



**Regular Meeting Agenda – June 11, 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

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

*Please visit [tinyurl.com/GilpinCommissioners](https://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.***

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**9:00 a.m.**

1. Call to Order, Agenda Review and Conflicts of Interest
2. Public or Press Comment (limited to three minutes each person)
3. CONSENT AGENDA
  - Approval of April 2024 Treasurer’s Report – Mary Lorenz, Treasurer
  - Approval of May 2024 Clerk & Recorder’s End of Month Report – Sahari McCormick, Clerk & Recorder
  - Ratification of Grant Application Submittal: HAVA Elections Security Improvements
  - Approval of Meeting Minutes for May 14, 2024 meeting – Melanie Bleyler, Deputy Clerk to the Board
4. New Hire Introductions – Chanda Johnson, Human Resources Director
5. Resolution 24-89, Amending the Master Policy & Procedure Manual; P-19, Hiring & Retention Incentive Policy – Chanda Johnson, Human Resources Director
6. Resolution 24-90, Amending the Master Policy & Procedure Manual; P-20, Employee Referral Program – Chanda Johnson, Human Resources Director
7. Resolution BLE-24-1 53 & 143 Winks Way – Rob Gutierrez, Community Development Director, and Kyle Matthews, JUST Architecture & Design

**9:30 a.m.**

8. **Public Hearing. Board of Adjustment.** Resolution BOA-24-2 Variance for 53 Winks Way – Rob Gutierrez, Community Development Director, and Kyle Matthews, JUST Architecture & Design

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 the County Manager’s Office at 303-582-6010, at least 24 hours prior to the meeting.



9. Resolution 24-88, Adopting the Emergency Mutual Aid and Assistance Agreement for Local Colorado Public Health Agencies – Alisa Witt, Public Health Director
10. Resolution 24-91, Approving County Employee Reporting Form for Illicit Substances Found on County Property – Alisa Witt, Public Health Director
11. Resolution 24-92, Authorizing Disposition of Abandoned Personal Property – Susie Allen, Property & Evidence Manager
12. Resolution 24-93, Appointing Trustee to the Board of Trustees of the Gilpin County Public Library District – Michael Carlson, Library Director
13. Resolution 24-84, Authorizing the Execution of Contract for Co-Responder Services with Jefferson County – Brad Benning, Gilpin County Attorney
14. Resolution 24-85, Authorizing the Execution of First Amendment to 2024 I.T. Professional Service Agreement with Teryx, Inc. – Sarah Baciak, Paralegal and Jessica Kays, Teryx
15. Resolution 24-86, Authorizing the Execution of Real Property Lease Agreement(s) with Central City Opera House Association – Brad Benning, Gilpin County Attorney, and Sarah Baciak, Paralegal
16. Resolution 24-87, Authorizing the Execution of Law Enforcement Shooting Range Lease Agreement with Martin Marietta Materials Real Estate Investments, Inc. - Brad Benning, County Attorney, Kevin Armstrong, Sheriff, and Sarah Baciak, Paralegal
17. **Local Liquor Licensing Authority** - Liquor License Renewal for Toss Woodfired Eatery – Sahari McCormick, Clerk & Recorder
18. County Attorney’s Report
19. County Manager’s Report
20. Public or Press Comment (limited to three minutes each person)
21. Board of County Commissioners Report and Notice of Public Meetings
22. Adjourn to Executive Session for a conference with the County Attorney for the purpose of receiving legal advice on specific legal questions relative to 1041 Regulations under C.R.S. §24-6-402(4)(b).

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 the County Manager’s Office at 303-582-6010, at least 24 hours prior to the meeting.

<b>County Taxes Collected:</b>	<b>67.97%</b>
<b>2023 Taxes Collected:</b>	<b>65.47%</b>
<b>2022 Taxes Collected:</b>	<b>59.22%</b>
<b>2021 Taxes Collected:</b>	<b>65.12%</b>

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

**County Funds**

County General	\$	25,109,618.48
County Abatement	\$	375.51
Public Works	\$	2,564,668.68
Library Fund	\$	863,535.57
Dept. of Human Services	\$	1,801,999.48
Public Health Agency	\$	349,003.89
Solid Waste	\$	600,385.30
Conservation Trust	\$	135,119.22
Parks & Rec	\$	374,561.80
Frei Cash Bond	\$	146,709.16
Lodging Tax	\$	144,299.24
Capital Improvement	\$	-

<b>Total County Funds</b>	\$	<b>32,090,276.33</b>
<b>2023 County Fund</b>	\$	<b>26,562,923.11</b>
<b>2022 County Fund</b>	\$	<b>20,521,056.72</b>
<b>2021 County Funds</b>	\$	<b>15,616,445.77</b>

<b>Payable to Districts</b>	\$	<b>5,367,845.08</b>
<b>2023 Districts</b>	\$	<b>2,815,697.60</b>
<b>2022 Districts</b>	\$	<b>3,133,882.73</b>
<b>2021 Districts</b>	\$	<b>3,287,852.49</b>

<b>County Suspense</b>	\$	<b>140,276.98</b>
<b>2023 Suspense</b>	\$	<b>268,508.78</b>
<b>2022 Suspense</b>	\$	<b>271,848.68</b>
<b>2021 Suspense</b>	\$	<b>313,447.84</b>

<b>Grand Total</b>	\$	<b>37,598,398.39</b>
<b>2023 Grand Total</b>	\$	<b>29,647,129.49</b>
<b>2022 Grand Total</b>	\$	<b>23,926,788.13</b>
<b>2021 Grand Total</b>	\$	<b>19,217,746.10</b>

Journal Comparision EOM April 2024 FINAL

Id	Name	Balance			
0100-00-1000	CASH WITH TREASURER GENERAL FUND	\$25,109,618.48		8410-00-1000	CASH WITH TREASURER \$48.79
0120-00-1000	CASH WITH TREASURER ABATEMENT	\$375.51		8500-00-1000	CASH WITH TREASURER NUISANCE FED \$4,674.48
0200-00-1000	CASH WITH TREASURER PUBLIC WORKS	\$2,564,668.68		8525-00-1000	CASH WITH TREASURER NUISANCE STATE \$11,623.46
0300-00-1000	CASH WITH TREASURER LIBRARY	\$863,535.57		8580-00-1000	CASH WITH TREASURER 911 \$153,207.01
0400-00-1000	CASH WITH TREASURER HS	\$1,801,999.48		8590-00-1000	CASH WITH TREASURER PUBLIC TRUSTEE \$1,354.63
0500-00-1000	CASH WITH TREASURER PH	\$349,003.89		8600-00-1000	CASH WITH TREASURER REDEMPTION \$0.00
0600-00-1000	CASH WITH TREASURER SOLID WASTE	\$600,385.30		8625-00-1000	CASH WITH TREASURER HOUSE ACCOUNTS \$0.00
0700-00-1000	CASH WITH TREASURER CONSERVATION TRUST	\$135,119.22		8650-00-1000	CASH WITH TREASURER TREASURER FEES \$0.00
0800-00-1000	CASH WITH TREASURER PARKS & REC	\$374,561.80		8700-00-1000	CASH WITH TREASURER TREAS FEE SPECIAL ASSESS \$0.00
0900-00-1000	CASH WITH TREASURER FREI CASH BOND	\$146,709.16		8750-00-1000	CASH WITH TREASURER TREASURER COMMISSION \$0.00
1200-00-1000	CASH WITH TREASURER LODGING TAX	\$144,299.24		8800-00-1000	CASH WITH TREASURER TREASURER DEEDS \$613.47
1400-00-1000	CASH WITH TREASURER CAP IMPROVEMENTS	\$0.00	\$32,090,276.33	8825-00-1000	CASH WITH TREASURER CORONER \$0.00
3100-00-1000	CASH WITH TREASURER CCCF	\$20,416.48		8850-00-1000	CASH WITH TREASURER SUSPENSE \$75,946.98
5400-00-1000	CASH WITH TREASURER TLF	\$502,884.79		8875-00-1000	CASH WITH TREASURER NOT USED \$0.00
5500-00-1000	CASH WITH TREASURER TLF CAPITAL EXP	\$0.00		8885-00-1000	CASH WITH TREASURER NOT USED \$0.00
5600-00-1000	CASH WITH TREASURER TLF OTHER	\$20,554.73		8895-00-1000	CASH WITH TREASURER NOT USED \$0.01
5650-00-1000	CASH WITH TREASURER TLF ABATEMENT	\$0.00		8900-00-1000	CASH WITH TREASURER CKS FOR CASH \$0.00
5900-00-1000	CASH WITH TREASURER BHCC SANITATION	\$21,951.09		8950-00-1000	CASH WITH TREASURER CLERK DEPOSITS -\$114,463.65
5910-00-1000	CASH WITH TREASURER BHCC SANITATION ABATEMENT	\$0.00		8951-00-1000	CASH WITH TREASURER CLERK ST ELECTRONIC FEE \$288.00
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	\$4,968.86		8999-00-1000	CASH WITH TREASURER BAD CHECK \$88.00
6001-00-1000	CASH WITH TREASURER BH RD & BRIDGE	\$4.45		9010-00-1000	CASH WITH TREASURER \$0.00
6025-00-1000	CASH WITH TREASURER MMCD	\$12,876.84		9020-00-1000	CASH WITH TREASURER \$0.00
6026-00-1000	CASH WITH TREASURER MMCD BOND	\$90,492.88		9030-00-1000	CASH WITH TREASURER \$0.00
6040-00-1000	CASH WITH TREASURER SDM GENERAL	\$302,589.26		9040-00-1000	CASH WITH TREASURER \$0.00
6041-00-1000	CASH WITH TREASURER SDM BOND	\$485,575.62		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	\$327,387.90		9080-00-1000	CASH WITH TREASURER \$0.00
6101-00-1000	CASH WITH TREASURER CC RD & BRIDGE	\$34.38		9090-00-1000	CASH WITH TREASURER \$0.00
6105-00-1000	CASH WITH TREASURER CC FEES, FINES PENALTY	\$0.00		Total	\$37,591,502.59
6110-00-1000	CASH WITH TREASURER CC ABATEMENTS	\$0.00		Refund Pending	\$0.00
6119-00-1000	CASH WITH TREASURER CCBID GEN	\$79,202.63		Pre-Payments	\$4,046.66
6120-00-1000	CASH WITH TREASURER CCBID	\$594,200.84		CTD Deposits	\$3,250.00
6150-00-1000	CASH WITH TREASURER CC GO WATER BONDS	\$0.00		Over/Under	(\$400.86)
6155-00-1000	CASH WITH TREASURER CCDDA	\$39,778.59			
6200-00-1000	CASH WITH TREASURER STATE AUTO	\$113,488.43			
6300-00-1000	CASH WITH TREASURER STATE SALES	\$10,785.24			\$37,598,398.39
6400-00-1000	CASH WITH TREASURER SPECIFIC OWNERSHIP	\$0.00			
6500-00-1000	CASH WITH TREASURER STATE HEALTH	\$115.00			
6700-00-1000	CASH WITH TREASURER MOTOR V LATE FEE	\$5,720.00			
7100-00-1000	CASH WITH TREASURER RE-1 GEN FUND	\$1,034,470.38			
7310-00-1000	CASH WITH TREASURER RE-1 MILL LEVY OR	\$383,240.74			
7320-00-1000	CASH WITH TREASURER RE-1 ABATEMENT	\$0.00			
7330-00-1000	CASH WITH TREASURER RE-1 TRANSPORT	\$56,304.00			
8100-00-1000	CASH WITH TREASURER RE-2 GEN FUND	\$710,705.38			
8200-00-1000	CASH WITH TREASURER RE-2 BOND	\$199,666.31			
8310-00-1000	CASH WITH TREASURER RE-2 MILL LEVY OR	\$221,160.90			
8320-00-1000	CASH WITH TREASURER RE-2 ABATEMENT	\$3,843.33			
8330-00-1000	CASH WITH TREASURER RE-2 RE-2 TRANSPORT	\$20,136.82			
8340-00-1000	CASH WITH TREASURER RE-2 RE-2 TECHNOLOGY	\$105,289.21	\$5,367,845.08		



**Gilpin County Treasurer**  
**CASH BALANCE FOR THE MONTH OF APRIL**

**2024**

**Cash On Hand**

Beginning Balance	\$	1,000.00	
Cash Debt	\$	-	
Cash Credit	\$	-	
<b>Balance</b>			\$ 1,000.00

**BANK ACCOUNTS**

**Wells Fargo Checking**

Beginning Balance	\$	2,022,186.97	
Receipts	\$	10,233,372.35	
Disbursements Out	\$	(9,473,879.07)	
<b>Balance</b>			\$ 2,781,680.25

**Wells Fargo Sweep**

Beginning Balance	\$	4,090,508.42	
Receipts	\$	6,265,927.70	
Disbursements Out	\$	(2,094,131.86)	
<b>Balance</b>			\$ 8,262,304.26

Effective Yield: 5.17% Monthly

**Wells Fargo Investment Account**

Beginning Balance	\$	9,103,606.25	
Receipts	\$	-	
Disbursements Out	\$	-	
<b>Balance</b>			\$ 9,103,606.25

**LIQUID INVESTMENT ACCOUNTS**

**Colo Trust (General Account)**

Beginning Balance	\$	6,342,603.70	
Receipts	\$	27,994.60	
Disbursements Out	\$	(91,218.45)	
<b>Balance</b>			\$ 6,279,379.85

Effective Yield: 5.43% Monthly

**Colo Trust (Reserve Account)**

Beginning Balance	\$	84,580.38	
Receipts	\$	377.09	
Disbursements Out	\$	-	
<b>Balance</b>			\$ 84,957.47

Effective Yield: 5.43% Monthly

**C Safe**

Beginning Balance	\$	10,865,504.60	
Receipts	\$	49,053.64	
Disbursements Out	\$	-	
<b>Balance</b>			\$ 10,914,558.24

Effective Yield: 5.48% Monthly

<b>COUNTY ACCOUNTS</b>		\$ 37,427,486.32
County Accounts Last Year 2023		\$ 29,451,299.83
County Accounts 2022		\$ 23,741,977.03
County Accounts 2021		\$ 19,033,798.65

**Wells Fargo Public Nuisance**

(Sheriff's Account)

Beginning Balance	\$ 16,283.48	
Receipts	\$ 14.46	
Disbursements Out	\$ -	
<b>Balance</b>		\$ 16,297.94
Effective Yield: .01% Monthly		

**Wells Fargo 911**

(Gilpin County 911 Authority)

Beginning Balance	\$ 131,093.23	
Receipts	\$ 26,910.04	
Disbursements Out	\$ (4,796.26)	
<b>Balance</b>		\$ 153,207.01

**PUBLIC TRUSTEE**

Beginning Balance	\$ 1,830.86	
Receipts	\$ 909.71	
Disbursements Out	\$ (1,333.45)	
<b>Balance</b>		\$ 1,407.12

**NON-COUNTY ACCOUNTS**

Non-County Accounts Last Year 2023	\$ 170,912.07
Non-County Accounts 2022	\$ 195,829.66
Non-County Accounts 2021	\$ 184,811.10
	\$ 183,947.45

**Total Cash Balance**

Last Year's Cash Balance 2023	\$ 37,598,398.39
Cash Balance 2022	\$ 29,647,129.49
Cash Balance 2021	\$ 23,926,788.13
	\$ 19,217,746.10

## Fund 9000 (WORKING FUND)

End of Day 04/30/2024

<b>Asset</b>				
<b>Id</b>	<b>Name</b>	<b>Starting Balance</b>	<b>Change in Balance</b>	<b>Ending Balance</b>
9000-00-9000	CASH ON HAND	\$1,000.00	\$0.00	\$1,000.00
9000-00-9100	WF CKING	\$2,022,186.97	\$759,493.28	\$2,781,680.25
9000-00-9120	WF Sweep	\$4,090,508.42	\$4,171,795.84	\$8,262,304.26
9000-00-9122	WF Investment	\$9,103,606.25	\$0.00	\$9,103,606.25
9000-00-9125	NUISANCE	\$16,283.48	\$14.46	\$16,297.94
9000-00-9200	COLOT GENERAL	\$6,342,603.70	(\$63,223.85)	\$6,279,379.85
9000-00-9201	COLOT RESERVE	\$84,580.38	\$377.09	\$84,957.47
9000-00-9250	CSAFE	\$10,865,504.60	\$49,053.64	\$10,914,558.24
9000-00-9350	911 AUTHORITY	\$131,093.23	\$22,113.78	\$153,207.01
9000-00-9450	PUBLIC TRUSTEE	\$1,830.86	(\$423.74)	\$1,407.12
	<b>Total</b>	<b>\$32,659,197.89</b>	<b>\$4,939,200.50</b>	<b>\$37,598,398.39</b>
<b>Liability</b>				
<b>Id</b>	<b>Name</b>	<b>Starting Balance</b>	<b>Change in Balance</b>	<b>Ending Balance</b>
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	(\$338.64)	\$338.64	\$0.00
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	(\$2,172.02)	(\$1,874.64)	(\$4,046.66)
9000-00-2700	BANKRUPTCY	\$0.00	\$0.00	\$0.00
9000-00-2800	CTD DEPOSIT	(\$2,990.00)	(\$260.00)	(\$3,250.00)
9000-00-2895	OVER/UNDER	\$390.09	\$10.77	\$400.86
9000-00-2900	DUE TO OTHER FUNDS	(\$32,654,087.32)	(\$4,937,415.27)	(\$37,591,502.59)
	<b>Total</b>	<b>(\$32,659,197.89)</b>	<b>(\$4,939,200.50)</b>	<b>(\$37,598,398.39)</b>
<b>Revenue</b>				
<b>Id</b>	<b>Name</b>	<b>Starting Balance</b>	<b>Change in Balance</b>	<b>Ending Balance</b>
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
	<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Expense</b>				
<b>Id</b>	<b>Name</b>	<b>Starting Balance</b>	<b>Change in Balance</b>	<b>Ending Balance</b>
9000-00-5000	Tax Disbursement	\$0.00	\$0.00	\$0.00
	<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>



**GILPIN COUNTY**  
**Clerk & Recorder's Monthly Report to the Treasurer**  
**MAY 2024**

Disbursements											
	Funds Collected	Dept of Revenue	Domestic	State Health	Electronic Recording Technology	County Treasurer	County Clerk	Black Hawk	Central City	POST	Secretary of State
Recording Fees	\$3,016.25						\$2,885.25				
Recording Surcharges							\$131.00				
Documentary Fees	\$437.11						\$437.11				
Marriage Licenses	\$300.00		\$200.00	\$30.00			\$70.00				
Liquor Licenses	\$125.00						\$125.00				
State Surcharge Fees	\$262.00				\$262.00						
Recording Misc (copies, reports, dis Over Recording	\$562.10						\$562.10				
<b>RECORDINGS</b>	<b>\$4,702.46</b>	<b>\$0.00</b>	<b>\$200.00</b>	<b>\$30.00</b>	<b>\$262.00</b>	<b>\$0.00</b>	<b>\$4,210.46</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Specific Ownership Tax	\$90,555.41	\$519.76				\$89,510.15	\$525.50				
License Fee/Permit	\$82,617.74	\$79,455.73				\$2,617.04	\$194.00	\$80.48	\$229.23	\$41.26	\$0.00
Sales & Use Tax/Vendor Fees	\$27,087.46	\$13,568.76					\$467.41	\$1,817.85	\$11,233.44		
INV Late Fee	\$6,920.00	\$5,590.00					\$1,330.00				
Titles	\$1,262.90	\$525.90					\$737.00				
SMIM 2% Rental	\$839.68					\$839.68					
Lien Filing Fee	\$1,040.00						\$1,040.00				
Clerk Hire Fee	\$3,784.00						\$3,784.00				
Materials Fees	\$1,416.94	\$1,410.94					\$6.00				
Credit/Overpymt/SBAs	\$69.98						\$69.98				
Insurance Judgment	\$584.27						\$584.27				
External Debts	\$60.00	\$0.00					\$60.00				
<b>MOTOR VEHICLE</b>	<b>\$216,238.38</b>	<b>\$101,071.09</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$92,966.87</b>	<b>\$8,798.16</b>	<b>\$1,898.33</b>	<b>\$11,462.67</b>	<b>\$41.26</b>	<b>\$0.00</b>
Election Reimb from State	\$0.00						\$0.00				
Voter Confidentiality Program	\$0.00										\$0.00
Treasurer Fee Bad Check	\$0.00					\$0.00					
Election Grant	\$0.00						\$0.00				
Election Misc/Refund	\$25.00						\$25.00				
Over/Under	\$0.00										
<b>ELECTIONS &amp; MISC.</b>	<b>\$25.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$25.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>2024 TOTAL</b>	<b>\$220,965.84</b>	<b>\$101,071.09</b>	<b>\$200.00</b>	<b>\$30.00</b>	<b>\$262.00</b>	<b>\$92,966.87</b>	<b>\$13,033.62</b>	<b>\$1,898.33</b>	<b>\$11,462.67</b>	<b>\$41.26</b>	<b>\$0.00</b>
<b>2023 Totals</b>	<b>\$253,977.65</b>	<b>\$125,614.04</b>	<b>\$220.00</b>	<b>\$33.00</b>	<b>\$342.00</b>	<b>\$104,620.60</b>	<b>\$16,154.83</b>	<b>\$91.57</b>	<b>\$6,856.81</b>	<b>\$44.80</b>	<b>\$0.00</b>
<b>2023-2024 VARIANCE</b>	<b>(\$33,011.81)</b>	<b>(\$24,542.95)</b>	<b>(\$20.00)</b>	<b>(\$3.00)</b>	<b>(\$80.00)</b>	<b>(\$11,653.73)</b>	<b>(\$3,121.21)</b>	<b>\$1,806.76</b>	<b>\$4,605.86</b>	<b>(\$3.54)</b>	<b>\$0.00</b>
<b>2022 TOTALS</b>	<b>\$200,370.67</b>	<b>\$80,451.33</b>	<b>\$100.00</b>	<b>\$15.00</b>	<b>\$336.00</b>	<b>\$90,036.02</b>	<b>\$15,458.49</b>	<b>\$3,088.26</b>	<b>\$10,844.82</b>	<b>\$40.75</b>	<b>\$0.00</b>

STATE OF COLORADO  
 I, Sahari McCormick, Clerk & Recorder in and for the County of Gilpin, do hereby certify that this is a true, complete copy of all money collected in MAY 2024 and disbursed in JUNE 2024.

*Sahari McCormick*  
 Gilpin County Clerk & Recorder

*6/5/24*  
 Date



**GILPIN COUNTY**  
*Clerk & Recorder's Authorization for Payment*  
MAY 2024

Remit to	Amount	Treasurer's Notes
<b>CO DEPARTMENT OF REVENUE</b> Division of Motor Vehicle Svcs BOC - Rm 147 PO Box 173350 RM 147 Denver, CO 80217	\$ 101,071.09	<b>NOTE NEW ADDRESS</b>
<b>CO DEPARTMENT OF HUMAN SERVICES</b> Attn: Colorado Domestic Abuse Fund 1575 Sherman St., 6 <sup>th</sup> Floor Denver, CO 80203	\$ 200.00	
<b>CO DEPARTMENT OF HEALTH &amp; ENVIRONMENT</b> <b>ASD-AR-B1 (VR01 MAY)</b> 4300 Cherry Creek Dr. South Denver, CO 80222-1530	\$ 30.00	
<b>STATE OF COLORADO, COLORADO STATE TREASURY</b> Electronic Recording Technology Board Brad Lang, Controller & Budget Director	\$ 262.00	
<b>COLORADO SECRETARY OF STATE</b> Voter Confidentiality Program Attn: Cashier's Office 1700 Broadway, Suite 200 Denver, CO 80290	\$ -	
<b>CITY OF BLACK HAWK</b> P.O. Box 68 Black Hawk, CO 80422	\$ 1,898.33	
<b>CITY OF CENTRAL</b> P. O. Box 249 Central City, CO 80427	\$ 11,462.67	

Authorized by Gilpin County Clerk & Recorder.

Sahari McCormick  
Sahari McCormick

6/5/24  
Date



**GILPIN COUNTY**  
 Clerk & Recorder's Monthly Distribution Report  
 MAY 2024

Account	Item	Amt	Method
0100-22-4212	County Gen C&R Fees	\$10,787.37	
0100-22-4267	County Electronic Filing	\$131.00	
6500-00-4652	State Health	\$30.00	separate check
6500-00-4652	Domestic Abuse	\$200.00	separate check
0100-22-4262	Liquor Licenses	\$125.00	
8951-00-4267	State Electronic Fee	\$262.00	wire to ST
6400-00-4652	Specific Ownership	\$90,349.83	
6200-00-4652	Auto	\$81,912.33	
6300-00-4652	State Sales Tax	\$13,568.76	separate check
6700-00-4652	Late Fee State Motor V	\$5,590.00	
0100-22-4265	MV Late Fee	\$1,330.00	
0100-22-4266	Insurance Judgment	\$584.27	
0200-00-4212	Road & Bridge MV Fees	\$2,617.04	
6000-00-4652	Black Hawk MV Fees	\$80.48	wire
6000-00-4652	Black Hawk Sales Tax	\$1,817.85	wire
6100-00-4652	Central City MV Fees	\$229.23	wire
6100-00-4652	Central City Sales Tax	\$11,233.44	wire
0100-30-4341	POST	\$41.26	wire GCSO
0100-23-4264	County Gen Election Fees	\$0.00	
8952-00-4264	VCP	\$0.00	Separate check
0100-24-4575	Treasurer Fee BC	\$0.00	
0100-22-4212	Misc - refund of expenses	\$75.98	
0100-23-4651	Election Grant	\$0.00	
	<b>Total</b>	\$220,965.84	

Authorized by Gilpin County Clerk & Recorder.

Sahari McCormick  
 Sahari McCormick

6/5/24  
 Date



# Consent Agenda Item

Tuesday June 11th, 2024

Regular Meeting of the BoCC



## Ratification of Grant Application Submittal - HAVA Grant for Elections Security Upgrades

### Authorizing Policy

- Per the Gilpin County Grant Management Policy and Handbook, P-7, amended April 30, 2024, eligible grant applications may follow the Executive approval process, which does not require a Resolution or BoCC approval prior to submittal, but instead allows for submittal of the application with prior County Manager approval.
- Future acceptance of this grant, if awarded, is then dependent upon BoCC ratification via the consent agenda at a duly noticed public meeting following the submittal.
- Eligible grants are characterized by the following:
  - An anticipated award between \$10,000 and \$100,000; and
  - BoCC action, including signature of the highest elected official, is not required by the grant agency prior to submittal; and
  - The grant, if awarded, would not result in any staffing changes; and
  - The grant, if awarded, would not create any multi-year financial obligations or commitments; and
  - The grant requires no match OR requires a match that has already been approved in the County's annual budget; and
  - The grant does not require an in-kind match of 10% or more of any employee's workload.

### Grant Details

- **Requestor & Project Manager**
  - Sahari McCormick, Clerk & Recorder
- **Agency**
  - The Colorado Department of State (CDOS)
- **Program**
  - 2024 Help America Vote Act (HAVA) Election Improvement Grant
- **Purpose**
  - All Colorado counties are eligible to apply for reimbursement under this grant program for one-time costs associated with the security, accessibility, and availability of VSPCs, drop boxes, and other election locations; and other miscellaneous eligible HAVA expenses used to improve the administration of Federal elections in 2024. CDOS will fund up to 100% of eligible expenses as determined after review and receipt of all grant applications and subject to all State and Federal fiscal rules and requirements.
- **Description**
  - Minor physical security updates to elections sites, additional security personnel, and signage
- **Budget**
  - Requesting \$9,402.64
  - No match
- **Additional Considerations**
  - Cost reimbursement with invoicing and reporting due upon completion of work; minimal administrative requirements





# AGENDA ITEM

## Staff Report

To: Board of County Commissioners  
From: Chanda Johnson, HR Director, Human Resources  
Date: June 11, 2024  
Item: Resolution 24-89, Authorizing the Approval to Adopt the Hiring & Retention Incentive Policy  
Requested Action: Resolution  
Public Hearing: No

### **I. REQUEST OR ISSUE:**

Gilpin County is committed to achieving workforce optimization and reaching ideal staffing numbers to efficiently serve its residents. The establishment of a Hiring & Retention Incentive Policy is a critical step towards reinforcing these efforts. Currently, numerous vital yet hard-to-fill positions remain vacant, which also hold significance for community safety. The implementation of this policy aims to attract new team members and offer rewards to existing employees who are shouldering additional responsibilities due to the staffing shortfall.

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

The team advises the adoption of the suggested policy to further support our staff, departments, and the organization as a whole.

### **III. FISCAL IMPACTS:**

Yes. The implementation of the program would have immediate financial impacts for approved positions.

### **IV. LEGAL ISSUES:**

Yes. We request review by the legal team to ensure there are no concerns.

### **V. ENVIRONMENTAL IMPACTS:**

None.

### **VI. ALTERNATIVES:**

1. Adopt the policy.
2. Propose adoption of the policy with changes.
3. Revisit at a later time.

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

**Amending the Master Policy & Procedure Manual; P-19, Hiring & Retention Incentive Policy**

**WHEREAS**, the Board of County Commissioners strategic priorities include workforce optimization goals to achieve 95% staffing levels of all positions; and

**WHEREAS**, those workforce optimization goals include finding three qualified candidates for every job opening within 30 days of posting; and

**WHEREAS**, the hiring and retention incentive program applies to all departments, dependent on difficulty in recruitment and safety sensitive nature of the position; and

**WHEREAS**, hiring bonuses assist in attracting talent; and

**WHEREAS**, retention bonuses aid in morale and in reducing turnover.

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

1. Authorize the Human Resources Department to support workforce optimization with the Hiring & Retention Incentive Program by:
  - a. Providing monetary incentive to candidates in critical hard to fill positions that are categorized as safety sensitive.
  - b. Provide a monetary incentive for those already serving in the same job title and job description or directly supervising the position (excluding department heads / elected officials)
  - c. Authorizing the program to begin effective July 1, 2024 with the first potential hiring & retention incentive payments made in the proceeding pay period.
2. Authorize the continued use of the program with a five-year evaluation starting in 2029.
3. Authorize the approval of the program with the understanding that the Board of County Commissioners may, at any time, if financial limitations arise or if new legal or regulatory measures are incompatible with the policy, discontinue its use.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by a vote of \_\_\_\_\_ to \_\_\_\_\_.

**BOARD OF COUNTY COMMISSIONERS**

RECORDING STICKER

RECORDING STICKER

**ATTEST:**

**COUNTY OF GILPIN, COLORADO**

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

\_\_\_\_\_  
Chair

**ACKNOWLEDGEMENT**

STATE OF COLORADO )

)ss.

COUNTY OF GILPIN )

Susan Berumen, Chair, and Melanie Bleyler, 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

12-19 Month Opening		20-26 months	27 or greater months
<b>Dispatch</b>			
Hire	\$ 3,500.00	\$ 7,000.00	\$ 13,000.00
Hire	\$ 3,500.00	\$ 7,000.00	\$ 13,000.00
Dispatchers - 9	\$ 22,500.00	\$ 45,000.00	\$ 90,000.00
Supervisor	\$ 2,500.00	\$ 5,000.00	\$ 10,000.00
	\$ 32,000.00	\$ 64,000.00	\$ 126,000.00
<b>Maintenance Tech</b>			
Hire	\$ 3,500.00	\$ 7,000.00	\$ 13,000.00
Hire	\$ 3,500.00	\$ 7,000.00	\$ 13,000.00
Technician	\$ 2,500.00	\$ 5,000.00	\$ 10,000.00
Supervisor	\$ 2,500.00	\$ 5,000.00	\$ 10,000.00
	\$ 12,000.00	\$ 24,000.00	\$ 46,000.00
<b>Detentions Officer</b>			
Hire	\$ 3,500.00	\$ 7,000.00	\$ 13,000.00
Detention Officers	\$ 22,500.00	\$ 45,000.00	\$ 90,000.00
	\$ 26,000.00	\$ 52,000.00	\$ 103,000.00
<b>Child Camp Leader</b>			
Hire	\$ 3,500.00	\$ 7,000.00	\$ 13,000.00
Child Camp Leaders	\$ 5,000.00	\$ 10,000.00	\$ 20,000.00
Supervisor	\$ 2,500.00	\$ 5,000.00	\$ 10,000.00
	\$ 11,000.00	\$ 22,000.00	\$ 43,000.00
<b>Lifeguard</b>			
Hire	\$ 3,500.00	\$ 7,000.00	\$ 13,000.00
Supervisor	\$ 2,500.00	\$ 5,000.00	\$ 10,000.00
	\$ 6,000.00	\$ 12,000.00	\$ 23,000.00
<b>Transfer Station</b>			
Hire	\$ 3,500.00	\$ 7,000.00	\$ 13,000.00
Attendant	\$ 2,500.00	\$ 5,000.00	\$ 10,000.00
Supervisor	\$ 2,500.00	\$ 5,000.00	\$ 10,000.00
	\$ 8,500.00	\$ 17,000.00	\$ 33,000.00
<b>Senior Services</b>			
Hire	\$ 3,500.00	\$ 7,000.00	\$ 13,000.00
Senior Services Driver	\$ 2,500.00	\$ 5,000.00	\$ 10,000.00
Supervisor	\$ 2,500.00	\$ 5,000.00	\$ 10,000.00
	\$ 8,500.00	\$ 17,000.00	\$ 33,000.00
<b>MVR</b>			
Hire	\$ 3,500.00	\$ 7,000.00	\$ 13.00
MVR	\$ 5,000.00	\$ 10,000.00	\$ 20,000.00

Supervisor	\$ 5,000.00	\$ 10,000.00	\$ 20,000.00
	\$ 13,500.00	\$ 27,000.00	\$ 40,013.00
<b>Deputy</b>			
Hire	\$ 3,500.00	\$ 7,000.00	\$ 13,000.00
Hire	\$ 3,500.00	\$ 7,000.00	\$ 13,000.00
Deputies - 16	\$ 40,000.00	\$ 80,000.00	\$ 160,000.00
Supervisors	\$ 20,000.00	\$ 40,000.00	\$ 80,000.00
	\$ 67,000.00	\$ 134,000.00	\$ 266,000.00
	<b>\$ 184,500.00</b>	<b>\$ 369,000.00</b>	<b>\$ 713,013.00</b>



Document Number:	P - 19
Document Name:	Hiring & Retention Incentive Program
Effective Date:	
Document Status:	Pending
Authority:	Board of County Commissioners
Purpose:	To establish a policy for hiring and retention Incentives.

## 1.0 Applicable Departments

- 1.1 The hiring and retention incentive program applies to all departments, dependent on difficulty in recruitment and safety sensitive nature of the position.

## 2.0 Purpose

- 2.1 To provide a monetary incentive to candidates for applying for and filling critical hard to fill positions that are categorized as safety sensitive.
- 2.2 To provide an incentive to support a critical need in recruitment activities which are known to increase loyalty, improve morale, and promote continuity for the organization.
- 2.3 To provide a monetary incentive for those already serving in the same job title and job description or directly supervising the position (with the exclusion of a department head / elected official), so as to promote equity and to offset for the additional work burden for covering for duties caused by the open position(s).

## 3.0 Procedure

- 3.1 To be eligible for the hiring incentive the position must be:
  - 3.1.1 Open and advertised for over 12-months from the time of first posting; and
  - 3.1.2 Critical to the safety and security of others; and
  - 3.1.3 Be approved by the subject department head/official and County Manager as being a critical need to the County operations; and
  - 3.1.4 The direct supervisor of the subject position must attend an in person Human Resources supported management training course which is at least 8 hours or longer; and
  - 3.1.5 If the position has been filled for a short period of time (four months or less) which is later vacated, the position may remain eligible; and
  - 3.1.6 The total incentive amount must be budgeted annually; and
  - 3.1.7 The position must be budgeted 20 hour or more per week.



## Hiring & Retention Incentive Program

- 3.2 To be eligible for the retention incentive the employee must:
  - 3.2.1 Has not tendered their resignation notice; and
  - 3.2.2 Must be regularly scheduled to work a minimum of 20 hours per week; and
  - 3.2.3 Must be performing at a satisfactory level without any verbal or written warnings within 6-months of the incentive payout; and
  - 3.2.4 To be eligible for the retention incentive the position the employee holds must be eligible under section 3.1.
- 3.3 Existing employees full-time, part-time, seasonal or temporary who transfer into a retention incentive qualified position will be eligible for the incentive.
- 3.4 Existing employees who are already serving in the same job title and job description are eligible to earn the retention incentive, regardless of their length of employment with the County, as long as the vacancy remains open. Similar roles are disqualified with the exception of career progression roles, i.e. Custodian I and II, Maintenance Technician I and II, and Emergency Communications Dispatcher I and II.
- 3.5 Direct supervisors of a qualified position, excluding department heads and elected officials, are eligible for the retention incentive irrespective of their tenure with the County, provided the position remains vacant.
- 3.6 When no vacancies for the subject similar hard to fill position(s) remain, the retention incentives will end 6-months following that date.
- 3.7 Only candidates who meet the essential qualifications for the position will be considered for the position.
- 3.8 All candidates will be evaluated for the position, consistent with Gilpin County policies and procedures.
- 3.9 All information regarding the hiring decision will remain strictly confidential.
- 3.10 The candidate/new hire, transfer or promotion must still be employed by Gilpin County to receive payment.
- 3.11 Any disputes or interpretations of the program will be resolved by the County Manager.
- 3.12 Employees are not eligible for both a hiring and retention incentive, at the same time
- 3.13 If a position remains vacant for 24 or greater months, an outside investigation will be conducted to determine the cause for the systemic vacancy.
- 3.14 The vacancy start date for this policy will be July 1, 2023.
- 3.15 The policy will undergo a systematic evaluation every five (5) years to assess its ongoing viability starting in 2029.





- 3.16 The Board of County Commissioners reserves the right to discontinue the policy at any time if financial limitations arise or if new legal or regulatory measures are incompatible with the policy.

## 4.0 Compensation:

Incentive paid will be based on the months serving in that role which could include crossing over in Incentive tiers.

### 4.1 Qualified Positions Vacant 12 – 19 months

4.1.1 Hiring Incentive will be paid to the new employee as follows:

4.1.1.1 30-days from the start of employment - \$1,000

4.1.1.2 6-months from the start of employment - \$2,500

### 4.2 Qualified Positions Vacant 20 – 26 months

4.2.1 Hiring Incentive will be paid to the new employee as follows:

4.2.1.1 30-days from the start of employment - \$2,000

4.2.1.2 6-months from the start of employment - \$5,000

### 4.3 Qualified Positions Vacant 27 or greater months – Hiring Incentive

4.3.1 Hiring Incentive will be paid to the employee as follows:

4.3.1.1 30-days from the start of employment - \$3,000

4.3.1.2 6-months from the start of employment - \$10,000

### 4.4 Retention Incentive payment will be paid to the employee as follows:

4.4.1 If a position with the same job title and description remains open 12 – 19 months

4.4.1.1 Upon the inception of the position incentive eligibility approval date - \$2,500

4.4.1.1.1 Retention Incentive will be proportionally paid over the subsequent four pay periods

4.4.2 If a position with the same job title and description remains open 20 – 26 months

4.4.2.1 Upon the inception of the position incentive eligibility approval date - \$5,000

4.4.2.1.1 Retention Incentive will be proportionally paid over the subsequent four pay periods

4.4.3 If a position with the same job title and description remains open 27 or greater months

4.4.3.1 Upon the inception of the position incentive eligibility approval date - \$10,000

4.4.3.1.1 Retention Incentive will be proportionally paid over the subsequent four pay periods

# AGENDA ITEM

## Staff Report

To: Board of County Commissioners  
From: Chanda Johnson, HR Director, Human Resources  
Date: June 11, 2024  
Item: Resolution 24-90, Adopting the Employee Referral Program  
Requested Action: Resolution  
Public Hearing: No

### I. **REQUEST OR ISSUE:**

Gilpin County has prioritized workforce optimization and maintaining optimal staffing levels to serve the community effectively. To achieve this, the introduction of an Employee Referral Program is essential to enhance our workforce optimization initiatives. Research indicates that such programs significantly boost recruitment and retention, offering a substantial return on investment. Moreover, referred employees often demonstrate greater longevity in their roles and express elevated levels of job satisfaction.

To assist us in addressing our 9% position vacancy rate, we propose implementing an Employee Referral Program. As highlighted by Apollo Technical in a recent SHRM (Society for Human Resource Management) article, referred candidates are more likely to progress through interviews. Such referrals can improve job compatibility by up to 6.6%. Additionally, Apollo Technical's data suggests that over 45% of referred employees remain in their roles for over four years, compared to just 25% of those found via job boards who stay beyond two years.

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

The team advises the adoption of the suggested policy to further support our staff, departments, and the organization as a whole.

### III. **FISCAL IMPACTS:**

Yes. The proposed policy would impact the 2025 budget and future budgeting.

### IV. **LEGAL ISSUES:**

Yes. The proposed policy may have legal implications that need to be reviewed by the legal team.

### V. **ENVIRONMENTAL IMPACTS:**

None.

### VI. **ALTERNATIVES:**

1. Adopt the policy.
2. Propose adoption of the policy with changes.
3. Revisit at a later time.

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

**Amending the Master Policy & Procedure Manual; P-20, Employee Referral Program**

**WHEREAS**, the Board of County Commissioners strategic priorities include workforce optimization goals to achieve 95% staffing levels of all positions; and

**WHEREAS**, those workforce optimization goals include finding three qualified candidates for every job opening within 30 days of posting; and

**WHEREAS**, an employee referral program assists the county in finding and retaining qualified candidates; and

**WHEREAS**, statistics show employee referrals save money, increase retention rates and increase job satisfaction;

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

1. Authorize the Human Resources Department to support workforce optimization with the Employee Referral Program by:
  - a. Allowing the referring employees to be paid up to \$900 for referring eligible candidates to eligible positions over a period of 1 year.
  - b. Allowing the program to begin effective June 11, 2024 with the first potential installment payment made 6 months from the start date.
2. Authorize the continued use of the program with a five-year evaluation starting in 2029.
3. Authorize the approval of the program with the understanding that the Board of County Commissioners may, at any time, if financial limitations arise or if new legal or regulatory measures are incompatible with the policy, discontinue its use.

**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





Document Number:	P - 20
Document Name:	Employee Referral Program
Effective Date:	
Document Status:	Pending
Authority:	Board of County Commissioners
Purpose:	To establish a policy for employee referrals

## 1.0 Applicable Departments

1.1 The referral policy applies to all employees and to all open positions.

## 2.0 Purpose

2.1 To provide an incentive to employees and to refer applicants to organization. A referral program is known to 1) Reduce hiring time, 2) Reduce recruiting costs, 3) Support Workforce Engagement and 4) Increase Employee Retention

## 3.0 Procedure

3.1 This policy is to compensate employees for referring candidates who meet the essential qualifications for the position they are hired.

3.2 The applicant must submit an application, either paper or electronically via the application tracking system (ATS), indicating the current employee that referred them. Employee referrals will not be accepted after the application has been submitted.

3.3 The referral must represent the candidates first contact with the Gilpin County with the exception of volunteers. Temporary, seasonal, transfers, demotions and former employees (rehires) are not eligible candidates for referral awards.

3.4 The first employee to refer a candidate (listed on the original application) will be the only referring employee eligible for payment.

3.5 All candidates will be evaluated for employment consistent with Gilpin County policies and procedures.

3.6 All information regarding the hiring decision will remain strictly confidential.

3.7 The referring employee and the candidate/new hire must still be employed by Gilpin County to receive payment.

3.8 Any disputes or interpretations of the program will be resolved by the Director of Human Resources.

3.9 The hiring manager (the one with decision-making authority) for the referred position is ineligible for a bonus.



- 3.10 There is no cap to the amount an employee can receive in referral incentives.
- 3.11 Any incentive paid will be done so at the standard taxable rate.
- 3.12 Total incentive amount must be budgeted annually.
- 3.13 The policy will undergo a systematic evaluation every five (5) years to assess its ongoing viability starting in 2029.
- 3.14 The Board of County Commissioners reserves the right to discontinue the policy at any time if financial limitations arise or if new legal or regulatory measures are incompatible with the policy.

## 4.0 Compensation:

4.1 Referral incentive payment will be paid to the referring employees as follow:

- \$300.00 will be paid after the candidate completes 6 months of employment.
- \$600.00 will be paid after the candidate completes 1 year of employment.

# AGENDA ITEM

## Staff Report

To: Board of County Commissioners  
 From: Rob Gutierrez, Director of Community Development, Community Development  
 Date: June 11, 2024  
 Item: Resolution BLE-24-1 53 & 143 Winks Way  
 Requested Action: Resolution  
 Public Hearing: No

**I. REQUEST OR ISSUE:**

Just Architecture on behalf of Lincoln Hills Acres LLC is seeking a boundary line elimination to merge 3 existing parcels into 1 single parcel. This BLE is related to the Board of Adjustment case BOA-24-2. Approval of the BLE would eliminate a long standing issue with the residential dwelling located at 143 Winks Way existing on two separate lots within the Lincoln Hills Subdivision.

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

Approve the Boundary Line Elimination.

**III. FISCAL IMPACTS:**

None.

**IV. LEGAL ISSUES:**

None.

**V. ENVIRONMENTAL IMPACTS:**

None.

**VI. ALTERNATIVES:**

Deny or Table decision on the BLE to another meeting.



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

APPROVING A BOUNDARY LINE ELIMINATION FOR 53 & 143 WINKS WAY  
(LINCOLN HILLS ACRES LLC, APPLICANT)

**WHEREAS**, Lincoln hills Acres (“Applicant”), have petitioned the Board of County Commissioners for approval of a boundary line elimination exemption plat to be known as BOUNDARY LINE ELIMINATION 24-1 for 53 & 143 Winks Way for the following parcels by Assessor Account Number: R005400, R005399, R006856; and

**WHEREAS**, Exhibit A hereto is a legal description and survey of the parcels to be merged; and

**WHEREAS**, pursuant to C.R.S. §30-28-139(4) all owners of the above-described parcels have requested in writing by signing the Boundary Line Elimination (“BLE”) application that the subject parcels be merged; and

**WHEREAS**, pursuant to C.R.S. §30-28-139(3)(b) this Resolution shall serve as the Notice of Merger; and

**WHEREAS**, said request is in accordance with Gilpin County Zoning Regulations; and

**WHEREAS**, by approving this BLE, the Board of County Commissioners of the County of Gilpin neither represent nor imply that the resulting parcel will be suitable for development under Gilpin County Zoning Regulations or Gilpin County Onsite Wastewater Treatment System (“OWTS”) Regulations or guarantee access for emergency services.

**NOW THEREFORE**, be it resolved by the Board of County Commissioners of the County of Gilpin that BOUNDARY LINE ELIMINATION PLAT 24-1 is hereby \_\_\_\_\_ as shown and described on attached Exhibit B (Lot Line Exhibit).

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by a vote of \_\_\_\_\_ to \_\_\_\_\_.

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

**ATTEST:**

\_\_\_\_\_  
Melanie Bleyler, Deputy County Clerk

\_\_\_\_\_  
Susan Berumen, Chair

**ACKNOWLEDGMENT**

STATE OF COLORADO     )  
  ) ss  
COUNTY OF GILPIN     )

Susan Berumen, Chair, and Melanie Bleyler, Deputy County Clerk, County of Gilpin, acknowledged the foregoing Resolution before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

Exhibit A

Legal Description

AAN: R005400

LOT 26, BLOCK 2, LINCOLN HILLS (SUBDIVISION), AS DESCRIBED IN DECREE RECORDED JULY 2, 1971, IN BOOK 272, PAGE 137 COUNTY OF GILPIN, STATE OF COLORADO

WITH

AAN: R005399

THAT PART OF LINCOLN HILLS (SUBDIVISION) LOCATED WITHIN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 72 WEST OF THE 6<sup>TH</sup> P.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 26, LINCOLN HILLS (SUBDIVISION); THENCE N.52°24'10"W., 196.43 FEET; THENCE N.89°47'40"W., 10 FEET TO THE CENTERLINE OF AN ACCESS ROAD; THENCE S.2°17'50"., 84 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 95 FEET AND WHOSE CHORD BEARS S.39°13'50"E., 114.17 FEET; THENCE S.76°09'50"E., 88.21 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 151 FEET A DISTANCE OF 5.00 FEET; THENCE LEAVING THE CENTERLINE OF SAID ROAD N.00°00'W., 70.00 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PORTION, IF ANY, CONVEYED BY DEED RECORDED AUGUST 29, 1969, IN BOOK 264, PAGE 75, COUNTY OF GILPIN, STATE OF COLORAD.

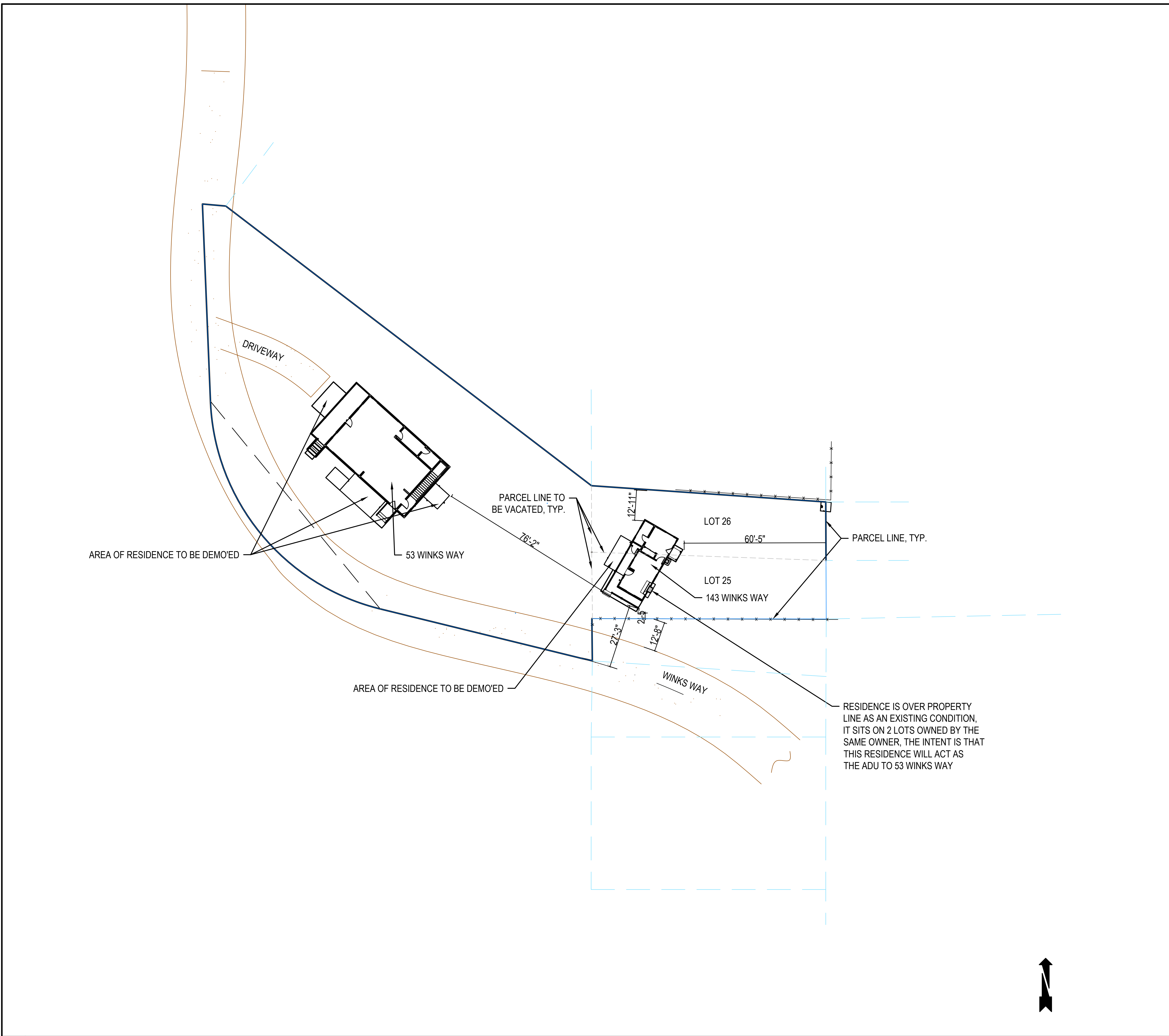
WITH

AAN: R006856

LOT 25, BLOCK 2, LINCOLN HILLS (SUBDIVISION), AS DESCRIBED IN DECREE RECORDED JULY 2, 1971, IN BOOK 272, PAGE 137 COUNTY OF GILPIN, STATE OF COLORADO

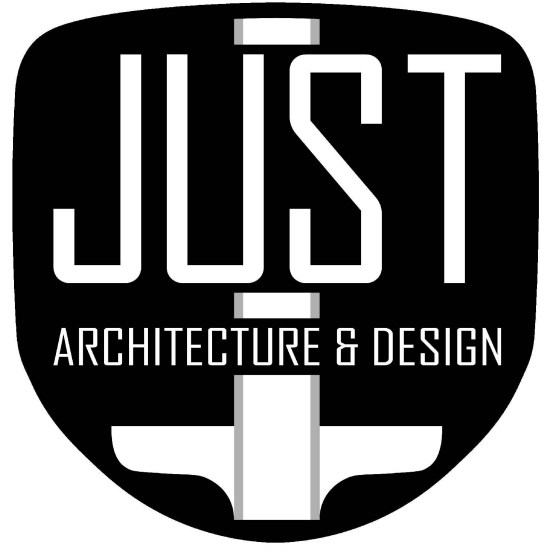
**Exhibit B**

Boundary Line Elimination Plat 24-1 Lot Line Exhibit  
(See attached)

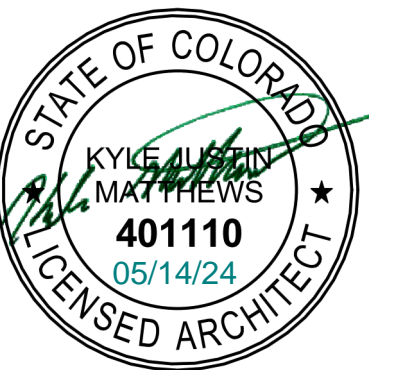


**SITE GENERAL NOTES**

1. THIS ARCHITECTURAL SITE PLAN IS PROVIDED TO SHOW SITE DISTRIBUTION, CONSTRUCTION/ BUILDING NUMBERING, AND MINIMUM SETBACKS TO ADJACENT BUILDINGS OR PROPERTY LINES PER CODE.
2. REFER TO OFFICIAL SURVEY FOR EXACT LOCATION OF LOT LINES AND BUILDING.
3. GRADE SITE AROUND BUILDING TO PROVIDE 5% SLOPE AWAY FROM BUILDING FOR A MINIMUM OF 5'-0".
4. LOWER GRADE WHERE ADJACENT GRADE IS ABOVE FINISH FLOOR. FINAL GRADE TO BE 4" BELOW TOP OF NEW FOUNDATION WALLS.
5. GRADE A WALKABLE SURFACE FROM ROAD UP TO EACH STAIR LANDING. 5% MAX SLOPE ALONG PATH.



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STAMP

**RESIDENTIAL REMODEL -  
 ORANGE CABIN**

143 WINKS WAY, GILPIN, COUNTY, CO

#	DATE	ISSUE
1	05.14.24	2ND SUBMITTAL
2		
3		
4		
5		
6		

PROJECT NUMBER: 23-012  
 DRAWN BY: KJM  
 CHECKED BY: KJM

ALL INSTRUMENTS OF SERVICE, ALL DECISIONS, IDEAS AND INFORMATION SHOWN ON THESE DRAWINGS ARE AND SHALL REMAIN THE PROPERTY OF JUST ARCHITECTURE & DESIGN, LTD. NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS, OR USED IN CONNECTION WITH ANY PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY HAVE BEEN PREPARED WITHOUT THE WRITTEN CONSENT OF JUST ARCHITECTURE & DESIGN, LTD. VISUAL CONTACT WITH THESE DRAWINGS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

**SITE PLAN**

**A001**

# AGENDA ITEM

## Staff Report

To: Board of County Commissioners  
 From: Rob Gutierrez, Director of Community Development, Community Development  
 Date: June 11, 2024  
 Item: Resolution BOA-24-2 Variance for 53 Winks Way  
 Requested Action: Resolution  
 Public Hearing: Yes

**I. REQUEST OR ISSUE:**

The applicant, JUST Architecture & Design, is seeking to vary from Section 2.3 Zoning District Specifications of the Gilpin County Zoning Regulations, to allow for the reconstruction of two single-family dwellings, of which one will become an accessory dwelling; with a setback of approximately twenty-eight (28) feet from the required setback of fifty-five (55) feet from centerline of undedicated public right-of-way; with a setback of approximately twelve (12) feet from the required rear setback of thirty (30) feet; with a setback of approximately three (3) feet from the south lot line of Lot 25. Staff are recommending approval.

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

Approve variance for 53 Winks Way.

**III. FISCAL IMPACTS:**

None.

**IV. LEGAL ISSUES:**

None.

**V. ENVIRONMENTAL IMPACTS:**

None.

**VI. ALTERNATIVES:**

Deny or Table Resolution BOA-24-2.

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

**APPROVING A VARIANCE FOR 53 WINKS WAY (AAN: R005400) FROM SECTION 2.3 OF THE GILPIN COUNTY ZONING REGULATIONS TO ALLOW FOR SETBACKS OF: TWENTY-EIGHT (28) FEET FROM THE REQUIRED SETBACK OF FIFTY-FIVE (55) FEET FROM THE CENTERLINE OF UNPLATTED RIGHT OF WAY; TWELVE (12) FEET FROM THE REQUIRED REAR YARD SETBACK OF THIRTY (30) FEET; AND THREE (3) FEET FROM THE SOUTH LOT LINE OF LOT 25 WHEN A SETBACK OF THIRTY (30) FEET IS REQUIRED IN THE RS, RESIDENTIAL SUBDIVISION ZONING DISTRICT**

**WHEREAS**, Lincoln Hills Acres LLC, (applicant) is the owner of real property in Lincoln Hills Subdivision, has submitted a petition to the Gilpin County Board of Adjustment (Board) seeking a variance to allow for the reconstruction and rehabilitation of two existing single-family dwellings at 53 Winks Way Black Hawk, CO 80422 (AAN: R005400); and

**WHEREAS**, Colorado Revised Statutes §30-28-118 allows for any person aggrieved by their inability to obtain a building permit or by the decision of any administrative officer or agency made in the course of the administration or enforcement of the provisions of the Gilpin County Zoning Regulations to appeal said decision to the Board; and

**WHEREAS**, the Applicant is seeking a variance from Section 2.3 of the Gilpin County Zoning Regulations to allow for setbacks of: twenty-eight (28) feet from the required setback of fifty-five (55) feet from the centerline of unplatted right of way; twelve (12) feet from the required rear yard setback of thirty (30) feet; and three (3) feet from the south lot line of lot 25 when a setback of thirty (30) feet is required in the RS, Residential Subdivision zoning district; and

**WHEREAS**, Exhibit "A" attached hereto provides a legal description and site plan of the subject property; and

**WHEREAS**, the Board held a public hearing for said petition on June 11<sup>th</sup>, 2024, for which proper notice was given and from which all findings are a matter of public record; and

**WHEREAS**, Colorado Revised Statues §30-28-118(3) states that the concurring vote of all three (3) members of the Board shall be required in order for the Board to reverse any order, requirement, decision, or determination of any such administrative official or agency or to decide in favor of the applicant.

**NOW THEREFORE**, be it resolved by the Gilpin County Board of Adjustment that the above petition for a variance is hereby \_\_\_\_\_.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by a vote of \_\_\_\_\_ to \_\_\_\_\_.

ATTEST: GILPIN COUNTY  
BOARD OF ADJUSTMENT

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

\_\_\_\_\_  
Susan Berumen, Chair

**ACKNOWLEDGMENT**

STATE OF COLORADO )  
 ) ss  
COUNTY OF GILPIN )

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

My commission expires: \_\_\_\_\_

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

**Exhibit A**

**Legal Description**

**LOT 26, BLOCK 2, LINCOLN HILLS (SUBDIVISION), AS DESCRIBED IN DECREE RECORDED JULY 2, 1971, IN BOOK 272, PAGE 137 COUNTY OF GILPIN, STATE OF COLORADO**

**WITH**

**THAT PART OF LINCOLN HILLS (SUBDIVISION) LOCATED WITHIN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 72 WEST OF THE 6<sup>TH</sup> P.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 26, LINCOLN HILLS (SUBDIVISION); THENCE N.52°24'10"W., 196.43 FEET; THENCE N.89°47'40"W., 10 FEET TO THE CENTERLINE OF AN ACCESS ROAD; THENCE S.2°17'50"., 84 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 95 FEET AND WHOSE CHORD BEARS S.39°13'50"E., 114.17 FEET; THENCE S.76°09'50"E., 88.21 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 151 FEET A DISTANCE OF 5.00 FEET; THENCE LEAVING THE CENTERLINE OF SAID ROAD N.00°00'W., 70.00 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PORTION, IF ANY, CONVEYED BY DEED RECORDED AUGUST 29, 1969, IN BOOK 264, PAGE 75, COUNTY OF GILPIN, STATE OF COLORAD.**

**WITH**

**LOT 25, BLOCK 2, LINCOLN HILLS (SUBDIVISION), AS DESCRIBED IN DECREE RECORDED JULY 2, 1971, IN BOOK 272, PAGE 137 COUNTY OF GILPIN, STATE OF COLORADO**

# Staff Report

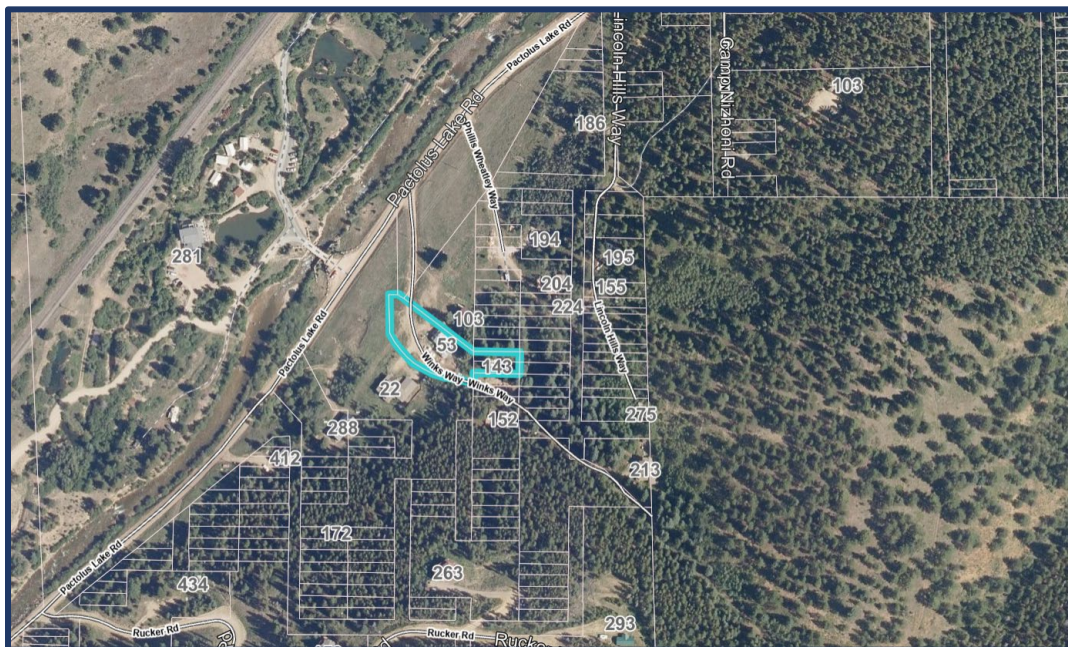
Department of Community Development  
203 Eureka St. Central City, CO 80427



Board/Commission	Gilpin County Board of Adjustment
Meeting Date & Time	June 11 <sup>th</sup> , 2024, 9:30 A.M. or later
Meeting Location	203 Eureka St. Central City, CO 80427
File Number	BOA-24-2
Petition Type	Setback Variance
Applicant	JUST Architecture & Design, Ltd./Lincoln Hills Acres LLC
Subject Property	R005400
Subject Property Zoning	RS, Residential Subdivision
Subject Property Size	1.07 acres
Existing Use	Residential Single Family

## Summary of Request

The applicant, JUST Architecture & Design, is seeking to vary from Section 2.3 Zoning District Specifications of the Gilpin County Zoning Regulations, to allow for the reconstruction of two single-family dwellings, of which one will become an accessory dwelling; with a setback of approximately twenty-eight (28) feet from the required setback of fifty-five (55) feet from centerline of undedicated public right-of-way; with a setback of approximately twelve (12) feet from the required rear setback of thirty (30) feet; with a setback of approximately three (3) feet from the south lot line of Lot 25.





## Staff Analysis

The property owner is seeking to reconstruct and rehabilitate two existing single-family dwellings in the Lincoln Hills Subdivision. The property owner recently surveyed the property and found that the dwelling at 143 Winks Way resides on both lot 26 and lot 25. The plan is to conduct a boundary line elimination to merge all three parcels and have 143 Winks Way serve as an accessory dwelling unit to 53 Winks Way. Since the property owner is seeking substantial reconstruction of both structures, staff recommended that the applicant seek a variance for the non-conforming setbacks.

## Zoning Regulations Section 1.10

### A. Variances and Appeals

#### 1. Purpose and applicability:

- a. *The purpose of this section is to detail the processing steps and requirements for a variance. The variance is a means whereby the literal terms of these standards and regulations need not be applied if there are practical difficulties or unnecessary hardships associated with their application. In granting a variance, the spirit of these standards and regulations shall be observed, public safety and welfare secured, and substantial justice done. This section also provides a process to appeal a decision of the Administrator.*
  - b. *All variance requests must be processed in accordance with this section. The Board of Adjustment may approve a variance from these standards and regulations with the exception of variances of up to 50% of the setback requirement which may be granted by the Administrator per Section 1.10B below.*
  - c. *A variance may only be approved from the dimensional requirements, performance standards and other special physical requirements contained in these standards and other special physical requirements contained in these standards and regulations. The Board of Adjustment shall not have the authority to grant a variance to use of a property [sic].*
  - d. *A variance may be requested by, without limitation, any owner of, or person having an interest in the affected property. The applicant has the burden of proof to demonstrate the variance meets the criteria for approval.*
  - e. *Time limit on appeals to Administrative Decision: An appeal to an Administrative Decision shall be filed with the Board (via the County Clerk) and the official from which the appeal is sought not later than 14 days after the decision is rendered. Failure to submit an appeal within the 14 days shall bar the ability to appeal the decision.*
2. *Conceptual Review: Optional per Section 1.7A.*
  3. *Application Submittal: Per Section 1.7B. All items or documents required for obtaining a variance as described in the development application submittal*



*requirements shall be submitted to the Administrator at least thirty (30) days prior to the first unfilled Board of Adjustment public hearing agenda.*

4. *Determination of Sufficiency: Per Section 1.7C.*
5. *Application Review and Staff Report: Per Section 1.8D.*
6. *Public Notice: Shall be required per Section 1.7E.*
7. *Public Hearing: Shall be required per Section 1.7F for the BOA and the hearings shall be conducted per C.R.S. § 30-28-117. Appeals of Administrative Decisions shall be heard according to C.R.S. § 30-28-118.*
8. *Approval Criteria:*
  - a. *In ruling upon any request for a variance, the Board of Adjustment shall include a finding in its minutes as part of the record. Said finding shall set forth the facts and circumstances in each case, upon which the Board has relied in making its ruling.*
  - b. *Unless otherwise stated in the Board of Adjustment minutes, all variance permits shall be valid for a period of time not to exceed one (1) year from the time such variance is granted, after which time, if the variance permit has not been utilized, it becomes null and void.*

### **Staff Recommendation**

Staff have prepared a finding of fact based on the provisions of state law that allow for approval of a variance. Staff are recommending **approval** on variance petition BOA-24-2 based on the staff's findings of fact under C.R.S. 30-28-118.

### **Findings of Fact for Appeal Under C.R.S. 30-28-118**

Are any of the following conditions present:

- Exceptional Narrowness: **Yes.**
- Exceptional Shallowness: **Yes.**
- Exceptional Slope: **No.**
- Exceptional Topography: **No.**

### **Would approval of this variance create any of the following situations:**

#### **1). Substantial detriment to the public good, health, safety or general welfare of the community?**

Approval of the variance **would not** be a detriment to the public good, health, safety, and/or welfare of the community. Approval of the variance for a reduced setback would allow for the restoration and reconstruction of two dilapidated and historic single-family homes within the Lincoln Hills Subdivision.

#### **2). Substantially impair the intent and purpose of the Gilpin County Zoning Code?**

Approval of the variance **would not** substantially impair the intent and purpose of the Gilpin County Zoning Code. The reduced setback as allowed by the variance against will allow for relief of the zoning regulations that came into existence long after the initial platting of the subdivision and construction of these two structures on the property.



**3). Authorize any use other than that which is specifically permitted within the applicable zoning district?**

Approval of the variance and **would not** change the current uses permitted by right in the RS, Residential Subdivision, zoning district nor change the use of the proposed structures on the land.

**Exhibits Attached**

Attachment A: Setback Map

Attachment B: Lot Line Exhibit

Attachment C: Improvement Location Certificate

Attachment D: Building Elevations

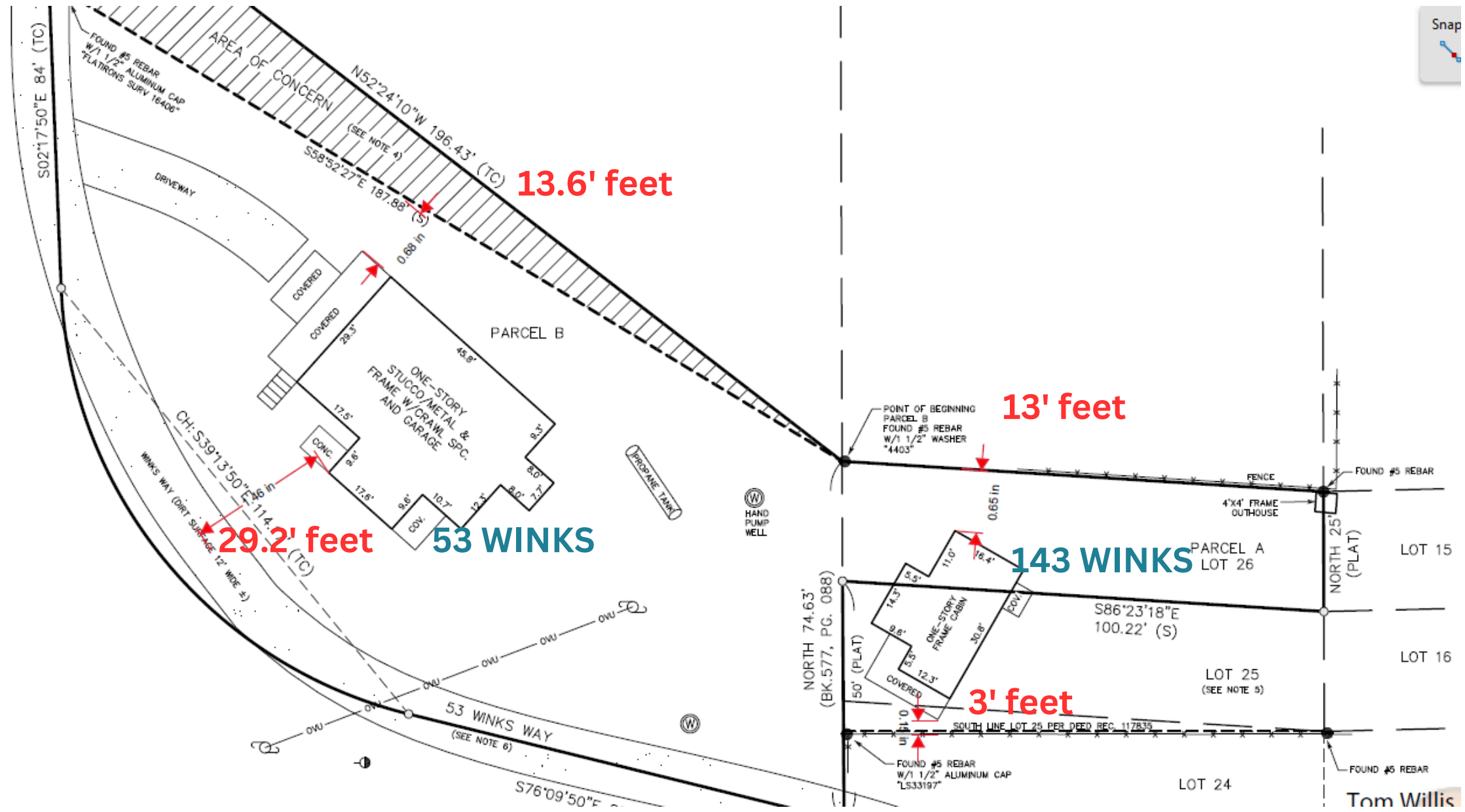


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Rob Gutierrez

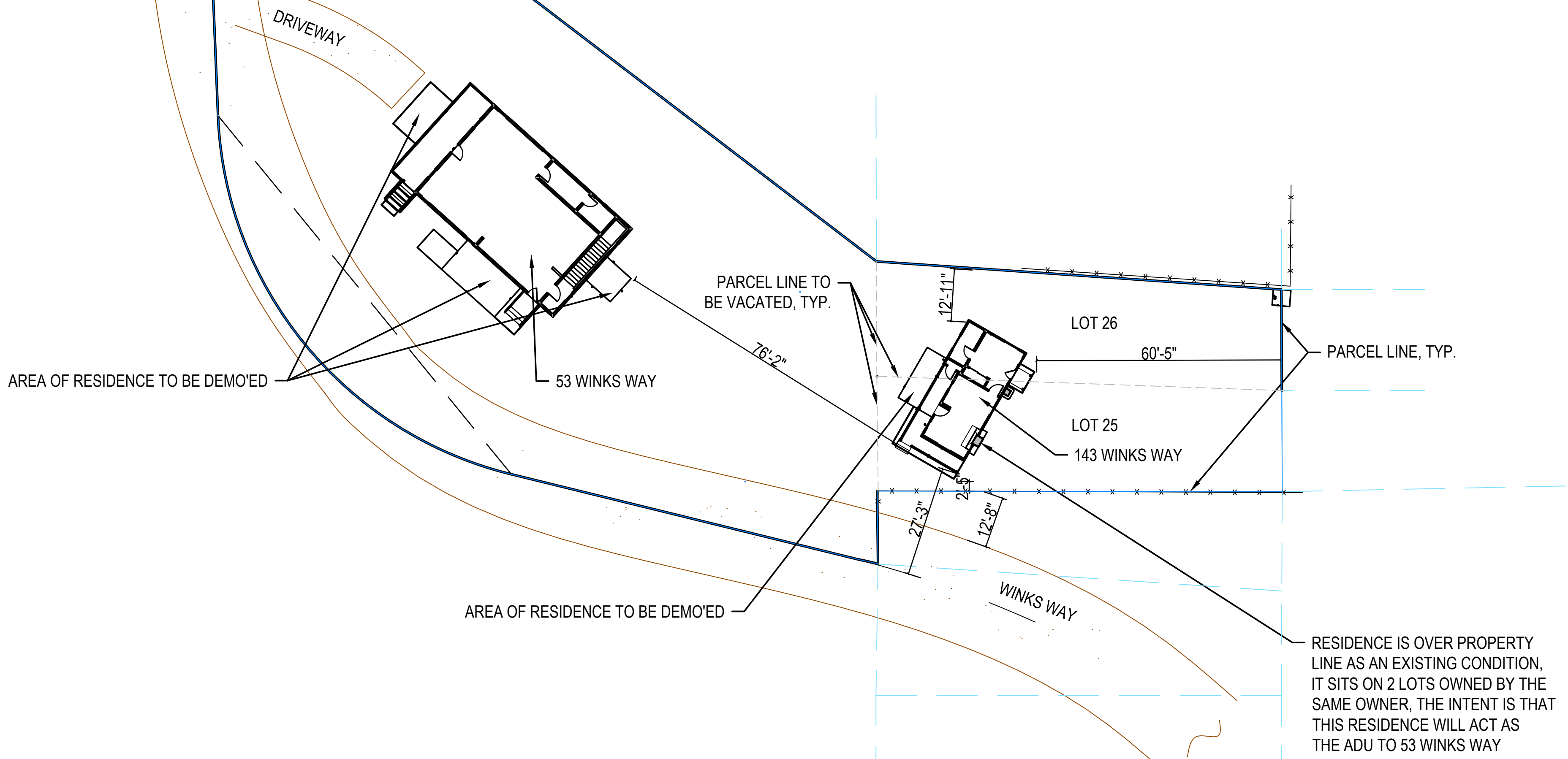
Director of Community Development





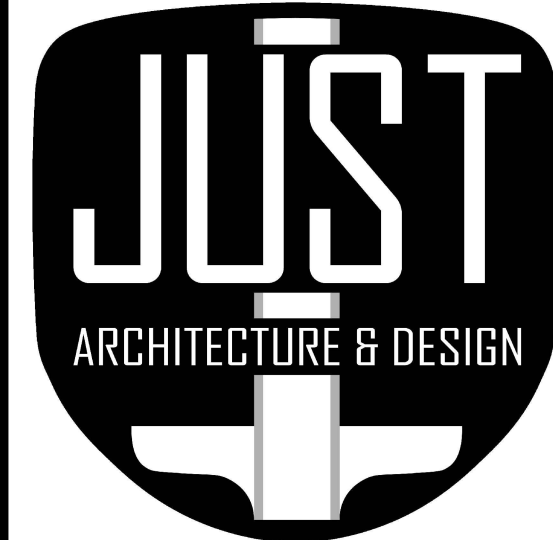
# BOA-24-2 ATTACHMENT A SETBACKS

# BOA-24-2 ATTACHMENT B

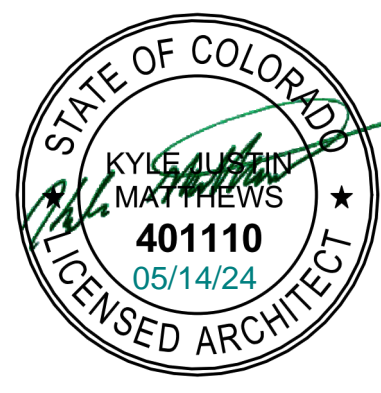


### SITE GENERAL NOTES

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5. GRADE A WALKABLE SURFACE FROM ROAD UP TO EACH STAIR LANDING. 5% MAX SLOPE ALONG PATH.



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 email: kyle@justarchitectureanddesign.com  
 9815 Westbury Ct, Highlands Ranch, CO 80129



STAMP

## RESIDENTIAL REMODEL - ORANGE CABIN

143 WINKS WAY, GILPIN, COUNTY, CO

#	DATE	ISSUE
1	05.14.24	2ND SUBMITTAL
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4		
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PROJECT NUMBER: 23-012  
 DRAWN BY: KJM  
 CHECKED BY: KJM

ALL INSTRUMENTS OF SERVICE, ALL DECISIONS, IDEAS AND INFORMATION SHOWN ON THESE DRAWINGS ARE AND SHALL REMAIN THE PROPERTY OF JUST ARCHITECTURE & DESIGN, LTD. NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS, OR USED IN CONNECTION WITH ANY PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY HAVE BEEN PREPARED WITHOUT THE WRITTEN CONSENT OF JUST ARCHITECTURE & DESIGN, LTD. VISUAL CONTACT WITH THESE DRAWINGS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

### SITE PLAN

# A001





# IMPROVEMENT LOCATION CERTIFICATE

A TRACT OF LAND AND LOT 26, BLOCK 2, LINCOLN HILLS, LOCATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 72 WEST OF THE 6TH P.M., COUNTY OF GILPIN, STATE OF COLORADO

## Parcel Description

(PROVIDED BY MOUNTAIN LAND TITLE)  
DEED RECORDED ON 06/30/2003 AT REC. NO. 117835

### PARCEL A:

LOT 26, BLOCK 2, LINCOLN HILLS (SUBDIVISION), AS DESCRIBED IN DECREE RECORDED JULY 2, 1971, IN BOOK 272, PAGE 137, COUNTY OF GILPIN, STATE OF COLORADO.

### PARCEL B:

THAT PART OF LINCOLN HILLS (SUBDIVISION) LOCATED WITHIN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 72 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 26, LINCOLN HILLS (SUBDIVISION); THENCE N.52°24'10"W., 196.43 FEET; THENCE N.89°47'40"W., 10 FEET TO THE CENTERLINE OF AN ACCESS ROAD; THENCE S.2°17'50"E., 84 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 95 FEET AND WHOSE CHORD BEARS S.39°13'50"E., 114.17 FEET; THENCE S.76°09'50"E., 88.21 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 151 FEET A DISTANCE OF 5.00 FEET; THENCE LEAVING THE CENTERLINE OF SAID ROAD N.00°00'W., 70.00 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PORTION, IF ANY, CONVEYED BY DEED RECORDED AUGUST 29, 1969, IN BOOK 264, PAGE 75, COUNTY OF GILPIN, STATE OF COLORADO.

## Notes

- 1-MOUNTAIN LAND TITLE COMMITMENT NO. MLT2022-5344 WAS USED TO HELP IDENTIFY EASEMENTS OF RECORD THAT MAY AFFECT THE SUBJECT PROPERTY. THERE MAY BE EASEMENTS OR RIGHTS OF WAY NOT SHOWN ON THIS CERTIFICATE THAT AFFECT THE SUBJECT PROPERTY.
- 2-AN IMPROVEMENT SURVEY PLAT IS RECOMMENDED TO DEPICT MORE PRECISELY THE LOCATIONS OF THE IMPROVEMENTS SHOWN HEREON.
- 3-THE FENCES ARE NOT COINCIDENT WITH THE LOT LINES AS SHOWN HEREON.
- 4-A POSSIBLE OVERLAP MAY EXIST, REFER TO FLATIRONS INC. DEPOSITED SURVEY WITH A DATE OF 8/23/16.
- 5-THE ONE-STORY FRAME CABIN EXTENDS INTO LOT 25 AS SHOWN HEREON.
- 6-WINKS WAY IS REFERENCED AS "ACCESS ROAD" IN SEVERAL DOCUMENTS, NO DOCUMENT DEFINES A SPECIFIC WIDTH.

(TC)=INFORMATION FROM THE TITLE COMMITMENT  
(S)= INFORMATION FROM THE DEPOSITED SURVEY STAMPED 8/23/16.  
(PLAT)=INFORMATION FROM THE RECORDED PLAT OF LINCOLN HILLS SUBDIVISION.  
(BK., PG.)=INFORMATION FROM THE CLERK AND RECORDER'S OFFICE.

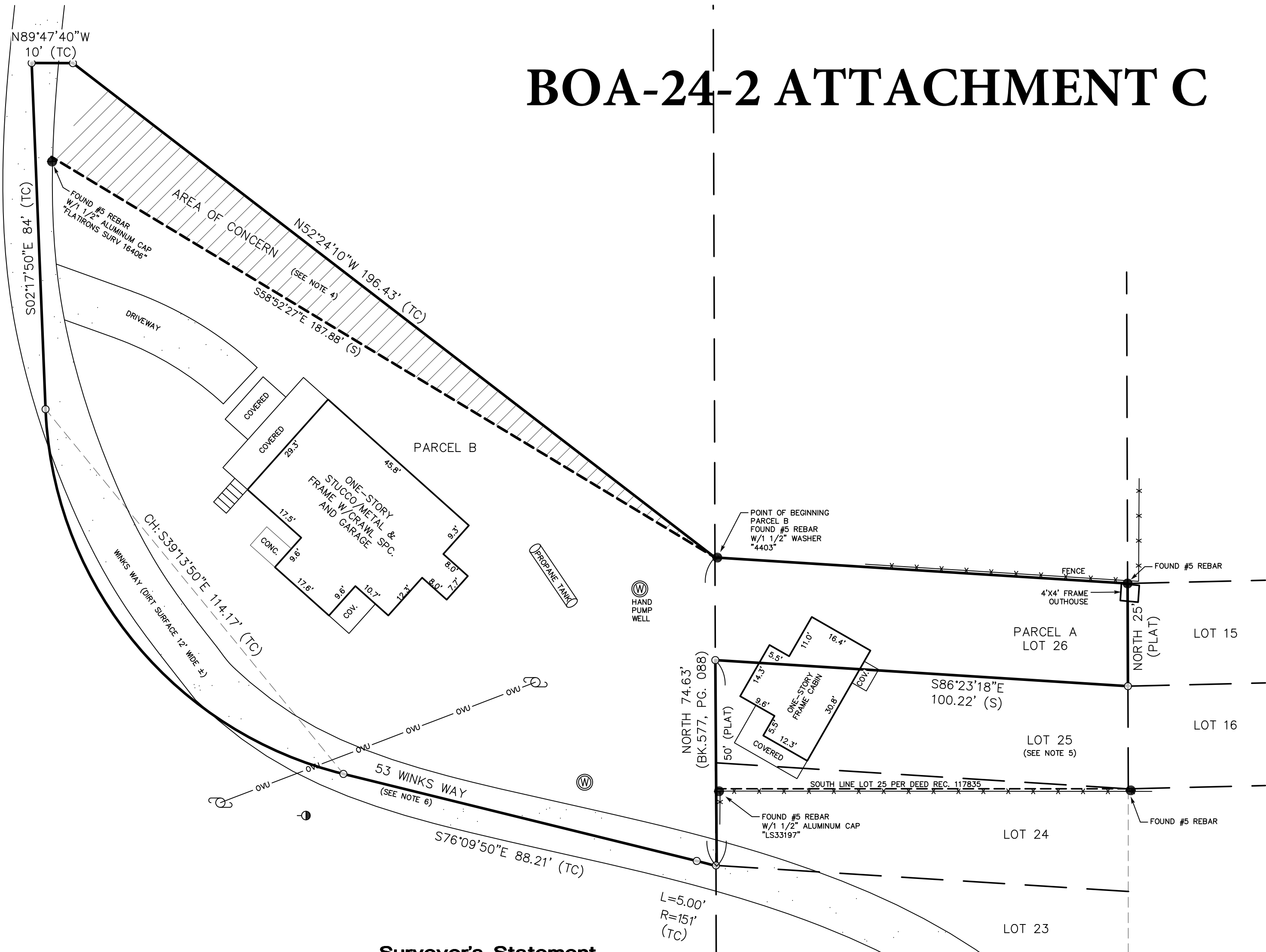


GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.

# BOA-24-2 ATTACHMENT C



## Surveyor's Statement

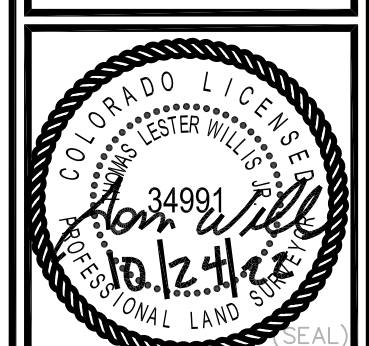
I HEREBY CERTIFY THAT THIS IMPROVEMENT LOCATION CERTIFICATE WAS PREPARED FOR CITY PARK REALTY, LLC AND MOUNTAIN LAND TITLE, THAT IT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT, AND THAT IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF A FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES. THIS CERTIFICATE IS VALID ONLY FOR USE BY CITY PARK REALTY, LLC AND MOUNTAIN LAND TITLE AND DESCRIBES THE PARCEL'S APPEARANCE ON OCTOBER 21, 2022. I FURTHER CERTIFY THAT THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE, OCTOBER 21, 2022, EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES, EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED.

NOTICE: THIS IMPROVEMENT LOCATION CERTIFICATE IS PREPARED FOR THE SOLE USE OF THE PARTIES STATED HEREON. THE USE OF THIS IMPROVEMENT LOCATION CERTIFICATE BY ANY PERSON OR ENTITY OTHER THAN THE PERSON OR ENTITY CERTIFIED TO WITHOUT THE EXPRESS PERMISSION OF FLATIRONS, INC. IS PROHIBITED. THIS CERTIFICATE IS ONLY VALID FOR 90 DAYS FROM THE SIGNATURE DATE. IT IS NOT A LAND SURVEY PLAT AS DEFINED BY C.R.S. 38-51-102(12) OR AN IMPROVEMENT SURVEY PLAT AS DEFINED BY C.R.S. 38-51-102(9). IT DOES NOT ESTABLISH PROPERTY CORNERS. A MORE PRECISE RELATIONSHIP OF THE IMPROVEMENTS TO THE BOUNDARY LINES CAN BE DETERMINED BY A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. THE IMPROVEMENTS ARE GENERALLY SITUATED AS SHOWN, AND ONLY APPARENT (VISIBLE AT THE TIME OF FIELDWORK) IMPROVEMENTS AND ENCROACHMENTS ARE NOTED. FLATIRONS, INC. AND TOM WILLIS WILL NOT BE LIABLE FOR MORE THAN THE COST OF THIS IMPROVEMENT LOCATION CERTIFICATE, AND THEN ONLY TO THE PARTIES SPECIFICALLY SHOWN HEREON. ACCEPTANCE AND/OR USE OF THIS IMPROVEMENT LOCATION CERTIFICATE FOR ANY PURPOSE CONSTITUTES AGREEMENT TO ALL TERMS STATED HEREON.

REVISION	DATE
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IMPROVEMENT LOCATION CERTIFICATE  
PREPARED FOR  
CITY PARK REALTY  
&  
MOUNTAIN LAND TITLE  
COPYRIGHT 2022 FLATIRONS, INC.

**Flatirons, Inc.**  
Land Surveying Services  
www.FlatironsInc.com  
3825 IRIS AVE. STE 395  
BOULDER, CO 80301  
PH: (303) 443-7001  
FAX: (303) 443-9830



JOB NUMBER:  
22-79283  
DATE:  
10-24-2022  
DRAWN BY:  
W. BECKETT  
CHECKED BY:  
SGB/JZG/TW

SHEET 1 OF 1

BY:BBECKETT FILE:79283-ILC.DWG DATE:10/24/2022 4:04 PM

EXTERIOR FINISHES/ MATERIALS		
	MATERIAL	MARK
ASPHALT SHINGLE ROOF - GREY	GAF ASPHALT SHINGLE ROOF, SEE A110	1
WINDOW TRIM	1X4 CEDAR, SEE DETAIL, PAINTED SW6992 INKWELL	2
VINYL WINDOWS	CUSTOM VINYL WINDOWS TO MATCH EXISTING WINDOWS, 1" INSULATED GLAZING UNITS WITH LOW-E COATING	3
CEDAR SHAKE SIDING	PAINTED SIDING SW 2803 ROCKWOOD TERRA COTTA, PROVIDE SAMPLE FOR ARCHITECT TO APPROVE	4
FASCIA BOARD AND RAFTER TAILS	2X4 RESAWN CEDAR, PAINTED SW6992 INKWELL	5
EXISTING STONEWORK	CHECK ALL MORTAR AND GROUTING, TUCK POINT REPAIR AS NEEDED	6
EXISTING BRICK CHIMNEY	CHECK ALL MORTAR AND GROUTING, TUCK POINT REPAIR AS NEEDED	7
LOG COLUMN/ LOG WAINSCOT	REF STRUCTURAL PLANS AND SOURCE LOCALLY	8
CEDAR DECK RAIL SYSTEM	PAINT SW6992 INKWELL AND SEE DTAIL	9

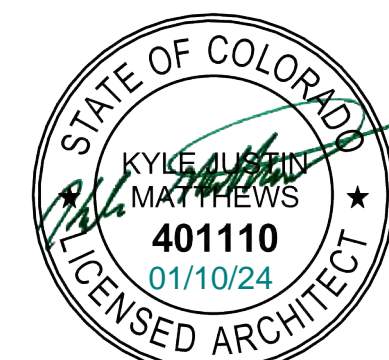
NOTE: ALL PAINT AND STAIN COLORS TO BE APPROVED BY ARCHITECT AND TO MATCH EXISTING FINISHES

# Attachment D BUILDING ELEVATIONS

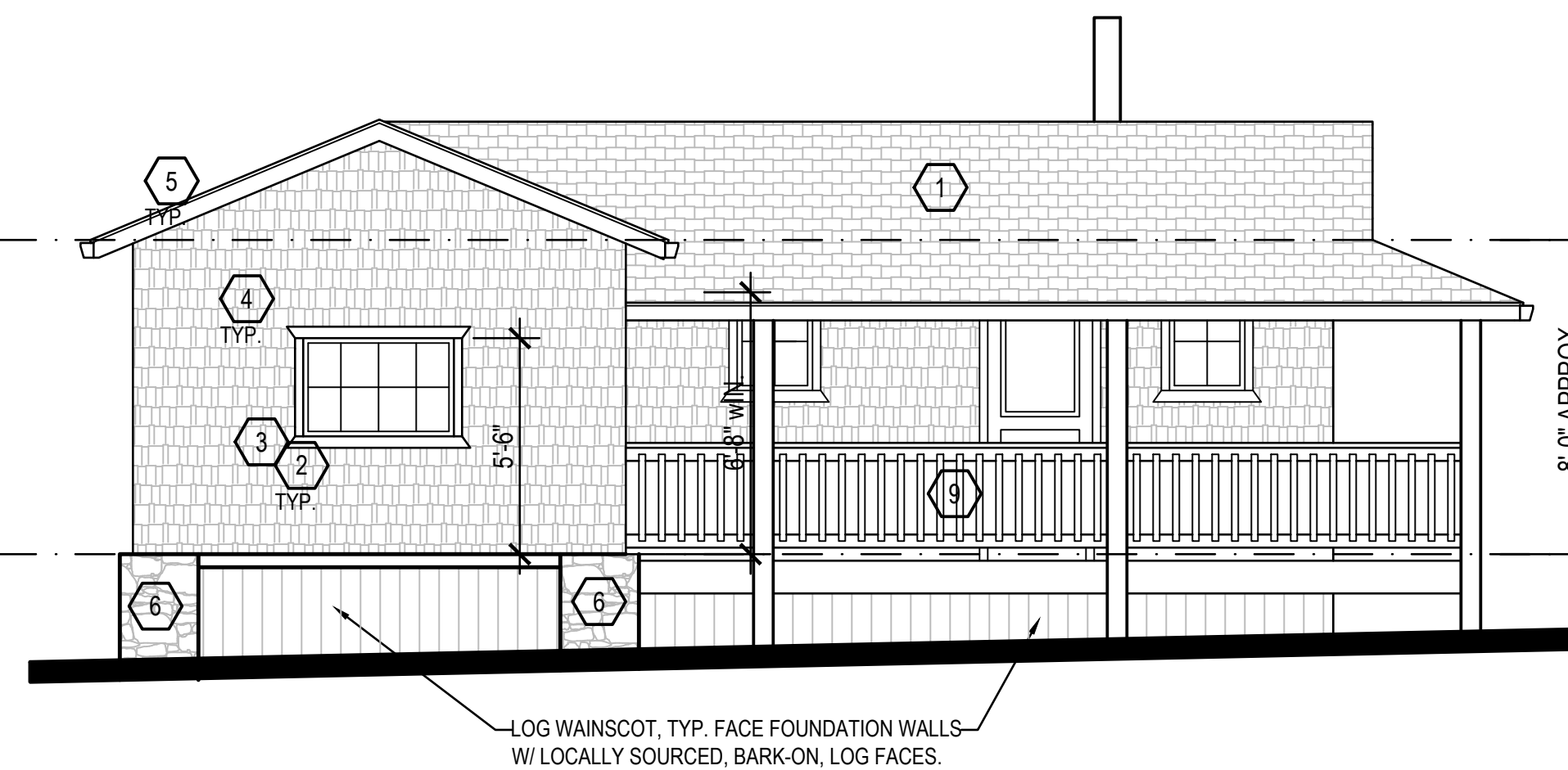
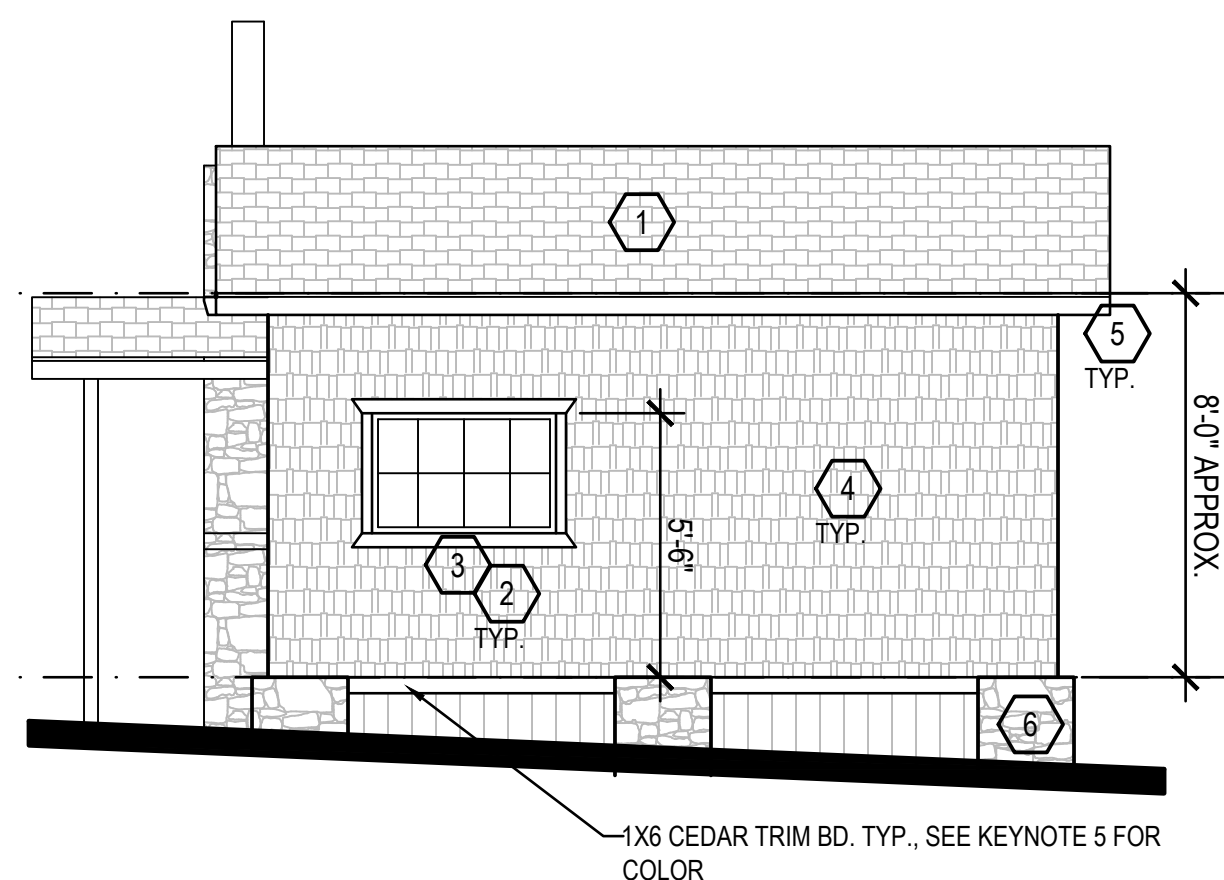
## 143 WINKS WAY



PHONE: (720) 323-1493  
 email: kyle@justarchitectureanddesign.com  
 9815 Westbury Ct, Highlands Ranch, CO 80129



STAMP

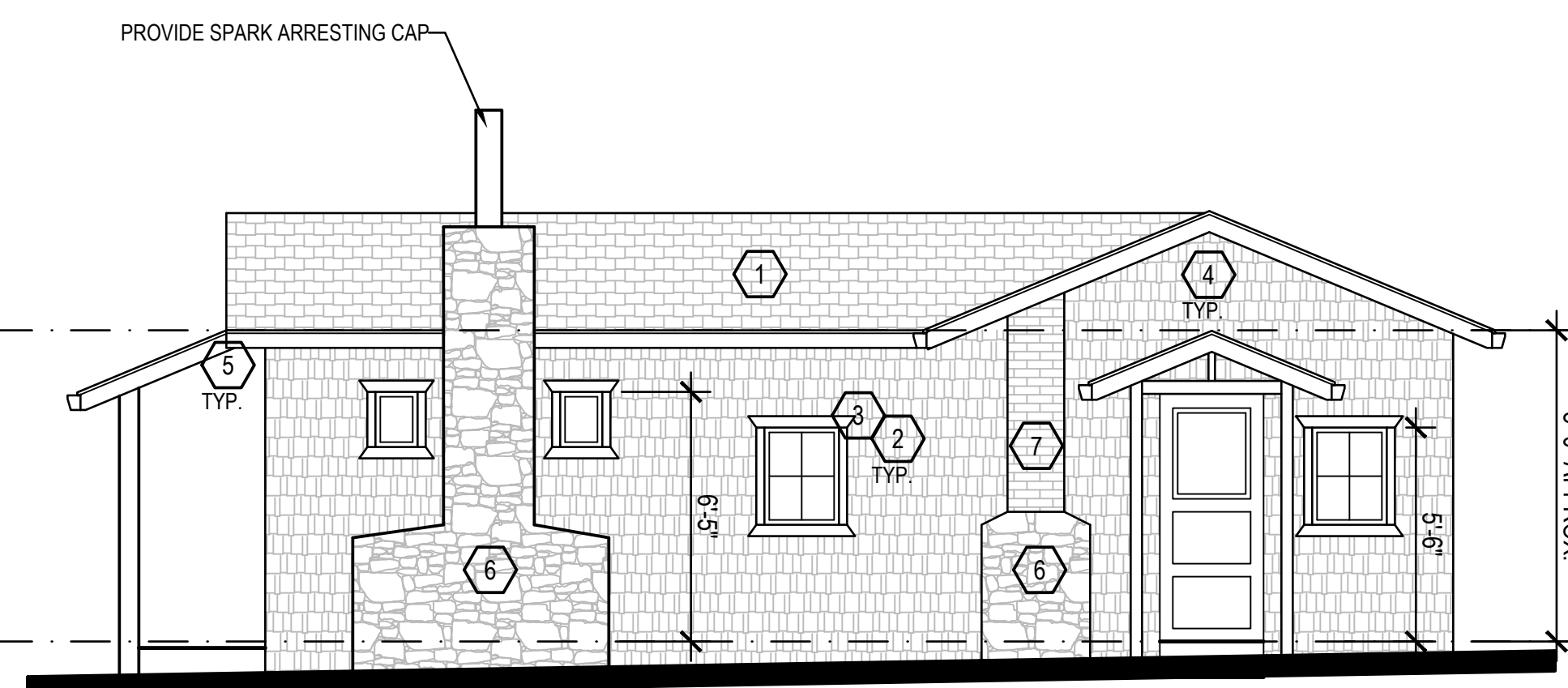
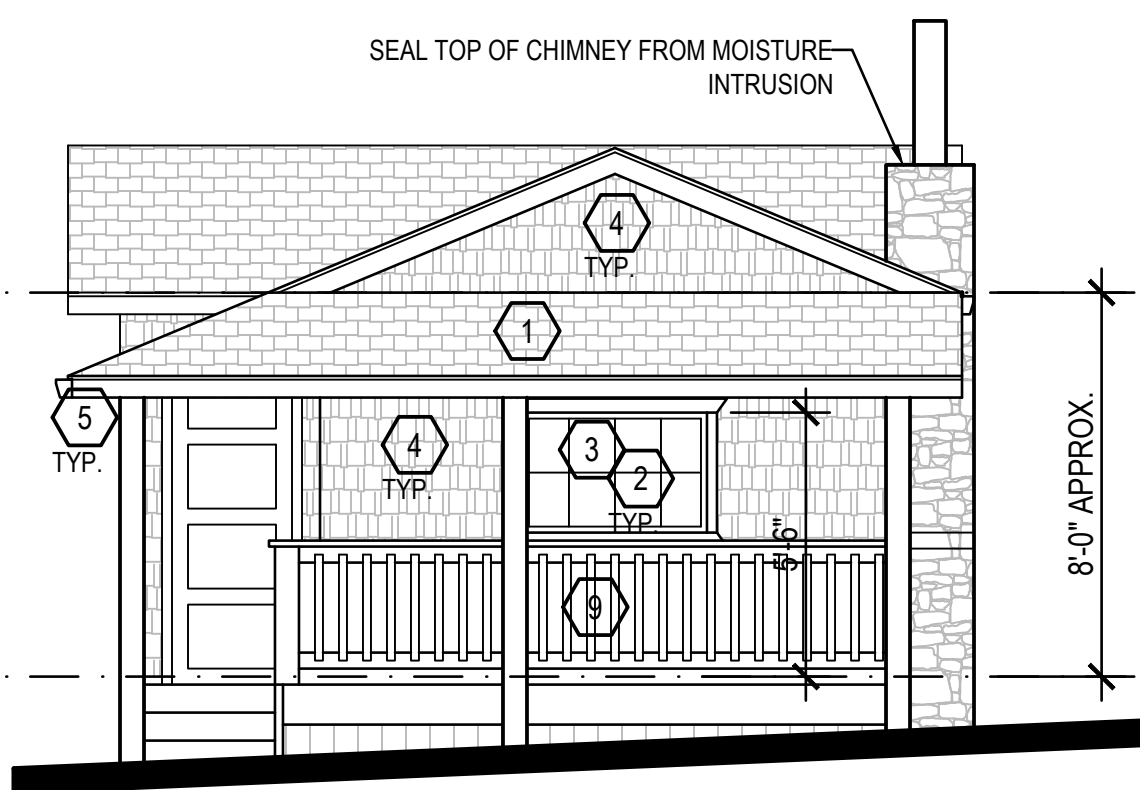


3 EAST ELEVATION

SCALE 1/4"=1'-0"

4 NORTH ELEVATION

SCALE 1/4"=1'-0"



1 WEST ELEVATION

SCALE 1/4"=1'-0"

2 SOUTH ELEVATION

SCALE 1/4"=1'-0"

RESIDENTIAL REMODEL -  
 ORANGE CABIN

143 WINKS WAY, GILPIN, COUNTY, CO

#	DATE	ISSUE
1		
2		
3		
4		
5		
6		

PROJECT NUMBER: 23-012  
 DRAWN BY: KJM  
 CHECKED BY: KJM

ALL INSTRUMENTS OF SERVICE, ALL DESIGN IDEAS AND INFORMATION SHOWN ON THESE DRAWINGS ARE AND SHALL REMAIN THE PROPERTY OF JUST ARCHITECTURE & DESIGN, LTD. NO PART THEREOF SHALL BE COPIED, REPRODUCED, OR USED IN CONNECTION WITH ANY PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY HAVE BEEN PREPARED WITHOUT THE WRITTEN CONSENT OF JUST ARCHITECTURE & DESIGN, LTD. VISUAL CONTACT WITH THESE DRAWINGS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

ELEVATIONS

A201



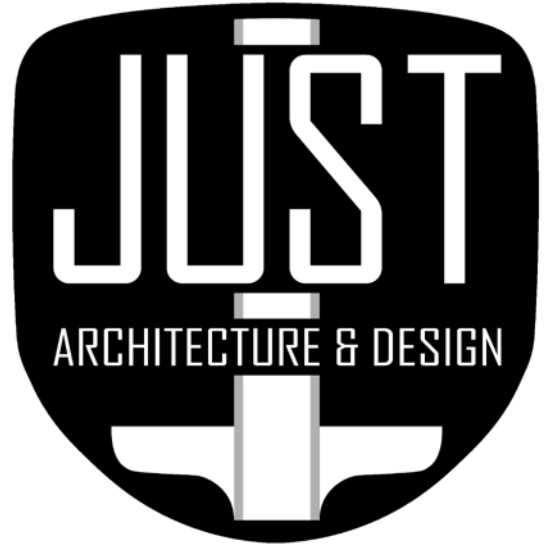


# Attachment D BUILDING ELEVATIONS

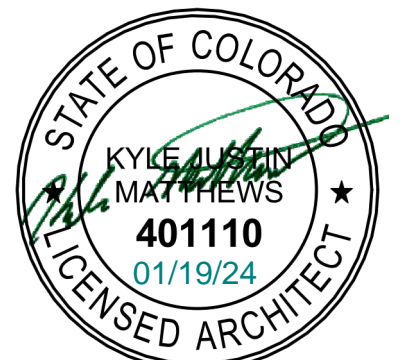
## 53 WINKS WAY

EXTERIOR FINISHES/ MATERIALS		
	MATERIAL	MARK
CORRUGATED METAL ROOF	BRIDGER STEEL 3/4" CORRUGATED ROOF PANEL 22 GA, COLOR BONDERIZED OR EQUAL	1.00000000
WINDOW TRIM	1X4 CEDAR, SEE DETAIL, STAINED	2.00000000
VINYL WINDOWS	CUSTOM VINYL WINDOWS, 1" INSULATED GLAZING UNITS WITH LOW-E COATING, COLOR WHITE	3.00000000
CORRUGATED METAL SIDING	BRIDGER STEEL 3/4" CORRUGATED SIDING PANEL, 26 GA, COLOR BONDERIZED OR EQUAL	4.00000000
FASCIA BOARD AND RAFTER TAILS	2X4 RESAWN CEDAR, STAINED	5.00000000
PORCH WOOD	ROUGH SAWN WESTERN RED CEDAR, STAINED TO MATCH FASCIA	6.00000000

NOTE: ALL PAINT AND STAIN COLORS TO BE APPROVED BY ARCHITECT AND TO MATCH EXISTING FINISHES



PHONE: (720) 323-1493  
 email: kyle@justarchitectureanddesign.com  
 9815 Westbury Ct, Highlands Ranch, CO 80129



STAMP

**WINKS TAVERN**  
**RECONSTRUCTION**  
**SINGLE FAMILY RESIDENCE**  
 53 WINKS WAY, GILPIN, COUNTY, CO

#	DATE	ISSUE
1		
2		
3		
4		
5		
6		

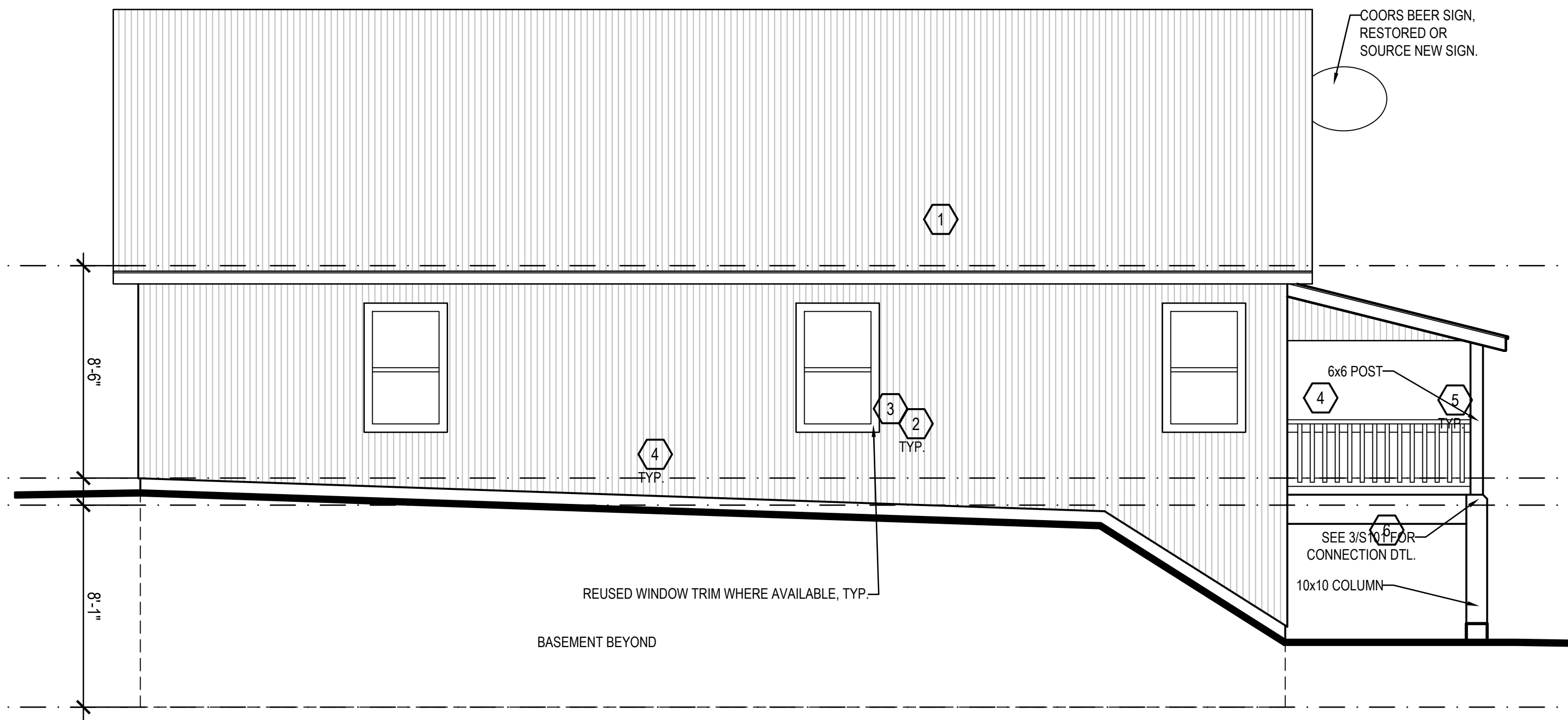
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 DRAWN BY: KJM  
 CHECKED BY: KJM

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ELEVATIONS

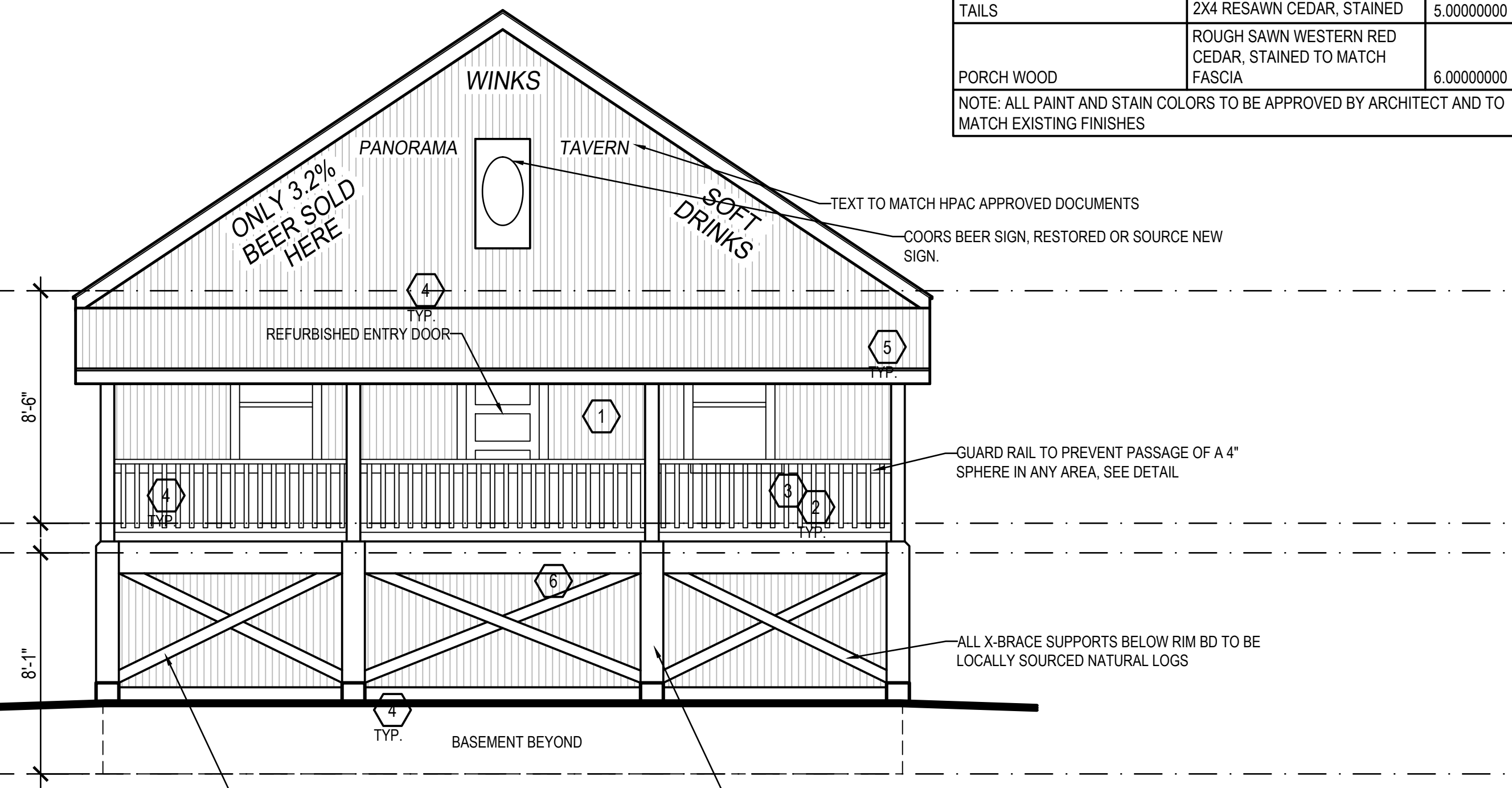
A201

HISTORIC REFERENCE PICTURE



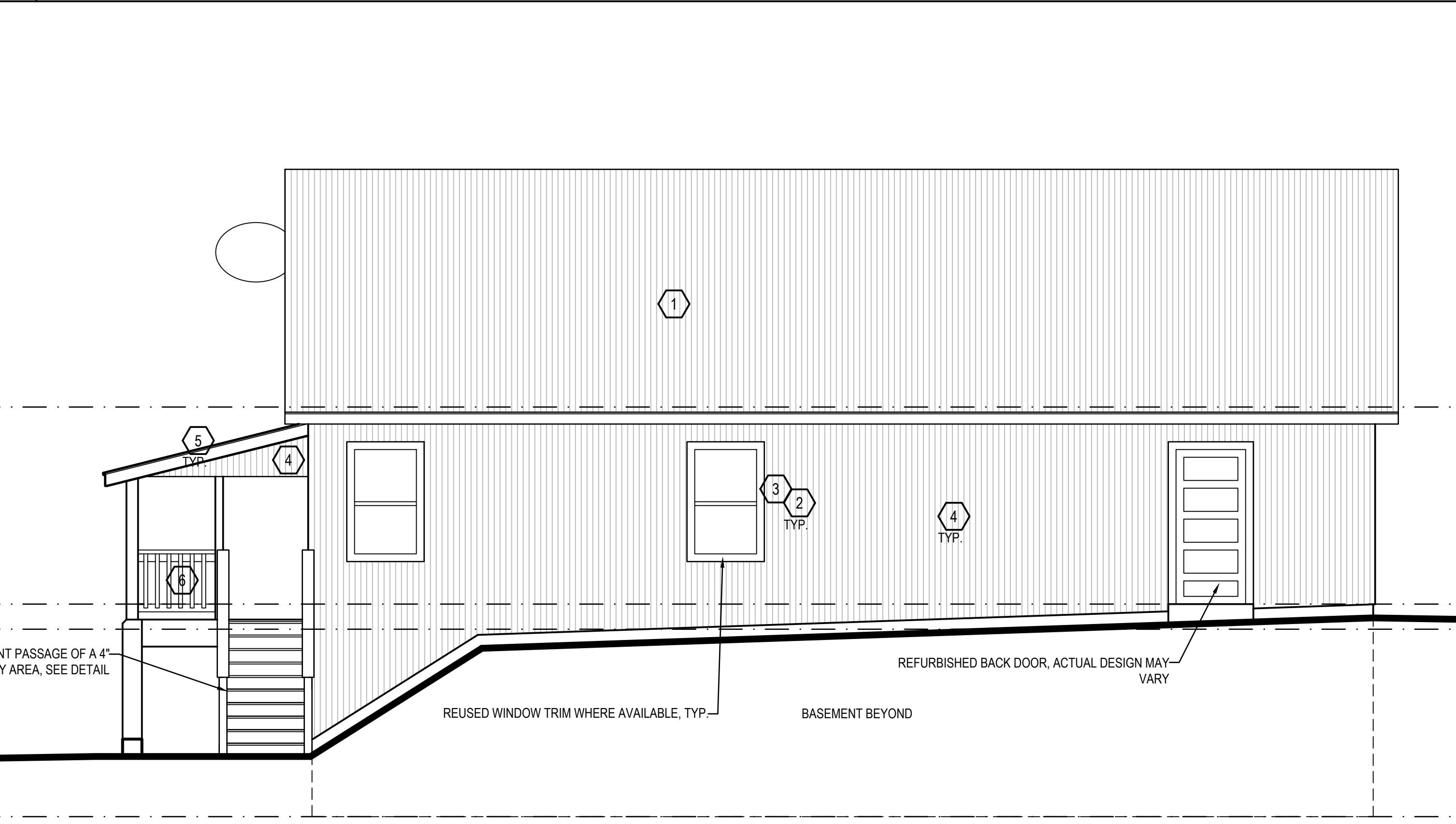
3 EAST ELEVATION

SCALE 1/4"=1'-0"



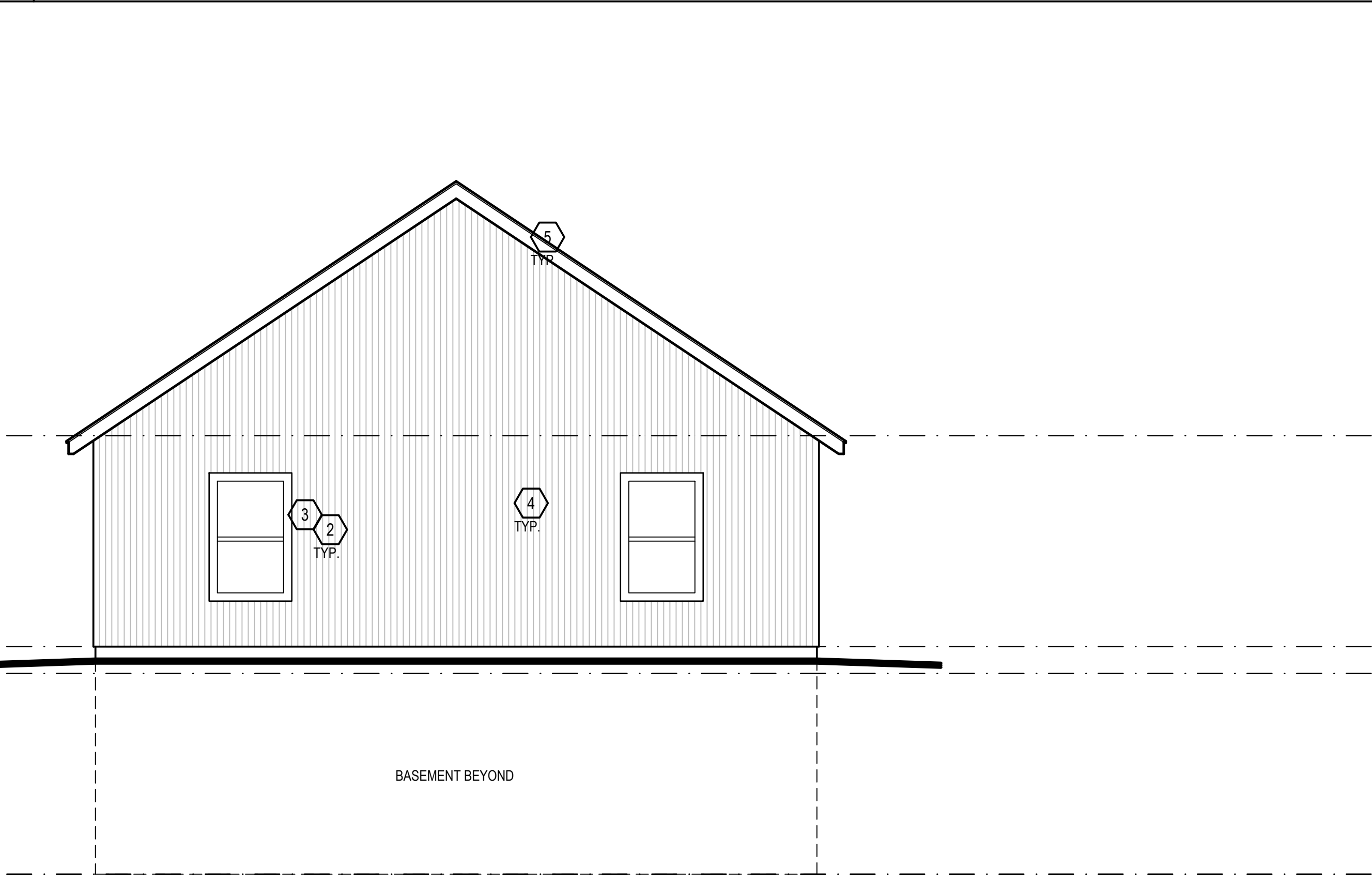
4 NORTH ELEVATION

SCALE 1/4"=1'-0"



1 WEST ELEVATION

SCALE 1/4"=1'-0"



2 SOUTH ELEVATION

SCALE 1/4"=1'-0"



**AFFIDAVIT OF PUBLICATION  
STATE OF COLORADO**

I, Barbara Hardt, certify that I am at least eighteen years of age; that I have personal knowledge of the factual matters set forth herein; that *The Mountain-Ear* is a public weekly newspaper of general circulation published in Gilpin and Boulder counties as Colorado defines "published" in Section 24-70-101, C.R.S.; that said *The Mountain-Ear* is published weekly, duly qualified for the purposes set forth in applicable statutes, including Section 24-70-101, C.R.S to 24-70-109, C.R.S., and any amendments thereto passed prior to this date; that said newspaper has, since January 1, 1980, been admitted to the United States mails with periodicals mailing privileges; that said newspaper has been published in print as a public weekly newspaper of general circulation in Gilpin and Boulder counties, uninterruptedly and continuously, during the period of more than 52 consecutive weeks next prior to the first issue thereof containing the attached legal notice of advertisement; that said attached legal notice or advertisement was published in the regular and entire editions of said newspaper for 1 consecutive week(s) on Thursday of each week; that the first publication of said legal notice or advertisement was in the regular and entire edition of said newspaper on the 2nd of May, 2024; and that copies of each number of said newspaper which said notice or advertisement was published were delivered by carriers or transmitted by mail to each of the subscribers of said newspaper, according to newspaper's accustomed mode of business.

**Date(s) of Publication:** May 2, 2024

Title of Public Notice: **Hearing Jim Hesterly**

Barbara Hardt	<u>Barbara Hardt</u>	<u>5-14-2024</u>
Printed Name	Signature	Date

State of Colorado )  
County of (Gilpin) (Boulder) )

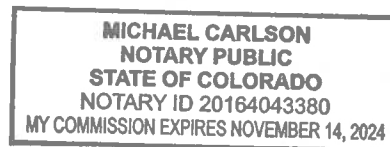
Signed before me on 5/14, 2024.

by Barbara Hardt (name of individual(s) making statement).

Michael Carlson  
(Notary's official signature)

Notary Public  
(Title of office)

11/14/24  
(Commission Expiration)



# AGENDA ITEM

## Staff Report

To: Board of County Commissioners  
 From: Alisa Witt, Director, Public Health Agency  
 Date: June 11, 2024  
 Item: Resolution 24-88, Adopting the Emergency Mutual Aid and Assistance Agreement for Local Colorado Public Health Agencies  
 Requested Action: Motion  
 Public Hearing: No

**I. REQUEST OR ISSUE:**

CDPHE requests that all counties sign the Mutual Aid Agreement in the event of a Public Health Emergency that crosses county boundaries, or when help is requested from neighboring counties for assistance in the Public Health Emergency.

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

approve the signing of the agreement

**III. FISCAL IMPACTS:**

None.

**IV. LEGAL ISSUES:**

Yes. this is a legal agreement that has been reviewed by the county attorney's office

**V. ENVIRONMENTAL IMPACTS:**

None.

**VI. ALTERNATIVES:**

not signing

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

**APPROVING THE MUTUAL AID ASSISTANCE AGREEMENT FOR LOCAL COLORADO PUBLIC  
HEALTH AGENCIES**

**WHEREAS**, pursuant to The Colorado Disaster Emergency Act, § 24-33.5-701 through 24-33.5-716, C.R.S. (the “CDEA”), was established for the purposes stated in § 24-33.5-702, C.R.S. and; Those purposes include, among other things, authorizing and providing for cooperation in disaster prevention, preparedness, response, and recovery.

**WHEREAS**, those purposes include, among other things, authorizing and providing for cooperation in disaster prevention, preparedness, response, and recovery and;

**WHEREAS**, the Colorado Board of Health adopted rules and regulations pertaining to preparations for a disaster, as that term is defined in § 24-33.5-703, C.R.S. Regulation 1.2 of the Board Regulations, 6 CCR1009-5, at Regulation 1, requires each county and local public health agency in this State subject to Title 25, Article 1, Part 5, C.R.S., to enter into a uniform mutual aid agreement with all other such county and local public health agencies that obligates the county or local public health agency to render aid and assistance during a disaster, unless the county or local public health agency needs to withhold resources necessary to provide reasonable protection within its own jurisdiction and;

**WHEREAS**, this Agreement is intended to:

- a. Reduce the vulnerability of people and communities of this State to injury, illness, loss of life, and loss of or damage to property resulting from the public health impacts of a disaster and;
- b. Prepare for prompt and efficient care, treatment, and assistance to persons threatened or affected by a disaster;
- c. Provide for the rapid identification of potential public health threats created by a disaster and;
- d. Provide for cooperation and coordination of activities relating to preparedness for, mitigation of, response to, and recovery from the public health impacts of a disaster and;

**WHEREAS**, under § 24-33.5-713, C.R.S., this Agreement may include provisions for furnishing aid and assistance to meet the needs of the county and local public health agencies to prepare for, mitigate, respond to, and recover from the public health impacts of a disaster.



**Emergency Mutual Aid and Assistance Agreement  
for  
Local Colorado Public Health Agencies**

This Emergency Mutual Aid and Assistance Agreement (“Agreement”) is made and entered into by and between each local Colorado public health agency that adopts and signs this Agreement.

**Recitals**

1. The Colorado Disaster Emergency Act, § 24-33.5-701 through 24-33.5-716, C.R.S. (the “CDEA”), was established for the purposes stated in § 24-33.5-702, C.R.S. Those purposes include, among other things, authorizing and providing for cooperation in disaster prevention, preparedness, response, and recovery.
2. The Colorado Board of Health (the “Board”) adopted rules and regulations (the “Board Regulations”) pertaining to preparations for a disaster, as that term is defined in § 24-33.5-703, C.R.S. Regulation 1.2 of the Board Regulations, 6 CCR 1009-5, at Regulation 1, requires each county and local public health agency in this State subject to Title 25, Article 1, Part 5, C.R.S., to enter into a uniform mutual aid agreement with all other such county and local public health agencies that obligates the county or local public health agency to render aid and assistance during a disaster, unless the county or local public health agency needs to withhold resources necessary to provide reasonable protection within its own jurisdiction.
3. In keeping with the purposes of the CDEA as stated in § 24-33.5-702, C.R.S. and Regulation 1. of the Board Regulations, this Agreement is intended to:
  - a. Reduce the vulnerability of people and communities of this State to injury, illness, loss of life, and loss of or damage to property resulting from the public health impacts of a disaster;
  - b. Prepare for prompt and efficient care, treatment, and assistance to persons threatened or affected by a disaster;
  - c. Provide for the rapid identification of potential public health threats created by a disaster; and
  - d. Provide for cooperation and coordination of activities relating to preparedness for, mitigation of, response to, and recovery from the public health impacts of a disaster.
4. Under § 24-33.5-713, C.R.S., this Agreement may include provisions for furnishing aid and assistance to meet the needs of the county and local public health agencies to prepare for, mitigate, respond to, and recover from the public health impacts of a disaster.
5. In addition to the state of Colorado, the Federal Emergency Management Agency (“FEMA”) has recognized the importance of local governments coordinating activities relating to disaster mitigation, preparedness, response, and recovery.

6. The local public health agencies which have chosen to become Parties to this Agreement wish to provide mutual aid and assistance among themselves pursuant to the terms and conditions of this Agreement in the event of a local or State disaster that is unofficially or officially declared as a disaster emergency pursuant to applicable law.

Now, therefore, based on the foregoing recitals, and in consideration of the mutual agreements contained herein, and subject to the terms and conditions stated herein, the undersigned Parties agree as follows:

### **Section I. Definitions**

1. As used in this agreement, the following terms have the meanings stated below.
  - a. "Aid and assistance" means and includes personnel, equipment, facilities, services, supplies, and other resources necessary to respond to, mitigate, and recover from the public health impacts of a disaster.
  - b. "Authorized representative" means a Party's employee or agent who has been authorized in writing by that Party to request or to offer to provide aid and assistance under the terms of this Agreement. The list of authorized representatives for each Party signing this Agreement shall be attached to the executed copy of this Agreement. Any change by a Party to its list of designated authorized representatives shall be made by giving written notice of such change pursuant to the Colorado Department of Public Health and Environment ("CDPHE") Office of Emergency Preparedness and Response, as set forth in section XIX(2) below.
  - c. "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to fire, flood, earthquake, wind, storm, wave action, hazardous substance incident, oil spill or other water contamination requiring emergency action to avert danger or damage, volcanic activity, epidemic, pandemic, air pollution, blight, drought, infestation, explosion, civil disturbance, hostile military or paramilitary action, or a condition of riot, insurrection, or invasion existing in the state or in any county, city, town, or district in the state.
  - d. "Local agency" means an agent, department, or entity affiliated with the Requesting Party, as defined below.
  - e. "Party" means a governmental entity, including but not limited to, a local public health agency, which has adopted and signed this Agreement.
  - f. "Provider" means a Party that has agreed to provide aid and assistance under the terms of this Agreement.
  - g. "Recipient" means a Party that has agreed to accept all or part of the aid and assistance offered by a Provider under the terms of this Agreement.

- h. “Requesting Party” means a Party that has requested aid and assistance under the terms of this Agreement.
- i. “Solicited Party” means a Party that has received a request for aid and assistance under the terms of this Agreement.

**Section II. Conditional obligation to provide aid and assistance; no right of action for third Parties**

1. This is a reciprocal agreement. Each Party understands and agrees it may be requested by another Party to be a Provider. It is also mutually understood and agreed that each Party's foremost responsibility is to the persons within its own jurisdictional boundaries. Accordingly, the provisions of this Agreement shall not be construed to impose an unconditional obligation on any Solicited Party to provide aid and assistance pursuant to a request from a Requesting Party. When aid and assistance have been requested, a Solicited Party may inform the Requesting Party that it is unable to provide all or any part of the aid and assistance requested.
2. Given the finite resources of any Party and the potential for each Party to be unavailable to provide aid and assistance at a given point in time, the Parties may enlist other entities in mutual aid and assistance efforts. Notwithstanding such circumstances, the Parties recognize that there are meritorious reasons for entering into this Agreement, and the Parties shall attempt to provide aid and assistance in accordance with the terms of this Agreement to the fullest extent possible.
3. All functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific person. Accordingly, this Agreement shall not be construed as, or deemed to be an agreement for the benefit of any person not a Party to this Agreement, and any such person shall have no right of action under this Agreement for any cause whatsoever.

**Section III. Procedures for requesting aid and assistance**

1. Whenever the terms “Provider,” “Recipient,” “Requesting Party,” or “Solicited Party” are used in this Agreement, the reference shall include any of that Party's authorized representatives.
2. Aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by the Requesting Party. When the Requesting Party becomes affected by a disaster and deems its resources inadequate for a required response, it may request aid and assistance from other Parties to this Agreement. All requests for aid and assistance shall be made and transmitted as section IV below.
3. All requests for aid and assistance shall initially be made verbally to the Solicited Party, to be followed by a written request through the appropriate

electronic system, meaning via the most efficient and practicable means of electronic transmission available at the time.

4. The Recipient shall be responsible for coordinating with the Local Agency within the Recipient's jurisdictional boundaries. Any requests for State and/or Federal assistance are separate and apart from aid and assistance rendered under the terms of this Agreement. Any requests made outside of the mutual aid request are the responsibility of the Recipient.

#### **Section IV. Solicited Party's assessment of available resources and ability to render aid and assistance**

1. When contacted by a Requesting Party/Local Agency, the Solicited Party shall assess its own local situation in order to determine the availability of its personnel, equipment, and other resources to provide aid and assistance. If the Solicited Party determines it has available resources to provide aid and assistance, it shall so notify the Requesting Party promptly and through the most efficient and practical means of transmission available at the time, but in no event more than twenty-four (24) hours after its receipt of the request. Such notice shall be given by completing and delivering to the Requesting Party, by the most efficient and practical means of transmission available at the time, a written or verbal acknowledgment, to be followed up in writing as soon as reasonably feasible.
2. When a request for aid and assistance has been submitted to a Local Agency acting on behalf of a Requesting Party, the Local Agency shall use the most efficient and practical means of transmission available at the time to forward the Provider's written or verbal acknowledgment of the aid and assistance to be rendered, to the Requesting Party. After which the Local Agency shall follow up by sending any verbal acknowledgment to the Requesting Party in writing, as soon as reasonably feasible. The Local Agency shall forward the Provider's acknowledgment to the Requesting Party promptly, by the most efficient and practical means of transmission available at the time, but in no event more than twenty-four (24) hours after its receipt from the Provider.
3. If a Solicited Party determines in good faith that it does not have resources available to satisfy a request for aid and assistance, the Solicited Party shall complete a written acknowledgment along with a verbal acknowledgment, whether on the request form received from the Requesting Party or on another form, notifying the Requesting Party of its rejection of the request for aid and assistance. Such notice shall include a detailed explanation of the reasons why the Solicited Party must reject the request for aid and assistance. Such notice shall be promptly delivered to the Requesting Party by the most efficient and practical means of transmission available, but in no event more than twenty-four (24) hours after the Solicited Party's receipt of the request.



### **Section V. Supervision and control**

1. A Provider shall designate supervisory personnel among its employees sent to render aid and assistance to a Recipient. As soon as practicable, the Recipient shall assign work tasks to the Provider's supervisory personnel, and unless otherwise mutually agreed to in writing, the Recipient shall have the responsibility for coordinating communications between the Provider's supervisory personnel and the Recipient. The Recipient shall provide necessary credentials to the Provider's personnel, as authorized by law, authorizing them to operate at the request of the Recipient.
2. Direct supervision and control of the Provider's personnel, equipment, and other resources shall remain with the Provider's supervisory personnel. The Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units. If this is not possible, the Provider shall promptly notify the Recipient of such circumstances.

### **Section VI. Length of time for aid and assistance; renewability; recall; demobilization**

1. Unless otherwise mutually agreed to in writing, the duration of a Provider's aid and assistance shall be for an initial period of seven (7) days, beginning from the date the Provider's aid and assistance commences at the disaster site. Thereafter, aid and assistance may be extended in daily or weekly increments as the situation warrants, for a supplemental period(s) of time that must be mutually agreed upon by the Provider and the Recipient.
2. The Provider's personnel, equipment, and other resources shall remain subject to recall by the Provider to provide aid and assistance to persons within its jurisdictional boundaries if circumstances so warrant. The Provider shall make a good faith effort to give at least twenty- four (24) hours advance written notice to the Recipient of the Provider's intent to recall its aid and assistance. If such notice is not practicable, the Provider shall give the Recipient as much advance written notice as is reasonable under the circumstances.
3. After the mutually agreed upon time, the Provider's aid and assistance will demobilize. The coordination and demobilization process will follow the current demobilization policies and procedures as defined by the Provider and Recipient.

### **Section VII. Reimbursements**

1. After the specified allotted time set forth in Section VI, the Recipient shall reimburse the Provider for all costs and expenses incurred. After this allotted time, except as otherwise provided below, a Recipient shall pay to the Provider all costs and expenses identified in this Section VII, evidenced in writing and incurred by the Provider in furnishing aid and assistance to the Recipient.

2. An invoice for reimbursement of costs and expenses for aid and assistance furnished under this Agreement shall be submitted by the Provider to the Recipient as soon as practicable after the costs and expenses are incurred, but no later than sixty (60) days after the period of aid and assistance terminates; provided, however, if the deadline for identifying damage is extended in accordance with 44 CFR Part 206, the request must be submitted no later than sixty (60) days after such extended deadline for identifying damage. The Recipient shall pay the invoice and/or advise of any disputed items no later than sixty (60) days following the billing date. These time frames may be modified in writing.

#### **Section VIII. Rights and privileges of provider's employees**

1. A Provider's employees who are rendering aid and assistance pursuant to this Agreement shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the jurisdictional limits of the Provider, except as may be limited by law.

#### **Section IX. Provider's employees covered at all times by provider's workers' compensation policy**

1. A Recipient shall not be responsible for reimbursing any amounts paid or due as workers' compensation benefits to the Provider's employees under the terms of this Agreement due to personal injury or death occurring at any time such employees are engaged in rendering aid and assistance under this Agreement. The Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees only, and the Recipient will be entirely responsible for the payment of workers' compensation benefits to its own respective employees only.

#### **Section X. Immunity**

1. The Parties to this Agreement are all governmental entities providing governmental services under this Agreement and do not intend to waive their governmental immunity by entering into this Agreement or performing under its terms. Nothing in this Agreement shall be construed as a waiver of immunity provided by common law, or by statute, specifically the Colorado Governmental Immunity Act, §§ 24-10-101 through 24-10-120, C.R.S., and §24-33.5-711.5, C.R.S., or as an assumption of any duty for the benefit of any third Party.

#### **Section XI. Liability**

1. Each Party to this Agreement shall be an independent contractor, and no Party, nor such Party's officers, employees, or agents shall be deemed to be an agent of any other Party. Except as otherwise specifically provided herein, each Party waives all claims and causes of action against the other Party for compensation, damages, personal injury, or death which may result or occur as

a consequence, directly or indirectly, of any performance under this Agreement. Each Party is responsible for its own negligence and that of its own officers, employees, and agents to the extent provided in the Colorado Governmental Immunity Act (“CGIA”) and § 24-33.5-711.5, C.R.S. As stated in section X above, nothing in this Agreement shall be construed as a waiver of immunity provided by common law, or by statute, specifically the CGIA and at§24-33.5-711.5, C.R.S., or as an assumption of any duty for the benefit of any third Party.

#### **Section XII. Performance subject to annual appropriation**

1. The performance of any obligations under this Agreement is expressly subject to the annual appropriation of sufficient funds by each Party’s respective governing body to enable such Party to respond to requests for aid and assistance made under this Agreement.
2. The obligations of each Party under this Agreement, or any extension, renewal, or amendment thereof, shall extend only to monies appropriated each fiscal year for the purposes of this Agreement by such Party’s governing body, paid into that Party’s treasury, and encumbered for the purposes of this Agreement. The Parties acknowledge that (i) no Party by this Agreement pledges present cash reserves for payment or performance in the current or future fiscal years, and (ii) this Agreement does not create, nor is it intended to create a multiple-fiscal year direct or indirect debt or financial obligation of any Party.

#### **Section XIII. Initial duration of agreement; renewal; termination**

1. This Agreement shall be binding on each Party for not less than one (1) year from its effective date unless a Party withdraws from the Agreement upon at least sixty (60) days advance written notice as to the CDPHE address in section XIX(2) below. Thereafter, this Agreement shall continue to be binding on each Party in subsequent years, unless a Party withdraws from the Agreement by written notice to all Parties to this Agreement. Such withdrawal shall not be effective until sixty (60) days after notice thereof has been given by the withdrawing Party to all other Parties. A Party’s withdrawal from this Agreement shall not affect a Party’s reimbursement obligations or any other liability or obligation incurred under the terms of this Agreement before the effective date of withdrawal. Once the withdrawal is effective, the withdrawing Party shall no longer be a Party to this Agreement, but this Agreement shall continue to exist among the remaining Parties.

#### **Section XIV. Amendments**

1. This Agreement may be modified at any time upon the mutual written consent of all Parties.
2. Additional municipal, county, and local public health agencies may become Parties to this Agreement by adopting and signing this Agreement.

### **Section XV. Headings**

1. The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

### **Section XVI. Severability: effect on other agreements**

1. Should any clause, sentence, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each Party declares it would have entered into this Agreement regardless of the fact that any one or more of this Agreement's clauses, sentences, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), paragraph(s), or other part(s) invalidated.
2. In the event Parties to this Agreement have entered into other mutual aid and assistance contracts relating to preparedness for, mitigation of, response to, and recovery from the public health impacts of a disaster, those Parties agree that to the extent a request for aid and assistance is made pursuant to this Agreement, this Agreement supersedes those previous mutual aid and assistance contracts.

### **Section XVII. Miscellaneous**

1. This Agreement constitutes the entire Agreement of the Parties regarding the subject matter referred to in it. As such, it supersedes any and all prior oral and/or written agreements of the Parties regarding the subject matter referred to in this Agreement.
2. No Party may assign its rights or obligations under this Agreement without the prior written consent of all other Parties.
3. Except as otherwise expressly provided herein, this Agreement shall ensure to the benefit of and be binding on the Parties and their respective successors and assigns.
4. The waiver of any breach of a term of this Agreement shall not be construed as a waiver of any other term nor as a waiver of any subsequent breach of the same term.
5. The laws of the state of Colorado shall be applied in interpreting, executing, and enforcing this Agreement.
6. Any notice, request, acknowledgment, or similar communication required or permitted under this Agreement shall be transmitted by personal delivery, certified U.S. mail, overnight delivery by Federal Express or a similar delivery agent, facsimile transmission, or e-mail transmission to each appropriate Party

at the address, facsimile number, or e-mail address given in the signature block to this Agreement. Any Party may from time to time designate by written notice a substitute address, phone number, or e-mail address for such purposes.

7. Each Party represents and warrants that the individual(s) signing this Agreement on its behalf is/are duly authorized to act on behalf of that Party to enter into this Agreement and to bind that Party to this Agreement and that such authority has been duly approved by that Party's governing body.
8. This Agreement may be executed in separate counterparts. The counterparts taken together shall constitute the whole Agreement.

#### **Section XVIII. Effective date**

1. As to each Party, this Agreement shall take effect upon the date it duly signs this Agreement.

#### **Section XIX. Custodian of agreement**

1. The Parties to this Agreement agree that the Colorado Department of Public Health and Environment ("CDPHE") shall act as custodian of the executed original and any executed counterparts of this Agreement. The CDPHE's obligations and responsibilities as custodian shall be limited to maintaining possession of the executed original, any executed counterparts of, and any amendments to this Agreement, and providing to each Party a current list of all of the Parties to this Agreement each time a local Colorado public health agency executes this Agreement or withdraws as a Party from it. The CDPHE shall not be considered, nor shall it be a Party to this Agreement, and shall have no obligations or liability whatsoever to any of the Parties to this Agreement or any third parties, except as to the custodial duties expressly stated herein; provided, however, acting as custodian of this Agreement shall not limit or derogate from the CDPHE's obligations and duties otherwise prescribed by applicable law pertaining to disaster prevention, preparedness, response, and recovery.
2. To facilitate the CDPHE's role as custodian of this Agreement, each Party shall deliver to the CDPHE a copy of each fully executed Agreement, any executed counterpart thereof, any executed amendment thereof, and any notice of withdrawal therefrom. The CDPHE's address for delivery of any of such documents is:

**Colorado Department of Health and Environment  
Office of Emergency Preparedness and Response  
Attention: Amanda Hettinger  
4300 Cherry Creek Drive So.  
Denver, CO. 80246-1530**

In witness whereof, each of the Parties has caused this Agreement to be duly signed in its name and on its behalf by its authorized officer, who has signed with the concurrence of such Party's governing body as of the date shown below.

Name of Party: \_\_\_\_\_

By (Printed Name and Title): \_\_\_\_\_

E-mail address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Approved as to form:

By (Printed Name and Title): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Counsel for \_\_\_\_\_

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

# AGENDA ITEM

## Staff Report

To: Board of County Commissioners  
 From: Alisa Witt, Director, Public Health Agency  
 Date: June 11, 2024  
 Item: Resolution 24-91, Approving County Employee Reporting Form for Illicit Substances Found on County Property  
 Requested Action: Resolution  
 Public Hearing: No

**I. REQUEST OR ISSUE:**

Procedure for employees to properly respond to and report illicit drugs, substances, or paraphernalia found on county property.

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

approve the reporting form

**III. FISCAL IMPACTS:**

None.

**IV. LEGAL ISSUES:**

Yes. this form is to report illicit or suspicious materials found on county property and aims to ensure public safety

**V. ENVIRONMENTAL IMPACTS:**

Yes. this involves the potential clean up of hazardous materials

**VI. ALTERNATIVES:**

Not approving the form

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

**Approving County Employee Reporting Form for Illicit Substances Found on County Property**

**WHEREAS**, as approved via Resolution 22-39, the Board of County Commissioners (BoCC) Strategic Priority #1 is Workforce Optimization and includes Measurable Milestone Goals (MMG) D, create and regularly reinforce safety plans for all county facilities; and

**WHEREAS**, unknown or illicit substances or associated paraphernalia may pose a threat to the public and or staff members; and

**WHEREAS**, responding to the threat by properly securing the area where unknown or illicit substances or associated paraphernalia is an important step for safety; and

**WHEREAS**, reporting the incident to Gilpin County Sherrif dispatch, Gilpin County Facilities Director, Gilpin County Public Health Director, and Gilpin County Human Resources in a timely manner is required

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

1. Approval of the Illicit Drugs, Substances or Paraphernalia Reporting Form
2. Requiring all Gilpin County Employees to fill out the reporting form and email it to their supervisor and the individuals listed on the form.

**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





Call 911 immediately if illicit drug usage is occurring when you walk in. This form is used if no one is present in the room and suspicious materials are found.



**PUBLIC HEALTH**

## ILLICIT DRUGS, SUBSTANCES OR PARAPHERNALIA REPORTING

WHEN AN INCIDENT OCCURS:		
1. Immediately notify supervisor <b>AND do not touch, move, or discard any hazardous material or products.</b> Blood, needles, pills, powders, pipes, straws, or other items you have concerns about. If you are not sure-then act.	2. Restrict access to the area by closing doors and posting additional signage.	3. Complete Incident Report.
<b>Incident date:</b> Click or tap here to enter text.	<b>Time:</b> Click or tap here to enter text.	<b>Location:</b> Click or tap here to enter text.
<b>Name &amp; contact information of person completing this form:</b> Click or tap here to enter text.		
<b>Name &amp; contact information of notifying supervisor:</b> Click or tap here to enter text.		
DETAILED DESCRIPTION OF INCIDENT:		
Click or tap here to enter text.		
<b>Witness names (If applicable):</b> Click or tap here to enter text.		
COUNTY PROPERTY:		
<b>Building:</b> Click or tap here to enter text.		
<b>Location (room, hallway, etc.):</b> Click or tap here to enter text.		
<b>Cleaning requested:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No*		
<b>*If no, provide reason:</b> Click or tap here to enter text.		
<b>Hazardous materials:</b> <input type="checkbox"/> Yes* <input type="checkbox"/> No		
<b>*Hazardous materials:</b> Click or tap here to enter text.		
<b>Facilities notified:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Name &amp; contact information of facilities personal notified:</b> Click or tap here to enter text.		

Call 911 immediately if illicit drug usage is occurring when you walk in. This form is used if no one is present in the room and suspicious materials are found.



**PUBLIC HEALTH**

## ILLICIT DRUGS, SUBSTANCES OR PARAPHERNALIA REPORTING

Did the incident result in property damage:  Yes  No

If yes, include description of damage:

Click or tap here to enter text.

Were photographs of damage taken:  Yes\*  No

*Attach any photographs along with report*

Please submit a copy of this completed report to:

[awitt@gilpincounty.org](mailto:awitt@gilpincounty.org)

[rkeenan@gilpincounty.org](mailto:rkeenan@gilpincounty.org)

[crjohnson@gilpincounty.org](mailto:crjohnson@gilpincounty.org)

[karmstrong@gilpincounty.org](mailto:karmstrong@gilpincounty.org)

# AGENDA ITEM

## Staff Report

To: Board of County Commissioners  
From: Susie Allen, Property & Evidence Manager, Sheriff's Office  
Date: June 11, 2024  
Item: Resolution 24-92 Authorizing Disposition of Abandoned Personal Property  
Requested Action: Resolution  
Public Hearing: No

### I. **REQUEST OR ISSUE:**

The Gilpin County Sheriff's Office has in their possession firearms that were acquired in connection with closed cases over the past 25 years.

The last known owner of all of the weapons has failed to claim the weapons and the Sheriff's Office has made a diligent effort over the past 90 days to contact the last known owner of the firearms at the last known address of the owner.

The last known owner has been sent a "60-day" certified letter that has been returned addressee unknown or unclaimed or has failed to complete the necessary paperwork for the release of firearm. No other person with a legitimate claim to ownership of said firearms has come forward with documentation to prove ownership.

The firearms are abandoned personal property under C.R.S. 30-11-101(1)(i).

The Sheriff's Office would like to trade/sell the firearms to a licensed firearms dealer to purchase needed equipment.

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

Approve resolution

### III. **FISCAL IMPACTS:**

None.

### IV. **LEGAL ISSUES:**

None.

### V. **ENVIRONMENTAL IMPACTS:**

None.

### VI. **ALTERNATIVES:**

Destroy the firearms

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

**AUTHORIZING DISPOSITION OF ABANDONED PERSONAL PROPERTY**

**WHEREAS**, pursuant to C.R.S. §30-11-101(1)(i) the Board of County Commissioners of the County of Gilpin, Colorado (hereinafter "Board") may dispose of abandoned personal property acquired by an elected county official or county employees while performing their official duties; and

**WHEREAS**, the Gilpin County Sheriff has in his possession certain firearms, as more particularly described in the incorporated **Exhibit A**, attached hereto; and

**WHEREAS**, said weapons were acquired in connection with closed cases over the past 25 years and kept in the evidence room at the Gilpin County Sheriff's Office for one or more years; and

**WHEREAS**, the last known owner of all of the weapons herein described has failed to claim the weapons; and

**WHEREAS**, the Gilpin County Sheriff's Office has made a diligent effort over the past 90-days to contact the last known owner of the firearms described in **Exhibit A** at the last known address of the owner; and

**WHEREAS**, the last known owner has been sent a "60-day" certified letter that has been returned addressee unknown or unclaimed and has left no forwarding address or has failed to complete the necessary paperwork for the release of firearm(s); and

**WHEREAS**, no other person with a legitimate claim to ownership of said firearms has come forward with documentation to prove ownership; and

**WHEREAS**, disposition of abandoned personal property may include subsequent sale or use of the abandoned property for County purposes as the Board deems to be in the best interest of the County; and

**WHEREAS**, it is the determination of the Board that the best interest of the County dictates that the firearms described in **Exhibit A** be sold/traded by the Gilpin County Sheriff's Office to purchase much needed equipment for the Sheriff's Office;

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of the County of Gilpin, that pursuant to C.R.S. §30-11-101(1)(i), certain property, more particularly described in **Exhibit A**, are determined to be abandoned by reason of the last known owners of said weapons having made no effort to reclaim the weapons from the Gilpin County Sheriff's Office, and that the weapons thereafter be used for public purposes in connection with law enforcement activities of the Gilpin County Sheriff's Office.



## Exhibit A

Case Number	Item Number	Description	Serial Number
99-0722	2	Blue Jennings box	na
99-0722	3	jenning Model J-22 plus magazine	477748
07-0238	3	shotgun, W. Richards, with engraving of "Victor", 53913	53913
07-0254	12	2 - 22 caliber magazines	na
09-0103	1	Berretta Px4, 9mm,PX05574	PX05574
09-0103	3	Magazine	na
09-0103	4	Magazine	na
09-0637	1	Benjamin Franklin Model 342 Pump Action	T22726
09-0637	2	FOX savage arms, Model B,	AJVJS
09-0637	3	Black powder pistol, Ruger old army	145-38690
11-0843	1	Crossman BB gun	09H03764
11-0843	2	ISC SKS	1400290
11-0843	3	Hi point model 4595 46 acp	R03839
11-0843	4	Case	na
11-0843	5	Case	na
11-0843	8	4 magazines	na
12-0605	26	Harrington/Richardson arms shotgun	A102045
12-0605	27	Winchester model 180	B896387
12-0605	28	Harrington/Richardson	AJ292402

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12-0605	29	Ithica gun co.	490332397
13-0614	1	Leinad	K00002711
13-0614	2	M44 Russian Rifle w/black plastic case	M44095433
14-0331	1	.41 S&W magnum, 657-3	CBL9703657-3
14-0331	3	speedloader	na
16-1190	1	S&W 40 VE	RBD6059
16-1190	3	Magazine	na
17-1472	1	Taurus, PT111 G2	TKU50532
17-1472	2	Handgun case	na
17-1472	3	magazines for firearm	na
22-0051	1 & 2	SAS, UTAS Shotgun and case	12A19-002203
23-0450	1	Bersa 83 - no magazine	206242
23-0450	2	Bryco 38 - no magazine	1204060
23-0450	3	Kahr North American Arms - no magazine	BC10920

RECORDING STICKER

RECORDING STICKER



# AGENDA ITEM

## Staff Report

To: Board of County Commissioners  
From: Michael Carlson, Library Director, Gilpin County Library District  
Date: June 11, 2024  
Item: Resolution 24-93, Appointing Trustee to the Board of Trustees of the Gilpin County Public Library District  
Requested Action: Resolution  
Public Hearing: No

### **I. REQUEST OR ISSUE:**

This letter is to convey the recommendations of the Gilpin County Public Library District Board of Trustees in the matter of a vacant seat on the Board, due to the recent resignation of Jeff Smith. The Board's nominating committee received letters of interest, conducted interviews of the applicants for the vacancy, and shared their findings in a public meeting on May 9th, 2024.

The Board has voted to recommend that Lauren Lottino be appointed to the Library Board of Trustees, to fulfill the remainder of the term of Jeff Smith, scheduled to expire on December 31, 2027, and that this appointment be made at the next regularly scheduled meeting of the Board of County Commissioners.

Lauren Lottino has been a member of the Friends of the Library Board since she moved into the community and currently holds the office of vice president. She has been an avid library user and has participated in many of the library's programs and activities. We are all looking forward to working with Lauren in the coming years. Thank you!

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

Approval of Lauren Lottino to the Library Board of Trustees

### **III. FISCAL IMPACTS:**

None.

### **IV. LEGAL ISSUES:**

None.

### **V. ENVIRONMENTAL IMPACTS:**

None.

### **VI. ALTERNATIVES:**

Vote Yes or No

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

**APPOINTING TRUSTEE TO THE BOARD OF TRUSTEES OF THE GILPIN COUNTY PUBLIC LIBRARY DISTRICT**

**WHEREAS**, the management and control of the Gilpin County Public Library District, established under the Colorado Library Law, §C.R.S. 24-90-101 et seq., shall be vested in a Board of Trustees (BOT) with no less than five (5), and no more than seven (7) trustees, appointed by the Gilpin County Board of County Commissioners (BOCC) under §C.R.S 24-90-108(2)(b) and,

**WHEREAS**, the ultimate authority for appointing trustees lies with the Board of County Commissioners, the BOCC delegates the authority to recommend trustees to fill vacancies to the District Board of Trustees of the Library District under C.R.S. §24-90-108(2)(c); and,

**WHEREAS**, the Gilpin County Public Library District Board of Trustees Bylaws (Article 1, Section 1), states that each member of the BOT shall be a resident of the county and appointed to five-year terms; and,

**WHEREAS**, the Gilpin County Public Library District Board of Trustees did solicit county residents to submit letters of interest for the vacancy on the BOT in a local newspaper in general circulation in the county; and,

**WHEREAS**, the BOT’s nominating committee received letters of interest and conducted interviews of the applicants for the vacancy and shared their findings in a public meeting of the BOT on May 9<sup>th</sup>, 2024, and submitted appointment recommendations to the BOCC for consideration at a regularly scheduled meeting.

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

1. Appoints Lauren Lottino to the Board of Trustees of the Gilpin County Public Library District to fill the remainder of the vacant five-year term, ending December 31, 2027.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by a vote of \_\_\_\_\_ to \_\_\_\_\_.

**ATTEST:**

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

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

\_\_\_\_\_  
Chair



# AGENDA ITEM

## Staff Report

To: Board of County Commissioners  
From: Stephen Mathews, Sergeant, Sheriff's Office  
Date: June 11, 2024  
Item: Resolution No. 24-84 Authorizing the Execution of Contract for Co-Responder Services with Jefferson County  
Requested Action: Resolution  
Public Hearing: No

### I. REQUEST OR ISSUE:

The Gilpin County Sheriff's Office has partnered with Jefferson Center for Mental Health to facilitate a tele-health approach to a co-responder program. This partnership will provide a twenty-four hour on-call access to a clinician via a tele-health approach utilizing a mobile data computer installed into each Sheriff's Office vehicle, that may assist with a call for a mental health co-responder.

Gilpin County Sheriff's Office does not currently have a mobile computer installed into any of its vehicles. Through this partnership, Gilpin County looks to address additional connectivity issues by changing its current line of in-car solutions options to one that should allow for future technology capabilities.

The agreement will purchase approximately 27 ruggedized laptops and approximately 24 in-vehicle computer mounts. The vehicle mounts will include the necessary power and network connections. This agreement will also include the capability to add in-car solutions (mobile modems) to vehicles that currently do not have this capability. This agreement will also replace the current antenna configuration of the in-car solutions, which continues to be an issue for reliable connection. The agreement will fund the data package for the laptops for a period of 36 months, at which time the Sheriff's office will have to obtain another grant or pay for the service out of the annual budget. The laptop installed in the vehicles will have the ability to be separated from the vehicle mount and have functionality away from the in-car modem. It is my hope, through the continued pricing negotiations, the realized savings will allow me to replace the current in-car solutions with a more up to date option to further enhance this program.

The agreement with the Gateway to the Rockies Opioid Council will allow the mobile data computers to also allow the installation of our records-based management system. This will allow future expansion to give each deputy the ability to complete their paperwork in the field. I feel this is a win for both Gilpin County and the community by allowing the deputies to remain in the field, and not having to return to the office to complete necessary paperwork. I recognize that there will still be areas of limited connectivity, however this program will continue to flourish with time and the investments that the county has expressed through their long-range planning.

### II. RECOMMENDED ACTION / NEXT STEP:

Recommended action is the signing and approval of the resolution in support of accepting GROC funds and use of same for Co-Responder program.

### III. FISCAL IMPACTS:

Yes. The financial impact of this program should be minimal, since the funding will be coming from a grant from the Gateway to the Rockies Opioid Council. If awarded the money would be recieved and placed in this line item.

### IV. LEGAL ISSUES:

Yes. There will be contracts needing approval by both Gilpin County and Jefferson County legal representations.

### V. ENVIRONMENTAL IMPACTS:

None.

### VI. ALTERNATIVES:

N/A

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

**RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACT FOR CO-RESPONDER SERVICES WITH  
JEFFERSON COUNTY**

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

**WHEREAS**, the Gilpin County Board of County Commissioners (hereinafter "Board") previously executed the Colorado Opioids Summary Memorandum of Understanding on October 26, 2021, (hereinafter the "Colorado MOU"), with the State of Colorado and numerous local governments within the State of Colorado, each a "Participating Local Government"; and

**WHEREAS**, in accordance with the Colorado MOU, Participating Local Governments must organize themselves into "Regions", therefore, the Board executed the Colorado Regional Intergovernmental Agreement (herein after "Region 10 Opioid IGA") on May 11, 2022, with numerous local governments within the State of Colorado to form Region 10; and

**WHEREAS**, the Gateway to the Rockies Opioid Council (hereinafter "GROC") was formed in conjunction with the Region 10 Opioid IGA and its purpose was to establish a Regional Council for Region 10 to manage the Opioid Funds received from the Abatement Council; and

**WHEREAS**, the County of Jefferson, Colorado (hereinafter "Jefferson County") was designated as the fiscal agent for GROC, and through its capacity as fiscal agent desires to enter into a Contract with Gilpin County on behalf of the Gilpin County Sheriff's Office (hereinafter "Gilpin Sheriff") for Co-Responder Services; and

**WHEREAS**, under the Contract for Co-Responder Services with Jefferson County (hereinafter "Co-Responder Agreement") the Gilpin County Sheriff's Office will be compensated for the actual costs to purchase and install the necessary hardware needed to participate in the Co-responder program. The compensation amount shall not exceed two hundred sixty-seven thousand thirty-three dollars and thirty-four cents (\$267,033.34).

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

1. That the Board finds the Contract for Co-Responder Services with Jefferson County is deemed to be in the best interest of Gilpin County and its inhabitants; and
2. Furthermore, the Board hereby authorizes the execution of the Contract for Co-Responder Services with Jefferson County.

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**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, by a vote of \_\_\_\_\_ to \_\_\_\_\_.

**ATTEST:**

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

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

\_\_\_\_\_  
Susan Berumen, Chair

**ACKNOWLEDGEMENT**

STATE OF COLORADO )  
                                  )ss.  
COUNTY OF GILPIN  )

Susan Berumen, Chair, and Melanie Bleyler, Deputy County Clerk, County of Gilpin, acknowledged the foregoing Resolution before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Witness my hand and official seal

\_\_\_\_\_  
Notary Public

RECORDING STICKER

RECORDING STICKER

## CONTRACT FOR CO-RESPONDER SERVICES

THIS CONTRACT FOR CO-RESPONDER SERVICES (this “Contract”), dated for reference purposes only May 15, 2024, is made and entered into by and between (1) the COUNTY OF JEFFERSON, STATE OF COLORADO, a body politic and corporate (the “County”), in the County’s capacity as the fiscal agent for Gateway to the Rockies Opioid Council (“GROC”) and (2) the COUNTY OF GILPIN, STATE OF COLORADO, a body politic and corporate, on behalf of the Gilpin County Sheriff’s Office (the “Contractor”).

### RECITALS:

A. The State of Colorado established 19 regions throughout the State for the purpose of distributing funds received from the settlement of lawsuits with several major drug manufacturers and distributors, including Region 10, which consists of Jefferson, Gilpin and Clear Creek Counties;

B. By agreement of the participating local governments within Region 10 (the “GROC Members”), GROC was established for the purpose of managing the opioid settlement funds distributed to Region 10, and the County was designated the fiscal agent for GROC;

C. The County, on behalf of GROC, distributed Request for Proposal #23-0107CP-GROC dated July 14, 2023 (together with all attachment and addenda, the “RFP”) for the services described in the RFP;

D. The Contractor submitted a proposal determined to be advantageous to GROC, considering price and other factors; and

E. The Contractor and the County, as the fiscal agent for GROC, agree to enter into this Contract to memorialize the terms and conditions of their agreement.

### AGREEMENT:

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Contractor agree as follows:

1. **CONTRACT DOCUMENTS.** The “Contract Documents” shall consist of this Contract, the Scope of Services attached hereto as Exhibit A, the Fee Schedule attached hereto as Exhibit B, the Insurance Requirements exhibit attached hereto as Exhibit C, the RFP, and Contractor’s response to the RFP, each of which is incorporated herein by this reference whether or not attached hereto. If there is any conflict between this Contract and the other Contract Documents, this Contract shall control.

2. **DESCRIPTION OF SERVICES.** The Contractor shall provide complete and timely performance of everything described in or reasonably implied from the Contract Documents (the “Services”). The Contractor warrants that it is fully qualified to perform the Services and shall perform the Services in accordance with the standardized evaluation metrics for co-responder

services adopted by GROC. No adjustment or modification of the Contract Documents shall be allowed for any misunderstanding of the Services or of the terms and provisions contained in the Contract Documents.

3. **AUTHORIZED REPRESENTATIVES.** The County designates Christopher Habgood as the “County Representative” under this Contract. The Contractor designates Sergeant Stephen Mathews as the “Contractor Representative” under this Contract. The Contractor Representative shall have the authority to bind the Contractor with respect to the Services and shall be present at the work site as necessary to assure the Contractor’s satisfactory performance. The Contractor Representative shall also be responsible for advising the County Representative of the status of the Services and agrees to take direction only from the County Representative and to comply promptly and fully with the reasonable requests and directives issued by the County Representative from time to time. The County may change its representative at any time by notice to the Contractor. The Contractor shall not replace the Contractor Representative unless: (a) the County requests a replacement, or (b) the Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute. The County must approve a substitute Contractor Representative, and, if no substitute is acceptable, the County may terminate this Contract.

4. **KNOWLEDGE OF THE SERVICES.** The Contractor is fully informed regarding the Services to be provided pursuant to this Contract and any materials or equipment required. No adjustment or modification shall be allowed for misunderstanding of the Services or of the provisions contained in this Contract.

5. **APPROVAL AND ACCEPTANCE OF SERVICES.** The County Representative shall be the sole judge of the acceptability of the Services by the Contractor and the sufficiency of any supporting data submitted by the Contractor. If, at the sole discretion of the County, conferences with the Contractor are necessary or desirable to explain or correct Services, the Contractor shall make no additional charge for time or costs for attendance at such conference or for making the required explanations or corrections.

6. **SECURITY AND ON-SITE PROCEDURES.** Contractor personnel (“Personnel”) shall comply with all applicable laws (including public health orders), policies and procedures while on the premises of any GROC Member. At the option of the County, all Personnel performing work on the premises of any GROC Member, including employees, subcontractors, or other agents, shall undergo background checks and will be issued Contractor badges and/or keys. When badges/keys are required, Personnel shall not be able to access the work site until he/she has been issued a key and/or the badge that he/she shall be required to display at all times while working on-site.

7. **PRICE AND PAYMENT.** Within thirty (30) days of the execution of the Contract by both parties and receipt of appropriate payment information from the Contractor, the County shall issue payment to the Contractor in the amount of \$267,033.34 (the “Contract Price”), which the Contractor shall use to purchase and install the Hardware, as that term is defined in the Scope of Services. Except as expressly provided in the Contract Documents, the Contractor shall not be entitled to payment for any travel, meals, entertainment, administrative or overhead (copies, telephone, supplies, etc.) costs.



The Contractor shall submit documentation that itemizes its costs incurred to purchase and install the Hardware. The Contractor shall prepare the documentation at its sole cost and shall include sufficient detail as determined by the County to enable the County to verify the specific Hardware purchased and the amounts paid by the Contractor for such Hardware.

Incorrect payments to Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction for subsequent payments due to the Contractor under this Contract or other contracts between County and Contractor.

8. **TERM AND OPTION TO RENEW.** The term of this Contract commences on the date that this Contract is fully executed and shall terminate one year later, unless further extended or terminated earlier as specified herein. The County may, at its sole option, renew this Contract for one additional one-year term by giving notice of such renewal prior to the end of the initial term. The Contractor shall send the County Representative notice of any requested change in the rates or Contract Price for the renewal term at least 60 calendar days prior to the end of the initial term.

9. **CHANGES IN SERVICES.** The County Representative, by written instructions issued to the Contractor, may make such changes to the Services as may be necessary to accomplish the purposes intended to be provided under this Contract. The County Representative shall also have such further authority to approve other modifications to the Contract terms, if any, as may be specifically granted or authorized by the GROC.

10. **AMENDMENT.** The Contract Documents contain the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor time sheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the County notwithstanding any signatures on such form by a GROC Member employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Contract and the Contract Documents. Any GROC Member employee's signature on Contractor's forms shall be effective only to establish receipt of services.

11. **TERMINATION.** The County reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Contractor. In the event of termination, the Contractor shall incur no additional expenses under this Contract after the date of receipt of the notice of termination, unless otherwise specified by the County. The County shall pay the Contractor for all Hardware purchased prior to receipt of the notice of termination. In the event that the County terminates this Contract for cause, the provisions of the paragraph titled "Damages" shall apply.

12. **DAMAGES.** If the Contractor fails to comply with any material provision of the Contract, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies or services and all other costs and expenses incurred by the County because of such failure. All time limits stated in the Contract Documents are of the essence. The Contractor's failure substantially to complete the Services in conformance with the Contract Documents shall result in damages suffered by the County. The County may offset any amounts owed to it as damages against any monies due and owing to the Contractor under this Contract. In addition, the County shall be entitled to any other rights and remedies available to it in law or equity.

13. **NON-ASSIGNMENT, SUBCONTRACTORS.** The Contractor shall not assign this Contract or engage any subcontractor to perform the Services without the prior written consent of the County Representative. The Contractor shall be responsible for the acts and omissions of its agents, employees and subcontractors. The Contractor shall bind each subcontractor to the terms of this Contract, and require or provide insurance coverage of each subcontractor as will protect them from claims which may arise out of or result from operations under this Contract, including but not limited to additional insured and waiver of subrogation requirements in favor of County, and workers' compensation coverage. This Contract is voidable by the County and the County may terminate this Contract if the Contractor assigns or subcontracts its performance of this Contract without the prior written consent of the County Representative, which may be denied or conditioned in the sole discretion of the County Representative. Any such assignment or subcontracting without the County Representative's prior written consent shall be a material breach of this Contract. Subject to these limitations, this Contract will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

14. **INDEPENDENT CONTRACTOR STATUS; PAYMENT OF TAXES AND UNEMPLOYMENT INSURANCE.** The Contractor is an independent contractor and is not an agent, servant or employee of the County or any GROC Member. The Contractor and its employees are not entitled to workers' compensation benefits through the County or any GROC Member. The Contractor is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Contractor and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by an entity other than the County or the other GROC Members. The Contractor hereby acknowledges full and complete liability for and timely payment of all local, state and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes and income taxes.

15. **INSURANCE.** The Contractor shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect them from claims which may arise out of or result from operations under the Contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance required in this paragraph shall be written for not less than the amounts set forth in the Insurance Requirements exhibit attached hereto. The Contractor, prior to commencing the Services and during the term of this Contract, shall provide the County written evidence of insurance coverage within three (3) business days of a request from the County. The Contractor shall provide the County no less than thirty (30) days' prior written notice of any proposed change to, or cancellation of the insurance coverage. Any proposed change to the insurance coverage shall comply with the terms of this Contract.

16. **CERTIFICATE OF INSURANCE.** All certificates of insurance and guarantees required by this Contract shall be submitted by the Contractor to the County prior to commencement of the Services. Within a reasonable time after submittal, the County shall either approve the certificates of insurance or notify the Contractor of any unacceptable conditions stating the specific reasons therefor. The Contractor shall promptly re-submit an acceptable certificate of insurance, which the County shall review within a reasonable time. The Contractor shall not begin performance of the Services until all required certificates of insurance have been accepted by the

County. Certificates of insurance shall name Jefferson County as an additional insured as its interest may appear.

17. **INDEMNIFICATION.** RESERVED.

18. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry, religion, disability, age, sexual orientation, gender identity, veteran status, or any other basis prohibited by federal, state or local law.

19. **NON-APPROPRIATION.** The payment of County obligations in fiscal years subsequent to the current year is contingent upon funds for this Contract being appropriated and budgeted. If funds for this Contract are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Contract, this Contract shall terminate. The County's fiscal year is currently the calendar year.

20. **WARRANTIES.** The Contractor represents and warrants that:

(a) It is fully qualified to perform the Services and will perform the Services in a timely, accurate, and competent manner in accordance with the professional standards of the industry; provided that this warranty shall not abrogate any independent duty of care owed by the Contractor to the County;

(b) Any methodologies or programs or other intellectual property utilized under this Contract were independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary or intellectual property rights of a third party;

(c) If it is an entity, it is duly organized, validly existing, and in good standing under the laws of the State of Colorado;

(d) The execution, delivery and performance of this Contract by the Contractor does not and will not: (1) require the consent of any undisclosed person or entity, (2) violate any legal requirement or (3) conflict with, or constitute a breach or violation of (a) its entity's organizational documents, if any, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Contractor is bound or affected.

21. **NOTICES.**

(a) "Key Notices" under this Contract are notices regarding Contract default, contractual dispute, or termination of the Contract. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any

electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

The Contractor:  
Gilpin County Sheriff's Office  
Attn: Sgt. Stephen Matthews  
2960 Dory Hill Road  
Black Hawk, Colorado 80422  
Tele: 303-582-3576 ext. 1359  
Email: [smatthews@gilpincounty.org](mailto:smatthews@gilpincounty.org)

The County:  
Board of County Commissioners  
Attn: Chief of Staff  
100 Jefferson County Pkwy., #5550  
Golden, CO 80419  
Tele: 303-271-8525  
Email: [commish@co.jefferson.co.us](mailto:commish@co.jefferson.co.us)

with a copy to:  
Jefferson County Attorney  
100 Jefferson County Pkwy.  
Golden, CO 80419-5500  
Tele: 303-271-8900  
E-Mail: [CAOContracts@jeffco.us](mailto:CAOContracts@jeffco.us)

All Key Notices to the County shall include a reference to the Contract including the Contractor's name and the date of the Contract.

(b) Electronic Mail. The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term "electronic mail" means email.

## 22. MISCELLANEOUS PROVISIONS.

(a) Compliance with Laws. The Contractor shall observe and comply with all Federal, State and local laws, regulations and ordinances that affect the Contractor or those employed or

engaged by it, the materials or equipment used and the performance of the Services. The Contractor shall procure all necessary approvals, licenses and permits at its own expense.

(b) Officials Not to Benefit. No elected or employed member of the County government shall be paid or receive, directly or indirectly, any share or part of this Contract or any benefit that may arise therefrom.

(c) Conflict of Interest. The Contractor shall not knowingly perform any act that would conflict in any manner with the performance of the Services. The Contractor certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of Services.

(d) Ownership of Documents/Deliverables. Any data, documents or other things or information provided by the County or the other GROC Members to the Contractor or to which the Contractor has access during the performance of the Services (the "GROC Documents") and any reports, drawings, results, conclusions of the Services or other writings or products produced by the Contractor (the "Deliverables") shall be and remain the sole property of GROC and the GROC Members at all times; and the Contractor shall not use any of the Deliverables or GROC Documents for any other purpose. GROC and the GROC Members shall retain all right, title and interest in and to both the GROC Documents and the Deliverables. The Contractor shall provide to the County all of the Deliverables and return all GROC Documents by the expiration or termination of this Contract. The Contractor shall not disclose to any third party any GROC Document or Deliverable without the prior written approval of the County unless required under the Colorado Open Records Act or other law.

(e) Confidentiality. During the course of Contractor's performance of the Services, Contractor may have access to certain confidential and proprietary information about GROC, the GROC Members, or customers or clients receiving or benefiting from the Services, which may be disclosed to Contractor and Contractor's employees, agents, representatives, assigns or subcontractors orally, in writing or by observation. Contractor shall maintain all such information in strict confidence, shall not use such information except as necessary for the performance of the Services, and shall not disclose such information to any third party without prior written approval of the County unless required under the Colorado Open Records Act or other law. All tangible items or material developed by or made available to Contractor or Contractor's employees, agents, representatives, assigns, or subcontractors hereunder shall be delivered to the County promptly upon the cancellation, termination or completion of this Contract.

(f) Confidentiality of Systems. During the course of Contractor's performance of the Services, Contractor may have access to information stored in the County's or another GROC Member's networks and systems (collectively, the "Systems"). Contractor shall maintain all such information in strict confidence, shall not use such information except as necessary for the performance of the Services, and shall not disclose such information to any third party without prior written approval of the County unless required under the Colorado Open Records Act or other law. All proprietary rights to the Systems shall at all times remain with the GROC Member to whom the System belongs, and no such rights are transferred to the Contractor. The GROC Members are and

shall remain the sole owners of any programs, data or other information contained on the Systems, and at no time shall the Contractor have the right to license, sublicense, assign, sell, copy, modify or otherwise make available to any third party, any portion of the Systems or any information contained on the Systems.

(g) Governing Law, Forum, Venue. This Contract and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts made and to be performed entirely within such State without regard to its conflict of law provisions; and the Courts of such State shall have sole and exclusive jurisdiction over any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District or County Court in and for the County of Jefferson, State of Colorado.

(h) Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Contract that require continued performance or compliance beyond the termination or expiration of this Contract, including without limitation the warranty provisions, shall survive such termination or expiration and shall be enforceable against a party if such party fails to perform or comply with such term or condition.

(i) Sales Tax Exemption. The Contractor will not be required to pay Colorado State sales and use taxes for the Services. The Contractor may obtain a sales tax exemption permit from the State of Colorado, Department of Revenue, if necessary, to obtain materials for the Services without the payment of Colorado State sales and use tax.

(j) Waiver. This Contract or any of its provisions may not be waived except in writing by a party's authorized representative. The failure of a party to enforce any right arising under this Contract on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

(k) No Third Party Beneficiaries. The enforcement of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Contract be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended. It is the express intention of the County and the Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

(l) Records Retention. The Contractor shall maintain all records, including working papers, notes and financial records, which records shall be available to the County for inspection and audit for a period of three (3) years from the date of termination of the Contract unless the Contractor is notified in writing by the County of the need to extend the retention period. Copies of such records shall be furnished to the County upon request without charge by the Contractor.

(m) Execution by Counterparts; Electronic Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of

this Contract. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

(n) Proper Execution. Each party represents that all procedures necessary to authorize such party's execution of this Contract have been performed and that the person signing for such party has been authorized to do so.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract for Co-Responder Services to be executed.

JEFFERSON COUNTY  
STATE OF COLORADO

By: \_\_\_\_\_  
Joseph M. Kerby  
County Manager

STATE OF COLORADO  
COUNTY OF JEFFERSON

The foregoing Contract was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by Joseph M. Kerby, County Manager of Jefferson County.

\_\_\_\_\_  
Notary's official signature

Approved as to form:

\_\_\_\_\_  
Jean R. Biondi  
Assistant County Attorney



CONTRACTOR:

GILPIN COUNTY  
STATE OF COLORADO

By: \_\_\_\_\_  
Susan Beruman, Chair  
Board of County Commissioners

STATE OF COLORADO  
COUNTY OF \_\_\_\_\_

The foregoing Contract was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by Susan Beruman, as Chair of the Gilpin County Board of County Commissioners.

\_\_\_\_\_  
Notary's official signature

**EXHIBIT A**  
**SCOPE OF SERVICES**

1. General

Co-responder programs are an essential aspect of early intervention that can help mitigate the impact of substance use disorders and co-occurring disorders on these communities by diverting individuals to appropriate and accessible systems of care. The Co-responder model of criminal justice diversion pairs law enforcement and behavioral health specialists to intervene and respond to behavioral health-related calls for police service. These teams utilize the combined expertise of the officer and the behavioral health specialist to de-escalate situations and help link individuals with behavioral health issues to appropriate services. Therefore, one of GROC's objectives is the creation and/or expansion of co-responder programs that utilize qualified mental health professionals and training programs for law enforcement.

2. Service Description

The Contractor has partnered with Jefferson Center for Mental Health on a tele-health approach to a co-responder program that permits the Contractor to provide twenty-four hour on-call access to a clinician via tele-health (the "Services").

The Contractor does not currently utilize laptops in its law enforcement vehicles, and would use the funds awarded under this Contract to purchase and deploy ruggedized laptops in its vehicles, which can be used by Contractor for its tele-health co-responder program.

a. Purchase and Installation of Equipment and Services

The Contractor will use the funds provided under this Contract to purchase the following equipment and services (collectively, the "Hardware"):

- i. Twenty-seven (27) ruggedized Panasonic Toughbook laptops, or equivalent, with an upgrade of the in-car modem of all the patrol units;
- ii. Twenty-seven (27) additional batteries for the laptops;
- iii. Twenty-four (24) in-vehicle Havis Shield computer mounts with power and pedestals, or equivalent;
- iv. Three (3) Sierra wireless MG90 modems with thirty (30) antennas to change fleet configuration, or equivalent or better equipment; and
- v. Thirty-six (36) months of a data package for the laptops.

The Contractor shall install the Hardware in its law-enforcement vehicles.

b. Primary Use Restriction

The Contractor shall use the Hardware to facilitate the provision of co-responder services in Region 10 for a period of five years following the date of purchase of the Hardware (the "Restricted Use Period"). The Contractor may use the Hardware to facilitate other law enforcement purposes in Region 10, or for other uses specifically approved by GROC, provided that such other uses do not involve a substantial risk of damage or destruction of the Hardware.

c. Maintenance Terms

The Contractor shall:

- i. Maintain the Hardware in working condition at all times during the Restricted Use Period;
- ii. Maintain the Hardware and its operating systems and installed software in accordance with all applicable County or State cybersecurity policies and procedures; and
- iii. Replace any Hardware that is destroyed or rendered inoperable during the Restricted Use Period with comparable hardware and deploy such replacement hardware to facilitate the provision of co-responder services in Region 10.

d. Additional Terms

- i. The Contractor shall not sell or transfer the Hardware to any other person or entity during the Restricted Use Period, without the express prior approval of GROC.
- ii. The Contractor shall use the Hardware exclusively for legitimate governmental purposes and shall not use the Hardware for any personal or unlawful purposes during the Restricted Use Period.
- iii. At the expiration of the Restricted Use Period, all of the above conditions shall expire.

3. Reporting

The Contractor will track the standardized evaluation metrics for co-responder services adopted by GROC and will report such metrics to the County on a quarterly basis. Each report shall be provided in a format approved by the County and using such reporting tools as are provided by the County. The Contractor warrants that all information provided in such reports will be true and accurate, to the best of its knowledge.

**EXHIBIT B**  
**FEE SCHEDULE**

**1. Contract Price**

Within thirty days of execution of the Contract by the parties and receipt of appropriate payment information from the Contractor, the County will make payment to the Contractor in the amount of the Contract Price, which the Contractor shall use to purchase and install the Hardware, in accordance with the budget set forth below. The total Contract Price shall not be exceeded unless otherwise approved by the County.

**2. Budget**

<b>Product Description</b>	<b>Quantity</b>	<b>Total Cost</b>
Panasonic Toughbook, or equivalent, and with an upgrade of the in-car modem of all the patrol units	27	\$152,396.64
Additional laptop batteries	27	\$4,453.92
Data package for laptops	27 (for 36 months)	\$43,740.00
In-vehicle Havis Shields computer mounts with power and pedestals, or equivalent	24	\$49,350.78
Sierra Wireless MG90 modems, or equivalent or better hardware. The Contractor shall install the Hardware in its law-enforcement vehicles unless Contractor otherwise hires this service out to a third party.	3 (with 30 antennas)	\$17,092.00
<b>Total</b>		<b>\$267,033.34</b>

	<b>INSURANCE REQUIREMENTS – EXHIBIT C</b>	<b>GENERAL</b>
I	<b>Prior to the commencement of any work the vendor shall register with Jefferson County’s certificate compliance system. You will be receiving a registration e-mail from <a href="mailto:certificatecompliance@imacorp.com">certificatecompliance@imacorp.com</a>.</b>	Required
II	<b>Certificate Holder must be:</b> Jefferson County, Colorado. c/o IMA Certificate Compliance 1705 17th Street, Suite 200 Denver, CO 80202	Required
III	<b>Jefferson County must be added as an additional insured to general liability policy</b>	Required
IV	<b>All policies as required shall provide a waiver of subrogation in favor of Jefferson County</b>	Required
V	Insurance Requirements	
	Commercial General Liability - <b>(on form CG 00 01 04 13 or its functional equivalent):</b>  If applicable to the scope of work, the following shall be included: <ul style="list-style-type: none"> <li>- No exclusion for abuse or molestation</li> <li>- No exclusion for assault and battery</li> <li>- Liquor Liability</li> </ul>	Required \$1M ea occurrence \$2M general aggregate \$1M Personal Injury \$2M products and completed operations aggregate
	Professional Liability/Errors and Omissions limits.	\$1M ea claim \$1M aggregate
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance.	Required
	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required
	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed to do business in Colorado and shall have an A.M. Best rating of not less than A- and/or VII. Additionally, the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	Required
	Any deviations below the standards given above must be approved by Jefferson County Safety and Compliance.	Required
	<b>Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Safety and Compliance has approved a deviation.</b>	<b>Required</b>

Dear valued business partner,

Jefferson County, Colorado is pleased to announce that we have established a new business relationship with the insurance professionals known as IMACC "*IMA Certificate Compliance*". Effective February 1, 2020 *IMA Certificate Compliance* will be serving as our primary Certificate of Insurance tracking partner to verify that you are satisfying the insurance requirements set forth in the agreement between you and Jefferson County. Utilizing *IMACC* in order to provide proof of your required insurance will be **mandatory** for all vendors in contract with Jefferson County. *IMACC* is a division of IMA, Inc. IMA Inc. is the 6<sup>th</sup> largest independently owned broker in the United States and has over 40 years of insurance brokerage experience. Paired with its insurance expertise, *IMACC* will be utilizing an online system that has been widely used in the industry and we are confident it will streamline the insurance certificate verification process for both you and Jefferson County.

What is *IMA Certificate Compliance*?

- *IMACC* is responsible for tracking and verifying that your certificates of insurance meet the requirements specified when you signed with Jefferson County.
- *IMACC* will work directly with your insurance agent to obtain a compliant certificate, but will NOT dictate policy terms. It is your Insurance Agent's responsibility to talk to you if your policy needs to be amended.

How this affects you?

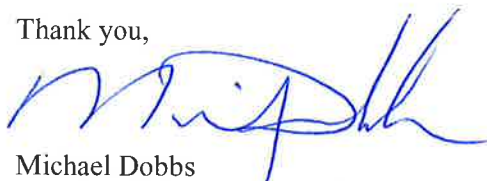
- You will no longer provide a Certificate of Insurance directly to Jefferson County. All certificates going forward will be provided to *IMACC* directly through your insurance agent by using the *IMA Certificate Compliance Agent Portal*.
- When a renewal certificate is needed *IMACC* will reach out directly to your insurance agent to request an updated certificate.
- Any insurance cancellation notices, premiums past due notices, etc. will be sent to Jefferson County and you or your broker will be required to update your insurance obligations accordingly and provide *IMACC* with the necessary information for compliance. If you change insurance agents, you are required contact *IMACC* with the new agent information.

You will be receiving a registration e-mail from [certificatecompliance@imacorp.com](mailto:certificatecompliance@imacorp.com) Please follow the instructions in the e-mail to complete your registration with *IMACC*

You may contact *IMACC* directly at 303-615-7994 or via e-mail at [certificatecompliance@imacorp.com](mailto:certificatecompliance@imacorp.com) if you have any questions.

Please add the e-mail [certificatecompliance@imacorp.com](mailto:certificatecompliance@imacorp.com) to your safe sender's list to ensure you receive all email communication from *IMACC*

Thank you,



Michael Dobbs  
Director, Safety and Compliance

# AGENDA ITEM

## Staff Report

To: Board of County Commissioners  
From: Sarah Baciak, Paralegal, County Attorney's Office  
Date: June 11, 2024  
Item: Reso 24-85 Authorizing the Execution of First Amendment to 2024 I.T. Professional Service Agreement with Teryx, Inc.  
Requested Action: Resolution  
Public Hearing: No

### I. **REQUEST OR ISSUE:**

Authorize the execution of the First Amendment to 2024 I.T. Service Agreement with Teryx, Inc. The current agreement with Teryx (2024 I.T. Service Agreement) comes to term as of June 30, 2024 but we do not have another vendor to fill the vacancy at this time. In order to ensure that the County's I.T. service needs are met, this Amendment will extend the current service term with Teryx, Inc. to October 1, 2024.

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

Approve and authorize execution of the First Amendment to 2024 I.T. Service Agreement with Teryx, Inc.

### III. **FISCAL IMPACTS:**

Yes. The financial impacts remain the same as the original 2024 I.T. Service Agreement. \$9,000.000 per month. This amount is already budgeted for.

### IV. **LEGAL ISSUES:**

None.

### V. **ENVIRONMENTAL IMPACTS:**

None.

### VI. **ALTERNATIVES:**

Should the Board opt not to authorize execution of the First Amendment to 2024 I.T. Service Agreement with Teryx, Inc. Gilpin County Government will not have I.T. service support which could significantly impact day-to-day operations of County facilities.

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

**RESOLUTION AUTHORIZING THE EXECUTION OF FIRST AMENDMENT TO THE 2024 I.T. PROFESSIONAL SERVICE AGREEMENT WITH TERYX INC.**

**WHEREAS**, Gilpin County, Colorado, a body politic and corporate duly organized and existing as a political subdivision of the State of Colorado, is authorized by the laws of the State of Colorado to make all contracts and do all other acts in relation to the property and concerns necessary to exercise its corporate or administrative powers pursuant to C.R.S. §30-11-101(d); and

**WHEREAS**, the Gilpin County Board of County Commissioners (hereinafter "Board") desires to have performed certain information technology (hereinafter "I.T.") professional services, including provisions of appropriate equipment in support of such services; and

**WHEREAS**, the Board previously approved the execution of the 2024 I.T. Service Agreement with Teryx Inc., via Gilpin County Resolution 23-116 with the term of services ending on June 30, 2024; and

**WHEREAS**, Teryx Inc., represents and has shown that they have the skill, ability, and expertise to provide such I.T. services; and

**WHEREAS**, the Board desires to extend the term of services with Teryx Inc., until October 1, 2024.

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

1. That the Board extends the term of services with Teryx Inc. relative to I.T. Services until October 1, 2024; and
2. Furthermore, the Board hereby authorizes the County Manager to execute the First Amendment to the 2024 I.T. Service Agreement with Teryx Inc., with consultation by the County Attorney on behalf of the Board of County Commissioners.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, by a vote of \_\_\_\_\_ to \_\_\_\_\_.

**ATTEST:**

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

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

\_\_\_\_\_  
Susan Berumen, Chair

RECORDING STICKER

RECORDING STICKER



**ACKNOWLEDGEMENT**

STATE OF COLORADO )  
                                  )ss.  
COUNTY OF GILPIN )

Susan Berumen, Chair, Deputy County Clerk, County of Gilpin, acknowledged the foregoing Resolution before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_.

Witness my hand and official seal

\_\_\_\_\_  
Notary Public

RECORDING STICKER

RECORDING STICKER

**FIRST AMENDMENT TO 2024 I.T. SERVICE AGREEMENT WITH TERYX INC.**

THIS FIRST AMENDMENT (“First Amendment”) amends the 2024 I.T. Service Agreement with Teryx Inc., which was executed by Gilpin County Manager, Ray Rears, and Tobias Tonelli, Teryx Inc.’s President, on December 21, 2023. The First Amendment as described in the below numbered paragraphs are made effective as of July 1, 2024.

1. This First Amendment extends the term of the 2024 I.T. Service Agreement with Teryx Inc., from June 30, 2024 to October 1, 2024.
2. This First Amendment is in compliance with and shall be considered part of the 2024 I.T. Service Agreement with Teryx Inc., specifically Section 4.1.
3. No other changes to the 2024 I.T. Service Agreement with Teryx Inc. have been made and the 2024 I.T. Service Agreement remains in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this First Amendment to the 2024 I.T. Service Agreement with Teryx Inc., on the date written below.

Gilpin County  
203 Eureka Street  
Central City, CO 80427

Teryx Inc.  
1615 California Street, Suite 414  
Denver, CO 80202

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT GILPIN COUNTY**

STATE OF COLORADO )  
 ) ss  
COUNTY OF GILPIN )

The foregoing Contract was executed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ for Gilpin County.

My commission expires: \_\_\_\_\_

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
Address: \_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT TERYX INC.**

STATE OF COLORADO )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing Contract was executed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_  
(Title) for \_\_\_\_\_ (“Legal Name of Contractor’s Business if Legal Business Entity”).

My commission expires: \_\_\_\_\_

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
Address: \_\_\_\_\_  
\_\_\_\_\_

# AGENDA ITEM

## Staff Report

To: Board of County Commissioners  
From: Sarah Baciak, Paralegal , County Attorney's Office  
Date: June 11, 2024  
Item: Resolution 24-86 Authorizing the Execution of Real Property Lease Agreement(s) with Central City Opera House Association  
Requested Action: Resolution  
Public Hearing: No

### I. **REQUEST OR ISSUE:**

Parking lot leases for 2024. Two leases in total, one for the Teller Lot and one for Gilpin County's parking lot located on the ground floor of the Old Courthouse. These agreements are annual. The Teller Lot Agreement is to allow the County employees, residents, and visitors to park in the Teller Lot while they attend to County business in the Old Courthouse, this use is non-exclusive and is for the entirety of the year. The Courthouse Parking Lot Agreement allows the Central City Opera Association use of the County's lot during the specified times identified in the Agreement, which will not interfere with the Old Courthouse operation hours. The Courthouse Lease only spans the length of the 2024 Opera season. Each lease costs the Lessee \$10.00 per year.

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

Approve and Execute the two parking lot leases for 2024

### III. **FISCAL IMPACTS:**

Yes. There are essentially no financial impacts associated with these leases since the parties pay each other an equal amount, but because there is an exchange of funds I wanted to note that the cost/payment of these lease(s) to the County is budgeted for.

### IV. **LEGAL ISSUES:**

None.

### V. **ENVIRONMENTAL IMPACTS:**

None.

### VI. **ALTERNATIVES:**

If the Board chooses not to approve these Lease Agreements all residents, employees, and visitors will not be able to legally park in the Teller Lot to do their county business within the Old Courthouse. Nor will the Opera be able to use our ground lot for overflow parking.

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

**RESOLUTION AUTHORIZING THE EXECUTION OF REAL PROPERTY LEASE AGREEMENT(S) WITH CENTRAL  
CITY OPERA HOUSE ASSOCIATION**

**WHEREAS**, Gilpin County, Colorado a body politic and corporate duly organized and existing as a political subdivision of the State of Colorado, is authorized by the laws of the State of Colorado to 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 pursuant to C.R.S. §30-11-101(1)(c); and

**WHEREAS**, Gilpin County, as Lessor desires to lease stipulated use of the parking lot adjacent to the Gilpin County Court House, located at 203 Eureka Street, Central City, Colorado to the Central City Opera House Association, a Colorado not for profit corporation; and

**WHEREAS**, the stipulations of the Court House Parking Lot Lease are outlined in the Lease Agreement incorporated herein as **Exhibit A**;

**WHEREAS**, Gilpin County, as Lessee, also desires to lease from Central City Opera House Association the non-exclusive use of the parking lot adjacent to the Central City Opera House, located at 124 Eureka Street, Central City, Colorado.

**WHEREAS**, the terms and conditions of the Teller House Parking Lot are outlined in the Lease Agreement incorporated herein as **Exhibit B**;

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

1. That the Board finds the Lease Agreement(s) between Gilpin County and Central City Opera House Association are deemed to be in the best interest of Gilpin County and its inhabitants; and
2. Furthermore, the Board hereby authorizes the execution of the Courthouse Parking Lot Lease and the Teller House Parking Lot Lease with Central City Opera House Association.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, by a vote of \_\_\_\_\_ to \_\_\_\_\_.

**ATTEST:**

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

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

\_\_\_\_\_  
Susan Berumen, Chair

RECORDING STICKER

RECORDING STICKER

**ACKNOWLEDGEMENT**

STATE OF COLORADO )  
  )ss.  
COUNTY OF GILPIN )

Susan Berumen, Chair, and Deputy County Clerk, County of Gilpin, acknowledged the foregoing Resolution before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness my hand and official seal

\_\_\_\_\_  
Notary Public

RECORDING STICKER

RECORDING STICKER

**COURTHOUSE PARKING LOT LEASE**

THIS LEASE ("Lease") is made between the County of Gilpin ("Lessor"), 203 Eureka Street, Central City, Colorado 80427 and the Central City Opera House Association, a Colorado not for profit corporation, ("Lessee"). This Lease shall enter into effect upon signature by both Parties.

IN CONSIDERATION OF the payment of the Rent and the performance of the covenants, and terms and conditions by Lessee as set forth below, the Lessor does hereby lease to Lessee the following described property ("Property"): Parking lots adjacent to County Courthouse 203 Eureka Street, Central City, Colorado.

TO HAVE AND TO HOLD the same with all appurtenances, unto the said Lessee on the following dates, for days specified on the attached Schedule, with exclusive use to begin no earlier than two (2) hours prior to performances at a rate of Ten and no/100 Dollars (\$10.00), for the term hereof, receipt of which is hereby acknowledged, and together with other valuable consideration.

1. The Lessee, in consideration of the leasing of the Property agrees as follows:
  - a. To pay the Rent for the Property above-described;
  - b. To sublet no part of the Property, and not to assign the Lease or any interest therein without the written consent of the Lessor, which consent may not be unreasonably withheld;
  - c. To use the Property solely as a parking facility to meet opera patron parking requirements in excess of capacity of Lessee's parking lot;
  - d. To neither hold nor attempt to hold the Lessor liable for any injury or damage, proximate or remote, occurring by reason of Lessee's negligence;
  - e. Lessee Insurance – Lessee shall maintain public liability and property damage insurance with limits of no less than one million dollars (\$1,000,000.00) aggregate and per occurrence, and shall provide Lessor with a certificate evidencing such coverage, identifying Lessor as a named insured; and
  - f. Indemnification – Lessee shall indemnify, hold harmless, and defend Lessor from any and all losses, claims, liabilities, or expenses, including reasonable attorney fees, which Lessor may suffer or incur and arising from Lessee's use and occupancy of the Property. To the extent permitted under the Colorado Governmental Immunity Act, Lessor agrees to indemnify Lessee from and against

any such claims, including reasonable attorney's fees which Lessee may suffer or incur in connection with any negligent act on the part of Lessor.

## 2. MISCELLANEOUS PROVISIONS

- a. Any notice required to be given under the terms of this Lease shall be in writing and mailed first class United States mail, registered or certified mail, return receipt requested, postage prepaid, to the principal offices of the Lessee and Lessor which have been identified herein. All changes of address must be provided in writing no later than thirty (30) days prior to their effective date.
- b. All notices or other communications required or permitted by this Agreement shall be deemed given only if in writing and mailed first class United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Lessee:                    Central City Opera House Association  
Attn: Scott Finlay, President and CEO  
400 S. Colorado Blvd., Suite 530  
Denver, CO 80246

With a copy to:                Robert D. & Massey Showalter  
518 17<sup>th</sup> Street, Suite 100  
Denver, CO 80202

If to Lessor:                    County of Gilpin  
Attn: Deputy Clerk to the Board  
P.O. Box 366  
Central City, CO 80427

With a copy to:                Bradford Benning, Gilpin County Attorney  
(via email)                      [bbenning@gilpincounty.org](mailto:bbenning@gilpincounty.org)

3. This Lease shall be governed by the laws of the State of Colorado. In the event that any provision or clause of this Lease conflicts with the law, such conflict shall not affect other provisions of this Lease which can be given effect without the conflicting provision, and to this end, the provisions of the Lease are declared severable. Venue for all legal claims regarding this matter shall be the County of Gilpin, Colorado.



THIS LEASE shall be binding on the Parties, their personal representatives, successors, and assigns.

LESSEE:

Central City Opera House Association

LESSOR:

County of Gilpin



---

Scott Finlay, President & CEO

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Susan Berumen  
Chair, Board of County Commissioners

ATTEST:



ATTEST:

DATE:  
5/29/24

DATE:

**Schedule of Performances 2024**

<b>Day</b>	<b>Date</b>	<b>Opera</b>	<b>Time</b>
Saturday	June 29 <sup>th</sup>	Opening Dinner & Pirates of Penzance	5:00 p.m.
Friday	July 5 <sup>th</sup>	Pirates of Penzance	2:00 p.m.
Saturday	July 6 <sup>th</sup>	Opening Dinner & Girl of the Golden West	5:00 p.m.
Sunday	July 7 <sup>th</sup>	Pirates of Penzance	2:00 p.m.
Friday	July 12 <sup>th</sup>	Girl of the Golden West	2:00 p.m.
Saturday	July 13 <sup>th</sup>	Pirates of Penzance	2:00 p.m.
Saturday	July 13 <sup>th</sup>	Street Scene	7:30 p.m.
Sunday	July 14 <sup>th</sup>	Girl of the Golden West	2:00 p.m.
Friday	July 19 <sup>th</sup>	Girl of the Golden West	2:00 p.m.
Saturday	July 20 <sup>th</sup>	Street Scene	2:00 p.m.
Saturday	July 20 <sup>th</sup>	Pirates of Penzance	7:30 p.m.
Sunday	July 21 <sup>st</sup>	Girl of the Golden West	2:00 p.m.
Friday	July 26 <sup>th</sup>	Street Scene	2:00 p.m.
Saturday	July 27 <sup>th</sup>	Girls of the Golden West	2:00 p.m.
Saturday	July 27 <sup>th</sup>	Pirates of Penzance	7:30 p.m.
Sunday	July 28 <sup>th</sup>	Street Scene	2:00 p.m.
Friday	August 2 <sup>nd</sup>	Pirates of Penzance	2:00 p.m.
Saturday	August 3 <sup>rd</sup>	Street Scene	2:00 p.m.
Saturday	August 3 <sup>rd</sup>	Girl of the Golden West	7:30 p.m.
Sunday	August 4 <sup>th</sup>	Pirates of Penzance	2:00 p.m.

**TELLER HOUSE PARKING LOT LEASE**

THIS LEASE ("Lease") is made between the Central City Opera House Association, a Colorado not for profit corporation ("Lessor"), and the County of Gilpin, 203 Eureka Street, Central City, Colorado 80427, ("Lessee"). This Lease shall enter into effect upon signature by both Parties.

IN CONSIDERATION OF the payment of the Rent and the performance of the covenants, and terms and conditions by Lessee as set forth below, the Lessor does hereby lease to Lessee the following described property ("Property"): Parking lot adjacent to Central City Opera House, 124 Eureka Street, Central City, Colorado.

TO HAVE AND TO HOLD the same with all appurtenances, unto the said Lessee on the following dates, for the dates of June 1, 2024, through June 1, 2025, at a rate of Ten and no/100 Dollars (\$10.00), for the term hereof, receipt of which is hereby acknowledged, and together with other valuable consideration.

1. USE. Lessee shall have non-exclusive use of the property solely as a parking facility which shall constitute an accessory use to the County Court House at 203 Eureka Street, to accommodate public parking in excess of the capacity of Lessee's parking lot.
2. The Lessee, in consideration of the leasing of the Property agrees as follows:
  - a. To pay the Rent for the Property above-described;
  - b. To sublet no part of the Property, and not assign the Lease or any interest therein without the written consent of the Lessor, which consent may not be unreasonably withheld;
  - c. To neither hold nor attempt to hold the Lessor liable for any injury or damage, proximate or remote, occurring by reason of Lessee's negligence;
  - d. Lessee Insurance – Lessee shall maintain public liability and property damage insurance with limits of no less than one million dollars (\$1,000,000.00) aggregate and per occurrence, and shall provide Lessor with a certificate evidencing such coverage, identifying Lessor as a named insured.
  - e. Indemnification – To the extent permitted under the Governmental Immunity Act, Lessee shall indemnify, hold harmless, and defend Lessor from any and all losses, claims, liabilities, or expenses, including reasonable attorney fees, which Lessor may suffer or incur and arising from Lessee's use and occupancy of the Property. Lessor agrees to indemnify Lessee from and against any such claims,

including reasonable attorney's fees which Lessee may suffer or incur in connection with any negligent act on the part of Lessor.

### 3. MISCELLANEOUS PROVISIONS

- a. Any notice required to be given under the terms of this Lease shall be in writing and mailed first class United States mail, registered or certified mail, return receipt requested, postage prepaid, to the principal offices of the Lessee and Lessor which have been identified herein. All changes of address must be provided in writing no later than thirty (30) days prior to their effective date.
- b. All notices or other communications required or permitted by this Agreement shall be deemed given only if in writing and mailed first class United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Lessor:                    Central City Opera House Association  
    Attn: Scott Finlay, President and CEO  
    400 S. Colorado Blvd., Suite 530  
    Denver, CO 80246

With a copy to:                Robert D. & Massey Showalter  
    518 17<sup>th</sup> Street, Suite 100  
    Denver, CO 80202

If to Lessee:                    County of Gilpin  
    Attn: Deputy Clerk to the Board  
    P.O. Box 366  
    Central City, CO 80427

With a copy to:                Bradford Benning, Gilpin County Attorney  
(*via email*)                      [bbenning@gilpincounty.org](mailto:bbenning@gilpincounty.org)

4. This Lease shall be governed by the laws of the State of Colorado. In the event that any provision or clause of this Lease conflicts with the law, such conflict shall not affect other provisions of this Lease which can be given effect without the conflicting provision, and to this end, the provisions of the Lease are declared severable. Venue for all legal claims regarding this matter shall be the County of Gilpin, Colorado.

THIS LEASE shall be binding on the Parties, their personal representatives, successors, and assigns.

LESSEE:

Central City Opera House Association

LESSOR:

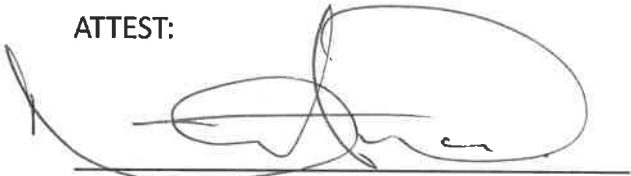
County of Gilpin



\_\_\_\_\_  
Scott Finlay, President & CEO

\_\_\_\_\_  
Susan Berumen  
Chair, Board of County Commissioners

ATTEST:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_

DATE:  
5/29/24

\_\_\_\_\_

DATE:

\_\_\_\_\_

# AGENDA ITEM

## Staff Report

To: Board of County Commissioners  
From: Sarah Baciak, Paralegal, County Attorney's Office  
Date: June 11, 2024  
Item: Resolution 24-87 Authorizing the Execution of Law Enforcement Shooting Range Lease Agreement with Martin Marietta Materials Real Estate Investments, Inc.  
Requested Action: Resolution  
Public Hearing: No

### **I. REQUEST OR ISSUE:**

Gilpin County had a lease agreement with the Albert and Mary Frei Irrevocable Trust for a property with an outdoor shooting range for the Gilpin County Sheriff's Office to use for practice and training. It is located off Lake Gulch Road. Clear Creek County also had a lease agreement with Albert and Mary Frei Irrevocable Trust for a shooting range that was located in Clear Creek County. The shooting range Clear Creek used was inconvenient for both the lessor and lessee because it was difficult to access. In January of this year both shooting range properties were sold to Martin Marietta Materials Real Estate Investments, Inc. Since Gilpin County wished to continue to lease and use the shooting range located off Lake Gulch Road negotiations began on a new lease agreement. During negotiations, it came to light that the new owners, Martin Marietta Materials, would like to consolidate the two shooting range leases into one, and have both Clear Creek County and Gilpin County share the shooting range located off Lake Gulch Road. Both Counties agreed. The amount for rent is half the amount it was in the previous lease agreement (\$3,000.00 annually).

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

Approve and execute Law Enforcement Shooting Range Lease with Martin Marietta Materials Real Estate Investments, Inc.

### **III. FISCAL IMPACTS:**

Yes. Rent amount associated with lease is \$3,000.00 annually. This amount is half as much as we paid in previous years and is budgeted for.

### **IV. LEGAL ISSUES:**

None.

### **V. ENVIRONMENTAL IMPACTS:**

None.

### **VI. ALTERNATIVES:**

If the Board chooses not to approve the lease, the Gilpin County Sheriff's Office has no where else they can practice and train with firearms.

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

**RESOLUTION AUTHORIZING THE EXECUTION OF LAW ENFORCEMENT SHOOTING RANGE LEASE  
AGREEMENT WITH MARTIN MARIETTA MATERIALS REAL ESTATE INVESTMENTS INC.**

**WHEREAS**, Gilpin County, Colorado a body politic and corporate duly organized and existing as a political subdivision of the State of Colorado, is authorized by the laws of the State of Colorado to 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 pursuant to C.R.S. §30-11-101(1)(c); and

**WHEREAS**, Gilpin County previously had a lease agreement in place with the Albert and Mary Jane Frei Irrevocable Trust (hereinafter "Frei Trust") for outdoor shooting range facilities for the Gilpin County Sherriff's Office (herein after "Gilpin Sheriff") to train and practice with their firearms; and

**WHEREAS**, the property in question where the shooting range is located was recently sold by the Frei Trust to Martin Marietta Materials Release Estate Investments Inc., (hereinafter "Martin Marietta"); and

**WHEREAS**, since the Gilpin Sheriff still requires a shooting range in which to train and practice with their firearms, Gilpin County desires to continue to lease the property through the new owner, Martin Marietta; and

**WHEREAS**, the County of Clear Creek, Colorado (hereinafter "Clear Creek County") also leased a separate property through the Frei Trust with the intended use of a shooting range. The shooting range used by Clear Creek previously was not ideal for various reasons, so after meeting with all parties it was determined the best course of action for the new property owners, Gilpin County, and Clear Creek County was to have both Counties share the shooting range located in Gilpin County; and

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

1. That the Board finds that the Shooting Range Lease Agreement with Martin Marietta Materials Real Estate Investments, Inc. is deemed to be in the best interest of Gilpin County and its inhabitants; and
2. Furthermore, the Board hereby authorizes the execution of the Shooting Range Lease Agreement with Martin Marietta Materials Real Estate Investments, Inc.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, by a vote of \_\_\_\_\_ to \_\_\_\_\_.

RECORDING STICKER

RECORDING STICKER

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
COUNTY OF GILPIN, COLORADO

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

\_\_\_\_\_  
Susan Berumen, Chair

**ACKNOWLEDGEMENT**

STATE OF COLORADO )  
                                  )ss.  
COUNTY OF GILPIN  )

Susan Berumen, Chair, and County Clerk, County of Gilpin, acknowledged the foregoing Resolution before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness my hand and official seal

\_\_\_\_\_  
Notary Public

RECORDING STICKER

RECORDING STICKER



## SHOOTING RANGE LEASE

THIS LEASE AGREEMENT ("Lease") is entered into this 1<sup>st</sup> day of **January, 2024**, between Martin Marietta Materials Real Estate Investments Inc. ("Lessor") and the Counties of Gilpin and Clear Creek, political subdivisions of the State of Colorado, herein referred to jointly as ("Lessees"). This lease replaces in its entirety all previous leases associated with the property including leases dated October 8, 2019, and January 4, 2022, as well as the lease described in Section 17 of this Lease.

1. **Leased Property.** The property subject to this lease consists of a shooting range of approximately six (6) acres located on that real property located in NW ¼ Section 20, T3S, R72W, on portions of Gilpin County Parcel numbers 183320200003 and 183320200004 ("Property"). See **Exhibit A** for a survey of the leased property.
2. **Term.** The initial Lease term is January 1, 2024, through December 31, 2044. The Lease is automatically renewed each calendar year thereafter, January 1 through December 31 ("Renewal Term"), commencing January 1, 2045, unless either Party submits written notice of termination at least 60 days prior to the expiration of the Renewal Term. After the initial term, if either Lessee terminates, then the lease will terminate and the Lessor and remaining Lessee may renegotiate the terms of a new lease, if desired.
3. **Rent.** Rental for the term shall be \$6,000.00 per year. \$3,000.00 will be due in one annual payment from each Gilpin and Clear Creek County by Feb. 28 of each year. Payments shall be remitted to the Lessor, Martin Marietta Materials, and mailed to Martin Marietta, Attn: Aggregate Finance Dept, 1627 Cole Blvd Suite #200, Lakewood, CO 80401.
4. **Use.** The Property shall be used exclusively for the purpose of operating a shooting range under the supervision and control of the Gilpin County and Clear Creek County Sheriff's with users limited to Gilpin County Sheriff deputies, Clear Creek County Sheriff deputies, City of Black Hawk police officers, Colorado Division of Gaming Agents, Colorado State Patrol officers, and Golden Gate State Park rangers.
5. **Adjacent Area.** Lessees may use areas adjacent to and within 400 feet of the leased area for shooting stands and other law enforcement training purposes as long as the use does not conflict with any other current or future uses of the property and no permanent modifications to the property are made.
6. **Maintenance and Repairs.** Lessees shall maintain the Property at its sole expense and shall keep the premises free of trash and debris. Lessees shall be responsible for installing such protective facilities or barriers as reasonably necessary to allow the discharge of firearms in such a manner as to not endanger persons or property and in such a manner as to prevent projectiles from firearms traversing areas outside the limits of the shooting range.
7. **Use Expansion.** Lessees shall not construct or install any improvements to the shooting range, other than those currently in place, without prior written approval of Lessor with the exception that the Lessees are permitted to install a second pistol range and a range rifle range at some time during the lease term.
8. **Security.** Lessees shall provide security for the site by regular Sheriff Office patrols of the area, in the course of providing regular law enforcement services, including for the City of Central pursuant to Intergovernmental Agreement Between Gilpin County and City of Central, Colorado to Provide Law

Enforcement and Public Safety Services. Lessees will take such action as necessary to prevent use of the range by unauthorized personnel. Lessees shall maintain the gate at the entrance to the property from the Central City Parkway. The gate shall be locked when range is not in use.

9. **Signage.** Lessees shall post signs stating, “No Trespassing and Authorized Personnel Only”.
10. **Sublease/Assignment.** This Lease and the rights of Lessees hereunder shall not be assigned, other than updating primary contacts annually, without prior written consent of Lessor, which shall not be unreasonably withheld, so long as the assignee is a governmental agency. Within 30-days of formal notice, the Lessor may assign their interest in this lease, including all relevant primary contact(s) and mailing information, in order to ensure timely lease payments and communication.
11. **Insurance.** For the term of this, Lessees shall maintain public liability and property damage insurance covering the Property and all operations under this Lease conducted on the Property.
12. **Site Restoration.** Upon termination of this lease, Lessees shall restore the Property as near as reasonably possible to the condition in which it existed prior to installation of the shooting range. Lessees shall be responsible for remediation of the shooting range site including removal of all shell casings, bullets, and all other firearm related debris and Lessees will provide Lessor with written confirmation from a qualified hazard mitigation contractor that the property has been restored to previous condition prior to installation of the shooting range and all such materials have been removed from the site.
13. **Governmental Immunity.** By executing this Lease, Lessees do not in any way limit or impair any rights, defenses or limitations applicable under the law, including but not limited to the Colorado Governmental Immunity Act, CRS 24-10-101 et. seq.
14. **Binding Effect.** The provisions of this Lease will bind and benefit Lessor and Lessees and their respective heirs, personal representatives, successors, and assigns.
15. **Notice.** Any notice to be given pursuant to this lease shall be deemed properly given when delivered by email, receipt confirmed as follows:

To Lessor:        Martin Marietta Materials Real Estate Investments Inc.  
                          c/o James Sharn (Director Natural Resources) and Joel Bolduc (Land Manager)  
                          1627 Cole Blvd Suite #200, Lakewood, CO 80401.  
                          [james.sharn@martinmarietta.com](mailto:james.sharn@martinmarietta.com)  
                          [joel.bolduc@martinmarietta.com](mailto:joel.bolduc@martinmarietta.com)

To Lessees, as dually assigned:

Gilpin County Board of County Commissioners  
c/o Bradford Benning (County Attorney) and Lyndsey Denton, Deputy Clerk to  
the Board of County Commissioners  
PO Box 366  
Central City, CO 80427  
[bbenning@gilpincounty.org](mailto:bbenning@gilpincounty.org)  
[ldenton@gilpincounty.org](mailto:ldenton@gilpincounty.org)

To Lessees: Clear Creek County Board of County Commissioners  
PO Box 2000  
Georgetown, CO 80444  
c/o Peter Lichtman (County Attorney) and Brian Bosshardt (County Manager)  
[plichtman@clearcreekcounty.us](mailto:plichtman@clearcreekcounty.us)  
[bbosshardt@clearcreekcounty.us](mailto:bbosshardt@clearcreekcounty.us)

16. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Colorado. In the event of any litigation regarding this Lease, jurisdiction and venue shall be proper in the Gilpin County Colorado District Court.
17. **Prior Lease.** This lease agreement terminates and supersedes the Lease Agreement dated December 16, 2014, between Albert and Mary Jane Frei Irrevocable Trust Dated June 29, 1995, and County of Clear Creek, State of Colorado.
18. **Lease Agreement Documents.** Each of the following documents is incorporated herein by reference whether or not attached hereto. If there is any conflict between this Lease and the Lease Agreement Documents, this Lease shall control, The “Lease Agreement Documents” shall consist of:
  - a. **Exhibit A** – Survey of Leased Property

**Lessor:**

**Martin Marietta Materials Real Estate Investments Inc.**

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

Name: Abbott Lawrence

Title: President – West Division

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

**Lessees:**

**Clear Creek County Board of County Commissioners**

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

Name: George Marlin

Title: Chair, Board of County Commissioners

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

**Lessees:**

**Gilpin County Board of County Commissioners**

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

Name: Susan Berumen

Title: Chair, Board of County Commissioners

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

EXHIBIT A – SURVEY OF LEASED PROPERTY

# EXHIBIT A

## SHEET 1 OF 3

AN EASEMENT BEING A PORTION OF UNPLATTED LANDS IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH PM., COUNTY OF GILPIN, STATE OF COLORADO, ALSO BEING A PORTION OF THE PARCELS KNOWN AS 183320200003 AND 183320200004, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 20, MONUMENTED BY A FOUND 2.5" BRASS CAP IN ROCK MOUND, STAMPED "FENWICK ENGRS LS 7234", AND FROM WHICH THE NORTH 1/4 OF SAID SECTION 20 BEARS N89°06'38"E, A DISTANCE OF 2630.74 FEET, FORMING THE BASIS OF BEARINGS FOR ALL LINES DESCRIBED HEREIN, AND MONUMENTED BY A FOUND 3.25" BLM BRASS CAP STAMPED "1978", THENCE S79°22'25"E, A DISTANCE OF 791.41 FEET TO THE POINT OF BEGINNING.

THENCE N75°21'35"E, A DISTANCE OF 664.70 FEET TO A POINT ON THE EXTENSION OF THE EAST LINE OF PARCEL 183317300014;

THENCE ALONG THE EXTENSION OF THE EASTERLY LINE OF SAID PARCEL 183317300014, S09°11'43"E, A DISTANCE OF 316.34 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 183320200004, AND A FOUND #4 REBAR;

THENCE S51°18'12"W, A DISTANCE OF 517.86 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 183320200003;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 183320200003, N44°51'16"W, A DISTANCE OF 14.16 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL 183320200003, N54°30'16"W, A DISTANCE OF 343.31 FEET;

THENCE N00°00'00"E, A DISTANCE OF 258.66 FEET TO THE POINT OF BEGINNING, CONTAINING 6.5 ACRES, MORE OR LESS.

# Gillians

GILLIANS LAND CONSULTANTS  
P.O. BOX 375  
BENNETT, CO 80102  
303-972-6640 [www.gillianslc.com](http://www.gillianslc.com)

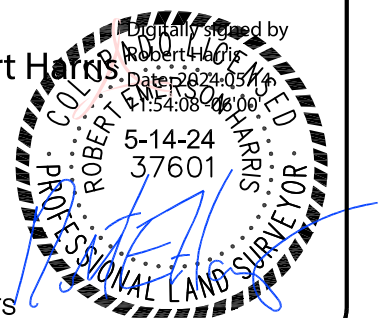
JOB NO.: 24055  
DRAWN: RH  
ISSUE DATE: 5-13-24  
FILE: RANGE

DIGITAL SIGNATURE

Robert Harris



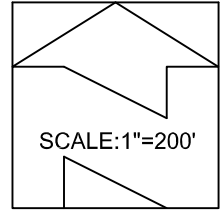
ROBERT E. HARRIS  
COLORADO P.L.S. 37601  
FOR & ON BEHALF OF  
GILLIANS LAND CONSULTANTS



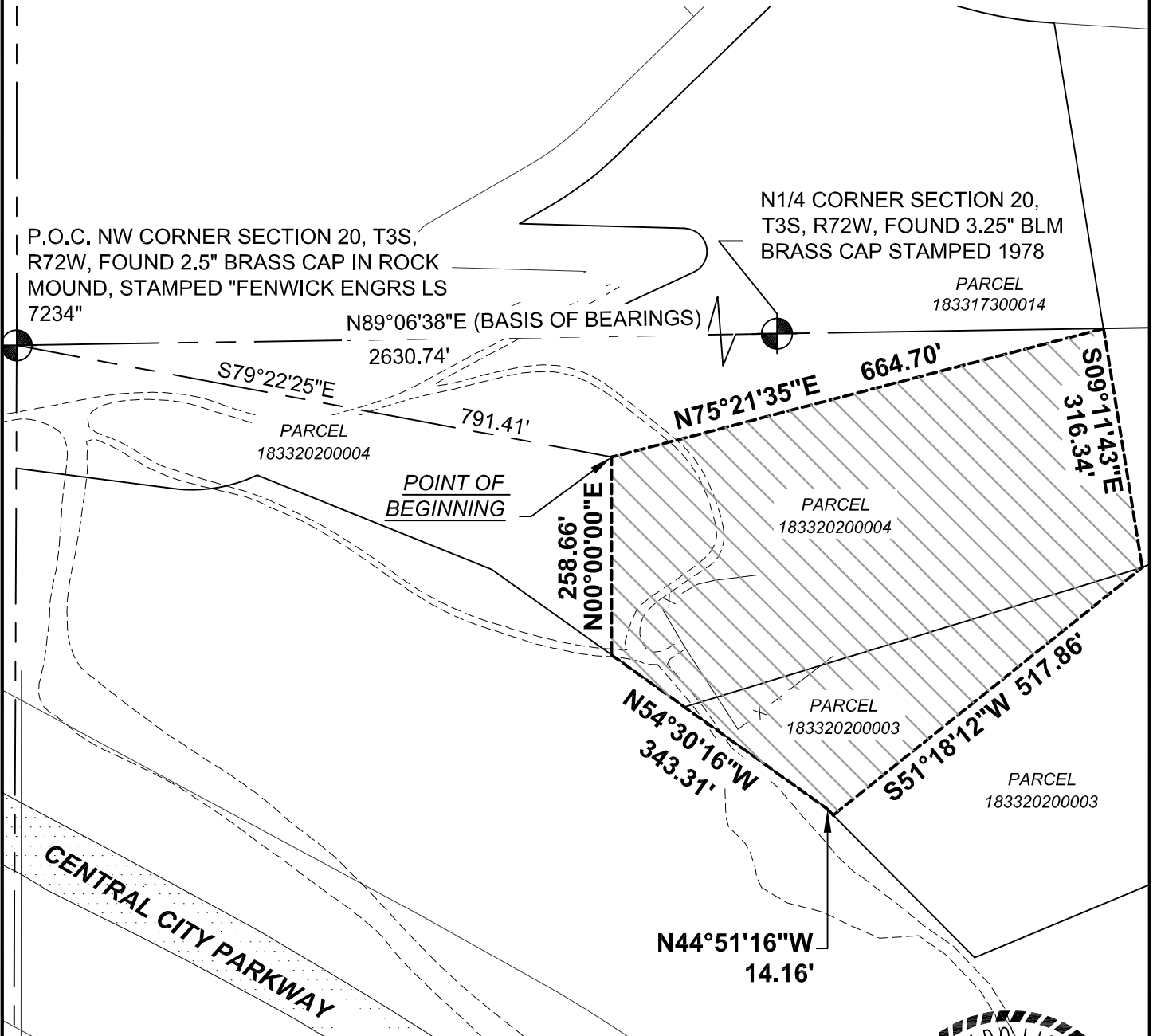
# EXHIBIT A

THIS IS NOT A MONUMENTED LAND SURVEY,  
IMPROVEMENT SURVEY PLAT OR IMPROVEMENT  
LOCATION CERTIFICATE. IT IS INTENDED ONLY TO DEPICT  
THE ATTACHED PROPERTY DESCRIPTION.

## SHEET 2 OF 3



ALL SEALS FOR THIS DOCUMENT ARE APPLIED TO SHEET 1



# Gillians

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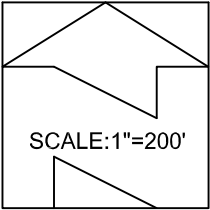
JOB NO.: 24055  
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ISSUE DATE: 5-13-24  
FILE: RANGE

ROBERT E. HARRIS  
COLORADO P.L.S. 37601  
FOR & ON BEHALF OF  
GILLIANS LAND CONSULTANTS



# EXHIBIT A

SHEET 3 OF 3



# Gillians

GILLIANS LAND CONSULTANTS  
P.O. BOX 375  
BENNETT, CO 80102  
303-972-6640 [www.gillianslc.com](http://www.gillianslc.com)

JOB NO.: 24055  
DRAWN: RH  
ISSUE DATE: 5-13-24  
FILE: RANGE

ROBERT E. HARRIS  
COLORADO P.L.S. 37601  
FOR & ON BEHALF OF  
GILLIANS LAND CONSULTANTS





# AGENDA ITEM

## Staff Report

To: Board of County Commissioners  
From: Sahari McCormick, Clerk and Recorder, Clerk & Recorder  
Date: June 11, 2024  
Item: Liquor License Renewal - Toss Woodfired Eatery  
Requested Action: Motion  
Public Hearing: No

**I. REQUEST OR ISSUE:**

Annual renewal application for the retail liquor license at Toss Woodfired Eatery, 63 Main Street, Rollinsville

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

Approval of application

**III. FISCAL IMPACTS:**

None.

**IV. LEGAL ISSUES:**

None.

**V. ENVIRONMENTAL IMPACTS:**

None.

**VI. ALTERNATIVES:**

n/a

DR 8400 (03/31/23)  
 COLORADO DEPARTMENT OF REVENUE  
 Liquor Enforcement Division  
 PO BOX 17087  
 Denver CO 80217-0087

**Submit to Local Licensing Authority**

*CC CHR SEC*

**TOSS: WOOD FIRED EATERY  
 PO BOX 112  
 Rollinsville CO 80474**

Fees Due	
Renewal Fee	242.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
<b>Amount Due/Paid</b>	<b>\$</b>

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

## Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name TOSS: WOOD FIRED EATERY, LLC		Doing Business As Name (DBA) TOSS: WOOD FIRED EATERY	
Liquor License # 04-01847	License Type Fermented Malt Beverage and Wine(county)		
Sales Tax License Number 95483043-0001	Expiration Date 07/19/2024	Due Date 06/04/2024	
Business Address 63 MAIN STREET Rollinsville CO 80474			Phone Number
Mailing Address PO BOX 112 Rollinsville CO 80474		Email <i>manager@tasswoodfired.com</i>	
Operating Manager <i>Cole Johnson</i>	Date of Birth	Home Address <i>5838 CO-72 Nederland, CO 80466</i>	Phone Number <i>701 431 5077</i>
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented*      *If rented, expiration date of lease <u>2/28/27</u>			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

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

**Affirmation & Consent**

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

Type or Print Name of Applicant/Authorized Agent of Business <i>Cole Johnson</i>	Title <i>Owner</i>
Signature <i>[Signature]</i>	Date <i>4/3/24</i>

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

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

**Therefore this application is approved.**

Local Licensing Authority For	Date	
Signature	Title	Attest



**Gilpin County Attorney**

Tel: 303-515-4377

Fax: 303-582-5440

[bbenning@gilpincounty.org](mailto:bbenning@gilpincounty.org)

June 3, 2024

**RE: County Attorney's Office Report for June 11, 2024 BoCC Meeting**

1. Water Rights Investigations and working with BBA Water consultants on several matters
2. Working on Roads Memo.
3. Election law and related work including working with Clerk & Recorder Sahari McCormick and providing information, advisements, legal advice, and planning for the upcoming elections.
4. Contracts:
  - a. Amendment to 2024 I.T. Service Agreement with Teryx
  - b. Parking Lot Leases (Teller House Parking Lot Lease and Courthouse Parking Lot Lease)
  - c. Martin Marietta Shooting Range Lease
  - d. JBBS Agreements (Grant Agreement and Chestnut Service Contract)
  - e. Co-Responder Agreement for GROC Grant
  - f. Gilpin Mountain Kids Lease
  - g. SRI Contract for Treasurers Office.
5. Grants
  - a. STEP Grant for Public Health (Tobacco)
  - b. CRI Grant Agreement
  - c. Option Letter 2 for CDPHE Retail food establishments grant
  - d. Amendment 2 to SABG Grant
  - e. PHEP Grant – Public Health
6. Working on two Ordinances
  - a. New County Ordinance for HB24-1371 licensing of all massage business employees.
  - b. Revisions to County Dog Ordinance
  - c. Loitering Ordinance
7. Work regarding Moffat Tunnel Lease
8. Worked on contracted 1041 regulations mapping revisions/additions for better clarity and functionality and identifying additional work moving forward.
9. IGA Nederland – Gilpin County: Reviewed HB24-1033 adding requirement emergency management plan including individuals with animals. Revising our current draft emergency plan with Nederland if this bill passes.
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. 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.
12. Work and consultation with GC Public Health – Director Alisa Witt and staff on help with policies and flow charts for dealing with noncompliant OWTS and related matters.
13. Work on matters for Coroner's Office – Zane Laubhan
14. Attending Colorado Attorney Association June 2024 Conference (June 5-8)

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P.O. Box 366  
203 Eureka Street  
Central City, CO 80427

15. Following up on matter involving Sheriff's Office and enforcement of property trespassing matter and/or possible zoning/building code violations.
16. Timely addressed CORA requests.

# County Managers' Report

June 11, 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
    - June 25, 2024 (Community Center)
    - July 9, 2024 & July 23, 2024
    - July 30, 2024 (CBOE)
  - Work Session Schedule (tentative)
    - July 16<sup>th</sup>
      - County / Cities Joint Meeting
        - Tour of Roworth Heights, then meet in Courthouse
    - July 30<sup>th</sup>
      - Wildfire Mitigation on Private Lands
      - Wildfire Mitigation of County Lands (Update)
      - Drug Affected Properties Ordinance
      - Field Worker Safety Policy
    - August 20<sup>th</sup>, September 17<sup>th</sup>, October 1<sup>st</sup>, November 5<sup>th</sup>, December 3<sup>rd</sup>
- Broadband (waiting work regarding BEAD)
- Records/Files Scanning Project / Project expanding to Treasurer Files— ongoing,
- Lobbyists meetings
- GAA Board activities
- CCEDC Board activities
- IT Specialist – Open Position - Interviews restarted
- Deputy Clerk to the BoCC – Interviews started
- Legislative matters, onboarding staff, contract review, 1041, election security
- Lease Vehicle Purchase – Discussion
- SOB associated matters
- Food Pantry Truck Unveiling – June 6<sup>th</sup> 12-4 – Food Pantry
- CWPP – Open House June 8<sup>th</sup> – 10-noon – Community Center
- CCI Conference
- Dispatch Fee Proposal Underway
- Ceasar's Grant Award Event
- CU Denver /GFOA – Rethinking Budgeting Readiness Workshop
- Moffat Tunnel Lease – Shifting to Attorney Benning



OFFICE OF THE STATE AUDITOR LOCAL GOVERNMENT AUDIT DIVISION  
KERRI L. HUNTER, CPA, CFE STATE AUDITOR

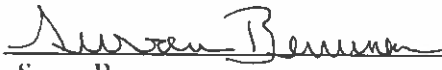
## Request for Extension of Time to File Audit for Year End December 31, 2023 ONLY

Requests may be submitted via internet portal: <https://apps.leg.co.gov/osa/lg>.

Government Name:	<u>Gilpin County</u>
Name of Contact:	<u>Joe Allaire</u>
Address:	<u>203 Eureka Street</u>
City/Zip Code	<u>Central City CO 80127</u>
Phone Number:	<u>303-582-5214</u>
E-mail	<u>jallaire@gilpincounty.org</u>
Fiscal Year Ending (mm/dd/yyyy):	<u>12/31/2023</u>
Amount of Time Requested (in days): (Not to exceed 60 calendar days)	<u>60 days</u> <u>Audit Due:</u> <u>September 30, 2024</u>
Comments (optional):	<u></u>

I understand that if the audit is not submitted within the approved extension of time, the government named in the extension request will be considered in default without further notice, and the State Auditor shall take further action as prescribed by Section 29-1-606(5)(b), C.R.S.

**Must be signed by a member of the governing board.**

Signature	<u></u>
Printed Name:	<u>Susan Berumen</u>
Title:	<u>COMMISSIONER - CHAIR</u>
Date:	<u>06/03/2024</u>



**Gilpin County  
Colorado**

**Commissioners**

Marie Mornis,  
District 1

Susan Berumen,  
District 2

Sandy  
Hollingsworth,  
District 3

**County Manager**  
Ray Rears

**County Attorney**  
Bradford Benning

**Address**

P.O. Box 366  
203 Eureka Street  
Central City,  
Colorado 80427

*Located in the  
Historic  
Gilpin County  
Courthouse*

**Phone**

Main: 303.582.5214  
Fax: 303.582.5440

**Web Site**

[www.gilpincounty.  
colorado.gov](http://www.gilpincounty.colorado.gov)

**Facebook**

Gilpin County  
Colorado

June 4, 2024

City of Central  
City Council  
141 Nevada Street  
Central City, CO 80427

Re: Sexually Oriented Businesses (SOB) – Gilpin County’s Impact Study

Dear Mayor Fey, Mayor Pro-Tem Tinucci, Alderman Aiken, Alderman Enloe & Alderman Williams:

As you are aware, on May 21, 2024, Gilpin County released a Request For Proposal (RFP) soliciting responses from qualified firm(s) able and willing to prepare an impact study of SOBs within Central City, as a municipality in Gilpin County. As stated within the RFP, the purpose is to determine if SOBs restrictions are relaxed as contemplated in City of Central Ordinance 24-02 and 24-03, what could be the impact of those changes on County services, law enforcement, and specifically on County costs. On January 11, 2023, during a meeting with County Sheriff Armstrong, City Manager Miera, and County Manager Rears, it was discussed that the County would take this action of an impacts study, if a similar adult business proposal were to move forward.

This is of particular importance to the County, since the Gilpin County Sherriff’s Office provides law enforcement and public safety services within the City of Central’s incorporated limits, per the Intergovernmental Agreement agreed upon on October 5, 2016 by both the City and County. Other county services may also be impacted such as Public Health, Human Services and/or EMT services, which are included as part of the RFP. The choice to relax SOB restrictions itself is fully within your authority, and the County has no role to play in the decision. However, the County does have a role and obligation to address the possible unintended consequences associated with new SOB uses for the county-wide community.

The need and basis of the RFP was necessary because established research regarding SOBs [Minneapolis (1980), St. Paul (1978), Indianapolis (1978) and Phoenix (1979)], all found a close association between SOB and high crime rates for both property and sex crimes. Ties to lower property values have also been identified in some of these studies. These are not recent studies, nor are they associated with a small mountain gambling town with many more visitors than residents, which is why the County is taking this important step to objectively determine what impacts such a change may have on County service levels and associated costs. The City is welcome to join, or even expand upon, this objective effort to review any impacts this course of action may cause, beyond those to the County, though we do anticipate making the contracted firm award in June for work to start in July.

Either by joining our impact study or by completing your own research, we encourage the City of Central to objectively study the impacts SOBs may have on the community and residents along with the possible expected tax revenue it would receive versus any expected or unintentional costs. The County is committed to proceed with an objective and expedited study which will provide more relevant facts to inform decision makers regarding SOBs entering our community.

Sincerely,

Susan Berumen  
Commissioner, Chair

Marie Mornis  
Commissioner

Sandy Hollingsworth  
Commissioner

Cc: Gilpin County Sheriff Armstrong



## Grant Snapshot 5/7/2024

Type	Award Term End Date	Award Term Start Date	Name	Funder	Amount Requested	Amount Awarded
Active			SLFRF		\$0.00	\$1.00
Active	6/30/2026	7/1/2020	Substance Abuse Prevention Block Grant (SABG) for Under-Resourced High-Needs Programs	BHA - Behavioral Health Administration / CDPHE - Colorado Department of Public Health and Environment	\$750,000.00	\$880,074.00
Active	10/31/2024	1/11/2024	Broadband Technical Assistance Program	CBO - Colorado Broadband Office	\$80,000.00	\$80,000.00
Active	8/31/2024	2/2/2024	Brownfields Environmental Assessments	EPA - Environmental Protection Agency, Region 8	\$0.00	\$75,000.00
Active	12/31/2023	9/1/2019	Alan Green Foundation Grant 2019 - Snow Plow	Alan Green Foundation	\$600.00	\$600.00
Active	12/31/2024	9/30/2023	Alan Green Foundation Grant 2023 - Food Pantry	Alan Green Foundation	\$2,500.00	\$5,000.00
Active	12/31/2024	9/30/2023	Alan Green Foundation Grant 2023 - Senior Lunch Program	Alan Green Foundation	\$1,700.00	\$1,700.00
Active	12/31/2024	9/1/2023	Alan Green Foundation Grant 2023 - Snow Plowing Program for Vulnerable Adults	Alan Green Foundation	\$2,000.00	\$2,000.00
Active	6/30/2024	5/30/2023	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	\$15,000.00
Active	6/30/2024	1/24/2024	Court Security Cash Fund & Courthouse Security Grant SFY23-24	Colorado Judicial Department	\$17,500.00	\$17,500.00
Active	6/30/2024	7/1/2023	DHS Programs Human Services Annual Allocations - Adult Protection Administration & Client Services Fund	CDHS - Colorado Department of Human Services	\$0.00	\$25,600.00
Active	6/30/2024	7/1/2023	DHS Programs Human Services Annual Allocations - Temporary Assistance for Needy Families (TANF)	CDHS - Colorado Department of Human Services	\$0.00	\$100,611.00
Active	4/30/2024	12/8/2023	DOLA Gaming Grant 2023	DOLA - Colorado Department of Local Affairs	\$2,233,783.30	\$2,233,783.00
Active	8/31/2025	9/1/2022	Emergency Operating Center (EOC) Grant Program via Neguse Community Project Funding	FEMA - Federal Emergency Management Agency	\$138,557.00	\$138,557.00
Active	6/1/2025	6/29/2023	Healthy Forests & Vibrant Communities - Gilpin County CWPP Update 2023	CSFS - Colorado State Forest Service	\$100,000.00	\$100,000.00
Active	6/30/2024	7/1/2023	State Victim Assistance Law Enforcement (VALE) Funding 23 - 24	CDPS - Colorado Department of Public Safety	\$42,300.00	\$42,300.00
Active	12/31/2024	1/1/2023	Victims of Crime Act (VOCA) Funding 23-24	CDPS - Colorado Department of Public Safety	\$171,090.00	\$171,090.00
Active	12/31/2024	1/1/2024	Volunteers of America - Meals on Wheels	Volunteers of America	\$0.00	\$35,316.00
Active			CCHA Grant for Human Services Vehicle	CCHA - Colorado Community Health Alliance	\$55,000.00	\$55,000.00
Active	6/30/2024	7/1/2023	CDPHE STEPP Grant, JeffCo Subgrant/IGA 23 - 24	(Jefferson County Public Health) CDPHE - Colorado Department of Public Health and Environment	\$0.00	\$17,000.00
Active	6/30/2024	2/1/2024	Core Immunization Services	CDPHE - Colorado Department of Public Health and Environment	\$0.00	\$10,549.50
Active	6/30/2024	3/24/2021	Covid Immunization Grant 1 - 3 (IMM)	CDPHE - Colorado Department of Public Health and Environment	\$0.00	\$89,564.00
Active	6/30/2025	1/1/2024	Covid Immunization Grant Round 4 (IMM #4)	CDPHE - Colorado Department of Public Health and Environment	\$0.00	\$56,596.00
Active	12/31/2024	1/24/2024	FDA NEHA Retail Flexible Funding Model (RFFM) Program - Track 2	NEHA - National Environmental Health Agency / FDA - Food and Drug Administration	\$23,164.00	\$9,164.00
Active	9/30/2024	10/1/2023	Hazardous Materials and Waste Management Division (HMMWD) Indoor Radon Grant Program 23-24	CDPHE - Colorado Department of Public Health and Environment	\$3,924.00	\$3,924.00
Active	12/31/2023	1/2/2023	FDA - NEHA - Retail Flexible Funding Model Grant Program - Track 1	NEHA - National Environmental Health Agency / FDA - Food and Drug Administration	\$19,147.00	\$6,904.00
Active	6/30/2024	12/7/2023	OC SLFRF OPHP - ARPA 6.1	CDPHE - Colorado Department of Public Health and Environment	\$0.00	\$44,048.00
Active	11/30/2027	7/1/2023	OPHP Infrastructure Work Force Development FY23-27	CDPHE - Colorado Department of Public Health and Environment	\$0.00	\$206,799.00
Active	6/30/2024	7/29/2022	OPHP Supplemental Workforce Funding FY22-24	CDC - Centers for Disease Control and Prevention	\$0.00	\$141,473.00
Active	6/30/2024	7/1/2023	DHS Programs Human Services Annual Allocations - Child Welfare (80/20)	CDHS - Colorado Department of Human Services	\$0.00	\$288,712.00
Active	12/31/2027	10/13/2022	Local Assistance and Tribal Consistency Fund (LATCF)	USDT - United States Department of the Treasury	\$0.00	\$100,000.00
Active	6/30/2024	7/1/2023	DHS Programs Human Services Annual Allocations - Child Care	CDHS - Colorado Department of Human Services	\$0.00	\$130,195.00
Active	6/30/2024	7/1/2023	DHS Programs Human Services Annual Allocations - Core Services	CDHS - Colorado Department of Human Services	\$0.00	\$75,147.00
Active	6/30/2024	7/1/2023	DHS Programs Human Services Annual Allocations - Low Income Energy Assistance Programs (LEAP) Outreach	CDHS - Colorado Department of Human Services	\$0.00	\$20,000.00
Active	6/30/2024	7/1/2023	DHS Programs Human Services Annual Allocations - Child Welfare (100)	CDHS - Colorado Department of Human Services	\$0.00	\$29,058.00
Active	6/30/2024	7/1/2023	DHS Programs Human Services Annual Allocations - Child Welfare (90/10)	CDHS - Colorado Department of Human Services	\$0.00	\$58,513.00
Active	12/31/2024	1/1/2024	Community Services Block Grant (CSBG) Subgrant from Summit County	(Summit County) DOLA - Department of Local Affairs	\$0.00	\$5,205.00
Active	4/30/2024	6/8/2023	Tourism Management Grant 2023	OEDIT - Office of Economic Development and International Trade, CTO - Colorado Tourism Office	\$20,000.00	\$20,000.00
Active	12/31/2024	1/24/2024	CPW Impact Assistance Grant 2024 (for 2023 tax year)	CPW - Colorado Parks and Wildlife	\$3,519.62	\$3,519.62
Active	7/31/2024	5/15/2020	ERTB Self Service	ERTB - Electronic Recording Technology Board	\$280,528.67	\$280,528.67
Active	12/26/2025	7/6/2023	ImageCast X (ICX) Printer Grant	CDOS - Colorado Department of State	\$3,250.00	\$3,250.00
Active	6/30/2023	1/4/2023	Colorado Elections Security Act (CESA) Grant	CDOS - Colorado Department of State	\$0.00	\$14,957.50
Active	6/30/2024	7/1/2023	DHS Programs Human Services Annual Allocations - Administration	CDHS - Colorado Department of Human Services	\$0.00	\$125,602.00

Active	12/31/2024	4/15/2024	USDA/CDA Noxious Weed Management Fund 2024 (Sub-Grant through JCD)	USDA - U.S. Department of Agriculture, Forest Service / CDA - Colorado Department of Agriculture (JCD - Jefferson Conservation District)	\$2,538.00	\$2,538.00
Active	12/31/2024	2/12/2024	Charge Ahead Colorado	CEO - Colorado Energy Office	\$82,500.00	\$62,500.00
Active	9/30/2026	2/22/2024	Strong Communities Planning Grant Program	DOLA - Colorado Department of Local Affairs	\$199,000.00	\$200,000.00
Active	6/30/2024	7/1/2023	Master Public Health Task Order 23 - 24	CDPHE - Colorado Department of Public Health and Environment	\$0.00	\$42,131.00
Active	6/30/2025	7/1/2023	Public Health Emergency Preparedness (PHEP) Funding Program	CDPHE - Colorado Department of Public Health and Environment	\$0.00	\$105,847.93
Active	8/31/2026	5/29/2024	Proposition 123 Local Planning and Capacity (LPC) Grant	DOLA - Colorado Department of Local Affairs	\$104,000.00	\$104,000.00
Active	6/30/2028	7/1/2023	Environmental Health Services for Retail Food Establishments	CDPHE - Colorado Department of Public Health and Environment	\$0.00	\$37,000.00
Active	6/30/2024	7/1/2023	Colorado / Cities Readiness Initiative Program (CRI) SFY 23-24	CDPHE - Colorado Department of Public Health and Environment	\$0.00	\$24,201.00
Active	6/30/2025	7/1/2023	Jail Based Behavioral Services (JBBS)	BHA - Behavioral Health Administration / CDHS - Colorado Department of Human Services	\$280,000.00	\$255,660.00
Active	6/30/2025	7/1/2024	State Victim Assistance Law Enforcement (VALE) Funding 24 - 25	CDPS - Colorado Department of Public Safety, DCJ - Division of Criminal Justice	\$42,300.00	\$0.00

Awarded - Pending Execution			Accessibility Grant Program for Local Governments	SIPA - Colorado Statewide Internet Portal Authority	\$22,500.00	\$22,500.00
Awarded - Pending Execution			GROC Region 10 Co-Responder Program	GROC - Gateway to the Rockies Opioid Council	\$267,033.34	\$267,033.34
Awarded - Pending Execution			UASI N5 Sensors	UASI - Denver Urban Area Security Initiative	\$0.00	\$1.00
Awarded - Pending Execution	6/30/2025	7/1/2024	STEPP Tobacco Cessation Grant SFY24-25	CDPHE - Colorado Department of Public Health and Environment	\$50,000.00	\$50,000.00
Awarded - Pending Execution	9/30/2024	5/1/2024	Stabilization / New Provider Success 2024 Bonus Grant Application	CDEC - Colorado Department of Early Childhood	\$0.00	\$7,023.00
Awarded - Pending Execution	6/30/2025	7/1/2024	Court Security Cash Fund & Courthouse Security Grant SFY24-25	Colorado Judicial Department	\$175,312.00	\$92,656.00
Awarded - Pending Execution	6/30/2025	7/1/2024	Colorado / Cities Readiness Initiative Program (CRI) SFY 24-25	CDPHE - Colorado Department of Public Health and Environment	\$0.00	\$25,000.00

External - Awarded Pending Execution			Advance Colorado Broadband Capital Projects Fund (CPF)	CBO - Colorado Broadband Office	\$7,054,391.00	\$7,054,391.00
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Submitted - In Review			Community Resilience Initiatives (CRI) - Accessing Healthy Foods	TCT - The Colorado Trust	\$353,896.58	\$0.00
Submitted - In Review			Copy of Community Resilience Initiatives (CRI) - Diverse Approaches to Behavioral Health	TCT - The Colorado Trust	\$355,000.00	\$0.00
Submitted - In Review			Rural Economic Development Initiative Grant (REDI) 2024 for Rollinsville Plan	DOLA - Colorado Department of Local Affairs	\$120,000.00	\$0.00
Submitted - In Review			Congressionally Directed Spending (CDS) FY25 - Bennet & Hickenlooper - Justice Center Generator	United States Senate - Committee on Appropriations	\$948,000.00	\$0.00
Submitted - In Review			Energy/Mineral Impact Assistance Fund (EIAF) 2024 for Community Annex Construction	DOLA - Colorado Department of Local Affairs	\$650,000.00	\$0.00
Submitted - In Review			Emergency Management Performance Grant (EMPG 2024)	DHSEM - Colorado Division of Homeland Security and Emergency Management	\$62,000.00	\$0.00
Submitted - In Review			ERTB Recording Grant for Tyler Cloud Services	ERTB - Electronic Recording Technology Board	\$89,933.00	\$0.00

Denied			Peace Officer Behavioral Health (POBH / POMH)	DOLA - Colorado Department of Local Affairs	\$32,000.00	\$0.00
Denied			AARP Community Challenge Flagship Grant	AARP - American Association of Retired Persons	\$5,000.00	\$0.00