



**REGULAR MEETING AGENDA – APRIL 30, 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
 - Approval of March 2024 Treasurer’s End of Month Report – Mary Lorenz, Treasurer
 - Approval of 1st Quarter, 2024 Department Quarterly Reports
 - Approval of Meeting Minutes for April 9, 2024 meeting – Lyndsey Denton, Deputy Clerk to the Board
 - 4.** Employee Recognition / ‘Shout Out Award’ -- John Combs, Public Works Director
 - 5.** Proclamation for Mental Health Month – Amya Addams, Jefferson Center
 - 6.** Authorization to Operate Letter from the Colorado Department of Public Health & Environment – Cody Carroll, Gilpin Ambulance Authority Chief
 - 7.** NoCo Places 2050 Mapping Project Update – Steve Coffin, Executive Director, NoCo Places
- 9:30 a.m.**
- 8.** **PUBLIC HEARING** – Resolution TUP-24-1, Approving A Temporary Use Permit for the Gilpin County Historical Society’s Annual Cemetery Crawl – Rob Gutierrez, Community Development Director
 - 9.** **PUBLIC HEARING** – Resolution TUP-24-2, Approving A Temporary Use Permit for the Fjallraven Classic Event – Rob Gutierrez, Community Development Director
 - 10.** **PUBLIC HEARING** – Resolution 24-71, Approving A Special Use (SUR-23-1) to the Church of the Front Range – Rob Gutierrez, Community Development Director

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.



11. Resolution 24-76, Adopting Two Seasonal Road & Bridge Worker Positions – Chanda Johnson, Human Resources Director & John Combs, Public Works Director
12. Resolution 24-75, Amending the Veteran’s Services Officer Position – Janey Barker, Human Services Director
13. Resolution 24-77, Allocating and Spending the Local Assistance and Tribal Consistency Fund – Joe Allaire, Finance Director
14. Resolution 24-78, Adopting American Rescue Plan Act Allocations – Joe Allaire, Finance Director
15. Resolution 24-69, Authorizing the Acceptance of Additional Funding for the Substance Abuse Block Grant and Associated Compensation Adjustments – Gabrielle Chisholm, Parks & Recreation Director
16. Resolution 24-74, Authorizing the Submission of a Grant Application to the Electronic Recording Technology Board to Move Tyler Technology Clerk & Recorder Data from On-Premises Hosting to Software as a Service – Sahari McCormick, Clerk & Recorder and Jamie Boyle, Grant Manager & Writer
17. Resolution 24-73, Amending the Master Policy & Procedure Manual; P-1, Procurement Policy – Samuel Bower, Administrative Analyst
18. Resolution 24-81, Amending the Master Policy & Procedure Manual; P-17, Contract Management Policy -- Samuel Bower, Administrative Analyst and Brad Benning, County Attorney
19. Resolution 24-79, Amending the Master Policy & Procedure Manual; P-7, Grant Management Policy – Samuel Bower, Administrative Analyst and Jamie Boyle, Grant Manager & Writer
20. Resolution 24-80, Amending the Master Policy & Procedure Manual; P-18, Funding Outside Organizations Policy – Samuel Bower, Administrative Analyst
21. Resolution 24-72, Amending the Master Policy & Procedure Manual; P-16, Letter of Support Policy -- Samuel Bower, Administrative Analyst

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22. Resolution 24-70, Authorizing the Execution of Real Property Lease Agreement with Gary Gambino – Brad Benning, County Attorney
23. Election Update – Sahari McCormick, Clerk & Recorder
24. County Attorney’s Report
25. County Manager’s Report
26. Public or Press Comment (limited to three minutes each)
27. Board of County Commissioners Report and Notice of Public Meetings
28. Adjourn

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County Taxes Collected: 35.45%

2023 Taxes Collected:	43.92%
2022 Taxes Collected:	35.14%
2021 Taxes Collected:	36.68%

**In Account of Gilpin County Treasurer
TREASURER'S REPORT FOR THE MONTH OF MARCH 2024**

County Funds

County General	\$	25,118,917.55
County Abatement	\$	198.23
Public Works	\$	2,554,928.44
Library Fund	\$	697,016.77
Dept. of Human Services	\$	1,682,978.00
Public Health Agency	\$	398,163.59
Solid Waste	\$	536,333.10
Conservation Trust	\$	134,690.00
Parks & Rec	\$	395,516.58
Frei Cash Bond	\$	146,243.12
Lodging Tax	\$	143,492.99
Capital Improvement	\$	-

Total County Funds	\$	31,808,478.37
2023 County Fund	\$	26,497,317.16
2022 County Fund	\$	20,994,536.14
2021 County Funds	\$	14,781,150.80

Payable to Districts	\$	722,612.87
2023 Districts	\$	503,976.78
2022 Districts	\$	583,345.51
2021 Districts	\$	1,399,904.56

County Suspense	\$	128,106.65
2023 Suspense	\$	190,568.21
2022 Suspense	\$	184,138.65
2021 Suspense	\$	186,944.34

Grand Total	\$	32,659,197.89
2023 Grand Total	\$	27,191,862.15
2022 Grand Total	\$	21,762,020.30
2021 Grand Total	\$	16,367,999.70

JOURNAL COMPARISON EOM MARCH 2024

Id	Name	Balance			
0100-00-1000	CASH WITH TREASURER GENERAL FUND	\$25,118,917.55		8410-00-1000	CASH WITH TREASURER \$48.79
0120-00-1000	CASH WITH TREASURER ABATEMENT	\$198.23		8500-00-1000	CASH WITH TREASURER NUISANCE FED \$4,660.02
0200-00-1000	CASH WITH TREASURER PUBLIC WORKS	\$2,554,928.44		8525-00-1000	CASH WITH TREASURER NUISANCE STATE \$11,623.46
0300-00-1000	CASH WITH TREASURER LIBRARY	\$697,016.77		8580-00-1000	CASH WITH TREASURER 911 \$131,093.23
0400-00-1000	CASH WITH TREASURER HS	\$1,682,978.00		8590-00-1000	CASH WITH TREASURER PUBLIC TRUSTEE \$1,778.37
0500-00-1000	CASH WITH TREASURER PH	\$398,163.59		8600-00-1000	CASH WITH TREASURER REDEMPTION \$0.00
0600-00-1000	CASH WITH TREASURER SOLID WASTE	\$536,333.10		8625-00-1000	CASH WITH TREASURER HOUSE ACCOUNTS \$0.00
0700-00-1000	CASH WITH TREASURER CONSERVATION TRUST	\$134,690.00		8650-00-1000	CASH WITH TREASURER TREASURER FEES \$0.00
0800-00-1000	CASH WITH TREASURER PARKS & REC	\$395,516.58		8700-00-1000	CASH WITH TREASURER TREAS FEE SPECIAL ASSESS \$0.00
0900-00-1000	CASH WITH TREASURER FREI CASH BOND	\$146,243.12		8750-00-1000	CASH WITH TREASURER TREASUER COMMISSIOIN \$0.00
1200-00-1000	CASH WITH TREASURER LODGING TAX	\$143,492.99		8800-00-1000	CASH WITH TREASURER TREASURER DEEDS \$1,428.91
1400-00-1000	CASH WITH TREASURER CAP IMPROVEMENTS	\$0.00	\$31,808,478.37	8825-00-1000	CASH WITH TREASURER CORONER \$0.00
3100-00-1000	CASH WITH TREASURER CCCF	\$4,571.94		8850-00-1000	CASH WITH TREASURER SUSPENSE \$75,801.62
5400-00-1000	CASH WITH TREASURER TLF	\$139,236.99		8875-00-1000	CASH WITH TREASURER NOT USED \$0.00
5500-00-1000	CASH WITH TREASURER TLF CAPITAL EXP	\$25.70		8885-00-1000	CASH WITH TREASURER NOT USED \$0.00
5600-00-1000	CASH WITH TREASURER TLF OTHER	\$7,904.95		8895-00-1000	CASH WITH TREASURER NOT USED \$0.01
5650-00-1000	CASH WITH TREASURER TLF ABATEMENT	\$0.04		8900-00-1000	CASH WITH TREASURER CKS FOR CASH \$0.00
5900-00-1000	CASH WITH TREASURER BHCC SANITATION	\$1,121.36		8950-00-1000	CASH WITH TREASURER CLERK DEPOSITS -\$103,774.33
5910-00-1000	CASH WITH TREASURER BHCC SANITATION ABATEMENT	\$0.00		8951-00-1000	CASH WITH TREASURER CLERK ST ELECTRONIC FEE \$248.00
5950-00-1000	CASH WITH TREASURER BHCC SANITATION FEES, FINES	\$0.00		8952-00-1000	CASH WITH TREASURER VOTER CONFIDENTIALITY \$0.00
6000-00-1000	CASH WITH TREASURER BLACK HAWK	\$837.59		8999-00-1000	CASH WITH TREASURER BAD CHECK \$88.00
6001-00-1000	CASH WITH TREASURER BH RD & BRIDGE	\$48,579.77		9010-00-1000	CASH WITH TREASURER \$0.00
6025-00-1000	CASH WITH TREASURER MMCD	\$91.12		9020-00-1000	CASH WITH TREASURER \$0.00
6026-00-1000	CASH WITH TREASURER MMCD BOND	\$668.20		9030-00-1000	CASH WITH TREASURER \$0.00
6040-00-1000	CASH WITH TREASURER SDM GENERAL	\$11,354.40		9040-00-1000	CASH WITH TREASURER \$0.00
6041-00-1000	CASH WITH TREASURER SDM BOND	\$18,970.93		9050-00-1000	CASH WITH TREASURER \$0.00
6050-00-1000	CASH WITH TREASURER BH IMP DIST GENERAL	\$0.00		9060-00-1000	CASH WITH TREASURER \$0.00
6055-00-1000	CASH WITH TREASURER BH IMP DIST BOND	\$0.00		9070-00-1000	CASH WITH TREASURER \$0.00
6100-00-1000	CASH WITH TREASURER CC	\$41,086.65		9080-00-1000	CASH WITH TREASURER \$0.00
6101-00-1000	CASH WITH TREASURER CC RD & BRIDGE	\$4,477.37		9090-00-1000	CASH WITH TREASURER \$0.00
6105-00-1000	CASH WITH TREASURER CC FEES, FINES PENALTY	\$4,956.17		Total	\$32,654,087.32
6110-00-1000	CASH WITH TREASURER CC ABATEMENTS	\$0.00		Refund Pending	\$338.64
6119-00-1000	CASH WITH TREASURER CCBID GEN	\$19,426.37		Pre-Payments	\$2,172.02
6120-00-1000	CASH WITH TREASURER CCBID	\$155,422.53		CTD Deposits	\$2,990.00
6150-00-1000	CASH WITH TREASURER CC GO WATER BONDS	\$0.00		Over/Under	-\$390.09
6155-00-1000	CASH WITH TREASURER CCDDA	\$9,647.99		TOTAL	\$32,659,197.89
6200-00-1000	CASH WITH TREASURER STATE AUTO	\$96,604.39			
6300-00-1000	CASH WITH TREASURER STATE SALES	\$9,238.74			
6400-00-1000	CASH WITH TREASURER SPECIFIC OWNERSHIP	\$0.00			
6500-00-1000	CASH WITH TREASURER STATE HEALTH	\$69.00			
6700-00-1000	CASH WITH TREASURER MOTOR V LATE FEE	\$5,475.00			
7100-00-1000	CASH WITH TREASURER RE-1 GEN FUND	\$38,118.31			
7310-00-1000	CASH WITH TREASURER RE-1 MILL LEVY OR	\$14,121.71			
7320-00-1000	CASH WITH TREASURER RE-1 ABATEMENT	\$0.00			
7330-00-1000	CASH WITH TREASURER RE-1 TRANSPORT	\$2,074.71			
8100-00-1000	CASH WITH TREASURER RE-2 GEN FUND	\$51,511.48			
8200-00-1000	CASH WITH TREASURER RE-2 BOND	\$11,577.46			
8310-00-1000	CASH WITH TREASURER RE-2 MILL LEVY OR	\$16,090.16			
8320-00-1000	CASH WITH TREASURER RE-2 ABATEMENT	\$282.47			
8330-00-1000	CASH WITH TREASURER RE-2 RE-2 TRANSPORT	\$1,469.01			
8340-00-1000	CASH WITH TREASURER RE-2 RE-2 TECHNOLOGY	\$7,600.36	\$722,612.87		

Gilpin County Treasurer
CASH BALANCE FOR THE MONTH OF MARCH

2024

Cash On Hand

Beginning Balance	\$	1,000.00	
Cash Debt	\$	-	
Cash Credit	\$	-	
Balance			\$ 1,000.00

BANK ACCOUNTS

Wells Fargo Checking

Beginning Balance	\$	3,213,811.93	
Receipts	\$	6,812,339.01	
Disbursements Out	\$	(8,003,963.97)	
Balance (Offsets Checking fees)			\$ 2,022,186.97

Wells Fargo Sweep

Beginning Balance	\$	7,106,421.02	
Receipts	\$	2,017,933.97	
Disbursements Out	\$	(5,033,846.57)	
Balance			\$ 4,090,508.42

Wells Fargo Investment Account

Beginning Balance	\$	9,103,606.25	
Receipts	\$	-	
Disbursements Out	\$	-	
Balance			\$ 9,103,606.25

LIQUID INVESTMENT ACCOUNTS

Colo Trust (General Account)

Beginning Balance	\$	7,133,150.46	
Receipts	\$	30,443.18	
Disbursements Out	\$	(820,989.94)	
Balance			\$ 6,342,603.70
Effective Yield: 0.2522% Monthly			

Colo Trust (Reserve Account)

Beginning Balance	\$	84,190.78	
Receipts	\$	389.60	
Disbursements Out	\$	-	\$ 84,580.38
Balance			
Effective Yield: 0.2522% Monthly			

C Safe

Beginning Balance	\$	10,814,669.40	
Receipts	\$	50,835.20	
Disbursements Out	\$	-	
Balance			\$ 10,865,504.60

Effective Yield: 0.25% Monthly

COUNTY ACCOUNTS	\$	32,509,990.32
County Accounts Last Year 2023	\$	27,016,571.84
County Accounts 2022	\$	21,596,745.81
County Accounts 2021	\$	16,210,591.14

Wells Fargo Public Nuisance

(Sheriff's Account)

Beginning Balance	\$	16,268.55	
Receipts	\$	14.93	
Disbursements Out	\$	-	
Balance			\$ 16,283.48

Effective Yield: .01% Monthly

Wells Fargo 911

(Gilpin County 911 Authority)

Beginning Balance	\$	114,006.67	
Receipts	\$	27,299.18	
Disbursements Out	\$	(10,212.62)	
Balance			\$ 131,093.23

PUBLIC TRUSTEE

Beginning Balance	\$	2,222.68	
Receipts	\$	208.00	
Disbursements Out	\$	(599.82)	
Balance			\$ 1,830.86

NON-COUNTY ACCOUNTS

Non-County Accounts Last Year 2023	\$	149,207.57
Non-County Accounts 2022	\$	175,290.31
Non-County Accounts 2021	\$	165,274.49
Non-County Accounts 2020	\$	157,408.56

Total Cash Balance

Last Year's Cash Balance 2023	\$	32,659,197.89
Cash Balance 2022	\$	27,191,862.15
Cash Balance 2021	\$	21,762,020.30
Cash Balance 2020	\$	16,367,999.70

Fund 9000 (WORKING FUND)

End of Day 03/31/2024

Asset				
Id	Name	Starting Balance	Change in Balance	Ending Balance
9000-00-9000	CASH ON HAND	\$1,000.00	\$0.00	\$1,000.00
9000-00-9100	WF CKING	\$3,213,811.93	(\$1,191,624.96)	\$2,022,186.97
9000-00-9120	WF Sweep	\$7,106,421.02	(\$3,015,912.60)	\$4,090,508.42
9000-00-9122	WF Investment	\$9,103,606.25	\$0.00	\$9,103,606.25
9000-00-9125	NUISANCE	\$16,268.55	\$14.93	\$16,283.48
9000-00-9200	COLOT GENERAL	\$7,133,150.46	(\$790,546.76)	\$6,342,603.70
9000-00-9201	COLOT RESERVE	\$84,190.78	\$389.60	\$84,580.38
9000-00-9250	CSAFE	\$10,814,669.40	\$50,835.20	\$10,865,504.60
9000-00-9350	911 AUTHORITY	\$114,006.67	\$17,086.56	\$131,093.23
9000-00-9450	PUBLIC TRUSTEE	\$2,222.68	(\$391.82)	\$1,830.86
	Total	\$37,589,347.74	(\$4,930,149.85)	\$32,659,197.89
Liability				
Id	Name	Starting Balance	Change in Balance	Ending Balance
9000-00-2000	FUND BALANCE	\$0.00	\$0.00	\$0.00
9000-00-2005	CHECKS PENDING	\$0.00	\$0.00	\$0.00
9000-00-2010	REFUND PENDING	(\$2,568.68)	\$2,230.04	(\$338.64)
9000-00-2112	UNDISTRIBUTED TAX	\$0.00	\$0.00	\$0.00
9000-00-2600	REDEMPTION PENDING	\$0.00	\$0.00	\$0.00
9000-00-2652	REDEMPTION PRINCIPLE	\$0.00	\$0.00	\$0.00
9000-00-2653	REDEMPTION INTEREST	\$0.00	\$0.00	\$0.00
9000-00-2660	PRE-PAYMENTS	(\$2,044.27)	(\$127.75)	(\$2,172.02)
9000-00-2700	BANKRUPTCY	\$0.00	\$0.00	\$0.00
9000-00-2800	CTD DEPOSIT	(\$3,380.00)	\$390.00	(\$2,990.00)
9000-00-2895	OVER/UNDER	\$412.61	(\$22.52)	\$390.09
9000-00-2900	DUE TO OTHER FUNDS	(\$37,581,767.40)	\$4,927,680.08	(\$32,654,087.32)
	Total	(\$37,589,347.74)	\$4,930,149.85	(\$32,659,197.89)
Revenue				
Id	Name	Starting Balance	Change in Balance	Ending Balance
9000-00-4117	SENIOR EXEMPTIONS	\$0.00	\$0.00	\$0.00
9000-00-4122	DELINQUENT TAXES	\$0.00	\$0.00	\$0.00
9000-00-4132	INTEREST ON TAXES	\$0.00	\$0.00	\$0.00
9000-00-4133	INT ON DELINQUENT TAXES	\$0.00	\$0.00	\$0.00
	Total	\$0.00	\$0.00	\$0.00
Expense				
Id	Name	Starting Balance	Change in Balance	Ending Balance
9000-00-5000	Tax Disbursement	\$0.00	\$0.00	\$0.00
	Total	\$0.00	\$0.00	\$0.00

HIGHLIGHTS

This report provides an overview of the activities of the Gilpin County Assessor's Office for the first quarter of the year. Our efforts have been directed towards enhancing our assessment procedures, engaging with the community, and ensuring compliance with Colorado State statutes.

Personal Property Declarations:

We have sent out personal property (PP) declarations to taxpayers. These forms allow taxpayers to declare any taxable personal property they own as of January 1st of the current year. We encourage all taxpayers to complete and return their PP declarations by the deadline of April 15th to ensure accurate assessment of their personal property.

Impact Assistance Grant:

The State Impact Assistance Grant application is an annual submittal for the State of Colorado Parks and Wildlife property. Colorado Parks and Wildlife is committed to being a good neighbor in the communities where they own land in fee title for the benefit of wildlife and sportspeople. Each county in which they own land is eligible to receive an Impact Assistance Grant (IAG), which is based on the agricultural tax rate. For tax year 2023 Gilpin County has requested \$3,519.62 this is the amount calculated for 8178 acres of Colorado State Parks and Wildlife areas in our county.

SENIORS AND VETERANS

Media Releases for Senior Citizens and Veterans:

We have issued media releases as well as in person presentations to inform seniors and veterans about the property tax exemptions available to them. These exemptions can significantly reduce their property tax liability and provide much-needed financial relief. We have also provided guidance on how to apply for these exemptions and the eligibility criteria.

We continue to process exemption applications throughout the first quarter. We encourage all eligible taxpayers to apply for the exemptions as soon as possible to ensure timely processing.

LEGISLATIVE WATCH

Our office is closely monitoring the current legislative session, which includes discussions on property tax reform. These reforms could significantly impact property assessment practices, taxpayer liabilities, and our office operations. It is essential for us to stay informed and prepared to adapt to any changes that may arise from this legislation. We are committed to providing updates and guidance on how these potential legislative changes could affect our community and the services we provide. The legislative session is scheduled to conclude on May 8th, and we will ensure to communicate any important developments promptly.

**Quarterly Report to the Board of County Commissioners
Gilpin County Clerk & Records Office
Q1 2024**

Motor Vehicles:

2065 total transactions including:

236 Registrations

917 Renewals

Recording:

479 Documents recorded

10 Marriage Licenses issued

Elections:

4856 Active Voters as of April 3, 2024

2027 people voted in the March 5, 2024 Presidential Primary

Next election is the General Primary, June 25, 2024.

June 3, 2024 is the last day to change party affiliation to vote in that party's primary.

Quarterly Report

Q1 2024 January to March

Department of Community Development

Prepared and Submitted by Staff

Kristine Sacco

Permit Technician

Brian Smith

Code Enforcement Officer

James Shrout

Planner/Historic Preservation Liaison

Rob Gutierrez

Director



Commission & Board Action

Q1 2024 January to March

Department of Community Development



Planning Commission

Completed Business

Rezoning 5312 Co Hwy 119 - **"Do-Pass" Recommendation to BOCC 3/12/24**

SUR-23-1 - 5800 Block Virginia Canyon Rd. - **"Do-Not-Pass" Recommendation to BOCC 4/9/24**

Current Business

DOLA Strong Communities Grant Program

- 2024 Gilpin County Land Use Code Update
- 2024 Gilpin County Housing Needs Assessment

Board of Adjustment

Completed Business

BOA-23-2 (B) Temporary Housing Extension - **Approved 2/13/24**

Upcoming Business

None.

Board of County Commissioners

Completed Business

Resolution 24-14 Appointing Members to the Planning Commission - **Approved 1/9/24**

Resolution 24-21 Approving DOLA LPC Grant Application - **Approved 1/23/24**

Resolution 24-42 Appointing Members to the HPC - **Approved 2/27/24**

Resolution 24-44 Approving CEO APPS Grant Application - **Approved 2/27/24**

Resolution 24-46 Approving DOLA REDI Grant Application - **Approved 2/27/24**

Resolution 24-49 Rezoning 5312 CO Hwy 119 - **Approved 3/26/24**

Resolution BLE-23-3 Kopacz - **Approved 2/13/24**

Resolution BLA-23-3 Grooters/Kuepper - **Approved 2/13/24**

Upcoming Business

SUR-23-1 Religious Use on the 5800 Block of Virginia Canyon Rd. - **BOCC on 4/30/24**

BLE-23-5 Fanning - Pending Application

BLE-21-4 Brown - Pending Application

Historic Preservation Commission

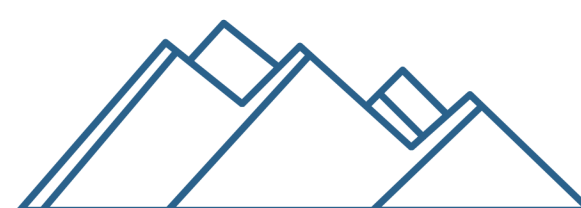
Completed Business

Review for 1043 Nevadaville - 3/21/24

Review for 53 Winks Way - 3/21/24

Upcoming Business

None.



GILPIN COUNTY
COMMUNITY DEVELOPMENT

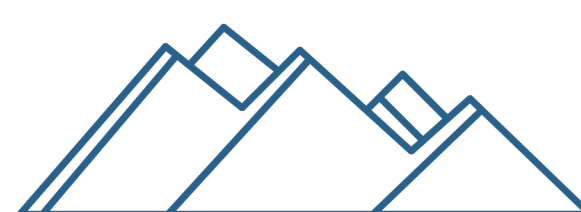
Permits & Cases

Q1 January to March 2024

	Submitted	Issued	Closed
Building Permits	21	16	46
Mechanical Permits	16	13	14
Siding & Window Permits	2	4	6
Roof Permits	4	3	0
Plumbing Permit	0	0	0
Electrical Permit	5	5	8
Solar Permits	5	5	0
Demo Permit	0	0	0
Grading Permit	1	0	0
Contractor Registration	26	24	
OWTS Construction Permit	7	1	2
OWTS Provider License	10	8	
Mobile Business Permit	0	0	
Septic Use Permits (TL1)	8	7	
Septic Use + Operating Permits (TL2+)	5	11	
STR Licenses	10	12	
STR Citations	0		2
Enforcement Cases	8		13
Temporary Use Permit	2		
Boundary Line Adjustment	1		1
Boundary Line Elimination	0		1
Board of Adjustment Variance	0		1
Local Landmark Designation	0		0
Misc. Payments	0		0
Total Records	131	109	94

Total Active Short-Term Rental Licenses: 150 (155 license cap)

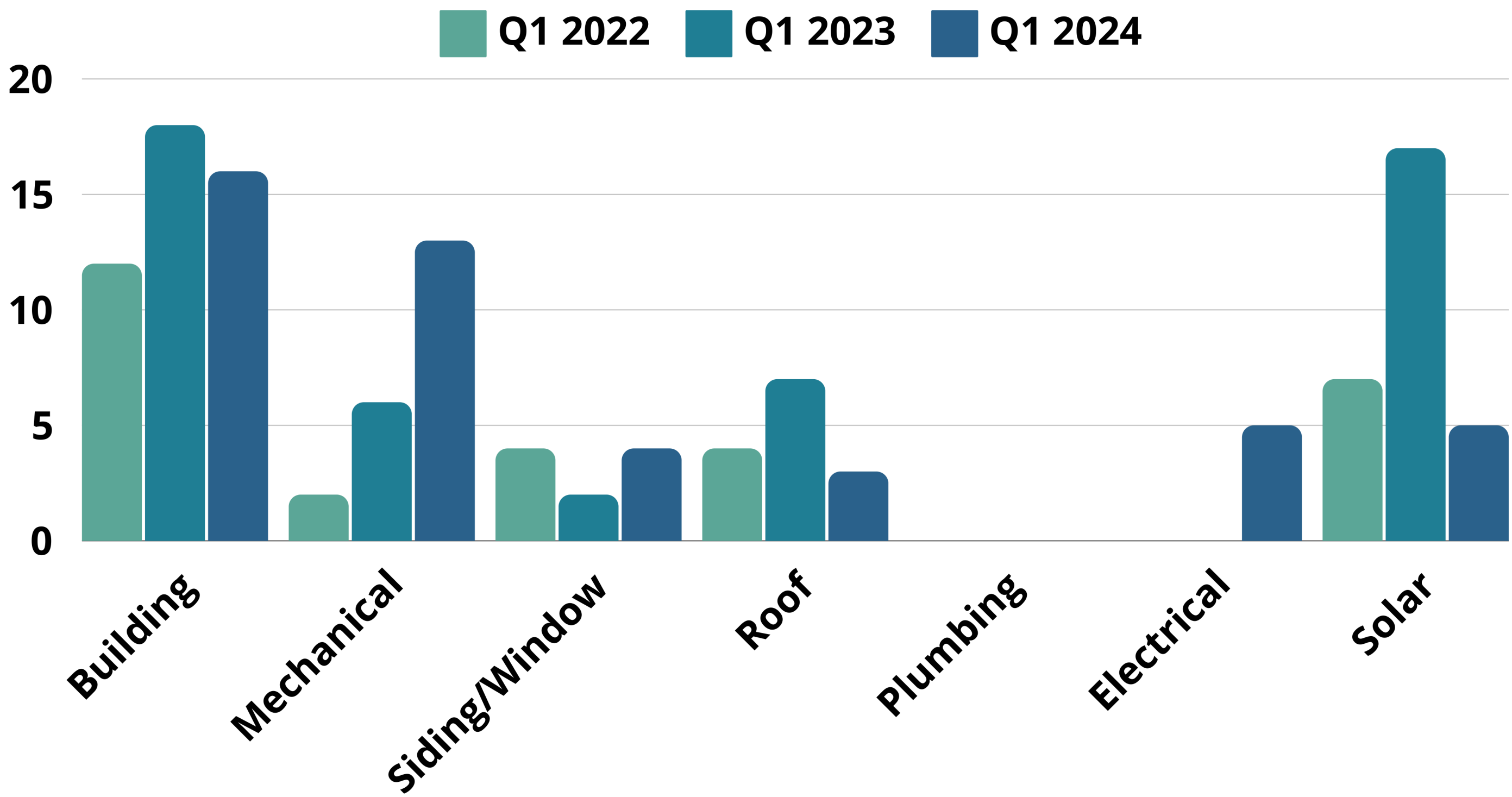
New Single Family Dwelling Permits Issued Q1: 6



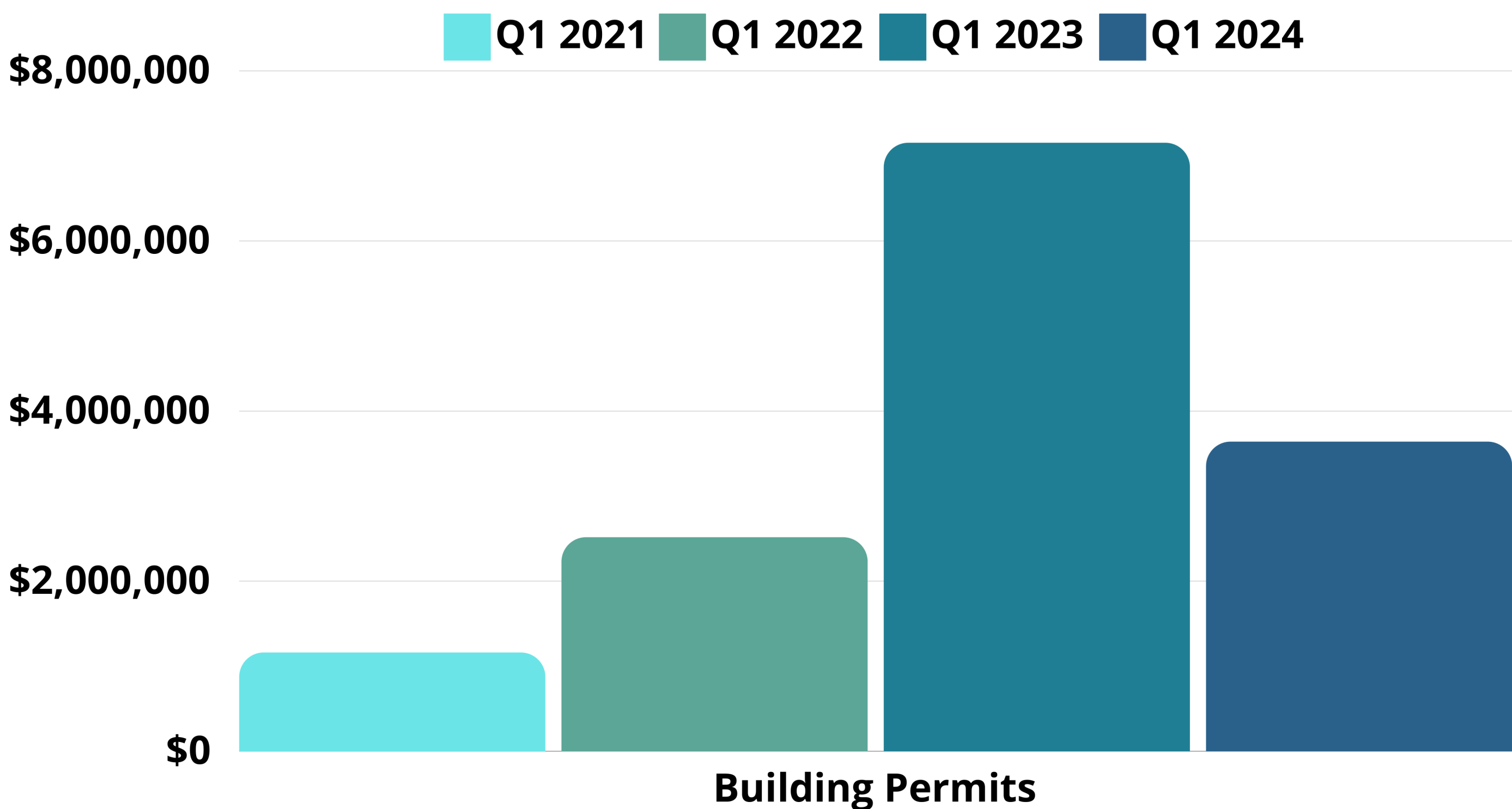
GILPIN COUNTY
COMMUNITY DEVELOPMENT

Permits Year Over Year

Permits Issued in the 1st Quarter



Building Permit Project Values in the 1st Quarter



Revenue & Expenditure

YTD Revenue thru February 29th, 2024

Revenue Line	Budget	Actual	Remaining Balance
4273 Code Enforcement Fines	\$6,000	\$200	-\$5,800
4562 Building Permits	\$298,000	\$6,195	-\$291,805
4592 Planning and Zoning Fees	\$200,000	\$34,277	-\$165,723
4651 Misc. Grants	\$200,000	\$0	\$0
Total	\$704,000	\$40,672	-\$663,328

YTD Expenditure thru February 29th, 2024

Expenditure Line	Budget	Actual	Remaining Balance
5112 Salary & Wages	\$312,427	-\$44,461	\$267,966
5142 Benefits	\$62,714	-\$9,201	\$53,513
5143 Retirement Expense	\$15,621	-\$2,223	\$13,398
5153 Employment Testing	\$0	\$0	\$0
5172 Office Supplies	\$2,000	-\$21	\$1,979
5173 Employee Recognition	\$200	\$0	\$200
5182 Operating Supplies	\$14,000	-\$50	\$13,950
5183 Grant Expense	\$0	\$0	\$0
5195 Professional Services	\$474,000	-\$16,736	\$457,264
5201 Meeting/Conference/TRG	\$5,600	-\$11	\$5,589
5203 Working Meal Budget	\$200	\$0	\$200
5212 Telephone	\$625	-\$44	\$581
5222 Postage	\$300	\$0	\$300
5232 Travel/Mileage	\$1,500	-\$49	\$1,451
5242 Ad/Legal Notices	\$1,500	-\$33	\$1,467
5292 Maintenance Contracts	\$22,500	-\$20,352	\$2,148
5382 Dues & Subscriptions	\$2,500	-\$101	\$2,399
5502/5504/5512/5522 Payroll Exp.	\$28,524	-\$5,355	\$23,169
Total	\$944,211	-\$98,637	\$845,574

Code Enforcement

Q1 2024 January to March

Department of Community Development



STR Violations

Closed STR Citations

None.

Open STR Citations

OR-23-4 Advertisement on AirBNB for a short-term rental campsite. Staff have been unable to pinpoint the property in question and cannot effectively issue a citation until the subject property is found.

General Violations

Closed CE Cases

CE-23-58 Public submitted case regarding unsafe usage of a county road, storage of grading material near the right-of-way and blocking of a county road. I spoke to public works regarding the unsafe usage and the material piles. The piles are on property that is privately owned. I advised the complainant that they should contact the Sheriff's Office regarding the road blockages.

CE-24-3 Staff submitted case for failure to obtain a septic use permit prior to property sale. Applicant received a warning letter and obtained the proper use permit.

CE-24-4 Staff submitted case for failure to obtain a septic use permit prior to property sale. Applicant received a warning letter and obtained the proper use permit.

Opened CE Cases

CE-24-1 Staff submitted case for failure to obtain a septic use permit prior to property sale. Currently working with the property owner to obtain the proper use permit.

CE-24-2 Staff submitted case for failure to obtain a septic use permit prior to property sale. Currently working with the property owner to obtain the proper use permit.

CE-24-5 Staff submitted case for failure to obtain a septic use permit prior to property sale. Awaiting response from property owner.

CE-24-6 Staff submitted case for failure to obtain a septic use permit prior to property sale. Awaiting response from property owner.

CE-24-7 Staff submitted case for potential camping, occupation of a structure w/out a certificate of occupancy, and trash/inoperable vehicle accumulation. A warning letter was generated and sent to the property owner on 3.21.24. On 4.8.24, the property owner responded that he was removing the excess wood/steel piles (he works as a hauler of these materials), he was not living on the property, and that the vehicles observed were actually on his neighbor's property. I will follow up on his neighbor's property and revisit this case when he notifies me that the scrap has been removed.



Code Enforcement

Opened CE Cases Continued

CE-24-8 Staff submitted case for potential camping on the property. Warning letter was sent on 3.21.24. The property owner, Mr. Shaw, called the office on 4.2.24. He stated he was not living on the property, the camper he was going to stay in had cut loose and rolled down into a ravine, the subsequent deep snow buried the RV for a significant amount of time. Mr. Shaw had actually been living in Longmont, he expressed a desire to live on the property to which I advised him of his options. On 4.9.24, I assisted Mr. Shaw with submitting a camping permit. I will check back on the property on 5.15.24.

CE-23-45 I have been actively communicating with public health, and the property owners to reach a resolution.

CE-23-48 No progress has been made towards resolution. All events, letters, photos, and related documents are being compiled into a comprehensive timeline for the County Attorney's office.

CE-23-54 No progress has been made towards a resolution. A Notice of Violation was drafted, recorded, mailed, and posted onsite on 3.6.24. One of the property owner's reached out on 3.11.24 regarding the recent NOV, they seemed unaware that the initial court date that was scheduled for 12.13.23 had fallen through due to a clerical error. A timeline of events, photos, and documents were drafted for submittal to the County Attorney.

Current Actions Related to Short-Term Rentals

STR Rental Sites

Airbnb, VRBO, HomeToGo, and other related STR sites are being monitored regularly. New STR listings are watched and verified for licenses.

STR Waitlist

Staff continues to monitor licenses to open new spots accordingly. Monthly letters with new applicants are released.

CSU Extension Quarterly Report for BoCC

Our Mission

CSU Extension in Gilpin County helps mountain residents improve their quality of life by offering a website, classes and programs that provide unbiased, research-based information on forestry, wildfire, wildlife, mountain gardening, noxious weeds and many other issues. Our 4-H program helps youth develop life skills through hands-on experiences and leadership opportunities.

This report is for January - March 2024

- Direct Educational Contacts – 129 adults
- Educational Events (webinars, workshops) - 1
- Digital Outreach - 3 Newsletters; 58 Facebook Posts)

Choosing Sustainable Landscapes - Weed Management and Natives (Jennifer Cook, Director)

- County Noxious Weed Manager duties
 - Awarded \$2538 CO Department of Agriculture 2024 Noxious Weed grant in partnership with Jefferson County Conservation District, who are administering grant funds.
 - Updating Gilpin Noxious Weed Management Plan and ordinance
 - Serve on Advisory Board for Colorado Weed Management Association.

Forest Wildfire Mitigation and Emergency Prep (Jennifer Cook, Director)

- Held Mountain Pine Beetle workshop – 30 participants (1/10/24)
- Partnered with CSU to provide an AmeriCorps summer position to work with Timberline Fire mitigation projects. [Job posting here](#).
- Co-leading CWPP update with Sheriff Armstrong and Melissa Lewis.
- Engaged with Clear Creek Watershed and Forest Health Partnership (CCWFHP).
- Partnering with CCWFHP on NOCO National Forest Foundation grant for fire mitigation staff to be shared with Clear Creek County.
- Serving on Coal Creek Canyon Community Wildfire Protection Plan (CWPP) development team.

Healthy Homes and Radon Mitigation (Jennifer Cook, Director)

- Partnering with Public Health to provide technical assistance and [free radon test kits](#)

Gardening/Growing Food (Jennifer Cook, Director)

- Coordinate Gilpin Community Garden for 2024 and planning garden events.

- Manage 4 Master Gardeners and 2 Apprentices for 2024. Coordinate meetings and volunteer opportunities. Planning Plant Sale and other garden events.

Extension Part-Time Office Assistant (Becky Osteboe)

- Assisted with the Mountain Pine Beetle Workshop held in January.
- Filmed and edited (to be published this spring) an Evergreen Identification video detailing the differences between Lodgepole pines, Ponderosa pines and Douglas fir trees.
- Attended and successfully completed professional development CSU Extension Green School to become a Certified Colorado Gardener (finished 5-month program in March, 2024). Also attended 2 CSU Extension Jefferson County master gardener labs in correlation with my studies for CSU Green School.
- Finalized creation and production of a Noxious Weeds of the Week mp4/social media campaign to be launched in May, 2024 detailing 12 of Gilpin County's most prevalent and invasive noxious weeds.
- Compiled/created a Wolves of Colorado unit with activities for kids for summer camp, supplemental informational material including Facebook posts and a flyer for the upcoming wolf workshop to be held April 18, 2024. Obtained various visual/tactile props (wolf and coyote scat and track molds) to be used in correlation with the workshop and in a wolf display at the Gilpin County Public Library.
- Prepare all Community Garden documents/process gardener applications for the upcoming 2024 gardening season.
- Ensure up-to-date Gilpin Extension budget reconciliation.
- Increase social media (Facebook) presence and response as well as continue to update/improve Gilpin Extension website and listserv.
- Address social, email and website questions and comments or forward them to Jennifer as needed.
- Provide front-facing aid for walk-in patrons, phone calls, grass and wildflower seed purchases and any other patron needs. Maintain consistent office hours to best serve Gilpin County residents.

Youth Development

Gilpin Archwood Club 4-H (Krystal Meyer, Volunteer 4-H Leader)

- Gilpin Archwood 4-H is led by volunteer adult leaders.
- 15 enrolled club members currently.
- In this quarter, we held a 4-H meeting and project work days for archery, fashion, and leather crafts.

Facilities Department Report Q1 FY2024



Summary

Between January and March of 2024 the Facilities Maintenance Department has continued to support the ongoing maintenance needs of the County. During Q1, projects have been contracted, some completed, many with work active. Facility winter operations were ongoing, as well as regular maintenance task within the maintenance and custodial divisions. Hiring has continued to be a struggle for the maintenance technician positions. The maintenance division has continued to operate with only 2 staff members to cover all maintenance requirements. Applicants are few for the technician position, and the one offer extended to a qualified individual this year so far was turned down.

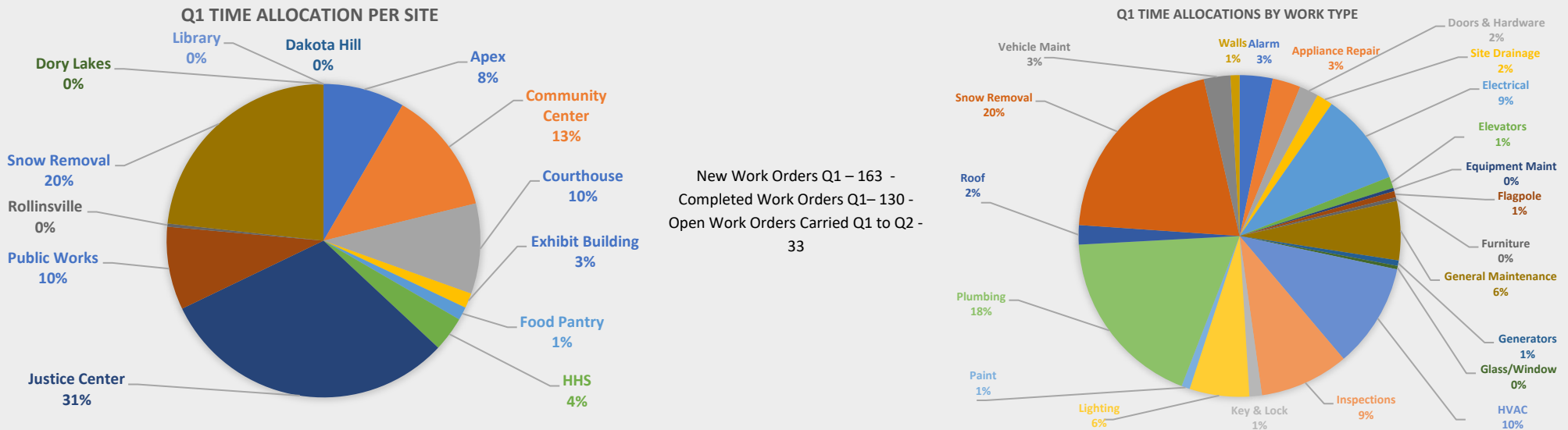


Key Highlights

- Major capital projects contracted and underway
- Well pump replacement project complete
- Credential lock project complete
- IT office complete
- Roof materials on site
- Maintenance team managed major snow events
- Open Custodian I position filled
- Lost one Maintenance Tech I position, leaving two open Maintenance Tech I positions open currently.



Maintenance



Facilities Department Report Q1 FY2024



Projects Summary



Project Milestone to Date

For 2024 there are eleven main projects that had been approved in the Facilities Budget and are being implemented and managed by the Facilities Department: Treasurer's Office Space, Justice Center Low Slope Roof Replacement, Community Center Roof Top Unit Replacements, Old Courthouse Front Porch Decking, Community Center Low Slope Roof Replacement, Food Pantry / Community Center Annex, Multiple Site HVAC Replacement, Multiple Site Engineering Services, Main Campus Well Pump Replacements, Multiple Site Fire Systems Replacement, and Dakota Hill Lightning Protection System Repairs.

There are two other projects which have rolled over from 2023 to 2024 and are either ongoing or complete:
 Credential Lock System, Dory Lakes Pump System.

There are three smaller projects, or purchase authorized:
 Tree Removal at Dakota Hill, Building ADA Assessments, and a New Range Top Oven for the Jail Kitchen

• Waiting for Initial Phase Completion

- Dory Lake Pumps Construction
- Lightning Protection System Repairs Dakota Hill

• RFPs Open/Active Soliciting

- Tree Removal Dakota Hill
- Renovations Treasures Office
- Jail Kitchen Range Top Oven
- ADA Assessments

• Work In Process

- Food Pantry A/E Services
 - Design Complete – Starting construction drawings
- Dory Lake Engineered Plans
 - Plans complete - RFP for construction being drafted
- Community Center RTUs
 - Units on Order. Work will start in Summer '24
- Courthouse Front Deck Entrance
 - Exploratory Demo complete – Boards and material being milled
- Community Center Low Slope Roof
 - Material onsite 4/11/24 – Work beginning start of May
- Justice Center Low Slope Roof
 - Material Onsite 4/11/24 Work beginning start of May
- Multiple Site HVAC Replacement
 - Onsite work begun 4/10/23 at Courthouse
- Multiple Site Engineering Services
 - Kick off 4/10/24
- Multiple Site Fire Safety Systems Replacement
 - Plans began submittal for review 4/5/24

Complete

- ('24)
 - Main Campus Well Pump Replacements
- County Wide Credential Lock System ('23)
 - Community Center Flooring
 - Jail Fridge Freezer
 - Apex Renovations
 - Jail Pod Carpet
 - Barn Heaters
 - FCA Reports



Project Timelines

Project	Oct '22	November	December	January '23	February	March	April	May	June	July	August	September	October	November	December '23
Dory Lake Engineering	RFP Process		Proposal Review/Award		Contract Negotiations			Work Ongoing / Design Drawings Under Review Complete by March 2024							
RTU Replacement Community Center	Budget Confirm/Price Renewal			Contract Negotiations			Work Ongoing – Units on ordered - Completion/Install Summer 2024								
Courthouse Window Restoration	RFP Process & Proposal Review				Stopped/Deferred										
Card/Credential Locks	Initial Work at JC (through OEM/SO) needed before confirming equipment to release RFP for county wide retrofit of compatible equipment				RFP		Contracting			Work Ongoing – Only Staff Training Remaining – Complete by Feb 2024					
Apex Office Renovations					Gathering Quotes			Contracting			Work		Complete		

Facilities Department Report Q1 FY2024

FCA /Reserve Reports	RFP	Work																				
Jail Pod Carpet Replacement						Gather Quotes				Work		Complete										
Jail Walk-In Fridge/Freezer Replacement						Gather Quotes				Work					Complete							
Apex Cistern							Solicit/ Contract		Work/ Completion													
Community Center Flooring													RFP	Evaluation/ Award/ Contract		Work						Complete
Multiple Site Fire Alarm System Replacement													RFP			Evaluations						Award/Contract
Multiple Site Engineering													RFP			Evaluations						Award/Contract
Multiple Site HVAC													RFP			Evaluations						Award/Contract
Food Pantry Architect/Engineer Plans – Construction Drawings													RFP			Evaluations						Award/Contract
Dory Hill Campus Water Infrastructure – Well pump Replacement													RFP			Evaluations						Award/Contract
Historic Courthouse Front Porch Decking Replacement													RFP			Evaluations						Award/Contract
BOCC Gallery Seating													RFP			Evaluations						Stopped/ Deferred
Community Center Low Slope Roof													RFP			Evaluations						Award/Contract
Justice Center Low Slope Roof													RFP			Evaluations						Award/Contract

Facilities Department Report Q1 FY2024

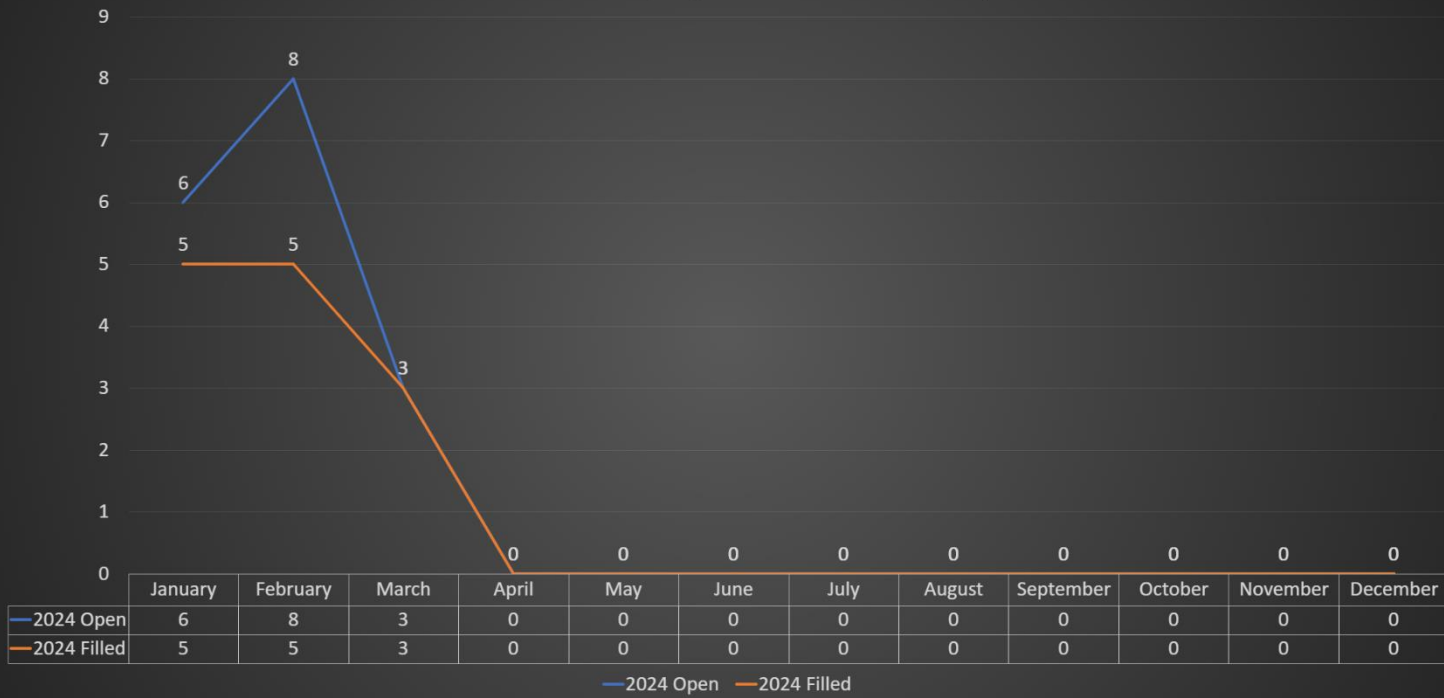
Project	Oct. '23	November	December	January '24	February	March	April	May	June	July	August	September	October	November	December '23	
Dory Lake Engineering	Work Ongoing / Design Drawings Under Review Completion due by end of March 2024						RFP for Construction	Evals and Award	Construction						Anticipated Construction Completion	
RTU Replacement Community Center	Work Ongoing – Units on order- Completion/Install Summer 2024											Anticipated Completion	Warranty Monitor			
Card/Credential Locks	Work Ongoing – Completion Due March 14th					Complete	Warranty Monitor									
Apex Office Renovations		Complete	Warranty Monitor													
Jail Walk-In Fridge/Freezer Replacement	Work Complete	Upon Completion – Discovery of Flooring issues	Gather Quotes For flooring repair	Contracted for Flooring Repairs	Work Start March 24th for flooring repairs – completion by mid-May			Anticipated Completion of Floor Work								
Multiple Site Fire Alarm System Replacement	Evaluations/Award		Contracting		Work Ongoing				Anticipated Completion			Warranty Monitor				
Multiple Site Engineering	Evaluations/Award		Contracting			Anticipated Work						Anticipated Completion				
Multiple Site HVAC	Evaluations/Award		Contracting		Work Ongoing				Anticipated Completion			Warranty Monitor				
Food Pantry Architect/Engineer Plans – Construction Drawings	Evaluations/Award		Contracting		Work ongoing of Task 1-3 (Task to complete delivery of construction drawings)			Anticipated Completion of Task 1-3 (Construction Drawings Due)	RFP for Construction		Construction Proposal Evals/Budgeting					
Historic Courthouse Front Porch Decking Replacement	Evaluations/Award		Contracting		Work Ongoing				Anticipated Completion	Warranty Monitor						
Community Center Low Slope Roof	Evaluations/Award		Contracting		Work Ongoing				Anticipated Completion	Warranty Monitor						
Justice Center Low Slope Roof	Evaluations/Award		Contracting		Work Ongoing				Anticipated Completion	Warranty Monitor						
Main Campus Well Pump Replacements	Evaluation/Award		Contracting		Work Ongoing		Complete	Warranty Monitor								

Finance Department Quarterly Report

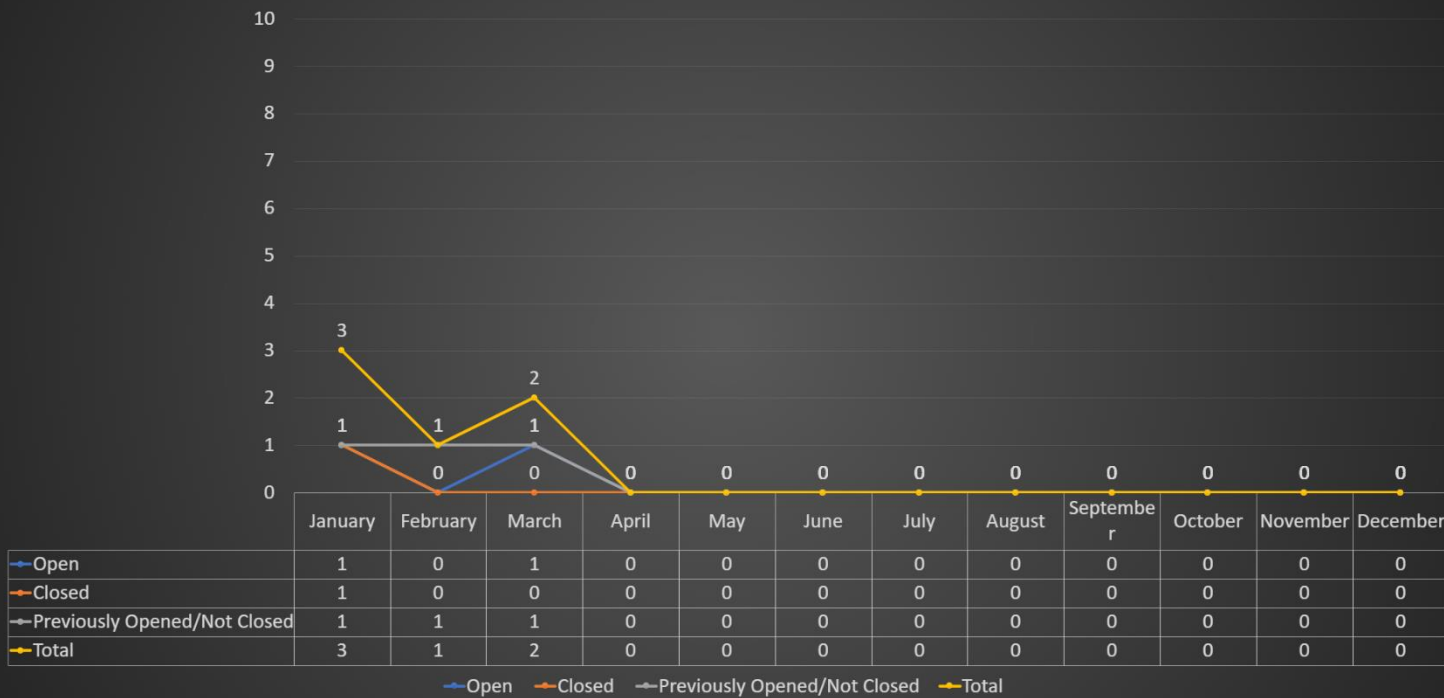
Quarter 1, 2024

- Work on the Cost allocation plan started
- Work on the audit with Hinkle started
- UKG implementation has been challenging, but we expect a go live date of May 11th 2024
- P-Card process continues to move forward
- Financial analyst position was approved and interviews have started

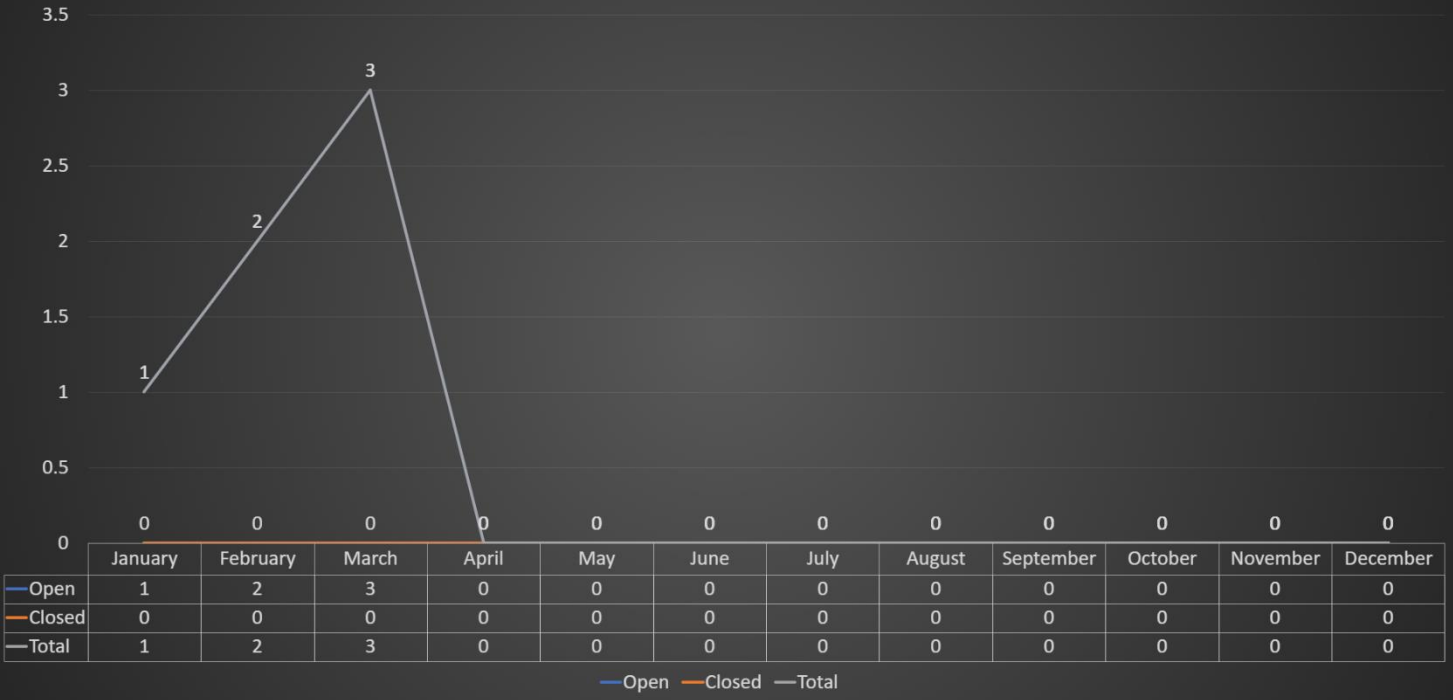
2024 # of Job Reqs Opened and Closed Monthly



FMLA 2024



ADA 2024

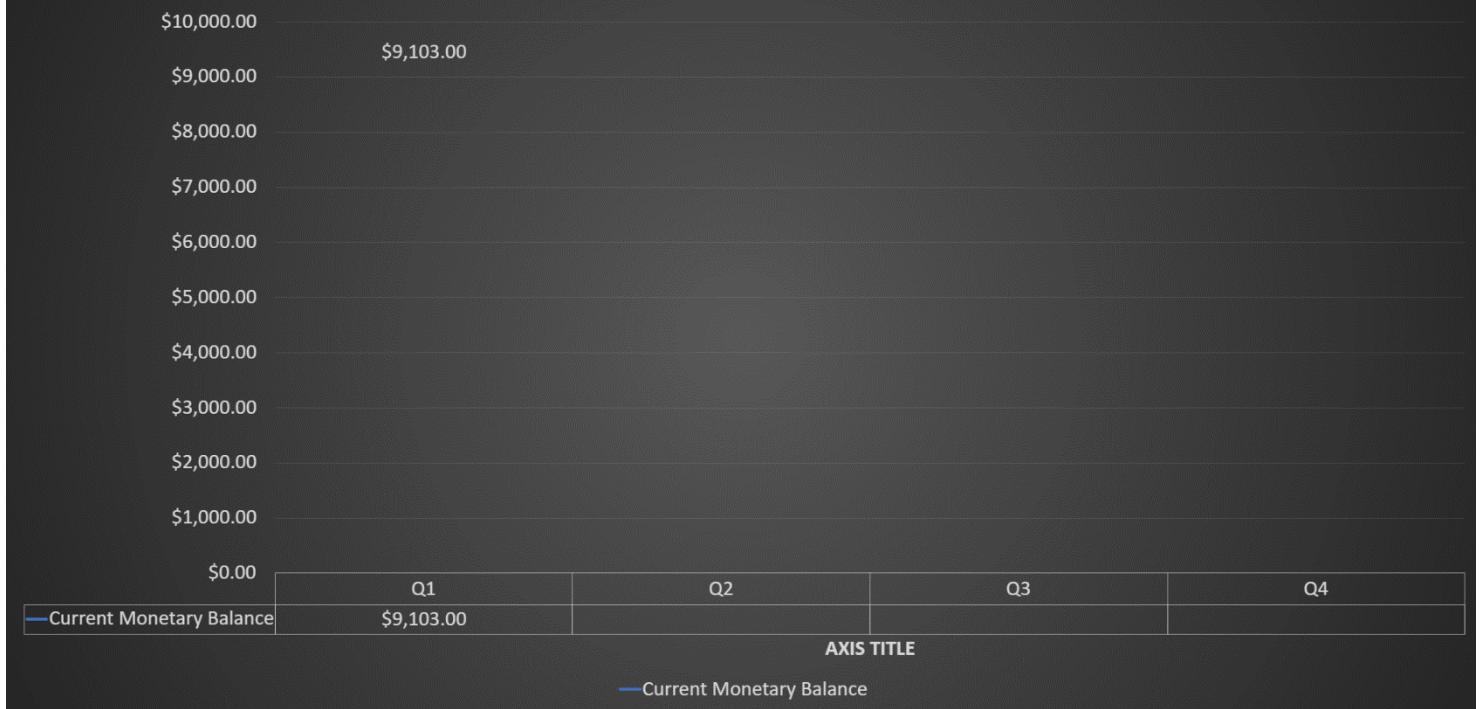


Sick Leave Donated/Requested 2024



*No employees requested sick leave donation this quarter.

Sick Leave Donation Current Monetary Balance 2024



Current position vacancy rate 9% an increase of .54% over last quarter (excluding volunteer positions)

Training

- Countywide 1st Amendment Auditor training
- Phishing and Cyber Training opportunities
- Management / Supervisor Training - setting date
- CPR / AED trainings

Short-Term Goals:

- Scheduling multiple trainings for this year
- HR Record and data transfer to new system post setup (in progress)
- Volunteer Procedures, Guidelines and Insurance
- Recruitment videos for SO, Facilities and Countywide
- Summer Picnic (in progress)
- Thank you, meal, for first responders (in progress)

Long-Term Goals

- Employee engagement survey (HRQ survey was positive)
- Formal Ongoing Training Calendar
- Recruitment, retention and employee engagement opportunities
- Organizing HR drive information (in progress)

Completed Items this Quarter

- UKG timeclock installation, worked with Departments on location, Facilities on installation, and IT and UKG on setup
- Ongoing UKG setup and implementation
- Safety Committee Meeting February
- HRA 2023 Reconciliation Meetings with CEBT and employees
- CEBT utilization meeting
- County Manager Performance Reviews
- Staffing Study / leadership staffing recommendations cost analysis, researched Chief Deputy Coroner pay rates, and other proposed positions

- Updated holiday schedule for 2024
- Volunteer report / volunteer end of year updates
- CRA group and individual retirement meetings with staff
- Attended Sheriff's Office listening session
- Meet with Finance and Public Works on timekeeping and UKG items
- Prepared position analysis for public works and sheriffs' office to show difference between Graves and
- Staff continued to perform UKG Training
- UKG Company Tab / working on creating a dashboard
- 2024 MVR Reports for all employees
- Track and Save 2023 Evaluations
- IT Specialist Matrix
- IT Specialist Interviews
- Worked with Sheriffs Office on updating Dispatch Supervisor job description
- Worked with Sheriffs Office and Attorney on new changes to employment agreements, moved from three years to two years under state law
- Worked with Facilities and the County Managers Office on Facilities Worker position
- Worked with Public Works and the County Managers Office on a Office Assistant over hire
- CTSI 5-year loss analysis
- Unemployment Claims: II
- Assisted OEM with recovery costs providing hourly rates and benefited rates for all employees who provided Emergency support
- Employee Relation Items III
- Updated all job announcement and new hire announcements with new rules for Colorado pay equity law
- Developed, scheduled, performed and scored testing for Public Works Office Assistant position
- Tracked and delivered county hats for Employee Appreciation Day
- Multiple job flyers created and shared on social media and around the county
- Update Ascentis with multiple changes including new policies, and documents
- Distributed new Colorado labor posters
- Health & Wellness Meetings
- Steps Challenge wrap up and prizes from Q4 2023
- Annual voluntary life increase letters to employees
- CEBT worked on getting 4 grandfathered employees approved in new Standard plan and accurate on billing
- Q1 randoms
- One post-accident testing
- Business cards, created tax exempt account with vista print, created templates for employee cards and ordered cards, started to create the process for ordering new cards in the future
- Library merit increases processed
- Audit of HR and payroll records for employees after open enrollment
- Multiple payroll corrections from audit
- Setup access to Standard website for HR team
- Corrected HRA 2024 funding errors (found incorrect amounts on cards for employees)
- Had to maintain employee records in three systems until go live of HR in UKG
- Medicare Part D letters to employees
- Medicare online certification
- Created 2024 H&W budget tracker
- Updated all job descriptions with new rules for Colorado pay equity law
- Working on goal for 2024 organize HR drive several more folders completed
- Election judges for first election in 2024, cbi checks, mvr checks, add new in UKG,
- Worked with CEBT to correct STD error on bill for Elected Officials
- Created presentation to invite new members to join Health & Wellness team
- Created HR Instagram account
- Completed mandatory reporter training for Child and Elder Abuse
- Completed compliance in CEBT annual CAA report submitted

- Completed compliance in CEBT annual 1094 report submitted
- Student Loan Resource Training



Gilpin County Human Services
15193 Highway 119
Black Hawk, CO 80422
303-582-5444 (phone)
303-582-5798 (fax)

Gilpin County Human Services

1st Quarter Update

State Fiscal Year – 3rd Quarter

Director: Janey Barker

State numbers are for January, February, March 2024 (normal state spending % should be at 75%)

County numbers are for January, February, March 2024.

SFY 24: State Fiscal Year July 2023 – June 2024

Child Welfare and Adult Protection:

*** CW - SFY 24: Allocation: \$389,948; 56.39% for spent Child Welfare, Core Services Allocation \$78,278; 17.43% for Core**

- Children in out of home placement: 2
- Children in Relative Guardian Homecare: 3
- New Reports of Abuse or Neglect: 25
- Reports Assigned High Risk: 1
- Reports Assigned Family Assessment Response: 4
- Family Assessment Response w/ Services: 0
- Cases non-court involved: 0
- Cases Court involved: 3
- Number of Unhoused Families in Cases: 1
- Number of Unhoused Families in Referrals: 0
- Number of Unhoused Families in Assessments: 0
- Number of Children impacted by Gaming: 0

*** APS - SFY 24: Allocation: \$30,000; 93.51% spent**

- New Adult Protection Reports: 9
- Reports Assigned: 1
- On-going Cases: 0
- Guardianship Cases: 0
- Number of Unhoused Adults in Cases: 0

Community Benefits:

***SFY 24: Allocation: TANF: \$95,580, 69.09% spent, Child Care Assistance Program: \$130,195, 72.77% spent, County Admin: \$157,002, 117.48% spent**

- # Of Electronic Benefits Cards issued: 55
- New Benefits Applications: 242
- Redeterminations of Benefits: 661
- Basic Cash Assistance Participants: 8
- Diversion:8
- Child Care: 33
- Medicaid Participants: 802
- Long Term Care Participants: 29
- Adult Financial Participants: 15
- Food Assistance Participants: 355

Child Support Services

40/60 FTE shared with Clear Creek County

- # of cases 77
- # of cases with Support Orders 66
- Percent of cases that have current support paid 64.9%
- Monthly Child Support Collections \$15,147.80

Emergency Assistance Funding:

- Budget: \$20,000; Spending through February 2024 \$1,767.83;
- Housing - 1

Senior Services and Transport:

- Meals on Wheels: 44 Participants (avg 15/mo), 723 Meals Delivered (avg 241/mo)
- Market Meals: 18 Participants (avg 6/mo)
- Congregate Lunches served: 133 Participants (avg 44/mo), 561 Lunches served (avg 187/mo)
- Transportation: Participants 72 (avg 24/mo), 337 Trips (avg 112/mo)

Veterans:

- Number of Contacts: 202
- Appointments: 16
- Transports: 19
- Seniors: 26
- Homeless: 4

Food Pantry:

- # of Households Served:1,199 (Unique 393)
- # of Individuals Served: 2295 (Unique 793)
- # of Homeless 3
- # of 17 & below: 68

- # of 60 & above: 198
- Donation balance through March is at \$43,053.81

Open Positions in Human Services:

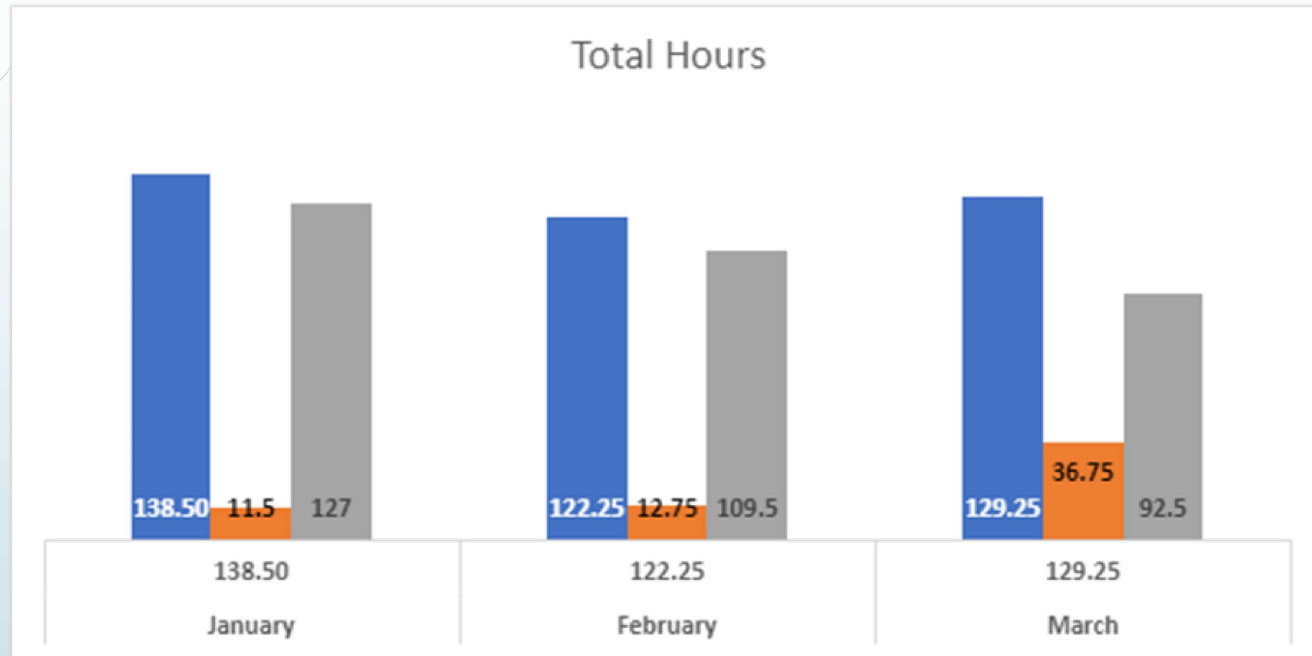
Senior Services Part-time Aide



Gilpin County IT

2024: Quarter One Report

IT: Total Hours



2024 Onsite Hours, To Date: 329

2024 Remote Hours, To Date: 61

2024 Total Average Hours Per Month, To Date: 130 (Remote and Onsite)



IT: Projects | Focuses

(In Addition to Regular IT Support)

- Deployment of new Justice Center software
 - Training Room set-up
 - Install new software on all computers
- Computer Replacement Cycle
- GIS network changes
- Network connections for new door software (County-wide)
- Network connection for new video software (Justice Center)
- Dispatch console expansion
- Planning for new body scanner (Justice Center)
- VSPC Set-up
- Begin work on new time-clock system (County-wide)



PARKS & RECREATION

1ST QUARTER REPORT 2024

Package Name	Entries
\$3 Resident Lunch Workout	151
\$5 Non-Resident Lunch Workout	4
Guest Non-Resident Adult	485
Guest Non-Resident Child	18
Guest Non-Resident Senior	14
Guest Non-Resident Youth	19
Guest Resident Adult	390
Guest Resident Child (0-3)	21
Guest Resident Senior	77
Guest Resident Youth	361
Non-Resident Adult 3 Month	1
Non-Resident Adult Drop In Punch Card	4
Non-Resident AGE 4+ 3 Month	64
Non-Resident AGE 4+ Annual	47
Non-Resident AGE 4+ Drop In Punch Card	171
Non-Resident Senior Drop In Punch Card	5
Non-Resident Youth Drop In Punch Card	5
Resident Adult 1 Month	190
Resident Adult 3 Month	698
Resident Adult Annual	351
Resident Adult Drop In Punch Card	442
Resident Senior 1 Month	31
Resident Senior 3 Month	176
Resident Senior Annual	108
Resident Senior Drop In Punch Card	191
Resident Youth 3 Month	33
Resident Youth Annual	12
Resident Youth Drop In Punch Card	41
SCHOLARSHIP Senior 1 Month	30
SCHOLARSHIP Senior Drop In Punch Card	12
Active & Fit -	1
Renew Active -	617
Silver & Fit -	57
Silver Sneakers -	908
Tivity Prime -	9
Gilpin Ambulance -	17
Timberline Fire Department -	33
Century Casino Employees	10
Volunteer Instructor Pass -	2
Senior Lunch Count	434
Total Entries	6240
Unique	857

Membership

Activities:

Workout
AquaFit
Stitchers
Pickleball
Basketball
Swim

Classes/Programs/Events	Visits
Cardio Dance with Dania	14
Yoga with Linza	132
Senior Fit with Linza	261
Pilates with Lynn	93
Pottery Independent Study	27
Private Swimming Lesson	4
Taekwondo	84
Youth Camp	904
Eagles Teen Program	553
Daddy Daughter Dance	94
Easter Egg Hunt and Dive	296
Parent's Night Out	31
Total Visits	2493
Enrollment Activities	Enrolled
Adult Volleyball	24
Youth Basketball League	56
Youth Basketball Camp	17
Swim Lessons	48
Pottery	25
Zoombonis Ice Skating Camp	10
Total Enrolled	180
External Rentals/Room Reservations	14



Youth Basketball League



PARKS & RECREATION

1ST QUARTER REPORT 2024

Highlights and Events!
Daddy Daughter Dance
Easter Egg Hunt & Dive
Reunification Training – School and SLT
Applied for Colorado Trust Grant
Updated Fee Schedule

Zoombonis Ice Skating Camp



Daddy Daughter Dance

Stitchers



Usage Summary	Total Entries*	Unique Users
Quarter 1	8733	857
Total		

*Total entries equals membership and youth program check-ins at the Community Center. This does not include an accurate count of events, outdoor leagues, meetings, session enrollments or rentals.



Eagles Teen Program Preps Mountain Backpacks



Winter Volleyball

Budget Summary			
	2024	YTD March 31, 2024	
	<u>Adopted</u>	<u>Actual</u>	<u>Variance</u>
TOTAL REVENUE	\$2,034,419	\$100,955.16	\$1,933,463.84/ 4%
TOTAL EXPENDITURES	\$2,709,001	\$413,933.16	\$2,295,067.84/ 15%

Gilpin County Public Health Quarterly Report

January-March 2024

Submitted 4-22-2024 by Alisa Witt, Public Health Director

- **Community Health Improvement Plan**

- The updated 2024-2028 Gilpin County Public Health Improvement Plan was approved by the Board of Health at the March 7th meeting and submitted to CDPHE.
- The report is now available on the PH webpage on the county website and was distributed to all key-informants and partner agencies

Six Health Priorities for the years 2024-2028 are outlined in this plan:

- Radon awareness and mitigation
- Tobacco and nicotine addiction
- Safe drinking water
- Behavioral health
- Communicable disease prevention
- Environmental contamination (septic systems and lead)

- **Radon Awareness and Mitigation**

- January was radon action month. Grant money to pay for 4 months of educational advertising in the Mountain Ear which greatly increased the number of residents who ordered a free radon test kit through a vendor website.
- The website then sent us reports of all residents who ordered and completed testing their homes for Radon.
- Our office then both emailed and called every resident whose home tested higher than the EPA action level and offered them information about mitigating their home and options for the low-income mitigation program through CDPHE.

- **Tobacco and Nicotine Addiction**

- We successfully applied for and received the STEPP Grant (State Tobacco Education and Prevention Partnership) through CDPHE. This will give PH an additional \$50,000 per year in funding.
- This money is being primarily used to offset the Community Health Specialist position and she will be leading the efforts required at our 2 local schools. This work will begin July, 2024.

- **Safe Drinking Water**

- For all of 2023, we processed 94 water samples, which is about 20% down from pre-Covid levels.
- We are investigating the option of offering an addition test in our water lab for nitrates and nitrites. This would be presence/absence only as in our bacterial tests, but would give an indication to homeowners if further testing was warranted for quantity.

- It is recommended that all private wells are tested annually. Outreach education to the community is planned for the Spring 2024.
- **Behavioral Health**
 - The Public Health Director meets regularly with Jefferson Center and manages the relationship for the county. Continuing to monitor service enhancement and any issues with performance and coordination
 - Gilpin Cares: Initiative to assist first responders from all agencies in Gilpin County to understand the resources and programs available for our most vulnerable residents.
 - Third lunch meeting on 4/17 very well received- more meetings to come.
 - Partnering with all 1st responder agencies, Human Services, and Jefferson Center, Suicide coalition who is sponsoring our lunches.
 - We have a new tool almost finalized for all 1st responders “The Connector” will have all pertinent information about support programs and services they can pass long to our most vulnerable residents. There will be a corresponding webpage soon to be published.
- **Communicable Diseases**
 - Public Health investigated several communicable disease cases this quarter to ensure there is adequate mitigation of spread. Cases included several gastrointestinal illnesses, an infant with pertussis (whooping cough), and several domestic pet animal bites. All cases remained controlled and were documented through the state database.
 - The Public Health team is working with Rebecca Hermann from CDPHE who is our Field Epidemiologist on disease investigations and follow-up trainings and reporting.
 - PH is actively looking to partner with Clinica or another agency to provide routine and seasonal vaccines to our residents.
 - The goal is to be ready for back-to school vaccine clinics and the seasonal respiratory illnesses vaccines this fall, which are flu, RSV and Covid vaccines.
- **Community Engagement**
 - We are now meeting monthly with the Community Engagement Officer to plan educational and information messages to be posted on the County Website and Social media pages
 - In process of developing a seasonal calendar for announcements, promotion of engagement and education to the public
 - Gilpin School Engagement
 - Healthy Kids Colorado Survey: For the very first time, this important survey was implemented to all eligible 7th thru 12th grade students on January 18th, 2024. 35 students participated. This low turn-out was expected due to the opt-in model that was used. The survey will come around again in 2026 and we will propose opt-out to support a larger number of students who participate.

- Public Health Advisory Board has now been reclassified as the Public Health Collaboration Committee. The group of 7 volunteers now meets every other month to assist with progress towards our Community Health improvement plan priorities.

- **Environmental Health**
 - Retail Food
 - Our EHS is almost caught up with inspections carryover from last year, when he was still in training. He expects to be fully current by end of May.
 - We routinely follow-up on any complaints regarding possible food born illness or concerns about restaurant sanitation.
 - OWTS (Septic)
 - Working with Community Development on issue resolution
 - Planning for direct mail and social media campaign to bring all residents with higher level treatment systems into compliance with having maintenance contracts on file with the county.
 - Lead Contamination
 - Things appear to be stalled with the EPA Superfund site and CDPHE's lead testing initiatives. Alisa following up.

- **Funding Updates**
 - Received approval for the STEPP tobacco grant and are expected to be awarded \$50,000 for the next 2 grant years. \$25,000 will be received for July 1 2024-June 30, 2025.
 - Monthly meeting are taking place with the County Grant Manager to review compliance and activities for the 12 public health grants, task orders, and funding contracts.



Gilpin County Treasurer & Public Trustee
PO Box 368, 203 Eureka St
Central City, Colorado 80427
303-582-5222

April 11, 2024

Gilpin County Board of Commissioners
Central City, CO. 80427

FOR: BOCC Meeting

Dear Board of Commissioners:

Attached is a complete report of all funds collected and disbursed through the office of the Gilpin County Public Trustee for the 1st quarter (January, February, March) of 2024.

The 1st quarter payroll totals \$985.69 and vouchers totaling \$14.00. I have issued check# 005570 to the Gilpin County Board of Commissioners in the amount of \$999.69 dated April 8, 2024 from the Operating Account for deposit to the Public Trustee Salary Fund in the County General to cover the 1st quarter payroll and vouchers. It has been deposited.

If you have any questions regarding this report, do not hesitate to contact me.

Respectfully Submitted,

Mary R Lorenz
Gilpin County Public Trustee

Encl.



Gilpin County Treasurer & Public Trustee
PO Box 368, 203 Eureka St
Central City, Colorado 80427
303-582-5222

April 8, 2024

To Gilpin County BOCC

RE: 1st Quarter 2024 Public Trustee Report

For the 1st quarter the Public Trustee's office processed:

Release of Deeds of Trust	46
	48 1 st Quarter 2023
	162 1 st Quarter 2022
Foreclosures – started	1
	3 1 st Quarter 2023
	1 1 st Quarter 2022

Mary Lorenz, Treasurer & Public Trustee – mlorenz@gilpincounty.org

Daurice McMillan, Chief Deputy Treasurer & Deputy Public Trustee – dmcmillan@gilpincounty.org

website: gilpincounty.colorado.gov

GILPIN COUNTY PUBLIC TRUSTEE
MONTHLY BALANCE WORKSHEET
1ST QUARTER 2024

Bank Balance: December 31, 2023 \$ 3,369.36

INCOME:

Foreclosures	\$	650.00
Releases	\$	684.00
Interest	\$	-
Long/Short	\$	-
Misc. - Releases	\$	-
Total Income:		\$ 1,334.00

DISBURSEMENTS:

Clerk Fees	\$	44.00
Advertising	\$	514.08
Redemp/Cure - Out	\$	-
Refunds	\$	85.74
eRecord	\$	60.00
eFile	\$	300.00
Misc. - Foreclosure	\$	28.65
Payroll/Vouchers	\$	1,892.52
Total Disbursements:		\$ 2,924.99

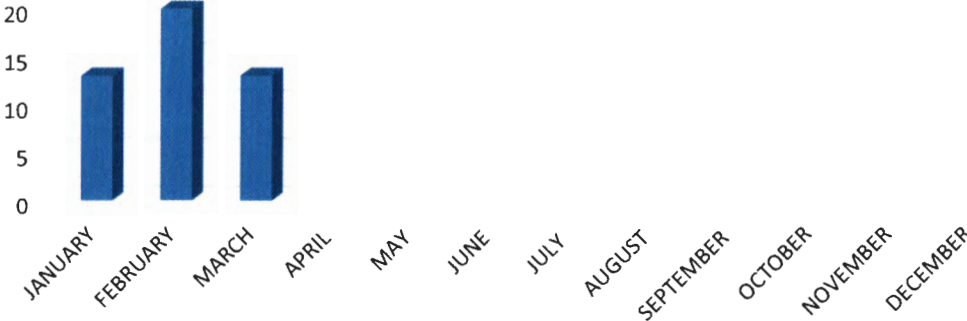
Bank Balance: March 31, 2024 \$ 1,778.37

PT Fees - Foreclosure	\$	150.00
Banking Interest	\$	-
Cures/WD Fees	\$	35.00
Postage	\$	139.17
Copies	\$	117.45
Brochures	\$	66.00
PT Release Fees	\$	690.00
Total PT Fee's & Interest	\$	1,197.62
PT Payroll	\$	875.00
PT Voucher's	\$	-
Total Income/Expenses Due to PT Sa	\$	875.00

GILPIN COUNTY PUBLIC TRUSTEE
RELEASE REPORT
1ST QUARTER 2024

JANUARY FEBRUARY MARCH APRIL MAY JUNE JULY AUGUST SEPTEMBER OCTOBER NOVEMBER DECEMBER
13 20 13

GILPIN COUNTY PUBLIC TRUSTEE
RELEASE REPORT
1ST QUARTER 2024



GILPIN COUNTY PUBLIC TRUSTEE
FORECLOSURE REPORT 1ST QUARTER 2024

Sale #	Balance Fwd	Deposits & Bal.Due Pd	Net Total	Cure w/d	PT Fees	Recording C&R	GTS eFile	GTS eRecord	ADV	Postage	Copies	Brochures	Redempt Cure or Bid In	Redempt Cure or Bid Out	Refund	Misc.	BALANCE	Status
23-01PT	\$ 28.65	\$ -	\$ 28.65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (28.65)	\$ -	Deeded
23-10PT	\$ 247.72	\$ -	\$ 247.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (172.00)	\$ (46.08)	\$ (41.85)	\$ (25.50)	\$ -	\$ -	\$ -	\$ -	\$ (37.71)	
23-11PT	\$ 463.04	\$ -	\$ 463.04	\$ -	\$ -	\$ -	\$ (100.00)	\$ (20.00)	\$ (178.88)	\$ (7.50)	\$ (11.25)	\$ (6.00)	\$ -	\$ -	\$ -	\$ -	\$ 139.41	
23-12PT	\$ 438.52	\$ -	\$ 438.52	\$ -	\$ (35.00)	\$ (13.00)	\$ (100.00)	\$ (20.00)	\$ (137.20)	\$ (25.53)	\$ (17.55)	\$ (4.50)	\$ -	\$ -	\$ (85.74)	\$ -	\$ -	W/D
24-01PT	\$ -	\$ 650.00	\$ 650.00	\$ -	\$ (150.00)	\$ (18.00)	\$ (100.00)	\$ (20.00)	\$ (200.00)	\$ (60.06)	\$ (46.80)	\$ (30.00)	\$ -	\$ -	\$ -	\$ -	\$ 25.14	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTALS	\$ 1,177.93	\$ 650.00	\$ 1,827.93	\$ -	\$ (185.00)	\$ (31.00)	\$ (300.00)	\$ (60.00)	\$ (688.08)	\$ (139.17)	\$ (117.45)	\$ (66.00)	\$ -	\$ -	\$ (85.74)	\$ (28.65)	\$ 126.84	

Gilpin County Road and Bridge Quarterly Report

Public Works

* Shop and yard

January - March

The crew cleaned up the shop and all equipment, doing lite maintenance on them including grader bits on all motor graders as needed, repairs on roller like welding up some cracks, repairing lights repairing tire chains, doing several parts runs for the shop. Spent 2 days reinforcing and fixing bull plows, we cleaned out some culverts couple of days this month. Adding 214.5 yards to the chip pit equaling 33 tons. The crew hauled road base materials 10 loads equaling 214.5 tons. Haling mulch for two days, haul 42.17 tons of squeegee from town mixing it with salt getting ready for winter. Worked 4 days working on the vac- truck water tank, maintenance on oil burner at the Rollins shop,

Road and Bridge

January

Grader team

- The grader team went out and fixed numerus complaints
- The Team went out to south Dory Lakes taking care of the ice flow issue
- Help install signs
- Cut down trees down to high winds
- Picked up trash on county roads
- Took several days cleaning and widening plow routes
- Repairing the wall at Solid waste
- Worked 4 snow events this month.

February

- The crew cleaned up the shop and all equipment, doing lite maintenance, plow bit replacement and repair.
- Grader training for two days
- Cut pack though out the county
- Cleared out some more culverts
- Haled 41.64 tons of squeegee
- Hauled 553.48 tons of road base
- Filled in at Solid Waste
- Safety meeting
- Spot graded Dory Hill
- Taking care of complaints in the county
- Cut up some trees that fell on or near roads in the county
- Worked 3 snow events this month.

March

- *Repair bull plow on motor grader.
- *Worked on the walls at Solid waste.
- * Received One Ram 550 and a Ford 550 to replace older trucks.
- * Worked 3 snow storms this month.
- * Safety meeting.

- * Pushed back on all roads going subdivision to subdivision.
- * Taken care of wash outs and potholes.
- * Worked 3 snow events this month.

Maintenance team.

January - March

- Started grading all of the roads going, subdivision by sub-division.
- Helping out Solid Waste they are short staffed.
- Started hauling chips to the land fill.
- Helping out in the shop when they can.
- Also taking care of other complaints when applicable.
- Again, went back up to South Dory Lakes to cut ice and pack.
- Hauled 15 tons of Road Base to Lump Gulch.
- Hauled 30 tons to South Beaver.
- Hauled 9 loads of road base to the west yard to be used in the county 195.20 tons.
- We hauled 1 load of squeegee for sand 21.87 tons.
- Hotsyed out frozen culverts in the county.
- We loaded 84.5 yards of chips into the pit 17.5 tons in total.
- The Storm started on 3/13/24 through 3/15/24 we assisted both the state in keeping Hwy 119 open and did the best that we could on Hwy 46 right up till it was closed. Also assisted Alpine rescue on Missouri Gulch rescue for a missing person, Mechanic Geoge Baker took a loader up to plow out the road 1.7 miles, Road Supervisor Mike DuBrava stayed around to send any other resources that may be needed to help out.
- The crew cut pack and plowed snow to open HWY 46 and to do traffic control.

Gilpin County Fleet Quarterly Report.

- 10 Heavy trucks repaired Tandems, Solid Waste and Semi trucks.
- 8 motor graders.
- 4 Front End Loaders.
- 16 light Pick-up trucks
- 6 other County vehicles.

The mechanics also assisted the road & bridge department with snow removal this quarter.

Most of the light pick-ups included the sheriff's office, repairs were as simple as wiper blade, lights to water pumps, transmission rebuild.

Gilpin County Solid Waste

1st Quarter report.

- Trash & Debris 63 Loads 272.7 tons hauled down to the landfill off of HWY.93.
- Recycle all together 19.27 tons.
- Cardboard 12.99 tons.
- Metal 13.16 tons.
- Mulch 14 loads 112.95 tons to the landfill costing the County \$760.04

Note all of our recycle is hauled to Republic Recycle, down to 634 W 53rd place in Denver Colorado.

The transfer site was closed for 4 days during the March blizzard.

Gilpin County

First Quarter

Right of Way and Sign Report.

There is no report for ROW this Quarter, I am sad to report that on Monday April 1st 2024 Craig Connell fell off of a ladder while repairing a sign that the wind had damaged.

Craig is recovering at home.

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Amya Addams, Executive Assistant , Jefferson Center
Date: April 30, 2024
Item: May Mental Health Month Proclamation
Requested Action: Resolution
Public Hearing: No

I. REQUEST OR ISSUE:

Name May as Mental Health Month

II. RECOMMENDED ACTION / NEXT STEP:

Issue Proclamation

III. FISCAL IMPACTS:

None.

IV. LEGAL ISSUES:

None.

V. ENVIRONMENTAL IMPACTS:

None.

VI. ALTERNATIVES:

**PROCLAMATION
IN SUPPORT OF
MENTAL HEALTH MONTH IN GILPIN COUNTY, COLORADO - MAY 2024**

WHEREAS, good mental health is essential to the overall health and emotional well-being of all children, youth, adults and families; and promotes a healthy community; and

WHEREAS, nearly one in four people in our communities experience a mental health condition each year; and

WHEREAS, more than 17% of individuals in our communities' experience substance use disorder each year including alcohol and drug use; and

WHEREAS, the lack of awareness of where to seek support, and stigma against mental health conditions and substance use disorders prevents many people from accessing care; and

WHEREAS, when mental health problems and substance use disorders are detected early and treated, people can recover and maintain a healthy and independent life; and

WHEREAS, increased focus on the prevention of mental health conditions and substance use disorders among children, adolescents, and adults through screening and early intervention helps reduce suffering and improve lives, and

WHEREAS, it is imperative that all members of our community, irrespective of age, gender expression, sexual identification, race, culture, ethnic background, education, or economic status, have equitable access to essential care, support, and services for mental health and substance use conditions; and

WHEREAS, the County of Gilpin is dedicated to improving the health and well-being of its citizens and employees by increasing awareness, ending stigma, and focusing on the integral role of mental health in all our lives,

NOW THEREFORE, BE IT RESOLVED, that the Gilpin County Board of County Commissioners, do hereby proclaim the month of May, 2024, as Mental Health Month, and call upon all citizens, government agencies, public and private institutions, businesses, and schools to recommit our communities and resources to increasing awareness and understanding of mental health, providing appropriate and accessible services for all citizens, and making mental health a priority.

ADOPTED this ____ day of _____, 2024.

ATTEST:

Clerk to the Board

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

Susan, Berumen, Chair

Marie A. Mornis, Commissioner

Sandy Hollingsworth, Commissioner

April 3, 2024

To Colorado Counties and Cities-and-Counties,

We are reaching out to remind all counties/cities-and-counties of upcoming changes regarding the operation of licensed ground ambulance services within your jurisdictions. Pursuant to 6 CCR-1015-3, Chapter 4, Section 16:

- Starting July 1, 2024, counties/cities-and-counties will be required either to issue or opt-out of issuing local authorization to operate for ground ambulance services.
- Counties/cities-and-counties must notify the department annually of their decision related to issuing local authorization to operate for ground ambulance services.
- Counties/cities-and-counties that choose to issue local authorization to operate must notify the department within thirty (30) days of either issuing or terminating an ambulance service's local authorization.
- If a county/city-and-county changes their decision related to issuing local authorization to operate, they must notify the department within thirty (30) days.

Starting July 1, 2024, use [this form](#) to notify the department of your county/city-and-county's decision related to issuing local authorization to operate and to report changes to an ambulance service's local authorization.

If your county/city-and-county decides to issue local authorization to operate but has not done so as of Aug. 1, 2024, licensed ambulance services operating on a regular basis in your jurisdiction shall be considered to have obtained authorization to operate until either the county/city-and-county implements an authorization to operate process or opts out of issuing authorization to operate.

Additional information and resources regarding state licensing of ground ambulance services can be found on the [ground ambulance page](#) of the department's website.

Should you have any questions or require further clarification regarding these requirements or the completion of the county authorization form, please do not hesitate to contact me at joel.kingsbury-roth@state.co.us or 720-467-7328.

We appreciate your prompt attention to this matter and your cooperation in ensuring the continued provision of high-quality ambulance services within your jurisdiction.

Sincerely,

Joel Kingsbury-Roth, EMT-B
Ground Ambulance Licensing Specialist





NoCo Places Update

Gilpin County Board of County Commissioners



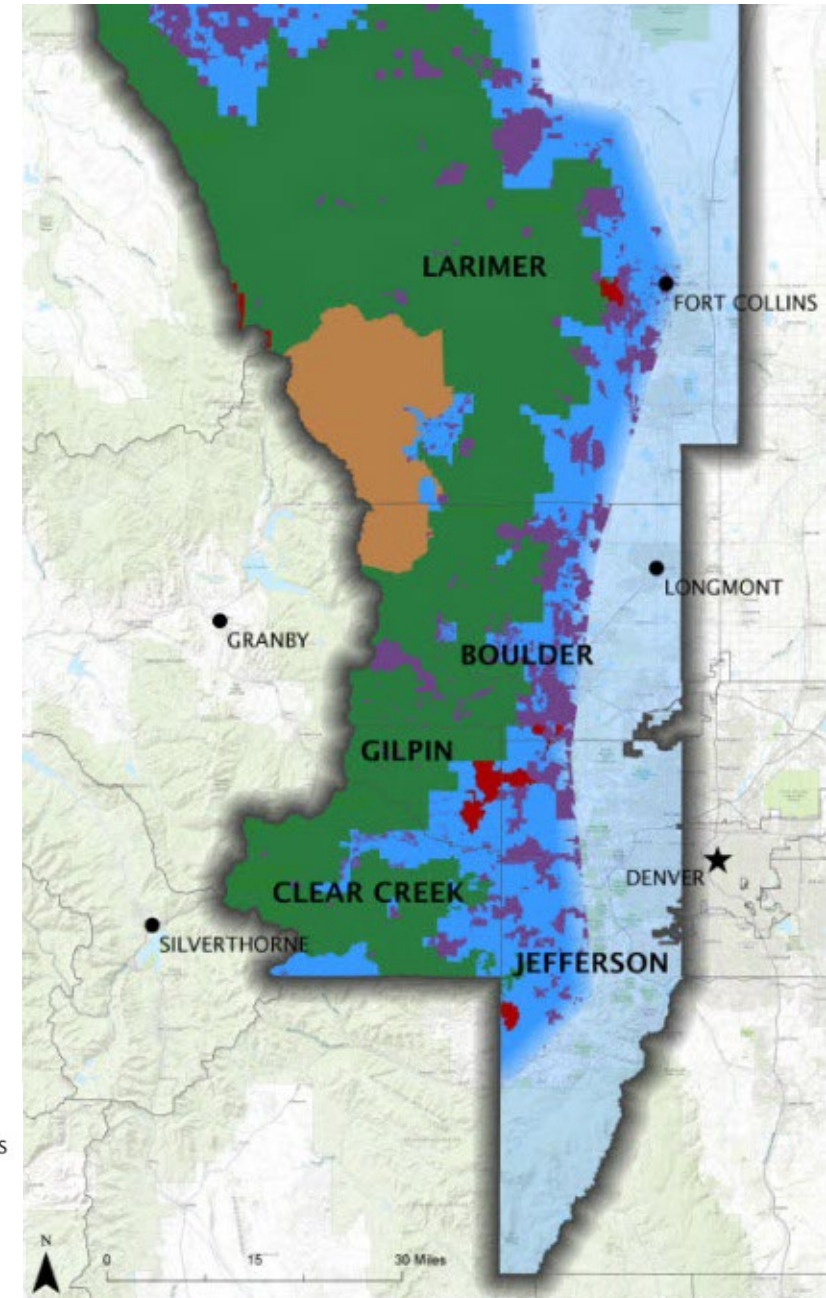


Who We Are

- U.S. Forest Service, Arapaho & Roosevelt National Forests and Pawnee National Grassland
- Colorado Parks & Wildlife, Northeast Region
- National Park Service: Rocky Mountain National Park
- Boulder County
- Clear Creek County
- Gilpin County
- Jefferson County
- Larimer County

Additionally, a larger NoCo partners group meets every other month and includes local groups and organizations related to conservation and recreation.

-  Arapaho and Roosevelt Natl. Forests
-  Counties Participating in NoCo PLACES
-  Rocky Mountain Natl. Park
-  State Parks
-  Other Public Lands





Mission Statement

NoCo Places collaborates to protect and conserve natural and cultural resources while providing equitable access and a quality recreation experience for current and future generations.



Our History

2018 . . . Increased visitation to public lands in NoCo region was impacting wildlife, the environment, and threatening the Colorado outdoor experience

United by a desire to protect and preserve what makes this region so special



A recognition that the solution requires landscape scale collaboration between all land agencies – county, state and federal

Formally signed our MOU in 2019; updated in 2024



Core Principles

- NoCo is focused on working together on a landscape scale to make long-term systemic change in how the recreation on our public lands is managed. Its work is guided by the following core principles:
 - Collaborative
 - Holistic
 - Inclusive
 - Proactive and Deliberate
 - Adaptive
 - Financially Sustainable



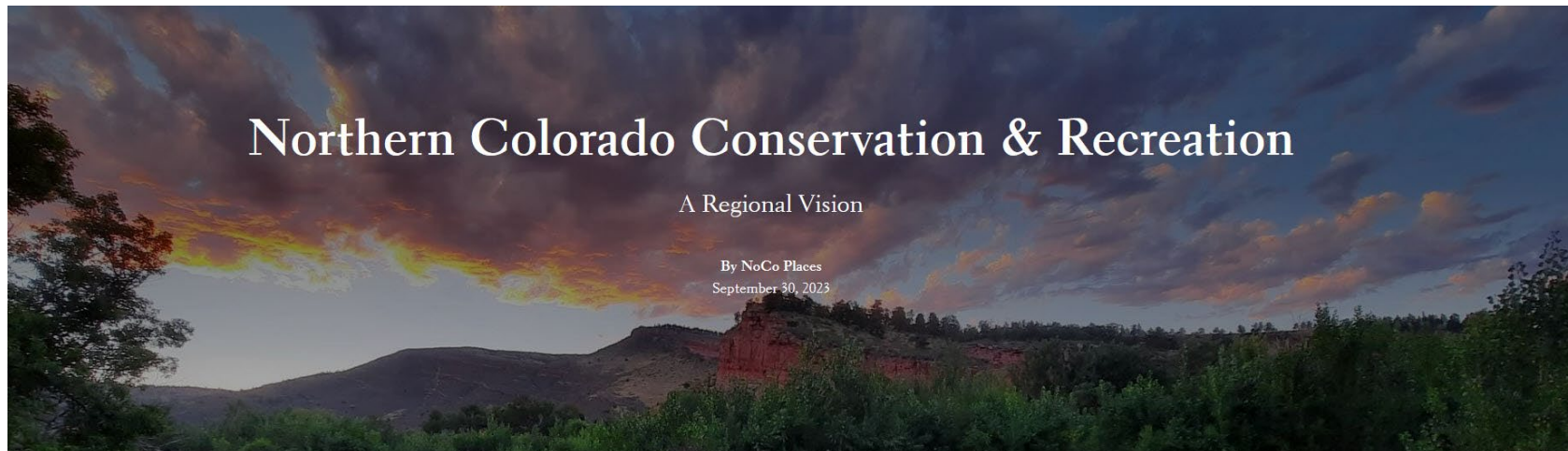
Areas of Focus

- Equity, Diversity and Inclusion (Gabrielle Chisholm, Rob Gutierrez)
- Communications and Common Messaging (Melanie Bleyler, Rob Gutierrez)
- Unauthorized Trails Pilot Project (Commissioner Hollingsworth, Rob Gutierrez)
- Exploring Additional Pilot Projects
- Conservation and Recreation Vision – a shared management philosophy each agency will implement through their plans (e.g., Forest Management Plan Update) and a collective action plan



Conservation and Recreation Vision

- Core Topic Research
- Conservation Summary Map
- Mobile Phone Data
- Stakeholder Focus Groups





Conservation Summary Map Goal

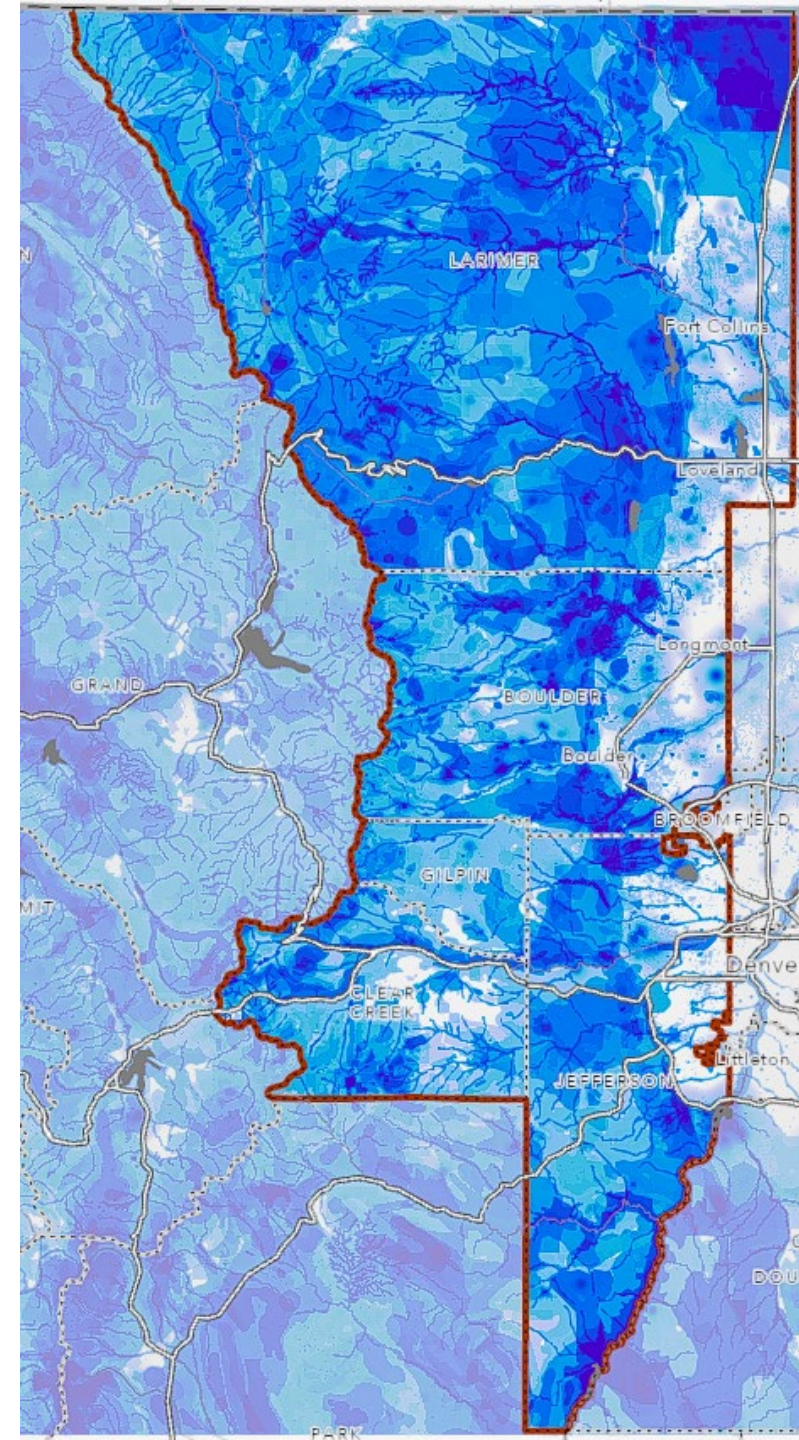
- Develop a tool to inform **where to direct** conservation efforts to minimize fragmentation through conservation and restoration, climate-resilient connectivity, and across the region.
- NoCo worked with Colorado Natural Heritage Program (CNHP) to create a Conservation Summary Map for the region.





Conservation Summary Map

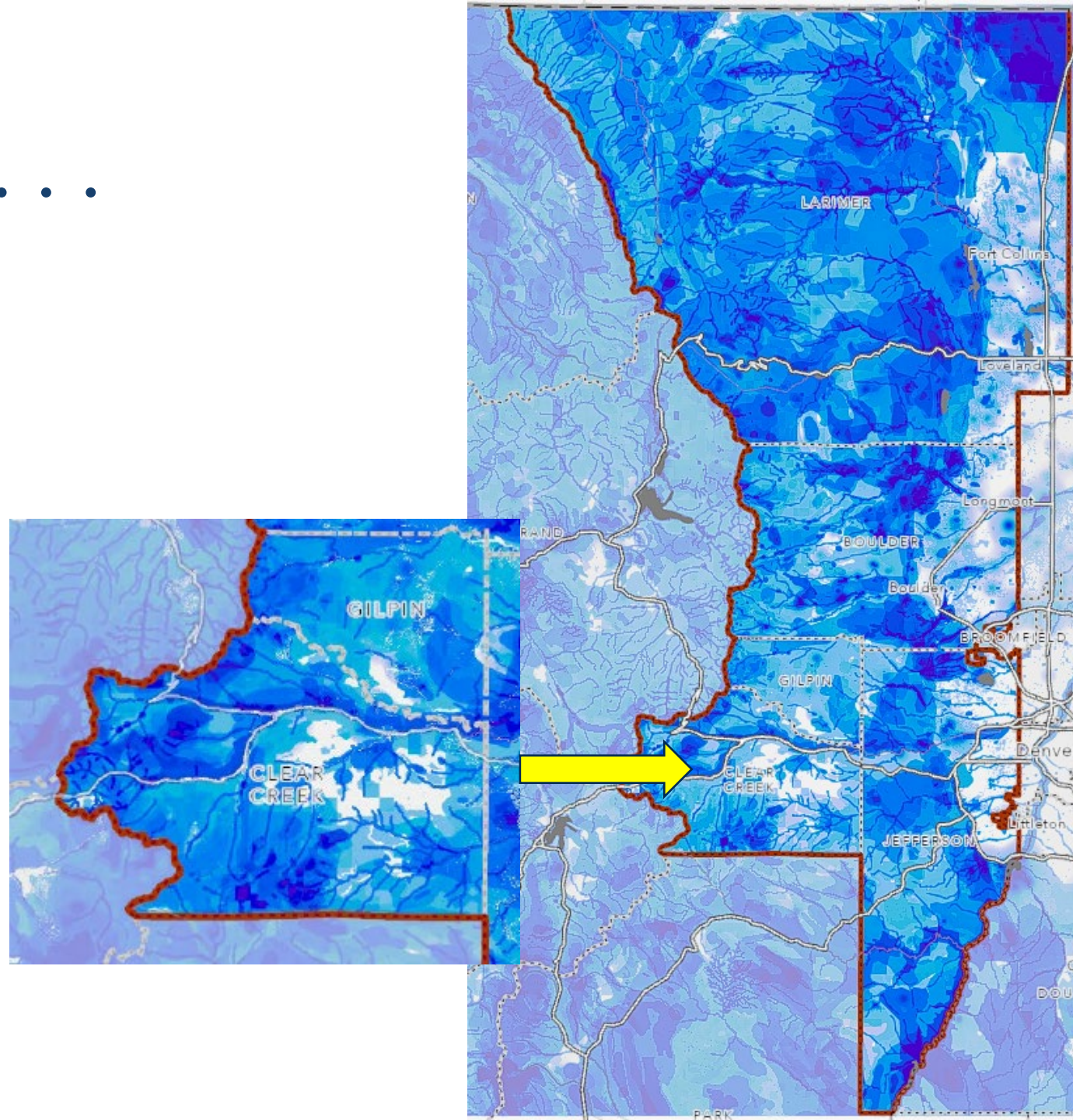
- Overview of CNHP Map
 - Current state of knowledge about biological resources
 - Creates a shared understanding of how biodiversity values are distributed across the region, and where opportunities for cross-boundary collaboration exist
- Mapped Elements for Biodiversity
 - T&E, High Priority Habitat Maps, Vegetation, Aquatic and Terrestrial Species, other Areas of Biological Importance
- Weighing Scheme
 - Places a higher relative value on select data layers, so that the map depicts those places that are truly of greater importance for conservation of biodiversity
 - Example: boreal toad weight 10, American kestrel weight 2





What We Learned . . .

- Biodiversity data gaps
- Biodiversity connections
- Opportunities to share data





Mobile Phone Data

Benefits

- Confirms or changes assumptions of visitation
- Broad overview available
- Identifies “hot spots”, length of stay, and routing
- Less intensive than visitor surveys
- Region wide perspective



NoCo Cell Phone Data

← ↻ 🏠 🔒 https://public.tableau.com/views/NoCo2050Dashboard/Dashboard1?:language=en-US&:display_count=n&:origin=viz_share_link&:showVizHome=no

NoCo Places


MOBILE LOCATION DATA DASHBOARD

Change Filter Selections:

Roads:

Residents:

Season:



Introduction

This interactive dashboard enables comparisons of all locations by visitor origin, drivetime/drive distance, trends over time (patterns by year/month/day/day of week), demographics, and dwell time (how long users were at the location), and more.

The dashboard consists of several figures. For any figure, click the ⓘ icon for additional information and definitions.

All views may be filtered by season or residential location in order to allow for the inclusion/exclusion of devices with inferred home locations within the boundary of a particular location. Additionally, observations within a buffered radius of roadways may be included or excluded from all views. Access these options using the filter options above.

The figure at right shows the number of sites by entity.

1) To begin, select an entity by clicking a bar at right.

This will display the total visitor days for each location in that entity. A visitor day is defined as a unique device per location per day, i.e. one device id observed at a location on three different dates equals three visitor days. Overall visitor day counts should be thought of as a sample size, and caution should be used when making inferences about total visitation as the amount of available data may fluctuate over time or differ by location. This is due to a variety of factors such as available cell reception or a user's propensity to be on their mobile device while visiting the location.

2) Select a location to view a map and additional metrics.

Use the bar charts to change entity or location selections.

Note: Because this dashboard runs on large datasets, selections may take several moments to load.

No. of Locations by Entity & Total Visitor Days by Location

Change Measure: Visitor Days

Select an Entity:

USFS: 20 Locations
Clear Creek County: 15 Locations
Boulder County POS: 9 Locations
Larimer County: 5 Locations
Jefferson County: 5 Locations
Gilpin County: 4 Locations
Fort Collins: 4 Locations
City of Boulder OSMP: 4 Locations



Stakeholder Focus Groups: At-a-Glance

16 Focus Groups

140 Participants

- Youth Stewardship & Education
- Cycling & Mountain Biking
- Tourism & Economic Development
- NoCo Partners
- Conservation NGOs
- Motorized Recreation
- Tribal & Indigenous Organizations
- Non-Motorized Recreation
- Water & Trails Stewardship Organizations
- Commercial Outfitters & Guides
- Climbing
- All Abilities
- Hunting & Angling
- Private & Working Lands
- Forest Health & Fireshed Planning
- Historically Underrepresented Communities



Stakeholder Focus Groups: At-a-Glance

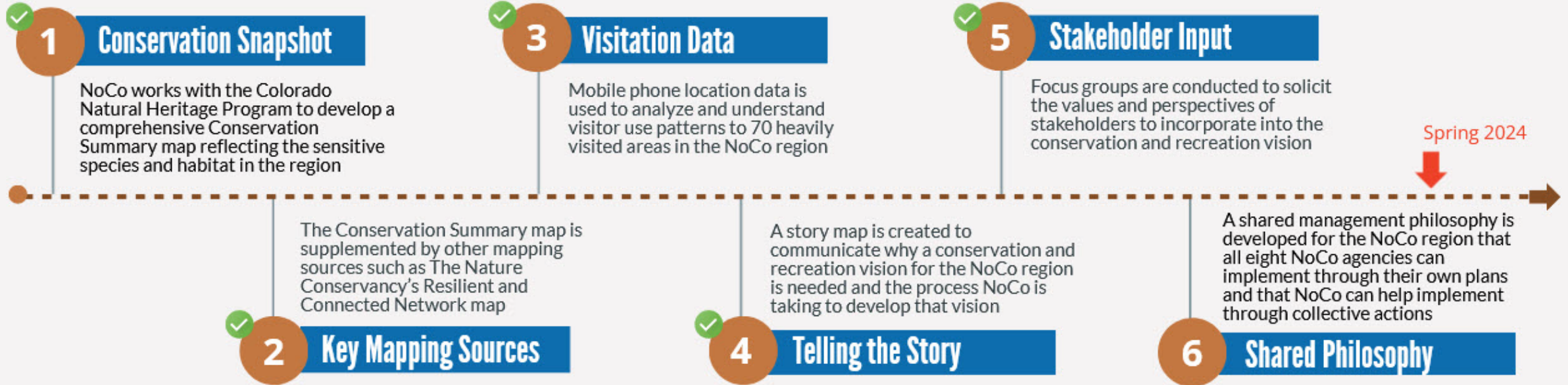
- Shared Values and Concerns
- Shared Desired Future Conditions
- Unique Concerns and Desired Conditions
- Support for and Perspectives on Management Strategies
 - Clear Consensus: status quo is not what stakeholders want
- Near and Long-Term Priorities



Timeline



Steps in Developing a Conservation and Recreation Vision





NoCo Places Communications

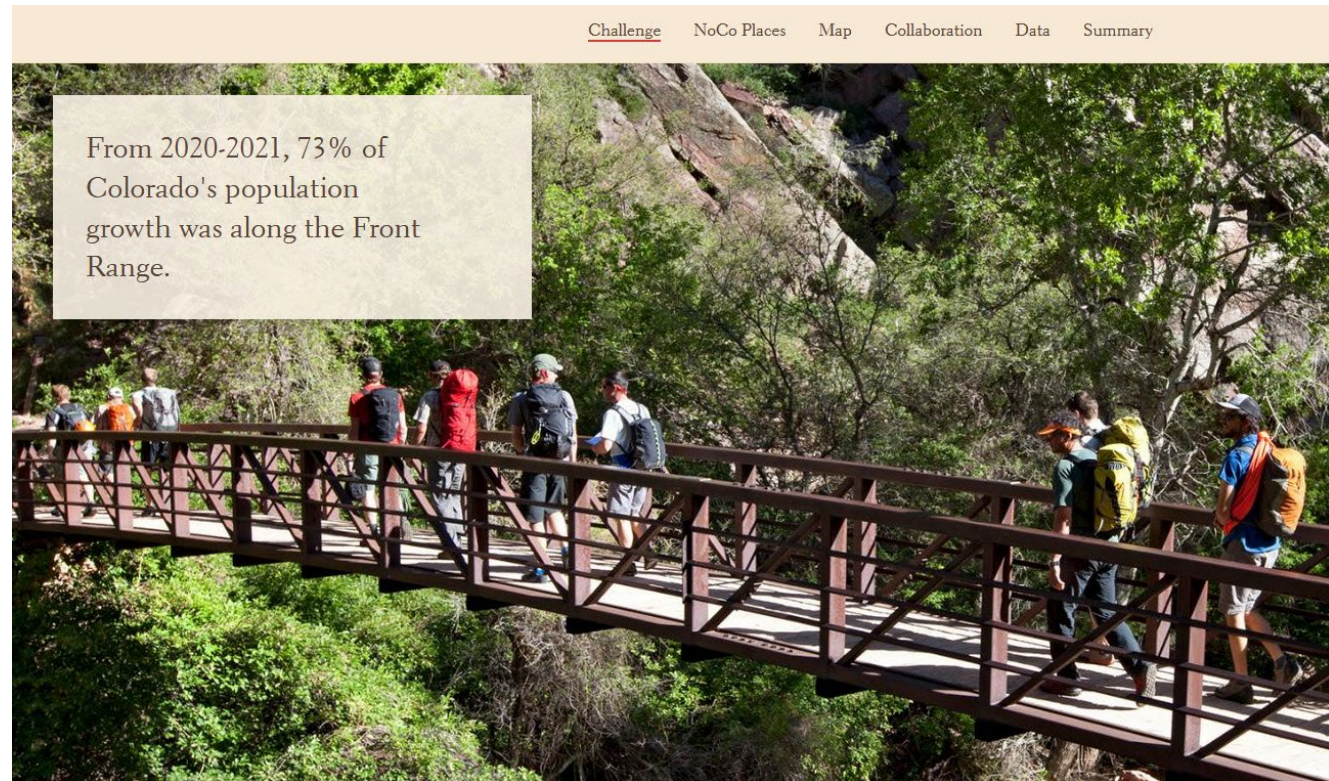
- Communications Subcommittee
- Common Messaging
 - Stewardship (highly valued by focus group participants)
 - Bilingual
- Communicating the Conservation and Recreation Vision





Communicating the CRV

- Story map
 - Overview of NoCo Places
 - Outlines the challenges and opportunities facing the region
 - Details the data involved in creating the CRV
 - Highlights the collaboration



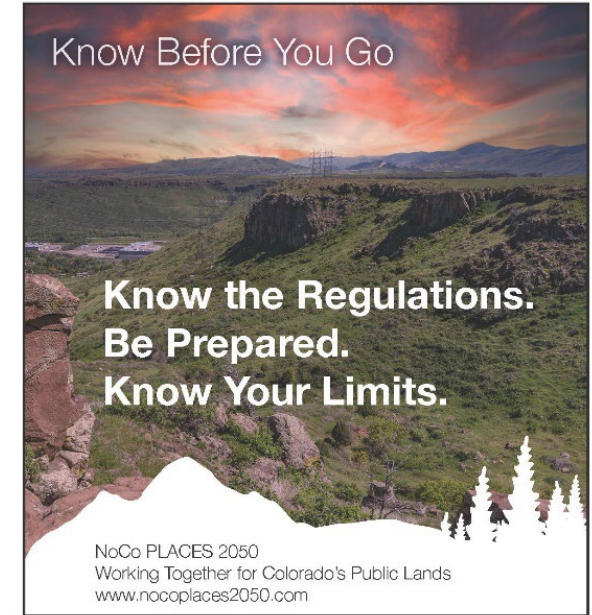


Common Messaging Campaigns

Topics:

- Know Before You Go
- Fire prevention & safety
- The value of public lands
- Winter recreation safety & stewardship
- COTREX app
- Summer recreation safety & stewardship
- Regional opportunities & visitor info

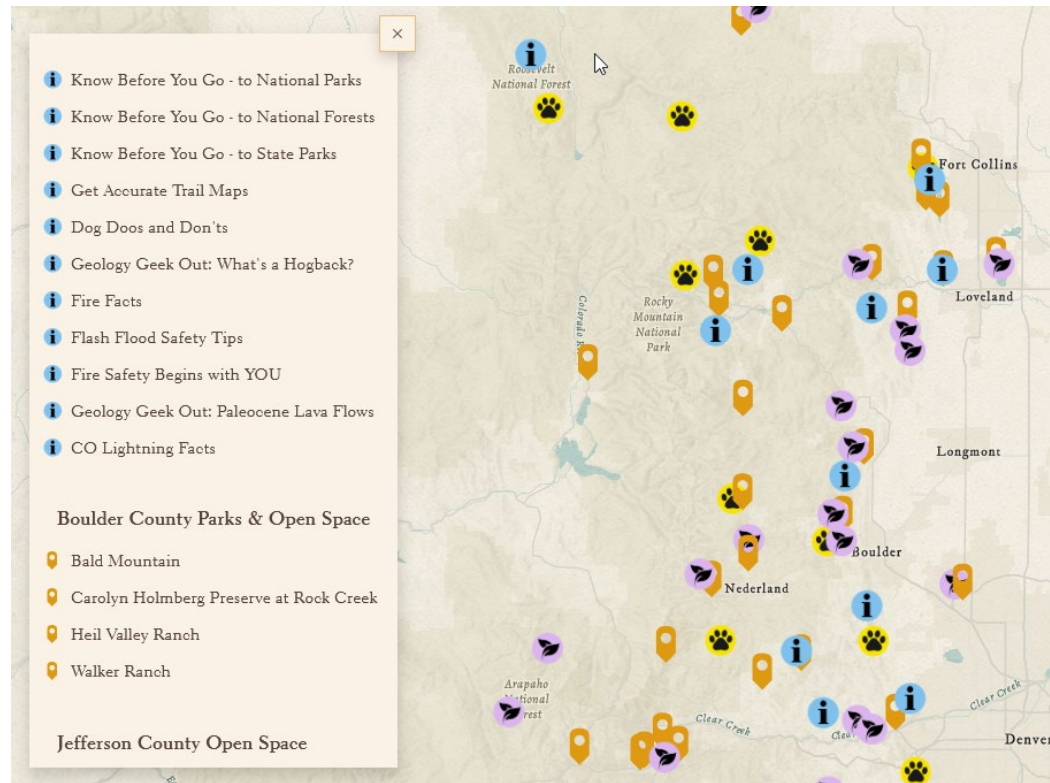
Amplifying the reach of stewardship messages through a common voice among different agencies





Upcoming Common Messaging

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A Common Voice for Public Lands

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Rob Gutierrez, Director, Community Development
Date: April 30, 2024
Item: Resolution TUP-24-1, Approving A Temporary Use Permit for the Gilpin County Historical Society's Annual Cemetery Crawl
Requested Action: Resolution
Public Hearing: Yes

I. **REQUEST OR ISSUE:**

The applicant is seeking approval for a Temporary Use Permit to allow for their annual Cemetery Crawl event at the Independent Order of Oddfellows Cemetery in Central City. The event will occur on Saturday, August 24th, 2024, starting at 11:00 A.M. The event will last approximately 1.5 hours. The event organizers anticipate between 200 and 400 persons attending with attendance not to exceed 400 persons. The Gilpin County Planning Commission held a public hearing on this petition on April 9th, 2024 and voted 8 to 0 to give a "DO-PASS" recommendation to the Board of County Commissioners.

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

Staff are recommending approval of TUP-24-1.

III. **FISCAL IMPACTS:**

None.

IV. **LEGAL ISSUES:**

None.

V. **ENVIRONMENTAL IMPACTS:**

None.

VI. **ALTERNATIVES:**

The Board may continue the hearing to a time and date certain, or deny approval of the petition.

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

**A RESOLUTION APPROVING A TEMPORARY USE PERMIT FOR THE GILPIN COUNTY HISTORICAL
SOCIETY’S ANNUAL CEMETERY CRAWL**

WHEREAS, applicant Jim Crawford of the Gilpin County Historical Society is requesting a Temporary Use Permit (TUP) to allow for a public tour at the Independent Order of Odd Fellows Cemetery on August 24, 2024, in accordance with the Gilpin County Zoning Regulations; and

WHEREAS, the proposed TUP was reviewed by staff, Office of Emergency Management, Timberline Fire Protection District, Gilpin County Sheriff’s Office, and Gilpin Ambulance Authority; and

WHEREAS, the TUP was published in the newspaper of record on March 21, 2024, for a public hearing before the Gilpin County Planning Commission and the Gilpin County Board of County Commissioners, and was noticed on the subject property on March 28, 2024; and

WHEREAS, the Gilpin County Planning Commission held a public hearing to solicit public comment on this petition on April 9, 2024; and

WHEREAS, the Gilpin County Planning Commission voted 8 to 0 to certify a “**DO-PASS**” recommendation on this petition to the Gilpin County Board of County Commissioners; and

WHEREAS, the Gilpin County Board of County Commissioners considered this petition during a regularly scheduled meeting on April 30, 2024, and held a public hearing thereon; and

WHEREAS, all findings resulting from said public hearing are a matter of record.

NOW THEREFORE, be it resolved by the Board of County Commissioners of the County of Gilpin that TUP-24-1 is hereby “ _____ ” with the following conditions:

- 1.
- 2.
- 3.

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

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

ATTEST:

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.

My commission expires: _____
Witness my hand and official seal.

Notary Public

Planning Commission

Gilpin County

Certification of Legislative Recommendation



April 22nd, 2024

Gilpin County Board of Commissioners
203 Eureka St.
Central City, CO 80427

Re: TUP-24-1 Cemetery Crawl

Dear Commissioners,

As Secretary to the Gilpin County Planning Commission, I do hereby certify that pursuant to Colorado Revised Statutes (C.R.S) 30-28-113 et seq., on April 9th, 2024, the Planning Commission held a public hearing on Petition No. TUP-24-1; Temporary Use Permit for the Gilpin Historical Society's Annual Cemetery Crawl.

The Gilpin County Planning Commission, after due consideration of the proposal under C.R.S. 30-28-111, voted 8 to 0 to recommend approval of the temporary use permit to the Gilpin County Board of Commissioners. This letter hereby certifies the Commission's "**Do-Pass**" recommendation to the Board.

Sincerely,

Rob Gutierrez
Planning Commission Secretary
Director of Community Development



Staff Report

Department of Community Development

203 Eureka St. Central City, CO 80427

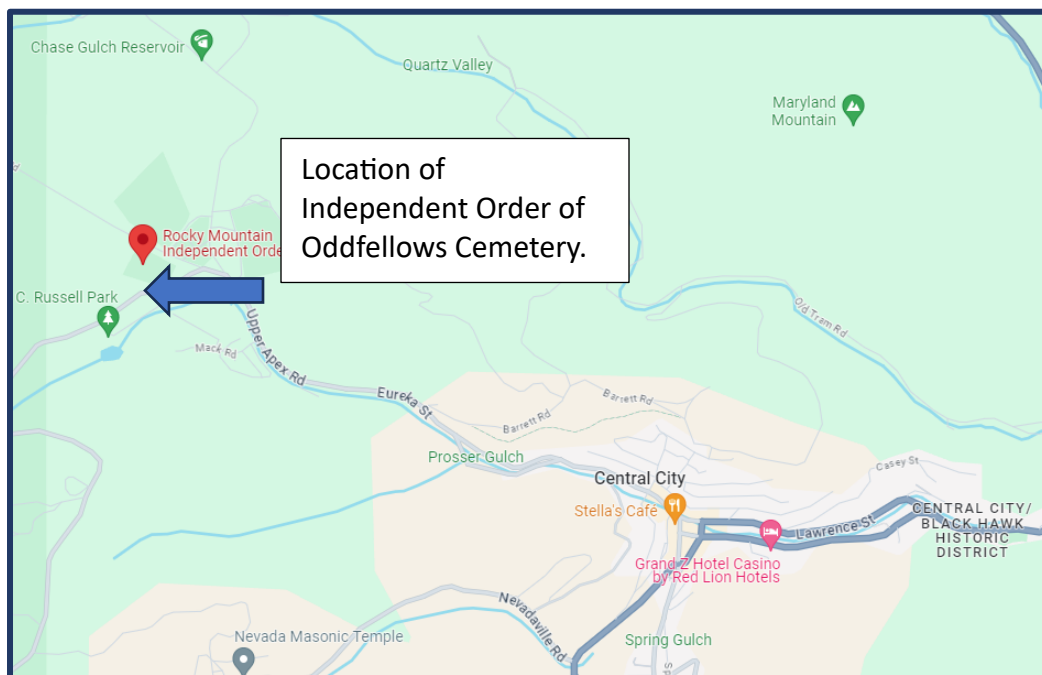


Board/Commission	Gilpin County Board of County Commissioners
Meeting Date & Time	April 30th, 2024, 9:30 A.M. or later; Public Hearing
Meeting Location	203 Eureka St. Central City, CO 80427
File Number	TUP-24-1
Petition Type	Temporary Use Permit
Applicant	Jim Crawford – Gilpin County Historic Society
Subject Property	I.O.O.F Cemetery, Intersection of Bald Mountain Rd. and Columbine Campground Rd.
Subject Property Zoning	RR, Resource Residential

Summary of Request

The applicant is seeking approval for a Temporary Use Permit to allow for their annual Cemetery Crawl event at the Independent Order of Oddfellows Cemetery in Central City. The event will occur on Saturday, August 24th, 2024, starting at 11:00 A.M. The event will last approximately 1.5 hours. The event organizers anticipate between 200 and 400 persons attending with attendance not to exceed 400 persons.

Map of Subject Property



Zoning Regulations

Section 1.8 (C)(9) Temporary Use Permit

REVIEW AND APPROVAL CRITERIA: For TUP Events for 250 persons or more, the PC and BOCC shall base their decision on their findings of the extent to which the proposed Temporary Use:

- a. Complements or is compatible with the surrounding uses, character and community facilities.*
- b. Adequately mitigates traffic impacts, if any.*
- c. Contributes to, enhances, and promotes the welfare of the area and adjacent properties.*
- d. Is in scale with the existing neighborhood or will be considered to be in the scale with the neighborhood as it develops in the immediate future.*
- e. Mitigates any adverse impacts on adjoining properties in the street network in an adequate manner.*
- f. The BOCC may, in the interest of the public welfare and to ensure compliance with this ordinance, establish reasonable conditions on the operation, location, arrangement, type, character and manner of construction of any use for which a TUP is authorized. Such conditions may include, but not be limited to hours of use, noise level, lighting, traffic control measures, emergency access, security, dust control, trash collection, and disposal and occupant loads.*

Section 3.7 Temporary Use Permit

The process for a Temporary Use Permit shall follow the procedures in Section 1.8C. This section shall establish additional standards for TUP's.

A TUP is required for all special events on private and County owned property, including County rights-of-ways as follows:

Events Under 250 Persons Attending but more than 100 Persons

- The following events are eligible for administrative approval.*
- Events whose duration is no more than 48 consecutive hours as measured from start to finish;*
- Daily attendance shall not exceed 249 persons;*
- Does not include amplified music or speech;*
- Events that do not involve the use of public right-of-way or public infrastructure.*

Events with 250 Persons or More Attending

Board of County Commissioner approval shall be required per Section 1.8C.

Events Involving Use of Public Right of Way or Public Infrastructure (Any number of persons)

Board of County Commissioner approval shall be required per Section 1.8C.

Application – *An application (for) these events shall be submitted not less than 180 days prior to the commencement of the proposed activity.*

Conditions of Approval

- The County may attach whatever conditions and limitations necessary to protect public health, safety, and welfare. Such conditions may include, but shall not be limited to hours of use, noise level, light, traffic control measure, security, dust control, trash collection and disposal and occupant loads.*
- Only four events per year, per parcel or parcels, shall be permitted.*



Staff Analysis

The 35th annual Cemetery Crawl event is being held on property owned by the Independent Order of Oddfellows at the intersection of Bald Mountain Road and Columbine Campground Road. The applicant is seeking a recommendation by the Planning Commission for this annual event, as well as permission from the Oddfellows Lodge whom remains as owners of the cemetery. Staff have requested a copy of the approval from the Oddfellows. The event is anticipated to last 1 ½ hours and volunteers will break up attendees into 10 groups. Volunteers will assist with managing parking. The organizers are planning on having parking at the cemetery location and also the Teller lot. The organizer has stated that they will operate a shuttle between the Teller lot and the cemetery to transport attendees from the parking lot to the event. Staff have requested a copy of the general liability insurance.

Departmental Review

Sheriff's Department: Approved 3.9.2024

Office of Emergency Management: Approved 3.26.2024

Timberline Fire: Approved 3.7.2024

Gilpin Ambulance Authority: Sent for review on 2.29.2024

Exhibits Attached

Exhibit A: Statement from the Applicant.

Exhibit B: Authorization from the owner of the Cemetery.

Exhibit C: Insurance

Staff Recommendation

Staff are recommending **approval** of TUP-24-1 based on the following findings of fact:

1. The annual cemetery crawl **will** be complementary and compatible with the surrounding uses because the tour will promote the existing land use as a cemetery and not alter the character of the subject property or surrounding area.
2. This event **will** adequately mitigate traffic impacts by shuttling participants to the cemetery location from the Teller Lot to reduce traffic congestion on Eureka Street and parking near the cemetery.
3. This event **will** contribute to, enhance, and promote the welfare of the area through oral history and a walking tour of the cemetery. There will be no long-term impacts to the site.
4. This event **will be** in scale with the existing area because there is adequate space on the property to conduct the event and no temporary or permanent structures will be erected.
5. This event **will** mitigate adverse impact due to access and parking, service areas and traffic on adjoining properties and the street network because the applicant will be shuttling participants from the Teller Lot. Parking on County Roads is not allowed per Ordinance 22-05.



TUP-24-1 Staff Report Exhibit A



Gilpin County Historical Society Annual Cemetery Crawl

The Gilpin County Historical Society is planning on holding their annual Cemetery Crawl event on Saturday, August 24, 2024, at the International Order of Odd Fellows Cemetery. We are requesting county approval of this event.

This is the 35th annual Cemetery Crawl event for the Gilpin County Historical Society. This year we are planning to hold this event at the International Order of Odd Fellows Cemetery located at the intersection of Eureka Street and Upper Apex Road.

The cemetery crawl is an event that the historical society has been holding for 34 years. We rotate between cemeteries within the county along with some outside the county with significant history related to Gilpin County. This year, we want to hold the crawl in the International Order of Odd Fellows Cemetery.

The event is scheduled for Saturday, August 24th starting at 11:00 AM. We have 10 stories that we tell at the cemetery. The event lasts about 1 ½ hours. We break the customers up into 10 groups for the event. Typical attendance is between 200 and 400 people. We cap the upper end of attendance to be able to manage the groups along with having space in the cemetery for the group size.

There will be some parking at the cemetery area. We will have volunteers to assist with managing parking. Offsite parking will be at the Teller Parking lot. We will have a shuttle to transport people from that lot to the cemetery.

This is a very mature event for the Gilpin County Historical Society, and we do not expect any issues for the event this year. We would also like to invite the Commissioners along with the other elected county officials and employees of the county to join us and enjoy this event.

We thank the county for their consideration of allowing us to hold this event. We are very dependent of our fund raisers to keep Gilpin History alive.

Jim Crawford

President, Gilpin County Historical Society Board of Trustees

Fw: Central City IOOF Cemetery

Gilpin Historical Society <gilpinhistory@live.com>

Fri 3/22/2024 9:52 AM

To: Jim Crawford <jimcrawford@hotmail.com>

From: Louis Brenner <lebrenner@comcast.net>

Sent: Wednesday, March 13, 2024 2:56 PM

To: Gilpin Historical Society <gilpinhistory@LIVE.COM>

Subject: Re: Central City IOOF Cemetery

Good Afternoon David,

Yes, you have my permission as well as the permission of the members of RM #2. Since we are a small lodge we need to know the date and time so we can plan accordingly,

Many thanks,

Lou Brenner

lebrenner@comcast.net

On Mar 12, 2024, at 10:16 AM, Gilpin Historical Society <gilpinhistory@LIVE.COM> wrote:

Louis,

We would like to do our Cemetery Crawl at the Central City IOOF Cemetery this year. The city and county have changed the permit process for these and if there is an owner on record we need their permission. Can we get your permission to do the Cemetery Crawl at that cemetery this year?

Thanks,

David Forsyth, Ph.D.

Executive Director and Curator

TUP-24-1 Staff Report Exhibit B







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TUP-24-1 Staff Report Exhibit C

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- Best practice checklists for securing personal and payment card information, plus tips on protecting against cyberattacks

Background Checks and Screenings

- Discounted background checks, including multi-court criminal database searches, county criminal searches and more (first background check is free)
- Best practices for performing a background check
- Discounted tenant and drug screenings and motor vehicle reports (MVRs)

Disaster Preparation and Recovery

- Guidance on preparing for natural disasters and severe weather
- Business planning and recovery toolkit
- Sample incident reporting form and disaster loan assistance resource

Human Resources

- Free PeopleSystems' human resources consultation helpline to be used for personnel issues, including harassment and discrimination, the Family and Medical Leave Act, disability, wage and hours regulations and more
- Online library with information, forms and articles pertaining to human resources
- Discounted HR and payroll management system by PrimePoint
- Discounted employee workplace assessment by Talogy, previously PSI Caliper
- Resources for recruiting, interviewing and terminating employees

Marketing

- Resources marketing via email and social media, capturing leads and building surveys
- Free and discounted stock imagery sites and photo and video editing programs
- Discount stationery, signage, promotional items and gifts

Property Safety

- Free workplace safety and occupational health consultation
- Tips for building maintenance, fire prevention and water safety

Industry-specific Resources For:

- Health, wellness and sports
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Most Common Causes

- ▶ Spills, wet or icy walking surfaces
- ▶ Uneven or worn floors/carpets/steps/sidewalks
- ▶ Inadequate or poorly maintained lighting
- ▶ Obstructed views
- ▶ Poor housekeeping - Excess clutter/trash in walkways or near open flames or hot surfaces

We encourage you to please take the time to periodically inspect your premises to see if any of these conditions exist and work to eliminate them where possible. Your efforts may save you money on future insurance premiums and, quite possibly, save your business.

Thank you for choosing and trusting us to help protect your business!

*"An ounce of prevention is worth a pound of cure."
-Benjamin Franklin*

Regards,

A handwritten signature in black ink that reads 'Thomas P. Nerney'. The signature is written in a cursive, flowing style.

Thomas P. Nerney
Chairman, President and CEO

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NEW
Renewal of Number
POLICY DECLARATIONS

United States Liability Insurance Company
1190 Devon Park Drive, Wayne, Pennsylvania 19087
A Member Company of United States Liability Insurance Group

Direct Bill Policy
Service Center Policy

No. NPP1627111

NAMED INSURED AND ADDRESS:
GILPIN HISTORICAL SOCIETY
PO BOX 247
CENTRAL CITY, CO 80427

POLICY PERIOD: (MO. DAY YR.) From: 01/14/2024 To: 01/14/2025

12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Non Profit Organization

BUSINESS DESCRIPTION: Theater

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

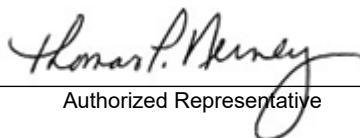
THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Liability Coverage Part	\$1,648.00
TOTAL:	\$1,648.00

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue
See Endorsement EOD (1/95)

Agent: MAURY, DONNELLY, & PARR, INC. (2598)
24 Commerce Street
Baltimore, MD 21202

Issued: 01/22/2024 3:22 PM

By: 
Authorized Representative

UPD (08-07) THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

EXTENSION OF DECLARATIONS

Policy No. NPP1627111

Effective Date: 01/14/2024

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

The following forms apply to the Commercial Liability coverage part

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CG 21 06	12/23	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION
CG0001	12/07	Commercial General Liability Coverage Form
CG0068	05/09	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion
CG2136	03/05	Exclusion - New Entities
CG2139	10/93	Contractual Liability Limitation
CG2147	12/07	Employment-Related Practices Exclusion
IL0017	11/98	Common Policy Conditions
IL0021	09/08	Nuclear Energy Liability Exclusion Endorsement
IL0125	11/13	Colorado Changes - Civil Union
IL0228	09/07	Colorado Changes - Cancellation And Nonrenewal
Jacket	07/19	Policy Jacket
L 703	10/14	Molestation Or Abuse Insurance
L-224	10/10	Punitive Or Exemplary Damages Exclusion
L-232s	09/05	Classification Limitation Endorsement
L-278	03/14	Independent Contractors/Subcontractors Exclusion
L-472	07/08	Exclusion - Injury To Performers Or Entertainers
L-488	02/11	Non-Owned And/Or Hired Auto Liability
L-500	02/11	Bodily Injury Exclusion - All Employees, Volunteer Workers, Temporary Workers, Casual Laborers, Contractors, And Subcontractors
L-526	01/15	Absolute War Or Terrorism Exclusion
L-536	09/09	Exclusion - Participation In Athletic Activity, Physical Activity Or Sports
L-549	12/07	Absolute Professional Liability Exclusion
L-581	02/11	Certain Animal Exclusion
L-599	10/12	Absolute Exclusion for Pollution, Organic Pathogen, Silica, Asbestos and Lead with a Hostile Fire Exception
L-610	11/04	Expanded Definition Of Bodily Injury
L-618B	01/09	Amendment Of Premium Audit Conditions
L-631	02/11	Event Vendor/Exhibitor & Contractor - Exclusion
L-744NPP	06/10	Blanket Additional Insured Endorsement
L-783NPP	07/18	Amendment of Liquor Liability Exclusion
LLQ100	07/06	Amendatory Endorsement
LLQ368	08/10	Separation Of Insureds Clarification Endorsement
TRIADN	12/20	Disclosure Notice of Terrorism Insurance Coverage

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. NPP1627111

Effective Date: 01/14/2024
12:01 STANDARD TIME

LIMITS OF INSURANCE

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense (Any One Person)	\$10,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	Included
General Aggregate Limit	\$2,000,000
Hired and Non-owned Auto Each Occurrence	Included
Hired and Non-owned Auto Aggregate	Included
Abuse And Molestation Liability Each Occurrence	\$100,000
Abuse And Molestation Liability Aggregate	\$300,000

LIABILITY DEDUCTIBLE **\$0**

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

<i>Location</i>	<i>Address</i>	<i>Territory</i>
1	228 E 1st. High Street, Central City, CO 80427	002
2	209 Eureka St, Central City, CO 80427	002
3	110 Academy, Central City, CO 80427	002
4	231 Chase Street, Black Hawk, CO 80422	002
5	117 Eureka St, Central City, CO 80427	002

PREMIUM COMPUTATION

<i>Loc</i>	<i>Classification</i>	<i>Code No.</i>	<i>Premium Basis</i>	<i>Pr/Co</i>	<i>Rate</i>		<i>Advance Premium</i>	
					<i>All Other</i>	<i>Pr/Co</i>	<i>All Other</i>	
1	Museums - Not-For-Profit only	46427	5,641 Per 1,000 Total Area	Included	91.259	Included	\$515	
1	Abuse and Molestation Liability - Performing Arts	41795	Flat	Included	0.000	Included	Included	
1	Blanket Additional Insured - Non-Profit Package	49950	1 Flat	Included	100.000	Included	\$100	
1	Non-Owned & Hired Automobile Liability - Arts & Culture	90099	Flat	Included	300.660	Included	\$301	
1	Increased Limits: Medical Expense Coverage	49951	1 Per Flat	Included	200.000	Included	\$200	
2	Museums - Not-For-Profit only	46427	1,871 Per 1,000 Total Area	Included	100.865	Included	\$189	
2	Abuse and Molestation Liability - Performing Arts	41795	Flat	Included	0.000	Included	Included	
3	Museums - Not-For-Profit only	46427	1,000 Per 1,000 Total Area	Included	100.865	Included	\$101	
3	Abuse and Molestation Liability - Performing Arts	41795	Flat	Included	0.000	Included	Included	
4	Museums - Not-For-Profit only	46427	1,548 Per 1,000 Total Area	Included	100.865	Included	\$156	
4	Abuse and Molestation Liability - Performing Arts	41795	Flat	Included	0.000	Included	Included	
5	Museums - Not-For-Profit only	46427	853 Per 1,000 Total Area	Included	100.865	Included	\$86	
5	Abuse and Molestation Liability - Performing Arts	41795	Flat	Included	0.000	Included	Included	

MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$300

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. NPP1627111

Effective Date: 01/14/2024
12:01 STANDARD TIME

TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$1,648
(This Premium may be subject to adjustment.) MP - minimum premium

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Form EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Material Or Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

- a.** Patents, trade secrets, processing methods, customer lists;
- b.** Financial information, credit card information;
- c.** Health information, biometric information; or
- d.** Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal material or information.

- B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Material Or Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

- a.** Patents, trade secrets, processing methods, customer lists;
- b.** Financial information, credit card information;
- c.** Health information, biometric information; or
- d.** Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal material or information.

Commercial General Liability Coverage Form

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of websites for others; or

- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Distribution Of Material In Violation Of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and

- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

- (2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**
 Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
 - a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- 2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
 - (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a)** Snow removal;
- (b)** Road maintenance, but not construction or resurfacing; or
- (c)** Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a.** False arrest, detention or imprisonment;
- b.** Malicious prosecution;
- c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f.** The use of another's advertising idea in your "advertisement"; or
- g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1)** Products that are still in your physical possession; or
- (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a)** When all of the work called for in your contract has been completed.
 - (b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3)** Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion q. of Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:
- 2. Exclusions**
This insurance does not apply to:
- q. Recording And Distribution Of Material Or Information In Violation Of Law**
"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
 - (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
- B. Exclusion p. of Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:
- 2. Exclusions**
This insurance does not apply to:
- p. Recording And Distribution Of Material Or Information In Violation Of Law**
"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
 - (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – NEW ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 3. of **Section II – Who Is An Insured**
does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the DEFINITIONS Section is replaced by the following:

"Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 ELECTRONIC DATA LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK POLICY

- A.** The term "spouse" is replaced by the following:
 Spouse or party to a civil union recognized under Colorado law.
- B.** Under the Commercial Automobile Coverage Part, the term "family member" is replaced by the following and supersedes any other provisions to the contrary:
 "Family member" means a person related to:
1. The individual Named Insured by blood, adoption, marriage or civil union recognized under Colorado law, who is a resident of such Named Insured's household, including a ward or foster child;
 2. The individual named in the Schedule by blood, adoption, marriage or civil union recognized under Colorado law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individuals endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:
 "Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Colorado law, who is a resident of your household, including a ward or foster child.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect For 60 Days Or More

- a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:
 - (1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
 - (2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) A false statement knowingly made by the insured on the application for insurance; or
- (3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

C. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

D. The following condition is added:

INCREASE IN PREMIUM OR DECREASE IN COVERAGE

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

1. Nonpayment of premium;
2. A false statement knowingly made by the insured on the application for insurance; or
3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

If notice is mailed, proof of mailing will be sufficient proof of notice.

UNITED STATES LIABILITY INSURANCE GROUP

A STOCK COMPANY

A BERKSHIRE HATHAWAY COMPANY

1190 Devon Park Drive
Wayne, PA 19087-2191
888-523-5545 – USLI.COM

INSURANCE

POLICY

This policy jacket together with the policy declarations, coverage forms and endorsements, if any, complete this policy.

The enclosed declarations designates the issuing company.

INSURANCE POLICY

Read your policy carefully!

In Witness Whereof, the company has caused this Policy to be executed and attested. Where required by law, this Policy shall not be valid unless countersigned by a duly authorized representative of the company.

Secretary



President



This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**Molestation Or Abuse Insurance
(Defense Inside Limits)**

Schedule

LIMITS OF INSURANCE

EACH CLAIM: \$100,000

AGGREGATE: \$300,000

The following **COVERAGE M. –MOLESTATION OR ABUSE INSURANCE**, is added to **SECTION I – COVERAGES**:

1. Insuring Agreement

- a.** We will pay those sums you become legally obligated to pay as damages because of any “molestation or abuse” to which this insurance applies. We will have the right and duty to defend you against any “suit” seeking those damages. However, we will have no duty to defend you against any “suit” seeking damages to which this insurance does not apply. We may at our discretion investigate and settle any claim or “suit” that may result. But:
- (1)** The amount we will pay for damages, including but not limited to the cost of “defense expenses”, together and in total is limited as described in **SECTION III – LIMITS OF INSURANCE** of this endorsement; and
 - (2)** When we have used up the limits described for **COVERAGE M** by paying settlements, judgments, or “defense expense”, we will have no further right or duty to defend any claims or suits under this endorsement, whether pending at that time or started afterwards.
- b.** This insurance applies to damages from “molestation or abuse” only if:
- (1)** The “molestation or abuse” takes place in the “coverage territory” and;
 - (2)** The “molestation or abuse” first occurs during the policy period and;
 - (3)** The “molestation or abuse” to which this insurance applies and for which the claim is made: (a) occurred to a person while that person was involved or participating in a program, service, event or other activity sponsored, organized, operated, managed or otherwise directed by the Named Insured and; (b) while the person was in any Named Insured’s care, custody or control or; (c) was in the care, custody or control of one or more of any Named Insured’s “employees” with the Named Insured’s knowledge and consent.
- c.** Multiple acts of “molestation or abuse” of one or more persons committed by any one person or multiple acts of “molestation or abuse” of one or more persons committed by more than one person acting in concert, shall be deemed to be one occurrence of “molestation or abuse” and to have first occurred at the time of the earliest “molestation or abuse”;

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTAL PAYMENTS – COVERAGE M**.

2. Exclusions

This insurance does not apply to:

- a. Any person who committed or is alleged to have committed any actual or alleged “molestation or abuse”.
- b. Liability of others assumed by you under any contract or agreement either oral or in writing unless specifically endorsed hereon;
- c. Any obligation for which you or any carrier as your insurer may be held liable under workmen’s compensation, unemployment compensation, disability benefits law, employers liability, stop gap liability or under any similar law, whether based on statute, regulation or judicial determination;
- d. Any loss or claim either directly or indirectly arising from your activities as an officer or director of any corporation, company or business that is not the Named Insured;
- e. Any claim for punitive or exemplary damages;
- f. Any claim arising out of “molestation or abuse” by any one person which first occurs prior to the inception of this policy even if such “molestation or abuse” continues into this policy period.

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A & B, is deleted in its entirety and is replaced with the following, but only with respect to **COVERAGE M – MOLESTATION OR ABUSE INSURANCE:**

SUPPLEMENTAL PAYMENTS – COVERAGE M

1. We will pay, with respect to any claim we investigate or settle, or any “suit” against you we defend:
 - a. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - b. All interest on the full amount of any judgment that accrues after entry of judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limits of insurance.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED is deleted in its entirety and replaced with the following but only with respect to **COVERAGE M –MOLESTATION OR ABUSE INSURANCE:**

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of the business or program, service, event or other activity of the Named Insured.
 - b. A partnership or joint venture, you are an insured. Your members, your partner, and their spouses are also insureds, but only with respect to the conduct of the business or program, service, event or other activity of the Named Insured.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of the business or program, service, event or other activity of the Named Insured. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your “executive officers” and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Your “employees” other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company) are also insureds, but only for acts within the scope of their employment by you or while performing duties related to the conduct of the business or program, service, event or other activity of the Named Insured or “volunteer workers” only while performing duties related to the conduct of the business or program, service, event or other activity of the Named Insured.

SECTION III – LIMITS OF INSURANCE is amended with the following additions;

8. Regardless of the number of insureds and/or Limits of Liability under other coverage parts, coverage forms or endorsements under this policy, our liability is limited as follows:
- a. The limit of insurance stated in the schedule for **COVERAGE M** as applicable to “each claim” is the limit of our liability for the sum of:
 - (1) All damages arising out of or resulting from any incident or a series of incidents of “molestation or abuse” by any one person. Multiple acts of “molestation or abuse” of one or more persons committed by any one person or multiple acts of “molestation or abuse” of one or more persons committed by more than one person acting in concert, shall be deemed to be one “molestation or abuse”; and
 - (2) Related “defense expense”.
 - b. The limit of insurance stated in the schedule for **COVERAGE M** as “aggregate” is the total limit of our liability under this coverage for all damages and “defense expense” under this endorsement.

The conditions **1.** through **9.** in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** apply to **COVERAGE M** as well.

For the purposes of this endorsement, the following definitions shall apply:

“Molestation or Abuse” means sexual or physical injury or abuse of any person.

“Defense Expense” means payments allocated by us to a specific claim or “suit” for its investigation, settlement or defense, including attorneys’ fees and other litigation expenses, the cost of bonds to appeal judgment or award in any “suit” we defend and costs taxed against the insured in the “suit”. The cost of bonds to release attachments, but only for the bond amounts within the applicable limit of insurance. We do not have to furnish these bonds. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$250 a day because of time off from work.

SECTION V – DEFINITIONS, 18. “Suit”, is replaced by the following:

- 18.** “Suit” means a civil proceeding in which damages to which this insurance applies are alleged. “Suit” includes:
- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent..

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA POLICY
EXCESS LIABILITY POLICY**

PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION

Regardless of any other provision of this policy, this policy does not apply to punitive or exemplary damages.

If a "suit" is brought against any insured, and falls within the coverage provided by the policy, seeking both compensatory damages (damages for economic loss and pain and suffering) and punitive or exemplary damages (damages as a means of punishment), no coverage shall be provided by this policy for any costs, interest, defense costs, attorney or legal fees of any type or damages attributable to punitive or exemplary damages.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CLASSIFICATION LIMITATION ENDORSEMENT

Coverage under this contract is strictly limited to the classification(s) and code(s) listed on the policy Declarations page.

No coverage is provided for any classification(s) and code(s) not specifically listed on the Declarations page of this policy.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

INDEPENDENT CONTRACTORS/SUBCONTRACTORS EXCLUSION

It is agreed that this policy shall not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of the operations performed for any insured by any independent contractor(s) and/or subcontractor(s) or acts or omissions of any insured in the selection, retention or supervision of any independent contractor(s) and/or subcontractor(s).

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA POLICY
EXCESS LIABILITY POLICY**

EXCLUSION - INJURY TO PERFORMERS OR ENTERTAINERS

This insurance does not apply to:

- (i) “bodily injury” or “personal and advertising injury” to any performer or entertainer for which any insured may be held liable in any capacity;
- (ii) any obligation of the insured to indemnify or contribute with another because of damages arising out of the “bodily injury” or “personal and advertising injury” as a consequence of (i) above; or
- (iii) “bodily injury” or “personal and advertising injury” sustained by the spouse, child, parent, brother or sister of a performer or entertainer of any insured as a consequence of “bodily injury” or “personal and advertising injury” to such performer or entertainer.

This exclusion applies to all claims and “suits” by any person or organization for damages because of such “bodily injury” or “personal and advertising injury” including damages for care and loss of services.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

NON-OWNED AND/OR HIRED AUTO LIABILITY

If shown in the Declarations or Supplemental Declarations page, coverage for Non-Owned and/or Hired Auto Liability is provided subject to the following:

NON-OWNED AND/OR HIRED AUTO LIABILITY

Under this endorsement, the insurance provided under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to “bodily injury” or “property damage” arising out of:

1. The use of a “non-owned auto” in the course of your business by any person other than you; and/or
2. The maintenance or use of a “hired auto” in the course of your business by you or your “employees” assumed in a contract or agreement that is an "insured contract" provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the contract or agreement.

EXCLUSIONS

With respect to the insurance provided by this endorsement:

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, b., c., g., h., j., k., l., m. and n. do not apply to this Coverage.

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, is amended by the addition of the following:

This insurance does not apply to:

- (1) “Property damage” to:
 - (a) Property owned or being transported by, or rented or loaned to the insured; or
 - (b) Property in the care, custody or control of the insured.
- (2) “Bodily injury” or “property damage” arising out of any delivery of goods or products, whether or not a charge is made for such delivery.
- (3) Any claims made or “suits” brought for Uninsured Motorists or Underinsured Motorists coverage, Personal Injury Protection, Property Protection or similar no-fault coverage by whatever name called.

SECTION II – WHO IS AN INSURED, 1., 2., and 3. are removed and replaced by the following for the purposes of this endorsement only:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. With respect to a “non-owned auto”, any partner or “executive officer” of yours, but only while such “non-owned auto” is being used in the course of your business;
3. Any other person using a “hired auto” with your permission; and
4. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under paragraphs 1., 2. or 3. above

None of the following is an insured:

- a. Any person engaged in the business of his or her employer with respect to “bodily injury” to any co-“employee” of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-“employee” as a consequence of such “bodily injury”, or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
- b. Any partner or “executive officer” with respect to any “auto” owned by such partner or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in performing duties related to the conduct of an “auto business”, other than an “auto business” you operate;
- d. (1) The owner or lessee (of whom you are a sub lessee) of a “hired auto”; or
(2) The owner of a “non-owned auto”, including your employee if the “non-owned auto” is owned by that employee or a member of his or her household; or
(3) Any agent or “employee” of any such owner or lessee;
- e. Any person or organization with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE; 2. is amended by addition of the following:

- d. Damages under coverage for Non-Owned and/or Hired Auto Liability.

SECTION III – LIMITS OF INSURANCE is amended as follows with respect to the insurance provided by this endorsement:

The Limits of Insurance shown in the Declarations or Supplemental Declarations fix the most we will pay for Non-Owned and/or Hired Auto Liability regardless of the number of:

- a. Insureds;
- b. Claims made or “suits” brought; or
- c. Persons or organizations making claims or bringing “suits”.

The Non-Owned and/or Hired Auto Liability Aggregate Limit shown in the Declarations or Supplemental Declarations is the most we will pay for Non-Owned and/or Hired Auto Liability coverage and is included in and is part of the General Aggregate Limit.

If the Limits of Insurance are not shown, the Limits of Insurance will be equal to the each occurrence limit for general liability applicable to this policy at the time of the loss.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance is amended by the addition of the following:

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, for any “hired auto” or “non-owned auto”.

SECTION V – DEFINITIONS is amended as follows for the purposes of this endorsement only:

1. The definition of “employee” is replaced by the following:

“Employee” means any person employed, supervised or directed by you, whether or not compensated, including volunteers.

2. The following is added to the definitions of “insured contract”:

“Insured contract” also means that part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your “employees”, of any “auto”. However, such contract or agreement shall not be considered an “insured contract” to the extent that it obligates you or any “employees” to pay for “property damage” to any “auto” rented or leased by you or any of your “employees”.

But an “insured contract” does not include that part of any contract or agreement:

- a. That pertains to the loan, lease or rental of an “auto” to you or any of your “employees”, if the “auto” is loaned, leased or rented with a driver; or
 - b. That holds a person or organization engaged in the business of transporting property by “auto” for hire harmless for your use of a covered “auto” over a route or territory that person or organization is authorized to serve by public authority.
3. The following definitions are added:

“Auto business” means the business or occupation of selling, repairing, servicing, storing or parking “autos”.

“Hired auto” means any “auto” you lease, hire, rent or borrow. This does not include any “auto” you lease for a period of more than thirty (30) consecutive days nor does it include any “auto” you lease, hire, rent or borrow from any of your “employees”, your partner or your “executive officers” or members of their household.

“Non-owned auto” means any “auto” you do not own, lease, hire, rent or borrow which is used in connection with your business. However, if you are a partnership, a “non-owned auto” does not include any “auto” owned by any partner.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**BODILY INJURY EXCLUSION - ALL EMPLOYEES, VOLUNTEER
WORKERS, TEMPORARY WORKERS, CASUAL LABORERS,
CONTRACTORS, AND SUBCONTRACTORS**

Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, 2. Exclusions, e. Employer’s Liability is deleted in its entirety and replaced with the following:

e. Employer’s Liability

- (1) “Bodily injury” to any “employee”, “volunteer worker”, “temporary worker” or “casual laborer” arising out of or in the course of:
 - (a) Employment by any insured; or
 - (b) Performing duties related to the conduct of any insured’s business;
- (2) “Bodily injury” to any contractor, subcontractor or any “employee”, “volunteer worker”, “temporary worker” or “casual laborer” of any contractor or subcontractor arising out of or in the course of the rendering or performing services of any kind or nature whatsoever by such contractor, subcontractor or “employee”, “volunteer worker”, “temporary worker” or “casual laborer” of such contractor or subcontractor for which any insured may become liable in any capacity; or
- (3) Any obligation of any insured to indemnify or contribute with another because of damages arising out of such “bodily injury”; or
- (4) “Bodily injury” sustained by the spouse, child, parent, brother or sister of any “employee”, “volunteer worker”, “temporary worker” or “casual laborer” of any insured, or of a contractor, subcontractor, or of any “employee”, “volunteer worker”, “temporary worker” or “casual laborer” of any contractor or subcontractor as a consequence of any injury to any person as set forth in (1) and (2) above.

This exclusion applies to all claims and “suits” by any person or organization for damages because of such “bodily injury”, including damages for care and loss of services and any claim under which any insured may be held liable under any Workers’ Compensation law.

“Casual laborer” means any person providing work or materials to any insured for compensation of any type.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMPREHENSIVE PERSONAL LIABILITY INSURANCE
PERSONAL - EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA POLICY
COMMERCIAL EXCESS LIABILITY POLICY**

ABSOLUTE WAR OR TERRORISM EXCLUSION

The following supersedes the terms and conditions of this policy.

If the Policy to which this endorsement is attached contains an exclusion for War, that exclusion is deleted in its entirety and replaced with the following. If the Policy to which this endorsement is attached does not contain an exclusion for War, the exclusion below applies.

This insurance does not apply to, and the Company will not defend or pay Loss for, any Claim arising out of, directly or indirectly resulting from, based upon or in any way involving any actual or alleged:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- (4) "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage

The following definition is added to the Definitions Section:

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence;
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government, or to cause chaos among the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. It is reasonable to believe the intent is to intimidate or coerce a government, or to seek revenge or retaliate, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA POLICY
EXCESS LIABILITY POLICY**

**EXCLUSION – PARTICIPATION IN ATHLETIC ACTIVITY, PHYSICAL
ACTIVITY OR SPORTS**

This insurance does not apply to:

1. “Bodily injury”, “property damage”, “personal and advertising injury” or medical payments to or for participants arising out of or resulting from practice, instruction, participation, demonstration or any athletic activity, physical activity or sport; including but not limited to activity in preparation for or following such activity or sport.
2. “Bodily injury”, “property damage” or “personal and advertising injury” sustained by the spouse, child, parent, brother or sister of such participant(s) as a consequence of “bodily injury”, “property damage” or “personal and advertising injury” to such participant(s).
3. Any claims or “suits” by any person or organization for damages because of such “bodily injury”, “property damage” or “personal and advertising injury” including damages for care and loss of services.

This exclusion shall apply whether or not the athletic activity, physical activity or sport is performed in a class, competition, exhibition, game, practice or other setting.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
COMMERCIAL UMBRELLA POLICY
EXCESS LIABILITY POLICY**

ABSOLUTE PROFESSIONAL LIABILITY EXCLUSION

This policy does not insure against loss or expense, including but not limited to the cost of defense, arising out of or resulting from, directly or indirectly, the rendering of or failure to render professional services of any kind, or any error or omission, malpractice or mistake in the rendering of professional services of any kind, committed or alleged to have been committed by or on behalf of any insured.

This exclusion applies to all loss sustained by any person, including emotional distress, whether alleged, threatened or actual including but not limited to negligence or other wrongdoing with respect to:

- a. Hiring, placement, employment, training, supervision or retention of a person for whom any Insured is or ever was legally responsible; or
- b. Investigation or reporting to the proper authorities, or failure to so report; or
- c. The failure to protect any person while that person was in the Insured's care, custody or control.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA POLICY
EXCESS LIABILITY POLICY**

CERTAIN ANIMAL EXCLUSION

This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury”, or Medical Payments rising out of, directly, indirectly or in consequence of any of the following:

- 1) Dogs or hybrids of the following types:
 - a) American Staffordshire Terriers, American Pit Bull Terrier, or Staffordshire Bull Terriers, all commonly known as Pit Bulls;
 - b) Doberman Pinschers;
 - c) Rottweilers;
 - d) Chows;
 - e) Bull Mastiffs;
 - f) German Shepherds;
 - g) Any mixed breed animal which includes one or more of the breeds listed above;
 - h) Any trained attack or guard dog;
 - i) Any fighting dog or dog bred for fighting;
 - j) Any non-licensed dog.
- 2) Any mixed breed or wild animal or reptile, native or exotic, including but not limited to wolves, coyotes, foxes, alligators, iguanas, turtles and snakes.
- 3) Any saddle or riding animals, including but not limited to horses, ponies, donkeys, mules, camels, elephants, ostriches, and llamas.
- 4) Any animal not otherwise excluded in 1., 2. or 3. above that is known to be, or that should have reasonably been expected to be, harmful, dangerous or injurious to others. This includes any animal with a prior history of causing “bodily injury”.
- 5) Any farm animal not otherwise excluded in 1), 2) or 3) above.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**ABSOLUTE EXCLUSION FOR POLLUTION, ORGANIC PATHOGEN,
SILICA, ASBESTOS AND LEAD WITH A HOSTILE FIRE EXCEPTION**

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions, f. Pollution** is deleted in its entirety and replaced with the following:

f. Pollution, Organic Pathogen, Silica, Asbestos and Lead

- (1) “Bodily injury” or “property damage”; or
- (2) Diminishing or lessening in value of property or for damages from the taking, use or acquisition or interference with the rights of others in property or air space; or
- (3) Loss, cost or expense, including but not limited to payment for investigation or defense, fines and penalties, arising out of any governmental or any private party action, that an insured or any other party test for, monitor, clean up, remove, contain, mitigate, treat, detoxify or neutralize or in any way respond to or assess the actual or alleged effects of “pollutants”, “organic pathogens”, “silica”, asbestos, or lead;

arising directly, indirectly, in concurrence with or in any sequence out of the actual, alleged or threatened presence of or exposure to, ingestion, inhalation, absorption, contact with discharge, dispersal, seepage, release or escape of “pollutants”, “organic pathogens”, “silica”, asbestos, or lead, whether or not any of the foregoing are (1) sudden, accidental or gradual in nature; (2) intentional; or (3) expected or intended from the standpoint of the insured.

This exclusion applies even if the “pollutant”, “organic pathogen”, “silica”, asbestos, or lead has a function in, or is used by you in your business, operations, premises, site or location.

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (1) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or
- (2) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

This exclusion does not apply to “bodily injury” or “property damage” arising from the consumption of food products intended for human consumption.

“Pollutants” mean[s] any solid, liquid, gaseous, bacterial, fungal, electromagnetic, thermal or other substance that can be toxic or hazardous, cause irritation to animals or persons and/or cause contamination to property and the environment including smoke, vapor, soot, fumes, acids, alkalis, chemicals, toxic materials, “volatile organic compound” and gases therefrom, radon, combustion byproducts and waste. Specific examples identified as pollutants include, but are not limited to, diesel, kerosene, and other fuel oils . . . carbon monoxide, and other exhaust gases . . . mineral spirits, and other solvents . . . tetrachloroethylene, perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals . . . chlorofluorocarbons, chlorinated hydrocarbons, adhesives, pesticides, insecticides . . . and all substances specifically listed, identified, or described by one or more of the following references: **Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances** (1997 and all subsequent editions), **Agency for Toxic Substances And Disease Registry ToxFAQs™**, and/or **U.S. Environmental Protection Agency EMCI Chemical References Complete Index**.

“Silica” means silica in any form and any of its derivatives, including but not limited to silica dust, silicon dioxide, crystalline silica, quartz, or non-crystalline (amorphous) silica.

“Volatile organic compound” means any compound which discharges organic gases as it decomposes or evaporates, examples of which include but are not limited to formaldehyde, pesticides, adhesives, construction materials made with organic chemicals, solvents, paint, varnish and cleaning products.

“Waste” means any property intended to be disposed, recycled, reused or reclaimed by the owner or user thereof.

“Organic pathogen” means any organic irritant or contaminant, including but not limited to mold, fungus, bacteria or virus, including but not limited to their byproduct such as mycotoxin, mildew, or biogenic aerosol.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM**

EXPANDED DEFINITION OF BODILY INJURY

The Definition of “bodily injury” is removed in its entirety and replaced with the following:

1. "Bodily injury" means:
 - a. bodily injury,
 - b. sickness,
 - c. disease; or
 - d. mental anguish or emotional distress arising out of a., b., or c., above,

sustained by a person, including death resulting from any of these at any time.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**LIQUOR LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

AMENDMENT OF PREMIUM AUDIT CONDITIONS

SECTION IV, paragraph **5. Premium Audit**, is hereby deleted in its entirety and replaced with the following:

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our underwriting guides, rules and rates.
- b. We may examine and audit your books and records to compute the total earned premium at any time during the policy period or after the expiration date of a policy issued by the Company. At the close of each audit period we may compute the earned premium for the policy period. If the total earned premium for the policy period is less than the advance premium, we will refund the difference, subject to the minimum premium, to the first Named Insured. If the total earned premium for the policy period as determined by an audit is greater than the advance premium, then additional Audit Premium is due and payable as provided herein. The Premium for this policy may be amended during the current policy term based on the results of an audit of an expired/prior term. This may result in additional premium due to the Company for coverage under this policy.
- c. On the first policy issued to the Named Insured, the Company may examine and audit your books and records for policy period(s) prior to the effective date of our policy.
- d. The first Named Insured must keep current and accurate books and records and provide copies of such information needed for premium computation as our auditing representatives or we may request from time to time.
- e. Failure of the first Named Insured to cooperate with an audit at the expiration date may result in an Estimated Audit Premium being applied to this policy and will result in cancellation of any renewal policy issued by the Company. Failure to cooperate with a current term policy audit may result in cancellation of this policy and retention of any unearned premium. If, subsequent thereto, the first Named Insured cooperates with the audit as requested, earned premium for the policy period will be calculated in accordance with the terms of this Endorsement.
- f. Audit Premium or Estimated Audit Premium is due and payable on notice to the first Named Insured. Failure to pay premium, including any Audit Premium and Estimated

Audit Premium, may result in the cancellation of this policy and/or any renewal policy issued by the Company.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA POLICY
EXCESS LIABILITY POLICY**

EVENT VENDOR/EXHIBITOR & CONTRACTOR - EXCLUSION

This insurance does not apply to:

- 1) Any claim, demand or "suit" arising out of the activities or operations of a person or entity participating as a vendor, exhibitor, performer or other capacity in an event hosted, sponsored or coordinated by an insured.
- 2) Any claim, demand or "suit" arising out of the operations performed for any insured by any contractor or independent contractor or acts or omissions of any insured in the selection and retention of any contractor or independent contractor or acts or omissions of any insured in connection with the general supervision of such operations.

This exclusion does not apply to any claim, demand or "suit" arising out of the activities or operations of an insured participating as a vendor, exhibitor or other capacity in an event not hosted, sponsored or coordinated by the insured.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

BLANKET ADDITIONAL INSURED ENDORSEMENT

Section II – Who Is An Insured is amended to include as an insured any person, entity or organization that is:

1. A franchisor under a franchise agreement with the Named Insured as franchisee relating to “your work”; or
2. A licensor under a license agreement with the Named Insured as licensee relating to “your work”; or
3. A co-owner with the Named Insured in premises used for “your work”; or
4. A majority owner with a controlling interest in the Named Insured but only with respect to liability arising out of such owner’s (i) financial or operational control of the Named Insured; or (ii) ownership, maintenance or use of premises leased or occupied by the Named Insured for purposes of “your work”; or
5. A mortgagee, assignee or receiver of the Named Insured relating to “your work”; or
6. A lessor, or an agent of a lessor, under a lease agreement with the Named Insured as lessee relating to “your work”; or
7. A grantor of a permit to the Named Insured as permittee relating to “your work”.
However, if the grantor of a permit is a federal, state or local government or political subdivision, there is coverage under this endorsement only for liability arising from:
 - a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - b. The construction, erection or removal of elevators; or
 - c. The ownership, maintenance or use of any elevators covered by this insurance; or
8. A lessor of equipment leased to the Named Insured relating to “your work”; or
9. A contributor, benefactor, or supporter who provides financial assistance to the Named Insured in connection with “your work”;

but only to the extent the Named Insured is required to add such person, entity or organization as an additional insured to this policy under a written contract, written permit or written agreement relating to “your work”.

Such person, entity or organization is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” that is caused, in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf in connection with “your work” while such written contract, written permit or written agreement is in effect.

EXCLUSIONS

There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for “bodily injury”, “property damage” or “personal and advertising injury”:

1. That occurs after all of “your work”, including materials, parts or equipment furnished in connection with “your work” and performed under a written contract, written permit or written agreement has ended; or
When that portion of “your work” out of which the “bodily injury”, “property damage” or “personal and advertising injury” arises and performed under a written contract, written permit or written agreement has been put to its intended use by any person(s) or organization(s);
whichever occurs first.
2. Arising directly or indirectly from construction or demolition operations of any kind performed by you.
3. Caused or alleged to be caused by the sole negligence of an additional insured under this endorsement.
4. Arising out of “your work” performed for a federal, state or local government or political subdivision under a written permit.
5. Included within the “products-completed operations hazard”.

CONDITIONS

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract, written permit or written agreement specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

AMENDMENT OF LIQUOR LIABILITY EXCLUSION

It is agreed:

SECTION I – COVERAGES; COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions; c. Liquor Liability is deleted in its entirety and replaced with the following:

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Actual or alleged violation of any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", arises or results, directly or indirectly from Paragraph (1), or (2) or (3) above.

However, this exclusion applies only if:

- (1) An insured is in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages; or
- (2) An insured sells, serves or furnishes alcoholic beverages in exchange for a charge, fee or donation of any kind; or
- (3) An insured permits a person to bring alcoholic beverages for consumption on any insured's premises or at any insured's event in exchange for a charge, fee or donation of any kind.

All other terms and conditions of this policy remain the same. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM**

Throughout this policy, with the exception of **SECTION II – WHO IS AN INSURED;** when the word “insured(s)” is used it shall mean “any insured(s)”.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM**

SEPARATION OF INSUREDS CLARIFICATION ENDORSEMENT

It is agreed that **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** and **SECTION IV – LIQUOR LIABILITY CONDITIONS; 7. Separation Of Insureds** is deleted in its entirety and replaced with the following:

7. Separation of Insureds

The Limits of Insurance of this policy applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or “suit” is brought, but nothing in this endorsement shall serve to increase the Limits of Insurance beyond the Per occurrence, per person, per premises, per common cause, aggregate or any similar limit stipulated in the Declarations.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act ("the Act"), as amended, you have a right to purchase insurance coverage for losses arising out of acts of terrorism. *As defined in Section, 102 (1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability, for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in any one calendar year, your coverage may be reduced.

You should also know that, under federal law, you are not required to purchase coverage for losses caused by certified acts of terrorism.

REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE

Note: In the states of California, Georgia, Hawaii, Illinois, Iowa, Maine, North Carolina, Oregon, Washington, West Virginia and Wisconsin, our terrorism exclusion makes an exception for fire losses resulting from an Act of Terrorism. In these states, if you decline to purchase Terrorism Coverage, you still have coverage for fire losses resulting from an Act of Terrorism.

Please "X" one of the boxes below and return this notice to the Company.

X	I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.
	I elect to purchase coverage for certified acts of Terrorism for a premium of \$ _____.

On File with the Company _____
 Applicant Name (Print)
 Signature on File with the Company _____
 Authorized Signature

GILPIN HISTORICAL SOCIETY _____
 Named Insured
 On File with the Company _____
 Date

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AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Rob Gutierrez, Director, Community Development
Date: April 30, 2024
Item: Resolution TUP-24-2, Approving A Temporary Use Permit for the Fjallraven Classic Event
Requested Action: Resolution
Public Hearing: Yes

I. **REQUEST OR ISSUE:**

The applicant, Matthew Szmanda of Field Athletic Management is seeking permission for a Temporary Use Permit for the Fjallraven Classic event that is scheduled for July 23rd, 2024 through July 26th, 2024. The event route will traverse Rollins Pass on a rolling start and will cover roughly 30 miles, mostly in Boulder County. The event will start and end in Gilpin County at the Jenny Lake Trailhead, off of Rollins Pass Rd. Participants will be shuttled to and from Rollins Pass Rd. The Gilpin County Planning Commission held a public hearing on TUP-24-2 on April 9th, 2024 and voted 8 to 0 to certify a "DO-PASS" recommendation to the Board of County Commissioners.

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

Staff are recommending approval of TUP-24-2.

III. **FISCAL IMPACTS:**

None.

IV. **LEGAL ISSUES:**

None.

V. **ENVIRONMENTAL IMPACTS:**

None.

VI. **ALTERNATIVES:**

The Board may continue the public hearing to a time and date certain, or may deny the petition.

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

APPROVING A TEMPORARY USE PERMIT FOR THE FJALLRAVEN CLASSIC EVENT

WHEREAS, applicant Matthew Szmanda has submitted an application requesting approval of a Temporary Use Permit (TUP) to allow for a hiking and camping event in northwest Gilpin County between July 23 and July 26, 2024, in accordance with the Gilpin County Zoning Regulations; and

WHEREAS, the proposed TUP application was reviewed by staff, Office of Emergency Management, Timberline Fire Protection District, Gilpin County Sheriff’s Office and Gilpin Ambulance Authority; and

WHEREAS, the TUP was published in the newspaper of record on March 21, 2024, for a public hearing before the Gilpin County Planning Commission and the Gilpin County Board of County Commissioners; and

WHEREAS, the proposed TUP was reviewed by the Gilpin County Planning Commission and a public hearing was held on April 9, 2024; and

WHEREAS, the Gilpin County Planning Commission voted 8 to 0 to certify a “**DO-PASS**” recommendation on this petition to the Gilpin County Board of County Commissioners; and

WHEREAS, the Gilpin County Board of County Commissioners considered this request and held a public hearing on April 30, 2024, during a regularly scheduled meeting; and

WHEREAS, all findings resulting from said review is a matter of record.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Gilpin County, Colorado that TUP-24-2 is hereby _____, conditioned upon the following:

1. That approval of this TUP is contingent upon written approval from the United States Forest Service for the event.
2. That any conditions attached to the approval for the event from the United States Forest Service shall also be attached to approval of this TUP.
3. That any conditions or requirements imposed on this event by the Gilpin County Sheriff’s Office, Gilpin County Office of Emergency Management, Timberline Fire District, and the Gilpin County Ambulance Authority shall be met prior to the commencement of the event.

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.

My commission expires: _____

Witness my hand and official seal.

Notary Public

Planning Commission

Gilpin County

Certification of Legislative Recommendation



April 22nd, 2024

Gilpin County Board of Commissioners
203 Eureka St.
Central City, CO 80427

Re: TUP-24-2 Fjallraven Classic Event

Dear Commissioners,

As Secretary to the Gilpin County Planning Commission, I do hereby certify that pursuant to Colorado Revised Statutes (C.R.S) 30-28-113 et seq., on April 9th, 2024, the Planning Commission held a public hearing on Petition No. TUP-24-2; Temporary Use Permit for the Fjallraven Classic Event.

The Gilpin County Planning Commission, after due consideration of the proposal under C.R.S. 30-28-111, voted 8 to 0 to recommend approval of the temporary use permit to the Gilpin County Board of Commissioners. This letter hereby certifies the Commission's "**Do-Pass**" recommendation to the Board.

Sincerely,

Rob Gutierrez
Planning Commission Secretary
Director of Community Development



Staff Report

Department of Community Development

203 Eureka St. Central City, CO 80427



Board/Commission	Gilpin County Board of County Commissioners
Meeting Date & Time	April 30 th , 2024, 9:30 A.M. or later; Public Hearing
Meeting Location	203 Eureka St. Central City, CO 80427
File Number	TUP-24-2
Petition Type	Temporary Use Permit
Applicant	Matthew Szmanda
Subject Property	Jenny Lake Trailhead, Rollins Pass Rd.
Subject Property Zoning	USDA, Forest Service

Summary of Request

The applicant, Matthew Szmanda of Field Athletic Management is seeking permission for a Temporary Use Permit for the Fjallraven Classic event that is scheduled for July 23rd, 2024 through July 26th, 2024. The event route will traverse Rollins Pass on a rolling start and will cover roughly 30 miles, mostly in Boulder County. The event will start and end in Gilpin County at the Jenny Lake Trailhead, off of Rollins Pass Rd. Participants will be shuttled to and from Rollins Pass Rd.

Zoning Regulations

Section 1.8 (C)(9) Temporary Use Permit

REVIEW AND APPROVAL CRITERIA: For TUP Events for 250 persons or more, the PC and BOCC shall base their decision on their findings of the extent to which the proposed Temporary Use:

- a. *Complements or is compatible with the surrounding uses, character and community facilities.*
- b. *Adequately mitigates traffic impacts, if any.*
- c. *Contributes to, enhances, and promotes the welfare of the area and adjacent properties.*
- d. *Is in scale with the existing neighborhood or will be considered to be in the scale with the neighborhood as it develops in the immediate future.*
- e. *Mitigates any adverse impacts on adjoining properties in the street network in an adequate manner.*
- f. *The BOCC may, in the interest of the public welfare and to ensure compliance with this ordinance, establish reasonable conditions on the operation, location, arrangement, type, character and manner of construction of any use for which a TUP is authorized. Such conditions may include, but not be limited to hours of use, noise level, lighting, traffic control measures, emergency access, security, dust control, trash collection, and disposal and occupant loads.*

Section 3.7 Temporary Use Permit

The process for a Temporary Use Permit shall follow the procedures in Section 1.8C. This section shall establish additional standards for TUP's.



A TUP is required for all special events on private and County owned property, including County rights-of-ways as follows:

Events Under 250 Persons Attending but more than 100 Persons

- The following events are eligible for administrative approval.
- Events whose duration is no more than 48 consecutive hours as measured from start to finish;
- Daily attendance shall not exceed 249 persons;
- Does not include amplified music or speech;
- Events that do not involve the use of public right-of-way or public infrastructure.

Events with 250 Persons or More Attending

Board of County Commissioner approval shall be required per Section 1.8C.

Events Involving Use of Public Right of Way or Public Infrastructure (Any number of persons)

Board of County Commissioner approval shall be required per Section 1.8C.

Application – An application (for) these events shall be submitted not less than 180 days prior to the commencement of the proposed activity.

Conditions of Approval

- The County may attach whatever conditions and limitations necessary to protect public health, safety, and welfare. Such conditions may include, but shall not be limited to hours of use, noise level, light, traffic control measure, security, dust control, trash collection and disposal and occupant loads.
- Only four events per year, per parcel or parcels, shall be permitted.

Details of Event

The Fjallraven Classic event is being held on property owned by the United States Forest Service and will start and end in Gilpin County. Shuttle service will be provided to the participants to the starting point at Jenny Lake Trailhead.

Participants will practice Leave No Trace principles. Field Athletic Management and Leave No Trace will capture images of campsites and on course signs pre and post event. Field Athletic Management and Leave No Trace will document the environmental status of the Yankee Doodle Campsite pre and post event. Field Athletic Management will submit all information gathered to the USFS and the County following the event to conduct a post-use review.

Field Athletic Management will provide bear canisters to all participants at each campsite. Field Athletic Management and Leave No Trace will communicate the USFS food storage order and assist in ensuring that all food and refuse is stored properly for the night.

Wag Bags will be provided to each participant and each participant will be required to pack out their excrement for proper disposal.

Other provisions within the plan include a complete fire ban, regardless of County or USFS fire restrictions. Respect for wildlife will be adhered to including observe from a distance, not to feed the wildlife and protect wildlife by proper storage of food and refuse.

Participants will also help Gilpin County preserve the past by not touching cultural or historic structures and artifacts along the trail or at the campsite. Participants will be required to leave rocks, plants and other natural objects as they found them.



Participants are not allowed to build structures, furniture, or dig trenches at either the campsite, checkpoints, or along the trail.

Staff Analysis

The Temporary Use Permit is intended to ensure that such uses or structure do not negatively affect adjacent land, are discontinued upon the expiration of a set time period, and do not involve the construction or alteration of any permanent building or structure. Staff believe that this temporary use of the land for this event is complimentary and compatible with the surrounding area uses. This event will mitigate any adverse impacts due to access, and parking by use of a shuttle to transport participants to the event location. Staff are requesting that the necessary permits be obtained from the USFS prior to the start of the event, or the County will not issue the Temporary Use Permit. USFS typically does not approve events until the County has approved the temporary use. Staff have not had issues receiving this permit from the applicant prior to the event. Staff are also requesting the impact report to be submitted to the County at the conclusion of the event for review. The County has not received any complaints with regards to this event in previous years.

Departmental Review

Sheriff's Department: Approved 2.28.2024

Office of Emergency Management: Approved 2.28.2024

Timberline Fire: Sent for review on 2.28.2024

Gilpin Ambulance Authority: Sent for review on 2.28.2024

Exhibits Attached

Exhibit A: Event Narrative

Exhibit B: Location of Event

Exhibit C: Emergency Operations Plan

Exhibit D: 2023 Impact Report

Staff Recommendation

Staff are recommending **approval** of TUP-24-2 based on the following findings of fact:

1. This event **will** be complementary and compatible with the surrounded uses, character and community facilities of the United States Forest Service land for a hiking and camping event.
2. This event **will** adequately mitigate traffic impacts by the use of a shuttle service to the trailhead.
3. This event **will** contribute to, enhance, and promote the welfare of the area and adjacent properties by the practicing of Leave No Trace principals, a complete fire ban, the packing out of waste, use of bear proof canisters for food, and the preservation of cultural artifacts that may be found.
4. This event is considered to be in scale of the existing neighborhood as no temporary structures are being used during the event, the event is held on National Forest lands, and the event is for hiking camping.



5. This event **will** mitigate adverse impacts due to access, parking, service areas, and traffic on adjoining properties and the street network in an adequate manner, by use of a shuttle service to the trailhead that will drop off and pick up the participants.

Staff are recommending the following conditions be attached to approval of this petition:

1. United States Forest Service Permit shall be required to be submitted to the County prior to the event.
2. An impact report shall be submitted to the County at the conclusion of the event.
3. Any conditions imposed on the event by the United States Forest Service.



TUP-24-2 Staff Report Exhibit A



The following is an Operations Plan for Fjällräven Classic hosted out of Fjällräven HQ: The route will traverse Rollins Pass on a rolling start July 23rd - July 25th, and July 24 - July 26, 2024.

Event Contacts:

Primary	Matt Szmanda	715-432-3290
Secondary	Alena Han	810-300-6896

Event Overview:

Fjällräven Classic is an educationally focused outdoor trekking experience for 300 total participants that will cover roughly 30 miles over three days. The trek will be run on a rolling start to decrease impact on the trail system. Participants will be divided into two groups of 150. Group 1 will begin their hike July 23rd, and Group 2 will begin hike July 24th.

Participants will be navigating the Continental Divide beginning at Moffat/ Rollins Pass Road 149/ Jenny Creek TH day 1, and ending back at the base of Moffat/ Rollins Pass Road 149 on day 3.

On the night of July 22nd, Group 1 will arrive at Trekkers Inn (Caribou Ranch) for an operations meeting. On the night of July 23th, Group 2 will arrive at Trekkers Inn for an operations meeting. Hikers, support crew, Fjällräven (FJR) staff will be briefed during the fireside chat by Medical, Field Athletic Management (FAM), and Leave No Trace (LNT). During the meeting participants will go through a day by day breakdown of the trail, USFS sensitivities, trekking and camping rules, the history of the wagon road we are trekking, and an overview of the Leave No Trace principles.

On Tuesday, July 23rd, group 1 participants will be shuttled from Boulder to Moffat/ Rollins Pass Road 149. Participants will be on trail for three days. On Wednesday, July 24th, group 2 participants will be shuttled to Moffat/ Rollins Pass Road 149. On July 25th group 1 participants will return to Moffat/ Rollins Pass Road 149 by way of Jenny Creek trail, and shuttled to Boulder, Caribou Ranch. On July 26th group 2 participants will return to Moffat/ Rollins Pass Road 149 - by way of Jenny Creek Trail, and shuttled to Boulder or Caribou Ranch.

RUN-OF-SHOW - Rolling Start

2 groups (2 day rolling start, 100 each)		
Time	Group 1	Group 2
Sunday - Monday		
Mid-afternoon	Check-in & gear Up at Denver Store	
All Day	Mark Course	
Tuesday		
6:00 AM	Staff set up Checkpoint 1	Check-in & gear Up at Denver Store
8:00 AM	Hike day 1	
8:00 AM	Staff set up Campsite 1	
3:00 PM	Arrive at Campsite 1	
3PM-5PM	Snack/drinks available	
6:00 PM	Dinner	
Evening	Activities	
Wednesday		
7:00 AM	Campsite 1 Hot water/Breakfast	
8:00 AM	Hike day 2	Hike day 1
9:00 AM	Campsite 1 last trekker out	Staff reset Campsite 1
8:30 AM	Check Point 2 ready	
1:00 PM	First trekker to Campsite 2	
3:00 PM	Last trekker to Campsite 2	Arrive at Campsite 1
6:00 PM	Campsite 2 dinner	Campsite 1 dinner
Thursday		
7:00 AM	Campsite 2 Hot water/Breakfast	Campsite 1 Hot water/Breakfast
8:00 AM	Hike day 3	Hike Day 2
9:00 AM	Campsite 2 last trekker out	Campsite 1 last trekker out
10:30 AM	Food ready to finishers	Staff reset Campsite 2

11:00 AM	First trekker to finish	
12:00 PM	Last trekker to finish	First trekkers to Campsite 2
6:00 PM	Last trekker to finish	Campsite 2 dinner
Friday		
7:00 AM		Campsite 2 Hot water/Breakfast
8:00 AM		Hike day 3
10:30 AM		Food ready to finishers
11:00 AM		First trekker to finish
12:00 PM		Last trekker to finish
6:00 PM		Last trekker to finish

CAMPsites

Below is a proposal for the use of Forest Service Land for participant overnight camping on July 23 - July 26, 2023. The following are the initiatives and core values of the trek that will remain consistent throughout:

Field Athletic Management and Leave No Trace have documented the campsite locations with GPS coordinates for Camp 1 Yankee Doodle. FAM and LNT will capture images of campsites and on course signage pre and post events, as done in years past. LNT and FAM will document the environmental status of Yankee Doodle Campsite pre and post event. Field Athletic Management will submit all information gathered to the USFS and the involved municipalities following the event to conduct a post-use review.

FAM will provide bear canisters to all participants at each campsite. Participants will be directed to share bear canisters with their group members, or nearby campers. At arrival FAM and LNT will communicate the USFS food storage order and assist in ensuring all food and refuse is stored properly for the night.

Participant Direction: Each Campsite requires a personal interaction with Leave No Trace and Field Athletic staff to stamp the participant's passport, for tracking and accountability. For Campsite #1 Yankee Doodle Lake and #2 at Jenny Lake the communication will be delivered at the campsite check in tent:

- Check in of participants at tent (FAM + FJR)
- Direct communication of strict wag bag use (LNT)
- Direct communication of Bear Canister use and The USFS Food Storage Order (LNT)
- Direct communication of where participant camping is allowed – the entrance to the campsite, Leave No Trace Ambassadors will assist participants in selecting pre designated campsites
- Location of Medical Personnel for treatment (FAM + Medical)
- 1 Leave No Trace Principles Sign will be posted at the entrance, and within the allowed camping space: sign will be 18x36" on an h-stake. Signage will be immediately removed post event (FAM).

Participants will not be allowed to swim or participate in social activities (paddle boarding, swimming, etc.) in Yankee Doodle Lake or Jenny Lake. Participants have been allowed to swim while hiking through Corona Lake in Grand County during day 2 of their hike. This will be enforced by Field Athletic and Leave No Trace Ambassadors to ensure there is no excessive use within Corona lake. Leave No Trace Ambassadors will educate participants how to access Yankee Doodle and Jenny lakes in order to lessen our visible footprint and avoid creating a trail to the water source.

Campsite Activities: Post hike campsite activities will include LNT discussions on camping under Leave No Trace Ethics. Camp stove, bear canister tutorials, meal prep for extended backpacking trips tutorials, campsite fluffing tutorials.

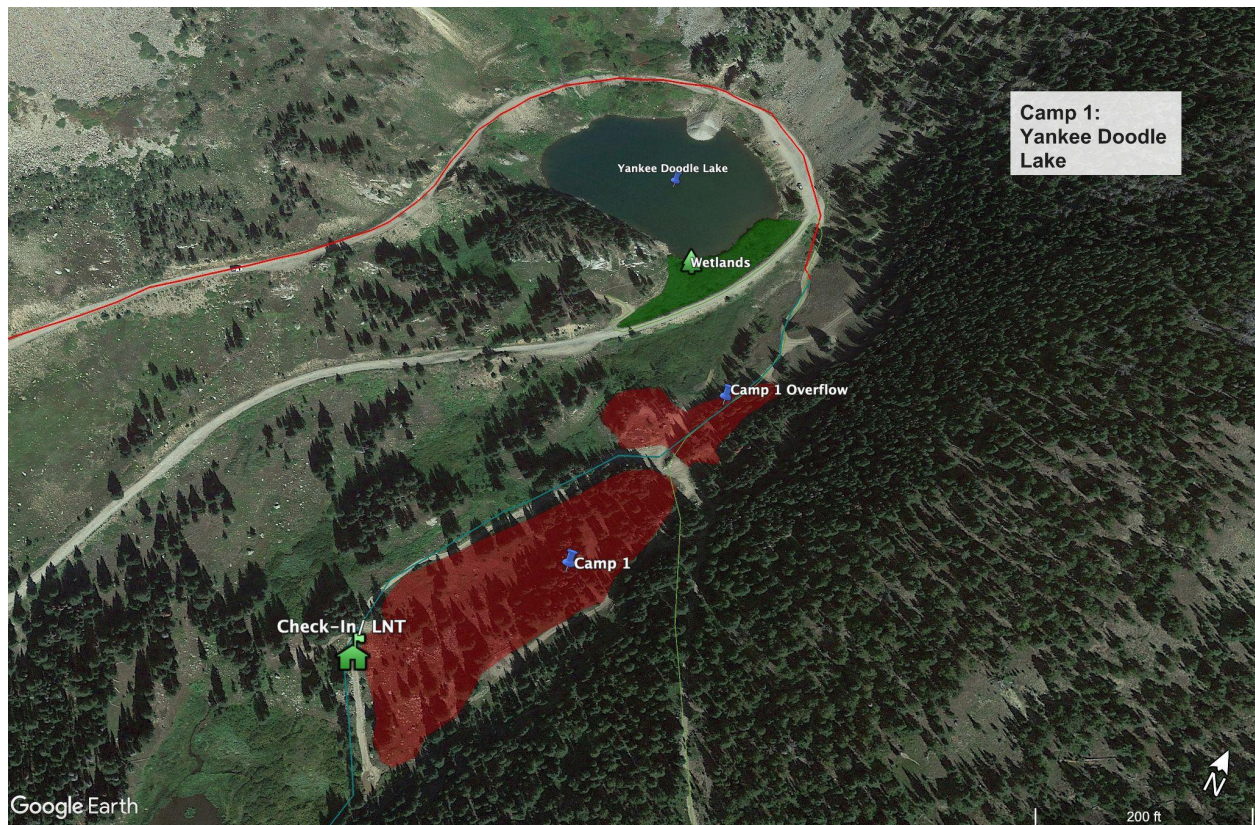
Partners On Course:

- Leave No Trace - Educational Courses, and event support provided to participants as part of admission, no sales occurring on USFS land
- Primus / Upslope Brewing - Located on Course at Camp 2 Jenny Lake: contained primus outdoor cooking equipment, 10x10 Tent and meals provided to participants as part of admission. In partnership with Upslope Brewing - We are proposing a 1 beer limit - food + beer pairing during Camp night 2, Jenny Lake. All beer served would be done so by TIPS trained bartenders, and each of age participant will be limited to 1 beer. This is included in the ticket sale and there will be no sales occurring on USFS land.
- HanWag - Located at Caribou Ranch - Educational Courses in boot fitting provided to participants as part of admission, no sales occurring on USFS land
- KUJU Coffee - Coffee provided to participants as part of admission, no sales or advertising occurring on USFS land
- Grayl - Water filtration provided to participants as part of admission, no sales or advertising occurring on USFS land
- Skratch Labs - On course checkpoint nutrition and snacks provided to participants as part of admission, no sales occurring on USFS land - Some small A frame Signage
- Rocky Mountain Anglers - On course, participants will also be given the opportunity to take a fly fishing tutorial through Rocky Mountain Anglers. The tutorial will be located at Jenny Lake, night 2. All trekkers participating in fly fishing lessons will be pre- notified that they must have a valid Colorado fishing license through Colorado Parks and Wildlife. RMA will screen each participant before the lesson begins. No sales or advertising occurring on USFS land.

Camp Location #1

See .kmz or .kml for detailed map - Camp 1 for both groups is located near Yankee Doodle Lake, on Forest Service land, and is staffed by Field Athletic Mgmt and Leave No Trace Ambassadors. Each participant will have their passport stamped, have access to Medical, water, food, Skcratch Labs, bear canisters, morning yoga, and educational interactions with Leave No Trace and Fjällräven.

- The attached map shows the proposed camping location for the participants at Yankee Doodle Lake.
- Field Athletic and LNT representative to confirm and mark with pin flags the exact camping location, ingress and egress from the camping location. Also locate the camping location to the trail, finalize the site function with medical team placement, and identify other items that require oversight or management. Participants will be directed to the camping location by Leave No Trace and directed to only camp within the selected area.



Inclement Weather Plan for Moffat/ Rollins Pass Road
Please see Emergency Operations Plan*

Medical support will be monitoring lightning reports and weather forecasts regularly.

In the case of inclement weather there will be 4x4 shuttles staged near Jenny Lake to provide coverage once participants come down to safety.

On day 2 for each group we are above the treeline for an extended period of time (5-6 hours). This exposes us to inclement weather. In the case we encounter weather at the peak we have an aid station with 4x4 posted on the Corona Pass side ready to pick up crew and hikers. Corona Pass Road will also be used as an alternate route down on day 3 in case inclement weather comes in.

Campsite 2 is located at Jenny Lake on Forest Service land, and will be staffed by Field Athletic and Leave No Trace Ambassadors. Each participant will have their passport stamped, have access to Medical, water, food, bear canisters, and educational interactions with Leave No Trace and Fjällräven.

Camp Location #2

*See .kmz or .kml for detailed map

- The attached map shows the proposed camping location for the participants
- Field Athletic and Leave no Trace to confirm and mark with small pin flags exact camping location, ingress and egress from the camping location. Also, walkthrough the camping location from the trail, finalize the site function with medical team placement, and identify other items that require oversight or management.
- Participants will be directed by LNT to the camping location and to only camp within the designated area.

Camp 2: Jenny Lake



COURSE OPERATIONS

Trail Markings:

The course will be marked on Sunday, July 23rd. Course markings will consist of directional arrows on H Stakes, pink course tape, and branded Fjällräven mile markers placed every 3 miles (10 total) on 18x24 coroplast signage. The Signage will be stapled to wooden stakes and or dead trail side timber. There will be 1 checkpoint sign each day "Check Point 1 Mile ". Course markings will be removed Friday, July 28th during sweep.

Inclement Weather Plan for Moffat/ Rollins Pass Road:

Medical support will be monitoring lighting reports and weather forecasts regularly. In the case of inclement weather hikers will get below tree line - shuttles will be called by our medical team, and staged at the intersection of Tolland Rd and CR117 Rollins Pass Road

On day 2 for each group we are above the treeline for an extended period of time (5-6 hours). This exposes us to inclement weather. In the case we encounter weather at the peak we have an aid station with 4x4 posted on the Corona Pass Road Aid Station side ready to pick up crew and hikers.

Trail Sweep:

Field Athletic will have 2 staff members who will sweep the course each day for all markings, signage, and trash. The Sweep will work collaboratively with the sweep Medical team to oversee the last participants on the trail each day.

Course Overview

Rollins Pass Loop



Route:

Day 1: Shuttle from Boulder / Trekkers Inn -> Moffat/ Rollins Pass Road 149 -> Jenny Creek Trail #808 -> Yankee Doodle Lake Camp

Day 2: Yankee Doodle Camp -> Boulder Wagon Trail #501.1 -> Moffat Road #149 -> Corona Lake 8 -> Loop Back to Moffat Road #149 -> Jenny Lake Camp

Day 3: Jenny Lake Camp -> Moffat Road #149 -> Jenny Creek Trail #808.1 -> #808 -> Moffat/ Rollins Pass Road 149 -> Shuttle to Boulder / Trekkers Inn

Parking Plan: - All participants will park at the Trekkers Inn / Boulder. Participants will then be shuttled to The Intersection of Tolland Rd and Rollins Pass Road CR117 - This is where they will begin their hike. On day three the participants will then be picked up by shuttle at the intersection of Tolland Rd and Rollins Pass Road.

Communications Plan: Field Athletic Staff will be in communication with Internal staff, Medical Staff, Fjällraven Staff, and Leave no Trace staff by way of two-way radios. Field Athletic will provide the repeater, and will be located near the Needles Eye. Please see the Emergency Operations Plan for a more detailed communications plan.

LEAVE NO TRACE

Leave No Trace works with brands who share a passion for the outdoors and help to inspire their community to get outside and protect our outdoor spaces. Fjällraven has been on the forefront of the Leave No Trace Center's work for the past several years, helping protect natural areas and strengthen our volunteer network. Fjällraven's partnership has greatly enhanced Leave No Trace education efforts, leading to stronger protections for natural resources.

Fjällräven and Field Athletic have partnered with the Leave No Trace Center for Outdoor Ethics to assure the trails, campsites, and event space is enjoyed responsibly, and all participants and staff utilize and put Leave No Trace principles into action, and leave the trails in better condition than then when our participants arrived.

Important Leave No Trace Tips for the Fjällräven Classic: Communications to Participants, signage a registration, sustainable campsites, and on trail education by 15 Leave No Trace Ambassadors dispersed throughout the course:

Dispose of Waste Properly

- You are required to pack out all trash, leftover food and litter. Vinyl Fjällräven trash bags will be provided and all litter including "micro-garbage" such as bits of food and trash including organic litter like orange peels or egg and pistachio shells.

Wag Bags Requirement

- Each participant will be issued three Wag Bags, and all Human Waste will be packed out. There will be extra wag bags at all campsites, and checkpoints. Human waste can play a critical role in protecting sensitive environments. Using human waste disposal bags is recommended when the soil is too hard, or even too sensitive (think desert and tundra soils) to dig a cat hole. Fjällräven is requiring the use of human waste bags to minimize sanitation and environmental impacts by the participants of the Classic.

Camp on Durable Surfaces

There will be camping sites provided, however the location of your tent and set up is

important.

- Good campsites are found, not made and altering a site is not necessary.
- Use surfaces that are resistant to damage, such as rock, sand, gravel and dry grass.
- Campfires are not allowed at any of the camps for any reason. Please make sure you have a headlamp and warm clothing for light and warmth.

Respect Wildlife

Colorado's backcountry is home to many different forms of wildlife. It is important to remember we are visiting their home.

- Observe wildlife from a distance. Do not approach or follow them.
- Feeding wildlife damages their health, alters natural behaviors, and exposes them to predators and other dangers.
- Protect wildlife and your food by storing food and trash securely at camp. Bear canisters and bear hangs will be provided at each camp.

Leave What You Find

- Preserve the past: examine, but do not touch cultural or historic structures and artifacts along the trail or at either camp site.
- Leave rocks, plants and other natural objects as you find them.
- Avoid introducing or transporting non-native species.
- Do not build structures, furniture, or dig trenches at either camp site, checkpoint, or along the trail.

Minimize Campfire Impacts

Fjällräven Classic Participants will be under a strict "fire ban" regardless of Municipal and or USFS Fire Restrictions.

Be Considerate of Other Visitors

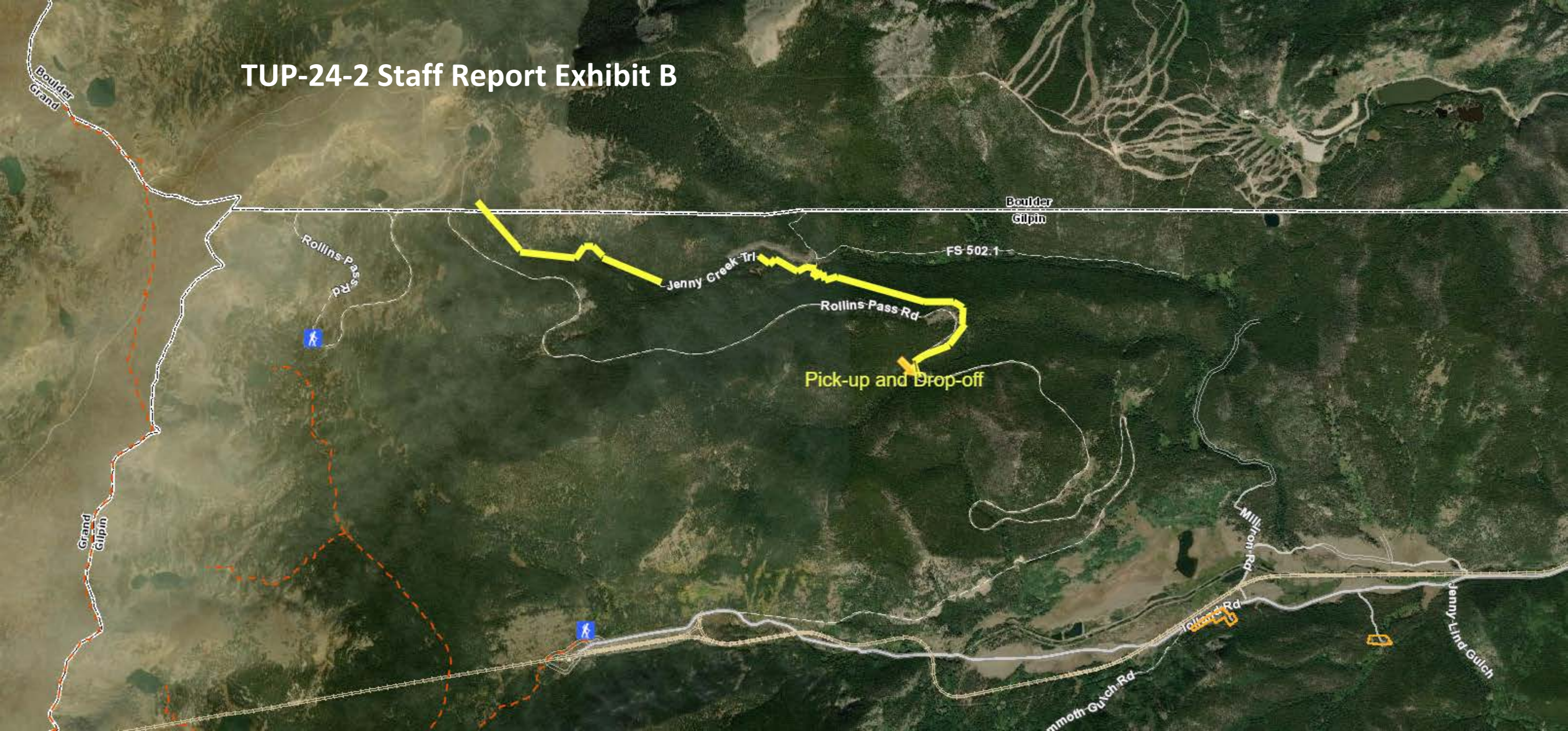
- Respect other visitors and protect the quality of their experience.
- Be courteous. Yield to other users on the trail.
- Step to the downhill side of the trail when encountering pack stock.
- Take breaks and camp away from trails and other visitors.
- Let nature's sounds prevail. Avoid loud voices and noises.

7 Leave No Trace principles:

- 1) Pack out all trash

- 2) Wag Bag Use Requirement
- 3) Camp on Durable Surfaces
- 4) Leave What you find
- 5) All participants are under a strict "fire ban" regardless of municipal and or USFS restrictions and or allowances
- 6) Considerate of other visitors
- 7) Respect Wildlife

TUP-24-2 Staff Report Exhibit B



Boulder
Gilpin

Rollins Pass
Rd

Jenny Creek Trl

Boulder
Gilpin

FS 502.1

Rollins Pass Rd

Pick-up and Drop-off

Grand
Gilpin

Mill
Iron Rd

Lollan Rd

Jenny Linet
Gulch Rd

Jenny Linet
Gulch

TUP-24-2 Staff Report Exhibit C

Fjallraven Classic Emergency Operations Plan 22-26 July, 2024

Introduction

Purpose

This document is a pre-planning tool for use in case of any emergency during the operational timeframe of the Fjallraven Classic event in the general area of Rollins Pass, Colorado.

Content

This Event Operational Plan (EOP) contains elements of the Incident Command System (ICS) sections 201 (Incident Briefing), 202 (Incident Objectives), 203 (Organizational Assignment List), 204 (Division Assignment List), 205 (Incident Radio Communications Plan) and 206 (Medical Plan). Additionally, this EOP contains a Medical/Rescue Personnel Assignment Log, Administrative Area Site Plan, and Event Area Course Maps.

Event: Fjallraven Classic

Date: 22-26 July 2024

Initial Briefing

Event Name: Fjallraven Classic
Date EAP Prepared: 15 Feb 24
Time EAP Prepared: 1029

Operational Period Date: (1) 23 July, (2) 24 July, (3) 25 July, (4) 26 July 2023
Operational Period: 0000-2359 Daily

Prepared By: Geo Gipson, EMS Coordinator
Organization: Remote EMS

Approved By: Matt Szmanda
Organization: Field Athletic Management

Organization

Event Organizer

Field Athletic Management: Matt Szmanda

Field Athletic Management: Alena Hahn

Event Operational Team

Remote EMS: Tom Seibert, MD, Medical Director – TBD has not been confirmed

Remote EMS: Geo Gipson, EMS Coordinator - TBD has not been confirmed

Remote EMS: Nikolaj Roell, EMS Field Supervisor - TBD has not been confirmed

Security Officer: Not assigned - TBD has not been confirmed

Safety Officer: Not assigned

Public Information Officer: Not assigned

Liaison Officer: Not assigned

Legal Officer: Not assigned

Agency Representatives

Remote EMS: Tom Seibert, MD - 303.520.5831

Remote EMS: Geo. Gipson - 720.765.7942

Remote EMS: Nikolaj Roell - 573.855.1758

Field Athletic: Matt Szmanda - 715.432.3290

Field Athletic: Alena Han - 810.300.6896

Event Overview

Summary

The Fjallraven Classic is a thirty (30) mile, non-competitive hike/trek taking place over four days and involving approximately 300 participants plus support staff.

Location

The Fjallraven Classic is an out-and-back hike that starts on Day 1 at Road 117/Jenny Creek Trailhead, progresses through the mining district around Rollins Pass and spends two (2) nights in campgrounds on Days 1-3, and ends on Day 4 with a return to Road 117/Jenny Creek Trailhead.

The course consists of long sections of unimproved 4WD roads and single-track trails.

Preparation

22 July (Monday): medical supplies and equipment ready for distribution. Medical team final briefing.

Event

Monday 22 July (Operational Period 0)

Group 1

0600: Mark Course

1500: Trekkers Arrive at Trekkers Inn for pre-event meeting

Tuesday 23 July (Operational Period 1)

Group 1

0600: Staff sets up Checkpoint 1

0800: Hike Day 1; staff sets up Camp 1

1500: Trekkers arrive, Camp 1

1800: Dinner, Camp 1

Group 2

Wednesday 24 July (Operational Period 2)

Group 1

0700: Breakfast, Camp 1

0800: Hike Day 2

0900: Last trekker out, Camp 1

0830: Checkpoint 2 ready

1300: Trekkers arrive, Camp 2

1800: Dinner, Camp 2

Group 2

Hike Day 1

Staff resets Camp 1

Trekkers arrive, Camp 1

Dinner, Camp 1

Thursday 25 July (Operational Period 3)

Group 1

0700: Breakfast, Camp 2

0800: Hike Day 3

0900: Last trekker out, Camp 2

1030: Food ready for finishers

Group 2

Breakfast, Camp 1

Hike Day 2

Last trekker out, Camp 1

Staff reset Camp 1

Event Overview (continued)

1100: First trekkers finish

1200:

1800: Last trekkers finish

Trekkers arrive, Camp 2

Dinner, Camp 2

Friday 26 July (Operational Period 4)

Group 1

0700:

0800:

1030:

1100:

1200:

Group 2

Breakfast, Camp 2

Hike Day 3

Food ready for finishers

First trekkers finish

Last trekkers finish

Weather

Location of Weather Station

Granby-Grand County Airport (KGNB)
40.09°N 105.92°W

Forecast for Operational Period

This information to be populated 24 hours before the event.

Daylight **Tides** **Air Temp** **Wind** **Windchill**
sunrise/sunset **high/low** **high/low/overnight** **speed/direction** **degrees F**

This information to be populated 24 hours before the event.

WIND CHILL FACTOR CHART												
COOLING POWER OF WIND EXPRESSED AS AN EQUIVALENT CHILL TEMPERATURE (UNDER CALM CONDITIONS)												
ESTIMATED WIND SPEED (IN MPH)	ACTUAL THERMOMETER READING (F)											
	50	40	30	20	10	0	-10	-20	-30	-40	-50	-60
	EQUIVALENT TEMPERATURES (F)											
Calm	50	40	30	20	10	0	-10	-20	-30	-40	-50	-60
5	48	37	27	16	6	-5	-15	-26	-36	-47	-57	-68
10	40	28	16	4	-9	-24	-33	-46	-58	-70	-83	-95
15	36	22	9	-5	-18	-32	-45	-58	-72	-85	-99	-112
20	32	18	4	-10	-25	-39	-53	-67	-82	-96	-110	-124
25	30	16	0	-15	-29	-44	-59	-74	-88	-104	-118	-133
30	28	13	-2	-18	-33	-48	-63	-79	-94	-109	-125	-140
35	27	11	-4	-21	-35	-51	-67	-82	-98	-113	-129	-145
40	26	10	-6	-21	-37	-53	-69	-85	-100	-116	-132	-148
Winds greater than 40 MPH have little additional effect.	LITTLE DANGER			INCREASING DANGER				GREAT DANGER				
	(For properly clothed person) Maximum danger of false sense of security.			Danger from freezing of exposed flesh.								
Trench foot and immersion foot may occur at any point on this chart.												

Local Resources

Resource Ordered (Source/Quantity)	ETA (Day/Hour)	Location/Assignment
---	---------------------------	----------------------------

The remote nature of this event and its inaccessibility by emergency vehicles make it impractical to preposition local resources. Local resources will be requested on an as-needed basis.

Action Plan

General Control Objectives

To ensure the overall safety of all event participants, staff, and first responders during the operational periods; to promote minimum impact on environmentally sensitive areas; to develop cooperative agreements with local EMS and public service agencies; to minimize event impact on those agencies; to maintain situational awareness and present the big picture to the event production and support teams.

Communications

Definition

All communications will be via radio and cellular phone.

Procedure

All medical communications will be processed through the EMS field supervisor, who will be in contact with the event medical director and local EMS agencies. The EMS field supervisor will coordinate all rescues, evacuations, and requests for local EMS assets to the incident.

Radio Channel/Comms Assignment

Channel	Function	Call sign
1	Operations	Various
2	Medical	"Medical"
3	Client (internal)	N/A

Event Medical Resources

Aid Stations

No static aid stations will be used for this event. Medical personnel will lead and sweep the two groups.

Field LZs

Name	Coordinates
Corona Pass	39°56'6.28"N 105°40'55.76"W
Crossroads	39°56'26.49"N 105°39'34.73"W
Needle's Eye	39°56'8.32"N 105°39'55.76"W
Yankee Doodle Primary	39°56'17.03"N 105°39'11.82"W
Yankee Doodle Alternate	39°56'11.20"N 105°39'19.11"W
Jenny Lake Primary	39°55'57.51"N 105°39'46.11"W
Jenny Lake Alternate	39°55'53.73"N 105°39'42.06"W

Local Medical Resources

Nearest Hospital Helipad	Location	Phone	Coordinates
Boulder Community Hospital	Boulder	303.415.7000	40°01'34.76" N 105°17'04.20" W

Medical Facilities (within one hour)

Name	Location	Phone	Ground/Air	Helipad
Boulder Community Hospital	Boulder	303.415.7000	59 min/15 min	Y
Granby Medical Center	Granby	970.887.5800	25 min/15 min	Y

Medical Facilities (more than one hour)

Name	Location	Phone	Ground/Air	Helipad
There are several medical facilities in the Denver/Boulder area.				

Medical Plan

Supplies and Equipment

All necessary and reasonably accepted medical supplies and equipment as may be required for prolonged backcountry EMS responses.

All medical personnel will be equipped with sufficient and appropriate clothing and equipment to remain warm, dry, and operationally effective in the environmental conditions expected during the summer months in a high alpine location.

Protocols

All medical personnel will operate under the latest edition of the Denver Metro Protocols pertaining to their level of certification. Additionally, any medical provider possessing a current wilderness endorsement to their certification may act within the scope of that endorsement under the online control of the medical director. At no time will any medical provider operate outside of the Acts Allowed under his/her scope of practice.

The decision to request a regional asset such as Flight for Life will be made by the EMS field supervisor and will be based on the recommendation of the medical providers on-scene and local weather conditions. Every effort will be made to evacuate patients who are medically stable to the nearest ambulance intercept point for transport to the closest appropriate medical facility.

Medical Egress Routes

Patients will be transported from the field to the nearest ambulance intercept point or LZ via the shortest route with the most durable surface. At no time will any vehicle transporting a patient leave a durable surface to travel cross-country.

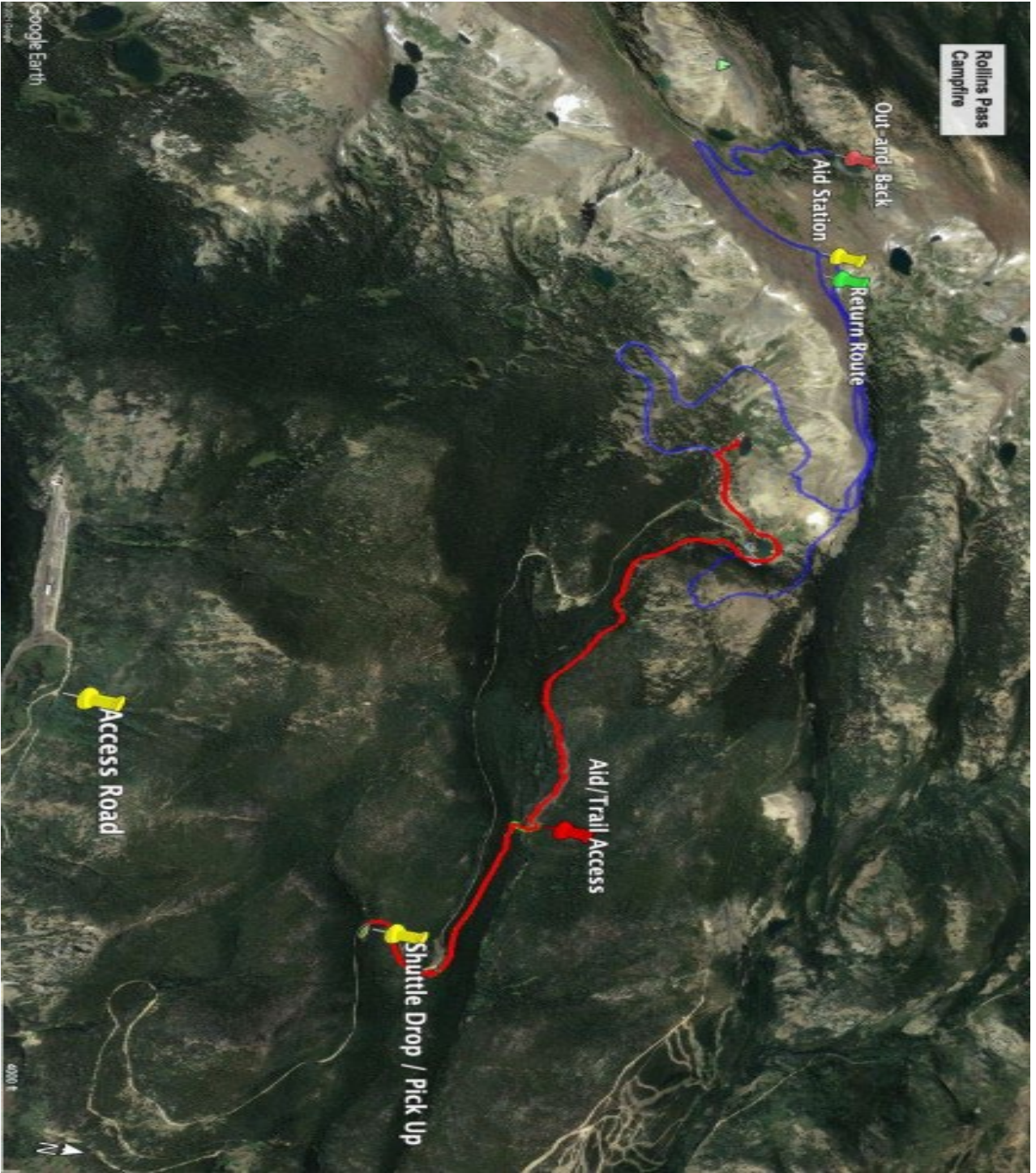
East Egress – Rollins Pass Road (117) to ambulance intercept at Road 16 east of the Moffatt Tunnel.

West Egress – Corona Pass Road (80), L on Buck Creek Spur, to Road 128, to ambulance intercept at Highway 40 near Mary Jane Road.

Participants wishing to leave the event and who are not injured will be transported via Rollins Pass Road to their personal vehicles at the Moffatt Tunnel parking area.

Operational Maps

Event Map (general)



Rollins Pass
Campfire

Out and Back

Aid Station

Return Route

Aid/Trail Access

Shuttle Drop / Pick Up

Access Road

Google Earth



4920

TUP-24-2 Staff Report Exhibit D



2023 Fjällräven Classic Event Recap

Prepared by: Field Athletic Management LLC

Prepared on: 17 September 2023

V2.04

Event: Fjällräven Classic 2023

Set Up: 7/24

Effective Event Dates: 7/25 – 7/28

Strike: 7/28

Event Summary:

Field Athletic Management produced a 3-day, 2-night backpacking event on Sulphur/ Boulder USFS districts, and Gilpin, Boulder, Grand County. In 2023 there were 153 trekkers who attended.

FAM worked closely with Leave No Trace to identify the most suitable route that would have the least impact on sensitive ecosystems and wildlife habitats. The chosen trail and campsites were well-maintained and had designated, durable areas to minimize damage to the vegetation.

Leave No Trace Principles:

Participants were educated on the importance of minimizing their impact on the high alpine habitat. They received tutorials on practicing Leave No Trace ethics throughout the trip. Field Athletic Management, in collaboration with Leave No Trace (LNT) and Fjällräven, organized educational sessions at Trekkers Inn (Base Camp) prior to the event and during to familiarize trekkers, staff, and medical with all the LNT principles. Topics included proper wag bag use, bear canister use, and camping and hiking on durable surfaces.

The Classic did a great job sticking to the road and trails during the event due to the durability and wideness of the trail system. This trail lent itself nicely to being one which does not see a lot of visitations by other trekkers. While on roads we did encounter ATV's and other motorized vehicles including a few mountain bikers. In these areas it was easy to step to the side of the trail (something we educate participants on prior to the trek) and let these other user groups pass. The heavy rainfall we experienced did leave for some muddy trails, but a majority of the trail was rocky with adequate drainage to allow our group size the ability to continue without damage to the trail. - Dean Ronzoni, Leave No Trace

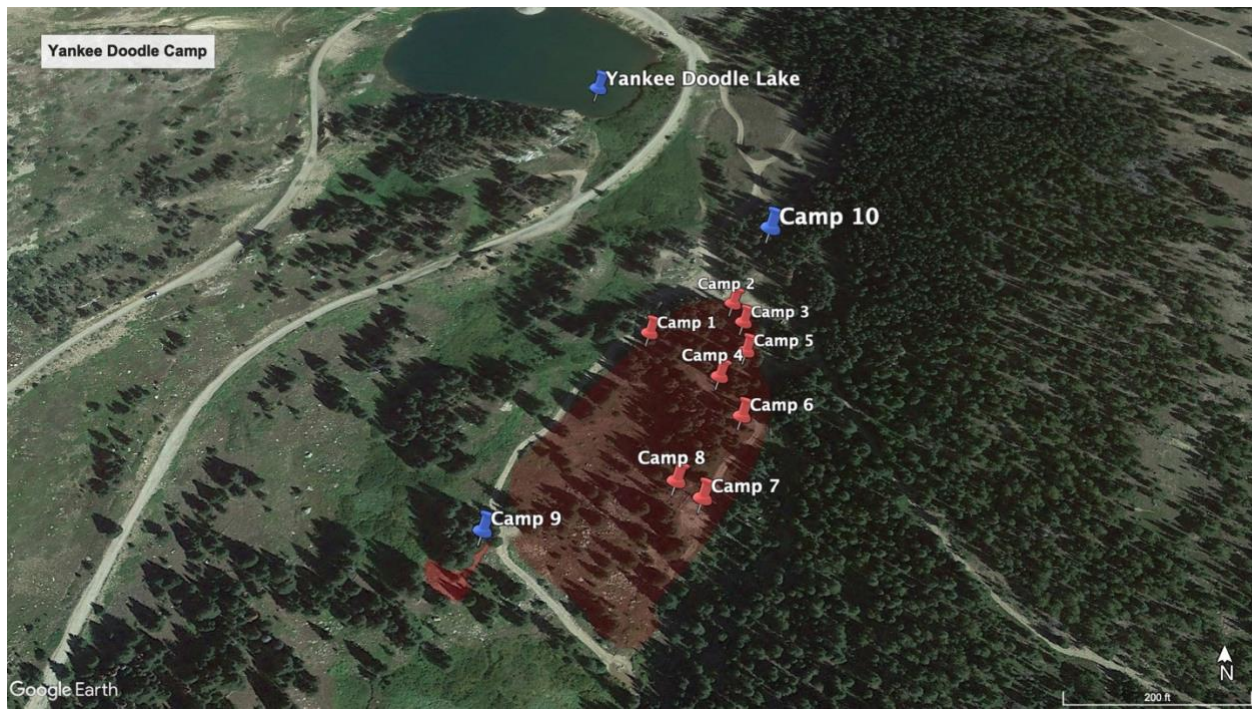
Low-Impact Camping and Aid Stations:

Camping practices played a vital role in minimizing the ecological footprint of the event. Field Athletic Management and LNT worked together to establish designated camping areas that were strategically located to minimize disturbance to fragile ecosystems. These areas were carefully marked to ensure that they had minimal impact on vegetation, soil, and wildlife habitats. At check-in to each camp participants were educated on the importance of setting up camp in these designated spots, ensuring that they adhered to low-impact camping practices on durable surfaces. Once educated FAM and LNT staff walked each trekker back to a designated durable camp spot for the night. Emphasis was placed on packing out all trash and avoiding

damage to the wildflowers. These efforts aimed to preserve the beauty and integrity of the USFS land for future use.

Table 1.0 *Camp Capacity + Coordinates*

Campsite Designation	Latitude	Longitude	# of Temp Structures	Hammocks
Camp 1	39°56'7.44"N	105°39'11.68"W	4 - 5 Tents	4
Camp 2	39°56'8.05"N	105°39'10.12"W	2 Tents	4
Camp 3	39°56'7.66"N	105°39'9.96"W	4 - 5 Tents	3
Camp 4	39°56'6.60"N	105°39'10.48"W	10 - 15 Tents	0
Camp 5	39°56'7.08"N	105°39'9.97"W	5 Tents	2
Camp 6	39°56'5.89"N	105°39'10.16"W	3 - 5 Tents	1
Camp 7	39°56'4.57"N	105°39'10.90"W	15 - 20 Tents	0
Camp 8	39°56'4.83"N	105°39'11.30"W	6 - 8 Tents	3
Camp 9	39°56'4.09"N	105°39'14.28"W	3-4 Tents	1
Camp 10	39°56'9.67"N	105°39'9.26"W	3-4 Tents	1



Footprint Reduction:

Field Athletic Management prioritized energy efficiency and carbon footprint reduction throughout the event. They implemented several measures to minimize energy consumption and greenhouse gas emissions. Transportation logistics were carefully planned to maximize vehicle occupancy and reduce the number of vehicles on the road. Field Athletic Management organized free parking with a shuttle to Trekkers Inn for participants in Boulder and Denver. In combination 76 vehicles utilized the free parking and the shuttle service to Trekkers Inn.

Vehicle use on course was monitored throughout the event. See Table 2.0 for a detailed oncourse vehicle log.

Table 2.0

Oncourse Vehicle Log - Fjällräven Classic 2023								
	Day 1		Day 2		Day 3		Day 4	
Start / Finish (Ops)	Departure	Arrival	Departure	Arrival	Departure	Arrival	Departure	Arrival
Vehicle 1 - Chevy Tahoe White	Trekkers Inn 6:15am	Start 7:00am	Trekkers Inn 6:15am	Start 7:00am	Trekkers Inn 6:15am	Finish 7:00am	Trekkers Inn 6:15am	Finish 7:00am
	Start 10:17am	Trekkers Inn 11:05am	Start 10:17am	Trekkers Inn 11:05am	Finish 10:17am	Trekkers Inn 11:05am	Finish 10:17am	Trekkers Inn 11:05am
Check Point 1 / 3 (Ops)	Trekkers Inn 6:45am	Check Point 1 9:15am	Trekkers Inn 6:45am	Check Point 1 9:00am	Trekkers Inn 6:45am	Check Point 3 9:15am	Trekkers Inn 6:45am	Check Point 3 9:00am
Vehicle 2 - Jeep Wrangler Blue	Check Point 1 11:10am	Trekkers Inn 12:50am	Check Point 1 12:18pm	Trekkers Inn 1:15am	Check Point 3 1:10pm	Trekkers Inn 12:50am	Check Point 3 1:30pm	Trekkers Inn 1:15am
Campsite 1 (Ops)	Trekkers Inn 6:45am	Campsite 1 8:15am	Campsite 1		Campsite 1 10:40am	Campsite 2 11:05am	Campsite 2	
Vehicle 3 - Jeep Wrangler White	Campsite 1 6:45pm	Moffit Tunnel Boneyard			Campsite 1 10:05pm			
Checkpoint 2 (Ops)	Trekkers Inn 6:45am	Winter Park	Winter Park 6:45am	Check Point 2 9:15am	Winter Park 6:45am	Check Point 2 9:15am	Winter Park 12:50am	Trekkers Inn 6:45am
Vehicle 4 - Ram 1500 Black	Winter Park	Check Point 2 9:15am	Check Point 2 11:10am	Winter Park 12:50am	Check Point 2 11:10am	Winter Park 12:50am		
Campsite 2 (Ops)	Campsite 1							
Vehicle 5 - Jeep Wrangler Yellow								
Medical (Ops)	Roaming Course							
Vehicle 6 - Jeep Wrangler Red								
Course (Ops) #1	Trekkers Inn 6:15am	Roaming Course						
Vehicle 7 - Toyota 4Runner Silver	Start 10:17am							

Water Conservation:

Water conservation practices were implemented to minimize the event's impact on local water resources. Participants were strongly encouraged to bring their own refillable water bottles, reducing the need for single-use plastic bottles. Field Athletic Management set up water refill stations, allowing participants to access clean, filtered water. This approach minimized the need for additional water sources and helped reduce water waste. Participants were educated on the importance of water conservation. During the event attendees consumed 93 – 5 water gallon jugs from Eldorado Canyon water. Water refill stations were located at Trekkers Inn, all checkpoints, and both campsites.

Waste Management and Minimization:

Prior to the event, participants were provided with detailed information on Leave No Trace principles and the importance of packing out all waste. Participants were encouraged to bring reusable containers for food and beverages, minimizing the need for single-use items. During the event 825 Wag bas were used, packed out, and properly disposed of by the Field Athletic Staff. Field Athletic Management stationed waste collection points at Trekkers Inn, where participants could responsibly dispose of their waste off trail. Regular waste audits were conducted to identify areas for improvement. See Table 1 for a waste breakdown.

Table 3.0 *Waste Collection Summary*

Waste Origin	Landfill	Recycling	Totals
Trail	98.6	8	106.6
Trekkers Inn*	48.5	51.8	100.3
Totals	147.1	59.8	206.9

*Trekkers Inn trash was estimated using the average weight of representative bags of trash and recycling multiplied by the # of trash bags in the dumpster before measurement, plus the bags measured.

Wildlife Protection and Habitat Preservation:

Field Athletic Management prioritized wildlife protection and habitat preservation throughout the event. Participants received comprehensive briefings on wildlife safety and behavior, emphasizing the importance of observing animals from a safe distance and not disturbing their natural habitats. Guidelines were provided on how to properly store food and dispose of waste to prevent attracting wildlife. Field Athletic Management worked closely with Leave No Trace to identify sensitive wildlife habitats and established protected zones along the trail and around campsites. Participants were encouraged to be respectful of the natural environment and to report any wildlife sightings or concerns to event organizers.

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Rob Gutierrez, Director, Community Development
Date: April 30, 2024
Item: Resolution 24-71 SUR for Church of the Front Range 5800 Virginia Canyon Rd
Requested Action: Resolution
Public Hearing: Yes

I. **REQUEST OR ISSUE:**

The applicant is seeking approval for a Temporary Use Permit to allow for their annual Cemetery Crawl event at the Independent Order of Oddfellows Cemetery in Central City. The event will occur on Saturday, August 24th, 2024, starting at 11:00 A.M. The event will last approximately 1.5 hours. The event organizers anticipate between 200 and 400 persons attending with attendance not to exceed 400 persons. The Planning Commission held a public hearing on SUR-23-1 on April 9th, 2024 and voted 8 to 0 to certify a negative "DO NOT PASS" recommendation to the Board of County Commissioners.

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

Staff are recommending the denial of SUR-23-1 based on the findings of fact as provided in Resolution 24-71.

III. **FISCAL IMPACTS:**

None.

IV. **LEGAL ISSUES:**

Yes. This petition for a Special Use is coming from the Planning Commission and from staff with negative recommendations. The Board may end up in a position to deny the resolution. Just wanted to give the County Attorney a heads up on this.

V. **ENVIRONMENTAL IMPACTS:**

None.

VI. **ALTERNATIVES:**

The Board may Approve the Special Use or request a continuance of the hearing to a time and date certain.

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

**APPROVING A SPECIAL USE (SUR-23-1) TO THE CHURCH OF THE FRONT RANGE LOCATED IN THE 5800
BLOCK OF VIRGINIA CANYON RD., PARCEL C, CREATED BY BLA-20-02; R114859**

WHEREAS, Tim Rasmussen (applicant) has petitioned for a Special Use (SUR-23-1) to operate a religious organization in the RR, Resource Residential zoning district under Gilpin County Zoning Regulations Section 2.2 Zoning Districts: Allowable Uses; and

WHEREAS, the subject property in this petition is known as Parcel C, created by BLA-20-02, which is located in the 5800 block of Virginia Canyon Road in unincorporated Gilpin County; and

WHEREAS, notice of public hearings on SUR-23-1 before the Gilpin County Planning Commission and Gilpin County Board of County Commissioners were published in the newspaper of record on February 29, 2024 and a public notice sign was placed on the subject property on March 28, 2024; and

WHEREAS, the Gilpin County Planning Commission held a legally advertised public hearing on April 9, 2024, on SUR-23-1, and voted 8 to 0 to forward said application to the Gilpin County Board of Commissioners with a "**DO-NOT-PASS**" recommendation based on the staff's findings of fact; and

WHEREAS, the Board of Commissioners reviewed petition SUR-23-1 and held a legally advertised public hearing at its regularly scheduled meeting on April 30, 2024.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GILPIN, that petition SUR-23-1 shall be **denied**. The Board has determined that SUR-23-1 **does not** meet the criteria for approval under Section 1.8(B) of the Gilpin County Zoning Regulations based on the following findings of fact:

1. SUR-23-1 **does not** meet the purpose of the zone district in which it will be located and all of the criteria and regulations specified for such use in the zone districts, including but not limited to height, setbacks and lot coverage.

The purpose of the RR, Resource Residential zoning district is to conserve, sustain, and protect from premature urban encroachment of rural areas and resources, particularly agricultural and forested lands. The applicants in this petition are proposing to build a commercial assembly type building that would be associated with a religious organization. The RR district does not permit any uses that would be associated with assembly type primary structures by-right, only through special use review. Even under allowed special uses, only the following could potentially be associated with assembly type primary structures: religious organizations, educational and recreational services, golf course and ski facilities, and museums. There have been only of two other assembly type uses that have been permitted through special use review in the RR district: Christ the King Church at 971 Golden Gate Canyon and Greek Orthodox Metropolis of Denver's (formerly YWAM) campground at 3840 CO Hwy 46. Both of these uses occur on larger parcels than that proposed by the petitioners and neither are directly visible from the right-of-way of the adjacent roadway. The proposed use will not meet the intent and purpose of the RR district because it will result in the construction of an assembly type commercial structure that will alter the character of the site from rural forestry setting to a more urbanized commercial setting. The applicants are seeking a special use in the RR district as a religious organization (NAICS 8131).

This use does not allow for commercial type assembly that is not associated with a religious organization. The applicants have not detailed the potential use of the facility in a way that makes it clear that it will not be used for non-religious commercial assembly. The RR zoning district would only permit assemblies that are associated with the activities of the religious organization and are either sponsored or directly operated by that religious organization. The applicants have not adequately detailed that the proposed use is consistent with the intent and purpose of the RR district because of the potential of commercial assembly use that is not associated with a religious organization.

2. SUR-23-1 **does not** complement and is not compatible with the surrounding uses, character and community facilities.

Assembly type land uses can have substantial impacts on the character and surrounding land uses because they are associated with the gathering of large groups of people simultaneously on a site. The county does not have any approved commercial land uses in the directly surrounding area of this site. The construction of an assembly type commercial structure would not complement or be compatible with surrounding land uses which are largely residential and U.S. Forest Service land.

3. SUR-23-1 **does not** adequately mitigate traffic impacts, if any.

Both of the previously approved special uses associated with assembly that have been approved in the county have access points off of paved state highways. The county does not currently have any commercially developed assembly type land uses in the RR district that utilize an unpaved county road for access. Virginia Canyon Road is unpaved and located in a relatively remote area of the county that is almost exclusively un-platted single-family homesteads and U.S. Forest Service land. Assembly type commercial uses could not be adequately supported in this area of the county. Approval of the special use will result in increased vehicular counts on Virginia Canyon Road which will degrade the conditions of the roadway, particularly during periods of wet weather.

4. SUR-23-1 **does not** contribute to, enhance, and promote the welfare of the area and adjacent properties.

The applicants have not adequately demonstrated that their proposal will promote the welfare of the area and adjacent properties because they have not demonstrated that they will be mitigating the potential adverse impacts of the development.

5. SUR-23-1 **does not** mitigate any adverse impacts due to access, parking, service areas, and traffic on adjoining properties and the street network in an adequate manner.

The applicant's plans have addressed access and parking but have not addressed potential traffic impacts. Details have not been provided that fully illustrate the potential traffic impacts such as the number of vehicles and frequency of assembly that will occur at the property. The applicants have not demonstrated that adverse impacts due to traffic have been mitigated.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, COLORADO

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

Planning Commission

Gilpin County

Certification of Legislative Recommendation



April 22nd, 2024

Gilpin County Board of Commissioners
203 Eureka St.
Central City, CO 80427

Re: SUR-23-1 Church of the Front Range

Dear Commissioners,

As Secretary to the Gilpin County Planning Commission, I do hereby certify that pursuant to Colorado Revised Statutes (C.R.S) 30-28-113 et seq., on April 9th, 2024, the Planning Commission held a public hearing to review Petition No. SUR-23-1; Special Use Review for a Religious Organization on vacant land in the 5800 Block of Virginia Canyon Road.

The Gilpin County Planning Commission, after due consideration of the proposal under C.R.S. 30-28-111, voted 8 to 0 to recommend denial of the special use review petition to the Gilpin County Board of Commissioners. This letter hereby certifies the Commission's "**Do-Not-Pass**" recommendation to the Board.

Sincerely,

Rob Gutierrez
Planning Commission Secretary
Director of Community Development



Staff Report

Department of Community Development

203 Eureka St. Central City, CO 80427



Board/Commission	Gilpin County Board of County Commissioners
Meeting Date & Time	April 30 th , 2024, 9:30 AM or Later
Meeting Location	203 Eureka St. Central City, CO 80427
File Number	SUR-23-1
Petition Type	Special Use Review
Applicant	Sara and Tim Rasmussen; Church of the Front Range
Subject Property	5800 block of Virginia Canyon Rd., Central City, CO 80427
Subject Property Zoning	RR, Resource Residential
Subject Property Size	3.28 acres
Existing Use	Vacant
Proposed Use	Church/Religious Organization

Summary of Request

The applicants, Tim and Sara Rasmussen are seeking a Special Use to allow for the construction of a church on vacant land they own in the 5000 block of Virginia Canyon Road. The applicants are the owners of the property and initially submitted this petition to staff on January 19th, 2023. The long lead time from initial application to the scheduled April 9th, 2024 hearing with the Planning Commission can be attributed to extensive back and forth between the applicants and staff seeking additional information to be included in the application. In the RR, Resource Residential zoning district, religious organizations (NAICS 8131) are a use that is permitted through the Special Use Review process.

Background

The applicants are with the Church of the Front Range which is a 501(c)3 organization, based out of Englewood, Colorado. The Church of the Front Range currently has 3 locations in operation. The largest church is located in Englewood with other locations in Colorado Springs, Colorado, and a new location to be opening in April 2024 located in Mexico City, Mexico. Religious services are held on Sundays and Wednesdays, with anticipated church related functions to occur during the week.

Staff provided initial comments on the application to the applicants on February 9th, 2023 through the OpenGov Citizen Services permitting portal. Staff deemed the initial application to be incomplete and outlined what items were missing and questions that would need to be answered before proceeding with the petition. Staff asked for the following:

1. Survey of the property with a full legal description.



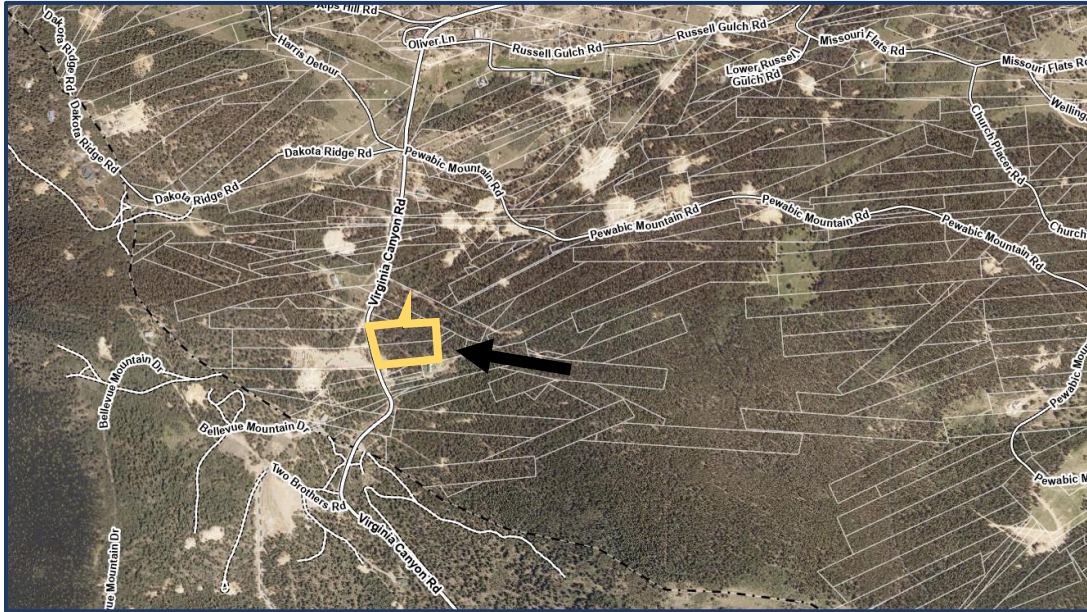
2. Detailed site plan that is scaled and includes the following:
 - a. Property lines and proposed structure setbacks.
 - b. Dimensions of proposed structures, parking stalls, driveway entrances, and walkways.
 - c. The number of parking stalls should be clearly illustrated including labeling of ADA spaces.
 - d. Labeling of site development details such as whether walkways and parking areas will be paved or unpaved. Materials should also be illustrated such as whether asphalt, concrete, gravel or dirt will be used on these surfaces.
 - e. Exterior lighting locations whether freestanding or attached on the exterior of structures.
3. Plans for the proposed structures. If not full building plans, at least architectural drawings that detail exterior dimensions and building facades and an interior floor plan.
4. Plans for how water and sanitation will be provided on the property. If water will be provided from a well, a state well permit. Plans for a septic system should be provided to demonstrate that the site, along with proposed structures, has adequate space for the required size of the proposed system.
5. Detailed project narrative that addresses, in depth, the details of the project and the operation of the facility. Applicants should detail the proposed capacity of the structures and how the structures will be operated. If the facility is going to be rented out publicly for events, applicants need to provide more details on the scope of these events such as intensity and when they will occur. The applicant needs to detail whether these events are associated with the church's activities and held by the church or whether these are private events where the facility is rented out.
6. If a commercial cooking facilities are going to present in the structures, this needs to be illustrated on the plans. Details need to be provided to Gilpin County Public Health on the potential uses and scope of any cooking facilities.

Staff received a response to these comments from the applicants on August 31st, 2023 stating that additional documents had been uploaded to the application. Staff reviewed these documents and determined that the application still was not adequate and the concerns communicated on February 9th, 2023 had not been fully addressed. There was some back-and-forth communication between staff and the applicants but no additional documents or progress was made on the application for several months.

On January 4th, 2024 and February 18th, 2024, the applicants uploaded additional documents to the application that provided substantially more details on the property and proposed structures. These included a land survey, site grading plan, site plan, updated project narrative, and architectural details of the proposed church.



Map of Subject Property



Zoning Regulations

Section 1.8.B Special Use Review

1. **APPLICABILITY AND JURISDICTION:** *The Specific Use Review (SUR) provides a means to develop certain uses in a manner that is compatible with adjacent property and consistent with the character of the neighborhood or area. All SURs require a public review process that includes public hearings at the PC and BOCC. The BOCC may grant, repeal, or amend Specific Use Review (SUR's) for certain uses, but only where specified in the use standards in Section 2.0 and 3.0. Only an interested property may initiate a Special Use review request.*



2. *CONCEPTUAL REVIEW: Shall be per Section 1.7.A Step 1. Conceptual Review and in addition the procedures established in Section 1.7.A, at a Conceptual Review meeting with staff, the applicant shall provide a preliminary Site or Concept Plan, which shall include, at a minimum:*
 - a. *Details of the SUP request.*
 - b. *General location of buildings and other site improvements that include parking, landscaping, lighting, fencing and any other elements on the site dependent on the type of Special Use.*
 - c. *Elevations and architectural drawings of the buildings and site improvements. Pictures and conceptual images may be substituted for architectural drawings based on the type of Special Use.*
 - d. *Justification or narrative on how the SUR request meets the review and approval criteria for the use.*
 - e. *Any other information that is relevant to the application or that may be requested by the Administrator.*
3. *APPLICATION SUBMITTAL per Section 1.7.B.*
4. *DETERMINATION OF SUFFICIENCY per Section 1.7.C.*
5. *APPLICATION REVIEW AND STAFF REPORT per Section 1.7.D.*
6. *PUBLIC NOTICE required per Section 1.7.E.*
7. *PUBLIC HEARING and recommendation at PC per Section 1.7.F.*
8. *PUBLIC HEARING and decision at BOCC per section 1.7.F.*
9. *REVIEW AND APPROVAL CRITERIA: The PC and BOCC shall base their decision on their findings of the extent to which the proposed use:*
 - a. *Meets the purpose of the zone district in which it will be located and all of the criteria and regulations specified for such use in the zone districts, including but not limited to height, setbacks and lot coverage.*
 - b. *Complements or is compatible with the surrounding uses, character and community facilities.*
 - c. *Adequately mitigates traffic impacts, if any.*
 - d. *Contributes to, enhances, and promotes the welfare of the area and adjacent properties.*
 - e. *Is in scale with the existing neighborhood or will be considered to be in the scale with the neighborhood as it develops in the immediate future.*
 - f. *Mitigates any adverse impacts due to access, parking, service areas, and traffic on adjoining properties and the street network in an adequate manner.*
 - g. *An ordinance approving an SUR may impose development standards and safeguards over and above those contained in the corresponding zoning district regulations. The BOCC may, in the interest of the public welfare and to ensure compliance with this Ordinance, establish reasonable conditions on the operation, location, arrangement, type, character, and manner of construction of any use for which an SUR is authorized. Consideration is given based on the existing and planned conditions and location with regard to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, gas, odor, explosion, glare, offensive view, traffic, or other undesirable or hazardous conditions.*

Department and Agency Reviews

Gilpin County Office of Emergency Management: **Approved 3.26.2024**

Gilpin County Sheriff's Office: Sent for review on 02.29.2024.

Timberline Fire Protection District: Sent for review on 02.29.2024.

Gilpin County Ambulance Authority: Sent for review on 02.29.2024.

Exhibits Attached

Attachment 1: Church of the Front Range 501(C)(3) IRS Letter

Attachment 2: Site and Building Plans



Attachment 3: Letter on Metal Building

Attachment 4: Summary and Purpose of Revolution Church

Attachment 5: Photos of Virginia Canyon Road and Proposed Site

Staff Analysis

The most recent submittals by the applicants demonstrate a more substantive effort to illustrate the proposed project. Attachment 2 to this report is the most recent site and building plans that have been submitted. Site plan information is contained within sheets C101, C102, and C103. Based upon the Gilpin County Zoning Regulations Section 4 Developmental Standards staff identified the following deficiencies that would arise during building plan and zoning review:

1. Section 4.2(A)(4): Location of all proposed landscaping, fencing, buffering, and walls.
2. Section 4.2(A)(5): Location of well.
3. Section 4.2(A)(6): Location of garbage storage facilities.
4. Section 4.2(A)(v): Lot coverage percentage.
5. Section 4.3 Adequate Water Supply: Provide daily water use estimates.
6. Section 4.7(A)(2): Requires buffer along the entire property line.
7. Section 4.8(A): Requires parking lot landscaping.
8. Section 4.12 Outdoor Lighting: Provide details of all outdoor lighting on-site.

The applicants will be required to demonstrate in their plans that they are meeting all of these developmental standards prior to the issuance of a building permit. Staff do not believe that the deficiencies in regard to the developmental standards require the Commissioners to delay action on the special use review should the Commissioners determine that the approval criteria of Section 1.8(B)(9) has been met by the application.

Planning Commission Recommendation

The Gilpin County Planning Commission voted 8 to 0 to recommend **denial** on SUR-23-1 in a public hearing held on April 9th, 2024 to the Gilpin County Board of County Commissioners.

Staff Recommendation

Staff are recommending that the Board of County Commissioners **denial** of SUR-23-1. The staff recommendation was based on the contents of the petition and on the following findings of fact:

1. *Meets the purpose of the zone district in which it will be located and all of the criteria and regulations specified for such use in the zone districts, including but not limited to height, setbacks and lot coverage.*

The purpose of the RR, Resource Residential zoning district is to conserve, sustain, and protect from premature urban encroachment of rural areas and resources, particularly agricultural and forested lands. The applicants in this petition are proposing to build a commercial assembly type building that would be associated with a religious organization. The RR district does not permit any uses that would be associated with assembly type primary structures by-right, only through special use review. Even under allowed special



uses, only the following could potentially be associated with assembly type primary structures: religious organizations, educational and recreational services, golf course and ski facilities, and museums. Staff are only aware of two other assembly type uses that have been permitted through special use review in the RR district: Christ the King Church at 971 Golden Gate Canyon and Greek Orthodox Metropolis of Denver's (formerly YWAM) campground at 3840 CO Hwy 46. Both of these uses occur on larger parcels than that proposed by the petitioners and neither are directly visible from the right-of-way of the adjacent roadway. **Staff do not believe that the proposed use will meet the intent and purpose of the RR district because it will result in the construction of an assembly type commercial structure that will alter the character of the site from rural forestry setting to a more urbanized commercial setting.**

The applicants are seeking a special use in the RR district as a religious organization (NAICS 8131). This use does not allow for commercial type assembly that is not associated with a religious organization. The applicants have not detailed the potential use of the facility in a way that makes it clear that it will not be used for non-religious commercial assembly. Staff believe that the RR district would only permit assemblies that are associated with the activities of the religious organization and are either sponsored or directly operated by that religious organization. **Staff do not believe the applicants have adequately detailed that the proposed use is consistent with the intent and purpose of the RR district because of the potential of commercial assembly that is not associated with a religious organization.**

2. *Complements or is compatible with the surrounding uses, character and community facilities.*

Assembly type land uses can have substantial impacts on the character and surrounding land uses because they are associated with the gathering of large groups of people simultaneously on a site. The county does not have any approved commercial land uses in the directly surrounding area of this site. **Staff believe that the construction of an assembly type commercial structure would not complement or be compatible with surrounding land uses which are largely residential and U.S. Forest Service land.**

3. *Adequately mitigates traffic impacts, if any.*

Both of the previously approved special uses associated with assembly that have been approved in the county have access points off of paved state highways. The county does not currently have any commercially developed assembly type land uses in the RR district that utilize an unpaved county road for access. Virginia Canyon Road is unpaved and located in a relatively remote area of the county that is almost exclusively un-platted single-family homesteads and U.S. Forest Service land. **Staff do not believe that any assembly type commercial uses could be supported in this area of the county.** Approval of the special use will result in increased vehicular counts on Virginia Canyon Road which will degrade the conditions of the roadway, particularly during periods of wet weather.

4. *Contributes to, enhances, and promotes the welfare of the area and adjacent properties.*

Staff do not believe that the applicants have adequately demonstrated that their proposal will promote the welfare of the area and adjacent properties because they have not



demonstrated that they will be mitigating the potential adverse impacts of the development.

5. *Mitigates any adverse impacts due to access, parking, service areas, and traffic on adjoining properties and the street network in an adequate manner.*

The applicant's plans have addressed access and parking but have not addressed potential traffic impacts. Details have not been provided that fully illustrate the potential traffic impacts such as the number of vehicles and frequency of assembly that will occur at the property. **Staff do not believe that the applicants have demonstrated that adverse impacts due to traffic have been mitigated.**

Should the Board of County Commissioners decide to approve SUR-23-1, staff recommend that the following conditions be attached to that approval:

1. Approval of SUR-23-1 shall allow for the applicants to seek building permits for one primary structure and one accessory structure as depicted on the plans submitted in this special use review application. Approval of this special use does not waive any requirements of the Gilpin County Building Code, OWTS Regulations, and/or Zoning Regulations. Modifications to increase the size of the proposed structures either in floor area or height shall not be permitted without review and modification of this special use. Substantial modification to the footprint of structures such as the addition of floor area or the construction of new accessory or primary structures shall require the property owner to return to the Planning Commission and Board of County Commissioners for additional review prior to issuance of permits.
2. The property subject to SUR-23-1 is currently in the name of two private individuals, Tim and Sara Rasmussen. Approval of SUR-23-1 shall be subject to transfer of the property into the name of a religious organization with valid 501(C)(3) status with the U.S. Internal Revenue Service.
3. Approval of SUR-23-1 shall allow for uses and activities that are directly associated with religious organization. Approval of SUR-23-1 does not allow for private non-religious assembly or commercial type uses not directly associated with the religious organization that owns the property. Approval of SUR-23-1 does not allow for the use of the property as a private event center for fee-based commercial assembly or other commercial enterprise type uses.
4. This special use shall be renewed annually with an annual site inspection to be conducted by Community Development staff for compliance with the Gilpin County Zoning Regulations and the conditions of approval attached to this special use.
5. Should the owner of the property granted approval of this special use fail to adhere to the conditions of approval attached to this approval, this special use shall be subject to a public hearing on revocation of the special use with the Planning Commission and Gilpin County Board of County Commissioners.





Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

CHURCH OF THE FRONT RANGE
11798 E OSWEGO ST
ENGLEWOOD, CO 80112

Date:
06/30/2022
Employer ID number:
85-4119692
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: (877) 829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(i)
Form 990 / 990-EZ / 990-N required:
No
Effective date of exemption:
December 3, 2020
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053756005061

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

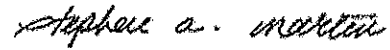
If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

SUR-23-1 ATTACHMENT 1

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

We sent a copy of this letter to your representative as indicated in your power of attorney.

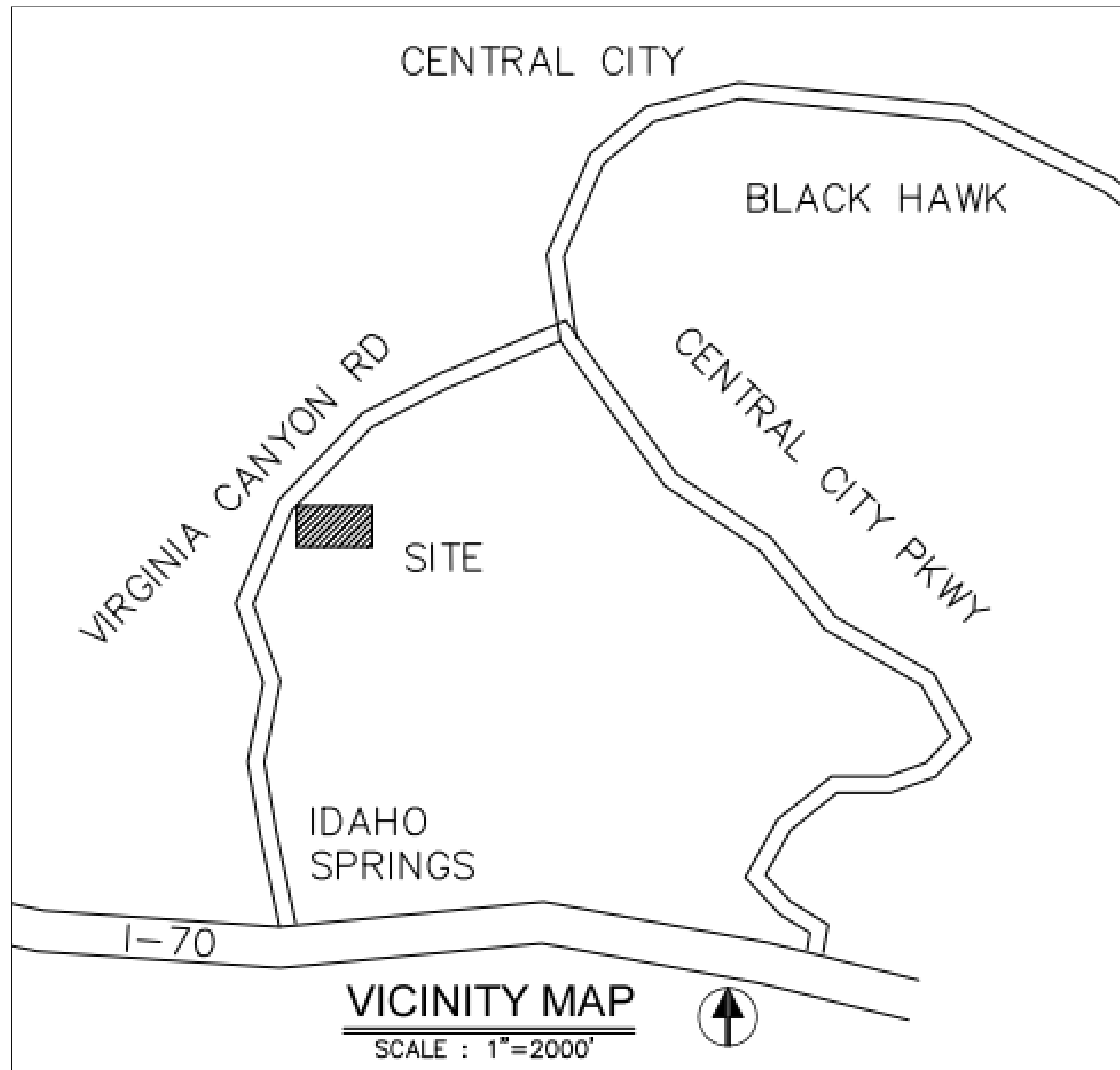
Sincerely,



Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

SUR-23-1 ATTACHMENT 1

SERENITY



Sheet List

Sheet Number	Sheet Name
0001	COVERSHEET
0002	BUILDING INFORMATION
A101	FIRST FLOOR PLAN
A102	SECOND FLOOR PLAN
A103	NORTH AND SOUTH ELEVATIONS
A104	EAST AND WEST ELEVATIONS
A105	SECTIONS
C001	ALTA SERVEY
C100	EXISTING SITE
C101	SITE PLAN
C102	SITE GRADING PLAN
C103	SITE UTILITY PLAN

BUILDING CODES

Adopted Building Codes per Resolution 23-35 Effective 6.28.23
 ICC International Residential Code 2018

ICC International Building Code 2018

ICC International Mechanical Code 2018

ICC Energy Conservation Code 2018

ICC International Fire Code 2018

ICC International Plumbing Code 2018

ICC International Fuel Gas Code 2018

National Electric Code 2020

1. Building Data

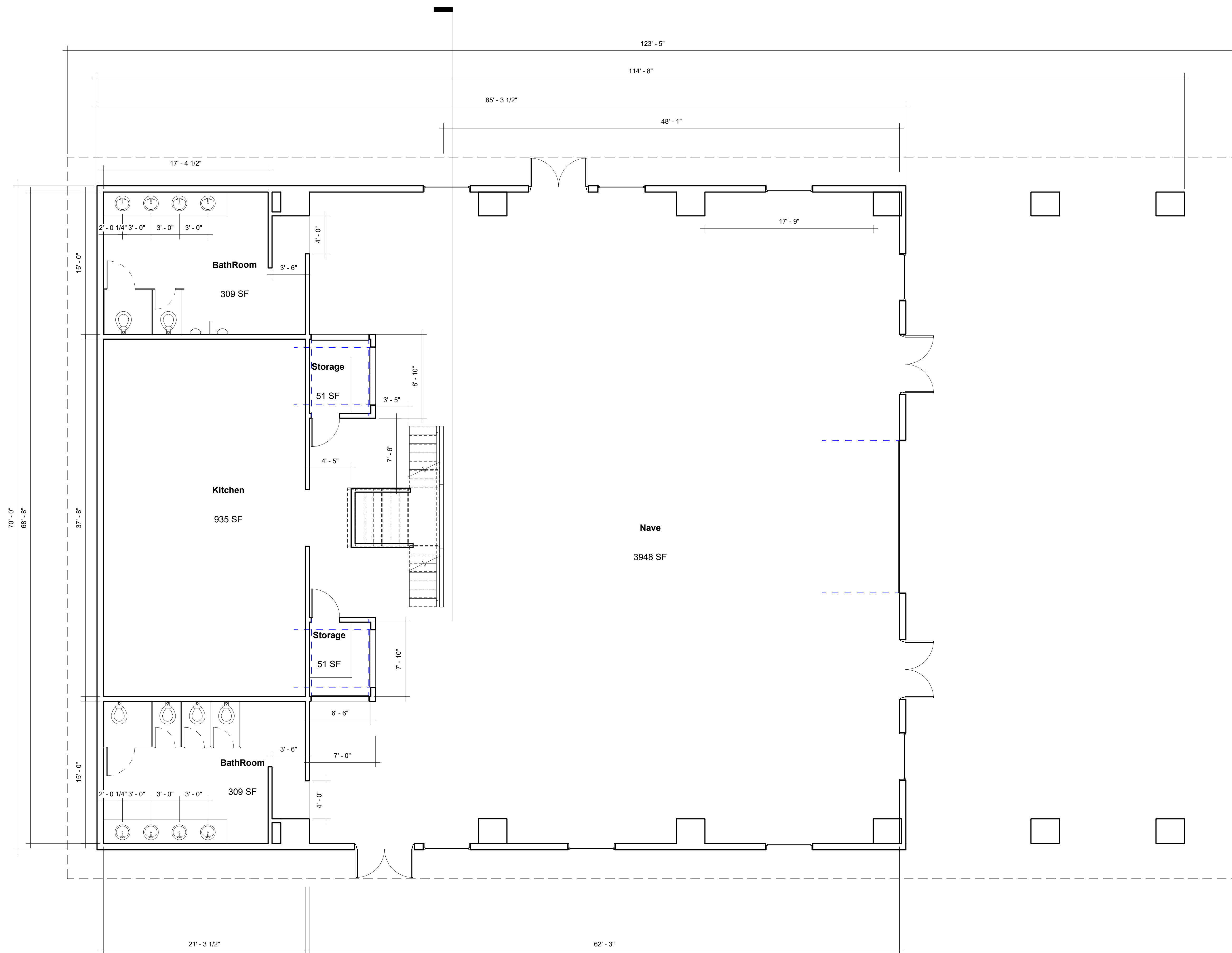
Building size 70'X120'
 Building height 21' 10"

Square Footage:
 Level 1 5765 SF
 Level 2 1894 SF

Building Use Church

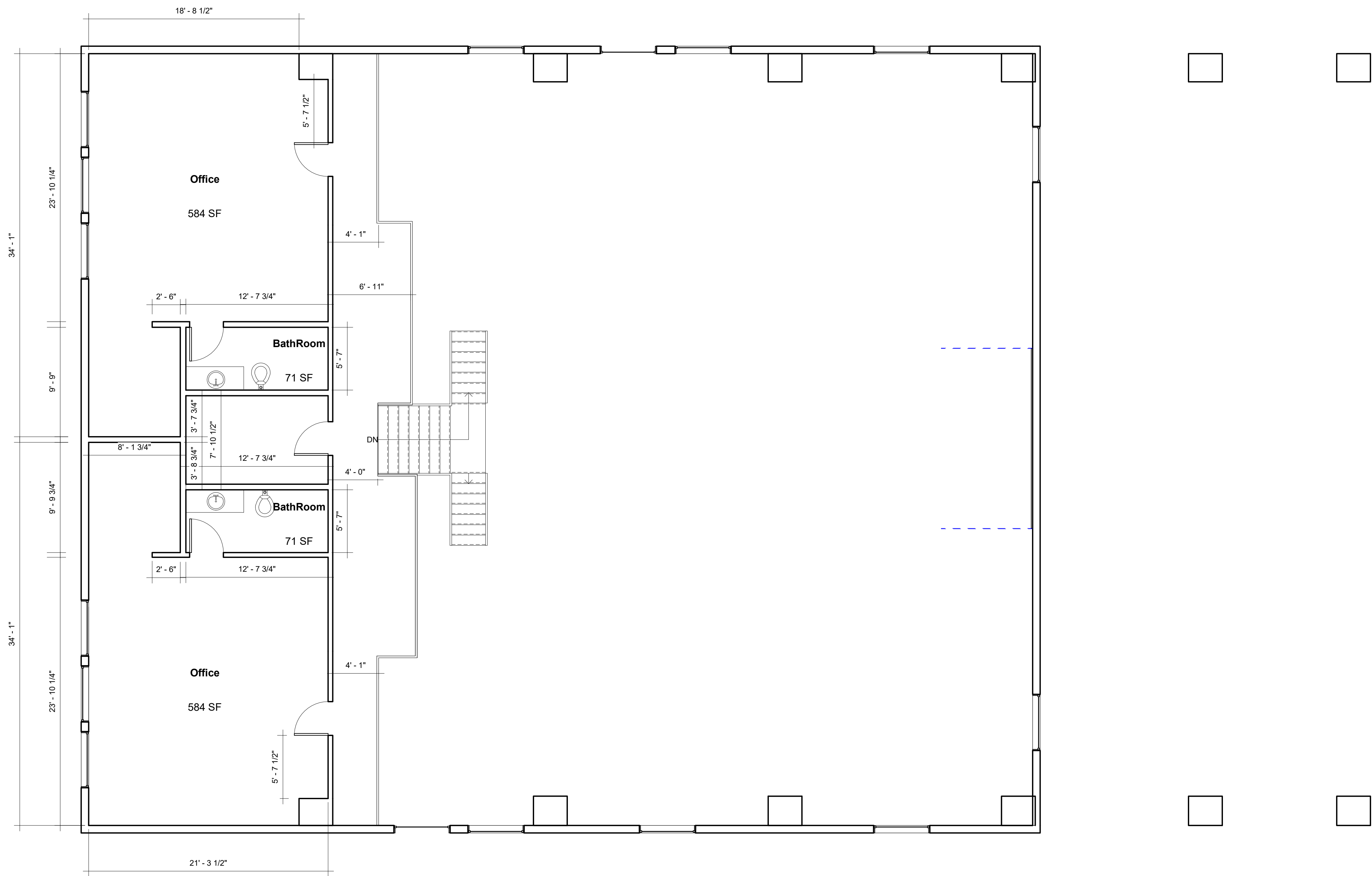
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SERENITY	BUILDING INFORMATION		
		2/14/2024	
		5:26:29 PM	
			0002

SUR-23-1 ATTACHMENT 2



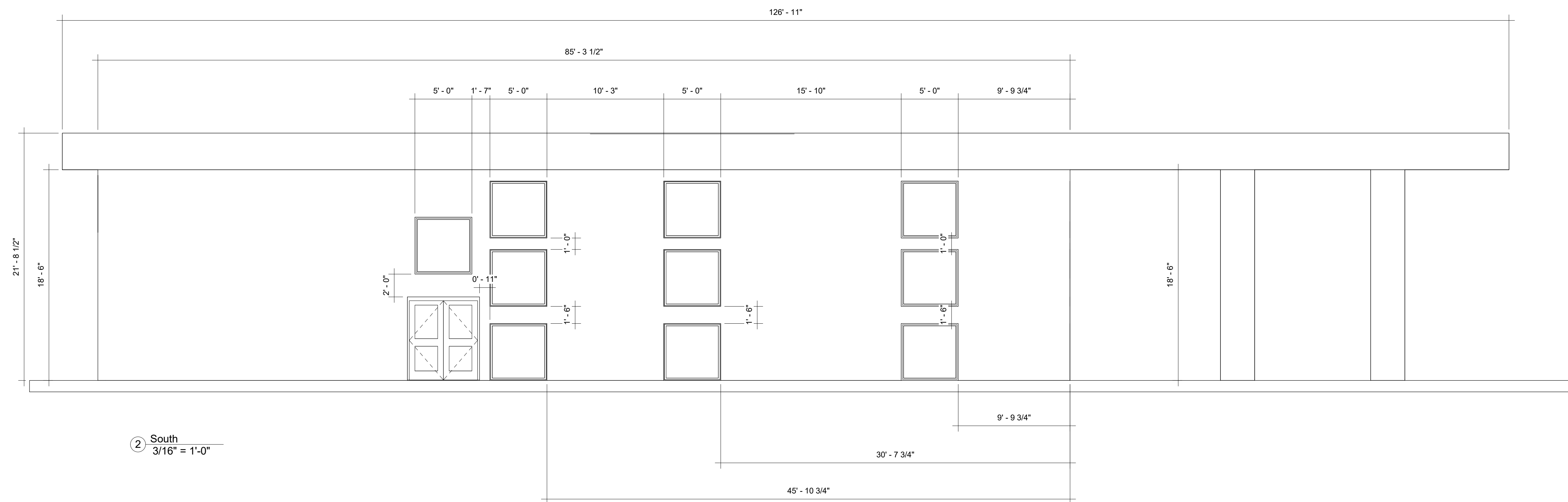
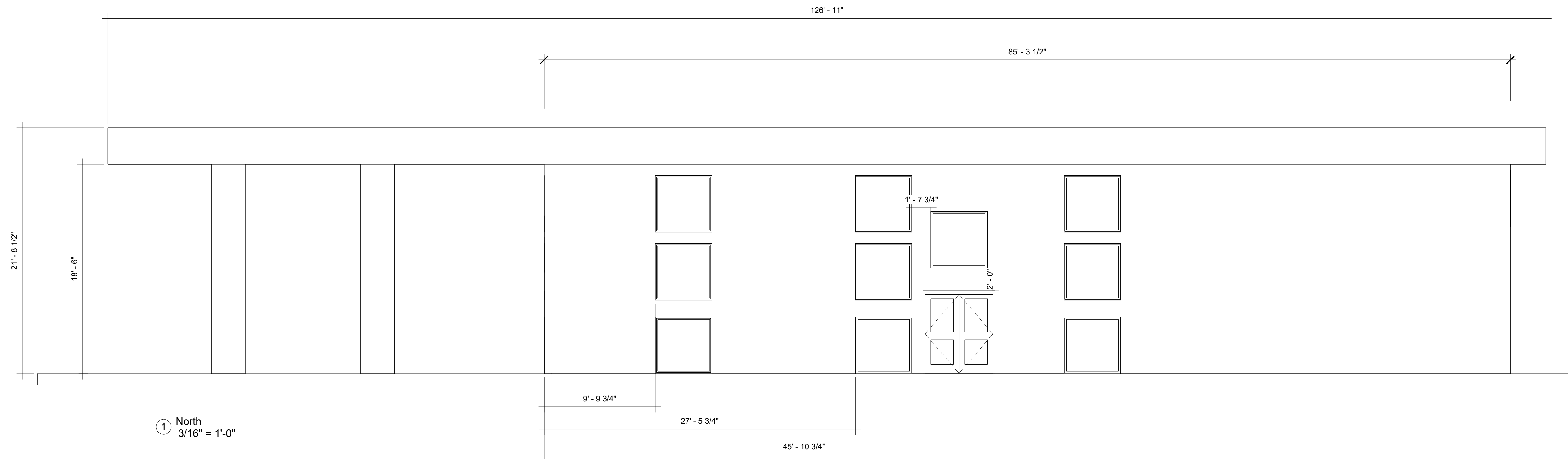
SUR-23-1 ATTACHMENT 2

DRAWING DESCRIPTION		#	DATE
SERENITY FIRST FLOOR PLAN			
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2/14/2024 5:26:39 PM			
A101			



DRAWING DESCRIPTION		#	DATE
SERENITY SECOND FLOOR PLAN			
3/16" = 1'-0"			
2/14/2024 5:26:43 PM			
A102			

SUR-23-1 ATTACHMENT 2



SUR-23-1 ATTACHMENT 2

DRAWING DESCRIPTION

DATE

SERENITY

NORTH AND SOUTH ELEVATIONS

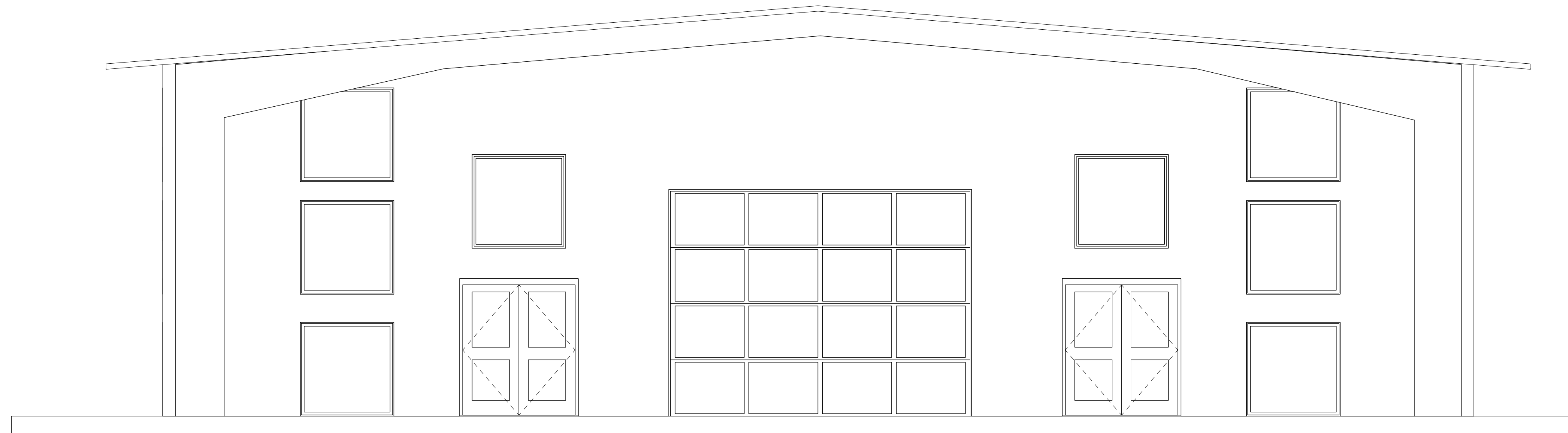
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2/14/2024
5:26:48 PM

A103



② West
1/4" = 1'-0"



① East
1/4" = 1'-0"

DRAWING DESCRIPTION

DATE

SERENITY

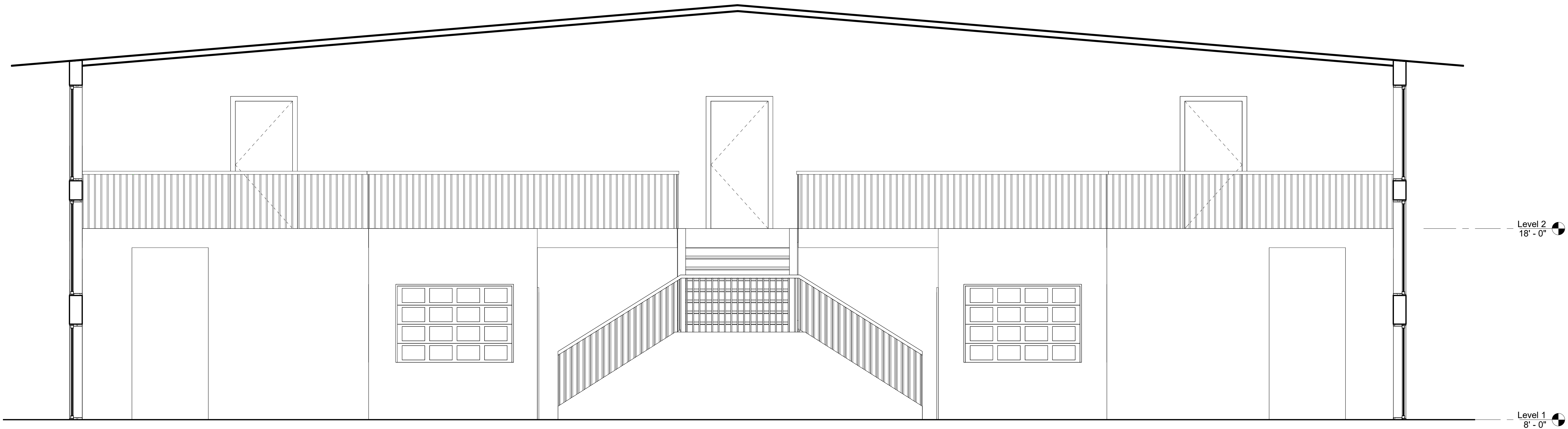
EAST AND WEST ELEVATIONS

1/4" = 1'-0"

2/14/2024
5:26:53 PM

A104

SUR-23-1 ATTACHMENT 2



DRAWING DESCRIPTION		#	DATE
SERENITY SECTIONS			
3/8" = 1'-0"			
2/14/2024 5:31:08 PM			
A105			

SUR-23-1 ATTACHMENT 2

TOPOGRAPHY SURVEY PLAT

PARCEL C OF BOUNDARY LINE AGREEMENT BLA 20-2 AS SHOWN BY NOEL L. POTTER ON 10/26/20, BEING A PORTION OF NORTH, VENUS & 93 LODES LOCATED IN SECTIONS 22 & 23, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6TH P.M., COUNTY OF GILPIN, STATE OF COLORADO

ADDRESS: NEAR 5778 VIRGINIA CANYON ROAD, CENTRAL CITY, COLORADO 80427

PROPERTY DESCRIPTION:

PARCEL C OF BOUNDARY LINE AGREEMENT BLA 20-2, LOCATED IN SECTIONS 22 & 23, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO.

CONTAINING 143,035 SQ.FT. 3.284 ACRES, MORE OR LESS.

NOTES:

- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS 2 MISDEMEANOR PURSUANT TO THE COLORADO REVISED STATUTE 18-4-508.
- DATE OF FIELD WORK: 10/10/23. ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. A U.S. SURVEY FOOT IS EXACTLY 1200/3937 METER.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY CJ SURVEYING L.L.C. TO DETERMINE OWNERSHIP AND EASEMENTS OF RECORD. RESEARCH FOR THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH CRS 38-51-106 AND THE RULES OF PROCEDURE AND BOARD POLICY STATEMENTS OF THE STATE BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, SPECIFICALLY THOSE BOARD RULES AND POLICY STATEMENTS RELATING TO THE DEPICTION OF EASEMENTS AND RIGHTS OF WAY.
- FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAYS, TITLE OF RECORD AND PROPERTY LINES WE RELIED UPON INFORMATION SUPPLIED BY THE FOUND MONUMENTS AROUND SUBJECT PROPERTY AND BY THE COUNTY RECORDS.
- BASIS OF BEARING FOR THIS SURVEY IS ASSUMED BEARING OF THE LINE BETWEEN THE WEST QUARTER CORNER OF SECTION 23, BEING A FOUND 3" BLM BRASS CAP, 0.3' ABOVE GROUND AND AN ORIGINAL STONE CORNER 6 VENUS LODE, M511211, BEARING N 46°10'40" E A DISTANCE OF 489.32'.
- ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- SPOT ELEVATIONS ARE NAVD88. DERIVED BY BENCHMARK Y 140, LOCATED AT THE NORTH WALL NEAR THE NORTHWEST CORNER OF OLD SCHOOL BUILDING ALONG VIRGINIA CANYON ROAD, NAVD 88 9145.26.

SURVEYOR'S CERTIFICATION:

I, CURTIS M. LANDRY, A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY TO TIM RAMUSSEN THAT A FIELD SURVEY OF THE PARCEL DESCRIBED HEREON, AS SHOWN ON THIS PLAT, WAS MADE BY MYSELF OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE, IS BASED ON MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF ON 10/10/23, IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID PARCEL AND THE SURVEY THEREOF.

CURTIS LANDRY
 Digitally signed by
 CURTIS LANDRY
 Date: 2023.10.12
 20:06:59 -06'00'

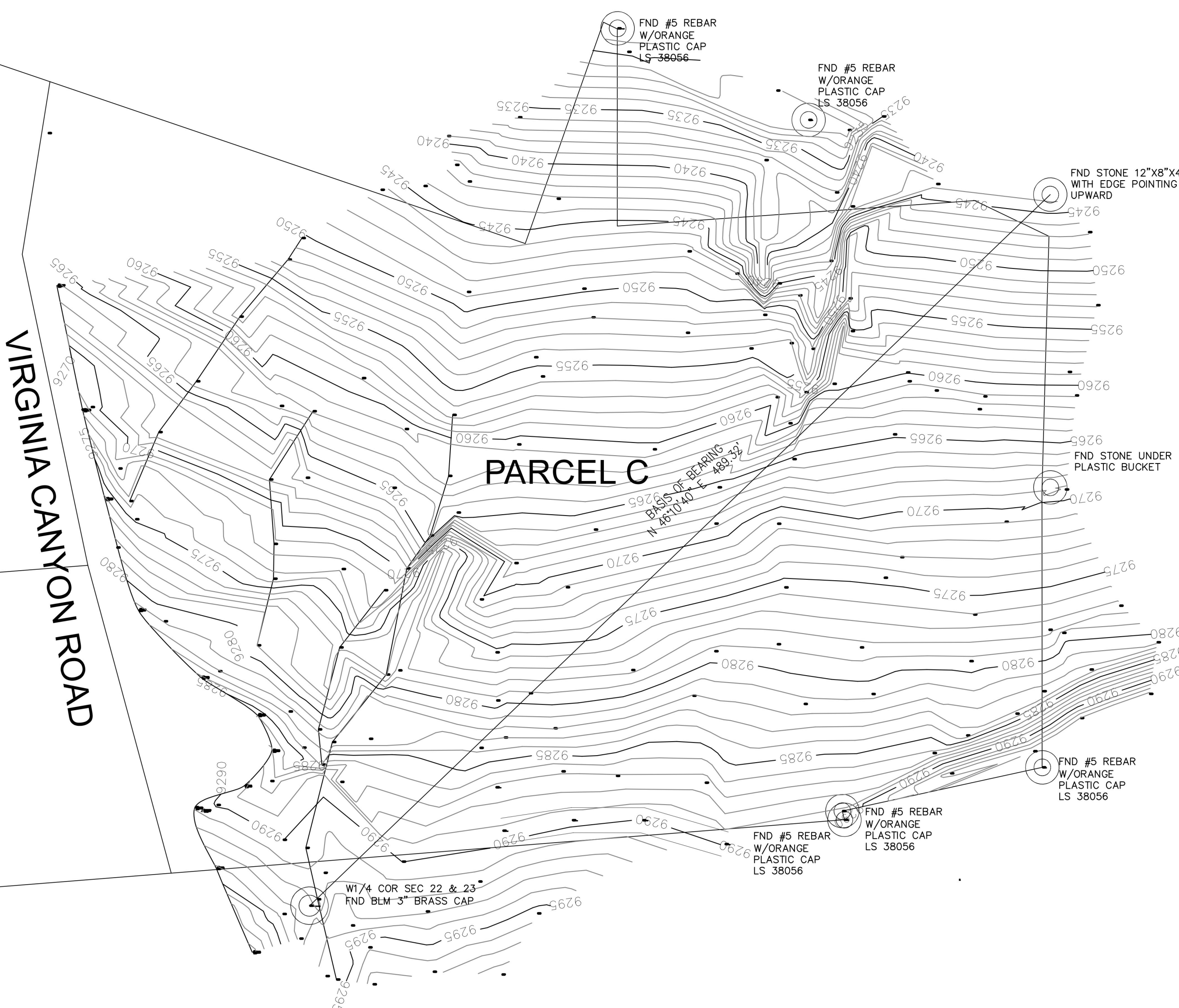
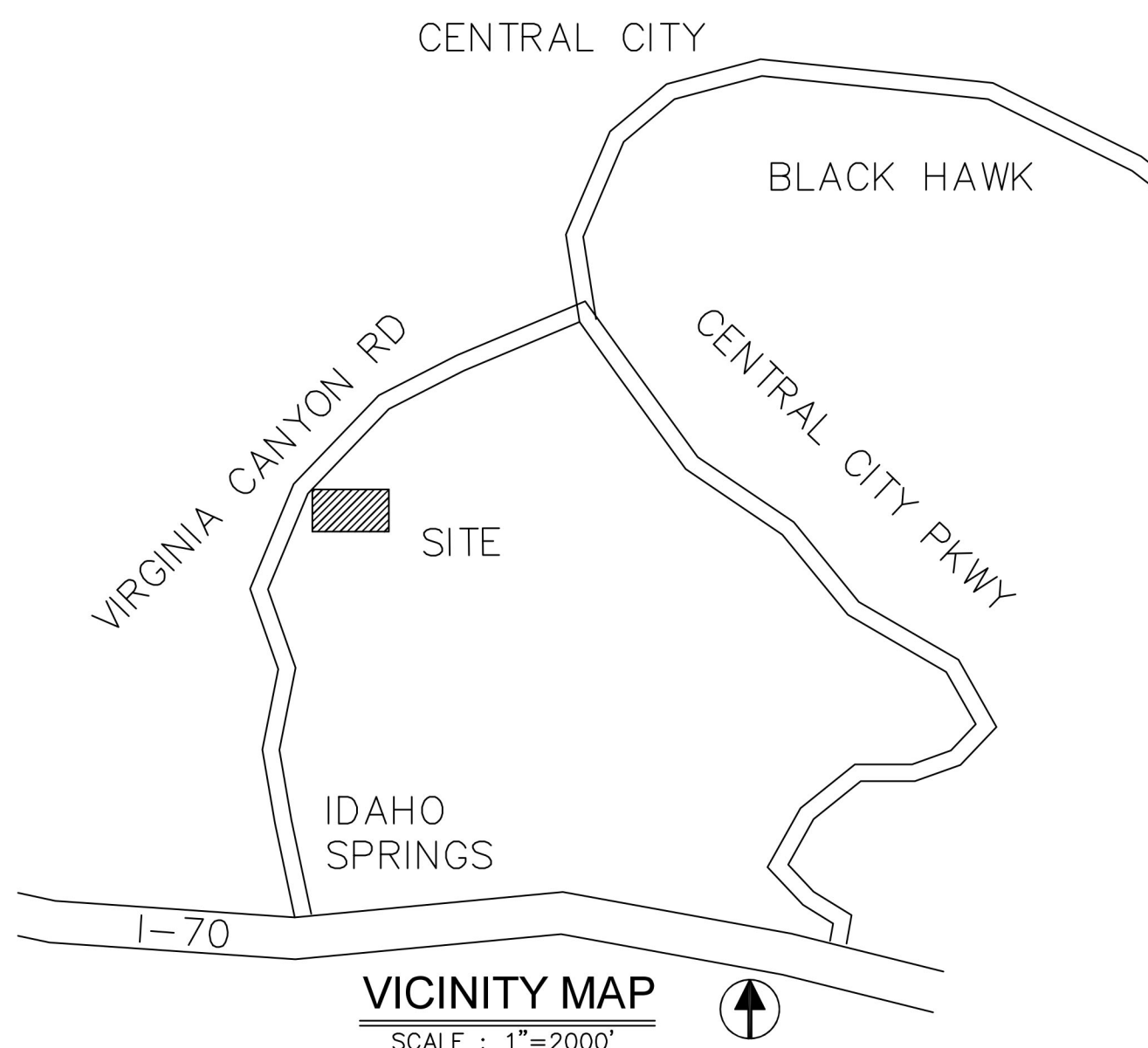
CURTIS M. LANDRY, PLS 28275
 FOR AND ON BEHALF OF CJ SURVEYING, L.L.C.



FILING CERTIFICATION:

DEPOSITED THIS _____ DAY OF _____, 20____ AT _____ M
 IN BOOK _____ OF THE COUNTY SURVEYOR'S LAND SURVEY / RIGHT-OF-WAY
 SURVEYS AT PAGE _____, RECEPTION NUMBER _____

LEGEND
 (C) FOUND PROPERTY CORNER DESCRIBED AS SHOWN



#	DATE	DRAWING DESCRIPTION
		SERENITY
		ALTA SERVEY

12" = 1'-0"

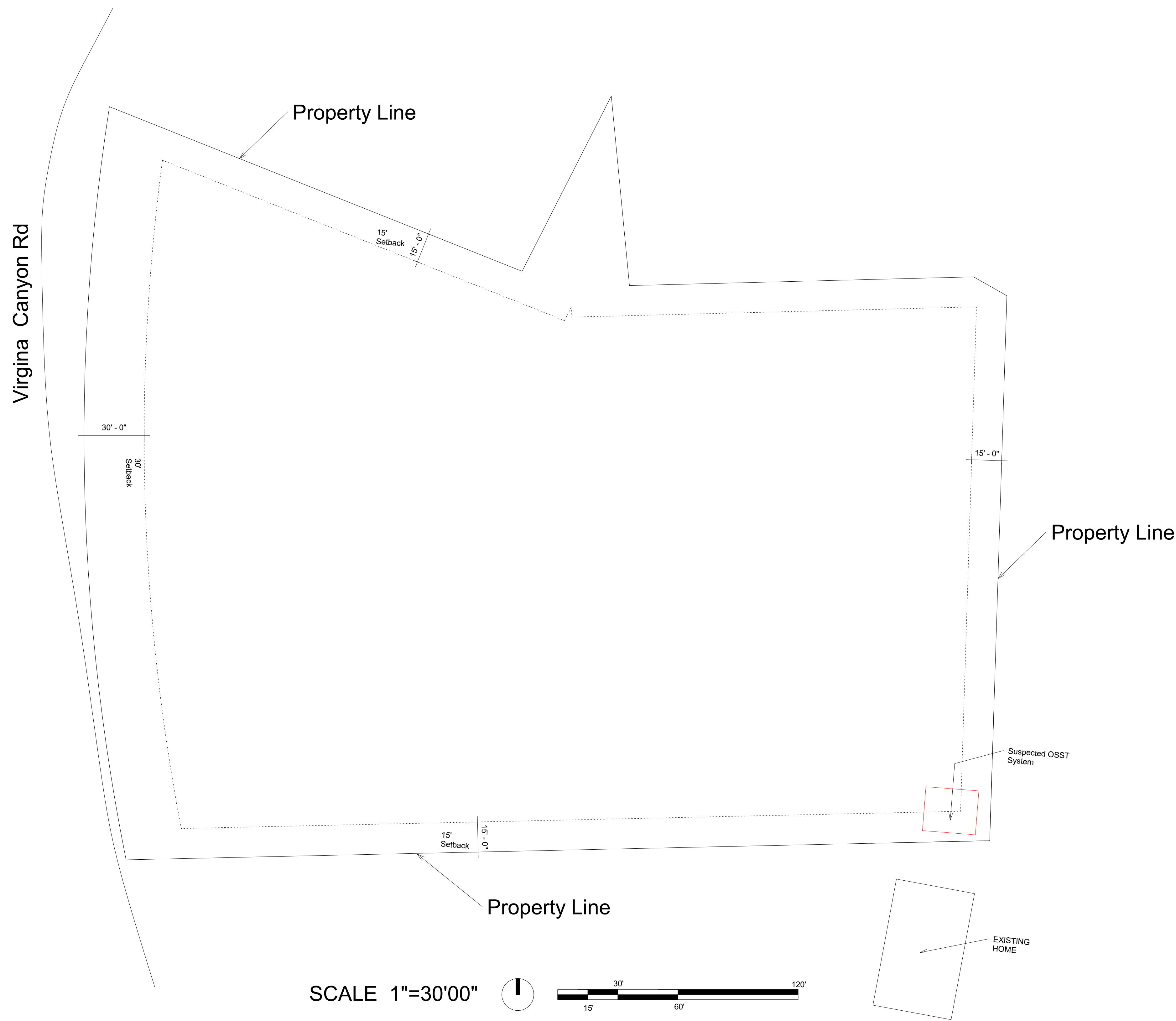
2/14/2024
 5:31:41 PM

C001

SUR-23-1 ATTACHMENT 2

WO#: 2217
 DATE: 10/12/23
 DRFT: JRH

CJ Surveying, L.L.C.
 8879 Miners Drive
 Highlands Ranch, CO 80126
 303-928-0769



DRAWING DESCRIPTION

DATE

SERENITY

EXISTING SITE

1" = 30'-0"

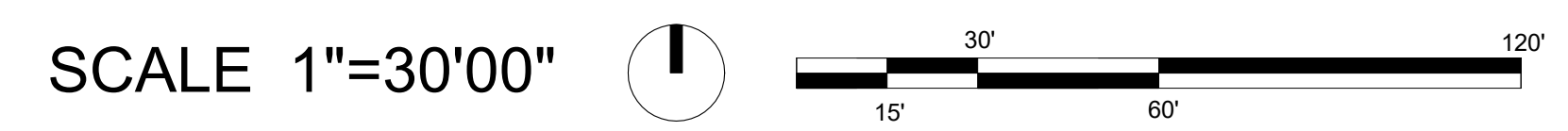
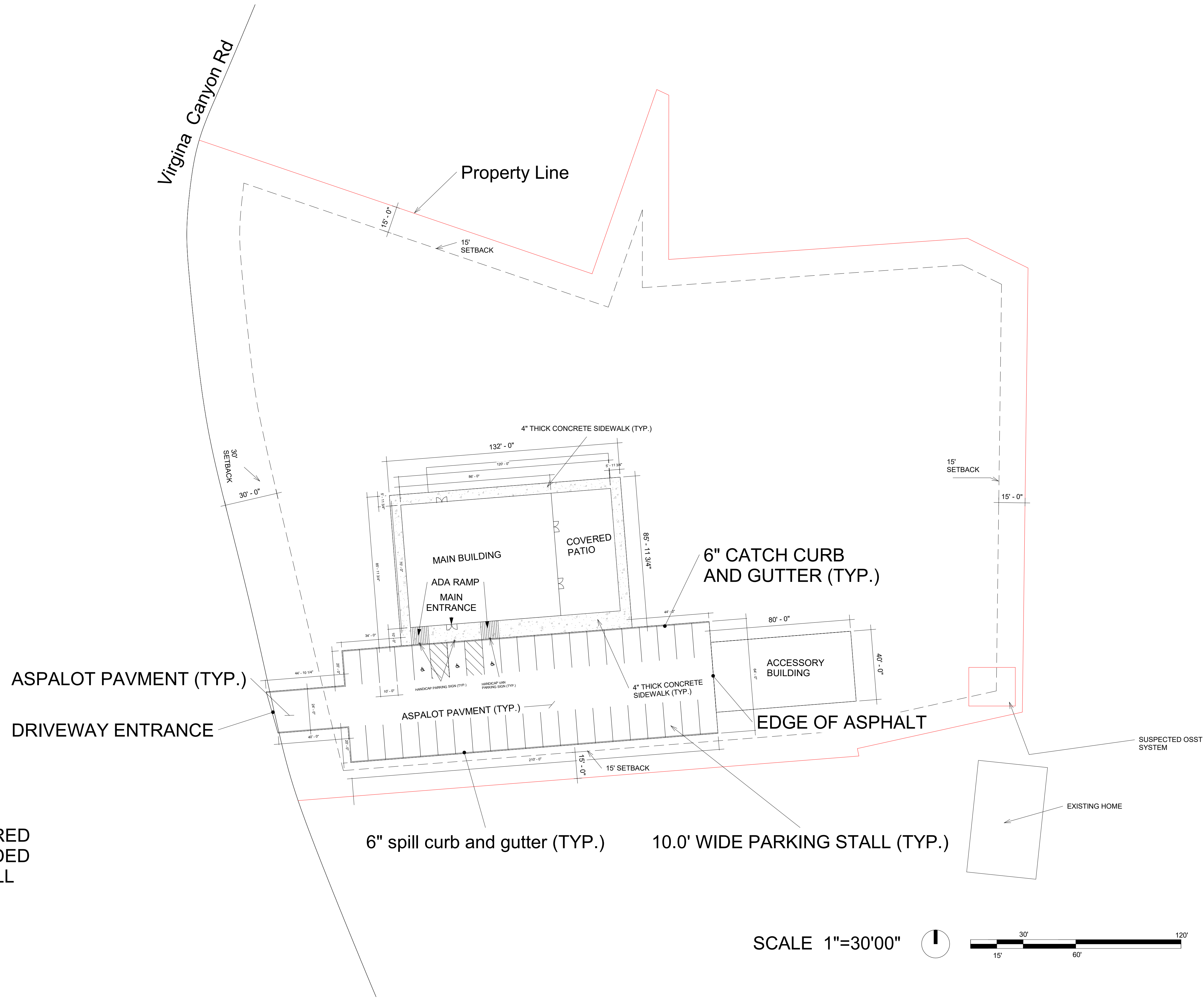
2/14/2024
5:27:31 PM

C100

SUR-23-1 ATTACHMENT 2

PARKING STALL CALCULATOR

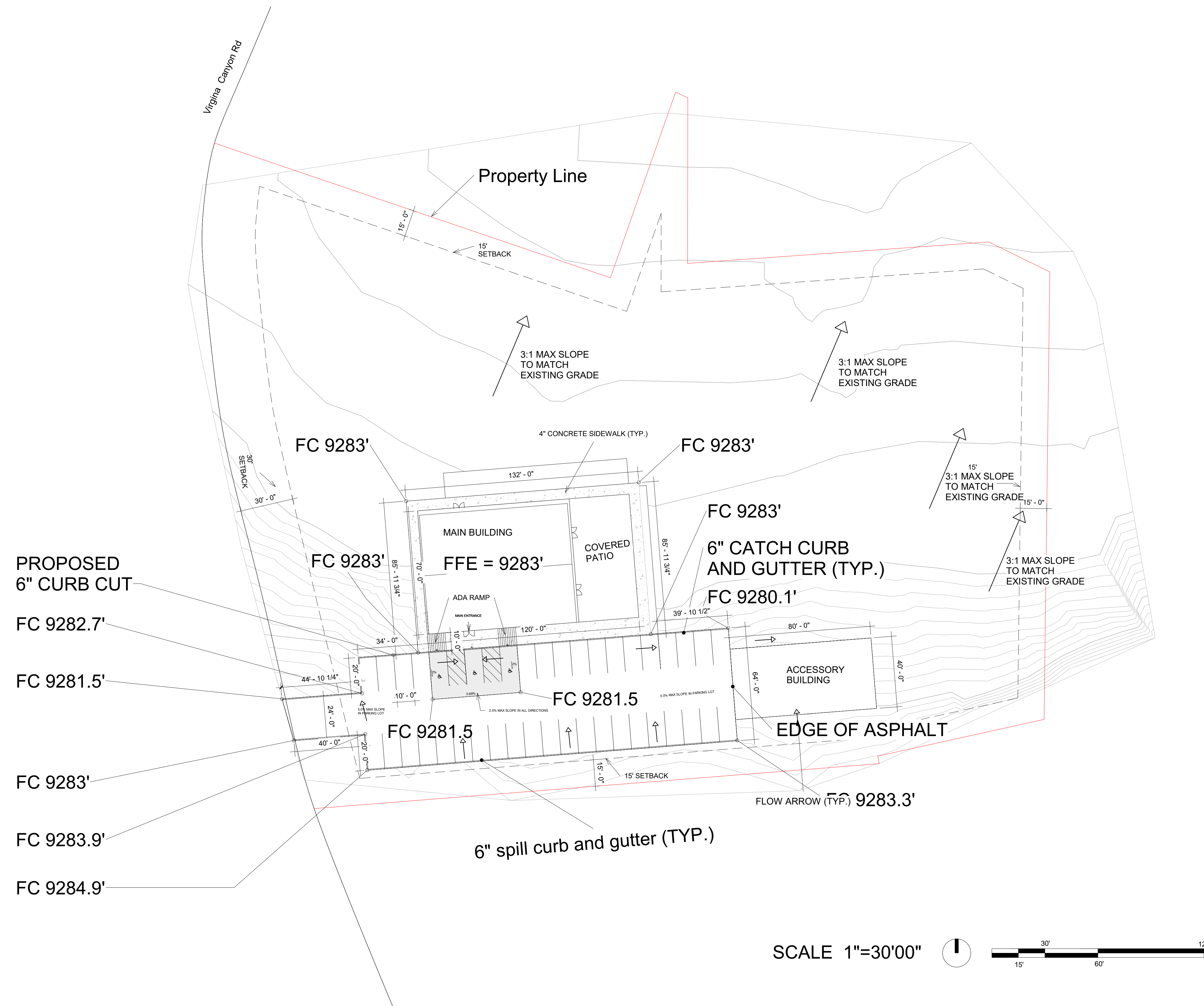
BUILDING AREA SF - 4000
 1 STALL PER 100 SF - 40 STALLS REQUIRED
 40 STALLS PROVIDED
 2 ACCESSABLE STALLS AND 1 VAN STALL

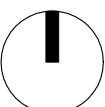
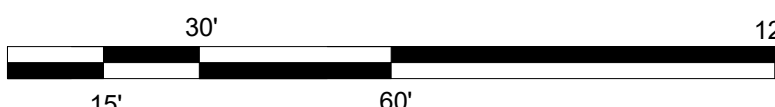


SUR-23-1 ATTACHMENT 2

#	DATE	DRAWING DESCRIPTION

SERENITY	SITE PLAN
1" = 30'-0"	
2/14/2024 5:27:38 PM	
C101	



SCALE 1"=30'00"  

SUR-23-1 ATTACHMENT 2

DRAWING DESCRIPTION

DATE

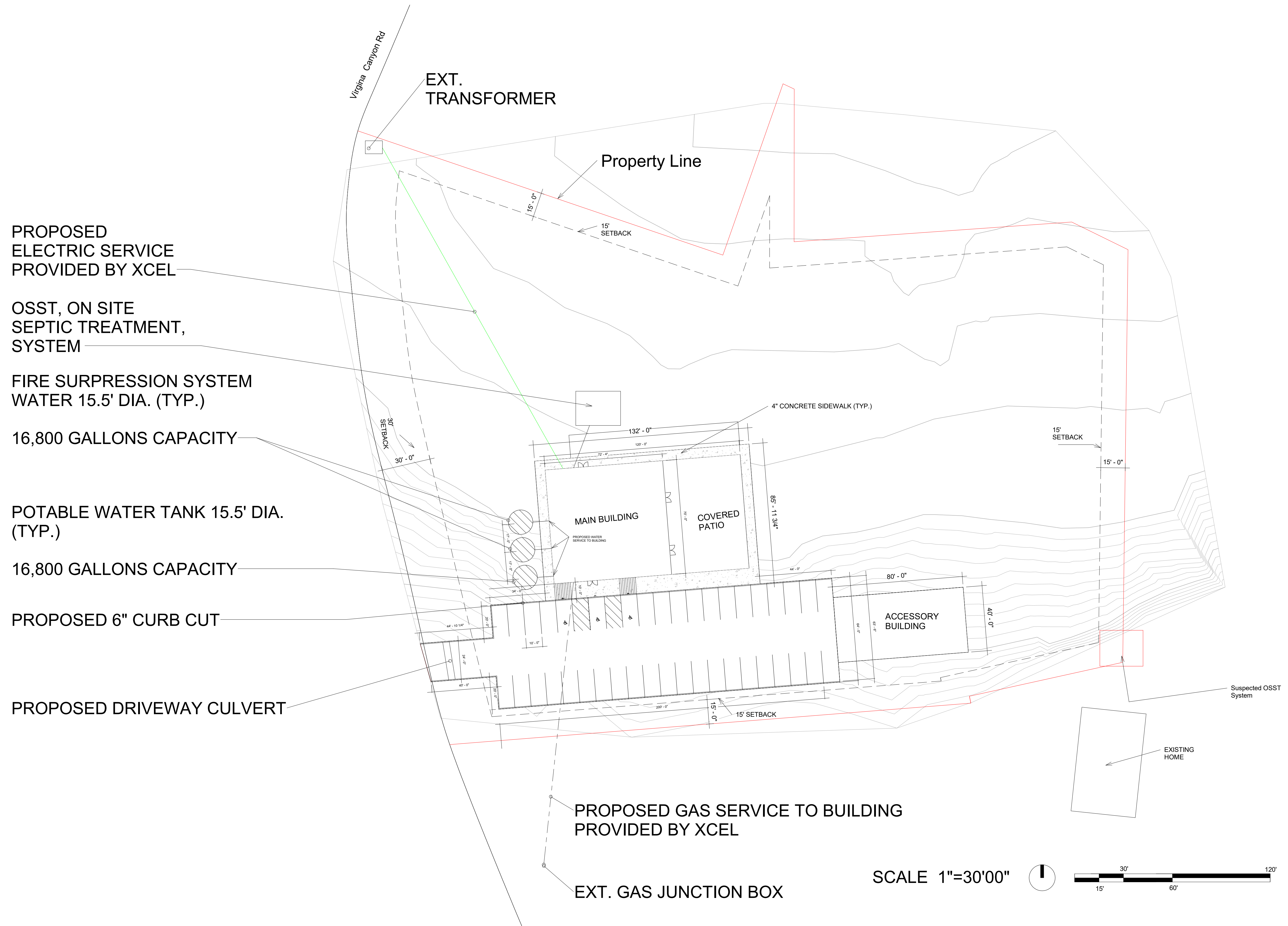
SERENITY

SITE GRADING PLAN

1" = 30'-0"

2/14/2024
5:27:43 PM

C102



PROPOSED
ELECTRIC SERVICE
PROVIDED BY XCEL

OSST, ON SITE
SEPTIC TREATMENT,
SYSTEM

FIRE SURPRESSION SYSTEM
WATER 15.5' DIA. (TYP.)

16,800 GALLONS CAPACITY

POTABLE WATER TANK 15.5' DIA.
(TYP.)

16,800 GALLONS CAPACITY

PROPOSED 6" CURB CUT

PROPOSED DRIVEWAY CULVERT

EXT.
TRANSFORMER

Property Line

MAIN BUILDING

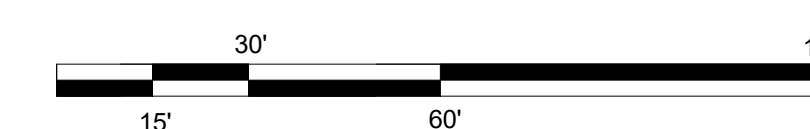
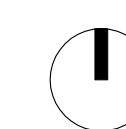
COVERED
PATIO

ACCESSORY
BUILDING

PROPOSED GAS SERVICE TO BUILDING
PROVIDED BY XCEL

EXT. GAS JUNCTION BOX

SCALE 1"=30'00"



Suspected OSST
System

EXISTING
HOME

DRAWING DESCRIPTION

DATE

SERENITY

SITE UTILITY PLAN

1" = 30'-0"

2/14/2024
5:27:47 PM

C103

SUR-23-1 ATTACHMENT 2

The proposed primary structure is a red iron metal building that is computer designed. The metal building is engineered to meet all state and local building requirements according to the latest building codes. The metal buildings come in various shapes and sizes to accommodate the many different needs. The buildings are pre engineered and then fabricated off site, reducing labor and construction time. Steel is a durable material with a long life span. When properly designed, constructed and maintained, steel buildings can reliably serve for decades, providing a long-lasting structure for their operators. Unlike wood, or brick and mortar structures, when you use steel, you don't have to worry about maintenance or worry about exposure to the elements. Steel is an incredibly strong and robust material, capable of withstanding harsh weather conditions, including heavy rain, wind, snow and even seismic activity. Additionally steel is recyclable making it environmentally friendly and potentially lowering construction costs. It is resistant to pests, rot and deterioration, reducing the need for frequent repairs and replacements. Steel buildings can be designed with custom insulation systems depending on the climate allowing for better energy efficiency and reduced heating or cooling costs. Proper insulation for your region helps regulate the internal temperature, ensuring a comfortable environment. Steel is non combustible and highly resistant to fire. This characteristic provides enhanced safety.

The building that we are constructing is a 2 level building with an open floor plan that will consist of many windows for the sun's natural light to shine through. We will have 2 classrooms/offices upstairs and we will hold services in the main room.

SUR-23-1 ATTACHMENT 3

Our mission is as stated “Is to love the Lord, our God with all our heart, soul, mind, and strength and second to teach others to do the same.”

The overall purpose of this new building is to provide Gilpin County with a new spiritual home that will be home to the Revolution Church aka Church of the Front Range. Revolution has 2 other locations in Colorado, located in Centennial and Colorado Springs. Revolution is starting to do construction for a building in Mexico as well, since Revolution is always looking to expand their denomination to new areas to serve the needs of the community. In addition to conducting 2-3 weekly church services, we will conduct a variety of community building events (4-5 events per week). Some of the events that may take place in the church to be a part of the Gilpin County Community are: Church services, youth group meetings, funerals, weddings, holiday church services and programs, community garage sales, bingo nights, prayer groups, community nights, picnics, preschool, child care, men’s and women’s activities, and weekend retreats. We foresee this church operating on a cycle as the needs of a congregation don’t just arise from 9-5. As seen at our Centennial location, worship is available in the worship center 24 hours a day. The Gilpin County location would be open from 9am-5pm, and will depend on the scheduling for the day. This schedule is flexible based on competing needs. While we understand it may take time to build a congregation, we believe there will be 20-80 members with a maximum total occupancy of 150 people. We look forward to serving all religious denominations with a spiritual openness and being a productive member of the community. We consider ourselves a place to comfortably worship and wish to be a safe place to attend.

Attached is an updated site plan. Dark Sky lighting systems will be positioned on the perimeter of the parking lot and all public access so people can safely see where they are going without affecting the surrounding community. The lighting system will have the lights shining down to not disrupt other areas of the community. The parking lot will house 38 parking spots, that include 3 ADA (handicap) spots to be in compliance. Initially the parking lot will be gravel, but after we get established, we would like to pave and strip the parking lot. We are currently working with a Civil Engineer to help conceive, design, build, supervise, operate, construct and maintain infrastructure for the parking lot, building, and erosion control. Due to location, the property will consist of a septic waste system including 2 cisterns, 1 for use and 1 for fire prevention. Black Diamond

SUR-23-1 Attachment 4

Excavating, a company who is located in Gilpin County and is familiar with the terrain, will conduct all excavation needs including work on the septic waste system, cistern, foundation, and grating. We have set aside water tanks for the fire suppression system (36,000 gallons) and potable water (16,800 gallons). We have spoken to the local municipality about having access to the water for fire prevention. We are also working with someone on our septic treatment system. A commercial kitchen is currently not in the planning, however, this may be discussed in future meetings with the Gilpin Health and Planning Departments. This opportunity has great potential to help the community become a resource for spiritual, and religious offerings.

SUR-23-1 Attachment 5



Virginia Canyon Road Conditions looking South with the subject property on the left.



Virginia Canyon Road Conditions looking South.

SUR-23-1 Attachment 5



Virginia Canyon Road Conditions looking North.



Virginia Canyon Road Conditions looking towards the North with the subject property on the right.

SUR-23-1 Attachment 5



Subject property from the Southern property line.



Subject property with an existing clearing and forested area.

SUR-23-1 Attachment 5



Subject property, facing east from Virginia Canyon Road.



Subject property facing North from Virginia Canyon Rd.

SUR-23-1 Attachment 5



Forested portion of the property looking South/South East, small clearing currently exists.

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Chanda Johnson, Human Resources Director, Human Resources
Date: April 30, 2024
Item: Resolution 24-76, Adopting Two Seasonal Road & Bridge Worker Positions for Culvert Crew
Requested Action: Resolution
Public Hearing: No

I. **REQUEST OR ISSUE:**

Public Works is requesting two (2) Road and Bridge Worker positions be added to staff. These two (2) positions would be hired annually as full-time, seasonal, non-benefited positions not to exceed six (6) months employment on an annual basis. The primary duties of these two (2) positions would be to assist an Equipment Operator with cleaning, maintaining, repairing, and installing culverts around the county.

Gilpin County is currently responsible for maintaining county culverts. At the present time, the county has 600 culverts that need repairs, replacement, or attention. The county has over 3000 county maintained cross culverts. The request for this position is only to maintain county cross culverts, this does not include resident culverts as residents are responsible for maintaining their culverts.

The cost to hire two (2) individuals to fill seasonal Road & Bridge Worker positions not to exceed six (6) months of employment each year, is currently estimated at a minimum of \$36,108.80 up to a midpoint total cost of \$42,494.40. These positions have not been budgeted for.

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

Staff recommends the approval of the positions to support work force optimization with appropriate staffing levels and to address outstanding culvert items.

III. **FISCAL IMPACTS:**

Yes. These positions are not budgeted for, the total cost to add these positions are currently estimated at a minimum of \$36,108.80 up to a midpoint total cost of \$42,494.40.

IV. **LEGAL ISSUES:**

None.

V. **ENVIRONMENTAL IMPACTS:**

None.

VI. **ALTERNATIVES:**

Staff recommends:

1. Approval of the positions and the request as written
2. Approval of the positions with modifications
3. Deny approval of the positions at this time.

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

**AUTHORIZING THE APPROVAL TO HIRE TWO (2) ADDITIONAL SEASONAL ROAD & BRIDGE WORKERS
TO ADDRESS COUNTY CULVERTS**

WHEREAS, the Public Works Department has requested assistance to clean, maintain, repair and install culverts in the County; and

WHEREAS, the County is responsible for maintaining over 3000 cross culverts; and

WHEREAS, currently the County has over 600 culverts in need of repair, replacement or other attention; and

WHEREAS, the two seasonal positions will be hired for on an ongoing annual basis; and

WHEREAS, the positions would each not individually exceed six (6) months of work annually; and

WHEREAS, these needed positions would allow the Public Works team to begin to address culvert issues; and

WHEREAS, the positions are currently not budgeted for; and

WHEREAS, the addition of the positions will allow the Public Works Department to have appropriate staffing to begin to address culvert issues during advantageous seasonal operating times.

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

1. Authorizes the Public Works Department to support workforce optimization with appropriate staffing levels to address department needs by:
 - a. Allowing the Department to hire two (2) Seasonal Road & Bridge Workers
 - b. On an annual basis
 - c. To maintain county cross culverts
 - d. As well as repair, replace or dedicate resources to culverts that need county attention
2. Authorizes the use of up to \$42,494.40 annually (adjusted up by 2.5% annually for inflation) for staffing costs for these two positions.

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

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Janey Barker, Director, Human Services
Date: April 30, 2024
Item: Resolution 24-75, Amending the Veteran's Services Officer Position
Requested Action: Resolution
Public Hearing: No

I. **REQUEST OR ISSUE:**

As outlined in Colorado Revised Statutes, 28-5-7801, the Board of County Commissioners in every county in Colorado are required to establish a veteran's service office to provide services to the veterans in their county or they can contract with an adjacent county to provide such services. The Gilpin County Board of County Commissioners has chosen to provide a veteran's services office within Gilpin County.

In accordance with Colorado Revised Statutes, 28-5-705, the state of Colorado has changed the requirements for Veterans Services Officers and now requires they are accredited by the Veterans Affairs Office of the General Counsel. The requirements to be accredited include working not less than 1,000 hours annually and completing TRIPs training. (38 CFR 14.629).

Veterans Services Officers are still required to be certified by the state which includes completing 16 continuing education credits per year.

Gilpin County's current Veterans Services Officer works approximately 700 hours per year. In order to meet the requirements set by the state of Colorado this position must have an increase of at least 300 hours per year.

The expected increase in salary expense is approximately \$13,000 per year with the current Veterans Services Officer's level of pay.

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

Due to the Board of County Commissioners being required to provide this position I am asking that an increase in hours, and the resulting salary, be approved by the Board so our Veterans Service Officer can be accredited by the Veterans Affairs Office.

III. **FISCAL IMPACTS:**

Yes. The expected increase in salary expense is approximately \$13,000 per year with the current Veterans Services Officer's level of pay.

IV. **LEGAL ISSUES:**

None.

V. **ENVIRONMENTAL IMPACTS:**

None.

VI. **ALTERNATIVES:**

The Board may choose to deny, continue or amend the resolution

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

AMENDING THE VETERANS' SERVICES OFFICER POSITION

Whereas, Colorado Revised Statutes, 28-5-7801 mandates the establishment of a veteran's service office in every county in Colorado or contracting with an adjacent county for such services; and

Whereas, Gilpin County has opted to provide a veteran's services office within its jurisdiction; and

Whereas, Colorado Revised Statutes, 28-5-705 now requires Veterans Services Officers to be accredited by the Veterans Affairs Office of the General Counsel, necessitating a minimum of one-thousand (1,000) annual working hours and completion of TRIPs training (38 CFR 14.629); and

Whereas, Veterans Services Officers must also be certified by the state, requiring 16 continuing education credits per year; and

Whereas, Gilpin County's current Veterans Services Officer works approximately 700 hours per year, falling short of the state's accreditation requirements by at least 300 hours per year; and

Whereas, the expected increase in salary expense for the current Veterans Services Officer, in order to meet state accreditation standards, is approximately \$13,000 per year.

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

1. Approves the increase in hours and salary for the Veterans Services Officer position to align with state accreditation requirements, effective July 1, 2024, in an amount not to exceed \$14,000.
2. Approves all administrative and budgetary adjustments to accommodate this resolution.
3. Adopts the job description for the Veterans Services Officer as **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

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



**GILPIN COUNTY
JOB DESCRIPTION**

Job Title: Veterans Service Officer

Department: Human Services

Immediate Supervisor: Human Services Director

Supervises: None

Pay Grade: NE7 - \$20.63 - \$28.89

Hiring Range: \$20.63 - \$24.76

Status: Part-Time

Classification: Non-Exempt

Primary Place of Work: Human Services Building – 15193 Highway 119, Black Hawk, CO 80422

OPEN UNTIL FILLED

JOB DESCRIPTION: VETERANS SERVICE OFFICER

Primary Responsibility: The Veteran’s Service Officer is responsible for assisting veterans and dependents in obtaining federal and state benefits to which they are entitled. The position is also responsible for counseling, claims, coordinating benefits, reports and other assistance to veterans and dependents as required. This position works within broad policy and organizational guidelines, independently plans and implements projects, reports progress of major activities through periodic conferences and meetings. The Veterans Service Officer is appointed by the County Commissioners for 2-year terms.

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. Provides assistance to eligible veterans and dependents in obtaining federal and state funds to which they are entitled. These include both service-connected claims and non-service connected benefits claims.
2. Counsels veterans and families on other benefits for which they may be entitled, including services provided by the Department of Human Services and other agencies.
3. Regularly meets individually with veterans, by phone or in person, to update and provide information on their claims and other services.
4. Manage and participate in public information and outreach activities to educate and offer services to veterans; represent the program and makes presentations to various community groups.
5. Plans and coordinates regular recognition ceremonies for individual and veterans’ groups in the county.



GILPIN COUNTY JOB DESCRIPTION

6. Maintain current booklets and other printed material pertaining to the statutory rights of veterans provided under state and federal laws.
7. Completes required reports for the state.
8. Attend training, conferences, and veterans' organizations seminars to ensure current knowledge of programs/benefits/laws.
9. May provide transportation for veterans to appointments at the Veteran's Affairs Hospital or other sites.
10. Completes other assignments relating to veterans' affairs as requested by the county commissioners and Human Services Director and any duties needed to stabilize an emergency situation.

Ability to:

- Communicate effectively with diverse clientele, including those with physical and developmental disabilities and those experiencing mental health matters to accomplish goals and objectives, including effective written and oral communications in English; and the ability to listen.
- Establish and maintain courteous and effective working relationships with employees, the public and other agencies.
- Work independently in position and utilize resources available for veterans.
- Understand, interpret and communicate, policies, procedures and benefits.

Qualifications (Knowledge, Skills and Abilities)

1. Experience and Work Ethic
 - a. Must be a minimum of 18 years of age.
 - b. Must be a resident of Colorado.
 - c. Must have served in the military with an honorable discharge, be a discharged LGBT veteran, or be an officer released from active duty with the armed forces and placed on inactive duty.
 - d. Ability to exercise professional judgment and organization skills.
 - e. Creativity and ability to remain flexible in a changing environment.
 - f. High degree of ethics and integrity.
 - g. Interest in ensuring County codes are adhered to regardless of personal feelings or relationship associated with individual matters.
2. 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 review and evaluate operating procedures and recommend improvements.
 - d. Use of professional and personal discretion to protect the County from any actual and/or perceived appearances of impropriety.
 - e. Applicate Federal, State and local laws, codes and regulations.
3. 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.



**GILPIN COUNTY
JOB DESCRIPTION**

- 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.
4. Education / Licensure
- a. High School diploma or GED

OR

Any combination of experience and education that would provide the required abilities, knowledge and skills as determined by Gilpin County may be substituted for the requirements above.

Mental/Physical Demands:

- Environmental: The work environment is primarily an indoor office setting. Occasional travel may be required. Outside work in the elements may also be required on occasion.
- Noise Level is moderate.
- Visual Acuity
- Able to hear normal conversations.
- Able to communicate orally in a clear matter.
- Good manual dexterity of hands and fingers.

I, _____ have read the above job description for the Gilpin County **Veterans Officer**. 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.

***Part-time and Temporary staff are ineligible for the following benefits; medical, dental, vision, 401A, Life Insurance, Short-term & Long-term Disability plans in addition to**



GILPIN COUNTY
JOB DESCRIPTION

Long-term care. See the benefit details at the end of the job posting for part-time options.

Benefits for Full Time Employees:

Paid Holidays: Gilpin County provides 13 paid holidays per calendar year. An employee will be paid eight (8) hours per holiday.

Vacation: The first year of employment, (based on the anniversary of the hire date) full-time employees shall earn 3 hours of paid vacation leave bi-weekly. After that time, leave shall accrue as follows:

- Two through five years – four (4) hours each bi-weekly pay period.
- Six through ten years – six (6) hours each bi-weekly pay period.
- Eleven years and more – eight (8) hours each bi-weekly pay period.

Full-Time employees are encouraged to take their earned vacation leave each year. At the end of the last pay period in December, each regular full-time employee’s accrued vacation leave hours will be reduced to 208 hours and will be carried over into the next calendar year.

Sick Leave: Full-Time employees shall accrue four (4) hours of sick leave each bi-weekly pay period. The maximum sick leave that may be accumulated by such an employee is 600 hours.

Personal Leave: Full time employees will receive 30 hours of personal leave per year. Personal time cannot be rolled over to the following year and will not be paid out. Personal time will be added to employees balance the first pay period of the new year. Employees hired throughout the year will receive personal time on a pro-rated basis, based on the quarter year that they are hired. Q1 30 hours, Q2 22.5 hours, Q3 15 hours, Q4 7.5 hours.

Medical Plans: Gilpin County offers two medical plans with Kaiser and United Health Care. Gilpin County offers a Health Reimbursement Account (HRA) for all employees to cover co-pays, deductibles, and other medical expenses. Employees are eligible for benefits the first of the month following 30 days of service. This HRA card will have \$3,000.00 on it for an individual or \$6,000.00 for a family. Both plans have a max out of pocket for \$1,000 individual or \$2,000 per family after the use of the HRA card.

United Health Care cost monthly:

Employee Only	Employee and Spouse	Employee and Child(ren)	Employee and Family
\$20.70	\$43.45	\$38.25	\$59.98

Kaiser Permanente cost monthly:

Employee Only	Employee and Spouse	Employee and Child(ren)	Employee and Family
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GILPIN COUNTY
JOB DESCRIPTION

\$18.60

\$39.08

\$34.43

\$53.98

Dental Plan: Gilpin County offers dental coverage through Delta Dental. Individual deductible at \$50 and family deductible at \$150. In network and at a PPO provider coverage for preventative and diagnostic services are covered 100%, basic services covered at 80%, major services at 50%, and ortho covered at 50% with a \$2,000 max. The plan offers a “Right Start 4 Kids” plan that covers children up to their 13th birthday at 100% with no deductible. Annual max out of pocket for this plan is \$2,000.

Delta Dental costs monthly:

Employee Only	Employee and Spouse	Employee and Child(ren)	Employee and Family
\$0.00	\$14.00	\$52.20	\$70.20

Vision Plan: Gilpin County offers vision coverage through VSP. In network coverage includes copays at \$10, \$175 per pair of either one prescription eyeglasses or contacts yearly and discounts on Lasik.

VSP Vision costs monthly:

Employee Only	Employee and Spouse	Employee and Child(ren)	Employee and Family
\$0.00	\$3.60	\$3.80	\$6.20

Retirement: Gilpin County offers a mandatory 401(A) plan as well as optional 457b or 457 Roth plans. You are immediately 100% vested day 1 into your retirement accounts. The mandatory 401a plan requires that you contribute 5% and Gilpin County will match 5% into your retirement account. The optional 457b plans may be started, stopped, and changed anytime during your employment

Life Insurance: Gilpin County provides at no cost to you a \$50,000 life insurance policy for yourself. Supplemental employee coverage in increments of \$10,000 with a max of \$500,000. Supplemental spouse coverage in increments of \$5,000 with a max of \$150,000. Supplement child(ren) policy with a benefit amount of \$20,000 per child. Guarantee issue amounts of \$150,000 for employee, \$30,000 for spouse without having to complete evidence of insurability valid during new hire enrollment.

Short-Term Disability: Short-term disability pays 60% of your earnings with a max of \$1,000 per week for up to 11 weeks. Benefits begin on day 15 and your first two weeks you will have to cover with sick or vacation time.

Long-Term Disability: Long-term disability kicks in after 90 consecutive calendar days of a qualified disability. The plan will pay 60% of your earnings with a max of \$5,000 monthly.

Long Term Care: In the event that you are injured and need to be treated at a care facility, Gilpin County provides coverage at no cost to you. The plan provides up to \$2,000 per month, and up to 3 years in a



GILPIN COUNTY
JOB DESCRIPTION

facility. If you would like to add supplements coverage for a greater amount per month or a longer term, supplemental coverage is available for you to purchase.

Employee Assistance Program (EAP): EAP is provided through Triad for employees and members of your household. Services are confidential and available 24/7. A wide variety of services including but not limited to: Emotion well-being support with up to 6 Counseling sessions per issue each year. Daily life assistance guidance on a variety of topics. Online resources with articles, assessments, search tools, webinars. Free 30-minute consultations on legal services and financial services. A discount center to find deals on products, services, travel and more!

Gilpin County Parks & Recreation Discount: You will receive 20% most services such as childcare, leagues, rentals, gym memberships, in house classes but does not include contract classes.

Benefits for Part Time and Temporary Employees:

Sick Leave: Leave accrues at the rate of 1 hours of sick leave per 30 hours worked to a maximum of 45 hours per year.

Retirement: As a part time or temporary employee you may participate in the optional 457b or 457 Roth plan. These plans may be started, stopped, and changed anytime during your employment.

Employee Assistance Program (EAP): EAP is provided through Triad for employees and members of your household. Services are confidential and available 24/7. A wide variety of services including but not limited to: Emotion well-being support with up to 6 Counseling sessions per issue each year. Daily life assistance guidance on a variety of topics. Online resources with articles, assessments, search tools, webinars. Free 30-minute consultations on legal services and financial services. A discount center to find deals on products, services, travel and more!

Gilpin County Parks & Recreation Discount: You will receive 20% most services such as childcare, leagues, rentals, gym memberships, in house classes but does not include contract classes.

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Joe Allaire, Director of Finance , Finance Department
Date: April 30, 2024
Item: LATCF Funding
Requested Action: Resolution
Public Hearing: No

I. **REQUEST OR ISSUE:**

The LATCF received by the county (outlined in the attached appendix) needs to be allocated and spent or we risk forfeiture of the sum of \$100,000. It is imperative that spend the money as soon as possible. As such we are proposing that \$65,000 is spent on the elective vehicle charging that will be complete in 2024 while the remaining \$35,000 is spent on Dakota Ridge Tower. The Dakota Ridge Tower repairs could possibly bleed into 2025 and therefore would need to come back to the Board for review.

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

Allocate and spend LATCF Funds

III. **FISCAL IMPACTS:**

Yes. LATCF funds need to be allocated soon or at risk of claw back.

IV. **LEGAL ISSUES:**

None.

V. **ENVIRONMENTAL IMPACTS:**

None.

VI. **ALTERNATIVES:**

If we do not allocate we risking losing the \$100,000

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

ALLOCATING AND SPENDING THE LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND

WHEREAS, Section 605 (b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L No. 117-2 authorizes the Department of the Treasury to make payments to certain recipients from the Local Assistance and Tribal Consistency Fund (LATCF); and

WHEREAS, On October 13, 2022 the County of Gilpin agreed to terms that can be found in the attached agreement labeled Appendix A; and

WHEREAS, the amount of Federal funds obligated to the County of Gilpin amounted to \$100,000.00 in two \$50,000 over the fiscal years of 2022 and 2023; and

WHEREAS, As bound by the rules of Appendix A and any further addendums to this point the County of Gilpin and Board of County Commissioners has elected to allocate \$100,000 to 2024 expenditures, an amount that will fully expend Gilpin’s LATCF funds.

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

1. Approves the allocation and disbursement of Local Assistance and Tribal Consistency Funds, totaling \$100,000 as described in Appendix B.
2. \$0.00 remains unallocated.

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

OMB Approved No. 1505-0276
Expiration Date: March 31, 2023

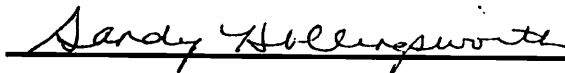
U.S. DEPARTMENT OF THE TREASURY
LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND

Recipient name and address: GILPIN COUNTY PO BOX 366 Central City, Colorado 80427-0366	UEI: D9MJER6MTH41 Taxpayer Identification Number: 846000768
Amount of Federal Funds Obligated (Total of Fiscal Year 2022 and Fiscal Year 2023 Tranches): \$100,000.00 Total Amount of Federal Funds Obligated: \$100,000.00 The Federal Award Date is the date of the Recipient's signature below, provided that all other conditions of the award have been met.	Assistance Listing Number: 21.032 Assistance Listing Title: Local Assistance and Tribal Consistency Fund

Section 605(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Local Assistance and Tribal Consistency Fund

Recipient hereby agrees, as a condition to receiving such payments from Treasury, to the terms attached hereto.

Recipient: GILPIN COUNTY



Authorized Representative: Sandy Hollingsworth

Title: BOCC-Chair

Date Signed: October 13, 2022

U.S. DEPARTMENT OF THE TREASURY
LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND
AWARD TERMS AND CONDITIONS FOR ELIGIBLE REVENUE SHARING COUNTY GOVERNMENTS

1. Payment of Funds.

- a. Recipient understands that the Department of the Treasury (Treasury) will disburse funds under this award (the award funds) in two tranches, subject to any remedial actions taken pursuant to section 7 or any offsets imposed to satisfy any debt owed pursuant to section 9 of these award terms and conditions.
- b. In addition to the limitations provided in paragraph (a), payments under this award will be subject to the availability of funding, and, should the provisions of section 605 of the Social Security Act (42 U.S.C. § 805) addressing allocations or recipient eligibility be amended or the amount of the appropriation for implementation of such section be reduced, Treasury may reallocate the amount of the appropriation that remains available and adjust Recipient's total award amount accordingly. In the event Recipient's total award amount is reduced, the amount of a second tranche payment may be reduced to account for the receipt of amounts disbursed in the first tranche.
- c. If eligible revenue sharing county governments other than Recipient decline or do not claim the amounts allocated to them by Treasury from the Local Assistance and Tribal Consistency Fund, Treasury may supplement this award with an additional allocation to Recipient. The amount of this additional allocation will be determined by Treasury in its discretion as provided in section 605 of the Act and will be subject to the limitations provided in paragraphs a and b.
- d. Any change in an allocation will be deemed an amendment to this award to increase or decrease the total award amount, as applicable, unless, in the case of an increased allocation, Recipient declines the increased total award amount.

2. Use of Funds.

- a. The award funds may be used to cover any cost incurred on or after March 15, 2021, for any governmental purpose other than a lobbying activity, as provided in paragraph b.
- b. Recipients may not use the award funds directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation.
- c. Recipient must expend and account for the funds in accordance with the financial management, procurement, and conflicts of interest standards, laws, policies, and procedures applicable to Recipient's expenditure of and accounting for its own funds.

3. Reporting. Recipient agrees to submit an annual project and expenditure report to Treasury for this award in the form provided by Treasury. Recipient acknowledges total award and expenditure amounts may be publicly disclosed.

4. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

5. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 605 of the Act and guidance issued by Treasury regarding the Local Assistance and Tribal Consistency Fund program. Recipient acknowledges that the funds constitute federal financial assistance and are subject to federal law applicable to federal financial assistance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders in the course of its use of the award funds.
- b. Federal regulations applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto;
- vi. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. §§ 200.100-110, 203, and 303, and Subpart F (Audit Requirements).
- vii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, Subparts A, B, and D, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- viii. The provisions of Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 applicable to executive compensation but not to subawards, pursuant to which the subsections of the award term set forth in Appendix A to 2 C.F.R. Part 170 applicable to executive compensation are hereby incorporated by reference.
- ix. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- x. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- xi. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- xii. Generally applicable federal environmental laws and regulations.

6. Maintenance of and Access to Records.

- a. Recipient will maintain records and financial documents sufficient to evidence compliance with section 605 of the Act, this award agreement, and implementing guidance issued by Treasury for a period of five (5) years after all funds have been expended or returned to Treasury.
- b. Recipient acknowledges that Treasury, including the Treasury Office of Inspector General, and the Government Accountability Office or their authorized representatives will have the right of access to records of Recipient in order to conduct audits or other investigations.

7. Remedial Actions. In the event of Recipient's noncompliance with section 605 of the Act, these terms and conditions, other applicable laws, guidance, or any reporting or other program requirements, Treasury may take any of the following remedies:

- A. Impose additional conditions on the receipt of the second tranche of the award;
- B. Temporarily withhold the second tranche of the award in whole or in part;
- C. Require recoupment of payments under this award;
- D. Terminate the Federal award;
- E. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Treasury regulations; and
- F. Take other remedies that may be legally available.

8. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by Treasury to be subject to a repayment obligation and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph (a). Treasury will take any actions available to it to collect such a debt.

10. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

11. Amendments.

- a. The terms of this award may be amended with the written approval of Recipient and Treasury.
- b. In addition, Treasury reserves the right to amend the terms of this award if required by U.S. law or regulation without the consent of Recipient.
- c. Notwithstanding the above, Treasury may, upon reasonable notice to Recipient, unilaterally amend this agreement for the sole purpose of making ministerial or administrative changes or correcting scrivener's errors.

PAPERWORK REDUCTION ACT NOTICE

The estimated burden associated with the collection of information provided for in section 6 of the terms and conditions is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

LATCF Funds(Revenue):	\$100,000
Charge Ahead Colorado EV Chargers(Expense):	\$65,000
Dakota Hill Tower(Expense):	\$35,000
Grand Total:	\$0

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Joe Allaire, Director of Finance , Finance Department
Date: April 30, 2024
Item: Resolution 24-78, Adopting American Rescue Plan Act Allocations
Requested Action: Resolution
Public Hearing: No

I. REQUEST OR ISSUE:

ARPA funds need to be allocated by the end of 2024 and spent by 2026. After 2023 Gilpin County was left with \$203,601 of the allocated \$1,212,630. In order to ensure the funds are not subject to forfeiture it is highly recommended that the funds be allocated and spent in 2024. The allocation laid out in Appendix A fully expends our total allocation on projects which County Manager Ray Rears, Community Development Director Rob Gutierrez and Treasurer Mary Lorenz believe are very achievable in 2024.

II. RECOMMENDED ACTION / NEXT STEP:

Approve ARPA allocations

III. FISCAL IMPACTS:

Yes. Outside funding needs to be spent

IV. LEGAL ISSUES:

None.

V. ENVIRONMENTAL IMPACTS:

None.

VI. ALTERNATIVES:

Do not allocate and risk forfeiture

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

ADOPTING AMERICAN RESCUE PLAN ACT ALLOCATIONS

WHEREAS, the American Rescue Plan Act (ARPA) of 2021 provided \$350 billion in additional funding for state and local governments with approximately \$130 billion of that amount divided between cities and counties; and

WHEREAS, eligible uses of these funds include revenue replacement to be allocated by the Board of County Commissioners, this allows counties receiving under 10 million dollars to use the funding to meet any county general expenditures; and

WHEREAS, funding must be allocated by 2024 and spent by 2026; and

WHEREAS, the United States Treasury’s Final Rule in effect April 1, 2022, allows counties to use up to \$10 million of ARPA Recovery Funds as “lost revenue” for the provision of general government services without using the Treasury revenue loss formula; and

WHEREAS, the Board of County Commissioners approved Resolution No. 22-12 “Adopting the Revenue Replacement Election of the American Rescue Plan Standard Allowance” on May 3, 2022; and

WHEREAS, ARPA has awarded Gilpin County an amount totaling \$1,212,630 and the County has received all funding intended to be distributed to Gilpin County; and

WHEREAS, in 2024, the Gilpin County Board of Commissioners has elected to allocate \$203,600, an amount that will fully expend Gilpin’s ARPA allocations; and

WHEREAS, of the \$1,212,630 received in ARPA funding, \$0 remains unallocated; and

WHEREAS, the rules of ARPA funding stipulate that this is our final year to allocate funds.

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

1. Approves the allocation and disbursement of American Rescue Plan Act (ARPA) Funds totaling \$1,212,630 as described in **Appendix A**.
2. \$0 remains unallocated.

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

Revenue

ARPA Funds Received by Gilpin County			
	2021	\$606,315	
	2022	\$606,315	Jun-22
		\$1,212,630	

Resolution 24-78
Appendix A

Expense

	2021 Spend	2022 Spend	2023 Spend	2024 Allocation
Clinica	\$0	\$100,000	\$0	\$0
Eagles Nest	\$0	\$50,000	\$0	\$0
Gilpin Ambulance	\$0	\$100,000	\$0	\$0
Jeffco DA	\$0	\$20,000	\$0	\$0
Gilpin County Senior Living	\$0	\$0	\$0	\$0
Belvidere Foundation	\$0	\$0	\$50,000	\$0
Timberline Fire District	\$0	\$0	\$100,000	\$0
TEENS	\$0	\$0	\$8,670	\$0
Gilpin Historical Society	\$0	\$0	\$5,335	\$0
Eagles' Nest Early Learning Center	\$0	\$0	\$40,000	\$0
Gilpin Peak to Peak Rotary	\$0	\$0	\$0	\$2,135
High Country Auxiliary	\$0	\$0	\$2,400	\$0
Community Wildlife Protection Plan	\$0	\$0	\$0	\$143,579
Mountain Ear	\$0	\$25,000	\$0	\$0
REDI Grant Match	\$0	\$25,667	\$14,333	\$0
Sub-total	\$0	\$320,667	\$220,738	\$145,714
Staff Positions and Projects				
Assessor - Specialist	\$0	\$41,870	\$0	\$0
Clerk and Recorder - Deputy Clerk Motor Vehicles	\$11,418	\$51,879	\$59,025	\$0
Attorney - Paralegal	\$16,643	\$80,861	\$0	\$0
Human Services - Senior Services Aide	\$15,753	\$23,453	\$48,559	\$0
Sheriff's Office – Central Square / Records Management / Computer - Aided Dispatch	\$0	\$179,881	\$0	\$0
Grant award - Justice Assistance Grant (JAG)	\$0	(\$119,882)	\$0	\$0
GIS Contract	\$0	\$0	\$58,164	\$57,886
Sub-total	\$43,814	\$258,062	\$165,748	\$57,886
Grand total	\$43,814	\$578,729	\$386,486	\$203,600

Surplus of ARPA funding after 2021 Spend:	\$1,168,816 *Note, we had only received one check at this point
Surplus of ARPA funding after 2022 Spend:	\$590,087
Surplus of ARPA after 2023 Spend:	\$203,601
Estimate Total ARPA Funds Spent:	\$1,212,630

AGENDA ITEM

Staff Report

TO: Board of County Commissioners
FROM: Gabrielle Chisholm, Parks & Recreation Director
DATE: April 30, 2024
ITEM: Resolution 24-69, Authorizing the Acceptance of Additional Funding for the Substance Abuse Block Grant and Associated Compensation Adjustments

- ORDINANCE
 - RESOLUTION
 - INFORMATION
-

I. REQUESTS:

Approve the resolution.

II. BACKGROUND:

The Substance Abuse Block Grant (SABG) through the Colorado Department of Public Health and Environment (CDPHE) is a five-year non-competitive grant. Gilpin County was identified as an "under resourced high need" (URHN) community. This grant has supported school-aged licensed childcare, the Eagles Teen program, evidence-based Lifeskills classes for 3rd grade through high school, and Positive Action lessons since 2020.

To keep up with the demand of grant deliverables, licensing regulations, increased enrollment, and collaboration with child care services, we are requesting the transition of a current full time Recreation Generalist to become a full time Child Program Coordinator (see exhibit A: Child Programs Coordinator job description) under the Youth Programs Supervisor. In addition to the annual \$150,000 funding through the SABG, \$127,101.73 has been offered to be able to do this transition and fund other existing youth programs positions. The SABG has also been extended by one year, now set to expire June 30, 2026.

- Transition a full time Recreation Generalist to a full time Child Coordinator under the Youth Programs Supervisor.
 - Mid-point for Recreation Generalist \$51,500.80 -> mid-point Child Programs Coordinator \$64,800. **Difference of \$13,299.20.**
 - The current Recreation Generalist is working ~90% of time in youth camp, due to demand.
- If none of the funding opportunities in the financial sustainability plan materialize in 2026, we will have to transition the Child Programs Coordinator back to a Recreation Generalist.

- We would also need to decrease program enrollment capacity
- This addresses Strategic Priority #1: Workforce Optimization, MMG A: Determine the appropriate staffing levels for each department.

There has been a steady increase in enrollment and participation in Youth Camp and Eagles Teens over the last three years. The Child Programs Coordinator will help with the increase in child care regulations (water testing, radon testing, health/sanitation procedures, background checks, etc.), and corresponding workload to maintain compliance. Currently the Youth Programs Supervisor is the “director” (state title) of the licensed program while also administering the Substance Abuse Block Grant. The Child Programs Coordinator would become the director for the program and be more involved in day-to-day program, and give additional support for substitutions, staff training, planning, buying supplies etc. We would be able to increase our license capacity from 40 to 50 children as well, which is projected to serve an average of 10 more kids in summer camp and would increase revenue by \$30,000/year.

One of the Recreation Generalist positions would be eliminated and the front desk hours of approximately 8 hours a week would be covered by current part-time staff that lost hours in the 2024 budget.

Current workload has required significant overtime, in 2023 there was over \$5,000 in salaries overtime amongst youth staff, and prohibited full use of vacation, sick and personal time, some of which was lost in 2023. Reduction of overtime will reduce our expenses and further increase our program’s recoverability/revenue.

The Youth Programs Supervisor will be able to focus on other duties such as:

- Increased participation in Lifeskills classes & number of classes (at the school)
 - Lifeskills is the curriculum that meets the required deliverable for the evidence-based component of the SABG, and provides the most usable data for grant reporting, currently done by the Youth Supervisor.
- Increase in secondary grant responsibilities

Allocating more time to these areas will greatly improve our odds of being awarded this and/or other grants in the future

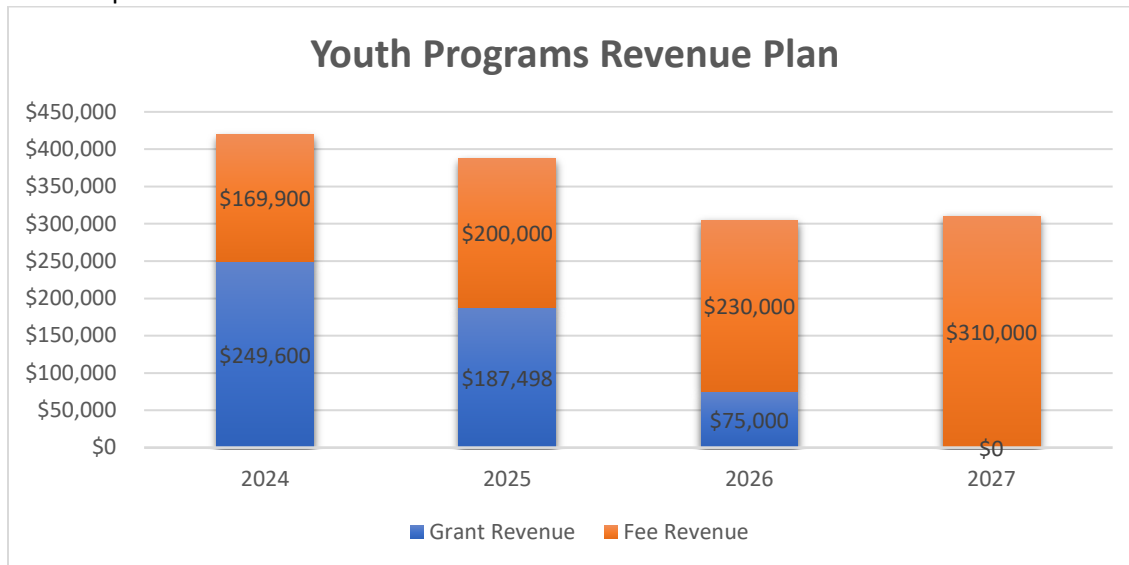
 - CLAS standards (Culturally and Linguistically Appropriate Services)
 - 3 specific goals expected to be implemented within the fiscal year (ends June 2024)
 - Data collection/evaluation
 - Needs more time & attention due to challenges of collecting usable data in drop-in youth programs
 - Community engagement
 - More information dissemination about grant programs is needed for stakeholders and general community
 - Coalition building
 - Grant work would be more effective with better connections/collaboration between other public health and youth development projects/initiatives
- Marketing for programs has been very minimal. With even a small increase in marketing efforts allowed by this restructure, program growth and recoverability will likely exceed expectations

- Seek additional grants/funding, and/or strengthen connections/collaboration with local early childhood council (Triad), local coordinating organization (Bright Futures - for Universal Preschool and early child care), Teens, Inc., Mountain Youth Network, etc.

Establishing a financially sustainable youth programs plan:

- Implement a step approach in fee increases every year that meet market standards and cover operations.
 - Fees were raised in March of 2024; we would then increase fees every January to make up the difference of expired grant revenue.

An example of what this would look like:



Year	Grant Revenue	Fee Revenue	Fund Balance	Total Revenue	Expenditures	Net Total
2024	\$249,600	\$169,900	\$0	\$419,500	\$340,340	\$79,160
2025	\$187,498	\$200,000	\$79,160	\$387,498	\$350,000	\$116,658
2026	\$75,000	\$230,000	\$116,658	\$305,000	\$360,000	\$61,658
2027	\$0	\$310,000	\$61,658	\$310,000	\$370,000	\$1,658

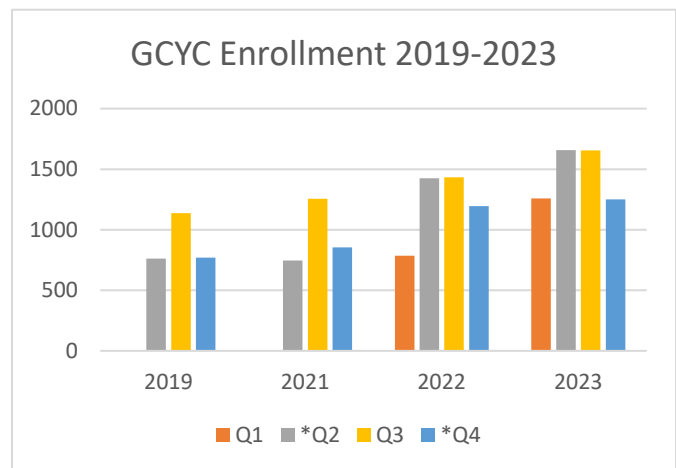
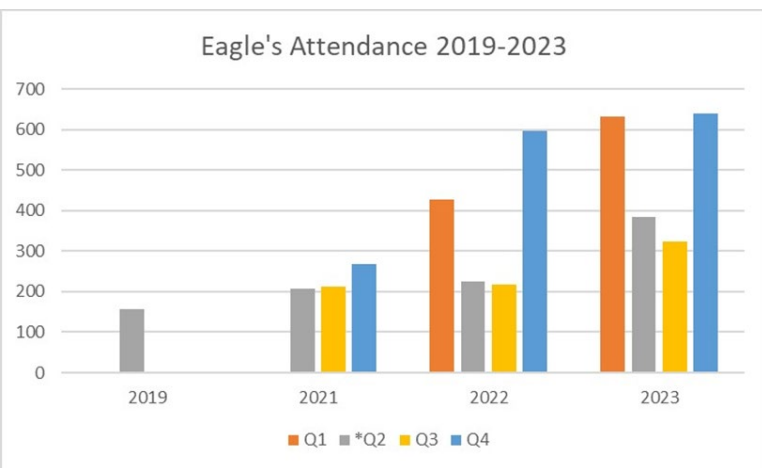
- Before grants expire in 2026, we will continue to pursue other grant funds.
 - There are currently several state and federal grants to subsidize childcare to get people back to work and pay childcare staff fair wages. Also, there are a lot of behavior health grants to help youth.
- Utilize additional child care support services
 - Child and adult care food program, state-provided consultations, Triad, CCAP, etc.
- Solicit donations/sponsorships from local businesses, community members, philanthropic organizations
- Increase revenue through additional programming
 - Parent’s night out, specialty camps, extended trips, overnight camps, additional special events
- Increase collaboration with other youth-serving organizations
 - Gilpin School District and Boulder Valley School District
 - Teens Inc.
 - Resilience 1220
- Continually assess staffing and fee structure to optimize recoverability percentage

- This is standard practice on an annual basis and we should be able to increase fees accordingly as needed.
- If other funds are not secured, a fully recoverable fee model is possible in June of 2026, but would likely price-out many families, therefore decreasing enrollment.
 - ~\$85/day/child for full day care
 - ~\$20/day/child for after school care (~2 hrs)
- Another ballot issue to address P&R in general or just childcare in the county?
- This plan addresses Strategic Priority #3: Financial Sustainability MMG B: Identify and implement revenue diversification strategies.

Child care is a core function in the Parks & Recreation industry nationwide. From before and after school care, preschool, summer camp, to enrichment camps such as sports, Legos and mad science. Children learn life skills in these recreational settings, like how to swim, hike, bike, arts and crafts, work with peers, etc.

Gilpin County Parks & Recreation Youth Programs is no different. We are a part of the Colorado Parks & Recreation Association: Preschool Licensing Activities and Youth Section (PLAaY) section, which provides recreational and development opportunities for children, youth and teens through a collaborative effort of agencies throughout the state. PLAaY also addresses the unique issues of licensed child care programs, shares program ideas and provides educational opportunities for professionals. There are no other licensed school aged child care programs in Gilpin County. We are an essential provider for families and the growth in our youth programs over the last three years proves this to be true.

Since 2020 there have been 230 unique individuals in Eagles Teen Program with a steady increase in participation. In 2023, there were 125 unique individuals that attended Youth Camp.



GCPR Youth Programs meets Strategic Priority #2: Long-term MMF D: Facilitate public needs and services.

Youth programs also are the biggest contributor to revenue over any other function in the Parks & Recreation Department. In 2023, besides the mill levy, the youth programs revenue of SABG, child care stimulus grant and fees brought in approximately \$281,827.

<u>Description</u>	<u>Dec 2023</u>
Mill Levy	1,153,617
Interest & Penalties	814
Facility Fees	6,377
Donations / Fundraisers	355
Specific Ownership	81,019
Interest Income	38,677
Sale of Assets/Equipment	8,690
GOCO Grant	84,702
Misc & Cash Drawer Over/Ur	476
User Fees	100,545
Towel Fees	290
League Fees	15,725
Class Fees	8,887
Contract Class Fees	32,363
OBH Youth Grant	150,000
Childcare Stimuls	14,327
IGA/Black Hawk Residents	25,000
Fair	11,105
Special Programs	10,328
Youth Fees	117,500
Merchandise Sales	2,232

II. RECOMMENDED ACTION / NEXT STEP:

1. Authorize sustainable long-term financial planning of youth programs by:
 - a. Establishing an annual fee increase step approach, that could be offset by grants
 - b. Secure grants and donations/sponsorships
 - c. Utilize additional child care support services
 - d. Increase revenue through additional programming
 - e. Increase collaboration with other youth-serving organizations
 - f. Continually assess staffing and fee structure to optimize recoverability percentage
2. Authorize the acceptance of additional funding through the SABG in the amount of \$127,101.73.
3. Authorize the transition of one full time Recreation Generalist position to a full time Youth Programs Coordinator position under the Youth Programs Supervisor.

III. FISCAL IMPACTS:

We need to use additional grant funds towards staffing in our youth programs. Once we have more staff help, we can enroll more youth (up to 50 a day), therefore an increase in revenue. One of the Recreation Generalists is currently working 90% of time in Youth Camp to keep up with plans, supplies, licensing requirements, etc. The Child Programs Coordinator will be able to help with youth programs staff hiring, training, more licensing requirements, and accept more enrollments.

What is the budget line item? *

08.00.4674 and 08.00.4766

V. LEGAL ISSUES:

None at this time.

VI. GRANT INFORMATION:

Substance Abuse Block Grant (SABG) through the Colorado Behavioral Health Administration.

We need to use additional grant funds towards staffing in our youth programs. Once we have more staff help, we can enroll more youth, therefore an increase in revenue. There is no matching requirement for this grant.

VI. HUMAN RESOURCES ISSUES:

We are proposing to reallocate dedicated resources of one full-time Recreation Generalist to a Child Programs Coordinator, to better serve the increased community demand of Youth Camp and grant deliverables, and move them under the Youth Programs Supervisor.

VIII. CONFLICTS OR ENVIRONMENTAL ISSUES:

None at this time.

IX. ALTERNATIVES

The Board may 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**

Authorizing the Acceptance of Additional Funding for the Substance Abuse Block Grant
and Associated Compensation Adjustments

WHEREAS, in 2018, a statewide needs assessment performed through the CDPHE Office of Behavioral Health (OBH) identified Gilpin County as one of state's counties with the highest risk factors for substance use disorder and gaps in prevention funding, known as an "under resourced high need" (URHN) community; and

WHEREAS, The Substance Abuse Block Grant (SABG) through the Colorado Department of Public Health and Environment (CDPHE) is a five year non-competitive grant that aims to lower rates of substance misuse and to prevent substance use disorder by promoting the wellbeing of children and families; and

WHEREAS, this grant was awarded to the County and has supported school-aged licensed childcare, the Eagles Teen program, evidence-based LifeSkills classes for 3rd grade through high school, and Positive Action lessons since 2020; and

WHEREAS, the awarded amount every year has been \$150,000; and

WHEREAS, CDPHE has awarded an additional \$52,101.73 to use for staffing costs by June 30th 2024 in state fiscal year budget 2023-2024; and

WHEREAS, CDPHE has awarded an additional \$75,000 to use for staffing costs by June 30th 2025 in state fiscal year budget 2024-2025; and

WHEREAS, CDPHE has awarded an additional \$150,000 to extend the grant by one year, now set to expire June 30th 2026; and

WHEREAS, to keep up with the demand of grant deliverables, licensing regulations, increased enrollment, and collaboration with child care services, we are requesting the transition of a current full time Recreation Generalist to become a full time Child Programs Coordinator under the Youth Programs Supervisor; and

WHEREAS, Gilpin County Parks & Recreation Youth Programs will be financially sustainable through means of long-term planning, including regularly seeking and applying for additional grant funding, soliciting donations/sponsorships, and implementing a stepped approach to fee increases every year that meet market standards, as needed to cover operational expenses.

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

1. Authorize sustainable long-term financial planning of youth programs by:
 - a. Establishing an annual fee increase step approach, that could be offset by grants

RECORDING STICKER

RECORDING STICKER



GILPIN COUNTY JOB DESCRIPTION

Job Name: Child Programs Coordinator

Department: Parks & Recreation

Immediate Supervisor: Youth Programs Supervisor

Supervises: Child Camp Leaders and Aides, Volunteers

Pay Grade: E3 \$55,100.00 - \$74,400.00

Hiring Range: \$55,100.00 - \$64,800.00

Status: Full Time

Classification: Exempt

Primary Place of Work: 250 Norton Drive, Black Hawk, CO 80422

JOB DESCRIPTION:

Primary Responsibility: The Child Programs Coordinator is responsible for developing, implementing, maintaining, and improving all of the licensed childcare and recreational activity programs (excluding leagues and aquatics) for children (ages 0-12).

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. Serves as the Director of the licensed School-Age Child Care Program:
 - Hires, evaluates, and performs corrective actions for Child Camp Leaders and Aides.
 - Coordinates and schedules all training requirements for leaders and aides of the Youth Camp programs.
 - Schedules youth camp leaders and aides.
 - Plans, develops and implements curriculum and activities for Youth Camp, including the coordination and transportation of children, field trips, events, participants and the use of other facilities.
 - Establishes and maintains a safe and healthy learning environment in compliance with the Colorado Department of Early Childhood (CDEC) Division of Early Learning, Licensing, and Administration child care facility rules and regulations (8 CCR 1402-1, sections 2.100, 2.500, 2.600), and CDPHE rules and regulations governing the health and sanitation of child care facilities (6 CCR 1010-7).
 - Maintains CDEC required records of participants and staff of the Child Camp



GILPIN COUNTY JOB DESCRIPTION

- programs.
- Communicates regularly with parents, children and staff.
 - Maintains inventory of materials and equipment necessary to support all child programs.
 - Develops new programs and master activity schedule for all youth programs.
 - Be available for any and all on-site visits for child care inspections (licensing, health, fire, etc.).
 - Develops all marketing materials, registration forms, handbooks and other promotions for child programs.
2. Develops, organizes, implements and oversees other youth recreation activities, instructors/volunteers, facilities, equipment, and participants including, but not limited to, scheduling classes, events, and special activities for youth.
 3. Supervises, evaluates, trains and schedules youth recreation activity staff and volunteers. Assists with hiring and corrective actions.
 4. Participates in the development and implementation of goals, objectives, policies and priorities for all child programs; identifies resource needs; recommends and implements policies, procedures, and improvements.
 5. Assists in the preparation and administration of the department budget including collecting, organizing, and researching budget material.
 6. Builds, maintains and works to foster effective working relationships with Parks & Recreation Department participants, youth, volunteers, local schools, Teens Inc. and Clear Creek Metropolitan Recreation District. Assists Youth Programs Supervisor in coordinating activities with other county departments, outside agencies and organizations.

Additional Job Duties: (as needed)

- Supports the teen programs and the Teen Programs Coordinator.
- Performs other appropriate duties as assigned by the Youth Programs Supervisor and Parks & Recreation Director and any duties needed to stabilize an emergency.
- Attends trainings, conferences, and meetings as appropriate to maintain and improve knowledge about youth programs, activities, and events.

Hours:

Office hours depend on needs of program anytime 7:30am – 6:00pm Monday through Friday. Evenings and weekends maybe required as needed.

Ability to:

- Demonstrate self-motivation in resolving issues without awaiting a directive.
- Accurately and effectively transmit and receive information that is necessary to the accomplishment of goals and objectives, including effective written and oral communications in



GILPIN COUNTY JOB DESCRIPTION

English, ability to keep patrons, subordinates, peers and supervisors informed, and the ability to listen.

- Work efficiently and effectively as a team member within the department.
- Exercise independent judgment and critical thought.
- Maintain courteous and effective working relationships with the public, county departments and coworkers.
- Supervise and lead subordinates.
- Work in a fast-paced environment.

Qualifications (Knowledge, Skills and Abilities)

1. Experience and Work Ethic

- Technical knowledge:
 - Microsoft Office, including Outlook, Word and Excel, Canva, Recreation Software, with the ability to learn new programs.
- According to the Colorado Department of Early Childhood (CDEC) Division of Early Learning, Licensing, and Administration, the program director must have verifiable education or training in work with school-age children in such areas as recreation, education, scouting or 4-H; and the program director must have completed at least one (1) of the following qualifications:
 - a. A four (4) year college degree with a major such as recreation, outdoor education, education with a specialty in art, elementary or early childhood education, or a subject in the human service field; or
 - b. Two years of college training and six (6) months (910 hours) of satisfactory and verifiable full-time or equivalent part-time, paid or volunteer, experience, since attaining the age of eighteen (18), in the care and supervision of four (4) or more children; or
 - c. Three years (5,460 hours) of satisfactory and verifiable full-time or equivalent part-time, paid or volunteer, experience and one of the following qualifications: 1. Complete six (6) semester hours, or nine (9) quarter hours in course work from a regionally accredited college or university; or 2. Forty (40) clock hours of training in course work applicable to school-age children and the Department-approved courses in injury prevention, and playground safety for School-Aged Child Care Centers within the first nine (9) months of employment.
- Experience working with various age groups.
- Previous supervisory experience preferred.

2. 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 review and evaluate operating procedures and recommend improvements.



GILPIN COUNTY JOB DESCRIPTION

- d. Use of professional and personal discretion to protect the County from any actual and/or perceived appearances of impropriety.
 - e. Applicate Federal, State and local laws, codes and regulations.
3. 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.
4. Education / Licensure
- a. High School diploma or GED, preferably with a college degree in Recreation Programming Education, Youth development, or related field
- OR
- Any combination of experience and education that would provide the required abilities, knowledge and skills as determined by Gilpin County may be substituted for the requirements above.

Certifications:

- Must have a valid Colorado Driver's License without any restriction due to driving record. Must also be able to drive a county vehicle.
- Must possess CPR, First Aid, and Standard Precautions Certification within 90 days of employment.
- Must possess FEMA ICS 100 and 700 certifications within 6 months of employment.
- Must possess all of the required trainings and certifications for the School-Age Child Care Center Director as outlined by the Colorado Department of Early Childhood.

Mental/Physical Demands:

- Perform a wide variety of physical tasks such as bending, stooping, standing, walking, and climbing stairs.
- Lift and carry materials and custodial equipment weighing up to 50 pounds; in excess of 50 pounds with assistance.
- May come into contact with human fluids and waste (i.e., blood, sputum, urine).
- Work with hazardous materials such as solvents and chemicals.
- Work in inclement weather.
- Work around dust, dirt, noise, and odors.



**GILPIN COUNTY
JOB DESCRIPTION**

I, _____ have read the above job description for the Gilpin County **Child Programs Coordinator**. 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.

Benefits for Full Time Employees:

Paid Holidays: Gilpin County provides 13 paid holidays per calendar year. An employee will be paid eight (8) hours per holiday.

Vacation: The first year of employment, (based on the anniversary of the hire date) full-time employees shall earn 3 hours of paid vacation leave bi-weekly. After that time, leave shall accrue as follows:

- Two through five years – four (4) hours each bi-weekly pay period.
- Six through ten years – six (6) hours each bi-weekly pay period.
- Eleven years and more – eight (8) hours each bi-weekly pay period.

Full-Time employees are encouraged to take their earned vacation leave each year. At the end of the last pay period in December, each regular full-time employee's accrued vacation leave hours will be reduced to 208 hours and will be carried overed into the next calendar year.

Sick Leave: Full-Time employees shall accrue four (4) hours of sick leave each bi-weekly pay period. The maximum sick leave that may be accumulated by such an employee is 600 hours.



**GILPIN COUNTY
JOB DESCRIPTION**

Personal Leave: Full time employees will receive 30 hours of personal leave per year. Personal time cannot be rolled over to the following year and will not be paid out. Personal time will be added to employees balance the first pay period of the new year. Employees hired throughout the year will receive personal time on a pro-rated basis, based on the quarter year that they are hired. Q1 30 hours, Q2 22.5 hours, Q3 15 hours, Q4 7.5 hours.

Medical Plans: Gilpin County offers two medical plans with Kaiser and United Health Care. Gilpin County offers a Health Reimbursement Account (HRA) for all employees to cover co-pays, deductibles, and other medical expenses. This HRA card will have \$3,000.00 on it for an individual or \$6,000.00 for a family. Both plans have a max out of pocket for \$1,000 individual or \$2,000 per family after the use of the HRA card.

United Health Care cost monthly:

Employee Only	Employee and Spouse	Employee and Child(ren)	Employee and Family
\$20.70	\$43.45	\$38.25	\$59.98

Kaiser Permanente cost monthly:

Employee Only	Employee and Spouse	Employee and Child(ren)	Employee and Family
\$18.60	\$39.08	\$34.43	\$53.98

Dental Plan: Gilpin County offers dental coverage through Delta Dental. Individual deductible at \$50 and family deductible at \$150. In network and at a PPO provider coverage for preventative and diagnostic services are covered 100%, basic services covered at 80%, major services at 50%, and ortho covered at 50% with a \$2,000 max. The plan offers a “Right Start 4 Kids” plan that covers children up to their 13th birthday at 100% with no deductible. Annual max out of pocket for this plan is \$2,000.

Delta Dental costs monthly:

Employee Only	Employee and Spouse	Employee and Child(ren)	Employee and Family
\$0.00	\$14.00	\$52.20	\$70.20

Vision Plan: Gilpin County offers vision coverage through VSP. In network coverage includes copays at \$10, \$175 per pair of either one prescription eyeglasses or contacts yearly and discounts on Lasik.



GILPIN COUNTY
JOB DESCRIPTION

VSP Vision costs monthly:

Employee Only	Employee and Spouse	Employee and Child(ren)	Employee and Family
\$0.00	\$3.60	\$3.80	\$6.20

Retirement: Gilpin County offers a mandatory 401(A) plan as well as optional 457b or 457 Roth plans. You are immediately 100% vested day 1 into your retirement accounts. The mandatory 401a plan requires that you contribute 5% and Gilpin County will match 5% into your retirement account. The optional 457b plans may be started, stopped, and changed anytime during your employment

Life Insurance: Gilpin County provides at no cost to you a \$50,000 life insurance policy for yourself. Supplemental employee coverage in increments of \$10,000 with a max of \$500,000. Supplemental spouse coverage in increments of \$5,000 with a max of \$150,000. Supplement child(ren) policy with a benefit amount of \$20,000 per child. Guarantee issue amounts of \$150,000 for employee, \$30,000 for spouse without having to complete evidence of insurability valid during new hire enrollment.

Short-Term Disability: Short-term disability pays 60% of your earnings with a max of \$1,000 per week for up to 11 weeks. Benefits begin on day 15 and your first two weeks you will have to cover with sick or vacation time.

Long-Term Disability: Long-term disability kicks in after 90 consecutive calendar days of a qualified disability. The plan will pay 60% of your earnings with a max of \$5,000 monthly.

Long Term Care: In the event that you are injured and need to be treated at a care facility, Gilpin County provides coverage at no cost to you. The plan provides up to \$2,000 per month, and up to 3 years in a facility. If you would like to add supplements coverage for a greater amount per month or a longer term, supplemental coverage is available for you to purchase.

Employee Assistance Program (EAP): EAP is provided through Triad for employees and members of your household. Services are confidential and available 24/7. A wide variety of services including but not limited to: Emotion well-being support with up to 6 Counseling sessions per issue each year. Daily life assistance guidance on a variety of topics. Online resources with articles, assessments, search tools, webinars. Free 30-minute consultations on legal services and financial services. A discount center to find deals on products, services, travel and more!

Gilpin County Parks & Recreation Discount: You will receive 20% most services such as childcare, leagues, rentals, gym memberships, in house classes but does not include contract classes.

Benefits for Part Time and Temporary Employees:



GILPIN COUNTY JOB DESCRIPTION

Sick Leave: Leave accrues at the rate of 1 hours of sick leave per 30 hours worked to a maximum of 45 hours per year.

Retirement: As a part time or temporary employee you may participate in the optional 457b or 457 Roth plan. These plans may be started, stopped, and changed anytime during your employment.

Employee Assistance Program (EAP): EAP is provided through Triad for employees and members of your household. Services are confidential and available 24/7. A wide variety of services including but not limited to: Emotion well-being support with up to 6 Counseling sessions per issue each year. Daily life assistance guidance on a variety of topics. Online resources with articles, assessments, search tools, webinars. Free 30-minute consultations on legal services and financial services. A discount center to find deals on products, services, travel and more!

Gilpin County Parks & Recreation Discount: You will receive 20% most services such as childcare, leagues, rentals, gym memberships, in house classes but does not include contract classes.



PREVENTION SERVICES DIVISION- BUDGET JUSTIFICATION FORM
Original Contract Routing # CT FHLA 2023*0326

Version 6.2023

Contractor Name	Gilpin County
Budget Period	Upon Execution - 6/30/2024
Project Name	Gilpin County Youth Prevention Initiative

Program Contact Name, Title, Phone and Email	Jacob Rippy, Youth Programs Supervisor; 720.677.9770; jrippy@gilpincounty.org
Fiscal Contact Name, Title, Phone and Email	Joe Allaire, Finance Director; 303.951.3671; jallaire@gilpincounty.org
Contract/Encumbrance Number	FHLA CT 2023*0326

Expenditure Categories		Budget Totals		
Personnel Services Salaried Employees		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Position Title	Description of Work and Justification for Revision			
Youth Grant Programs Coordinator	Full-time, fully benefited (PTO, Insurance, retirement, etc.). Manages all prevention initiatives - planning, recruiting, training, purchasing, and implementation. Coordinates with other youth staff to develop connections between prevention initiatives and other programs.	\$ 59,492.94	\$0.00	\$59,492.94
Teen Program Coordinator	Creating teen program coordinator position to maintain teen program operations after (external) funding loss. Full-time, fully benefited (PTO, Insurance, retirement, etc.). Manages EAGLE Teen drop-in program, events, and trips. Includes supervision of program assistants, Youth Leadership Team, and daily attendees. Assists with program evaluation, grant reporting, and budget tracking.	\$ -	\$41,511.00	\$41,511.00
Child Program Coordinator	Creating Child Program Coordinator position to replace recreation generalist and some program leader hours, so that all hours can be spent on grant programming. Full-time, fully benefited. Serves as the child care director and assists with program evaluation and budget tracking. Supervises child care program leaders, aides, and program participants.	\$0.00	\$41,510.00	\$41,510.00
				\$0.00
Personnel Services Hourly Employees		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Position Title	Description of Work and Justification for Revision			
Program Assistant	.25 FTE, 10 months. Program Assistant will support implementation of the EAGLE program and directly supervise youth activities. Position added to budget due to loss of supplemental (external) funding.	\$0.00	\$6,615.12	\$6,615.12
Program Assistant	.25 FTE, 10 months. Program Assistant will support implementation of the EAGLE program and directly supervise youth activities. Position added to budget due to loss of supplemental (external) funding.	\$0.00	\$6,615.12	\$6,615.12
Program Leader	.6 FTE Program Leader will assist with implementation of programs and other responsibilities related to SABG program as needed by Program Coordinator	\$25,614.38	(\$25,614.38)	\$0.00
Program Leader	.3 FTE Program Leader will assist with implementation of programs and other responsibilities related to SABG program as needed by Program Coordinator	\$12,632.47	(\$12,632.47)	\$0.00
Program Leader	.2 FTE Program Leader will assist with implementation of programs and other responsibilities related to SABG program as needed by Program Coordinator	\$7,773.83	(\$7,773.83)	\$0.00
Program Leader	.15 FTE Program Leader will assist with implementation of programs and other responsibilities related to SABG program as needed by Program Coordinator	\$5,920.97	(\$5,920.97)	\$0.00
Program Leader	.1 FTE Program Leader will assist with implementation of programs and other responsibilities related to SABG program as needed by Program Coordinator	\$3,666.90	(\$3,666.90)	\$0.00
Program Leader	.1 FTE Program Leader will assist with implementation of programs and other responsibilities related to SABG program as needed by Program Coordinator	\$3,919.27	(\$3,919.27)	\$0.00
Recreation Generalist	FT Recreation Generalist - will act as a Program Leader 4-5 hours per week (assist with implementation of programs and other responsibilities related to SABG program as needed by Program Coordinator). Remaining hours spent in non-grant-related duties (shared Parks and Rec employee)	\$4,747.56	(\$4,747.56)	\$0.00
Recreation Generalist	FT Recreation Generalist - will act as a Program Leader 4-5 hours per week (assist with implementation of programs and other responsibilities related to SABG program as needed by Program Coordinator). Remaining hours spent in non-grant-related duties (shared Parks and Rec employee)	\$4,449.89	(\$4,449.89)	\$0.00
Total Personal Services (including fringe benefits)		\$ 128,218.20	\$27,525.97	\$155,744.17
Supplies & Operating Expenses		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Item	Description of Item and Justification for Revision			
LST Elementary Student Guides	Levels 1 & 3, 10 packs.	\$250.00	\$0.00	\$250.00
LST Middle School Student	MS Level 1 guidebooks - 10 packs.	\$180.00	\$0.00	\$180.00

LST High School Student Guides	HS Student guide books - 10 pack	\$60.00	\$0.00	\$60.00
Positive Action Training	Training for Positive Action instructors.	\$550.00	\$0.00	\$550.00
Child Care License Renewal	Annual License Renewal fee for school-age child care	\$420.00	\$0.00	\$420.00
Snacks	Snacks for daily program M-F (rate per day for approx. 240 program days per year)	\$2,400.00	(\$2,400.00)	\$0.00
Meals	Youth Council Meetings	\$500.00	(\$500.00)	\$0.00
First Aid/Cleaning Supplies	Covered by department budget. Amount reallocated to help support other program operating needs.	\$100.00	(\$100.00)	\$0.00
Snacks / Meals - EAGLE	Snacks for daily program (M-Th, \$10/day, ~220 program days per year). Meals for Youth Leadership Team meetings (\$50 per meeting/event, 20 per year), and program extended trips.	\$0.00	\$4,500.00	\$4,500.00
Snacks - GCYC	Snacks for daily child care program M-F (approx. 250 program days per year).	\$0.00	\$2,500.00	\$2,500.00
Misc. Program Equipment	Additional equipment/materials to support programs as shaped by youth/staff input (e.g. art supplies, office supplies, additional recreational equipment, etc.). Adding additional equipment/operating supplies for teen program (~\$350/month for teens and child care), and updating/replacing some program equipment/furniture (teen program and child care).	\$1,800.00	\$4,350.00	\$6,150.00
Field Trips/Events - GCYC	Location / admission fees, equipment rentals, guest instructors, etc. for child care. Est. \$10 per youth, 40 youth per event/trip, 10 events/trips per year.	\$4,000.00		\$4,000.00
Field Trips/Events - EAGLE	Location / admission fees, equipment rentals, guest instructors, etc. for teen program. Est. \$20 per youth, 12 youth per event/trip, 18 events/trips per year, and an extended field trip (\$1900).	\$0.00	\$6,222.00	\$6,222.00
Risk/Protective Factors Conference 2024	Registration fee for program coordinators (Virtual) changed to in-person fee for coordinator, added two additional coordinators and youth leadership team.	\$100.00	\$1,525.00	\$1,625.00
Total Supplies & Operating Expenses		\$10,360.00	\$16,097.00	\$26,457.00
Travel		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Item	Description of Item and Justification for Revision			
Field Trips (mileage) - EAGLE	2 vehicles, x60 miles/trip average, x\$0.59/mile state reimbursement rate; Program coordinator and/or leader driver/supervisor, and youth participants. Adding mileage, lodging, and staff per diem for conference; and mileage for extended field trip for summer teen program	\$1,132.80	\$2,832.80	\$3,965.60
Field Trips - GCYC	Renting School Bus for child care trips to accommodate more participants (\$30/hr, \$4.50/mile); 8 hrs, 60 miles per trip average; 5 trips for FY2024	\$0.00	\$2,550.00	\$2,550.00
				\$0.00
Total Travel		\$1,132.80	\$5,382.80	\$6,515.60
Contractual (payments to third parties or entities)		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Subcontractor Entity Name	Description of Item and Justification for Revision			
Bryan Maki, RN	Child Care Health Consultant (Annual consultation: \$400; CPR/FA training: \$50/person; Medication administration training: \$50/person) for 4 staff members. Reduced due to acquiring an in-house CPR/First Aid trainer.	\$800.00	(\$200.00)	\$600.00
Total Contractual		\$800.00	(\$200.00)	\$600.00
SUB-TOTAL BEFORE INDIRECT		\$140,511.00	\$48,805.77	\$189,316.77
Indirect		Original Budget	Modification to Budget in Amendment/ Option Letter	Total Amount Requested from CDPHE
Item	Description of Item			
Federal Negotiated Indirect cost rate				\$0.00
CDPHE Negotiated Indirect Cost Rate				\$0.00
De Minimis Indirect Cost Rate	6.75321000%	\$9,489.00	\$3,295.96	\$12,784.96
Total Indirect		\$9,489.00	\$3,295.96	\$12,784.96
TOTAL		\$150,000.00	\$52,101.73	\$202,101.73



PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing # 2023*0326

Contractor Name	Gilpin County	Program Contact Name, Title, Phone and Email	Jacob Rippy, Youth Programs Supervisor; 720.677.9770; jrippy@gilpincounty.org
Budget Period	7/1/2024 - 6/30/2025	Fiscal Contact Name, Title, Phone and Email	Joe Allaire, Finance Director; 303.951.3671; jallaire@gilpincounty.org
Project Name	Gilpin County Youth Prevention Initiative	Contract (CT or PO) Number	2023*0326

Expenditure Categories					
Personal Services Salaried Employees					
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Youth Programs Supervisor	Full-time, fully benefited (PTO, Insurance, retirement, etc.). Provides oversight and support to all prevention initiatives - planning, recruiting, training, purchasing, and implementation. Coordinates with other youth staff to develop connections between prevention initiatives and other programs.	\$67,725.84	\$18,906.37	70.00%	\$ 60,642.55
Teen Program Coordinator	Full-time, fully benefited (PTO, Insurance, retirement, etc.). Manages Eagles Teen drop-in program, events, and trips. Includes supervision of program assistants, Youth Leadership Team, and daily attendees. Will also assist in teen program evaluation, reporting, and budget tracking.	\$55,100.00	\$17,283.92	80.00%	\$ 57,907.14
Child Program Coordinator	Full-time, fully benefited. Will serve as director of licensed child care program (alternate activity), ensure implementation of the Positive Action EBP within the child care, and assist with child program evaluation, reporting, and budget tracking.	\$55,100.00	\$17,283.92	80.00%	\$ 57,907.14
Personal Services Hourly Employees					
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE

Program Assistant	.25 FTE, 9 months. Program Assistant will support implementation of the teen program and directly supervise youth activities.	\$ 15.55	\$ 1.22	350.0	\$ 5,869.50
Program Assistant	.25 FTE, 9 months. Program Assistant will support implementation of the teen program and directly supervise youth activities.	\$ 15.25	\$ 1.20	350.0	\$ 5,757.50
Total Personal Services (including fringe benefits)					\$ 188,083.83
Supplies & Operating Expenses					
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE	
LST Elementary Student Guides	Levels 1 & 3, 10 packs	\$ 27.50	10.00	\$ 275.00	
LST Middle School Student Guides	MS Level 1 guidebooks - 10 packs	\$ 13.20	10.00	\$ 132.00	
LST High School Student Guides	HS Student guide books - 10 pack	\$ 6.60	10.00	\$ 66.00	
Child Care License Renewal	Annual License Renewal fee for school-age child care program	\$ 440.00	1.00	\$ 440.00	
Snacks / Meals - Eagles	Snacks for daily teen program (M-Th, ~\$8/day, 205 program days per year) and meals for Youth Leadership Team meetings (\$50 per meeting/event, 20 per year)	\$ 2,640.00	1.00	\$ 2,640.00	
Snacks - GCYC	Snacks for daily child care program M-F (~\$12/day, for approx. 205 program days per year)	\$ 12.00	205.00	\$ 2,460.00	
Misc. Program Equipment	Additional equipment/materials to support programs as shaped by youth/staff input (e.g. art supplies, office supplies, additional recreational equipment, etc.); approx. \$300/month	\$ 3,660.00	1.00	\$ 3,660.00	
Field Trips - GCYC	Location / admission fees, equipment rentals, guest instructors, etc. for child care. Est. \$12 per youth, 40 youth per event/trip, 10 events/trips per year	\$ 12.00	400.00	\$ 4,800.00	
Field Trips - Eagles	Location / admission fees, equipment rentals, guest instructors, etc. for teen program. Est. \$20 per youth, 12 youth per event/trip, 18 events/trips per year	\$ 20.00	216.00	\$ 4,320.00	
Risk/Protective Factors	Registration fee for program coordinators (Virtual)	\$ 200.00	1.00	\$ 200.00	
Total Supplies & Operating					\$ 18,993.00

Travel				
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Field Trips (mileage) - Eagles	2 vehicles, x60 miles/trip average, x\$0.60/mile state reimbursement rate; Program coordinator and/or leader driver/supervisor, and youth participants	\$ 0.60	2160.0	\$ 1,296.00
Field Trips - GCYC	School Bus rental (\$30/hr, \$4.50/mile); 8 hrs, 60 miles per trip average; minus field trip fee of \$10/person; ~35 kids/trip, approx 12 trips	\$ 160.00	12.00	\$ 1,920.00
Total Travel				\$ 3,216.00
Contractual				
Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Bryan Maki	Child Care Health Consultant (Annual consultation: \$400; Medication administration training: \$50/person for 4 staff members)	\$ 600.00	1.0	\$ 600.00
Total Contractual				\$ 600.00
SUB-TOTAL OF DIRECT COSTS				\$ 210,892.83
Indirect				
Item	Description of Item	Total Amount		
CDPHE-Negotiated Indirect Cost Rate	Entity elects to collect indirect rate of 6.725% of Total Direct Salaries and Fringe.	\$ 14,181.49		
Total Indirect				\$ 14,181.49
TOTAL				\$ 225,074

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Sahari McCormick, Clerk & Recorder, Clerk & Recorder
Date: April 30, 2024
Item: Resolution 24-74, Authorizing the Submission of a Grant Application to the Electronic Recording Technology Board to Move Tyler Technology Clerk & Recorder Data from On-Premises Hosting to Software as a Service
Requested Action: Resolution
Public Hearing: No

I. REQUEST OR ISSUE:

The Electronic Recording Technology Board (ERTB) Grant for SaaS (Software as a Service) to enhance cybersecurity and ease of access amongst departments.

II. RECOMMENDED ACTION / NEXT STEP:

Approval of resolution so grant may be submitted.

III. FISCAL IMPACTS:

None.

IV. LEGAL ISSUES:

None.

V. ENVIRONMENTAL IMPACTS:

None.

VI. ALTERNATIVES:

n/a

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

**AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE ELECTRONIC RECORDING
TECHNOLOGY BOARD TO MOVE TYLER TECHNOLOGY CLERK & RECORDER DATA FROM ON-PREMESIS
HOSTING TO SOFTWARE AS A SERVICE**

WHEREAS, the Electronic Recording and Technology Board (ERTB) was created and its funding structure established via Senate Bill 16-115, for the purpose of developing and modernizing electronic filing systems throughout the state; and

WHEREAS, the ERTB offers grants to any Colorado County Clerk and Recorder to support any project that establishes, maintains, improves, or replaces a County Electronic Filing System, subject to certain conditions, review, and approval; and

WHEREAS, the switching from on-premises hosting to SaaS (Software-as-a-Service) from Tyler Technology will keep our data and records more secure; and

WHEREAS, having SaaS from Tyler Technology will allow the Clerk and Recorder's Office to be in alignment with other county offices using Tyler Technology applications, thereby easing administrative burden; and

WHEREAS, this project supports the County's efforts to enhance cybersecurity, identified as the number six grant priority by the BoCC at a public work session in July 2023, as well as Strategic Priorities numbers two, Long Range Planning, and four, Community Engagement, as adopted by the BoCC via Resolution 22-39 at a public meeting on September 6, 2022; and

WHEREAS, a grant of \$89,933 from the ERTB will allow this service to be funded through 2026, including maintenance fees ranging from approximately \$22,620.00 to \$38,161.00 per year; and

WHEREAS, the grant program offers the opportunity to potentially extend funding through 2029, subject to the legislature extending the sunset of this program; and

WHEREAS, the County understands there is no financial match required for this grant program, and the County understands the requirements and obligations of the ERTB grant, including reporting and record-keeping, and commits to meeting those requirements and obligations.

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

1. Authorizes the Clerk and Recorder to submit an application to the Electronic Recording Technology Board for \$89,933.
2. Acknowledges and approves the termination of the contract with AMS/Bridgepay to accept grant funds and proceed with the project.

RECORDING STICKER

RECORDING STICKER

- 3. Commits to accepting the funds, if granted.
- 4. Authorizes the County Manager to execute the award contract with the ERTB with County Attorney review.
- 5. Authorizes the County Manager to execute any required contracts or agreements for services with Tyler Technology for the purposes of fulfilling the scope of work as outlined in the grant application and agreement 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

Witness my hand and official seal

Notary Public

RECORDING STICKER

RECORDING STICKER



ELECTRONIC
RECORDING
TECHNOLOGY
BOARD

Grant Application

Updated 9-24-21

Background

In the state of Colorado, a one-dollar per document technology fee was implemented in the early 2000's to aid County offices across the state in funding technological advancements in recording. As a result, Colorado was the first multi-jurisdictional state in the nation to adopt e-Recording across the state.

In the spring of 2014, a working group made up of real estate, lending, legal professionals as well as counties conducted a statewide needs assessment and a request for information to evaluate the state of recording systems in Colorado.

In the spring of 2016, legislation was passed, and this board and a funding structure were created from Senate Bill 16-115.

Our Vision

To create, support, and maintain a statewide land records environment that promotes accessibility and consistency for the public in an efficient and user-friendly manner.

Our Mission

To develop, maintain, improve, replace, or preserve land records systems in our state.

Business Purpose

The business purpose of the board is to develop and modernize electronic filing systems throughout the state as defined in 24-21-402 (2).

Our Core Goals (24-21-403 (1))

- Assure the security, accuracy, and preservation of public records required to be maintained by a Clerk and Recorder.
- Maintain the privacy of personal identifying information, online public access to which is not necessary to the proper functioning of land title records or other public records required to be maintained by a clerk and recorder.
- Assure that the sequence in which documents are received by a clerk and recorder is accurately reflected to the greatest extent practicable.
- Provide for online public access to public documents while maintaining the privacy of personal identifying information when applicable.
- Assure that electronic filing systems used in different counties are similar so as to facilitate the submission and searching of electronic records.

Our Objectives

1. Develop a strategic plan that incorporates the core goals and establish the administration of the Electronic Recording Technology Fund and Board.
2. Determine functionality standards for an electronic filing system that supports the core goals.
3. Issue a Request for Proposal (RFP) for electronic filing system equipment and software that the counties may choose to acquire.
4. Develop best practices for an electronic filing system.
5. Provide training to Clerk and Recorders related to electronic filing systems.
6. Develop a grant program, prepare reports and promulgate any necessary rule-making.
7. Develop subcommittees and project timelines for implementation.

Board Members

Susan Corliss Kit Carson County Clerk and Recorder

Representing County Clerk & Recorders

Gary Zimmerman Sr. Program Director, CO Secretary of State	Representing Secretary of State
George Stern Jefferson County Clerk and Recorder	Representing County Clerk & Recorders
Angela Myers Larimer County Clerk and Recorder	Representing County Clerk & Recorders
Charles Calvin Calvin Law Firm	Representing Colorado Bar Association
Trish Gilbert Saguache County Clerk and Recorder	Representing County Clerk & Recorders
Lloyd Booth , Mead Technology Group	Representing Mortgage Lending Industry
Robert Howe Title Company of the Rockies	Representing Title Industry
Molly Fitzpatrick Boulder County Clerk and Recorder	Representing County Clerk & Recorders

Who is eligible for grants?

Any Colorado County Clerk and Recorder.

What projects are available for grants?

Any project that establishes, maintains, improves, or replaces a County Electronic Filing System, the electronic document management system that enables a county clerk and recorder to accept electronic recording of land records and to provide online access to recorded documents.

Eligible projects may include digitization and indexing of documents received for recording in the office of the county clerk, especially documents that affect rights in real property.

In addition, the ERTB may approve a grant application when a portion of the grant funds will be used to digitize public documents that are not related to real property but that are managed by the county's electronic filing system. See CRS § 24-21-404(2)(b)(II), as enacted by HB 21-1225. For further information, see the Board's Policy Governing Grants for Digitization and Indexing.

In addition to projects that establish, maintain, improve, or replace an Electronic Filing System, eligible projects may include improvements to the security of a county's general information technology systems, if the improvement is necessary to improve the security of the county's electronic filing system. (Added by HB 21-1225)

For the purpose of this grant application and as defined in 24-21-401:

- (1) "Board" means the Electronic Recording Technology Board created in Section 24-21-402 (1)
- (2) "Electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.
- (3) "Electronic Filing System" means the document management system used by a Clerk and Recorder to comply with the statutory requirements set forth in part 4 of article 10 of title 30 C.R.S., for:
 - (a) Electronic documents received for recording or filing in the Clerk and Recorder's office; and
 - (b) Paper documents received for recording or filing in the Clerk and Recorder's office that are converted from paper, microfilm, or microfiche into an electronic format.
- (4) "Fund" means the Electronic Recording Technology Fund created in section 24-21-404 (1).

Deadline and Important Application Process Reminders

Grants will be considered on a monthly basis. In order to be considered for a grant, please submit your completed application via the on-line application or downloadable PDF at www.ertb.org by the first business day of the month. PDF applications can be emailed to ERTB.Grants@Coloradosos.gov. Counties will be notified by a grant award letter within 60 days and will be asked to sign a grant agreement. Please direct any questions about the application to ertbexecutivedirector@gmail.com.

Quotes/bids that support the grant-funding amount being requested must be included. Similar detail regarding past expenditures must be provided if reimbursement is being requested.

In order to improve a county's application, the county is encouraged but is not required to submit "letters of support" for the grant. It is recommended that these letters come from various sources, including (but not limited to) county government officials, industry partners or customers, chambers of commerce, or business leaders, etc.

Conditions for Receiving Grants

Before applying for any grant funds, please read the following conditions that will be included (but not limited to) as part of your grant agreement:

- Counties will cooperate with the Electronic Recording Technology Executive Director and Board and in their statutory reporting requirements.
- Any vendor contracts must include training on any equipment being purchased.
- Counties agree to participate in recording best practices, as defined in 24-21-403 (3) (d).
- If grant funds are not used in the first year, counties must submit to the Electronic Recording Technology Board a request for approval regarding how and when the funds will be spent. The Electronic Recording Technology Board will respond within 60 days. All funds must be expended by June 30, 2026.
- Counties will be required to provide proof of purchase by a signed contract or paid invoice for any new purchase along with a completed audit form to be provided. Audit forms must be completed within 30 days of receipt. These can be emailed to ERTB.Grants@Coloradosos.gov.
- Counties must be current and timely on their transmission of Recording Technology Fees to the Fund. Counties may submit comments to the Electronic Recording Technology Board for exceptions due to factors outside their control.
- The County agrees to maintain recordkeeping that provides a complete audit trail of funds received and expended, and the County agrees to cooperate and participate in any audits conducted under authority of the Electronic Recording Technology Board or the Colorado State Auditor. The County must maintain an accounting system and financial records that accurately account for the receipt and disbursement of Grant Funds. For this purpose, the county may use either general ledger fund accounting that tracks Grant Funds separately from other County funds, or use a tracking spreadsheet. All payments and expenditures must be tracked. Each expenditure must be classified by budget category, such as Personnel, Supplies and Operating, Travel, Equipment and Professional Services. All financial records must be supported by source documentation (such as invoices, time sheets, etc.).
- Counties may apply for reimbursement of funds that have already been expended if the expenditure establishes, maintains, improves or replaces a County Electronic Filing System as defined in 24-21-404 (2) and meets the core goals listed on Page 2. Additionally, the expenditure of funds must have taken place after the effective date of SB 16-115, June 10, 2016. Counties must provide proof of purchase.
- Counties may apply for funding to hire temporary staff for the completion of an eligible project. Counties must provide a closed quote and a statement of work.
- Counties may apply for funds more than one time.
- Any applications that are not completely filled out will be returned to the county and can be resubmitted once completed. All application questions should be answered, even if they do not pertain to the specific grant request. Part of the Board's function is to gather information about hardware and software used by counties.
- Counties should include any invoices or proposals if applicable.
- The Electronic Recording Technology Board reserves the right to partially fund a grant request.
- County tiers in the application refers to the classes listed in statute 30-1-101 and provided below:

30-1-101. Classification of counties - fixing fees

(1) For the purpose of fixing fees, chargeable and to be collected by county and other officers, and for no other purpose, the several counties of this state are divided into five classes, which classes shall be known as the first, second, third, fourth, and fifth, as follows:

- (a) The city and county of Denver is a county of the first class;
- (b) The counties of Adams, Arapahoe, Boulder, Douglas, El Paso, Jefferson, Pueblo, and Weld are counties of the second class;
- (c) The counties of Delta, Garfield, Larimer, Las Animas, Logan, Mesa, Montezuma, Montrose, Morgan, and Otero are counties of the third class;
- (d) The counties of Alamosa, Archuleta, Bent, city and county of Broomfield, Chaffee, Cheyenne, Clear Creek, Conejos, Costilla, Crowley, Eagle, Elbert, Fremont, Gilpin, Gunnison, Huerfano, Kit Carson, Lake, La Plata, Lincoln, Ouray, Park, Phillips, Prowers, Rio Grande, Routt, Saguache, San Miguel, Sedgwick, Gilpin, Washington, and Yuma are counties of the fourth class;
- (e) The counties of Baca, Custer, Dolores, Grand, Hinsdale, Jackson, Kiowa, Mineral, Moffat, Pitkin, Rio Blanco, San Juan, and Summit are counties of the fifth class.

ELECTRONIC RECORDING TECHNOLOGY FUND GRANT APPLICATION CHECKLIST

- Complete the entire application regardless of whether it applies to a specific grant request. Incomplete applications will be returned to the county and can be resubmitted once completed.

- Include any bids, invoices or proposals that are applicable to the grant application. For digitization and indexing, make sure that bids include the number of pages and/or documents to be digitized and/or indexed.

- Do not include any requests that would include expenditures past June 30, 2026, since the grant program is scheduled to be statutorily repealed on September 1, 2026.

- Grants can only be awarded for goods or services that fall under the statutory definition of “electronic filing system” in 24-21-401.

General Information		
County Name: Gilpin County		
County Clerk & Recorder Name: Sahari McCormick		
Phone: 303.582.5321	Email: smccormick@gilpincounty.org	
Alternate contact: Joe Self		
Phone 303-582-5321	Email jself@gilpincounty.org	
Mailing Address: PO Box 429, 203 Eureka St		
City: Central City	State: CO	Zip: 80427
County Tier: 4		
County budget cycle (calendar, fiscal) including dates: Calendar		
How many recordings do you do in a year? 2021: 3431 2022: 2488 2023: 2163		
How much do you collect of the \$1 Recording Technology Fee in an average year (over the last three years)? 2021: \$3,457 2022: \$2,151 2023: \$1,741 How much money is in your technology fund? \$9900		
Recording Equipment Information		
Is your county currently recording documents <input checked="" type="checkbox"/> Electronically <input type="checkbox"/> Manually		
What is the age of your current software? What is the age of the equipment (hardware) for which you are applying? What is the expected life of the software and hardware? Gilpin County was installed with Eagle Records Management Software on 10/17/2005. Software receives quarterly updates and releases.		
What is the condition of your current software? Excellent. What is the condition of the equipment (hardware) for which you are applying? Software: New, excellent.		
Current hardware:		
1 x Physical server		
<ul style="list-style-type: none"> • Windows Server 2019 • 2 x Xeon Silver 4210 CPU • 128GBs Ram • Raid 1 (2TBs) + Raid 10 (8TBs) 		
3 x Virtual Servers		
<ul style="list-style-type: none"> • APP <ul style="list-style-type: none"> ○ 32GBs Ram ○ 6 Virtual Processors ○ 500GBs • DB <ul style="list-style-type: none"> ○ 24GBs Ram 		

- 6 Virtual Processors
- 1.5TBs
- ERSS
 - 24GBs Ram
 - 6 Virtual Processors
 - 250GBs

Who is your current vendor? What product and version do you currently use?
Tyler Technologies, currently running version 2022.1.36

What is your current annual payment to your vendor and how is it calculated?
Annual Maintenance - \$22,608

How and what kind of hosting is done with any parts of your recording system?

None, currently. Requesting funding to move to a Hosted environment, which includes Disaster Recovery Services, Systems Management, Cyber Security and Hosted Servers in the Tyler Data Center. Moving forward, Gilpin County would no longer need to rely on third-party IT to purchase, maintain, or support their servers, as it would be handled by Tyler Technologies. This is also beneficial as our Assessor has recently flipped to SaaS, and our Treasurer is next in the coming months.

What is the term of your contract (dates) with your current vendor?
Annual Maintenance/Support, Gilpin County owns Eagle Recorder/Records Management Software.

What percentage of your documents have been digitized? What percentage of your documents have been indexed? What will the percentage be if this grant application is approved?
Approximately 75% have been digitized with more indexing occurring daily.
This grant funding request is not for any digitization or indexing projects.

What percentage of your land documents are accessible online? What will the percentage be if this grant application is approved?
All digitized records that are public records are accessible online.
This grant funding request is not for any digitization projects.

Grant Information

Why are you applying for grant funds?
We would like to move our Tyler Clerk & Recorder data from on-prem to hosted SAAS to be in alignment with the rest of our county offices utilizing Tyler Applications.

Amount of grant request (no funding requests involving expenditures past June 30, 2026).
Total: \$89,933

What do you want to use the grant money for? Break out the expenses and include bids, invoices, or proposals with your request. What specific equipment and software do you want to purchase?

We would like to use the grant money to pay for annual SAAS fees to include:

All hosting and software support for all modules, including:

- Annual SaaS Fee
- Software Support Eagle Recorder Recording
- Records Public Access
- ECommerce

- Fraud Notify
- ERecording

This will be for 2 Years. 24-25/25-26

One time Costs:

- Professional Services/Deployment/Project Management/DB Conversion Services - \$15,000
- Hardware: \$419
- 2024: \$36,353
- 2025: \$38,161

TOTAL: \$89,933

If you are requesting grant funding for digitization and indexing, please provide a general description of the documents to be digitized and/or indexed, the approximate date ranges, the total number of pages or documents, and an estimate of the percent of documents that are not related to interests in real property. If there are documents not listed in the Board's Policy Governing Grants for Digitization and Indexing, as examples of real property documents but the Clerk believes are related to interests in real property, please provide an explanation of why the documents are related to real property. Attach supporting bids if applicable. Bids should include the number of pages and/or documents to be digitized and/or indexed. For further information, see the Board's Policy Governing Grants for Digitization and Indexing.

Gilpin County is not applying for digitization project funding.

If you are requesting grant funding to improve the security of your county's general information technology systems, please describe generally the security measures to be undertaken with grant funds and explain why/how the improvement is necessary to improve the security of your electronic filing system.

A flip to SaaS means we would be hosted in Tyler's Data Center - with a fully redundant data center. Our records would no longer be stored on the county's servers. Being hosted would provide more security in our county, with the ability to have backups, redundancies for power, and added cyber security measures that the county currently does not have in place.

Additional Hosting Benefits:

- Handling of all server hardware
- Services to migrate to Tyler's hosted environment
- Services for any server OS upgrades, application upgrades. i.e. Tomcat, Search DB, SSL certs, etc.
- Disaster recovery planning and services - 24/7 support by a dedicated team who maintain the servers
- Infrastructure management, storage allotment, backups, as well as load balancing (if needed)

From a security standpoint, hosted clients receive:

- Intrusion detection, and firewall management
- A cloud-based secure hosted environment
- PCI security compliance (crucial for eCommerce)
- SS AE 18: *(which is an audit of controls and software license management and serves as the extra layer of controlled security against virus and ransomware attacks)*

If the grant is for temporary staff, what specific project will the staff be working on? (Please attach a Statement of Work). Not applicable.

How do you plan to segregate grant funds from county funds?

Revenues

01.22.4651 Grant Revenue

Expenses:

01.22.5290 Funds accumulated in Technology Fund

01.22.5183 Grant Expense

Will any monies from your technology fund be used for the purpose(s) contained in the grant request? If yes, how much?

We plan to use the funds that we have accumulated.

If no, explain the plans for the use of your technology fund.

Will this be (or was this) a competitive bid process (RFP) or an upgrade to an existing system?

Not a competitive bid process, this would be an upgrade to our existing system.

Will the grant award increase your annual maintenance costs? If so, do you have a long-term plan to budget for the increase?

Yes, our fees will go from appx \$22,608 per year to \$36,353 for year 1 and \$38,161 for year 2. We will add the additional cost to the annual budget beyond that.

Describe how the funds will be used to achieve the stated business purpose and core goals.

A) To assure the security, accuracy, and preservation of public records

Cyber security is an increasing concern for Gilpin County. We would feel more comfortable and secure with 24/7 monitoring, cyber security benefits from Tyler Technologies' Hosted Solution, and the accessibility of Disaster Recovery if need be.

B) To maintain the privacy of personal identifying information, online access.

Confidentiality and security is a crucial component of Tyler's Hosted Solution, and provides a home for Records Public Access, which has robust capabilities to protect our documents, and our citizens – including enhanced document securities, reporting, subscriptions, offerings such as Fraud Notify, watermarking, image degradation, etc.

C) To assure that the sequence in which documents are received by a clerk are accurately reflected to the greatest extent practicable

Gilpin County diligently records documents, closely following policies and procedures. This process will not change with a move to Hosted Environment, or addition of these new modules.

D) To provide for online public access to public records

We currently provide online public access, and have already upgraded to the Records Public Access system which enhances the searching capability, convenience, and increase traffic which in turn will increase the county's revenue. Being hosted keeps our Records Public Access site safe and secure, along with our payment processor (Tyler Payments) being PCI compliant.

E) To assure that electronic filing systems used in different counties are similar so as to facilitate the submission and searching of electronic records.

Gilpin County would like to offer additional options and flexibility to our constituents, following in the footsteps of other CO counties that offer a variety of ways to have documents recorded, purchased and searched for.

With my signature below, I do hereby certify that I have read, understand, and support the above application for grant funds through the Electronic Recording Technology Board.

Signature of County Clerk & Recorder

Date

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Samuel Bower, Administrative Analyst, County Manager's Office
Date: April 30, 2024
Item: Resolution 24-73, Amending the Master Policy & Procedure Manual, P-1, Procurement Policy
Requested Action: Resolution
Public Hearing: No

I. REQUEST OR ISSUE:

This resolution approves an amended Master Policy & Procedure Manual that includes an updated P-1, Procurement Policy. The policy was changed to remove redundant language that is now included on P-17, Contract Management Policy, to streamline processes, and for minor changes to improve grammar, clarity, and readability. Outside of contracting and procurement requisition, the policy remains largely unchanged.

II. RECOMMENDED ACTION / NEXT STEP:

Approve the resolution.

III. FISCAL IMPACTS:

Yes. The policy affects how the County procures and purchases goods and services.

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-1, PROCUREMENT 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, it has been identified by County staff the need to make a number of changes to P-1, Procurement Policy; and

WHEREAS, some language was removed to streamline processes, most notably in regard to procurement requisition; and

WHEREAS, some language regarding contracting was moved to P-17, Contract Management Policy; and

WHEREAS, other minor changes were made to improve grammar, clarity, and readability.

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

1. That the Board approves and adopts the amended Master Policy & Procedure Manual with the inclusion of the amended P-1, Procurement Policy.

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)

RECORDING STICKER

RECORDING STICKER

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 - 1
Document Name:	Procurement Policy
Effective Date:	Pending 9/20/22
Document Status:	Pending Adopted
Authority:	Board of County Commissioners
Purpose:	To ensure a clear, high-quality, responsive and responsible procurement procedure

1.0 Purpose of the Procurement Policy

- 1.1 As fiscal stewards of limited public funding, it is critical we are mindful of our role in the frugal and wise use of public funds.
- 1.2 The overall purpose of procurement regulations is to ensure that Gilpin County receives the highest quality of desired goods and/or services at the best price possible while remaining in compliance with applicable Federal and/or State laws. Further, the regulations are aimed at streamlining the process of procurement while maintaining adequate controls. ~~These procurement procedures apply to all staff and elected officials involved in the procurement process and to all types of procurement.~~

2.0 Scope

- 2.1 This policy applies to ~~all staff and elected officials involved in~~ the procurement and purchase of goods and services for Gilpin County operations ~~and to all types of procurement, including capital items.~~
- 2.2 ~~Procurement deals with the sourcing activities, negotiation, and strategic selection of goods and services that are usually of importance to an organization. Purchasing is the process of how goods and services are ordered. Purchasing can usually be described as the transactional function for goods and services.~~ Procurement is authorized up to the amount budgeted, as approved by the Gilpin County Board of County Commissioners (BoCC) annually.
- 2.3 Any and all interpretive questions regarding the Procurement Policy shall be directed to the County Manager who shall have the sole authority to answer and/or resolve such questions. Any interpretive questions that raise inconsistencies or conflicts shall be addressed through a revision to the Procurement Policy as approved by the BoCC.



3.0 Definitions

3.1 Procurement. Sourcing activities, negotiation, and strategic selection of goods and services.

3.2 Purchasing. The process of how goods and services are ordered. Purchasing can usually be described as the transactional function for goods and services.

3.3 Procurement Officer (PO). The staff person tasked with drafting the procurement requisition, RFP, tabulating evaluations, and preparing the final award record, or the staff person tasked with informal procurement or small dollar purchases.

3.4 Project Manager (PM). The staff person tasked with managing the reception of goods and/or services following an award.

3.5 Informal Procurement. Procurement that does not require a formal RFP process. The PO must receive at least two written or verbal (with documentation) ~~or verbal~~ quotes unless exemptions apply.

3.6 Formal Procurement. Procurement that requires a formal RFP process. See Section 4, ~~Section 5~~, Section ~~67~~, and Section ~~78~~.

3.7 Information and communications technology (ICT). Information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples of ICT include, but are not limited to: computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and, electronic documents. The term does not include any equipment that contains embedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. However, if the embedded information technology has an externally available web or computer interface, that interface is considered ICT. For example, Heating, Ventilation, and Air Conditioning (HVAC) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation are not considered information technology.

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4.0 ~~Purchase Policy~~Bidding Thresholds

4.1 The BoCC procurement policy is subject to the following bidding thresholds and procedures:

Procurement Range	Process	Approval Level of Authorization	Requirements	Other
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Document Owner: Ray Rears

Last Modified On: ~~49/2246/242~~
Original Date: 5/9/22

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\$0 - \$5,000	Exempt	Department Head or Elected Official or designee	Buyers' best judgement	No written contract required
Over \$5,000 - \$50,000	Informal procurement	Department Head or Elected Official	Minimum of two (2) written or verbal or verbal quotes	Written contract or purchase order or purchase order
Over \$50,000 - \$100,000	Formal procurement (RFP)	County Manager	Minimum of two (2) written or verbal or verbal quotes	Written contract
Over \$100,000	Formal procurement (RFP)	BoCC	Minimum of three (3) written quotes	Written contract

5.0 Procurement Requisition (PR)

~~5.1 Each specific procurement procedure that requires a formal procurement process or emergency procurement shall be initiated by procurement requisitions from the PO of the requesting department and should show detailed specifications and requirements for the item(s) being requested. The PR form, a copy of which is attached to this policy as Appendix A, allows the departments flexibility within the overall annual plans regarding specifications, exact quantities, delivery dates, etc. The PR form shall be approved by the Finance Department before the RFP process is initiated.~~

~~5.2 Some purchases supported by outside funds (i.e. grants) require conditions or restrictions be observed in the course of procurement pertaining to the project they fund. It is the responsibility of the PO to ensure that such requirements and restrictions are observed in the procurement of goods and services while remaining in compliance with the Gilpin County Procurement Policy. Grants subject to 2 CFR 200 shall ensure compliance with those requirements. Where there exist conflicts between 2 CFR 200 and this policy, federal requirements will take precedence.~~

~~5.3 All requisitions must be authorized in writing by the departmental director/ elected official or designee, who should ensure that the item(s) are within the budget, within procurement limits, or otherwise should seek authority as defined in Section 4.1.~~

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6.05.0 Controls on Procurement / Exemptions

5.1 The PO shall ensure that all item(s) and/or services subject to procurement are within budget as approved by the BoCC annually and that proper authorization has been received as per Section 4, Bidding Thresholds.

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5.2 Some purchases supported by outside funds (i.e. grants) require conditions or restrictions be observed in the course of procurement pertaining to the project they fund. It is the responsibility of the PO to ensure that such requirements and restrictions are observed in the procurement of goods and services while remaining in compliance with the Gilpin County Procurement Policy. Grants subject to 2 CFR 200 shall ensure compliance with those requirements. Where there exist conflicts between 2 CFR 200 and this policy, federal requirements will take precedence.

5.3 Exemptions. Procurement from solicitation of a proposal from only one source may be used only when one or more of the following apply:

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5.3.1 Sole source. Item is available only from a single source, due to distribution rights, intellectual property, or other exclusive rights, as determined by the County Manager.

5.3.2 Emergency purchases. Shall extend to contracts for goods or services where time is of the essence for the performance of the contract and the increased time to bid the contract would substantially impair the performance of the contract and/or result in an increased cost of performance and/or the loss of life or significant damage of property.

5.3.3 Awarding agency (grant funds) requires a predetermined awardee.

5.3.4 Competition is determined inadequate after the solicitation of a number of sources.

5.3.5 Purchases under \$5,000 small dollar purchase (See Section 4.1).

5.3.6 Professional services. Although a competitive process is preferred, services provided by those who possess a high degree of professional specialization such as accountants, public finance specialists, architects, engineers, and attorneys may be exempt from this policy.

5.3.7 Cooperative purchasing. Purchases made through cooperative purchasing agreement which combine the requirement of two more political entities to obtain the advantages of volume purchase, reduction in administrative expenses, or other public benefits.

5.3.8 Government purchases. Purchases from federal, state, or other local governments.

5.3.9 Employment. Employment agreements or employee services, including short-term contract employees (twelve months or less), as may be needed from time to time.

5.3.10 Purchases of water rights or interests in real property.

5.3.11 Purchases of real property (or real property interests of any nature). All real property purchases ~~should go through~~ shall be presented by the County Manager to the Board of County Commissioners (BoCC), excluding real or personal property under the care, custody, control, or supervision of the Board of Trustees of the Board of Trustees of the Gilpin County Library per C.R.S. 24-90-109 (1).

5.4 The Finance Office-Department shall assist the procurement officer PO in conducting periodic checks on procurement activities to ensure that they conform to the budget, ~~and any~~ the



specific funding source procurement requirements (i.e. grant requirements - if any), and the Gilpin County Procurement Policy.

~~56.53~~ Where it is in the County's best interests, the procurement of used goods is preferred.

~~6.4~~ Any contract or agreement entered into with a vendor for the delivery of goods or services shall not exceed a term of five (5) years, unless approved by the BoCC through resolution, and subject to non-appropriation as required by the Taxpayer's Bill of Rights Amendment (TABOR). For any contract or agreement in which the term begins outside of a calendar year cycle, the first year shall be prorated with renewal and payment occurring annually on a calendar year cycle thereafter.

~~56.65~~ It is the responsibility of the employee(s) who signs the purchase orders/serve(s) as the PM to verify that the following have been done, whether or not he, she, or they or she actually collect(s) the goods concerned:

- ~~56.65.1~~ That the delivery is inspected.
- ~~56.65.2~~ That the correct quantity of goods has been received.
- ~~56.65.3~~ That the quality of and price of goods is as agreed.
- ~~56.65.4~~ That the delivery of goods is accepted and signed for and all receipts, invoices, and related documents are forwarded to the Finance Office.
- ~~56.65.5~~ That all goods delivered have been secured and inventory records appropriately updated.
- ~~56.65.6~~ That all services, reports or required material have been supplied in a professional manner.

~~56.76~~ All vendors must be investigated through the General Services Administration's list of vendors on <https://sam.gov>. Purchase of goods or services may not be made from vendors listed as suspended or disbarred.

~~56.87~~ It is prohibited to divide a purchase into different phases or parts for the purpose of avoiding the application of bidding thresholds and procedures as outlined in Section 4.1 and Section ~~940.1~~. Purchases may be made in multiple phases or parts should it serve the interests of Gilpin County but only with approval from the County Manager or the BoCC.

~~56.98~~ Applications for credit may only be initiated by the County Manager, ~~or a departmental director~~. All applications for credit must be approved by the County Manager.

7.06.0 Request-for-proposal (RFP) requirements

~~67.1~~ All formal procurement requests shall be done through [an RFP process](#). RFPs shall include the following sections to ensure the highest quality proposals are received for review by the PO. A template and example RFP that meets the below requirements is attached to this policy as Appendix B. The PO shall be responsible for ensuring that the RFP properly satisfies these requirements:



- 67.1.1 An introduction that includes relevant information about Gilpin County, the specified need for the requested goods or services, and any funding being provided by outside organizations that will in whole or in part pay for the goods or services.
 - 67.1.2 A detailed description of the goods or services that are or may be requested, any measures of success or completion that are or may be utilized, and a statement or estimate of expected project completion.
 - 67.1.3 Submittal guidelines that include, but are not limited to, the need for clear and concise proposals, the need to meet all requirements set forth in the RFP, the need to properly explain if any requirement set forth in the RFP cannot be met, and the right of the County to waive, modify or negotiate a final price or any requirement set forth in the RFP.
- 67.2 In addition to the above requirements, each RFP shall include, but is not limited to, the following requirements from each submitting firm:
- 67.2.1 A Letter of transmittal that includes:
 - 67.2.1.1 The firm's name, address, and telephone number(s).
 - 67.2.1.2 The name, title, address, email address, and telephone number(s) of the primary contact person or persons who are authorized to represent the firm and to whom to direct correspondence.
 - 67.2.1.3 The taxpayer identification numbers of the firm.
 - 67.2.1.4 A brief statement detailing the firm's understanding of the services to be performed and a positive commitment to the provide the specified services.
 - 67.2.1.5 The signature of a corporate officer or other individual who is legally authorized to the bind the applicant to both its proposal and cost schedule.
 - 67.2.2 General vendor information that includes:
 - 67.2.2.1 The length of time the firm has been in business.
 - 67.2.2.2 The total number of clients the business actively works with.
 - 67.2.2.3 The total number of full-time personnel the firm employs.
 - 67.2.2.4 The location of the office which would serve Gilpin County if different from the firm's listed address.
 - 67.2.3 A technical proposal that includes:
 - 67.2.3.1 A statement detailing the firms understanding of the proposal, its requirements, and the project schedule in a narrative format.
 - 67.2.3.2 A statement that details the methodology the firm plans to utilize to fulfill the request's requirements and how it will serve to accomplish the work needed.
 - 67.2.3.3 A statement that details a management plan the firm plans to utilize to fulfill the request's requirements and how it will serve to accomplish the work needed.
 - 67.2.4 A report of the firm's experience and qualifications that includes:



~~2022~~ Policy & Procedure Manual

- [67.2.4.1](#) A detailed narrative of the firm's experience with a minimum of three (3) projects of similar size and scope within the past five (5) years.
- [67.2.4.2](#) A detailed narrative of the firm's personnel experience that includes a full roster of those individuals who will carry out the work required within the contract.
- [67.2.4.3](#) The contact information and project description of a minimum of three (3) current or former clients within the past five (5) years who may be contacted as references and will affirm the business' reputation for high quality work, responsibility, and efficiency.

[67.2.5](#) A financial proposal that includes:

- [67.2.5.1](#) All costs and charges for the proposed goods or services including any fees, training, implementation, or other costs.
- [67.2.5.2](#) An estimate of the hours required to fulfill the contract.
- [67.2.5.3](#) A cost schedule that details any service engagements necessary to meet the goals, if appropriate.
- [67.2.5.4](#) A fees schedule that includes hourly rates for the proposed billing of services on a per-employee basis.
- [67.2.5.5](#) A contingency percentage and cost.



8.07.0 Vendor Selection Criteria

78.1 The following weighted evaluation criteria shall be used to determine the best vendor for non-ICT related formal procurement:

Evaluation Criteria	Weight
Years in business / experience / history working with government	15%
Understanding of the project and / or services required	20%
Methodology / functionality / service or project plan	15%
Preference for local and state business	5%
Preference for minority and women owned businesses / labor surplus area firms	5%
Management plan / administration	10%
Total cost	30%
TOTAL	100%

These criteria may be modified to ensure Federal vendor selections requirements are met.

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7.2 The following weighted evaluation criteria shall be used to determine the best vendor for ICT related formal procurement:

Evaluation Criteria	Weight
<u>Years in business / experience / history working with government</u>	<u>15%</u>
<u>Understanding of the project and / or services required</u>	<u>15%</u>
<u>Methodology / functionality / service or project plan</u>	<u>15%</u>
<u>Preference for local and state business</u>	<u>5%</u>
<u>Preference for minority and women owned businesses / labor surplus area firms</u>	<u>5%</u>
<u>Accessibility features</u>	<u>5%</u>
<u>Management plan / administration</u>	<u>10%</u>
<u>Total cost</u>	<u>30%</u>
<u>TOTAL</u>	<u>100%</u>

These criteria may be modified to ensure Federal vendor selections requirements are met.

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7.3 All formal procurements must be evaluated by at least three (3) staff persons utilizing the evaluation form attached to this policy as Appendix C. The PO may or not be included as part of the ~~three evaluators~~ three. All evaluation forms shall be retained to accompany the procurement record.

7.43 Following evaluation, the PO shall collate the scores from each evaluating staff person and for each proposal received and record the results on the tabulation form, which is attached to this policy as Appendix D, and the award form, which is attached to this policy as Appendix E.

7.54 Following the award, the PO shall create a record of the procurement and provide the record to the Finance Department. The procurement record must include the following in order:

7.54.1 The award form.

~~7.4.2 The PR form.~~



- 7.54.23 The RFP released.
- 7.54.34 The tabulation form.
- 7.54.45 All evaluation forms.
- 7.54.56 Each proposal received.

9.08.0 Use of Dealers and Sole Suppliers

89.1 In the interest of ensuring quality, reliability, and timeliness, the PO may establish purchase agreements or contracts with main dealers of regularly purchased goods. Where possible and due to other factors, the PO will negotiate rates and discounts with the supplier or a method to determine price for invoice justification. These agreements and prices (net of discounts) should be reviewed annually to ensure they are competitive.



40.09.0 Emergency Purchases

940.1 The BoCC Emergency procurement policy is subject to the following procedures:

Procurement Range	Process	Approval Level of Authorization	Requirements	Other
\$0 - \$150,000 (per event)	Exempt	County Sheriff	Buyers' best judgement	Emergency No written contract required
\$0 - \$500,000 (per event)	Exempt	County Manager	Buyers' best judgement	Emergency No written contract required

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940.2 A full written report of the circumstances of each emergency purchase shall be made to the BoCC within ten (10) days of ~~the purchase~~ ~~an emergency authorization procurement~~. The report shall be received by the BoCC at a regular or special meeting and such report shall be open to public inspection.

940.3 In the case of fire, weather, or other emergency, the County Sheriff or, in the County Sheriff's absence, the County Undersheriff may make emergency purchases not to exceed \$150,000 total per event. Subsequent authorization may be given after a full written report of each event and justifiable cause of the purchase is accepted by the BoCC, during a public meeting. In no event shall the contract price exceed reasonable market prices.

940.4 An emergency purchase involves a condition which creates an immediate threat to health, safety, and welfare, or improved property, and it would be adversely affected if normal procurement procedures were followed. The County Manager or his / her designee shall have the authority to purchase the necessary items in the open market until the immediate threat phase has passed. Subsequent re-authorization or expansion of authority may be given after a full written report of each event and justifiable cause of the purchase is accepted by the BoCC during a public meeting.

41.010.0 Purchasing Methods

104.1 Purchases may be accomplished through Direct Invoice Payment, Petty Cash, Credit Cards, Employee Reimbursements, ACH, and Wire Transfers.

104.1.1 Direct Invoice Payment – the preferred method of payment.

104.1.2 Petty Cash – for purchases under \$50.00 and should be used only when direct invoice payment is untimely or impractical.



- 101.1.3 Gilpin County Credit Cards – purchases within the available credit limit. The Gilpin County credit card should be used only when direct invoice payment is untimely or impractical, due to issues outside the control of the County
- 101.1.4 Employee Reimbursements – reimbursements for business mileage, meals, etc. using the Gilpin County Expense Reimbursement Form. Use of personal credit card(s) for County business is discouraged.
- 101.1.5 ACH and Wire Transfers – possible only after consulting with the Treasurer and the Finance Director.

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12.011.0 Documentation of Purchases and Contract Requirements

112.1 For purchases under \$5,000, an invoice or receipt is sufficient for documentation purposes. For purchases over this amount, documentation must include an invoice or receipt and a formal contract or agreement approved in advance by the County Attorney's Office. All procurement documentation, including the procurement record as per Section 7.4, shall be retained for at least seven (7) years after expiration or termination of the agreement, as subject to the County's current Retention Policy.

12.2 All contracts agreed to by the County must include the following provisions:

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12.2.1 Affirmation by the contractor of equal employment opportunity.

12.2.2 Affirmation by the contractor of prohibition against the employment of non USA resident persons.

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12.2.3 Insurance coverage limits.

12.2.4 Administrative and legal remedies in the case of a dispute of the contract.

12.2.5 A termination date of the contract.

12.2.6 A clause for the termination of the agreement for cause and convenience.

112.23 Bonding requirements. For critical or complex actions or when required by law:

112.23.1 Bid Bonds. The bid bond requirement may be satisfied by receipt of a certified bank check or bid bond. The bid security is submitted as a guarantee that the bid will be maintained in full force and in effect for a period of thirty (30) calendar days after the opening of bids or as specified in the solicitation documents. If a vendor fails to provide a bid security with its bid, the bid shall be deemed non-responsive. The bid bond should be in an amount equal to at least 10% of the vendor's bid price.

112.23.2 Performance Bonds. A performance bond, satisfactory to Gilpin County, may be required for all contracts awarded in excess of \$50,000 and is required by law for construction contracts over that amount. The performance bond shall be in an amount equal to the price specified in the contract, or any other higher amount determined by the County to be in its best interest.

112.23.3 Payments Bonds. A payment bond for the protection of all persons supply labor and material to the contractor or its subcontractors may be required for all contracts in excess of \$50,000 and is required by law for construction contracts over that amount. The payment bond shall in in an amount equal to the price specified in the contract or a higher amount determined by the County to be in its best interest.



13.012.0 Conflict-of-Interest

123.1 See the Employee Handbook.

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Samuel Bower, Administrative Analyst, County Manager's Office
Date: April 30, 2024
Item: Resolution 24-81, Amending the Master Policy & Procedure Manual, P-17, Contract Management Policy
Requested Action: Resolution
Public Hearing: No

I. **REQUEST OR ISSUE:**

This resolution amends the Master Policy & Procedure Manual with the inclusion of P-17, Contract Management Policy. Staff identified the need to develop a formalized policy for contract management process. This policy delineates the process of contract review, sets out thresholds for contract execution, and provides provisions for storage, retention, and notice of term.

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

Approve the resolution.

III. **FISCAL IMPACTS:**

None.

IV. **LEGAL ISSUES:**

Yes. Affects contracts.

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-17, CONTRACT MANAGEMENT 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, it has been identified by County staff the need to develop a contract management policy; and

WHEREAS, this policy serves to outline the contract review and drafting process; and

WHEREAS, this policy sets out new thresholds for the execution of contracts by the BoCC, department directors, and the County Manager; and

WHEREAS, this policy sets out requirements for the recordkeeping and notices practices for contracts.

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 P-17, Contract Management Policy.

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 - 17
Document Name:	Contract Management Policy
Effective Date:	Pending
Document Status:	Pending
Authority:	Board of County Commissioners
Purpose:	To provide a clear and concise procedure relative to reviewing and/or drafting all Gilpin County Contracts and ensuring proper storage and noticing of executed Contracts.

1.0 Purpose of the Contract Management Policy

- 1.1 These regulations are aimed at streamlining the drafting and/or review process and handling of all County contracts. This policy will outline the process from the initial request to draft and/or review a contract through its storage after being fully executed. Additionally, this Policy will outline maximum term limits for all Contracts and proper noticing to appropriate Department Directors to ensure that no contract exceeds those maximum terms limits. Lastly, this policy will outline who has the authority to execute a contract and the formal process of gaining BoCC approval, and when that approval is required.

2.0 Scope

- 2.1 This policy applies to all Contracts for Gilpin County operations, including without limitation Contracts for goods and services, grants, leases, loans, intergovernmental agreements (IGAs), memorandums of understanding (MOUs), and any and all signed Agreements which dictates terms and conditions that would be applicable to Gilpin County, its employees, elected officials, and/or its agent(s) acting in their official and/or professional capacity.
- 2.2 This policy applies to all Gilpin County staff and elected officials.

3.0 Definitions

- 3.1 Gilpin County Contract or Contract. Any written Contract and/or Agreement that obligates Gilpin County and the other party(ies) to the contract to any Contract terms and conditions.
- 3.2 Maximum term limit. The maximum period for which a contract spans. Gilpin County's maximum term limit under this Policy is three (3) years. Any contract with a term longer than three (3) years will need to be formally approved by Board of County Commissioners (BoCC) or the County Manager. All Gilpin County Contracts must be placed out to bid at least every three (3) years. This is to ensure that Gilpin County receives and maintains the highest quality of desired goods and/or services at the best price possible. All contracts with a term in excess of one year should include standard language that allows for termination contract with sixty (60) days' notice prior to the end of that first year of the contract.
- 3.3 Not to exceed amount. The maximum amount that Gilpin County can be charged or charge to another party under a specific contract. Not to exceed amounts may be amended with a



written amendment signed and agreed to by all parties associated with that contract is the provisions of that contract support.

- 3.4 TABOR. The Taxpayer's Bill of Rights which is an amendment to the Colorado Constitution enacted by voters in 1992 that limits the amount of revenue governments in Colorado can retain and spend, including the state, counties, cities, schools, and special districts.

4.0 Submission of a Contract for Review

- 4.1 As indicated in Section 6.2 below all Gilpin County Contracts, no matter the value associated with it, must be reviewed and approved by the County Attorney's Office prior to execution. This also includes any purchase orders and/or amendments to any and all Gilpin County Contracts. It is the County Attorney's preference to draft a contract, if possible, to ensure that the necessary language is included in all contracts to ensure that the provisions adequately protect Gilpin County's interests. Additionally, there is no guarantee that using a third party's contract will expediate the legal review process, if changes need to be made negotiations will still be necessary.

- 4.2 Contracts for goods and services eligible for review must meet the following criteria:

- 4.2.1 Detailed scope of work and fee schedule
- 4.2.2 Detailed project schedule;
- 4.2.3 Not to Exceed Amount;
- 4.2.4 Required insurance coverages through an insurance company or companies rated A or better and licensed to do business in the State of Colorado. Additionally, the General Liability and Auto Liability policies must name the County, its officers, agents, and employees as additional insured. See Section 4.2.4.1 below for specific coverage amounts:

- 4.2.4.1 General Liability Insurance – Providing protection of \$1,000,000 per occurrence/\$2,000,000 annual aggregate against claims and liabilities for personal injury, death, or property damage arising from Contractor's activities;
- Professional Liability Insurance – Providing protection for at least \$2,000,000 per occurrence/annual aggregate against claims and liabilities of the contractor;
- Automobile Liability Insurance – Providing protection for at least \$1,000,000 combined single limit; and
- Workers Compensation Insurance – In accordance with the provisions of the laws of the State of Colorado.

- 4.2.5 A Colorado Governmental immunity clause;
- 4.2.6 TABOR Non-appropriation clause; and

- 4.3 Some exceptions may be made to use a Contractor's contract for goods and services even if the criteria in Section 4.2 are not met. Exceptions may only be made if approved by County Attorney



- 4.4 All other contracts such as MOUs, IGAs, lease agreements, grant agreements, and loan agreements can be submitted for review without the criteria listed in Section 4.2.
- 4.5 If a contract for goods and services provided by a contractor does not fit the criteria set forth in above Section 4.2 above and no exception has been made pursuant to Section 4.3 above, a contract must be drafted by the County Attorney’s Office. Any and all contracts for goods and services funded in full or in part by a grant must have a contract drafted by the County Attorney’s Office no matter the value associated with the contract. This is to ensure that contractor is obligated to adhere to the mandatory reporting requirements associated with the specific grant.

5.0 Process of Drafting a Contract

- 5.1 Should a project or situation arise where a Contract needs to be drafted, notify the County Attorney’s Office immediately. It can take up to four (4) weeks for the County Attorney’s Office to draft a Contract due to the negotiations with the other party to solidify the terms and conditions of the agreement.
- 5.2 Gilpin County reserves the right to request the other contracting party provide the County with a copy of their contract for the County’s information, consideration, and potential use of that contract and its terms in whole or in part. The County has, however, no obligation to use the other party’s contract or any of its terms.
- 5.3 When submitting a request to the County Attorney’s Office to draft a contract, the requesting County department is required to include the following documentation and information:
 - 5.3.1 Copy of Gilpin County’s RFP associated with project and Contractor’s response to Gilpin County’s RFP and/or Contractor’s project proposal;
 - 5.3.2 Signed grant agreement if any project is to be funded, in full or in part, by a grant;
 - 5.3.3 Detailed project schedule if one is not included in Contractor’s proposal;
 - 5.3.4 Contact information for other party/parties involved in contract for negotiating terms;
 - 5.3.5 Date the Contract affiliated Resolution will be presented to the BoCC, if applicable; and
 - 5.3.6 Copy of affiliated Resolution once it’s been executed, if applicable.

6.0 Contract Requirements and Execution Thresholds

- 6.1 The BoCC’s Contract Management Policy is subject to the following thresholds and procedures as it relates to any contracts for goods and services:

Contract Not to Exceed Amount	Process of Approval of Contract	Approval Level for Execution of Contract	Requirements
\$0 - \$5,000	No resolution needed – does not need to go	Department Head or Elected Official or	No written contract required – but if other



	before BoCC	designee	party requires a contract, it must be reviewed and approved by County Attorney's Office
Over \$5,000 - \$10,000	No resolution needed – does not need to go before BoCC - County Attorney's Office must review and approve	Department Head or Elected Official	Written contract or purchase order
Over \$10,000 - \$100,000	Resolution preferred – BoCC approval not required but recommended - County Attorney's Office must review and approve	County Manager	Written contract
Over \$100,000	Resolution required – BoCC approval required - County Attorney's Office must review and approve	BoCC or County Manager designated via Resolution	Written contract

6.2 Any and all written contracts and/or purchase orders no matter the amount, must be reviewed and approved by the County Attorney's Office prior to execution.

7.0 Authority to Execute Contract via Resolution

7.1 Pursuant to Section 6 of this Policy, any Contract for goods and services that requires Gilpin County pay more than one hundred thousand dollars (\$100,000.00), one time, or annually, must be presented to the BoCC via a resolution. Also, any other contract such as IGAs, MOUs, lease agreements, grant agreements, and/or loan agreements must be presented to the BoCC via resolution, regardless of the Contract amount, if any, to be paid by Gilpin County.

7.2 If the Contract amount is below the one hundred-thousand-dollar (\$100,000.00) threshold as indicated above in Section 6, but above the ten-thousand-dollar (\$10,000.00) threshold, no resolution is required but is preferred. Any resolutions associated with this threshold should indicate that the County Manager has authority to sign on behalf of Gilpin County and Board of County Commissioners.

7.3 Ideally, the resolution submitted to the BoCC for consideration should include the finalized contract as an exhibit to said resolution. In the event it is not possible to include the finalized contract because the contract has not been finalized as of the day of the BoCC meeting, the following language, in some variation, should be included in the resolution, typically under the "now therefore be it resolved" section of the resolution:



- 7.3.1 “Furthermore, the Board hereby authorized the County Manager to execute the [contract title] with [other party] with consultation by the County Attorney on behalf of the Gilpin County Board of County Commissioners.”

8.0 Contract Storage, Retention, and Notice of Term

- 8.1 Once a Gilpin County Contract has been executed by all parties, a copy should be maintained by the Department Director directly associated with said contract, while copies are circulated to the County Attorney’s Office and the Deputy Clerk to the Board of County Commissioners.
- 8.2 The Deputy Clerk to the Board of County Commissioners and the County Attorney’s Office will keep all Contract records for a minimum of three (3) years after the term of the Contract expires.
- 8.3 The County Attorney’s Office will notify the appropriate Department Director(s) associated with any given contract when the following circumstance(s) arise:
- 8.3.1 Four (4) months prior to a contract termination date.
- 8.3.1.1 This allows ample time for the Department Director to prepare an RFP to be posted prior to the termination of an agreement or decide if they would like to renew for an additional one (1) year term, if applicable. As stated in Section 3.3 above every Gilpin County contract must be placed out to bid at least every three (3) years.
- 8.3.1.2 All Department Directors should be tracking their own department’s contract terms to ensure they have enough time to post an RFP for continued goods and/or services prior to the termination of a current contract.
- 8.3.2 One (1) month prior to when notice must be sent to the other party to ensure non-renewal of an auto renewing contract.
- 8.3.2.1 This allows ample time for the Department Director to prepare an RFP to be posted prior to the termination of an agreement as most agreements require notice of non-renewal at least ninety (90) to one hundred and eighty-two (182) days prior to the end of the current and/or initial term.
- 8.4 If a Department Director fails to provide a fully executed copy of a contract to the County Attorney’s Office, then the County Attorney’s Office will not be able to adequately send notice to the Department Director in the instances itemized in Section 8.3.
- 8.5 If a Department Director is aware that they wish to terminate a contract, at whatever point during the current contract, they should send notice to the County Attorney’s Office to ensure the contract is terminated at the appropriate time. No notice is ever too early.

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Jamie Boyle, Grant Writer & Manager, County Manager's Office
Date: April 30, 2024
Item: Resolution 24-79, Amending the Master Policy & Procedure Manual, P-7, Grant Management Policy
Requested Action: Resolution
Public Hearing: No

I. **REQUEST OR ISSUE:**

This resolution amends the Master Policy & Procedure Manual policy P-7, the Grant Management Policy Appendix A, the Grant Management Handbook. Specifically, the purpose of this Policy and Handbook is to provide meaningful oversight and strategic coordination for grant activities organization-wide, as well as to provide guidance for County staff and elected officials that have a need or interest in grant funding. Further, the aim of the processes defined in the Policy and Handbook is to increase transparency and accountability pertaining to the County's grant activities without placing undue administrative burden on staff.

At a public work session on April 16, 2024, several new draft policies were presented to the BoCC for consideration, including a Contract Management Policy. Staff received direction from the BoCC to review the Grant Management Policy and Handbook and to propose revisions that would make it congruent with the Contract Management Policy, should it be approved.

The revisions being proposed to this end would change some of the financial thresholds, conditions, and approval workflows that determine which grant applications require BoCC approval prior to submittal. They would also eliminate or make elective, rather than required, certain processes that have been identified as unnecessarily burdensome or irrelevant in light of the proposed changes, such as the grant Activity Update & Request Form, the Roles & Responsibilities Map, and the Grant Pre-Application Assessment.

The end result is a more approachable grant application approval workflow that is easier to understand and follow, with supporting processes that reduce administrative burden while still meeting the objectives of the Grant Management Policy and Handbook.

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

Approve the Resolution to revise the Grant Management Policy and Handbook.

III. **FISCAL IMPACTS:**

None.

IV. **LEGAL ISSUES:**

None.

V. **ENVIRONMENTAL IMPACTS:**

None.

VI. **ALTERNATIVES:**

Deny, table, or modify the Resolution

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

**AMENDING THE MASTER POLICY & PROCEDURE MANUAL,
P-7, GRANT MANAGEMENT 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 intent of the grant management policy and handbook are to increase transparency and accountability pertaining to the County’s grant activities without placing undue administrative burden on staff; and

WHEREAS, staff received direction from the BoCC to make the Grant Management Policy more congruent with the proposed Contract Management Policy at a public work session on April 16, 2024; and

WHEREAS, these revisions have resulted in new approval workflows and greater financial thresholds that determine when grant applications must be approved by the BoCC via Resolution prior to submittal; and

WHEREAS, certain processes and concepts in the Grant Management Handbook have been identified as unnecessarily burdensome to meet the intent of the Grant Management Policy and/or made irrelevant through the approval of these revisions, such as the Grant Activity Update & Request Form, the Roles & Responsibilities Map, and the Grant Pre-Application Assessment.

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 updated P-7, Grant Management Policy and Grant Management Handbook as Appendix A.

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



Document Number:	P - 7
Document Name:	Grant Management Policy
Effective Date:	August 22, 2023
Document Status:	Approved
Authority:	County Manager
Purpose:	To ensure effective and compliant grant management is practiced throughout the organization.

1.0 Purpose of the Grant Management Policy

1.1 The purpose of the Grant Management Policy & Handbook is to develop and implement meaningful oversight and strategic coordination for grant activities, as well as to provide guidance for County staff and elected officials that have a need or interest in grant funding. This document establishes protocols for the pursuit of grant funding and the management of those awards. The aims of this centralized approach to grant management include:

- 1.1.1 Increasing transparency and accountability in grant management;
- 1.1.2 Ensuring compliance with grant requirements, and any relevant statutes or regulations;
- 1.1.3 Responsibly maximizing grant-related revenue, return on investment, and impact of programs and services funded through grants;
- 1.1.4 Effectively focusing limited County resources on grant activities that support established County goals and objectives over projects or activities not previously identified.

2.0 Scope

2.2 The grant administration policies and procedures contained within this Grant Management Policy and Handbook (See Exhibit A: Gilpin County Grant Management Handbook) apply to all grants pursued by County personnel and awarded to any Gilpin County department or office, and they define the roles and responsibilities of County employees pertaining to the full lifecycle management of external funding and compliance with prescribed grant and County requirements. A grant is defined as assistance awarded to the County from an external entity to carry out a public purpose of support or stimulation, or when specifically identified by the awarding agency as a “Grant” at the time of award. This includes non-financial awards (i.e., goods or services) that utilize, commit, or obligate County funds, such as real property, human resources, or depreciable assets.

3.0 Grant Management Handbook

3.1 The Gilpin County Grant Management Handbook, as presented in Appendix A of this document, serves as the authoritative guide delineating Gilpin County's centralized strategy for grant management. This comprehensive resource encapsulates the County's systematic framework for overseeing grants and details the requisite protocols and methodologies to be adhered to by County personnel engaged in grant-related activities on behalf of the organization. All County personnel working with grants are hereby directed to meticulously observe and

Last Modified By:	Jamie Boyle	Last Modified On:	8/15/23
Document Owner:	Ray Rears	Original Date:	7/17/23



Policy & Procedure Manual

implement the guidelines delineated within the Gilpin County Grant Management Handbook, ensuring a consistent and proficient approach to grant acquisition and administration in alignment with the County's objectives and regulatory obligations.

3.2 The Grant Management Handbook is attached as Appendix A to this document.

Last Modified By: Jamie Boyle
Document Owner: Ray Rears

Last Modified On: 8/15/23
Original Date: 7/17/23

GRANT MANAGEMENT HANDBOOK



Gilpin County
County Manager's Office

Adopted August 22, 2023

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INTRODUCTION

Grant funds received by Gilpin County support important projects, programs, capital improvements, and services for the community. These funds allow the Board of County Commissioners (BoCC), exercising the powers of the County as a body politic and corporate, to extend pre-existing services and obtain funds for new projects or needed goods and services. [C.R.S. 30-11-103]

Grants are an exceptional funding source for County projects; however, such funding comes with responsibilities to manage the grant award properly. Failure to comply with grant regulations could potentially result in fines, penalties, award denial, and loss of goodwill.

The County has developed and adopted this Grant Management Handbook, guided by industry best practices, in order to ensure responsible stewardship of taxpayer and grant-funded dollars. Adherence to the internal controls detailed herein will result in efficiencies, transparency, greater accountability, a strategic approach to funding opportunities, and will generally place the County in a more competitive position for securing grant funds.

Purpose

The purpose of the Grant Management Handbook is to develop and implement meaningful oversight and strategic coordination for grant activities, as well as to provide guidance for County staff and elected officials that have a need or interest in grant funding. This document establishes protocols for the pursuit of grant funding and the management of those awards. The aims of this centralized approach to grant management include:

- A) Increasing transparency and accountability in grant management;
- B) Ensuring compliance with grant requirements, and any relevant statutes or regulations;
- C) Responsibly maximizing grant-related revenue, return on investment, and impact of programs and services funded through grants;
- D) Effectively focusing limited County resources on grant activities that support established County goals and objectives over projects or activities not previously identified.

Grant Administration and Oversight Requirements

The County acknowledges its responsibility for oversight of the operations of State and Federal grants. The County monitors grant activities through a variety of means to assure compliance with applicable Federal requirements and to ensure that performance expectations are achieved. The County fully participates in the reporting, auditing, and monitoring requirements for each grant. Oversight includes referencing the grant agreement and vendor contracts to ensure work is completed as agreed in the contract, comparing actual accomplishments to the project objectives, meeting contract provisions, reviewing invoices as compared to proposed work, and submitting reimbursement requests which are carefully reviewed by the granting source. [2CFR 200.328]

Special Funding Conditions

Special funding conditions are supplemental to a standard grant contract or program. Special funding conditions could relate to additional Federal or State laws that are unique to the project, action that must occur prior to funding, or any attention the grantor feels is in the best interest of the program. These special funding conditions will be fully disclosed in the original executed contract. The County is responsible for satisfying any and all conditions of an executed grant contract.

Legislative and Regulatory Conditions

While not considered a “Special Funding Condition”, there are legislative and regulatory conditions attached to grants that could require monitoring, reporting, or action. These Federal or State funding conditions should be considered when making an application and in managing the subsequent award, understanding the requirements and the method for adherence to them. The County will adhere to and comply with any such policies applicable to an accepted grant award, including but not limited to:

- Affirmative Action Plan Program in compliance with Presidents Order 11246 of September 24, 1966, as amended
- Age Discrimination Act of 1975 – 42 U.S.C. § 6101 *et seq.*
- Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101 *et seq.*
- Title VI of the Civil Rights Act of 1964 – 42 U.S.C. § 2000 *et seq.*
- Title VII of the Civil Rights Acts of 1968 – 42 U.S.C. § 3601 *et seq.*
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act)
- Drug Free Workplace Act of 1988 – 41 U.S.C. § 701 *et seq.*
- Protection for Whistleblowers – 41 U.S.C. § 4712
- Davis-Bacon Act of 1931 – 40 U.S.C. § 3141-3148
- Immigration and Nationality Act (INA) – 8 U.S.C. § 1324a (e) [§ 274A(e)]
- Lobbying provisions – 31 U.S.C. § 1352
- Equal Opportunity Employment – 41 CFR § 60.1.4(b)
- Copeland Anti-Kickback Act – 18 U.S.C. § 874
- Section 3 Act of 1968, as amended
- Federal Age Discrimination Act of 1975
- Section 519 of P.L. 101-144 of the Department of Veterans Affairs and Housing and Urban Development and Independent Agencies Appropriations Act, 1990
- Section 906 of P.L. 101-625 of the Cranston-Gonzalez National Affordable Housing Act, 1990

Refer to APPENDIX II – Federal Funding for more information and requirements related to federal funding.

Support and Control

Pursuant to Title 30 of the Colorado Revised Statutes, the BoCC is responsible for all budgetary obligations or revenue received. [C.R.S. 30-11-103] This includes changes in staffing levels or the acquisition of any property that requires ongoing maintenance, servicing, ownership/operating costs, or any other such activities that obligate or commit County funds.

Project Managers and their associated departments or offices are ultimately responsible for the successful implementation of grant-funded projects, as well as compliance with all applicable Gilpin County, grantor agency, State, and Federal policies and provisions.

Grant management staff shall be informed of and/or consulted on all grant activities, particularly application submittal and award acceptance, so that they may determine the appropriate internal review and/or approval procedures as well as identify areas where their support may be needed on the project. Finally, this allows grant management staff to ensure that all grant activities are being monitored and reported to the BoCC.

Authority

Pursuant to the Colorado Revised Statutes, the BoCC, exercising the powers of the County as a body politic and corporate, is empowered and responsible for ensuring that grant funds are administered according to Federal and State laws and regulations, issuing entity guidelines, and Gilpin County policy.

Governance of grant awards are disclosed in the Federal, State and County laws and policies listed below. This list and the Grants Management Handbook are not intended to be an exhaustive list of all processes and procedures, rules, regulations, or laws relating to the management of grant funds. Each award should be examined for additional governance within the department, office, agency, or program issue.

County

- Gilpin County Annual Budget
- Gilpin County Strategic Plan
- BoCC Strategic Priorities and Measurable Milestone Goals (SP's & MMG's)
- Gilpin County Employee Handbook
- Gilpin County Policies and Procedures
- Other County goals, strategic priorities, or plans or as identified by the BoCC

State

- Colorado Revised Statutes Title 30. Government County § 30-11-101. Powers of counties
- Colorado Revised Statutes Title 30. Government County § 30-11-103. Commissioners to exercise powers of county.

Federal

- Federal Grant and Cooperative Agreement Act of 1977, as incorporated in Title 31 § 6304 of the US Code
- Office of Management and Budget (OMB), 2 Code of Federal Regulations (CFR) Part 200, et al. –Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Equal Employment Opportunity Program and Policy Against Discrimination, Harassment and Retaliation
- Title VI and Nondiscrimination Plan
- Section 3 of the Housing and Community Development Act of 1968, as amended
- Americans with Disabilities Act of 1990 (ADA)
- Section 519 of P.L. 101-144 of the Dept. of Veterans Affairs and Housing Urban Development and Independent Agencies Appropriations Act, 1990 and Section 906 of P.L. 101-625, the Cranston-Gonzales National Affordable Housing Act, 1990
- A primary reference document for management of federal funds is Office of Management and Budget (OMB) 2 Code of Federal Regulations (CFR) Chapter I, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- An additional reference relevant to federal awards and government operations in general is the Standards for Internal Control in the Federal Government (GAO-14-704G – “Green Book”)

Updates and Revisions

This document contains references to Federal, State and County policies and by its nature may be revised over time as regulations change, new tools emerge, new processes are designed, and risks change. These guidelines may be changed as required by applicable law and regulations, in a timely fashion by staff. Staff shall then present any proposed material revisions, updates or changes to the BoCC for ratification.

GRANT MANAGEMENT PROCEDURES

All County staff members or elected officials in positions of responsibility with respect to grant activity have specific roles and responsibilities that are to be executed ethically and in the best interests of the County.

The grant administration procedures contained herein apply to grants pursued by County personnel and awarded to any Gilpin County department or office, and they define the roles and responsibilities of County employees pertaining to the management of external funding and compliance with prescribed grant and County requirements, including:

- A) Grant Identification, Application & Tracking
- B) Grant Award Notification, Review & Acceptance
- C) Grant Monitoring, Accounting & Reporting
- D) Grant Close-Out & Post-Close

A) Grant Identification, Application & Tracking

The County takes a centralized approach to the grant seeking and application process to enhance the County's ability to coordinate grant activity on an organization-wide basis and to provide an overview of department level needs that could be met through grant funding.

There are typically many more grant opportunities available than the County has the capacity to apply for and/or manage effectively if awarded. In order to coordinate the County's grant activities with capacity and long-term goals in mind, BoCC-identified needs and priorities are the primary factors in determining which grant programs would be in the County's best interest to apply for.

I. Grant Applications are Need and Priority-Driven

Grant applications shall meet the established County goals and objectives. Pursuit of a project or activity not previously identified by the BoCC is strongly discouraged, particularly if such project or activity would result in any new financial commitments or increased use of staff time. A project manager may request BoCC approval to submit grant applications for projects outside of the County's identified priorities, but it is the policy of Gilpin County to strategically direct its resources toward those endeavors that support its established goals and objectives.

To this end, grant management staff is responsible for the following:

- A) Following the adoption of the annual budget, conducting an assessment with the BoCC to identify the County's highest priority needs and projects for grant activities each year; and
- B) Making the County's established grant priorities available and accessible across the organization and to the public; and
- C) Communicating important opportunities and deadlines associated with these priorities to key stakeholders; and
- D) Maintaining a broad view of objectives and initiatives across County departments and providing strategic guidance on aligning departmental grant activities with BoCC priorities and funding opportunities;
- E) Providing subject matter expertise on grant program trends, patterns, requirements, best practices, etc., particularly as they relate to the County's needs and priorities; and
- F) Supporting project managers and departments with grant activities that align with the County's priorities, particularly in securing grant funds; and

- G) When appropriate, making strategic recommendations to the County Manager for approval by the BoCC on shifting or modifying grant proposals, activities, and/or purposes in order to best take advantage of timely opportunities maximize return on investment;
- H) Tracking, monitoring, and analyzing data related to grant activities, and reporting findings and results to the County Manager; and

To this end, a project manager is responsible for:

- A) Before applying to a grant program, becoming familiar with the BoCC grant priorities for the year and ensuring that the need or work to be performed supports those; and
- B) Each year, providing a broad overview of major departmental objectives and initiatives to grant management staff; and
- C) During the annual budgeting process, making a good faith effort to forecast departmental need for grant expenses, such as matching requirements, and incorporating those costs into budget requests; and
- D) Prior to submitting an application to a grant program, understanding the requirements and obligations involved with applying for and managing the award, and ensuring that there will be sufficient capacity to manage it effectively; and
- E) At all times, providing timely updates on all grant activities to grant management staff; and
- F) Managing the project or work for which the grant award is intended.

II. Grant Activities are Centrally Managed and Tracked

Grant management staff is responsible for maintaining a master list of all active grant agreements and pending grant applications. Grant management staff shall also maintain a list of upcoming funding opportunities related to the County's identified needs and priorities. All of these lists shall be accessible by department directors and elected officials, and County personnel involved with grants, to keep all internal stakeholders informed of County-wide grant activities on an ongoing basis.

The purpose of these lists is to improve coordination, enhance oversight, and provide a snapshot of the current County-wide grant management needs. County-wide grant activity is tracked in the following categories:

- A) On the Radar
 - Funding programs and categories that align with County priorities, as determined by the BoCC
- B) In the Works
 - County projects that have been paired with appropriate funding opportunities, with proposals / applications being developed or those pending award determination
 - Active grant agreements and deadlines
 - Running lists of applications submitted and closed grant agreements
- C) On the Shelf
 - Grant projects that were cancelled or paused; grant applications that were denied – Can be "pulled off the shelf" for future iterations/attempts/plans

III. Grant Teams, Roles and Responsibilities Are Identified Early On

The process of creating a grant project team and defining roles fosters collaboration in grant development. Since the grant proposal is in essence a workplan for the project, grant team roles and responsibilities are unique to each grant program, funding opportunity, or application cycle. When defining roles and responsibilities of each individual on the grant project team, factors such as their capacity, expertise, interest, skill, and connection with the project should be taken into account.

It is up to the individuals involved in the project plan and grant proposal development processes, led by the project manager, to determine and agree to appropriate roles and responsibilities. The assignments shall be documented via the form designated for this purpose, the Grant Management Roles & Responsibilities Map, and maintained in the grant file. *Refer to APPENDIX I – Resources for Project Managers, Section D for an example.*

IV. Grant Requirements & Obligations Are Understood Before Applying

When applying for grant funding, it is important to read and understand all available grant guidance or materials thoroughly. Grant application guidelines identify what to include in the respective grant proposal and often what obligations will come along with the awarded funding. It is critical to understand the grantor's requirements, both for the application process and for grant administration. Grant guidelines typically identify:

- Submission deadlines
- Grantee eligibility
- Funding goals, priorities, and ceilings
- Proposal format: forms to use, page limitations, page margins, line spacing, etc.
- Budgets and budget justification narrative
- Proposal evaluation process, criteria, and timetables
- Point(s) of contact
- Allowable supplemental materials such as Letters of Support
- Any and all other submission requirements

V. Projects are Matched with Appropriate Grant Programs

There may be projects that would be appropriate for several different grant programs. In this case, at the project manager's request, grant management staff shall prepare a Funding Opportunity Assessment report to facilitate with determining which is the appropriate grant program to apply for. *See example "Co-Responder Program Funding Opportunities" in APPENDIX I – Resources for Project Managers, Section F.*

VI. Sufficient Time Is Budgeted for Application Package Development

The time needed to prepare a grant application package will vary greatly between grant agencies and specific programs. Some applications may be a one-page document that takes a few minutes to complete, while others may require weeks of preparation in order to provide feasibility studies, technical drawing, bids/quotes, or other time-consuming elements. When preparing a grant application, it is necessary to be mindful of a timeline that may include:

- A) Public Hearings or Community Engagement Meetings
 - Many grant applications include requirements for public hearings. In such instances, advance planning is required to allow for notification of a public hearing, scheduling of the public hearing, coordination with external entities' meeting schedules, and adequate time for preparation of minutes. Staff should reference the Board of County Commissioners Agenda Policy (P-3) for the requirements of agenda items to be submitted before the BoCC for approval.
- B) Coordination with other stakeholders
 - Depending on the nature of the grant, coordination with other Gilpin County departments/offices or third-parties may be necessary, such as:
 - Drawings or surveys
 - Cost estimates, quotes, or bids
 - Budgetary information or decisions from Finance or the BoCC
 - GIS or other technical information

- Contract review by the County Attorney
- C) Pre-application deadlines
 - Some grants require approval of a pre-application, or completion of pre-requisite actions prior to applying, such as public notices or participation in a regional partnership
 - Some grants require that letters of intent be submitted prior to grant applications
- D) Final application deadlines
 - Consider specific delivery or receipt language such as post mark or delivery deadlines
 - Some grants require online submittal of application forms. Allow sufficient time in case there are system difficulties inputting or submitting the forms

It is important for project managers to maintain realistic expectations of time that can be committed to the application process by themselves and by other project stakeholders, including grant management staff. There may be cases where staff time must be divided between projects, due to concurrent efforts, close deadlines, etc. When needed, grant management staff shall budget their work time so that priority areas identified by the BoCC take precedence.

Grant management staff requires at least 30 days advance notice for requests to fill the Grant Writer role. Exceptions may be made, at the discretion of grant management staff and the County Manager.

VII. Grant Applications Follow Internal Review & Approval Processes

Applications must be reported to grant management staff prior to submission ~~via the Grant Activity Update & Request Form~~ so that the appropriate review and/or approval procedure may be determined, and so that the grant information can be entered into the Master Grant List.

Grant management staff is responsible for confirming the grant is recorded on the pending list, and reviewing for accuracy, document quality, and duplication with other grants, as needed. Grant management staff shall also determine the appropriate approval workflow for the grant application and inform the project manager of next steps.

Grant Application Approval Workflow

Some grant applications require BoCC approval prior to submittal, while others may be approved by the County Manager or a Department Head, depending on which approval process must be followed. There are several factors taken into consideration when determining the appropriate approval workflow, such as match requirements of the grant program, ~~whether funds at funds, if any,~~ have already been budgeted for a specific project, ongoing financial obligations that may be generated by the project, ~~thresholds set forth in the County's Contract Policy,~~ etc. Note: Any of the following conditions will always trigger the requirement for BoCC approval to apply:

- The grant application requires BoCC official action or signature in order to be submitted;
- The grant would create a change in staffing;
- The grant would create a multi-year financial obligation or commitment;
- The grant would require a local financial match that has not already been allocated for this purpose in the County's annual budget;
- The grant would require a local in-kind match that would account for more than 10% of an employee's workload, (i.e., 200 hours or more per year for a full-time employee),

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Refer to Figure 1 on page 14, the Grant Application Approval Workflow, for more information.

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When BoCC approval to apply is required, the project manager or designee shall present the proposed grant project to the BoCC at a public meeting. Pursuant to the Gilpin County Board of County Commissioners Agenda Policy, P-3 (Reso. 23-10), the project manager is responsible for the preparation of a BoCC agenda item, which shall include a fiscal impact statement if the grant has a local cost share or ongoing costs/fees to the County, as well as a Resolution. The agenda item should be accompanied by any appropriate documentation, such as:

- Information pertaining to the grant program's purpose or specific requirements (i.e., public noticing)
- Any bids, quotes, or budgets to be submitted with the application
- A completed application, if available

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One of the primary factors in determining the approval requirements is the New County Commitment (NCC), which is the financial commitment that the County would assume, if awarded the grant, less any amount already allocated for this purpose in the annual budget. The term "financial commitment" extends to any grant activities that would generate indirect and/or long-term financial obligations, such as the creation of a new staff position, the acquisition of real property, or the purchase of machinery with lifetime maintenance requirements.

For example, if the annual budget allocates a sum of \$10,000 for Historic Preservation grant matching, and the Community Development Director is seeking approval to apply for a grant with a \$10,000 match requirement, the New County Commitment amount would be \$0. If the match requirement were \$15,000, the New County Commitment amount would be \$5,000 (\$15,000 required, less \$10,000 already allocated). The New County Commitment Example Table below provides examples that illustrate how to calculate the NCC.

Table 1, New County Commitment Example Table-

Match Requirement	Amount Budgeted for this Purpose	Additional Financial Obligations	New County Commitment (NCC = Total Financial Obligation - Budgeted Amount)
\$0	\$0	None, \$0 <i>(Assuming no increase in staffing is involved)</i>	\$0 (\$0 - \$0 + \$0)
\$0	\$0	1 staff position with salary and benefits, \$80,000 estimated annual cost <i>(Assuming no increase in staffing is involved)</i>	\$80,000 (\$0 - \$0 + \$80,000)

\$0	\$0	1 vehicle with ownership / maintenance requirements, \$2,000 estimated annual cost <i>(Assuming no increase in staffing is involved)</i>	\$2,000 (\$0 - \$0 + \$2,000)
\$10,000	\$10,000	None, \$0 <i>(Assuming no increase in staffing is involved)</i>	\$0 (\$10,000 - \$10,000 + \$0)
\$15,000	\$10,000	None, \$0 <i>(Assuming no increase in staffing is involved)</i>	\$5,000 (\$15,000 - \$10,000 + \$0)
\$15,000	\$10,000	1 real property acquisition, \$20,000 estimated annual cost <i>(Assuming no increase in staffing is involved)</i>	\$25,000 (\$15,000 - \$10,000 + \$20,000)

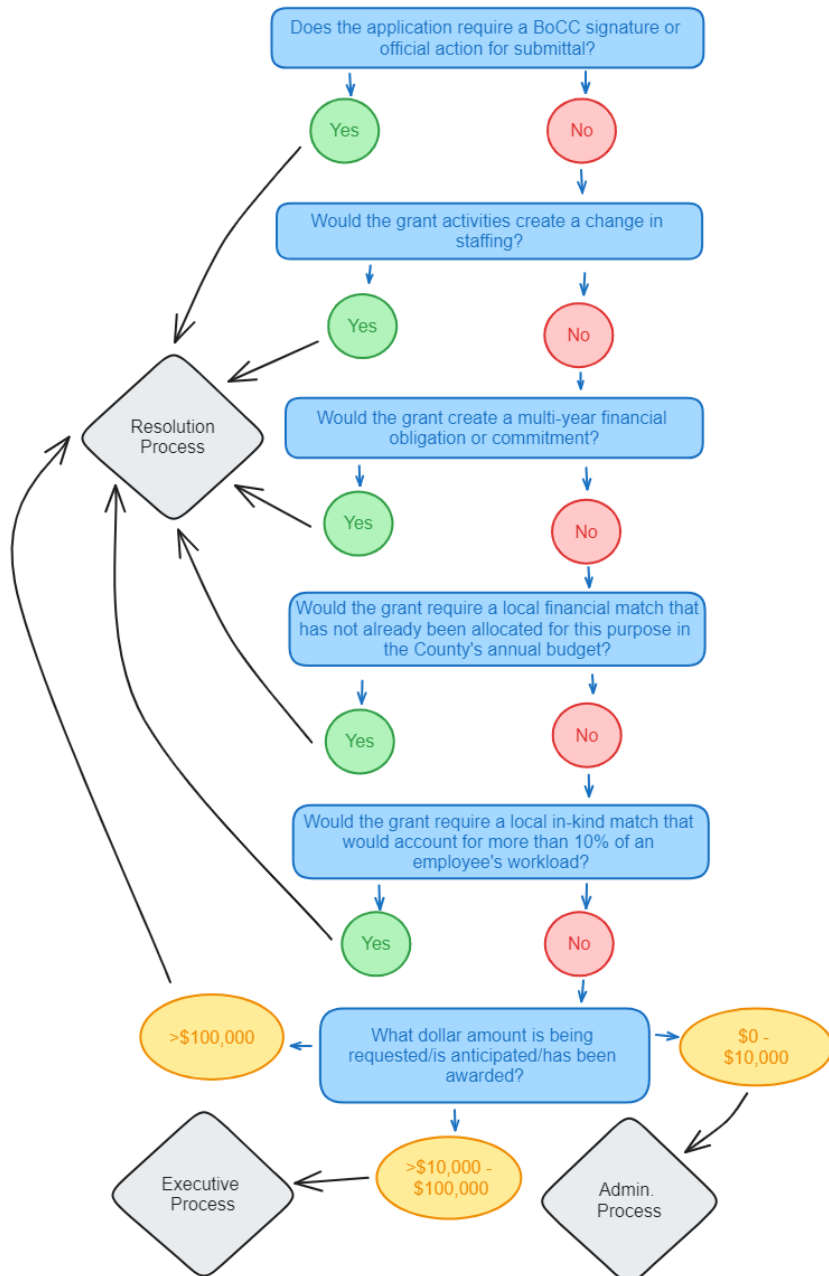
Table 12, Grant Application Approval Requirements Table:

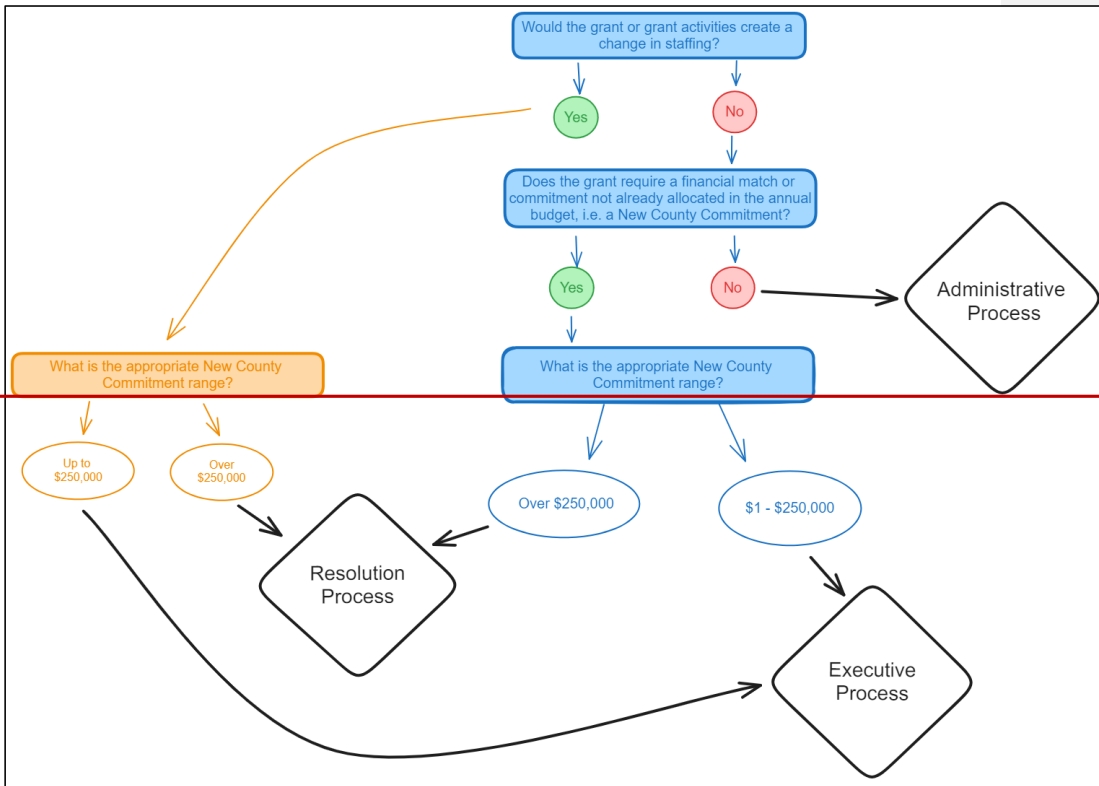
New County Commitment Grant Award Anticipated / Requested / Received	Process	Approval Level of Authorization	Application Requirements	Procedures
\$0 - \$10,000	Administrative	Department Head or Elected Official (or their designee)	Notify Grant Management Staff before submittal	Provide documents & records for Grant File; <i>Exempt from Pre-Application Assessment</i>

<p>Over \$1- \$2510,000 - <u>\$100,000</u></p>	<p>Executive</p>	<p>County Manager</p>	<p>Obtain approval to apply from County Manager (acting on BoCC direction) <u>via grant management staff</u> before submittal; Resolution not required; BoCC ratification via Consent Agenda at a Regular or Special Meeting soon after submittal</p>	<p>Provide documents & records for Grant File; Pre-Application Assessment required; Written confirmation from County Manager or grant management staff prior to submittal Staff Report <u>Grant management staff to prepare summary for inclusion on to BoCC for Ratification, Consent Agenda</u></p>
<p><u>Over</u> >\$100,000 250,000</p>	<p>Resolution</p>	<p>BoCC</p>	<p>Obtain BoCC approval via Resolution at a Regular or Special Meeting before submittal</p>	<p>Provide documents & records for Grant File; Pre-Application Assessment required; BoCC direction to apply obtained at public meeting (including work sessions); Staff Report & Resolution to BoCC for Approval</p>

Figure 1, Grant Application Approval Workflow

Grant Application Internal Approval Workflow





Internal Pre-Application Assessment

Prior to submitting a grant application, project managers **may be requested by grant management staff to shall** complete a pre-application assessment using the Pre-Application Assessment Form. The completed form shall be housed in the Grant File. **Grant applications that can follow the Administrative Approval Process are exempt from this requirement.** Refer to APPENDIX I – Resources for Project Managers, Section E for a preview of the document.

B) Grant Award Notification, Review & Acceptance

Grant award notifications come in various forms, ranging from a single award letter to a grant award letter followed by a grant contract. Grant awards are often sent to the individual listed as the primary contact, grant manager, or signatory authority on the grant application. It is important for all stakeholders to be informed promptly once notification has been received.

I. Grant Awards Are Reviewed Prior to Acceptance

Award letters and grant contracts must be shared promptly with grant management staff via the Grant Activity Update & Request Form, so that the master list can be updated and grant files initiated, and to ensure that the County’s internal review processes are followed. Grant management staff is responsible for communicating

pertinent updates with the County Manager and for assisting project managers with understanding and navigating internal review and approval requirements. See APPENDIX I – Resources for Project Managers, Section C) for the link and for a preview of the form.

Grant agreements, contracts, or other legal documents must follow the County's [Contract Management Policy for established processes for contract](#) review by the legal department and for signature collection.

The project manager is to review and examine all conditions of the award to ensure the County has the expertise of management, staffing and budget to accomplish the entire project. If needed, the Project Manager may request assistance from grant management staff with this process, with understanding compliance obligations, terms and conditions of the grant agreement, or with facilitating the ongoing relationship with the grant agency.

II. Finalized Grant Agreements Follow Internal Review & Approval Processes

In most cases, the highest level of approval required will be obtained prior to submitting a grant application. Refer to Figure 1, the Grant Application Approval Workflow on page 14. In some cases, the BoCC must approve the execution of a grant award. BoCC approval is required prior to accepting a grant award if:

- ~~• The grant may conflict with the County's annual budget, adopted priorities, or strategic plans;~~
- ~~• The required approvals were not obtained prior to submitting the grant application;~~
- So dictated by the terms of the award;
- ~~• The funds will be used to purchase property or equipment with multi-year financial commitments and/or ongoing operating or maintenance costs;~~
- ~~• An increase in staffing is involved;~~
- ~~• The County acts as fiscal agent or pass-through entity for another agency;~~
- The grant requires a local cost share/match greater than an amount already approved for the same project and purpose.

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Other awards may be required to be approved by the BoCC as determined by ~~the Contracts Policy,~~ the County Manager, and/or the BoCC.

If required, the project manager or designee shall present the contract to the BoCC for final acceptance at a public meeting. Pursuant to the Gilpin County Board of County Commissioners Agenda Policy, P-3 (Reso. 23-10), the project manager is responsible for the preparation of a BoCC agenda item, which shall include a fiscal impact statement if the grant has a local cost share, as well as a Resolution, if required. The agenda item must be accompanied by the award letter, grant agreement and any other appropriate documentation.

The Project Manager is responsible for coordinating between all involved individuals, departments, stakeholders, etc., as needed. Examples include collaborating with:

- Grant management staff for compliance with internal review and/or grantor requirements
- The BoCC and/or County Manager in the case of a reduced award amount or an increased budget
- County Attorney / Legal Department for contract amendments, negotiation, review, etc.
- Finance Department to establish revenue and expenditure accounts, process invoices, etc.
- Subject Matter Experts to determine whether the intent of the project can be accomplished, or to obtain technical guidance
- Contractors or consultants during an RFP, or regarding project deliverables

III. Newly Active Grant Agreements Are Reported

All new grant contracts or agreements must be presented by the project manager or their designee to the BoCC at a duly noticed public meeting to ensure transparency and proactive communication with the public. The information may be included in departmental quarterly reports to the BoCC or as a separate agenda item. [Grant management staff will also include active grants in their regular grant activity report to the County Manager for inclusion in the County Manager's report to the BoCC.](#)

C) Grant Monitoring, Accounting & Reporting

I. Project Managers Actively Monitor Programmatic Progress

Successful grant management depends on successful project management. These grant management procedures include built-in project management tools to help ensure success. Project Managers are strongly encouraged to utilize these resources in conjunction with other project management tools at their disposal to effectively manage their grant projects.

II. Project Managers Actively Monitor Financial Progress

Expenditures on grant-funded projects must align with the grant budget included in the award to the County, in addition to the requirements, terms, and conditions of a grant award. The County's budget process is open for County employees to be involved as well as residents.

Grant funds are not to be disbursed until the County receives a fully executed grant agreement and the BOCC has accepted the award, if required. Pre-award expenditures are often allowed during emergencies and other circumstances. Grant management staff and project managers should be knowledgeable about pre-award allowances, or other special funding allowances that are award- or situation-specific.

Grant funds awarded to the County shall not be used to supplant an existing expense so that current funds can be diverted to another use, unless such use of grant funds is explicitly identified as allowable in writing by the granting entity.

Grant funds may only be used for grant related expenses, in accordance with the terms and intention of the grant award, and expended within the period of performance identified in the grant agreement and pursuant to the cost principles set forth in §200.400 - §200.475 of OMB's Uniform Guidance.

Cost Reimbursable

Gilpin County grants are most commonly cost-reimbursement grants. The County incurs the expense and, with proper documentation, then submits to the grantor agency for reimbursement. Submission for reimbursement must, at a minimum, be accurate, project-allowable, and well documented. Approved documentation includes an approved invoice, a copy of payment method, a cancelled check copy, and any other agency-required forms. Individual agency requirements vary, and it is the responsibility of the project manager to understand the specific requirements and to ensure that they are met. Project managers may engage grant management staff with assistance in reviewing and understanding compliance concerns.

Advance Funding / Cash Management Standards

Occasionally, the County will receive the grant award funds in advance of incurred expense. Reporting and record retention mirrors those of a cost-reimbursable grant. Any funds not utilized on the project must be returned to the grantor agency within the defined period of performance.

The recipient must minimize the time between the transfer of funds from the grantor and the use of funds by the recipient. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the actual and immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the County for direct activity, project, or program costs and the proportionate share of any allowable indirect costs.

Time and Activity Reporting

Gilpin County has established policies and procedures for reporting employee time and activities, including those in Gilpin County's Employee Handbook. Some funding sources may have additional time and activity reporting requirements which may apply to exempt as well as to non-exempt employees. The accounting for time and activity must follow Gilpin County policies and grant requirements. Records should be retained according to County, department/office, and grantor requirement.

Year End Procedures

Gilpin County's fiscal year is from January 1 through December 31. End of year financial accounting is necessary not only for a grantor agency, but to conduct the County's annual audit and compliance for the Single Audit Act.

Annual Budget

End of fiscal year processes include reconciling the financial activity of the grant-funded project for the current fiscal year. Revenue and expenses that were budgeted in the current year, but were not incurred, may potentially be able to be forwarded to the next budgetary cycle, subject to approval by the BoCC in accordance with Gilpin County Financial Policies; This would typically occur during the annual budgeting cycle.

III. Grant Modifications and/or Extensions Follow Internal Review and Approval Processes

During the course of a grant's lifetime, there are times when changes are necessary to periods of performance, budget, or the project scope of work. Most of these changes, typically called grant amendments or modifications, are allowable, but it is important to follow the procedures written in the grant agreement or in the guidelines provided by the grantor. Most changes must be pre-approved by the grantor before they are considered eligible.

Modifications to the grant contract generally follow the same approval process as the original contract. Basis for modifications might be the scope of work could not be performed as originally expected, an increase to the scope of the original project, or unforeseen expenses requiring additional funds to complete the overall project.

An extension is a modification to the contract. The modification is to extend the program's period of performance to accommodate for project delays or to provide adequate opportunity to file the final grant close out reporting.

Any change to a grant agreement, grant project, or grant activity must adhere to the stipulations of the award and County policy. These requests must be documented and written approval must be received from the grantor, usually in the form of a grant amendment/modification. The project manager is ultimately responsible for obtaining and documenting approvals for any changes and may engage grant management staff for assistance.

Modifications & Extensions

Modifications and extensions to grant agreements must be approved by the BoCC when additional budgetary obligations by the County would be required as a result of the change, either direct (i.e., cash) or indirect (i.e.,

staff time, human resources). Written confirmation from the grant agency must be received by the County and saved to the grant file before any grant modification is considered final.

Cancellations

A grant should only be cancelled as a last resort option in rare circumstances, including but not limited to:

- The County is unable to meet its obligations under the grant award, as determined by the BoCC
- It has been determined that continuation of the project would be detrimental to the well-being of the County and its residents
- Major emergencies impacting County operations and budget

Under no circumstances may a grant agreement be cancelled without express prior approval by the County Manager, acting on direction by a majority of the BoCC.

IV. Grant Files Are Maintained in a Central, Accessible Location

The project manager is to finalize all deliverables, purchases orders, final payments, and any other programmatic or financial tasks. A final reimbursement request is submitted to the agency for all qualified, reimbursable expenses. All financial and performance reports are filed accordingly, and the grantor agency will send notice that the grant has been successfully closed.

Grant management staff is responsible for creating and maintaining grant files in a shared, accessible location, such Microsoft Teams or other cloud storage solution that has been adopted by the County for internal use. Project Managers are responsible for sharing and/or providing all documentation to grant management staff for inclusion in the file.

A Complete Grant File

A complete Grant File includes the following information:

- A) Submittal
 - Grant program information – grant guide, application guidance, authorizing legislation, etc.
 - Application research – plans, assessments, quotes, bids, budget plans, calculations, etc.
 - Application supporting documentation – final proposed budget, letters of support, final narrative drafts, etc.
 - A record of submittal and what was submitted – copy of the finalized application packet, confirmation of application receipt, etc.
- B) Award
 - Record of internal review, approval process, and applicable policies followed
 - Award letter and executed grant agreement, purchase order, etc.
 - Amendments or extensions
- C) Finance
 - Accounting codes, notes, templates, etc.
 - Invoices
 - Proof of payment – issued
 - Proof of payment – received
 - Vendor agreements, contracts, purchase orders, etc.
- D) Reports
 - Copies of all financial and/or programmatic reports sent to grant agency

- Copies of any requests for reimbursement sent to the grant agency
 - Copies of any internal reports or presentations made to the BoCC, along with applicable minutes, resolutions, etc.
- E) Grant Closeout
- Correspondence
 - With the grant agency regarding the grant
 - With external contractors, consultants, stakeholders, etc. regarding the grant

Project managers may refer to example Grant Files in the Grant File Library, or use the Grant File Completion Checklist to ensure that they have provided all the required documentation to the grant management staff.

V. Standardized Naming Conventions Are Used

When referring to a grant application, project, or agreement, the following information shall be included in document titles and email subject lines:

- A) Grant Agency (can be abbreviated)
- B) Reference to Grant Program name
- C) Year the Agreement is to begin
- D) One to two words describing the intended outcome or need

Example: The Colorado Tourism Office (CTO) awarded Gilpin County a grant in 2023 through their Tourism Management Grant Program for the development of a Heritage Tourism Route through Gilpin County, including a custom map and interpretive signage. In document titles and subject lines, this grant could be called “CTO Tourism Grant ‘23 – Heritage Route.”

VI. Grant Reporting Requirements Are Met

Grants awarded to the County may require progress, programmatic, and/or financial reports to be submitted to the granting organization. Refer to the grantor agency’s program and the grant agreement for the specifics of reporting and filing requirements.

Accurate and timely reporting is critical to maintaining a good relationship with the grantor. The specific responsibilities of each individual may vary, but typically the project manager will provide the content of the reports, along with supporting documentation, while grant management staff may coordinate and/or ensure submittal to the grantor. The project manager is ultimately responsible for ensuring that accurate, complete and timely reports are filed and may engage grant management staff for assistance.

Grant management staff is responsible for providing an up-to-date report on grant activity to the County Manager every two weeks, for inclusion in the County Manager’s report to the BoCC.

D) Grant Close-Out & Post-Close

The Grant Closeout occurs when the funding grant agency determines that all applicable administrative acts and required work associated with the grant agreement have been completed.

I. Grant Close-Out Requirements Are Met

Upon completion of the grant period and/or project work, the project manager begins the project closeout process and may engage grant management staff for assistance. The closeout process will vary depending on the grant and may include: notification of the granting organization, final report, final reimbursement request,

invoice payment (notice of final settlement for construction projects), reconciliation, and release of unobligated funds. The following steps will always be part of the closeout process for the project manager:

- A) A careful review of grant terms and conditions to ensure completion, compliance, and understanding of record retention requirements; This may be done with assistance or input from grant management staff.
- B) Internal coordination with Finance to finalize invoicing and payment processing
- C) Notification to the grant agency of completion, often in the form of a final project report and/or reimbursement request
- D) Update to grant management staff, including any documents required to complete and close out the Grant File.

II. Post-Close Record Retention Requirements Are Met

Retention of all grant records extends beyond the closing date. Federally funded grants require a minimum of three years record retention. Records for real property and equipment acquired with federal funds must be retained for three years after the final disposition date.

Granting agencies may require record retention periods shorter or longer than the County's. The County must ensure compliance with the grantor's retention requirements, even if the grantor requires a longer retention period. If a grant award is silent as to document retention, the County shall follow its own policy, which is to retain grant files for 5 years after closeout.

III. Grant Project Impact Is Assessed and Reported

At the end of the initial grant period, all grants shall be evaluated to determine the extent to which the grant project has produced the anticipated benefits. Such an analysis shall include a review of actual costs to determine whether using General Fund revenues associated with the grant could be better used for other purposes that are better aligned with the County's mission, priorities, and strategic plans. Grants awarded on a multi-year basis shall be evaluated through a cost effectiveness analysis that relates the project's cost to its key outcomes or benefits to determine the extent to which they have produced positive, meaningful outcomes that provide cost effective services or improvements.

Upon completion / close of a grant, the project manager shall conduct an impact assessment and report their findings to the BoCC. There are many different ways to measure and evaluate the impact of grant-funded work, and the appropriate data and methodologies should be determined by the project manager, based on the deliverables and intended outcomes of a particular project. The report may be included in the associated Department/Office quarterly report to the BoCC directly following the grant expiration, or it may be presented before that time as an independent Agenda Item. The project manager may engage grant management staff for assistance with grant impact assessments.

APPENDIX I – RESOURCES FOR PROJECT MANAGERS

A) Definitions

Grant

A grant is defined as assistance awarded to the County from an external entity to carry out a public purpose of support or stimulation, or when specifically identified by the awarding agency as a "Grant" at the time of award. This includes non-financial awards (i.e., goods or services) that utilize, commit, or obligate County funds, such as real property, human resources, or depreciable assets.

Grantor / Grant Agency

The division, department, office, organization, entity, or individual that funds and/or administers a grant program.

Grant Agreement

A contract or other legal instrument of financial assistance between a grant agency and grant recipient wherein activities to be undertaken, project duration, budget, and other terms are detailed.

Grant File

An electronic file where documents and records relating to a grant agreements and grant activities are housed. See the "[Complete Grant File](#)" section of this document for more details about grant file contents.

Grant Lifecycle

The sequence of phases through which a grant is accepted and managed, including pre-award activities, award (contract period) activities, post-award activities, and post-close activities.

Grant Management

The system that an organization uses to oversee grants and their corresponding activities, responsibilities, and obligations throughout its lifecycle.

Grant Management Staff

County staff member(s) responsible for implementing and maintaining a County-wide system for centralized grant management, for facilitating and assisting with securing and managing grants that support County objectives, and for providing strategic guidance and subject matter expertise on grant activities, i.e. "Grant Manager and Writer." Grant management staff tracks and monitors all grant activities across the County, maintaining a master list of all active grant agreements, pending grant applications, past grant files, and upcoming funding opportunities; They keep the County Manager informed of County-wide grant activities on an ongoing basis in order to improve coordination, enhance oversight, and provide a snapshot of the current County-wide grant management needs.

New County Commitment

The financial commitment that the County would assume, if awarded the grant, less any amount already allocated for this purpose in the annual budget. For example, if the annual budget allocated a sum of \$10,000 for Historic Preservation grant matching, and the Community Development Director is seeking approval to apply for a grant with a \$10,000 match requirement, the New County Commitment amount would be \$0. If the match requirement were \$15,000, the New County Commitment amount would be \$5,000 (\$15,000 required, less \$10,000 already allocated).

Responsibilities

The necessary set of tasks and duties carried out to move a grant through its lifecycle. These are unique to each grant and the work being performed, but the basic steps include:

- Pre-Award Phase
 - Identify need
 - Define project to meet the need
 - Select funding opportunity appropriate to the project

- Develop grant project proposal
- Complete internal review and approval
- Draft application and collect required documents, materials
- Submit application package
- Award Phase
 - Promptly respond to any award-phase grantor requirements / follow ups
 - Complete internal review and approval
 - Receive and review notice of award
 - Negotiate terms and execute agreement
- Post-Award Phase
 - Mobilize and launch project
 - Monitor, track, and report on programmatic and financial status
 - Complete project milestones and deliverables, on schedule and on budget
 - Oversee programmatic and financial closeout
 - Complete any needed post-close reporting or analyses
 - Leave project documentation in an “audit-ready” state for any potential future audits

Roles

A related set of responsibilities to be performed with the necessary level of authority and skill required to accomplish an objective. Typical roles in the Gilpin County grant management process include:

Project / Program Manager

Individual(s) with overall responsibility for the successful development, implementation, and completion of the grant-funded project, in compliance with all applicable Gilpin County, grantor agency, state, and federal policies and provisions. This individual is also responsible for providing timely updates and access to records for all grant activities to the grant management staff. This generic title can be used to describe different positions (titles) that could take on the role with overall responsibility for the project, i.e., Project Initiator, Project Lead, Program Manager, etc. This individual is typically the department /office head whose departmental goals will be supported by the grant.

Grant Writer

The individual who is primarily responsible for writing the grant application. This individual is typically grant management staff, but the role may also be assumed by the Project Manager or another designee. The grant writer researches grant opportunities that align with the County’s strategic priorities and goals; compiles, writes and edits grant applications; and ensures that the County maintains relationships and stewardship with funders.

Signatory Authority / Approver

The member(s) of the organization who is(are) authorized to sign a particular contract, agreement, letter of commitment/support, or other document on behalf of the organization.

Other Roles, As Needed

The varied nature of grant programs and projects may cause other roles and responsibilities to become necessary. These shall be identified and confirmed in writing as early as possible and shall be updated or modified as needed throughout the project lifecycle.

B) Grant Management Best Practices

Gilpin County's Grant Management Policies and Procedures aim to meet the best practices standards set forth by the [Government Finance Officers Association of the United States and Canada](#) (GFOA).

- A) To ensure the efficient administration and operation of grant programs, governments should:
 - Maintain a process to monitor for changes in grant terms and conditions that occur after the acceptance of a grant;
 - Establish a project plan identifying timelines and parties responsible for implementing the plan;
 - Provide initial training for new and unfamiliar programs and continuing training for the government (both for oversight agencies, such as finance, and department/program staff that directly administer the grants) and others involved with the grant program (e.g., subrecipients); and
 - Maintain a process to address specific personnel issues related to grants (e.g., whether salaries and/or benefits are eligible expenditures and if so, what are the related time-keeping requirements).
- B) To ensure the efficient financial management of grants, governments should:
 - Establish a central grants management function;
 - Establish one or more grant funds or unique grant project identifiers to account for all financial transactions for each grant;
 - Develop appropriate cash management procedures for drawdown and receipt of funds as well as disbursement of funds;
 - Develop procedures to reconcile internal records with federal and state reports;
 - Maintain a process to ensure that costs charged to grants are allowable, necessary and reasonable, and properly allocated, and that these determinations are made in a consistent manner;
 - Determine whether indirect costs will be allocated to grant programs, and if so, maintain an appropriate process to make the allocation;
 - Document if the government will use a negotiated rate or the de minimis indirect cost rate;
 - Maintain a process to track information about local matching funds, including identification of the source of such funds;
 - Integrate grants into the annual budget process;
 - Integrate grants into the government's cash flows planning; and
 - Develop a contingency plan for funding services that will be continued even if the grant funding is reduced or terminated.
- C) To support grants administration, governments should maintain systems that:
 - Ensure that systems will provide information to all involved parties to allow them to comply with both GAAP (Generally Accepted Accounting Principles) and grant requirements;
 - Identify and segregate costs as necessary for the grant (e.g., separate allowable and unallowable costs, separate direct costs from indirect costs, and separate administrative costs);
 - Account for and track grant funded capital items;
 - Track information for non-cash grants; and
 - Store and provide information electronically so that it is available to multiple users.
- D) To maintain proper internal control procedures, governments should:
 - Document grant procedures;
 - Maintain internal control procedures over accounting, financial reporting, and program administration;

- Maintain internal control procedures over the identification of, and adherence to, Federal and State compliance requirements, such as those relating to contracting;
 - Consider the level of program risk (e.g., high, medium, low) when establishing internal control procedures; and
 - Design and use internal control procedures to ensure the reliability of information obtained from third parties (e.g., jobs, Buy America).
- E) To ensure proper subrecipient monitoring, governments should:
- Establish requirements for subrecipients to submit progress reports;
 - Provide for administrative monitoring, including timely reporting and adherence to compliance requirements by subrecipients;
 - Provide for financial monitoring, including obtaining an understanding of, and adhering to, cost principles;
 - Provide for the receipt, review, and appropriate follow-up of Single Audit reports, when applicable; and
 - Develop contacts with the state for funds that pass through the state.
 - Establish continuous communications with:
 - The grant sponsor/provider;
 - Those with oversight responsibility including, when applicable, the Federal Cognizant Agency;
 - External financial statement and Single Audit providers; and
 - An interdisciplinary implementation task force within the government that meets regularly to discuss necessary program and control changes and how they should be implemented.
 - Establish processes to meet various specialized reporting requirements including:
 - Maintaining a comprehensive list of reporting requirements and a reminder system for meeting the reporting deadlines;
 - Identifying who is responsible for the various reporting requirements;
 - Establishing methodologies for the preparation of specialized reports;
 - Establishing approval processes for certifying specialized reporting; and
 - Establishing processes for obtaining all of the information needed for the Schedule of Expenditures of Federal Awards (SEFA).
 - Ensure compliance with auditing requirements for grants by
 - Developing and documenting an understanding of audit requirements specific to grants including, those in Generally Accepted Government Auditing Standards (GAGAS), Generally Accepted Auditing Standards (GAAS), and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance); and
 - Developing and documenting an understanding of audit requirements for grant close-out.
 - To identify and address potential program shortcomings, governments should establish a post-implementation review process that evaluates the program, answering questions such as
 - Whether or not the program achieved its goals, and were any process or internal control issues that were identified by staff, grantor or auditors resolved?

~~C) Grant Activity Update & Request Form~~

~~The Grant Activity Update & Request Form is an online form that can be accessed at this link. Project managers and other County personnel working on grants may use this form to provide informational updates, share documents, or request action from grant management staff.~~

~~Preview:~~

The screenshot shows a web form titled "Grant Activity Update & Request Form" with a teal header. Below the header, a message states "This form should take no more than 5 minutes to complete." A personalized greeting reads "Hi, Jamie. When you submit this form, the owner will see your name and email address." A red horizontal line is drawn across the page below this message. The form contains three required fields, each marked with an asterisk: "1. Your Name and Position *", "2. Your Department/Office *", and "3. Your Gilpin County Email Address *". Each field has a white input box with the placeholder text "Enter your answer".

4. Form Purpose *

Informational / Update to Grants Manager

Action Requested from Grants Manager

Other

5. Due Date, If Action Requested

Please input date (M/d/yyyy)



6. Urgency Rating, If Action Requested (1 Being Least Urgent, 5 Being Most Urgent)

1

2

3

4

5

7. Related Priority, Project, or Grant Program *

Enter your answer

8. Is this Priority, Project, or Grant Program New, Known, or Existing? *

New - To Be Added to Trackers

Known - On Trackers But No Action Taken

Existing - Application In the Works / Pending

Existing - Awarded or Active Grant Agreement

Existing - Closed Grant Agreements

Unsure

9. Grant Program URL, If Applicable (Please Provide for New Grant Programs)

Enter your answer

10. Provide Update or Describe Requested Action by Grants Manager Here: *

Enter your answer

11. Any Additional Information or Requests?

Enter your answer

12. Upload Files Here, If Applicable (Limit 10 Files, 1GB Each) (Non-anonymous question①)

Please include the Grant Program Name and Year in all file names, where applicable.

 Upload file

File number limit: 10 Single file size limit: 1GB Allowed file types: Word, Excel, PPT, PDF, Image, Video, Audio

Send me an email receipt of my responses

Submit

This content is created by the owner of the form. The data you submit will be sent to the form owner. Microsoft is not responsible for the privacy or security practices of its customers, including those of this form owner. Never give out your password.

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CD) Roles & Responsibilities Map

This adaptable form is ~~a required~~ part of the County's internal controls for grant activities which may be requested by grant management staff and/or a project manager. It clearly identifies the roles and responsibilities of the grant project team and can be updated as needed throughout the grant lifecycle. Ideally, it should be completed as early as possible in the proposal development process, led by the project manager, with roles and responsibilities agreed upon by all individuals involved. Grant management staff shall make the form template available to project managers and shall provide support and assistance in its completion when requested.

See Example on page 29.

DE) Grant Pre-Application Assessment

This form is ~~a required~~ part of the County's internal approval process for submitting grant applications which may be requested by grant management staff, except for those grant applications that qualify for the Administrative Approval Process. Pre-Application assessment provides a standardized way for the County to evaluate grant project proposals, and to collect and analyze data on the efficacy and return on investment of its grant activities.

Grant management staff shall make the form available to project managers, who are responsible for completing the Pre-Application Assessment and may engage grant management staff for assistance or support. The form may be modified as deemed necessary, with BoCC approval, in order to better reflect County goals and/or improve the experience for users, or the quality of the data collected.

See Preview on page 30.

Roles & Responsibilities Map Preview

Roles Assigned		
Role	Individual	Initials
Project / Program Owner	Samuel Bower	SB
Grant Writer	Jamie Boyle	JB
Grant Administrator	Samuel Bower	SB
Finance Manager	Samuel Bower	SB
Contract Manager	Brad Benning	BB
Authorizing Agent	Ray Rears	RR
Subject Matter Expert	James Shrout	JS

Grant Management Responsibilities Matrix				
Grant Management Administrative Steps			Responsible	
Pre-Award	Project Initiation	Identify & evaluate priorities and needs	SB	
		Identify & evaluate funding opportunities	JB	
		Develop project / program concept	SB	
		Select appropriate funding opportunity for project / program	SB	
		Follow internal review procedures for approval to develop & submit a grant application	SB	
	Project Planning	Project Planning	Draft grant application & develop application package	JB
			Provide subject matter expertise, supporting documentation, etc. for application package	JS
			Plan, line up, and prepare any feasible background activities to prevent delays in execution	SB
			Coordinate as needed between all stakeholders	SB
			Review and approve final grant application package	RR
Submit application			JB	
Perform any needed application follow up			JB	
Receive and communicate notice of award			JB	
Facilitate needed internal review and/or contract negotiation			JB	
Award			Project Execution	Review and provide subject matter expertise to guide contract negotiation, if applicable
	Ensure final execution of agreement	BB		
	Final approval of agreement	RR		
	Mobilize project for launch	SB		
Post-Award	Project Monitoring & Control	Project kickoff, implementation	SB	
		Initiate grant tracking/monitoring process for active project	JB	
		Direct, monitor, and maintain programmatic and financial progress	SB	
		Assist stakeholders with understanding and maintaining programmatic / financial compliance	JB	
		Work to prevent programmatic or financial compliance issues, and manage intervention as needed to resolve them	SB	
		Monitor and report on programmatic and financial progress	SB	
		Maintain schedule of deadlines and send reminders to stakeholders as needed	JB	
		Ensure programmatic completion and financial closeout of grant-funded project	SB	
		Ensure completion of obligations per grant agreement and financial/contractual closeout of agreement	SB	
		Provide records as needed	SB	
Post-Close	Post-Close	Conduct needed impact or return-on-investment reports	SB	
		Ensure delivery of any needed post-close reporting and/or audit requests	SB	
		Coordinate/facilitate any needed impact or return-in-investment reports and submit	JB	
		Coordinate/facilitate any needed post-close reporting or audits	JB	
		Maintain records as needed	JB	

Grant Pre-Application Assessment



For use by County staff seeking BoCC approval to apply for or accept grant funding

Grant Owner / Project Manager	
Office / Department	
Project Name	
Project Timeframe	
Project Cost	

Grant Details					
Grant Agency					
Grant Program					
Program Purpose / Funding Focus					
Grant Type	Competitive / Discretionary <input type="checkbox"/>	Formula / Allocation / Earmark <input type="checkbox"/>	Continuation / Renewal <input type="checkbox"/>	Pass-Through <input type="checkbox"/>	Cooperative Agreement <input type="checkbox"/>
Anticipated Reporting Requirements	No Required Reporting <input type="checkbox"/>	Final Report <input type="checkbox"/>	Annual Report(s) <input type="checkbox"/>	Quarterly Report(s) <input type="checkbox"/>	Monthly or Other Additional Reports <input type="checkbox"/>
Federal Funds?			Subject to Hatch Act?		
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unsure <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unsure <input type="checkbox"/>
Maximum Award			Award Requested		
\$			\$		
Grant Term			Application Due Date		

Describe any additional important details or administrative requirements of the grant program. If known, provide information on the application process and any partnership or community engagement obligations.

--

Community Need

Describe the need or issue being experienced by the community, including the impact on the affected group(s) (i.e., seniors, veterans, business owners, staff, etc.).

--

Provide some background on the timeline of the need or issue being experienced by the community. How long has the problem persisted, and how urgently must it be addressed? Outline any possible implications of leaving the issue unresolved.
--

--

Explain how the proposed project would address the need or resolve the issue being experienced by the community.
--

--

Potential Impacts

If the project is successfully executed, how would the community be impacted? Describe both short and long term effects, and specifically call out the potential benefits to particular community groups (i.e., seniors, veterans, business owners, staff, etc.).

--

Does the proposed project have any potential to reduce County expenses or to generate cost-saving opportunities, either in the short or long term?

--

If the proposed project is ongoing or planned to extend beyond the terms of a grant agreement, how would it sustain itself financially after the the agreement expires?

--

What kind of momentum could be generated by execution of the proposed project? Describe any additional opportunities for funding, scaling, forming strategic partnerships, etc. that could arise as part of the project or grant program.

--

Alignment with Priorities & Goals

Check each Measureable Milestone Goal (MMG) that would be supported by the proposed project. An optional explanation or justification of support may be included in the space to the right of each Strategic Priority.

Strategic Priority #1: Workforce Optimization

Short term	MMG A: Determine the appropriate staffing levels for each department <input type="checkbox"/>	MMG B: Achieve 95% staffing level of all positions <input type="checkbox"/>	MMG C: Providing employees with continual feedback, yearly evaluations and continuing education to enhance job performance <input type="checkbox"/>	MMG D: Create and regularly reinforce safety plans for all county facilities <input type="checkbox"/>
Long term	MMG E: Find three qualified candidates for every job opening within 30 days of posting <input type="checkbox"/>	MMG F: Adequately fund and support skill and leadership training for all county staff <input type="checkbox"/>	MMG G: Ensure the average longevity within the organization is five years or above <input type="checkbox"/>	
Strategic Priority #2: Long Range Planning				
Short term	MMG A: Create a plan for maintenance / replacement of equipment and vehicles schedule and capital improvement <input type="checkbox"/>	MMG B: Have a Geographic Information System (GIS) to accurately depict every parcel and roadway in the county <input type="checkbox"/>		
Long term	MMG C: Update the Comprehensive Plan <input type="checkbox"/>	MMG D: Facilitate public needs and services such as access to broadband and housing <input type="checkbox"/>	MMG E: Digitization of County Records <input type="checkbox"/>	

Strategic Priority #3: Financial Sustainability

Short term	MMG A: Place a minimum of 8% of the annual limited and extended gaming tax payments in reserves for emergency situations, preservation of continued critical <input type="checkbox"/>	MMG B: Identify and implement revenue diversification strategies <input type="checkbox"/>	MMG C: Identify privately owned properties that are not on our tax rolls <input type="checkbox"/>	MMG D: Review existing IGAs and MOUs for efficiencies prior to budget discussions <input type="checkbox"/>
Long term	MMG E: Review all public contracts every 3 years for public bid to ensure fairness and value <input type="checkbox"/>	MMG F: Require department-specific year-round accountability and reporting along with forecasting to guide our budgeting and planning efforts <input type="checkbox"/>		
Strategic Priority #4: Community Engagement				
Short term	MMG A: Ensure the budget and statutory requirements are clear to the public <input type="checkbox"/>	MMG B: Pursue collaboration with neighboring jurisdictions <input type="checkbox"/>	MMG C: Improve communication with the public through website, media, and print <input type="checkbox"/>	
Long term	MMG D: Education and notification of the public regarding emergency situations <input type="checkbox"/>	MMG E: Increase public participation regarding long range planning efforts <input type="checkbox"/>		

Does the proposed project build on an effort recently completed or already underway by the county? If so, describe the connection between this effort and the proposed project.

Feasibility

Does the proposed project align with the intended purpose of the grant and meet all eligibility criteria of the program?

Yes <input type="checkbox"/>	No <input type="checkbox"/>	Unsure <input type="checkbox"/>			
Explain / justify the response above, referencing grant program details, criteria, policies, etc.					
Based on the eligibility criteria and competitiveness of the grant program, how likely is the proposed project to be awarded...?					
100% of the requested amount	Very Unlikely <input type="radio"/>	Unlikely <input type="radio"/>	Unsure <input type="radio"/>	Likely <input type="radio"/>	Very Likely <input type="radio"/>
At least 75% of the requested amount	Very Unlikely <input type="radio"/>	Unlikely <input type="radio"/>	Unsure <input type="radio"/>	Likely <input type="radio"/>	Very Likely <input type="radio"/>
At least 50% of the requested amount	Very Unlikely <input type="radio"/>	Unlikely <input type="radio"/>	Unsure <input type="radio"/>	Likely <input type="radio"/>	Very Likely <input type="radio"/>
At least 25% of the requested amount	Very Unlikely <input type="radio"/>	Unlikely <input type="radio"/>	Unsure <input type="radio"/>	Likely <input type="radio"/>	Very Likely <input type="radio"/>
0% of the requested amount	Very Unlikely <input type="radio"/>	Unlikely <input type="radio"/>	Unsure <input type="radio"/>	Likely <input type="radio"/>	Very Likely <input type="radio"/>
Describe the likelihood of the proposed project being completed within the indicated timeline and explain / justify the response.					
Describe any existing or potential future barriers to successful execution of the proposed project, such as financial or infrastructure limitations, skilled labor shortages, community aversion, etc. If any barriers have already been cleared through county efforts, call this out as well.					

Cost to the County

What are the matching requirements for the grant program?

Match Requirements	No Required Match & No County Match Requested <input type="checkbox"/>	No Required Match But Requesting County Match <input type="checkbox"/>	In-kind Matching Only / From Other Funding Source <input type="checkbox"/>	Cash & In-kind Match Combination at _____% <input type="checkbox"/>	Cash Match Only at _____% <input type="checkbox"/>
Cash Match Required			Cash Match Requested		
\$			\$		
If the amount requested exceeds the required match, justify the request below.					
Has the Board of County Commissioners already allocated funding for this purpose in the annual budget?					
Yes, adequate funds are allocated <input type="checkbox"/>	Yes, but additional allocated funds are being requested in the amount of \$_____ <input type="checkbox"/>	Unsure <input type="checkbox"/>	No, and there will be no financial costs to the county <input type="checkbox"/>	No, but allocated funding is not being requested (i.e., project costs can be covered by departmental budget / other income) <input type="checkbox"/>	No, and allocated funds are being requested in the amount of \$_____ <input type="checkbox"/>
[Optional] Provide a justification or explanation of the answer above.					
Explain the path forward, should the anticipated level of funding not be available for the proposed project. Include information such as: the fate of the project without this funding, alternative funding sources that may be sought, etc.					
Estimate the amount of staff time that will be dedicated to management or execution, for the full life cycle of the proposed project (excluding the Grant Manager or any consultants). Specify the answer by position and project responsibilities, if more than one staff member would be involved in project administration. Include an estimate of the percentage of working hours per staff member that would be dedicated to the project.					

Additional Considerations
Are there any additional factors for consideration by the Board of County Commissioners?

EF) Funding Opportunity Assessment Report

This assessment is prepared by grant management staff when needed or requested by a department head, elected official, or project manager to assist in identifying applicable funding opportunities.

Example: Co-Responder Program Funding Opportunities

Co-Responder Program Funding Opportunities Overview											
Fit For Co-Responder Program	Agency	Grant Program Name	Estimated Award Amount	Eligible	Details	Matching	Competitivity	Grant Term	App. Status	First Item Due	Due Date
Good	Behaviorial Health Administration (BHA)	Community Investment Grant Program	No min or max	Yes	Broad uses, including capital expenditures, expanding capacity; will need to demonstrate use of their community resource toolkit	In-kind / Cash Combo	Medium	4/28/2023 OR 9/30/2023 OR 12/1/2023 thru 12/30/2024	Open, Rolling	Application	1/15/2023 OR 5/1/2023 OR 8/1/2023
Poor	Behaviorial Health Administration (BHA)	Child, Youth, and Family Grant Program	No min or max	Yes	Will need to demonstrate use of their community resource toolkit	In-kind / Cash Combo	Medium	4/28/2023 OR 9/30/2023 OR 12/1/2023 thru 12/30/2024	Open, Rolling	Application	1/15/2023 OR 5/1/2023 OR 8/1/2023
Poor	Behaviorial Health Administration (BHA)	Substance Use Workforce Stability Grant Program	No min or max	Yes	For staffing needs to support substance abuse health programs; will need to demonstrate use of their community resource toolkit	In-kind / Cash Combo	Medium	4/28/2023 OR 9/30/2023 OR 12/1/2023 thru 12/30/2024	Open, Rolling	Application	1/15/2023 OR 5/1/2023 OR 8/1/2023
Perfect	Behaviorial Health Administration (BHA)	Early Intervention, Deflection, and Redirection from the Criminal Justice System Grant Program	Max \$5mill	Yes	Creation of co-responder programs is one of the intended uses; encourage collaboration across health, services, and justice systems	In-kind / Cash Combo	Medium - High	4/28/2023 OR 9/30/2023 OR 12/1/2023 thru 12/30/2024	Open, Rolling	Application	1/15/2023 OR 5/1/2023 OR 8/1/2023

APPENDIX II – FEDERAL FUNDING

A) Code of Federal Regulations (CFR) & Office of Management and Budget (OMB) Guidance for Federal Funding

The Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government. The Office of Management and Budget guidance for grants and agreements also is included in the CFR.

This guidance provides a government-wide framework for grants management which will be complemented by additional efforts to strengthen program outcomes through innovative and effective use of grant-making models, performance metrics, and evaluation.

Internal controls.

The non-Federal entity must:

- A) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" (2 CFR Part 200) issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- B) Comply with the U.S. Constitution, Federal statutes, regulations, and the terms and conditions of the Federal awards.
- C) Evaluate and monitor the non-Federal entity's compliance with statutes, regulations and the terms and conditions of Federal awards.
- D) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- E) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

[2 CFR 200.303]

Federal awarding agency review of risk posed by applicants.

Prior to awarding a grant, the Federal awarding agency is required to review information available on applicants applying for funds. For competitive grants, the Federal agency shall have in place a system for evaluating the risks posed by applicants before they receive Federal awards. This evaluation may include the applicant's eligibility or the quality of its application. If the Federal awarding agency determines that an award will be made, special conditions that correspond to the degree of risk assessed may be applied to the award. Criteria to be evaluated must be described in the announcement of funding opportunity. In evaluating risks posed by applicants, the Federal awarding agency may use a risk-based approach and may consider any items such as the following:

- Financial stability;

- Quality of management systems and ability to meet the management standards;
- History of performance:
- The applicant's record in managing Federal awards, including
- timeliness of compliance with applicable reporting requirements,
- conformance to the terms and conditions;
- The extent to which any previously awarded amounts will be expended prior to future award;
- Reports and findings from audits;
- The applicant's ability to effectively implement statutory, regulatory or other requirements imposed on the County.
- Other risk assessment areas include: internal controls, Federal programs that have not been audited and single audit participation.

[2 CFR 200.206]

Personally Identifiable Information

The County will take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or state designates as sensitive or the County considers sensitive information consistent with applicable federal, state and local laws regarding privacy and obligations of confidentiality. [2 CFR 200.303]

Intellectual Property

The County may copyright any work under a grant award. The federal awarding agency retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for federal purposes and to authorize others to do so.

Conflict of Interest

The County must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy [2 CFR 200.112]

Mandatory Disclosures

In applying for and during management of a Federal award, the County must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a federal award, including the term and condition outlined in Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters, are required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM). Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment [2 CFR 200.113]

Procurement and Contracts

2 CFR 200.319 and Appendix II, 44 CFR 13.236 – see Grant Purchases and Contract Management Sections.

Suspension and Debarment

Gilpin County and its subrecipients shall not award grant assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. A person or entity debarred or suspended is excluded from federal financial and non-financial assistance and benefits under federal programs and activities. Debarment or suspension of a participant in a program by one federal agency has government-wide, reciprocal effect.

The managing department shall ensure that the federal Excluded Parties List System (EPLS) site is checked prior to entering into any contractual relationship or use of services. The System for Award Management (SAM) is the official federal EPLS. It is accessed at: <https://www.sam.gov/portal/public/SAM/#1>.

Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

For federal awards, the procurement and monitoring requirements set forth in the Uniform Guidance §200.318-200.328 and Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts must be followed. For federal awards, §200.321 of the Uniform Guidance requires that all necessary affirmative steps must be taken to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible, including:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and Minority Business Development Agency of the Department of Commerce
- Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this section

Sub-Recipient and Contractors

Determinations

The County may concurrently receive federal awards as a recipient, a sub-recipient, and a contractor, depending on the substance of its agreements with federal awarding agencies and pass-through entities. As a pass-through entity, the County must make case-by-case determinations whether each agreement it makes for the disbursement of federal program funds casts the party receiving the funds in the role of a sub-recipient or a contractor. The federal awarding agency may supply and require recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section. [2 CFR 200.330-332, 44 CFR 13.37]

Subrecipient and Monitoring

For federal awards, a subrecipient is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a federal program, but does not include an individual that is a beneficiary of such program. It is important for the awardee to be able to distinguish between a contractor and a subrecipient. Characteristics of a subrecipient:

- Receiving entity determines who is eligible to receive what financial assistance
- Has its performance measured against whether the objectives of the program are met
- Has responsibility for programmatic decision making
- Has responsibility for adherence to applicable program compliance requirements
- Uses the funds to carry out a program of the organization, as opposed to providing goods or services for the benefit of the pass-through entity

Gilpin County subrecipient monitoring for projects involving federal funds shall follow the regulations and guidance set forth in §200.330 -§200.332 of the Uniform Guidance for Federal Awards.

Subrecipients will be evaluated and monitored by the Project Manager, Grant Management Staff, and other County Staff as necessary to ensure the subrecipient's adherence to award requirements and other conditions included in the agreement with the County. Subrecipients are subject to the same regulations, standards, and audits as the award pass-through agent (the County) and performance is measured against whether the objectives of the program are met. Gilpin County subrecipient monitoring for projects involving federal funds shall follow the regulations and guidance set forth in §200.330 -§200.332 of the Uniform Guidance for Federal Awards. Gilpin County shall also adhere to the requirements for pass-through entities as described in these sections.

Time and Activity Reporting

For federal grants, 2 CFR 200.430(i) requires non-Federal entities, including the County, to maintain records that "accurately reflect the work performed." These records must:

- Be supported by a system of internal control which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated
- Be incorporated in the official records of the County, such as payroll records
- Reasonably reflect the total activity for which the employee is compensated by the County
- Provide a time or percentage breakdown on all activities, both Federally funded and non-Federally funded, for the employee
- Comply with the established accounting policies and practices of the County

The accounting for time and activity must be signed by the employee on a timely basis, and the employee's supervisor should review and approve the time and activity documentation in a timely manner. If the supervisor will not be available, a backup approver should be designated and should review and approve the time and activity documentation in a timely manner. Records should be retained according to County and division guidelines. A copy should be retained in each related grant management file.

Equipment and Real Property Management

Equipment purchased with federal grant funds shall be used for the project or program for which it was acquired during the life of the grant or until the property is no longer needed for the purposes of the project. The County shall follow 2 CFR 200.313 for the use and disposition of federally grant-funded property. Grant-purchased equipment must be properly maintained and safeguarded, and equipment records must be maintained according to the responsible department's policies and procedures. Disposition instructions from the grantor agency must be sought, should grant funded equipment no longer be needed for its original intended purpose. Any County policies and procedures for property and inventory control must also be followed, but secondary to that of the grantor agency. [2 CFR 200.313(d), 44 CFR 13.32]

Inventory Management

Title to federally-owned property remains vested in the federal government. Whenever required by the grantor agency, the County must submit annually an inventory listing of federally-owned property (if any is in its custody) to the federal awarding agency. Upon completion of the federal award or when the property is no longer needed, the County must report the existence of the property to the federal awarding agency for further federal agency utilization. [2 CFR 200.312] Title to supplies will vest in the County upon acquisition of supplies. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion

of the project or program and the supplies are not needed for any other federal award, the County must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. As long as the federal government retains an interest in the supplies, the County must not use supplies acquired under a federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by federal statute. Costs incurred for materials, supplies, and fabricated parts necessary to carry out a federal award are allowed. Purchased materials and supplies must be charged at their actual prices, net of applicable credits. Withdrawals from inventory should be charged at their actual net cost under any recognized method of pricing inventory withdrawals, consistently applied. Incoming transportation charges are a proper part of materials and supplies costs. Materials and supplies used for the performance of a federal award may be charged as direct costs. In the specific case of computing devices, charging as direct costs is allowable for devices that are essential and allocable, but not solely dedicated, to the performance of a federal award. Where federally-donated or furnished materials are used in performing the federal award, such materials will be used without charge. [2 CFR 200.314, 200.453]

Cost sharing or Matching

Under Federal research proposals, voluntary committed cost sharing is not expected. It cannot be used as a factor during the merit review of applications or proposals, but may be considered if it is both in accordance with Federal awarding agency regulations and specified in a notice of funding opportunity. Criteria for considering voluntary committed cost sharing and any other program policy factors that may be used to determine who may receive a Federal award must be explicitly described in the notice of funding opportunity. See also §§ 200.414 and 200.204 and appendix I to this part.

For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

- 1) Are verifiable from the non-Federal entity's records;
- 2) Are not included as contributions for any other Federal award;
- 3) Are necessary and reasonable for accomplishment of project or program objectives;
- 4) Are allowable under subpart E of this part;
- 5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- 6) Are provided for in the approved budget when required by the Federal awarding agency; and
- 7) Conform to other provisions of this part, as applicable.

Unrecovered indirect costs, including indirect costs on cost sharing or matching may be included as part of cost sharing or matching only with the prior approval of the Federal awarding agency. Unrecovered indirect cost means the difference between the amount charged to the Federal award and the amount which could have been charged to the Federal award under the non-Federal entity's approved negotiated indirect cost rate.

Values for non-Federal entity contributions of services and property must be established in accordance with the cost principles in subpart E of this part. If a Federal awarding agency authorizes the non-Federal entity to donate buildings or land for construction/facilities acquisition projects or long-term use, the value of the donated property for cost sharing or matching must be the lesser of paragraph (d)(1) or (2) of this section.

- A) The value of the remaining life of the property recorded in the non-Federal entity's accounting records at the time of donation.
- B) The current fair market value. However, when there is sufficient justification, the Federal awarding agency may approve the use of the current fair market value of the donated property, even if it exceeds the value described in paragraph (d)(1) of this section at the time of donation.

Volunteer services furnished by third-party professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of an approved project or program. Rates for third-party volunteer services must be consistent with those paid for similar work by the non-Federal entity. In those instances in which the required skills are not found in the non-Federal entity, rates must be consistent with those paid for similar work in the labor market in which the non-Federal entity competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, necessary, allocable, and otherwise allowable may be included in the valuation.

When a third-party organization furnishes the services of an employee, these services must be valued at the employee's regular rate of pay plus an amount of fringe benefits that is reasonable, necessary, allocable, and otherwise allowable, and indirect costs at either the third-party organization's approved federally-negotiated indirect cost rate or, a rate in accordance with § 200.414(d) provided these services employ the same skill(s) for which the employee is normally paid. Where donated services are treated as indirect costs, indirect cost rates will separate the value of the donated services so that reimbursement for the donated services will not be made.

Donated property from third parties may include such items as equipment, office supplies, laboratory supplies, or workshop and classroom supplies. Value assessed to donated property included in the cost sharing or matching share must not exceed the fair market value of the property at the time of the donation.

The method used for determining cost sharing or matching for third-party-donated equipment, buildings and land for which title passes to the non-Federal entity may differ according to the purpose of the Federal award, if paragraph (h)(1) or (2) of this section applies.

If the purpose of the Federal award is to assist the non-Federal entity in the acquisition of equipment, buildings or land, the aggregate value of the donated property may be claimed as cost sharing or matching.

If the purpose of the Federal award is to support activities that require the use of equipment, buildings or land, normally only depreciation charges for equipment and buildings may be made. However, the fair market value of equipment or other capital assets and fair rental charges for land may be allowed, provided that the Federal awarding agency has approved the charges. See also § 200.420.

The value of donated property must be determined in accordance with the usual accounting policies of the non-Federal entity, with the following qualifications:

- A) The value of donated land and buildings must not exceed its fair market value at the time of donation to the non-Federal entity as established by an independent appraiser (e.g., certified real property appraiser or General Services Administration representative) and certified by a responsible official of the non-Federal entity as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601–4655) (Uniform Act) except as provided in the implementing

regulations at 49 CFR part 24, "Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally-Assisted Programs".

- B) The value of donated equipment must not exceed the fair market value of equipment of the same age and condition at the time of donation.
- C) The value of donated space must not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately-owned building in the same locality.
- D) The value of loaned equipment must not exceed its fair rental value.

For third-party in-kind contributions, the fair market value of goods and services must be documented and to the extent feasible supported by the same methods used internally by the non-Federal entity.

[2 CFR 200.314, 200.453]

Duplication of Benefits

Recovery from a disaster provides supplementary assistance under the Stafford Act which generally may not duplicate benefits received by or available to the County and may include insurance, other assistance programs, legal awards, or any other source to address the same purpose. The County shall notify Federal funding agencies of all benefits that it receives or anticipates from other sources for the same purpose, and shall seek all such benefits available for recovery. Duplicative funding will result in a reduction of the grant amounts available for the same purpose. Or will result in the County being obligated to repay to the funding agency any duplicative amounts that it receives. Often federal funding sources will serve as primary or secondary sources of funds. Duplication of funds will result in disallowed funds or recouping of funds. [44 CFR 204.62]

The County will make every effort to track carefully and monitor multiple funding sources to ensure that duplicative funding for the same purpose is avoided. This includes insurance, loans and multiple funding sources that is tracked, documented and reported to funding sources.

Financial Management Systems

The County shall have in place financial management systems, including records documenting compliance with Federal regulations, and terms and conditions of the federal award. The systems are sufficient for required reporting and for tracing funds to a level of expenditures adequate to establish that such funds have been used according to the grant terms and conditions and federal regulations. [2 CFR 200.302(a)]

Program Income

Grant recipients are encouraged to earn income to defray program costs as appropriate. If the federal awarding agency does not specify how program income is to be used, then this revenue is either deducted or added to the grant award amount. Program income is used for related, relevant and current costs of the program. [2 CFR 200.307]

Payment Methods

Payment methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the state and the disbursement by the County whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. [2 CFR 200.305(b), 44 CFR 13.20(b)(7)]

Payment / Reimbursement Request Process

Federal grants must be tracked separately for audit purposes. If the County expends at least \$750,000 in federal funds in a calendar year, it is subject to a single audit. For more information, see OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (12-26-2014).

Advances

If the County receives advances from a federal agency, the County will maintain or demonstrate the willingness to have written procedures that minimize the time elapsing between the transfer of funds and disbursement by the County and financial management systems that meet the standards for fund control and accountability. Advance payments of federal funds must be deposited and maintained in insured accounts when possible. If the County receives advance payments, these payments must be kept in an interest-bearing account. If the County receives more than \$120,000 per year or earns over \$500 in interest, the County will have procedures in place to monitor and remit the interest earned on federal funds residing in interest-bearing accounts on an annual basis. [2 CFR 200.305 (b)(8), 44 CFR13.20-21]

Cost Principles

Costs

The County shall spend federal grant funds in accordance with the terms and conditions of the grant award. Therefore, prior to incurring expenses, County employees must be aware of what costs are eligible and what expenses are ineligible under the grant. This section offers information regarding grant costs. [2 CFR 200.302, 44 CFR 13.20-22]

Allowable

Allowable costs are those costs that fit the definition for authorized expenditures as stated in the applicable cost principles.

Allocable

A cost is allocable to a federal award if it is treated consistently with other costs incurred for the same purpose and in like circumstances. The County shall use cost reasonableness practices to ensure that costs are consistent.

Reasonable and Necessary

Costs that the County incurs with grant funds will be specifically for the award, benefit the award and be necessary to the overall operation of the County.

Consistent Cost Treatment

Costs incurred for the same purpose and in like circumstances must all be treated the same. For example, an equipment cost cannot be treated as a direct cost in one instance and an indirect cost in another instance if it was incurred for the same reason and circumstances in both instances.

Audits

During fiscal years in which the County expends at least \$750,000 in federal funds, the County will participate in a compliance audit known as the Single Audit. This will be conducted by an independent auditor and will audit the County compliance with federal grant requirements and the management of expenses and revenues from the federal grants. [2 CFR 200.500, 44 CFR 13.26]

Auditor Selection

Auditor procurement. In procuring audit services, the auditee must follow the procurement standards prescribed by the Procurement Standards in §§ 200.317 through 200.327 of subpart D of this part or the FAR (48 CFR part 42), as applicable. In requesting proposals for audit services, the objectives and scope of the audit must be made clear and the non-Federal entity must request a copy of the audit organization's peer review report which the auditor is required to provide under GAGAS. Factors to be considered in evaluating each proposal for audit services include the responsiveness to the request for proposal, relevant experience, availability of staff with professional qualifications and technical abilities, the results of peer and external quality control reviews, and price. Whenever possible, the auditee must make positive efforts to utilize small businesses, minority-owned firms, and women's business enterprises, in procuring audit services as stated in § 200.321, or the FAR (48 CFR part 42), as applicable.

Restriction on auditor preparing indirect cost proposals. An auditor who prepares the indirect cost proposal or cost allocation plan may not also be selected to perform the audit required by this part when the indirect costs recovered by the auditee during the prior year exceeded \$1 million. This restriction applies to the base year used in the preparation of the indirect cost proposal or cost allocation plan and any subsequent years in which the resulting indirect cost agreement or cost allocation plan is used to recover costs.

Use of Federal auditors. Federal auditors may perform all or part of the work required under this part if they comply fully with the requirements of this part. [2 CFR 200.509]

Documentation

In general, financial records and all supporting documents pertinent to the federal grant award must be retained for a period of three (3) years from the date of close out or final expenditure submission or report. Awarding federal agencies may have varying record retention requirements which the County shall follow according to the grant award. [2 CFR 200.333]

Grant records must include the following identification as applicable:

- A) Catalog of Federal Domestic Assistance (CFDA) title and number, federal award identification number, award year, name of the federal agency, and identification of the state agency acting as a pass-through entity
- B) Accurate, current and complete disclosure of the financial results of the grant
- C) Submitted performance and financial reports as required

In addition, the following will be included in the documentation file: journal entries, general ledger reports, personnel and payroll records, proof of payment, invoices, procurement documentation, awards, applications, and miscellaneous reports. Reports generally include actual accomplishments to the objectives of the grant award, reasons why goals were not met, and additional pertinent information including when applicable analysis and explanation of cost overruns or high unit costs. [2 CFR 200.328 (b)(2)] The County should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper. [2 CFR 200.335]

The following agencies shall have access to any documents pertinent to the grants: awarding agency, Inspectors General, the Comptroller General of the United States, and the State as a pass-through entity, or any of their authorized representatives. This also includes timely, reasonable and allowed access to the County's records for the purpose of interview and discussion related to such documents. The rights of access do not follow the record retention schedule rather remain in effect as long as records are retained. [2 CFR 200.336]

Exceptions to access:

- A) For records related to litigation, claims or audits started before the three-year retention period expires, the federal award recipient must retain records until all actions have been resolved and final dispositive action related to the litigation, claims, or audits has occurred.
- B) For real property and equipment, records must be retained for three years from the date of final disposition of the property.
- C) When the federal awarding agency maintains the records, the three-year retention requirement does not apply to the federal award recipient.
- D) For program income received after the period of performance, the federal award recipient must retain such records for three years after the end of the federal award recipient's fiscal year during which the program income was earned. For example, if a federal award recipient concludes its period of performance in 2015, but earns program income in 2017, then it must maintain those program income records for three years after the end of 2017.

Grants will vary in documentation retention. County staff responsible for grant implementation and management must know and follow the specific documentation and retention policies of the applicable grant and related rules and regulations.

Grant Reporting

Grants awarded to the County may require progress, programmatic and financial reports to be submitted to the granting organization. Accurate and timely reporting is critical to maintaining a good relationship with the grantor. It is recommended that with each grant award, the coordinator carefully reviews the grant agreement, lists all due dates, and inserts these into a calendar system. Reports may include the following:

- A comparison of actual accomplishments to the objectives of the federal award established for the period.
- Where the accomplishments of the federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful.
- The reasons why established goals were not met, if appropriate.
- pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Construction performance reports may include on-site technical inspections and certified percentage of completion data to monitor progress.

Significant developments would include events that occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the County must inform the federal awarding agency as soon as the following types of conditions become known:

- Problems, delay, or adverse conditions which will materially impair the ability to meet the objective.
- This disclosure must include a statement of the action taken, or contemplated and any assistance needed to resolve the situation.
- Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

The federal awarding agency may make site visits as warranted by program needs. [2 CFR 200.327-329]

B) Funding Department Rules

In addition to the guidance in 2 CFR Part 200, Federal government departments will have their own grant rules and regulations that must be followed. Project managers and grant management staff shall work closely to ensure that these requirements are met.

C) Additional Federal Provisions

Any federal provisions required by a grant contract, shall be adhered to and complied with, including but not limited to:

- Affirmative Action Plan Program in compliance with Presidents Order 11246 of September 24, 1966, as amended
 - Executive Order 11246 requires affirmative action and prohibits federal contractors from discriminating on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractors also are prohibited from discriminating against applicants or employees because they inquire about, discuss, or disclose their compensation or that of others, subject to certain limitations.
- Age Discrimination Act of 1975 – 42 U.S.C. § 6101 *et seq.*
 - The Age Discrimination Act of 1975 prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance. The Act, which applies to all ages, permits the use of certain age distinctions and factors other than age that meet the Act's requirements.
- Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101 *et seq.*
 - Section 504 of the Rehabilitation Act of 1973 prohibits discrimination of people with disabilities. The County, as a recipient of federal funds adopts a policy of nondiscrimination on the basis of disability. The County's programs and activities shall be accessible to, and usable by, qualified persons with disabilities, in accordance with Section 504, and the Americans with Disabilities Act (ADA). The County conducted a Section 504 Self-Evaluation and drafted a transition plan and that is reviewed annually. Citizens requiring assistance may contact the County.
- Title VI of the Civil Rights Act of 1964 – 42 U.S.C. § 2000 *et seq.*
 - Title VI prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives Federal funds or other Federal financial assistance.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act)
 - The County will adhere to the Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, because of race, color, religion, sex (including gender, gender identity, sexual orientation, and sexual harassment), familial status, national origin, and disability.
- Drug Free Workplace Act of 1988 – 41 U.S.C. § 701 *et seq.*
 - The County is committed to a safe, healthy, and productive work environment for all employees, free from the effects of illegal or non-prescribed drugs and alcoholic beverages. Use of drugs and alcohol alters employee judgment resulting in increased safety risks, employee injuries, and faulty decision making. Therefore, the possession, use, and/or sale of controlled substances or alcohol on County premises or during work time is prohibited. Furthermore, working after the use of alcohol, a controlled substance or abuse of any other substance is prohibited. See the Gilpin County Employee Handbook for more.
- Protection for Whistleblowers – 41 U.S.C. § 4712

- An employee of a contractor, subcontractor, grantee, subgrantee, or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.
- Davis-Bacon Act of 1931 – 40 U.S.C § 3141-3148
 - The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.
 - Before external work is started, it must be determined if the Davis-Bacon Act is applicable to the funding agreement. If it is applicable, grant management staff is responsible for reporting this fact to the County Manager, who may require additional information, or for additional internal approvals and controls to be established for the project prior to moving forward.
 - The project manager and grant management staff shall work closely together to ensure compliance with monitoring and reporting requirements related to the Davis-Bacon Act.
 - All related subrecipient agreements and procurement documents and contracts will specify that the Davis-Bacon Act must be adhered to. At times, a third party may be contracted to monitor and report on Davis-Bacon requirements for an award or contract.
- Immigration and Nationality Act (INA) – 8 U.S.C. § 1324a (e) [§ 274A(e)]
 - It is unlawful for a person or other entity-(A) to hire, or to recruit or refer for a fee, for employment in the United States an alien knowing the alien is an unauthorized alien (as defined in subsection (h)(3)) with respect to such employment, or (B)(i) to hire for employment in the United States an individual without complying with the requirements of subsection (b) or (ii) if the person or entity is an agricultural association, agricultural employer, or farm labor contractor (as defined in section 1802 of title 29), to hire, or to recruit or refer for a fee, for employment in the United States an individual without complying with the requirements of subsection (b).
- Lobbying provisions – 31 U.S.C. § 1352
 - As applicable, all lobbying provisions related to a funding source and funding agreement will be followed. This includes all federal lobbying provisions.
- Equal Opportunity Employment – 41 CFR § 60.1.4(b)
 - Gilpin County is an equal opportunity employer. See the Gilpin County Employee Handbook for more.
- Copeland Anti-Kickback Act – 18 U.S.C. § 874
 - The Copeland Act’s Anti-Kickback provision prohibits contractors and subcontractors performing work on covered contracts from in any way inducing an employee to give up any part of the compensation to which he or she is entitled. The Copeland Act and implementing regulations also require contractors and subcontractors performing on covered contracts to pay their employees on a weekly basis and in cash or a negotiable instrument payable on demand and to submit weekly payroll reports of the wages paid to their laborers and mechanics during the preceding payroll period. Additionally, the Act’s regulations at 29 CFR §§ 3.5 and 3.6 list

payroll deductions that are permissible without the approval of DOL and those deductions that require consent of DOL and prohibit all other payroll deductions.

- Section 3 Act of 1968, as amended
 - This rule applies to HUD funding, including Community Development Block Grants (CDBG) and CDBG Disaster Recovery (CDBG-DR). Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) ("Section 3"), requires to the greatest extent feasible, that employment and other economic and business opportunities generated by the HUD financial assistance are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance and business concerns that provide economic opportunities to low- and very-low-income persons.
 - It is the County's policy to ensure that there are equal employment opportunities without regard to race, color, religion, sex, national origin, disability, and other protected classes. Further, it is the County's policy to monitor contractors to ensure they create employment and business opportunities for area residents.
 - Reference to Section 3 must be included in all HUD solicitation packages and in contracts. Much of the work on meeting this requirement falls with contractors. Therefore, the County is responsible for informing contractors and monitoring to ensure that this requirement is met. This also applies to subcontractors.
 - Threshold amounts will apply to ensure the most current information is used.
 - The Colorado Department of Local Affairs has a HUD CDBG Section 3 reference manual available for use.
- Federal Age Discrimination Act of 1975
 - The Age Discrimination Act of 1975 prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance. The Act, which applies to all ages, permits the use of certain age distinctions and factors other than age that meet the Act's requirements.

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Samuel Bower, Administrative Analyst, County Manager's Office
Date: April 30, 2024
Item: Resolutin 24-80, Amending the Master Policy & Procedure Manual, P-18, Funding of Outside Organizations Policy
Requested Action: Resolution
Public Hearing: No

I. **REQUEST OR ISSUE:**

This resolution amends the Master Policy & Procedure Manual to include P-18, Funding of Outside Organizations Policy. Specifically, this policy provides for eligibility requirements, the process for outside organizations to request funding and the Board to approve or deny requests, and for auditing and reporting requirements for any organizations that do receive funding. The resolution also authorizes the Finance Department to work in conjunction with the County Manager's Office to develop an application to be included with the policy as Appendix A.

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

Approve the resolution.

III. **FISCAL IMPACTS:**

Yes. This policy affects the funding of outside organizations during the annual budget process.

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-18, FUNDING OF OUTSIDE ORGANIZATIONS 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, it has been identified by County staff the need to provide a policy that outlines the process for outside organizations to request funding through the annual budget process; and

WHEREAS, this policy delineates the eligibility requirements for outside organizations which includes the need to be a non-profit or government agency, to have been in operation for at least two years, and a significant geographic interest in Gilpin County; and

WHEREAS, this policy sets out certain financial audit and reporting requirements for organizations receiving funding; and

WHEREAS, this policy sets out the process by which the process for organizations to request funding and for the BoCC to approve or deny that funding.

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

1. That the Board approves and adopts the amended Master Policy & Procedure Manual with the inclusion P-18, Funding of Outside Organizations Policy.
2. The Board authorizes the Finance Department in conjunction with the County Manager’s Office to develop an Outside Organization Funding Application to be included with the policy as Appendix A.

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



Document Number:	P - 18
Document Name:	Funding of Outside Organizations Policy
Effective Date:	Upon Adoption
Document Status:	Pending
Authority:	County Manager
Purpose:	To provide for controls for requests for funding from outside organizations.

1.0 Purpose of the Funding of Outside Organizations Policy

- 1.1 This policy serves to set parameters and establish guidelines for the funding of outside agencies to ensure transparency, accountability, consistency, and adherence to best practices. This policy also establishes eligibility criteria for outside agencies and the required public process for consideration and allocation of funding by the Board of County Commissioners.

2.0 Scope

- 2.1 Non-profit organizations serve an important role in improving the quality of life for residents of Gilpin County by delivering services in a cost-effective manner through the use of partnerships.
- 2.2 To that capacity, the Board of County Commissioners (BoCC) approves annual budgets that may include appropriations for non-profit organizations. Any receiving organization must meet one of the following conditions:
 - 2.2.1 The organization must demonstrably contribute to meeting the County's strategic objectives or that are consistent with the goals and services of County government.
 - 2.2.2 The organization must provide for the delivery of services that the County either does not provide, that can be achieved in a more efficient or effective manner, or which enhance a County function or service.

3.0 Outside Organization Eligibility Criteria

- 3.1 Outside organizations and their respective program(s) must be a nonprofit or governmental entity.
- 3.2 All nonprofits shall verify their nonprofit status by submitting an Internal Revenue Service (IRS) tax exempt letter confirming 501 (c)(3), an IRS 990 or 990 EZ form, and a current Certificate of Registration from the Colorado Secretary of State.
- 3.3 Outside organizations must be incorporated and must not have had their revenue suspended by the Colorado Secretary of State or have overdue federal, state, or local taxes.
- 3.4 Outside organizations that receive or apply for funding must have been in operation for at least two years by December 31 of the year preceding the application deadline or the budget

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Last Modified On: 3/25/24
Original Date: 5/9/22



year preceding the current budget year. This requirement may be waived on a case-by-case basis via BoCC resolution.

- 3.5 Eligible organizations must have a governing board and submit a current board roster.
- 3.6 Program(s) and / or service(s) provided by outside organizations must be available to all Gilpin County residents who meet the eligibility requirements of the program(s) or service(s). All program(s) and / or service(s) must comply with state and federal statutes related to protected classes.
- 3.7 Outside organizations must provide a disclosure of any potential conflicts of interest.
- 3.8 Outside organizations must adhere to any accountability standards set by the BoCC and as required by State or Federal law. This includes complying with all financial and performance measurement requirements and reporting, terms of contracts and / or memorandums of understanding. Funds will not be released to outside organizations until all financial, performance, contract or memorandum, and deadlines are met. All deadlines for reporting and for delivery of any follow-up information will be clearly stated in writing and included in any agreement between the County and the outside organization.
- 3.9 Any outside organization that receives or is set to receive funding must meet all eligibility requirements, and it may not use a funding agent or other third-party arrangement to meet eligibility requirements.
- 3.10 Organizations must have a significant geographic interest in Gilpin County.

4.0 Funding Procedures

- 4.1 All funding of outside organizations must be evaluated, discussed, and awarded or appropriated by the BoCC as part of a public meeting. This can be done as either part of the annual budget deliberation and adoption process or as an agenda item at a regular or special meeting.
- 4.2 On or before July 1 of each year, the County shall release notice of a request for funding request submissions from outside organizations. Any organization that wishes to request funding must complete an Outside Organization Funding Application, and provide all required documentation by the advertised deadline for the annual budget consideration or the BoCC agenda deadline for mid-year requests. A copy of the Outside Organization Funding Application is attached to this policy as Appendix A.
- 4.3 Not all requests for funding will be accepted, or may be funded for less than requested. Unless extenuating circumstances exist, most requests should be brought before the BoCC for consideration as part of the annual budget and not as a mid-year appropriation.
- 4.4 The BoCC will approve final funding for all outside organizations.



- 4.4.1 Applicants will be notified within thirty (30) days of budget adoption or midyear funding approval.
- 4.4.2 A revised scope of work and budget reflecting the final award amount will be required of outside organization that receive an amount that differs from the amount reflected in their application prior to contract execution.
- 4.5 An organization that is awarded funds must accept the funds by the completion of a contract agreement which must be signed by an authorized member of the organization and the County Manager or a designated staff person.
- 4.6 The contractual agreement must be signed by the outside organization and returned to the County no later than thirty (30) days from the date the contract was received by the outside organization. Failure to meet this deadline may result in funding awards being withdrawn.
 - 4.6.1 No major changes in activities, financing, or use of funds can occur after contract signing without the outside organization requesting and receiving approval for any changes in writing from the County Manager or a designated staff person.

5.0 Reporting and Monitoring

- 5.1 Related to the organization's scope of services included as part of the contractual agreement, all organizations approved for funding will be required to submit a financial and programmatic mid-year report by January 15 and a year-end report by July 15.
 - 5.1.1 The report must indicate the extent to which County funds have been spent and the goals and objectives are being achieved and / or have been achieved.
 - 5.1.2 If performance is not at the expected level, the agency must submit an explanation for the deviation and describe actions it will take to remedy the situation.
- 5.2 Annual Organization Financial Reporting.
 - 5.2.1 Any outside organization that receives \$25,000 or more of funding must submit a financial audit at its own expense. The audit must be conducted by a certified public accountant with two-year comparative financials. Additional information may be requested if required to understand the financial statements of the organization.
 - 5.2.2 Any outside organization that receives less than \$25,000 but more than \$2,000 must submit financial statements that have been prepared by an accounting professional and approved by the organization's governing board with two-year comparative financials. Additional information may be requested if required to understand the financial statements of the organization.
 - 5.2.3 Any outside organization that receives less than \$2,000 is not subject to reporting requirements.
 - 5.2.3 All potential conflicts of interests must be disclosed as part of reporting. This could include, but is not limited to, an arrangement between a key member of management, a close family member or key management staff, an apparent or subsidiary company, or a member of the managing board. Typical arrangement could include, but is not limited to, purchases, loans, and receivables.

Last Modified By: Sam Bower
Document Owner: Ray Rears

Last Modified On: 3/25/24
Original Date: 5/9/22

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Samuel Bower, Administrative Analyst, County Manager's Office
Date: April 30, 2024
Item: Resolution 24-72, Amending the Master Policy and Procedure Manual, P-16, Letter of Support Policy
Requested Action: Resolution
Public Hearing: No

I. REQUEST OR ISSUE:

This resolution amends the Master Policy & Procedure Manual to include P-16, Letter of Support Policy. Staff identified there was a need for this policy primarily to guide the process of outside organizations to submit letters of support for the BoCC's consideration. This policy provides for additional requirements on top of those already outlined in P-3, BoCC Agenda Policy. The policy also asserts the BoCC's power to determine the stance of Gilpin County as a whole by requiring staff to bring letters to the BoCC that would express support on behalf of the whole county.

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-16, LETTER OF SUPPORT 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, it has been identified by County staff the need to delineate how letters of support are requested and approved by the BoCC in order to express support for initiatives on behalf of Gilpin County; and

WHEREAS, the BoCC Agenda Policy, P-3, outlines the requirements of submitting items for consideration by the BoCC; and

WHEREAS, the Letter of Support Policy, P-16, only outlines additional requirements on top of the BoCC Agenda Policy for the submission of letters of support to the BoCC.

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-16, Letter of Support Policy.

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



Document Number:	P - 16
Document Name:	Letter of Support Policy
Effective Date:	Pending
Document Status:	Pending
Authority:	Board of County Commissioners
Purpose:	To formalize and provide reasonable requirements for individuals and organizations to request letters of support from the BoCC

1.0 Purpose and Scope

- 1.1 The Gilpin County Board of County Commissioners (BoCC) is solicited for letters of support from time to time, typically in the context of competitive grant applications or issues of concern. This policy serves to ensure a fair and transparent process for providing letters of support that align with the County's goals and values.
- 1.2 This policy applies to all requests for a letter of support both internally by staff and externally by outside individuals or organizations.
- 1.3 Only the BoCC shall be permitted to sign letters showing support of the County. Staff, at any level, are not permitted to sign letters showing support of the County, but are encouraged to submit a request to the BoCC for such.

2.0 Requirements

- 2.1 Organizations and their associated projects are eligible to receive a letter of support when they meet the following criteria:
 - 2.1.1 Possesses a valid registration in good standing with the Colorado Secretary of State.
 - 2.1.2 The project, program, or initiative has a direct impact on the County and its residents.
 - 2.1.3 The project, program, or initiative aligns with the County's strategic goals and priorities.
 - 2.1.4 Is in compliance with all applicable local, State, and Federal laws and regulations.
- 2.2 Any request for a letter of support made to the BoCC shall, at a minimum, contain the following:
 - 2.3.1 Name of the individual, group, or organization requesting.
 - 2.3.2 Name of the grant and funding agency if applicable.
 - 2.3.3 The name of the individual or institution to which the letter should be addressed.
 - 2.3.4 The address of the individual or institution to which the letter should be addressed.
 - 2.3.5 Instructions for the mail or digital delivery of the letter.
 - 2.3.6 A narrative description highlighting the objectives of the grant or initiative, why the BoCC ought to support the grant or initiative, and how and where the BoCC's letter will be shared and distributed.
 - 2.3.7 Any deadlines associated with the reception of the signed letter.



- 2.3 Following approval, the Chair of the BoCC shall sign the letter on behalf of the BoCC. The Clerk to the BoCC shall deliver the letter according to the instructions provided by the requestor.
- 2.4 The requirements above may be waived by the County Manager assuming the prospective letter is shared with all commissioners with each providing individual approval. The letter will be retroactively approved by the BoCC at their next Regular Meeting.

3.0 Submittal

- 3.1 All letter of support requests shall be submitted before the BoCC at a regular meeting in accordance with P-3, BoCC Agenda Policy.

AGENDA ITEM

Staff Report

To: Board of County Commissioners
From: Brad Benning, County Attorney , County Attorney's Office
Date: April 30, 2024
Item: Resolution 24-70 Authorizing the Execution of Real Property Lease Agreement with Gary Gambino
Requested Action: Resolution
Public Hearing: No

I. **REQUEST OR ISSUE:**

It is necessary to use and prove use in order to retain water rights in the State of Colorado. Since Gilpin County does not use the 4 inches of the Church Ditch water rights that they own, historically, they have leased it out to Gary Gambino and 5 other landowners who need it for irrigation. This is the annual lease for the 4 inches of the Church Ditch Water rights for the 2024 growing season.

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

Approve and execute 2024 Church Ditch Water Lease.

III. **FISCAL IMPACTS:**

Yes. Minimal financial impacts as the lessor's cover the cost of the annual Church Ditch Water Authority Carriage Charge (\$740.00) in addition to the \$35.00 fee associated with the lease transfer and any other fees required by the Church Ditch Water Authority.

IV. **LEGAL ISSUES:**

None.

V. **ENVIRONMENTAL IMPACTS:**

None.

VI. **ALTERNATIVES:**

N/A

BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF GILPIN

RESOLUTION AUTHORIZING THE EXECUTION OF REAL PROPERTY LEASE AGREEMENT WITH GARY GAMBINO

WHEREAS, Gilpin County, Colorado (the "Lessor"), 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 lease any real or personal property, either as lessor or lessee, when deemed by the Board of County Commissioners to be in the best interest of the County and its inhabitants;

WHEREAS, Gilpin owns four (4) inches of Church Ditch water rights ("Gilpin's 4 Inches"), which are not needed in 2024 for County purposes.

WHEREAS, Lessee owns land under the Church Ditch with a need for irrigation water and that is legally irrigable with Church Ditch water.

WHEREAS, Lessee is also the contact person for five (5) other owners of land ("Other Landowners") under the Church Ditch with a need for irrigation water and that is legally irrigable with Church Ditch water.

WHEREAS, Lessee and the Other Landowners are in need of Gilpin's 4 Inches for irrigation use on the Land.

WHEREAS, the Lessor desires to lease Gilpin's 4 Inches, taken out at headgate number 75 on the Church Ditch for use on the Land.

NOW THEREFORE, be it resolved by the Board of County Commissioners of the County of Gilpin, Colorado that the Board finds that the Lease Agreement between Gilpin County and Gary Gambino is deemed to be in the best interest of the County and its inhabitants.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF GILPIN COUNTY

Deputy Clerk to the Board

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 Clerk to the Board, County of Gilpin.

My commission expires: _____

Witness my hand and official seal.

Notary Public

CHURCH DITCH WATER RIGHTS LEASE

This Water Rights Lease ("Lease") is entered into between Gilpin County, Lessor ("Gilpin"), whose address is 203 Eureka Street, Central City, CO 80427, and Gary Gambino, Lessee ("Lessee"), whose address is 11950 W. 76th Avenue, Arvada, CO 80005, and collectively referred to as the "Parties" or individually as a "Party".

WHEREAS, Gilpin owns four (4) inches of Church Ditch water rights ("Gilpin's 4 Inches"), which are not needed in 2024 for County purposes.

WHEREAS, Lessee owns land under the Church Ditch with a need for irrigation water and that is legally irrigable with Church Ditch water.

WHEREAS, Lessee is also the contact person for five (5) other owners of land ("Other Landowners") under the Church Ditch with a need for irrigation water and that is legally irrigable with Church Ditch water.

WHEREAS, Lessee and the Other Landowners are in need of Gilpin's 4 Inches for irrigation use on their respective lands ("Land").

WHEREAS, Lessee wishes to lease Gilpin's 4 Inches for irrigation use on the Land.

WHEREAS, Lessee proposes to take Gilpin County's 4 Inches out of the Church Ditch at headgate number 75 on the Church Ditch for use on the Land.

In consideration of the foregoing and other good and valuable consideration, the Parties agree as follows:

1. Gilpin leases its 4 Inches to Lessee for the 2024 irrigation season, subject to the terms of this Lease.
2. This Lease and its effectiveness are contingent upon Lessee paying Gilpin seven hundred forty dollars (\$740.00), which amount shall be due and payable upon Gilpin's signing of the Lease. Gilpin will provide Lessee with a signed copy of this Lease when it receives full payment of this amount. If this amount is not paid by Lessee within seven (7) days of notice from Gilpin that the Lease was signed, Gilpin may cancel the Lease.
3. Lessee shall also pay the Church Ditch Water Authority its thirty-five-dollar (\$35.00) lease transfer processing fee and any other fees required by the Church Ditch Water Authority.
4. Lessee shall also pay any other charges or assessments related to Gilpin's 4 Inches that become due to the Church Ditch Water Authority during the term of this Lease.
5. The term of this Lease shall be for the 2024 irrigation season only.
6. The Church Ditch Company may rely on this Lease as a request to deliver Gilpin's 4 Inches to Lessee in 2024 at headgate number 75 or at such other lawful headgate within the Church Ditch system as Lessee may direct.

Signed 4/22 GRG

7. Lessee represents and affirms that Gilpin's 4 Inches will be used for irrigation on the Land during the 2024 irrigation season and that the Land is below the Church Ditch and legally irrigable with Church Ditch water rights.
8. Lessee may use Gilpin's 4 Inches for irrigation of the Land and in doing so may provide water available under Gilpin's 4 Inches to the Other Landowners for that purpose. Lessee shall not be allowed to sublease or otherwise provide water available under Gilpin's 4 Inches without Gilpin's express written consent.
9. Lessee represents and agrees that if Church Ditch water is available for irrigation use Gilpin's 4 Inches will be the first water used to irrigate the Land when water is needed.
10. Lessee represents and agrees that Gilpin's 4 Inches will be used during the 2024 irrigation season to the maximum extent of crop needs on the Land.
11. Lessee is responsible for following the Rules and Regulations of the Church Ditch Water Authority.
12. Within thirty (30) days of its execution of this Lease, Lessee shall provide Gilpin with the following information with regard to the use of Gilpin's 4 Inches:
 - a) A map and description of the Land to be irrigated;
 - b) The number of acres to be irrigated;
 - c) A description of what, if any, other water or water rights will be used to irrigate the same acres;
 - d) Description of the types of crops that will be irrigated; and
 - e) The anticipated monthly amount of Gilpin's 4 Inches expected to be needed for this irrigation use.
13. Within thirty (30) days after conclusion of the 2024 irrigation season, Lessee shall provide Gilpin with a summary of the amount of water used for irrigation on the Lands, including the following information:
 - f) A map and description of the acres of Land irrigated;
 - g) The number of acres irrigated;
 - h) If available, measured or recorded water deliveries applied to the Land for irrigation;
 - i) If actual measurements or recordings of deliveries are not available, an estimate of monthly water deliveries of Gilpin's 4 Inches; and
 - j) A description of crops grown and, if available, the actual or an estimate of amount of each crop produced.
14. If Lessee fails to timely perform any of its obligations under this Lease and does not cure the default within fourteen (14) days of receiving notice from Gilpin of the default, Gilpin County may cancel the Lease. If Lessee fails to timely cure any default, Gilpin may cancel this Lease and shall be entitled to keep any monies paid by Lessee as liquidated damages.
15. Lessee agrees to indemnify, save, protect, and hold Gilpin harmless from and against any and

16. all liabilities and costs of defense resulting from claims of the Other Landowners or any other third parties related to Gilpin's 4 Inches or arising from performance under this Lease, including by way of illustration and not by way of limitation, attorneys' fees, expert fees, and damages. Lessee further waives and releases any claim against Gilpin arising from any loss, damage, or personal injury Lessee or anyone else may suffer related to Gilpin's 4 Inches. Lessee shall be solely responsible for the use and resulting consequences of using Gilpin's 4 Inches.
17. By executing this Lease, Gilpin does not in any way, limit or impair any rights, defenses or limitations applicable under the law it has including, but not limited to, Article II, Section I of the Colorado Constitution or pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq.
18. This Lease represents the entire and integrated agreement between Gilpin and Lessee and it supersedes all prior negotiations, representations, or agreements, either written or oral. This Lease may be amended only by written instrument signed by both Gilpin and Lessee.
19. No Third-Party Beneficiaries. Nothing contained in the Lease shall create a contractual relationship between Gilpin and anyone who is not a party to the Lease, or a cause of action against Gilpin County in favor of anyone who is not a party to the Lease or rights in any third party.
20. Severability and Waiver. In the event that any provision in the Lease is deemed to be null and void as a matter of law, then such provision shall be deemed severed from this Lease and all other provisions shall remain in full force and effect. If the application of any provision of the Lease to a particular circumstance conflicts with any Laws or Regulations and is held to be invalid or unenforceable as so applied, such invalidity or unenforceability shall not affect the application of such provision in other circumstances for which it is valid and enforceable. Where the effect of any severability would deprive a Party of a material benefit of its bargain under the Lease, the invalid or unenforceable provision shall not be severed, and such Party may instead terminate the Lease. The failure of either Party to insist in any one or more instances, upon performance of any of the terms, covenants, or conditions of this Lease; or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or rights in connection with that occurrence or with respect to future or further performance.
21. Colorado law shall govern the interpretation and enforcement of this Lease and the resolution of any claims and defenses asserted by and between the Parties to this Lease arising out of their acts, errors or omissions in conjunction with the Lease. Venue for any dispute arising under the terms hereof shall lie in the District Court in and for the County of Gilpin, State of Colorado.
22. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be considered an original, and all of which, when taken together shall constitute one and the same instrument.

GILPIN COUNTY

Susan Berumen, Chair
Gilpin County Board of County Commissioners

Date signed: _____

LESSEE

Gary R Gambino

Gary Gambino
11950 W. 76th Avenue, Arvada, CO 80005

Date signed: _____ April 22, 2024 _____



Gilpin County Attorney

Tel: 303-515-4377

Fax: 303-582-5440

bbenning@gilpincounty.org

April 22, 2024

RE: County Attorney's Office Report for April 30, 2024 BoCC Meeting

1. Water Rights Investigations and working with consultants on several matters
2. Working on Roads Memo.
3. Assisting Admin with ADA Website et al. Accessibility Compliance mandated by HB21-1110.
4. Fruitful meeting draft 1041 Regs. – Brad Benning meeting with Tom Neer and Rob Gutierrez to update and add to mapping of interchanges, interchange buffer areas, wildlife corridors, watersheds, significant water bodies, streams, tributaries, areas of biodiversity significance, and for scale and location significant roads for reference, and Central City and Black Hawk city boundaries for reference.
5. Attended DOLA Local Government meeting on water supplies and funding
6. Considering new ordinance or revisions to existing County Ordinance HB24-1371 based on pending HB24-1371 requiring licensing of all massage business employees in the County and in cities if requested.
7. Working with Clerk and Recorder and her office regarding election messaging to public and upcoming elections.
8. Contract review, follow up with contactors, and finalized certain additional contracts:
 - a. IGA with Nederland for emergency shelter use - waiting on Nederland's - Additional review and follow up with OEM Director Melissa and with Nederland
 - b. Working with Martin Marietta on shooting range lease for 2024
9. Working on contract for GC-Jefferson Center housing project
10. County Road Litigation: Worked with CTSI to obtain assistance of legal counsel; collaborating with and assisting legal counsel in litigation. Working with legal counsel on information regarding litigation and draft Answer to Complaint.
11. Working on matter involving Sheriff's Office and enforcement of property trespassing matter and/or possible zoning/building code violations.
12. Following up on additional questions regarding issues involving trademark in Colorado for Gilpin County seal.
13. Reviewing how best to work with the local fire districts and authorities, state, federal, and local governments, the Colorado Department of Public Safety (Division of Fire Suppression and Control, the Colorado Division of Water Resources, and the public to identify qualifying fire suppression ponds in Gilpin County through historic maps or other evidence for this purpose.
14. Reviewing issue of County social media and retention policies for such media.
15. Timely addressed CORA requests.
16. Discussed questions from Commissioner Mornis on election matters.

P.O. Box 366
203 Eureka Street
Central City, CO 80427

17. Attended monthly UCCWA meeting and asked for information on projects by wastewater facilities to deal with discharge of warm waters impacting stream systems ecology etc... and on matters memorializing legal basis – 208 Agency - UCCWA.

County Managers' Report

April 30, 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
 - May 14, 2024
 - Work Session Schedule (tentative)
 - Legislative Discussion (virtual)
 - As Needed
 - May 21st
 - Tour?
 - June 4th, July 30th, August 20th, September 17th, October 1st, November 5th, December 3rd
- Broadband
 - Partnerships explored / Grants explored
- Records/Files Scanning Project / Courthouse – ongoing,
- Lobbyists meetings
- GAA Board activities
- CCEDC Board activities
- IT Specialist – Open Position
- Deputy Clerk to the BoCC – Open Position
- Legislative matters, onboarding staff, contract review, 1041, election security
- Building Plan Review and Inspection Services – Town Hall
 - – Old Courthouse - Wed. May 8th, 6 p.m.
- US 6 Construction Closure Update
 - Black Hawk
- Central City / Clear Creek Superfund Site – Community Meeting
 - United Center, 1440 Colorado Boulevard, Idaho Spring – 5:30 p.m.
- Colorado Managers Conference – Attended
- Peak to Peak Creative Corridor Meeting – Attended
- Resolution Training – Attended
- Moffat Tunnel Lease – First Stakeholder Meeting
- Rollinsville – Work Session - Attended

2024 Grant Snapshot as of 4/24/2024					
Status	Start Date	End Date	Name	Funder	Award Amount
Active	1/24/2024	12/31/2024	CPW Impact Assistance Grant 2024 (for 2023 tax year)	CPW - Colorado Parks and Wildlife	\$3,519.62
Active	7/6/2023	12/26/2025	ImageCast X (ICX) Printer Grant	CDOS - Colorado Department of State	\$3,250.00
Active	2/2/2024	8/31/2024	Brownfields Environmental Assessments	EPA - Environmental Protection Agency, Region 8	\$75,000.00
Active	2/12/2024	12/31/2024	Charge Ahead Colorado	CEO - Colorado Energy Office	\$62,500.00
Active	2/22/2024	9/30/2026	Strong Communities Planning Grant Program	DOLA - Colorado Department of Local Affairs	\$200,000.00
Active	6/8/2023	4/30/2024	Tourism Management Grant 2023	OEDIT - Office of Economic Development and International Trade, CTO - Colorado Tourism Office	\$20,000.00
Active	11/27/2023	4/5/2024	CLG Scholarship Grant 2024	SHPO - History Colorado (State Historic Preservation Office)	\$1,000.00
Active	1/11/2024	10/31/2024	Broadband Technical Assistance Program	CBO - Colorado Broadband Office	\$80,000.00
Active	5/31/2023	6/30/2024	CDA Noxious Weed Management Fund 23 - 24	CDA - Colorado Department of Agriculture	\$3,174.00
Active	10/13/2022	12/31/2027	Local Assistance and Tribal Consistency Fund (LATCF)	USDT - United States Department of the Treasury	\$100,000.00
Active	12/8/2023	4/30/2024	DOLA Gaming Grant 2023	DOLA - Colorado Department of Local Affairs	\$2,233,783.30
Active	9/1/2019	12/31/2023	Alan Green Foundation Grant 2019 - Snow Plow	Alan Green Foundation	\$600.00
Active	5/30/2023	6/30/2024	Colorado Blueprint to End Hunger, Supplemental Colorado Food Pantry Assistance Grant (FPAG)	CDHS - Colorado Department of Human Services (Contracted through Trailhead Institute)	\$15,000.00
Active	7/1/2023	6/30/2024	DHS Programs Human Services Annual Allocations - Administration	CDHS - Colorado Department of Human Services	\$125,602.00
Active	7/1/2023	6/30/2024	DHS Programs Human Services Annual Allocations - Adult Protection Administration & Client Services Fund	CDHS - Colorado Department of Human Services	\$25,600.00
Active	7/1/2023	6/30/2024	DHS Programs Human Services Annual Allocations - Child Care	CDHS - Colorado Department of Human Services	\$130,195.00
Active	7/1/2023	6/30/2024	DHS Programs Human Services Annual Allocations - Child Welfare (100)	CDHS - Colorado Department of Human Services	\$29,058.00
Active	7/1/2023	6/30/2024	DHS Programs Human Services Annual Allocations - Child Welfare (80/20)	CDHS - Colorado Department of Human Services	\$288,712.00
Active	7/1/2023	6/30/2024	DHS Programs Human Services Annual Allocations - Child Welfare (90/10)	CDHS - Colorado Department of Human Services	\$58,513.00
Active	7/1/2023	6/30/2024	DHS Programs Human Services Annual Allocations - Core Services	CDHS - Colorado Department of Human Services	\$75,147.00
Active	7/1/2023	6/30/2024	DHS Programs Human Services Annual Allocations - Low Income Energy Assistance Programs (LEAP) Outreach	CDHS - Colorado Department of Human Services	\$20,000.00
Active	7/1/2023	6/30/2024	DHS Programs Human Services Annual Allocations - Temporary Assistance for Needy Families (TANF)	CDHS - Colorado Department of Human Services	\$100,611.00
Active	9/1/2023	12/31/2024	Alan Green Foundation Grant 2023 - Snow Plowing Program for Vulnerable Adults	Alan Green Foundation	\$2,000.00
Active	9/30/2023	12/31/2024	Alan Green Foundation Grant 2023 - Food Pantry	Alan Green Foundation	\$5,000.00
Active	9/30/2023	12/31/2024	Alan Green Foundation Grant 2023 - Senior Lunch Program	Alan Green Foundation	\$1,700.00
Active	1/1/2024	12/31/2024	Community Services Block Grant (CSBG) Subgrant from Summit County	(Summit County) DOLA - Department of Local Affairs	\$5,205.00
Active	1/1/2024	12/31/2024	Volunteers of America - Meals on Wheels	Volunteers of America	\$35,316.00
Active	7/1/2020	6/30/2026	Substance Abuse Prevention Block Grant (SABG) for Under-Resourced High-Needs Programs	BHA - Behavioral Health Administration / CDPHE - Colorado Department of Public Health and Environment	\$880,074.00
Active	3/24/2021	6/30/2024	Covid Immunization Grant 1 - 3 (IMM)	CDPHE - Colorado Department of Public Health and Environment	\$89,564.00
Active	7/29/2022	6/30/2024	OPHP Supplemental Workforce Funding FY22-24	CDC - Centers for Disease Control and Prevention	\$141,473.00
Active	1/2/2023	12/31/2023	NEHA - FDA - Retail Flexible Funding Model Grant Program - Track 1	NEHA - National Environmental Health Agency / FDA - Food and Drug Administration	\$6,904.00
Active	7/1/2023	6/30/2024	CDPHE STEPP Grant, JeffCo Subgrant/IGA 23 - 24	(Jefferson County Public Health) CDPHE - Colorado Department of Public Health and Environment	\$17,000.00

Active	7/1/2023	6/30/2028	Environmental Health Services for Retail Food Establishments	CDPHE - Colorado Department of Public Health and Environment	\$10,000.00
Active	7/1/2023	6/30/2024	Master Public Health Task Order 23 - 24	CDPHE - Colorado Department of Public Health and Environment	\$42,131.00
Active	7/1/2023	11/30/2027	OPHP Infrastructure Work Force Development FY23-27	CDPHE - Colorado Department of Public Health and Environment	\$206,799.00
Active	7/1/2023	6/30/2024	Public Health Emergency Preparedness (PHEP) Funding Program	CDPHE - Colorado Department of Public Health and Environment	\$66,852.93
Active	7/1/2023	6/30/2024	Cities Readiness Initiative Program (CRI)	CDPHE - Colorado Department of Public Health and Environment	\$24,201.00
Active	10/1/2023	9/30/2024	Hazardous Materials and Waste Management Division (HMWMD) Indoor Radon Grant Program 23-24	CDPHE - Colorado Department of Public Health and Environment	\$3,924.00
Active	12/7/2023	6/30/2024	OC SLFRF OPHP - ARPA 6.1	CDPHE - Colorado Department of Public Health and Environment	\$44,048.00
Active	1/1/2024	6/30/2025	Covid Immunization Grant Round 4 (IMM #4)	CDPHE - Colorado Department of Public Health and Environment	\$56,596.00
Active	1/24/2024	12/31/2024	FDA NEHA Retail Flexible Funding Model (RFFM) Program - Track 2	NEHA - National Environmental Health Agency / FDA - Food and Drug Administration	\$9,164.00
Active	2/1/2024	6/30/2024	Core Immunization Services	CDPHE - Colorado Department of Public Health and Environment	\$10,549.50
Active	1/24/2024	6/30/2024	Court Security Cash Fund & Courthouse Security Grant SFY23-24	Colorado Judicial Department	\$17,500.00
Active	9/1/2022	8/31/2025	Emergency Operating Center (EOC) Grant Program via Neguse Community Project Funding	FEMA - Federal Emergency Management Agency	\$138,557.00
Active	6/29/2023	6/1/2025	Healthy Forests & Vibrant Communities - Gilpin County CWPP Update 2023	CSFS - Colorado State Forest Service	\$100,000.00
Active	1/1/2023	12/31/2024	Victims of Crime Act (VOCA) Funding 23-24	CDPS - Colorado Department of Public Safety	\$171,090.00
Active	7/1/2023	6/30/2024	State Victim Assistance Law Enforcement (VALE) Funding 23 - 24	CDPS - Colorado Department of Public Safety	\$42,300.00
					\$5,779,213.35

Awarded - Pending Execution			Proposition 123 Local Planning and Capacity (LPC) Grant	DOLA - Colorado Department of Local Affairs	\$104,000.00
Awarded - Pending Execution			GROC Region 10 Co-Responder Program	GROC - Gateway to the Rockies Opioid Council	\$267,033.34
Awarded - Pending Execution			Accessibility Grant Program for Local Governments	SIPA - Colorado Statewide Internet Portal Authority	\$22,500.00
					\$393,533.34

External - Awarded Pending Execution			Advance Colorado Broadband Capital Projects Fund (CPF)	CBO - Colorado Broadband Office	TBD
					TBD

Submitted - In Review			Rural Economic Development Initiative Grant (REDI) 2024 for Rollinsville Plan	DOLA - Colorado Department of Local Affairs	\$150,000.00
Submitted - In Review			Energy/Mineral Impact Assistance Fund (EIAF) 2024 for Community Annex Construction	DOLA - Colorado Department of Local Affairs	\$1,300,000.00
Submitted - In Review			Congressionally Directed Spending (CDS) FY25 - Bennet & Hickenlooper - Justice Center Generator	United States Senate - Committee on Appropriations	\$1,198,000.00
Submitted - In Review			AARP Community Challenge Flagship Grant	AARP - American Association of Retired Persons	\$5,000.00
Submitted - In Review			Community Resilience Initiatives (CRI) - Accessing Healthy Foods	TCT - The Colorado Trust	\$353,896.58
Submitted - In Review			Copy of Community Resilience Initiatives (CRI) - Diverse Approaches to Behavioral Health	TCT - The Colorado Trust	\$355,000.00
Submitted - In Review			STEPP Tobacco Cessation Grant	CDPHE - Colorado Department of Public Health and Environment	\$50,000.00
Submitted - In Review			Emergency Management Performance Grant (EMPG 2024)	DHSEM - Colorado Division of Homeland Security and Emergency Management	\$124,000.00
Submitted - In Review			State Victim Assistance Law Enforcement (VALE) Funding 24 - 25	CDPS - Colorado Department of Public Safety, DCJ - Division of Criminal Justice	\$42,300.00
					\$3,578,196.58

Denied			Peace Officer Behavioral Health (POBH / POMH)	DOLA - Colorado Department of Local Affairs	\$64,000.00
					\$64,000.00

Community Engagement Report

April 2-23, 2024

Email Newsletter

April newsletter sent April 2 to 161 subscribers. The newsletter and subscribe links were posted to website and social media.



April 2024 Gilpin Observer: Sent to 161 emails, 132 opened, 47 clicked

Total Opens (multiple opens by subscriber): 318; total clicks: 101

83% open rate (industry average email open rate: 46-50%)

29.6% click rate (industry average email click rate: 7-9%)

Top links clicked:

- IGA Status Update
- Recreational Sport Shooting
- Careers
- BoCC meetings
- Community Center Annex FAQ page
- Lobbyist Work Sessions
- Board of Health meeting

Nextdoor

April 2-23, 2024

2,606 members in Gilpin County. 10 Agency posts.

(goal is to post 2-3 times per week).

11,669 total impressions (average of 1,167 impressions per post).

28 reactions (average 2.8 per post), 11 replies (average 1.1 per post)

Top posts (over 1300 impressions):

- Full overnight closures of CO 72 (1,623 impressions)
- Mass Care Shelter Training (event) (1,539)
- Building Department Public Meeting (event) (1,368)
- All Things Rollinsville (event) (1,346)
- Slash Site open early (1,341)

Three of the above posts were posted using the Event feature on Nextdoor as noted in parentheses.

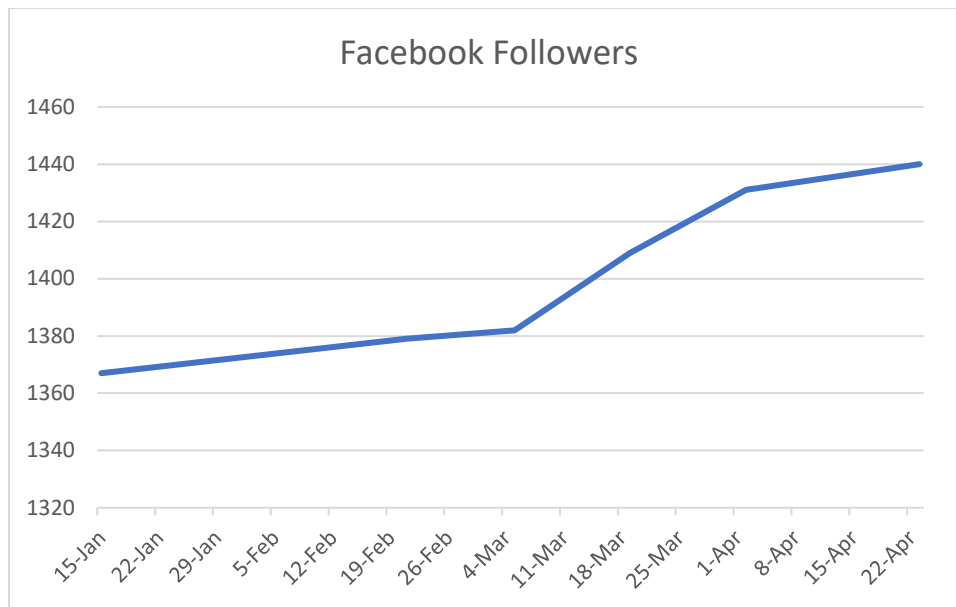
Facebook

April 2-23, 2024

(goal is to post 1-2 times per day)

51 posts

1,440 followers (increase from 1,431 last period)



Reach: 21,665 (425 average per post)

Engagement (reactions, comments, shares, clicks): 2,739 (54 average per post)

Posts with over 350 reach:

- BoCC open letter re: BH IGA (highest reach: 1,520 and highest engagement: 619)
- Belvidere tour (2nd highest reach: 1,428 and 2nd highest engagement: 477)

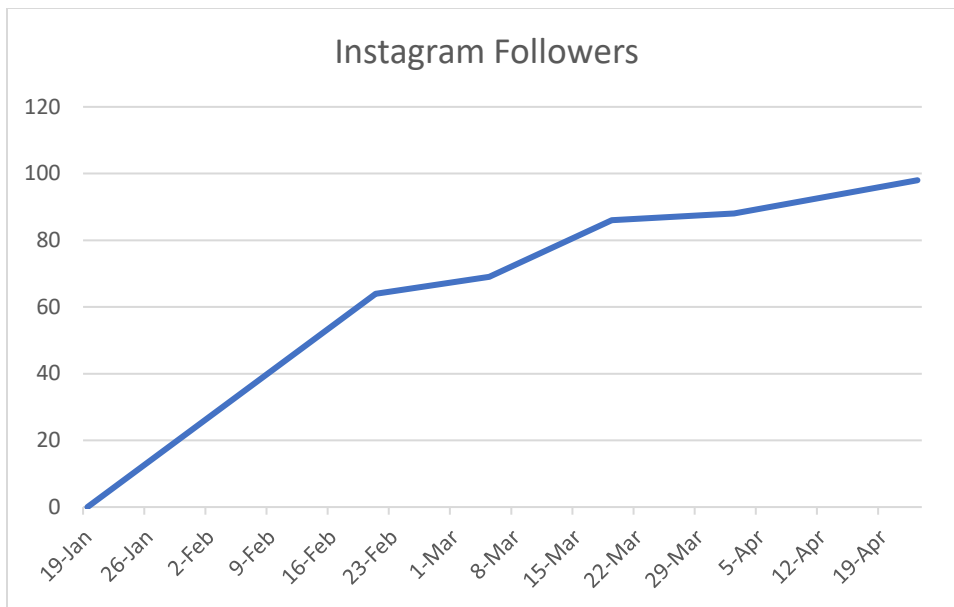
- Full overnight closures of CO 72 (reach: 1,374)
- April 3 Pile burning update (reach: 1,309)
- Update cancelling remaining 6 closures
- Justice Center Roof Project
- Transfer station remains closed for high winds
- Gilpin County honors all active military and veterans
- Recognizing dispatchers
- All Things Rollinsville wrap-up (3rd highest engagements: 267)
- Community Center Annex FAQs
- April 14 I-70 Floyd Hill update
- Slash Site open early
- Potholes
- National Volunteer Week
- All things Rollinsville event notification

Instagram

April 2-23, 2024

Account created on January 19 - still building followers.

98 followers



Top posts based on reach:

- All Things Rollinsville (carousel) (79)
- Health & Wellness fair (carousel) (77)

Website

April 2-23, 2024

Note: reporting started on March 5, 2024. No historical data available.

Users: 6600

Acquisition Data, Sessions:

- Organic Search (via search engines): 5,511
- Direct (direct link via email or typed in): 1,900
- Organic Social (social media posts): 589
- Referral (through other websites): 242

Top 10 pages viewed:

All pages were in top 10 viewed pages last period as well.

- Home page: 2,460
- Assessor: 1,011
- Assessor – GIS Maps: 741
- Parks and Recreation: 690
- Search: 673
- Careers: 603
- Trash Transfer Station: 582
- BoCC Meetings: 581
- Treasurer: 561
- Building Division: 484

Common searches:

- Property tax and property taxes (8)
- Taxes (4)
- DMV (4)
- Information technology (2)

Users ?

4.8K

↓ 16.7%

New users ?

4K

↓ 23.5%

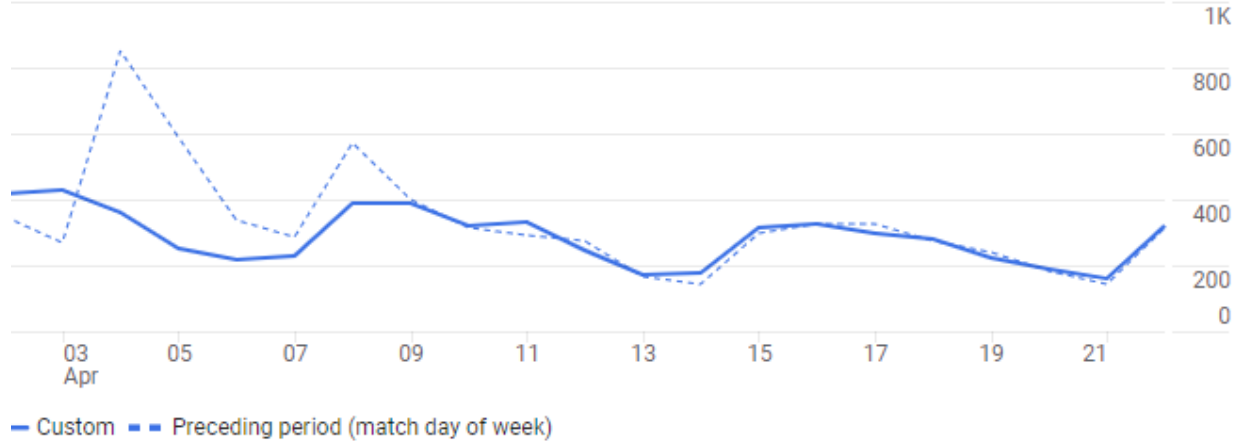
Average engagement time ?

1m 34s

↑ 28.3%

Total rev

\$0.0 >



Above and below charts are for period April 2 through April 22.

Views by Page title and screen class over time

