

**GUNNISON COUNTY BOARD OF COMMISSIONERS**  
**REGULAR MEETING AGENDA**

**DATE:** Tuesday, October 21, 2025

**Page 1 of 2**

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

**GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:**

8:30 am

- Call to Order
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
  1. Alcohol Beverage License #13-37843-0000; ND Enterprises LLC dba Crested Butte Country Club; 1/14/2026 to 1/14/2027
  2. Alcohol Beverage License #03-14906; Almont FBF Holdings LLC dba Almont Resort; 9/29/2025 to 9/29/2026
  3. Alcohol Beverage License #05-07972-0000; Gunnison Golf Club Inc dba Dos Rios Golf & Country Club; 12/31/2025 to 12/31/2026
- Adjourn

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:**

8:30 am

- Call to Order; Agenda Review
- Minutes Approval
  1. October 7, 2025 Regular Meeting
  2. October 14, 2025 Special Meeting
- Scheduling
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
  1. Service Proposal Q-312246-1; Athena Health; Health and Human Services
  2. Notice of Award; Grant No. L22AC00635-04; U.S. Department of Interior; Public Works; 9/23/2022 to 9/22/2027; \$30,000
  3. Request for Applications 49960377; Elevating Prevention in Colorado (EPIC); Juvenile Services; 7/1/2026 to 6/30/2026; \$409,190.19
  4. Intergovernmental Agreement for Fiscal year 2024 Safe Streets and Roads for All Grant; Town of Crested Butte; Public Works
  5. Memorandum of Understanding; Firehouse Replacement Project; City of Gunnison; 10/21/2025 to 10/20/2028
  6. Provider Agreement; RE1J School District; Juvenile Services; 9/8/2025 to 6/30/2026; \$69,000
  7. Professional Services Agreement; Vector Airport Systems LLC; Gunnison-Crested Butte Regional Airport; 12/1/2025 to 11/30/2028; 19% of fees collected
  8. Resolution; Adopting Landing Fees for General Aviation Aircraft at the Gunnison-Crested Butte Regional Airport
  9. Amendment to Grooming Permit for County Road 12; Gunnison County Sno Trackers Snowmobile Club Inc; Public Works; 10/21/2025 to 5/31/2026

8:35 am

- County Manager's 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, October 21, 2025

**Page 2 of 2**

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

8:40 am

- Funding Request; Gunnison Valley Regional Transportation Authority (RTA); Brush Creek Roundabout Funding
- Vouchers and Transfers
- Treasurer's Report
- **Unscheduled Public Comment:** Limit to 5 minutes per item. No formal action can be taken at this meeting.
- **Commissioner Items:** Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Adjourn

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:**

9:15 am

- (See separate agenda)
- BREAK

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:**

9:50 am

- Public Works Budget Discussion
- Gunnison County Housing Authority Budget Discussion
- Sheriff's Office Budget Discussion
- Adjourn

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

**ZOOM MEETING DETAILS:**

Join Zoom Meeting: <https://gunnisoncounty-org.zoom.us/j/89798905619>

One tap mobile

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

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

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Alcohol Beverage License #13-37843-0000; ND Enterp

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Kathy Simillion, County Clerk

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

N D Enterprises LLC DBA Crested Butte Country Club

**Fiscal Impact:**

**Submitted by:** Kathy Simillion, County Clerk

**Submitter's Email Address:** ksimillion@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 10/7/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 10/7/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/10/2025

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 0

Agenda Date: 10/21/2025

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**GUNNISON COUNTY**

**THIS LICENSE MUST BE POSTED IN PUBLIC VIEW**

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

**LICENSE TYPE**

**ALCOHOL BEVERAGE LICENSE #13-37843-000**  
to sell/serve malt, vinous, spirituous liquor for (on the)-premises  
consumption in the County of Gunnison, Colorado.

**N D ENTERPRISES LLC  
DBA CRESTED BUTTE COUNTRY CLUB  
385 COUNTRY CLUB DRIVE  
CRESTED BUTTE, COLORADO 81224**

Fee \$100.00

Effective Dates: 01.14.2026 - 01.14.2027

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

*Kathy Simillion* 10-6-2025  
\_\_\_\_\_  
Gunnison County Clerk                      Date                      Board of County Commissioners                      Date  
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION**

1707 Cole Blvd, Suite 300  
Lakewood, CO 80401

**N D ENTERPRISES LLC  
dba CRESTED BUTTE COUNTRY CLUB  
385 COUNTRY CLUB DRIVE  
Crested Butte CO 81224**

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>13-37843-0000</b>	License Expires at Midnight <b>January 14, 2027</b>
License Type <b>HOTEL &amp; RESTAURANT / OPTIONAL (COUNTY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

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

In testimony whereof, I have hereunto set my hand. 10/3/2025 KWL

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Heidi Humphreys*

Heidi Humphreys, Executive Director

44808

DR 8400 (02/16/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

Submit to Local Licensing Authority

LIQUOR LICENSING  
SEP 30 2025

CRESTED BUTTE  
COUNTRY CLUB  
PO BOX 879  
Crested Butte CO 81224-  
0879

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	750 00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X <u>1</u>	\$ 100
Related Facility - Campus Liquor Complex \$160 00 per facility	\$
<b>Amount Due/Paid</b>	<b>\$ 850.00</b>

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

### Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

Paid by check  
 Paid Online

Uploaded to MoveIt on Date

Licensee Name

N D ENTERPRISES LLC

Doing Business As Name (DBA)

CRESTED BUTTE COUNTRY CLUB

Liquor License Number

13-37843-0000

License Type

Hotel & Restaurant / Optional (county)

Sales Tax License Number

13378430000

Expiration Date

01/14/2026

Due Date

11/30/2025

#### Business Address

Street Address

385 COUNTRY CLUB DRIVE

Phone Number

~~0703496127~~  
970-349-8601

City, State, ZIP Code

Crested Butte CO 81224

#### Mailing Address

Street Address

PO BOX 879

City, State, ZIP Code

Crested Butte CO 81224-0879

Email

ben@clubatcrestedbutte.com

Operating Manager

Ben Breslauer

Date of Birth

05/02/1982

**Home Address**

Street Address		Phone Number
137 Alpine Court		860-309-2607
City	State	ZIP Code
Crested Butte	CO	81224

1. Do you have legal possession of the premises at the street address?.....  Yes  No

Are the premises owned or rented?  Owned

\*If rented, expiration date of lease

Rented\*

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?.....  Yes  No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?.....  Yes  No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional \$11.00 is required to renew the permit.

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

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

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

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?.....  Yes  No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

**Affirmation & Consent**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Ben Breslauer

Title

VP of Operations

Signature

*[Handwritten Signature]*

Date (MM/DD/YY)

9/24/2025

**Report & Approval of City or County Licensing Authority**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Gunnison County

Title

Gunnison County Clerk

Attest

*[Handwritten Signature]*

Signature

*[Handwritten Signature]*

Date (MM/DD/YY)

10-2-2025

Name (Individual/Business)

~~Ben Breslauer~~<sup>08</sup> ND Enterprises LLC

Social Security Number/Tax Identification Number

84-1357496

Home Phone Number

860-309-2607

Business/Work Phone Number

970-349-8611

Street Address

385 Country Club Dr.

City

Crested Butte

State

CO

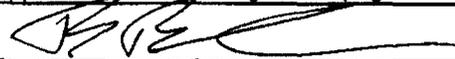
ZIP Code

81224

Printed name of person signing on behalf of the Applicant/Licensee

Ben Breslauer

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)



Date Signed

9/24/2025

**Privacy Act Statement**

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

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Alcohol Beverage License #03-14906; Almont FBF Hol

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Kathy Simillion, County Clerk

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Gunnison Gold Club Inc.  
Almont FBF Holding LLC

**Fiscal Impact:**

**Submitted by:** Kathy Simillion, County Clerk

**Submitter's Email Address:** ksimillion@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:  
Legally sufficient. SO 10/13/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 10/13/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/14/2025

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 0

Agenda Date: 10/21/2025

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**GUNNISON COUNTY**

**THIS LICENSE MUST BE POSTED IN PUBLIC VIEW**

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

**LICENSE TYPE**

**ALCOHOL BEVERAGE LICENSE #03-14906  
to sell/serve malt, vinous, spirituous liquor for (on the)-premises  
consumption in the County of Gunnison, Colorado.**

**ALMONT FBF HOLDINGS LLC DBA ALMONT RESORT  
10209 HWY 135  
ALMONT, COLORADO 81210**

Fee \$100.00

Effective Dates: 09.29.2025 – 09.29.2026

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

*Kathy Simillion* 10-9-2025

Gunnison County Clerk

Date

Board of County Commissioners Date

Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

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

**ALMONT RESORT  
10209 HIGHWAY 135  
Almont, CO 81210**

**ALCOHOL BEVERAGE TAKEOUT  
AND/OR DELIVERY PERMIT**

Liquor License/permit Number  
**03-14906**

License Expires at Midnight  
**September 29, 2026**

This permit allows your business to conduct:

- Takeout  
 Delivery

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 7, C.R.S., as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor and Tobacco Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 10/8/2025 AB

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Heidi Humphreys*

Heidi Humphreys, Executive Director

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION**

1707 Cole Blvd, Suite 300

Lakewood, CO 80401

**ALMONT FBF HOLDINGS LLC  
dba ALMONT RESORT  
10209 HIGHWAY 135  
Almont CO 81210**

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>03-14906</b>	License Expires at Midnight <b>September 29, 2026</b>
License Type <b>HOTEL &amp; RESTAURANT (COUNTY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

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

In testimony whereof, I have hereunto set my hand. 10/8/2025 AB

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Heidi Humphreys*

Heidi Humphreys, Executive Director

DR 8400 (02/16/24)  
**COLORADO DEPARTMENT OF REVENUE**  
 Liquor Enforcement Division  
 PO BOX 17087  
 Denver CO 80217-0087  
 (303) 205-2300

**Submit to Local Licensing Authority**

**ALMONT RESORT**  
**10209 HIGHWAY 135**  
**Almont CO 81210**

**received**  
 10-2-25 kg

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	750.00
Storage Permit <del>-\$100 X</del> <b>Take out</b>	\$ 11.00
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
<b>Amount Due/Paid</b>	<b>\$761.00</b>

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

### Retail Liquor License Renewal Application

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

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

- Paid by check  
 Paid Online

Uploaded to Movelt on Date

Licensee Name

ALMONT FBF HOLDINGS LLC

Doing Business As Name (DBA)

ALMONT RESORT

Liquor License Number

03-14906

License Type

Hotel & Restaurant (county)

Sales Tax License Number

94809121

Expiration Date

09/29/2025

Due Date

08/15/2025

#### Business Address

Street Address

10209 HIGHWAY 135

Phone Number

9706414009

City, State, ZIP Code

Almont CO 81210

#### Mailing Address

Street Address

10209 HIGHWAY 135

City, State, ZIP Code

Almont CO 81210

Email

**DANESCELLAVEFB.COM**

Operating Manager

**DANE GOWE**

Date of Birth

**62102190**

**Home Address**

Street Address

Phone Number

10310 Hwy 135

719-281-7172

City

State

ZIP Code

Almont

CO

81210

1. Do you have legal possession of the premises at the street address?.....  Yes  No

Are the premises owned or rented?  Owned

\*If rented, expiration date of lease

Rented\*

[Empty box for expiration date]

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?.....  Yes  No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?.....  Yes  No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional \$11.00 is required to renew the permit.

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

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

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

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?.....  Yes  No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

**Affirmation & Consent**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

DAWE GOMEZ

Title

DIRECTOR OF BUSINESS DEVELOPMENT

Signature

[Handwritten Signature]

Date (MM/DD/YY)

12/12/25

**Report & Approval of City or County Licensing Authority**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Gunnison County

Title

Gunnison County Clerk

Signature

[Handwritten Signature]

Attest

[Handwritten Signature]

Date (MM/DD/YY)

10-2-2025

Name (Individual/Business)

ALMONT FBF HOLDINGS LLC

Social Security Number/Tax Identification Number

86-2516811

Home Phone Number

719-281-7172

Business/Work Phone Number

Street Address

10209 HLT 135

City

ALMONT

State ZIP Code

CO

81210

Printed name of person signing on behalf of the Applicant/Licensee

DANE GOMEZ

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed

*Dane Gomez*

10/2/25

**Privacy Act Statement**

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

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Alcohol Beverage License #05-07972-0000; Gunnison

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Kathy Simillion, County Clerk

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Gunnison Gold Club Inc.  
Almont FBF Holding LLC

**Fiscal Impact:**

**Submitted by:** Kathy Simillion, County Clerk

**Submitter's Email Address:** ksimillion@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:  
Legally sufficient. SO 10/13/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 10/13/2025

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/14/2025

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 0

Agenda Date: 10/21/2025



**GUNNISON COUNTY**

**THIS LICENSE MUST BE POSTED IN PUBLIC VIEW**

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

**LICENSE TYPE**

**ALCOHOL BEVERAGE LICENSE 05-07972-0000**

to sell/serve malt, vinous, spirituous liquor for (on the)-premises with optional  
County consumption in the County of Gunnison, Colorado.

**GUNNISON GOLF CLUB INC  
DBA DOS RIOS GOLF & COUNTRY CLUB  
501 CAMINO DEL RIO  
GUNNISON, COLORADO 81230**

Fee \$100.00

Effective Dates: 12.31.2025 - 12.31.2026

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

*Kathy Simillion* 10-9-2025

Gunnison County Clerk  
Kathy Simillion

Date

Board of County Commissioners Date

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION**

1707 Cole Blvd, Suite 300  
Lakewood, CO 80401

**GUNNISON GOLF CLUB, INC  
dba DOS RIOS GOLF & COUNTRY CLUB  
501 CAMINO DEL RIO  
Gunnison CO 81230**

**ALCOHOL BEVERAGE LICENSE**

Liquor License Number <b>05-07972-0000</b>	License Expires at Midnight <b>December 31, 2026</b>
License Type <b>HOTEL &amp; RESTAURANT / OPTIONAL (COUNTY)</b>	
Authorized Beverages <b>MALT, VINOUS AND SPIRITUOUS LIQUOR</b>	

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

In testimony whereof, I have hereunto set my hand. 10/8/2025 AB

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Heidi Humphreys*

Heidi Humphreys, Executive Director

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO  
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION**

1707 Cole Blvd, Suite 300  
Lakewood, CO 80401

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In testimony whereof, I have hereunto set my hand. 10/8/2025 AB

*Michelle Stone-Principato*

Michelle Stone-Principato, Division Director

*Heidi Humphreys*

Heidi Humphreys, Executive Director

DR 8400 (02/16/24)  
 COLORADO DEPARTMENT OF REVENUE  
 Liquor Enforcement Division  
 PO BOX 17087  
 Denver CO 80217-0087  
 (303) 205-2300

**Received**  
 9-24-2023  
 KJ

Submit to Local Licensing Authority

**DOS RIOS GOLF &  
 COUNTRY CLUB**  
 PO BOX 86  
 Gunnison CO 81230-0086

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	750.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X <u>1</u>	\$ 100.00
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
<b>Amount Due/Paid</b>	<b>\$ 950.00</b>

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

### Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

Paid by check  
 Paid Online

Uploaded to MoveIt on Date

Licensee Name

GUNNISON GOLF CLUB, INC

Doing Business As Name (DBA)

DOS RIOS GOLF & COUNTRY CLUB

Liquor License Number

05-07972-0000

License Type

Hotel & Restaurant / Optional (county)

Sales Tax License Number

05079720000

Expiration Date

12/31/2025

Due Date

11/16/2025

#### Business Address

Street Address

501 CAMINO DEL RIO

Phone Number

9706411482

City, State, ZIP Code

Gunnison CO 81230

#### Mailing Address

Street Address

PO BOX 86

City, State, ZIP Code

Gunnison CO 81230-0086

Email

Gm@dosriosgolfclub.org

Operating Manager

BRAM TURNER

Date of Birth

7/31/73

**Home Address**

Street Address		Phone Number
PO Box 2134		972-275-3508
City	State	ZIP Code
CRESTED Butte	CO	81224

1. Do you have legal possession of the premises at the street address?  Yes  No

Are the premises owned or rented?  Owned  Rented\*

\*If rented, expiration date of lease

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?  Yes  No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?  Yes  No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?  Delivery  Takeout  Both Takeout and Delivery

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

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

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?  Yes  No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

**Affirmation & Consent**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

x BRIAN TURNER

Title  
G.m.

Signature

x B.T.

Date (MM/DD/YY)

**Report & Approval of City or County Licensing Authority**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

**Therefore this application is approved.**

Local Licensing Authority For

gunnison County

Signature  
gunnison County Clerk

Kathy Smillion

Attest

[Signature]

Date (MM/DD/YY)

10-2-2025

Name (Individual/Business)

Gunnison Golf Club cnc

Social Security Number/Tax Identification Number

84-0586514

Home Phone Number

970-641-1482

Business/Work Phone Number

Street Address

501 Camino Del Rio

City

Gunnison

State ZIP Code

CO 81230

Printed name of person signing on behalf of the Applicant/Licensee

Jo Darcy

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed

Jo Darcy

10/2/25

**Privacy Act Statement**

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

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Draft BOCC Minutes; 10/7/2025

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Draft BOCC Minutes; 10/7/2025

**Fiscal Impact:**

**Submitted by:** Holly Perry

**Submitter's Email Address:** hperry@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: 10/16/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 10/21/2025

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**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING MINUTES  
October 7, 2025**

The October 7, 2025 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:

Laura Puckett Daniels, Chairperson  
Elizabeth Smith, Vice-Chairperson  
Jonathan Houck, Commissioner  
Matthew Hoyt, County Attorney  
Matthew Birnie, County Manager  
Holly Perry, Deputy County Clerk  
Others Present as Listed in Text

Due to Commissioner Puckett Daniels attending the meeting remotely, Commissioner Smith will be running the meeting.

**GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:**

**CALL TO ORDER:** Commissioner Smith called the meeting to order at 8:30 am.

**ALCOHOL BEVERAGE LICENSE #03-10559; KEBLER CORNER LIQUORS LLC DBA KEBLER CORNER LIQUORS; 10/2/2025 TO 10/2/2026:**

**Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to approve the Alcohol Beverage License as presented this morning. Motion carried unanimously.

**ADJOURN:** Commissioner Smith adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 8:31 am.

**GUNNISON COUNTY HOUSING AUTHORITY MEETING:**

**CALL TO ORDER:** Commissioner Smith called the meeting to order at 8:31 am.

**WEATHERIZATION FUNDING AGREEMENT BETWEEN ENERGY OUTREACH COLORADO EFFICIENCY LLC, VENDORS, AND PROPERTY OWNER; MOUNTAIN VIEW APARTMENTS; FACILITIES; 9/25/2025 TO 6/15/2026:** Assistant County Manager for Operations and Sustainability John Cattles was present for discussion.

ACM Cattles noted this is the second phase of the grant that has funded several improvements for Mountain View Apartments and this phase will replace some lighting and ventilation, add insulation in the attic, and finish the project. CM Birnie commented that the window upgrades were a large improvement as well. ACM Cattles lastly relayed that the U.S. Department of Housing and Urban Development (HUD) inspection report stated this building is exceptionally well maintained and he praised staff for their work. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to approve the Weatherization Funding Agreement between Energy Outreach Colorado and the Owner, which is Gunnison County of the Mountain View Apartments as presented this morning. The motion was then amended to include authorization of the Executive Secretary of the Gunnison County Housing Authority to sign this agreement. Motion carried unanimously.

**ADJOURN:** Commissioner Smith adjourned the meeting of the Gunnison County Housing Authority at 8:34 am.

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:**

**CALL TO ORDER:** Commissioner Smith called the meeting to order at 8:34 am.

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

**MINUTES APPROVAL:** **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to approve the minutes as amended in the conversation today. Motion carried unanimously.

- 1. September 16, 2025 Regular Meeting

**SCHEDULING:** The Upcoming Meetings Schedule was discussed and updated.

**CONSENT AGENDA:** **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to approve the consent agenda as presented, absent the first item, number one. Motion carried unanimously.

- 1. **PULLED FOR FURTHER DISCUSSION:** Ratification; Welcome Week Sponsorship; Discretionary Funds; \$1,500
- 2. Ratification of County Manager’s Signature; Participation Letter; Gunnison Valley Regional Housing Authority; Gunnison County
- 3. Indirect Cost Negotiation Agreement; Colorado Local Public Health Agency; Finance; 1/1/2026 to 12/31/2026

4. Grant Application; AAA Auto Club Group Foundation Driver's Ed Grant; Juvenile Services; \$14,250
5. Award Letter; Energy Outreach Colorado; Health and Human Services; 10/1/2025 to 9/30/2026; \$12,900
6. Acknowledgment of County Manager's Signature; Professional Services Agreement; Good Knight Roofing, LLC; Blackstock Building; Facilities; 10/7/2025 to 12/31/2025; \$143,419
7. Professional Services Agreement; Taylor Automation; Facilities; 10/7/2025 to 9/16/2026; \$130,500
8. Option Letter #2; 2026\*0107; Original Contract 2024\*0031; Health and Human Services; 9/22/2025 to 6/30/2026; \$14,209
9. Grant Application; City of Gunnison; Gunnison-Hinsdale Early Childhood Council; Health and Human Services; \$10,000
10. Grant Application; City of Gunnison Public Service Grant; Gunnison County Substance Abuse Prevention Project; Juvenile Services; \$8,000
11. Concession, Lease, and Operating Agreement for a Non-Exclusive On-Airport Automobile Rental Concession at Gunnison-Crested Butte Regional Airport; The Hertz Corporation; Gunnison-Crested Butte Regional Airport; 6/1/2025 to 5/30/2028
12. Acknowledgment of County Manager's Signature; Amendment to Owner-Engineer Agreement; 2302-00790-01 Amendment No.02; KLJ Engineering LLC; Public Works; 9/22/2025 to 12/31/2026; \$51,100
13. Acknowledgment of County Manager's Signature; Professional Services Agreement; Integrity Pro Roofing; Courthouse; Facilities; 10/7/2025 to 12/31/2025; \$83,086
14. Certifications and Assurances; State of Colorado Amendment #3; 24-HTS-ZL-00208; Juvenile Services
15. Grant Application; FY26 LPHA Chronic Disease Pilot Interest and Mini-Application Form for Local Public Health Agencies (LPHAs); Health and Human Service
16. Acknowledgment of County Manager's Approval; Grant Recommendation; San Juan Regional Council Grant; Gunnison County Substance Abuse Prevention Project; Juvenile Services; \$50,000
17. Acknowledgment of County Manager's Signature; Professional Services Agreement; Integrity Pro Roofing; Health and Human Services Building; Facilities; 10/7/2025 to 12/31/2025; \$47,450
18. Amendment No.1 to ConsensusDocs 410; Standard Design-Build Agreement and General Conditions Between Owner and Design Builder; Adena Corporation; Gunnison Landfill; Facilities; 9/26/2025; \$1,576,086
19. Letter of Support; National Forest Foundation; Forest Restoration & Wildfire Risk Mitigation Grant Dollars
20. Memorandum of Understanding; Energy Outreach Colorado; Bill Payment Assistance program; Health and Human Services; 10/1/2025 to 9/30/2030; \$12,900
21. Grant Application; Connected Care for Rural Colorado; OeHI Innovation Grant; Colorado Office of eHealth Innovation; Health and Human Services; 1/1/2026 to 6/30/2026; \$80,000
22. Professional Services Agreement; Debra Dunbar; Treasurer's Office; 10/1/2025 to 2/1/2026; \$45 an hour up to \$9,000
23. Acknowledgment of County Manager's Signature; Professional Services Agreement; Good Knight Roofing, LLC; Public Safety Center Building; Facilities; 10/7/2025 to 12/31/2025; \$62,575
24. Acknowledgment of County Manager's Signature; Statement of Work; Colorado's Maternal and Child Health Program; Health and Human Services; 7/1/2025 to 12/31/2025; \$7,863
25. Grant Application; Telligon Community Initiative - 2025 Strengthening Families & Communities Request for Proposals (RFP) Application Process (for both 2025 Grant Cycles); Health and Human Services; \$150,000
26. Grant Agreement Amendment #2; State of Colorado Grant Agreement Modification; 2023\*2302; 10/1/2025 to 6/30/2026; \$8,962

**PULLED FOR FURTHER DISCUSSION:**

1. Ratification; Welcome Week Sponsorship; Discretionary Funds; \$1,500 - Commissioner Smith clarified the full amount was \$1,438.95. Moved by Commissioner Puckett Daniels, seconded by Commissioner Houck to approve the ratification for the Welcoming Week Sponsorship out of our discretionary funds for \$1,438.95. Motion carried unanimously.

**COUNTY MANAGER'S REPORTS:**

1. Whetstone – CM Birnie stated the framing is about two and half weeks ahead of schedule. The schedule has two buildings being dried in by the end of the year, but could be as many as four, which would allow a lot of work to proceed during the winter on the inside of those. He then noted the geothermal driller continues to struggle, and they sent out two more rigs last week so he's hoping for more progress this week. Commissioner Houck asked for an update on the utility extension to which CM Birnie replied that as of last Wednesday, they were at the river and starting the river crossing with the bulk of it installed for water; however, the sewer will have to be completed next year.

**ADMINISTRATIVE REVIEW; LUC-25-00020; COX TEOCALLI TOWNHOME PLAT:** Planning Director Hillary Seminick was present for discussion.

PD Seminick noted this is for two townhomes in Crested Butte South that are 2000 square feet each and there will be a Party Wall Agreement that would be executed concurrently with the plat recording. **Moved**

by Commissioner Houck, seconded by Commissioner Puckett Daniels to authorize the Vice Chair's signature in place of the Chair's signature on LUC-25-00020 Cox Teocalli Townhouse Plat as presented this morning and approval the plat. Motion carried unanimously.

**LOT CLUSTER; LUC-25-00026; PATRICIA RAMSEY:** Planning Director Hillary Seminick was present for discussion.

PD Seminick stated this is a lot cluster that will consolidate six parcels into a single 14.5-acre lot by Blue Mesa. She commented this is consistent with the Board's direction to reduce density in areas that are not serviced by utilities and far from a population center. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to approve LUC-25-00026 and authorize the full Board's signature on the document. Motion carried unanimously.

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

**Commissioner Houck:**

1. Gunnison Stockgrowers – Commissioner Houck was able to get a meeting set between the Stockgrowers and Colorado Parks and Wildlife (CPW) Director Jeff Davis for later in October.
2. Veteran Services Officer Steve Otero – Commissioner Houck met with VSO Otero and was able to discuss some legislation he is working on with Senator Hickenlooper's staff.
3. Gravel Adventure Field Guide – Commissioner Houck met with the Gravel Adventure Field Guide folks that are contracted by the Tourism and Prosperity Partnership Board (TAPP) for them to do some marketing.
4. Elected Officials Dinner – All the Commissioners attended the Elected Officials Dinner.
5. State Land Board – Commissioner Houck reiterated that he was appointed to be the County Commissioner Representative for State Land Board planning process for the next year. They plan to look at different ways to utilize parcels of land in order to generate revenue to support schools.
6. Senator Bennet – Commissioner Houck has continued to have conversations with Senator Bennet and staff regarding the Gunnison Outdoor Resource Protection (GORP) Act.

**CONSERVATION EASEMENT LETTERS OF SUPPORT:** Geographic Information Services Manager Mike Pelletier and Trust for Public Land Senior Project Manager Wade Shelton were present for discussion.

1. Stirrup Bar Ranch Conservation Easement Phase 2 – CPW Colorado Wildlife Habitat Program Application
2. Stirrup Bar Ranch Conservation Easement Phase 2 - NRCS-ACEP Application

GISM Pelletier noted there are two letters that PM Shelton is requesting to be signed for Stirrup Bar Ranch. PM Shelton then relayed that the previous letter for Higher Ground Ranch has led directly to the opportunity for Stirrup Bar Ranch and explained that the further they can get ahead of the curve, the more options that can be provided before conservation may become cost prohibitive.

Stirrup Bar Ranch is roughly 9,000 acres with 4,000 acres already under a conservation easement, and the plan is to conserve the remainder of the ranch and all its water rights in two phases. The first phase is anticipated to be closed by the end of the year, and they are currently looking at support for phase two. The Board expressed their gratitude for the services that ranches provide and to PM Shelton and GISM Pelletier for their work on these projects. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to approve a pair of letters of support, one going to Colorado Parks and Wildlife Real Estate Section RFP Program and the other going to the USDA Natural Resources Conservation Service, as presented in the packet today, and authorize the signature of the full Board on these letters of support. Motion carried unanimously.

**COLORADO RIVER WATER CONSERVATION DISTRICT ANNUAL UPDATE:** General Manager Sonja Chavez and Director of Government Relations Zane Kessler were present for discussion.

Director Kessler explained the Community Funding Partnership has nearly 20 projects in the area that were funded and have invested just under \$2M since this program was created. While Gunnison was not the top dollar recipient, he believes Gunnison has the most projects in the state. He wanted to remind everyone that they are always accepting applications, and they do not have the rigidity of other government grant programs and are much more flexible. Director Kessler then stated that the Community Funding Partnership team relayed that they have incredible success partnering with Trout Unlimited and the Upper Gunnison River Water Conservancy District in completing projects. There was then discussion regarding the Drought Resiliency and Restoration with Trout Unlimited and the Airborne Snow Observatories (ASO) flights.

Commissioner Smith asked if they have had any challenges with Federal and State funding to which Director Kessler replied that the programs related to water are affected by delays and Federal cuts including the State Economic Forecast having an \$800M budget shortfall. However, the water community does have Proposition DD, which was passed in 2019, that allows sports betting to help fund the water plant and help water users prepare for a hotter, drier future.

Commissioner Puckett Daniels thanked them for helping her go to the Colorado Water Congress this year and then asked for more details about the State Engineer seeking authority to shepherd water for the purpose of compact compliance. A discussion about the scenarios then followed. Commissioner Smith then mentioned the deadline is today for comments regarding Department of Local Affairs' Statewide Strategic Growth Report and that there are many water infrastructure items if they'd like to give feedback. GM Chavez relayed that the Upper Gunnison River Water Conservancy District will be going to the Colorado River District with a proposal for funding in support of their Ag Return Flow Study in January and will be asking for a letter of support from the Board.

Commissioner Houck asked what is occurring with the rights for Shoshone, to which Director Kessler replied they are in a contested hearing with the Colorado Water Conservation Board.

**UNSCHEDULED PUBLIC COMMENT:** There were no persons present for discussion.

**COMMISSIONER ITEMS (cont'd):**

**Commissioner Puckett Daniels:**

1. Mountain Town 2030 Conference – Commissioner Puckett Daniels is currently at this conference and will attend the Colorado Association of Ski Towns (CAST) meeting this week as well.
2. Gunnison Valley Regional Housing Authority (GVRHA) – Commissioner Puckett Daniels thanked County Manager Matthew Birnie, County Attorney Matthew Hoyt, and Chief Finance Officer Melissa LaMonica for their work in the transition.
3. Colorado Counties, Inc. Steering Committees (CCI) – Commissioner Smith and Commissioner Puckett Daniels attended the Strategic Growth Report meeting. She noted that comments are due by 5:00 pm today and she confirmed if Commissioner Smith is creating some comments. Commissioner Puckett Daniels then relayed that the Water Quality/Quantity Committee (QQ) will send their comments as well.
4. High Country Citizens' Alliance Jon Hare – Commissioner Puckett Daniels visited the sight of the land exchange remediation and met with High Country Citizens' Alliance Jon Hare.
5. Gunnison Valley Regional Transportation Authority (RTA) – Commissioner Puckett Daniels and Commissioner Smith attended the meeting last week. She relayed that the second daily Bustang services that were supposed to occur by the end of the year have increased in price. They have also asked for creative possibilities for bus service to Montrose. Commissioner Puckett Daniels said that Scott Truex will be coming to the Board with a Memorandum of Understanding (MOU) regarding emergency planning. They are also looking at a five-year capital plan and the Brush Creek intercept lot which is a topic of concern for RTA and the County. CM Birnie relayed there is no agreement for a park and ride and is not part of the project and the County is planning on asking RTA to contribute to this. CM Birnie also stated they did get a response from HUD for additional information, which has been supplied, but with the Government shutdown, it hasn't progressed further.
6. Sustainable Tourism and Outdoor Recreation Committee (STOR) – Commissioner Puckett Daniels noted the STOR Committee has submitted a grant to Colorado Parks and Wildlife (CPW) for the Regional Partnership Initiative Funding for capacity building within the organization and gate replacements, and the wildlife crossing plan. Commissioner Puckett Daniels has also organized a meeting with the STOR Subcommittee to work on the wildlife vehicle collisions mitigations on October 14th.
7. Colorado Counties, Inc. Steering Committees (CCI) Legislative Meeting – Commissioner Puckett Daniels participated in person. She relayed that they came with 10 priorities which she briefly overviewed.

**Commissioner Smith:**

1. Community Workforce Meeting – Commissioner Smith attended a presentation from Workforce Colorado last week.
2. Gunnison Chamber – Commissioner Smith met with Director Leora Wallace About the visitor center and potential opportunities. She noted a significant gap with navigating people through the licensure process for food vending and licensing.
3. Economic Development Initiatives – Commissioner Smith stated there was a Joint Stakeholder meeting regarding the closing of Little Adventures. She informed the Board that Tenderfoot Child and Family Development Center was able to take some displaced children. Commissioner Smith explained that the Gunnison River Valley Local Marketing District has already invested in early childhood education and those interventions were directly useful.
4. Zoning Overlays – Commissioner Smith stated that Chaffee, Summit, and Pitkin Counties have pursued zoning overlays on Federal Public Lands that prohibit development. She thought the concept was interesting to think about how they may be able to pursue legislative support, especially when it comes to property tax classification. Commissioner Puckett Daniels relayed this may be a conversation for strategic planning and could be logistically challenging with the Land Use Resolution (LUR).

**Commissioner Houck (cont'd):**

- 7. State Park Concept – Commissioner Houck is working with Colorado Department of Natural Resources Executive Director Dan Gibbs and his leadership staff to come over for some field work and touring.
- 8. Western Colorado University (WCU) – Commissioner Houck relayed that WCU has some community presentations on projects they are working on in the County and he recently attended a presentation on virtual fencing and regenerative agriculture.

**Commissioner Smith (cont'd):**

- 5. Cheatgrass Coordinator – Commissioner Smith had a meeting with Cheatgrass Coordinator Sarah Elzay and would like to have her present on a future work session.

**ADJOURN:** Commissioner Smith adjourned the meeting at 10:45 am.

\_\_\_\_\_  
Laura Puckett Daniels, Chairperson

\_\_\_\_\_  
Elizabeth Smith, Vice-Chairperson

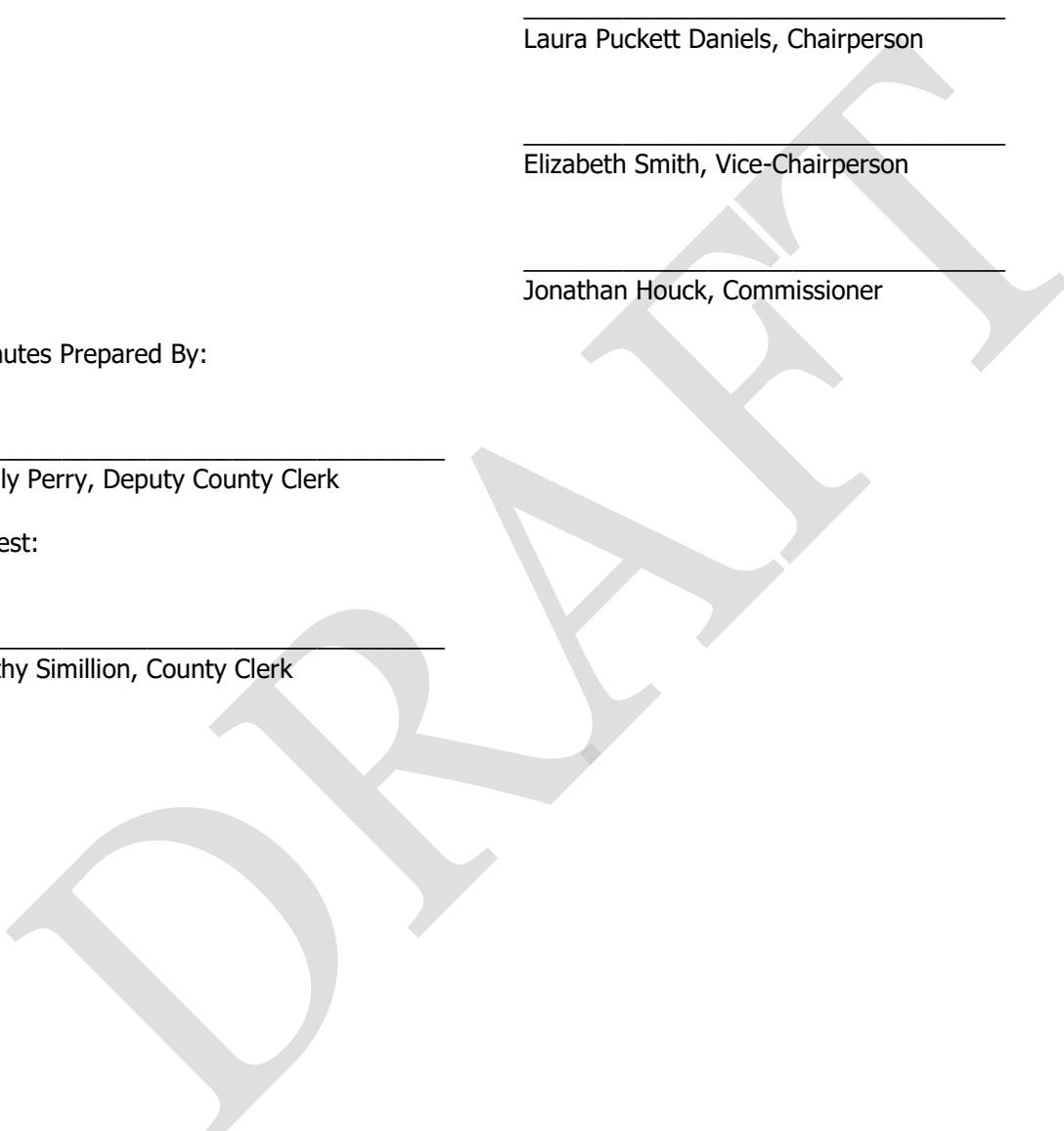
\_\_\_\_\_  
Jonathan Houck, Commissioner

Minutes Prepared By:

\_\_\_\_\_  
Holly Perry, Deputy County Clerk

Attest:

\_\_\_\_\_  
Kathy Simillion, County Clerk



**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Draft BOCC Minutes; 10/14/2025

---

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

DRAFT BOCC Minutes; 10/14/2025

**Fiscal Impact:**

**Submitted by:** Holly Perry

**Submitter's Email Address:** hperry@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

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/16/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 10/21/2025

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**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS  
SPECIAL MEETING MINUTES  
October 14, 2025**

The October 14, 2025 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:

Laura Puckett Daniels, Chairperson  
Elizabeth Smith, Vice-Chairperson  
Jonathan Houck, Commissioner  
Sammy Obaid, Assistant County Attorney

Matthew Birnie, County Manager  
Holly Perry, Deputy County Clerk  
Others Present as Listed in Text

**GUNNISON COUNTY BOARD OF EQUALIZATION SPECIAL MEETING:**

**CALL TO ORDER:** Commissioner Puckett Daniels called the meeting to order at 8:30 am.

**HEARING OFFICER RECOMMENDATIONS FOR PROPERTIES APPEALED TO THE CBOE:** Hearing Officer Walter Sorrentino was present for discussion.

Commissioner Puckett Daniels asked HO Sorrentino to introduce himself and his expertise and then reiterated the CBOE process. She relayed for the record that there was a copy and paste error on the summary sheets and they have been given a corrected printed copy for this meeting which will also be corrected online and on SharePoint. The Board then thanked HO Sorrentino for his work on these. **Moved** by Commissioner Houck, seconded by Commissioner Smith to adopt the hearing officer recommendations for properties appealed to the CBOE, granting, denying, or denying in part the petition, as presented in the agenda and related documents today, noting that there were some administrative corrections that were given at the table, that are different than what was in the packet. Motion carried unanimously. HO Sorrentino praised the CBOE team and stated Gunnison County has a superior staff.

**ASSESSOR RECOMMENDATIONS FOR STIPULATIONS TO PROPERTIES APPEALED TO THE CBOE:** County Assessor Alexandra Cohen was present for discussion.

Assessor Cohen noted these are appeals that were submitted to the CBOE but after discussion, the petitioners were willing to accept an updated valuation from the Assessor's Office and come to an agreement. Commissioner Houck asked for clarification on adjusted values for new construction. Ac2 Assessor Cohen explained that it was due to the deed restriction on the units and they applied a derestricted adjustment. **Moved** by Commissioner Smith, seconded by Commissioner Houck to accept the stipulations reached between the Assessor and the property owners for properties appealed to the CBOE as presented in the agenda and related documents today. Motion carried unanimously.

**ASSESSOR RECOMMENDATIONS FOR CHANGES TO PROPERTIES NOT APPEALED TO THE CBOE:** County Assessor Alexandra Cohen was present for discussion.

Assessor Cohen explained these are for properties where new information came to light after the time when they are allowed to appeal. Commissioner Smith asked about one change from \$30,000 to \$1.5M. Assessor Cohen relayed that unfortunately, she cannot speak to that as she is not involved in that area. However, there is an appeal timeline if they would like to appeal it further. Commissioner Puckett Daniels asked about benefits of waiting to approve, however, Assessor Cohen explained they can petition further and this is not final. **Moved** by Commissioner Smith, seconded by Commissioner Houck to accept the Assessor's recommendation for changes to properties that were not appealed to the CBOE as presented this morning, and in the related documents, and to make those our official determinations. Motion carried unanimously.

**ADJOURN:** Commissioner Puckett Daniels adjourned the special meeting of the Gunnison County Board of Equalization at 8:47 am.

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:**

**CALL TO ORDER:** Commissioner Puckett Daniels called the meeting to order at 8:47 am.

**GUNNISON COUNTY 2026 BUDGET DRAFT PROPOSAL #1:** Chief Finance Officer Melissa LaMonica and Senior Operations Accountant Lupita Halligan were present for discussion.

Commissioner Puckett Daniels expressed gratitude to the finance team for their work on this. Commissioner Smith did ask for clarification on the process of the District Attorney budget. CM Birnie commented that they did land at a higher number than what most counties are comfortable with which was 25%. A discussion on the process then followed. CFO LaMonica noted that the revenues are projected conservatively. CM Birnie relayed it would be helpful for the Board to relay which departments they would like to have work sessions with for their budget in order to get a better understanding.

The summary by type of fund, Capital Improvement Plan summary by fund, the General Fund summary, and each fund summary were discussed and CFO LaMonica answered the questions of the Board. Some highlights included the Brush Creek Project, Human Services Fund, Sage Grouse Trust Fund and Cheatgrass Trust Fund, Risk Management Fund, Gunnison County Housing Authority Fund, Marketing District Fund, Public Trustee Fund, Airport Operations Fund, Senior Housing (Mountain View) Fund, ISF I – Fleet Fund, ISF II – Technology Fund, Health Insurance Fund, and specific General Fund subcategories. **Moved** by Commissioner Houck, seconded by Commissioner Smith to schedule the Gunnison County Budget Public Hearing for December 9<sup>th</sup> at 5:30 pm, and the location will be the Board of County Commissioners room. Motion carried unanimously. **Moved** by Commissioner Houck, seconded by Commissioner Smith to accept the Gunnison County 2026 Staff Budget Draft Proposal number one as presented this morning, in our packet and available to the public. Motion carried unanimously.

**BREAK:** The meeting recessed from 10:23 until 10:31 am.

**GUNNISON COUNTY AUDITED FINANCIAL STATEMENTS 2024:** McMahan and Associates Certified Public Account (CPA) Paul Backes and Chief Finance Officer Melissa LaMonica were present for discussion.

CPA Backes explained they do a financial statement audit that meets a number of different needs. The phases looked at are planning and fieldwork and CPA Backes explained what is included in each area. He then relayed the auditing process and how an independent auditor reviews the financial documents. CPA Backes then displayed a letter regarding that described the Qualitative Aspects of Accounting Policies, Difficulties Encountered in Performing the Audit, Corrected and Uncorrected Misstatements, Disagreements with Management, Management Representations, and Recommendations which included Departmental Cash Receipting, Payroll Segregation of Duties, Purchasing Card Review, and New Financial Reporting Standard.

Commissioner Smith asked for clarification on the type of review they recommend for the Purchase Card Review due to the Board typically reviewing these charges in the meetings. Member Backes stated that if they believe that gives an adequate review then it is sufficient.

CPA Backes concluded with stating there are tax credits coming through the IRA that are related to various housing projects the County has. However, due to the Government shutdown, they may have to file the returns and amend them once approved.

The Board thanked CPA Backes for his time and work on this. **Moved** by Commissioner Houck, seconded by Commissioner Smith to accept the Gunnison County Audit of Financial Statements for 2024 as presented this morning. Motion carried unanimously.

The Board and CM Birnie thanked the finance department for all their work and late nights with getting everything completed.

**ADJOURN:** Commissioner Puckett Daniels adjourned the meeting at 11:02 am.

\_\_\_\_\_  
Laura Puckett Daniels, Chairperson

\_\_\_\_\_  
Elizabeth Smith, Vice-Chairperson

\_\_\_\_\_  
Jonathan Houck, Commissioner

Minutes Prepared By:

\_\_\_\_\_  
Holly Perry, Deputy County Clerk

Attest:

\_\_\_\_\_  
Kathy Simillion, County Clerk

**GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES**

*Note: For all the details of each resolution including any exhibits, please refer to [gunnisoncounty.org](http://gunnisoncounty.org)*

2025 CBOE HEARING AND DECISION SUMMARY							
CBOE #	ACCOUNTNO	PARCELNO	NOTICE OF DETERMINATION	ASSESSOR RECOMMENDATION	PETITIONER REQUEST	CBOE DECISION	CBOE VALUE
001	R073723	3701-240-01-013	\$549,760	\$549,760	\$393,700	DENY	\$549,760
002	R043222	3177-241-06-005	\$7,279,660	\$7,279,660	\$5,845,000	ADJUST	\$5,893,900
003	R008138	3439-020-02-029	\$1,438,860	\$1,438,860	\$1,100,000	DENY	\$1,438,860
004	R003310	3255-031-58-009	\$1,468,660	\$1,468,660	\$1,178,000	ADJUST	\$1,323,330
005	R005954	3177-261-21-029	\$1,069,350	\$1,069,350	\$750,000	ADJUST	\$965,000
006	R044097	3255-120-34-025	\$3,183,830	\$3,183,830	\$2,650,000	ADJUST	\$2,916,900
007	R003020	3255-031-25-009	\$2,370,300	\$2,370,300	\$1,600,000	DENY	\$2,370,300
012	R042693	3257-080-02-005	\$597,740	\$597,740	\$384,000	DENY	\$597,740
015	R026065	3691-102-12-003	\$249,380	\$249,380	\$19,000	ADJUST	\$155,860
016	R030755	3177-242-10-015	\$4,010,410	\$4,010,410	\$3,260,475	DENY	\$4,010,410
018	R032144	3255-013-02-008	\$4,067,100	\$4,067,100	\$2,644,600	DENY	\$4,067,100
020	R032358	3177-261-29-013	\$1,635,260	\$1,635,260	\$1,100,000	ADJUST	\$1,492,000
021	R013773	2917-233-04-018	\$338,000	\$338,000	\$338,000	DENY	\$338,000
022	R009709	3701-110-01-009	\$854,180	\$854,180	\$669,482	DENY	\$854,180
023	R009707	3701-110-01-007	\$1,414,830	\$1,414,830	\$770,370	ADJUST	\$1,234,800
024	R012429	3983-033-00-016	\$604,920	\$604,920	\$398,000	DENY	\$604,920
025	R043395	3701-240-13-001	\$523,100	\$523,100	\$260,000	DENY	\$523,100
027	R044352	3177-264-59-004	\$510,920	\$510,920	\$403,828	DENY	\$510,920
028	R073785	3787-100-31-013	\$1,236,450	\$1,236,450	\$799,545	ADJUST	\$1,025,000
029	R033871	3177-261-30-018	\$1,635,310	\$1,635,310	\$1,200,000	ADJUST	\$1,492,900
031	R013761	2917-233-04-006	\$367,130	\$367,130	\$367,130	DENY	\$367,130
032	R073784	3787-100-31-012	\$1,244,600	\$1,244,600	\$950,000	ADJUST	\$1,025,000
033	R025785	3257-281-01-027	\$985,670	\$985,670	\$950,000	ADJUST	\$950,000
034	R031138	3255-031-51-014	\$3,526,650	\$3,526,650	\$2,480,000	DENY	\$3,526,650
035	R073187	3257-281-23-002	\$1,068,210	\$1,068,210	\$962,720	DENY	\$1,068,210
037	R027276	3255-000-01-002	\$4,062,370	\$4,062,370	\$3,353,000	DENY	\$4,062,370
038	R012559	3177-000-00-164	\$86,530	\$86,530	\$10,000	DENY	\$86,530
039	R041146	3177-000-00-163	\$86,530	\$86,530	\$10,000	DENY	\$86,530
040	R041147	3177-000-00-162	\$86,530	\$86,530	\$10,000	DENY	\$86,530
041	R041148	3177-000-00-161	\$86,530	\$86,530	\$10,000	DENY	\$86,530
042	R031365	3985-000-00-053	\$838,980	\$838,980	\$600,000	DENY	\$838,980
043	R043551	3177-241-08-024	\$2,143,290	\$2,143,290	\$1,786,604	DENY	\$2,143,290
044	R015202	3257-272-02-088	\$1,076,810	\$1,076,810	\$975,800	ADJUST	\$975,800
045	R001195	3701-354-11-007	\$615,280	\$615,280	\$500,000	DENY	\$615,280
046	R027552	3177-234-11-035	\$3,919,250	\$3,919,250	\$2,100,000	DENY	\$3,919,250
047	R012624	3177-030-01-008	\$55,000	\$55,000	\$25,000	DENY	\$55,000
048	R014192	2917-271-06-032	\$504,800	\$504,800	\$685,500	DENY	\$504,800
049	M031139	3255-031-26-028	\$162,210	\$162,210	\$25,000	DENY	\$162,210

050	R041096	3255-022-78-002	\$5,827,210	\$5,827,210	\$5,038,840	DENY	\$5,827,210
051	R009746	3701-110-02-020	\$1,484,230	\$1,484,230	\$1,050,000	ADJUST	\$1,280,000
052	R007173	3517-220-01-005	\$1,529,010	\$1,529,010	\$1,203,000	DENY	\$1,529,010
053	R042691	3257-080-02-003	\$747,810	\$747,810	\$499,000	ADJUST	\$679,200
054	R042497	3257-070-11-003	\$579,150	\$579,150	\$325,000	ADJUST	\$469,700
055	R010897	3787-100-13-021	\$649,100	\$649,100	\$574,978	ADJUST	\$616,600
056	R001358	3701-354-53-009	\$241,180	\$241,180	\$230,333	ADJUST	\$237,000
057	R009526	3689-340-01-001	\$60,770	\$60,770	\$25,000	DENY	\$60,770
058	R027188	3435-000-01-004	\$525,560	\$525,560	\$405,000	DENY	\$525,560
059	R042013	3177-241-01-019	\$6,596,570	\$5,076,420	\$4,290,272	ADJUST	\$5,076,420
060	R005834	3177-261-14-006	\$820,580	\$820,580	\$641,450	DENY	\$820,580
061	R007958	3517-220-00-001	\$3,296,900	\$3,296,900	\$2,277,544	DENY	\$3,296,900
063	R032819	2999-000-00-024	\$281,280	\$281,280	\$225,000	DENY	\$281,280
064	R042507	3257-070-11-013	\$397,360	\$397,360	\$249,000	ADJUST	\$247,000
065	R042518	3257-070-11-024	\$529,820	\$529,820	\$325,640	ADJUST	\$469,700
079	R041103	3255-022-79-004	\$5,611,030	\$5,611,030	\$4,500,000	DENY	\$5,611,030
081	R008350	3525-000-00-073	\$307,100	\$307,100	\$251,973	ADJUST	\$279,500
082	R074815	3257-272-55-003	\$4,600	\$4,600	\$0	ADJUST	\$1,000
083	R074810	3257-272-59-025	\$97,330	\$97,330	\$19,979	DENY	\$97,330
084	R074808	3257-272-59-023	\$77,190	\$77,190	\$9,667	DENY	\$77,190
085	R074807	3257-272-59-022	\$77,190	\$77,190	\$9,667	DENY	\$77,190
086	R074805	3257-272-59-020	\$85,210	\$85,210	\$14,984	DENY	\$85,210
087	R074804	3257-272-59-019	\$85,210	\$85,210	\$14,984	DENY	\$85,210
088	R074803	3257-272-59-018	\$77,190	\$77,190	\$9,667	DENY	\$77,190
089	R074802	3257-272-59-017	\$85,210	\$85,210	\$14,984	DENY	\$85,210
090	R074801	3257-272-59-016	\$85,210	\$85,210	\$14,984	DENY	\$85,210
091	R074798	3257-272-59-013	\$77,190	\$77,190	\$9,667	DENY	\$77,190
092	R074797	3257-272-59-012	\$77,190	\$77,190	\$9,667	DENY	\$77,190
093	R074796	3257-272-59-011	\$85,210	\$85,210	\$14,984	DENY	\$85,210
094	R074795	3257-272-59-010	\$85,210	\$85,210	\$14,984	DENY	\$85,210
095	R074793	3257-272-59-008	\$77,190	\$77,190	\$9,667	DENY	\$77,190
096	R074792	3257-272-59-007	\$77,190	\$77,190	\$9,667	DENY	\$77,190
097	R074791	3257-272-59-006	\$85,210	\$85,210	\$14,984	DENY	\$85,210
098	R074790	3257-272-59-005	\$87,280	\$87,280	\$14,984	DENY	\$87,280
099	R074788	3257-272-59-003	\$85,730	\$85,730	\$14,984	DENY	\$85,730
100	R074787	3257-272-59-002	\$86,230	\$86,230	\$14,984	DENY	\$86,230
101	R074786	3257-272-59-001	\$101,530	\$101,530	\$22,477	DENY	\$101,530
102	R074809	3257-272-59-025	\$230,880	\$230,880	\$88,075	DENY	\$230,880
103	R074799	3257-272-59-014	\$213,710	\$213,710	\$72,061	DENY	\$213,710
104	R074794	3257-272-59-009	\$160,060	\$160,060	\$51,244	DENY	\$160,060
105	R074800	3257-272-59-015	\$132,780	\$132,780	\$27,383	DENY	\$132,780

106	R074806	3257-272-59-021	\$204,090	\$204,090	\$87,915	DENY	\$204,090
107	R074811	3257-272-59-026	\$155,560	\$155,560	\$43,237	DENY	\$155,560
108	R005036	3177-234-07-027	\$1,586,070	\$1,586,070	\$1,369,334	DENY	\$1,586,070

DRAFT

# Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from 10/17/2025 thru 11/30/2025

## Board of County Commissioners

1. [BOCC Regular Meeting](#)  
October 21, 2025, All Day @ BOCC Boardroom
2. [BOCC Work Session](#)  
October 28, 2025, All Day @ BOCC Boardroom
3. [BOCC Regular Meeting](#)  
November 4, 2025, All Day @ BOCC Boardroom
4. [BOCC Regular Meeting](#)  
November 18, 2025, All Day @ BOCC Boardroom
5. [BOCC Work Session](#)  
November 25, 2025, All Day @ BOCC Boardroom

## Gunnison County Organization

1. [Holiday - Veterans' Day - Offices Closed](#)  
November 11, 2025, All Day
2. [Holiday - Thanksgiving - Offices Closed](#)  
November 27, 2025 - November 28, 2025

## Gunnison-Hinsdale Board of Human Services

1. [Gunnison-Hinsdale Board of Human Services Meeting](#)  
October 21, 2025, All Day @ BOCC Boardroom

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Service Proposal Q-312246-1; Athena Health; Health

**Action Requested:** County Manager Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

We were approved to move forward with changing our Electronic Health Record. Due to the 6 month go-live date, we postponed signing until Oct 31st

**Fiscal Impact:**

**Submitted by:** Shonna Gray

**Submitter's Email Address:** sgray@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 10/15/2025

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 10/16/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 10/16/2025

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/16/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/21/2025

# Service Proposal

Presented to Gunnison County Health and Human Services

**Presented by:**

Mimi Thomas  
Sales Executive  
athenahealth, Inc.

[mthomas@athenahealth.com](mailto:mthomas@athenahealth.com)

**Prepared for:**

Matthew Birnie  
County Manager  
Gunnison County Health and Human Services  
220 N Spruce St  
Gunnison, CO 81230

[mbirnie@gunnisoncounty.org](mailto:mbirnie@gunnisoncounty.org)

(970) 641-7910

Presented on: 3/10/2025

Valid if accepted by: 10/31/2025



### What You Told Us About Your Organization

Specialties Served	Other
Annual Collections	\$100,000.00
Number of Providers	2

### athenaOne

athenaOne Enhanced Service Fee	12.80% of Collections
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Client Minimum Fee per Month	\$533.00
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### Monthly Minimum Ramp

Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$533.00	\$533.00
Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	
\$533.00	\$533.00	\$533.00	\$533.00	\$533.00	\$533.00	\$533.00	

### Deposit

Deposit	\$620.00
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### Promotions

athenaOne Enhanced Months Free Offer: Provided Client has its Go-Live Date for all athenaOne Enhanced within six (6) months of the Effective Date, the athenaOne Enhanced Service Fee will be \$0 per month for the first 3 month(s) after the first Go-Live Date. For each month thereafter, the athenaOne Enhanced Service Fee will be as set forth above. Additionally, if the Client's Go-Live Date is on or before the 15th of the month, the Client's Discounted Offer Period will begin in that month. If the Client's Go-Live date is after the 15th of the month, the Client's Discounted Offer Period will begin on the first day of the following month. This paragraph supersedes any conflicting provisions of this Proposal related to invoicing or payment of the athenaOne Enhanced Service Fees in the first 3 month(s) following the first Go-Live Date.

Notwithstanding anything to the contrary in the Agreement, Client must provide Notice to Athena no later than the 15th of a calendar month to terminate any Athena Services at the end of such month. Termination notices received by Athena after the 15th of any calendar month will be effective as of the last day of the following calendar month. By way of example, a termination Notice received by Athena on October 13 will be effective as of October 31, and a termination Notice received by Athena on October 17 will be effective as of November 30.

## Additional Terms

1. To the extent the athenaOne Services in this Proposal involve any access, use or exchange of electronic health information (as defined at 45 C.F.R. § 171.102) ("EHI"), by executing this Proposal, each Party agrees and intends that the terms contained in the Agreement, including this Proposal and the applicable Service Description(s), related to the manner of a request for access, exchange, or use of EHI, including any and all terms related to fees, reflect the Parties' mutual agreement (in an arms' length transaction without any coercion) and meet the "manner requested" conditions of the Manner Exception set forth at 45 C.F.R. § 171.301.
2. Athena will refund the full Deposit amount set forth above in the form of a credit or series of credits applied prospectively to Client's invoices contingent upon Client's first Go-Live Date occurring within 6 months following the Effective Date of the Agreement.
3. For the first, second and third month following your first Go-Live Date, you will be invoiced and shall pay the athenaOne Enhanced Service Fee set forth above. Starting in the fourth month following your first Go-Live Date, you will be invoiced monthly and pay the greater of (1) the athenaOne Enhanced Service Fee set forth above, and (2) the Client Minimum Fee per Month set forth above, if any.
4. See the athenaOne Enhanced Service Description for more information on standard onboarding activities, consulting services and the process to request additional services.
5. Following your first Go-Live Date on any athenaOne Enhanced service, you will be invoiced monthly and shall pay the athenaOne Enhanced Service Fee set forth above.
6. Notwithstanding anything to the contrary in the Agreement, not more than once per year following the one-year anniversary of Client's first Go-Live Date, Athena may, following provision of at least 60 days' notice to Client, automatically increase Client's then-current service fees for all Athena Services in this Proposal by no more than CPI plus two percent (2%). CPI shall mean the Consumer Price Index per the U.S. Bureau of Labor Statistics, U.S. City Average (December to December percent) for All Urban Consumers (CPI-U), for All Items.
7. You will be invoiced monthly and pay the Service Fees set forth above.
8. For each of the first three months following your first Go-Live Date, you will be invoiced monthly and shall pay the Service Fee set forth above. Beginning in the fourth month following your first Go-Live Date and for each month thereafter, you will be invoiced monthly and shall pay the greater of (1) the Service Fee set forth above, or (2) the Client Minimum Fee set forth above (adjusted, as applicable, in accordance with the Monthly Minimum Ramp Schedule set forth above).
9. Client acknowledges and agrees that it has all consents, licenses, and waivers and has fulfilled all legal obligations that are necessary to utilize athenaTelehealth. Client acknowledges that there may be legal requirements, limitations, or other restrictions for the rendering of medical care via athenaTelehealth imposed by Applicable Law or payer contracts. Client is solely responsible for ensuring its compliance, and its providers' compliance, with Applicable Law and all applicable payer requirements related to the provision of Telehealth Services via athenaTelehealth.
10. Notwithstanding anything to the contrary set forth in the Agreement, the Zoom technology used by Athena to provide the athenaTelehealth service is not covered by Athena's Common Security Framework ("CSF") certified status from HITRUST.
11. Client must complete an Elavon Merchant Agreement credit application via athenahealth, and Client will be responsible for all applicable Elavon fees associated with credit card devices and transactions.
12. Client Acknowledgments. Client is solely responsible for (i) ensuring its compliance, and its providers' compliance, with Applicable Law and all applicable payer requirements related to the provision and billing of clinical and related medical services via athenaTelehealth; and (ii) obtaining all necessary and appropriate patient consents and acknowledgments prior to utilizing the athenaTelehealth service or submitting claims for payment in connection with athenaTelehealth.

13. The athenaOne Services covered in this Proposal may be subject to a discount and/or warranty as described in this Proposal, which are intended to be structured consistent with the discount or warranty regulatory safe harbor, as applicable, to the federal antikickback statute set forth in 42 C.F.R. 1001.952(h) and (g), respectively, and other applicable laws and regulations. To the extent that the value of any discount or warranty item is known as of the Effective Date, that discount/warranty value is detailed in this Proposal and in the Additional Services section of the initial sales invoice. To the extent that the value of any discount or warranty is not known as of the Effective Date, Athena will provide to Client documentation of the calculation of the value of the discount/warranty identifying the specific goods or services purchased to which the discount/warranty will be applied at the time the discount/warranty is credited, earned, or redeemed. If the discount includes supplying one or more goods or services without charge or at a reduced charge in connection with the purchase of other goods or services, Client represents and warrants that to the extent any goods or services included in the transaction are reimbursed by a Federal health care program (in whole or in part), they are all reimbursed by the same Federal healthcare program using the same methodology. If applicable, Client must fully and accurately report the discount/warranty in its applicable cost report(s) filed with the U.S. Department of Health and Human Services (HHS) or applicable State agency. In addition, Client must provide, upon request of HHS or applicable State agency, information regarding the discount or warranty in accordance with the safe harbor regulations.

## ATHENAHEALTH MASTER SERVICES AGREEMENT

Upon execution by Client and countersignature by an authorized Athena representative, this document will become effective as a binding agreement between the Parties as of the Effective Date.

### Section 1. Defined Terms

“**Agreement**” means this Master Services Agreement, Exhibit A, the Third Party Terms, each Proposal, and each Service Description, each of which is incorporated by reference herein.

“**Applicable Law**” means all federal, state, and local laws and regulations, including those relating to kickbacks, consumer protection, fraud and abuse, confidentiality (including HIPAA), Medicaid, and Medicare, in each case to the extent directly applicable to the respective Party’s performance of its obligations under this Agreement.

“**Athena**” is athenahealth, Inc. and its majority-owned subsidiaries, 80 Guest Street, Boston, MA 02135; Tel: 617.402.1000; Fax: 617.402.1099.

“**Athena Property**” means athenaOne, athenaOne Services, athenaOne Content, Materials, Service Descriptions, Athena’s Confidential Information, proprietary methods, templates, spreadsheets, databases and other electronic tools created or owned by Athena, and all data and information in athenaOne that Athena compiles, sorts, integrates, normalizes, analyzes, maps, processes, selectively aggregates or combines with multiple disparate data sources, for comparison, benchmarking or other lawful purposes, as well as improvements, additions, modifications, interfaces, and derivative works prepared from or relating to any of the foregoing, and any and all tangible and intangible works of authorship, copyrights, patents, trademarks, trade secrets and trade dress, and all intellectual property rights in any of the foregoing. For the avoidance of doubt, Client owns Client Data and Client PHI.

“**athenaOne**” means the platforms, including the athenaOne® multi-user platform, made available to Client or its Authorized Users, or used to provide athenaOne Services, together with athenaOne Functionality and associated databases.

“**athenaOne Content**” means any data made available by Athena as part of any athenaOne Services and all documents, formats, forms, functions, and screens for organizing or presenting that data.

“**athenaOne Functionality**” means the software functionality of athenaOne that enables system access and use.

“**athenaOne Services**” means the services provided by Athena under this Agreement, including access to and use of athenaOne by Client and the provision of athenaOne Content and Materials through athenaOne.

“**Authorized Users**” means those users (a) who are designated by Client in athenaOne and who are (i) employees of Client, or (ii) other individuals, corporations, or entities that are not, and are not affiliated with, competitors of Athena, and have a valid HIPAA business associate agreement or other agreement with Client, and (b) who have been granted access to athenaOne by Client in its exercise of reasonable discretion relating to the receipt of athenaOne Services hereunder by Client, and (c) from whom Client has obtained reasonable assurances that they will comply with the access and use and confidentiality terms in this Agreement.

“**Billable Provider**” means a physician or licensed or specially trained non-physician who is credentialed with payers, linked to Client’s organization, and performs health services for Client’s customers.

“**Client**” is (use full legal name) Gunnison County Health and Human Services

Address: 220 N Spruce St, Gunnison, CO 81230  
Tel: (970) 641-7910

Fax:

Client Tax I.D.:

E-mail: [mbirnie@gunnisoncounty.org](mailto:mbirnie@gunnisoncounty.org)

“**Client Data**” means all data and information of Client provided by Client or its Authorized Users to Athena, or provided to Athena from third parties at Client’s direction, including through athenaOne. Client Data includes Client’s Confidential Information but does not include Client PHI.

“**Client PHI**” means PHI that Athena receives from or on behalf of Client or creates on behalf of Client. Use and disclosure of Client PHI is governed by the terms of Exhibit A. “**Collections**” means all sums received by Client for any health care items or services furnished by Client to patients if (a) such sums are posted in athenaOne, or (b) if athenaOne Services have been used to schedule such health care or to bill, track, or follow up on such sums. Collections include co-pays, withhold returns, surplus distributions, bonus payments, incentive program payments, revenue sharing, capitation and other managed care payments, cost report settlements, wraparound payments, and all sums processed using Athena’s credit card processing services. Collections do not include payments for Client administrative services not performed using athenaOne or athenaOne Services. Any amounts refunded to or taken back by any payer during the term of this Agreement in regard to sums qualified as Collections during that time will be treated as negative adjustments to Client’s Collections in the month in which such refunds or takebacks occur.

“**Confidential Information**” means information that is disclosed by one Party to the other and that the receiving Party knows is confidential to the disclosing Party or that is of such a nature that someone familiar with the type of business of the disclosing Party would reasonably understand is confidential to it. Confidential Information includes financial and other business information of either Party. With respect to Athena, Confidential Information includes athenaOne Functionality, athenaOne Content, Materials, the terms of this Agreement, and each Service Description, and in each case, any visual reproduction thereof. Notwithstanding the foregoing, Confidential Information does not include PHI or information that the receiving Party can demonstrate: (a) is in the public domain or is generally publicly known through no improper action or inaction by the receiving Party; (b) was rightfully in the receiving Party’s possession or known by it prior to receipt from the disclosing Party; (c) is rightfully disclosed without restriction to the receiving Party by a third party without violation of obligation to the disclosing Party; or (d) is independently developed for the receiving Party by third parties without use of the Confidential Information of the disclosing Party.

“**Effective Date**” means the date this document is countersigned by Athena.

“**Force Majeure Event**” means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party and any consequences of that event or circumstance.

“**Go-Live Date**” has the meaning set forth in the applicable Service Description.

“**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996 and associated regulations, as may be amended from time to time.

“**Materials**” means all instructions, manuals, specifications, and training Athena provides in connection with any athenaOne Services.

“**Notice**” is defined in Section 13 of this Agreement.

“**Party**” means Athena or Client. “**Parties**” means Athena and Client.

“**PHI**” means "protected health information" as that term is used under HIPAA.

“**Privacy Rule**” means the privacy standards in 45 C.F.R. Part 160 and Part 164, subparts A and E.

“**Proposal**” means Athena Proposal # Q-312246 - 1 (unique identifier) and each Athena Proposal entered into by the Parties after the Effective Date and incorporated herein by reference.

“**Security Rule**” means the Security Standards in 45 C.F.R. Part 160 and Part 164, subparts A and C.

“**Service Description**” means each document periodically updated by Athena that contains a description of athenaOne Services.

“**Third Party Items**” means the third party products and services accessible through athenaOne.

“**Third Party Terms**” means the pass-through terms and conditions set forth at <http://www.athenahealth.com/tpt> applicable to Client's access to and use of certain Third Party Items.

## **Section 2. Athena Services and Payment.**

(a) Athena shall provide athenaOne Services as described in each applicable Service Description. The Parties shall perform their respective obligations as set forth in this Agreement.

(b) Client shall pay Athena the fees and expenses as set forth in this Agreement. Athena may impose a late charge equal to the lesser of (i) 1½%, or (ii) the highest rate permitted by Applicable Law, each month on all amounts overdue beyond 10 days, but this charge will not waive or extend any obligation of Client to make payments when due. Client is not required to complete the Auto Debit Authorization form contained within the Agreement. Client shall pay all invoices it receives from Athena via Automated Clearing House within 7 days from the date of each such Athena invoice.

(c) If Athena is required by Applicable Law, legal process, or government action to produce information or personnel as witnesses with respect to the athenaOne Services or this Agreement, Client shall reimburse Athena for any professional time, fees, and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless Athena is a party to the proceeding or the subject of the investigation.

## **Section 3. Term and Termination.**

(a) This Agreement will have a term of one year from the Effective Date and will automatically extend for additional consecutive one-year terms unless terminated as set forth below.

(b) Client may terminate this Agreement or any athenaOne Services at any time, with or without cause, by providing Athena with Notice; provided that any such termination notice shall be effective as follows: termination notices received by Athena (i) on or before the 15th of a calendar month shall be effective as of the last day of such calendar month; and (ii) after the 15th of a calendar month shall be effective as of the last day of the following calendar month. Athena may terminate this Agreement or any athenaOne Services at any time, with or without cause, by providing Client with no less than 180 days' Notice.

(c) Either Party may terminate this Agreement effective upon Notice to the other Party if (i) the other Party defaults in performance of any material provision of this Agreement and such default is not cured within 30 days following Notice describing the specific default (10 days in the event of failure to pay amounts owed); (ii) the other Party violates Applicable Law; (iii) the other Party files a voluntary petition in bankruptcy or an involuntary petition is filed against it; (iv) the other Party is adjudged bankrupt; (v) a court assumes

jurisdiction of the assets of the other Party under a federal reorganization act or other statute; (vi) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other Party; (vii) the other Party becomes insolvent, suspends business or ceases to conduct its business in the ordinary course; or (viii) the other Party makes an assignment of its assets for the benefit of its creditors. Termination of this Agreement by Athena for Client's failure to pay amounts owed will not constitute irreparable harm to Client.

(d) Athena may terminate this Agreement for cause effective upon Notice if Client (i) violates any System and Service Access and Use provision in Section 4 herein, or (ii) has breached or breaches the warranty in Section 8(b)(iv) herein.

(e) Notwithstanding anything to the contrary set forth in this Agreement, beginning on or around the 15-month anniversary of Client's first Go-Live Date and no more frequently than every 24 months thereafter (each such date, a “**Review Date**”), Athena may review Client's information actually recorded in athenaOne (such actual data/information on any Review Date, the “**Actual Client Metrics**”) against any Client information set forth in this Agreement, including, but not limited to, Client size, type, specialty, configuration, annual volume of Client claims or visits, annual Collections, or payer mix (any such Client information, “**Stated Client Metrics**”). If, upon such review, Athena determines that any of the Stated Client Metrics is materially inaccurate, incomplete, or varies by at least 15% from the Actual Client Metrics, Athena may require Client to agree to additional or alternative terms or pricing; provided, that if the Parties cannot reach mutual agreement after good faith discussion as to such alternative terms or pricing, either Party may terminate this Agreement upon 60 days' Notice to the other Party.

(f) Upon termination of this Agreement or any athenaOne Service for any reason, Client shall pay to Athena all amounts due hereunder for all services rendered through the date of termination in accordance with the terms of this Agreement.

(g) Upon termination of this Agreement, Athena shall provide Client with a copy of its data in the format typically provided by Athena to its clients, as described in the applicable Service Description.

## **Section 4. System and Service Access and Use.**

(a) Client's access to athenaOne is provided by Athena solely to facilitate Client's access to athenaOne Services. Subject to compliance with the terms and conditions of this Agreement, Athena grants to Client and its Authorized Users a right to access and use athenaOne on a limited, non-exclusive, non-transferable basis and only during the term of this Agreement, Client shall access athenaOne only (i) through its Authorized Users acting within the scope of their service for Client; (ii) on Athena's servers or as otherwise authorized by Athena; (iii) for the internal use of Client; and (iv) from and within the United States. If Client is live on the athenaCollector Service, Client shall not use, directly or indirectly, any patient service-related billing system or method other than athenaOne and the athenaOne Services, including cash billing systems, unless Client (A) uses a different tax identification number for claims submitted through a different billing system, or (B) agrees to use Athena's mixed remittance process with respect to such claims.

(b) Client shall ensure that each Authorized User complies with the terms of this Agreement as well as Applicable Law. Client shall terminate any Authorized User's access to athenaOne (i) when such person no longer meets the definition of “Authorized User;” (ii) if conduct by such Authorized User breaches any term of this Agreement; or (iii) upon such Authorized User's indictment, arrest, or conviction of any crime related to claims or other transactions, financial

relationships, or financial dealings in connection with health care, and Client shall immediately inform Athena of any such indictment, arrest, or conviction. Client is responsible for all acts and omissions of any Authorized User in connection with such Authorized User's access and use of athenaOne. Athena may restrict, suspend, or terminate an Authorized User's access to athenaOne if Athena determines in its reasonable discretion that such access has an adverse effect on Athena or any of its clients.

(c) Client shall require Authorized Users to protect their passwords and log in credentials. Client is responsible for any use of data, information, or services obtained through athenaOne by Authorized Users. Except as expressly permitted under this Agreement, Client shall not and shall cause its Authorized Users not to: (i) access or use Athena Property in connection with the provision of any services to third parties; (ii) resell, rent, license, lease, provide service bureau or timeshare services, transfer, encumber, copy, distribute, publish, exhibit, transmit or otherwise make available to any third party any Athena Property; (iii) derive specifications from, reverse engineer, reverse compile, disassemble, translate, record, or create derivative works based on Athena Property; (iv) use Athena Property in a manner that delays, impairs, or interferes with system functionality for others or that compromises the security or integrity of any data, equipment, software, or system input or output, including but not limited to introduction of any viruses or malware into athenaOne; (v) enter data in athenaOne that is threatening, harmful, lewd, offensive, defamatory, or that injures or infringes the rights of others; (vi) apply systems to extract or modify information in athenaOne using technology or methods such as those commonly referred to as "web scraping," "data scraping," or "screen scraping;" (vii) use Athena Property or any part or aspect thereof for any unlawful purpose or to mislead or harass anyone; or (viii) use Athena Property except as specifically permitted under this Agreement. Use of or access to Athena Property not in accordance with the terms of this Agreement is strictly prohibited. Any violation of this Section 4 will cause Athena irreparable and immediate harm, and Athena is entitled to injunctive relief to prevent such violation.

**Section 5. Confidential Information.** Each Party shall exercise reasonable care to hold Confidential Information in confidence and not use it or disclose it to any other person or entity, except (a) as permitted under this Agreement or as reasonably necessary for the performance or enforcement of this Agreement; (b) as agreed in writing by the other Party; (c) for the Party's proper management and administration (provided that it obtains reasonable assurances from all recipients that they will keep the information confidential and use it only for the purpose of its disclosure, and provided further that it is responsible for all acts and omissions of any such recipient in violation of this Section 5); or (d) as required by law. Any violation of this Section 5 may cause the non-violating Party irreparable and immediate harm, and such Party is entitled to injunctive relief to prevent such violation.

**Section 6. Usage and Ownership.** Except for the right to use Athena Property subject to the terms and conditions contained herein, this Agreement does not confer on Client a license in, ownership of, or interest in Athena Property. Athena developed or acquired Athena Property exclusively at its private expense. As between the Parties, Athena Property and all right, title, and interest in and to it is and will remain the exclusive property of Athena. Any ideas, advice, recommendations, suggestions, enhancement requests, feedback or proposals provided by or on behalf of Client or its personnel to Athena related to Athena Property ("Feedback"), (a) is given to Athena without claim of intellectual property

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right by Client, (b) by its receipt grants Athena a royalty free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to commercialize, use and incorporate such Feedback into its software, services or systems or use as it otherwise deems necessary or desirable in its business, and (c) will not enable Client to claim any interest in or ownership of Athena Property. As between Athena and Client, Client retains all right, title and ownership interest in and to Client Data. Client hereby grants to Athena a fully-paid up, worldwide, sub-licensable, perpetual, right and license to Client Data for the purpose of creating Athena Property.

**Section 7. Compliance.**

(a) Each Party shall comply with Applicable Law. Client is solely responsible for compliance with all legal and regulatory requirements with respect to Client's use of athenaOne and athenaOne Services.

(b) The Parties agree that (i) any fees charged or amounts paid hereunder are not intended to be an inducement or payment, either directly or indirectly, for the referral of patients or furnishing of other healthcare services to Client or any third party, and (ii) neither Party will enter into any agreements or otherwise make any inducements or payments, either directly or indirectly, for the purpose of referring patients or furnishing other healthcare services to Client or any third party.

(c) The Parties shall each separately maintain effective compliance programs consistent with the relevant compliance guidelines set forth by the Office of the Inspector General of the Department of Health and Human Services. The Parties shall cooperate with each other to provide prompt, accurate, and full responses to any material inquiry or concern of either Party related to compliance and to any reasonable request by either Party for clarification, documentation, or further information concerning Client billing or Client's provision of, or referrals related to, health services for its patients.

(d) Client agrees that (i) no payment to or receivable of Client or any Billable Provider is or will be assigned to Athena, and Athena is not and will not be deemed to be the beneficiary of any such payment or receivable, and all such payments and receivables (including, but not limited to, checks and electronic fund transfers) will be payable to and will remain the property of Client or the Billable Provider; (ii) Athena will not endorse or sign any check or instrument; (iii) any lockbox or other account into which Client payments or receivables are properly deposited will remain in the name of, and under the sole ownership and control of, Client or the Billable Provider; (iv) Athena will not be a signatory on or have any power to transfer or withdraw from any account into which Client or Billable Provider payments or receivables from any federally funded program are properly deposited; and (v) in the event funds are deposited in error to Client's lockbox or other Client account, Client shall promptly repay an amount equal to such deposited amount as directed by Athena.

(e) Client shall verify and is solely responsible for the accuracy, completeness, and appropriateness of all information entered into or selected in athenaOne or the Third Party Items by it and its Authorized Users. The professional duty to treat the patient lies solely with Client, and use of information contained in or entered into athenaOne or provided through athenaOne Services in no way replaces or substitutes for the professional judgment or skill of Client. Client is responsible and liable for the treatment of patients whom Client and its personnel treat in the course of accessing or using athenaOne Services, including responsibility for personal injury or loss of life. Client represents and warrants to Athena that (i) all data it provides to Athena or that it selects in athenaOne, including, but not limited to, codes and practitioner identifiers, are accurate and in conformity with all legal requirements; (ii) its medical records appropriately support all codes that it enters, selects, or

approves; (iii) it and its personnel are duly authorized to enter and access such data; and (iv) Athena is duly authorized to receive, use, and disclose such data subject to the terms of this Agreement. Athena is not a health plan or healthcare provider and it cannot and does not independently review or verify the medical accuracy or completeness of the medical information entered into, or made available to it in, athenaOne. Use of and access to athenaOne Services, including, but not limited to, clinical information in athenaOne, is at the sole risk and responsibility of Client, Authorized Users, and any practitioner or health care provider or facility using data provided by Athena as part of athenaOne Services. Athena will not be liable for any action or inaction of Client which may give rise to liability under the federal False Claims Act or any state version thereof.

#### **Section 8. Warranties and Limitations.**

(a) Athena warrants to Client that, to Athena's knowledge, athenaOne Functionality, when used properly and as expressly authorized by Athena, does not infringe any valid patent, registered copyright, or other registered intellectual property right under the laws of the United States, provided that Athena makes no warranty to the extent that such infringement results from (i) use or access of athenaOne by Client in combination with any data, software, or equipment provided by Client or any third party that could have been avoided by use or access of athenaOne without such data, software, or equipment, or (ii) any breach of an agreement by, or any negligent or other wrongful act or omission of, Client or any party acting on behalf of Client.

(b) Each Party represents and warrants to the other Party that (i) it has the requisite corporate power and authority to execute and perform its obligations under this Agreement; (ii) the person executing this Agreement on its behalf has the authority to bind it hereunder and that such Party's execution of this Agreement is not in violation of such Party's bylaws, certificate of incorporation or other comparable document; (iii) the execution, delivery, or performance of this Agreement will not violate or conflict with, require consent under, or result in any breach or default of (A) Applicable Law, or (B) any covenants or agreements by which such Party or any of its assets are bound; and (iv) neither it nor any of its personnel to its knowledge (A) has been convicted of any crime arising from claims or other transactions, financial relationships, or financial dealings in connection with health care, or (B) has been excluded from any federal or state health care program.

(c) Client represents, warrants, and covenants to Athena that (i) it and its Billable Providers are, and will be, duly licensed and authorized to provide and bill for the health services they render; and (ii) all athenaOne local rule requests, technical requests, or other requests, waivers, or directives by or on behalf of Client are and shall remain compliant with Applicable Law and all applicable payer requirements. Client agrees that it has not relied on any representations, warranties, or statements of fact not specifically included in this Agreement, and shall not assert, and shall cause its affiliates and personnel not to assert, any claim against Athena with respect to its or their reliance on any representations, warranties or statements of fact not specifically included in this Agreement.

(d) ***Except as expressly provided herein, Athena disclaims all representations and warranties of any kind or nature, express or implied (either in fact or by operation of law), with respect to any service or item provided hereunder. Except as expressly provided herein, Athena Property is provided "as is." Athena does not warrant that Athena Property will be error-free or will be provided (or available) without interruption or meet Client's business or operational needs.***

(e) No claim against Athena or Client of any kind under any circumstances may be asserted or filed more than two years after the other Party knows, or in the exercise of reasonable care could know, of any circumstances, whether by act or omission, that may give rise to such claim.

(f) The remedy of a credit with respect to any "Minimum Service Commitment" described in the applicable Service Description will be the sole and exclusive remedy for the acts or omissions of Athena relating to the performance of that Minimum Service Commitment. Notwithstanding any provision in this Agreement to the contrary, the combined aggregate credit remedy with respect to all Minimum Service Commitments on account of any month is limited to a maximum of 20% of Client's monthly service fee for that month.

(g) Except with respect to fees and other charges properly due and payable by Client to Athena, each Party's cumulative, aggregate liability in connection with or arising in any way or in any degree from this Agreement, from the athenaOne Services, or otherwise from the acts or omissions of either Party will not exceed the total amount paid (or, with respect to Client's liability to Athena, the total amount paid and due and payable) by Client to Athena in the 12 months before such claim arose. Notwithstanding the foregoing, if damages are measured by the cost of medical services provided or the dollar value of claims submitted, Athena's liability for such damages will not exceed the service fees attributable to such services or claims. Athena will not be liable for any failure to provide services, content, or functionality with respect to any claim, statement, or transaction that Athena believes in good faith arises from, in connection with, or contains inaccurate, misleading, or otherwise improper information. Notwithstanding anything to the contrary, neither Party will be liable for indirect, exemplary, punitive, special, incidental, or consequential damages or losses; additional overhead and payroll; lost profits or business opportunities; loss of data; or the cost of procurement of substitute items or services. Each Party hereby acknowledges that the remedies set forth above are reasonable and will not fail of their essential purpose.

**Section 9. Third Party Items.** As applicable in connection with athenaOne Services, Athena hereby grants to Client and its Authorized Users a limited, non-exclusive, non-transferable, non-licensable right to access and use the Third Party Items through athenaOne during the term of this Agreement. Athena may modify the Third Party Terms in the event Athena adds or replaces Third Party Items or as required in connection with changes to the applicable third party agreements for the Third Party Items. Athena agrees to use commercially reasonable efforts to post the current Third Party Terms on athenaOne and notify Client through an alert on athenaOne when Athena has posted revised Third Party Terms. The Third Party Items will not be deemed part of Athena Property. All rights granted in this Section 9 are solely for Client and its Authorized Users' use in connection with athenaOne Services and will terminate on the earlier of expiration or termination of (a) this Agreement, or (b) the applicable agreement between Athena and the licensor of the Third Party Items.

#### **Section 10. Force Majeure.**

(a) If a Force Majeure Event prevents a Party from complying with any one or more obligations under this Agreement, that inability to comply will not constitute breach if (i) that Party uses reasonable efforts to perform those obligations; (ii) that Party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event, or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as

that Force Majeure Event; and (iii) that Party complies with its obligations under Section 10(b).

(b) During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under this Agreement. **Section 11. Mediation.** The Parties shall submit any and all disputes, claims, controversies, or actions based upon, arising out of or relating in any way to this Agreement or any athenaOne Services, including any question regarding the negotiation, execution or performance of this Agreement and any conduct related to or arising out of this Agreement following termination hereof (each a "Dispute") in the first instance to JAMS, or its successor, for non-binding mediation in the location in which JAMS has an office that is closest to the location in which the Party against whom mediation is noticed has its principal place of business (with respect to Athena, Boston, Massachusetts and with respect to Client, Denver, Colorado). Either Party may commence mediation by providing to JAMS and the other Party a written request for mediation, which must set forth the subject of the Dispute, the relief requested, and the factual and legal bases for such relief. The Parties shall cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The Parties shall participate in the mediation in good faith and equally share the costs of the mediation. If the Dispute is not resolved through mediation, the Party seeking relief may pursue all remedies available at law, subject to the terms of this Agreement. Notwithstanding this Section 11, either Party may (a) terminate this Agreement according to its terms, or (b) seek injunctive relief.

**Section 12. Choice of Law; Forum.** This Agreement and any Dispute will be governed exclusively by, construed and enforced in accordance with the laws of the state of Delaware, without regard to its conflicts of laws principles. The applicable Federal District Court for the state in which the Party named as Defendant has its principal place of business (with respect to Athena, the Commonwealth of Massachusetts, and with respect to Client, the State of Colorado) will be the exclusive venue for any resolution of any Dispute. If such Federal District Court does not have subject matter jurisdiction, the courts of the same state in which such Federal District Court is located shall be the exclusive venue for any resolution of any Dispute. The Parties hereby submit to and consent irrevocably to the jurisdiction of such courts for these purposes. ***The Parties hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of any Dispute.***

**Section 13. Notice.** Notice under this Agreement means written notification addressed to the individual signing this Agreement at the address listed in Section 1, with a copy to the notified Party's legal department that is (a) delivered by hand; (b) sent by traceable nationwide parcel delivery service, overnight or next business day service; or (c) sent by certified United States mail. Properly mailed Notice will be deemed given 3 days after the date of mailing, and other Notice will be deemed made when received. A Party may change its address for notice purposes by providing Notice of such change to the other Party.

**Section 14. Certified athenaOne Services.**

(a) Notwithstanding anything to the contrary in this Agreement, Client may make a communication for any of the following purposes about (i) the usability of Certified athenaOne Services, (ii) the interoperability of the Certified athenaOne Services, (iii) the security of the Certified athenaOne Services, (iv) relevant information regarding users' experience with the Certified athenaOne Services, (v) Athena's business practices related to exchanging electronic health

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information (as defined at 45 C.F.R. § 171.102), or (vi) the manner in which a user of the Certified athenaOne Services has used the technology:

- (A) making a disclosure required by law;
- (B) communicating information about adverse events, hazards, and other unsafe conditions to government agencies, health care accreditation organizations, and patient safety organizations;
- (C) communicating information about cybersecurity threats and incidents to government agencies;
- (D) communicating information about information blocking and other unlawful practices to government agencies; or
- (E) communicating information about Athena's failure to comply with a Condition of Certification requirement or other requirement of 45 C.F.R. Part 170 to the Office of the National Coordinator for Health IT ("ONC") or an ONC-Authorized Certification Body ("ONC ACB").

(b) Client shall not disclose Athena Confidential Information about non-user facing aspects of Certified athenaOne Services. Client shall not disclose Athena Property or a third party's intellectual property existing in Certified athenaOne Services, except that Client may publicly display a portion of Certified athenaOne Services that is subject to copyright protection where such display would reasonably constitute "fair use" of Certified athenaOne Services, as provided by 45 C.F.R. § 170.403(a)(2)(ii)(C), and the display concerns one or more of the six subject areas set forth in Section 14(a).

(c) If Client discloses a screenshot or video of Certified athenaOne Services which contains Athena Confidential Information, Client shall (i) not alter the screenshots or video, except to annotate the screenshots or video or resize the screenshots or video; (ii) limit the sharing of screenshots to the relevant number of screenshots needed to communicate about Certified athenaOne Services regarding one or more of the six subject areas set forth in Section 14(a); and (iii) limit the sharing of video to (A) the relevant amount of video needed to communicate about Certified athenaOne Services regarding one or more of the six subject areas set forth in Section 14(a), and (B) only videos that address temporal matters that cannot be communicated through screenshots or other forms of communication. For the avoidance of doubt, this Agreement shall not be construed to prohibit or restrict any communication in a manner that violates the Condition of Certification set forth at 45 C.F.R. 170.403(a). For purposes of this Section 14, "Certified athenaOne Services" means athenaClinicals or athenaClinicals for Hospitals and Health Systems, as applicable, and associated workflows certified to ONC or an ONC-ACB as part of the ONC Health IT Certification Program.

**Section 15. Miscellaneous.** This Agreement constitutes the entire agreement between the Parties relating to athenaOne Services and supersedes all prior agreements, understandings, and representations relating to athenaOne Services. Except as otherwise provided herein, no change to this Agreement will be effective or binding unless signed by Client and a duly authorized representative of Athena. Neither Party may assign this Agreement or any right under this Agreement, in each case by operation of law or otherwise, except as otherwise permitted hereunder without the prior written consent of the other Party, and any attempt to assign this Agreement or any right under this Agreement in breach of the provisions of this Section 15 shall be null and void. The foregoing notwithstanding, either Party may assign this Agreement upon Notice to the other Party in connection with (a) any reorganization, conversion, consolidation or merger of such Party, (b) any transaction resulting in the holders (together with their affiliates) of a majority of the voting securities, membership interest or right to appoint a majority of the members of the board of directors

or similar governing body of such Party as of immediately prior to such transaction, holding less than such a majority as of immediately after such transaction, or (c) any sale, transfer or exclusive license of all or a majority of the assets of such Party that are pertinent to this Agreement or, in each case of (a) through (c) whether consummated in one transaction or a series of related transactions. For the avoidance of doubt, the assigning Party and the assignee will remain liable jointly and severally for any unperformed obligations under this Agreement or any breach hereof arising prior to the effective date of any assignment of this Agreement. This Agreement is binding on the Parties and their successors and permitted assigns. The Parties agree that they will not take any action that aims to invalidate this Agreement or seeks to prohibit the other Party from realizing the benefits of the provisions herein relating to the dispute resolution, choice of law, forum, or liability limitations. The Parties further agree that in the event a Party attempts to take any action in violation of the preceding sentence, such Party shall pay all legal fees, costs, and expenses, including reasonable attorneys' fees and internal time, incurred only with respect to the other Party preserving the validity of the contract, and realizing the benefits of the provisions set forth in the preceding sentence. The Parties intend that nothing contained in this Agreement be construed to create a joint venture, partnership, or like relationship between the Parties, and their relationship is and will remain that of independent Parties to a contractual service relationship. Neither Party will be liable for the debts or obligations of the other Party. Client will obtain Athena's consent before using Athena's name, trademarks, or logo in any manner. Except as explicitly set forth herein, none of the provisions of this Agreement will be for the benefit of or enforceable by any third party. Section titles are for convenience only and will not affect the meaning of this Agreement. When used in this Agreement, "including" means "including without limitation." No failure by a Party to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy hereunder will constitute a waiver. Despite the possibility that one Party or its representatives may have prepared the initial draft of this Agreement or any provision hereof or played a greater role in the preparation of subsequent drafts, neither Party shall be deemed the drafter of this Agreement and no provision hereof shall be construed in favor of one Party on the ground that such provision was drafted by the other. Client shall not join or consolidate claims by other clients or pursue any claim as a representative or class action or in a private attorney general capacity. In connection with athenaOne Services, a copy of a signed document sent by PDF or telephone fax will be deemed an original in the hands of the recipient. If any term or provision of this Agreement is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such other term or provision. This Agreement may be executed in counterparts and exchanged by

electronic means, each of which shall be deemed an original, and both of which together constitute only one agreement between the Parties. The following Sections of this Agreement will survive termination and continue in force: Sections 1, 2(b)-(c), 3(f), 5, 6, 7(d)(v), 8(c)-(g), and 11 through 15.

Each Party is signing this Agreement on the date stated below that Party's signature.

**ATHENAHEALTH, INC.**

**CLIENT: Gunnison County Health and Human Services**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Auto Debit Authorization Form – Please Print Clearly**

The undersigned Client (“**Client**”) hereby authorizes athenahealth, Inc. (“**Athena**”) to initiate debit entries to Client’s account indicated below, and the financial institution named below (“**Institution**”) is hereby authorized to debit such account as initiated by Athena. This authorization is for the purpose of fees periodically invoiced under the athenahealth Master Services Agreement. Client understands that debited amounts may vary, and Client authorizes debits for the full amount due each month. This authorization shall remain in full force and effect until Athena has received written notification from Client of its termination and Institution has had a reasonable opportunity to act upon it. Athena may detach this form or exhibit it separately to Institution as necessary.

Financial Institution Name:	Branch:	Address (Number, Street, City, State, Zip):
Type of Account:	Client Tax ID Number:	Account Number:
Checking		Routing Number:
Savings		

Full Legal Name of Client: Gunnison County Health and Human Services

By: \_\_\_\_\_  
 (President, General Partner, Treasurer, or other individual authorized according to the records of the financial institution identified above)

Print Name and Position: \_\_\_\_\_

Date:

**Business Associate Agreement**

**Article 1. Definitions.** Capitalized terms used but not defined herein have the meaning attributed to them (i) in the Agreement; or (ii) under HIPAA. In the event of a conflict, the definition under HIPAA controls. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act of 2009, as may be amended from time to time.

**"Unsuccessful Security Incident"** means activities such as pings and other broadcast attacks on firewalls, port scans, unsuccessful log-on attempts, denials of service, and any combination of the foregoing, so long as no such incident results in unauthorized access, use, disclosure, modification, or destruction of Client PHI.

**Article 2. Athena's Duties.** Athena shall:

- (a) not Use or Disclose Client PHI except (i) as required or permitted by Applicable Law; (ii) as permitted under the terms of the Agreement or as otherwise authorized by Client; or (iii) as incidental under HIPAA to another permitted Use or Disclosure;
  - (b) use reasonable and appropriate safeguards designed to prevent Use or Disclosure of Client PHI other than as provided in the Agreement, and implement administrative, physical, and technical standards in accordance with the Security Rule designed to protect the confidentiality, integrity, and availability of Client PHI;
  - (c) mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Client PHI by Athena that is known to Athena to violate the requirements of the Agreement;
  - (d) limit its request for Client PHI to the minimum amount necessary to accomplish the intended purpose of requests for, and Uses and Disclosures of, Client PHI in accordance with 45 C.F.R. §164.502(b);
  - (e) report to Client to the extent required by HIPAA and the HITECH Act any known Use or Disclosure of Client PHI by Athena in violation of the Agreement resulting in a Breach of Unsecured PHI. Such notification shall be made without unreasonable delay following the date of discovery to enable Client to comply with the Breach disclosure requirements under the HITECH Act. Athena shall include within such notice identification, to the extent possible, of each Individual whose Unsecured PHI has been, or is reasonably believed by Athena to have been, accessed, used, or disclosed through the Breach and any other valuable information known to Athena that Client is required to include in its notice to affected Individuals;
  - (f) report to Client any Security Incident with respect to Client PHI as required by HIPAA and the HITECH Act. This Article 2(f) constitutes notice by Athena to Client of the ongoing existence, occurrence, or attempts of Unsuccessful Security Incidents, for which no additional notice to Client is required;
  - (g) require any agent, including a subcontractor, under the Agreement that creates, receives, maintains, or transmits Client PHI on behalf of Athena to agree in writing to substantially the same restrictions and conditions with respect to Client PHI that apply through this Exhibit A to Athena with respect to such PHI;
  - (h) at the request of Client, provide access to Client PHI in a Designated Record Set to Client or, as properly directed by Client, to an Individual, in order to meet the requirements under 45 C.F.R. §164.524;
  - (i) at the request of Client, make any amendment to Client PHI in a Designated Record Set that Client properly directs or agrees to pursuant to 45 C.F.R. §164.526;
  - (j) maintain and make available the information required to provide an Accounting of Disclosures to Client (or an Individual, as applicable) as necessary to satisfy Client's obligations under 45 C.F.R. §164.528;
  - (k) make its internal practices, books, and records relating to the Use and Disclosure of Client PHI available to the Secretary of Health and Human Services for purposes of the Secretary's determination of Client's compliance with HIPAA requirements; and
  - (l) to the extent that Athena agrees to carry out any Client obligation(s) under the Privacy Rule, comply with the requirements of the Privacy Rule that apply to Client in the performance of such obligation(s).
- Article 3. Client's Duties.** Client shall:
- (a) not request, direct, or cause Athena to Use or Disclose PHI unless such Use or Disclosure is in compliance with Applicable Law relating to the privacy and security of patient data and is the minimum amount necessary for the legitimate purpose of such Use or Disclosure;
  - (b) notify Athena of any limitation in its notice of privacy practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Athena's Use or Disclosure of Client PHI;

- (c) notify Athena of any changes in, or revocation of permission by, an Individual to Use or Disclose Client PHI, to the extent that such changes may affect Athena's Use or Disclosure of Client PHI; and
- (d) notify Athena of any restriction on the Use or Disclosure of Client PHI that Client has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Athena's Use or Disclosure of Client PHI.

**Article 4. Business Associate Permitted Purposes.**

- (a) Athena's Use and Disclosure of Client PHI is permitted for the following purposes: (i) to provide athenaOne Services (including, receipt from and disclosure to payers, patients, vendors, and others in order to provide athenaOne Services); (ii) for Payment, Health Care Operations, and Treatment (including testing and set up of electronic linkages for Payment transactions); (iii) as requested by Client or an authorized governmental agent for the public health activities and purposes set forth at 45 C.F.R. § 164.512(b); (iv) to provide data aggregation services as permitted by 45 C.F.R. §164.504(e)(2)(i)(B); and (v) to de-identify Client PHI in accordance with 45 C.F.R. §164.514(b), and use or disclose such de-identified information as permitted by Applicable Law. All de-identified information created by Athena in compliance with the Agreement will belong exclusively to Athena, provided that Client will not hereby be prevented from itself creating and using its own de-identified information.
  - (b) Athena may Use Client PHI to carry out its legal responsibilities or for its proper management and administration, including making and maintaining reasonable business records of transactions in which Athena has participated or athenaOne has been used (including back-up documentation).
  - (c) Athena may Disclose Client PHI to carry out its legal responsibilities or for its proper management and administration; provided that (i) such disclosures are required by Applicable Law; or (ii) Athena obtains prior written reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by Applicable Law or for the purpose(s) for which it was disclosed to the person, and the person notifies Athena of any instances of which it is aware in which the confidentiality of the information has been breached in accordance with the breach notification requirements of this Exhibit A.
- Article 5. Business Associate Termination.** Upon termination of the Agreement, to the extent feasible, Athena shall return or destroy, or, to the extent return or destruction is infeasible, continue to extend protections to and limit the use and disclosure of, Client PHI to the extent required by and in accordance with 45 C.F.R. §164.504(e)(2)(ii)(J). It is not feasible in light of reasonable business requirements, regulatory compliance requirements, and the rights and obligations under the Agreement for Athena to return or destroy its business records and transaction databases, including, but not limited to, databases that reflect the use of athenaOne and information that Client or Athena has entered in athenaOne in the course of the Agreement to enable or perform athenaOne Services.
- Article 6. Business Associate Default.** Any material default by Athena of its obligations under Articles 2 through 4 will be deemed a default of a material provision of the Agreement, and if cure of such default and termination of the Agreement are not feasible, Client may report the default to the U.S. Secretary of Health and Human Services and shall provide the same information to Athena concurrently, where permitted by Applicable Law.
- Article 7. Athena Business Records.** Subject to the other requirements and limitations of this Exhibit A, the business records of Athena and all other records, electronic or otherwise, created or maintained by Athena in performance of the Agreement will be and remain the property of Athena, even though they may reflect or contain Client PHI.
- Article 8. Ownership of Client PHI.** As between the Parties, all Client PHI shall at all times be and remain the sole and exclusive property of Client.

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Notice of Award; Grant No. L22AC00635-04; U.S. Dep

**Action Requested:** Other Acknowledgement of Agreement Amendment

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This is the agreement for grant funding for treatment of cheatgrass on BLM lands.

**Fiscal Impact:** 30,000

**Submitted by:** Martin Schmidt

**Submitter's Email Address:** mschmidt@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 10/15/2025

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 10/13/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 10/13/2025

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/16/2025

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 0

Agenda Date: 10/21/2025

**NOTICE OF AWARD**



AUTHORIZATION (Legislation/Regulations)

Plant Protection Act of 2000, 7 U.S.C. Chapter 61 Noxious Weeds § 2814

**1. DATE ISSUED** MM/DD/YYYY  
09/25/2025

**1a. SUPERSEDES AWARD NOTICE** dated 07/24/2024 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

**2. ASSISTANCE LISTING NUMBER**  
15.230 - Invasive and Noxious Plant Management

**3. ASSISTANCE TYPE** Cooperative Agreement

**4. GRANT NO.** L22AC00635-04  
**Originating MCA #**

**5. TYPE OF AWARD**  
Other

**4a. FAIN** L22AC00635  
**5a. ACTION TYPE** Post Award Amendment

**6. PROJECT PERIOD** MM/DD/YYYY  
From 09/23/2022 Through 09/22/2027

**7. BUDGET PERIOD** MM/DD/YYYY  
From 09/23/2022 Through 09/22/2027

**8. TITLE OF PROJECT (OR PROGRAM)**  
CO Cross-jurisdictional cheatgrass (Bromus tectorum) reduction through partnership coordination and on-the ground-efforts.

**9a. GRANTEE NAME AND ADDRESS**  
GUNNISON, COUNTY OF  
200 E VIRGINIA AVE  
GUNNISON, CO, 81230-2248

**9b. GRANTEE PROJECT DIRECTOR**  
Mr. Jason Paul Evanko  
725 S 10th St Suite B  
Gunnison, CO, 81230-3200  
Phone: 970-641-0248

**10a. GRANTEE AUTHORIZING OFFICIAL**  
Ms. Jody Wise  
200 E Virginia Ave  
Gunnison, CO, 81230-8123  
Phone: 9706417679

**10b. FEDERAL PROJECT OFFICER**  
Mrs. Thelma Mosley  
BLM-CA California State Office  
Sacramento, CA, 95825-1846  
Phone: 9169784370

**ALL AMOUNTS ARE SHOWN IN USD**

**11. APPROVED BUDGET (Excludes Direct Assistance)**

I Financial Assistance from the Federal Awarding Agency Only

II Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$ 75,000.00
b. Fringe Benefits	\$ 0.00
c. Total Personnel Costs	\$ 75,000.00
d. Equipment	\$ 0.00
e. Supplies	\$ 0.00
f. Travel	\$ 0.00
g. Construction	\$ 0.00
h. Other	\$ 0.00
i. Contractual	\$ 61,739.50
j. TOTAL DIRECT COSTS	\$ 136,739.50
k. INDIRECT COSTS	\$ 0.00
<b>l. TOTAL APPROVED BUDGET</b>	<b>\$ 136,739.50</b>
m. Federal Share	\$ 136,739.50
n. Non-Federal Share	\$ 0.00

**12. AWARD COMPUTATION**

a. Amount of Federal Financial Assistance (from item 11m)	\$ 136,739.50
b. Less Unobligated Balance From Prior Budget Periods	\$ 0.00
c. Less Cumulative Prior Award(s) This Budget Period	\$ 106,739.50
<b>d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</b>	<b>\$ 30,000.00</b>

**13. Total Federal Funds Awarded to Date for Project Period** \$ 136,739.50

**14. RECOMMENDED FUTURE SUPPORT**  
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	\$	d. 5	\$
b. 3	\$	e. 6	\$
c. 4	\$	f. 7	\$

**15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:**

- a. DEDUCTION
- b. ADDITIONAL COSTS
- c. MATCHING
- d. OTHER RESEARCH (Add / Deduct Option)
- e. OTHER (See REMARKS)

e

**16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:**

- a. The grant program legislation.
- b. The grant program regulations.
- c. This award notice including terms and conditions, if any, noted below under REMARKS.
- d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

**REMARKS** (Other Terms and Conditions Attached -  Yes  No)

The purpose of this modification is to add previously agreed upon funding in the amount of \$30,000.00. Change the Program Officer to Ryan Romero. All the terms and conditions of the original agreement remain the same.

**GRANTS MANAGEMENT OFFICIAL:**  
Thelma Mosley, Grants Management Officer  
BLM-CA California State Office  
Sacramento, CA, 95825-1846  
Phone: 9169784370

17. VENDOR CODE	0070135107	18a. UEI NSN9FAGKEDJ9	18b. DUNS 133115220	19. CONG. DIST.	03	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
6	0054009785-00010	\$30,000.00	09/25/2025	09/22/2027	1109	add funds to L22AC00635

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3	DATE ISSUED 09/25/2025
GRANT NO. L22AC00635-04	

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LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PR LINE DESCRIPTION
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NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 3	DATE ISSUED 09/25/2025
GRANT NO. L22AC00635-04	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
09/23/2022	09/30/2022	Annual	12/29/2022
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Annual	12/29/2025
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/22/2027	Final	01/20/2028

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
09/23/2022	09/30/2022	Annual	12/29/2022
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Annual	12/29/2025
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/22/2027	Final	01/20/2028

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Request for Applications 49960377; Elevating Preve

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** CDPHE

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Grant through CDPHE for GCSAPP coalition work.

**Fiscal Impact:**

**Submitted by:** Emily Mirza

**Submitter's Email Address:** emirza@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 10/15/2025

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 10/13/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 10/13/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/16/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/21/2025

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**COLORADO**

**Department of Public Health & Environment**

---PROGRAM INSTRUCTIONS – REMOVE FROM THE FINAL VERSION---

Program: Remember to protect this form after you have entered the appropriate information (in highlighted areas) and before you post this document. Delete this instruction prior to posting.

[CDPHE Accessibility Statement and Support](#)

## Request For Applications Cover Sheet & Signature Page

<b>Date:</b> 00/00/0000	
<b>RFA Number:</b>	49960377
<b>CDPHE Contact:</b>	Marc Morgan <a href="mailto:Marc.morgan@state.co.us">Marc.morgan@state.co.us</a>  Sharon Liu <a href="mailto:sharon.liu@state.co.us">sharon.liu@state.co.us</a>
<b>Electronic Applications to:</b>	<a href="#">Request for Applications #49960377: Elevating Prevention in Colorado (EPIC) form</a>
<b>RFA Submission Deadline</b>	November 3, 2025 5:00 p.m. (Mountain Time) Caution: Applicants are responsible to ensure timely receipt.

**Elevating Prevention In Colorado (EPIC) RFA**  
Per the attached specifications, terms and conditions

<b>*F.E.I.N.</b>	
<b>DUNS:</b>	
<b>Authorized Signature:</b>	
<i>Original or electronic signature acknowledge acceptance of all terms and conditions of the solicitation.</i>	
<b>Typed/Printed Name:</b>	
<b>Title:</b>	
<b>Company Name:</b>	
<b>Address:</b>	
<b>City/State/Zip:</b>	
<b>Phone Number:</b>	



# COLORADO

Department of Public  
Health & Environment

Contact for Clarifications:	
Title:	
Phone Number:	
Email Address:	

**IMPORTANT:** The following information must be on the outside of the Application Packaging or referenced in the subject line if the application may be submitted electronically:

RFA # 49960377

Applicants are urged to read the solicitation document thoroughly before submitting an application. **THIS PAGE MUST BE COMPLETED, SIGNED AND RETURNED WITH RESPONSE**

This page intentionally left blank

## Statement of Work

### To Original Contract Number: XXX

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

[CDPHE Accessibility Statement and Support](#)

#### I. Entity Name: xxx ENTITY NAME xxx

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#### II. Project Description:

The Colorado Department of Public Health and Environment (CDPHE) serves Coloradans by providing high-quality, cost-effective public health and environmental protection services that promote healthy people in healthy places. The Prevention Services Division (PSD) works with public and private partners across Colorado to improve the health of all Coloradans. Within PSD, the Violence and Injury Prevention – Mental Health Promotion (VIP-MHP) Branch exists to coordinate state and local efforts toward mental health promotion, substance use prevention, and the prevention of death and disability in Colorado due to unintentional and intentional injuries through health policy, legislation, public awareness and education, training, assessments, and intervention programs. The Elevating Prevention In Colorado (EPIC) funding opportunity empowers communities to build a collective impact system to lead primary prevention substance use efforts that align with community needs.

The EPIC goal is to support communities by combining different funding sources at the state level to meet community needs through promotion and prevention to tackle the root causes and underlying reasons for substance use in Colorado. The vision of the EPIC Grant is to use funds designated for preventing substance use before it starts, to strengthen the ability of local communities to put into action a comprehensive strategy for preventing substance use. This involves adopting a Collective Impact approach, which includes utilizing frameworks like the Strategic Prevention Framework (SPF), Communities that Care (CTC), and the Centers for Disease Control (CDC) Policy Change Process, among others. EPIC also aims to reduce risk factors and increase protective factors that may contribute to or limit the progression of alcohol misuse through evidence-based prevention strategies and programs.

CDPHE will benefit from this project through documented process and outcome measures, recommendations for continuous quality improvement, and enhanced capacity among communities to align local decision making to Prevention Science. The state funding cycle for EPIC is a five-year grant cycle from July 1, 2026 to June 30, 2031.

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#### III. Definitions:

1. **Adverse Childhood Experiences (ACEs):** Specific types of potentially traumatic experiences that occur to people under the age of 18. The 10 core ACEs are divided into 3 categories: abuse (physical, sexual, and emotional/psychological), neglect (physical and emotional/psychological), and household dysfunction (substance abuse, mental illness, domestic violence, incarceration, and separation/divorce). ACEs have been linked to chronic health conditions and risky health behaviors, including substance use.
2. **Backbone Agency:** Stanford Social Innovation Review describes the key roles of a backbone agency as 1) Guiding vision and strategy; 2), Supporting aligned activities; 3)

- Establishing shared measurement practices, like prioritizing the risk or protective factors and how to evaluate the selected strategies; 4) Building public will; For example working with neighborhood partners to engage community members at the grassroots level 5) Advancing policy or systems change strategies; and 6) Mobilizing funding. For example: In order to mobilize funding for its partners, an organization based out of the Midwest is coordinating funds from diverse sources to support common priorities and strategies. More about backbone leadership skills and mindset can be found [here](#).
3. **Belonging:** The consistent and fair treatment of all people in ways that make them feel valued, respected, and supported. Belonging means ensuring that everyone has real opportunities to participate and thrive, while recognizing that people may face different barriers. This includes individuals and communities that have been underserved—such as people of color, members of religious minorities, LGBTQ+ individuals, people with disabilities, those living in rural areas, and others affected by persistent poverty or inequality. Understanding belonging also means paying attention to how different aspects of identity overlap. Fostering belonging requires recognizing those realities and creating conditions where every person can reach their fullest potential.
  4. **Build Capacity:** Increasing and strengthening the knowledge, skills, and resources of organizational staff, coalition, and community members to effectively address youth substance use and other behavioral and public health issues, and to achieve sustainable health improvements. Empowering community members to take ownership of health challenges and develop solutions that are relevant and effective for their community.
  5. **CDPHE:** Colorado Department of Public Health and Environment
  6. **The Center for Disease Control (CDC) Policy Change Process:** A five (5) step, systems change process to develop, implement, and evaluate policies that address public health problems in communities. See Systems Change below and read more about the CDC policy process and the five domains [here](#).
  7. **Coalition:** A formal arrangement for cooperation and collaboration between groups or sectors of a community. Each group retains its identity, but all agree to work together toward a common goal of building a safe, healthy, and drug-free community. Coalition intervention efforts can be categorized into providing information, enhancing skills, providing support, enhancing access/reducing barriers to prevention services, changing consequences, changing the physical design of the environment, and modifying or changing policies.
  8. **Coalition Members:** Coalition members include all participants of the organized group engaged in the SPF 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.

- 9. 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 Organized

Phase 3: Develop Community Profile

Phase 4: Create a Plan

Phase 5: Implement and Evaluate

- 10. Community Action Plan (CAP):** This comprehensive and community-wide action plan defines the community engagement process and actions that will be taken to identify the steps to be implemented and completed in meeting deliverables. 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 backbone agency, has decided to prioritize to reduce those risks or improve those protective factors. The plan is ideally a comprehensive prevention approach when it includes strategies and practices that cross the Socio-Ecological Model, including programs for individuals and families, policy improvements for organization and local governance, and efforts to shift the community norms.
- 11. 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.
- 12. Collective Impact:** A model which embraces the idea that no single organization can solve any major social problem by itself. It takes collaboration between all community members and sectors– including government, nonprofit, education, business, youth, and families – to achieve long-term measurable change.
- 13. Comprehensive Prevention:** An approach that includes prevention programs, practices and policies that are planned and implemented in a strategic, coordinated, and comprehensive manner. The prevention programs, practices, and policies that support and reinforce one another to produce stronger health-related outcomes for individuals, families, and communities.
- 14. Comprehensive Prevention System:** A prevention model that works best in small to mid-size communities where grassroots efforts are being made and community leaders

- can be engaged. This model includes leveraging a multi-sector coalition, pursuing policy and systems change initiatives, and implementing evidence-based prevention programs.
- 15. EPIC:** Elevating Prevention In Colorado
  - 16. FTE:** Full Time Equivalent staff.
  - 17. Evaluation Plan:** The Evaluation Plan includes a process evaluation which assesses core component or SPF activities across Grantees, and an outcome evaluation which assesses changes in risk and protective factors in state-level health outcomes.
  - 18. Evidence-Based:** Scientific research which indicates whether a program, practice, and policy has been shown to influence and/or change an outcome of interest.
  - 19. Grant Cycle:** The five-year period during which organizations receive funding through EPIC. The state funding grant cycle is July 1, 2026, through June 30, 2031. The term of the initial contract (Year 1) is July 1, 2026, through June 30, 2027 and may be renewed for four (4) additional one-year periods at the sole discretion of the State. The contract term will correlate with the five-year funding/grant cycle of FY 2027- FY 2031. However, renewals are contingent upon funds being appropriated, budgeted, and otherwise made available, and other contractual requirements, if applicable, being satisfied. At the sole discretion of the State, the dates of the contract may be modified.
  - 20. Grantees:** Communities funded as sub-recipients for the EPIC funding
  - 21. Geographic Area of Focus:** the boundaries of the community selected for intervention by the Contractor. Defined geographic boundaries support the evaluation in identifying data sources to monitor for outcome evaluation over time.
  - 22. Health Impact:** Health impact is the attainment of the highest level of health for all people. Achieving health impact requires valuing everyone equally with focused and ongoing societal efforts to address avoidable inequalities and the elimination of health and health care disparities. Behavioral health inclusion is the right to access quality health care for all populations. This includes access to prevention, treatment, and recovery services for mental and substance use disorders.
  - 23. Health Inclusion:** The consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities. Addressing issues of health inclusion should include an understanding of intersectionality and how multiple forms of perception impact individuals' lived experiences.
  - 24. HKCS:** Healthy Kids Colorado Survey
  - 25. Positive Youth Development:** An intentional, prosocial approach that engages youth within their communities, schools, organizations, peer groups, and families, in a manner that is productive and constructive. Positive Youth Development recognizes, utilizes, and enhances young people's strengths, and promotes positive outcomes for young people by providing opportunities, fostering positive relationships, and building on their leadership strengths.
  - 26. 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 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, programs, and practices 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.

- 27. Primary Prevention:** A public health strategy that aims to stop or delay the start of substance use. While individual education and choice are important, we recognize that where we live, work, learn, and play greatly impacts how healthy we are. Ensuring communities are safe, healthy, and supportive is critical to reducing substance use. Also see ‘upstream prevention’.
- 28. Professional Development:** Specialized training, formal or informal education, or advanced professional learning intended to help professionals improve their knowledge, competence, skill, and effectiveness.
- 29. Quarters:** Based on State Fiscal Year (FY) – July 1 to June 30
- i. Quarter 1 – July – September
  - ii. Quarter 2 – October – December
  - iii. Quarter 3 – January –March
  - iv. Quarter 4 – April - June
- 30. Shared Risk and Protective Factors:** Research from the CDC 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.
- 31. Strategic Prevention Framework (SPF):** [Strategic Prevention Framework \(PDF | 3.3 MB\)](#) (also available in [Spanish](#)) is used to guide communities’ prevention planning efforts. Studies show that adherence to the principles in the framework increases the likelihood that prevention efforts will focus on the substance use problems impacting the community, produce anticipated outcomes, reduce harmful behaviors, and keep communities healthier and safer.
- 32. 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.
- 33. Substance use/misuse:** substance use/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

- 34. Sustainability:** Effectively resourcing a collaboration (with people, processes, resource investments and focusing on impact) to have the power and capacity to continuously respond to identified community issues and create a lasting impact. Building and maintaining a collective or collaborative effort. Sustainability can include financial input but go beyond this to include factors associated with people, process, resource, and impact. Learn more about sustainability and see the sustainability self-assessment tool [here](#).
- 35. Systems Change:** Passing organizational or community (municipal or county) policies, changing the physical, social, and economic environment of how residents move through and experience their community, or shifting how organizational supports interact with each other. Some groups believe working on policies automatically leads to lobbying, so the term “systems” is meant to capture the broader types of formal and informal policies that can be changed. The systems/policy change process is well outlined by CDC in this [tool](#) and further explanation of systems change and impact to risk and protective factors can be read [here](#).
- 36. Upstream Prevention:** A Strategy that aims to prevent negative outcomes by addressing the underlying causes of health, injury, and death. It involves creating conditions that support people before they reach a crisis point.

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#### IV. Work Plan

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**Goal #1:** Create healthy, thriving, and resilient communities, by promoting mental health and preventing substance use/misuse through evidence-based programs, practices, and policies that are free from violence and injury.

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**Objective #1:** No later than the expiration date of this contract, start steps toward using prevention science to impact shared risk and protective factors in primary prevention regarding substance use/misuse in the lives of youth, young adults, and families in the geographic area of focus.

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**Primary Activity #1:** The Contractor shall perform start up activities following the SPF, or CTC Model, or the CDC Policy Change Process, etc. that leads to a collective impact approach to determine appropriate prevention strategies for the community.

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**Sub-Activity #1:**

1. The Contractor shall provide a project manager/coordinator that is one (1) FTE.
2. The Contractor shall provide an evaluation staff that is .50 FTE or greater.

3. The Contractor shall record a list of names of:
    - a. the individual assigned to one (1) FTE position
    - b. the individual assigned to .50 FTE position
    - c. any staff working on the grant
  4. The Contractor shall provide professional development opportunities to:
    - a. all staff working on the project and
    - b. all community partners working on the project
  5. The Contractor shall attend all required trainings and technical assistance meetings conducted by the CDPHE team or CDPHE's identified contractors.
  6. The Contractor shall define the parameters of the geographic area of focus.
  7. The Contractor shall attend meetings with CDPHE staff to discuss:
    - a. the project and
    - b. timelines
  8. The Contractor shall create a Community Profile that describes the project that can be used in:
    - a. publications,
    - b. reporting to federal and state agencies,
    - c. or press releases.
  9. The Contractor shall complete an annual CAP that includes:
    - a. community based processes,
    - b. education, and
    - c. environmental prevention strategies tied to using:
      - i. evidence based programs related to substance use prevention,
      - ii. evidence based practices related to substance use prevention, and
      - iii. evidence based policies related to substance use prevention.
  10. The Contractor shall complete the five-year Evaluation Plan.
  11. The Contractor shall complete a Sustainability Plan.
  12. The Contractor shall implement the following simultaneously:
    - a. CAP,
    - b. Evaluation Plan, and
    - c. Sustainability Plan.
  13. The Contractor shall implement prevention strategies by incorporating prevention best practices.
  14. The Contractor shall document changes quarterly to the CAP.
  15. The Contractor shall attend monthly meetings with CDPHE staff to:
    - a. provide an update on CAP progress
    - b. provide an update on the budget
    - c. identify any needs
-

**Primary Activity #2:** The Contractor shall facilitate a group of coalition members including youth that represent the geographic area of focus to develop capacity to drive decisions and outcomes that promote collective impact within their community to address substance use prevention.

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**Sub-Activity #2:**

1. The Contractor shall identify a backbone agency to implement the community coalition.
2. The Contractor shall use the [Six Elements of Effective Coalition](#) for community coalition building.
3. The Contractor shall have shared power amongst all participants within the community coalition.
4. The Contractor shall verify youth participation in the community coalition.
5. The Contractor shall use best practices when facilitating a diverse coalition using:
  - a. frameworks or
  - b. an evidence-based model.
6. The Contractor shall provide a list of middle school and high schools in the Contractor's geographic area of focus to CDPHE for the HKCS team to encourage focused recruitment of the schools to participate in HKCS.
7. The Contractor shall perform as a liaison linking Colorado University Anschutz HKCS staff to schools for recruitment for survey administration.
8. 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.
9. The Contractor shall provide professional development opportunities to:
  - a. support the community mobilizer knowledge for coalition member growth and sustainability
  - b. address primary prevention and prevention science.
10. The Contractor shall use tools and resources provided by CDPHE to facilitate coalition members through the chosen collective impact approach:
  - a. the SPF or CTC process
  - b. CDC Policy Change Process/Policy
  - c. Collective Impact
11. The Contractor shall build coalition members' capacity to implement primary prevention and prevention science approaches within the community.
12. The Contractor shall facilitate a minimum of one (1) coalition member meeting per month.
13. The Contractor shall distribute the following in advance to prepare for meetings:
  - a. community coalition members agendas
  - b. community coalition members resources
  - c. community coalition members updates
  - d. community coalition's goals and outcomes

14. The Contractor shall train coalition members to expand community outreach for collective impact.
15. The Contractor shall complete a Community Readiness Assessment to address substance use.
16. The Contractor shall complete a Community Needs Assessment.
17. The Contractor shall write a draft of a Community Strategic Plan to address prevention of substance use for the five-year grant cycle.
18. The Contractor shall use the state system of resources to assist in the development and implementation of substance use/misuse primary prevention services and systems.
19. The Contractor shall provide assistance in data collection activities (qualitative and quantitative) for all evaluation components and reporting requirements.
20. The Contractor shall use data results to implement quality improvements for the grant project.
21. The Contractor shall complete an Annual Report.

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**Primary Activity #3:** The Contractor shall implement a comprehensive prevention system for substance use that includes prevention programs, practices, and policies that are planned and implemented in a strategic, coordinated and comprehensive manner for youth, young adults, and families.

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**Sub-Activity #3:**

1. The Contractor shall determine evidence-based prevention programs, practices, and policies.
2. The Contractor shall provide training on chosen evidence-based programs, practices, and policies.
3. The Contractor shall determine if ACEs can be incorporated for individuals participating in programs.
4. The Contractor shall implement the chosen evidence-based programs, practices, and policies.
5. The Contractor shall update chosen evidence -based programs, practices, and policies. as needed.
6. The Contractor shall document any adaptations to chosen evidence-based programs, practices, and policies.

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**Standards and Requirements**

1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically

- during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.
2. The Contractor shall follow the chosen process of either the following throughout the grant cycle:
    - a. SPF,
    - b. CTC, or
    - c. the CDC Policy Change Process,
    - d. etc.
  3. CDPHE will provide the Contractor with a list of all required trainings
  4. CDPHE will provide the Contractor with a list of all evaluation activities
  5. CDPHE will provide the Contractor with a template or system to document implementation of:
    - a. specific surveys and data collection,
    - b. action steps, and
    - c. related evaluation measures.
  6. CDPHE will provide the Contractor with templates for:
    - a. CAP
    - b. Community Readiness Assessment
    - c. Community Needs Assessment
    - d. Community Strategic Plan
    - e. Sustainability Plan
    - f. Evaluation Plan
    - g. Annual Report
    - h. calendar with deliverable due dates
  7. CDPHE will work in collaboration with the Contractor to meet CAP activities and evaluation requirements.
  8. The Contractor shall provide CDPHE with all information on any adjustments made to the CAP or overall project quarterly.
  9. 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.
  10. The Contractor shall use the positive youth development in action rubrics (adult in addition to youth version) to build capacity in addition to evaluate effective youth involvement.
  11. The Contractor shall not disseminate any surveys in schools that collect health and shared risk or protective factor data similar to HKCS.
  12. The Contractor shall require staff to participate in professional development opportunities, including:
    - a. regional and grantee meetings
    - b. training
    - c. conferences with the focus on primary prevention and prevention science
  13. CDPHE will provide the Contractor with group facilitation skills in addition to tools to help guide the coalition members

14. The Contractor shall provide coalition member meetings with access to these items:
    - a. convenient location
    - b. meetings held at a convenient time that does not conflict with work and school schedules
    - c. available public transportation
    - d. childcare accessibility
    - e. interpretation needs
    - f. food
    - g. accessible facilities that are inclusive for all coalition members
  15. The Contractor shall, if applicable, reimburse coalition members for the coalition members' time and expertise if they participate outside of their employment or paid time.
  16. The Contractor shall provide language interpretation at coalition member meetings when there are non-English speaking community members participating.
  17. The Contractor shall assist in all data collection efforts to help with continuous quality improvement.
  18. The Contractor shall complete an Annual Report which includes:
    - a. a report on successes and challenges
    - b. interpretation of data
    - c. identified recommendations for quality improvement
  19. The Contractor shall use evidence-based programs, practices, policies when selecting approaches such as:
    - a. CTC for coalitions,
    - b. the CDC Policy Change Process,
    - c. LifeSkills for Education,
    - d. etc.
  20. Deliverables shall be submitted to the CDPHE staff via email.
  21. The Contractor shall comply with the [CDPHE nondiscrimination policy statement](#), which is incorporated and made part of this Contract by reference.
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**Expected Results of Activity(s)**

Develop and maintain a coalition with high-capacity groups of coalition members who are ready to drive decision-making throughout the community to support advancing health impact, reducing youth substance use in the coalition members' geographic area of focus by following prevention science with coalition members leading the following:

- a. 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
- b. select from a menu of proven or evidence-informed primary prevention strategies and programs, practices, and policies 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

- e. evaluate the impact of chosen strategies
- f. systems change in the community through collective impact

**Measurement of Expected Results**

- 1. CDPHE receives the annual CAP that includes community-based processes, education, and environmental prevention strategies tied to using evidence-based programs, practices, and policies related to substance use prevention.
- 2. CDPHE receives community coalition members agendas.

**Deliverables**

Description	Completion Date
<ul style="list-style-type: none"> <li>1. The Contractor shall submit a list of names of:                             <ul style="list-style-type: none"> <li>a. the individual assigned to one (1) FTE position</li> <li>b. the individual assigned to .50 FTE position</li> </ul> </li> <li>1. any staff working on the grant</li> </ul>	No later than six (6) months after the contract execution date.
<ul style="list-style-type: none"> <li>2. The Contractor shall submit a Community Profile.</li> </ul>	No later than six (6) months after the contract execution date.
<ul style="list-style-type: none"> <li>3. The Contractor shall submit the CAP.</li> </ul>	No later than 60 days after the contract execution date.
<ul style="list-style-type: none"> <li>4. The Contractor shall submit document changes made to the CAP.</li> </ul>	No later than 30 days after each quarter.
<ul style="list-style-type: none"> <li>5. The Contractor shall submit the Evaluation Plan.</li> </ul>	No later than June 30
<ul style="list-style-type: none"> <li>6. The Contractor shall submit the Sustainability and Plan.</li> </ul>	No later than June 30
<ul style="list-style-type: none"> <li>7. The Contractor shall submit the Community Readiness Assessment.</li> </ul>	No later than October 30
<ul style="list-style-type: none"> <li>8. The Contractor shall submit the Community Needs Assessment</li> </ul>	No later than January 31
<ul style="list-style-type: none"> <li>9. The Contractor shall submit a draft of the Community Strategic Plan.</li> </ul>	No later than June 30

Description	Completion Date
10. The Contractor shall submit data collected for evaluation	No later than 30 days after each quarter, not to exceed the expiration date of this contract.
11. The Contractor shall submit community coalition members agendas for each coalition meeting.	No later than monthly. Monthly meetings shall start no later than January.
12. The Contractor shall submit an Annual Report.	No later than June 30

**V. Monitoring**

CDPHE’s monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the assigned CDPHE staff. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include monthly progress meetings 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 time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the assigned CDPHE staff and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines 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 and Environment - Prevention Services Division**  
**Budget Template Instructions**

**General Instructions:**

The Budget Template should be used to explain how an entity plans to use PSD funds consistently with the proposed Statement of Work. The budget groups in the template are provided for guidance purposes only. Contractors are not required to address each budget group. Save this template with the following naming convention FY26\_PSD\_Annual\_Budget\_Program Name\_Agency Name\_Return. The information contained in each expenditure category helps PSD understand the budget. Please provide narrative for each. The form is an Excel worksheet that includes instructions in various cells that can be viewed by hovering the computer mouse over.

**Contact Information**

Complete the top portion of the form by providing Agency Name, Budget Period, Project Name, and Contact Information for both Contractor Name and Program Contact Name, Title, Phone and Email.

Enter agency's name  
 Enter budget/ project period dates  
 Enter the project name  
 Enter agency's program contact information here  
 Enter agency's fiscal contact information here  
 Enter contract or PO Number  
 Enter contract or PO number information here

**Personnel Services (Salaried Employees and Hourly Employees)**

It is expected that agency employees included in this section will complete all of the work related to the project/contract.

**Column B: Position Title**

Example 1: Project Coordinator (salaried)  
 Example 2: Project Administrator (hourly)

**Column C: Description of Work**

Use the "Description of Work" column of the budget template to address the role and expected contribution of budgeted

**Columns D-F (Salaried employees): Gross or Annual Salary / Fringe / Percent of Time on Project**

Enter the Gross or Annual Salary, Fringe, and the Percent of Time Spent on Project for each employee that will work on the project. For example: A full-time salaried employee is paid \$60,000 a year; their fringe benefits rate is 22%; they plan to spend

\$	60,000	*Gross Annual Salary
\$	22%	*Fringe %
\$	13,200	*Fringe (\$60,000 x 22%)
\$	73,200	*Annual Salary + Fringe (\$60,000 + \$13,200)
\$	100%	*Percent of Time on Project
\$	73,200	*Amount Requesting from CDPHE (automatically calculates)

\*Enter into the Budget Template

**Columns D-F (Hourly employees): Hourly Wage / Hourly Fringe / Number of Hours on Project**

Enter the Hourly Wage, Hourly Fringe and the Total # of Hours on Project than an employee will work on the project. This section may include temporary employees, if paid. For example: An hourly employee is paid \$15/hour with 25% fringe; their time on the project will be 20 hours/week for 39 weeks.

20 hours/week x 39 weeks = 780 hours  
 \$15/hour x 25% fringe = \$3.75/hour fringe  
 \$15/hour + \$3.75/hour = \$18.75/hr  
 \$18.75/hour x 780 hours = \$14,625

ENTER ON FORM:

\$	15.00	*Hourly Wage
\$	25%	*Fringe %
\$	3.75	*Hourly Fringe (\$15 x 25%)
\$	18.75	*Hourly Wage + Fringe (\$15.00 + \$3.75)
\$	780	*Total # of Hours on Project (20x 39 weeks)
\$	14,625	*Amount Requesting from CDPHE (automatically calculates)

\*Enter into the Budget Template

**Column G: Total Amount Requested from CDPHE**

This column should reflect the amount(s) the agency is requesting from CDPHE for each employee working on the project.

**Total Personnel Services (including fringe benefits)**

This row should show the totals for each column and reflect the total amount of Personnel Services costs the agency is requesting

**Supplies & Operating Expenses**

Supplies and operating expenses may include, but are not limited to, postage, office supplies, paid media, educational materials,

**Column B: Item**

This column should list the item to be used in support of the Statement of Work. Noted below are two examples  
 Example 1: Training Materials- Prevention materials for 225 participants for 5 communities  
 Example 2: Telephone lines/long distance and internet services

**Column C: Description of Item**

This is a description of the item(s) listed in Item Column. Use the Item Description Column to describe the rationale for the costs  
 Example 1: Includes work book and other necessary supplies. Work book = \$15/student (\$15x225=\$3,375) and teacher supplies

**Column E: Rate and Column F: Quantity**

Describe Rate in Column E and Quantity in Column F, if appropriate.  
 Example 1: work books and participant supplies

\$	15.00	225	45	community participants x 5 communities	9	sessions/days
\$	3,375.00	15.00		work book expense	\$	20.00
\$				total participant supplies	\$	180.00
\$		3,375.00		total participant supplies		
\$		180.00		total trainer supplies		
\$		3,555.00		*Total Amount Requested from CDPHE		

\*Enter into the Budget Template

Example 2: Internet/server access services and telephone services cost averages \$206.19 per person x 1 staff.

\$	206.19	*Rate
\$		1
\$	206.19	*Quantity
\$		
\$	206.19	Total Amount Requested from CDPHE

\*Enter into the Budget Template

**Column G: Total Amount Requested from CDPHE**

This column should reflect the amount(s) the agency is requesting for each supply item.

**Total Supplies & Operating Expenses**

This row should total the Supplies & Operating Expenses the agency is requesting from CDPHE. This is a formula and does not

**Travel**

This expenditure category should include all in-state and out-of-state travel expenses. Conferences, training and out-of-state

**Column B: Item**

List the item in this column: i.e., mileage, lodging, meals, airfare, etc.

**Column C: Description of Item.**

This section should describe the necessity and reasonableness of all estimated travel costs. Indicate the project personnel who will

**Column E: Rate and Column F: Quantity**

Describe Rate in Column E and Quantity in Column F, if appropriate.

Example 1: Mileage  
 Description of Item: Program Coordinator traveling to 4 outlier communities and other metro meetings, as needed by the grant.

\$	0.58	Rate
\$	1200	Quantity (960+240 = # of miles)

Example 2: Meals during Prevention training sessions

\$	50.00	Rate (\$40 per diem)
\$	16	Quantity (# of days)

Example 3: Lodging during training

\$	149.00	Rate
\$	16	Quantity (# of days)

**Column G: Total Amount Requested from CDPHE**

This column should reflect the amount(s) the agency is requesting from CDPHE for each travel line.

**Total Travel Expenses**

This row should total Travel Expenses the agency is requesting from CDPHE. This is a formula and does not require manual entry.

**Contractual (payments to third parties or entities)**

This category should describe costs for subcontractors (persons not employed by the agency) needed to complete work on the

**Column B: Item**

List the name of subcontractor  
 Example 1: ABC Training, Inc.

**Column C: Description of Item**

Example 1: Project Prevention Project Train the Trainer  
 A contractor will be hired to conduct Prevention Project Training for 2 days with up to 15 participants from 5 community centers.

**Column E: Rate and Column F: Quantity**

Describe Rate in Column E and Quantity in Column F, if appropriate.

Describe rate in this column if appropriate.

Example 1: trainer expenses will be \$2,000/session.  
 Rate: \$2,000

For example, ONE training session necessary

Quantity: 1  
 Total = \$2,000 (\$2,000 x 1)

**Column G: Total Amount Requested from CDPHE**

This column should reflect the amount(s) the agency is requesting from CDPHE for each subcontractor.

**Total Contractual**

This row should reflect the total amount of Contractors/Consultants costs the agency is requesting from CDPHE. This is a formula

**Sub-Total Direct Costs**

This row is the sub-total of all Direct Costs the agency is requesting for this project (Personnel Services, Contractual, Travel and

**Modified Total Direct Costs (MTDC) per OMB 2 CFR § 200**

Modified Total Direct Costs are calculated by subtracting certain expenses from the Sub-Total Direct Costs. This is calculated when

\*Subawards in excess of \$50,000. Includes any dollar amount above \$50,000 for one contractor.

2 CFR § 200.92 - Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out

\*Rent: Include rent if billed under Operating as a direct expense.

\*Equipment: Include equipment over \$10,000 or with a long term lease.

\*Other Unallowable Expenses: Includes such items as participant support costs (e.g., gift cards or stipends), tuition remission,

**NOTE: You do not need to calculate Modified Total Direct Costs if your negotiated indirect rate is based solely on salaries and**

**Indirect Costs**

Indirect costs will be paid according to the correct indirect rate calculation and indirect basis. Any non-federal entity (including a

contractor) must provide indirect costs that are not directly accountable to a cost object. Indirect costs may be either fixed or variable. Indirect

Costs by Item

Indirect Types are listed.

**Column C: Description of Item**

Type in the indirect basis as the description in the row aligning with the type of indirect rate that your agency has (e.g., Federally-

**Column F: Percentage**

Enter the percentage that applies. The dollar amount will auto calculate.

**TOTAL**

This row should be the TOTAL of all expenses, including Indirect Costs that the agency is requesting for the entire contract to



**COLORADO**  
Department of Public  
Health & Environment

**PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM**

Original Contract Routing #

<b>Contractor Name</b>	Gunnison County	<b>Program Contact Name, Title, Phone and Email</b>	Emily Mirza, GCSAPP Program Manger, 970-642-7396, emirza@gunnisoncounty.org
<b>Budget Period</b>	July 1, 2026 - June 30, 2027	<b>Fiscal Contact Name, Title, Phone and Email</b>	Jody Wise, Accountant, 970-641-7679, jwise@gunnisoncounty.org
<b>Project Name</b>	Gunnison County Substance Abuse Prevention Project (GCSAPP)	<b>Contract (CT or PO) Number</b>	

**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
GCSAPP Program Manager/Community Mobilizer	This position is responsible for coordinating and implementing the CTC project with fidelity, including Coalition 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; coordinating environmental & systems change strategies; budget management; coalition staff oversight. 1 FTE	107,802.00	25,286.00	100.0%	133,088.00
					-
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					-
					-
					-

**Personal Services Hourly Employees**

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Data Coordinator	Oversees evaluation requirements. Leads qualitative and quantitative data collection efforts. .875 FTE (57% on the project)	43.00	10.00	1040.0	55,120.00
Prevention Program Coordinator	Ensures the coalition is practicing PYD and youth engagement strategies to fidelity. Assisting with social development opportunities, safe spaces for youth, youth groups, youth coalition, and supporting with evidenced-based strategies. Supports the community mobilizer with key leader board meetings, coalition meetings and strategy subgroups including managing contact lists, agendas, communication through social media and website, and logistics. 1 FTE (25% on the project)	36.46	8.96	520.0	23,618.40

Social Emotional Learning Coordinator	This position is responsible for supporting with the implementation of evidenced-based programs for youth and adults. They support collaboration with the Gunnison Watershed School District. Support with capacity building and equity trainings for the community board and key leader board. .875 FTE (22.8% on the project)	37.92	12.83	416.0	21,112.00
Community Advocate	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 of the GCSAPP strategic plan. Supports with implementation of evidenced-based programs. .75 FTE (33% on the project)	36.75	16.45	520.0	27,664.00
Cultural Community Educator	Increases equitable communication, translates documents for community meetings and protective/risk factor strategies, and interprets at coalition meetings and trainings. Engages the Hispanic population and supports the youth coalition. .75 FTE (16% on the project)	32.15	9.10	260.0	10,725.00
Youth Advisor	This position is a youth age 18-25 who supports by bringing youth voice to the coalition. Supports the strategic plan by choosing a strategy to help implement. (10 hrs a month)	25.00	4.47	120.0	3,536.40
					-
					-
					-
					-
					-
					-
<b>Total Personal Services (including fringe benefits)</b>					<b>274,863.80</b>
<b>Supplies &amp; Operating Expenses</b>					
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE	
Computer & Phone	\$1500 pre computer and \$500 per phone 2 FTE.	2,000.00	2.0	4,000.00	
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	12.00	600.00	
Training Costs	Four trainings to ensure coalition capacity building including collective impact, environmental & systems change, Risk & Protective Factors, Social Determinants of Health, PYD, SDS, ACEs, prevention topics & evidenced-based strategies. Trainer fees and materials.	500.00	4.00	2,000.00	
Participant Support Costs	Incentives to acknowledge community member (parent, youth, or community member) time and expertise to contribute to the goals of the coalition. \$25 per person x 15 persons x 12 events. ***exclude from indirect	25.00	180.00	4,500.00	
Advertising and Promotional Costs	Costs for informing and educating the community about risk and protective factors and ways to support youth. \$200/mo. Based on cost of monthly newspaper ads and youth coalition promotional costs.	200.00	12.00	2,400.00	
Meeting Supplies	Meals and supplies for in person youth and adults coalition meetings, subgroup meetings and evidenced-based parenting classes. 25 people x 16 meetings x \$18/ person	400.00	18.00	7,200.00	
Office Supplies	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. \$50/month.	50.00	12.00	600.00	
Conference Registration - staff	Conference registration for key staff to increase education on prevention science, risk and protective factors, coalition building, environmental & systems change strategies and evidenced-based programs.	7.00	400.00	2,800.00	

4.46

Conference Registration - coalition members (participant support cost)	Conference registration for two key leaderboard or community board members to increase education on prevention science, risk and protective factors, coalition building, environmental & systems change strategies and evidenced-based programs. ***exclude from indirect	2.00	400.00	800.00
Evidenced-Based Program Costs	Training fees and materials to implement evidenced based programs including parenting courses such as Guiding Good Choices, Social Emotional Curriculum, and youth programs such as Sources of Strength.	1.00	3,000.00	3,000.00
				-
				-
				-
<b>Total Supplies &amp; Operating</b>				<b>27,900.00</b>
<b>Travel</b>				
<b>Item</b>	<b>Description of Item</b>	<b>Rate</b>	<b>Quantity</b>	<b>Total Amount Requested from CDPHE</b>
Mileage - staff	Mileage, paid at the IRS mileage rate of \$0.70 per mile for key staff. This includes 2 trips to Denver to attend training and 2 Rural Resort Meetings (400 miles RT x .70 x 4)	0.70	1600.0	1,120.00
Lodging - Staff	Lodging for key staff to attend 1 training in Denver (2 nights X \$195 per night x 4 rooms) and 2 Rural Resort Community Meetings (2 nights @ \$195 per night x 4 rooms)	195.00	16.00	3,120.00
Lodging - Coalition Members (participant support cost)	Lodging for key leader board and coalition members to attend 1 training in Denver (2 nights X \$195 per night x 2 rooms) and 2 Rural Resort Community Meetings (2 nights @ \$195 per night x 2 rooms) ***exclude from indirect	195.00	8.00	1,560.00
Meals - Staff	Meal estimate based on GSA per diem rates for most of Colorado (2 travel days @ \$41 + 1 full day @ \$81 x 8 staff)	1,304.00	1.00	1,304.00
Meals - Coalition Members (participant support cost)	Meal estimate based on GSA per diem rates for most of Colorado (2 travel days @ \$41 + 1 full day @ \$81 x 2 coalition members x 2 trips) ***exclude from indirect	652.00	1.00	652.00
				-
				-
				-
				-
				-
				-
				-
<b>Total Travel</b>				<b>7,756.00</b>
<b>Contractual</b>				
<b>Subcontractor Name</b>	<b>Description of Item</b>	<b>Rate</b>	<b>Quantity</b>	<b>Total Amount Requested from CDPHE</b>
Gunnison Valley Mentors (GVM)	GVM Evaluation & Data Manager to provide time and expertise dedicated to supporting collective impact through shared measurements with GCSAPP and evaluation of evidenced-based programs including mentoring. 5/hrs. wk.	35.50	260.0	9,230.00
Gunnison Valley Mentors (GVM)	GVM Director to provide time and expertise to support PYD and SDS efforts for youth, increase equitable engagement with underserved populations, support with facilitation of youth coalition, sit on key leader board, support with collective impact, and oversight of evidenced-based programs including mentoring. 10/hrs. wk.	45.00	520.0	23,400.00
Gunnison Valley Mentors (GVM)	GVM Senior Case Manger has 20 years experience providing direct services to mentoring partnerships. Recruits, screens, trains and supervises both volunteer and paid mentors, schedules family intakes from referrals, makes, manages, and tracks partnerships per evidence-based, quality mentoring program standards and represents GVM in community partnerships focused on holistic services for youth and families. 10/hrs. wk.	39.00	520.0	20,280.00

Gunnison Valley Mentors (GVM)	GVM PLUS Mentor is a paid mentor matched one-to-one with a caseload of highest risk youth and provide nonclinical, therapeutic mentoring and academic support. 20/hrs. wk.	24.00	1040.0	24,960.00
Evidenced-Based Program Facilitation & Childcare	Facilitator cost for evidenced parenting courses such as Guiding Good Choices in English and Spanish. Child care facilitator costs for parenting courses. 2 course x \$1,500 per course.	2.00	1500.0	3,000.00
				-
				-
				-
				-
<b>Total Contractual</b>				<b>80,870.00</b>
<b>SUB-TOTAL OF DIRECT COSTS</b>				<b>391,389.80</b>
Less: Expenses per OMB 2 CFR 200				
	Subcontractor in excess of \$50,000			\$27,870.00
	Rent			\$-
	Equipment in excess of \$10,000			\$-
	Other Unallowable expenses			\$7,512.00
	<b>Total Expenses per OMB 2 CFR 200</b>			<b>\$35,382.00</b>
<b>Modified Total Direct Costs (MTDC)</b>				<b>\$356,007.80</b>
<b>Indirect</b>				
<b>Item</b>	<b>Description of Item</b>	<b>Percentage</b>	<b>Total Amount Requested from</b>	
Federally-Negotiated Indirect Cost Rate				-
CDPHE-Negotiated Indirect Cost Rate				-
De minimis Indirect Cost Rate*		5%		17,800.39
<b>Total Indirect</b>				<b>17,800.39</b>
<b>TOTAL</b>				<b>409,190.19</b>

this is per individual subcontract

i.e participant support costs, tuition, etc.

add or subtract cents to this row's calculation to ensure total amount is correct dollar amount

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Intergovernmental Agreement for Fiscal year 2024 S

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This is the agreement that will allow for the Town to expend County SS4A funding on safety improvements.

**Fiscal Impact:**

**Submitted by:** Martin Schmidt

**Submitter's Email Address:** mschmidt@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 10/15/2025

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 10/16/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 10/16/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/16/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/21/2025

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**INTERGOVERNMENTAL AGREEMENT FOR  
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT**

**THIS INTERGOVERNMENTAL AGREEMENT (“IGA”)** made effective on this 6<sup>th</sup> day of October, 2025, between the **COUNTY OF GUNNISON** and the **TOWN OF CRESTED BUTTE** (individually “Party” and collectively “Parties”), all of which are political subdivisions of the State.

**RECITALS**

**WHEREAS**, pursuant to the Colorado Constitution, Article XIV, Section 18(2.a.) and C.R.S.29-1-201, et seq., the State of Colorado and any of its political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, provided that such cooperation or contracts are authorized by each Party thereto with the approval of its legislative body; and

**WHEREAS**, the County of Gunnison and the Town of Crested Butte desire to enter into this IGA to allocate Fiscal Year 2024 Safe Streets and Roads for All Grant (“Grant”) funding and expenditures between the Parties; and

**WHEREAS**, the Parties deem such an IGA to be in the best interests of their inhabitants;

**NOW, THEREFORE**, the Parties in consideration of the agreements and covenants set forth herein; do hereby enter into this IGA for the provision of delineation of funding and expenditures under the Grant:

**SECTION I  
TERM OF AGREEMENT**

THE TERM of this IGA shall commence with mutual execution of this agreement and be for a period matching the duration of the subject Grant Agreement, unless otherwise terminated in accordance with Section III below.

**SECTION II  
SAFE STREETS AND ROADS FOR ALL GRANT**

The County of Gunnison, with the help of the Town of Crested Butte, applied for and was awarded funding from the Grant from the Federal Highway Administration. The Town projects and improvements within, and immediately adjacent, their jurisdiction that will benefit from the funding from the Grant.

The list of projects and supplemental estimated budget for Grant projects within the Town are as found in **Exhibit A** to this IGA. The Fiscal Year 2024 Safe Streets and Roads for All Grant Agreement with Federal Highways shall be

**Exhibit B** once executed. The Fiscal Year 2024 Safe Streets and Roads for All Grant Terms and Conditions shall be **Exhibit C**. The Fiscal Year 2024 Safe Streets and Roads for All Grant Exhibits shall be **Exhibit D**.

Grant funds shall be disbursed only through reimbursement requests approved and funded by the Federal Highways Administration. Project update narratives and reimbursement requests shall be provided quarterly. The grant fund sub-recipient is responsible for all documentation and meeting federal requirements. Each project is bound to the allocated Total Project Costs in Exhibit A. There are no additional funds and expenditures in excess of the agreement amount will be the sub-recipient's responsibility. Projects that come in under budget will require a contract amendment with the Federal Highway Administration and the funds will be reallocated based on that amendment.

Gunnison County is the fiscal agent and awardee of the Grant.

### **SECTION III MISCELLANEOUS**

- a. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** The Parties hereto understand and agree that the Parties are relying upon, and have 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 IGA is, or shall be construed to be, a waiver, in whole or part, by the Parties of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.
- a. **No Third-Party Rights.** This IGA does not and shall not be deemed to confer upon or grant to any third-party any right enforceable at law or equity arising out of any term, covenant, or condition herein or the breach thereof.
- b. **Governing Law and Venue.** This IGA shall be governed by the laws of Colorado. Venue and jurisdiction for any dispute arising from or out of this IGA shall lie with the District Court in and for the County of Gunnison, State of Colorado.
- c. **Amendments.** This IGA contains the entire agreement between the Parties on the subject set forth herein. Any amendment of this IGA shall be made only by written agreement duly authorized by each Party. No modification or waiver of this IGA or any covenant, condition or provision contained herein shall be valid unless in writing and duly executed by all Parties.
- d. **Authority to Enter IGA.** The signatories to this IGA affirm that they are authorized to enter into and execute this IGA, and all necessary actions, notices, meetings and/or hearings pursuant to any law required to authorize its execution of this IGA have been taken, held or made.

- e. Non-abridgement Of Powers. Nothing in this IGA, or any determination made by the Parties, is or shall be construed to abridge, limit, constrain, preempt or curtail whatsoever any authority of any or all the Parties.
- f. TERMINATION. Either Party shall have the right to terminate this IGA at any time, with or without cause, upon thirty (30) days prior written notice to the other.
- g. Notices. Referrals made under the terms of this IGA shall be sent to the Parties' representatives as follows:

ENTITY:

REPRESENTATIVE:

Gunnison County

County Manager  
200 E. Virginia Ave.  
Gunnison, CO 81230

With copy to:  
Gunnison County Attorney  
200 E. Virginia Avenue  
Gunnison, CO 81230

Town of Crested Butte

Town Manager  
PO Box 39  
507 Maroon Ave.  
Crested Butte, CO 81224

**IN WITNESS WHEREOF** the Parties hereto agree to the foregoing IGA.

**APPROVED** on \_\_\_\_\_, 2025 by the Gunnison County Board of County Commissioners.

COUNTY OF GUNNISON  
STATE OF COLORADO

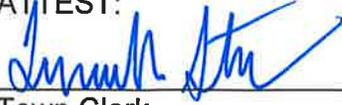
ATTEST:

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Laura Pucket-Daniels, Chairperson

APPROVED on October 6, 2025 by the Crested Butte Town Council.

ATTEST:

  
\_\_\_\_\_  
Town Clerk

TOWN OF CRESTED BUTTE

  
\_\_\_\_\_  
Ian Billick, Mayor

**Exhibit A**

	<b>SS4A Federal Funds</b>	<b>SS4A Non-Federal Match</b>	<b>Total Project Costs</b>
<b>SH 135 and Red Lady Avenue</b>	\$ 2,224,800.00	\$ 556,200.00	\$ 2,781,000.00
<b>Minor Rd Stop Control to Roundabout</b>	\$ 2,224,800.00	\$ 556,200.00	\$ 2,781,000.00

**Exhibit B**

# Exhibit B

1. **Federal Award No.**  
693JJ32540753
2. **Effective Date**  
See No. 16 Below
3. **Assistance Listings No.**  
20.939
4. **Award To**  
County of Gunnison  
200 East Virginia Avenue  
Gunnison, CO 81230  
  
Unique Entity Id.: NSN9FAGKEDJ9  
TIN No.: 84-6000770
5. **Sponsoring Office**  
U.S. Department of Transportation  
Federal Highway Administration  
Office of Safety  
1200 New Jersey Avenue, SE  
HSSA-1, Mail Drop E71-117  
Washington, DC 20590
6. **Period of Performance**  
Effective Date of Award – 60 months
7. **Total Amount**

Federal Share:	\$15,265,600
Recipient Share:	\$3,816,400
Other Federal Funds:	\$0
Other Funds:	\$0
Total:	\$19,082,000
8. **Type of Agreement**  
Grant
9. **Authority**  
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117-58, November 15, 2021)
10. **Procurement Request No.**  
HSA250337PR
11. **Federal Funds Obligated**  
Base Phase: Preliminary Design/NEPA:  
\$13,290
12. **Submit Payment Requests To**  
See Article 5.
13. **Accounting and Appropriations Data**  
15X0176E50.0000.055SR50500.5592000000  
.41010.61006600
14. **Description of the Project**  
This project will implement safety improvements along SH 135 Corridor that includes roundabouts, guardrail, signage, sidewalk, pedestrian underpass, rumble strips, transit bus pullouts, and intersections improvements. The project will also make upgrades to Gunnison Valley's emergency service provider capabilities.

## RECIPIENT

### 15. Signature of Person Authorized to Sign

  
Signature \_\_\_\_\_ Date 9/11/25

Name: Matthew Birnie

Title: Gunnison County Manager

## FEDERAL HIGHWAY ADMINISTRATION

### 16. Signature of Agreement Officer

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Name: Hector R. Santamaria

Title: Agreement Officer

**U.S. DEPARTMENT OF TRANSPORTATION**

**GRANT AGREEMENT UNDER THE  
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the Gunnison County (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Gunnison Valley SH 135 Comprehensive Safety Package.

The parties therefore agree to the following:

**ARTICLE 1  
GENERAL TERMS AND CONDITIONS**

**1.1 General Terms and Conditions.**

- (a) In this agreement, "General Terms and Conditions" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("SS4A") Grant Program," dated March 17, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2024." Articles 7-33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2  
APPLICATION, PROJECT, AND AWARD**

**2.1 Application.**

Application Title: Gunnison Valley SH 135 Comprehensive Safety Package

Application Date: 05/16/2024

**2.2 Award Amount.**

SS4A Grant Amount: \$15,265,600

**2.3 Federal Obligation Information.**

Federal Obligation Type: Multiple

<b>Obligation Condition Table</b>		
<b>Phase the Project</b>	<b>Allocation of the SS4A Grant</b>	<b>Obligation Condition</b>
Base Phase (Preliminary engineering & NEPA for all work locations)	\$13,290	

**Obligation Condition Table**

<b>Phase the Project</b>	<b>Allocation of the SS4A Grant</b>	<b>Obligation Condition</b>
Phase I: Final Design, Right-of-Way, and Utility Relocation	<b>Total:</b> <b>\$1,329,000</b>	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until:
SH 135 Corridor Improvements	\$245,040	(1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) ("NHPA"), and any other applicable environmental laws and regulations have been met; and
SH 135 and US 50 (Main and Tomichi) & SH 135 and Cement Creek	\$760,560	(2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and
SH 135 and Brush Creek Road & SH 135 and Red Lady & Post Crash Emergency Services	\$323,400	(3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA's notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement.
		Extent of activities that are permissible before NEPA is complete are those activities constituting "preliminary design" as specified in FHWA Order 6640.1A.

<b>Obligation Condition Table</b>		
<b>Phase the Project</b>	<b>Allocation of the SS4A Grant</b>	<b>Obligation Condition</b>
Phase 2: Total Construction Cost	<b>Total</b> <b>\$13,923,310</b>	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of an Implementation Project unless and until:
SH 135 Corridor Improvements	\$2,202,910	(1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) ("NEPA"), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) ("NHPA"), and any other applicable environmental laws and regulations have been met; and
SH 135 and US 50 (Main and Tomichi) & SH 135 and Cement Creek	\$2,658,234	(2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and
SH 135 and Brush Creek Road & SH 135 and Red Lady & Post Crash Emergency Services	\$9,062,166	(3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA's notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement.
		Extent of activities that are permissible before NEPA is complete are those activities constituting "preliminary design" as specified in FHWA Order 6640.1A.

**2.4 Budget Period.**

Base Phase Budget Period: Effective Date of Award to 9/30/2027

Option Phase 1 Budget Period: Reserved

Option Phase 2 Budget Period: Reserved

**2.5 Grant Designation.**

Designation: Implementation

## ARTICLE 3 SUMMARY PROJECT INFORMATION

### 3.1 Summary of Project's Statement of Work.

The project will be implemented in three phases. In alignment with the Gunnison Valley Comprehensive Safety Action Plan, this project will implement safety interventions including center and edge-line rumble strips along CO 135, extend guardrails, speed-limit modifications, sidewalk enhancements, installation of roundabouts, a pedestrian underpass, transit bus pullouts, and upgrades to the Valley's emergency service providers post-crash response capabilities. These projects will leverage investments into multimodal transportation and affordable housing to boost safety for all roadway users, but especially pedestrians of all mobility levels, bicyclists, and transit riders; mitigate congestion and boost traffic efficiency at key intersections; improve the accessibility and efficiency of transit and its connection to workforce and affordable housing; facilitate low and no cost connections to job opportunities to promote economic opportunity for low and moderate income populations; and reduce greenhouse gas and pollutant emissions in support of climate sustainability and public health.

The project consists of six distinct components. Each component will have separate deliverable timelines and NEPA components. The six components are:

- **Sh135 Corridor Improvements**

Install edge-line rumble strips, centerline rumble strips, dynamic/variable speed limits message signs, guardrails and sidewalk at selected locations.

- **SH135 & US50 (Main and Tomichi)**

Install curb extensions, adjust intersection geometry, curb radii, traffic signal, crosswalks, ADA ramps, etc. at the intersection.

- **SH135 and Cement Creek Road**

- **Install intersection improvements at this location. SH135 & Brush Creek Road**

Install intersection improvements at this location., provide bus and trail enhancements by installing an underpass.

- **SH135 and Red Lady Avenue**

Install intersection improvements at this location.

- **Post Crash Emergency Services**

The purchase of software and installation of additional radio capabilities to improve post-crash outcomes including a radio tower.

**Base Phase: Pre-NEPA:** This work will consist of completing the preliminary design of all six components and obtaining NEPA clearances. Because the effort of completing the NEPA documents varies from one component to another component, three separate NEPA clearances are expected.

**Phase 1 – Final Design, Right-Of-Way acquisition and Utility Relocation if needed, PS& E package preparation and or Software selection:**

- SH135 Corridor Improvements component.
- SH135 & US50 improvements component, and SH135 & Cement Creek Road component.

- SH135 & Brush Creek Road component, SH135 & Red Lady Avenue component and Post Crash Emergency Service component.

**Phase 2 – Construction**

- Constructing SH135 Corridor Improvements
- Constructing SH135 & US50 and SH135 & Cement Creek Road intersection improvements
- Constructing SH135 & Brush Creek Road intersection, SH135 & Red Lady Avenue intersection and purchasing software and installation of additional radio capabilities to improve Post Crash Emergency Services component.

**3.2 Project’s Estimated Schedule.**

**Implementation Schedule (Construction)**

<b>Milestone</b>	<b>Schedule Date</b>
Planned NEPA Completion Date (SH135 Corridor)	10/1/2026
Planned NEPA Completion Date (SH135 & US50, SH135 & Cement Creek Rd)	7/1/2027
Planned NEPA Completion Date (SH135 & Brush Creek Road, SH135 & Red Lady Ave., Post Crash Emergency Services)	10/1/2025
Planned Construction Substantial Completion and Open to Public Use Date (SH135 Corridor)	12/31/2029
Planned Construction Substantial Completion and Open to Public Use Date (SH135 & US50)	4/30/2030
Planned Construction Substantial Completion and Open to Public Use Date (SH135 & Cement Creek Rd)	4/30/2030
Planned Construction Substantial Completion and Open to Public Use Date (SH135 & Brush Creek Rd)	12/31/2027
Planned Construction Substantial Completion and Open to Public Use Date (SH135 & Red Lady Avenue)	12/31/2027
Planned Construction Substantial Completion and Open to Public Use Date: (Post Crash Emergency Services System)	6/30/2028
Planned SS4A Final Report Date:	4/30/2030

**3.3 Project’s Estimated Costs.**

**(a) Eligible Project Costs**

<b>Eligible Project Costs</b>	
SS4A Grant Amount:	\$15,265,600
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$3,816,400
In-Kind Match:	\$0
Other Funds:	\$0
<b>Total Eligible Project Cost:</b>	<b>\$19,082,000</b>

(b) Cost Classification Table – For Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

<b>Cost Classification</b>	<b>Total Costs</b>	<b>Non-SS4A Previously Incurred Costs</b>	<b>Eligible Costs</b>
Land, structures, rights-of-way, appraisals, etc.	\$16,612		\$16,612
Architectural and engineering fees	\$1,661,250		\$1,661,250
Construction	\$17,404,138		\$17,404,138
<b>Project Total</b>	<b>\$19,082,000</b>		<b>\$19,082,000</b>

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

**ARTICLE 4**

**CONTACT INFORMATION**

**4.1 Recipient Contact(s).**

Matthew Birnie  
 County Manager  
 200 East Virginia Avenue Gunnison Colorado  
 970-641-0248  
 mbirnie@gunnisoncounty.org

#### 4.2 Recipient Key Personnel.

Name	Title or Position
Martin Schmidt	Assistant County Manager for Public Works mschmidt@gunnisoncounty.org

#### 4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager  
Federal Highway Administration  
Office of Safety  
HSSA-1, Mail Stop: E71-117  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
202-366-2822  
[SS4A.FHWA@dot.gov](mailto:SS4A.FHWA@dot.gov)

and

Agreement Officer (AO)  
Federal Highway Administration  
Office of Acquisition and Grants Management  
HCFA-42, Mail Stop E62-310  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
[HCFASS4A@dot.gov](mailto:HCFASS4A@dot.gov)

and

Division Administrator – Colorado  
Agreement Officer's Representative (AOR)  
12300 W. Dakota Avenue, Suite 180  
Lakewood, CO 80228  
[CO-DIV@dot.gov](mailto:CO-DIV@dot.gov)

and

Ajin Hu  
FHWA Colorado Division Office Lead Point of Contact  
Grants Program Manager & Region 2 Area Engineer  
12300 W. Dakota Avenue, Suite 180  
Lakewood, CO 80228  
(720) 963-3071  
[ajin.hu@dot.gov](mailto:ajin.hu@dot.gov)

and

Julian Gonzalez  
FHWA Colorado Division Office  
Program & Project Delivery Team Leader  
Area Engineer, Region 3

12300 W. Dakota Avenue, Suite 180  
Lakewood, CO 80228  
(720) 963-3009  
[julian.gonzalea@dot.gov](mailto:julian.gonzalea@dot.gov)

## ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

### 5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

#### SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "AO") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

### 5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.

- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

## **ARTICLE 6 SPECIAL GRANT TERMS**

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of an Implementation Grant agrees to update its Action Plan within two years of the date of this agreement to: align with all Comprehensive Safety Action Plan components in Table 1 of the SS4A FY 2024 NOFO corresponding with any “no” responses in the Self-Certification Eligibility Worksheet; ensure that the Action Plan’s safety focus includes all road users, including pedestrians, bicyclists, and motor vehicle safety; and ensure that the Action Plan was last updated not more than three years prior.
- 6.5** The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.
- 6.6** The Government’s execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.
- 6.7** Pursuant to the court’s preliminary injunction order in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition\* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as “Plaintiff State Entities”), or otherwise rescind,

withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

\*The challenged immigration enforcement condition:

“[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.”

**6.8** There are no other special grant requirements

**ATTACHMENT A  
PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** CO 135 Corridor from CO 50 to Elk Avenue

**Baseline Measurement Date:** 11/1/2025

**Baseline Report Date:** 2/1/2026

**Table 1: Performance Measure Table**

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency and Reporting Deadline</b>
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Annually and within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Outcomes and Benefits	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)	Within 120 days after the end of the period of performance

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency and Reporting Deadline</b>
Outcomes and Benefits	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

**ATTACHMENT B  
CHANGES FROM APPLICATION**

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

**Scope:** No Changes

**Schedule:** Due to the delay in contracting compared to the submittal, the schedule has been pushed back by a 2 Quarters. Additionally, project delivery timelines are becoming more clear as the projects near implementation and the timing is more accurate now than in the grant application submittal. The multiple deliverables are staggered to ensure adequate oversight and a high-quality product that aligns with the funding capabilities of the county and its partners. The schedule revisions reflect the new schedule and maintain the 60-month delivery window for the awarded funds.

The table below compares the Project milestone dates.

<b>Milestone</b>	<b>Application</b>	<b>Agreement</b>
Planned Construction Substantial Completion and Open to Public Use Date (SH135 Corridor)	06/30/2027	12/31/2029
Planned Construction Substantial Completion and Open to Public Use Date: (Post Crash Emergency Services System)	12/31/2026	06/30/2028
Planned Construction Substantial Completion and Open to Public Use Date (SH135 & US50)	12/29/2028	4/30/2030
Planned Construction Substantial Completion and Open to Public Use Date (SH135 & Cement Creek Rd)	12/29/2028	04/30/2030
Planned Construction Substantial Completion and Open to Public Use Date (SH135 & Brush Creek Rd)	03/31/2027	12/31/2027
Planned Construction Substantial Completion and Open to Public Use Date (SH135 & Red Lady Avenue)	12/31/2027	12/31/2027

**Budget:** No Changes

The table below provides a summary comparison of the project budget.

<b>Fund Source</b>	<b>Application</b>		<b>Section 3.3</b>	
	<b>\$</b>	<b>%</b>	<b>\$</b>	<b>%</b>
<b>Previously Incurred Costs (Non-Eligible Project Costs)</b>				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
<b>Future Eligible Project Costs</b>				

<b>Fund Source</b>	<b>Application</b>		<b>Section 3.3</b>	
	<b>\$</b>	<b>%</b>	<b>\$</b>	<b>%</b>
<b>SS4AFunds</b>				
<b>Other Federal Funds</b>				
<b>Non-Federal Funds</b>				
<b>Total Future Eligible Project Costs</b>				
<b>Total Project Costs</b>				

**ATTACHMENT C**

**[RESERVED]**

**ATTACHMENT D**

**[RESERVED]**

**ATTACHMENT E  
LABOR AND WORK**

**1. Efforts to Support Good-Paying Jobs and Strong Labor Standards**

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
X	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

**2. Supporting Narrative.**

Each project has yet to be contracted. Gunnison County has a policy in the Employee Handbook of promoting a free and fair workplace with strong labor standards. We intend to comply with all relevant federal and state requirements related to labor and workforce protection. We will independently negotiate training opportunities in the contracts for the projects that will improve the workforce skillset.

**ATTACHMENT F  
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE**

**1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.**

The Recipient states that rows marked with "X" in the following table are accurate:

<b>X</b>	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

**2. Supporting Narrative.**

The purchase of software to support post-crash care will not increase risk to security or put critical infrastructure at risk.

The City of Gunnison uses many types of services, devices and software to help secure the City from Cyber events. Including user training for phishing. Security as a Service (24x7x365 NOC) monitoring end points, servers, SIEM logs and O365 activity, Network intrusion detection and firewalls. The City uses an immutable cloud backup service with compute resources incase DR operations need to be brought online in the cloud. The Communications and Police Network are located in a secure building with limited or escorted public access.

**ATTACHMENT G**

**[RESERVED]**

**ATTACHMENT F  
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE**

**1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.**

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	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
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**2. Supporting Narrative.**

The purchase of software to support post-crash care will not increase risk to security or put critical infrastructure at risk.

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**ATTACHMENT G**

**[RESERVED]**



**Exhibit C**

# **Exhibit C**

## **U.S. DEPARTMENT OF TRANSPORTATION**

### **GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL (“SS4A”) GRANT PROGRAM: FHWA PROJECTS**

**Date: June 13, 2024**

**Revised: October 1, 2024**

**Revised: March 17, 2025**

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## **GENERAL TERMS AND CONDITIONS**

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “IIJA”) established the Safe Streets and Roads for All (the “SS4A”) Discretionary Grant Program (IIJA Section 24112) and appropriated funds to the United States Department of Transportation (the “USDOT”) under Division J, Title VIII of IIJA to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives.

The USDOT published a Notice of Funding Opportunity (the “NOFO”) to solicit applications for Federal financial assistance in Fiscal Year 2024 for the SS4A Discretionary Grant Program.

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2024 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through F are project-specific attachments.

### **ARTICLE 7 PURPOSE**

**7.1 Purpose.** The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

### **ARTICLE 8 USDOT ROLE**

#### **8.1 Division of USDOT Responsibilities.**

- (a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT’s administration of the SS4A Grant Program.

- (b) The Federal Highway Administration (the “FHWA”) will administer this grant agreement on behalf of the USDOT. In this agreement, the “Administering Operating Administration” means the FHWA.

**8.2 USDOT Program Contact.**

Safe Streets and Roads for All  
Federal Highway Administration  
Office of Safety  
1200 New Jersey Avenue SE  
HSSA-1, Mail Drop E71-117  
Washington, DC 20590  
SS4A.FHWA@dot.gov  
(202) 366-2822

**ARTICLE 9  
RECIPIENT ROLE**

**9.1 Statements on the Project.** The Recipient states that:

- (1) all material statements of fact in the Grant Application were accurate when that application was submitted; and
- (2) Attachment B documents all material changes in the information contained in that application.

**9.2 Statements on Authority and Capacity.** The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant’s jurisdiction; if applicable;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) not less than the difference between the “Total Eligible Project Cost” and the “SS4A Grant Amount” listed in section 3.3 are committed to fund the Project;
- (5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the

recipient's jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 27.7 on behalf of the Recipient.

**9.3 USDOT Reliance.** The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

**9.4 Project Delivery.**

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.
- (c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.
- (d) The Recipient shall provide access to records as provided at 2 C.F.R. 200.337.

**9.5 Rights and Powers Affecting the Project.**

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

- 9.6 Notification of Changes to Key Personnel.** The Recipient shall notify all USDOT representatives who are identified in Section 4.3 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.2.

**ARTICLE 10  
AWARD AMOUNT, OBLIGATION, AND TIME PERIODS**

- 10.1 Federal Award Amount** The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in section 2.2 as the SS4A Grant Amount.

**10.2 Federal Obligations.**

This agreement obligates funds for the period of performance listed on Page 1, Block 6 of the grant agreement.

(a) If the Federal Obligation Type identified in section 2.3 is “Single,” then the project-specific agreement obligates for the budget period the amount listed in Section 2.2. as the Grant Amount and sections 10.2 (c)–10.2(f) do not apply to the project specific agreement.

(b) If the Federal Obligation Type identified in section 2.3 is “Multiple,” (for phased agreements) then an amount up to the Grant Amount listed in Section 2.2 will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 10.2(c)–10.2(f).

(c) The Obligation Condition Table in section 2.3 allocates the Grant funds among separate phases of the Project for the purpose of the Federal obligation of funds. The scope of each phase of the Project that is identified in that table is described in section 2.3.

(d) The project-specific agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table does not list an obligation condition.

(e) The project-specific agreement does not obligate amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only by modifying the project specific agreement under section 21.

(f) For each portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, the amount allocated in that table to that portion of the Project will be obligated if the condition is met not later than the date listed in Section 2.4 of the project-specific agreement.

(g) For any portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, if the obligation condition is satisfied, the parties amend this agreement documenting that:

(1) the FHWA determines that the obligation condition listed in that table for that portion of the Project is satisfied; and

(2) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied.

(h) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f).

(i) Reserved.

(j) The Recipient acknowledges that:

(1) the FHWA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f);

(2) any portion of the Grant that is not obligated under this section 10.2 by the budget period end date identified in the project-specific agreement for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the FHWA may consider the failure to obligate funds by the budget period end date identified in the project-specific agreement as applicable to the Grant Program for those funds to be a basis for terminating the project-specific agreement under section 16.

### **10.3 Budget Period**

The budget period for this award begins on the effective date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, "budget period" is used as defined at 2 C.F.R. 200.1.

### **10.4 Period of Performance.**

(a) The period of performance for this award begins on the effective date of award listed in page 1, Block 2 and ends on the period of performance end date that is listed in Page 1, Block 6.

(b) In this agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

**ARTICLE 11**  
**STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES**

- 11.1 Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 4.3 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.
- 11.2 Statement of Work Changes.** If the Project's activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.
- 11.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant date(s):
- (1) a substantial completion date for the Project or a component of the Project that is listed in section 3.2 and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or
  - (2) a schedule change would require the period of performance to continue after the period of performance end date listed on Page 1, Block 6 (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phases, or changes to base or secondary phase budget period end dates for projects with three phases, etc., will not trigger notification/modification requirements).

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

**11.4 Budget Changes.**

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
  - (1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and
  - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project's budget to the amounts listed in section 3.3:
  - (1) the "Non-Federal Funds" amount decreases; or

- (2) the “Total Eligible Project Cost” amount decreases.
- (c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.
- (d) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs.
- (e) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3 and either the Recipient does not make a proposal under section 11.4(d) or the USDOT does not accept the Recipient’s proposal under section 11.4(d), then:
  - (1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs; and
  - (2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, “**Federal Share**” means the sum of the “SS4A Grant Amount” and the “Other Federal Funds” amounts that are listed in section 3.3(a).

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

**11.5 USDOT Acceptance of Changes.** The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

**ARTICLE 12**  
**GENERAL REPORTING TERMS**

**12.1 Report Submission.** The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.3. Reports will be added to a central repository maintained by FHWA.

**12.2 Alternative Reporting Methods.** FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.

**12.3 Paperwork Reduction Act Notice.**

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "OMB"). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

**ARTICLE 13**  
**PROGRESS AND FINANCIAL REPORTING**

**13.1 Quarterly Performance Progress Reports.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20<sup>th</sup>, April 20<sup>th</sup>, July 20<sup>th</sup>, and October 20<sup>th</sup>) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Performance Progress Report in the format and with the content described in Exhibit C. If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Performance Progress Report in the second calendar year quarter that begins after the date of this agreement.

**13.2 Quarterly Financial Status.** Quarterly, on or before the 20<sup>th</sup> day of the first month of each calendar year (e.g., reports due on or before January 20<sup>th</sup>, April 20<sup>th</sup>, July 20<sup>th</sup>, and October 20<sup>th</sup>) and until the end of the period of performance, the Recipient shall submit a Federal Financial Report using SF-425.

**13.3 Final Performance Progress Reports and Financial Status.** No later than 120 days after the end of the period of performance, the Recipient shall submit:

- (1) a Final Performance Progress Report in the format and with the content described in Exhibit C for each Quarterly Performance Progress Report, including a final Federal Financial Report (SF-425); and
- (2) any other information required under the Administering Operating Administration's award closeout procedures.

## **ARTICLE 14 PERFORMANCE REPORTING**

### **14.1 Baseline Performance Measurement.** Recipients of Implementation Grants or Planning and Demonstration Grants with demonstration activities shall:

- (1) collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and
- (2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

### **14.2 SS4A Final Report.**

The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report in the format specified by FHWA and with the content described in Attachment A that describes, consistent with sections 24112(g)-(h) of IIJA:

- (1) the costs of each eligible project and strategy carried out using the grant;
- (2) the roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes, etc.) that each such project and strategy has generated, as—
  - identified in the grant application; and
  - measured by data to the maximum extent practicable;
- (3) [RESERVED]
- (4) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

### **14.3 Performance Measurement Information.**

For each performance measure identified to be submitted annually in the Performance Measure Table in Attachment A, not later than January 31 of each year, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

### **14.4 Performance Reporting Survival.**

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

### **14.5 Program Evaluation.**

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, before/after photographs of the sites, qualitative activities such as videos describing the project and its impact on the community, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

## **ARTICLE 15**

### **NONCOMPLIANCE AND REMEDIES**

#### **15.1 Noncompliance Determinations.**

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

- (1) accept the remedy;
- (2) acknowledge the noncompliance, but propose an alternative remedy; or
- (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) The USDOT may make a final determination of noncompliance only:
  - (1) after considering the Recipient's response under section 15.1(b); or
  - (2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the basis for that determination.

## **15.2 Remedies.**

- (a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:
  - (1) additional conditions on the award;
  - (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
  - (3) any other remedy legally available.
- (b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the

Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

### **15.3 Other Oversight Entities.**

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

## **ARTICLE 16 AGREEMENT TERMINATION**

### **16.1 USDOT Termination.**

- (a) The USDOT may terminate this agreement and all its obligations under this agreement if any of the following occurs:
  - (1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.3(a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
  - (2) a construction start date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
  - (3) a substantial completion date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
  - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
  - (5) the USDOT determines that termination of this agreement is in the public interest.
  - (6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.

- (d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

#### **16.2 Closeout Termination.**

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, “**Project Closeout**” means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

**16.3 Post-Termination Adjustments.** The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT’s authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

#### **16.4 Non-Terminating Events.**

- (a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient’s obligations under this agreement.

**16.5 Other Remedies.** The termination authority under this article 16 supplements and does not limit the USDOT’s remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

### **ARTICLE 17 MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS**

#### **17.1 Recipient Monitoring and Record Retention.**

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
  - (1) that those activities comply with this agreement; and
  - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

## **17.2 Financial Records and Audits.**

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the project, and the amount or nature of that portion of the cost of the project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year 2024 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
  - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including “FY 2024” in the program name; and
  - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2024” in column c (“Additional Award Identification”).

**17.3 Internal Controls.** The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

**17.4 USDOT Record Access.** The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

## **ARTICLE 18 CONTRACTING AND SUBAWARDS**

**18.1 Build America, Buy America.** This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), 2 CFR part 184, and Office of Management and Budget (OMB) Memorandum M-24-02, “Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

*Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.*

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards for each construction material are provided at 2 CFR 184.6.

*Inapplicability.*

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a domestic content procurement preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

*Categorization of articles, materials, and supplies.*

An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) manufactured products; (iii) construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated. An article, material, or supply incorporated into an infrastructure project must meet the requirements for only the single category in which it is classified.

### *Waivers.*

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

### *Definitions*

“**Construction materials**” means articles, materials, or supplies that consist of only one of the items listed in paragraph (2) of this definition, except as provided in paragraph (1) of this definition. To the extent that one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

- (1) The listed items are:
  - non-ferrous metals;
  - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
  - glass (including optic glass);
  - fiber optic cable (including drop cable)
  - lumber;
  - engineered wood; and
  - drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

**“Domestic content procurement preference”** means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

**“Iron or steel products”** means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

**“Manufactured products”** means

(1) Articles, materials, or supplies that have been: (i) Processed into a specific form and shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

**“Predominantly of iron or steel or a combination of both”** means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forging utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

**“Project”** means the development of a safety action plan (including supplemental and topical plans) or the temporary or permanent construction, alteration, maintenance, or repair of infrastructure in the United States.

**“Section 70917(c) materials”** cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

**18.2 Small and Disadvantaged Business Requirements.** The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 including any amendments thereto.

**18.3 Engineering and Design Services.** The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract

for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

**18.4 Foreign Market Restrictions.** The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

**18.6 Recipient Responsibilities for Subawards.**

If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

**18.7 Subaward and Contract Authorization.**

If the USDOT Office for Subaward Authorization identified in section 5.1 is “FHWA Office of Acquisition and Grants Management,” then the Recipient must follow the requirements in 2 C.F.R. 200.308 (f) (6) and 2 C.F.R. 200.333, as applicable, for the subaward of any SS4A Grant work under the Project-Specific Agreement. Approvals under 2 CFR 200.308(f)(6) do not apply to the procurement acquisition of goods and services.

## **ARTICLE 19 COSTS, PAYMENTS, AND UNEXPENDED FUNDS**

**19.1 Limitation of Federal Award Amount.** Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

**19.2 Projects Costs.** This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

**19.3 Timing of Project Costs.**

(a) The Recipient shall not charge to this award costs that are incurred after the period of performance.

(b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement unless there has been an approval of pre-award costs under 2 C.F.R. 200.458.

**19.4 Recipient Recovery of Federal Funds.** The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

**19.5 Unexpended Federal Funds.** Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

**19.6 Timing of Payments to the Recipient.** When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

**19.7 Payment Method.** The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

**19.8 Information Supporting Expenditures.**

(a) If the USDOT Payment System identified in section 5.2 is "DELPHI iSupplier," then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient's share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

**19.9 Reimbursement Frequency.** If the USDOT Payment System identified in section 5.2 is "DELPHI iSupplier," then the Recipient shall not request reimbursement more frequently than monthly.

**19.10 Match.** The recipient should show on each request for reimbursement that at least 20 percent of the incurred costs will count towards match. If the recipient intends to vary the match percentage over the life of the project, it must communicate its plan to USDOT. The recipient is responsible for tracking match according to the plan. At the completion of the grant award, the cost share requirement must be met, and Federal funds must not exceed the project's Federal share.

**ARTICLE 20**  
**LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY**

**20.1 Liquidation of Recipient Obligations.**

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

**ARTICLE 21**  
**AGREEMENT MODIFICATIONS**

**21.1 Bilateral Amendments.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

**21.2 Unilateral Contact Modifications.** The USDOT may update the contacts who are listed in section 4.3 by written notice to all the Recipient contacts who are listed in sections 4.1 and 4.2.

**21.3 USDOT Unilateral Modifications.**

(a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 20.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

**21.4 Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

## **ARTICLE 22**

[RESERVED]

## **ARTICLE 23**

[RESERVED]

## **ARTICLE 24 LABOR AND WORKFORCE**

**24.1 Labor and Workforce.** Attachment E documents the consideration of job quality and labor rights, standards, and protections related to the Project.

## **ARTICLE 25 CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

### **25.1 Critical Infrastructure Security and Resilience.**

Consistent with Presidential Policy Directive 21, “Critical Infrastructure Security and Resilience” (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project. Attachment F documents the consideration of critical security infrastructure for projects that include the purchase of information technology and/or operational technology.

## **ARTICLE 26 CIVIL RIGHTS AND TITLE VI**

### **26.1 Civil Rights and Title VI**

(a) The purpose of sections 26.1(b)–26.1(c) is to ensure that the Recipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 C.F.R. part 21, including any amendments thereto.

(b) If the Recipient is an Existing Recipient, the Recipient shall submit to the USDOT either:

(1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under the Administering Operating Administration's implementation of Title VI; or

(2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3-4 of DOT Order 1000.12C.

(c) If the Recipient is "New," then the Administering Operating Administration completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C., before entering this agreement.

(d) In this section 26.1:

(1) "Title VI" means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).

(2) "Existing" means a prior recipient of DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

(3) "New" means a recipient who has not received DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

## ARTICLE 27 FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

**27.1 Uniform Administrative Requirements for Federal Awards.** The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

**27.2 Federal Law and Public Policy Requirements.**

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

(b) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity*, the Recipient agrees that its compliance in all respects with all

applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

- (c) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity*, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination law.
- (d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

### **27.3 Federal Freedom of Information Act.**

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

**27.4 History of Performance.** Under 2 C.F.R 200.206, any Federal agency may consider the Recipient's performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

### **27.5 Whistleblower Protection.**

- (a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

### **27.6 External Award Terms and Obligations.**

- (a) In addition to this document and the contents described in article 32, this agreement includes the following additional terms as integral parts:
  - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
  - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
  - (3) 2 C.F.R part 175: Award term for Trafficking in Persons; and

- (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

- (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
- (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
- (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

**27.7 Incorporated Certifications.** The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

## **ARTICLE 28 ASSIGNMENT**

**28.1 Assignment Prohibited.** The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

## **ARTICLE 29 WAIVER**

**29.1 Waivers.**

- (a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.
- (b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.
- (c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

**ARTICLE 30**  
**ADDITIONAL TERMS AND CONDITIONS**

**30.1 Effect of Planning and Demonstration or Implementation Award.** Based on information that the Recipient provided to the USDOT, including the Grant Application, as indicated in section 2.5, this agreement designates this award as a Planning and Demonstration award or an Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation as listed in the FY 2024 Notice of Funding Opportunity for Safe Streets and Roads for All.

**30.2 Disclaimer of Federal Liability.** The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

**30.3 Environmental Review**

(a) In this section, “**Environmental Review Entity**” means:

(1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

(2) for all other cases, the FHWA.

(b) Except as authorized under section 30.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity’s actions under section 30.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

- (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:
  - (1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or
  - (2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

**30.4 Railroad Coordination.** If the agreement includes one or more milestones identified as a “Railroad Coordination Agreement,” then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad’s right-of-way.

**30.5 Relocation and Real Property Acquisition.**

- (a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, , comparable replacement dwellings in accordance with 49 C.F.R. part 24.

**30.6 Equipment Disposition.**

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.

- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section 30.6 for all tiers of subawards under this award.

**ARTICLE 31  
MANDATORY AWARD INFORMATION**

**31.1 Information Contained in a Federal Award.** For 2 C.F.R. 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 33.2;
- (2) the “Assistance Listings Number” is 20.939 and the “Assistance Listings Title” is “Safe Streets and Roads for All Grant Program”; and
- (3) this award is not for research and development.

**ARTICLE 32  
CONSTRUCTION AND DEFINITIONS**

**32.1 Attachments.** This agreement includes the following attachments as integral parts:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	Reserved
Attachment D	Reserved
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience
Attachment G	Reserved

**32.2 Exhibits.** The following exhibits, which are in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2024 SS4A Grant Program”, dated March 17, 2025, and available at <https://www.transportation.gov/grants/ss4a/grant-agreements>, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Performance Progress Reports: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

**32.3 Construction.** If a provision in the exhibits or the attachments conflicts with a provision in articles 1–30, then the provision in articles 1–30 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

**32.4 Integration.** This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

**32.5 Definitions.** In this agreement, the following definitions apply:

“**Program Statute**” means the BIL section 24112 and statutory text under the heading “Safe Streets and Roads for All Grants” in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

“**Project**” means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement.

“**SS4A Grant**” means an award of funds that were made available under the SS4A NOFO.

“**Grant Application**” means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

### **ARTICLE 33 AGREEMENT EXECUTION AND EFFECTIVE DATE**

**33.1 Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

**33.2 Effective Date.** The agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT’s authorized representative signs it.

**Exhibit D**

# **Exhibit D**

**U.S. DEPARTMENT OF TRANSPORTATION**

**EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE  
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT  
PROGRAM**

**June 13, 2024**

**Revised: March 17, 2025**

**EXHIBIT A**  
**APPLICABLE FEDERAL LAWS AND REGULATIONS**

By entering into this agreement for a FY 2024 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

**General Federal Legislation**

- a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- m. American Indian Religious Freedom Act, P.L. 95-341, as amended
- n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101 -1104, 541, et seq.
- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and

- Financial Transactions – 31 U.S.C. 1352
- ee. Freedom of Information Act – 5 U.S.C. 552, as amended
- ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
- gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
- hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
- ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
- jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
- kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
- ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
- mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
- nn. Wilderness Act – 16 U.S.C. 1131-1136
- oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
- pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
- qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
- ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232
- tt. Bringing in and harboring certain aliens – 8 U.S.C. 1324
- uu. Aiding or assisting certain aliens to enter – 8 U.S.C. 1327

#### **Executive Orders**

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12549 – Debarment and Suspension
- e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- f. Executive Order 14025 – Worker Organizing and Empowerment
- g. Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
- h. Executive Order 14154, Unleashing American Energy
- i. Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
- j. Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- k. Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

#### **Presidential Policy Directives and Memorandums**

- a. Presidential Policy Directive 21 – Critical Infrastructure Security and Resilience
- b. National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Systems

#### **General Federal Regulations**

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

- Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21, including any amendments thereto
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26, including any amendments thereto (as applicable under section 18.3 of this agreement)

#### **Office of Management and Budget Circulars**

- a. Any applicable OMB Circular based upon the specific FY 2024 Safe Streets and Roads for All Grant Recipient.

#### **Highway Federal Legislation**

- a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23 U.S.C. 111
- b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)

- c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- d. Efficient Environmental Reviews - 23 U.S.C. 139
- e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

**Federal Highway Regulations**

- a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- b. National Highway System Design Standards – 23 C.F.R. Part 625
- c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
- d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- e. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- f. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
- g. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2024 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

**EXHIBIT B  
ADDITIONAL STANDARD TERMS**

**TERM B.1  
TITLE VI ASSURANCE  
(Implementing Title VI of the Civil Rights Act of 1964, as amended)**

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY ASSISTED  
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL  
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37, and 38

**The United States Department of Transportation (USDOT)**

**Standard Title VI/Non-Discrimination Assurances**

**DOT Order No. 1050.2A**

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21, including any amendments thereto (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

### **Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2024 SS4A grant program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. Part 21, including any amendments thereto, will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2024 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2024 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2024 SS4A grant program.

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21, including any amendments thereto.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as

the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

**NOW, THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), the Consolidated Appropriations Act, 2024, Pub. L. No. 118-122 (Mar. 9, 2024), the Regulations for the Administration of FY 2024 SS4A grant program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

### TERM B.2

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**

#### **2 C.F.R. Parts 180 and 1200**

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2024 SS4A Grant, as set out below.

**1. Instructions for Certification – First Tier Participants:**

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or

contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is

erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**TERM B.3**  
**REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY  
CONVICTION UNDER ANY FEDERAL LAW**

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and
- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

**TERM B.4**  
**RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING**

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

- (1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
  - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
  - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

**EXHIBIT C**  
**QUARTERLY PERFORMANCE PROGRESS REPORTS:**  
**FORMAT AND CONTENT**

**1. Purpose.** The purpose of the Quarterly Performance Progress Reports under this agreement for the FY 2024 SS4A grant program is to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

**2. Format and Content.** The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. The first Quarterly Performance Progress Report should include a detailed description of the items funded.

**(a) Project Information.** This section provides the name of the project, the State, the federal agency to which the report is submitted, submission date, award number, name of the recipient, report year and quarter and NOFO funding year.

**(b) Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any significant activities and issues, action items and outstanding issues.

**i. Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable IJA or NOFO requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

**ii. Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

**(c) Milestones.** This section documents progress of the milestones outlined in Section 3.2. The Recipient should include the baseline date (when the project is projected to begin) of each milestone, amendments to those dates (if applicable) and the actual/expected date of completion. There are Milestone charts for action plans, supplemental planning activities, demonstration activity projects and implementation (both construction and non-construction) projects.

**EXHIBIT D  
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS**

The USDOT and [recipient name] entered a grant agreement for the [project name] that was executed by the USDOT on [date of USDOT signature on original agreement] (the "Agreement").

This instrument obligates [\$XXX] for [insert portion of project listed in the Agreement].

[Recipient name] states that:

- (1) the Agreement accurately describe the Project's activities;
- (2) for each completion date listed in the Agreement, the Recipient's estimate for that milestone is not more than six months after the date listed in the Agreement;
- (3) comparing the Project's current budget with the amounts listed in the Agreement, the "Non-Federal Funds" amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

[Recipient name] acknowledges that USDOT is acting in reliance on the Recipient's statements above.

By: 

Date

Signature of Recipient's Authorized Representative

[insert name] Ian Billick

Name

[insert title] Mayor

Title

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Memorandum of Understanding; Firehouse Replacement

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Memorandum of Understanding with City of Gunnison for their Firehouse Replacement Project

**Fiscal Impact:**

**Submitted by:** Holly Perry for Attorney's Office

**Submitter's Email Address:** hperry@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 10/16/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 10/16/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/16/2025

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 0

Agenda Date: 10/21/2025

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MEMORANDUM OF UNDERSTANDING  
FIREHOUSE REPLACEMENT PROJECT

This Memorandum of Understanding (“MOU”) made effective the \_\_\_\_\_ day of October, 2025, is by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (“Gunnison County”) and the City of Gunnison, whose address is 201 West Virginia, Gunnison, CO 81230 (“City”).

WHEREAS, the City of Gunnison, Colorado (“City”), is a Colorado home-rule municipality, organized under the provisions of Section XX of the State Constitution; and,

WHEREAS, Gunnison County, Colorado (“Gunnison County” or “County”) is a statutory county and a political subdivision of the State of Colorado; and,

WHEREAS, Gunnison County owns land within the municipal limits of the City; and,

WHEREAS, the City and the Gunnison County Fire Protection District (“District”) have negotiated and entered into intergovernmental agreements for the construction and operation of a new firehouse for the District in City limits; and,

WHEREAS, the City and the County agree that it is in the public interest for the District to obtain a new firehouse, subject to the terms and conditions negotiated or to be negotiated between these governmental entities; and,

WHEREAS, on August 13, 2025, the County Manager and the City Manager negotiated and executed a Preliminary Term Sheet (“Preliminary Term Sheet”) which, although not legally binding, expressed the intent of the County and the City to take the reasonable and appropriate steps necessary in order to accomplish the construction and operation of a new District firehouse as outlined above;

NOW THEREFORE, in consideration of the foregoing recitals the City and the County express their mutual understanding as follows:

1. TERM.

The term of this MOU shall commence on the date first set forth above and shall continue until either completion or execution of all documents, agreements and actions contemplated by this MOU and the Preliminary Term Sheet, or three years after the effective date set forth above, whichever occurs later. The parties may agree to mutually extend the term of this MOU by written acknowledgement executed by both the County Manager and the City Manager.

2. INCORPORATION OF TERM SHEET

The Preliminary Term Sheet, attached as Exhibit A to this MOU, is incorporated by reference

into this MOU as if fully set forth herein. Conveyance of the County land described above and in Terms 1-6 of the Preliminary Term Sheet will occur by December 26, 2025, contingent upon voters fully passing the ballot issues identified in Term 1-6 of the Preliminary Term Sheet. The City and the County both understand and agree that they will both take all reasonable, legal and appropriate steps to effectuate the terms, conditions and objectives of the Preliminary Term Sheet, subject to further negotiations between the parties.

3. 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

City of Gunnison: City Manager  
City of Gunnison 201 W. Virginia  
Gunnison, Colorado 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.

4. TERMINATION.

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

5. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this MOU 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 MOU 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 MOU is, or shall be construed to be, a waiver, in whole or part, by City or Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.
- d. RELATIONSHIP OF THE PARTIES. The City and the County are separate governmental entities and nothing in this agreement should be construed as creating

any legal relationship between the City and the County, including but not limited to any joint venture, agency, or partnership.

6. GOVERNING LAW.

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

7. COUNTERPARTS: FACSIMILE TRANSMISSION.

This MOU 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.

15. ENTIRE AGREEMENT.

This MOU contains the entire agreement between the parties hereto with respect to the matters herein addressed, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

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

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By: \_\_\_\_\_  
Laura Puckett Daniels, Chair

CITY OF GUNNISON

By: \_\_\_\_\_  
Diego Plata, Mayor

# EXHIBIT A

## PRELIMINARY TERM SHEET \*NOT REVIEWED BY LEGAL\*

Gunnison County and the City of Gunnison (collectively, the "Parties") agree to the following preliminary terms related to the fire house replacement project.

The City of Gunnison and the Gunnison County Fire Protection District ("District") have agreed that the City will serve as the financing entity for the fire house replacement project. Accordingly, the City will hold sole ownership of the real property until the loan is repaid in full, at which point a 50% ownership interest will be conveyed to the District.

The District has formally authorized the City to negotiate all matters related to real property acquisition, design, and construction of the fire house replacement project on the District's behalf.

The City and District agree that the public interest is best served by replacing the fire house at its current location. To meet programming requirements, the facility must expand southward on to property currently owned by the County. The City requests the County convey approximately seven lots as described below.

### Terms

1. The Parties share a mutual responsibility and intent to negotiate in good faith and in the public interest;
2. The Parties shall execute a Contract to Buy and Sell Real Estate (Vacant Land), generally conforming to the standard DORA or similar form, no later than October 28, 2025, including the terms contained herein;
3. Conveyance of the property is contingent upon voter approval of a mill levy increase in 2025 to fund the fire house replacement project and associated operating expenses.
4. If the 2025 mill levy increase is not approved by voters in the City and/or the District, the City and District agree not to pursue a mill levy increase for this project in the 2026 election;
5. The County agrees to convey the vacant property informally described as the northeastern portion of Parcel #3787-010-03-001 (Block 143, Lots 6–12 and the eastern half of Pine Street adjoining), totaling 30,625 square feet, as shown in Exhibit A, with an appraised value of \$460,000.00 to the City for \$1.00;
6. The City shall assume all costs associated with the appraisal, survey, platting, title work, and any necessary environmental mitigation related to the conveyance;
7. **Permanent Fire Station, Energy Efficiency and Geothermal System**
  - a. Primary Heating Source – The City will design and construct the fire station with a geothermal system as the primary heating source.
  - b. Cost Estimate – A geothermal well field, in lieu of a traditional boiler system, is estimated to cost approximately \$800,000 for the conceptually designed facility.
  - c. Elimination Goal and Verification – The Parties intend for the geothermal system to eliminate the need for a redundant boiler or other supplemental heating sources. This goal will be verified through the Parties' joint review of the system's design and recovery time calculations to ensure it can restore the temperature of apparatus to an ambient temperature of 60 degrees Fahrenheit within one hour during extreme lows, enabling water-bearing equipment to thaw, rehabilitate, and return to service.

- d. County Role – The County will serve as a technical advisor and share expertise to assist the City in implementing and maintaining the geothermal system.
- e. Backup Power – The facility will be equipped with a natural gas or diesel generator to ensure operations during electrical power outages.
- f. Additional Efficiency Measures – The City will evaluate and implement other energy-efficient building systems and best practices consistent with the Parties' shared sustainability goals; and,

**8. Temporary Fire Station on Airport Land**

- a. Zero-Cost Lease – The County will lease, at zero cost, County-owned property at 711 S 10th Street ("Airport Land") to the City for the construction and operation of a temporary fire station during construction of the new permanent fire station.
- b. Lease Termination – The lease will terminate upon completion and commissioning of the permanent fire station, no later than spring 2029. At that time, the County will retain ownership of all City-constructed structure(s) on the Airport Land.
- c. Design Coordination – The City will coordinate with the County on the design of the temporary structure(s), and both Parties will work in good faith to ensure mutual benefit. Preliminary concepts include four apparatus bays and a restroom, totaling approximately 6,400 SF (S-1 Moderate Storage).
- d. Geothermal Heating System – Given the County's long-term use of the structure(s), the County will fully fund the geothermal well field as the primary heat source.
- e. Intergovernmental Agreement (IGA) – The Parties will negotiate and execute an IGA by December 2025 to more fully define responsibilities, timelines, and cost-sharing for the Airport Land improvements.
- f. Final Design and Cost Estimates – Final design and cost estimates will be completed by March 2026, contingent on securing required funding and voter approval in 2025.
- g. Project Leadership – The Parties remain neutral at this time on which entity will lead the design and construction.

  
Matthew Birnie, Gunnison County      8/13/25  
Date

  
Amanda Wilson, City of Gunnison      9/13/25  
Date

EXHIBIT A

# Gunnison County Fairground

3

Gunnison Fire Department

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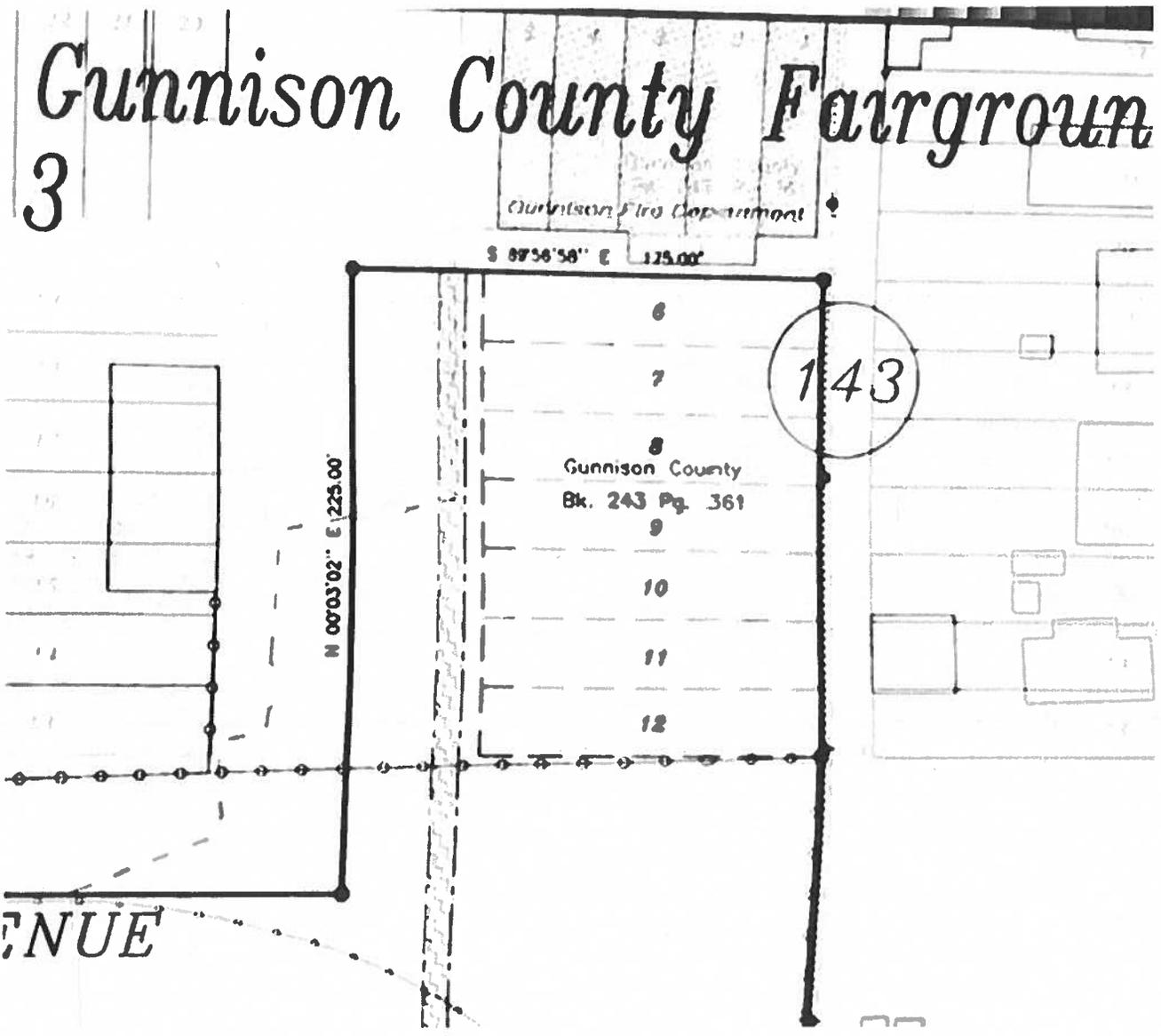
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Gunnison County  
Blk. 243 Pg. 361

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**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Provider Agreement; RE1J School District; Juvenile

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

MOU for funds and services for partnership with the RE1-J School District

**Fiscal Impact:**

**Submitted by:** Kari Commerford

**Submitter's Email Address:** kcommerford@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 10/15/2025

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**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 10/9/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/16/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/21/2025

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## PROVIDER AGREEMENT

This Provider Agreement ("Agreement") made effective the 8<sup>th</sup> of September 2025 is by and between the RE1J School District ("District") whose address is 800 North Boulevard St., Gunnison, CO 81230 and the Board of County Commissioners of Gunnison County, of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 ("Provider") to benefit the Juvenile Services Department.

### RECITALS

"Provider" will deliver professional services that promote mental health including: Social Emotional curriculum delivery, skill-based groups, professional development for school staff, Wraparound services for youth involved in 2 or more systems, restorative practices facilitation, conferencing and training, diversion services, and truancy support for youth to the Re1-J School District ("School").

### 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 the date first set forth above and shall be considered for renewal on June 30<sup>th</sup>, 2026.

2. SCOPE OF SERVICES.

"Provider" shall furnish all materials, supervision, supplies and equipment to complete the services as more specifically set forth on Exhibit A, attached hereto and incorporated herein by this reference. "Provider" will support the RE1-J school district by assisting the District in promoting Social Emotional Learning and mental health. All services shall be performed in a timely manner and in accordance with generally accepted standards for "Provider's" profession and all applicable federal, state and local laws and regulations affecting the services or the subject matter thereof. "Provider" acknowledges that this is a non-exclusive Agreement, and the District may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

3. COMPENSATION BONUS AND EXPENSES.

In exchange for "Provider's" performance of the services during the Term, the District shall pay "Provider" fees as follows: \$69,000 to be paid on or before December 30<sup>th</sup>, 2025.

4. INDEMNIFICATION.

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

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

5. INSURANCE.

“Provider” agrees that at all times during the Term of this Agreement that “Provider” shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, “Provider” will provide insurance certificates to the District.

- (a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by “Provider” during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent in an amount not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury Liability, and \$500,000 for Property Damage Liability.
- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than \$150,000 for any injury to one person in any single occurrence and in an amount no less than \$600,000 for any injury to two or more persons in any single occurrence.

6. 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.

7. 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 the Board of County Commissioners of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

8. 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 attorney fees and expert witness fees.

9. 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.

10. IMMIGRATION COMPLIANCE CERTIFICATION.

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

11. 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 below to be effective as of the date first above written.

\_\_\_\_\_  
Chairperson, Board of County Commissioners

\_\_\_\_\_  
Date Signed

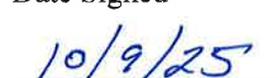
\_\_\_\_\_  
Attestation

\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
District Superintendent

  
\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
Attestation

  
\_\_\_\_\_  
Date Signed

Attachment A:

**\$25,000 for Direct Services in the school through SEL Coordinators**

- Lead organization for 4 free youth mental wellness visits for all RE1-J school district youth 12-18 years old.
- Owning Up Curriculum delivery in CBCS 6<sup>th</sup> and 9<sup>th</sup> grade, GMS 6<sup>th</sup> GHS 9<sup>th</sup> grade
- Health Class co-teaching on applicable topics
- Guidance Class co-teaching on applicable topics
- Support student clubs, SOS, and youth
- Restorative Practices facilitation, conferencing and training

**\$15,000 for FAST and Wraparound Services**

**FAST Review Team**

The partner agencies will refer youth early on to the multi-system Family Advocacy Support Team. Members include representatives from the Gunnison County Department of Human Services, Gunnison Watershed School District, 7<sup>th</sup> Judicial District Probation, The Center for Mental Health, Gunnison Valley Mentors, Project Hope, City of Gunnison Police Department, Gunnison County Juvenile Services, and an Educational Attendance Advocate for purposes of assessment, access to service and planning. Members meet weekly in order to staff cases to determine what level of care the youth and family will be served by (ISST, HFW or Cross over) and helps to make suggestions on additional services. Services and supports are designed to promote family wellbeing in the least restrictive and least intrusive manner possible implemented through the three-tiered service delivery model and with the family. Target population is youth and families (0-21). When the FAST review team determines staffing for each case, coordinated care will be supported through Individualized Service and Support Team (“ISST”), High Fidelity Wraparound, family engagement meetings or the Crossover Youth Practice Model. Service planning and provision shall be strengths based, family focused and well-coordinated. The Team will work to avoid duplication of services, establish a realistic individualized support plan and assure provider follow through.

The focus of the initiative includes:

- Early identification of youth and families needing assistance
- Accessible and individualized service
- A 2 Generational model that works within a family systems approach.
- Monitoring and follow through
- Aftercare follow up
- Program evaluation

These services are linked to the following performance measure: Children and youth with improved school attendance rates, Children and youth with fewer disciplinary actions, and CMP children/youth who received a positive depression screening that receive a follow-up appointment within 7 days. FAST serve 10-15 youth and their families per. Year.

**Juvenile Diversion \$10,000**

The goal of juvenile diversion is to help divert youth away from the court system and help with and systems restore harm and relationships through our restorative practice and trauma-informed lens. Through this multi-system approach Juvenile Services helps youth access mental health

services, gain resilience skills, increased opportunities for prosocial activities and support families and maintain low rates of recidivism of criminal offenses. All of our youth are screened for mental health services and 90% of them screen high for need for services and are able to access mental health services through this program. Funds will be used to continue to connect youth to mental health services and to increase the Early Intervention program manager's ability to use restorative practices with youth and serve youth at the school. This position will also work with the Education and Behavioral Interventionist to assist the school with youth and families who meet the criteria for suspension, truancy and to develop youth specific plans for returning to school or earning educational credits in a non-traditional way.

**Truancy Support: \$19,000**

Juvenile Services will assist in the truancy process with GWSD. The process will include the school making a referral to FAST using the online form. FAST will contact family with 48 hours to set up a meeting with youth/parents. Meeting will be scheduled within one week. FAST will conduct family meeting to assess the school challenges, barriers, other needs and provide education on Colorado legal requirements for school attendance. We will determine if other FAST services are wanted or just truancy support. FAST will schedule will schedule a meeting with school and family within one week. We will help the School/family to make a plan to implement. FAST will submit a report to the school to be put on file.

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Professional Services Agreement; Vector Airport Sy

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Gunnison County and Vector Airport Systems, LLC

**Term Begins:** 12/01/2025

**Term Ends:**

**Grant Contract #:**

**Summary:**

The Contractor will utilize PlanePass to bill and collect fees from billable aircraft operations. Contractor also to provide training and support to Airport staff with web-based airport portal.

**Fiscal Impact:** Contractor's fee: 19% of fees collected

**Submitted by:** Stephanie petsch

**Submitter's Email Address:** spetsch@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 10/1/2025

**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 10/2/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 10/2/2025

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/3/2025

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 0

Agenda Date: 10/21/2025

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) made effective the \_\_\_ day of \_\_\_\_\_, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein “County”) and Vector Airport Systems, LLC (hereinafter “Contractor”) whose address is 280 Sunset Park Drive, Herndon, VA 20170.

### RECITALS

**WHEREAS**, CONTRACTOR represents that it is a duly qualified provider of various products and services including PLANEPASS® aircraft operating fee billing & collection services, and

**WHEREAS**, COUNTY, desires to employ the services of CONTRACTOR for the performance of General Aviation aircraft operating fee billing & collection services.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

### AGREEMENT

#### 1. Term of Agreement:

1.1 The term of this Agreement shall commence as of **December 1st 2025** (“COMMENCEMENT DATE”) and shall continue thereafter for a period of (3) three years (the “Initial Term”) and shall terminate on **November 30th 2028**. Upon expiration of the Initial Term, the Agreement shall continue and renew for two successive one (1) year terms (each a “Successive Term”), without further act or instrument, unless either party provides notice per Section 2.3. All terms, conditions, and fees of this AGREEMENT continue unchanged during the Successive Term(s).

#### 2. Termination

2.1 **Termination for Convenience:** Neither party may terminate this AGREEMENT for convenience without the consent of the other party for a period of one (1) year following the COMMENCEMENT DATE. After one (1) year from the COMMENCEMENT DATE has elapsed, either party may terminate this AGREEMENT for convenience by providing written notice to the contacts listed in Section 6 no less than sixty (60) calendar days prior to the requested termination date.

2.2 **Termination for Cause:** Notwithstanding any other provision of this AGREEMENT:

2.2.1 Should CONTRACTOR fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this AGREEMENT, COUNTY must:

- a. First, notify CONTRACTOR of violation of obligations and give CONTRACTOR 30 calendar days to cure this violation.
  - b. Second, if CONTRACTOR fails to cure the violation within 30 calendar days of receiving notification from COUNTY, COUNTY may immediately terminate this AGREEMENT by giving CONTRACTOR written notice of such termination, stating the reason for termination.
- 2.2.2 Should COUNTY fail to perform its obligations under this AGREEMENT, including failing to pay CONTRACTOR in accordance with this AGREEMENT, or otherwise violates any of the terms of this AGREEMENT, CONTRACTOR must:
  - a. First, notify COUNTY of violation of obligations and give COUNTY 30 calendar days to cure this violation.
  - b. Second, if COUNTY fails to cure the violation within 30 calendar days of receiving notification from CONTRACTOR, CONTRACTOR may immediately terminate this AGREEMENT by giving COUNTY written notice of such termination, stating the reason for termination.
- 2.3 **Termination for Agreement Expiration:** If either party wishes to terminate this AGREEMENT upon the expiration of the Initial Term or any Successive Term, that party shall notify the other party in writing of intent to terminate this AGREEMENT. Notice must be given 60 days prior to the anniversary of the COMMENCEMENT DATE.
- 2.4 **Delivery of Work Product and Final Payment Upon Termination:** In the event of termination, CONTRACTOR, within 30 days following the date of termination, shall deliver to COUNTY:

**For PLANEPASS®:** All standard reports pertaining to unpaid balances and to any amounts paid into CONTRACTOR and unpaid yet to COUNTY.
- 2.5 **Payment Upon Termination:** Upon termination of this AGREEMENT by COUNTY, CONTRACTOR shall be entitled to payment for all contracted services performed and unpaid prior to the effective date of termination. Payment shall be made by COUNTY within 30 days of a written invoice from CONTRACTOR.

### 3. Scope of Work

- 3.1 CONTRACTOR's Specified Work: CONTRACTOR shall perform the services described in EXHIBIT A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in EXHIBIT A.
- 3.2 Modification of Services: Any product or service contracted herein may be modified from time to time at CONTRACTOR's sole discretion; provided, however, that any such modification shall not (a) have a material adverse effect on CONTRACTOR's provision of the Product and Service or COUNTY's use and enjoyment of the CONTRACTOR's Products and Services or (b) result in any additional fees payable by COUNTY under the AGREEMENT during the applicable TERM during which such modifications are implemented.

- 3.3 **Cooperation with COUNTY:** CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of the Scope of Work hereunder.
- 3.4 **Cooperation by COUNTY:** COUNTY shall cooperate with CONTRACTOR and CONTRACTOR's staff in performance of the Scope of Work hereunder.
- 3.5 **Performance Standard:** CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this AGREEMENT. CONTRACTOR hereby agrees to provide all services under this AGREEMENT in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws.

**4. Compensable Products and Services**

- 4.1 CONTRACTOR shall be compensated for all goods sold and services performed pursuant to this AGREEMENT and as defined in EXHIBIT A.

**5. Insurance**

- 5.1 With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain insurance with the minimum policy limits as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements.

Type of Coverage	Policy Limits
Worker's Compensation	\$1,000,000
Commercial General Liability	\$1,00,000 per occurrence, \$2M aggregate
Business Auto Liability	\$1,000,000
Professional Liability	\$1,195,000

- 5.2 CONTRACTOR shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days. If COUNTY has insurance requirements including but not limited to being listed as an additional insured on CONTRACTOR's insurance policies, securing

waivers of subrogation on COUNTY's behalf, or any specific language or endorsements to be included in the policies, COUNTY must submit a written request to the CONTRACTOR within thirty (30) days of the Execution Date of this AGREEMENT.

## **6. Notice**

- 6.1 All notices, demands, requests or approvals to be given under this AGREEMENT, shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

All notices, demands, requests or approvals from CONTRACTOR to COUNTY shall be addressed to:

Gunnison County  
Attn: Matthew Birnie  
200 E. Virginia Avenue  
Gunnison, CO 81230  
Email address: MBirnie@gunnisoncounty.org

All notices, demands, requests or approvals from COUNTY to CONTRACTOR shall be addressed to:

Peter Coleton, President  
Vector Airport Systems  
280 Sunset Park Drive  
Herndon, VA 20170

## **7. Independent Parties**

- 7.1 The parties to this AGREEMENT will act in their independent capacities and not as agents, employees, or partners of one another. COUNTY, its officers, and employees shall have no control or direction over CONTRACTOR or any of CONTRACTOR's agents, employees, or subcontractors, except as otherwise provided herein.

## **8. Integrated Contract**

- 8.1 This AGREEMENT represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modifications of this AGREEMENT will be effective only by written execution signed by both COUNTY and CONTRACTOR and approved as to form by COUNTY's Attorney.

## **9. Authority of Executor**

9.1 The person executing AGREEMENT on behalf of COUNTY certifies and represents that he/she has authority and power to bind COUNTY to the obligations set forth herein and to sign on its behalf.

## **10. Waiver**

10.1 A waiver by either party to this AGREEMENT of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein.

## **11. Successors in Interest**

11.1 All terms and conditions of this AGREEMENT shall be binding upon and inure to the benefit of any successors in interest to the parties hereto. This clause shall not be deemed as a waiver of any prohibitions or conditions against assignment.

## **12. Indemnification**

12.1 CONTRACTOR to COUNTY: The CONTRACTOR shall indemnify and hold harmless the COUNTY, its officers, employees, agents and contractors from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this AGREEMENT.

12.2 COUNTY to CONTRACTOR: To the extent allowed by the Laws of the state of Colorado the COUNTY hereby agrees to indemnify, defend, save, and hold harmless the CONTRACTOR from all claims, demands, liabilities, and suits arising out of, because of or due to intentional or negligent acts or omissions of the COUNTY, its agents, or employees; COUNTY shall be responsible for any and all liabilities arising out of or related to any acts committed by CONTRACTOR at COUNTY's direction. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the CONTRACTOR for its own negligence. These terms shall not be construed to waive any statutory rights provided to the COUNTY.

## **13. No Personal Liability**

13.1 No member, director, or officer or employee of either party shall be personally liable for the performance of either party's obligations under this AGREEMENT or on account of any breach thereof or because of its execution or attempted execution.

**14. Limitation of Liability**

14.1 CONTRACTOR's total liability for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the CONTRACTOR's work or this AGREEMENT from any cause or causes, including but not limited to CONTRACTOR's errors, omissions, negligence, strict liability, and breach of contract, shall not exceed two million dollars (\$2,000,000.00) or the total amount paid to CONTRACTOR by COUNTY under this AGREEMENT within the previous twelve (12) months, whichever is lesser.

**15. Work for Hire**

15.1 CONTRACTOR retains ownership and all intellectual property, trademark and patent rights associated with any and all processes or materials, tangible or intangible, used in the provision of services under this AGREEMENT. Such materials include but are not limited to: concepts, ideas, techniques, data, databases, software, customer lists, materials, and specifications.

**16. Severability**

16.1 If any provision of this AGREEMENT, or the application thereof, to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this AGREEMENT, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby, and each term and provision of this AGREEMENT shall be valid and be enforced to the fullest extent permitted by law unless one or both parties would be substantially and materially prejudiced.

**17. Governing Law and Venue**

17.1 This AGREEMENT shall be governed by, and construed in accordance with, the laws of the state of Colorado. The courts of Colorado shall have exclusive jurisdiction to hear any claim between the CONTRACTOR and the COUNTY in connection with the AGREEMENT. Prior to filing any claim or action related to this AGREEMENT, the parties may, but shall not be obligated to, submit such claim or action to non-binding mediation before a mediator mutually agreeable to the parties. The parties shall share equally in the costs of mediation.

**18. Force Majeure**

18.1 In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of insurrection, war,

fire or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed in performing work or doing acts required under the terms of this AGREEMENT, then performance of such act shall be excused for the period of the actual delay attributable to such causes, and the period from the performance of any such act shall be extended for a period equivalent to the period of such delay (any such delay is herein referred to as an “Unavoidable Delay”). This Section shall not be applicable to the CONTRACTOR’s obligations to procure insurance or to pay any Payments or any other sums, moneys, costs, charges or expenses required to be paid by the CONTRACTOR hereunder. If any provision of this AGREEMENT negates or limits the period of any force majeure extension, such provision shall override this Section. The CONTRACTOR shall not be entitled to an extension for any Unavoidable Delay unless the CONTRACTOR has given the COUNTY notice of the delay within a reasonable time following the occurrence of the delaying event.

**19. Nondiscrimination**

19.1 Without limiting any other provision hereunder, CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the COUNTY’s Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this AGREEMENT are incorporated herein by this reference.

**IN WITNESS WHEREOF**, the parties hereto have executed this AGREEMENT as of the Effective Date.

[signature page to follow]

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

By:

\_\_\_\_\_  
Laura Pucket-Daniels, Chairperson

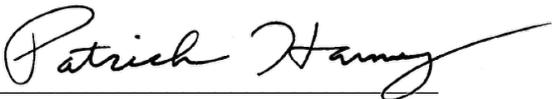
\_\_\_\_\_  
Elizabeth Smith, Vice Chairperson

\_\_\_\_\_  
Jonathan Houck, Commissioner

Attest

\_\_\_\_\_  
Deputy County Clerk

VECTOR: Vector Airport Systems, LLC

By: 

Title: Director of Finance & Administration

Name: Patrick Hanney

## EXHIBIT A – Scope of Work (“WORK”)

### 1. CONTRACTOR shall:

- 1.1. Provide *PLANEPASS*® billing & collection service as defined in this EXHIBIT A, to the airports and for the fee types designated by the COUNTY.
- 1.2. Provide project management for each of the *PLANEPASS*® service components listed below, through and including procurement, training and service execution.
  - 1.2.1. Utilize *PLANEPASS*® service and billing engine to identify billable aircraft operations as defined by the COUNTY, and track exempt aircraft, billable weights, and operations types (e.g., arrivals and departures).
  - 1.2.2. Provide exemptions for COUNTY-designated aircraft via batch upload from Excel spreadsheet(s). During the billing process, aircraft listed as exempt, and those under a specified weight (if applicable), will be removed from the billable aircraft activities to be invoiced.
  - 1.2.3. Coordinate with COUNTY staff to ensure that invoices generated on behalf of the COUNTY are consistent with the COUNTY’s existing billing rates and policies.
  - 1.2.4. Provide secure online payment portal where aircraft operators can login to their account(s) to check billing status, review invoices, and submit payments online.
  - 1.2.5. Provide aircraft operators the option to receive electronic invoices. All other invoices will be printed and mailed to aircraft operators by CONTRACTOR.
  - 1.2.6. Maintain *PLANEPASS*® automated billing services including: billing, customer support, collection of fees, and reporting.
  - 1.2.7. Enable web-based access by COUNTY staff to collected data using Airport Portal. Data must be available to download into commercial off-the-shelf software program, such as Microsoft Excel.
  - 1.2.8. Provide collection system that automatically credits accounts for certain payments received, calculates account balances, and tracks accounts receivable balances.
  - 1.2.9. Process payments through a secure bank lockbox service with proper and auditable cash controls.
  - 1.2.10. At the close of the month, provide a Collection Report and electronically transfer the “balance of collections” to COUNTY.
    - 1.2.10.1. The “balance of collections” is defined as total net collections on behalf of COUNTY in a monthly collection cycle less the *PLANEPASS*® Billing & Collection Service fee, stated below.
    - 1.2.10.2. The transfer of the “balance of collections” and CONTRACTOR’s fee will occur monthly by the 10<sup>th</sup> business day.
  - 1.2.11. Provide ongoing COUNTY and user support.
  - 1.2.12. As of Execution Date, the contracted solution does not require COUNTY to purchase equipment. CONTRACTOR may have a transponder receiver installed at the COUNTY’s location at CONTRACTOR’s discretion. If future changes in scope require equipment purchase, the purchase and payment terms will be governed by an amendment to this AGREEMENT, or a separate agreement or purchase order.

**1.3. Service Wind-Down Period:** Should the AGREEMENT be terminated for any reason, the following Service Wind-Down Period and provisions shall apply:

**1.3.1.** CONTRACTOR will remit to COUNTY all aircraft operating fees collected through the effective of termination, less CONTRACTOR’s Billing and Collection Fees specified herein.

**1.3.2.** CONTRACTOR will produce aircraft operating fee invoices for any time period through the termination date as-yet not invoiced. The period shall ideally be a full calendar month per the normal process. This final invoice period will be the last period of aircraft operating fee invoices generated by CONTRACTOR. No further regular cycle invoices will be produced. Out of Cycle invoices for this or prior periods may still be produced as necessary to correct billing issues discovered through the customer service process.

**1.3.3.** CONTRACTOR will continue customer service, payment processing, active collections, reporting, and remittance for **four (4) calendar month** periods (the “Service Wind-Down Period”) after the AGREEMENT termination effective date. The Service Wind-Down Period maximizes collections for previously invoiced periods. CONTRACTOR’s ongoing fee for PLANEPASS® Billing & Collection service stated herein will apply to amounts collected during the Service Wind-Down Period.

**1.3.4.** After the Service Wind-Down Period has ended, CONTRACTOR will discontinue all customer service and collection efforts and will refer all customer service calls to the COUNTY. As some aircraft operators may not comply with CONTRACTOR’s instructions to pay COUNTY directly after Service Wind-Down Period has ended, CONTRACTOR will continue to passively allow payments to be made to its bank lockbox account and will continue to report and remit these payments to the COUNTY on a monthly basis. CONTRACTOR’s service fee shall not apply to amounts collected after the Service Wind-Down Period.

**2. CONTRACTOR’s Compensation:**

**2.1. PLANEPASS® Billing and Collection Service:** CONTRACTOR’s ongoing service fee for managing the billing and collection process is a percentage of all amounts collected under terms of this AGREEMENT, as specified in the table below.

<u>Airport</u>	<u>Fee Type</u>	<u>CONTRACTOR’S Fee as a % of amounts collected</u>
KGUC	Federal Aviation Regulations (“FAR”) Part 91 Landing Fees	<b>19%</b>
KGUC	Federal Aviation Regulations (“FAR”) Part 135 Landing Fees	<b>19%</b>

**2.1.1.** CONTRACTOR’S service fee is retained by CONTRACTOR from collection proceeds on behalf of COUNTY and paid to CONTRACTOR at the time of transfer of the “balance of collections” to COUNTY.

**2.1.2.** To modify the fee types billed under this AGREEMENT, COUNTY must complete and submit a Change Order, provided in EXHIBIT D, to CONTRACTOR. This request must be made by an authorized representative of the COUNTY.

**2.1.2.1.** CONTRACTOR must agree that other fees implemented do not materially change the Scope of Work required to provide PLANEPASS® service. Any proposed adjustments detailed in a Change Order are not considered accepted or effective until an authorized representative of the CONTRACTOR has signed and executed the Change Order.

2.1.2.2. Any fee adjustments that represent a material changes to Scope of Work may require renegotiation and an amendment to the CONTRACTOR’S fee as outlined above in this EXHIBIT A of this AGREEMENT.

### 3. COUNTY shall:

#### 3.1. COUNTY Obligations:

3.1.1. **COUNTY Obligations – General:** COUNTY shall be obligated to use its best efforts to perform or provide the following:

3.1.1.1. **Provide Information:** COUNTY shall make available to CONTRACTOR any documents, data, or information necessary for CONTRACTOR to plan and provide the services described in this AGREEMENT, and that are within COUNTY’s possession or control and are not privileged or subject to privacy protections. Examples of this data might be aircraft fee rates, collections records, based aircraft lists, etc.

3.1.1.2. **Point of Contact:** COUNTY shall designate a representative authorized to act on behalf of COUNTY for the duration of this AGREEMENT.

3.1.1.3. **Timely Response:** COUNTY shall, within a reasonable time, examine documentation, correspondence, invoices, and statements submitted to COUNTY for review by CONTRACTOR and respond as necessary within a reasonable time.

#### 3.1.2. COUNTY Obligations – *PLANEPASS*®

3.1.2.1. **Financial Point of Contact:** COUNTY shall designate a representative authorized to act on behalf of COUNTY for the duration of this AGREEMENT in the capacity of reviewing *PLANEPASS*® financial reports and interfacing with CONTRACTOR’s *PLANEPASS*® team from time to time on issues such as based aircraft lists, fee rate updates, airport fee policies, and exemption requests.

3.1.2.2. **Exemption List:** COUNTY will provide CONTRACTOR with a list of aircraft designated as exempt (the “exemption list”) from the fee types managed by CONTRACTOR. COUNTY will provide updates to the exemption list on a monthly basis via email to [datainput@vector-us.com](mailto:datainput@vector-us.com) COUNTY shall not bill “exempt” aircraft included on the exemption list for fee types managed by CONTRACTOR. “Exempt” is understood to mean not billed by any party.

3.1.2.3. **Payments Received by COUNTY:** COUNTY shall not accept payments for fees for aircraft operations eligible to be invoiced by CONTRACTOR or fees previously invoiced by CONTRACTOR. To ensure proper accounting, if COUNTY receives a payment on-site or electronically for an aircraft operation eligible to be invoiced by CONTRACTOR or an invoice generated by CONTRACTOR, COUNTY will inform CONTRACTOR via email to [billing@vector-us.com](mailto:billing@vector-us.com). COUNTY will either refund payment directly to the payor, remit the funds to CONTRACTOR, or retain the funds with the implied understanding that the payment will be listed on the relevant monthly Collection Report and is subject to CONTRACTOR’s service fee.

3.1.2.4. **Fee Types Managed by CONTRACTOR:** The specific aircraft operating fee types placed under CONTRACTOR’s management via this AGREEMENT served as an inducement for CONTRACTOR to enter into this AGREEMENT and were integral in determining CONTRACTOR’s fee for professional services. If during the Initial Term or Successive Term COUNTY wishes to remove a fee type from CONTRACTOR’s management, COUNTY shall request CONTRACTOR provide an opinion as to whether the removal materially alters the Scope of Work of this AGREEMENT. If in the judgement of

CONTRACTOR, the requested change does constitute a material alteration in Scope, the parties shall engage in good-faith negotiations regarding an amendment to CONTRACTOR's service fee. If the parties are unable to produce a mutually acceptable amendment, CONTRACTOR reserves the right to terminate this AGREEMENT for convenience by providing 90 days' notice.

**3.1.2.5. Airport Policy:** COUNTY shall be responsible for setting COUNTY policy as it pertains to aircraft fee billing, including but not limited to fee structures, types of aircraft activities deemed billable, and other matters that may involve CONTRACTOR's Work in the performance of this AGREEMENT. CONTRACTOR accepts no responsibility and expresses no opinion as to the legality of aircraft fee billing policies instituted by the COUNTY. The COUNTY is responsible for communicating these policies to the appropriate COUNTY stakeholders including the flying community.

**3.1.2.6. Fee Changes:** All fee changes, including but not limited to rates and billing rules, must be submitted via a Change Order, provided in EXHIBIT D, to [officemanager@vector-us.com](mailto:officemanager@vector-us.com) at least forty-five (45) calendar days prior to implementation. The Change Order will undergo review for approval and must be executed by an authorized representative of CONTRACTOR before any fee changes are considered accepted and can be implemented.

**3.1.2.7.** COUNTY shall maintain a publicly accessible listing of aircraft operating fees on its website. This listing shall include a current list of fees and rates or provide a direct link to a document containing the current fees and rates. CONTRACTOR shall not be liable for any consequences, financial or otherwise, resulting from COUNTY's failure to post accurate and/or current fee information on its website as required herein.

**3.1.2.8. Authorization to Bill & Authorization to Collect Documentation:** COUNTY shall provide to CONTRACTOR within thirty (30) calendar days of AGREEMENT execution an "Authorization to Bill & Collect" letter with materially similar form and content to the example provided in EXHIBIT B. The letter must be provided on the official letterhead of the COUNTY and signed by an authorized representative of the COUNTY.

COUNTY shall provide to CONTRACTOR within thirty (30) calendar days of AGREEMENT execution an "Authorization to Collect" letter with materially similar form and content to the example provided in EXHIBIT C. The letter must be provided on the official letterhead of the COUNTY and signed by an authorized representative of the COUNTY.

**3.1.2.8.1.** No later than thirty (30) days following the COMMENCEMENT DATE, COUNTY will provide the "Authorization to Bill & Collect" letter on the webpage where fee information is displayed for public view. COUNTY may either provide a link to the letter in PDF form or post the content of the Letter itself on the fee page.

**3.1.2.8.2.** No later than thirty (30) days following the COMMENCEMENT DATE, COUNTY will provide a link to CONTRACTOR's secure payment portal on the webpage where fee information is displayed for public view. The link shall include the following information in materially similar form and content:

Vector offers a self-service web portal for convenient online payments and account management at <https://payment.PLANEPASS.com>. The portal\* allows aircraft operators to:

- 1) Update contact information, including email or postal mail addresses
- 2) Process credit card payments

- 3) Enroll in electronic invoicing
- 4) View account history
- 5) Request copies of invoices via email or download Excel-formatted invoices  
\*The portal login is based on Vector invoice number and Vector operator ID

**3.1.2.9. Additional Documentation:** COUNTY shall execute and deliver any other agreements, amendments, change orders, letters or other applicable documentation that CONTRACTOR deems necessary in order for CONTRACTOR to provide the Products and Services requested by COUNTY from time to time.

## EXHIBIT B – Authorization to Bill Letter

DATE

Dear {AIRPORT NAME} Community,

Effective DATE, Vector Airport Systems (“Vector”) assumed the billing and collection of landing fees on behalf of {AIRPORT NAME} ({AIRPORT CODE}). {If applicable: For all operations occurring until midnight on DATE, {AIRPORT NAME} will bill and continue to collect landing fees for commercial and/or general aviation flight activity.)

“Landing fees” is a commonly used term that refers to aircraft operating fees. Landing fees for {AIRPORT CODE} are currently charged using the time of departure/arrival {choose one}. Please be aware that touch-and-go operations are considered departures/arrivals and thus are billed.

Vector will assess and bill fees in accordance with the Airport’s established Landing Fee schedule located at: \_\_\_\_\_ [The Airport should insert a web hyperlink to the City/County website stating the established fee] Please note that landing fees are calculated using the aircraft’s FAA-certified MTOW/MLW {Choose one}.

Vector transmits a monthly invoice to an aircraft’s registered owner or managing entity after the conclusion of each monthly billing cycle. Vector offers a self-service web portal for convenient online payments and account management at <https://payment.planepass.com>.

- **Vector’s self-service web portal\* allows aircraft operators to:**

- 1) Update contact information, including email or postal mail addresses
- 2) Process credit card payments
- 3) Enroll in electronic invoicing
- 4) View account history
- 5) Request copies of invoices via email or download Excel-formatted invoices

*\*The portal login is based on Vector invoice number and Vector operator ID*

For billing questions or concerns, please contact Vector’s PLANEPASS® billing service team at [billing@vector-us.com](mailto:billing@vector-us.com) or (888) 588-0028 Option 01 or x700.

The Airport’s Administration Office staff may also be reached [*insert email*].

Sincerely,



[insert signature - preferably a cursive version of your wet signature]

## EXHIBIT C – Authorization to Collect Letter

DATE

Dear {AIRPORT NAME} Aircraft Operator,

Since DATE, Vector Airport Systems (“Vector”) has managed the billing and collection of landing fees on behalf of {AIRPORT NAME} ({AIRPORT CODE}). Vector is authorized to collect balances due on the Airport’s behalf.

{AIRPORT NAME} ({AIRPORT CODE}) is aware of the outstanding balance owed on your account. Please remit payment to Vector immediately. The Airport does not accept payments directly. Further action may be taken if payment is not made in the next 10 business days.

### I. How To Pay: Vector offers multiple payment methods:

For check or EFT payments, please use the following information:

<b>Account Name:</b>	PLANEPASS® - US Airports
<b>Lockbox Address:</b>	
<b>Account Number:</b>	
<b>Bank Name:</b>	
<b>Bank ABA Routing Number:</b>	
<b>International Wire Number*:</b>	
<b>SWIFT Code:</b>	

- For credit card payments, please visit Vector’s PLANEPASS® Payment Portal: <https://payment.planepass.com>

### II. Billing Concerns & Account Management with Activity Details:

Vector’s PLANEPASS® Payment Portal (<https://payment.planepass.com>)\* allows aircraft operators to:

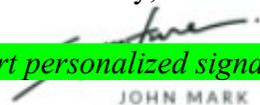
- 1) Make credit card payments
- 2) Update account information including email and postal mail addresses
- 3) View airport fee structures, Authorization to Bill letters, and W9s
- 4) Enroll in electronic invoicing
- 5) View account history
- 6) View and download invoices as .csv files for use in MS Excel

\*The portal login is based on your Vector invoice number and Vector operator ID.

III. **Landing fees:** Landing fees for Airport {AIRPORT CODE} are based upon arrival/DEPARTURE and are not an arrival/DEPARTURE fee. Vector assesses and bills these fees in accordance with the established landing fee structure located at: [insert link to proper Airport webpage]

If you have questions unrelated to billing, you may contact the Airport's **Administration Office staff** at **[insert email]** and **[phone number]**. You may contact Vector's *PLANEPASS*® billing service team at [billing@vector-us.com](mailto:billing@vector-us.com) or (888) 588-0028 Option 01 or x700.

Sincerely,

  
**[insert personalized signature – this should be your unique personalized signature like this one:]**

JOHN MARK  
CEO

## EXHIBIT D – CHANGE ORDER

**REQUESTED BY (CLIENT):**

**CONTRACTOR:**

**Client Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Requestor Name:** \_\_\_\_\_

**Requestor Phone:** \_\_\_\_\_

**Requestor Email:** \_\_\_\_\_

**Change Order No.** \_\_\_\_\_

**Date of Request:** \_\_\_\_\_

**Contractor Name:** Vector Airport Systems, LLC.

**Address:** 280 Sunset Park Dr  
Herndon, VA 20170

**Contractor Phone:** (703) 817-7777

**Contractor Email:** officemanager@vector-us.com

Description of Change	Reason For Change	Requested Effective Date

APPROVED BY:	
<p><b><i>THIS CHANGE ORDER IS NOT CONSIDERED ACCEPTED OR EFFECTIVE UNTIL EXECUTED BY AUTHORIZED REPRESENTATIVES OF BOTH THE REQUESTOR AND CONTRACTOR BELOW.</i></b></p> <p>Change Orders must be submitted to <a href="mailto:officemanager@vector-us.com">officemanager@vector-us.com</a> at least forty-five (45) calendar days prior to requested effective date.</p>	
<p>_____ AUTHORIZED REQUESTOR NAME</p>	<p>_____ AUTHORIZED CONTRACTOR NAME</p>
<p>_____ AUTHORIZED REQUESTOR SIGNATURE</p>	<p>_____ AUTHORIZED CONTRACTOR SIGNATURE</p>
<p>_____ DATE OF ACCEPTANCE</p>	<p>_____ DATE OF ACCEPTANCE</p>

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Resolution; Adopting Landing Fees for General Avia

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Resolution; Landing Fees for General Aviation Aircraft at the Gunnison-Crested Butte Regional Airport

**Fiscal Impact:**

**Submitted by:** Holly Perry for Rick Lamport

**Submitter's Email Address:** spetsch@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 10/15/2025

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 10/15/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 10/15/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/16/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 10/21/2025

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

**RESOLUTION NO. 2025-\_\_\_\_\_**

**A RESOLUTION ADOPTING LANDING FEES FOR GENERAL AVIATION AIRCRAFT  
AT THE GUNNISON-CRESTED BUTTE REGIONAL AIRPORT**

WHEREAS, the Board of County Commissioners of Gunnison County (“Board”) owns and operates the Gunnison-Crested Butte Regional Airport (“Airport”), providing airfield services to the General Aviation operators and movements; and

WHEREAS, the Board desires to implement landing fees for General Aviation movements; and

WHEREAS, the Board is taking this action to better fund the operation of the Airport, and to make the Airport as self-sustaining as possible in a non-discriminatory manner.

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

1. A landing fee of \$5.00 (five dollars) per one thousand (1,000) pounds of maximum allowable gross landing weight on all arrivals is hereby imposed on, and shall be paid to the Airport by all General Aviation operated aircraft landing at the Airport including all Part 91, Part 135 and Part 141 operators, with the following exemptions;

- Government-Owned (Federal, State of Colorado) and Military Aircraft registered as owned by the government according to the Federal Aviation Administration (“FAA”) Registry will be exempt from payment of landing fees.
- General Aviation aircraft below 9,000lbs maximum allowable gross landing weight will be exempt from payment of landing fees.
- Aircraft based at the Airport (aircraft whose owners or operators have entered into a long term parking, tie down or hangar agreement of more than 183 days per year) will be exempt from payment of landing fees.
- All Non-profit MEDI-VAC or ANGEL flights will be exempt from payment of landing fees.
- A landing fee will not be assessed in the event an aircraft lands at the Airport due to a declared emergency.
- No landing fee will be assessed in the event an aircraft departs from the Airport for another destination and, without making a stop at another airport, is forced to

return to and land at the Airport because of weather, mechanical, or other similar emergency or precautionary reasons. A full landing fee will be charged for ferry flights landing at the Airport, and for unscheduled landings of aircraft originating from another airport and diverted to the Airport due to weather or mechanical.

2. The landing fee becomes effective on December 1st, 2025, at 12:00 midnight. and shall remain in effect until amended or adjusted by resolution by the Board of County Commissioners of the County of Gunnison, Colorado.

INTRODUCED by Commissioner \_\_\_\_\_, seconded by Commissioner

\_\_\_\_\_, and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By \_\_\_\_\_  
Laura Puckett Daniels, Chairperson

By \_\_\_\_\_  
Elizabeth Smith, Vice Chairperson

By \_\_\_\_\_  
Jonathan Houck, Commissioner

ATTEST [seal]:

\_\_\_\_\_  
Deputy County Clerk

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Amendment to Grooming Permit for County Road 12; G

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Amendment to extend the permit for grooming on CR12 for the 2025-2026 winter season.

**Fiscal Impact:**

**Submitted by:** Martin Schmidt

**Submitter's Email Address:** mschmidt@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Legally sufficient. SO 10/16/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 10/16/2025

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/16/2025

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 0

Agenda Date: 10/21/2025

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**AMENDMENT TO GROOMING PERMIT FOR COUNTY ROAD 12**

THIS AMENDMENT TO GROOMING PERMIT ("Permit") modifies that certain Grooming Permit for County Road 12 by and between the **Gunnison County Sno Trackers Snowmobile Club Inc.** (hereinafter "Sno Trackers") and the **County of Gunnison, State of Colorado** (hereinafter "Gunnison County"), dated September 26, 2023.

WHEREAS, the Permit was entered into for the purpose of trail grooming; and

WHEREAS, Sections 1.B. and 1.C. of the Permit sets forth the processes for renewing and amending the Permit; and

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, Gunnison County and the Sno Trackers do hereby agree to amend Permit as follows:

1. GENERAL TERMS

- A. TERM. This permit commences on the date when signed in full and shall expire at midnight on 5/31/2026.

Except as modified herein, the terms and conditions of the Permit shall be and hereby are reaffirmed and ratified. All other provisions of the Permit shall remain the same.

**IN WITNESS WHEREOF** the parties hereto agree to the foregoing Amendment.

**APPROVED** on \_\_\_\_\_, 2025 by the Gunnison County Board of County Commissioners.

COUNTY OF GUNNISON  
STATE OF COLORADO

ATTEST:

\_\_\_\_\_  
Laura Puckett-Daniels, Chairperson

\_\_\_\_\_  
Deputy Clerk

**APPROVED** on OCT. 13, 2025 by the Gunnison County Sno Trackers Snowmobile Club, Inc.

SNO TRACKERS SNOWMOBILE CLUB

Bub Dumas - President

GUNNISON COUNTY GROOMING PERMIT  
FOR WINTER ON KEBLER PASS ROAD

**GUNNISON COUNTY SNO TRACKERS SNOWMOBILE CLUB INC** of CRESTED BUTTE, CO 81224 (“holder” or “permittee”), pursuant to this Grooming Permit with Gunnison County (“County”), is permitted to groom snow on all or part of County Road #12, Kebler Pass Road, from the Kebler Pass Winter Trailhead to the Gunnison National Forest boundary, further described as displayed in map/legal description attached as “Exhibit A” (the “permit area”) subject to the following terms.

**1. GENERAL TERMS**

**A. TERM.** This permit commences on the date when signed in full and shall expire at midnight on 5/31/2024. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. For the avoidance of doubt, no fee is required of holder for the issuance of this permit.

**B. RENEWAL.** This permit may be renewed upon expiration, provided the use is consistent with applicable Federal, State of Colorado and County laws and regulations, and the terms of this permit and the holder has performed satisfactorily under this permit, as determined by the County in its sole discretion. If the holder wants this permit to be renewed, the holder must notify the County in writing at least three(3) months before this permit expires. The decision whether to issue a new permit to the holder is at the sole discretion of the County. The County may prescribe new terms and conditions when a new permit is issued in its sole discretion. Renewal will occur by written addendum to this permit.

**C. AMENDMENT.** This permit may be amended in whole or in part by the County when, in its discretion, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, or otherwise.

**D. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS.** In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future laws and regulations, including present and future federal, state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with state or County law, regulation, or policy. The County assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

**E. NON-EXCLUSIVE USE.** The use and occupancy authorized by this permit are not exclusive. The County reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any of its right or obligation under any law or regulation. The County reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered

by this permit shall remain open to the public for all lawful purposes and as approved by the County.

#### **F. CHANGE IN CONTROL**

1. **Notification.** The holder shall notify the authorized officer when a change in control of the business entity that holds this permit is planned. The holder may not assign all or part of the authorized use to others.

- (a) In the case of a corporation, control is an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the business so as to permit the exercise of managerial authority over the actions and operations of the corporation or election of a majority of the board of directors of the corporation.
- (b) In the case of a partnership, limited partnership, joint venture, or individual entrepreneurship, control is a beneficial ownership of or interest in the entity or its capital so as to permit the exercise of managerial authority over the actions and operations of the entity.
- (c) In other circumstances, control is any arrangement under which a third party has the ability to exercise management authority over the actions or operations of the business.

2. **Termination.** This permit is not transferable. Any change in control of the business entity as defined in clause I.F.1 shall cause this permit to terminate. The party who acquires control of the business entity must submit an application for a permit for the type of use and occupancy authorized by this permit. Issuance of a new permit to the party acquiring control shall be at the sole discretion of the County.

**G. LIMITATIONS.** Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically provided for in this permit. Any use not specifically identified in this permit must be proposed in writing. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the County.

#### **I. GROOMING OPERATIONS.**

##### **PERMITTEE MUST NOTIFY AND RECEIVE WRITTEN NOTICE TO PROCEED FROM THE PUBLIC WORKS DIRECTOR BEFORE GROOMING COMMENCES.**

Grooming shall be done in a manner to preserve and protect roads during the term of the agreement and to the extent necessary to insure safe and efficient transportation and to prevent excessive erosion damage to roads or streams.

Grooming work shall include: (1) Grooming of a trail, which will provide for safe and efficient use, and (2) leaving culvert inlets in a natural condition without snow or other material pushed

into them so that the drainage system will function normally, and (3) all grooming must be done so that signs and delineators are not damaged.

Permittee shall perform grooming as follows:

1. Transportation and loading or unloading or storage of Grooming equipment shall not create a hazard to users or inhibit use of the roadway or trailhead.
2. Grooming of the trail should not create long-term negative effects to any users.
3. Operators shall reasonably coordinate with County staff to accommodate all uses of the trail and trailhead.
4. All debris, except snow and ice, that is removed from the road surface and ditches shall be deposited away from stream channels at agreed upon locations.
5. The banks shall not be undercut nor shall gravel or other surfacing material be pushed off the road.
6. Ditches and culverts shall be kept functional during and upon completion of grooming operations. Any damage done to drainage infrastructure which impair their proper use shall be repaired or replaced by the permittee at the sole cost and expense of the permittee.
7. The Permittee must give the Gunnison County Public Works Department at least two working days advance notice before grooming ceases.
8. Vehicles and equipment used to groom must be licensed and insured pursuant to Colorado law.

An inspection will be conducted at the end of the winter season when the snow is off the road and drainage infrastructure.

## **II. RIGHTS AND LIABILITIES**

**A. LEGAL EFFECT OF THE PERMIT.** This permit, which is revocable and terminable, is not a contract or a lease, but rather a license. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan. The decision of the County to not renew or to amend this permit or to issue a new permit does not create any cause of action in law or in equity.

**B. VALID EXISTING RIGHTS.** This permit is subject to all valid existing rights. Valid existing rights include those derived under mining and mineral leasing laws. The County is not liable to the holder for the exercise of any such right.

**C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.** The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

**D. WATER RIGHTS.** This permit does not confer any water rights on the holder. Water rights are not required by state law and may not be acquired to exercise the minor water uses authorized by this permit.

**E. SERVICES NOT PROVIDED.** This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other service by a government agency, utility, association, or individual.

**F. RISK OF LOSS.** The holder assumes all risk of loss associated with use and occupancy of the permit area, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature.

**G. DAMAGE TO COUNTY PROPERTY.** The holder has an affirmative duty to protect from damage the land, property, and other interests of the County that are associated with the use and occupancy authorized by this permit. Damage includes but is not limited to destruction of or damage to County and or forest lands covered by this permit, fire suppression costs, and destruction of or damage to government-owned improvements covered by this permit.

1. The holder shall be liable for all injury, loss, or damage, including fire suppression, or other costs resulting from rehabilitation or restoration of natural resources associated with the use and occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs in connection therewith.

2. The holder shall be liable for damage to all County roads and trails caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees, except that liability shall not include reasonable and ordinary wear and tear.

**H. HEALTH AND SAFETY.** The holder shall address the health and safety of its employees, agents, and clients by having trained and qualified staff, utilizing properly maintained equipment, and providing supervision appropriate for the level of risk associated with the authorized activity. The holder shall avoid situations or conditions that cause or threaten to cause a hazard to public health or the safety of the holder's employees, agents, customers or clients. The holder shall as soon as practicable notify the County of all accidents that occur in connection with such activities. The County has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

**I. ENVIRONMENTAL PROTECTION.** The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the permit area.

Environmental damage includes but is not limited to all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. If the environment or any government property covered by this permit becomes damaged in connection with the holder's use and occupancy, the holder shall as soon as practicable repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the County.

**J. INDEMNIFICATION OF THE COUNTY.** The holder shall indemnify, defend, and hold harmless the County for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use and occupancy authorized by this permit. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable; (2) judgments, claims, demands, penalties, or fees assessed against the County; (3) costs, expenses, and damages incurred by the County; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous substance, pollutant, contaminant, oil in any form, or petroleum product into the environment. The County may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

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

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by holder during the term of this permit.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

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

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this permit shall not act as a waiver of holder's breach of this permit or of any of the County's rights or remedies under this permit.

If excluded from any policy coverage, this permit shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the holder. Holder shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Workers Compensation policies, if required. For all coverages required under this permit, holder's insurer(s) shall waive subrogation rights against the County by policy endorsement.

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

## **V. REVOCATION, SUSPENSION AND TERMINATION**

**A. REVOCATION AND SUSPENSION.** The County may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state, or local laws and regulations;
2. For noncompliance with the terms of this permit;
3. For failure of the holder to exercise the privileges granted by this permit;
4. With the consent of the holder; or
5. At the discretion of the County.

**B. NOTICE AND OPPORTUNITY TO TAKE CORRECTIVE ACTION.** Prior to revocation or suspension under clause V.A., the County may give the holder written notice of

the grounds for the action to be taken and a reasonable opportunity to complete corrective action prescribed by the County.

**C. IMMEDIATE SUSPENSION.** The County may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the County of the adverse conditions prompting the suspension. The County shall grant this request within three (3) business days. Following the onsite review, the County shall promptly affirm, modify, or cancel the suspension.

**D. TERMINATION.** This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the County. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the County.

Obligations Binding:

The undersigned holder agrees:

That the permittee has read and understands all of the foregoing requirements, restrictions and conditions;

That, for valuable and sufficient consideration, the holder is contractually obligated to the Board of County Commissioners of the County of Gunnison, Colorado to fully and faithfully abide by and perform all of the foregoing requirements, restrictions and conditions; and

That the Board of County Commissioners of the County of Gunnison, Colorado may legally and specifically enforce each of the foregoing requirements, restrictions and conditions by informal action (e.g., suspending this permit) or by formal action (e.g., litigation).

Signed by the parties hereto on the day and year first set forth below.

BOARD OF COUNTY COMMISSIONERS  
OF GUNNISON COUNTY, COLORADO

PERMITTEE/HOLDER

BY 

BY Bob Davison

TITLE Chairperson

ADDRESS: 195 Basin Park Drive

Gunnison, CO 81230

Date 9-6-2023

TITLE PRESIDENT

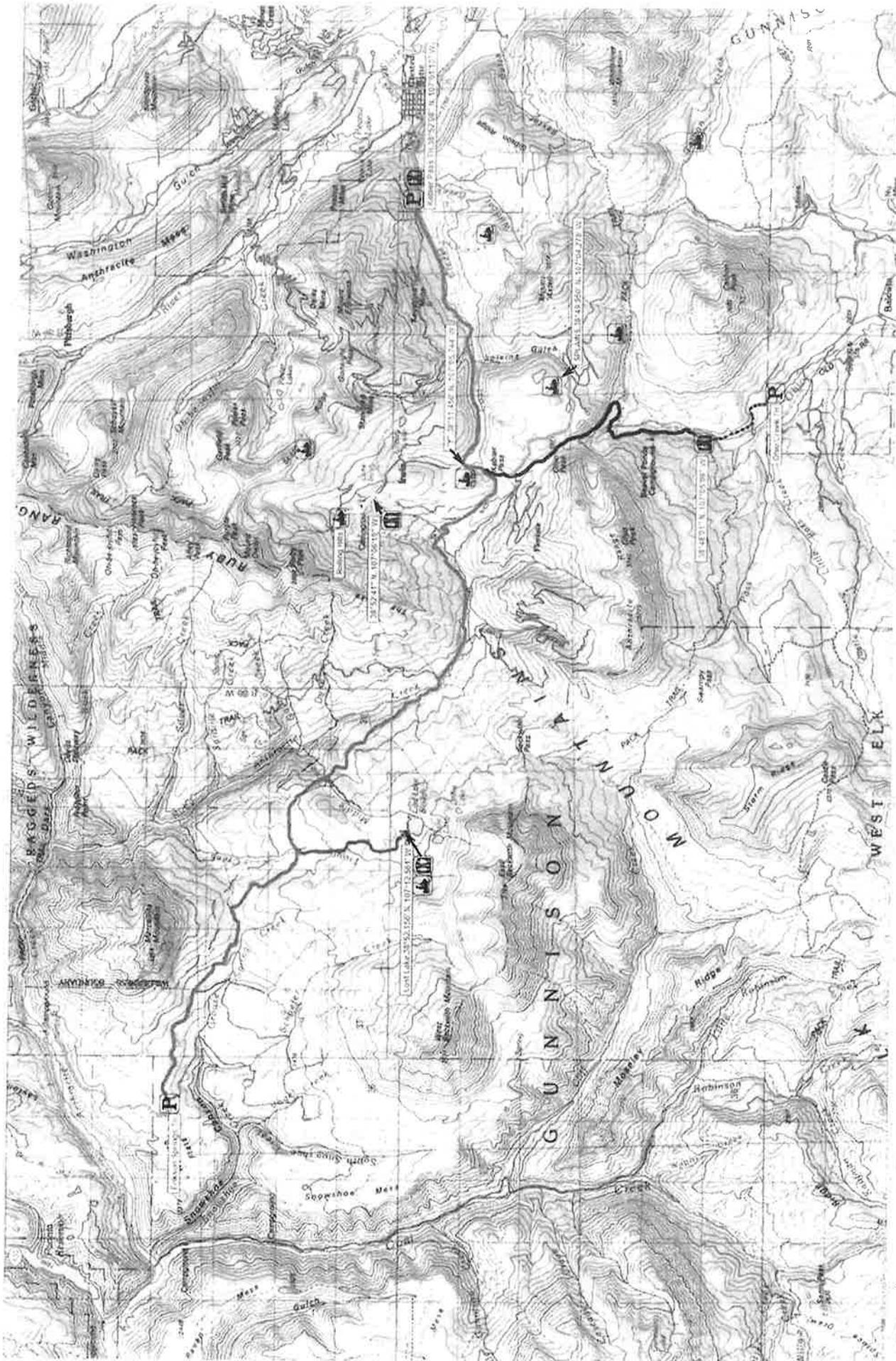
ADDRESS: PO BOX 34

GUNNISON CO 81230

Date 8/25/23



# KEBLER PASS TRAIL SYSTEM



- Kebler Pass Trail
- Lost Lake Spur Trail
- Splains Gulch Trail
- Ohio Pass Trail
- Trail Not Groomed
- Lake Irwin, Rolling Hills, Old Kebler Spur Trails

NOT TO SCALE

- PARKING/TRAILHEAD
- PLAY AREA
- BATHROOM



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**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Funding Request; Gunnison Valley Regional Transpor

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

RTA Brush Creek Roundabout Funding Lette

**Fiscal Impact:**

**Submitted by:** Holly Perry for Patty Dowd Schmidt

**Submitter's Email Address:** hperry@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 10/16/2025

**County Attorney Review:**

Required

Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/16/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 10/21/2025



Gunnison County Board of County Commissioners

Phone: (970) 641-0248

Email: [bocc@gunnisoncounty.org](mailto:bocc@gunnisoncounty.org)

Website: [www.GunnisonCounty.org](http://www.GunnisonCounty.org)

October 21, 2025

Gunnison Valley Regional Transportation Authority  
Board of Directors

**Re: Brush Creek Roundabout Funding**

Dear RTA Board of Directors,

As you know, the Brush Creek Roundabout project represents a transformative step forward in the safety, efficiency, and connectivity of the Highway 135 corridor. This project is critical to traffic flow in this area, especially once the 252-unit Whetstone Village development is completed. In addition, the Brush Creek roundabout directly enhances the Gunnison Valley RTA system, as this project will deliver two new, fully integrated bus stops that dramatically improve rider safety, comfort, and access at what will become one of the RTA's most heavily used locations. We appreciate the RTA's consideration of contributing financially to this multi-agency coordinated effort, as this will help ensure that the new infrastructure fully supports the valley's transit system, both now and as our communities continue to grow.

As your board discusses your participation in this project, below are a few key points to consider:

**Enhancement to Safety and Transit Access:**

The roundabout design includes **northbound and southbound RTA bus stops on Highway 135**, complete with dedicated pullouts, ADA-accessible boarding areas, and solar-lit shelters. With the roundabout reducing travel speeds from 55 mph to roughly 20 mph, riders will benefit from a far safer environment for boarding and off-loading. These stops will serve not only current users but also future residents of the Whetstone Village workforce housing development — a major population hub immediately adjacent to the site.

**Strengthening Regional Mobility:**

The roundabout project is a cornerstone of the Valley's regional mobility and sustainability goals. By providing convenient, safe, and well-designed bus stops, we are encouraging more residents and employees to choose public transit over private vehicles. Integrating these bus stops within the roundabout also transforms a traditional highway improvement into a **true multimodal transportation hub** that supports cars, buses, cyclists, and pedestrians alike.

**Cost Efficiency Through Partnership:**

Constructing the bus stops alongside the roundabout **now** is significantly more cost-effective than retrofitting later. This shared timing allows the County and RTA to leverage joint design, grading, and mobilization efforts — minimizing long-term expenses and service disruptions. After final engineering, total project costs for the entire roundabout (including two bus stops), increased from the original **\$8 million figure to \$11 million**, reflecting higher-than-anticipated construction and materials costs.

Through careful value engineering, the County has reduced the total project to about **\$9.5 million**, with approximately **\$426,000 allocated for the two bus stops**. Existing grants will cover **\$340,800** for the bus stops, and we respectfully request the RTA’s partnership to fund the remaining **\$85,200**.

**Looking Ahead:**

Once complete, the roundabout project will vastly improve transit access at Brush Creek — and lay the groundwork for a potential park-and-ride facility or trail connection as a Phase II project that could further expand RTA’s reach and service. In short, the Brush Creek Roundabout project is a smart, forward-looking investment that enhances both road safety and public transit. The County values the RTA’s longstanding commitment to regional connectivity and sustainability, and we hope you will join us in bringing this vital infrastructure to completion.

Sincerely,

Gunnison County Board of Commissioners

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Laura Puckett Daniels, Chairperson

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Jonathan Houck, Commissioner

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Liz Smith, Commissioner

Estimate for the Bus Infrastructure for Brush Creek

SH 135 and Brush Creek Road	SS4A Federal Request	SS4A Non-Federal Match	Total Project Costs
Bus Pullout	\$ 340,800.00	\$ 85,200.00	\$ 426,000.00

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** September 2025 Cash Transfer Report

**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

September 2025 Cash Transfer Report

**Fiscal Impact:** 9,902,929.31

**Submitted by:** Lupita Halligan

**Submitter's Email Address:** lhalligan@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 10/16/2025

**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: 10/17/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 10/21/2025



**GUNNISON COUNTY, COLORADO  
CASH TRANSFER AUTHORIZATION  
September-25**

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(1,107,100.75)
130	95 11122	General - Payroll Account	1,531,995.17	0.00
150	01 11102	General - Water Resources	0.00	0.00
155	01 11103	General - Workforce Impact Fee:	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(5,572,215.62)
002	02 11900	Road & Bridge	0.00	(459,017.96)
003	03 11900	Human Services	0.00	(146,983.66)
004	04 11900	Public Health Agency	0.00	(22,671.36)
007	07 11900	Conservation Trust	10,993.34	0.00
008	08 11900	Bond Fund	0.00	(2,875.00)
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	0.00	(26,231.48)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	584,213.87	0.00
013	13 11900	Land Preservation	75,317.22	0.00
030	30 11900	Mosquito Control	0.00	(16,513.04)
032	32 11900	Sage Grouse Trust	11,966.38	0.00
034	34 11900	Risk Management	0.00	0.00
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	0.00
050	50 11900	Gunnison County Sewer	0.00	(399,810.09)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	28,843.02	0.00
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(186,837.47)
125	52 11101	Solid Waste - Landfill Closure	7,546.96	0.00
126	52 11102	Solid Waste - Landfill Const	28,403.32	0.00
070	70 11900	Housing Authority	0.00	(1,821,689.56)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	0.00	(136,647.51)
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	280,934.03	0.00
082	82 11900	ISF-II	0.00	(162.41)
090	90 11900	Health Insurance Trust	39,007.19	0.00
115	90 11101	Health Insurance Claims	154,320.82	0.00
091	91 11900	Local Marketing District	262,486.81	0.00
092	92 11900	Transportation Authority	359,103.35	0.00
093	93 11900	Public Trustee Agency	0.00	(4,173.40)
145	95 11121	Accounts Payable Clearing	6,527,797.83	0.00
<b>TOTALS</b>			<b>\$ 9,902,929.31</b>	<b>\$ (9,902,929.31)</b>

TRANSFER FOR JOURNAL ENTRIES:

509063, 509064, 509065, 509066, 509067, 508416, 507883, 508597, 507885, 509129, 507887, 508825, 507888, 508826, 509273, 509308, 509311, 509315, 509316, 509317, 509319, 509327, 509421, 509422, 509423, 509425, 509426, 509427, 509428, 508838, GBI 510001, UBB 510033, UBB 510036, UBB 510031, 508839, 510038, 509433509434, 509477, Void 163666, Void 163896, Void 163749, Void 164006, GNI, AP, 509474, 509418, 509419,

PREPARED BY: Whitney  
 AUTHORIZED BY: Lupita Halligan  
 RECEIVED BY TREASURER: Leressa Brown

DATE: OCT 09 2025  
 DATE: 10/09/25  
 DATE: 10/9/25

**GUNNISON COUNTY, COLORADO  
JOURNAL ENTRY CASH TRANSFERS  
FOR THE MONTH ENDING:  
September-25**

Balance	JE's	Description	Finance Business Date	01	01	01	01	01	02	03	04	07	08	08	08
				General Fund 01 11900	Water Resource Prot. 01 11102	Workforce Impact Fees 01 11103	Courthouse Renovation 01 11105	Revenue Clearing 01 11106	Road & Bridge 02 11900	Human Services 03 11900	Public Health 04 11900	Conservation Trust 07 11900	Bond Fund 08 11900	Series 2010 Bond Reserve 08 11101	Series 2013 Bond Reserve 08 11102
-	509063,	STND1: VEHICLE/EQUIPMENT RENT	9/30/2025	(27,143.75)						(903.11)					
-	509064,	STND2: BUDGETED INTERFUND TRANSFERS	9/30/2025	46,082.76					(9,545.84)		(5,166.67)				
-	509065,	STND3: MAPPING SYSTEM CHARGES	9/30/2025	(11,533.33)					(1,675.76)	(22.08)	(22.08)				
-	509066,	STND4: TELEPHONE/FAX SYSTEM CHARGES	9/30/2025	(4,945.34)					(498.00)	(765.00)	(989.99)				
-	509067,	STND5: COMPUTER SYSTEM CHARGES	9/30/2025	(30,516.10)					(3,302.58)	(2,833.33)	(5,439.75)				
-	508416,	RECLASS PORTION OF NCOA TO RAE	8/31/2025	688.94							(688.94)				
-	507883,	RECLASS HOUSING EXPENSES	7/31/2025	(8,250.03)											
-	508597,	MOTOR POOL RENTS AUG	8/31/2025	(3,350.20)						(150.50)	(55.30)				
-	507885,	RECLASS PR REGULAR PAY TO STD	7/31/2025	5,883.10											
-	509129,	RECLASS INDUSTRIAL PK TO GOLD BASIN INDUST PK	9/30/2025	42,776.43					(42,776.43)						
-	507887,	EQUIPMENT USAGE JUL	7/31/2025	(578.75)					(140,499.28)						
-	508825,	EQUIPMENT USAGE AUG	8/31/2025	(345.72)					(176,701.97)						
-	507888,	MATERIAL USAGE JUL	7/31/2025						(707.43)						
-	508826,	MATERIAL USAGE AUG	8/31/2025						(16,451.50)						
-	509273,	RECLASS REIMBURSEMENT	9/30/2025	982.86					(982.86)						
-	509308,	REC MED/DEN/FLEX/RX CHECKS SEP	9/30/2025	(3,037.73)											
-	509311,	PH PHOTOCOPY - SEPT	9/30/2025	(102.00)							(196.28)				
-	509315,	COPIES BLACK SEP 2025	9/30/2025	(747.76)					(3.60)	(3.20)	(19.32)				
-	509316,	COPIES COLOR SEP 2025	9/30/2025	(2,853.91)					(68.40)	(37.26)	(54.54)				
-	509317,	POSTAGE USE SEP 2025	9/30/2025	(1,071.37)											
-	509319,	EQUIPMENT USAGE SEP	9/30/2025	(190.00)					(126,841.98)						
-	509327,	MATERIAL USAGE SEP	9/30/2025						(1,130.96)						
-	509421,	RECLASS COPY CHARGE-CDOT OVER BUDGET	9/30/2025	96.44							(96.44)				
-	509422,	FUEL TAX CLAIM 3Q25	9/30/2025	(3,264.40)						26.01	7.09				
-	509423,	DHS RENT JUL TO SEP 25	9/30/2025	45,447.00						(45,447.00)					
-	509425,	RECLASS PR SEP25	9/30/2025								2,572.96				
-	509426,	DHS ACCOUNTING TIME 3RD QTR	9/30/2025	3,340.56						(3,340.56)					
-	509427,	DHS ATTORNEY TIME 3RD QTR	9/30/2025	39,799.16						(39,799.16)					
-	509428,	RECLASS PR FROM G5070 TO G3500 -WRONG IN PAYL	9/30/2025	1,120.09							(1,120.09)				
-	508838,	RECLASS OFFICE SUPPLIES	8/31/2025							62.09	(62.09)				
-	GBI 510001,	Weed District Rent October 2025	10/1/2025	(765.00)											
-	UBB 510033,	WATER/SEWER TRANSFERS NORTH GUNNISON 4TH QT	10/1/2025	(221.27)											
-	UBB 510036,	WATER/SEWER TRANSFERS DOS RIOS 4TH QTR	10/1/2025	(1,753.60)					(2,354.91)						
-	UBB 510031,	WATER/SEWER TRANSFERS ANTELOPE HILLS 4TH QTR	10/1/2025												
-	508839,	RECLASS ADVERTISING CHARGES	8/31/2025							147.27	(147.27)				
-	510038,	WATER & SEWER POSTAGE 4TH QTR	10/31/2025	808.37											
-	509433	MOTOR POOL RENTS SEP	9/30/2025	(2,863.00)						(106.40)	(999.60)				
-	509434,	LANDFILL ALLOCATION SEPTEMBER	9/30/2025												
-	509477,	CASH SHORTFALL TRANSFERS	9/30/2025	(152,700.00)							10,000.00				
-															
-	Void 163666,	Jennifer Schartz	7/22/2025	200.00											
-	Void 163896,	Access Early Education Foundation	9/23/2025	2,079.96											
-	Void 163749,	Charm-Tex	9/23/2025	720.00											
-	Void 164006,	Colorado Judicial District	9/9/2025	10.00											
-	GNI,	PCARD IMPORT August 2025	8/31/2025	74,875.79					(581.45)	(8,718.13)	(7,098.45)				
-	AP,	AP CLEARING September 2025	9/30/2025	(524,590.21)					(133,113.59)	(54,299.56)	(28,203.80)		(2,875.00)		
-	509474,	REVENUE CLEARING September 2025	9/30/2025	370,717.88				(5,572,215.62)	423,335.53	188,688.44	154,174.82	10,993.34			
-	509418,	PAYROLL IMPORT September 2025	9/30/2025	570,088.55					(225,116.95)	(176,909.22)	(139,065.62)				
-	509419,	PAYROLL TRANSFER (BMO TRF) September 2025	9/30/2025	(1,531,995.17)											
-		TOTALS		(1,107,100.75)	-	-	-	(5,572,215.62)	(459,017.96)	(146,983.66)	(22,671.36)	10,993.34	(2,875.00)	-	-

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

**September-25**

JE's	Description	Finance Business Date	10	10	12	13	30	32	34	43	50	50	51	51	52	52
			Airport Operations 10 11900	Terminal Construction 10 11101	Sales Tax 12 11900	Land Preservation 13 11900	Mosquito Control 30 11900	Sage Grouse 32 11900	Risk Management 34 11900	Capital Expenditures 43 11900	Sewer Fund 50 11900	Sewer Bond Reserve 50 11101	Water Fund 51 11900	Water Bond Reserve 51 11101	Solid Waste 52 11900	Landfill Closure 52 11101
509063,	STND1: VEHICLE/EQUIPMENT RENT	9/30/2025	(1,613.04)								(354.17)		(1,456.45)		(22,937.53)	
509064,	STND2: BUDGETED INTERFUND TRANSFERS	9/30/2025	(4,635.00)					1,675.00			(3,749.56)		2,416.65		(5,538.58)	
509065,	STND3: MAPPING SYSTEM CHARGES	9/30/2025	(22.08)										(661.67)			
509066,	STND4: TELEPHONE/FAX SYSTEM CHARGES	9/30/2025	(408.00)										(45.00)		(45.00)	
509067,	STND5: COMPUTER SYSTEM CHARGES	9/30/2025	(1,840.00)										(445.00)		(715.00)	
508416,	RECLASS PORTION OF NCOA TO RAE	8/31/2025														
507883,	RECLASS HOUSING EXPENSES	7/31/2025														
508597,	MOTOR POOL RENTS AUG	8/31/2025														
507885,	RECLASS PR REGULAR PAY TO STD	7/31/2025														
509129,	RECLASS INDUSTRIAL PK TO GOLD BASIN INDUST PK	9/30/2025														
507887,	EQUIPMENT USAGE JUL	7/31/2025													(2,165.50)	
508825,	EQUIPMENT USAGE AUG	8/31/2025													(4,754.02)	
507888,	MATERIAL USAGE JUL	7/31/2025														
508826,	MATERIAL USAGE AUG	8/31/2025													(450.00)	
509273,	RECLASS REIMBURSEMENT	9/30/2025														
509308,	REC MED/DEN/FLEX/RX CHECKS SEP	9/30/2025														
509311,	PH PHOTOCOPIY - SEPT	9/30/2025														
509315,	COPIES BLACK SEP 2025	9/30/2025	(7.64)										(8.60)			
509316,	COPIES COLOR SEP 2025	9/30/2025	(57.78)										(0.54)			
509317,	POSTAGE USE SEP 2025	9/30/2025														
509319,	EQUIPMENT USAGE SEP	9/30/2025											(190.00)		(5,571.89)	
509327,	MATERIAL USAGE SEP	9/30/2025														
509421,	RECLASS COPY CHARGE-CDOT OVER BUDGET	9/30/2025														
509422,	FUEL TAX CLAIM 3Q25	9/30/2025	0.67										43.52		108.36	
509423,	DHS RENT JUL TO SEP 25	9/30/2025														
509425,	RECLASS PR SEP25	9/30/2025														
509426,	DHS ACCOUNTING TIME 3RD QTR	9/30/2025														
509427,	DHS ATTORNEY TIME 3RD QTR	9/30/2025														
509428,	RECLASS PR FROM G5070 TO G3500 -WRONG IN PAYLI	9/30/2025														
508838,	RECLASS OFFICE SUPPLIES	8/31/2025														
GBI 510001,	Weed District Rent October 2025	10/1/2025	765.00													
UBB 510033,	WATER/SEWER TRANSFERS NORTH GUNNISON 4TH QT	10/1/2025									221.27					
UBB 510036,	WATER/SEWER TRANSFERS DOS RIOS 4TH QTR	10/1/2025									(73,770.61)		77,879.12			
UBB 510031,	WATER/SEWER TRANSFERS ANTELOPE HILLS 4TH QTR	10/1/2025									(36,214.10)		36,214.10			
508839,	RECLASS ADVERTISING CHARGES	8/31/2025														
510038,	WATER & SEWER POSTAGE 4TH QTR	10/31/2025									(541.23)		(267.14)			
509433,	MOTOR POOL RENTS SEP	9/30/2025														
509434,	LANDFILL ALLOCATION SEPTEMBER	9/30/2025						11,966.38							(47,916.66)	7,546.96
509477,	CASH SHORTFALL TRANSFERS	9/30/2025														
Void 163666,	Jennifer Schartz	7/22/2025														
Void 163896,	Access Early Education Foundation	9/23/2025														
Void 163749,	Charm-Tex	9/23/2025														
Void 164006,	Colorado Judicial District	9/9/2025														
GNI,	PCARD IMPORT August 2025	8/31/2025	(1,734.11)										(90.10)		(8,372.60)	
AP,	AP CLEARING September 2025	9/30/2025	(98,400.21)		(263,678.13)		(18,188.04)				(283,808.22)		(70,055.06)		(37,930.40)	
509474,	REVENUE CLEARING September 2025	9/30/2025	168,309.60		847,892.00		75,317.22								5,184.10	
509418,	PAYROLL IMPORT September 2025	9/30/2025	(86,588.89)								(1,593.47)		(14,490.81)		(55,732.75)	
509419,	PAYROLL TRANSFER (BMO TRF) September 2025	9/30/2025														
TOTALS			(26,231.48)	-	584,213.87	75,317.22	(16,513.04)	11,966.38	-	-	(399,810.09)	-	28,843.02	-	(186,837.47)	7,546.96

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

**September-25**

JE's	Description	Finance Business Date	52 Landfill Construction 52 11102	70 Housing Authority 70 11900	70 Hsg Auth Deposits 70 11101	71 Senior Housing 71 11900	71 Senior Hsg. Deposits 71 11101	72 Assisted Living 72 11900	80 Internal Service I 80 11900	82 Internal Service II 82 11900	90 Health Insurance 90 11900	90 Health Claims Clearing 90 11101	91 Marketing District 91 11900	92 Transportation Authority 92 11900	93 Public Trustee 93 11900	95 Accounts Pay Clearing 95 11121
509063,	STND1: VEHICLE/EQUIPMENT RENT	9/30/2025							54,564.30	(156.25)						
509064,	STND2: BUDGETED INTERFUND TRANSFERS	9/30/2025		(916.67)					(8,108.83)	(7,638.09)			(3,708.50)	(1,166.67)		
509065,	STND3: MAPPING SYSTEM CHARGES	9/30/2025								13,937.00						
509066,	STND4: TELEPHONE/FAX SYSTEM CHARGES	9/30/2025							(45.00)	7,786.33					(45.00)	
509067,	STND5: COMPUTER SYSTEM CHARGES	9/30/2025							(460.00)	45,786.76					(235.00)	
508416,	RECLASS PORTION OF NCOA TO RAE	8/31/2025														
507883,	RECLASS HOUSING EXPENSES	7/31/2025		8,250.03												
508597,	MOTOR POOL RENTS AUG	8/31/2025							3,556.00							
507885,	RECLASS PR REGULAR PAY TO STD	7/31/2025										(5,883.10)				
509129,	RECLASS INDUSTRIAL PK TO GOLD BASIN INDUST PK	9/30/2025														
507887,	EQUIPMENT USAGE JUL	7/31/2025							143,243.53							
508825,	EQUIPMENT USAGE AUG	8/31/2025							181,801.71							
507888,	MATERIAL USAGE JUL	7/31/2025							707.43							
508826,	MATERIAL USAGE AUG	8/31/2025							16,901.50							
509273,	RECLASS REIMBURSEMENT	9/30/2025														
509308,	REC MED/DEN/FLEX/RX CHECKS SEP	9/30/2025									(150,253.09)	153,290.82				
509311,	PH PHOTOCOPY - SEPT	9/30/2025								298.28						
509315,	COPIES BLACK SEP 2025	9/30/2025								790.12						
509316,	COPIES COLOR SEP 2025	9/30/2025								3,072.43						
509317,	POSTAGE USE SEP 2025	9/30/2025								1,071.37						
509319,	EQUIPMENT USAGE SEP	9/30/2025							132,793.87							
509327,	MATERIAL USAGE SEP	9/30/2025							1,130.96							
509421,	RECLASS COPY CHARGE-CDOT OVER BUDGET	9/30/2025														
509422,	FUEL TAX CLAIM 3Q25	9/30/2025							3,078.75							
509423,	DHS RENT JUL TO SEP 25	9/30/2025														
509425,	RECLASS PR SEP25	9/30/2025														
509426,	DHS ACCOUNTING TIME 3RD QTR	9/30/2025														
509427,	DHS ATTORNEY TIME 3RD QTR	9/30/2025														
509428,	RECLASS PR FROM G5070 TO G3500 -WRONG IN PAYLI	9/30/2025														
508838,	RECLASS OFFICE SUPPLIES	8/31/2025														
GBI 510001,	Weed District Rent October 2025	10/1/2025														
UBB 510033,	WATER/SEWER TRANSFERS NORTH GUNNISON 4TH QT	10/1/2025														
UBB 510036,	WATER/SEWER TRANSFERS DOS RIOS 4TH QTR	10/1/2025														
UBB 510031,	WATER/SEWER TRANSFERS ANTELOPE HILLS 4TH QTR	10/1/2025														
508839,	RECLASS ADVERTISING CHARGES	8/31/2025														
510038,	WATER & SEWER POSTAGE 4TH QTR	10/31/2025														
509433,	MOTOR POOL RENTS SEP	9/30/2025							3,969.00							
509434,	LANDFILL ALLOCATION SEPTEMBER	9/30/2025	28,403.32													
509477,	CASH SHORTFALL TRANSFERS	9/30/2025		61,500.00						65,700.00	(1,030.00)	1,030.00			15,500.00	
Void 163666,	Jennifer Schartz	7/22/2025														(200.00)
Void 163896,	Access Early Education Foundation	9/23/2025														(2,079.96)
Void 163749,	Charm-Tex	9/23/2025														(720.00)
Void 164006,	Colorado Judicial District	9/9/2025														(10.00)
GNI,	PCARD IMPORT August 2025	8/31/2025							(2,491.37)	(43,389.60)	(2,284.98)				(115.00)	
AP,	AP CLEARING September 2025	9/30/2025		(3,862,769.91)		(146,272.87)			(188,437.87)	(40,567.23)	(68,228.22)		(277,321.04)	(432,068.43)		6,530,807.79
509474,	REVENUE CLEARING September 2025	9/30/2025		1,981,029.89		10,718.00							543,516.35	792,338.45		
509418,	PAYROLL IMPORT September 2025	9/30/2025		(8,782.90)		(1,092.64)			(61,269.95)	(46,853.53)	266,686.58				(19,278.40)	
509419,	PAYROLL TRANSFER (BMO TRF) September 2025	9/30/2025														
	TOTALS		28,403.32	(1,821,689.56)	-	(136,647.51)	-	-	280,934.03	(162.41)	39,007.19	154,320.82	262,486.81	359,103.35	(4,173.40)	6,527,797.83

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

**September-25**

JE's	Description	Finance Business Date	95 Payroll Clearing 11122
509063,	STND1: VEHICLE/EQUIPMENT RENT	9/30/2025	
509064,	STND2: BUDGETED INTERFUND TRANSFERS	9/30/2025	
509065,	STND3: MAPPING SYSTEM CHARGES	9/30/2025	
509066,	STND4: TELEPHONE/FAX SYSTEM CHARGES	9/30/2025	
509067,	STND5: COMPUTER SYSTEM CHARGES	9/30/2025	
508416,	RECLASS PORTION OF NCOA TO RAE	8/31/2025	
507883,	RECLASS HOUSING EXPENSES	7/31/2025	
508597,	MOTOR POOL RENTS AUG	8/31/2025	
507885,	RECLASS PR REGULAR PAY TO STD	7/31/2025	
509129,	RECLASS INDUSTRIAL PK TO GOLD BASIN INDUST PK	9/30/2025	
507887,	EQUIPMENT USAGE JUL	7/31/2025	
508825,	EQUIPMENT USAGE AUG	8/31/2025	
507888,	MATERIAL USAGE JUL	7/31/2025	
508826,	MATERIAL USAGE AUG	8/31/2025	
509273,	RECLASS REIMBURSEMENT	9/30/2025	
509308,	REC MED/DEN/FLEX/RX CHECKS SEP	9/30/2025	
509311,	PH PHOTOCOPY - SEPT	9/30/2025	
509315,	COPIES BLACK SEP 2025	9/30/2025	
509316,	COPIES COLOR SEP 2025	9/30/2025	
509317,	POSTAGE USE SEP 2025	9/30/2025	
509319,	EQUIPMENT USAGE SEP	9/30/2025	
509327,	MATERIAL USAGE SEP	9/30/2025	
509421,	RECLASS COPY CHARGE-CDOT OVER BUDGET	9/30/2025	
509422,	FUEL TAX CLAIM 3Q25	9/30/2025	
509423,	DHS RENT JUL TO SEP 25	9/30/2025	
509425,	RECLASS PR SEP25	9/30/2025	
509426,	DHS ACCOUNTING TIME 3RD QTR	9/30/2025	
509427,	DHS ATTORNEY TIME 3RD QTR	9/30/2025	
509428,	RECLASS PR FROM G5070 TO G3500 -WRONG IN PAYLI	9/30/2025	
508838,	RECLASS OFFICE SUPPLIES	8/31/2025	
GBI 510001,	Weed District Rent October 2025	10/1/2025	
UBB 510033,	WATER/SEWER TRANSFERS NORTH GUNNISON 4TH QT	10/1/2025	
UBB 510036,	WATER/SEWER TRANSFERS DOS RIOS 4TH QTR	10/1/2025	
UBB 510031,	WATER/SEWER TRANSFERS ANTELOPE HILLS 4TH QTR	10/1/2025	
508839,	RECLASS ADVERTISING CHARGES	8/31/2025	
510038,	WATER & SEWER POSTAGE 4TH QTR	10/31/2025	
509433,	MOTOR POOL RENTS SEP	9/30/2025	
509434,	LANDFILL ALLOCATION SEPTEMBER	9/30/2025	
509477,	CASH SHORTFALL TRANSFERS	9/30/2025	
Void 163666,	Jennifer Schartz	7/22/2025	
Void 163896,	Access Early Education Foundation	9/23/2025	
Void 163749,	Charm-Tex	9/23/2025	
Void 164006,	Colorado Judicial District	9/9/2025	
GNI,	PCARD IMPORT August 2025	8/31/2025	
AP,	AP CLEARING September 2025	9/30/2025	
509474,	REVENUE CLEARING September 2025	9/30/2025	
509418,	PAYROLL IMPORT September 2025	9/30/2025	
509419,	PAYROLL TRANSFER (BMO TRF) September 2025	9/30/2025	1,531,995.17
TOTALS			1,531,995.17

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** August 2025 Sales Tax and Local Marketing Tax

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**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

August 2025 Sales Tax and Local Marketing Tax

**Fiscal Impact:**

**Submitted by:** Lupita Halligan

**Submitter's Email Address:** lhalligan@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 10/16/2025

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/17/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 10/21/2025

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**Gunnison County, Colorado**  
**Total Taxable Sales**

Entity	2025 JAN	2025 FEB	2025 MAR	2025 APR	2025 MAY	2025 JUN	2025 JUL	2025 AUG	2025 SEP	2025 OCT	2025 NOV	2025 DEC	TOTAL
City of Gunnison	18,049,172	18,893,334	19,337,626	18,578,023	20,724,493	24,442,851	30,883,538	26,126,479					\$ 177,035,516
Crested Butte	11,712,346	15,613,837	16,085,261	6,338,693	6,602,562	14,905,605	24,060,045	18,966,055					\$ 114,284,404
Mt. Crested Butte	7,659,713	9,984,691	10,652,044	2,045,024	2,071,261	4,035,904	7,783,731	5,025,033					\$ 49,257,401
Marble	46,130	58,375	71,577	43,549	276,046	408,711	550,832	494,204					\$ 1,949,424
Pitkin	86,335	133,944	153,284	152,459	172,556	480,371	706,997	555,027					\$ 2,440,973
Unincorporated	20,064,643	31,378,809	20,845,498	19,463,254	20,434,570	26,822,367	29,268,313	26,747,821					\$ 195,025,275
<b>TOTAL TAXABLE SALES</b>	<b>\$ 57,618,339</b>	<b>\$ 76,062,990</b>	<b>\$ 67,145,290</b>	<b>\$ 46,621,002</b>	<b>\$ 50,281,488</b>	<b>\$ 71,095,809</b>	<b>\$ 93,253,456</b>	<b>\$ 77,914,619</b>					<b>\$ 539,992,993</b>
<b>Computed 1% Sales Tax</b>	<b>\$ 576,183</b>	<b>\$ 760,630</b>	<b>\$ 671,453</b>	<b>\$ 466,210</b>	<b>\$ 502,815</b>	<b>\$ 710,958</b>	<b>\$ 932,535</b>	<b>\$ 779,146</b>					<b>\$ 5,399,930</b>
% Incr(Decr) of 2025 over 2024	0.67%	26.54%	9.20%	21.97%	6.40%	2.47%	12.71%	2.00%					
Entity	2024 JAN	2024 FEB	2024 MAR	2024 APR	2024 MAY	2024 JUN	2024 JUL	2024 AUG	2024 SEP	2024 OCT	2024 NOV	2024 DEC	TOTAL
City of Gunnison	18,333,426	17,796,748	18,151,279	15,478,567	18,973,287	23,413,482	27,383,109	27,484,423	25,973,698	29,748,718	18,330,133	21,152,783	\$ 262,219,653
Crested Butte	13,813,046	14,930,455	16,113,900	5,365,049	7,141,115	14,713,649	21,945,417	17,505,137	16,527,245	12,305,211	7,170,091	15,295,391	\$ 162,825,706
Mt. Crested Butte	7,828,497	9,476,570	8,877,375	1,740,035	2,445,582	3,652,649	6,479,827	6,150,664	4,414,768	2,912,042	2,391,943	7,987,074	\$ 64,357,026
Marble	123,756	56,991	83,491	40,812	218,209	466,588	509,999	431,717	610,307	337,736	141,619	110,403	\$ 3,131,628
Pitkin	89,194	50,628	59,135	115,088	84,932	290,488	501,439	440,850	357,610	212,714	82,909	159,512	\$ 2,444,499
Unincorporated	17,048,736	17,797,910	18,201,993	15,483,778	18,395,931	26,842,600	25,920,517	24,373,186	22,948,857	19,243,631	19,286,431	28,288,078	\$ 253,831,648
<b>TOTAL TAXABLE SALES</b>	<b>\$ 57,236,655</b>	<b>\$ 60,109,302</b>	<b>\$ 61,487,173</b>	<b>\$ 38,223,329</b>	<b>\$ 47,259,056</b>	<b>\$ 69,379,456</b>	<b>\$ 82,740,308</b>	<b>\$ 76,385,977</b>	<b>\$ 70,832,485</b>	<b>\$ 64,760,052</b>	<b>\$ 47,403,126</b>	<b>\$ 72,993,241</b>	<b>\$ 748,810,160</b>
<b>Computed 1% Sales Tax</b>	<b>\$ 572,367</b>	<b>\$ 601,093</b>	<b>\$ 614,872</b>	<b>\$ 382,233</b>	<b>\$ 472,591</b>	<b>\$ 693,795</b>	<b>\$ 827,403</b>	<b>\$ 763,860</b>	<b>\$ 708,325</b>	<b>\$ 647,601</b>	<b>\$ 474,031</b>	<b>\$ 729,932</b>	<b>\$ 7,488,102</b>
% Incr(Decr) of 2024 over 2023	2.66%	2.83%	-6.31%	-2.06%	4.41%	8.19%	-3.85%	-2.93%	2.44%	23.78%	0.11%	14.68%	3.22%
Entity	2023 JAN	2023 FEB	2023 MAR	2023 APR	2023 MAY	2023 JUN	2023 JUL	2023 AUG	2023 SEP	2023 OCT	2023 NOV	2023 DEC	TOTAL
City of Gunnison	17,862,988	18,321,543	19,691,239	16,061,087	18,892,531	24,906,638	28,787,334	30,054,958	23,838,013	20,402,752	18,155,631	20,581,787	\$ 257,556,501
Crested Butte	15,075,290	15,248,551	17,712,670	6,217,119	8,538,003	14,222,157	23,021,002	17,145,443	14,468,793	9,644,189	8,345,103	14,906,740	\$ 164,545,060
Mt. Crested Butte	8,468,197	10,268,039	10,841,913	2,300,815	1,762,104	3,475,304	8,054,444	4,954,151	3,394,676	2,339,764	2,237,863	6,985,254	\$ 65,082,524
Marble	131,754	67,728	87,331	79,408	243,675	386,138	639,387	421,545	584,264	329,568	72,912	92,606	\$ 3,136,316
Pitkin	55,308	42,949	45,531	65,200	94,704	339,388	592,807	306,519	273,533	123,238	230,205	71,707	\$ 2,241,089
Unincorporated	14,162,533	14,506,071	17,251,665	14,303,145	15,729,974	20,795,994	24,961,795	25,812,830	26,587,137	19,479,397	18,311,671	21,008,929	\$ 232,911,141
<b>TOTAL TAXABLE SALES</b>	<b>\$ 55,756,070</b>	<b>\$ 58,454,881</b>	<b>\$ 65,630,349</b>	<b>\$ 39,026,774</b>	<b>\$ 45,260,991</b>	<b>\$ 64,125,619</b>	<b>\$ 86,056,769</b>	<b>\$ 78,695,446</b>	<b>\$ 69,146,416</b>	<b>\$ 52,318,908</b>	<b>\$ 47,353,385</b>	<b>\$ 63,647,023</b>	<b>\$ 725,472,631</b>
<b>Computed 1% Sales Tax</b>	<b>\$ 557,561</b>	<b>\$ 584,549</b>	<b>\$ 656,303</b>	<b>\$ 390,268</b>	<b>\$ 452,610</b>	<b>\$ 641,256</b>	<b>\$ 860,568</b>	<b>\$ 786,954</b>	<b>\$ 691,464</b>	<b>\$ 523,189</b>	<b>\$ 473,534</b>	<b>\$ 636,470</b>	<b>\$ 7,254,726</b>
% Incr(Decr) of 2023 over 2022	7.68%	9.17%	3.44%	-0.66%	1.04%	-5.60%	11.60%	4.70%	4.91%	2.39%	4.03%	2.47%	3.98%



GUNNISON COUNTY ONLY  
SALES TAX REVENUE COMPARISONS

YEAR		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total	Year to Date
2025	COUNTY REVENUE	\$ 361,947	\$ 510,741	\$ 413,486	\$ 303,953	\$ 327,112	\$ 463,123	\$ 586,141	\$ 496,844					\$ 3,463,349	\$ <b>3,463,349</b>
	% Change over previous year (monthly)	4.67%	40.35%	10.91%	25.14%	8.09%	1.68%	13.23%	3.91%						<b>33.15%</b>
2024	COUNTY REVENUE	\$ 345,784	\$ 363,893	\$ 372,803	\$ 242,893	\$ 302,632	\$ 455,467	\$ 517,661	\$ 478,153	\$ 443,264	\$ 394,375	\$ 307,805	\$ 480,765	\$ 4,705,494	\$ <b>2,601,133</b>
	% Change over previous year (monthly)	6.42%	6.98%	-4.35%	0.37%	7.97%	13.88%	-2.41%	-3.96%	-2.37%	17.96%	1.36%	20.61%		<b>3.73%</b>
2023	COUNTY REVENUE	\$ 324,932	\$ 340,144	\$ 389,749	\$ 241,989	\$ 280,294	\$ 399,947	\$ 530,432	\$ 497,880	\$ 454,007	\$ 334,331	\$ 303,664	\$ 398,619	\$ 4,495,987	\$ <b>2,507,486</b>
	% Change over previous year (monthly)	10.94%	14.37%	7.64%	5.16%	3.91%	-5.74%	13.91%	10.04%	11.74%	4.76%	6.66%	5.38%		<b>7.06%</b>
2022	COUNTY REVENUE	\$ 292,878	\$ 297,417	\$ 362,083	\$ 230,107	\$ 269,740	\$ 424,310	\$ 465,675	\$ 452,474	\$ 406,304	\$ 319,128	\$ 284,705	\$ 378,280	\$ 4,183,101	\$ <b>2,342,209</b>
	% Change over previous year (monthly)	25.29%	15.33%	24.83%	15.44%	15.78%	17.74%	13.57%	24.06%	9.13%	16.78%	13.59%	15.90%		<b>18.03%</b>
2021	COUNTY REVENUE	\$ 233,764	\$ 257,877	\$ 290,061	\$ 199,332	\$ 232,968	\$ 360,366	\$ 410,033	\$ 364,718	\$ 372,329	\$ 273,281	\$ 250,647	\$ 326,389	\$ 3,571,764	\$ <b>1,984,401</b>
	% 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%		<b>32.58%</b>
2020	COUNTY REVENUE	\$ 211,645	\$ 216,061	\$ 168,955	\$ 143,089	\$ 170,460	\$ 251,544	\$ 335,046	\$ 304,309	\$ 325,465	\$ 238,366	\$ 205,332	\$ 299,015	\$ 2,869,287	\$ <b>1,496,800</b>
	% 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%		<b>11.66%</b>
2019	COUNTY REVENUE	\$ 170,068	\$ 166,941	\$ 175,741	\$ 132,172	\$ 142,698	\$ 237,026	\$ 315,888	\$ 272,816	\$ 247,731	\$ 201,760	\$ 179,764	\$ 260,373	\$ 2,502,978	\$ <b>1,340,535</b>
	% 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%		<b>8.53%</b>
2018	COUNTY REVENUE	\$ 158,998	\$ 147,877	\$ 168,535	\$ 120,215	\$ 143,035	\$ 214,044	\$ 282,457	\$ 233,448	\$ 276,580	\$ 159,001	\$ 125,311	\$ 194,760	\$ 2,224,261	\$ <b>1,235,162</b>
	% 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%		<b>14.11%</b>
2017	COUNTY REVENUE	\$ 139,392	\$ 147,047	\$ 175,495	\$ 96,225	\$ 115,279	\$ 183,923	\$ 225,052	\$ 239,240	\$ 200,934	\$ 141,366	\$ 116,836	\$ 182,356	\$ 1,963,146	\$ <b>1,082,413</b>
	% 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%		<b>0.51%</b>
2016	COUNTY REVENUE	\$ 125,157	\$ 162,979	\$ 157,480	\$ 104,370	\$ 109,392	\$ 180,729	\$ 236,845	\$ 228,536	\$ 188,024	\$ 120,348	\$ 95,628	\$ 172,116	\$ 1,881,604	\$ <b>1,076,953</b>
	% 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%		<b>9.11%</b>
2015	COUNTY REVENUE	\$ 126,679	\$ 125,795	\$ 150,379	\$ 85,652	\$ 102,664	\$ 165,071	\$ 230,768	\$ 195,968	\$ 196,937	\$ 113,088	\$ 100,454	\$ 165,123	\$ 1,758,576	\$ <b>987,007</b>
	% 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%		

Budgeted Sales Tax Revenue	\$ 4,407,000
% YTD Actual / Total Budgeted	78.59%
Budgeted Sales Tax Revenue	\$ 4,207,000
% YTD Actual / Total Budgeted	61.83%
Budgeted Sales Tax Revenue	\$ 3,940,000
% YTD Actual / Total Budgeted	63.64%
Budgeted Sales Tax Revenue	\$ 3,406,600
% YTD Actual / Total Budgeted	68.76%
Budgeted Sales Tax Revenue	\$ 3,406,600
% YTD Actual / Total Budgeted	58.25%
Budgeted Sales Tax Revenue	\$ 2,364,672
% YTD Actual / Total Budgeted	63.30%
Budgeted Sales Tax Revenue	\$ 2,110,144
% YTD Actual / Total Budgeted	63.53%
Budgeted Sales Tax Revenue	\$ 1,924,050
% YTD Actual / Total Budgeted	64.20%
Budgeted Sales Tax Revenue	\$ 1,838,400
% YTD Actual / Total Budgeted	58.88%
Budgeted Sales Tax Revenue	\$ 1,838,000
% YTD Actual / Total Budgeted	58.59%
Budgeted Sales Tax Revenue	\$ 1,590,000
% YTD Actual / Total Budgeted	62.08%



## Sales Tax by Industry and Jurisdiction August 2025 Sales Tax Collected

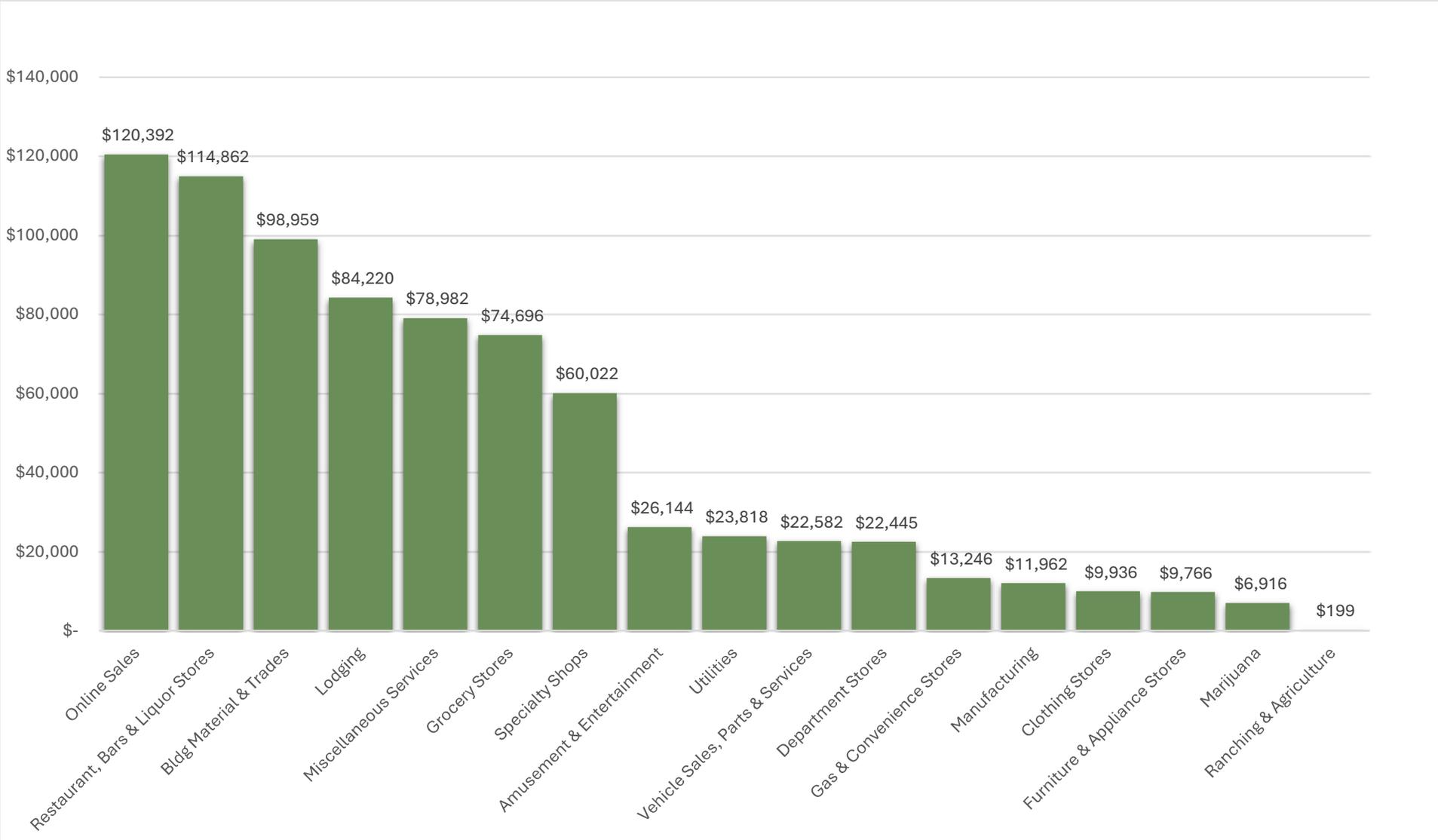
August 2025	Crested Butte	Gunnison	Marble	Mt. Crested Butte	Pitkin	Unincorporated/ Rem of Cnty	Grand Total	\$ Change from PY	% Change from PY
Amusement & Entertainment	4,216	10,233	-	5,073	0	6,622	\$ 26,144	\$ 2,601	11.05%
Bldg Material & Trades	17,387	45,762	196	2,160	44	33,410	\$ 98,959	\$ 7,126	7.76%
Clothing Stores	6,592	2,585	-	632	-	126	\$ 9,936	\$ (637)	-6.03%
Department Stores	-	22,444	-	-	-	1	\$ 22,445	\$ 942	4.38%
Furniture & Appliance Stores	6,209	2,343	72	545	-	596	\$ 9,766	\$ 2,536	35.08%
Grocery Stores	18,834	55,556	-	4	-	301	\$ 74,696	\$ 2,956	4.12%
Lodging	15,165	15,456	512	24,266	2,633	26,188	\$ 84,220	\$ (4,525)	-5.10%
Manufacturing	3,927	2,986	173	420	91	4,365	\$ 11,962	\$ (9,173)	-43.40%
Marijuana	2,744	4,172	-	-	-	-	\$ 6,916	\$ (299)	-4.15%
Miscellaneous Services	25,256	17,280	101	11,567	999	23,779	\$ 78,982	\$ (3,368)	-4.09%
Online Sales	-	-	-	-	-	120,392	\$ 120,392	\$ (16,678)	-12.17%
Ranching & Agriculture	199	-	-	-	-	-	\$ 199	\$ 22	12.45%
Specialty Shops	14,850	15,514	132	151	4	29,369	\$ 60,022	\$ 23,187	62.95%
Utilities	3,428	3,817	119	3,434	275	12,745	\$ 23,818	\$ 2,171	10.03%
Vehicle Sales, Parts & Services	3,838	15,393	15	51	585	2,699	\$ 22,582	\$ (2,643)	-10.48%
Restaurant, Bars & Liquor Stores	64,925	37,943	3,621	1,947	181	6,246	\$ 114,862	\$ 10,231	9.78%
Gas & Convenience Stores	2,089	9,781	-	-	736	639	\$ 13,246	\$ 838	6.75%
<b>Grand Total</b>	<b>\$ 189,661</b>	<b>\$ 261,265</b>	<b>\$ 4,942</b>	<b>\$ 50,250</b>	<b>\$ 5,550</b>	<b>\$ 267,478</b>	<b>\$ 779,146</b>	<b>\$ 15,286</b>	<b>2.00%</b>

% Change from PY                      8%                      -5%                      14%                      -18%                      26%                      10%                      2%

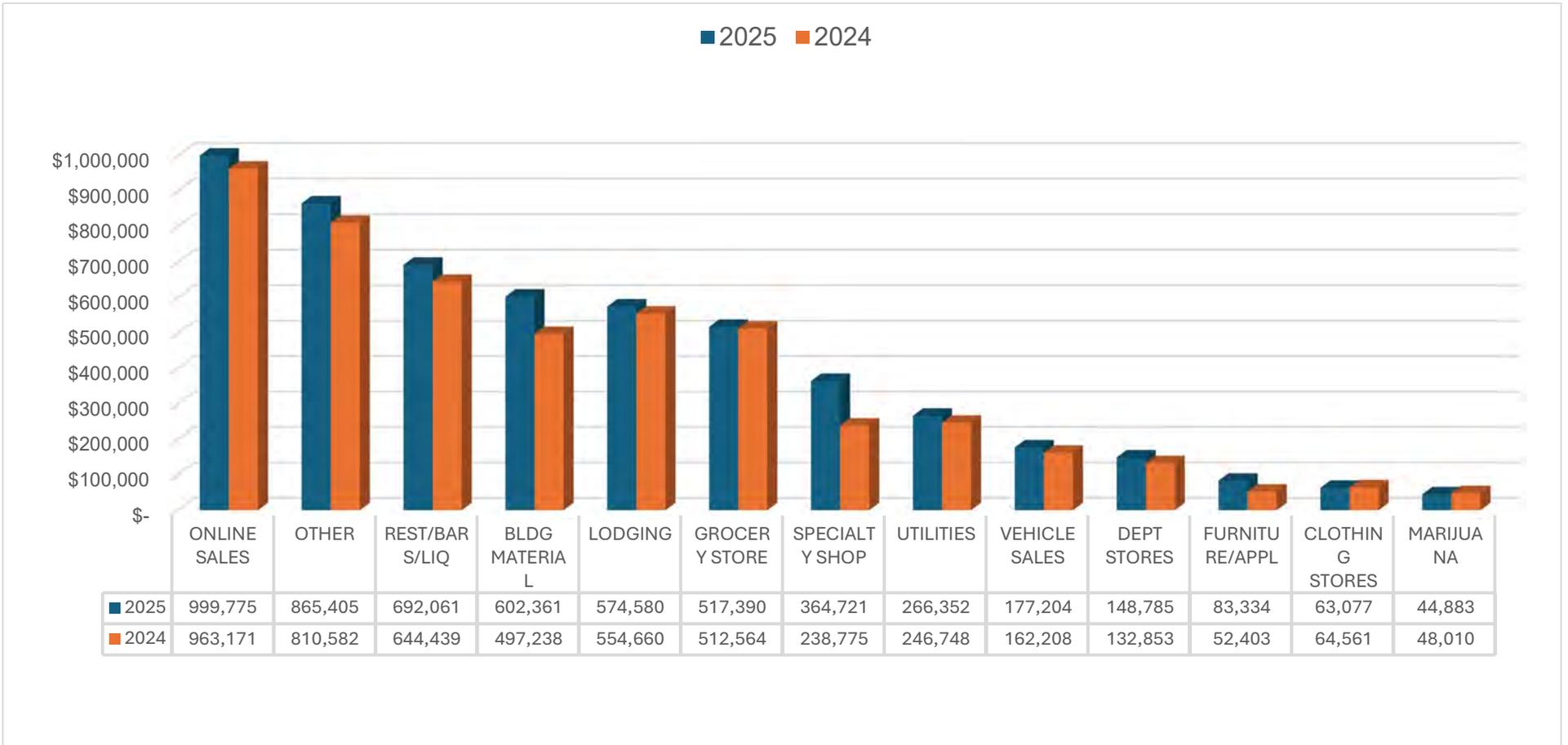
August 2024	Crested Butte	Gunnison	Marble	Mt. Crested Butte	Pitkin	Unincorporated/ Rem of Cnty	Grand Total
Amusement & Entertainment	6,098	8,904	-	3,935	0	4,607	\$ 23,543
Bldg Material & Trades	25,294	55,591	5	1,337	192	9,413	\$ 91,833
Clothing Stores	7,690	2,429	0	432	-	21	\$ 10,573
Department Stores	-	21,502	-	-	-	-	\$ 21,502
Furniture & Appliance Stores	2,498	2,305	91	167	0	2,168	\$ 7,229
Grocery Stores	17,410	54,166	-	5	-	159	\$ 71,740
Lodging	14,812	15,525	673	26,313	1,956	29,467	\$ 88,745
Manufacturing	4,930	10,312	14	1,475	2	4,404	\$ 21,135
Marijuana	2,939	4,275	-	-	-	-	\$ 7,215
Miscellaneous Services	19,270	17,913	95	21,621	699	22,752	\$ 82,350
Online Sales	-	-	-	-	-	137,070	\$ 137,070
Ranching & Agriculture	130	47	-	-	-	-	\$ 177
Specialty Shops	11,243	14,820	157	528	19	10,068	\$ 36,835
Utilities	3,144	3,371	128	3,247	229	11,529	\$ 21,647
Vehicle Sales, Parts & Services	1,717	18,757	44	24	385	4,299	\$ 25,225
Restaurant, Bars & Liquor Stores	55,865	37,105	3,112	2,424	205	5,921	\$ 104,632
Gas & Convenience Stores	2,011	7,820	-	-	722	1,854	\$ 12,408
<b>Grand Total</b>	<b>\$ 175,051</b>	<b>\$ 274,844</b>	<b>\$ 4,317</b>	<b>\$ 61,507</b>	<b>\$ 4,409</b>	<b>\$ 243,732</b>	<b>\$ 763,860</b>

# Gunnison County Sales Tax by Industry

August 2025



Gunnison County Sales Tax  
Year to Date Industry Comparison  
2025 vs 2024



\*Other=Amusement & Entertainment, Gas & Convenience Stores, Manufacturing, Miscellaneous Services, Ranching & Agriculture



COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2025														
Current Month Net Collection	552,411.00	366,081.52	482,897.74	109,532.30	143,816.00	357,268.00	548,351.00	411,513.58						
Marble Only Collections	888.00	296.52	365.00	310.00	480.00	2,826.00	4,598.00	2,349.00						
Non Marble Collections	551,523.00	365,785.00	482,532.74	109,222.30	143,336.00	354,442.00	543,753.00	409,164.58						
Interest Credit	38,440.00	537.00	116.00	56.20	9.00	-	16.00	101.79						
Program Cost	-	689.47	671.92	479.81	409.15	(11,529.51)	639.41	858.53						
Current Total Distribution	\$ 590,851.00	\$ 367,307.99	\$ 483,685.66	\$ 110,068.31	\$ 144,234.15	\$ 345,738.49	\$ 549,006.41	\$ 412,473.90	\$ -	\$ -	\$ -	\$ -	\$ 3,003,365.91	\$ 3,003,365.91
<b>% Change over previous year (cumulative)</b>	95.14%	-20.30%	-0.18%	16.94%	11.62%	5.43%	4.10%	-2.65%						9.19%
2024														
Current Month Net Collection	302,223.00	459,681.85	483,880.95	93,482.00	128,750.00	338,680.46	526,665.00	422,316.88	434,627.00	183,250.00	126,184.76	353,760.00		
Marble Only Collections	233.00	495.00	1,071.00	378.00	1,125.00	5,321.48	3,695.00	2,715.00	7,583.00	1,571.00	990.76	1,712.00		
Non Marble Collections	301,990.00	459,186.85	482,809.95	93,104.00	127,625.00	333,358.98	522,970.00	419,601.88	427,044.00	181,679.00	125,194.00	352,048.00		
Interest Credit	98.00	339.00	2.00	34.00	42.00	10.00	10.00	581.00	26.00	77.00	48.00	216.00		
Program Cost	454.95	818.84	664.34	608.05	430.22	(10,770.14)	729.17	820.36	608.90	807.26	564.64	255.67		
Current Total Distribution	\$ 302,775.95	\$ 460,839.69	\$ 484,547.29	\$ 94,124.05	\$ 129,222.22	\$ 327,920.32	\$ 527,404.17	\$ 423,718.24	\$ 435,261.90	\$ 184,134.26	\$ 126,797.40	\$ 354,231.67	\$ 3,850,977.16	\$ 2,750,551.93
<b>% Change over previous year (cumulative)</b>	-5.02%	40.64%	11.88%	-2.64%	3.81%	12.20%	5.81%	18.56%	-4.02%	-16.05%	-0.20%	2.81%		12.32%
2023														
Current Month Net Collection	318,489.00	327,208.00	432,664.00	96,286.00	124,021.56	302,137.15	498,398.00	356,485.00	452,768.00	217,535.00	126,389.00	344,122.00		
Marble Only Collections	584.00	(362.00)	926.00	318.00	600.00	2,512.00	2,919.00	1,950.00	5,775.00	1,270.00	564.00	1,397.00		
Non Marble Collections	317,905.00	327,570.00	431,738.00	95,968.00	123,421.56	299,625.15	495,479.00	354,535.00	446,993.00	216,265.00	125,825.00	342,725.00		
Interest Credit	(12.00)	33.00	3.00	2.00	20.00	20.00	2.00	58.00	2.00	835.00	100.00	85.00		
Program Cost	297.21	423.69	445.61	385.57	443.27	(9,892.82)	64.59	830.24	725.82	978.84	557.45	326.12		
Current Total Distribution	\$ 318,774.21	\$ 327,664.69	\$ 433,112.61	\$ 96,673.57	\$ 124,484.83	\$ 292,264.33	\$ 498,464.59	\$ 357,373.24	\$ 453,495.82	\$ 219,348.84	\$ 127,046.45	\$ 344,533.12	\$ 3,593,236.30	\$ 2,448,812.07
<b>% Change over previous year (cumulative)</b>	-2.64%	-3.44%	-13.46%	-11.88%	-10.70%	-10.76%	-7.64%	-6.67%	-3.44%	-2.45%	-1.86%	-1.38%		-6.67%
2022														
Current Month Net Collection	327,256.87	341,717.00	577,721.00	87,056.10	121,610.00	339,371.96	479,361.88	358,736.24	381,448.90	193,738.00	109,755.00	332,544.60		
Interest Credit	35.00	199.00	11.00	-	1.00	14.00	0.43	64.00	10.00	193.00	31.00	358.00		
Program Cost	142.12	151.65	226.31	233.30	283.10	(11,062.93)	-	680.39	473.44	531.90	308.52	144.32		
Current Total Distribution	\$ 327,433.99	\$ 342,067.65	\$ 577,958.31	\$ 87,289.40	\$ 121,894.10	\$ 328,323.03	\$ 479,362.31	\$ 359,480.63	\$ 381,932.34	\$ 194,462.90	\$ 110,094.52	\$ 333,046.92	\$ 3,643,346.10	\$ 2,623,809.42
<b>% Change over previous year (cumulative)</b>	28.01%	15.91%	27.14%	24.01%	22.46%	14.20%	10.90%	8.92%	5.85%	6.32%	4.94%	4.39%		8.92%
2021														
Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
Current Total Distribution	\$ 255,793.86	\$ 321,802.16	\$ 403,591.57	\$ 95,161.04	\$ 113,119.09	\$ 373,494.58	\$ 478,803.13	\$ 367,144.34	\$ 430,845.10	\$ 170,090.37	\$ 144,541.99	\$ 335,612.28	\$ 3,489,999.51	\$ 2,408,909.77
<b>% Change over previous year (cumulative)</b>	32.88%	40.50%	64.94%	60.58%	70.92%	78.01%	65.77%	56.82%	49.45%	46.60%	46.37%	43.19%		56.82%
2020														
Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
Current Total Distribution	\$ 192,500.17	\$ 218,603.53	\$ 183,757.74	\$ 75,416.30	\$ 25,651.18	\$ 182,097.76	\$ 353,688.55	\$ 304,421.93	\$ 364,005.62	\$ 152,900.68	\$ 102,034.07	\$ 282,197.01	\$ 2,437,274.54	\$ 1,536,137.16
<b>% Change over previous year (cumulative)</b>	5.75%	14.23%	4.43%	-0.06%	-6.11%	-7.23%	-1.96%	1.44%	6.08%	8.70%	9.33%	11.38%		1.44%

	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Totals</i>	<i>Year to Date</i>
2019														
Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
Current Total Distribution	\$ 182,039.77	\$ 177,839.06	\$ 209,741.18	\$ 101,064.11	\$ 70,528.24	\$ 205,251.69	\$ 309,873.15	\$ 258,026.69	\$ 276,903.79	\$ 97,483.25	\$ 82,406.90	\$ 217,147.56	\$ 2,188,305.39	\$ 1,514,363.89
<b>% Change over previous year (cumulative)</b>	20.51%	18.14%	7.37%	14.17%	10.98%	1.14%	0.56%	1.54%	0.29%	0.63%	1.63%	2.63%		1.54%
2018														
Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
Current Total Distribution	\$ 151,063.95	\$ 153,562.48	\$ 225,891.35	\$ 56,935.50	\$ 80,398.66	\$ 267,971.63	\$ 313,473.14	\$ 242,085.43	\$ 294,660.46	\$ 90,869.56	\$ 62,626.33	\$ 192,678.64	\$ 2,132,217.13	\$ 1,491,382.14
<b>% Change over previous year (cumulative)</b>	15.06%	8.18%	12.14%	-1.92%	1.85%	14.14%	14.88%	13.40%	14.18%	11.43%	12.48%	11.68%		13.40%
2017														
Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
Current Total Distribution	\$ 131,290.57	\$ 150,312.93	\$ 191,482.05	\$ 125,862.00	\$ 56,778.43	\$ 164,148.89	\$ 267,632.86	\$ 227,618.97	\$ 249,060.13	\$ 120,135.29	\$ 40,050.89	\$ 184,856.73	\$ 1,909,229.74	\$ 1,315,126.70
<b>% Change over previous year (cumulative)</b>	-14.99%	-11.93%	-2.37%	1.95%	3.02%	6.33%	4.67%	6.62%	7.27%	10.32%	9.96%	10.28%		6.62%
2016														
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	\$ 154,435.98	\$ 165,326.89	\$ 164,787.97	\$ 102,949.89	\$ 49,027.50	\$ 134,527.61	\$ 267,932.26	\$ 194,452.87	\$ 224,682.64	\$ 68,701.47	\$ 41,424.49	\$ 163,080.47	\$ 1,731,330.04	\$ 1,233,440.97
<b>% Change over previous year (cumulative)</b>	48.61%	40.79%	10.92%	24.08%	22.90%	18.62%	17.77%	13.06%	12.09%	11.70%	11.88%	14.85%		



COMPARATIVE LOCAL MARKETING DISTRICT TAX BY JURISDICTION

Jurisdiction	2025 January	2025 February	2025 March	2025 April	2025 May	2025 June	2025 July	2025 August	2025 September	2025 October	2025 November	2025 December	Grand Total
Crested Butte	63,764	65,188	85,998	14,202	19,914	63,177	126,948	100,800					\$ 539,991
Gunnison	20,555	20,771	26,006	26,550	30,785	73,481	94,603	63,676					\$ 356,427
Marble	888	297	365	310	480	2,826	4,598	2,349					\$ 12,113
Pitkin	211	323	264	159	236	857	485	3,777					\$ 6,312
Mt Crested Butte	444,891	213,368	296,116	42,176	42,947	106,715	181,733	114,742					\$ 1,442,687
Unincorporated/ Gunnison County	60,542	66,672	74,265	26,192	49,463	110,212	140,000	126,272					\$ 653,618
Program Cost	-	689	672	480	409	(11,530)	639	859					\$ (7,781)
<b>Grand Total</b>	<b>\$ 590,851</b>	<b>\$ 367,308</b>	<b>\$ 483,686</b>	<b>\$ 110,068</b>	<b>\$ 144,234</b>	<b>\$ 345,738</b>	<b>\$ 549,006</b>	<b>\$ 412,474</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,003,366</b>

Jurisdiction	2024 January	2024 February	2024 March	2024 April	2024 May	2024 June	2024 July	2024 August	2024 September	2024 October	2024 November	2024 December	Grand Total
Crested Butte	70,997	71,490	79,674	14,439	13,019	58,935	95,784	78,292	81,695	27,033	23,907	59,382	\$ 674,646
Gunnison	22,957	22,597	36,929	9,361	35,418	59,049	71,044	60,648	65,912	57,615	17,074	35,277	\$ 493,881
Marble	233	495	1,071	378	1,125	5,321	3,695	2,715	7,583	1,571	991	1,712	\$ 26,890
Pitkin	455	116	253	4	183	982	534	542	2,406	(140)	281	297	\$ 5,913
Mt Crested Butte	164,641	305,295	292,509	45,906	39,698	108,867	209,912	134,312	173,552	56,202	54,810	192,003	\$ 1,777,707
Unincorporated/ Gunnison County	43,038	60,028	73,447	23,428	39,349	105,536	145,706	146,389	103,505	41,046	29,171	65,305	\$ 875,948
Program Cost	455	819	664	608	430	(10,770)	729	820	609	807	565	256	\$ (4,008)
<b>Grand Total</b>	<b>\$ 302,776</b>	<b>\$ 460,840</b>	<b>\$ 484,547</b>	<b>\$ 94,124</b>	<b>\$ 129,222</b>	<b>\$ 327,920</b>	<b>\$ 527,404</b>	<b>\$ 423,718</b>	<b>\$ 435,262</b>	<b>\$ 184,134</b>	<b>\$ 126,797</b>	<b>\$ 354,232</b>	<b>\$ 3,850,977</b>

Jurisdiction	2023 January	2023 February	2023 March	2023 April	2023 May	2023 June	2023 July	2023 August	2023 September	2023 October	2023 November	2023 December	Grand Total
Crested Butte	80,485	86,575	97,052	20,093	18,676	57,031	125,482	85,149	86,059	35,953	19,017	63,132	\$ 774,704
Gunnison	20,102	18,630	36,773	14,004	22,552	64,907	58,596	64,356	89,441	34,185	20,253	30,013	\$ 473,812
Marble	584	(362)	926	318	600	2,512	2,919	1,950	5,775	1,270	564	1,408	\$ 18,464
Pitkin	228	317	126	231	124	761	1,490	592	3,711	166	31	324	\$ 8,101
Mt Crested Butte	173,293	183,692	253,661	44,832	46,901	78,627	158,286	104,205	169,130	63,240	55,994	197,897	\$ 1,529,758
Unincorporated/ Gunnison County	43,785	38,389	44,129	16,810	35,189	98,319	151,627	100,291	98,654	83,556	30,630	51,433	\$ 792,812
Program Cost	297	424	446	386	443	(9,893)	65	830	726	979	557	326	\$ (4,414)
<b>Grand Total</b>	<b>\$ 318,774</b>	<b>\$ 327,665</b>	<b>\$ 433,113</b>	<b>\$ 96,674</b>	<b>\$ 124,485</b>	<b>\$ 292,264</b>	<b>\$ 498,465</b>	<b>\$ 357,373</b>	<b>\$ 453,496</b>	<b>\$ 219,349</b>	<b>\$ 127,046</b>	<b>\$ 344,533</b>	<b>\$ 3,593,236</b>



COMPARATIVE LOCAL MARKETING DISTRICT TAX BY NAICS

NAICS	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	Grand Total
	January	February	March	April	May	June	July	August	September	October	November	December	
Sales Financing	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Lessors of Residential Buildings	27,046	23,553	47,458	985	9,847	43,153	63,753	64,969					\$ 280,764
Lessors of Other Real Estate Property	267,649	32,343	44,562	1,581	4,102	14,078	35,123	19,496					\$ 418,934
Residential Property Managers	23,115	27,090	35,894	1,597	6,294	17,076	38,227	31,298					\$ 180,591
Hotels and Motels	78,447	104,564	162,868	29,103	32,938	105,962	151,648	109,912					\$ 775,442
Bed and Breakfast Inns	1,161	2,963	5,166	58	315	5,402	6,943	5,174					\$ 27,182
All Other Traveler Accommodation	186,849	166,162	182,217	73,856	83,690	146,678	225,276	156,486					\$ 1,221,213
RV Parks and Campgrounds	4,230	4,273	2,398	2,177	5,057	20,681	21,485	18,367					\$ 78,668
Recreational and Vacation Camps	2,354	5,671	2,451	232	1,582	4,238	5,912	5,913					\$ 28,353
Program Cost	-	689	672	480	409	(11,530)	639	859					\$ (7,781)
<b>Grand Total</b>	<b>\$ 590,851</b>	<b>\$ 367,308</b>	<b>\$ 483,686</b>	<b>\$ 110,068</b>	<b>\$ 144,234</b>	<b>\$ 345,738</b>	<b>\$ 549,006</b>	<b>\$ 412,474</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,003,366</b>

NAICS	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	Grand Total
	January	February	March	April	May	June	July	August	September	October	November	December	
Sales Financing	-	-	154	-	-	20	-	-	114	-	-	-	\$ 288
Lessors of Residential Buildings	30,147	31,937	44,166	1,749	7,072	45,869	69,079	51,024	34,979	8,462	4,007	28,097	\$ 356,588
Lessors of Other Real Estate Property	36,529	52,618	53,885	6,176	4,050	20,127	49,358	29,859	22,751	7,571	2,235	25,604	\$ 310,763
Residential Property Managers	21,932	20,268	31,036	2,437	3,002	10,185	22,551	18,006	18,404	2,728	7,514	18,277	\$ 176,340
Hotels and Motels	41,522	179,473	174,696	19,170	38,415	101,157	152,512	104,100	183,133	54,725	24,543	92,244	\$ 1,165,690
Bed and Breakfast Inns	2,454	836	3,839	-	157	4,570	6,078	4,362	10,057	1,629	297	3,139	\$ 37,418
All Other Traveler Accommodation	166,430	168,788	172,863	60,067	71,245	137,463	195,993	195,216	139,230	99,453	86,076	183,877	\$ 1,676,701
RV Parks and Campgrounds	907	3,911	1,317	3,894	4,291	13,872	24,729	15,057	21,397	5,355	1,033	807	\$ 96,570
Recreational and Vacation Camps	2,400	2,190	1,927	23	560	5,427	6,375	5,274	4,588	3,404	528	1,931	\$ 34,627
Program Cost	455	819	664	608	430	(10,770)	729	820	609	807	565	256	\$ (4,008)
<b>Grand Total</b>	<b>\$ 302,776</b>	<b>\$ 460,840</b>	<b>\$ 484,547</b>	<b>\$ 94,124</b>	<b>\$ 129,222</b>	<b>\$ 327,920</b>	<b>\$ 527,404</b>	<b>\$ 423,718</b>	<b>\$ 435,262</b>	<b>\$ 184,134</b>	<b>\$ 126,797</b>	<b>\$ 354,232</b>	<b>\$ 3,850,977</b>

NAICS	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	Grand Total
	January	February	March	April	May	June	July	August	September	October	November	December	
Sales Financing	-	-	-	-	-	-	-	-	152	-	-	168	\$ 320
Lessors of Residential Buildings	26,985	31,494	47,118	9,000	8,230	34,996	69,009	51,815	51,810	13,070	2,047	21,615	\$ 367,189
Lessors of Other Real Estate Property	(117)	-	937	-	16,312	45	664	409	34,275	11,803	4,690	32,947	\$ 101,965
Residential Property Managers	22,284	17,716	23,708	7,320	3,358	11,096	25,132	16,597	17,418	4,387	3,680	12,671	\$ 165,367
Hotels and Motels	90,408	110,270	183,094	30,892	29,226	104,271	158,069	113,881	185,205	58,240	29,316	112,342	\$ 1,205,214
Bed and Breakfast Inns	787	1,422	3,836	-	60	2,268	5,896	3,108	9,201	1,078	73	1,963	\$ 29,692
All Other Traveler Accommodation	172,414	161,418	168,844	46,056	62,234	122,767	219,689	148,370	128,048	113,395	82,413	157,997	\$ 1,583,645
RV Parks and Campgrounds	2,773	3,317	2,929	2,062	3,391	20,924	14,342	17,435	22,085	12,725	3,116	2,305	\$ 107,404
Recreational and Vacation Camps	2,943	1,604	2,201	958	1,231	5,790	5,599	4,928	4,576	3,672	1,154	2,199	\$ 36,855
Program Cost	297	424	446	386	443	(9,893)	65	830	726	979	557	326	\$ (4,414)
<b>Grand Total</b>	<b>\$ 318,774</b>	<b>\$ 327,665</b>	<b>\$ 433,113</b>	<b>\$ 96,674</b>	<b>\$ 124,485</b>	<b>\$ 292,264</b>	<b>\$ 498,465</b>	<b>\$ 357,373</b>	<b>\$ 453,496</b>	<b>\$ 219,349</b>	<b>\$ 127,046</b>	<b>\$ 344,533</b>	<b>\$ 3,593,236</b>

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Treasurer's Report

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Present Monthly and Investment Reports

**Fiscal Impact:**

**Submitted by:** Teresa Brown

**Submitter's Email Address:** tbrown@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/16/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 10/21/2025

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**TREASURER'S MONTHLY REPORT FOR September 2025**

<b>FUNDS</b>	<b>BEGINNING BALANCE</b>	<b>RECEIPTS</b>	<b>DISBURSEMENTS</b>	<b>ENDING BALANCE</b>
	\$	\$	\$	\$
<b>COUNTY FUNDS</b>				
Due from Tre-County General	9,997,241.21	683,588.77	(1,208,481.13)	9,472,348.85
Due from Tre-Road & Bridge	6,014,189.89	520,151.96	(459,339.96)	6,075,001.89
Due from Tre-Human Services	1,201,594.84	9,004.13	(147,040.51)	1,063,558.46
Due from Tre-Public Health Agency	19,056.90	4,268.31	(23,267.30)	57.91
Due from Tre-Conservation Trust	373,995.77	12,262.15	-	386,257.92
Due from Tre-Bond Fund	1,422,566.10	4,678.89	(2,875.00)	1,424,369.99
Due from Tre-Airport	1,740,884.09	162,216.72	(28,884.11)	1,874,216.70
Due from Tre-Sales Tax	5,891,092.51	609,474.45	(39.07)	6,500,527.89
Due from Tre-Land Preservation	2,299,091.77	83,142.58	-	2,382,234.35
Due from Tre-Mosquito	56,842.64	450.73	(16,522.56)	40,770.81
Due from Tre-Sage Grouse	459,052.24	13,518.72	-	472,570.96
Due from Tre-Risk Management	229.00	0.75	-	229.75
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	258.55	0.85	-	259.40
Due from Tre-Sewer	1,157,691.64	103,825.24	(401,719.60)	859,797.28
Due from Tre-Water	985,512.57	37,461.22	-	1,022,973.79
Due from Tre-Solid Waste	648,532.14	240,796.68	(189,222.46)	700,106.36
Due from Tre-Housing Authority	1,821,273.06	515.31	(1,821,694.71)	93.66
Due from Tre-Gunn Sr Housing	213,813.52	254.32	(136,647.51)	77,420.33
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	176.61	284,646.83	(27.78)	284,795.66
Due from Tre-Internal Service II	726.57	1,460.91	(2,177.02)	10.46
Due from Tre-Insurance Trust	2,796,639.81	51,718.96	-	2,848,358.77
Due from Tre-Local Marketing District	2,127,951.80	270,365.00	-	2,398,316.80
Due from Tre-Rural Trans Auth	5,719,106.58	383,633.47	(44.83)	6,102,695.22
Due from Tre-Public Trustee Agency	4,186.42	-	(4,173.40)	13.02
Due from Tre-Series 2010 Bond Reserve	-	-	-	-
Due from Tre-Terminal Construction	-	-	-	-
Due from Tre-Courthouse Renovation	-	-	-	-
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	-	-	-
Due from Tre-Treas Fees	-	18,980.44	(18,980.44)	-
Due from Tre-Health Claims	2,170.24	154,320.82	(156,488.84)	2.22
Due from Tre-Landfill Closure	1,459,663.98	12,382.46	-	1,472,046.44
Due from Tre-Landfill Cons Resv	2,087,008.48	35,375.10	-	2,122,383.58
Due from Tre-Payroll Clearing	1,698.98	1,531,995.17	(1,526,548.25)	7,145.90
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	233.34	0.77	-	234.11
Due From Tre-Housing Authority Restricted Deposits	18,973.96	-	-	18,973.96
Due From Tre-Housing Authority Restricted Cash #2	274,820.99	-	-	274,820.99
Due from Tre-Accounts Payable Clearing	1,451,727.86	6,527,797.83	(6,736,473.49)	1,243,052.20
Due from Tre-Finance Revenue Clearing	44,334.69	5,572,215.62	(5,572,215.62)	44,334.69
Due from Tre-Water Resource	52,088.86	171.67	-	52,260.53
Due from Tre-Workforce Impact Fees	417,260.78	1,375.17	-	418,635.95
Due from Tre-Living Community	7,740.65	6,645.59	(7,876.87)	6,509.37
<b>COUNTY FUNDS TOTAL</b>	<b>50,950,152.24</b>	<b>17,338,697.59</b>	<b>(18,460,740.46)</b>	<b>49,828,109.37</b>
<b>CITIES AND TOWNS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Due from Tre-Crested Butte General	9,651.45	8,793.65	(9,672.93)	8,772.17
Due from Tre-Crested Butte Street/Alley	6,742.51	3,160.08	(6,837.32)	3,065.27
Due from Tre-Gunnison City General	7,092.77	11,586.23	(7,263.09)	11,415.91
Due from Tre-Marble General	1,023.86	688.74	(1,033.64)	678.96
Due from Tre-Mt Crested Butte General	22,028.50	17,880.37	(22,921.48)	16,987.39
Due from Tre-Pitkin General	455.65	307.14	(458.12)	304.67
<b>CITIES AND TOWNS TOTAL</b>	<b>46,994.74</b>	<b>42,416.21</b>	<b>(48,186.58)</b>	<b>41,224.37</b>
<b>SCHOOLS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Due from Tre-Gunn RE1J Gen	252,174.68	238,316.55	(254,782.21)	235,709.02
Due from Tre-Gunn RE1J Bond	67,725.68	57,948.34	(68,931.36)	56,742.66
Due from Tre-Delta 50J General	7,761.74	9,397.98	(7,767.63)	9,392.09
Due from Tre-Delta 50J Bond	144.42	345.81	(144.42)	345.81
Due from Tre-Montrose RE1J General	2,291.78	1,221.54	(2,292.45)	1,220.87
Due from Tre-Montrose RE1J Bond	121.12	23.51	(121.12)	23.51
Due from Tre-Reij 2014 Mill Override	17,927.78	15,384.63	(18,285.74)	15,026.67

<b>SCHOOLS TOTAL</b>	348,147.20	322,638.36	(352,324.93)	318,460.63
<b>IMPROVEMENT DISTRICTS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Due From Tre-Gunn Rising #2	650.00	675.16	(650.00)	675.16
Due From Tre-Gunn Rising #3	2.64	2.74	(2.64)	2.74
Due From Tre-Gunn Rising #4	2.05	2.13	(2.05)	2.13
Due from Tre-CO River Water CD	6,088.50	5,741.71	(6,256.87)	5,573.34
Due from Tre-Reserve MD2	1,241.40	2,328.09	(1,289.20)	2,280.29
Due from Tre-Mt Crested Butte DDA	10,298.83	5,277.43	(10,457.16)	5,119.10
Due from Tre-Bostwick Park Water CD	14.72	39.03	(15.44)	38.31
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	6,441.35	4,129.08	(7,054.85)	3,515.58
Due from Tre-Mt CB Water/San	14,056.54	10,755.86	(14,624.71)	10,187.69
Due from Tre-East River Regional SD	2,559.05	1,601.27	(2,592.03)	1,568.29
Due from Tre-Cemetery	3,214.00	3,086.42	(3,275.38)	3,025.04
Due from Tre-Gunn Co Metro Rec Dist	11,492.70	10,779.97	(11,818.98)	10,453.69
Due from Tre-N Fork Water CD	127.24	111.36	(127.24)	111.36
Due from Tre-Skyland MD	5,730.09	8,421.59	(5,877.93)	8,273.75
Due from Tre-Upper Gunn Water CD	22,064.14	20,485.48	(22,689.12)	19,860.50
Due from Tre-Crested Butte Fire PD	61,950.46	55,363.51	(64,069.43)	53,244.54
Due from Tre-Gunn Co Fire PD	14,866.91	9,615.64	(15,019.78)	9,462.77
Due from Tre-Carbondale & Rural Fire PD	3,780.96	3,833.20	(3,861.68)	3,752.48
Due from Tre-Ragged Mt Fire PD	585.97	864.23	(593.64)	856.56
Due from Tre-Arrowhead Fire PD	1,144.36	505.87	(1,149.55)	500.68
Due From Tre-Library General Fund	24,731.05	23,318.56	(25,414.98)	22,634.63
Due From Tre-Reserve MD#2 BOND 2016A	3,813.37	6,923.47	(3,949.72)	6,787.12
Due From Tre-North Fork Ambulance Health Service D	1,556.74	1,901.70	(1,572.08)	1,886.36
Due From Tre-Reserve MD #2 BOND 2016B	484.57	908.72	(503.24)	890.05
Due From Tre-Reserve MD #2 BOND 2016C	430.44	807.21	(447.01)	790.64
Due From Tre-Crested Butte Fire PD Bond	17,309.60	15,469.15	(17,901.67)	14,877.08
Due From Tre-Gunn Co Metro Rec North	13,909.30	12,185.11	(14,239.29)	11,855.12
<b>IMPROVEMENT DISTRICTS TOTAL</b>	<b>228,546.98</b>	<b>205,133.69</b>	<b>(235,455.67)</b>	<b>198,225.00</b>
<b>MISC CONTROL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Due from Tre-Clerk & Recorder	479,751.00	637,216.23	(665,550.03)	451,417.20
Due from Tre-Clerk Sales Tax	251.25	67,341.81	(67,564.06)	29.00
Due from Tre-SOT	-	305,090.90	(305,090.90)	-
Due from Tre-State Auto	-	286,682.42	(286,682.42)	-
Due from Tre-Clerk ST Domestic Abuse	-	1,060.00	(1,060.00)	-
Due from Tre-Clerk State Registrar	-	159.00	(159.00)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	1,224.00	(1,224.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	-	-	-	-
Due from Tre-Inmate Trust	-	-	-	-
Due from Tre-Investment Interest	-	336,089.42	(336,089.42)	-
Due from Tre-Treas Deed	4,094.62	-	(154.48)	3,940.14
Due from Tre-Unused Remittances	118.64	-	-	118.64
Due from Tre-Elected Official Fees Clrg	29,130.45	80,746.76	(79,002.15)	30,875.06
Due from Tre-GV Regional Housing Authority	-	0	0	0
<b>MISC CONTROL TOTAL</b>	<b>513,345.96</b>	<b>1,715,610.54</b>	<b>(1,742,576.46)</b>	<b>486,380.04</b>
<b>GRAND TOTALS</b>	<b>52,087,187.12</b>	<b>19,624,496.39</b>	<b>(20,839,284.10)</b>	<b>50,872,399.41</b>

TO THE HONORABLE LAURA PUCKETT DANIELS , 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 September 2025

\_\_\_\_\_  
Teresa Brown  
Gunnison County Treasurer

DATE: \_\_\_\_\_

\_\_\_\_\_  
Laura Puckett Daniels  
Chairman of the Board of County Commissioners

Date Accepted: \_\_\_\_\_

Gunnison County Treasurer

Monthly Investment Report

Sept 2025

CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	Maturity
Cash on Hand	1100	102,753.22			Cash	
BMO	1101	1,418,859.97	0.00%		Chkg	
BMO CC	1103	449,496.24	0.00%		Chkg	
BMO MM	1104	3,063,222.64	3.13%		MM	
Wells Fargo Warrant Clearing	1145	1,615,860.55	0.00%		Chkg	
Wells Fargo Revenue Clearing	1147	12,753,499.20	0.00%		Chkg	
Colotrust Plus	1118	1,054,026.21	4.37%		Pool	
C-Safe	1121	2,272,090.47	4.41%		Pool	
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	
Investment Clearing	1199	25,886.27	1.98%			
<b>TOTAL CASH AND CHECKING</b>		<b>22,909,856.45</b>		<b>45.04%</b>		
INVESTMENTS						
United Fidelity Bank GA56	1189	249,515.10	4.90%		CD	3/30/27
Bridgewater Bank NJ60	1190	249,339.68	4.85%		CD	3/29/27
Ally Bank GM42	1191	246,396.99	5.05%		CD	3/23/26
FHLB ATBS5	1204	501,412.50	4.00%		AG	9/29/26
FHLMC GXN91	1207	704,464.20	4.00%		AG	8/24/27
Discover Bank 3N361	1209	244,352.95	3.45%		CD	7/29/26
US Treasury CCF68	1210	489,945.00	0.75%		T	5/31/26
FHLMC GXYD0	1212	called				
Capital One Bank USA HF75	1213	244,321.59	3.45%		CD	6/29/27
American Express AD582	1214	244,116.04	3.40%		CD	6/29/27
FHLB ARURO	1217	496,285.50	3.20%		AG	5/10/27
US Treasury 2CBQ3	1218	493,060.00	0.50%		T	2/28/26
FHLB ARC388	1220	587,769.00	2.30%		AG	3/29/27
FHLB AR7M7	1221	matured				
US Treasury 8Z781	1222	485,920.00	1.50%		T	1/31/27
FHLBB AQFB4	1223	497,481.00	1.00%		AG	12/30/25
FHLB APLK9	1225	487,137.00	1.28%		AG	10/28/26
FHLB APH40	1226	486,214.50	1.04%		AG	10/21/26
FHLB ANG95	1227	488,950.50	1.25%		AG	8/24/26
First Natl Bank of America YUJ2	1228	238,048.12	0.85%		cd	9/30/26
FHLB ANJK7	1229	974,562.00	0.875%		AG	8/25/26
FHLB AMTZ5	1231	348,185.25	0.75%		AG	11/28/25
FHLB AMJN3	1234	490,994.50	1.03%		AG	5/26/26
FHLB AMDY5	1235	491,101.00	1.00%		AG	5/20/26
FHLB AMDV1	1236	491,521.00	1.05%		AG	5/12/26
FHLB ALW67	1238	492,321.00	1.10%		AG	4/22/26
FHLB ALV68	1240	492,945.00	1.03%		AG	3/30/26
FHLB ALM43	1241	matured				
FHLB ALMM3	1242	492,871.50	1.00%		AG	3/30/26
FHLB AKW51	1243	493,513.00	0.53%		AG	2/17/26
FHLB ALA53	1244	493,293.50	0.60%		AG	2/25/26
FFCB EMJT0	1245	486,853.22	0.60%		AG	12/9/25
FAMC 2B3F5	1246	298,596.30	0.60%		AG	11/20/25
FHLMC GXAP9	1248	498,046.00	0.60%		AG	11/12/25
JP Morgan UNC9	1250	matured				
Western States Bank	1309	matured				
Gunnison Savings and Loan 8721	1334	500,000.00	2.84%		CD	2/14/28
InBank Bank 9156	1402	matured				
Redstone Bank	1449	258,033.27	4.15%		CD	10/20/25
Morgan Stanley DGT9	1489	253,804.99	5.05%		CD	11/8/28
FHLB 1AC1	1496	604,910.40	5.30%		AG	5/1/29
FNMA GAUJ8	1499	283,606.63	4.05%		AG	8/28/29
FHLMC HAJZ7	1500	497,135.00	4.00%		AG	9/13/29
FFCB ERVL2	1501	called				
FHLB B33X9	1502	499,702.00	4.50%		AG	10/9/29
FHLMC HAQR7	1504	500,044.00	4.65%		AG	10/9/29
First National Bank Oxford	1507	245,032.09	4.40%		CD	12/11/29
Truist Bank	1508	245,146.26	4.50%		CD	12/19/29
FHLB B5PR3	1511	502,352.00	4.30%		AG	3/25/30
FHLMC HBLR0	1512	494,130.50	4.13%		AG	4/29/30
FHLB B5ZD3	1513	500,066.00	4.23%		AG	1/24/28
FHLB B5ZF8	1514	500,159.50	4.75%		AG	4/24/30
FNMA GAH77	1515	500,633.50	4.32%		AG	11/15/28
Morgan Stanley Private Bank	1516	249,430.33	4.25%		CD	6/12/28
Valley National Bank	1517	248,804.60	4.15%		CD	6/12/28
FHLB B6NA0	1518	501,157.00	4.25%		AG	6/5/28
FHLB B6PF7	1519	255,390.15	4.20%		AG	6/17/30
FFCB ETNA1	1520	500,841.00	4.50%		AG	6/7/28
FFCB ETGU52	1521	250,151.25	4.52%		AG	5/14/30
FHLB B6E85	1522	1,001,154.00	4.09%		AG	5/22/30
FFCB ETPM3	1523	500,524.50	4.44%		AG	7/14/28
FHLB B76A7	1524	500,155.50	4.30%		AG	9/21/28
FFCB ETYP0	1525	499,697.50	4.49%		AG	5/20/30
FFCB ETUC9	1526	250,095.75	4.07%		AG	8/21/28
FFCB ETXY8	1527	497,047.50	4.00%		AG	9/16/30
FNMA GARW1	1528	496,283.00	4.02%		AG	9/12/30
FFCB ETB63	1529	497,575.00	4.21%		AG	10/2/30
FFCB ETZ8	1530	498,087.50	3.95%		AG	9/25/28
FNMA GATN9	1531	349,137.60	4.00%		AG	3/16/29
FHLB B7X90	1532	497,763.50	4.15%		AG	10/8/30
<b>TOTAL INVESTMENTS</b>		<b>27,957,604.76</b>		<b>54.96%</b>		
Cash per Treasurer's Ledger		50,867,461.21		100.00%		
Plus Pending Disbursements		4,938.20				
Total Due to All Funds		50,872,399.41				

TREASURER'S QUARTERLY INTEREST REPORT  
FOR GUNNISON COUNTY  
FOR THE PERIOD OF JULY - SEPTEMBER 2025

INVESTMENT INTEREST:					
FUND	#	CURRENT QUARTER	YEAR TO DATE	BUDGETED	% OF BUDGET
COUNTY GENERAL	1	92,117.67	364,548.66	400,000.00	91.14%
ROAD & BRIDGE	2	50,689.31	144,215.60	10,000.00	1442.16%
HEALTH AND HUMAN SERVICES	3	9,533.99	30,560.88	8,000.00	382.01%
PUBLIC HEALTH AGENCY	4	64.26	2,148.74	-	
CONSERVATION TRUST	7	3,184.48	10,064.35	3,000.00	335.48%
BOND FUND	8	11,965.51	11,977.77	10,000.00	119.78%
AIRPORT OPERATIONS	10	15,363.88	47,227.79	10,000.00	472.28%
SALES TAX REVENUE	12	50,697.72	175,841.79	60,000.00	293.07%
LAND PRESERVATION	13	19,452.29	62,987.04	50,000.00	125.97%
MOSQUITO	30	453.24	2,162.51	320.00	675.78%
SAGE GROUSE	32	3,880.01	11,959.72	-	
RISK MANAGEMENT FUND	34	1.59	120.52	-	
AIRPORT CONSTRUCTION	41	0.00	-	-	
COUNTY CAP EXPEND	43	1.87	1,481.94	-	
SEWER FUND	50	8,548.33	31,453.54	75.00	41938.06%
WATER FUND	51	8,454.18	27,170.86	-	
SOLID WASTE OPERATIONS	52	5,459.04	16,146.69	5,000.00	322.93%
HOUSING AUTHORITY	70	16,128.52	18,371.27	700.00	2624.47%
GUNN SR HOUSING	71	1,347.04	5,636.67	-	
ISF I	80	945.61	1,798.57	20,000.00	8.99%
ISF II	82	14.80	182.99	-	
HEALTH INS ISF-III	90	23,473.54	72,178.00	-	
GRVL MARKETING DISTRT	91	18,674.03	59,066.64	20,000.00	295.33%
RURAL TRANSPORT AUTH	92	49,117.21	156,004.57	80,000.00	195.01%
BUILDING CONSTRUCTION RES	101	0.00	-	-	
TERMINAL CONSTRUCTION	102	0.00	-	-	
HEALTH CLAIMS	115	177.36	2,269.11	-	
SOLID WASTE CLOSURE	125	12,312.15	41,632.50	20,000.00	208.16%
SOLID WASTE CONSTRUCT. RES.	126	17,661.79	49,527.01	20,600.00	240.42%
SEWER RESERVE	135	811.22	2,893.96	-	
WATER - RESTRICTED	136	662.37	1,905.89	-	
SR HOUSING DEPOSITS	140	1.54	1.65	-	
WATER RESOURCES	150	438.48	1,427.79	-	
WORKFORCE IMPACT FEE	155	3,512.45	11,454.67	10,000.00	114.55%
<b>TOTAL</b>		<b>425,145.45</b>	<b>1,364,419.68</b>	<b>727,695.00</b>	<b>1.874988395</b>

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES**  
**Meeting Agenda for October 21, 2025**  
**County Commissioners' Meeting Room**  
**200 E. Virginia Avenue; Gunnison, CO 81230**  
**(REMOTE OPTION BELOW)**

9:15 am

- Call to Order; Agenda Review
  
- Minutes Approval
  1. August 19, 2025
  
- Memorandum of Understanding between Gunnison/Hinsdale Board of Human Services and Prowers County; 1/1/2026 to 12/31/2026; \$480
  
- Approve Financial Reports
  
- Program Updates:
  1. Community Service Block Grant
  2. Adult Protection Services
  
- Next Meeting: December 16, 2025

9:45 am

- Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <https://www.gunnisoncounty.org/640/Gunnison-Hinsdale-Board-of-Human-Service> prior to the meeting.

**ZOOM MEETING DETAILS:**

Join Zoom Meeting: <https://gunnisoncounty-org.zoom.us/j/89798905619>

One tap mobile

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

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

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Draft HS minutes; 8/19/2025

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Draft HS minutes; 8/19/2025

**Fiscal Impact:**

**Submitted by:** Holly Perry

**Submitter's Email Address:** hperry@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/14/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 10/21/2025

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**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES  
MEETING MINUTES  
August 19, 2025**

The August 19, 2025 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:

Laura Puckett Daniels, Chairperson  
Elizabeth Smith, Commissioner  
Jonathan Houck, Commissioner  
Greg Levine, Commissioner (Hinsdale)

Joni Reynolds, Assistant County Manager (ACM) Health,  
Human & Safety Services  
Matthew Birnie, County Manager (ABSENT)  
Holly Perry, Clerk to the Board  
Other Persons Present as Listed in Text

Due to Commissioner Puckett Daniels and Commissioner Smith being remote, Commissioner Houck will be running the meeting.

**CALL TO ORDER:** Commissioner Houck called the meeting to order at 9:19 am.

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

**MINUTES APPROVAL:** **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to approve the meeting minutes of June 17, 2025 regular meeting and a June 24<sup>th</sup> special meeting as presented. Motion carried unanimously.

1. June 17, 2025 Regular Meeting
2. June 24, 2025 Special Meeting

**CONSENT AGENDA:** **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the consent agenda. Motion carried unanimously.

1. State of Colorado Department of Human Services; PO, IHAF, 202600002064; Balance of State – Hinsdale County; Health and Human Services; 7/2/2025 to 9/30/2025; \$20,000
2. State of Colorado Intergovernmental Agreement; Contract No. 26-198112; Department of Health Care Policy and Financing; Hinsdale County; 7/1/2025 to 6/30/2026; \$6,532.10

**2024 C-STAT DISTINGUISHED PERFORMANCE AWARD FOR GUNNISON COUNTY AND HINSDALE COUNTY:**

Deputy Health and Human Services Director Brad Wheaton explained they had received the C-STAT award for both Gunnison and Hinsdale Counties. This is the ninth C-STAT award for Gunnison County and they are twentieth in the state for the calendar year 2024, whereas this is the fifth C-STAT award for Hinsdale County and they are first in the state for the calendar year 2024. DHHS Wheaton then relayed some comments the State had regarding the staff. All Commissioners then thanked the staff for all their work. Commissioner Smith expressed that Health and Human Services is one of the most important services that is provided and Commissioner Houck stated they consistently make people's lives better.

**NEXT MEETING:** The next meeting was scheduled for October 21, 2025.

**ADJOURN:** Commissioner Houck adjourned the meeting at 9:31 am.

Minutes Prepared By:

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Holly Perry, Clerk to the Board

Minutes Approved (insert date):

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Laura Puckett Daniels, Chairperson

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Memorandum of Understanding between Gunnison/Hinsd

**Action Requested:** Other Board of Human Services approval/signature

**Parties to the Agreement:** Gunnison/Hinsdale Board of Human Services and Prowers County

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

**Summary:**  
Annual MOU for Hotline call coverage for Gunnison and Hinsdale counties

**Fiscal Impact:**

**Submitted by:** Joni Reynolds **Submitter's Email Address:** jreynolds@gunnisoncounty.org

**Finance Review:**  Required  Not Required

Comments:

Reviewed by: GUNCOUNTY1\mlamonica

Discharge Date: 9/9/2025

**County Attorney Review:**  Required  Not Required

Comments:  
Legally sufficient. SO 9/10/25

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 9/10/2025

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 9/10/2025

Consent Agenda  Regular Agenda  Worksession

Time Allotted: 0

Agenda Date: 10/21/2025

MEMORANDUM OF UNDERSTANDING  
Between  
GUNNISON-HINSDALE BOARD OF HUMAN SERVICES  
and  
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding (“MOU”) is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner (“Prowers County”), and Gunnison-Hinsdale Board of Human Services, Colorado (“Gunnison-Hinsdale Board of Human Services”) a body corporate and politic by and through its Board of County Commissioners. Prowers County and Gunnison-Hinsdale Board of Human Services shall jointly be referred to as the “Parties.”

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Gunnison-Hinsdale Board of Human Services, with confirmation by the State of Colorado (“State”), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Gunnison-Hinsdale Board of Human Services, Colorado.
2. Prowers County, through its Hotline County Connection Center (“HCCC”), agrees to answer and process Child Welfare (“CW”) related and APS related hotline calls on behalf of Gunnison-Hinsdale Board of Human Services (“Call Coverage Services”). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Gunnison-Hinsdale Board of Human Services will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Gunnison-Hinsdale Board of Human Services can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
  - a. This MOU becomes effective January 1, 2026 for the period of 12 months, ending December 31, 2026.
  - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
  - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
  - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
  - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days’ written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare (“Other CW”) Inquiry related call reports. For purposes of this MOU, 10 “Other CW” calls will equal 1 report.

- a. Projected numbers of Program Area 5, Program Area 4, Institutional, “Other CW”, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.
2. Gunnison-Hinsdale Board of Human Services is allocated 4 free reports, child abuse/neglect or APS reports, each month for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Gunnison-Hinsdale Board of Human Services, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Gunnison-Hinsdale Board of Human Services will be notified 60 days in advance of any additional costs required for HCCC’s services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Gunnison-Hinsdale Board of Human Services may request. Gunnison-Hinsdale Board of Human Services will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Gunnison-Hinsdale Board of Human Services per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2026 – Dec 2026	58
C/W Inquiries 0 Divided by 10	0
Total Estimated Reports	58
Less the Allotment of Reports (4 per month or 12 per quarter)	-48
Total Estimated Reports to be billed	10
Rate per Report	\$ 32.00
Estimated Investment for C/W Reports	\$ 320.00
Estimated number of APS reports Jan 2026 – Dec 2026	5
Rate per APS Report	\$ 32.00
Estimated Investment for APS reports	\$ 160.00
Total Investment for Call Coverage services	\$ 480.00

6. Gunnison-Hinsdale Board of Human Services will be billed quarterly for actual number of reports taken, less the allotted reports 12 reports of any type per quarter.

**JOINT RESPONSIBILITIES SHARED BETWEEN GUNNISON-HINSDALE BOARD OF HUMAN SERVICES AND PROWERS COUNTY HCCC:**

1. Both Prowers County and Gunnison-Hinsdale Board of Human Services acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Gunnison-Hinsdale Board of Human Services.
3. Both parties understand that nothing in this MOU supersedes or replaces each party’s requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

**GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:**

1. The Prowers County HCCC will make the appropriate routing changes and take all the after-hours calls for Gunnison-Hinsdale Board of Human Services. After-Hours is defined as any time outside of normal business operating hours, including week-ends and holidays.

2. All next step decisions regarding Hotline call records will be left to the discretion of Gunnison-Hinsdale Board of Human Services. Gunnison-Hinsdale Board of Human Services will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. **Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Gunnison-Hinsdale Board of Human Services's Trails Inbox. HCCC will notify Gunnison-Hinsdale Board of Human Services of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Gunnison-Hinsdale Board of Human Services to check the pending queue and manage the final disposition of all records.
  - a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Gunnison-Hinsdale Board of Human Services.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Gunnison-Hinsdale Board of Human Services while information is being entered into the THA or CAPS.
5. **Information and Referral (non-CW)** calls will be sent to Gunnison-Hinsdale Board of Human Services's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Gunnison-Hinsdale Board of Human Services to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Gunnison-Hinsdale Board of Human Services main Department of Human Services number. Gunnison-Hinsdale Board of Human Services can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Gunnison-Hinsdale Board of Human Services, HCCC will transfer the call to an Gunnison-Hinsdale Board of Human Services on-call designee. If the Gunnison-Hinsdale Board of Human Services on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Gunnison-Hinsdale Board of Human Services will confirm receipt and update in the THA.
  - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
  - b. Notification to Gunnison-Hinsdale Board of Human Services that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

#### GENERAL RESPONSIBILITIES OF GUNNISON-HINSDALE BOARD OF HUMAN SERVICES

1. Gunnison-Hinsdale Board of Human Services will provide an updated list of on-call Gunnison-Hinsdale Board of Human Services employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is the Gunnison-Hinsdale Board of Human Services's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Gunnison-Hinsdale Board of Human Services will notify the HCCC of any special circumstances where Gunnison-Hinsdale Board of Human Services staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Gunnison-Hinsdale Board of Human Services should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Gunnison-Hinsdale Board of Human Services.

GENERAL PROVISIONS

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2026 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2027 providing for payment of such obligations. Gunnison-Hinsdale Board of Human Services shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

**Approving Entities**

**Approving Entities**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Entity: \_\_\_\_\_

Entity: \_\_\_\_\_

**State Confirmation**

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity: \_\_\_\_\_

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Dept of Human Services Financials

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Human Services Financial Update through 8/31/25

**Fiscal Impact:**

**Submitted by:** Lupita Halligan

**Submitter's Email Address:** lhalligan@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 10/16/2025

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/17/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 10/21/2025

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**Gunnison and Hinsdale County, Colorado**  
**Department of Human Services**  
**Financial Report for the Period Ending August 31, 2025**

	<b>Gunnison Expense</b>	<b>Hinsdale Expense</b>	<b>Grand Total</b>	<b>Final Budget</b>	<b>% of Budget Used</b>	<b>Federal and State Share</b>	<b>Gunnison County Only \$\$</b>
HB 1451	30,058	-	30,058	130,858	23%	30,058	-
Child Care	185,357	24,158	209,516	302,418	69%	190,446	19,069
Colorado Works (TANF)	222,493	13,434	235,927	314,517	75%	212,874	23,052
County Admin	434,605	26,326	460,931	906,659	51%	417,988	42,943
Adult Protective Services	81,255	-	81,255	104,179	78%	51,044	30,211
Child Welfare	888,699	72,718	961,417	1,207,944	80%	652,211	309,206
Core Services	111,106	22,289	133,395	216,735	62%	119,469	13,926
Child Support Enforcement	95,752	1,122	96,874	188,992	51%	67,793	29,081
LEAP	124,264	9,414	133,678	235,000	57%	133,678	-
Aid to Needy Disabled	22,157	-	22,157	33,800	66%	19,452	2,705
Old Age Pension	99,451	1,315	100,766	149,800	67%	100,766	0
Food Assistance	1,770,623	49,275	1,819,898	2,739,000	66%	1,819,467	431
Grants/Public Assistance	45,043	-	45,043	82,974	54%	45,043	-
<b>Total</b>	<b>\$ 4,110,864</b>	<b>\$ 220,049</b>	<b>\$ 4,330,913</b>	<b>\$ 6,612,876</b>	<b>65%</b>	<b>\$ 3,860,289</b>	<b>\$ 470,624</b>
						<b>89.13%</b>	<b>10.87%</b>

Year progress (%) for spending comparisons: 67%

Signatures

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Director, Gunnison/Hinsdale DHS

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Chair, Gunnison/Hinsdale Board Human Services

Gunnison and Hinsdale County, Colorado  
 Department of Human Services  
 Financial Report for the Period Ending August 31, 2025

	Year 2023	Year 2024	Year-to-Date 2025	Budget 2025	% of Budget Used	Remaining Budget	Federal & State Share	County Share
<b>HB 1451 Gunnison</b>								
Operating Expenses	2,641	4,152	1,870					
Personnel	40,678	64,180	28,189					
EBT's	-	-	-					
Misc/RMS	-	-	-					
<b>HB 1451 Gunnison Total</b>	<b>43,319</b>	<b>68,332</b>	<b>30,058</b>	<b>130,858</b>	<b>23%</b>	100,800	<b>\$ 30,058</b>	<b>\$ -</b>
<b>*HB 1451 Reserves ~\$242k through 8/31/2025</b>								
<b>Child Care Gunnison</b>								
Operating Expenses	1	13	-					
Personnel	32,461	44,352	33,570					
EBT's	164,219	215,789	135,467					
Misc/RMS	26,343	25,955	16,321					
<b>Child Care Gunnison Total</b>	<b>223,023</b>	<b>286,109</b>	<b>185,357</b>	<b>260,272</b>	<b>71%</b>	74,915	<b>\$ 167,459</b>	<b>\$ 17,899</b>
<b>Child Care Hinsdale</b>								
Operating Expenses	-	30,000	10,000					
Personnel	11,564	14,191	12,274					
EBT's	2,359	3,514	3,842					
Misc/RMS	(3,507)	(4,253)	(1,958)					
<b>Child Care Hinsdale Total</b>	<b>10,416</b>	<b>43,452</b>	<b>24,158</b>	<b>42,146</b>	<b>57%</b>	17,988	<b>\$ 22,988</b>	<b>\$ 1,170</b>
<b>CO Works Gunnison</b>								
Operating Expenses	15	155	281					
Personnel	46,787	83,575	46,318					
EBT's	110,135	137,363	117,447					
Misc/RMS	95,019	99,976	58,447					
<b>CO Works Gunnison Total</b>	<b>251,957</b>	<b>321,069</b>	<b>222,493</b>	<b>284,964</b>	<b>78%</b>	62,471	<b>\$ 200,891</b>	<b>\$ 21,602</b>
<b>CO Works Hinsdale</b>								
Operating Expenses	-	-	-					
Personnel	11,697	20,852	11,005					
EBT's	-	-	-					
Misc/RMS	50	54	2,428					
<b>CO Works Hinsdale Total</b>	<b>11,747</b>	<b>20,906</b>	<b>13,434</b>	<b>29,553</b>	<b>45%</b>	16,119	<b>\$ 11,983</b>	<b>\$ 1,451</b>
<b>Adult Protective Services Gunnison</b>								
Operating Expenses	3,028	6,145	5,901	4,096.86				
Personnel	48,134	54,297	46,225	36,197.71				
EBT's	-	-	-	-				
Misc/RMS	27,111	31,036	28,085	20,690.43				
Transfers Out	7,399	6,502	1,044	4,334.71				
<b>Adult Protective Services Gunnison Total</b>	<b>85,673</b>	<b>97,980</b>	<b>81,255</b>	<b>104,179</b>	<b>78%</b>	22,924	<b>\$ 51,044</b>	<b>\$ 30,211</b>

	Year 2023	Year 2024	Year-to-Date 2025	Budget 2025	% of Budget Used	Remaining Budget	Federal & State Share	County Share
<b>County Admin Gunnison</b>								
Operating Expenses	239,722	280,656	160,758					
Personnel	822,510	937,252	602,923					
EBT's	9,930	16,620	35,022					
Misc/RMS	(437,131)	(475,287)	(374,798)					
Transfers Out	9,516	-	10,700					
<b>County Admin Gunnison Total</b>	<b>644,548</b>	<b>759,241</b>	<b>434,605</b>	<b>846,665</b>	<b>51%</b>	412,060	<b>\$ 396,086</b>	<b>\$ 38,519</b>
<b>County Admin Hinsdale</b>								
Operating Expenses	1,632	2,061	5,185					
Personnel	-	1,757	52,339					
EBT's	-	-	1,260					
Misc/RMS	(546)	(712)	(32,458)					
<b>County Admin Hinsdale Total</b>	<b>1,086</b>	<b>3,106</b>	<b>26,326</b>	<b>59,994</b>	<b>44%</b>	33,668	<b>\$ 21,902</b>	<b>\$ 4,424</b>
<b>CORE Services Gunnison</b>								
Operating Expenses	-	-	-					
Personnel	151,848	112,372	109,728					
EBT's	4,145	180	1,378					
Misc/RMS	-	-	-					
<b>CORE Services Gunnison Total</b>	<b>155,993</b>	<b>112,552</b>	<b>111,106</b>	<b>184,150</b>	<b>60%</b>	73,044	<b>\$ 99,273</b>	<b>\$ 11,833</b>
<b>CORE Services Hinsdale</b>								
Operating Expenses	-	-	-					
Personnel	28,213	31,168	22,289					
EBT's	-	-	-					
Misc/RMS	-	-	-					
<b>CORE Services Hinsdale Total</b>	<b>28,213</b>	<b>31,168</b>	<b>22,289</b>	<b>32,585</b>	<b>68%</b>	10,296	<b>\$ 20,196</b>	<b>\$ 2,093</b>
<b>Child Welfare Gunnison</b>								
Operating Expenses	37,512	106,056	130,062					
Personnel	399,933	447,191	310,868					
EBT's	164,051	222,627	135,499					
Misc/RMS	271,299	302,034	254,592					
Transfers Out	80,577	76,146	57,679					
<b>Child Welfare Gunnison Total</b>	<b>953,372</b>	<b>1,154,053</b>	<b>888,699</b>	<b>1,131,964</b>	<b>79%</b>	243,265	<b>\$ 595,090</b>	<b>\$ 293,609</b>
<b>Child Welfare Hinsdale</b>								
Operating Expenses	-	-	-					
Personnel	45,104	36,039	43,426					
EBT's	-	-	-					
Misc/RMS	3,955	4,842	28,872					
Transfers Out	434	916	420					
<b>Child Welfare Hinsdale Total</b>	<b>49,493</b>	<b>41,797</b>	<b>72,718</b>	<b>75,980</b>	<b>96%</b>	3,262	<b>\$ 57,121</b>	<b>\$ 15,597</b>

	Year 2023	Year 2024	Year-to-Date 2025	Budget 2025	% of Budget Used	Remaining Budget	Federal & State Share	County Share
<b>Child Supp Enforcement Gunnison</b>								
Operating Expenses	2,438	3,681	3,286					
Personnel	95,132	104,654	72,979					
EBT's	-	-	-					
Misc/RMS	-	-	9,279					
Transfers Out	19,386	24,353	10,208					
<b>Child Supp Enforcement Gunnison Total</b>	<b>116,956</b>	<b>132,688</b>	<b>95,752</b>	<b>185,672</b>	<b>52%</b>	89,920	<b>\$ 66,834</b>	<b>\$ 28,918</b>
<b>Child Supp Enforcement Hinsdale</b>								
Operating Expenses	2	5	4					
Personnel	961	1,252	737					
EBT's	-	-	-					
Misc/RMS	-	-	-					
Transfers Out	615	294	381					
<b>Child Supp Enforcement Hinsdale Total</b>	<b>1,578</b>	<b>1,550</b>	<b>1,122</b>	<b>3,320</b>	<b>34%</b>	2,198	<b>\$ 959</b>	<b>\$ 163</b>
<b>Aid to Needy Disabled Gunnison</b>								
Operating Expenses	-	-	-					
Personnel	-	-	-					
EBT's	27,916	30,094	22,157					
Misc/RMS	-	-	-					
<b>Aid to Needy Disabled Gunnison Total</b>	<b>27,916</b>	<b>30,094</b>	<b>22,157</b>	<b>33,000</b>	<b>67%</b>	10,843	<b>\$ 19,452</b>	<b>\$ 2,705</b>
<b>Aid to Needy Disabled Hinsdale</b>								
Operating Expenses	-	-	-					
Personnel	-	-	-					
EBT's	-	-	-					
Misc/RMS	-	-	-					
<b>Aid to Needy Disabled Hinsdale Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>800</b>	<b>0%</b>	800	<b>\$ -</b>	<b>\$ -</b>
<b>Food Assistance Benefits Gunnison</b>								
Operating Expenses	-	-	-					
Personnel	-	-	-					
EBT's	2,575,292	2,490,325	1,770,623					
Misc/RMS	-	-	-					
<b>Food Assistance Benefits Gunnison Total</b>	<b>2,575,292</b>	<b>2,490,325</b>	<b>1,770,623</b>	<b>2,664,000</b>	<b>66%</b>	893,377	<b>\$ 1,770,192</b>	<b>\$ 431</b>
<b>Food Assistance Benefits Hinsdale</b>								
Operating Expenses	-	-	-					
Personnel	-	-	-					
EBT's	30,670	56,427	49,275					
Misc/RMS	-	-	-					
<b>Food Assistance Benefits Hinsdale Total</b>	<b>30,670</b>	<b>56,427</b>	<b>49,275</b>	<b>75,000</b>	<b>66%</b>	25,725	<b>\$ 49,275</b>	<b>\$ 0</b>

	Year 2023	Year 2024	Year-to-Date 2025	Budget 2025	% of Budget Used	Remaining Budget	Federal & State Share	County Share
<b>LEAP Gunnison</b>								
Operating Expenses	18,659	5,025	6,964					
Personnel	8,228	6,216	4,808					
EBT's	141,996	119,893	112,492					
Misc/RMS	-	-	-					
<b>LEAP Gunnison Total</b>	<b>168,882</b>	<b>131,134</b>	<b>124,264</b>	<b>220,000</b>	<b>56%</b>	95,736	<b>\$ 124,264</b>	<b>\$ -</b>
<b>LEAP Hinsdale</b>								
Operating Expenses	-	-	-					
Personnel	-	-	-					
EBT's	5,763	9,042	9,414					
Misc/RMS	-	-	-					
<b>LEAP Hinsdale Total</b>	<b>5,763</b>	<b>9,042</b>	<b>9,414</b>	<b>15,000</b>	<b>63%</b>	5,586	<b>\$ 9,414</b>	<b>\$ -</b>
<b>Old Age Pension Gunnison</b>								
Operating Expenses	-	-	-					
Personnel	-	-	-					
EBT's	85,689	141,472	88,854					
Misc/RMS	17,398	16,807	10,597					
<b>Old Age Pension Gunnison Total</b>	<b>103,087</b>	<b>158,279</b>	<b>99,451</b>	<b>147,800</b>	<b>67%</b>	48,349	<b>\$ 99,451</b>	<b>\$ -</b>
<b>Old Age Pension Hinsdale</b>								
Operating Expenses	-	-	-					
Personnel	-	-	-					
EBT's	1,462	807	791					
Misc/RMS	8	10	524					
<b>Old Age Pension Hinsdale Total</b>	<b>1,470</b>	<b>817</b>	<b>1,315</b>	<b>2,000</b>	<b>66%</b>	685	<b>\$ 1,315</b>	<b>\$ 0</b>
<b>Public Assistance Gunnison</b>								
Operating Expenses	65,355	59,309	37,875					
Personnel	9,482	9,865	7,168					
EBT's	-	-	-					
Misc/RMS	-	-	-					
<b>Public Assistance Gunnison Total</b>	<b>74,837</b>	<b>69,173</b>	<b>45,043</b>	<b>82,974</b>	<b>54%</b>	37,931	<b>\$ 45,043</b>	<b>\$ -</b>
	<b>\$ 5,549,857</b>	<b>\$ 6,019,296</b>	<b>\$ 4,330,913</b>	<b>\$ 6,612,876</b>	<b>65%</b>	<b>\$ 2,281,963</b>	<b>\$ 3,860,289</b>	<b>\$ 470,624</b>

**State Fiscal Year 2024-2025 Close Out**

<b>Programs with State Allocations:</b>	<b>SFY 2024-2025 BUDGET</b>	<b>SFY 2024-2025 ACTUALS</b>	<b>% Spent</b>	<b>Close Out Adj</b>	<b>County Share</b>	
Child Care Gunnison	260,272.00	292,318.78	112%	32,046.78	-	ARPA funding
Child Care Hinsdale	22,146.00	18,215.53	82%			
CO Works Gunnison	252,050.70	343,678.97	136%	85,111.46	6,516.81	TANF Reserves
CO Works Hinsdale	25,325.53	19,885.60	79%			
Adult Protective Services Gunnison	86,816.00	111,526.48	128%	9,109.06	15,601.42	Elder Justice Act Funding
County Admin Gunnison	455,789.14	617,802.55	136%			
County Admin Hinsdale	160,495.93	23,618.51	15%			
CORE Services Gunnison	163,173.52	138,482.92	85%			
CORE Services Hinsdale	28,892.29	32,541.85	113%	2,919.65	729.91	CW Block & 20% County Share
Child Welfare Gunnison	737,975.19	1,071,462.26	145%	333,487.07	-	State General Fund
Child Welfare Hinsdale	84,135.03	84,134.92	100%	-	-	

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Community Service Block Grant & Adult Protection S

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**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

This is for the annual presentation of APS and CSBG

**Fiscal Impact:**

**Submitted by:** Elizabeth Holena

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

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 10/16/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 15

Agenda Date: 10/21/2025

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### 2024 COMMUNITY SERVICE BLOCK GRANT

- Housing: \$58903.00
- Health and Social/Behavioral: \$2870.00
- Other domains: \$720
- 130 individuals avoided eviction
- 2 individuals avoided foreclosure
- 49 individuals who were experience homeless obtained safe temporary shelter
- 14 individuals avoided utility shutoff more affordable housing within the community

Unduplicated Individuals: 214

Unduplicated Households: 116

### Medicaid Care Coordination (RMHP, Region 1)

- Provides care coordination for all Medicaid members with complex needs (and any need), 3500 members. Case load over 50
- Works with youth needing QRTP care, facilitates referrals and placement coordination
- Referrals come from providers, members themselves, QHN
- Member identification

Tier 1: includes all members with emphasis on prevention and wellness and the promotion of education

Tier 2: Members with rising risk

Tiers 3: Members with complex needs

RMHP uses a predictive analytics and risk stratification tool with 1130 risk markers.

## Adult Protective Services

- 2024: 75 Referrals/19 cases
- 2023: 63 referrals/18 cases
- YTD 2025: 65 referrals, 17 cases!
- Team Staffing
- 95% of cases were not reopened in the same year
- Caretaker neglect, self-neglect, financial exploitation
- SWEET HEART SCAMS
- Collaboration with GVH/EMS

### Staffing Senior Resource Office

- 28 hr/week APS position
- 20 hours Medicaid Care Coordination
- 32 hours Medicare resource navigation

Prioritized conditions: maternity, diabetes, chronic heart failure, hypertension, asthma, COPD and special populations

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Budget Work Session Discussions

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**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Staff Budget Draft #1 for Budget Work Session Discussion

**Fiscal Impact:**

**Submitted by:** Holly Perry

**Submitter's Email Address:** hperry@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\Hperry

Discharge Date: 10/17/2025

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 120

Agenda Date: 10/21/2025

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**TO:** Board of County Commissioners

**From:** Melissa LaMonica, Chief Financial Officer

**DATE:** October 1, 2025

**SUBJECT:** 2026 Staff Budget - DRAFT

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### 2026 Proposed Budget highlights

#### Overview:

- Personnel expenditures include cost of living adjustment to all employees of 2.5%.
- Health Insurance premiums for 2026 have not yet been finalized, and a 10% increase has been put in the budget as a placeholder. An analysis is currently being conducted.
- Tax and grant revenues are projected conservatively for 2026.
- The Housing Authority Fund includes operating results from all county housing projects except the Mountain View project, which is in a separate [Senior Housing] fund. Sawtooth Phase II is completed and leased up, and construction is underway for Whetstone, which is expected to be completed in 2027 with a phased-approach lease-up starting early spring 2027.

#### Revenues:

- 2026 Tax revenues are conservatively budgeted with Sales Tax projected flat over 2025 Projection and a 4% increase in Property Taxes projected. Further analysis of statutory increase and assessed values will be conducted for final budget.
- Severance tax revenue was budgeted for \$1m in 2025 with 750k in Road & Bridge, and \$250k in the General Fund and recently came in at only \$65k; therefore, it is budgeted at \$0 due to the unpredictability.
- Licenses and permits revenues are also projected conservatively to decrease over 2025.
- Investment income is showing a significant increase due to the Capitalized Investment Fund with hilltop that is drawing from the bond proceeds for debt service. Debt service payments will begin in 2025 and will continue according to the debt service schedule.
- Financing Proceeds is largely attributed to the Housing Fund for the Whetstone construction.
- The approx. \$7m increase in Intergovernmental Grants is largely attributed to Whetstone, the Corridor Plan, and multiple Airport projects. Details on CIP plan and individual fund/department detail.
- Increase in charges for service is attributed to the transfer of property management services on county properties to the Gunnison County Housing Authority in addition to conducting property management for non-county properties.
- Decreased budgeted grant revenue projections for the Public Health fund by \$400k due to uncertainty of the \$600k in grants applied for.

#### Expenditures:

- Capital projects for 2026, excluding Housing Authority and RTA are projected to be \$17.6m, with \$9.5m of grant funding allocated to the projects.
- An additional \$9.4m of project planning for the Airport projects and the Corridor Plan in Operating Expenses; \$8.2m grant funded.
- Housing Authority Personnel Expenses increased \$634k with the anticipated hiring of staff with assumed programming of GVRHA.



**GUNNISON COUNTY  
SUMMARY OF COUNTY RESOURCES**

	2025	2025	2026	Housing		2026
	Revised Budget	Projected	Draft Budget	Authority	RTA	Draft Budget w/o Housing & RTA
<b>REVENUES</b>						
Taxes	\$ 30,249,484	\$ 30,386,062	\$ 30,941,333	\$ -	\$ 6,563,000	\$ 24,378,333
Licenses & Permits	1,461,720	1,712,846	1,508,450	-	-	1,508,450
Intergovernmental & Grants	36,016,661	33,175,879	39,799,710	1,500,000	4,671,032	33,628,678
Charges for Services	8,010,285	7,771,275	8,800,937	1,318,020	123,600	7,359,317
Contributions	595,326	538,560	749,795	-	-	749,795
Fines & Forfeitures	155,775	114,019	115,100	-	2,000	113,100
Investment Income	727,695	4,893,840	7,347,194	6,034,694	100,000	1,212,500
Interfund Transfers & Other	18,686,733	21,202,248	17,031,295	945,500	-	16,085,795
Financing Proceeds	31,381,135	34,779,817	49,276,733	46,962,031	-	2,314,702
<b>Total Revenues</b>	<b>\$ 127,284,814</b>	<b>\$ 134,574,546</b>	<b>\$ 155,570,547</b>	<b>\$ 56,760,245</b>	<b>\$ 11,459,632</b>	<b>\$ 87,350,670</b>
<b>EXPENDITURES</b>						
Personnel	25,921,223	23,746,732	27,245,710	741,853	-	26,503,857
Operations	49,676,066	53,835,549	62,124,586	6,465,904	6,597,961	49,060,721
Capital	65,590,074	59,808,039	71,766,601	48,470,554	5,647,311	17,648,736
<b>Total Expenditures</b>	<b>\$ 141,187,363</b>	<b>\$ 137,390,321</b>	<b>\$ 161,136,897</b>	<b>\$ 55,678,311</b>	<b>\$ 12,245,272</b>	<b>\$ 93,213,313</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (13,902,549)</b>	<b>\$ (2,815,775)</b>	<b>\$ (5,566,349)</b>	<b>\$ 1,081,934</b>	<b>\$ (785,640)</b>	<b>\$ (5,862,643)</b>

*Note: does not include GVH (Hospital)*

**GUNNISON COUNTY**  
**SUMMARY - 2026 BUDGET BY TYPE OF FUND**  
**GOVERNMENTAL FUNDS**

**Special Revenue Funds (Restricted Revenues)**

	General Fund	Road & Bridge	Health & Human Svcs	Sales Tax	Capital Expenditure	Public Health	Conservation Trust	Mosquito Control	Land Preservation	Sage Grouse	Risk Management	Housing Authority	Local Marketing Dist
<b>REVENUES</b>													
Taxes	\$ 14,760,233	\$ 260,000	\$ 461,100	\$ 4,912,000	\$ -	\$ -	\$ -	\$ 75,000	\$ 910,000	\$ -	\$ -	\$ -	\$ 3,000,000
Licenses & Permits	1,461,450	47,000	-	-	-	-	-	-	-	-	-	-	-
Intergovernmental & Grants	2,352,045	13,142,581	5,948,907	-	-	1,530,619	45,000	18,860	-	-	-	1,500,000	-
Charges for Services	1,341,957	20,000	-	-	-	165,000	-	-	-	100,000	-	1,318,020	-
Contributions	471,810	-	1,000	-	150,000	126,985	-	-	-	-	-	-	-
Fines & Forfeitures	92,000	-	-	8,000	-	-	-	-	-	-	-	-	7,000
Investment Income	410,000	130,000	23,000	231,000	-	-	10,000	2,500	60,000	15,000	-	6,034,694	50,000
Interfund Transfers & Other	2,765,748	1,064,200	2,500	-	2,092,000	798,952	-	-	-	-	100,000	945,500	-
Financing Proceeds	-	-	-	-	-	-	-	-	-	-	-	46,962,031	-
<b>Total Revenues</b>	<b>\$ 23,655,243</b>	<b>\$ 14,663,781</b>	<b>\$ 6,436,507</b>	<b>\$ 5,151,000</b>	<b>\$ 2,242,000</b>	<b>\$ 2,621,556</b>	<b>\$ 55,000</b>	<b>\$ 96,360</b>	<b>\$ 970,000</b>	<b>\$ 115,000</b>	<b>\$ 100,000</b>	<b>\$ 56,760,245</b>	<b>\$ 3,057,000</b>
<b>EXPENDITURES</b>													
Personnel	\$ 15,473,444	\$ 2,999,564	\$ 2,291,158	\$ -	\$ -	\$ 1,858,899	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 741,853	\$ -
Operations	10,665,997	2,642,880	4,243,513	5,476,964	-	762,657	55,000	111,415	615,000	112,000	100,600	6,465,904	3,645,269
Capital	-	9,500,000	-	-	2,242,000	-	-	-	-	-	-	48,470,554	-
<b>Total Expenditures</b>	<b>\$ 26,139,441</b>	<b>\$ 15,142,444</b>	<b>\$ 6,534,671</b>	<b>\$ 5,476,964</b>	<b>\$ 2,242,000</b>	<b>\$ 2,621,556</b>	<b>\$ 55,000</b>	<b>\$ 111,415</b>	<b>\$ 615,000</b>	<b>\$ 112,000</b>	<b>\$ 100,600</b>	<b>\$ 55,678,311</b>	<b>\$ 3,645,269</b>
<b>Excess Revenues/ (Expenditures)</b>	<b>\$ (2,484,199)</b>	<b>\$ (478,663)</b>	<b>\$ (98,164)</b>	<b>\$ (325,964)</b>	<b>\$ -</b>	<b>\$ (0)</b>	<b>\$ -</b>	<b>\$ (15,055)</b>	<b>\$ 355,000</b>	<b>\$ 3,000</b>	<b>\$ (600)</b>	<b>\$ 1,081,934</b>	<b>\$ (588,269)</b>
Projected Beginning Fund Balance 2026	14,446,017	5,800,811	406,467	5,643,732	206,125	(0)	80,985	23,982	1,724,792	348,072	13,587	(6,073,921)	2,089,156
<b>Projected Ending Fund Balance 2026</b>	<b>\$ 11,961,818</b>	<b>\$ 5,322,148</b>	<b>\$ 308,303</b>	<b>\$ 5,317,768</b>	<b>\$ 206,125</b>	<b>\$ (0)</b>	<b>\$ 80,985</b>	<b>\$ 8,927</b>	<b>\$ 2,079,792</b>	<b>\$ 351,072</b>	<b>\$ 12,987</b>	<b>\$ (4,991,987)</b>	<b>\$ 1,500,887</b>



**GUNNISON COUNTY  
SUMMARY - 2025 BUDGET BY TYPE OF FUND  
PROPRIETARY & OTHER FUNDS**

	Business-Type Funds					Internal Service Funds			Debt	Fiduciary	Affiliated Unit
	Airport	Sewer	Water	Solid Waste	Mt View	ISF I Fleet	ISF II Technology	ISF III Self Insurance	Debt Service	Public Trust	RTA
<b>REVENUES</b>											
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,563,000
Licenses & Permits	-	-	-	-	-	-	-	-	-	-	-
Intergovernmental & Grants	10,111,491	320,175	-	-	159,000	-	-	-	-	-	4,671,032
Charges for Services	2,314,861	1,248,070	478,180	1,520,000	139,000	2,000	250	-	-	30,000	123,600
Contributions	-	-	-	-	-	-	-	-	-	-	-
Fines & Forfeitures	-	6,100	-	-	-	-	-	-	-	-	2,000
Investment Income	10,000	50,000	40,000	90,000	6,000	5,000	-	60,000	20,000	-	100,000
Interfund Transfers & Other	3,400	-	60,592	126,540	-	2,485,500	887,080	3,351,469	2,276,814	71,000	-
Financing Proceeds	-	-	-	1,314,702	-	1,000,000	-	-	-	-	-
<b>Total Revenues</b>	<b>\$ 12,439,752</b>	<b>\$ 1,624,345</b>	<b>\$ 578,772</b>	<b>\$ 3,051,242</b>	<b>\$ 304,000</b>	<b>\$ 3,492,500</b>	<b>\$ 887,330</b>	<b>\$ 3,411,469</b>	<b>\$ 2,296,814</b>	<b>\$ 101,000</b>	<b>\$ 11,459,632</b>
<b>EXPENDITURES</b>											
Personnel	\$ 1,247,022	\$ 91,703	\$ 138,946	\$ 777,258	\$ 41,737	\$ 843,260	\$ 641,007	\$ 25,000	\$ -	\$ 74,857	\$ -
Operations	9,904,506	1,417,213	240,120	766,369	222,708	1,533,667	588,892	3,671,866	2,276,814	7,270	6,597,961
Capital	2,400,014	512,020	190,000	1,374,702	-	1,430,000	-	-	-	-	5,647,311
<b>Total Expenditures</b>	<b>\$ 13,551,542</b>	<b>\$ 2,020,936</b>	<b>\$ 569,066</b>	<b>\$ 2,918,329</b>	<b>\$ 264,445</b>	<b>\$ 3,806,927</b>	<b>\$ 1,229,899</b>	<b>\$ 3,696,866</b>	<b>\$ 2,276,814</b>	<b>\$ 82,127</b>	<b>\$ 12,245,272</b>
<b>Excess Revenues/ (Expenditures)</b>	<b>\$ (1,111,791)</b>	<b>\$ (396,592)</b>	<b>\$ 9,706</b>	<b>\$ 132,913</b>	<b>\$ 39,555</b>	<b>\$ (314,427)</b>	<b>\$ (342,569)</b>	<b>\$ (285,397)</b>	<b>\$ 20,000</b>	<b>\$ 18,873</b>	<b>\$ (785,640)</b>
Projected Beginning Fund Balance 2026	9,246,889	492,022	753,553	2,010,630	182,930	1,571,558	188,643	2,936,155	851,289	(17,612)	5,702,410
Projected Ending Fund Balance 2026	\$ 8,135,098	\$ 95,431	\$ 763,259	\$ 2,143,543	\$ 222,485	\$ 1,257,130	\$ (153,926)	\$ 2,650,758	\$ 871,289	\$ 1,261	\$ 4,916,770



**CAPITAL IMPROVEMENT PLAN SUMMARY by FUND**  
**2026 Capital Expenditures**

Department	Description	Priority	Proj	Requested Amount	General Fund	Sales Tax	R&B (02)	Airport Operations (10)	Wastewater (50)	Water (51)	Solid Waste (52)	Housing Authority (70)	ISF I (80)	ISF II (82)	Grants	Financing	Other	Totals	APPROVED Y/N	Notes
<b>GENERAL FUND</b>																				
<b>FACILITIES 43</b>				<b>1,132,000</b>																
Blackstock	Interior floors-Carpet	Ne	58210 G8201	295,000		295,000												295,000		
Blackstock	Workstations and chairs_ replacement	Ne	58220 G8201	180,000		180,000												180,000		
Maint Shop	Mechanical - Heat Pump	Ne	58210 G8202	12,000		12,000												12,000		
HHS Bldg	Re-model public restrooms	Ne	58210 G8203	75,000		75,000												75,000		
Zugelder	Mechanical - Heat pumps	Ne	58210 G8204	25,000		25,000												25,000		
Zugelder	Roof replace w/ shingle	Ne	58210 G8204	95,000		95,000												95,000		
Public Works D-1	Emergency Back-up Generator	Ne	58210 G8205	150,000		150,000												150,000		
Marble Shop	Roof and Mechanical system renovatic	Ne	58210 G8205	300,000		300,000												300,000		
<b>FAIRGROUNDS 43</b>				<b>215,000</b>																
Multi purpose Bldg	Roof- sloped metal structural SS	Ne	58210 G8210	150,000		150,000												150,000		
Grounds	Playground	Ne	58310 G8210	50,000		50,000									150,000			200,000		
Equipment	New arena drag	Ne	58420 G8210	15,000		15,000												15,000		
<b>SHERIFF</b>				<b>500,000</b>																
Impound	Physical Impound Evidence Bldg	De	58210 G8230	500,000		500,000												500,000		
<b>CORONER</b>				<b>5,000</b>																
Equip	Stretcher	Ne	58420 G8240	5,000		5,000												5,000		
<b>PUBLIC WORKS TRAIL 01</b>				<b>240,000</b>																
	Whitewater Park F2 Engineering	Ne	58540 G8260	200,000		200,000												200,000		
	Pedestrian Bridge Inspections (5)	De	58540 G8261	40,000		40,000												40,000		
<b>TOTAL GENERAL FUND</b>						-	2,092,000	-	-	-	-	-	-	-	150,000	-	-	2,242,000		
<b>ROAD &amp; BRIDGE 02</b>				<b>2,621,000</b>																
Brush Creek	Brush Creek Intersection	Ne		2,621,000		1,000,000	1,621,000								6,879,000			9,500,000		
<b>TOTAL ROAD &amp; BRIDGE FUND</b>						-	1,000,000	1,621,000	-	-	-	-	-	-	6,879,000	-	-	9,500,000		
<b>ENTERPRISE FUNDS</b>																				
<b>AIRPORT 10</b>				<b>229,523</b>																
Consulting	Airport Masterplan Study	Ne		36,044				36,044							1,405,689			1,441,733		
Consulting	Air Service Consulting Services	Ne		-				-										-		\$45k in Consulting / not CIP
Equipment	Ranger or Rhino	Ne		32,500				32,500										32,500		
ARFF	Airpacks, Bunkergear, Masks	Ne		76,000				76,000										76,000		
Airfield	Airfield Pavement Maint	Ur		84,979				84,979							764,802			849,781		
Airside	GA Ramp Reconstruction - Schedules I	Ne																		\$8,783,872 Total Proj / \$7,800,000 grant in Other Prof Svcs
<b>TOTAL AIRPORT FUND</b>								229,523	-	-	-	-	-	-	2,170,491	-	-	2,400,014		
<b>WASTEWATER 50</b>				<b>191,845</b>																
Dos Rios Div	Manhole Rehab	Df		10,000				10,000										10,000		
Dos Rios Div	Pipe Rehab	Df		50,000				50,000										50,000		
North Gunnison Div	Manhole Rehab	De		10,000				10,000										10,000		
North Gunnison Div	Pipe Rehab	De		25,000				25,000										25,000		
North Gunnison Div	Lift Station Pump Replacement	De		10,000				10,000										10,000		
Antelope Hills Div	Lift Station Pump Replacement	Ne		15,000				15,000										15,000		
Tomichi Division	Lift Station Pump Replacement	On		64,845				64,845							320,175			385,020		
Somerset	Wastewater System	On		7,000				7,000										7,000		
<b>TOTAL WASTEWATER FUND</b>								191,845	-	-	-	-	-	-	320,175	-	-	512,020		

CAPITAL IMPROVEMENT PLAN SUMMARY by FUND																					
2026 Capital Expenditures																					
Department	Description	Priority	Proj	Requested Amount	General Fund	Sales Tax	R&B (02)	Airport Operations (10)	Wastewater (50)	Water (51)	Solid Waste (52)	Housing Authority (70)	ISF I (80)	ISF II (82)	Grants	Financing	Other	Totals	APPROVED Y/N	Notes	
<b>WATER 51</b>				<b>190,000</b>																	
Building - Treatment Facility	Replace furnace with heat pumps	Df		30,000						30,000									30,000		
Operational Support	MOSCAD Telemetry Replacement	De		17,000						17,000									17,000		
Dos Rios Div DIST.	Fire Hydrant Replacement	Ne		13,000						13,000									13,000		
Dos Rios Div TREAT.	Intake Pumps Replacement	Ur		14,000						14,000									14,000		
Dos Rios Div TREAT.	High Service Pumps Rebuild	Ur		16,000						16,000									16,000		
Dos Rios Div TREAT.	Filter Media Replacement	Ur		100,000						100,000									100,000		
<b>TOTAL WATER FUND</b>					-	-				<b>190,000</b>									<b>190,000</b>		
<b>SOLID WASTE 52</b>				<b>60,000</b>																	
Recycle Center	Recycle Crusher Units	Ne		60,000							60,000								60,000		
Recycle Center	Landfill Dozer	Ur		-							-					660,000			660,000	CAT Financing	
Recycle Center	Landfill Compactor	Ur		-							-					654,702			654,702	CAT Financing	
<b>TOTAL SOLID WASTE FUND</b>					-	-					<b>60,000</b>					<b>1,314,702</b>			<b>1,374,702</b>		
<b>HOUSING AUTHORITY 70</b>				<b>30,000</b>																	
Whetstone	Construction	On	X	-												46,940,554			46,940,554	TAHG, PEG, HEEHA	
Whetstone	Construction	On	X	-											1,500,000				1,500,000		
Sawtooth I	Upgrade Landscaping	De		30,000							30,000								30,000		
<b>TOTAL HOUSING AUTHORITY FUND</b>					-	-						<b>30,000</b>			<b>1,500,000</b>	<b>46,940,554</b>			<b>48,470,554</b>		
<b>INTERNAL SERVICE FUNDS</b>																					
<b>FLEET 80</b>				<b>430,000</b>																	
	Fleet Road & Bridge 80	Ne		140,000															140,000		
	Fleet Motor Pool 80	Ne		110,000															110,000		
	Fleet Sheriff 80	Ur		180,000															180,000		
	Fleet Pub Works 80	Ne / Ur		1,000,000										1,000,000					1,000,000		
<b>TOTAL ISF I (FLEET) FUND</b>					-	-							<b>1,430,000</b>						<b>1,430,000</b>		
<b>IT 82</b>				-																	
<b>TOTAL ISF II (IT) FUND</b>					-	-														-	
<b>TOTAL 2026 CAPITAL IMPROVEMENT PLAN</b>				<b>5,839,368</b>	-	<b>3,092,000</b>	<b>1,621,000</b>	<b>229,523</b>	<b>191,845</b>	<b>190,000</b>	<b>60,000</b>	<b>30,000</b>	<b>1,430,000</b>	-	<b>11,019,666</b>	<b>48,255,256</b>			<b>66,119,290</b>		
																			RTA Capital Not in CIP Plan	5,647,311	
																			Total CIP to tie to Budget	71,766,601	



**GENERAL FUND**  
Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<b><u>REVENUES</u></b>			
Taxes	\$ 14,598,444	\$ 14,187,000	\$ 14,760,233
Licenses & Permits	1,435,720	1,665,846	1,461,450
Intergovernmental & Grants	3,438,910	2,785,168	2,352,045
Charges for Services	1,295,788	1,334,852	1,341,957
Contributions	440,835	411,967	471,810
Fines & Forfeitures	137,000	89,997	92,000
Investment Income	410,000	430,000	410,000
Interfund Transfers & Other	3,907,413	3,203,227	2,765,748
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 25,664,110</b>	<b>\$ 24,108,057</b>	<b>\$ 23,655,243</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ 15,283,971	\$ 13,762,152	\$ 15,473,444
Operations	12,358,692	13,930,182	10,665,997
Capital	2,024,695	1,822,597	-
<b>Total Expenditures</b>	<b>\$ 29,667,358</b>	<b>\$ 29,514,931</b>	<b>\$ 26,139,441</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (4,003,247)</b>	<b>\$ (5,406,873)</b>	<b>\$ (2,484,199)</b>
<b><u>Available Fund Balance</u></b>			
<i>Per Audit Report - Dec 31, 2024*</i>	19,852,890	19,852,890	14,446,017
<b>Net Fund Balance</b>	<b>15,849,643</b>	<b>14,446,017</b>	<b>11,961,818</b>
Ending Fund Balance % of Total Expenditures			45.76%
<i>The BOCC's policy sets a minimum ending fund balance must equal at least 25% of the current year's expenditures.</i>			
<i>The fund balance does not include the \$5 million note receivable from The Housing Authority</i>			





**ROAD & BRIDGE FUND**  
Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<b><u>REVENUES</u></b>			
Taxes	\$ 300,000	\$ 275,000	\$ 260,000
Licenses & Permits	26,000	47,000	47,000
Intergovernmental & Grants	6,189,017	6,017,581	13,142,581
Charges for Services	48,000	79,800	20,000
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	10,000	130,000	130,000
Interfund Transfers & Other	660,550	64,800	1,064,200
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 7,233,567</b>	<b>\$ 6,614,181</b>	<b>\$ 14,663,781</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ 2,652,109	\$ 2,377,192	\$ 2,999,564
Operations	3,302,796	2,409,267	2,642,880
Capital	965,000	371,061	9,500,000
<b>Total Expenditures</b>	<b>\$ 6,919,905</b>	<b>\$ 5,157,520</b>	<b>\$ 15,142,444</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 313,662</b>	<b>\$ 1,456,661</b>	<b>\$ (478,663)</b>
<b><u>Available Fund Balance</u></b>			
<i>Per Audit Report - Dec 31, 2024</i>	4,344,150	4,344,150	5,800,811
<b>Net Fund Balance</b>	<b>4,657,812</b>	<b>5,800,811</b>	<b>5,322,148</b>
Ending Fund Balance % of Total Expenditures			35.15%

Brush Creek Project in Capital - \$6.879m in grants, \$1m trsfr from Sales tax / balance from fund balance



**HUMAN SERVICES FUND**  
Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<b><u>REVENUES</u></b>			
Taxes	\$ 440,870	\$ 445,335	\$ 461,100
Licenses & Permits	-	-	-
Intergovernmental & Grants	5,731,864	5,920,655	5,948,907
Charges for Services	1,000	200	-
Contributions	40,027	40,027	1,000
Fines & Forfeitures	-	-	-
Investment Income	8,000	21,026	23,000
Interfund Transfers & Other	100	2,454	2,500
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 6,221,861</b>	<b>\$ 6,429,697</b>	<b>\$ 6,436,507</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ 2,309,367	\$ 2,202,312	\$ 2,291,158
Operations	3,996,509	4,377,508	4,243,513
Capital	-	-	-
<b>Total Expenditures</b>	<b>\$ 6,305,876</b>	<b>\$ 6,579,820</b>	<b>\$ 6,534,671</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (84,015)</b>	<b>\$ (150,123)</b>	<b>\$ (98,164)</b>
<b><u>Available Fund Balance</u></b>			
<i>Per Audit Report - Dec 31, 2024</i>	556,590	556,590	406,467
<b>Net Fund Balance</b>	<b>472,575</b>	<b>406,467</b>	<b>308,303</b>
Ending Fund Balance % of Total Expenditures			4.72%

<ul style="list-style-type: none"> <li>•Child Welfare budget changes = \$29,000. increase</li> <li>Client needs \$25,000. (TRAILS billing)</li> <li>•Anticipate there will be additional changes in the State funding that will increase County cost-share</li> <li>03 Fund balance will be lower than goal \$500,000.</li> </ul>
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**PUBLIC HEALTH AGENCY FUND**  
Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	1,793,450	1,903,952	1,530,619
Charges for Services	126,500	139,210	165,000
Contributions	114,464	86,566	126,985
Fines & Forfeitures	-	-	-
Investment Income	-	2,200	-
Interfund Transfers & Other	261,493	365,299	798,952
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 2,295,907</b>	<b>\$ 2,497,227</b>	<b>\$ 2,621,556</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ 1,656,683	\$ 1,744,322	\$ 1,858,899
Operations	775,756	826,165	762,657
Capital	-	-	-
<b>Total Expenditures</b>	<b>\$ 2,432,439</b>	<b>\$ 2,570,487</b>	<b>\$ 2,621,556</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (136,532)</b>	<b>\$ (73,260)</b>	<b>\$ (0)</b>
<b><u>Available Fund Balance</u></b>			
<i>Per Audit Report - Dec 31, 2024</i>	73,260	73,260	(0)
<b>Net Fund Balance</b>	<b>(63,272)</b>	<b>(0)</b>	<b>(0)</b>
Ending Fund Balance % of Total Expenditures			0.00%

2026 Draft includes a \$762,000 transfer from the General Fund to fully offset expenditures and result in a balanced (zero) fund balance.

\*\*\*New grants being applied for but not awarded yet could result in \$650,000 that would cover some of the salary moved into CH Activity. These grants are not in the 2026 budget currently.

Grant funding that ended also resulted in around \$57,000 less indirect and a shift of allocations. Deputy Director salary is now being split between fund 03 and fund 04

Program Support account 04350000 has an excess net cost of \$277,981 in 2026. The GF transfer is usually budgeted in this account.



**CAPITAL EXPENDITURES FUND**  
Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	88,445	88,445	-
Charges for Services	-	-	-
Contributions	-	-	150,000
Fines & Forfeitures	-	-	-
Investment Income	-	1,500	-
Interfund Transfers & Other	1,414,000	688,800	2,092,000
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 1,502,445</b>	<b>\$ 778,745</b>	<b>\$ 2,242,000</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ -	\$ -	\$ -
Operations	-	-	-
Capital	2,008,270	672,335	2,242,000
<b>Total Expenditures</b>	<b>\$ 2,008,270</b>	<b>\$ 672,335</b>	<b>\$ 2,242,000</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (505,825)</b>	<b>\$ 106,410</b>	<b>\$ -</b>
<b><u>Available Fund Balance</u></b>			
<i>Per Audit Report - Dec 31, 2024</i>	99,715	99,715	206,125
<b>Net Fund Balance</b>	<b>(406,110)</b>	<b>206,125</b>	<b>206,125</b>
Ending Fund Balance % of Total Expenditures			9.19%

General Fund Capital tracked here with Transfer from sales tax fund



**CONSERVATION TRUST FUND**  
Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	79,000	54,000	45,000
Charges for Services	-	-	-
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	3,000	10,000	10,000
Interfund Transfers & Other	-	-	-
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 82,000</b>	<b>\$ 64,000</b>	<b>\$ 55,000</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ -	\$ -	\$ -
Operations	82,000	64,000	55,000
Capital	-	-	-
<b>Total Expenditures</b>	<b>\$ 82,000</b>	<b>\$ 64,000</b>	<b>\$ 55,000</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>Available Fund Balance</u></b>			
<i>Per Audit Report - Dec 31, 2024</i>	80,985	80,985	80,985
<b>Net Fund Balance</b>	<b>80,985</b>	<b>80,985</b>	<b>80,985</b>
Ending Fund Balance % of Total Expenditures			147.25%

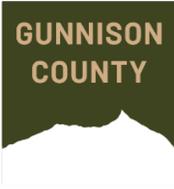




**SALES TAX FUND**  
Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<b><u>REVENUES</u></b>			
Taxes	\$ 4,460,000	\$ 4,911,540	\$ 4,912,000
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	-	-	-
Contributions	-	-	-
Fines & Forfeitures	7,000	8,000	8,000
Investment Income	60,000	231,352	231,000
Interfund Transfers & Other	-	-	-
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 4,527,000</b>	<b>\$ 5,150,892</b>	<b>\$ 5,151,000</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ -	\$ -	\$ -
Operations	4,496,033	4,948,915	5,476,964
Capital	-	-	-
<b>Total Expenditures</b>	<b>\$ 4,496,033</b>	<b>\$ 4,948,915</b>	<b>\$ 5,476,964</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 30,967</b>	<b>\$ 201,977</b>	<b>\$ (325,964)</b>
<b><u>Available Fund Balance</u></b>			
<i>Per Audit Report - Dec 31, 2024</i>	5,441,755	5,441,755	5,643,732
<b>Net Fund Balance</b>	<b>5,472,722</b>	<b>5,643,732</b>	<b>5,317,768</b>
Ending Fund Balance % of Total Expenditures			97.09%

Sales Tax projected conservatively flat over 2025 projection.



**LAND PRESERVATION FUND**  
Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<b><u>REVENUES</u></b>			
Taxes	\$ 650,000	\$ 910,000	\$ 910,000
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	-	-	-
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	50,000	67,560	60,000
Interfund Transfers & Other	-	-	-
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 700,000</b>	<b>\$ 977,560</b>	<b>\$ 970,000</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ -	\$ -	\$ -
Operations	1,386,222	1,391,086	615,000
Capital	-	-	-
<b>Total Expenditures</b>	<b>\$ 1,386,222</b>	<b>\$ 1,391,086</b>	<b>\$ 615,000</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (686,222)</b>	<b>\$ (413,526)</b>	<b>\$ 355,000</b>
<b><u>Available Fund Balance</u></b>			
<i>Per Audit Report - Dec 31, 2024</i>	2,138,318	2,138,318	1,724,792
<b>Net Fund Balance</b>	<b>1,452,096</b>	<b>1,724,792</b>	<b>2,079,792</b>
Ending Fund Balance % of Total Expenditures			338.18%





**MOSQUITO CONTROL FUND**  
Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<b><u>REVENUES</u></b>			
Taxes	\$ 74,170	\$ 75,587	\$ 75,000
Licenses & Permits	-	-	-
Intergovernmental & Grants	18,860	18,860	18,860
Charges for Services	-	-	-
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	320	2,500	2,500
Interfund Transfers & Other	18,860	18,860	-
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 112,210</b>	<b>\$ 115,807</b>	<b>\$ 96,360</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ -	\$ -	\$ -
Operations	113,160	115,807	111,415
Capital	-	-	-
<b>Total Expenditures</b>	<b>\$ 113,160</b>	<b>\$ 115,807</b>	<b>\$ 111,415</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (950)</b>	<b>\$ -</b>	<b>\$ (15,055)</b>
<b><u>Available Fund Balance</u></b>			
<i>Per Audit Report - Dec 31, 2024</i>	23,982	23,982	23,982
<b>Net Fund Balance</b>	<b>23,032</b>	<b>23,982</b>	<b>8,927</b>
Ending Fund Balance % of Total Expenditures			8.01%





**SAGE GROUSE TRUST FUND**  
Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	76,710	76,710	100,000
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	-	10,000	15,000
Interfund Transfers & Other	-	-	-
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 76,710</b>	<b>\$ 86,710</b>	<b>\$ 115,000</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ -	\$ -	\$ -
Operations	127,000	127,031	112,000
Capital	-	-	-
<b>Total Expenditures</b>	<b>\$ 127,000</b>	<b>\$ 127,031</b>	<b>\$ 112,000</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (50,290)</b>	<b>\$ (40,321)</b>	<b>\$ 3,000</b>
<b><u>Available Fund Balance</u></b>			
<i>Per Audit Report - Dec 31, 2024</i>	388,393	388,393	348,072
<b>Net Fund Balance</b>	<b>338,103</b>	<b>348,072</b>	<b>351,072</b>
Ending Fund Balance % of Total Expenditures			313.46%





**RISK MANAGEMENT FUND**  
Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	-	-	-
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	-	-	-
Interfund Transfers & Other	100,000	100,000	100,000
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ -	\$ -	\$ -
Operations	100,600	100,600	100,600
Capital	-	-	-
<b>Total Expenditures</b>	<b>\$ 100,600</b>	<b>\$ 100,600</b>	<b>\$ 100,600</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (600)</b>	<b>\$ (600)</b>	<b>\$ (600)</b>
<b><u>Available Fund Balance</u></b>			
<i>Per Audit Report - Dec 31, 2024</i>	14,187	14,187	13,587
<b>Net Fund Balance</b>	<b>13,587</b>	<b>13,587</b>	<b>12,987</b>
Ending Fund Balance % of Total Expenditures			12.91%





**GUNNISON COUNTY HOUSING AUTHORITY FUND**  
Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	13,071,791	13,071,791	1,500,000
Charges for Services	924,190	560,978	1,318,020
Contributions	-	-	-
Fines & Forfeitures	-	400	-
Investment Income	700	3,443,534	6,034,694
Interfund Transfers & Other	3,245,500	5,300,789	945,500
Financing Proceeds	29,881,135	34,779,817	46,962,031
<b>Total Revenues</b>	<b>\$ 47,123,316</b>	<b>\$ 57,157,310</b>	<b>\$ 56,760,245</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ 108,040	\$ 107,930	\$ 741,853
Operations	265,052	4,022,033	6,465,904
Capital	49,587,508	49,021,623	48,470,554
<b>Total Expenditures</b>	<b>\$ 49,960,600</b>	<b>\$ 53,151,586</b>	<b>\$ 55,678,311</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (2,837,284)</b>	<b>\$ 4,005,724</b>	<b>\$ 1,081,934</b>
<b><u>Available Fund Balance</u></b>			
<i>Per Audit Report - Dec 31, 2024</i>	(10,079,645)	(10,079,645)	(6,073,921)
<b>Net Fund Balance w/o NP</b>	<b>(12,916,929)</b>	<b>(6,073,921)</b>	<b>(4,991,987)</b>
Ending Fund Balance % of Total Expenditures			-8.97%
<i>Fund balance includes a \$5 million liability representing a note payable to the Gunnison County General Fund.</i>			

2024 Audited Fund balance includes \$5m Note Payable to General Fund, a \$2.5m transfer from general fund made in wrong direction corrected in 2025 projection and \$1.4m accrual reversed in 2025.

2026 budget includes Property Management Revenue / Previous IGA / New staffing for GCHA  
\$250k Transfer from LMD



**MARKETING DISTRICT FUND**  
Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<b><u>REVENUES</u></b>			
Taxes	\$ 3,400,000	\$ 3,200,000	\$ 3,000,000
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	-	-	-
Contributions	-	-	-
Fines & Forfeitures	6,500	7,000	7,000
Investment Income	20,000	50,000	50,000
Interfund Transfers & Other	-	-	-
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 3,426,500</b>	<b>\$ 3,257,000</b>	<b>\$ 3,057,000</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ -	\$ -	\$ -
Operations	4,019,479	3,516,965	3,645,269
Capital	-	-	-
<b>Total Expenditures</b>	<b>\$ 4,019,479</b>	<b>\$ 3,516,965</b>	<b>\$ 3,645,269</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (592,979)</b>	<b>\$ (259,965)</b>	<b>\$ (588,269)</b>
<b><u>Available Fund Balance</u></b>			
<i>Per Audit Report - Dec 31, 2024</i>	2,349,121	2,349,121	2,089,156
<b>Net Fund Balance</b>	<b>1,756,142</b>	<b>2,089,156</b>	<b>1,500,887</b>
Ending Fund Balance % of Total Expenditures			41.17%

\$3.125m TAPP \$100k for Childcare \$75k to Comm Dev for Stewardship Coordinator \$250k for Housing
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**TRANSPORTATION AUTHORITY (RTA) FUND**  
Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<b><u>REVENUES</u></b>			
Taxes	\$ 6,326,000	\$ 6,381,600	\$ 6,563,000
Licenses & Permits	-	-	-
Intergovernmental & Grants	2,883,108	467,008	4,671,032
Charges for Services	97,000	118,400	123,600
Contributions	-	-	-
Fines & Forfeitures	2,000	2,100	2,000
Investment Income	80,000	155,000	100,000
Interfund Transfers & Other	-	-	-
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 9,388,108</b>	<b>\$ 7,124,108</b>	<b>\$ 11,459,632</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ -	\$ -	\$ -
Operations	6,302,382	6,060,024	6,597,961
Capital	3,675,500	994,543	5,647,311
<b>Total Expenditures</b>	<b>\$ 9,977,882</b>	<b>\$ 7,054,567</b>	<b>\$ 12,245,272</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (589,774)</b>	<b>\$ 69,541</b>	<b>\$ (785,640)</b>
<b><u>Available Fund Balance</u></b>			
<i>Per Audit Report - Dec 31, 2024</i>	5,632,869	5,632,869	5,702,410
<b>Net Fund Balance</b>	<b>5,043,095</b>	<b>5,702,410</b>	<b>4,916,770</b>
Ending Fund Balance % of Total Expenditures			40.15%





**PUBLIC TRUSTEE FUND**  
Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	30,000	30,000	30,000
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	-	-	-
Interfund Transfers & Other	51,698	51,698	71,000
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 81,698</b>	<b>\$ 81,698</b>	<b>\$ 101,000</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ 73,789	\$ 73,789	\$ 74,857
Operations	7,850	6,852	7,270
Capital	-	-	-
<b>Total Expenditures</b>	<b>\$ 81,639</b>	<b>\$ 80,641</b>	<b>\$ 82,127</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 59</b>	<b>\$ 1,057</b>	<b>\$ 18,873</b>
<b><u>Available Fund Balance</u></b>			
<i>Per Audit Report - Dec 31, 2024</i>	(18,669)	(18,669)	(17,612)
<b>Net Fund Balance</b>	<b>(18,610)</b>	<b>(17,612)</b>	<b>1,261</b>
Ending Fund Balance % of Total Expenditures			1.53%





**DEBT SERVICE FUND**  
Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	-	-	-
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	10,000	25,000	20,000
Interfund Transfers & Other	2,390,774	3,393,802	2,276,814
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 2,400,774</b>	<b>\$ 3,418,802</b>	<b>\$ 2,296,814</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ -	\$ -	\$ -
Operations	3,459,086	3,393,802	2,276,814
Capital	-	-	-
<b>Total Expenditures</b>	<b>\$ 3,459,086</b>	<b>\$ 3,393,802</b>	<b>\$ 2,276,814</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (1,058,312)</b>	<b>\$ 25,000</b>	<b>\$ 20,000</b>
<b><u>Available Fund Balance</u></b>			
<i>Per Audit Report - Dec 31, 2024</i>	826,289	826,289	851,289
<b>Net Fund Balance</b>	<b>(232,023)</b>	<b>851,289</b>	<b>871,289</b>
Ending Fund Balance % of Total Expenditures			38.27%





**AIRPORT OPERATIONS FUND**  
Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	2,451,216	2,703,419	10,111,491
Charges for Services	2,035,026	2,209,546	2,314,861
Contributions	-	-	-
Fines & Forfeitures	-	422	-
Investment Income	10,000	50,000	10,000
Interfund Transfers & Other	5,793	7,201	3,400
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 4,502,035</b>	<b>\$ 4,970,588</b>	<b>\$ 12,439,752</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ 1,241,232	\$ 1,035,025	\$ 1,247,022
Operations	1,013,568	1,076,715	9,904,506
Capital	2,569,872	2,766,622	2,400,014
<b>Total Expenditures</b>	<b>\$ 4,824,672</b>	<b>\$ 4,878,362</b>	<b>\$ 13,551,542</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (322,637)</b>	<b>\$ 92,225</b>	<b>\$ (1,111,791)</b>

**Available Resources Summary**

<i>Per Audit Report - Dec 31, 2024</i>	9,154,664	9,154,664	9,246,889
<b>Ending Available Resources</b>	<b>8,832,027</b>	<b>9,246,889</b>	<b>8,135,098</b>
Ending Fund Balance % of Total Expenditures			60.03%
Unreserved Available Resources	8,091,523	8,506,385	7,394,594
Reserved: Passenger Facility Charges	636,796	636,796	636,796
Reserved: Customer Facility Charges	103,708	103,708	103,708
	<b>8,832,027</b>	<b>9,246,889</b>	<b>8,135,098</b>

**2026 Budget - Operations includes:**

Airport Masterplan – \$1,441,733 / DOT BILs: \$1,369,646 / CDOT: \$36,043 / Local: \$36,044

GA Ramp Reconstruction Schedules II & III – \$8,783,872

FAA 2025 Entitlements: \$1,300,000 / FAA 2026 Entitlements: \$1,300,000 / FAA Discretionary: \$5,000,000 / CDOT: \$200,000 / Local: \$983,872 (of this, \$208,333 is PFC reimbursable for Sch. II only)



**SEWER FUND**  
Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	320,175
Charges for Services	1,233,381	1,221,489	1,248,070
Contributions	-	-	-
Fines & Forfeitures	2,775	6,100	6,100
Investment Income	75	50,000	50,000
Interfund Transfers & Other	500	-	-
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 1,236,731</b>	<b>\$ 1,277,589</b>	<b>\$ 1,624,345</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ 91,104	\$ 68,683	\$ 91,703
Operations	1,269,383	1,273,254	1,417,213
Capital	179,000	149,000	512,020
<b>Total Expenditures</b>	<b>\$ 1,539,487</b>	<b>\$ 1,490,937</b>	<b>\$ 2,020,936</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (302,756)</b>	<b>\$ (213,348)</b>	<b>\$ (396,592)</b>
<b><u>Available Fund Balance</u></b>			
<i>Per Audit Report - Dec 31, 2024</i>	705,370	705,370	492,022
<b>Net Fund Balance</b>	<b>402,614</b>	<b>492,022</b>	<b>95,431</b>
Ending Fund Balance % of Total Expenditures			4.72%





**WATER FUND**  
Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	88,000	-	-
Charges for Services	463,990	464,990	478,180
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	-	40,000	40,000
Interfund Transfers & Other	225,000	45,038	60,592
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 776,990</b>	<b>\$ 550,028</b>	<b>\$ 578,772</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ 138,671	\$ 139,325	\$ 138,946
Operations	244,346	259,879	240,120
Capital	246,000	246,000	190,000
<b>Total Expenditures</b>	<b>\$ 629,017</b>	<b>\$ 645,204</b>	<b>\$ 569,066</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 147,973</b>	<b>\$ (95,176)</b>	<b>\$ 9,706</b>
<b><u>Available Fund Balance</u></b>			
<i>Per Audit Report - Dec 31, 2024</i>	848,729	848,729	753,553
<b>Net Fund Balance</b>	<b>996,702</b>	<b>753,553</b>	<b>763,259</b>
Ending Fund Balance % of Total Expenditures			134.12%





**SOLID WASTE FUND**  
Summary of Fund Resources

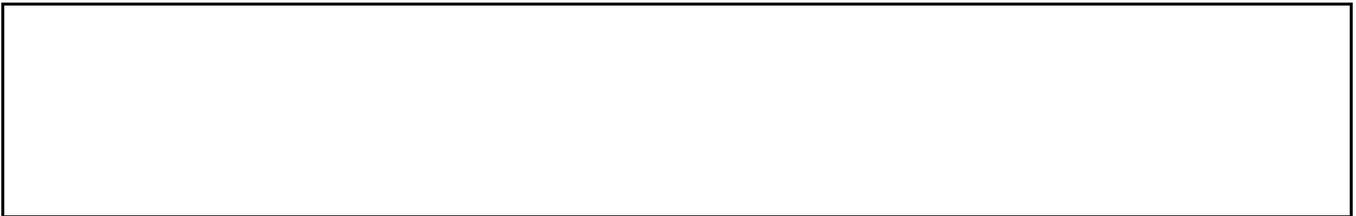
	2025 Revised Budget	2025 Projected	2026 Draft Budget
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	45,000	-	-
Charges for Services	1,564,350	1,391,000	1,520,000
Contributions	-	-	-
Fines & Forfeitures	500	-	-
Investment Income	45,600	90,000	90,000
Interfund Transfers & Other	121,510	127,800	126,540
Financing Proceeds	-	-	1,314,702
<b>Total Revenues</b>	<b>\$ 1,776,960</b>	<b>\$ 1,608,800</b>	<b>\$ 3,051,242</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ 804,988	\$ 742,735	\$ 777,258
Operations	895,133	735,639	766,369
Capital	1,600,000	1,602,000	1,374,702
<b>Total Expenditures</b>	<b>\$ 3,300,121</b>	<b>\$ 3,080,374</b>	<b>\$ 2,918,329</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (1,523,161)</b>	<b>\$ (1,471,574)</b>	<b>\$ 132,913</b>
<b><u>Available Fund Balance</u></b>			
<i>Per Audit Report - Dec 31, 2024</i>	3,482,203	3,482,203	2,010,630
<b>Net Fund Balance</b>	<b>1,959,042</b>	<b>2,010,630</b>	<b>2,143,543</b>
Ending Fund Balance % of Total Expenditures			73.45%





**SENIOR HOUSING (MOUNTAIN VIEW) FUND**  
Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	138,000	145,000	159,000
Charges for Services	113,600	139,000	139,000
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	-	6,000	6,000
Interfund Transfers & Other	21,000	-	-
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 272,600</b>	<b>\$ 290,000</b>	<b>\$ 304,000</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ 13,448	\$ 13,448	\$ 41,737
Operations	205,868	240,466	222,708
Capital	354,364	59,116	-
<b>Total Expenditures</b>	<b>\$ 573,680</b>	<b>\$ 313,030</b>	<b>\$ 264,445</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (301,080)</b>	<b>\$ (23,030)</b>	<b>\$ 39,555</b>
<b><u>Available Fund Balance</u></b>			
<i>Per Audit Report - Dec 31, 2024</i>	205,961	205,961	182,930
<b>Net Fund Balance</b>	<b>(95,119)</b>	<b>182,930</b>	<b>222,485</b>
Ending Fund Balance % of Total Expenditures			84.13%





**ISF I - FLEET FUND**  
Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	750	5,000	2,000
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	20,000	3,000	5,000
Interfund Transfers & Other	2,767,500	3,074,308	2,485,500
Financing Proceeds	1,500,000	-	1,000,000
<b>Total Revenues</b>	<b>\$ 4,288,250</b>	<b>\$ 3,082,308</b>	<b>\$ 3,492,500</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ 848,467	\$ 869,379	\$ 843,260
Operations	1,851,592	1,405,115	1,533,667
Capital	2,279,865	2,003,143	1,430,000
<b>Total Expenditures</b>	<b>\$ 4,979,924</b>	<b>\$ 4,277,637</b>	<b>\$ 3,806,927</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (691,674)</b>	<b>\$ (1,195,329)</b>	<b>\$ (314,427)</b>
<b><u>Available Fund Balance</u></b>			
<i>Per Audit Report - Dec 31, 2024</i>	2,766,887	2,766,887	1,571,558
<b>Net Fund Balance</b>	<b>2,075,213</b>	<b>1,571,558</b>	<b>1,257,130</b>
Ending Fund Balance % of Total Expenditures			33.02%





**ISF II - TECHNOLOGY FUND**  
Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	-	100	250
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	-	168	-
Interfund Transfers & Other	916,042	1,406,702	887,080
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 916,042</b>	<b>\$ 1,406,970</b>	<b>\$ 887,330</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ 699,354	\$ 585,440	\$ 641,007
Operations	675,200	656,152	588,892
Capital	100,000	100,000	-
<b>Total Expenditures</b>	<b>\$ 1,474,554</b>	<b>\$ 1,341,593</b>	<b>\$ 1,229,899</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (558,512)</b>	<b>\$ 65,377</b>	<b>\$ (342,569)</b>
<b><u>Available Fund Balance</u></b>			
<i>Per Audit Report - Dec 31, 2024</i>	123,266	123,266	188,643
<b>Net Fund Balance</b>	<b>(435,246)</b>	<b>188,643</b>	<b>(153,926)</b>
Ending Fund Balance % of Total Expenditures			-12.52%

Draft excludes \$322,571 increase to revenues (increase to department operating costs) to be allocated in final draft



**ISF III - HEALTH INSURANCE FUND**  
Summary of Fund Resources

	2025 Revised Budget	2025 Projected	2026 Draft Budget
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	-	-	-
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	-	75,000	60,000
Interfund Transfers & Other	2,579,000	3,351,469	3,351,469
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 2,579,000</b>	<b>\$ 3,426,469</b>	<b>\$ 3,411,469</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ -	\$ 25,000	\$ 25,000
Operations	2,728,360	2,898,092	3,671,866
Capital	-	-	-
<b>Total Expenditures</b>	<b>\$ 2,728,360</b>	<b>\$ 2,923,092</b>	<b>\$ 3,696,866</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (149,360)</b>	<b>\$ 503,377</b>	<b>\$ (285,397)</b>
<b><u>Available Fund Balance</u></b>			
<i>Per Audit Report - Dec 31, 2024</i>	2,432,778	2,432,778	2,936,155
<b>Net Fund Balance</b>	<b>2,283,418</b>	<b>2,936,155</b>	<b>2,650,758</b>
Ending Fund Balance % of Total Expenditures			71.70%

Draft Budget estimates 10% increase. 2025 premiums and contributions currently being analyzed  
Personnel costs are short term disability costs.



**COUNTY MANAGER ADMIN**  
**General Fund**  
 Summary of Resources

	<b>2025</b>	<b>2025</b>	<b>2026</b>
	<u>Revised Budget</u>	<u>Projected</u>	<u>Draft</u>
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	-	-	-
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	-	-	-
Interfund Transfers & Other	-	119	-
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 119</b>	<b>\$ -</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ 746,153	\$ 747,124	\$ 752,364
Operations	197,089	203,958	227,835
Capital	-	-	-
<b>Total Expenditures</b>	<b>\$ 943,242</b>	<b>\$ 951,082</b>	<b>\$ 980,199</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (943,242)</b>	<b>\$ (950,963)</b>	<b>\$ (980,199)</b>





**WILDLIFE CONSERVATION**  
**General Fund**  
 Summary of Resources

	<b>2025</b>		<b>2025</b>		<b>2026</b>
	Revised Budget		Projected		Draft
<b><u>REVENUES</u></b>					
Taxes	\$ -		\$ -		\$ -
Licenses & Permits	6,000		2,080		3,000
Intergovernmental & Grants	117,955		117,955		76,650
Charges for Services	-		-		-
Contributions	25,361		-		-
Fines & Forfeitures	-		-		-
Investment Income	-		-		-
Interfund Transfers & Other	125,000		125,000		110,000
Financing Proceeds	-		-		-
<b>Total Revenues</b>	<b>\$ 274,316</b>		<b>\$ 245,035</b>		<b>\$ 189,650</b>
<b><u>EXPENDITURES</u></b>					
Personnel	\$ -		\$ -		\$ -
Operations	255,126		168,899		184,020
Capital	-		-		-
<b>Total Expenditures</b>	<b>\$ 255,126</b>		<b>\$ 168,899</b>		<b>\$ 184,020</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 19,190</b>		<b>\$ 76,136</b>		<b>\$ 5,630</b>

Cheatgrass grant expenses decreased by \$72,000, with a corresponding decline in revenues.  
 Cheatgrass grant revenue decreased (DOI decreased by \$76k).  
 2026 transfer from Sage Grouse decreased by \$15k from prior year.  
 Cheatgrass contributions were budgeted at \$0 for 2026, contributions in reserve total \$24k.



**ASSESSOR'S OFFICE**  
**General Fund**  
 Summary of Resources

	<b>2025</b>		<b>2025</b>		<b>2026</b>
	Revised Budget		Projected		Draft
<b><u>REVENUES</u></b>					
Taxes	\$ -		\$ -		\$ -
Licenses & Permits	-		-		-
Intergovernmental & Grants	-		-		-
Charges for Services	6,000		6,000		1,800
Contributions	-		-		-
Fines & Forfeitures	-		-		-
Investment Income	-		-		-
Interfund Transfers & Other	250		250		250
Financing Proceeds	-		-		-
<b>Total Revenues</b>	<b>\$ 6,250</b>		<b>\$ 6,250</b>		<b>\$ 2,050</b>
<b><u>EXPENDITURES</u></b>					
Personnel	\$ 1,318,157		\$ 1,317,457		\$ 1,419,677
Operations	240,797		241,497		236,592
Capital	-		-		-
<b>Total Expenditures</b>	<b>\$ 1,558,954</b>		<b>\$ 1,558,954</b>		<b>\$ 1,656,269</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (1,552,704)</b>		<b>\$ (1,552,704)</b>		<b>\$ (1,654,219)</b>

ADD: 1 FTE - Appraiser I
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**CLERK & RECORDERS OFFICE**  
**General Fund**  
 Summary of Resources

	<b>2025</b>		<b>2025</b>		<b>2026</b>
	Revised Budget		Projected		Draft
<b><u>REVENUES</u></b>					
Taxes	\$ -		\$ -		\$ -
Licenses & Permits	5,000		4,000		4,000
Intergovernmental & Grants	-		-		-
Charges for Services	783,100		783,100		783,000
Contributions	-		-		-
Fines & Forfeitures	22,000		24,490		22,000
Investment Income	-		-		-
Interfund Transfers & Other	18,000		18,020		18,000
Financing Proceeds	-		-		-
<b>Total Revenues</b>	<b>\$ 828,100</b>		<b>\$ 829,610</b>		<b>\$ 827,000</b>
<b><u>EXPENDITURES</u></b>					
Personnel	\$ 843,712		\$ 843,712		\$ 859,421
Operations	286,043		269,048		283,745
Capital	-		-		-
<b>Total Expenditures</b>	<b>\$ 1,129,755</b>		<b>\$ 1,112,760</b>		<b>\$ 1,143,166</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (301,655)</b>		<b>\$ (283,150)</b>		<b>\$ (316,166)</b>





**COMMISSIONER'S OFFICE**  
**General Fund**  
 Summary of Resources

	<b>2025</b>	<b>2025</b>	<b>2026</b>
	<u>Revised Budget</u>	<u>Projected</u>	<u>Draft</u>
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	-	-	-
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	-	-	-
Interfund Transfers & Other	-	353	-
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 353</b>	<b>\$ -</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ 381,297	\$ 389,519	\$ 375,689
Operations	287,520	293,180	284,739
Capital	-	-	-
<b>Total Expenditures</b>	<b>\$ 668,817</b>	<b>\$ 682,699</b>	<b>\$ 660,428</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (668,817)</b>	<b>\$ (682,346)</b>	<b>\$ (660,428)</b>





**COMMUNITY DEVELOPMENT**  
**General Fund**  
 Summary of Resources

	<b>2025</b>		<b>2025</b>		<b>2026</b>
	Revised Budget		Projected		Draft
<b><u>REVENUES</u></b>					
Taxes	\$ -		\$ -		\$ -
Licenses & Permits	923,400		1,177,466		1,002,450
Intergovernmental & Grants	74,860		118,835		489,492
Charges for Services	75,100		112,182		81,000
Contributions	-		-		-
Fines & Forfeitures	-		-		-
Investment Income	-		-		-
Interfund Transfers & Other	-		-		75,000
Financing Proceeds	-		-		-
<b>Total Revenues</b>	<b>\$ 1,073,360</b>		<b>\$ 1,408,483</b>		<b>\$ 1,647,942</b>
<b><u>EXPENDITURES</u></b>					
Personnel	\$ 1,282,170		\$ 1,282,692		\$ 1,326,199
Operations	357,066		359,009		905,533
Capital	-		-		-
<b>Total Expenditures</b>	<b>\$ 1,639,236</b>		<b>\$ 1,641,701</b>		<b>\$ 2,231,733</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (565,876)</b>		<b>\$ (233,219)</b>		<b>\$ (583,791)</b>

Stewardship Coordinator position shared position with National Forest Foundation (NFF) historically grant funded  
 Operations includes \$600k for corridor plan, otherwise operations expenditures decreased over 2025 projection / \$150k cost to county



**CORONER'S OFFICE**  
**General Fund**  
 Summary of Resources

	<b>2025</b>		<b>2025</b>		<b>2026</b>
	Revised Budget		Projected		Draft
<b><u>REVENUES</u></b>					
Taxes	\$ -		\$ -		\$ -
Licenses & Permits	-		-		-
Intergovernmental & Grants	5,000		5,700		5,000
Charges for Services	-		-		-
Contributions	-		-		-
Fines & Forfeitures	-		-		-
Investment Income	-		-		-
Interfund Transfers & Other	-		48		-
Financing Proceeds	-		-		-
<b>Total Revenues</b>	<b>\$ 5,000</b>		<b>\$ 5,748</b>		<b>\$ 5,000</b>
<b><u>EXPENDITURES</u></b>					
Personnel	\$ 305,591		\$ 292,664		\$ 304,735
Operations	126,720		103,993		129,795
Capital	-		-		-
<b>Total Expenditures</b>	<b>\$ 432,311</b>		<b>\$ 396,657</b>		<b>\$ 434,530</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (427,311)</b>		<b>\$ (390,909)</b>		<b>\$ (429,530)</b>

Most of the operating increase was due to autopsy increase.



**COUNTY ATTORNEY**  
**General Fund**  
 Summary of Resources

	<b>2025</b>	<b>2025</b>	<b>2026</b>
	<u>Revised Budget</u>	<u>Projected</u>	<u>Draft</u>
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	-	600	-
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	-	-	-
Interfund Transfers & Other	92,740	105,162	103,318
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 92,740</b>	<b>\$ 105,762</b>	<b>\$ 103,318</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ 814,546	\$ 814,570	\$ 836,770
Operations	246,453	246,753	348,332
Capital	-	-	-
<b>Total Expenditures</b>	<b>\$ 1,060,999</b>	<b>\$ 1,061,323</b>	<b>\$ 1,185,102</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (968,259)</b>	<b>\$ (955,561)</b>	<b>\$ (1,081,784)</b>

\$150k contingency for legal services - outside counsel
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**EMERGENCY MANAGEMENT**  
**General Fund**  
 Summary of Resources

	<b>2025</b>		<b>2025</b>		<b>2026</b>
	Revised Budget		Projected		Draft
<b><u>REVENUES</u></b>					
Taxes	\$ -		\$ -		\$ -
Licenses & Permits	-		300		-
Intergovernmental & Grants	260,353		192,573		59,000
Charges for Services	-		-		-
Contributions	-		-		-
Fines & Forfeitures	-		-		-
Investment Income	-		-		-
Interfund Transfers & Other	-		18		-
Financing Proceeds	-		-		-
<b>Total Revenues</b>	<b>\$ 260,353</b>		<b>\$ 192,891</b>		<b>\$ 59,000</b>
<b><u>EXPENDITURES</u></b>					
Personnel	\$ 312,876		\$ 204,600		\$ 239,940
Operations	328,678		234,784		365,653
Capital	-		-		-
<b>Total Expenditures</b>	<b>\$ 641,554</b>		<b>\$ 439,384</b>		<b>\$ 605,594</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (381,201)</b>		<b>\$ (246,493)</b>		<b>\$ (546,594)</b>

Decrease in salaries and overall operating expenses for 2026 / included \$300k emergency contingency



**EXTENSION**  
**General Fund**  
 Summary of Resources

	<b>2025</b>	<b>2025</b>	<b>2026</b>
	<u>Revised Budget</u>	<u>Projected</u>	<u>Draft</u>
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	-	-	-
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	-	-	-
Interfund Transfers & Other	-	-	-
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ 106,748	\$ 106,748	\$ 105,727
Operations	178,672	176,377	181,703
Capital	-	-	-
<b>Total Expenditures</b>	<b>\$ 285,420</b>	<b>\$ 283,125</b>	<b>\$ 287,430</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (285,420)</b>	<b>\$ (283,125)</b>	<b>\$ (287,430)</b>



**FACILITIES & GROUNDS**  
**General Fund**  
 Summary of Resources

	<b>2025</b>		<b>2025</b>		<b>2026</b>
	Revised Budget		Projected		Draft
<b><u>REVENUES</u></b>					
Taxes	\$ -		\$ -		\$ -
Licenses & Permits	-		-		-
Intergovernmental & Grants	-		-		-
Charges for Services	191,628		146,255		145,868
Contributions	-		-		-
Fines & Forfeitures	-		-		-
Investment Income	-		-		-
Interfund Transfers & Other	-		-		-
Financing Proceeds	-		-		-
<b>Total Revenues</b>	<b>\$ 191,628</b>		<b>\$ 146,255</b>		<b>\$ 145,868</b>
<b><u>EXPENDITURES</u></b>					
Personnel	\$ 618,550		\$ 614,997		\$ 605,893
Operations	839,335		844,563		882,464
Capital	1,095,000		889,602		-
<b>Total Expenditures</b>	<b>\$ 2,552,885</b>		<b>\$ 2,349,162</b>		<b>\$ 1,488,358</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (2,361,257)</b>		<b>\$ (2,202,907)</b>		<b>\$ (1,342,490)</b>

Capital projects in CapEx Fund / \$23k increase in bldg & equipment R&M / \$22k Utilities increase - City of Gunnison



**FAIRGROUNDS**  
**General Fund**  
 Summary of Resources

	<b>2025</b>		<b>2025</b>		<b>2026</b>
	Revised Budget		Projected		Draft
<b><u>REVENUES</u></b>					
Taxes	\$ -		\$ -		\$ -
Licenses & Permits	-		-		-
Intergovernmental & Grants	-		-		-
Charges for Services	82,100		96,500		91,000
Contributions	-		-		-
Fines & Forfeitures	-		-		-
Investment Income	-		-		-
Interfund Transfers & Other	827,191		624,960		-
Financing Proceeds	-		-		-
<b>Total Revenues</b>	<b>\$ 909,291</b>		<b>\$ 721,460</b>		<b>\$ 91,000</b>
<b><u>EXPENDITURES</u></b>					
Personnel	\$ 219,512		\$ 206,611		\$ 235,856
Operations	118,598		118,885		165,434
Capital	561,500		561,500		-
<b>Total Expenditures</b>	<b>\$ 899,610</b>		<b>\$ 886,996</b>		<b>\$ 401,290</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 9,681</b>		<b>\$ (165,536)</b>		<b>\$ (310,290)</b>

CIP total is \$215,000 for 2026 - reflected in the capex fund.  
 \$22.8k increase for fleet / \$16k increase R&M



**FINANCE**  
**General Fund**  
 Summary of Resources

	<b>2025</b>	<b>2025</b>	<b>2026</b>
	<u>Revised Budget</u>	<u>Projected</u>	<u>Draft</u>
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	-	-	-
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	-	-	-
Interfund Transfers & Other	-	-	-
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ 979,487	\$ 845,906	\$ 1,172,942
Operations	212,806	305,523	403,731
Capital	-	-	-
<b>Total Expenditures</b>	<b>\$ 1,192,293</b>	<b>\$ 1,151,429</b>	<b>\$ 1,576,673</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (1,192,293)</b>	<b>\$ (1,151,429)</b>	<b>\$ (1,576,673)</b>

Personnel - ADD 2 FTE - Deputy & Sr. Accountant. Allocation change for Payroll Admin from 20% to 100%  
 Software Services & Prof services increase for payroll conversion / Training & Education for staff



**GEOGRAPHIC INFORMATION SVCS**  
**General Fund**  
 Summary of Resources

	<b>2025</b>	<b>2025</b>	<b>2026</b>
	<u>Revised Budget</u>	<u>Projected</u>	<u>Draft</u>
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	-	-	-
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	-	-	-
Interfund Transfers & Other	-	40	-
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 40</b>	<b>\$ -</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ 44,190	\$ 29,491	\$ 30,793
Operations	21,448	15,558	19,701
Capital	-	-	-
<b>Total Expenditures</b>	<b>\$ 65,638</b>	<b>\$ 45,049</b>	<b>\$ 50,494</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (65,638)</b>	<b>\$ (45,009)</b>	<b>\$ (50,494)</b>





**HEALTH & HUMAN SERVICES**  
**General Fund**  
 Summary of Resources

	<b>2025</b>		<b>2025</b>		<b>2026</b>
	Revised Budget		Projected		Draft
<b><u>REVENUES</u></b>					
Taxes	\$ -		\$ -		\$ -
Licenses & Permits	-		-		-
Intergovernmental & Grants	684,840		619,853		450,424
Charges for Services	9,760		20,650		18,314
Contributions	233,684		233,321		279,707
Fines & Forfeitures	-		-		-
Investment Income	-		-		-
Interfund Transfers & Other	68,852		81,352		126,814
Financing Proceeds	-		-		-
<b>Total Revenues</b>	<b>\$ 997,136</b>		<b>\$ 955,176</b>		<b>\$ 875,259</b>
<b><u>EXPENDITURES</u></b>					
Personnel	\$ 738,076		\$ 675,560		\$ 663,975
Operations	295,367		317,725		270,600
Capital	-		-		-
<b>Total Expenditures</b>	<b>\$ 1,033,443</b>		<b>\$ 993,285</b>		<b>\$ 934,575</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (36,306)</b>		<b>\$ (38,109)</b>		<b>\$ (59,316)</b>





**HISTORIC PRESERVATION**  
**General Fund**  
 Summary of Resources

	<b>2025</b>	<b>2025</b>	<b>2026</b>
	<u>Revised Budget</u>	<u>Projected</u>	<u>Draft</u>
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	-	-	-
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	-	-	-
Interfund Transfers & Other	-	-	-
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ -	\$ -	\$ -
Operations	2,550	2,365	2,469
Capital	-	-	-
<b>Total Expenditures</b>	<b>\$ 2,550</b>	<b>\$ 2,365</b>	<b>\$ 2,469</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (2,550)</b>	<b>\$ (2,365)</b>	<b>\$ (2,469)</b>





**HUMAN RESOURCES**  
**General Fund**  
 Summary of Resources

	<b>2025</b>	<b>2025</b>	<b>2026</b>
	<u>Revised Budget</u>	<u>Projected</u>	<u>Draft</u>
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	-	-	-
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	-	-	-
Interfund Transfers & Other	-	-	-
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ 482,785	\$ 482,783	\$ 455,160
Operations	243,093	224,435	202,103
Capital	-	-	-
<b>Total Expenditures</b>	<b>\$ 725,878</b>	<b>\$ 707,218</b>	<b>\$ 657,263</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (725,878)</b>	<b>\$ (707,218)</b>	<b>\$ (657,263)</b>





**JUVENILE SERVICES**  
**General Fund**  
 Summary of Resources

	<b>2025</b>	<b>2025</b>	<b>2026</b>
	<u>Revised Budget</u>	<u>Projected</u>	<u>Draft</u>
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	1,510,176	1,372,472	884,084
Charges for Services	4,700	1,200	600
Contributions	181,790	178,646	192,103
Fines & Forfeitures	-	-	-
Investment Income	-	-	-
Interfund Transfers & Other	-	1,884	-
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 1,696,666</b>	<b>\$ 1,554,203</b>	<b>\$ 1,076,787</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ 920,580	\$ 869,388	\$ 868,621
Operations	782,571	691,636	406,558
Capital	179,195	179,195	-
<b>Total Expenditures</b>	<b>\$ 1,882,346</b>	<b>\$ 1,740,219</b>	<b>\$ 1,275,179</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (185,680)</b>	<b>\$ (186,016)</b>	<b>\$ (198,392)</b>





**PUBLIC WORKS**  
**General Fund**  
 Summary of Resources

	<b>2025</b>		<b>2025</b>		<b>2026</b>
	Revised Budget		Projected		Draft
<b><u>REVENUES</u></b>					
Taxes	\$ -		\$ -		\$ -
Licenses & Permits	1,320		7,000		2,000
Intergovernmental & Grants	77,318		66,683		66,683
Charges for Services	2,400		-		56,375
Contributions	-		-		-
Fines & Forfeitures	-		-		-
Investment Income	-		-		-
Interfund Transfers & Other	178,000		-		-
Financing Proceeds	-		-		-
<b>Total Revenues</b>	<b>\$ 259,038</b>		<b>\$ 73,683</b>		<b>\$ 125,058</b>
<b><u>EXPENDITURES</u></b>					
Personnel	\$ 181,048		\$ 134,548		\$ 170,772
Operations	57,534		58,422		63,836
Capital	-		-		-
<b>Total Expenditures</b>	<b>\$ 238,582</b>		<b>\$ 192,970</b>		<b>\$ 234,607</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 20,456</b>		<b>\$ (119,287)</b>		<b>\$ (109,549)</b>

Vacancies - increase budget for benefit election
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**SHERIFFS OFFICE**  
**General Fund**  
 Summary of Resources

	<b>2025</b>		<b>2025</b>		<b>2026</b>
	Revised Budget		Projected		Draft
<b><u>REVENUES</u></b>					
Taxes	\$ -		\$ -		\$ -
Licenses & Permits	-		-		-
Intergovernmental & Grants	264,908		244,097		273,712
Charges for Services	54,000		41,365		41,000
Contributions	-		-		-
Fines & Forfeitures	115,000		65,507		70,000
Investment Income	-		-		-
Interfund Transfers & Other	6,500		2,913		3,500
Financing Proceeds	-		-		-
<b>Total Revenues</b>	<b>\$ 440,408</b>		<b>\$ 353,882</b>		<b>\$ 388,212</b>
<b><u>EXPENDITURES</u></b>					
Personnel	\$ 4,568,817		\$ 3,460,409		\$ 4,661,571
Operations	1,732,357		1,601,437		1,752,748
Capital	189,000		192,300		-
<b>Total Expenditures</b>	<b>\$ 6,490,174</b>		<b>\$ 5,254,146</b>		<b>\$ 6,414,319</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (6,049,766)</b>		<b>\$ (4,900,264)</b>		<b>\$ (6,026,107)</b>

Personnel increase over 2025 Projection due to vacancy in 2025
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TREASURER'S OFFICE  
General Fund  
Summary of Resources

	2025 Revised Budget	2025 Projected	2026 Draft
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	7,000	7,000	6,000
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	-	-	-
Interfund Transfers & Other	1,623,000	1,623,010	1,700,000
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 1,630,000</b>	<b>\$ 1,630,010</b>	<b>\$ 1,706,000</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ 359,287	\$ 357,824	\$ 340,867
Operations	80,871	85,218	103,129
Capital	-	-	-
<b>Total Expenditures</b>	<b>\$ 440,158</b>	<b>\$ 443,042</b>	<b>\$ 443,997</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 1,189,842</b>	<b>\$ 1,186,968</b>	<b>\$ 1,262,003</b>





**VETERANS**  
**General Fund**  
 Summary of Resources

	<u>2025</u> Revised Budget	<u>2025</u> Projected	<u>2026</u> Draft
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	43,500	47,000	47,000
Charges for Services	-	-	-
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	-	-	-
Interfund Transfers & Other	-	-	-
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 43,500</b>	<b>\$ 47,000</b>	<b>\$ 47,000</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ -	\$ 33,677	\$ 34,066
Operations	55,000	25,000	25,000
Capital	-	-	-
<b>Total Expenditures</b>	<b>\$ 55,000</b>	<b>\$ 58,677</b>	<b>\$ 59,066</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (11,500)</b>	<b>\$ (11,677)</b>	<b>\$ (12,066)</b>





**WEATHER MODIFICATION**  
**General Fund**  
 Summary of Resources

	<b>2025</b>	<b>2025</b>	<b>2026</b>
	<u>Revised Budget</u>	<u>Projected</u>	<u>Draft</u>
<b><u>REVENUES</u></b>			
Taxes	\$ -	\$ -	\$ -
Licenses & Permits	-	-	-
Intergovernmental & Grants	-	-	-
Charges for Services	-	-	-
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	-	-	-
Interfund Transfers & Other	-	-	-
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ -	\$ -	\$ -
Operations	10,000	10,000	10,000
Capital	-	-	-
<b>Total Expenditures</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (10,000)</b>	<b>\$ (10,000)</b>	<b>\$ (10,000)</b>





**OTHER COST CENTERS**  
**General Fund**  
 Summary of Resources

	<b>2025</b>	<b>2025</b>	<b>2026</b>
	Revised Budget	Projected	Draft
<b><u>REVENUES</u></b>			
Taxes	\$ 14,598,444	\$ 14,187,000	\$ 14,760,233
Licenses & Permits	500,000	475,000	450,000
Intergovernmental & Grants	400,000	-	-
Charges for Services	80,000	120,000	117,000
Contributions	-	-	-
Fines & Forfeitures	-	-	-
Investment Income	410,000	430,000	410,000
Interfund Transfers & Other	967,880	620,097	628,866
Financing Proceeds	-	-	-
<b>Total Revenues</b>	<b>\$ 16,956,324</b>	<b>\$ 15,832,097</b>	<b>\$ 16,366,099</b>
<b><u>EXPENDITURES</u></b>			
Personnel	\$ 60,389	\$ 51,872	\$ 12,405
Operations	5,402,998	7,331,915	3,210,275
Capital	-	-	-
<b>Total Expenditures</b>	<b>\$ 5,463,387</b>	<b>\$ 7,383,787</b>	<b>\$ 3,222,680</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 11,492,937</b>	<b>\$ 8,448,310</b>	<b>\$ 13,143,419</b>



