble Property
November 8, 2021**

[Acronyms used in this application: GRCL = Gunnison Ranchland Conservation Legacy; GVLPF = Gunnison Valley Land Preservation Fund; USFS = United States Forest Service; CPW = Colorado Parks and Wildlife]

1. Name/Title of Proposed Project: Marble Property

2. Applicant:

Name: Gunnison Ranchland Conservation Legacy

Designated Contact Person for the Application: Stacy McPhail, Executive Director

Mailing Address: 307 N. Main, Suite 2H, Gunnison, CO 81230

Telephone Number: (970) 641-4386 Gunnison office, (970) 210-7221 cell

Email Address: info@gunnisonlegacy.org

Names of other participating agencies:

United States Forest Service (purchasing the property)

3. Funding Request:

a) Amount of Land Preservation Funds Requested: \$10,690

b) Percentage of Land Preservation Funds to Total Cost: 6.6%

c) Requested Date Funds Available to Applicant: December 2021

4. Brief Description of Proposed Project:

GRCL received a donation of Gunnison County property in 2015. The 48.533-acre parcel (Tax Parcel Number 291726300012) is just south of the Town of Marble, with the Crystal River forming its north boundary, USFS land on the west and south, and CPW land on the east. The property is in a wild state, with no improvements and no vehicular access. The steep north-facing parcel is entirely forested with Engelmann spruce, subalpine fir, aspen and associated subalpine understory shrubs.

We have been working with USFS acquisitions staff for several years, and they have now secured approvals and funding for purchase. It is appropriate that this parcel, essentially an inholding in USFS land, become public property. It provides natural habitat for wildlife, recreational fishing along the river is excellent, and hikers willing to tackle the rugged topography would be rewarded with stunning views.

In order to move the process forward, we are having to pay transaction costs that include a qualified appraisal, an ASTM E1527 Phase I Environmental Site Assessment, an evaluation of the mining potential (there is none) and title expenses related to completing the purchase.

This request to the GVLPF is for the transaction costs incurred in completing the transfer of the property from private ownership to the USFS.

5. Explain how the requested amount was calculated and how the fees will be used?

The requested amount reflects the sum of invoices from the providers of the required documents.

Budget & Information

<i>Project Activities:</i>	<i>Project Funding</i>				
	<i>Total Cost</i>	<i>Land Pres. Funding</i>	<i>Other Funds Requested Or Committed</i>		
			<i>Amount</i>	<i>Source</i>	<i>Status</i>
Property Value	150,000	0	150,000	USFS	approved
Appraisal	8,000	8,000			
Phase I Report	1,000	1,000			
Minerals Report	500	0	500	geologist	donated
Survey	1,190	1,190			
Title Insurance, Closing Costs	500	500			
Total	161,190	10,690	150,500		

6. Have appraisals been completed? What additional work must still be completed?

The appraisal has been completed and approved by USFS.

7. Describe any in-kind contributions by type and value in support of this project. Were these contributions included in the costs listed above?

-N/A-

8. Please describe local support for the project:

We have not publicized this project. However, at the May 18, 2021 meeting of the Gunnison County Board of County Commissioners, the USFS received a Letter of Support for the acquisition via the BOCC consent agenda. See attachment following the photos in this application.

9. Please describe the type of property transfer (Easement/Fee Simple, etc.). Have the terms of the proposed conservation easement been finalized? If so, please provide a summary of the terms and conditions.

This is a fee simple transfer, from GRCL to the USFS.

10. What are the total acres of the parcel and what is the total amount being protected through this transaction?

The parcel is 48.533 acres, all of which are being purchased by the USFS.

11. What organization will hold the conservation easement?

-N/A-

12. Provide the date the organization was accredited through the Land Trust Accreditation Commission and their current status.

-N/A-

13. Provide the most recent date of this entity's certification by Colorado's Department of Regulatory Agencies to hold conservation easements.

-N/A-

14. How do you feel this project meets the Land Preservation Board’s guidelines?

The mission of the Land Preservation Fund is to permanently preserve open space, agricultural lands, wildlife habitat, wetland areas, access to public lands, trails and watershed protection for present and future generations. The Marble Property project transfers privately owned wildlife habitat, wetland areas and riverfront to public ownership, thereby providing public access.

15. If the project is funded, what additional operational obligations will be incurred and how will they be addressed?

There are no ongoing operational obligations associated with the transfer of the Marble Property to the USFS.

16. How will the terms of the conservation easement be enforced over the long-term and provide detail on how the costs were determined?

-N/A-

17. What will be the status of water rights and mineral (including hydrocarbons) rights for the property?

No water rights are associated with this property. A professional geologist's report determined that the likelihood of exploitation of the severed mineral rights is so remote as to be negligible.

18. Provide a locational map identifying the total property and its relationship to other properties in the area.

See maps and photo page following.

NOTE: Prior to receiving grant funds, the grantee must sign the Grant Agreement which includes requirements that:

- a. The funds can only be used for the use intended;
- b. Gunnison County may request to be listed in the conservation easement as a third-party beneficiary of the covenants and terms of the Use Restriction and Grantee’s real property interest therein. The purpose of which is to allow the County the option to enforce use restrictions;
- c. Land trusts holding the conservation easement must provide monitoring reports to Gunnison County upon request;
- d. Land Preservation Funds can only be used for capital costs, which include land and all the costs necessary to complete the transaction;
- e. The Fund is subject to sales tax receipts and annual appropriation of Board of County Commissioners;
- f. If the Grantee fails to perform in timely manner funds are subject to forfeiture; and
- g. If the use restriction is terminated, funds are subject to reimbursement.

To the best of my knowledge and belief, statements and date in this application are true and correct.

Signature (Principal Official):

Stacy McPhail	Executive Director	November 8, 2021
Name (Typed or Printed):	Title	Date

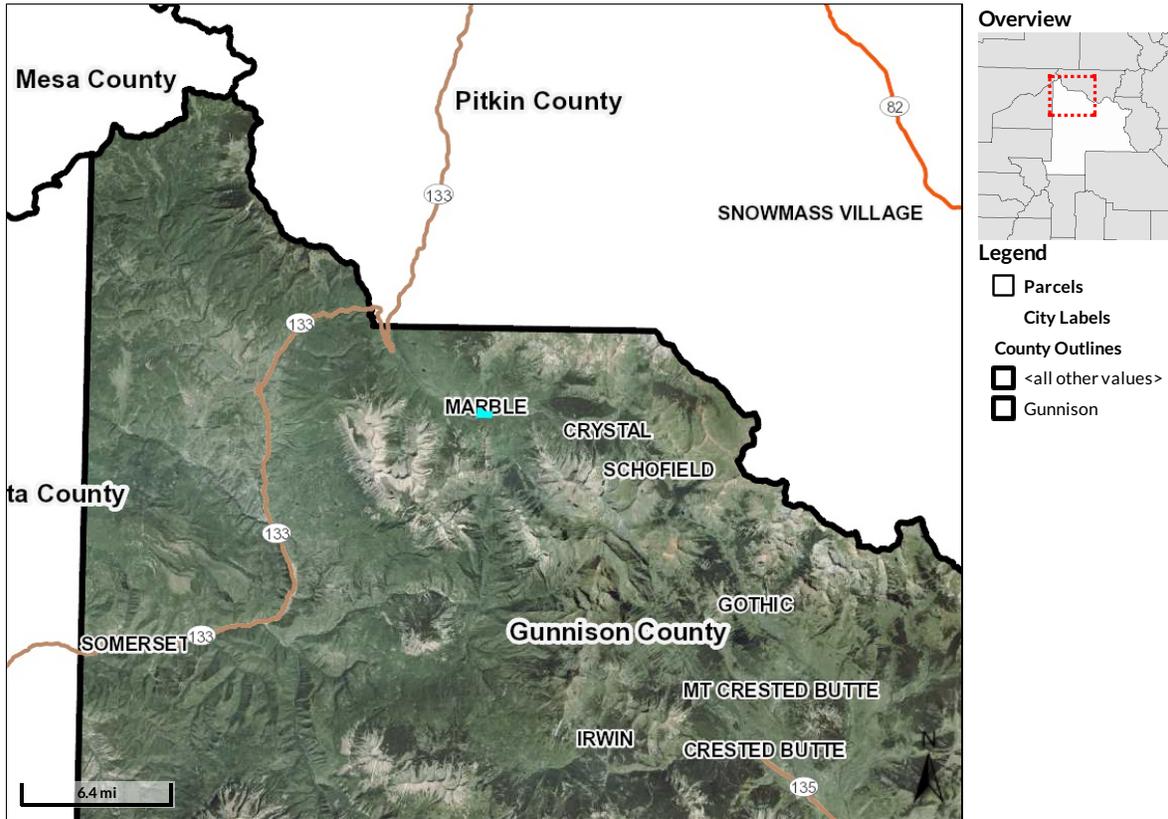
Please bring 5 double sided copies to meeting and email application documents to:

Mike Pelletier
Gunnison County
200 E. Virginia Avenue, Ste. 158
Gunnison, CO 81230
(970) 641-7645
mpelletier@gunnisoncounty.org



Overview of the property from CPW land to the east (S. Lohr, 8/14/21)

Vicinity Map:



?										
Account Number	R014081	Owner Address	GUNNISON RANCLAND CONSERVATION LEGACY	Total Current Value	\$120,070	Last 2 Sales		Date	Price	Qualified
Parcel Number	2917-263-00-012	Physical Address	307 N MAIN ST STE 2H GUNNISON, CO 81230-2435	Current Value	\$34,820		12/16/2015	\$0	N/A	
Account Type	Vacant	Subdivision	MARBLE	Assessed Value						
Lot/Block	n/a	Legal Description	MARBLE INSTITUTE OF COLORADO MARBLE ISDS RIVER (80010)	Mill Levy	60.135					
Tax District	617		48.533 ACRES IN SECTION 26, TOWNSHIP 11S, RANGE 88W	Total Value	\$120,070					
Acres	48.533		(Note: Legal Description above is abbreviated for use on Assessor records and is not valid for use on legal documents.)	Last Year Taxes	\$2,602					

This electronic transmission may contain a map, diagram or information prepared by Gunnison County and represents generalized geographic data for general planning purposes only. The data portrayed should not be relied upon to establish legal title, boundary lines, the precise location of improvements, ownership, maintenance, easements or public rights-of-ways.

Date created: 9/1/2021
 Last Data Uploaded: 9/1/2021 6:11:37 AM

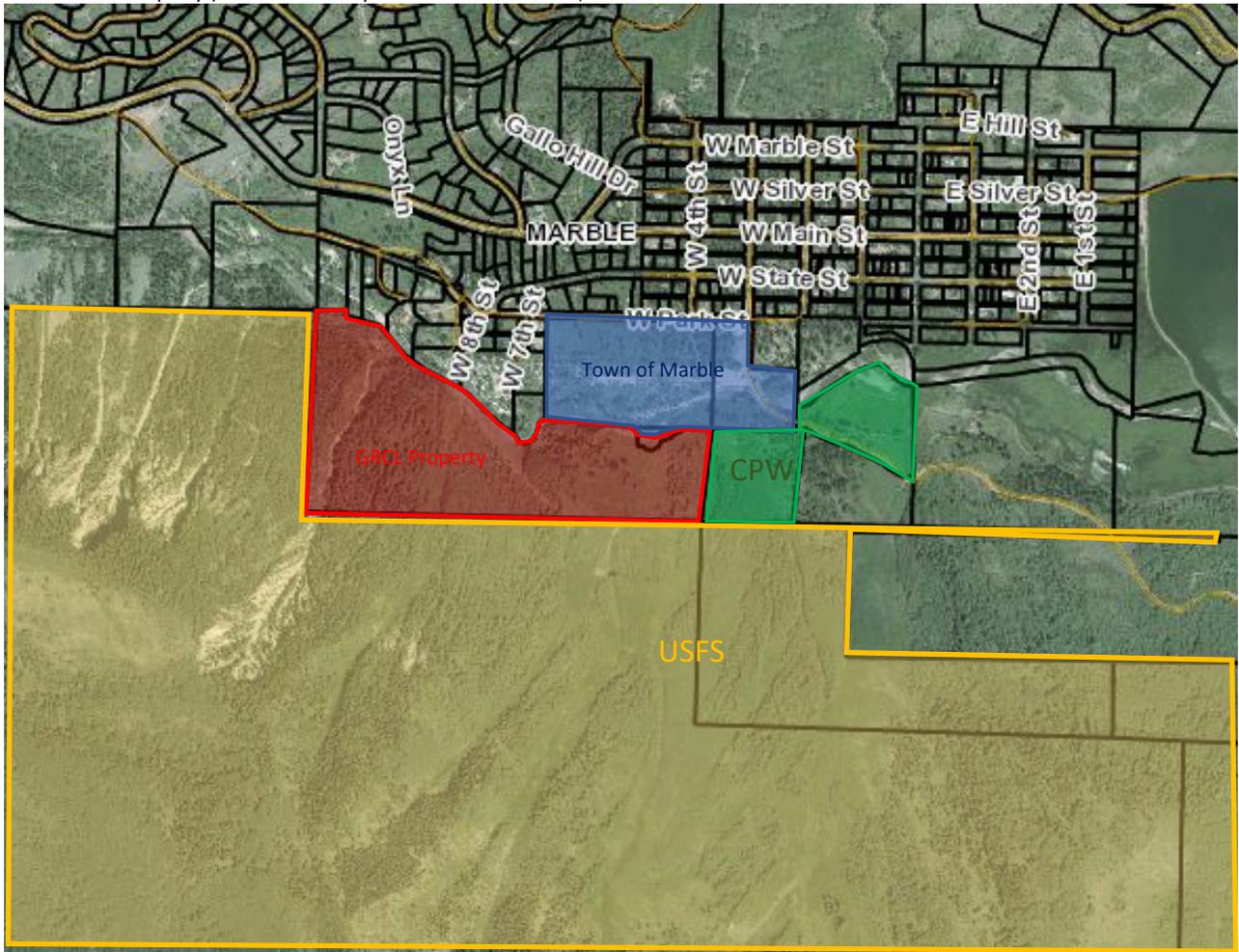
Developed by Schneider GEOSPATIAL

Marble Property Aerial Map



County Parcel Map

GRCL Marble Property (Gunnison County Parcel 2917-263-00-012)





Looking SE across the Crystal River at the northeast area of the property (S. Lohr, 8/14/21).



Looking S across the Crystal River at the central area of the property (S. Lohr, 8/14/21).



Looking S across the Crystal River at the west area of the property (*S. Lohr, 8/14/21*).

May 18, 2021

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
May 18, 2021**

The May 18, 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
Melanie Bollig, Deputy County Clerk
Others Present as Listed in Text

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

AGENDA REVIEW: There were no changes made to the agenda

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

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

1. Application and Contract Schedule; Gerber Life Insurance Company; Excess Loss Insurance; Specific Deductible per person - \$50,000; 1/1/2021 to 12/31/2021
2. Contractor Agreement; Omni Institute; Bridges Out of Poverty Training Services; 4/28/2021 thru 6/30/2021; not to exceed \$2,842.50
3. Letter of Support for Funding a Conservation Technician / Wildlife Biologist, District Manager; Conservation Partners Program Grant Review Team, National Fish and Wildlife Foundation; Gunnison Conservation District
4. Ratification of Correspondence; Community Foundation of the Gunnison Valley (CFGV); Support for Pilot Program Collaboration; Habitat for Humanity of Gunnison Valley (HfHGv) and Colharbour Institute (CI)
5. Letter of Support; White River National Forest Acquisition of 48.5-Acre Parcel Adjacent to the Town of Marble
6. Ratification of Signature; Amended Grant Agreement; Colorado Department of Public Health and Environment (CDPHE); Gunnison County Department of Health and Human Services; 7/1/2021 to 6/30/2022; \$222,342
7. Letter of Support; Forest Restoration & Wildfire Risk Mitigation Grant Application; Colorado State Forest Service; National Forest Foundation
8. Service Agreement; Colorado Department of Human Services; Gunnison County Sheriff's Department; For Substance Abuse and Mental Health Treatment in the Gunnison County Jail; 7/1/2021 to 6/30/2022; \$115,000
9. Contract Agreement; State of Colorado Department of Human Services; TALX Corporation; For Equifax Verification Services; 6/1/2021 to 5/31/2022; \$849.62
10. Contractor Agreement; Kit Carson Tiling LLC; Ceramic Tile Installation; \$13,805

VOUCHERS AND TRANSFERS APPROVAL: CFO Juan Guerra and Senior Accountant Kelly Weak were available in person for the Vouchers and Transfers reports.

1. Accounts Payable Report – May 2021: With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the voucher report as presented, in the amount of \$3,043,120.56. Motion carried unanimously.
2. Cash Transfer Report - April 2021: With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the cash transfer in the amount of \$4,161,601.95. Motion carried unanimously.
3. Sales Tax and Local Marketing District Tax Reports - March 2021
4. Purchase Card Report – February 2021

TREASURER'S REPORT APPROVAL: County Treasurer Debbie Dunbar presented the Treasurer's Report. With no questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to accept the Treasurer's report and authorize the Chairperson's signature. Motion carried unanimously.

COUNTY MANAGER'S REPORTS: County Manager Matthew Birnie asked for direction from the Board on two issues.

1. Letter of support for a broadband feasibility report. CM Birnie wanted the Board's approval before signing the go ahead on this report. Commissioner Mason explained that he would be discussing the capability of this rural connection at a Region 10 meeting on Thursday, May 20th. The rest of the Board said they would support whatever decision Commissioner Mason made upon this review.
2. Permission to enter County property for a wetlands study. Chairperson Houck noted that it was would be carried out at the foot of "W" Mountain, outside of the fenced area around the airport. The Board did not see any red flags or have any objections; however, they directed CM Birnie to also check with airport manager, Rick Lamport. CM Birnie added that he would ask County Attorney Matthew Hoyt to

Gunnison Valley Land Preservation Fund
GRANT AGREEMENT

Project Name: Marble Property

PARTIES TO AGREEMENT

Gunnison County

200 E. Virginia Ave., Gunnison, CO 81230

Contact name: Mike Pelletier

Telephone: (970) 641-7645

Grantee: Gunnison Ranchland Conservation Legacy

Address: 307 N. Main, Suite 2H, Gunnison, CO 81230

Contact name: Stacy McPhail

Date: March 25, 2022

Exhibits:

Exhibit A – Application for Gunnison Valley Land Preservation Fund (GVLPF)

THIS GRANT AGREEMENT (“Grant Agreement” or “Agreement”) is entered into this _____, 2022, by and between the Board of County Commissioners of Gunnison County, Colorado (“Gunnison County” or “Board”), 200 E Virginia Ave., Gunnison, Colorado 81230, and Gunnison Ranchland Conservation Legacy, 307 N. Main St., Suite 2H, Gunnison, CO 81230 (“Grantee”) (jointly the “Parties”), and witnesses:

RECITALS

A. A portion of the revenue from the current County-wide sales tax in Gunnison County is deposited in the Gunnison Valley Land Preservation Fund (“Fund”) of the Board of County Commissioners of Gunnison County which is an account of the Capital Improvement Fund of the Board. The Fund is designated for open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the County, including matching public and private grants or to acquire interests or easements in land and water rights. The Fund was originally established by public vote in 1997 and was reauthorized by public vote in 2012. The amount of monies for the Fund varies annually.

B. Gunnison County has created a process for review of requests for funding of projects from the Fund. The process begins with submission of a written proposal by a proponent to the Gunnison Valley Land Preservation Board (“GVLPB”), which consists of two members appointed by each Gunnison County, City of Gunnison, Town of Crested Butte, and Town of Mount Crested Butte for a total of eight voting members. The GVLPB approves, disapproves, or approves with conditions, the proposal. Provision of monies from the Fund requires a formal grant agreement to be executed by the Gunnison County Board of County Commissioners and the project proponent.

C. Grantee has applied to the GVLPB for funding of a project known as Marble Property (“Project”) and described in Exhibit A (“Project Application”) attached hereto and incorporated herein. The GVLPB reviewed and approved the Project on November 11, 2021.

D. This Grant Agreement is intended to identify and memorialize the relationship between the Parties and the various obligations of the Parties regarding the Project.

SECTION 1 - PROJECT SCOPE

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the terms and conditions of this Agreement.

2. Grant and Project. The Board hereby awards to Grantee a grant in the amount not to exceed Ten Thousand Six-Hundred Ninety and 0/100ths Dollar (\$10,690) (the "Grant"), subject to the terms and conditions set forth in this Agreement and subject to the following specific conditions for this project:

The final amount of funding for this project that will be available to Grantee at closing or reimbursement will be dependent upon the overall project being completed with no material changes. The Grant will not be increased, but the Board may reduce the Grant if the project changes in any way that the Board deems material. For example, a reduction in acreage, purchase price, or fair market value may cause a reduction in the Grant, unless the Board approves adding or substituting project elements to the overall project. Similarly, the Board will release grant funds in portions if the project is completed in phases (i.e., more than one transaction), according to the Board's determination of how the proportionate acreage, project cost and value relates to the overall project and Grant. The Grantee must meet the Board's reporting requirements before any funds are released. The project must also comply with all of the Board's policies and practices.

3. Exclusive Use of Grant. The Grant shall be used by Grantee solely to complete the Project only as approved by the GVLPB and this Grant Agreement.

4. Project Scope. The Project will not be materially modified by Grantee without the prior written approval of the GVLPB and the Board. Any material change to the Project, whether or not such change is approved in writing by GVLPB and the Board, may result in a reduction of the Board's funding award or requirement of a refund to the Board from Grantee, pursuant to Paragraph 10 of this Agreement. In addition, any material change to the Project that is not approved in advance and in writing by the Board and GVLPB may result in termination of the Grant.

5. Approved Budget. Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee's anticipated direct costs associated with the Project. Eligible costs are described in Paragraph 8 of this Agreement.

6. Waiver. Prior to the disbursement of funds, the Board may waive certain conditions set forth in this Agreement. Anything else to the contrary notwithstanding, no exercise by the Board or GVLPB of any right or discretion reserved by the Board hereunder shall be deemed an election, and no waiver by the Board of any action or requirement of Grantee, including any waiver of the foregoing conditions, shall constitute a waiver of

any other requirements, actions or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Board shall be effective unless in advance and in writing executed by the Board. Additionally, any failure by the Board to take any actions as set forth above shall have no legal effect on the contractual duties of the Grantee under this Agreement. Further, no waiver with respect to this Project, Grant, or Agreement shall constitute a waiver in any other Board-funded project.

7. Future Funding. This Grant Agreement and the Grant contemplated hereunder apply only to the Project as approved herein. The Board makes no representations regarding future funding for future phases of the Project or any other properties.

SECTION 2 - GRANT PAYMENT

8. Eligible Costs. The following costs are eligible for reimbursement under the terms and conditions of this Agreement:

A. *Direct Costs.* Costs directly associated with producing due diligence documents needed for closing the transaction on the Project, including but not limited to expenses for a title policy (including endorsements and other title company charges); an appraisal; Grantee's contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan and baseline documentation; a survey, if needed; a geologist's mineral assessment, if needed; maps.

9. Payment of Grant. Payment of the Grant is subject to the Board's determination in its sole discretion that it has received and has available sufficient Fund proceeds to fund the Grant and that Grantee has complied with the terms and conditions of this Grant Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth herein. In determining the sufficiency of Fund proceeds, the Board may consider all facts and circumstances as it deems necessary or desirable, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future Board operating expenses and budgetary needs.

10. Withdrawal of Board Funding; Termination of Agreement. Anything in this Agreement to the contrary notwithstanding, with prior notice to Grantee, the Board reserves the right to withhold or withdraw all or a portion of the Grant, to require a refund of the Grant, and/or terminate this Agreement if the Board determines in its sole discretion that any of the following conditions exist, but before making such determination, the Board shall notify the GVLBP:

- A. *Altered Expectations.* Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant as approved by the Board infeasible or impractical;
- B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from how the Project was presented in the Project Application and as approved by the GVLPB, and all such material changes have not otherwise received prior written approval of the Board;
- C. *Inaccuracies.* Any statement or representation made or information provided by the Grantee in the Project Application, this Grant Agreement or the due diligence materials is untrue, inaccurate or incomplete in any material respect;
- D. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding is not fulfilled by Grantee or is unsatisfactory to the GVLPB or Board, in their respective discretion; or
- E. *Termination of Use Restriction, Disposal of Property.* Any use restriction (e.g. conservation easement) is terminated or materially altered or if other interests purchased with the Grant are disposed of; in which event Grantee shall make a full refund to the Board of all funds received to date.

SECTION 3 - CONDITIONS PRECEDENT

- 11. Conditions Precedent to Funding. Anything else in this Grant Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Grant Agreement to the Board's satisfaction in its sole discretion, including, but not limited to, the following:
 - A. *Matching Funds.* Matching funds in the minimum amount set forth in the Project Application must have been received by Grantee, or the status of efforts to secure matching funding were disclosed to the Board and have been deemed satisfactory by the Board.
 - B. *Due Diligence.* The Board may conduct a due diligence review of the Project, the results of which must be satisfactory to the Board in its sole discretion. Grantee shall assist and cooperate with the Board in conducting such due diligence review, and in connection therewith shall provide the Board with the information or documentation specified in the Project Application, as well as such other documentation and/or information as the Board shall reasonably request. Grantee shall have the duty to update all such documentation and information as necessary to reflect material changes from the date such information is originally provided to the Board. The Board may in its sole discretion terminate

this Agreement and deauthorize the Grant if Grantee fails to provide any information or documentation promptly when requested by the Board.

C. *Other Property Interests.* Grantee may not use the Grant or other Project funds to acquire any rights other than those described in the Project Application, including but not limited to, fee title, water rights, or any other partial real estate interest (collectively, "Other Interests").

D. *Gunnison County Use Restriction.* Property acquired with the Board funds, whether through the acquisition of fee title, conservation easement, or any other technique, shall be held and managed in a manner designed to protect the Property's natural resources, open space and other conservation values, to prevent any development that would adversely affect such resources and values, and where necessary and appropriate, to ensure appropriate public access.

SECTION 4 - OTHER PROVISIONS

12. Publicity and Project Information. The Board has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge the Board funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, the Board shall be acknowledged as a contributor in the invitation for the event.

13. Liability.

A. *Indemnity.* Grantee shall indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Grant Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from Gunnison County, the Board, its members, officers, agents or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement. This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

B. *No CGIA Waiver.* Anything else in this Grant Agreement to the contrary notwithstanding, no term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protections provided to the Board under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted) ("CGIA"). This provision may apply to the Grantee if the Grantee

qualities for protection under the CGIA. The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Board, its members, officers, agents and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, and local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. To the maximum extent permitted by law, Grantee hereby agrees to indemnify, defend and hold harmless the Board, County Staff, and GVLPF members from any cost, expense or liability or any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex and shall comply with any other applicable laws prohibiting discrimination. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

14. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the Project. The accounts, documents, and records related the Project shall be retained by Grantee for five (5) years following the date of disbursement by the Board of the Grant funds under this Agreement, and shall be subject to examination and audit by the Board or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

15. Post-Completion Requirements.

A. *Standing to Enforce.* The Board shall have standing to initiate and/or participate in court proceedings to enforce the Grant Agreement.

16. Breach. In addition to such other remedies as shall be available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Agreement, the Board shall have the following non-exclusive remedies:

- A. *Prior to Payment of Grant.* The Board reserves the right to withdraw funding and/or terminate this Agreement.
- B. *After Payment of Grant.* The Board reserves the right to seek equitable relief and/or all other remedies as available to it under applicable law, including but not limited to, return of all or a portion of the Grant as provided herein. Further, the Board reserves the right to deem Grantee ineligible for participation in future the Board grants, loans or projects.
- C. In addition to the remedies set forth above, the Board shall be entitled to pursue any other remedy available at law or in equity.

17. Miscellaneous Provisions.

- A. *Good Faith.* Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.
- B. *Assignment.* Grantee may not assign its rights or delegate its obligations under this Agreement without the express written consent of the Board. Consent to assign this Agreement may be withheld in the sole discretion of the Board.
- C. *Applicable Law.* Colorado law applies to the interpretation and enforcement of this Agreement. Jurisdiction and venue for any legal proceedings related to this Agreement shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado.
- D. *Status of Grantee.* The parties acknowledge that the Board lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee or agent of the Board. Grantee does not have any authority to bind Gunnison County in any manner whatsoever. Grantee acknowledges and agrees that Grantee is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.
- E. *Time is of the Essence.* Time is of the essence in this Agreement.
- F. *Survival.* The terms and provisions of this Agreement and Grantee's obligations hereunder shall survive the funding of the Grant and the acquisition of, and any future conveyance of, the real property interest by Grantee.

G. *Fax and Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Agreement transmitted by facsimile or email as if they were original signatures.

H. *Third Party Beneficiary.* The Board and Grantee hereby acknowledge and agree that this Agreement is intended to cover only the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended.

I. *Notice.* Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Agreement.

J. *Construction; Severability.* Each party hereto has reviewed and revised (or requested revisions of) this Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement. If any provision in this Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, and the balance of this Agreement shall otherwise remain in full force and effect. At any time when this Agreement refers to a party's ability to act or make determinations or decisions with discretion, this Agreement shall be construed to permit such party to act and to make such determinations and/or decisions in its sole discretion.

K. *Entire Agreement.* Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of _____.

GRANTEE



Stacy McPhail, Executive Director
Gunnison Ranchland Conservation Legacy

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

Jonathan Houck, Chairperson

Roland Mason, Commissioner Attest:

Elizabeth Smith, Commissioner

Deputy County Clerk

Exhibit A

Application for Gunnison Valley Land Preservation Fund (GVLPF)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Executive Session, pursuant to C.R.S. § 24-6-402

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Executive Session, pursuant to C.R.S. § 24-6-402 (4)(e)(I): Determining Positions Relative to Matters That May Be Subject to Negotiations, Developing Strategy for Negotiations Related to Property Located in Gunnison County, Colorado, and pursuant to C.R.S. 24-6-402(4)(b) conferences

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: GUNCOUNTY1\mhoyt

Discharge Date: 4/12/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/13/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 4/19/2022

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
Meeting Agenda for April 19, 2022
County Commissioners' Meeting Room
200 E. Virginia Avenue; Gunnison, CO 81230
(Remote Option, Below)

- Call to Order at 10:20 am

- Agenda Review

- Minutes Approval:
 - February 15, 2022

- Financial Update

- Program Updates:
 - Community Service Block Grant (CSBG)

- Legislative Update; Current Status on Key Bills

- Next Meeting: June 21, 2022

- Adjourn at 10:50 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> prior to the meeting.

ZOOM MEETING DETAILS:

Join Zoom Meeting:

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

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

+12532158782,,82753657556#,,,,*471302# US (Tacoma)

+13462487799,,82753657556#,,,,*471302# US (Houston)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: HS Minutes Approval: February 15, 2022

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review - the draft of the Board of Human Services meeting held 2/15/2022.

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 4/15/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 4/19/2022

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
MEETING MINUTES
February 15, 2022**

The February 15, 2022 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 [ABSENT]
Roland Mason, Commissioner, Acting Chair
Liz Smith, Commissioner
Greg Levine, Hinsdale Co. Commissioner [REMOTE]

Joni Reynolds, Assistant County Manager for
Health & Human Services
Matthew Birnie, County Manager
Melanie Bollig, Clerk to the Board
Other Persons Present as Listed in Text

CALL TO ORDER: Acting Chair Mason called the meeting to order at 10:43 am.

AGENDA REVIEW: There were no changes to the agenda.

MINUTES APPROVAL: **Moved** by Commissioner Mason, seconded by Commissioner Levine to approve the December 21, 2021 meeting minutes, as presented. Motion carried.

1. December 21, 2021 Meeting Minutes

2022 MEETING PLANNING: Assistant County Manager for Health & Human Services, Joni Reynolds, was present for discussion.

Asst CM Reynolds noted that a draft had been sent to each of the Board last December 2021, and then went over the 2022 schedule with the Board, asking if there were any modifications needed. Commissioner Smith mentioned the newly formed Colorado Office of Early Childhood, and wondered about adding something on this to a future meeting. Asst CM Reynolds affirmed that she would make a note to add something into the schedule which would include the impact in different areas of her department. No other changes were added.

PROGRAM UPDATES:

1. **Funding Overview.** HHS Director Reynolds went over the Human Services Program 01 Funding for fiscal year 2022 with the Board. This included funding for Senior & Adult Services and Child and Family Health programs, with three different funding sources in the County budget. The chart she had prepared illustrated that 69% of the funding was from the State, with 23% from grants.

Asst CM Reynolds then looked at 03 Funding, which included funding for Senior & Adult, Child and Family Services, and Economic Security programs. The chart provided revealed that 58% of funding was from State, with 34% from federal funds.

Last, Asst CM Reynolds looked at 04 Funding, which included the Public Health programs. A chart showed 58% of funding came from the State, with 20% from federal funding. Overall, she noted that the funding for 01, 03 & 04 utilized 58% from State and 27% from federal funds.

Commissioner Mason asked for a comparison of funding totals for past years, and Asst CM Reynolds stated that she would send the Board an updated document showing totals for FY 2020 and 2019 for comparison.

2. **Staffing Updates.** Asst CM Reynolds reported that there was a new grant-funded position posted currently for a program called Gen-50, which works with people at the age of 50. They had not received any applicants, but were working on a plan to get the service going. Also, not yet posted, but in the budget, were positions for a part-time Child Support Specialist and Eligibility Tech for the next school year.

Specifically for Hinsdale County, Asst CM Reynolds let the Board know she was coordinating with the Hinsdale County team to identify any issues or questions that might come up from Lake City or any Hinsdale County residents, regarding public assistance or application status. She let the Board know that, in the past, the Hinsdale team could check on this online; however, State security upgrades now prohibit them accessing the site.

LEGISLATIVE PRIORITIES:

Asst CM Joni Reynolds gave this report to the Board, as well. She attended a Colorado Counties Inc (CCI) meeting last Friday, February 11th, for a legislative update; in two weeks' time there would be another meeting with a vote. She was working with CCI staff to figure out how to register two votes – one for Gunnison County and one for Hinsdale County.

A few of the priority bills from CCI that they gave an update on concerned:

1. A House Bill centered around family justice center. Asst CM Reynolds reported that this centered around human trafficking, child abuse, elder abuse, sexual abuse and violence, etc., and remarked that it seemed to be more specific to Jefferson County Metro, and not to statewide; she did not see a reason to oppose it.
2. A Senate Bill for transparency in out-of-home placements for people with developmental disabilities. Asst CM Reynolds reported that this is still pending and hasn't been introduced yet.
3. A bill yet to be introduced, regarding the Department of Early Childhood. Asst CM Reynolds noted that this was specifically concerning the effective date for starting to track the funding amounts involved for this new department; it was not the bill which will establish the actual Department of

Early Childhood and all the details that will go with it. She further noted that it seemed like a bill to support.

4. A house bill for a behavioral crisis response system. Asst CM stated this bill was for clarifying built-in responses already in place for all mental and behavioral health, and substance abuse cases – for all ages. She added that it was described as needed to help with enforcement actions, and she is not sure if this will really help address the current issues.
5. Senate Bill 106, conflict of interest in public behavioral health. Asst CM Reynolds explained that this bill would create clarity in seeking to limit who can be on their board, as far as the ability to control their network of providers. She stated that she felt this bill was not a priority locally, but probably was more of a priority statewide.
6. House Bill 0296 – a TANF (Temporary Aid for Needy Families) bill to increase the basic cash assistance to needy families. Asst CM Reynolds reported that this bill would increase the basic cash assistance for all cases, make it easier to be eligible, and more difficult to discontinue aid to any individual on the program. Issues were with TANF being able to draw from county reserves for possible extensive needs; as a result, the counties may not have reserves left for other types of emergencies, etc. She noted that there had been some discussion that the governor’s office does support this bill; her staff had noted a lot of changes in the rigor for eligibility and sanctions for employment search requirements. She concluded that this bill will be continued to be discussed at the CCI meeting later in the month.

PERFORMANCE REPORT:

Asst CM Joni Reynolds gave a brief report on the Health and Human Services Department’s performance during the past year. She noted that the two performance-measure and data-tracking systems used for their department were: C-STAT – a Colorado Department of Human Services (CDHS) tool – and Clear Point, which was Gunnison County’s tool for measuring performance and tracking data.

She reported that, for the last 4 years both Gunnison and Hinsdale had been recognized for outstanding performance under the C-STAT program criteria; CDHS compares 44 counties to evaluate performance in all CDHS program areas.

Asst CM Reynolds then went over performance specifics for the following programs, with both C-STAT and Clear Point measures included: Economic Security & Eligibility, Child Support Services, Adult Protective Services, and Child Welfare. For Gunnison County, strategic result measures were also covered.

After the report, the Commissioners thanked Asst CM Reynolds for the streamlined report which made it very easy to understand the data. They also thanked her for working so well through all the issues that she and her department staff had been through in the last couple of years.

NEXT MEETING: April 19, 2022. The Board confirmed April 19, 2022 as the next meeting date for the Board of Human Services.

ADJOURN: Acting Chair Mason adjourned the Gunnison/Hinsdale Board of Human Services meeting at 11:32 am.

Minutes Prepared By:

Melanie Bollig, Clerk to the Board

Minutes Approved April 19, 2022:

Jonathan Houck, Chairperson

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Board of Human Services, Financial Update

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Gunnison/Hinsdale DHS Financial Report for the period ending December 31, 2021

Fiscal Impact:

Submitted by: Kelly Weak

Submitter's Email Address: kweak@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 4/15/2022

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 4/15/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 4/19/2022

Gunnison/Hinsdale DHS Financial Report
for the Period Ending
December 31, 2021

Expense	YTD Expense <i>Gunnison</i>	YTD Expense <i>Hinsdale</i>	<i>Total</i>	Estimate of Gunnison County Only \$\$
155 HB 1451	90,687.69	-	90,687.69	-
340 Colorado Works (TANF)	252,703.21	15,131.76	267,834.97	50,540.64
340 Child Care	211,394.45	36,303.05	247,697.50	42,278.89
350 County Admin	475,332.11	1,068.77	476,400.88	95,066.42
350 Adult Protective Services	93,509.33	-	93,509.33	18,701.87
350 Long Term Care Medicaid Outreach Project	3,177.03	-	3,177.03	-
360 Child Welfare	739,326.54	44,982.01	784,308.55	147,865.31
360 Core Services	146,418.19	21,392.38	167,810.57	29,283.64
365 Child Support Enforcement	115,310.45	1,488.45	116,798.90	39,205.55
380 LEAP	157,811.39	13,322.15	171,133.54	-
380 Aid to Needy Disabled	14,392.15	-	14,392.15	2,878.43
380 Old Age Pension	76,385.80	2,729.60	79,115.40	-
380 Food Assistance	3,242,616.71	62,179.77	3,304,796.48	-
380 Grants	71,184.27	-	71,184.27	-
	<u>5,690,249.32</u>	<u>198,597.94</u>	<u>5,888,847.26</u>	<u>425,820.75</u>

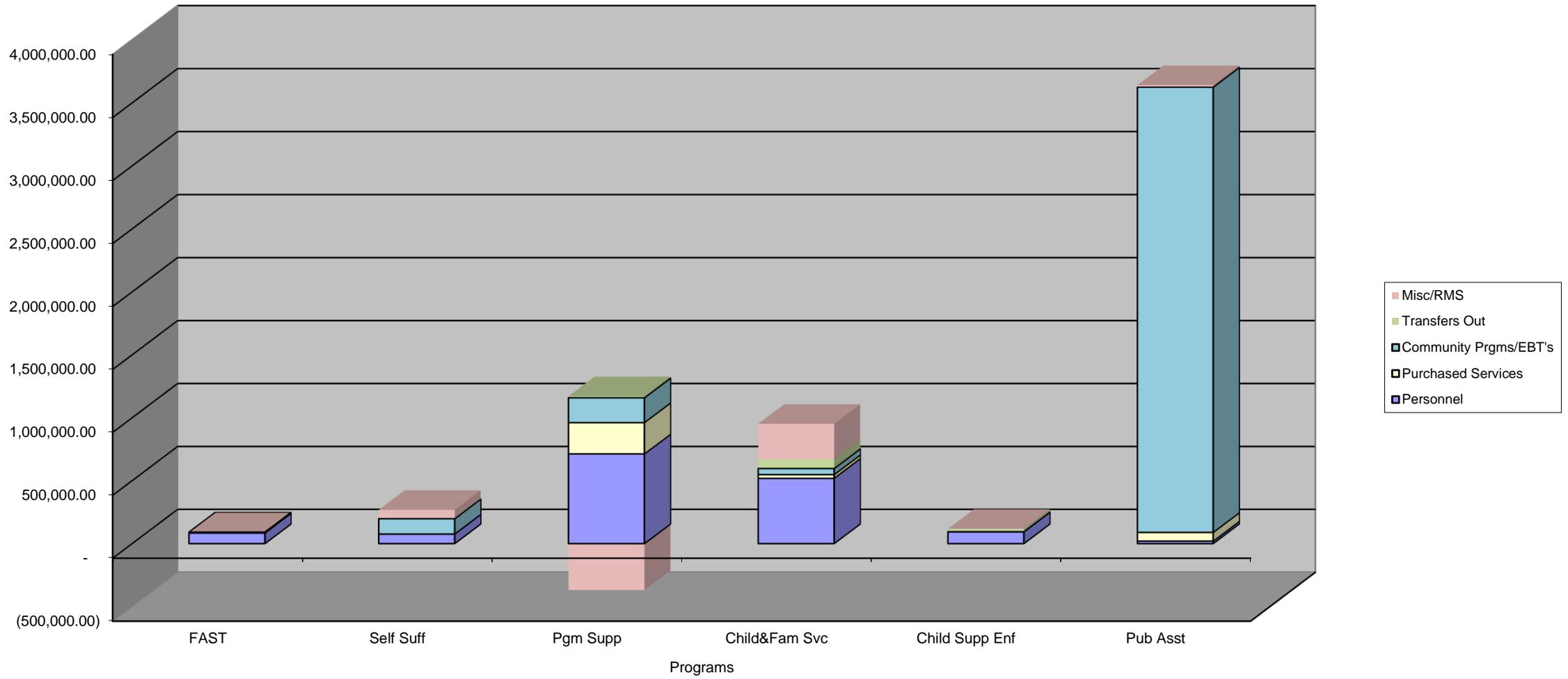
Signatures

Director, Gunnison/Hinsdale DHS

Chair, Gunnison/Hinsdale Board Human Services

Gunnison/Hinsdale DHS Financial Report for the Period Ending December 31, 2021		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	Grand		
		155-0	340-1	340-6	340-1	340-6	350-2	350-2	350-2	350-7	360-1	360-6	360-2	360-7	365-1	365-6	380-1	380-6	380-21	380-71	380-22	380-72	380-32	380-82	380-00	Totals	Totals	Totals		
<i>Expense</i>		HB 1451	CO Works	CO Works	Child Care	Child Care	City Admin	APS	Lona-Term Care	City Admin	Child Welfare	Child Welfare	Core Svcs	Core Svcs	Child Supp Enrl	Child Supp Enrl	LEAP	LEAP	AND	AND	OAP	OAP	Food Assist	Food Assist	Public Assist					
5110	SALARIES-DEPT HEAD/SUPERVISOR						135,580.20																			135,580.20		135,580.20		
5111	SALARIES-FULL TIME	61,912.78	48,407.80	12,101.95	9,679.90	6,352.54	384,377.60	17,313.22			257,775.83	35,417.63	110,985.63	16,511.14	68,551.92	610.92	8,538.71								877.59	968,420.98	70,994.18	1,039,415.16		
5112	SALARIES-PART TIME	9,364.31			9,640.82	326.72	1,855.28	23,732.10	2,900.85		380.16				1,138.09		849.12									5,913.75	55,774.48	326.72	56,101.20	
5210	PAYROLL TAX-FICA	5,342.61	3,522.13	880.60	1,342.30	415.47	38,445.98	2,934.37	221.91		18,201.25	2,509.51	7,819.54	1,130.83	4,634.83	40.70	645.37									514.70	83,624.99	4,977.11	88,602.10	
5220	HEALTH INSURANCE	4,809.20	5,882.82	1,470.85	2,066.63	1,330.68	42,441.78	4,263.24			2,777.60	12,956.50	2,735.07	14,014.61	122.06	1,582.38										112.37	112,422.95	8,436.26	120,859.21	
5230	RETIREMENT	2,314.64	2,420.39	605.12	538.00	323.75	22,298.22	1,567.34	14.19		11,901.47	1,770.92	4,962.93	669.41	3,097.94	27.67	256.72										48.36	49,438.20	3,396.87	52,817.07
5240	UNEMPLOYMENT INSURANCE	106.90	72.62	18.15	28.96	10.01	782.73	61.56	4.35		387.31	53.08	166.48	24.74	104.53	0.96	14.08										10.20	1,739.72	106.94	1,846.66
5250	WORKERS' COMPENSATION INSURANCE	114.20	55.05	13.71	56.26	9.26	756.19	449.23	16.46		3,124.12	215.67	1,484.09	314.91	112.08	0.81	14.83										38.32	6,220.83	554.36	6,775.19
5260	EMPLOYER ASSISTANCE PREMIUM	62.10	25.34	6.30	21.23	3.37	219.23	33.52	4.37		95.92																9.99	552.40	27.20	579.60
6110	OFFICE SUPPLIES						4,345.50																				4,379.39	-	4,379.39	
6120	OPERATING SUPPLIES																										162.51	-	162.51	
6170	POSTAGE						1,159.50																				1,230.33	-	1,230.33	
6180	PHOTOCOPI	266.16					62.02																				328.18	-	328.18	
6610	EQUIP & FURN UNDER \$4000						12,254.30																				12,254.30	-	12,254.30	
6611	COMPUTER EQUIP UNDER \$1000						219.00																				219.00	-	219.00	
6630	EDUCATION/PROMOTION								14.90		135.08																149.98	-	149.98	
7020	TELEPHONE SERVICE						11,282.74				3,112.56																14,395.30	-	14,395.30	
7022	CELL PHONE	455.00					1,560.00	905.00			3,520.00						85.62										6,525.62	-	6,525.62	
7030	INTERNET						2,000.04																				2,000.04	-	2,000.04	
7220	REPAIRS & MAINT-EQUIPMENT						162.00																				162.00	-	162.00	
7245	MAINTENANCE CONTRACTS						3,521.45																				3,521.45	-	3,521.45	
7310	TRAVEL - TRANSPORTATION	35.84					25.54				1,511.13																1,572.51	-	1,572.51	
7311	TRAVEL - MOTOR POOL										1,187.76				103.60												1,291.36	-	1,291.36	
7312	TRAVEL - MEALS										126.64				44.08													170.72	-	170.72
7313	TRAVEL - LODGING										254.05				311.80												565.85	-	565.85	
7324	CONTRACTED SERVICES										7,732.00																7,732.00	-	7,732.00	
7329	PROFESSIONAL SERVICES	1,275.00				19,927.83	10,059.10	7,699.29			6,515.90				464.94										63,658.99	89,673.22	19,927.83	109,601.05		
7330	MEETINGS - SUPPLIES						364.59																				364.59	-	364.59	
7331	MEETINGS - MEALS	63.32					1,023.61				1,727.96																2,814.89	-	2,814.89	
7332	MEETINGS - REGISTRATIONS						163.58				100.00				50.00												313.58	-	313.58	
7341	RENTAL - BUILDINGS & LAND						149,358.00																				149,358.00	-	149,358.00	
7352	DISPATCH FEES						840.00																				840.00	-	840.00	
7354	ADMINISTRATION FEES		79.47		16.27		4,753.55			813.36					905.90	23.60											5,755.19	836.96	6,592.15	
7410	ADVERTISING & LEGAL NOTICES	98.76					2,408.95																				8,031.08	-	8,031.08	
7430	DUES & MEMBERSHIPS						2,492.60			624.00																	624.00	-	624.00	
7440	SCHOOLS & TRAINING										2,500.00																2,500.00	-	2,500.00	
7460	AUDITING						8,015.19																				8,015.19	-	8,015.19	
7470	INSURANCE & BONDS						2,484.52																				2,484.52	-	2,484.52	
7490	MAPPING SERVICES						264.96																				264.96	-	264.96	
7491	COMPUTER SERVICE FEES	3,999.96					15,000.00																				18,999.96	-	18,999.96	
7492	EQUIPMENT USAGE						2,949.96																				2,949.96	-	2,949.96	
7502	ELECTRONIC BENEFITS TRANSFERS		121,790.02		160,620.16	8,351.76	28,367.52				40,272.65		8,005.00				140,294.91	13,322.15	14,392.15			60,163.34	2,723.30	3,242,616.71	62,179.77	3,816,522.46	86,576.98	3,903,099.44		
7801	TRANSFER TO GENERAL FUND						7,664.80	4,852.40			72,583.62	1,185.41			21,739.73	661.49											106,840.55	1,846.90	108,687.45	
9012	RMS EXPENSE		70,447.57	35.08	27,383.92	(748.34)	(424,228.12)	29,698.06		(368.59)	280,510.48	1,041.18										16,222.46	6.30			34.37	(34.37)	(0.00)		
9044	FLEX FOR FAMILIES	466.91									1,110.00																1,576.91	-	1,576.91	
	Totals	90,687.69	252,703.21	15,131.76	211,394.45	36,303.05	475,332.11	93,509.33	3,177.03	1,068.77	739,326.54	44,982.01	146,418.19	21,392.38	115,310.45	1,488.45	157,811.39	13,322.15	14,392.15	-	76,385.80	2,729.60	3,242,616.71	62,179.77	71,184.27	5,690,249.32	198,597.94	5,888,847.26		
	2021 YTD Actual	90,687.69	252,703.21	15,131.76	211,394.45	36,303.05	475,332.11	93,509.33	3,177.03	1,068.77	739,326.54	44,982.01	146,418.19	21,392.38	115,310.45	1,488.45	157,811.39	13,322.15	14,392.15	-	76,385.80	2,729.60	3,242,616.71	62,179.77	71,184.27	5,690,249.32	198,597.94	5,888,847.26		
	2021 Budget	113,455.00	279,191.00	24,703.00	288,015.00	42,770.00	593,952.00	98,010.00	13,766.00	1,114.00	891,459.00	53,932.00	194,581.00	33,433.00	122,703.00	1,370.00	234,194.00	15,000.00	15,000.00	1,000.00	120,000.00	10,068.00	4,057,410.00							

DHS Expenses
Period Ending
12/31/2021



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Board of Health; Vital Records 2021 Data Review

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is for the Board of Health's Vital Records Review on 4/19

Fiscal Impact:

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbollig

Discharge Date: 4/15/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 4/19/2022

Gunnison Suicide Data review

- 2010 through 2015
 - 1-5 suicide deaths/year
 - Total 16 suicide deaths over 6 years
 - All age groups included 14 years – 65+
- 2016-2018
 - Average 9 suicide deaths/year
 - Total 27 suicide deaths over 3 years
 - Age groups included 20 – 85 years
 - Split between genders
- 2019
 - 6 suicide deaths
 - Age groups included 19 – 70 years
 - >75% of all suicides 2010-2019 were male
- 2020
 - 5 suicide deaths
 - Age groups included 20 – 40 years
 - Split between genders
- 2021
 - 2 suicide deaths
 - Age groups included 20-30 years
 - 100% of suicides were male

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Board of Health; Covid Update

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Covid Update presentation to go with the scheduled Board of Health meeting on 4/19

Fiscal Impact:

Submitted by: M. Bollig for Joni Reynolds

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/15/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 4/19/2022

COVID Update

April 19, 2022

Joni Reynolds, RN/CNS, MSN
Gunnison County

Statewide update:

Hospitalization are continuing to decrease but more slowly.

Current hospitalizations ~ 80 (from peak of >1,500)

Overall, cases and percent positivity in Colorado are plateaued to slightly increasing.

Some states in the Northeast U.S. where BA.2 is circulating at higher proportions are seeing increases in case rates.

Gunnison County update:

Hospitalizations are at very low level <1 hospitalization/week average

Testing continues with State contract with COVID Check Colorado (CCC)

Testing location @ GVH

Cases have remained at low level ~2-5/cases per week

No outbreaks/cluster of cases

Newly
Reported
Cases

20,000

15,000

10,000

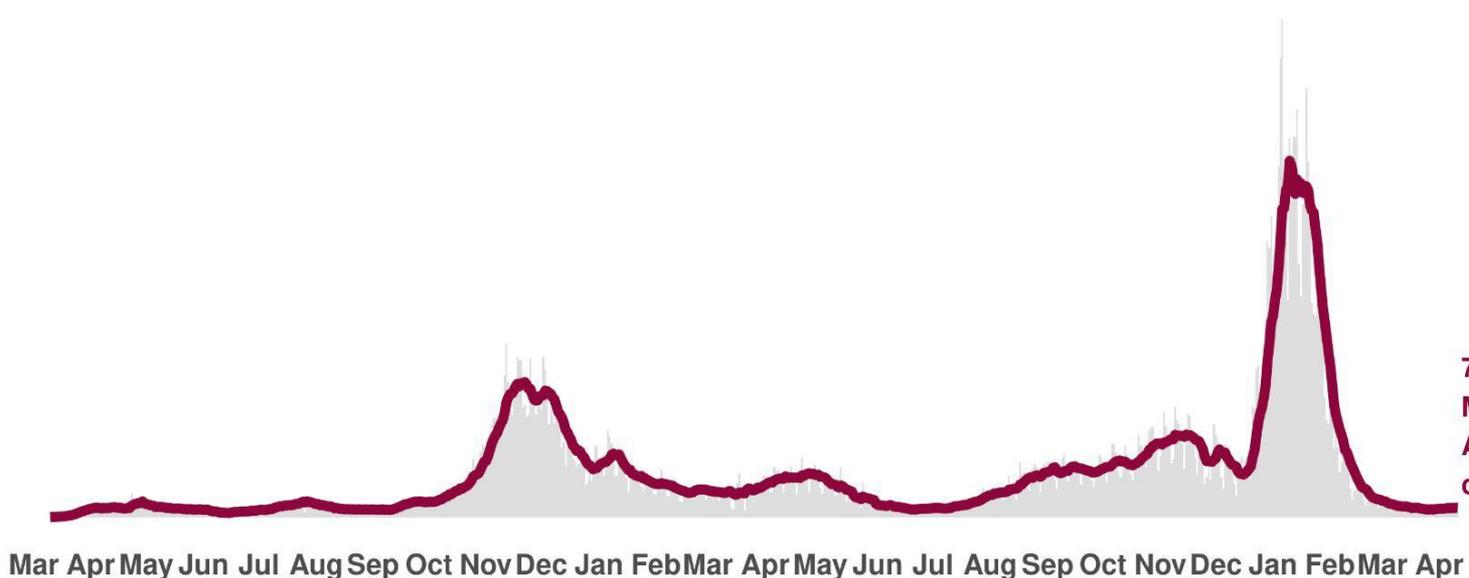
5,000

0

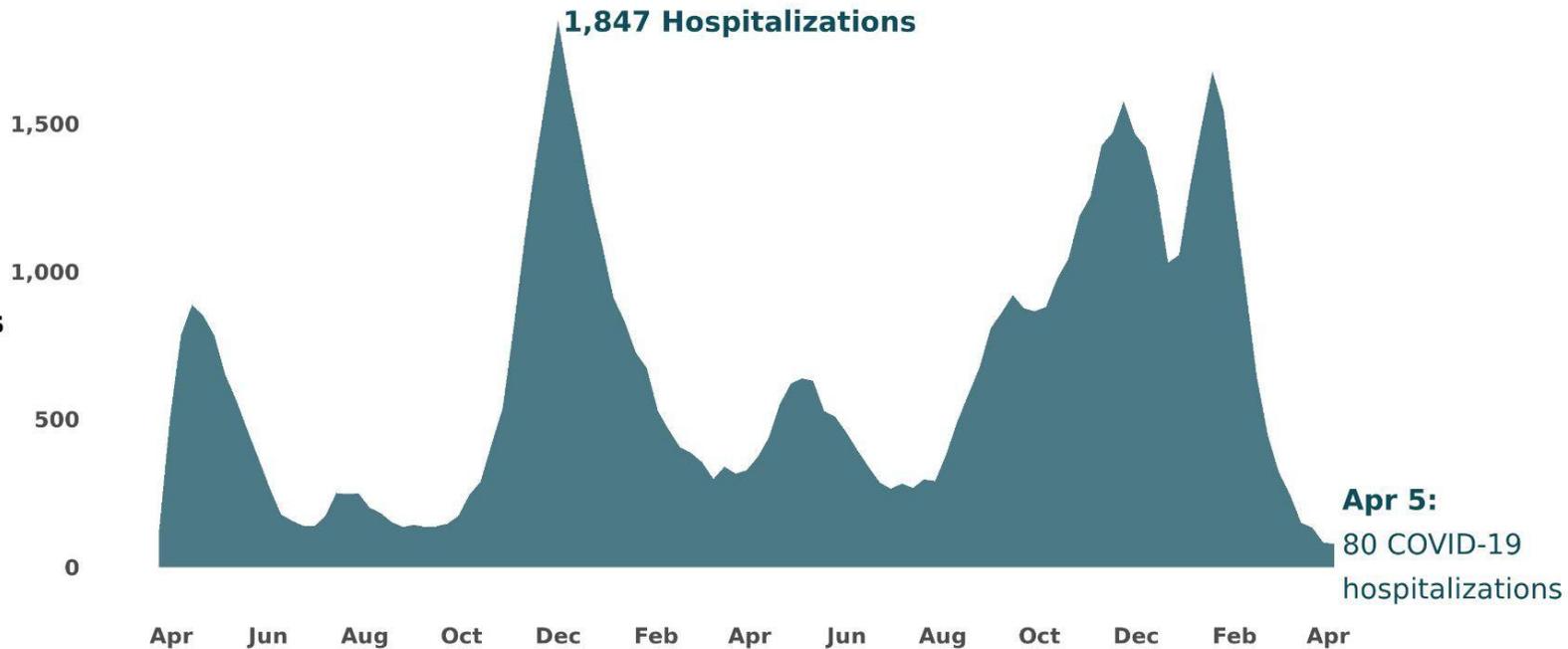
Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr

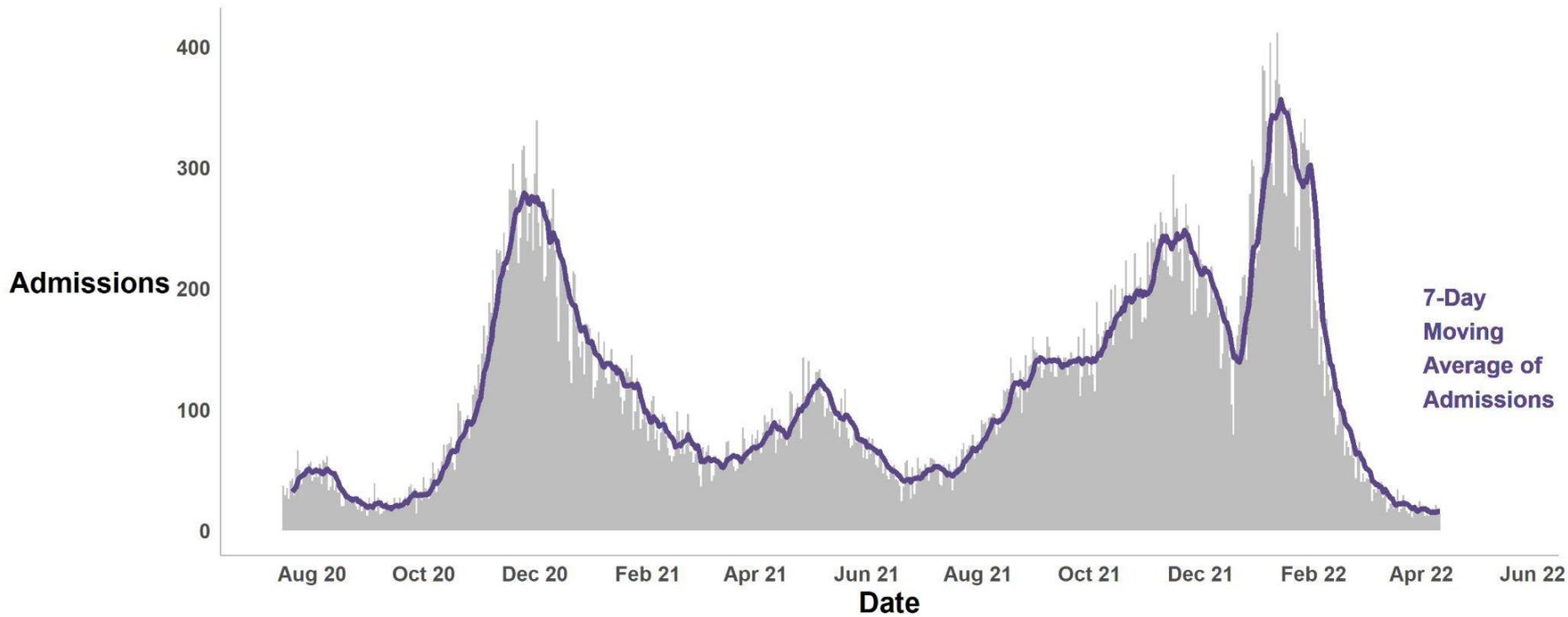
7-Day
Moving
Average
of Cases

Updated Apr 12, 2022



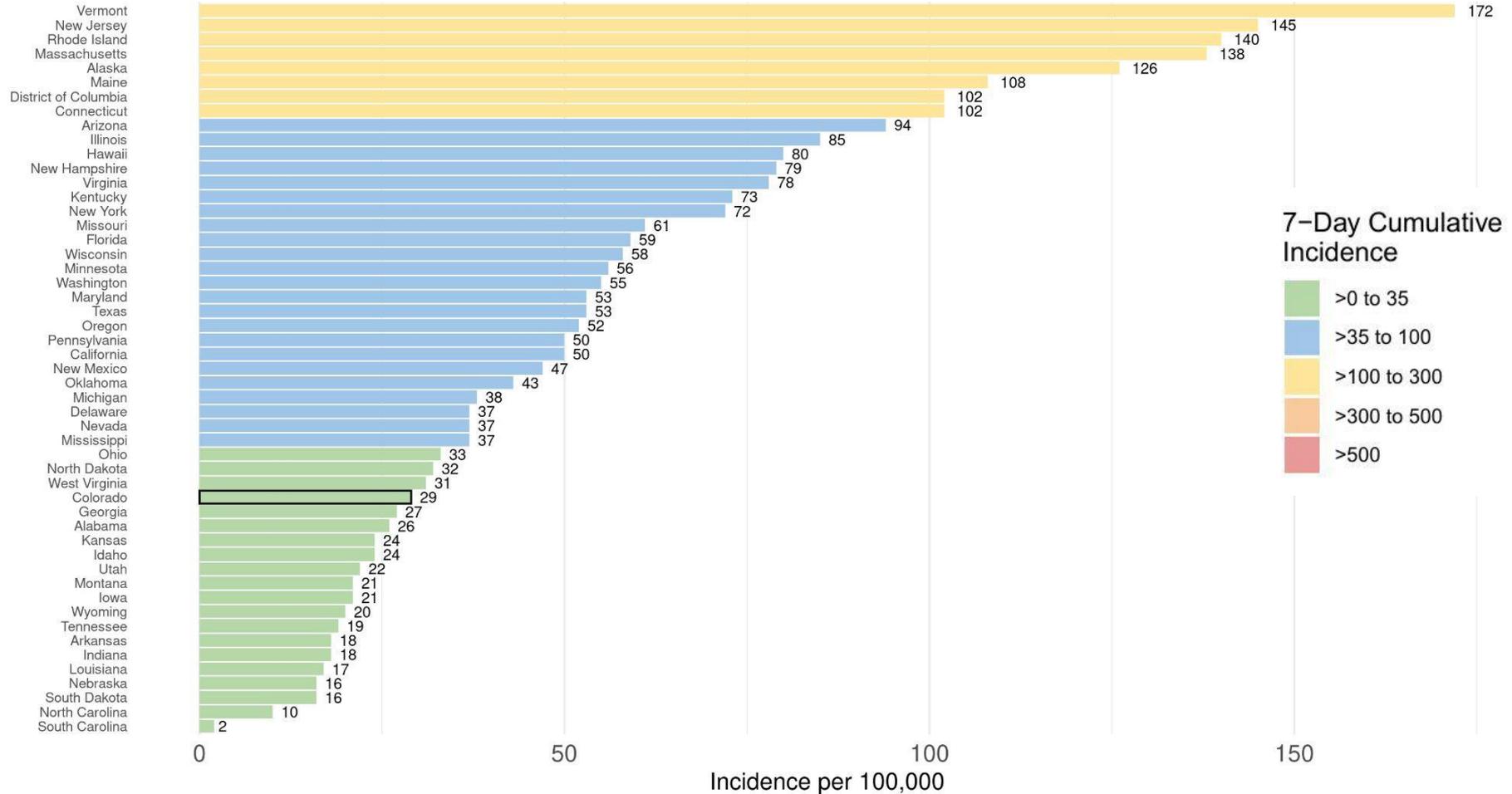
of Hospitalizations





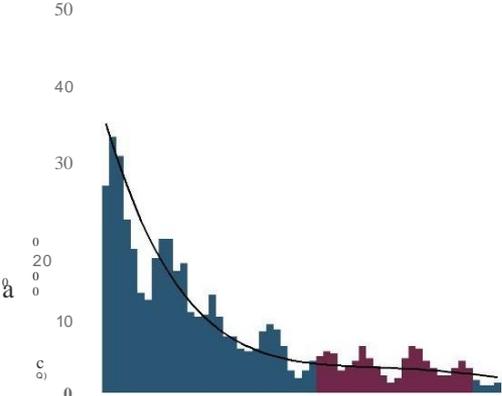
Comparison of US States

7-Day Incidence per 100,000 (CDC, updated Apr 12, 2022)

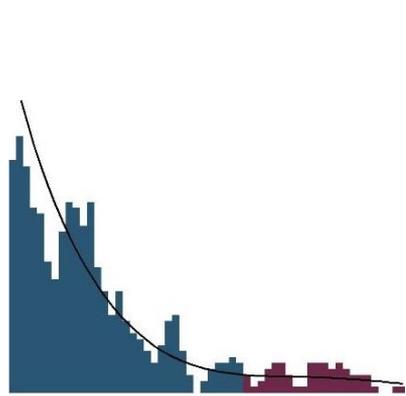


Regional Epidemic Curves (Updated Apr 12, 2022)

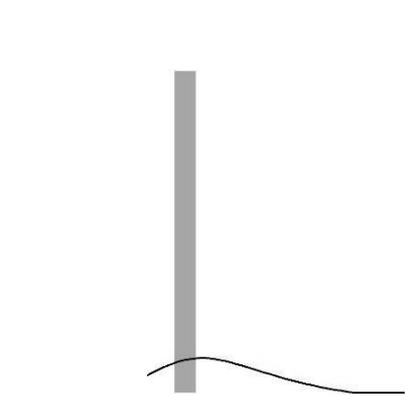
West



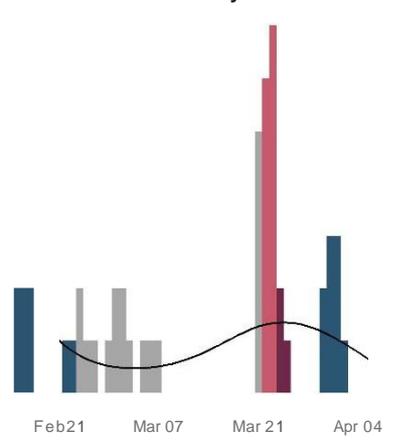
Montrose



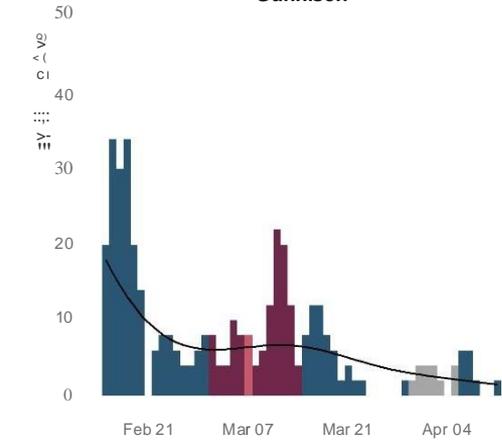
Hinsdale



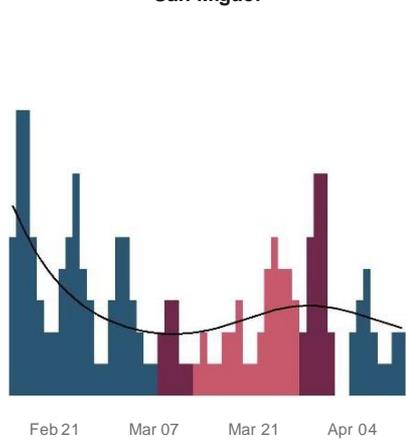
Ouray



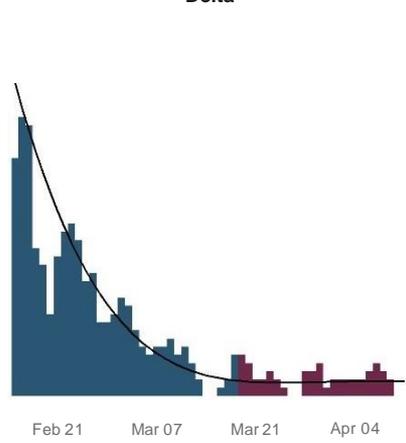
Gunnison



San Miguel



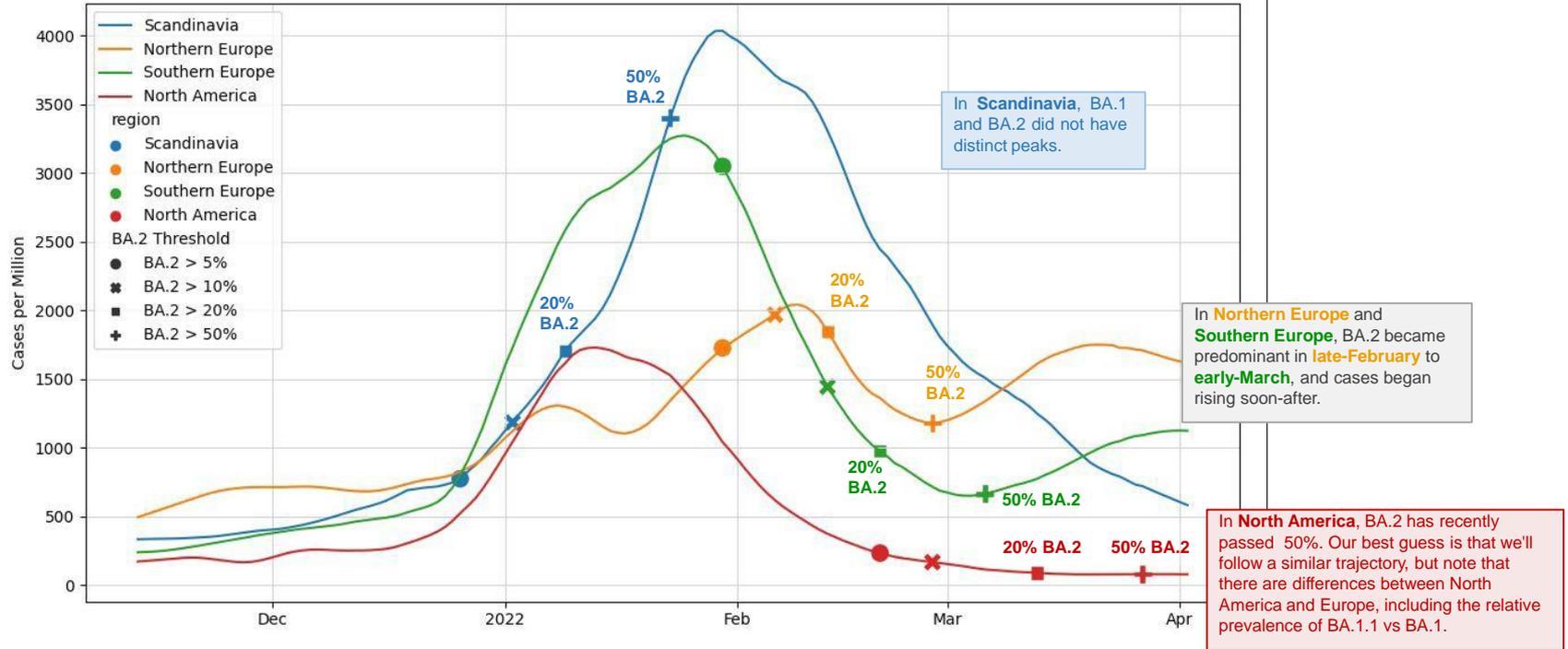
Delta



- Low incidence growth
- Elevated incidence growth
- Elevated incidence plateau
- Sustained decline
- Low incidence plateau
- 1-5 cases in the past 2 weeks

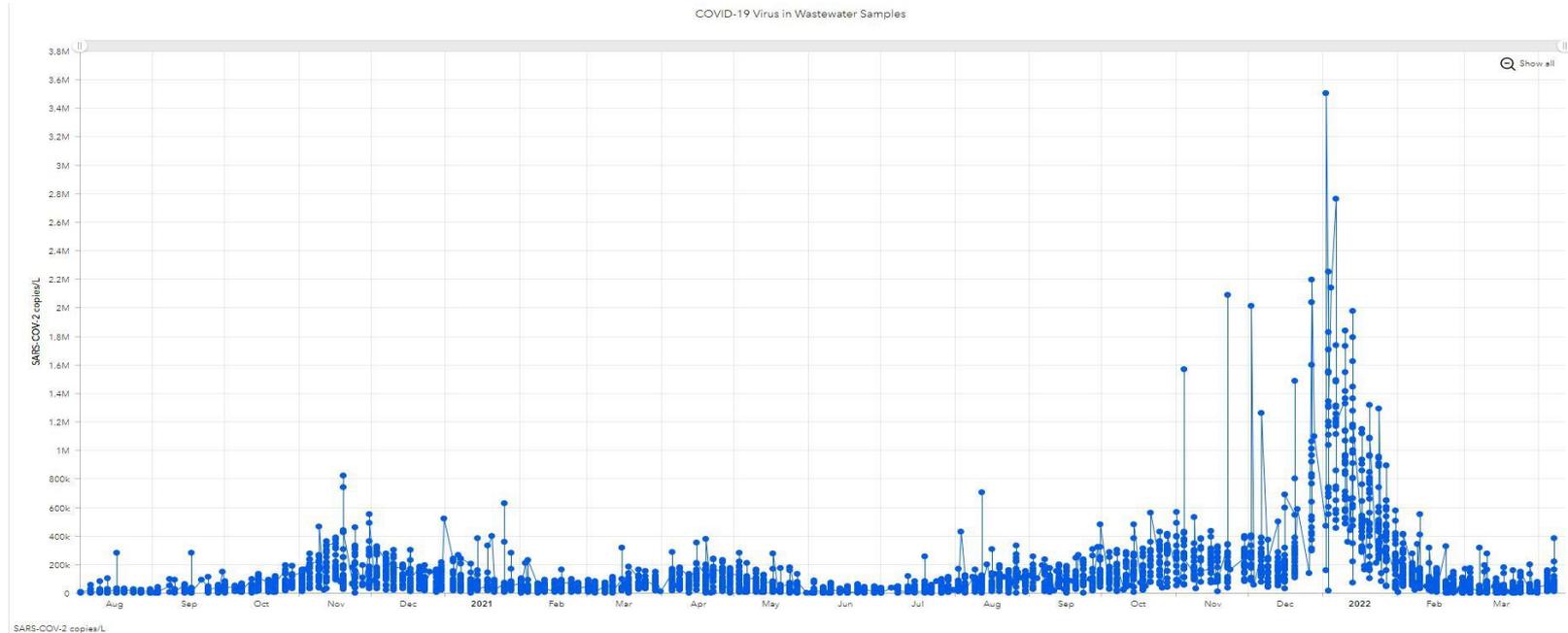
Date

BA.2 U.S. and international trends



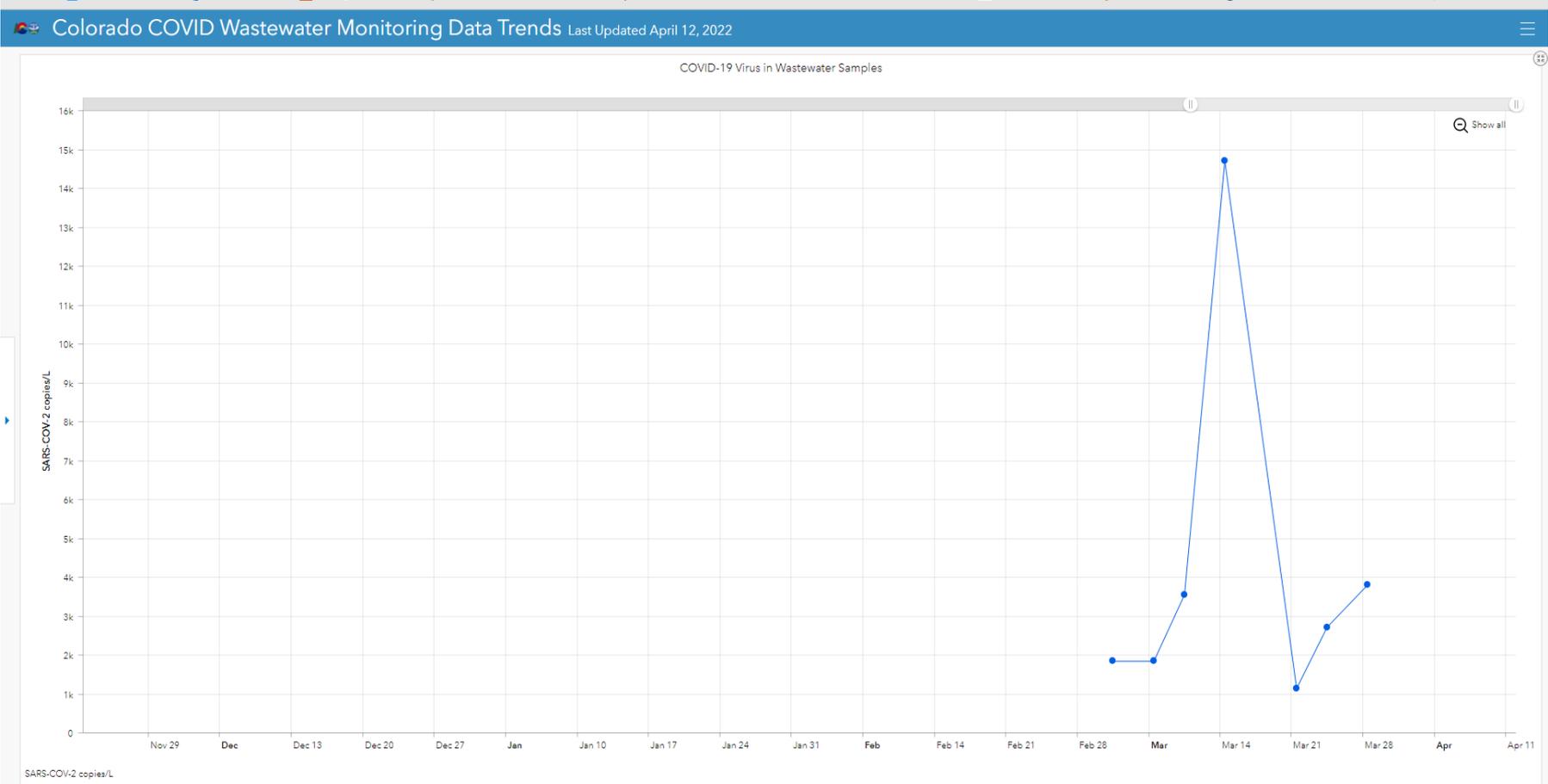
Update on BA.2 - Statewide

CDC Nowcast modeling estimates 86% in the U.S. and 76% in region 8 for the week of 4/3-4/9. CDPHE data shows 76% for the week of 3/27-4/2. Wastewater – BA.2 detected in most participating wastewater systems on March 31.



<https://covid19.colorado.gov/covid-19-monitoring-in-wastewater>

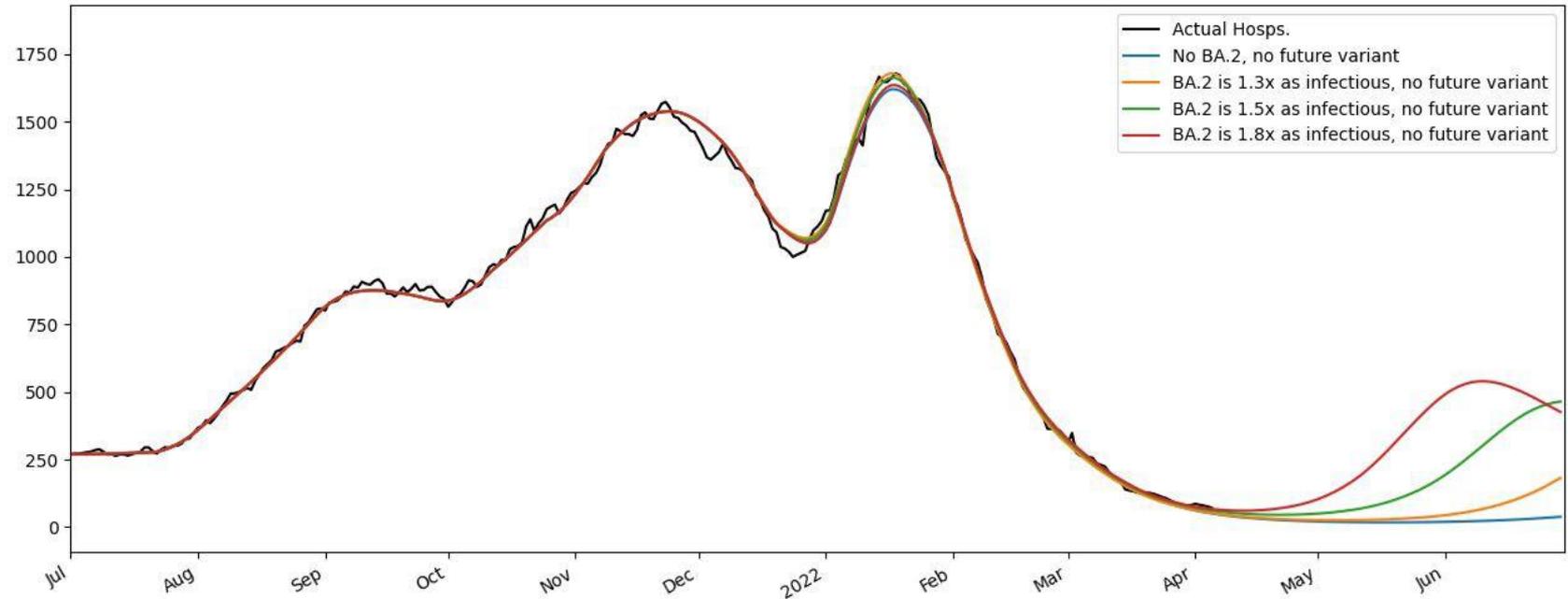
Update on BA.2 – Gunnison County

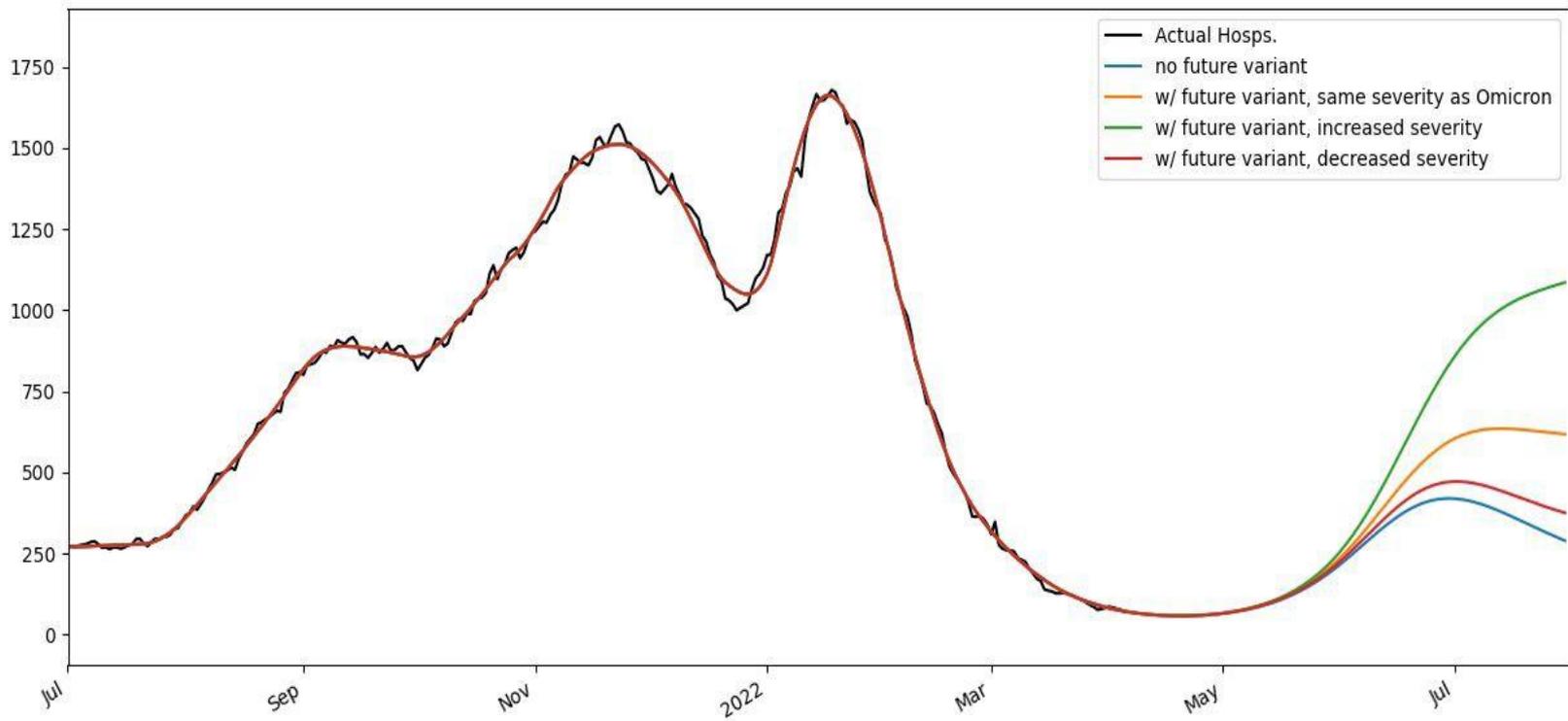


Projected hospitalizations for the next 12 weeks

BA.2 infectious

No future variant emerges in the next 12 weeks





Questions?

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Board of Health; Programmatic Updates

Action Requested: Discussion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

This is scheduled to go on the Board of Health agenda for 4/19.

Fiscal Impact:

Submitted by: M. Bollig for Joni Reynolds

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 4/15/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 4/19/2022

Programmatic Updates

December 19th 2021

Adult Protective Services

- 68 Referrals YTD
- 2 .5FTE caseworkers
- 21 Cases YTD
- RED Teams
- Case life span
- Differential Response Pilots
- ARD Reviews
- Elder Justice Funds

Gaps/Needs

- Guardians
- Placement (900?)
- Intensive In home services
- Behavioral Health services in the home

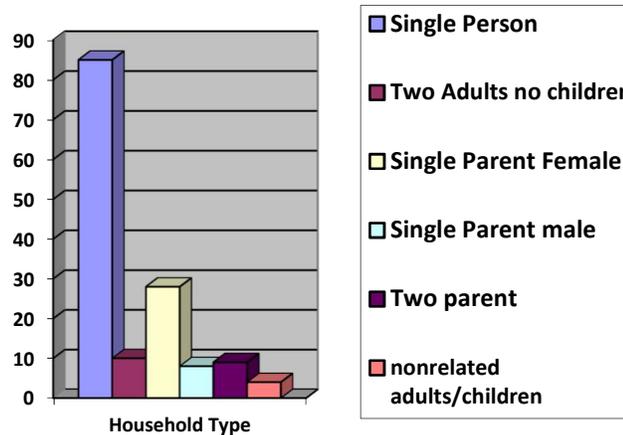
Older Adult, Disability and Navigation Services

- Funding: Region 10, Next50, HCPF, CDHS
- 5 full and part time staffing
- Over 6000 contacts/yr
- Information, Assistance and Referrals, Options Counseling, care coordination
- Court Visitor Reports
- Contact Tracking

Community Service Block Grant/Rocky Mountain Health

- Basic Needs Assistance
- YTD \$77448
- Process

Household Type



Total
Households
Received
Assistance
YTD

144

Consumer Protection

- 183 Active licenses
- Restaurant and Bars-140
- Routine inspections YRD-138
- Violations YTD-629
- 42% Inspections result in re-inspection
- Top Violation: Food contact surfaces, cleaned and sanitized