



**REGULAR MEETING AGENDA – FEBRUARY 27, 2024 AT 9:00 A.M.
GILPIN COUNTY BOARD OF COUNTY COMMISSIONERS**

Marie A. Mornis, District 1 Susan Berumen, District 2 Sandy Hollingsworth, District 3

This meeting will be held in-person at the Historic Courthouse, 203 Eureka St., Central City, CO.

Please visit tinyurl.com/GilpinCommissioners to attend virtually.

Please silence all electronic devices and keep quiet while the meeting is in session.

Please sign up for public or press comments prior to start of meeting.

- 9:00 a.m.**
- 1.** Call to Order, Agenda Review and Conflicts of Interest
 - 2.** Public or Press Comment (limited to three minutes each)
 - 3.** CONSENT AGENDA
 - IT 2023 End of Year Report – Jessica Kays, Teryx, Inc.
 - Approval of Meeting Minutes for February 13, 2024 Regular Meeting and February 21, 2024 Special Meeting – Lyndsey Denton, Deputy Clerk to the Board
 - 4.** Golden Gate Canyon State Park Update – Todd Farrow, Park Manager
 - 5.** Tax Rate Presentation – Samuel Bower, Administrative Analyst
 - 6.** Gilpin Advertising Panel (GAP) Annual Report for 2023 – Jim Crawford, GAP Chair
 - 7.** Resolution 24-56, Approving Law Enforcement Academy Repayment Agreements – Sean Wheeler, Patrol Division Chief and Melissa Lewis, Office of Emergency Management Director
 - 8.** Resolution 24-48, Adopting the Over Hire of Public Works – Office Assistant Position – Chanda Johnson, Human Resources Director and John Combs, Public Works Director
 - 9.** Resolution 24-31, Adopting the Position of Financial Analyst – Chanda Johnson, Human Resources Director and Joe Allaire, Finance Director
 - 10.** Project Selection Discussion for Congressionally Directed Spending – Jamie Boyle, Grant Manager & Writer and Ryan Keenan – Facilities Director
 - 11.** Resolution 24-55, Authorizing Submission of a Grant Application to the Colorado Trust for the Community Resilience Initiatives - Diverse Approaches to Behavioral Health – Gabrielle Chisholm, Parks and Recreation Director & Jamie Boyle, Grant Manager & Writer

Public hearings will begin at the noticed time or later. All other agenda times are estimates and may be heard earlier or later than designated. To request an accommodation to participate in or attend the Commissioners' meeting, please notify Deputy Clerk Lyndsey Denton at 303-582-6010, at least 24 hours prior to the meeting.



12. Resolution 24-46, Authorizing Staff to Submit a Grant Application to the Colorado Department of Local Affairs for the Rural Economic Development Initiative Grant Program – Rob Gutierrez, Community Development Director and Jamie Boyle, Grant Manager & Writer
13. Resolution 24-44, Authorizing Staff to Submit a Grant Application to the Colorado Energy Office for the Automated Permit Processing for Solar Grant Program -- Rob Gutierrez, Community Development Director and Jamie Boyle, Grant Manager & Writer
14. Resolution 24-52, Authorizing Submission of a Grant Application to DOLA for the Energy/Mineral Impact Assistance Fund (EIAF) for Food Pantry Construction– Jamie Boyle, Grant Manager & Writer
15. Resolution 24-53, Authorizing Submission of a Grant Application to the Colorado Trust's Community Resilience Initiatives - Accessing Healthy Foods (CRI-AHF) Program for Food Pantry Equipment / Fixtures -- Jamie Boyle, Grant Manager & Writer
16. Resolution 24-57, Adopting the Peak-to-Peak Regional Broadband Planning Group Memorandum of Understanding – Jamie Boyle, Grant Manager & Writer
17. Resolution 24-42, Appointing Members to the Historic Preservation Commission – James Shrout, Historic Preservation Liaison
18. Resolution 24-50, Amending the Master Policy & Procedure Manual: P-13, Disposition of County Owned Real Property – Samuel Bower, Administrative Analyst
19. Resolution 24-51, Amending the Master Policy & Procedure Manual: P-14, Board of County Commissioners Meeting Hall Rental Policy -- Samuel Bower, Administrative Analyst
20. Resolution 24-54, Amending the Master Policy & Procedure Manual: P-15, Electioneering Policy -- Samuel Bower, Administrative Analyst
21. County Attorney's Report
22. County Manager's Report
23. Board of County Commissioners Report and Notice of Public Meetings
24. Public or Press Comment (limited to three minutes each)
25. Adjourn

Public hearings will begin at the noticed time or later. All other agenda times are estimates and may be heard earlier or later than designated. To request an accommodation to participate in or attend the Commissioners' meeting, please notify Deputy Clerk Lyndsey Denton at 303-582-6010, at least 24 hours prior to the meeting.

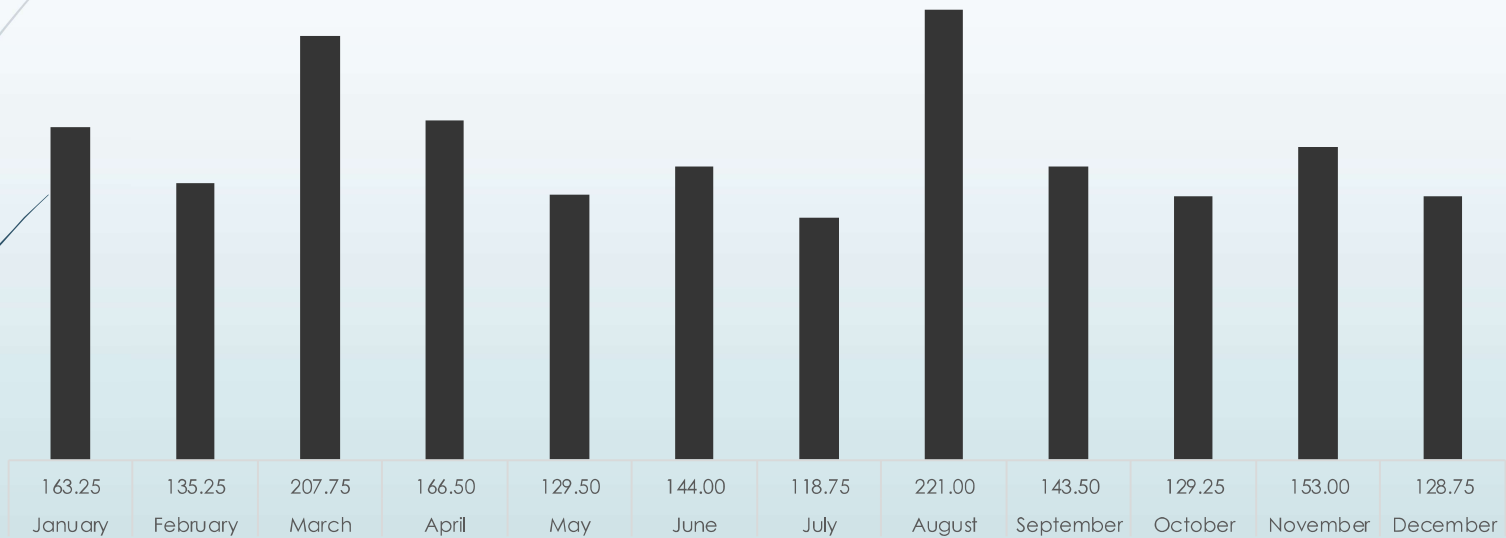


Gilpin County IT

2023: End of Year Report

IT: Total Hours

Total Hours



2023 Total Onsite Hours: 1,541.25

2023 Total Remote Hours: 299.25

2023 Total Average Hours Per Month: 153.28 (Remote and Onsite)

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Todd Farrow, Park Manager, Colorado Parks & Wildlife
Date: February 27, 2024
Item: Park Update - General Information
Requested Action: Information
Public Hearing: No

I. REQUEST OR ISSUE:

General update from Golden Gate Canyon State Park - Power Point Slideshow

II. RECOMMENDED ACTION / NEXT STEP:

N/A

III. FISCAL IMPACTS:

None.

IV. LEGAL ISSUES:

None.

V. ENVIRONMENTAL IMPACTS:

None.

VI. ALTERNATIVES:

N/A

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Samuel Bower, Administrative Analyst, County Manager's Office
Date: February 27, 2024
Item: Taxes in Colorado Counties, Analysis and Presentation
Requested Action: Information
Public Hearing: No

I. REQUEST OR ISSUE:

The presentation will cover data collected and analysis conducted on the property taxes and sales taxes of Colorado's 64 counties.

II. RECOMMENDED ACTION / NEXT STEP:

No action requested.

III. FISCAL IMPACTS:

None.

IV. LEGAL ISSUES:

None.

V. ENVIRONMENTAL IMPACTS:

None.

VI. ALTERNATIVES:

None, no action requested.

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Jim Crawford, GAP Chair, Gilpin Advertising Panel
Date: February 27, 2024
Item: Gilpin Advertising Panel (GAP) Annual Report for 2023
Requested Action: Information
Public Hearing: No

I. REQUEST OR ISSUE:

Per GAP Bylaws, in the first calendar year of each year, the Chair of the GAP shall provide the County Commissioners with a written report detailing for the prior calendar year, how lodging tax revenues were spent.

II. RECOMMENDED ACTION / NEXT STEP:

No action required. Information only

III. FISCAL IMPACTS:

None.

IV. LEGAL ISSUES:

None.

V. ENVIRONMENTAL IMPACTS:

None.

VI. ALTERNATIVES:

n/a



ANNUAL REPORT 2023

Gilpin Advertising Panel (GAP)

Jim Crawford, Chair

John Bryan, Chair Pro Tem

Barbara Hardt, Member

Lyndsey Denton, Secretary/Ex-officio

TO THE BOARD OF COUNTY COMMISSIONERS

Strategic Highlights

- The Gilpin Advertising Panel (GAP) members were appointed by the Board of County Commissioners on August 8, 2023.
- Three (3) meetings were held in 2023; in which the election of officers took place during the inaugural meeting in September, 2023. Per the Bylaws, we are only required to meet two times per year.

Financial Highlights

- Adopted a budget for 2024, that was presented to the Finance Director for inclusion into the Gilpin County Budget.
- Approved first funding project; contributing grant match funds in the amount of \$7,000, for the Colorado Tourism Management Grant for the Heritage Tourism Route signs and maps.

Looking Ahead

- Engage with the Legal Department to further identify appropriate uses for the funds and the Gilpin County website.
- Continue to meet in 2024, to plan future strategies for advertising and marketing tourism in Gilpin County.
- Solicit community interest for a new member during the 4th Quarter of 2024, as one members' term expires every year. The new member will be appointed at the first Board of County Commissioners meeting of 2025.

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Sean Wheeler, Division Chief, Sheriff's Office
Date: February 27, 2024
Item: Resolution 24-56, Approving Police Academy Repayment Agreements
Requested Action: Information
Public Hearing: No

I. **REQUEST OR ISSUE:**

The Gilpin County Sheriff's Office respectfully requests the Gilpin County Board of County Commissioners (BoCC) authorize the Board Chair to enter into and sign the Law Enforcement Academy Repayment Agreements for three Detention Officers. In essence, the Agreement outlines Gilpin County's commitment to covering the training expenses associated with the Officers' participation in the Lakewood Police Department, Jefferson County Sheriff Office Combined Regional Police Academy, aimed at attaining certification through the state of Colorado's Peace Officer Standards and Training (POST) board. Furthermore, it stipulates that should any of the Detention Officers terminate their employment within three years, they are obligated to reimburse the County for the cost of their training.

Detention Officer positions are foundational roles with specific duties and limitations. These officers are restricted in their responsibilities, precluding them from promotional opportunities to supervisory ranks or engaging in patrol duties. Their authority is confined to tasks designated by, and executed under the direction of the sheriff, exclusively during their scheduled shifts. Detention Officers undergo a rigorous 12-week on-the-job training program known as the "Field Training Officer" (FTO) program.

Upon successful completion of the Academy, the Detention Officers will promote to the status of POST Certified Deputies, rendering them eligible for advancement within the Detention Division's supervisory hierarchy and potential transfer to the Patrol Division.

The value of academy training to our organization is paramount. It equips deputies with enhanced capabilities to execute their duties in the detention facility, mitigates liability risks to Gilpin County, and elevates the quality of service to our community. Certified deputies possess the versatility to assume various roles within the organization and assume leadership responsibilities.

To date, the Sheriff's Office has sent six Detention Officers to the aforementioned police academy, all of whom successfully completed the academy, and remain employed. Notably, one serves as a certified deputy in our jail, two have been promoted to the rank of Corporal within the Detention Division, and three have successfully transitioned to the Patrol Division. Among them, three are residents of Gilpin County, while one resides in a neighboring mountain community.

The three Detention Officers subject to this agreement have served the sheriff's office since November of 2022, and July and September of 2023, respectively. Two are residents of Gilpin County, while the third boasts local work experience in the casino industry despite residing in the metro area. Additionally, two of the three officers are veterans, while the third possesses a wealth of work experience.

The Gilpin County Sheriff's Office respectfully requests the BoCC allow the Chair to enter into these agreements. Such approval not only safeguards the County's interests and mitigates liability but also reinforces our workforce and enhances our capacity to serve the community effectively. Respectfully submitted, thank you for your time and consideration.

II. **RECOMMENDED ACTION / NEXT STEP:**

The Sheriff's Office respectfully request the Gilpin County Board of County Commissioners authorize the Board Chair to enter into and sign the three Law Enforcement Academy Repayment Agreements.

III. **FISCAL IMPACTS:**

Yes. Cost of attendance, which is \$7,500 for tuition and \$800 for ammunition, \$8,300 per student, total cost \$24,900. This amount is currently in the 2024 budget.

IV. **LEGAL ISSUES:**

Yes. Obligates the employee to repay Gilpin County \$8,300 if he or she leaves employment within three years.

V. **ENVIRONMENTAL IMPACTS:**

None.

VI. **ALTERNATIVES:**

Currently none.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, STATE OF COLORADO**

APPROVING LAW ENFORCEMENT ACADEMY REPAYMENT AGREEMENTS

WHEREAS, all County Deputy Sheriff’s must be Colorado P.O.S.T. (Peace Officer Standards and Training) certified in accordance with Colorado Law, C.R.S. 16-2.5-103(1); and

WHEREAS, successful completion of a P.O.S.T. approved Basic Academy is a prerequisite for P.O.S.T. Certification; and

WHEREAS, the training and associated required books, uniforms, supplies and equipment are costly for the county; and

WHEREAS, the Lakewood Police Department, Jefferson County Sheriff’s Office Combined Regional Police Academy provides P.O.S.T. training; and

WHEREAS, Gilpin County has sent six Detention Officers to the aforementioned Police Academy, all of whom have successfully completed the academy, and remain employed by Gilpin County; and

WHEREAS, the three Detention Officers subject to this agreement have served the Sheriff’s Office since November of 2022, and July and September of 2023, respectively. Two are residents of Gilpin County, while the third boasts local work experience in the casino industry, despite residing in the metro area. Additionally, two of the three officers are veterans, while the third possesses a wealth of work experience.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners as follows:

1. Approves the Law Enforcement Academy Repayment Agreements attached, per **Exhibits A-C** attached hereto.

ADOPTED this _____ day of _____, 2024, by a vote of _____ to _____.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, COLORADO**

Deputy County Clerk

Chair

RECORDING STICKER

RECORDING STICKER

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss.
COUNTY OF GILPIN)

Susan Berumen, Chair, and Lyndsey Denton, Deputy County Clerk, County of Gilpin, acknowledged the foregoing Resolution before me this _____ day of _____, 2024.

Witness my hand and official seal

Notary Public

RECORDING STICKER

RECORDING STICKER

Law Enforcement Academy Repayment Agreement

This Repayment Agreement (the "Agreement") is entered into on the 2 day of January
2024 between the County of Gilpin (the "County") and Timothy Gray (the "Employee").

WHEREAS, the intent of this agreement is to provide for training of the Employee as a Deputy Sheriff and to specify the consideration that the Employee provides the County in return for the training. This Agreement shall not be construed in any way as an employment agreement, a guarantee of employment, or to alter the Employee's at-will status and the Employee may be dismissed at any time, with or without cause.

WHEREAS, Employee desires to be employed by Gilpin County Sheriff's Office as a Deputy Sheriff; and

WHEREAS, the training and the associated required books, uniforms, supplies and equipment are costly for the County; and

WHEREAS, the training will be conducted at the Jefferson County Sheriff's Office and the Lakewood Police Department Regional ACC ("Academy"); and

WHEREAS, in consideration for the County of Gilpin sponsoring and paying the costs associated with attending the Academy, Employee acknowledges that by attending the Academy, Employee will acquire skills and/or enhance his or her professional skills and/or knowledge making the Employee more marketable; and

WHEREAS, the Employee was selected based, in part, on Employee's representation that Employee would provide service to the County for at least three (3) years from the academy graduation date; and

WHEREAS, all County Deputy Sheriffs must be Colorado P.O.S.T. (Peace Officer Standards and Training) certified in accordance with Colorado law (C.R.S. 16-2.5-103(1)); and

WHEREAS, successful completion of a P.O.S.T. approved Basic Academy (the "Academy") is a prerequisite for POST certification; and

WHEREAS, federal and Colorado law authorize an employer to recover the expense of educating and training an employee under the circumstances presented in this Agreement; and

WHEREAS, Employee agrees to reimburse the County of Gilpin for the cost of such Academy training in the event that employment with the County is terminated in accordance with the terms of this Agreement.

WHEREAS, an estimate of the training cost is set forth in Exhibit "A" attached hereto and incorporated by reference.

NOW IN CONSIDERATION THEREFORE, the receipt and sufficiency of which is hereby acknowledged, the County and Employee agree:

1. The County and the Employee hereby expressly agree that the County shall pay the training cost as defined and set forth below for the Employee to attend the Academy to achieve certification as Colorado P.O.S.T. Deputy Sheriff.
2. Employee agrees to devote full-time and best efforts to the training program and to diligently perform all assignments made in connection therewith.
3. Employee agrees that if he/she leaves employment with the County of Gilpin Sheriff's Office, the Employee will reimburse the County in accordance with this Agreement.
4. Nothing in this Agreement shall modify Employee's at-will employment status.
5. Employee agrees to repay the County for the costs associated with the training (tuition, books, Academy uniforms, supplies and equipment, ammunition, and fees, etc.) ("Training Costs") purchased or incurred by the County for use during the Academy, as described in Attachment A, if Employee resigns or is terminated as described below:
 - a. Employee resigns from employment with the County within three (3) years of the date Employee discontinues the Academy or employment with Gilpin County for any reason other than illness or injury that permanently impacts the Employee's ability to perform the essential functions of the job of Deputy Sheriff ("Resignation"); or
 - b. Employee is terminated from employment with the County within three (3) years of Employee's first day of work after Academy graduation ("Termination").
6. Employee agrees upon Resignation or Termination in accordance with this Agreement, to return to the County of Gilpin Sheriff's Office any training materials, equipment, books, etc. in his/her possession, that may have been obtained during the Academy training program.
7. Employee further agrees that the County may deduct any reimbursement amounts outstanding from any wages or compensation owed to Employee as permitted by law.
8. The amount owed by the Employee is due in full within thirty (30) calendar days from the date of Resignation or Termination.
9. While the Employee is reimbursing the County, the Employee shall have an ongoing duty to notify the County of any change in the Employee's contact information. Such notice shall be in writing to the Sheriff and shall be made no later than fifteen (15) calendar days from the date of any such changes.
10. Payment is to be made to Gilpin County and submitted by mail attention to the Sheriff at the Gilpin County Sheriff's Office, 2960 Dory Hill Road #300, Black Hawk, CO 80422, or in person during normal business hours at 2960 Dory Hill Road, Black Hawk, CO 80422.
11. Employee understands that the County may pursue any and all other legal remedies to obtain reimbursement as necessary and consents to the County pursuing any such remedies.
12. Governmental Immunity. By executing this Agreement, the County does not in any way, limit or impair any rights, defenses or limitations applicable under the law including, but not limited to,

Article 11, Section 1 of the Colorado Constitution or pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

13. Non-Appropriation Clause. Nothing in this Agreement can legally prevent the County from exercising its sole discretion to not appropriate funds each calendar year for payment of training under this Agreement. The County's performance under this Agreement is subject to such discretionary appropriation. In the event the County decides not to appropriate funds for training under this Agreement, this Agreement shall terminate.
14. Governing Law and Venue. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the state of Colorado. Each Party irrevocably consents to the exclusive jurisdiction of the state courts of Colorado in connection with any action arising under this Agreement. Venue shall be in Gilpin County, Colorado.
15. Construction and Severability. Each Party acknowledges that the provisions of the Agreement were negotiated to reflect an informed, voluntary allocation between them of all the risks (both known and unknown) associated with the transactions contemplated hereunder. Further, all provisions are inserted conditionally on their being valid in law. In the event that any provision of the Agreement conflicts with the law under which the Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the Parties to the Agreement, (i) such provision will be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law; and (ii) the remaining terms, provisions, covenants, and restrictions of the Agreement will remain in full force and effect.
16. Non-Waiver. The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of the Agreement or to exercise any right under the Agreement will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather the same will be and remain in full force and effect.
17. Survival. Any obligations which expressly or by their nature are to continue after termination, cancellation, or expiration of the Agreement shall survive and remain in effect after such happening.
18. Remedies - Cumulative Rights. Except as otherwise specified, the rights and remedies granted to a Party under the Agreement are cumulative and in addition to, not in lieu of, any other rights and remedies which the Party may possess at law or in equity.
19. Amendment. No change, amendment, or modification of any provision of the Agreement will be valid unless set forth in a written instrument signed by both Parties.
20. Headings. The captions and headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of the Agreement.
21. Counterparts. The Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. An electronically scanned and transmitted copy (via e-mail or other similar transmission method) or a facsimile copy shall be sufficient if the signatures of the signing parties are clearly visible.

22. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and it may not be changed orally but only by a written agreement signed by all of the parties hereto.
23. No Third Party Beneficiaries. Nothing contained in the Agreement shall create a contractual relationship between either Party with anyone who is not a party to the Agreement, or a cause of action against either Party in favor of anyone who is not a party to the Agreement or rights in any third party.
24. Attorneys' Fees. If either Party shall commence any action or proceeding against the other Party in order to enforce the provisions hereof, or to recover damages as the result of the alleged breach of any of the provisions hereof, the prevailing Party therein shall be entitled to recover all reasonable costs incurred in connection therewith, including, but not limited to, reasonable attorneys' fees.
25. Joint Drafting. The parties hereto expressly agree that this Agreement was jointly drafted and/or reviewed, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either party but shall be construed in a neutral manner.
26. By signing below, you: (a) acknowledge that you have read and understand this agreement and (b) understand that it is a legally binding document that may affect your legal rights. The County of Gilpin County Board of County Commissioners, in its sole discretion, can elect not to exercise some or all provisions contained herein.

Board of County Commissioners

Board of County Commissioners Chair

Date

Gilpin County Sheriff
Kevin Armstrong

Date



Employee Signature


1/2/2024

Date

Timothy D Gray

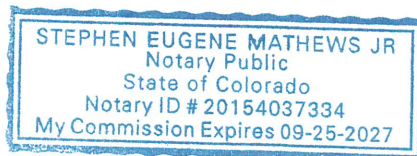
Employee (Printed Name)

Sworn before me this date: 1-2-2024



Notary Public

My commission expires: 9-25-2027



Attachment A
Training Costs

Tuition, includes Academy fees, book, Academy uniforms, supplies, equipment	\$7,500.00
Ammunition	\$800.00
Total	\$8,300

Law Enforcement Academy Repayment Agreement

This Repayment Agreement (the "Agreement") is entered into on the 1st day of JANUARY
2024 between the County of Gilpin (the "County") and Joshua Schneider (the "Employee").

WHEREAS, the intent of this agreement is to provide for training of the Employee as a Deputy Sheriff and to specify the consideration that the Employee provides the County in return for the training. This Agreement shall not be construed in any way as an employment agreement, a guarantee of employment, or to alter the Employee's at-will status and the Employee may be dismissed at any time, with or without cause.

WHEREAS, Employee desires to be employed by Gilpin County Sheriff's Office as a Deputy Sheriff; and

WHEREAS, the training and the associated required books, uniforms, supplies and equipment are costly for the County; and

WHEREAS, the training will be conducted at the Jefferson County Sheriff's Office and the Lakewood Police Department Regional ACC ("Academy"); and

WHEREAS, in consideration for the County of Gilpin sponsoring and paying the costs associated with attending the Academy, Employee acknowledges that by attending the Academy, Employee will acquire skills and/or enhance his or her professional skills and/or knowledge making the Employee more marketable; and

WHEREAS, the Employee was selected based, in part, on Employee's representation that Employee would provide service to the County for at least three (3) years from the academy graduation date; and

WHEREAS, all County Deputy Sheriff's must be Colorado P.O.S.T. (Peace Officer Standards and Training) certified in accordance with Colorado law (C.R.S. 16-2.5-103(1)); and

WHEREAS, successful completion of a P.O.S.T. approved Basic Academy (the "Academy") is a prerequisite for POST certification; and

WHEREAS, federal and Colorado law authorize an employer to recover the expense of educating and training an employee under the circumstances presented in this Agreement; and

WHEREAS, Employee agrees to reimburse the County of Gilpin for the cost of such Academy training in the event that employment with the County is terminated in accordance with the terms of this Agreement.

WHEREAS, an estimate of the training cost is set forth in Exhibit " A " attached hereto and incorporated by reference.

NOW IN CONSIDERATION THEREFORE, the receipt and sufficiency of which is hereby acknowledged, the County and Employee agree:

1. The County and the Employee hereby expressly agree that the County shall pay the training cost as defined and set forth below for the Employee to attend the Academy to achieve certification as Colorado P.O.S.T. Deputy Sheriff.
2. Employee agrees to devote full-time and best efforts to the training program and to diligently perform all assignments made in connection therewith.
3. Employee agrees that if he/she leaves employment with the County of Gilpin Sheriff's Office, the Employee will reimburse the County in accordance with this Agreement.
4. Nothing in this Agreement shall modify Employee's at-will employment status.
5. Employee agrees to repay the County for the costs associated with the training (tuition, books, Academy uniforms, supplies and equipment, ammunition, and fees, etc.) ("Training Costs") purchased or incurred by the County for use during the Academy, as described in Attachment A, if Employee resigns or is terminated as described below:
 - a. Employee resigns from employment with the County within three (3) years of the date Employee discontinues the Academy or employment with Gilpin County for any reason other than illness or injury that permanently impacts the Employee's ability to perform the essential functions of the job of Deputy Sheriff ("Resignation"); or
 - b. Employee is terminated from employment with the County within three (3) years of Employee's first day of work after Academy graduation ("Termination").
6. Employee agrees upon Resignation or Termination in accordance with this Agreement, to return to the County of Gilpin Sheriff's Office any training materials, equipment, books, etc. in his/her possession, that may have been obtained during the Academy training program.
7. Employee further agrees that the County may deduct any reimbursement amounts outstanding from any wages or compensation owed to Employee as permitted by law.
8. The amount owed by the Employee is due in full within thirty (30) calendar days from the date of Resignation or Termination.
9. While the Employee is reimbursing the County, the Employee shall have an ongoing duty to notify the County of any change in the Employee's contact information. Such notice shall be in writing to the Sheriff and shall be made no later than fifteen (15) calendar days from the date of any such changes.
10. Payment is to be made to Gilpin County and submitted by mail attention to the Sheriff at the Gilpin County Sheriff's Office, 2960 Dory Hill Road #300, Black Hawk, CO 80422, or in person during normal business hours at 2960 Dory Hill Road, Black Hawk, CO 80422.
11. Employee understands that the County may pursue any and all other legal remedies to obtain reimbursement as necessary and consents to the County pursuing any such remedies.
12. Governmental Immunity. By executing this Agreement, the County does not in any way, limit or impair any rights, defenses or limitations applicable under the law including, but not limited to,

Article 11, Section 1 of the Colorado Constitution or pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

13. Non-Appropriation Clause. Nothing in this Agreement can legally prevent the County from exercising its sole discretion to not appropriate funds each calendar year for payment of training under this Agreement. The County's performance under this Agreement is subject to such discretionary appropriation. In the event the County decides not to appropriate funds for training under this Agreement, this Agreement shall terminate.
14. Governing Law and Venue. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the state of Colorado. Each Party irrevocably consents to the exclusive jurisdiction of the state courts of Colorado in connection with any action arising under this Agreement. Venue shall be in Gilpin County, Colorado.
15. Construction and Severability. Each Party acknowledges that the provisions of the Agreement were negotiated to reflect an informed, voluntary allocation between them of all the risks (both known and unknown) associated with the transactions contemplated hereunder. Further, all provisions are inserted conditionally on their being valid in law. In the event that any provision of the Agreement conflicts with the law under which the Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the Parties to the Agreement, (i) such provision will be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law; and (ii) the remaining terms, provisions, covenants, and restrictions of the Agreement will remain in full force and effect.
16. Non-Waiver. The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of the Agreement or to exercise any right under the Agreement will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather the same will be and remain in full force and effect.
17. Survival. Any obligations which expressly or by their nature are to continue after termination, cancellation, or expiration of the Agreement shall survive and remain in effect after such happening.
18. Remedies - Cumulative Rights. Except as otherwise specified, the rights and remedies granted to a Party under the Agreement are cumulative and in addition to, not in lieu of, any other rights and remedies which the Party may possess at law or in equity.
19. Amendment. No change, amendment, or modification of any provision of the Agreement will be valid unless set forth in a written instrument signed by both Parties.
20. Headings. The captions and headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of the Agreement.
21. Counterparts. The Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. An electronically scanned and transmitted copy (via e-mail or other similar transmission method) or a facsimile copy shall be sufficient if the signatures of the signing parties are clearly visible.

22. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and it may not be changed orally but only by a written agreement signed by all of the parties hereto.
23. No Third Party Beneficiaries. Nothing contained in the Agreement shall create a contractual relationship between either Party with anyone who is not a party to the Agreement, or a cause of action against either Party in favor of anyone who is not a party to the Agreement or rights in any third party.
24. Attorneys' Fees. If either Party shall commence any action or proceeding against the other Party in order to enforce the provisions hereof, or to recover damages as the result of the alleged breach of any of the provisions hereof, the prevailing Party therein shall be entitled to recover all reasonable costs incurred in connection therewith, including, but not limited to, reasonable attorneys' fees.
25. Joint Drafting. The parties hereto expressly agree that this Agreement was jointly drafted and/or reviewed, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either party but shall be construed in a neutral manner.
26. By signing below, you: (a) acknowledge that you have read and understand this agreement and (b) understand that it is a legally binding document that may affect your legal rights. The County of Gilpin County Board of County Commissioners, in its sole discretion, can elect not to exercise some or all provisions contained herein.

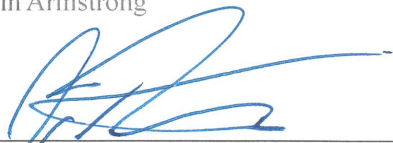
Board of County Commissioners

Board of County Commissioners Chair

Date

Gilpin County Sheriff
Kevin Armstrong

Date



Employee Signature

1/1/2024

Date

JOSHUA T SCHNEIDER

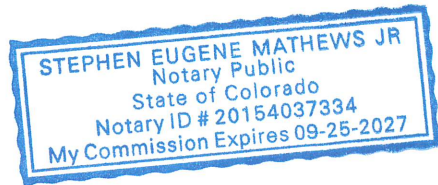
Employee Printed Name

Sworn before me this date: 1-Jan-24



Notary Public

My commission expires: 9-25-27



Attachment A
Training Costs

Tuition, includes Academy fees, book, Academy uniforms, supplies, equipment	\$7,500.00
Ammunition	\$800.00
Total	\$8,300

Law Enforcement Academy Repayment Agreement

This Repayment Agreement (the "Agreement") is entered into on the 31 day of December
2023 between the County of Gilpin (the "County") and Nicholas Peterson (the "Employee").

WHEREAS, the intent of this agreement is to provide for training of the Employee as a Deputy Sheriff and to specify the consideration that the Employee provides the County in return for the training. This Agreement shall not be construed in any way as an employment agreement, a guarantee of employment, or to alter the Employee's at-will status and the Employee may be dismissed at any time, with or without cause.

WHEREAS, Employee desires to be employed by Gilpin County Sheriff's Office as a Deputy Sheriff; and

WHEREAS, the training and the associated required books, uniforms, supplies and equipment are costly for the County; and

WHEREAS, the training will be conducted at the Jefferson County Sheriff's Office and the Lakewood Police Department Regional ACC ("Academy"); and

WHEREAS, in consideration for the County of Gilpin sponsoring and paying the costs associated with attending the Academy, Employee acknowledges that by attending the Academy, Employee will acquire skills and/or enhance his or her professional skills and/or knowledge making the Employee more marketable; and

WHEREAS, the Employee was selected based, in part, on Employee's representation that Employee would provide service to the County for at least three (3) years from the academy graduation date; and

WHEREAS, all County Deputy Sheriffs must be Colorado P.O.S.T. (Peace Officer Standards and Training) certified in accordance with Colorado law (C.R.S. 16-2.5-103(1)); and

WHEREAS, successful completion of a P.O.S.T. approved Basic Academy (the "Academy") is a prerequisite for POST certification; and

WHEREAS, federal and Colorado law authorize an employer to recover the expense of educating and training an employee under the circumstances presented in this Agreement; and

WHEREAS, Employee agrees to reimburse the County of Gilpin for the cost of such Academy training in the event that employment with the County is terminated in accordance with the terms of this Agreement.

WHEREAS, an estimate of the training cost is set forth in Exhibit "A" attached hereto and incorporated by reference.

NOW IN CONSIDERATION THEREFORE, the receipt and sufficiency of which is hereby acknowledged, the County and Employee agree:

1. The County and the Employee hereby expressly agree that the County shall pay the training costs as defined and set forth below for the Employee to attend the Academy to achieve certification as Colorado P.O.S.T. Deputy Sheriff.
2. Employee agrees to devote full-time and best efforts to the training program and to diligently perform all assignments made in connection therewith.
3. Employee agrees that if he/she leaves employment with the County of Gilpin Sheriff's Office, the Employee will reimburse the County in accordance with this Agreement.
4. Nothing in this Agreement shall modify Employee's at-will employment status.
5. Employee agrees to repay the County for the costs associated with the training (tuition, books, Academy uniforms, supplies and equipment, ammunition, and fees, etc.) ("Training Costs") purchased or incurred by the County for use during the Academy, as described in Attachment A, if Employee resigns or is terminated as described below:
 - a. Employee resigns from employment with the County within three (3) years of the date Employee discontinues the Academy or employment with Gilpin County for any reason other than illness or injury that permanently impacts the Employee's ability to perform the essential functions of the job of Deputy Sheriff ("Resignation"); or
 - b. Employee is terminated from employment with the County within three (3) years of Employee's first day of work after Academy graduation ("Termination").
6. Employee agrees upon Resignation or Termination in accordance with this Agreement, to return to the County of Gilpin Sheriff's Office any training materials, equipment, books, etc. in his/her possession, that may have been obtained during the Academy training program.
7. Employee further agrees that the County may deduct any reimbursement amounts outstanding from any wages or compensation owed to Employee as permitted by law.
8. The amount owed by the Employee is due in full within thirty (30) calendar days from the date of Resignation or Termination.
9. While the Employee is reimbursing the County, the Employee shall have an ongoing duty to notify the County of any change in the Employee's contact information. Such notice shall be in writing to the Sheriff and shall be made no later than fifteen (15) calendar days from the date of any such changes.
10. Payment is to be made to Gilpin County and submitted by mail attention to the Sheriff at the Gilpin County Sheriff's Office, 2960 Dory Hill Road #300, Black Hawk, CO 80422, or in person during normal business hours at 2960 Dory Hill Road, Black Hawk, CO 80422.
11. Employee understands that the County may pursue any and all other legal remedies to obtain reimbursement as necessary and consents to the County pursuing any such remedies.
12. Governmental Immunity. By executing this Agreement, the County does not in any way, limit or impair any rights, defenses or limitations applicable under the law including, but not limited to,

Article 11, Section 1 of the Colorado Constitution or pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

13. Non-Appropriation Clause. Nothing in this Agreement can legally prevent the County from exercising its sole discretion to not appropriate funds each calendar year for payment of training under this Agreement. The County's performance under this Agreement is subject to such discretionary appropriation. In the event the County decides not to appropriate funds for training under this Agreement, this Agreement shall terminate.
14. Governing Law and Venue. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the state of Colorado. Each Party irrevocably consents to the exclusive jurisdiction of the state courts of Colorado in connection with any action arising under this Agreement. Venue shall be in Gilpin County, Colorado.
15. Construction and Severability. Each Party acknowledges that the provisions of the Agreement were negotiated to reflect an informed, voluntary allocation between them of all the risks (both known and unknown) associated with the transactions contemplated hereunder. Further, all provisions are inserted conditionally on their being valid in law. In the event that any provision of the Agreement conflicts with the law under which the Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the Parties to the Agreement, (i) such provision will be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law; and (ii) the remaining terms, provisions, covenants, and restrictions of the Agreement will remain in full force and effect.
16. Non-Waiver. The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of the Agreement or to exercise any right under the Agreement will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather the same will be and remain in full force and effect.
17. Survival. Any obligations which expressly or by their nature are to continue after termination, cancellation, or expiration of the Agreement shall survive and remain in effect after such happening.
18. Remedies - Cumulative Rights. Except as otherwise specified, the rights and remedies granted to a Party under the Agreement are cumulative and in addition to, not in lieu of, any other rights and remedies which the Party may possess at law or in equity.
19. Amendment. No change, amendment, or modification of any provision of the Agreement will be valid unless set forth in a written instrument signed by both Parties.
20. Headings. The captions and headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of the Agreement.
21. Counterparts. The Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. An electronically scanned and transmitted copy (via e-mail or other similar transmission method) or a facsimile copy shall be sufficient if the signatures of the signing parties are clearly visible.

22. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and it may not be changed orally but only by a written agreement signed by all of the parties hereto.
23. No Third Party Beneficiaries. Nothing contained in the Agreement shall create a contractual relationship between either Party with anyone who is not a party to the Agreement, or a cause of action against either Party in favor of anyone who is not a party to the Agreement or rights in any third party.
24. Attorneys' Fees. If either Party shall commence any action or proceeding against the other Party in order to enforce the provisions hereof, or to recover damages as the result of the alleged breach of any of the provisions hereof, the prevailing Party therein shall be entitled to recover all reasonable costs incurred in connection therewith, including, but not limited to, reasonable attorneys' fees.
25. Joint Drafting. The parties hereto expressly agree that this Agreement was jointly drafted and/or reviewed, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either party but shall be construed in a neutral manner.
26. By signing below, you: (a) acknowledge that you have read and understand this agreement and (b) understand that it is a legally binding document that may affect your legal rights. The County of Gilpin County Board of County Commissioners, in its sole discretion, can elect not to exercise some or all provisions contained herein.

Board of County Commissioners

Board of County Commissioners Chair

Date

Gilpin County Sheriff
Kevin Armstrong

Date

[Handwritten Signature]

Employee Signature

12/31/23

Date

Nicholas Peterson

Employee Printed Name



Sworn before me this date: 12/31/23

[Handwritten Signature]

Notary Public

My commission expires: 6/13/2027

Attachment A
Training Costs

Tuition, includes Academy fees, book, Academy uniforms, supplies, equipment	\$7,500.00
Ammunition	\$800.00
Total	\$8,300

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Chanda Johnson, Human Resources Director, Human Resources
Date: February 27, 2024
Item: Resolution 24-48, Adopting the Over Hire of Public Works – Office Assistant Position
Requested Action: Resolution
Public Hearing: No

I. **REQUEST OR ISSUE:**

Staff has identified a need to open and hire for the position of Office Assistant in the Public Works Department. The department is currently budgeted for one Office Assistant, this would allow for an over hire for a period of up to six months. The position would aid the team in the current administrative workload and would allow time for the current Office Assistant to train a new member of the team before they resign their position, as expressed verbally, later in the year. The position is requested for a period of 6 (six) months once filled to support the operations.

II. **RECOMMENDED ACTION / NEXT STEP:**

Staff recommends approving the position from feedback received from the Public Works and Facilities departments.

III. **FISCAL IMPACTS:**

Yes. The department is only budgeted for one Office Assistant for fiscal year 2024.

IV. **LEGAL ISSUES:**

None.

V. **ENVIRONMENTAL IMPACTS:**

None.

VI. **ALTERNATIVES:**

1. Approve the over hire of the Office Assistant position for a period of 6 months.
2. Propose another solution to current department needs.
3. Deny the resolution for future discussion.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, STATE OF COLORADO**

ADOPTING THE OVER HIRE OF PUBLIC WORKS – OFFICE ASSISTANT POSITION

WHEREAS, the position has been identified as a needed position by the Public Works department to serve the needs of staff and citizens of Gilpin County; and

WHEREAS, the position would be an over hire of the Office Assistant position; and

WHEREAS, the position is being requested to fulfill business needs and not to exceed a period of six (6) months once hired.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners as follows:

1. Adopts the addition of a six (6) month over hire for the position of Public Works – Office Assistant.

ADOPTED this _____ day of _____, 2024, by a vote of _____ to _____.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, COLORADO**

Deputy County Clerk

Chair

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss.
COUNTY OF GILPIN)

Susan Berumen, Chair, and Lyndsey Denton, Deputy County Clerk, County of Gilpin, acknowledged the foregoing Resolution before me this _____ day of _____, 2024.

Witness my hand and official seal

Notary Public

RECORDING STICKER

RECORDING STICKER



**GILPIN COUNTY
JOB DESCRIPTION**

Job Title: Office Assistant-Public Works

Department: Public Works

Immediate Supervisor: Director of Public Works

Supervises: None

Pay Grade: NE5 \$17.36-\$23.46

Hiring Range: \$17.36-\$20.43- depending on experience

Status: Full-time

Classification: Non-exempt / eligible for overtime

Primary Place of Work: Public Works Building

JOB DESCRIPTION: Office Assistant- Public Works

Primary Responsibility: Performs a variety of office and clerical tasks in support of the Public Works Department/. Greets visitors and callers, provides information, direction and assistance. Types and composes correspondence, reports and other documents.

Duties:

The duties listed below are representative of, but do not necessarily include, all the duties and responsibilities that an individual in this position may be called upon to perform.

General

1. Answers telephone calls, provides information as necessary to residents and general public; screens telephone calls and based on content, handles independently or routes to proper source, transfers calls, takes messages and returns calls as necessary.
2. Maintains accurate inventory and maintenance logs for vehicles and equipment and various other logs and journals.
3. Purchases, processes purchase orders, vouchers and invoices including the justification of vendor statements; reviews month end reports of expenditure, reviews all budget line items for proper coding on invoices and budget reconciliation. Prepares, copies and forwards weekly vouchers of expenditures to the Finance Department.
4. Greets visitors. Vendors, general public upon their arrival into the office. Determines their needs and provides the information or service to satisfy customer needs or directs them to the appropriate personnel.
5. Types and frequently composes drafts including, but not limited to: letters, memoranda, monthly department reports, agendas, contracts and agreements. Checks for accuracy, completeness, corrects grammar and spelling. Attends and takes minutes at all staff and safety meetings.



GILPIN COUNTY JOB DESCRIPTION

6. Assists in other departments as necessary.
7. Assists Management in compiling information and submitting monthly reports.
8. Acts as the Public Works office information resource and resolves minor problems independently.
9. Collects appropriate fees, including fees for permitting and solid waste punch cards. Documents according to office procedures. Utilizes the cash register according to county guidelines. Balances cash register drawer per office policy, verifies and deposits funds with the Treasurer's Office and administers petty cash.
10. Monitors Public Works radio transmissions and relays pertinent information to supervisors and/or appropriate staff.
11. Assists the Director in the preparation and administration of the department budget including collecting, organizing, and researching budget material.
12. Assists with employee hiring process.
13. Organizes, maintains and updates the Department's filing system. Checks and files dailies and copies leave requests.
14. Processes incoming and outgoing mail for all Public Works Divisions.
15. Attends trainings, conferences and meetings as appropriate.

Ability to:

- Establish and maintain courteous and effective working relationships with employees, the public and other agencies.
- Work in a fast-paced and sometimes high stress environment.
- Organize work, set priorities, meet critical deadlines and follow up on assignments with minimal direction or supervision.
- Work efficiently and effectively as a team member within the department.
- Accurately and effectively transmit and receive information that is necessary to the accomplishment of goals and objectives, including effective written and oral communications in English, ability to keep patrons, subordinates, peers and supervisors informed, and the ability to listen.
- Exercise independent judgement.
- Understand and follow complex oral and written instructions.
- Maintain a high level of professionalism and confidentiality.
- Deal diplomatically with customers.

Qualifications (Knowledge, Skills and Abilities)

1. Experience and Work Ethic
 - a. Superior proficiency in the use of English for written and verbal communication skills in dealing with peers, subordinates and the public.
 - b. Exceptional problem-solving and conflict resolution skills.
 - c. Ability to exercise professional judgment and organization skills.
 - d. Creativity and ability to remain flexible in a changing environment while meeting required deadlines.
 - e. High degree of ethics and integrity.



GILPIN COUNTY JOB DESCRIPTION

2. Technology

- a. Computer literacy, including but not limited to Microsoft Word and Excel. A basic working knowledge of Microsoft PowerPoint preferred.
- b. Knowledge of basic accounting/bookkeeping and office skills.
- c. Must possess mathematical ability and be able to balance a cash register drawer, verify time cards and deposits and review reports for accuracy.

3. Civic Minded

- a. Must possess strong community interest, while understanding the County government organization, function, policy rules and regulations.
- b. Ability to work effectively both independently and as a team member.
- c. Ability to be innovative and creative in management of financial resources in an often changing and challenging environment.
- d. Attends and actively participates in meetings, while using good judgment when necessary.
- e. Ability to present professionally to large and small groups publicly, while representing the interests of the County.
- f. Ability to review and evaluate operating procedures and recommend improvements.
- g. Use of professional and personal discretion to protect the County from any actual and/or perceived appearances of impropriety.
- h. Apply Federal, State and local laws, codes and regulations.

4. Personal Responsiveness

- a. Ability to establish and maintain effective working relationships with co-workers, elected and appointed officials, businesses, the general public and with the ability to communicate effectively.
- b. Self-directed and self-motivated in job-related tasks.
- c. Commitment that employment with the County is primary to all other forms of employment.
- d. Be punctual and prompt for work and meetings.
- e. Locate, organize, and retrieve department records and files in a timely fashion.

5. Education / Licensure

- a. High School diploma or equivalent.
- b. Two or more years of clerical work experience is required. Government office experience preferred.
- c. Previous customer service experience required.

Valid Colorado Driver's license (or the ability to receive one within 6-months of employment) with a safe driving record.

Must possess FEMA IS100 and IS700a within six months of employment. (Training provided after hired)
above.

Mental/Physical Demands:

- Perform a wide variety of physical tasks such as bending, stooping, standing, walking at an incline or on level surfaces.



**GILPIN COUNTY
JOB DESCRIPTION**

- Lift and carry materials and custodial equipment weighing up to 50 pounds; in excess of 50 pounds with assistance.

I, _____ have read the above job description for the Gilpin County Office Assistant- Public Works. To the best of my knowledge, I am able to perform all duties of the job as described.

Employee Date

Supervisor Date

The above statements are intended to describe the general nature and level of work. They are not intended to be an exhaustive list of requirements, duties and responsibilities. Gilpin County provides reasonable job-related accommodations for disabled persons. Must pass drug screen and pre-employment screening.

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Joseph Allaire, Director of Finance , Finance Department
Date: February 27, 2024
Item: Resolution 24-31, Adopting the New Position of Financial Analyst
Requested Action: Resolution
Public Hearing: No

I. REQUEST OR ISSUE:

Approving the Financial Analyst job for the department of finance

II. RECOMMENDED ACTION / NEXT STEP:

Approving the Financial Analyst job.

III. FISCAL IMPACTS:

Yes. Budgeted position

IV. LEGAL ISSUES:

None.

V. ENVIRONMENTAL IMPACTS:

None.

VI. ALTERNATIVES:

Approve, deny, or table the resolution.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, STATE OF COLORADO**

ADOPTING THE NEW POSITION OF FINANCIAL ANALYST

WHEREAS, the Financial Analyst position has been identified as a needed position by the Corelection study to serve the staff and citizens of Gilpin County; and

WHEREAS, the position would be an addition to regular staff; and

WHEREAS, the position would work in the Finance Department.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners as follows:

1. Approves the creation of the new Financial Analyst position.
2. Adopts the job description of the Financial Analyst position, per **Exhibit A**.

ADOPTED this _____ day of _____, 2024, by a vote of ____ to ____.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, COLORADO**

Deputy County Clerk

Chair

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss.
COUNTY OF GILPIN)

Susan Berumen, Chair, and Lyndsey Denton, Deputy County Clerk, County of Gilpin, acknowledged the foregoing Resolution before me this _____ day of _____, 2024.

Witness my hand and official seal

Notary Public

RECORDING STICKER

RECORDING STICKER



**GILPIN COUNTY
JOB DESCRIPTION**

**Resolution 24-31
Exhibit A**

Financial Analyst

Department: Finance

Immediate Supervisor: Finance Director

Supervises: None

Pay Grade: E5, \$65,300 - \$91,500

Hiring Range: \$65,300 - \$78,400

Status: Full-Time (40-hours per week)

Classification: Exempt

Primary Place of Work: 495 Apex Valley Road, Black Hawk, CO 80422

Remote Work: Rare - Subject to Supervisor Discretion

JOB DESCRIPTION: Financial Analyst

Primary Responsibility: The financial analyst works in one or more areas of financial, business or budget analysis. Assists County management in making sound business decisions through analysis of existing programs, grants, new programs and services required by the county, requested through Priority Based Budgeting. Focusing on the budget and projection of actuals with department heads.

This Financial Analyst position supports County Management in the development of the county budget through Priority Based Budgeting, special project requests, building and tracking of Priority Based Budgeting sheets, and backup for other parts of the finance team. The Financial Analyst helps to develop and manage a complex County budget and conducts ongoing financial tracking, reporting, projections, analyses to ensure that actuals are being estimated correctly. A high level of accuracy, documentation, collaboration, and problem solving is needed for this position.

Duties:

The duties listed below are representative of, but do not necessarily include, all the duties and responsibilities that an individual in this position may be called upon to perform.

General

- Work directly with the Director of Finance to formulate, distribute, and maintain annual budgets.
- Analyze month-end (or quarter) spend variances and conduct regular meetings with budget owners to follow up on results.



**GILPIN COUNTY
JOB DESCRIPTION**

**Resolution 24-31
Exhibit A**

- Perform special project Analysis to satisfy business questions.
- Find opportunities for automation and process improvements
- Document processes to ensure that work is understandable and repeatable
- Work directly with the Director of Finance to ensure that Full Time Equivalent budget is documented and tracked
- Training and conduct meetings with staff on priority-based budgeting, financial priorities, and projects.
- Provide timely financial/ budgetary reporting to your supervisor, so regular reporting to the County Manager and/or Board of County Commissioners are assured.

Ability to:

- Learn and pull data from accounting software
- Learn formulas and pivot tables in Microsoft Excel
- Communicate effectively and professionally both verbally and in writing

Qualifications (Knowledge, Skills and Abilities)

1. Experience and Work Ethic

- a. 0-5 years' experience.
- b. Understanding of financial statements and budgets preferred.
- c. Experience in the public sector is helpful.
- d. Exceptional problem-solving skills.
- e. Creativity and ability to remain flexible in a changing environment while meeting required deadlines.
- f. High degree of ethics and integrity.
- g. Interest in ensuring County policies and procedures are adhered to regardless of personal feelings or relationship associated with individual matters.

2. Technology

- a. Medium level proficiency with Microsoft Excel required.
- b. Experience in effectively using computer hardware, peripherals, and standard computers software programs. Willing to learn new duties and technology-related skills as required and/or needed.

3. Civic Minded



**GILPIN COUNTY
JOB DESCRIPTION**

**Resolution 24-31
Exhibit A**

- a. Must possess strong community interest, while understanding the County government organization, function, policy rules and regulations.
 - b. Ability to work effectively both independently and as a team member.
 - c. Ability to be innovative and creative in management of financial resources in an often changing and challenging environment.
 - d. Attends and actively participates in meetings, while using good judgment.
 - e. Ability to present professionally to large and small groups publicly, while representing the interests of the County.
 - f. Ability to review and evaluate operating procedures and recommend improvements.
 - g. Use of professional and personal discretion to protect the County from any actual and/or perceived appearances of impropriety.
 - h. Applicate Federal, State and local laws, codes and regulations.
4. Personal Responsiveness
- a. Ability to establish and maintain effective working relationships with co-workers, elected and appointed officials, businesses, the general public and with the ability to communicate effectively.
 - b. Self-directed and self-motivated in job-related tasks.
 - c. Commitment that employment with the County is primary to all other forms of employment.
 - d. Be punctual and prompt for work and meetings.
 - e. Locate, organize, and retrieve department records and files in a timely fashion.
5. Education / Experience / Licensure
- a. Graduation from an accredited college or university with a bachelor's degree required, master's degree preferred.
 - b. Degree in accounting, finance or a related field preferred.

Mental/Physical Demands:

- a. Perform a wide variety of physical tasks such as bending, stooping, standing, walking at an incline or on level surfaces, and climbing stairs.
- b. Lift and carry materials and custodial equipment weighing up to 50 pounds; in excess of 50 pounds with assistance.
- c. Enter and review data.
- d. Clearly written communication.

I, _____ have read the above job description for the Gilpin County **Financial Analyst**. To the best of my knowledge, I am able to perform all duties of the job as described.

Employee

Date



GILPIN COUNTY
JOB DESCRIPTION

**Resolution 24-31
Exhibit A**

Supervisor

Date

The above statements are intended to describe the general nature and level of work. They are not intended to be an exhaustive list of requirements, duties and responsibilities. Gilpin County provides reasonable job-related accommodations for disabled persons. Must pass drug screen and pre-employment screening.

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Jamie Boyle, Grant Writer and Manager, County Manager's Office
Date: February 27, 2024
Item: Project Selection Discussion for Congressionally Directed Spending
Requested Action: Information
Public Hearing: No

I. REQUEST OR ISSUE:

- 1) Overview off the Congressionally Directed Spending (CDS) and Community Project Funding (CPF) Process
- 2) Discussion on eligible types of projects and likelihood of receiving funding
- 3) Gilpin County project slection for CDS / CPF consideration

Factors to consider when selecting a project to submit in a CDS / CPF application:

- Likelihood of getting picked up for sponsorship
- Likelihood of receiving funding
- Extended timeline requirements vs. how pressing the need is to complete the project
- Overall project cost and variability of matching requirements
- Project readiness and leadership capacity
- BoCC priorities and existing progress toward them

Staff recommendations for CDS / CPF projects:

- 1) Dakota Hill Tower Renovation
- 2) Safety and Functional Improvements to the Community Center (and Justice Center)
- 3) Safety and Functional Improvments to County Roadways

The scope of each of these projects is highly variable to accommodate different levels of budget matching that the County is willing and able to commit. The general County grant match line item has \$80,000 available for the rest of 2024.

Dakota Hill Tower Renovation

- ?Joint effort with input and/or leadership from Facilities, Public Works, and the Sheriff's Office (particularly Dispatch)
- ?Problem / Need: This tower, which provides vital radio communications capability, is difficult to access due to poor road conditions. The lightning protection system fails, leading to outages on average twice per year that compromise public safety. Other limitations and complications from the site cause outages multiple times per year.
- ?Project would include (\$145,500 - \$805,000):
 - ?Radio tower improvements or rebuild (\$7,000 - \$25,000)
 - ?Potential improvements to communications systems (\$5,000 - \$15,000)
 - ?Upgrades to battery & generator electrical system or installation of new microgrid system
 - ?Improvements to or replacement of lighting protection system (\$500 - \$5,000)
 - ?Replacement cooling system for equipment (\$3,000 - \$10,000)
 - ?Potential improvement to or rebuild of equipment building (\$50,000 - \$250,000)
 - ?Improvement to roadway leading to tower site (\$80,000 - \$500,000)
 - ?Match requirement: Uncertain, likely 25% (\$36,375 - \$201,250)

Safety and Functional Improvements to Community Center (and Justice Center)

- ?Joint effort with input and/or leadership from Facilities, Parks and Recreation, and the Sheriff's Office (particularly OEM)
- ?Problem / Need: The Community Center serves as Gilpin County's reunification point during school emergencies and as a temporary shelter during broader emergencies, such as extreme weather. There is no generator in the building in case of a power outage. The building is already undergoing costly capital improvement repairs, which do not currently include installation of an emergency power backup/storage system. Additionally, the Justice Center's generator does not have enough capacity to power the whole building during an outage.
- ?Project would include (\$60,000 – \$450,000):
 - ?Installation of generator and/or microgrid system at Community Center (\$60,000 - \$150,000)
 - ?Potential upgrade of generator, or installation of new generator and/or microgrid system at Community Center (\$0 - \$150,000)
 - ?Potential inclusion of Community Center (and Justice Center) capital improvement work slated for 2025 or later (\$0 - \$150,000)
 - ?Match Requirement: Uncertain, likely 25% (\$15,000 - \$112,500)

Safety and Functional Improvements to County Roadways

?Joint effort with input and/or leadership from Public Works and Community Development

?Problem / Need: There are various roads with hazardous conditions and/or in need of repair or improvement throughout the County. Additionally, there are some safety concerns surrounding signage throughout the county, including lack of standards and not enough visibility for first responders.

?Project would include (\$Unknown):

?General roadway improvements to enhance safety at an area designated the highest priority by Public Works (\$Unknown)

?Establishment of new standards for signs, fabrication and installation of new signs as needed throughout the County (\$Unknown)

?Match Requirement: Uncertain, likely 25% (\$Unknown)

II. RECOMMENDED ACTION / NEXT STEP:

1)Provide direction on project selection for CDS / CPF application and approval to submit a letter of interest

?Dakota Hill Tower Renovation

?Safety Improvements to Community Center (and Justice Center)

?Safety and Functional Improvements to County Roadways

?Other

?None

2)Provide direction on maximum match commitment, which will help define project scope

3)Review final project scope and approve resolution to submit a full CDS / CPF application at a future meeting

III. FISCAL IMPACTS:

Yes. Match commitment will be required

IV. LEGAL ISSUES:

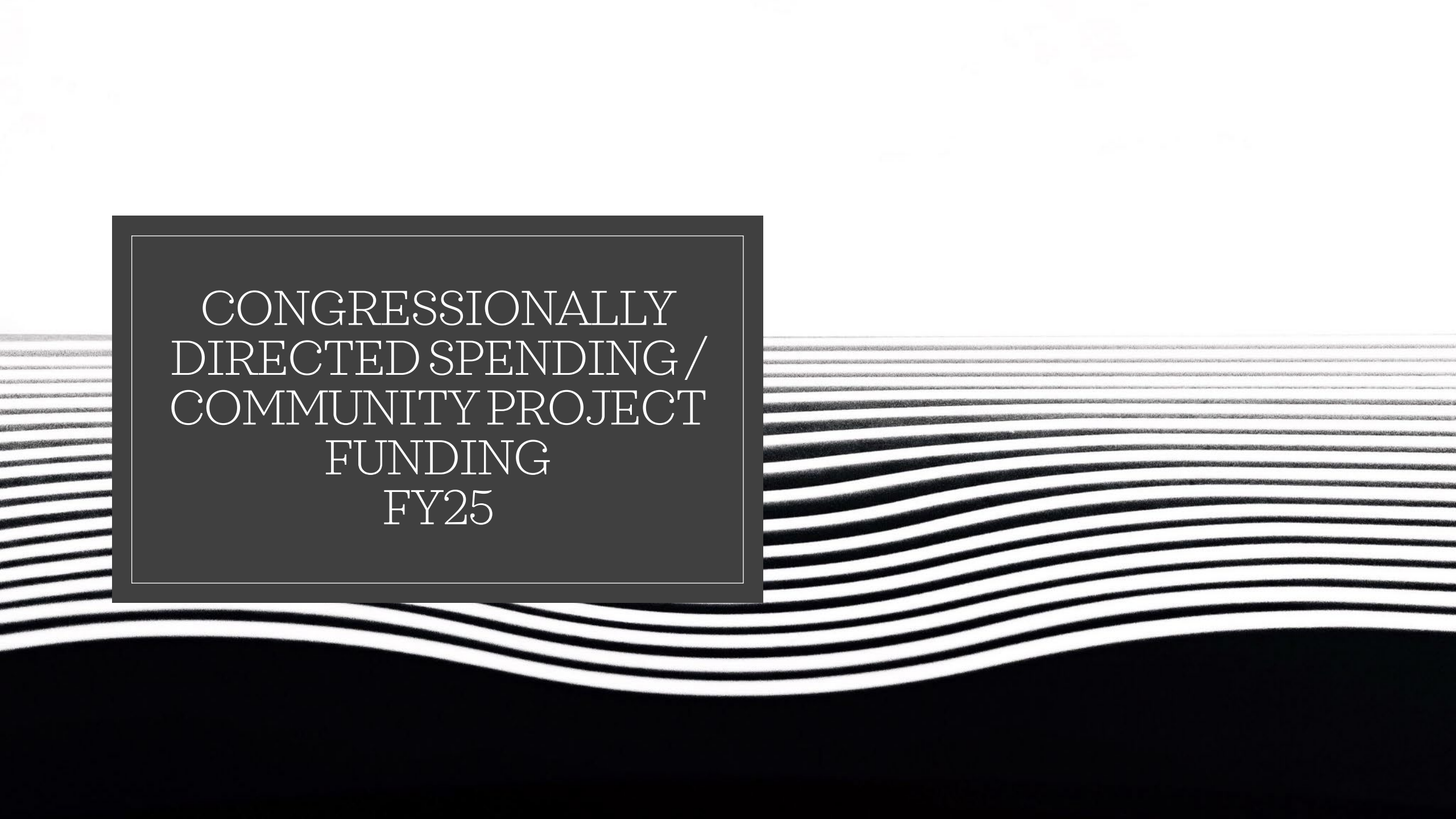
None.

V. ENVIRONMENTAL IMPACTS:

None.

VI. ALTERNATIVES:

Do not submit any projects for CDS / CPF this year

The background features a series of horizontal, wavy stripes in black and white, creating a sense of movement. A dark gray rectangular box is positioned on the left side, containing white text. The text is centered within the box and reads: CONGRESSIONALLY DIRECTED SPENDING / COMMUNITY PROJECT FUNDING FY25.

CONGRESSIONALLY
DIRECTED SPENDING /
COMMUNITY PROJECT
FUNDING
FY25

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Gilpin County
Project
Selection

Overview of CDS / CPF

Congressionally Directed Spending (CDS)

- Annual funding mechanism through the U.S. Senate
- Senators can choose whether or not to participate
- Gilpin County's U.S. Senators:
 - John Hickenlooper
 - Michael Bennet
- One application for both Senators
 - They sponsor some projects independently and co-sponsor many

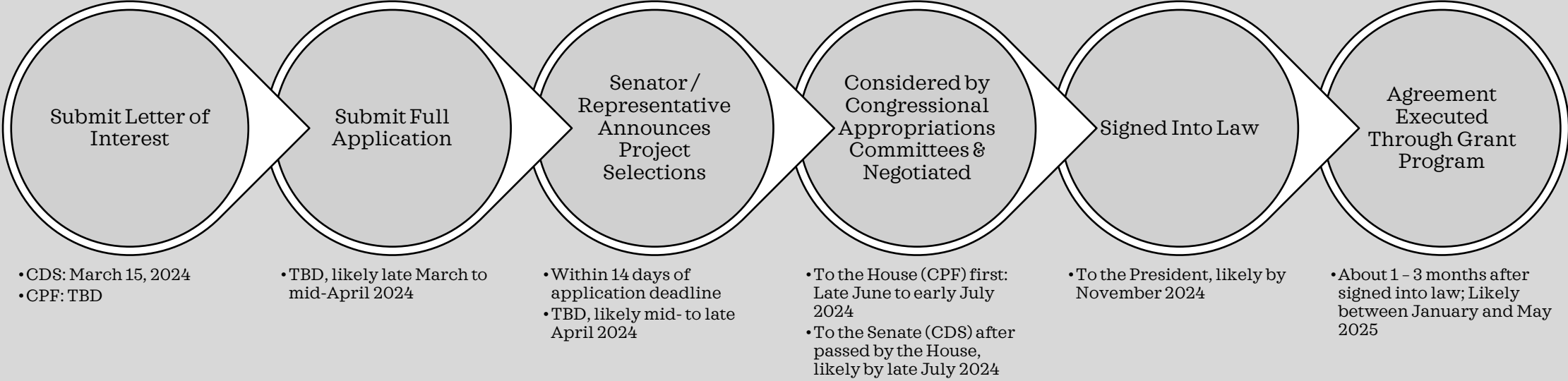
Community Project Funding (CPF)

- Annual funding mechanism through the U.S. House of Representatives
- Representatives can choose whether or not to participate
- Gilpin County's Representative in the House:
 - Joe Neguse

Overview of CDS / CPF

- Both CDS and CPF are part of the annual federal budget appropriations process.
- They allow members of Congress to request provisions to the federal budget that designate an amount of funds to a particular recipient, such as a local government or nonprofit organization, for a specific project.
- The amount of funding available to members of Congress via CDS and CPF is capped each year by the Consolidated Appropriations Act (1% of federal discretionary spending).
 - FY22: \$9.1 billion for almost 5,000 projects
 - FY23: \$15.3 billion for about 7,200 projects
 - FY24: Likely to be \$15.9 billion
 - Passed by the House (7/27/23) and the Senate (11/1/23), now sitting with the President before being signed into law
 - FY25: To be determined – sometime in late 2024 or early 2025

Overview of CDS / CPF



Types of Projects and Likelihood of Funding

- The Senate and House Appropriations Committees limit CDS and CPF requests to specific programs only, so projects must fit into an eligible account to qualify. Accounts are subject to change and are not guaranteed to be specific each year.
- Every account has multiple sub-accounts, or grant programs, through which the project can be funded and administered.
- Each sub-account, or grant program, may have unique requirements in terms of:
 - Matching funds
 - Reporting
 - Grant agreement terms, i.e. by when a project must be completed
 - Other obligations, such as Davis-Bacon Act or Buy American Build American
- The FY25 eligible accounts are yet to be announced.

Types of Projects and Likelihood of Funding

FY24 & FY23 Eligible Accounts

- Agriculture, Rural Development, Food and Drug Administration, and Related Agencies
- Commerce, Justice, Science, and Related Agencies
- Energy and Water Development
- Financial Services and General Government
- Homeland Security
- Interior, Environment, and Related Agencies
- Labor, Health and Human Services, and Education, and Related Agencies
- Military Construction and Veterans Affairs, and Related Agencies
- Transportation, Housing and Urban Development, and Related Agencies

FY22 Eligible Accounts

- Agriculture, Rural Development, Food and Drug Administration, and Related Agencies
- Commerce, Justice, Science, and Related Agencies
- Defense
- Energy and Water Development
- Financial Services and General Government
- Homeland Security
- Interior, Environment, and Related Agencies
- Labor, Health and Human Services, and Education, and Related Agencies
- Military Construction and Veterans Affairs, and Related Agencies
- Transportation, Housing and Urban Development, and Related Agencies

Types of Projects and Likelihood of Funding

FY24 Sponsored Projects			
	Bennet	Hickenlooper	Neguse
Agriculture, Rural Development, Food and Drug Administration	39	40	1
Commerce, Justice, Science	14	20	3
Energy and Water Development	14	11	0
Financial Services and General Government	12	14	0
Homeland Security	9	15	0
Interior, Environment	57	75	1
Labor, Health and Human Services, Education	96	90	0
Military Construction and Veterans Affairs	0	0	0
Transportation, Housing and Urban Development	150	160	10

Types of Projects and Likelihood of Funding

FY23 Sponsored Projects (Funded)			
	Bennet	Hickenlooper	Neguse
Agriculture, Rural Development, Food and Drug Administration	21 (1)	24 (1)	1 (0)
Commerce, Justice, Science	19 (7)	16 (7)	1 (1)
Defense	0	0	0
Energy and Water Development	20 (2)	24 (3)	0
Financial Services and General Government	4 (3)	7 (6)	1 (0)
Homeland Security	9 (2)	11 (2)	1 (1)
Interior, Environment	56 (2)	91 (3)	2 (2)
Labor, Health and Human Services, Education	77 (7)	86 (11)	1 (1)
Military Construction and Veterans Affairs	2 (0)	2 (1)	0
Transportation, Housing and Urban Development	104 (17)	144 (21)	8 (7)

Gilpin County Project Selection

- Factors to consider:
 - Likelihood of getting picked up for sponsorship by Bennet, Hickenlooper and/or Neguse
 - Likelihood of receiving funding if sponsored
 - Extended timeline of CDS / CPF process vs. pressing need to complete project
 - Overall project cost and variability of matching requirements
 - Project readiness and leadership capacity
 - BoCC priorities and existing progress toward them
 - For Grants:
 - 1) Broadband
 - 2) Capital Improvements
 - 3) Co-Responder Program
 - 4) Transportation Network
 - 5) Fire Mitigation
 - 6) Cybersecurity
 - 7) EV Chargers
 - 8) GIS / Mapping
 - Strategic Priorities and Measurable Milestone Goals
 - 1) Workforce Optimization - Staffing Levels, Continuing Education, Safety Plans, Training
 - 2) Long Range Planning - Capital Improvements, GIS, Comprehensive Planning, Broadband, Housing, Record Digitization
 - 3) Financial Sustainability - Revenue Diversification, Financial Planning
 - 4) Community Engagement - Regional Partnerships, Communication w/Public; Emergency Preparedness and Response; Public Participation in Planning

Gilpin County Project Selection

Staff Recommendations

1. Dakota Hill Tower Renovation
2. Safety and Functional Improvements to Community Center (and Justice Center)
3. Safety and Functional Improvements to County Roadways

Gilpin County Project Selection

Dakota Hill Tower Renovation

- Joint effort with input and/or leadership from Facilities, Public Works, and the Sheriff's Office (particularly Dispatch)
- Problem / Need: This tower, which provides vital radio communications capability, is difficult to access due to poor road conditions. The lightning protection system fails, leading to outages on average twice per year that compromise public safety. Other limitations and complications from the site cause outages multiple times per year.
- Project would include (\$145,500 - \$805,000):
 - Radio tower improvements or rebuild (\$7,000 - \$25,000)
 - Potential improvements to communications systems (\$5,000 - \$15,000)
 - Upgrades to battery & generator electrical system or installation of new microgrid system
 - Improvements to or replacement of lightning protection system (\$500 - \$5,000)
 - Replacement cooling system for equipment (\$3,000 - \$10,000)
 - Potential improvement to or rebuild of equipment building (\$50,000 - \$250,000)
 - Improvement to roadway leading to tower site (\$80,000 - \$500,000)
- Match requirement: Uncertain, likely 25% (\$36,375 - \$201,250)

Gilpin County Project Selection

Safety and Functional Improvements to Community Center (and Justice Center)

- Joint effort with input and/or leadership from Facilities, Parks and Recreation, and the Sheriff's Office (particularly OEM)
- Problem / Need: The Community Center serves as Gilpin County's reunification point during school emergencies and as a temporary shelter during broader emergencies, such as extreme weather. There is no generator in the building in case of a power outage. The building is already undergoing costly capital improvement repairs, which do not currently include installation of an emergency power backup/storage system. Additionally, the Justice Center's generator does not have enough capacity to power the whole building during an outage.
- Project would include (\$60,000 - \$450,000):
 - Installation of generator and/or microgrid system at Community Center (\$60,000 - \$150,000)
 - Potential upgrade of generator, or installation of new generator and/or microgrid system at Community Center (\$0 - \$150,000)
 - Potential inclusion of Community Center (and Justice Center) capital improvement work slated for 2025 or later (\$0 - \$150,000)
- Match Requirement: Uncertain, likely 25% (\$15,000 - \$112,500)

Gilpin County Project Selection

Safety and Functional Improvements to County Roadways

- Joint effort with input and/or leadership from Public Works and Community Development
- Problem / Need: There are various roads with hazardous conditions and/or in need of repair or improvement throughout the County. Additionally, there are some safety concerns surrounding signage throughout the county, including lack of standards and not enough visibility for first responders.
- Project would include (\$Unknown):
 - General roadway improvements to enhance safety at an area designated the highest priority by Public Works (\$Unknown)
 - Establishment of new standards for signs, fabrication and installation of new signs as needed throughout the County (\$Unknown)
- Match Requirement: Uncertain, likely 25% (\$Unknown)

Requested Next Steps

- 1) Provide direction on project selection for CDS / CPF application and approval to submit a letter of interest
 - Dakota Hill Tower Renovation
 - Safety Improvements to Community Center (and Justice Center)
 - Safety and Functional Improvements to County Roadways
 - Other
 - None
- 2) Provide direction on maximum match commitment, which will help define project scope
- 3) Review final project scope and approve resolution to submit a full CDS / CPF application at a future meeting

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Jamie Boyle, Grant Manager (for Gabrielle Chisholm), Parks & Recreation
Date: February 27, 2024
Item: Resolution 24-55, Authorizing Submission of a Grant Application to the Colorado Trust for the Community Resilience Initiatives - Diverse Approaches to Behavioral Health
Requested Action: Resolution
Public Hearing: No

I. **REQUEST OR ISSUE:**

Staff has been researching potential funding opportunities to support the operations and programming of Gilpin County Parks and Recreation (GCPR), including the Eagles Teen Program.

Staff attended pre-application webinars for the Colorado Trust's Community Resilience Initiatives (CRI) Programs on January 9th to learn more about these multi-year (30 month) grant opportunities and to assess their compatibility with various County initiatives, needs, and planned projects.

Through these webinars, GCPR operations and programming were identified as a good fit for the CRI – Diverse Approaches to Behavioral Health (CRI-DABH), due to the proven relationship between physical wellbeing and mental health. The program “is seeking to increase and improve access to quality mental and behavioral health care for those who face barriers to living a long and healthy life. The purpose of this initiative is to fund entities to ensure the delivery of effective and/or innovative mental and behavioral health services.” GCPR staff intends to demonstrate their contributions to mental health care in the community through relevant programming and potential partnership with the Jefferson Center for Mental Health (JCMH). The CRI-AHF program cannot be used to directly fund relevant programming and associated costs. Additionally, up to 25% of the total project cost can be used to support indirect costs, such as staff for programming. The maximum award offered through this program is \$355,000, spread across 30 months. There is no match required. The program does require at least one staff member to attend a conference in Denver in early 2025.

The grant guidelines state that this funding can be used as matching funds toward other grants. Staff recommends pairing this grant with other relevant funding opportunities to support GCPR programming.

II. **RECOMMENDED ACTION / NEXT STEP:**

Approve the resolution authorizing submission of the grant application

III. **FISCAL IMPACTS:**

None.

IV. **LEGAL ISSUES:**

None.

V. **ENVIRONMENTAL IMPACTS:**

None.

VI. **ALTERNATIVES:**

Do not authorize submission of the grant application

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, STATE OF COLORADO**

**AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE COLORADO TRUST FOR THE
COMMUNITY RESILIENCE INITIATIVES - DIVERSE APPROACHES TO BEHAVIORAL HEALTH**

WHEREAS, behavioral health is directly correlated to Parks & Recreation activities. According to global research and literature, people who participate in sports and organized recreational activities enjoy better mental health, are more alert, and more resilient against stresses. Participation in recreational and social programs that support physical activity is proven to reduce stress, anxiety and depression, and reduce symptoms of Alzheimer’s disease. Violent crime also decreases significantly when participation in community activities increases; and

WHEREAS, the Gilpin County Parks & Recreation (GCPR) Department provides a variety of activities for all ages, including the Eagles Teen Program that promotes youth behavioral health. This is the only program in Gilpin County that provides youth 12 and up with a free, safe place to go every day after school. We offer Gilpin youth paid leadership positions, engaging activities that build life skills, and a safe out-of-school environment. Opportunities like these for positive social involvement mean that youth are less likely to misuse substances and more likely to have positive mental health; and

WHEREAS, GCPR will be able to commit to more collaboration, partnerships and programs with other local agencies that promote mental health and offer behavioral healthcare; and

WHEREAS, behavioral health was named a priority in the 2024-2028 Community Health Improvement Plan done by Gilpin County Public Health; and

WHEREAS, the Eagles Teen program has increased its average daily attendance by 129% from Spring 2021 to Spring 2024, and GCPR would like to continue the growth and service for the Gilpin community; and

WHEREAS, the Colorado Trust, through its Community Resilience Initiatives (CRI)--Diverse Approaches to Behavioral Health Program, “is seeking to increase and improve access to quality mental and behavioral health care for those who face barriers to living a long and healthy life. The purpose of this initiative is to fund entities to ensure the delivery of effective and/or innovative mental and behavioral health services;” and

WHEREAS, the CRI--Diverse Approaches to Behavioral Health Program could offer up to \$355,000 in funding over a thirty (30) month period if awarded and requires no budget match from the County; and

WHEREAS, staff wages and benefits, and program equipment, such as mini-bus or van, shelving units, and other program supplies are considered eligible expenses under the grant program; and

WHEREAS, the County understands the requirements and obligations of the CRI--Diverse Approaches to Behavioral Health program, including community engagement activities, grant reports, financial reports, surveys and regularly scheduled meetings, and commits to meeting those requirements and obligations.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners as follows:

1. Authorizes the staff to submit an application to the Colorado Trust for the CRI--Diverse Approaches to Behavioral Health program, requesting funds not to exceed \$355,000.
2. Commits to accepting the funds, if granted, unless the awarded amount differs from the amount listed herein by a factor of more than 10%.
3. Authorizes the County Manager to execute the award contract with County Attorney review.

ADOPTED this _____ day of _____, 2024, by a vote of _____ to _____.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, COLORADO**

Deputy County Clerk

Chair

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss.
COUNTY OF GILPIN)

Susan Berumen, Chair, and Lyndsey Denton, Deputy County Clerk, County of Gilpin, acknowledged the foregoing Resolution before me this _____ day of _____, 2024.

Witness my hand and official seal

Notary Public

RECORDING STICKER

RECORDING STICKER

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Rob Gutierrez, Director of Community Development, Community Development
Date: February 27, 2024
Item: Resolution 24-46, Authorizing Staff to Submit a Grant Application to the Colorado Department of Local Affairs for the Rural Economic Development Initiative Grant Program
Requested Action: Resolution
Public Hearing: No

I. **REQUEST OR ISSUE:**

The Rural Economic Development Initiative (REDI) program is designed to support communities in creating jobs locally and building resilient and diversified economies. Staff are seeking to apply to this grant program to obtain funds to conduct an area specific planning project for the Rollinsville area. The final deliverable would be an area specific plan to be adopted by the Board of County Commissioners as an appendix to the Gilpin County Comprehensive Plan. The area specific plan would outline broad policy and economic development goals for the Rollinsville area for the next 10 to 20 years. The plan would include specific implementation goals based on the findings of the study. Staff would like the study to also address specific infrastructure challenges the area faces including water, wastewater, and transportation. Staff would like to conduct some high level engineering analysis of the feasibility of potential solutions to these infrastructure challenges. In addition, staff would like to explore the feasibility of constructing a passenger train station platform in the Rollinsville area.

II. **RECOMMENDED ACTION / NEXT STEP:**

Approve Resolution 24-26 and submit an application for the DOLA REDI grant program.

III. **FISCAL IMPACTS:**

Yes. Grant requires a 20% match which will not exceed \$30,000.

IV. **LEGAL ISSUES:**

None.

V. **ENVIRONMENTAL IMPACTS:**

None.

VI. **ALTERNATIVES:**

Not submit a grant application for the DOLA REDI grant program.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, STATE OF COLORADO**

**AUTHORIZING STAFF TO SUBMIT A GRANT APPLICATION TO THE COLORADO DEPARTMENT OF LOCAL
AFFAIRS FOR THE RURAL ECONOMIC DEVELOPMENT INITIATIVE GRANT PROGRAM**

WHEREAS, the Board of County Commissioners (BoCC) through adoption of Resolution 22-39, established the strategic priorities of updating the Gilpin County Comprehensive Plan, facilitate public needs and services; such as access to broadband and housing, pursue collaboration with neighboring jurisdictions, and increase public participation regarding long range planning efforts; and

WHEREAS, DOLA has established the Rural Economic Development Initiative (REDI) to support rural communities in creating jobs locally and building resilient and diversified economies; and

WHEREAS, Gilpin County was awarded funds on November 21st, 2023, from DOLA for the Strong Communities Planning Grant. These funds are being used to conduct a comprehensive update of the county's zoning regulations into a new land use code and thereby reduce regulatory barriers to housing and development which will support economic growth of the county; and

WHEREAS, the new Gilpin County Land Use Code will develop a new mixed-use zoning district for the unincorporated area of Rollinsville. This zoning district seeks to create flexibility for commercial, residential, and light industrial uses while ensuring that the area can continue to develop and change in a way that creates a specific sense of place and promotes economic development for a town site that has experienced economic rises and declines throughout its history; and

WHEREAS, Gilpin County and Timberline Fire Protection District have identified infrastructure deficits in Rollinsville that will create significant barriers to the creation and expansion of commercial and residential uses within the town site beyond its current state. In particular, a lack of a public water system and water storage for firefighting capabilities necessitated by higher level commercial and residential uses is a substantial barrier to the rehabilitation of existing unoccupied structures; and

WHEREAS, Gilpin County is applying to the REDI grant program to utilize grant funds to complete an Area Specific Plan for Rollinsville with the goal of formal adoption by the BOCC to be included in the Gilpin County Comprehensive Plan. As part of the creation of an Area Specific Plan, the county will examine the feasibility of potential infrastructure projects to address deficits in water, sewer, and transportation; and

WHEREAS, it is anticipated that the Colorado Department of Transportation will soon begin study of the feasibility of a passenger rail corridor between Steamboat Springs in Routt County and the City and County of Denver. The county would like to include in the development of a Rollinsville Area Specific Plan an analysis of the feasibility of a passenger rail station in Rollinsville to support economic development of the town site and surrounding community; and

WHEREAS, Gilpin County intends to collaborate on this planning and infrastructure effort with the nearby Town of Nederland; and

WHEREAS, the REDI grant requires a financial match from the County totaling at least 20% of the total project cost and the Gilpin County Annual Budget for 2024 committed funds towards grant matching that can be utilized to meet the minimum required match of this grant.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Gilpin County, Colorado:

SECTION 1. The BOCC does hereby authorize staff to submit a grant application for the REDI grant program with DOLA.

SECTION 2. The BOCC does hereby commit to making a minimum local cash match to awarded grant funds of 20% of the proposed project budget not to exceed a \$30,000 local match and \$150,000 total project cost.

SECTION 3. The BOCC does hereby authorize the BOCC Chair and staff to execute a grant agreement with DOLA consistent with the intent, purpose, and provisions of this Resolution should the grant be awarded to the county.

ADOPTED this _____ day of _____, 2024, by a vote of _____ to _____.

ATTEST:

GILPIN COUNTY
BOARD OF COUNTY COMMISSIONERS

Lyndsey Denton, Deputy Clerk

Susan Berumen, Chair

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss
COUNTY OF GILPIN)

The foregoing Resolution was acknowledged before me this _____ day of _____, 2024, by Susan Berumen , Chair, and Lyndsey Denton, Deputy County Clerk, County of Gilpin.

Witness my hand and official seal.

Notary Public



COLORADO
Department of Local Affairs
Division of Local Government

Rural Economic Development Initiative (REDI) Grant Program Notice of Funding Availability & Application Guidelines

Guidelines and Eligibility

The Rural Economic Development Initiative (REDI) program is designed to support communities in creating jobs locally and building resilient and diversified economies.

All applications **MUST** be [submitted via the online grants portal](#).

Please contact your [Regional Manager](#) to discuss project development prior to submission.
For portal questions, contact your [Regional Assistant](#).

Application Portal Opens: February 14, 2024

Submission Deadline: March 14, 2024

Technical Assistance Availability

Applicants should reach out to DOLA's Regional Managers for guidance as they develop their projects. The REDI Program Manager is also available to answer questions, [contact Kate Guibert](#).

Funding

- \$780,000 in funds available for this cycle.
- Applications should not exceed \$150,000.
- Applicants have two years to spend funds.

- Awards will be made by June 2024 and funds available by July 2024.

Eligibility

- Rural communities, which are defined as a county with a population of less than 50,000 or a municipality with a population of less than 25,000.
- County or municipal governments as well as council of governments may apply with the following eligible entities as a partner:
 - Intergovernmental agencies
 - Housing authorities
 - Economic development organizations
 - Nonprofits
 - Private employers
 - Tribes

Types of Eligible Projects

Projects that will be funded include plans, construction, programs, and capacity building. All applications must clearly demonstrate how the project will create and retain jobs, either direct or indirect.

- **Job Creation and Retention** - Both through direct and indirect means.
 - Direct examples:
 - Business attraction and retention projects
 - Projects which support startups or business expansion
 - Projects which attract new industries
 - Indirect examples:
 - Infrastructure and placemaking projects, which enable a local government to activate a space for entrepreneurs and businesses
 - Actionable economic development/diversification plans, marketing studies, consulting service for specific project implementation
 - Any plans or studies should have an associated implementation/action plan, which creates a roadmap for communities
- **Economic Resilience** - Economic resilience is the ability of a community's economy and systems that support the economy to withstand disruption and thrive in the face of change. Projects that build economic resilience could include any or all of the following:

- Economic diversification
 - Take the long-view and build towards outcomes that will support the future of work
 - Projects which address local disruptions and economic recovery such as industry transitions, loss of industry, climate change, natural disasters
 - Workforce development opportunities
 - Creative projects that build economic ecosystems, which support job growth, as well as the systems that enable/attract people to live and work in a place such as access to workforce support systems like childcare, transit, attainable housing, and activated downtowns. This could include studies, plans, design, and programs. Given its size, REDI cannot fund infrastructure or capacity as it relates to housing, childcare, and transit.
- **Supports Entrepreneurial Ecosystems** - Entrepreneurial ecosystems provide trainings, networking opportunities, and infrastructure to support local entrepreneurs.
 - Accelerator and incubator programs or projects, which support entrepreneurs and startups
 - Match for accelerator and incubator programs- 75/25 year 1; 50/50 year 2 grant/match
 - If applying for an accelerator or incubator program grant, the applicant must create a plan for funding the program beyond the term of the grant.
 - Infrastructure which supports entrepreneurs such as coworking spaces, maker-spaces, workshop space, innovation centers, communal kitchens, etc.
- **Capacity building** - Under special and limited circumstances, REDI may consider funding local economic development capacity positions. Capacity building grants can be funded for up to two years, and applicants must commit to a match of 50/50 or higher for both years. Additionally, in order for any capacity grant to be considered, the following must be included:
 - Any capacity grant must be tied to a specific outcome, project, and timeline which contributes to the community's wider goals of job creation, business attraction/retention, and economic resilience. Failure to demonstrate that specific need and how that position will address that need in the application will result in the application not being deemed competitive.
 - If applying for a capacity building grant, the applicant must create a

sustainability plan for funding the position beyond the grant term. These plans must have concrete commitments from local government, the business community, outside grant funding, and/or other entities to ensure that the position will be retained beyond the 2 year expiration of the REDI grant.

- If REDI has previously funded a position, it will not be able to fund the same position in another cycle.

Grant Requirements

- Grantees are asked to spend funds within two years with the potential to extend should the grantee run into major hurdles. Grantees can work with their Regional Managers and Regional Assistants should they need an extension.
- Match is required. DOLA's Regional Managers will work with communities to determine the appropriate level of match based on financial data, typically resulting in 20% to 50% match.
- New building construction or significant renovation projects meeting certain thresholds may need to work with DOLA to ensure achievement of energy efficiency measures (e.g., LEED or Green Globes certification or commissioning as part of the High Performance Certification Program, [HPCP](#)). The project may need to comply with energy efficiency rules if: the project receives 25% or more of its funds from state funding, contains 5,000 or more square feet, includes an HVAC system, or, in the case of renovation projects, the cost of renovation exceeds 25% of the current property value. Projects that include renewable energy components to mitigate the effects of climate change and move the community or region towards 100% renewable energy are generally more competitive.

Project Scoring

- **Community benefit and demonstration of need (20 points)**
 - Problem, opportunity, or challenge is clearly identified
 - The project has multiple community benefits
- **Project timeline and outcomes (10 points)**
 - Feasible timeline
 - Outcomes clearly identified
 - Deliverables match desired project outcomes
- **Job creation and retention (directly and indirectly-could focus on any of the categories below) (30 points)**
 - Expands a local business/industry

- Anticipated jobs created and supported
 - Consideration for job quality such as pay, workforce development opportunities, and workplace culture will result in higher scores
- Anticipated businesses attracted
- Serves to retain existing businesses in changing economic climates
- Provides services which attract/support entrepreneurs
- Workforce development such as skill building opportunities, trainings, and curriculum development
- **Economic resilience (required to respond to #1 and a minimum of one other category) (20 points)**
 1. **Required:** Projects take the long-view and build towards outcomes that will enable the economy to adapt and thrive into the future.
 - a. Projects which consider strengthening or mitigating impacts of future disruptions such as climate change, natural disasters, drought, and industry transitions will result in higher scores.
 2. Increases economic diversification
 3. Promotes innovation and creativity
 4. Builds economic ecosystems, which support job growth, as well as the systems that enable/attract people to live and work in a place
- **Collaboration and readiness (10 points)**
 - Harmonizes with and/or implements existing plans such as Just Transition plans, comprehensive plans, economic/community development plans, resilience plans, and natural hazard plans.
 - Promotes collaboration by either:
 - Promoting regional economic development
 - Leveraging resources and ideas of stakeholders across the community
 - Aligns with other sources of funding/program participation to meet community goals
 - Aligns with other sources of funding/program participation to meet community goals
 - Has strong support from local governments, workforce agencies or boards, and/or partner agencies
 - The project realizes mutual community benefits
- **Social equity (5 points)**
 - Project provides solutions that are inclusive of populations that may be under stress (elderly, under-employed, marginalized communities, historically under-represented

groups, etc.) and which are often more fragile and vulnerable to sudden shocks and impacts.

- **Local effort and match (5 points)**
 - Cash match is appropriate given unrestricted fund balance
 - Community has made every effort to contribute as much as possible to the project

Award Process

The DOLA Executive Director makes all final funding decisions. If a project is approved, DOLA Regional Managers and Regional Assistants will work with the grantee on the contracting process.

Local governments are required to submit quarterly reports based on the project's scope of work. Reports and payment requests will be done through the DOLA Grants Portal.

REDI Program Manager:

Kate Guibert

kate.gubert@state.co.us

720.822.7803

Application Questions

Applicant/Contact Information

- Local Government/Organization
- Principal Representative
- Responsible Administrator for the Application (This is the person who will receive grant communications)
- Chief Elected Information

Community Information

- Population of Town/Municipality
- Population of County
- Data Source Used
- Community Benefit of Project

Project Description and Readiness

- Project Name: Begin with your community name. Example: Oak Creek PROJECT X, Y, Z
- Amount requested
- Matching funds
- Project type (drop down and select one)
- Short Project Description (2-3 sentences describing the project).
- Project Overview
 - Give an overview of the project
 - Describe the impact of the project on your community, needs it meets, and benefits it realizes
 - If this project is a piece of a larger program or project, please describe the other phases of the project
- Project outcomes/key deliverables
- Project readiness to begin
- Project timeline
- Description of project scope of work including timeline and deliverables.
- Upload any supporting documents (studies, preliminary reports, letters of support, etc.) as a single PDF document.

Job creation: Describe how this project creates or retains jobs locally. This could include both direct and indirect creation/retention. Consider one or more of the following in your answer:

- How many anticipated jobs will this project create?
- How will this project support expansion of an existing industry or business?
- How will this project support retention of current businesses?
- How will this project help attract businesses in the future?
- How will this project expand services available to businesses or entrepreneurs?
- How will this project support or create opportunities for the local workforce?

Economic resilience: Describe how this project builds economic resilience locally or regionally?

Economic resilience is the ability of a community's economy and systems that support the economy to withstand disruption and thrive in the face of change. You are required to respond to #1 with #2-4 as optional:

1. **Required:** How does this project take a long-term view of the community and build towards outcomes that will endure for future generations? Consider how this project will contribute to the vision for your community in the next decade and/or how programs/infrastructure will

adapt to meet future needs.

2. How will this project increase economic diversification locally?
3. Does this project bring an innovative approach to the challenge?
4. How will this project strengthen the systems that enable/attract people to live and work in the community?

Collaboration: Describe support for this project. Consider one or more of the following in your answer:

- How does this project align with community or regional plans, goals, or projects?
- How does this project support local or regional collaboration? What partners are at the table?

Social equity: Describe how the project provides solutions that are inclusive of populations that may be under stress (elderly, under-employed, marginalized communities, historically under-represented groups, etc.) and which are often more fragile and vulnerable to sudden shocks and impacts.

Construction/Renovation Projects only: If this project involves new construction or renovating a building, please upload a document responding to the following items:

1. Select type of project - new construction, renovation, new construction and renovation
2. List the project square footage (new construction & renovation).
3. What is the current property value? Current property value is determined based on the assessed or appraised value.
4. Does/Will the building contain an HVAC system?
5. Is the building in a floodplain?
6. Is this grant application to complete work on a State registered historic building, structure, site or in a State Historic District? If yes, please provide the registry number. If applicable, attach any supporting documents related to its listing on the Registry.

Project Budget & Current Year Financial Information

- Total project budget
- Private investment, if applicable
- How were cost estimates determined?
- [Please download and complete the Budget/Financial Template](#) with the lead agency information as well as any co-applicants on this application in an Excel format and name it <OrganizationBudget.xls. Example: "GunnisonCountyBudget.xls"

TABOR Compliance

- Does applicant jurisdiction have voter authorization to receive and expend state grants without regard to TABOR spending limits?

Official Action

Date of official Board, Council or Commission action to submit application.

Post Grant Award

- **Tracking - Communities will be required to track quarterly milestones through the contract period as well as the impact of the grant in a closeout report. This closeout report will ask about the following:**
 - Jobs created or supported or anticipated jobs created
 - If the project was a planning document, what has been implemented as a result of the plan?
 - Did the project lead to other economic development projects or opportunities? ○ Approximate number of workers who received support or benefit as a result of the project? What did this support look like?
 - Approximate number of entrepreneurs who received support or benefit as a result of the project? What did this support look like?
 - Did the project directly or indirectly lead to attraction of new businesses or industries? ○ How is the project contributing to your long-term goals?
 - Does your project work or specifically engage with historically marginalized groups of people (Black, Indigenous, People of Color, LGBTQ+, Women, etc)? If so, who?
 - How many minority-owned (Black, Indigenous, People of Color, LGBTQ+, Women, etc) businesses or entrepreneurs has your project impacted?
- Projects must meet performance criteria, such as construction completion milestones or other project deliverables. Projects may be denied reimbursement or may be required to pay back funds if performance criteria are not met.
- Applicants must follow local procurement rules. If rules are not in place, State procurement rules must be followed.

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Rob Gutierrez, Director of Community Development, Community Development
Date: February 27, 2024
Item: Resolution 24-44, Authorizing Staff to Submit a Grant Application to the Colorado Energy Office for the Automated Permit Processing for Solar Grant Program
Requested Action: Resolution
Public Hearing: No

I. **REQUEST OR ISSUE:**

The Automated Permit Processing for Solar (APPS) grant program offers financial assistance to local and tribal governments to implement automated online solar permitting software, such as SolarAPP+ or Symbium. This type of software speeds up the permitting process for residential solar projects, ensuring that Coloradans who have invested in rooftop solar panels can start benefitting from them as quickly as possible. It also saves local governments and solar installers time normally spent processing permits and makes communities more solar-friendly. For Gilpin County it would be a flat \$40,000 grant with no match required. This program is recommended by Charles Abbott Associates LLC, who is our building plan review and inspection contractor.

II. **RECOMMENDED ACTION / NEXT STEP:**

Approve Resolution 24-44.

III. **FISCAL IMPACTS:**

None.

IV. **LEGAL ISSUES:**

None.

V. **ENVIRONMENTAL IMPACTS:**

None.

VI. **ALTERNATIVES:**

Not pursue an application for CEO's APPS grant program.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, STATE OF COLORADO**

**AUTHORIZING STAFF TO SUBMIT A GRANT APPLICATION TO THE COLORADO ENERGY OFFICE FOR
THE AUTOMATED PERMIT PROCESSING FOR SOLAR GRANT PROGRAM**

WHEREAS, as approved via Resolution 22-39, the Board of County Commissioners (BoCC) established Strategic Priority #1 of Workforce Optimization; and

WHEREAS, the Colorado Energy Office (CEO) established the Automated Permit Processing for Solar (APPS) grant program to assist local governments in establishing automated permit processing for the installation of solar energy systems; and

WHEREAS, Gilpin County’s building plan review and inspection contractor, Charles Abbott Associates Inc., has recommended the county submit an application to the APPS grant program to streamline the process of solar energy system permitting and thereby reduce workload and processing times; and

WHEREAS, the APPS grant does not require a local dollar match for a grant award.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Gilpin County, Colorado:

SECTION 1. The BOCC does hereby authorize staff to submit a grant application for the APPS grant program with CEO.

SECTION 2. The BOCC does hereby authorize the BOCC Chair and staff to execute a grant agreement with CEO consistent with the intent, purpose, and provisions of this Resolution should the grant be awarded to the county.

ADOPTED this _____ day of _____, 2024, by a vote of _____ to _____.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN**

Lyndsey Denton, Deputy Clerk

Susan Berumen, Chair

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss
COUNTY OF GILPIN)

The foregoing Resolution was acknowledged before me this _____ day of _____, 2024, by Susan Berumen, Chair, and Lyndsey Denton, Deputy County Clerk, County of Gilpin.

Witness my hand and official seal.

Notary Public

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Jamie Boyle, Grant Writer and Manager, County Manager's Office
Date: February 27, 2024
Item: Resolution 24-52, Authorizing Submission of a Grant Application to DOLA for the Energy/Mineral Impact Assistance Fund (EIAF) for Food Pantry Construction
Requested Action: Resolution
Public Hearing: No

I. **REQUEST OR ISSUE:**

Staff has been researching potential funding opportunities for the food pantry construction project and has identified multiple grant programs for which the food pantry construction and associated costs would be a good fit.

The County Manager and staff met with Gilpin County's regional DOLA representative on January 22, 2024 to discuss the food pantry construction project including estimated cost, timeline, and available funding for grant matching.

Through this discussion, the Energy/Mineral Impact Assistance Fund (EIAF) – Tier II program was identified a good fit for the project. The program “assists political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels” to “promote sustainable community development, increase livability and resilience of communities through strategic investments in asset-building activities.” The new facility, now being planned to include even more services and activities that give back to the community, supports the intent of the grant program.

The maximum award offered through this program is \$1,000,000. It requires a 1:1 match, with a larger match making an application more competitive to receive funding. As the total estimated cost for construction is approximately \$1,300,000, staff recommends requesting \$650,000 in grant funding and offering a \$650,000 match.

The grant guidelines outline the scoring criteria for successful applications, with five points categories: Demonstration of Need; Priority, Community Goal, Outcome; Local Effort; Readiness; and Resiliency. It is staff's assessment that the project would score highly in the first four categories but suggests the incorporation of some kind of green-energy technology and/or self-sustaining capability, such as a solar/battery microgrid system, rooftop wind turbine, etc., in order to bolster the Resiliency score.

At the meeting with DOLA, staff inquired about the possibility of pairing this grant with other awards in order to get a larger portion of the overall project funded. This is permitted, but with important restrictions: no other funding sources can include federal dollars, and none of DOLA's other programs could be used to supplement the funding. The best option for seeking additional funding would be smaller-dollar grants through private or corporate foundations. Staff recommends pairing this grant application with an application to the Colorado Trust's Community Resiliency Initiative – Accessing Healthy Foods, which can be used as matching funds for other grant programs.

II. **RECOMMENDED ACTION / NEXT STEP:**

Approve the Resolution authorizing submission of the application to DOLA's EIAF grant program

III. **FISCAL IMPACTS:**

None.

IV. **LEGAL ISSUES:**

None.

V. ENVIRONMENTAL IMPACTS:

None.

VI. ALTERNATIVES:

Do not approve resolution, seek other possible funding opportunities.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, STATE OF COLORADO**

**AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE COLORADO DEPARTMENT OF
LOCAL AFFAIRS FOR THE ENERGY/MINERAL IMPACT ASSISTANCE FUND - TIER II**

WHEREAS, the Gilpin County Board of County Commissioners (BoCC) has held informational hearings on the status and needs of the Gilpin County Food Pantry (Food Pantry) at three (3) regular meetings on April 5, 2022, May 17, 2022 and July 5, 2022 and at three (4) public work sessions on April 19, 2022, May 16, 2023, August 2, 2023, and February 20, 2024; and

WHEREAS, the Food Pantry served a total of 2,092 households and 4,295 individuals in 2022 and a total of 3,958 households and 8,950 individuals in 2023, representing an annual increase of 89% for households served and 108% for individuals served; and

WHEREAS, the BoCC determined that the best path forward for the Food Pantry was to construct a new facility on County property, as evidenced by the passing of Resolution 23-38 to Approve Plan Development for a New Food Pantry Facility on June 13, 2023, and Resolution 23-121, Awarding a Contract for Architect and Engineering Services for a New Food Pantry Building on December 12, 2023; and

WHEREAS, the Facility Condition Report completed for the County on April 6, 2023, calculated the total value of the existing Food Pantry facility, accounting for depreciation, to be \$9,659 as of the end of 2023, with immediate repair and rehabilitation needs identified totaling \$49,500; and

WHEREAS, the current best estimate for construction of the desired facility is approximately \$1,300,000; and

WHEREAS, the County's 2024 Budget allocates \$1,300,000 for this purpose with the intention to secure grant funding for a significant portion of the project cost; and

WHEREAS, the Colorado Department of Local Affairs (DOLA) Energy/Mineral Impact Assistance Fund (EIAF) "assists political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels" to "promote sustainable community development, increase livability and resilience of communities through strategic investments in asset-building activities"; and

WHEREAS, the EIAF-Tier II could provide funding for construction costs up to \$1,000,000 if awarded; and

WHEREAS, the County understands the requirements and obligations of the EIAF-Tier II program, including a 1:1 budget match commitment and quarterly reporting, and commits to meeting those requirements and obligations.

RECORDING STICKER

RECORDING STICKER

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners as follows:

1. That the BoCC does hereby authorize the staff to submit an application to DOLA for the EIAF-Tier II program requesting funds not to exceed \$650,000 with a match not to exceed \$650,000, for a total project cost not to exceed \$1,300,000.
2. That the BoCC does hereby commit to accepting the funds, if granted, unless the awarded amount differs from the amount listed herein by a factor of more than 10%.
3. That the BoCC does hereby authorize the County Manager to execute the award contract with County Attorney review.

ADOPTED this _____ day of _____, 2024, by a vote of _____ to _____.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, COLORADO**

Deputy County Clerk

Chair

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss.
COUNTY OF GILPIN)

Susan Berumen, Chair, and Lyndsey Denton, Deputy County Clerk, County of Gilpin, acknowledged the foregoing Resolution before me this _____ day of _____, 2024.

Witness my hand and official seal

Notary Public

RECORDING STICKER

RECORDING STICKER

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Jamie, Boyle, County Manager's Office
Date: February 27, 2024
Item: Resolution 24-53, Authorizing Submission of a Grant Application to the Colorado Trust's Community Resilience Initiatives - Accessing Healthy Foods (CRI-AHF) Program for Food Pantry Equipment / Fixtures
Requested Action: Resolution
Public Hearing: No

I. **REQUEST OR ISSUE:**

Staff has been researching potential funding opportunities for the food pantry construction project and has identified multiple grant programs for which the food pantry construction and associated costs would be a good fit.

Staff attended pre-application webinars for the Colorado Trust's Community Resilience Initiatives (CRI) Programs on January 9th to learn more about these multi-year (30 month) grant opportunities and to assess their compatibility with various County initiatives, needs, and planned projects.

Through these webinars, the food pantry project was identified as a good fit for the CRI – Accessing Healthy Foods Program (CRI-AHF). The program “is seeking to increase access to nutritious and affordable food for those who face barriers to living a long and healthy life” by funding “entities that support expanded access to nutritious food and activities that promote healthy eating.” The new facility, promises to greatly expand the capacity of the food pantry, which is currently hindered by space and limited structural capacity of the foundationless, manufactured building.

While the CRI-AHF program cannot be used to directly fund construction costs, it can be used for “infrastructure upgrades,” and to purchase and install “business equipment.” Staff envisions the funds being used for coolers and freezers, shelving, commercial kitchen equipment (and installation), and potentially office space. If there is any remaining budget after these expenses, a portion of the funds (up to 25% of the total project cost) can be used to support indirect costs, such as staff for programming.

The maximum award offered through this program is \$355,000, spread across 30 months. There is no match required. The program does require at least one staff member to attend a conference in Denver in early 2025.

The grant guidelines state that this funding can be used as matching funds toward other grants. Staff recommends pairing this grant application with an application DOLA's Energy/Mineral Impact Assistance Fund (EIAF).

II. **RECOMMENDED ACTION / NEXT STEP:**

Approve the Resolution authorizing submission of the application to the Colorado Trust's CRI-AHF grant program.

III. **FISCAL IMPACTS:**

None.

IV. **LEGAL ISSUES:**

None.

V. **ENVIRONMENTAL IMPACTS:**

None.

VI. ALTERNATIVES:

Do not approve resolution, seek other possible funding opportunities.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, STATE OF COLORADO**

**AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE COLORADO TRUST FOR THE
COMMUNITY RESILIENCE INITIATIVES – ACCESSING HEALTHY FOODS (CRI-AHF)**

WHEREAS, the Gilpin County Board of County Commissioners (BoCC) has held informational hearings on the status and needs of the Gilpin County Food Pantry (Food Pantry) at three (3) regular meetings on April 5, 2022, May 17, 2022 and July 5, 2022 and at three (4) public work sessions on April 19, 2022, May 16, 2023, August 2, 2023, and February 20, 2024; and

WHEREAS, the Food Pantry served a total of 2,092 households and 4,295 individuals in 2022 and a total of 3,958 households and 8,950 individuals in 2023, representing an annual increase of 89% for households served and 108% for individuals served; and

WHEREAS, the BoCC determined that the best path forward for the Food Pantry was to construct a new facility on County property, as evidenced by the passing of Resolution 23-38 to Approve Plan Development for a New Food Pantry Facility on June 13, 2023, and Resolution 23-121 Awarding a Contract for Architect and Engineering Services for a New Food Pantry Building on December 12, 2023; and

WHEREAS, the Facility Condition Report completed for the County on April 6, 2023, calculated the total value of the existing Food Pantry facility, accounting for depreciation, to be \$9,659 as of the end of 2023, with immediate repair and rehabilitation needs identified totaling \$49,500; and

WHEREAS, the current best estimate for construction of the desired facility is approximately \$1,300,000; and

WHEREAS, the County's 2024 Budget allocates \$1,300,000 for this purpose with the intention to secure grant funding for a significant portion of the project cost; and

WHEREAS, the BoCC has requested the inclusion of a commercial kitchen in the design of the new food pantry facility; and

WHEREAS, the Colorado Trust, through its Community Resilience Initiatives – Accessing Healthy Foods (CRI-AHF) Program, "is seeking to increase access to nutritious and affordable food for those who face barriers to living a long and healthy life" by funding "entities that support expanded access to nutritious food and activities that promote healthy eating;" and

WHEREAS, the CRI-AHF Program could offer up to \$355,000 in funding over a thirty (30) month period if awarded and requires no budget match from the County; and

WHEREAS, business equipment, such as commercial kitchen fixtures, coolers, freezers, shelving units, and other interior installations are considered eligible expenses under the CRI-AHF Program; and

RECORDING STICKER

RECORDING STICKER

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Jamie Boyle, Grant Manager and Writer, County Manager's Office
Date: February 27, 2024
Item: Resolution 24-57, Adopting the Peak-to-Peak Regional Broadband Planning Group Memorandum of Understanding
Requested Action: Resolution
Public Hearing: No

I. REQUEST OR ISSUE:

Gilpin County, Clear Creek County, and the Town of Nederland seek to formalize their working partnership for expanding and improving broadband access within their jurisdictions and the region.

II. RECOMMENDED ACTION / NEXT STEP:

Approve the MOU

III. FISCAL IMPACTS:

None.

IV. LEGAL ISSUES:

None.

V. ENVIRONMENTAL IMPACTS:

None.

VI. ALTERNATIVES:

Do not approve the MOU, continue working with our regional broadband partners informally

BEFORE THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, STATE OF COLORADO

ADOPTING THE PEAK-TO-PEAK REGIONAL BROADBAND PLANNING GROUP MEMORANDUM OF
UNDERSTANDING

WHEREAS, Gilpin County, Colorado a body politic and corporate duly organized and existing as a political subdivision of the State of Colorado, is authorized by the laws of the State of Colorado to cooperate or contract with another Government to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units pursuant to C.R.S. §29-1-203;

WHEREAS, the Gilpin County Board of County Commissioners (BoCC) identified Broadband expansion and improvement as Gilpin County’s (the County’s) number one priority for grant efforts at a public meeting on July 10, 2023; and

WHEREAS, from 2021 to 2023, the County participated in a Peak-to-Peak Regional Planning Group (P2PRBPG); made up of Clear Creek County, Grand County, the Town of Estes Park, the Town of Nederland, and the Town of Lyons through the Colorado Rural Resiliency and Recovery Roadmaps program (Roadmaps Program), which was sponsored by the Colorado Department of Local Affairs (DOLA), the Colorado Office of Economic Development and International Trade (OEDIT) and the Colorado Department of Labor and Employment (CDLE) to “drive economic recovery, diversification and long-term resilience”; and

WHEREAS, the major finding of the Peak-to-Peak regional Roadmaps Program team was a shared critical need for Broadband enhancement between Clear Creek County, Gilpin County, and the Town of Nederland; and

WHEREAS, Clear Creek County, Gilpin County, and the Town of Nederland have maintained an informal partnership, including collaboration on mutually-beneficial grant projects, joint strategic planning efforts, and shared technical assistance through the Colorado Broadband Office (CBO) for the purpose of improving broadband within their jurisdictions; and

WHEREAS, Clear Creek County, Gilpin County, and the Town of Nederland seek to formalize their partnership for the mutual benefit of broadband efforts within their jurisdictions, with no requirement of a financial commitment, through the execution of a Memorandum of Understanding (MOU); and

WHEREAS, this Memorandum of Understanding (MOU) is included as **Exhibit A** to this resolution.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners as follows:

1. Adopts the Memorandum of Understanding (MOU) with the Peak-to-Peak Regional Broadband Planning Group, per **Exhibit A**.

ADOPTED this _____ day of _____, 2024, by a vote of _____ to _____.

RECORDING STICKER

RECORDING STICKER

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, COLORADO**

ATTEST:

Deputy County Clerk

Chair

ACKNOWLEDGEMENT

STATE OF COLORADO)

)ss.

COUNTY OF GILPIN)

Susan Berumen, Chair, and Lyndsey Denton, Deputy County Clerk, County of Gilpin, acknowledged the foregoing Resolution before me this _____ day of _____, 2024.

Witness my hand and official seal

Notary Public

RECORDING STICKER

RECORDING STICKER

Memorandum of Understanding

Among

The County of Gilpin, the County of Clear Creek, and the Town of Nederland

This Memorandum of Understanding (MOU) is entered into between the County of Gilpin, the County of Clear Creek, and the Town of Nederland. The County of Gilpin, the County of Clear Creek, and the Town of Nederland are referred to herein collectively as the “*Parties*”, or individually as a “*Party*.”

Background

The Parties seek to collaborate on the endeavor to expand high speed broadband fiber to their corresponding communities, and population centers through weekly meetings, information sharing, and a united positioning when meeting with the NWCCOG, DRCOG, internet-service-providers, and legislative offices as identified in the Colorado Broadband Office Broadband Ready Community Program, all with no financial commitment; and all with the review and oversight of their corresponding elected official’ leadership.

Purpose

- a. The purpose of this Memorandum of Understanding (MOU) is to establish an informal, unincorporated, collaborative organization, to be known as the Peak-to-Peak Regional Broadband Planning Group (P2PRBPG).
- b. This MOU also describes the mutual expectations and responsibilities of each member of P2PRBPG, and the process by which the P2PRBPG intends to implement the mission set forth below.

Mission Statement

In good faith collaboration, the P2PRBPG seeks to engage in collaborative, cross-jurisdictional planning of regional broadband expansion with a primary focus on addressing underserved and unserved areas of the region and an emphasis on redundancy and resiliency. Regional cooperation enhances our efforts by making potential grant applications stronger, sharing regional and technical expertise, and ensuring greater resilience and redundancy.

Organization of Peak-to-Peak Regional Broadband Planning Group

- a. Effective as of the Organization Date (defined below), the Parties hereby establish the Peak-to-Peak Regional Broadband Planning Group (P2PRBPG), which shall constitute an informal, unincorporated organization comprised of Members, who are initially

comprised of the Parties to this MOU (Principal Members). The individuals serving on this group will operate as the primary project managers and organizational point of contact for all business related to regional broadband expansion.

- b. This MOU is effective as of the date the last Principal Member signs this MOU (“Effective Date”). The organization of the P2PRBPG is effective as of [INSERT DATE] (“Organization Date”).
- c. The P2PRBPG’s Board of Directors (“Board”) will from time to time establish the P2PRBPG’s principal place of business, which initially will be located at [INSERT ADDRESS].

Governance

- a. Board of Directors. The affairs of P2PRBPG shall be under the direction of a Board of Directors (“Board”).
 - i. Composition. The Board will consist of one Director from each of the Parties (Entity Directors). Until additional parties are added, if at all, the Entity Directors shall be: (i) Jamie Boyle, Grant Manager and Writer, or such person’s designee, for the County of Gilpin, (ii) Beth Luther, Operations Director, or such person’s designee, for the County of Clear Creek; and (iii) Miranda Fisher, the Town Administrator, or such person’s designee, for the Town of Nederland.
 - ii. Qualifications. Directors shall not be elected or appointed officials of participating Members that constitute an incorporated city or town in the State of Colorado, or any governmental entity or political subdivision of the State of Colorado. For purposes of this MOU, appointed officials shall not include employees. For purposes of qualification, the individual must be an employee of a participating Member.
 - iii. Replacement. Each Member may replace their serving Entity Director with written notice to all other Members.
 - iv. Vacancies. A vacancy occurring on the Board shall be filled by the governing body of each Member upon written notice to all other Members.
 - v. Compensation. Directors shall not receive compensation for their services.
 - vi. Board Action. Each Director shall be entitled to cast one vote. No voting by proxy shall be allowed. Final actions or decisions of the Board may be taken or made only at properly called and noticed regular or special meetings of the Board at which a quorum is present. Final actions or decisions of the Board shall be made by an affirmative majority vote of the Directors. For purposes of this Agreement, "majority vote" means more than one half of the Directors who are present and cast a vote at a properly called and noticed regular or special meeting at which a quorum is present.
- b. Meetings.
 - i. Regular Meetings. Regular meetings of the Board shall be set and revised, from time to time, by the Board, and shall be conducted not less than quarterly at the principal place of business of the Authority. Notice of any regular meeting of the

Board shall be provided to each Director of the Board and representative of a participating Member at least five days in advance of the meeting. Any notice required under this section may be given in person, by mail, by electronically transmitted facsimile, or by any other means of wire or wireless communication.

- ii. Special Meetings. Special meetings of the Board may be called and noticed, from time to time, by the Board. Notice of any special meeting shall be provided at least twelve hours in advance of the meeting.
 - iii. Meeting Quorums. A quorum for the conduct of business at meetings of the Board shall require the presence of a majority of the Directors then in-office. Directors may attend meetings by telephone, video conference, or other electronic means, so long as such person is able to reasonably hear any comments from the audience and comments and discussion among other Directors and staff and is able to participate in the discussion.
- c. Duties. The Board will be responsible for reporting developments related to the project back to their respective organizations. The Board will also be responsible for preparing joint announcements, press releases, and other public communications. No public communication may be released without express approval from an authorized agent of each Member.

Adding Member Jurisdictions

Additional partner jurisdictions may be invited to become Members when the Board, in its discretion, identifies a potential benefit to the group through the addition of a new partner jurisdiction. The formal inclusion of a new Member will require a majority vote of the Board and an amendment to this MOU, to be adopted by the governing body of each Member.

P2PRBPG Functions

- a. Areas of Collaboration. **This MOU provides for collaboration in a number of areas including:**
 - i. To assist Members in the preparation and submission of joint or separate grant applications.
 - ii. To assist Members in the procurement of professional services in both the planning and implementation phases.
 - iii. To assist Members in accomplishing the goals and milestones set forth below.
- b. Goals and Milestones. **The member jurisdictions shall be jointly responsible for the completion of goals and execution of steps outlined below.**
 - i. Short Term Goals, to be completed within three (3) months of execution:
 - 1. Initialize services outlined in the technical assistance agreement between CBO and NEO Connect for Clear Creek County, Gilpin County, and the Town of Nederland.

2. Acquire Broadband Ready Community Certification through the Colorado Broadband Office (CBO) for all inaugural member jurisdictions.
 3. Establish formal working relationship(s) with Internet Service Provider partner(s) for collective broadband efforts.
 4. Facilitate and support, to the greatest extent possible, the execution of the Capital Project Fund grant agreement between CBO and Maverix Broadband regarding the planned broadband expansion project within Gilpin County, the Town of Nederland, and Unincorporated Boulder County.
- ii. Mid Term Goals, to be completed within nine (9) months of execution:
1. Submit a joint application, or a combination of separate and mutually-beneficial applications that include all member jurisdictions, to the BEAD grant program.
 2. Formally incorporate all inaugural partner jurisdictions into Project THOR.
 3. Complete the full scope of work as outlined in the technical assistance agreement between CBO and NEO Connect for Clear Creek County, Gilpin County, and the Town of Nederland.
 4. Facilitate and support, to the greatest extent possible, the successful launch of Maverix Broadband's planned broadband expansion project within Gilpin County, the Town of Nederland, and Unincorporated Boulder County.
- iii. Long Term Goals, to be completed within 24 months of execution:
1. Secure funding and approval of project plans to ensure that a minimum of 98% of addresses within member jurisdictions have access to high-speed internet that is affordable, reliable, redundant, and resilient.
 2. Facilitate and support, to the greatest extent possible, the successful completion of Maverix Broadband's planned broadband expansion project within Gilpin County, the Town of Nederland, and Unincorporated Boulder County.
 3. **Ensure successful project implementation for continuous high speed fiber route from Clear Creek County to the Town of Nederland through Gilpin County.**

Funding

This Memorandum of Understanding is an agreement of collaboration in expanding high speed broadband fiber into the rural municipalities and population centers of each of the jurisdictions as mentioned hereto, without the requirement of committing funding.

- a. Non-Appropriation. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20, and all direct and indirect financial obligations of a Party under this MOU are subject to annual appropriation,

budgeting, and availability of funds to discharge such obligations. If a Party's governing body fails to appropriate funds for that Party's obligations under this MOU, this MOU shall terminate on January 1 of the year for which the non-appropriation occurred, and neither Party shall have any further obligation to the other Party under this MOU beyond the financial obligations for which it previously appropriated funds.

Duration

- a. Term. The term of this MOU shall commence on the Effective Date and shall continue until January 31, 2025. Thereafter, the term of this MOU shall be for one year, automatically renewing, without notice, annually on February 1 and running through January 31 of each year thereafter. This annual automatic renewal of this MOU shall extend year to year, and shall remain in full force and effect, subject to amendments to this MOU, until terminated as provided herein.
- b. Termination. This MOU may be terminated at any time upon the written consent and approval of a majority of each Party to this MOU at the time of termination, except that if there are only two (2) Members of P2PRBPG, notice of withdrawal provided by either Party shall effectuate a termination as of the end of the fiscal year. Any Party wishing to initiate termination of this MOU shall submit a written proposal thereof to the Board and to each other Party no later than 180 days prior to the date upon which the Party proposes to terminate this MOU. Upon termination, unless succeeded by a substantially similar MOU, the powers granted to P2PRBPG under this MOU shall continue to the extent necessary to make an effective disposition by P2PRBPG of its property, obligations, and duties.
- c. Withdrawal of Parties. A Party may withdraw from this Agreement at the end of any fiscal year by providing written notice authorized by resolution of the governing body of such Party, provided to the Board and each Party no later than one hundred eighty (180) days prior to the end of the fiscal year. Withdrawal by any Party shall not cause termination of this Agreement, so long as there remains at least two (2) Parties that have not withdrawn. Dissolution of a Party shall be treated as a withdrawal.
- d. Effect of Termination. In the event of the termination of this MOU, the P2PRBPG shall automatically dissolve. All of the cash and other liquid assets of P2PRBPG shall immediately vest in and be transferred to the entities that are Members at the time of termination, such that each Member receives an amount that bears a direct relationship to the amount contributed to the support of P2PRBPG by the participating Members.

Contact Information:

Town of Nederland
Miranda Fisher
TownAdmin@Nederlandco.org

Gilpin County
Jamie Boyle
jboyle@gilpincounty.org

Clear Creek County
Beth Luther
bluther@clearcreekcounty.us

Authorization

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in this MOU.

Governmental Immunity

Nothing in this MOU is intended to be, and shall not be construed as, a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties, the Partnership, or any of their respective directors, officers, employees, volunteers, or agents, under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as the same may be amended

Amendments

This MOU constitutes the entire agreement between the Parties, and all prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This MOU may be amended only by a written document approved by formal authority of the governing bodies of all the Parties. Course of performance, no matter how long, shall not constitute an amendment to this MOU.

Duplicate Originals; Electronic Signatures

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Parties consent to the use of electronic and .pdf signatures and agree that the transaction contemplated herein may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101 *et seq.*, C.R.S.

Adopted this _____ day of February, 2024, at a regularly scheduled meeting of the Clear Creek Board of County Commissioners OR the Gilpin County Board of County Commissioners OR the Town of Nederland Board of Trustees.

_____, Chair

_____, Deputy Clerk & Recorder

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: James Shrout, Historic Preservation Liaison, Community Development
Date: February 27, 2024
Item: Resolution 24-42, Appointing Members to the Gilpin County Historic Preservation Commission
Requested Action: Resolution
Public Hearing: No

I. **REQUEST OR ISSUE:**

James Shrout, Historic Preservation Liaison, is requesting a full reappointment of the Historic Preservation Commission. The Liaison has been unable to locate documents authorizing the reappointments of Commission members, for the appropriate reappointment periods. The Liaison was able to find their official appointments by the Board of County Commissioners.

II. **RECOMMENDED ACTION / NEXT STEP:**

Staff recommend approval of this resolution so that the Historic Preservation Commission can continue to operate under Resolution-22-31. Reappointment of the Commission will allow the Commission to remain in good standing with the Certified Local Government program. One of the requirements of the Certified Local Government program is to meet a minimum of once every quarter and our first meeting of 2024 is scheduled for March 21st. The liaison will continue to conduct outreach within the community to fulfill the last voting member position and the alternate member position within the Commission.

III. **FISCAL IMPACTS:**

None.

IV. **LEGAL ISSUES:**

None.

V. **ENVIRONMENTAL IMPACTS:**

None.

VI. **ALTERNATIVES:**

Approve, deny, amend, or continue the resolution.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, STATE OF COLORADO**

A RESOLUTION APPOINTING MEMBERS TO THE GILPIN COUNTY HISTORIC PRESERVATION COMMISSION

WHEREAS, Gilpin County Resolution 22-31, Section 1.1 of the Historic Preservation Commission By-laws states that members of the Gilpin County Historic Preservation Commission (HPC) shall be appointed by the Board of County Commissioners (BoCC), after a notice is published and qualifications are reviewed by the Historic Preservation Liaison (HPL); and

WHEREAS, notice was published in the Gilpin County newspaper of record in general circulation for two weeks; and

WHEREAS, the HPL reviewed the qualifications of all four interested persons who submitted a letter of interest and resume to the HPL; and

WHEREAS, all interested persons have demonstrated interest, competence, or knowledge in historic preservation in accordance with Section 1.2 of the HPC By-laws; and

WHEREAS, all interested persons shall meet the requirements of Section 1.3 of the HPC By-laws as a professional or lay member; and

WHEREAS, a membership grid has been attached to this resolution indicating the appointment dates with staggered three-year terms in accordance with Section 1.8 of the HPC By-laws.

NOW THEREFORE BE IT RESOLVED by the Gilpin County Board of County Commissioners that the following individuals be appointed to the Gilpin County Historic Preservation Commission.

Appointment 1: Bret Johnson

Appointment 2: B. Travis Wright

Appointment 3: Jeremy Kaiser

Appointment 4: Sue Meade

Appointment 5: Vacant

ADOPTED this _____ day of _____, 2024, by a vote of _____ to _____.

ATTEST: GILPIN COUNTY
BOARD OF COUNTY COMMISSIONERS

Lyndsey Denton, Deputy Clerk

Susan Berumen, Chair

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss
COUNTY OF GILPIN)

The foregoing Resolution was acknowledged before me this _____ day of _____, 2024, by _____, Chair, and _____, Deputy County Clerk, County of Gilpin.

My commission expires: _____

Witness my hand and official seal.

Notary Public

Historic Preservation

Commissioner List January 2024



<p>Bret Johnson bret@bretjohnsonarchitecture.com Denver, CO</p> <p>First Appointed: 04/27/2010 Current Term: 02/27/2024 Term expires: 12/31/2025</p>	<p>B. Travis Wright btraviswright@gmail.com Fraser, CO</p> <p>Appointed: 04/23/2019 Current Term: 02/27/2024 Term expires: 12/31/2026</p>	<p>Susan Meade smeade6813@aol.com Black Hawk, CO</p> <p>First Appointed: 02/06/2018 Current Term: 02/27/2024 Term expires: 12/31/2024</p>
<p>Jeremy Kaiser kaiser.j.1991@gmail.com Black Hawk, CO</p> <p>First Appointed: 07.20.2021 Current Term: 02/27/2024 Term expires: 12.31.2024</p>	<p>Voting Member, Vacant</p>	<p>Alternate, Vacant</p>

Staff

<p>Rob Gutierrez, Director rgutierrez@gilpincounty.org 303-582-5831 x1300</p> <p>James Shrout, Planner jshrout@gilpincounty.org 303-582-5831 x1301</p> <p>Kristine Sacco, Office Assistant klsacco@gilpincounty.org 303-582-5831 x1302</p> <p>Brian Smith, Code Enforcement bsmith@gilpincounty.org 303-582-5831 x1303</p>	<p>Ray Rears, County Manager rrears@gilpincounty.org</p> <p>Lyndsey Denton, Deputy Clerk ldenton@gilpincounty.org (303) 582-6010 x1001</p> <p>Gilpin County Commissioners</p> <p>Marie Mornis, District 1 mmornis@gilpincounty.org</p> <p>Susan Berumen, District 2 sberuman@gilpincounty.org</p> <p>Sandy Hollingsworth, District 3 shollingsworth@gilpincounty.org</p>
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**GILPIN COUNTY
HISTORIC PRESERVATION COMMISSION**

B. Travis Wright, MPS

203 Eureka Street
Central City, Colorado 80427

Friday, January 12, 2024

Dear Gilpin County Commissioners—

I am writing to express my interest in reappointment to another term serving the Gilpin County Historic Preservation Commission (HPC). Since my original appointment in April 2019, I have been privileged to work alongside Gilpin County commissioners, staff, residents, and my fellow HPC members to ensure that there is a future for Gilpin County's history, while operating under ordinance #19-01.

Under resolution 22-31, Section 1.4 of the *Gilpin County Historic Preservation Commission By-laws* speak to the requirement of, "At least 40% (2 members) of the commission members shall be professionals in preservation related disciplines such as... history." My brief qualifications as it relates to history are as follows:

- Following archaeological fieldwork alongside Colorado State University students and professional archaeologist Dr. Jason LaBelle as well as participation in the US Forest Service's *Passport in Time* project atop Rollins Pass, I wrote (along with my wife, Kate) our first book on Rollins Pass and the Moffat Tunnel that published in April 2018.
 - Due to exceptionally popular demand, this title entered its third printing within a year of publication, and we made a donation from the proceeds of our first royalties to Colorado State University's Archaeology Field School—they conduct field research and archaeology on Rollins Pass in the summers.
 - We have also donated over a hundred books to local libraries, master's degree and PhD students, preservation groups, county governments, and land managers.
 - We were honored to receive an *Archaeology and Historic Preservation Award* for our work from Historic Boulder.
- In May 2018, I joined the board of the Grand County Historical Association (GCHA) and by mid-2019, I had become the president of the board of directors—a position that I hold to this day following annual elections. The GCHA operates four historical museums across Grand County while curating artifacts, photographs, and oral/written histories spanning more than 150 years.
- In May 2022, we had written and published our second book on Rollins Pass and the Moffat Tunnel.
- In June 2022, I was recognized and celebrated with a *State Honor Award* for excellence in historic preservation and preservation leadership for over a decade of work on Rollins Pass in Colorado; including, most notably, the successful defense of public land and the opposition of a land exchange involving 543 acres of public historic land sought after by developers. The story of my efforts on Rollins Pass were shared on camera by Holly Kathryn Norton, PhD, State Archaeologist and Deputy State Historic Preservation Officer (SHPO) as well as by Garrett W. Briggs, a Southern Ute tribal member and Colorado's first Tribal Historic Preservation Officer (THPO).
- In November 2023, Kate and I received *Partner of the Year* from Headwaters Trails Alliance for our work atop Rollins Pass.
 - This project involved Section 106 work and responding to the US Forest Service in the months leading up to the start of the project.

B. Travis Wright, MPS

- Accolades included, “The Rollins Pass project was by far, our biggest boots on the ground project of the season. We built 860-feet of buck and rail [fencing] up on Rollins and we couldn’t have done it without these two people [Travis and Kate Wright]. We partnered with them to do all the planning, get all the logistics for where we were going to place the fence, and Travis [delivered the keynote address] at our Trails Symposium in September.” —Sean Burke, Field Manager & Volunteer Coordinator at Headwaters Trails Alliance

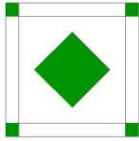
To this day, both of our publications remain the only books to devote entire chapters to the Paleoindian and Native American use of Rollins Pass. Additionally, we discovered the oldest human-made artifact ever found atop the pass, a 12.7-gram, 11,000-year-old Paleoindian projectile point now known as RP-Wright-18-1-1—stored at Colorado State University’s repository, held for the public trust.

I have presented across Colorado: from Littleton to Nederland and from Steamboat Springs to Longmont, on the prehistory, history, and future of both Rollins Pass and the Moffat Tunnel. Attendees of my presentations over the last decade have included: Boulder County Parks & Open Space; City of Boulder, Open Space Mountain Parks; City of Durango, Parks and Recreation; City of Louisville, Parks & Recreation; Clear Creek County, Colorado Trails Crew; Colorado Parks & Wildlife; Colorado Preservation, Inc.; Colorado Wild Public Lands; Continental Divide Trail Coalition; County Commissioners for Boulder County, Clear Creek County, Gilpin County, and Grand County; Friends of the Dillon Ranger District; Gilpin Ambulance Authority; Gilpin County Government; Gilpin County Historic Preservation Commission; Gilpin County Office of Emergency Management; Gilpin County Road & Bridge; Gilpin County Sheriff’s Office; Grand County Historical Association; Great Old Broads for Wilderness, National Office; Headwaters Trails Alliance; Jefferson County, Colorado Open Space; Larimer County, Colorado; Regional Director for US Senator Michael Bennett; Regional Representative for US Senator Cory Gardner; Rocky Mountain Field Institute; Senior Constituent Advocate for US Congressman Joe Neguse; South Suburban Parks & Recreation; Southern Ute Indian Tribe; Summit County, Colorado; Town of Erie, Colorado; US Department of the Interior, Bureau of Land Management; US Forest Service, Forest Supervisor of the Arapaho and Roosevelt National Forest; US Forest Service, Boulder District Ranger; US Forest Service, Sulphur District Ranger; and Volunteers for Outdoor Colorado.

I also have been a strong advocate for history and historic preservation in Colorado, speaking on camera for interviews broadcast not only regionally but also internationally related to Rollins Pass, the Moffat Tunnel, and areas immediately adjacent to the pass. I have also successfully nominated the East Portal Camp Cabins at the Moffat Tunnel as a Gilpin County local historic landmark; the Gilpin County Commissioners voted unanimously to approve the local landmark designation in June 2023, opening the door for grant opportunities and to ensure that this important piece of American history thrives for generations to come.

While a vast majority of my work is related to Rollins Pass and the Moffat Tunnel, this same passion for historic preservation extends to Lincoln Hills, Nevadaville, Russell Gulch, and elsewhere in Gilpin County; I am fortunate to be involved with this wonderful county and would be honored to be reappointed to an additional term of three years. I am available for any questions the commissioners may have and I sincerely appreciate your time. Thank you.

Respectfully,
B. Travis Wright
Vice Chair, Gilpin County Historic Preservation Commission



**BRET JOHNSON
ARCHITECTURE**

2304 YOSEMITE STREET
DENVER, COLORADO 80238
720.341.0392

January 12, 2024

Gilpin County Commissioners
P.O. Box 366
Central City, CO 80427

Ladies and Gentlemen of the Board of County Commissioners:

I am writing to express my interest in another term serving on the Gilpin County Historic Preservation Commission.

It has been an honor to work with my fellow commission members and the dedicated county staff to preserve heritage of Gilpin County, and I would like to continue to serve.

I have attached a copy of my resumé.

Thank you for your consideration. Please let me know if you have any questions.

Sincerely,

Bret Johnson, AIA
Chair, Gilpin County Historic Preservation Commission



BRET JOHNSON ARCHITECTURE

BRET JOHNSON, AIA, LEED AP PRINCIPAL

Bret's professional focus has been the renovation of existing buildings and he has completed numerous projects funded by the State Historical Fund. Clients have included higher education institutions, federal and state agencies, utilities, local governments, school districts, non-profits, banks, and private developers. Bret meets the professional qualifications of *The Secretary of the Interior's Historic Preservation Professional Qualification Standards* for the practice of historic architecture.

PROFESSIONAL REGISTRATION

Colorado #202540

EDUCATION

University of Illinois, Urbana, IL
M Arch, Historic Preservation

Washington University, St. Louis, MO
BA, Architecture

PROFESSIONAL HISTORY

2009 - Present
Bret Johnson Architecture

1997 - 2009
Pahl Architecture
Denver, CO

1996 - 1997
C. W. Fentress J.H. Bradburn &
Associates
Denver, CO

1989 - 1996
Greenberg + Greenberg Architects
Denver, CO

1986 - 1989
Colorado School of Mines
Golden, CO

1981 - 1984
Washington University
St. Louis, MO

AFFILIATIONS

American Institute of Architects
International Facilities Management
Association
Association for Preservation Technology
Chair, Gilpin County Historic Preservation
Advisory Commission

REPRESENTATIVE PROJECTS

State Historical Fund Projects

City of Brighton - Cannery Building Historic Structure Assessment
Santa Fe Trail Cultural Arts Center - Las Animas Christian Church
Historic Structure Assessment
Town of Ramah - Town Hall Historic Structure Assessment
Town of Calhan - Rock Island Depot Historic Structure Assessment
Gilpin County - Thorn Lake School Historic Structure Assessment
Park County Office of Historic Preservation - Fairplay Hotel Historic
Structure Assessment
Del Norte School District C-7

- Underwood Elementary School Historic Structure Assessment
- Old Middle School Historic Structure Assessment

City of Fort Morgan - Armory Building Rehabilitation*
Hope Lutheran Church - Masonry Study and Construction
Documents*
City of Fort Morgan - Power Plant Historic Structure Assessment*
Kiowa Creek Community Church - Historic Structure Assessment*
Denver Turnverein - Preservation Plan*
Department of Corrections - Deputy Warden's House Historic
Structure Assessment*
Denver Children's Home - Historic Structure Assessment*

Other Historic Preservation Projects

Roundhouse Preservation, Inc. - Hugo Roundhouse Adaptive Reuse
City of Louisville

- Louisville History Museum Historic Structure Assessment
- Tomeo House Structural Repairs
- Louisville History Museum Porch Replacement
- Historic Structure Assessment Professionals List

Denver Public Schools - South High School Master Plan Historic
Assessment
City of Brighton - Old Senior Center Improvement Assessment
City of Brighton - Cole House Window Rehabilitation
Park County Office of Historic Preservation - Ladies Aid Hall
Stabilization, Alma
Coronado Building - Cornice Reconstruction

* Denotes personal experience prior to founding Bret Johnson
Architecture

Jeremy Kaiser

Volunteer Experience

Main Street Central City, Vice Chair **2018- Present**

- Helped support DOLA grants for historic building renovations.
- Supported installation of public EV charging station in downtown Central City
- Initialized the Belvidere Theatre Pocket Park/ Supporting Belvidere renovations.
- Continued organization of Central City historic events.

Central City Historic Preservation Commission **2022-Present**

- Supporting Historic homes in Central City regain 'contributing' status
- Approve historically compatible architecture designs for new construction in historic Central City.
- Attended Saving Places Conference to learn about navigation of Nation Historic landmarks.

Gilpin County Historic Preservation Advisory Commission. **2020-Present**

- Supported local landmark status of Fritz Peak Observatory, Jack's Mountain Lodge, Russell Gulch Cemetery, among others.
- Assisted in approving design reviews for historic buildings in Lincon Hills
- Supported the designation of Winks Lodge for National Landmark status.

Central City Volunteer Firefighter Foundation, President **2021-Present**

- Support fundraising at local events.
- Assisting in purchasing of necessary fire equipment.
- Annual gift to all volunteer Central City firefighters.

Education

Gilpin County Re-1 **2009**

High School Diploma

Red Rocks Community College **2008-2010**

Major: Applied Science | Minor: Colorado History

Colorado State University **2010-2012**

Major: Biology

Employment

GF Gaming

2013-present

- Customer Service / Guest Relations
- Cashier
- Tip and Safety committee

JEREMY CURTIS KAISER

Feb. 1, 2024

Gilpin County Commissioners,

Dear Gilpin County Commissioners,

Thank you all for your efforts and service to the county of Gilpin. I am grateful and appreciative of the last 3 years, to have been a part of so many historically significant projects. I truly believe we have accomplished quite a lot in the name of historic preservation in short span of time, I look forward to being involved in many more projects moving forward and am submitting you my letter of interest to serve another term on the Gilpin County Historic Preservation Advisory Commission.

Sincerely,

Jeremy Curtis kaiser

January 19, 2024

To the Board of Gilpin County Commissioners:

I have been a member of the Gilpin County Historic Preservation Commission since 2018, when I was appointed to the Commission, which was then called the Gilpin Historic Preservation Advisory Commission. I was reappointed in 2020 and 2022. **This is my letter of interest in being reappointed to the Commission.**

I have really enjoyed being part of the Historic Preservation Commission, working with very knowledgeable people such as Bret Johnson, Jack Hidahl, Deon Wolfenbarger (our research consultant), and Travis Wright. I have lived in north Gilpin County for most of the past 24 years, and in Nederland from 1981 to 1989.

I have learned so much, with still so much to learn, on the GHPC, and would like to continue on the Commission. As I said in my original letter of interest in December, 2017, I am very interested in participating in the identification and preservation of historic properties and landmarks in Gilpin County.

As a commissioner, I have attended at least 3 Saving Places conferences, with virtual attendance in 2022 and 2023. I paid for my registration in 2023, since there wasn't funding for me to attend and I felt it was important to participate. I have attended seminars through CPI and History Colorado on grant writing and historic architecture, among others. I have been involved in rewriting our bylaws, reviewing and visiting historic sites, planning for future projects.

The following information is from my original letter of interest and resume, which I submitted in December, 2017:

My background is not in architecture or historic preservation (wish I could have), but I have always been interested in history and learned everything I could about family, town and state history when I lived in Nebraska. When I moved to Nederland in 1981, I was fascinated with the history of Nederland and Boulder County, and bought several books and maps to educate myself. When we moved to Gilpin County, I did the same thing – bought and read historical books about Gilpin County, bought historic maps and postcards about Gilpin County online, and drove around to familiarize myself with some of the locations I read about.

When we bought two properties on South Beaver Creek Road in Gilpin County, my curiosity and interest was really piqued, since we found barrel rings, a small structure foundation, an old wagon buried past its wheels, and other artifacts that verified the previous owner's assertion that moonshine had been made on the property in the past. In our current home, the previous owner told us that the small house on our property was the original 1900-era "ranch house" for the 80+/- acre ranch that included our other home and several other parcels in between. She gave us a book with what may be the whole history of properties sold from this original parcel, which I hope to someday research and better understand.

I am a member of Colorado Preservation Inc., History Colorado, have been a past member of the National Historic Preservation Association. I even worked briefly as a volunteer on a TOMNOD online project to transfer handwritten field notes into digital ones for a fort site out of state. I have research, marketing, sales, and writing skills, at the least, to offer to the Commission. I am excited about Gilpin County's history, and want to make sure it is preserved.

My volunteer efforts include being one of the members of the original Nederland Parks and Recreation Committee, on which I served from 1985 to 1988. I was selected by the Committee to be chairman in 1987. I organized the formation of a monthly education and entertainment program for residents during the winter months, helped create Chipita Park from the old rodeo grounds, persuaded the Town Board to create an Arbor Day observation, and organized the first (and only) Cabin Fever Festival in early 1988, with fun activities for residents. (This was long before Frozen Dead Guy Days.)

I also was a founding member of the Rocky Mountain Haflinger Association, a regional horse breed organization. I served as treasurer and newsletter editor for several years, and organized two Haflinger horse shows at Jefferson County Fairgrounds.

I know this is a long letter to ask for re-appointment to the Commission, but want to include as much information about me as possible. I understand the desire to have commissioners with professional backgrounds related to historic preservation, but believe that residents like me are just as valuable.

If you need any other information, please let me know. I can be contacted by phone () and email ().
Thank you for your consideration.

Sincerely,

Susan Meade

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Samuel Bower, Administrative Analyst, County Manager's Office
Date: February 27, 2024
Item: Resolution 24-50, Amending the Master Policy & Procedure Manual, P-13, Disposition of County Owned Real Property Policy
Requested Action: Resolution
Public Hearing: No

I. REQUEST OR ISSUE:

Resolution 24-50 adopts P-13, Disposition of County Owned Real Property Policy. The policy is attached to this staff report.

II. RECOMMENDED ACTION / NEXT STEP:

Approve the resolution.

III. FISCAL IMPACTS:

None.

IV. LEGAL ISSUES:

None.

V. ENVIRONMENTAL IMPACTS:

None.

VI. ALTERNATIVES:

The Board may approve the resolution, deny to approve the resolution, approve the resolution with amendments, or table the resolution for consideration at another time.



Resolution 24-50 Exhibit A

Document Number:	P-13
Document Name:	Disposition of County Owned Real Property
Effective Date:	Pending
Document Status:	Pending
Authority:	County Manager
Purpose:	To provide a policy for the disposition of County owned real property.

1.0 Property Eligible for Sale or Trade

- 1.1 The County may sell or trade parcels or other interests in real property owned or held by the County.
- 1.2 Property eligible for sale or trade includes, but is not limited to, the following:
 - 1.2.1 Parcels acquired by the County in fee by dedication, adverse possession, patent, treasurer's deed, gift or other means of conveyance.
 - 1.2.2 Parcels legally described as lots, tracts, or outlots or defined by a metes and bounds legal description.
 - 1.2.3 Parcels originally granted to the County by the United States Government Procedural requirements for real property acquisition or trade.
 - 1.2.4 Easements, right-of-way or other interest held by the County.

2.0 Procedural requirements for real property acquisition or trade.

- 2.1 All requests for the sale or trade of County property shall be submitted in writing to the County Manager. Each request shall include the following:
 - 2.1.1 Name and address of the person requesting sale or trade of a parcel.
 - 2.1.2 Legal description of the property to be sold or traded.
 - 2.1.3 Survey of and/or improvement and location certificate for the subject property or properties.
 - 2.1.4 Current commitment for an owner's title insurance policy for any property to be conveyed to the County.
 - 2.1.5 Any appraisals or estimates of value, if available, relating to any property to be conveyed.
 - 2.1.6 A description of any improvements to the property.
 - 2.1.7 Current zoning of the property.
 - 2.1.8 Current land use.
 - 2.1.9 Total acreage or square footage of the property.
 - 2.1.10 List of adjacent property owners.
 - 2.1.11 Any additional information requested by the County Manager.
- 2.2 Upon receipt of a request for the sale or trade of real property, the County Manager shall review the request for completeness and provide the applicant and the Board of County Commissioners with a written evaluation including the following information:

Last Modified By: Sam Bower
Document Owner: Ray Rears

Last Modified On: 1/16/2024
Original Date: 11/20/2023



- 2.2.1 If the request is for a sale of property:
 - 2.2.1.1 The value of the property requested as determined by appraisal, realtors estimate of value or other appropriate method of valuation as determined by the County Manager.
 - 2.2.1.2 A determination of whether the County owned property is within a development proposal, adjacent to property subject to a development proposal or surplusage not related to a development project.
 - 2.2.1.3 An evaluation of the current or future need for and public use of the property.
- 2.2.2 If the request is for the trade of real property:
 - 2.2.2.1 The value of the County owned property as determined by appraisal, realtor's estimate of value or other appropriate method of valuation as determined by the County Manager.
 - 2.2.2.2 The value of the property proposed for trade as provided by the party requesting the trade or by other appropriate method.
 - 2.2.2.3 A determination of whether the County owned property is within a development proposal, adjacent to property subject to a development proposal or surplusage not related to a development project.
 - 2.2.2.4 An evaluation of the current or future need for and use of the County owned parcels and the parcels proposed for trade.
- 2.2.3 Upon completion of the evaluation of the proposed sale and/or trade, the County Manager shall submit his or her findings to the Board of County Commissioners for its review and approval or disapproval. The Board of County Commissioners approval or disapproval shall indicate whether the request for trade or sale involves County owned property within or associated with a development proposal or surplusage and shall disapprove the sale or trade of surplusage without a clear and convincing showing of specific benefit to the County. The Board of County Commissioners final approval shall be in the form of a resolution or such other form of approval that conforms to the requirements of state law.
- 2.3 All conveyances by the County shall be signed by the County Manager and attested to by the Deputy Clerk under seal of the County.
- 2.4 All conveyances to the County shall be by good and sufficient warranty deed, free and clear of all taxes, liens and encumbrances. Parties conveying property to the County pursuant to this resolution shall further pay for and deliver to the County an owner's title insurance policy, in a form and an amount acceptable to the County Attorney, as soon as practicable after the conveyance.

3.0 Use of sale proceeds

- 3.1 There is hereby created a Public Property and Development Trust Fund. The fund shall be included in each annual budget adopted by the Board of County Commissioners.
- 3.2 The proceeds for the sale of all County owned property pursuant to this policy shall be placed in the Public Property and Development Trust Fund.



Policy & Procedure Manual

- 3.3 The funds collected pursuant to the policy and deposited in the Public Property and Development Trust Fund may be appropriated and expended for the acquisition of real property to be owned or traded by the County for a public purpose or for the improvement of County owned property or for legal and administrative expenses necessary to effectuate said purchases or improvements. Funds shall not be used for the maintenance of County owned property.

- 3.4 The Board of County Commissioners, by resolution, in special circumstances and on a case-by-case basis, designate uses for sale proceeds other than placement in the Public Property and Development Fund.

Last Modified By: Sam Bower
Document Owner: Ray Rears

Last Modified On: 1/16/2024
Original Date: 11/20/2023

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Samuel Bower, Administrative Analyst, County Manager's Office
Date: February 27, 2024
Item: Resolution 24-51, P-14, Board of County Commissioners Meeting Hall Policy
Requested Action: Resolution
Public Hearing: No

I. REQUEST OR ISSUE:

This resolution adopts the Board of County Commissioners Meeting Hall Policy. The policy is attached to this staff report.

II. RECOMMENDED ACTION / NEXT STEP:

Approve the resolution.

III. FISCAL IMPACTS:

None.

IV. LEGAL ISSUES:

None.

V. ENVIRONMENTAL IMPACTS:

None.

VI. ALTERNATIVES:

The Board may approve the resolution, deny to approve the resolution, approve the resolution with amendments, or table the resolution for consideration at another time.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, STATE OF COLORADO**

**AMENDING THE MASTER POLICY & PROCEDURE MANUAL, P-14, BOARD OF COUNTY COMMISSIONERS
MEETING HALL RENTAL POLICY**

WHEREAS, the Board of County Commissioners (BoCC) approved the Master Policy & Procedure Manual; and

WHEREAS, this manual serves as a repository of internal policies; and

WHEREAS, the BoCC has previously adopted P-5, Parks & Recreation Facility Rental Policy; and

WHEREAS, this policy was updating from a legacy policy that included Parks & Recreation facilities as well as the BoCC Meeting Hall as spaces available for rent; and

WHEREAS, due to differing needs, the BoCC Meeting Hall was not included in the facilities available to rent in P-5, Parks & Recreation Facility Rental Policy; and

WHEREAS, the BoCC wishes to adopt a policy to govern the renting of the BoCC Meeting Hall located at 203 Eureka Street, Central City, Colorado.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners as follows:

1. Approves and adopts the amended Master Policy & Procedure Manual with the inclusion of P-14, Board of County Commissioners Meeting Hall Rental Policy, per **Exhibit A**.

ADOPTED this _____ day of _____, 2024, by a vote of _____ to _____.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, COLORADO**

Deputy County Clerk

Chair



Document Number:	P - 14
Document Name:	Board of County Commissioners Meeting Hall Rental Policy
Effective Date:	Pending
Document Status:	Pending
Authority:	County Manager
Purpose:	To provide for reasonable requirements and restrictions for the use of the BoCC Meeting Hall by outside organizations and individuals.

1.0 Purpose and Scope of the Meeting Hall Rental Policy

- 1.1 Under Colorado law, the County of Gilpin has full authority to regulate the use of all property under its control and may prohibit all non-County or non-governmental use of County facilities at any time or may limit the days and/or hours of use of County facilities on a non-discriminatory basis.
- 1.2 The Board of County Commissioners (BoCC) of Gilpin County has determined that limited public use of certain County-owned facilities, subject to reasonable regulations, will not interfere with the performance of governmental functions. The Board of County Commissioners may change or discontinue the public's use or the County's designation of a facility for limited public use at any time in their sole discretion. The Board of County Commissioners therefore adopts the following policy statement:
 - 1.2.1 The BoCC Meeting Hall may be made available on a non-discriminatory basis for use as a limited public forum. The BoCC Meeting Hall may be reserved for public events and activities by any group sponsored by one or more Gilpin County residents, for the purpose of conducting community and civic events. All such public events shall be open to the general public and shall be non-exclusive. Private events shall have exclusive use of the requested area. Priorities for usage of the BoCC Meeting Hall will be given for classes, meetings, trainings, programs and activities and other events sponsored by county departments. The County Manager or a designee shall authorize the public or private use of the BoCC Meeting Hall as specified herein. Use of the BoCC Meeting Hall facility shall be authorized only upon compliance with the requirements in the following sections.

2.0 Terms and Requirements

- 2.1 The BoCC Meeting Hall is available for events where less than one hundred forty-nine (149) persons or less are present at any on time.
- 2.2 If possible, a rental request form must be completed at least two (2) weeks in advance of the event date and is subject to approval by the County Manager or a designee.
- 2.3 All event rental fees must be paid in full before being scheduled and confirmed. The renting party will provide credit card information to be securely stored and payment applied for any fees or costs accumulated during the course of the rental of the BoCC Meeting Hall. Fees or costs incurred when reserving the facility will only be refunded if staff is notified of a

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cancellation at least forty-eight (48) hours prior to the event. A refund request form must be completed by applicant. Refund charges may apply. Under extenuating circumstances, fees or costs may be refunded upon shorter notice at the discretion of the County Manager.

- 2.4 The party signing the Request Form shall be responsible for all damages and any liabilities associated with the use of the BoCC Meeting Hall by the group reserving the space.
- 2.5 Gilpin County reserves the right to require evidence of general liability insurance from applicants on a non-discriminatory and uniform basis. All Large Event Applicants must provide evidence of general liability insurance. You may obtain this coverage either through your own insurance company or at Arthur J. Gallagher & Co., 1 (800) 333-3231 or (303) 889-2574. Applicant is required to have insurance coverage with a minimum of one million, one hundred thousand dollars (\$1,100,000.00) in coverage for public liability and property damage as a condition for Rental Request approval. The Board of County Commissioners may, however, reduce or waive insurance requirements based on the potential risks, liabilities, and impacts involved with the proposed facility use. Applicant agrees to indemnify, save, protect, and hold harmless the County and its elected officials, directors, employees, and agents from and against all claims, injuries, damages, losses, expenses including attorneys' fees and any other liabilities arising out of or resulting from Applicant's use of facilities for the event.
- 2.6 Applicants must read and sign the Policy Statement, attached to this policy as Appendix B and which must accompany the Rental Request Form. These forms are available at the Old Courthouse (203 Eureka St., Central City, CO 80427a) and online on the County's website at <https://gilpincounty.colorado.gov/>.
- 2.7 The County Manager reserves the right to impose conditions or restrictions for issuance of rental reservations that the County Manager deems advisable in the interests of health, safety, welfare, the efficient use of facilities, or staff and budget constraints.
- 2.9 If a scheduling conflict arises, County-sponsored events will take precedence over the non-county event. If space is not available in the BoCC Meeting Hall, staff will provide information about other facilities that may be available and the contact information for those facilities. If an event is cancelled by the County Manager or BoCC, all fees that have been paid will be refunded.
- 2.9 The BoCC Meeting Hall will be made available for use unless County staff is on duty at all times during use of the facility. This may be waived upon approval by the County Manager.
- 2.10 If an emergency situation occurs during the use of the BoCC Meeting Hall, please call 911. All non-emergency incidents MUST BE reported to the Gilpin County Sheriff's Office at 303-582-5500. If deemed necessary a deputy will be dispatched to the facility. For maintenance problems with any facility, please call 303-582-1453 and the maintenance on-call staff member will be paged to respond to that location.
- 2.11 There is no storage available at the BoCC Meeting Hall. Any group wishing to reserve a the BoCC Meeting Hall for an event should be aware they are be required to bring and then remove any equipment necessary on a daily basis for the duration of that event. Items that



are found in refrigerators, cupboards, on tables, etc. after an event will be disposed of. No items of any kind should be left in the BoCC Meeting Hall.

- 2.12 All signage associated with the event must be approved by the County Manager or a designee and if approved must be removed at the end of the event. Nails, staples, or any other item that may damage the walls are not permitted.
- 2.13 **Trash and Room Condition.** All rental parties are responsible for ensuring the BoCC Meeting Hall is left in a neat and clean condition. Any cleaning required after an event will be charged to the credit card on file. Extra trash bags will be supplied underneath the bads lining trash containers. All rental parties are responsible for ensuring that used bags are tied securely and placed near the door for removal.
- 2.14 **Audio-visual equipment.** The audio-visual equipment in the BoCC Meeting Hall is available for rental parties' use. A member of County staff must be present to assist in the use of audio-visual equipment. Rental parties may not use audio-visual equipment without assistance from a member of County staff.
- 2.15 **Tables and chairs.** The BoCC Meeting Hall is supplied with forty-seven (47) arm chairs, six (6) office chairs, and two (2) folding tables. These are available for use by rental parties. Any additional furniture or equipment must be supplied by the rental party.
- 2.16 **Sanitation.** There are rest room facilities available near the BoCC Meeting Hall. These facilities are available for use by rental parties, so long as compliance with Section 2.13 is maintained.
- 2.17 **Alcohol and cannabis.** Alcohol and cannabis may not be brought to or consumed in the BoCC Meeting Hall.

3.0 Fees and Costs

- 3.1 Facility fee schedules, are subject to the County Fee Schedule which is on the back of the Rental Request Form.
 - 3.1.1 The County Manager or a designee will send an itemized report of damage incurred and correlating fees to the responsible party signing the application within three (3) business days of the event.
 - 3.1.2 The County Manager or a designee will charge the credit card on file after five (5) business days of the itemized damage report being sent to the applicant.
- 3.2 The County Manager or BoCC retain the discretion to reduce the BoCC Meeting Hall rental fees up to 50% with a maximum of \$500.00 of fees waived per organization or individual per year.



RENTAL REQUEST FORM

- Please complete and return this form to the County Manger's Office at 203 Eureka Street, Central City, CO or via email at administration@gilpincounty.org.
- Read, Sign and Return: *Board of County Commissioners Meeting Hall Rental Policy*
- Reservation is not confirmed until approved and paid for in full. A confirmation receipt will be sent via email.
- Credit card information must be securely stored for any costs accumulated during the rental i.e. damage, additional items, longer time, etc.

Renter Information:

Date Requested: _____ Times Requested: _____

Event: _____

of People Attending _____ (*Maximum of 149 persons*)

Requested By: _____ Phone #: _____

Email: _____ Address: _____

I require use of the audio-visual equipment in the meeting hall: YES / NO

Office Use Only:

Room Price: _____ x Number of Hours: _____ + Additional Costs: _____ **Total Amount:** _____

Payment and Signed Policy Date _____ Credit Card and Rental Entered in Active- Staff Initial and Date _____

Gilpin Board of County Commissioners Rental Policy Acknowledgment - Appendix B

I have read, understand and agree to the stipulations in the **Gilpin Board of County Commissioners Rental Policy**.

Applicant Signature

Please print name for signature above

Date Signed

Organization Name

Please return ONLY this page together with your Rental Request Form.

Staff Use Only

Received By

Approved By

Received Date

Approved Date

Number of Attendees / Large Event

Yes

No

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Samuel Bower, Administrative Analyst, County Manager's Office
Date: February 27, 2024
Item: Resolution 24-54, Amending the Master Policy & Procedure Manual, P-15, Electioneering on County Owned Property Policy
Requested Action: Resolution
Public Hearing: No

I. **REQUEST OR ISSUE:**

This resolution adopts the Electioneering on County Owned Property Policy. The policy is attached to this staff report.

II. **RECOMMENDED ACTION / NEXT STEP:**

Approve the resolution.

III. **FISCAL IMPACTS:**

None.

IV. **LEGAL ISSUES:**

None.

V. **ENVIRONMENTAL IMPACTS:**

None.

VI. **ALTERNATIVES:**

Amend, deny, or continue the resolution.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, STATE OF COLORADO**

AMENDING THE MASTER POLICY AND PROCEDURE MANUAL, P-15, ELECTIONEERING ON COUNTY OWNED PROPERTY POLICY

WHEREAS, the Board of County Commissioners (BoCC) approved the Master Policy & Procedure Manual; and

WHEREAS, this manual serves as a repository of internal policies; and

WHEREAS, per Colorado Revised Statutes (C.R.S.) § 1-13-714, electioneering may not be conducted within 100 feet of an active polling location; and

WHEREAS, per CRS § 18-9-110, no person shall so conduct himself at or in any publicly owned building, operated or controlled by the State, any of the political subdivisions of the State, or at any building owned, operated, or controlled by the Federal government as to willfully deny to any public official, public employee, or invitee on such premises the lawful rights of such official, employee, or invitee to enter, to use the facilities of, or to leave any such public building.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners as follows:

1. Approves and adopts the amended Master Policy & Procedure Manual with the inclusion of P-15, Electioneering on County Owned Property Policy, per **Exhibit A**.

ADOPTED this _____ day of _____, 2024, by a vote of _____ to _____.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, COLORADO**

Deputy County Clerk

Chair

ACKNOWLEDGEMENT

STATE OF COLORADO)

)ss.

COUNTY OF GILPIN)

Susan Berumen, Chair, and Lyndsey Denton, Deputy County Clerk, County of Gilpin, acknowledged the foregoing Resolution before me this _____ day of _____, 2024.

Witness my hand and official seal

Notary Public

RECORDING STICKER

RECORDING STICKER



Document Number:	P - 15
Document Name:	Electioneering on County Owned Property Policy
Effective Date:	Pending
Document Status:	Pending
Authority:	County Manager
Purpose:	To provide for the time, place, and manner that electioneering may be conducted on County real property

1.0 Purpose and Scope of the Electioneering on County Owned Property Policy

- 1.1 This policy is designed to establish a clear framework for the conduct of electioneering activities on real property owned by the County.
- 1.2 By delineating the acceptable time, place, and manner for electioneering, this policy seeks to uphold the principles of free speech, while simultaneously safeguarding the interests and well-being of all County residents and visitors.
- 1.3 This policy applies to all individuals, groups, and organizations wishing to engage in electioneering activities on the real property owned by the County.
- 1.4 This policy does not apply to employees of the County operating in their official capacity. Restrictions and guidelines governing political activities of County employees are outlined separately in the Employee Handbook.

2.0 Definitions

- 2.1 Electioneering. Refers to the posting, use, or distribution of political signs, clothing, literature, or other items, physical or digital, or the activity of persuading people, spoken or written, to vote for a particular party, candidate, issue, or ballot measure.

3.0 Prohibited Conduct

- 3.1 The use of County resources to conduct political activity including equipment, communication systems, photocopiers, and other assets, except for incidental items (furniture, audio-visual equipment, restrooms, etc.) that may be used in the course of the short-term renting of County property as per Section 3.2, is strictly prohibited.
- 3.2 No County building may be used for the purposes electioneering or political activities unless the individual or organization has been successfully granted temporary use of County property while remaining in compliance with P-5, Parks & Recreation Facility Rental Policy and/or P-14, Board of County Commissioners Meeting Hall Rental Policy; as determined by the location of the event or activity.
- 3.3 As per Colorado Revised Statutes (C.R.S.) § 1-13-714, electioneering may not be conducted within 100 feet of an active polling location.

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- 3.4 As per CRS § 18-9-110, no person shall so conduct himself at or in any publicly owned building, operated or controlled by the State, any of the political subdivisions of the State, or at any building owned, operated, or controlled by the Federal government as to willfully deny to any public official, public employee, or invitee on such premises the lawful rights of such official, employee, or invitee to enter, to use the facilities of, or to leave any such public building.

4.0 Restrictions

- 4.1 The following County properties may be used for the purposes of electioneering or political activities so long as the individual or organization remains in compliance with the requirements under Section 3.2:

- 4.1.1 Community Center Multi-Purpose Room
- 4.1.2 Community Center Gymnasium
- 4.1.3 Community Center Fitness Studio
- 4.1.4 Fitness Studio
- 4.1.5 Fred Weber Ball Field
- 4.1.6 Elk Ball Field
- 4.1.7 Indoor Arena
- 4.1.8 Allen Memorial Outdoor Area
- 4.1.9 Fairground Parking Lots
- 4.1.10 Stock Pens
- 4.1.11 Board of County Commissioners Meeting Hall

- 4.2 The County, under the authority of the County Manager or a designee, may designate specific outdoor areas on County premises for electioneering and political activity to occur in situations where the individual or organization has not met the requirements set forth in Section 3.2 and is not otherwise in violation of any component of this policy or Federal, State, or Local law.
- 4.3 Activities conducted in designated outdoor areas must not obstruct access, compromise safety, or contravene any applicable laws. This includes Federal, State, and Local statutes and ordinances, particularly as they pertain to noise, public gatherings, and public safety.

5.0 Restrictions

- 5.1 The County reserves the right to monitor all electioneering and political activity on County premises to ensure compliance with all the terms contained herein.
- 5.2 Failure of any person to adhere to the prohibitions set forth in Section 4 and/or the restrictions set forth in Section 5 may result in immediate removal from any County premises under authority of the County Manager and/or penalties as provided by Federal, State, or Local law.



Policy & Procedure Manual

- 5.3 Any person, group, or organization that is removed from County real property as per Section 5.2, may be barred, under the authority of the County Manager, from conducting electioneering on any and all County real property for a period of one (1) year.

- 5.4 Any person, group, or organization that is barred from electioneering on County real property as per Section 5.3, may submit an appeal request in writing to the Board of County Commissioners who then may elect, as per P-3, Board of County Commissioners Agenda Policy, to hear the appeal.

Last Modified By: Sam Bower
Document Owner: Ray Rears

Last Modified On: 2/22/24
Original Date: 2/8/24



Gilpin County Attorney

Tel: 303-515-4377

Fax: 303-582-5440

bbenning@gilpincounty.org

February 15, 2024

RE: County Attorney's Office Report for February 27, 2024 BoCC Meeting

1. Water Rights Investigations and work with consultants on several matters
2. Working on Roads Memo.
3. Working with Gilpin County Public Works and CTSI on GC Utility Truck damage estimate disputes and possible litigation
4. Prepared Political Activities Memo for SLT and their employees.
5. Work with UCCWA on Clear Creek watershed matters and internal policies
6. Contract review, follow up with contactors, and finalized certain additional contracts.
 - a. Bohannon Houston Agreement (housing needs assessment) – Reviewed Grant paperwork from Rob and Jamie and approved form and content of SLFRF Intergovernmental Grant Agreement
 - b. IGA with Nederland for emergency shelter use - waiting on Nederland's review
 - c. Major Heating & Cooling – Capital Improvement Contract – Drafting
 - d. Bowman Consulting Engineers – Capital Improvement Contract – Drafting
 - e. The Flynn Group – Capital Improvement Contract – Justice Center Roof – Drafting
 - f. The Flynn Group – Capital Improvement Contract – Community Center Roof – Drafting
 - g. Broadband MOU with Clear Creek and Nederland – reviewing
7. Meeting scheduled with Special Counsel on 1041 to start project
8. County Road Litigation: Worked with CTSI to obtain assistance of legal counsel; collaborating with and assisting legal counsel in litigation.
9. Provided Admin. Dept. with legal information needed to proceed with filing for trademark in Colorado for Gilpin County seal.
10. Participated in lobbyist legislation presentation and discussion.
11. Working on letter requesting assistance of public and state and federal local governments in identifying qualifying fire suppression ponds in Gilpin County.
12. Timely addressed CORA requests.

County Managers' Report

February 27, 2024



- Regular staff meetings with Senior Leadership Team (SLT), Appointed Leadership Team (A-Team) and Commissioners
- Address various needs of staff and the public and Commissioners. Administrative functions
- Various meetings with vendors/consultants and outside agencies

Areas of Note:

Recent Focus Areas

- Regular and Work Session Agenda Schedule and Preparation
 - BoCC meeting
 - March 12, 2024
 - Work Session Schedule (tentative)
 - Legislative Discussion
 - Feb. 12th & 26th, March 11th & 25th, April 8th & 22nd – 4 p.m.
 - March 19, 2024
 - South Beaver Creek Road Improvement – Status
 - Public Works Call Schedule / Plow Roadway Classification
 - Community Center Annex – Design
 - Veteran Services
 - USFS Indiscriminate shooting closures - update / Shooting Range Update (tentative)
 - Policies (TBD)
 - April 16th, May 21st, June 4th, July 30th, August 20th, September 17th, October 1st, November 5th, December 1st
- Broadband
 - Partnerships explored / Grants explored
- Records/Files Scanning Project / Courthouse – ongoing,
- GAA Board activities
- CCEDC Board activities
- IT Specialist – Open Position / Office preparation underway
- Public Works Listening Session
- Legislative matters, onboarding staff, contract review, combined tax rate comparison, 1041
- Building Plan Review and Inspection Services – Town Hall planned

Grant Manager & Writer – Update to County Manager February 22, 2024

Due on the first and third Tuesday of each month.

2024

	Grant Agreements	Active	36	Value - \$4,787,202.22
		Closed	0	Value - \$0.00
		Awarded & Pending Execution	1	Value - \$\$8,667,692.00 (Capital Project Fund for Broadband – External partner applicant/recipient, Maverix Broadband)
	Grant Applications	Submitted	6	Value - \$249,519.62 (EMPG; POMH; Brownfields EPA Assessment; STEPP; IAG; CPW IAG; Prop 123 LPC)
		Denied	0	Value - \$0
		Pending Decision	4	Value - \$246,000.00 (EMPG; POMH; STEPP; Prop 123 LPC)
		In Progress	0	Value – \$0

On the Radar

BoCC Grant Priorities – Upcoming Grant Programs & Application Deadlines

	1) Broadband	TBD (April / May) 2024	CBO Broadband Equity & Accessibility Deployment (BEAD)*
	2) Capital Improvements	3/15 (for L.O.I.)	Congressionally Directed Spending
		3/15	CRI-Accessing Health Foods for Food Pantry
		4/1	EIAF for Food Pantry
	3) Co-Responder Program		
	4) Transportation Network	Rolling	USDOT / HUD Thriving Communities Technical Assistance
	5) Fire Mitigation	TBD (Q1) 2024	CSFS Incentives for Local Government Grant Program
	6) Cybersecurity	TBD (May) 2024	DHSEM State and Local Cybersecurity Grant Program (SLCGP)
	7) EV Chargers	TBD (May) 2024	Fleet Zero
	((8) GIS / Mapping)		

Other Updates

	Grant Application Updates	Next Short-Term Focus: Capital Improvements; Broadband; Food Pantry; CDS
	Active Grant Updates	EOC (Neguse) grant - Request for Reimbursement being processed
	Post-Close / Audit Updates	
	Policy & Procedures	Next: Inventory, Letters of Support
	Technology	GrantHub Pro (grant management software) implementation underway
	Training / Education	TBD

Community Engagement Report

January 17 - February 21, 2024

Email Newsletter

First newsletter was sent February 12 with just 2 subscribers. Posted newsletter and subscribe link to website and social media and gained total of 119 Subscribers. Some people viewed the newsletter through social posts and on our website so actual number of readers is higher than presented below.

February 2024 Gilpin Observer: Sent to 109 emails, 69 opened, 11 clicked

63% open rate (industry average email open rate: 46-50%)

10% click rate (industry average email click rate: 7-9%)

Nextdoor

From January 17-February 21, 2024

2,548 members in Gilpin County. 12 Agency posts, including one targeting Dory Lakes only (recommendation from Nextdoor is to post 2-3 times per week).

15,781 total impressions (average of 1,406 impressions per post)

75 reactions (average 7 per post), 38 replies (average 3 per post)

Top 3 posts (over 1700 impressions):

- Snow Removal Information
- School District Mill Levies
- 2024 Gilpin County Property Tax Update and TABOR Refund Information

Facebook

From January 17-February 21, 2024

57 posts

1,379 followers

Reach: 10,898 (191 ave. per post)

Engagement: 1,014 (18 ave. per post)

Top 7 posts (over 300 reach):

- Snow Removal information (highest reach at 1275)
- Transfer station closed
- February Newsletter (93 clicks)
- Recreational Shooting Update (209 clicks)
- Photos of Dory Lakes Pump Project Town Hall

- Highway 40 closure
- 2024 Gilpin County Property Tax Update and TABOR Refund Information

Instagram

From January 17-February 21, 2024 (account created on January 19)

28 posts

64 followers

Reach: 71 accounts

Top 5 posts based on reach:

- Snow Removal Information
- Black History Month – Lincoln Hills
- Open Jobs flyer 1-22
- Saving Places Conference
- Open Jobs flyer 1-29