



BOARD OF COUNTY COMMISSIONER REGULAR MEETING

January 3, 2023

Administration Building

560 Dodge St., Delta, CO 81416

8:30 AM

PLEDGE OF ALLEGIANCE

ADDITIONS TO THE AGENDA

APPROVAL OF AGENDA

CONSTITUENT TIME: This is the time for members of the public to present issues of concern or interest to the Board. All issues requiring further research will be forwarded to the appropriate staff for response at a later time. No decisions are made by the BoCC during constituent time.

COUNTY CLERK - TERI STEPHENSON

1. Minutes for the December 20, 2022 BoCC Regular Meeting
2. Board's consideration of a liquor license renewal for a Hotel & Restaurant for Cheers Management LLC dba The Stone Fly Cantina located at 7904 Shea Road, Austin, CO
2. Board's consideration of a liquor license renewal for a Hotel & Restaurant and On/Off premises for Business Marketing and Advertising Inc. dba Gunnison River Pleasure Park located at 8949 Pleasure Park Road, Hotchkiss, CO 81419

COMMISSIONER BUSINESS

1. Appoint Board of County Commissioner Chairman and Vice Chairman
2. Board of County Commissioner's Reorganization and appointments
3. Board's discussion and consideration regarding the vacancy for County Surveyor
4. County Treasurer Lisa Tafoya - Board's consideration of a Resolution Authorizing Delta County Treasurer to deposit and invest public funds
5. Health Director Karen O'Brien - Board's consideration for the ratification of the Chairman's signature on Task Order 2023**2297 for the Woman's Wellness Connection -Cancer Prevention Early Detection from January 1, 2023 through June 29, 2023 in the amount of \$3,666.00
6. Board's consideration and Board's signature on a letter of concurrence regarding Colorado Parks and Wildlife purchase of 281 acres adjacent to Sweitzer Lake State Park
7. Board's consideration and signature and support regarding Delta Montrose Electric Association (DMEA) grant application to provide internet service to households in the Hotchkiss and Crawford areas
8. Experimental Aircraft Association Chapter 1373 - Mike Berry presentation regarding using 4'x8" banners on the perimeter fence to promote flying and the Young Eagles program
9. Lindsay Mitchell - Review of BoCC Schedule

10:00 AM

COUNTY ATTORNEY - JOHN BAIER

REGULAR SESSION:

1. Board's consideration of Letter of Agreement regarding notification process of NOTAMS involving North Fork Valley Airport

EXECUTIVE SESSION

Discussion regarding purchase of real property §24-6-402(4)(a) C.R.S.

2. Discussion regarding the potential purchase of real estate for County purposes in the Delta area.

INFORMATION

1. Jail Report

11:00 AM

ADJOURN

The next Board of County Commissioner Meeting is Tuesday, January 17, 2023

CERTIFICATION OF POSTING

On Thursday, December 30, 2022 at 10:00 AM, Teri Stephenson did post the above AGENDA as public notice of the 01/03/2023 meeting. The official notice is placed on the front entrance of the Delta County Courthouse located at 501 Palmer, Delta, Colorado.

**DELTA COUNTY COMMISSIONERS REGULAR MEETING
DECEMBER 20, 2022**

Commissioners Mike Lane, Wendell Koontz and Don Suppes met in the Commissioners Room in the Administrative Building for their regular meeting. Also present were County Administrator Robbie LeValley, County Attorney John Baier, Public Information Officer Lindsay Mitchell and Clerk and Recorder Teri A. Stephenson.

Verbatim Audio is available of these proceedings at the Delta County Clerk and Recorder's Office for 6 months from the above date. All documents incorporated in these minutes by reference are also available for review at the Delta County Clerk and Recorder's Office.

Chairman Suppes convened the Meeting of the Board of Delta County Commissioners for Tuesday, December 20, 2022 at 8:30 A.M. The Pledge of Allegiance was recited.

AGENDA:

Additions to the agenda:

- 9:30 am Recognition of County Assessor Debbie Griffith 2022 Awarded Assessor of the Year by the State Assessor's Association.

Chairman Suppes accepted the agenda as amended.

CONSTITUENT TIME:

Chad Anderson, 18357 Green Valley Road, Cedaredge:

Chad explained that for the past 15 years he has been receiving lead on his house. He said that he lives below the Cedaredge Rod and Gun Club and has lived there for 30 years since 1996. Chad stated that they have lived there with a happy life and he understands progress but he had a rod and gun club move to the top of the hill and he has aerial photos of his residence in proximity to the rod and gun club. He provided these photos to the Board for reference.

Chad referred to the photo stating that there are five sidewalks where the shot gun range is located and the middle sidewalk is a straight line to his house is at 1,067 feet from that shooting lane. He said that he lives at the bottom of the hill from this facility and he has been up there seven times to complain over the past 15 years because when he moved on his property there was nothing up there but a bare field there was no Cedaredge Rod and Gun Club signs, there wasn't anything they may have owned the property he is assuming before he moved there but there was not an operating facility there. Chad said only one time out of the seven did someone say they were sorry that he is receiving lead. He thought that the rod and gun club was a little farther over but not in direct line of fire.

Chad stated that on Tuesday, November 8, 2022 he had to call the Sheriff after going up to the rod and gun club and complain about debris landing on his shop which happened twice that day. He said that the second time he believes would have hit him. Chad stated that when he went up there five to seven men were there and not one of them looked at him and said they were sorry that he was receiving the lead. He told them that he does not want to call the Sheriff and get law enforcement involved but trying to be a good neighbor for the 15 years that it has been going on. Chad asked them to stop shooting in his direction because stuff was hitting his house their response was, "that is not possible" and another individual said, "you are going to have to call the Sheriff because we are not stopping". He was told several times that they were not going to stop shooting so he went and called the Sheriff and the officer that showed up stated that he had done a little investigation and he determined that there was nobody shooting in an unsafe direction. Chad explained that there is stuff landing on his house somebody is shooting something, there is debris landing on his house from the rod and gun club whether it was determined unsafe, safe or what not the deputy said if Chad did not agree with his investigation, he was told to call the deputy's superior so he did and it was determined that nothing could be done by the Sheriff's department even though lead is landing on his house. He finds that disturbing and if nothing can be done with lead landing on your house that is probably one of the most dangerous things there is in his eyes.

Chad said that the rod and gun club has kept on shooting knowing what is going on and he has had stuff land on his house since November 8, 2022 and have failed to call the Sheriff's department because they said they can't do anything. He doesn't want to bother anybody about stuff that they can't handle, he has come to the County Commissioners to ask for help and he is going to challenge anyone of them to put yourself, your grandchildren, your aunts, uncles all the above in a direct line of fire for 25 years and that is how he has lived on his property and knowing now that he is in direct line of this gun barrel it troubles him now. Chad explained that he has had his children out there for however long and thank God nothing happened because he was not home all the time and now, he is home quite often and is receiving debris.

Chad showed a bag with lead in it that was found on his front steps and is a rifle bullet and he went to the Cedaredge Rod and Gun Club after this hit his house and he happened to have found it on the front steps. He stated that he went up there and there was a Town of Cedaredge Police Officer shooting and he took pictures of it and happens to be a board member of the Cedaredge Rod and Gun Club and this was a few years ago and he doesn't think he should have to go any farther than that but they say that this wasn't from him and maybe it wasn't but for nothing to happen and several years before that there was a bullet that entered someone's house and went through their roof and through the popcorn ceiling which

happened while they were sitting there by the Cedaredge Police Department who repaired this and he is not sure what happened after that if the neighbor called. He will challenge anyone to receive this for a year on and off all the time, he has heard bullets through the air and he is used to it and it is not fair to him and his family. Chad is asking the Board for some help because the local Sheriff does not want to help him and that's disturbing that nothing can be done about a war zone.

Chad stated that he is three and half football fields away from and unfortunately, he had a nephew die from a gunshot through the head so he knows how dangerous firearms can be. He is asking for help. Chairman Suppes said that Chad contacted him and talked about this and looked through the land use code and will have to pursue this a little farther because he did get online system and you can see that it is in line of sight and he also pulled up some ballistics on shot guns and according manufacturers it should not be an issue for standard clay pigeon shooting but if it is hitting your house there is obviously something going on. Chad stated that it is not every time but when it does hit the roof, he happens to be in the vicinity so how often does it land when he is not in the vicinity and there are these things all over his nine acres and is one of those things because he was a member of the rod and gun club when it first started and everyone want to do some recreation and be safe doing it in a safe manner but it is no longer safe. He explained that they are having 22 competitions up there where they are shooting 22's anyone who has shot a 22 has heard the ricochet of a 22 which is one the worst firearms there is and when they are up there firing, he hears it quite often. Chairman Suppes asked Chad for the contact information for the President of the club.

Chad also talked about the firearm found at Lincoln Elementary School and he believes that there should be some hunter safety/gun etiquette for these children to never pick up a firearm all it takes is three words, "look what I found" and that is the end of a life. He said something needs to be done in the schools to help kids with firearms and what people are doing with them now because he is not having a very good experience.

Niko Woolf, 41513 Needle Rock Road, Crawford:

Niko said that he had met them two weeks ago over the land use code and he was genuinely curious how much the three of them had read of this. He stated that he knows they have been working on it for a long time but are you thoroughly familiar with everything that is in it. Chairman Suppes said this is constituent time and we are going to let you talk and not get into dialogue. He added that this is still an item that has to come up before the Board so they have yet to fully deliberate this and he is asking that Niko tell them his thoughts and what he does not like about it.

Niko explained that since being here two weeks ago he has had an opportunity to read quite a bit of it and has spoken to many other residents in Delta County about the contents of it. He said that they do appreciate all the work that has gone into it and is an impressive piece of work it is organized, thorough and do agree that it is necessary to guide industrial and commercial development in this county. Niko stated that when he first started reading it, he was concerned about what he was seeing and the more he read the more concerned he became but, even more concerning is how many of the people that will be most impacted by this code don't even know it is happening. He said there are a few folks that have read it like Eli Wolcott and some other folks that have been to the Planning Commission meetings but numerous builders who are people who should be aware of the rules apparently liken them already they have not been notified about it, the way this is flying in under the radar is a little bit concerning. Niko added that not one person that he has spoken to and he has spoke to quite a few has responded to this idea of this code applying to their private residential life with any sort of enthusiasm. He said that he has not heard one person say "yes I want this".

Niko stated that overall, they want to retain the unique character of Delta County and that is a land without a residential land use code, without residential development limits and characters that of a resilient people are made so by the independence to build what they need and provide for the families and communities with unnecessary permits a governmental involvement in their private lives. He said that one thing they would like to ask is to put the brakes on this and remove the aspects that apply, restrict residential life and retain the aspects that relate to industrial and commercial land use.

Niko said that yesterday Eli Wolcott provided him a link to previous document that was dated September 17, 2019 that was the Delta County Regulation for Specific Development and page five of this document specifically exempts a few activities and among others it includes agricultural uses except new confined animal operations and commercial slaughter and rendering facilities, residential development and land use except for multi-unit buildings such as triplexes and subdivision regulations due still apply and home business use and cottage industries. He stated that to those of them who engage in these activities we very much appreciate this exemption and to be asked for these exemptions maybe considered to be returned to this code. Niko said that they feel it is a reasonable request and supports its stated purpose of the code and he has heard that every other county has a land use code and it is time for Delta County to catch up but the truth is there is no other place like Delta County we are very unique in this country and we have a chance to remain that way.

Niko added that with all that said we do agree that planning is important. He said that they also acknowledge that planning takes time, and every bit of land is different in the way they can work on it. Niko stated that a lot of them came here to build their own homes, build our own farms with our own hands and for those of us it takes years to plan this and do it, we cannot just show up on a plot of land and know exactly how we are going to develop from the get go so building a big permanent house is not often at the forefront of their minds. He said simple shelters can do just fine for many people for as long as they need and when it is time to build that permanent house, we don't need the Planning Department's

consultants and outside observations to tell them the things they had to learn about their own land in all these years.

Niko stated that many of the stated purposes and goals of this document are things we are already doing we come here to be stewards of the land and we want to conserve water and our natural resources. We are here to be part of nurture this existing rural community and we are here to preserve and perpetuate our agricultural economy. He said this document as written in relation to agricultural and residential life does not enhance our process, quite frankly for many of us it is an unnecessary burden, in a way this code demands and requires hasty development of a nature not in tuned with planning for generations beyond our own. Niko stated that looking that far ahead requires thinking beyond the development methods spawn by consumption and waste and changing our perspective is more to one focused on the ground beneath our feet. He said they want to develop their land but they want to do it slowly and thoughtfully and we do agree there should be regulation and guidance regards to commercial and industrial activity and this code addresses some concerns in a well-constructed and thorough manner but when it comes to private rural residential life, we do not agree with this Planning Department should be planning our lives and land nor do we want its permissions, approvals or fees.

Niko explained a few examples of government over-reach that he sees in the Land Use Code such as Chapter 2, section 3, part B subsection 1; this is the part where we essential have to ask the Planning Departments permission to live simply on our own property. Subsection 3 in this part requires a temporary movable structure to be attached to permanent expensive environmentally constructed infrastructure in order to be lived in for a longer period of time but his question is what happens when it is time to move that camper, tiny home or yurt on a different part of your land. Is he supposed to dig up the septic system and move that also and this part was previously exempt in the 2019 version, Chapter 2, Section 3, part F and G limit and define business accessory use of a home and cottage industries and this says how much of our private space we can use for that activity we engage in order to provide for their families and limit to where they can store the materials needed to conduct that activity and sometimes that activity takes the whole house, sometimes it takes a shed and we understand there needs to be guidelines of what constitutes commercial activity but these definitions are excessive when a simple threshold could do it.

Niko stated that Chapter 7, Section 1, part D regarding application fees and escrows informs that they are to carry the cost of this burdensome process that is being created. He said they are to pay the Planning Department's fees for referral agencies that they could call on their own and they are to pay for a consultant that they need to do their job to figure out if their application satisfies as the needs of the very code that they created and if they do not pay for that consultant then they claim the right to place a lien on their property, perfect that lien and foreclose so he has to ask what gives them the right to steal the property because they cannot do the job on their own. Niko referred to Chapter 7, Section 3, part A there is a mention of if the director requires a referral his determination regarding such additional referrals is not appealable so there is a sense of dictatorship coming in from this director. He said there are many items in this document that carry issues and they would be happy to sit down with the Board and go through them one-by-one if they would like to do that in the future.

Niko agrees that protections and standards are good and agreements are good but this document does not constitute an agreement, an agreement is a conscious consent made between two parties to operate in a harmonious manner. He said the document itself is a burdensome rule book that says the way of so many residents in this rich unique community choose to live with violations to be punished. Niko understands that it is the Board's job is to deal with conflict like Mr. Anderson was just here for and quite frankly he believes they have seen the worst of the worst and the best of the best you probably don't see because they like to mind their own business and come up here, he did not want to come up here but, he had to stand up for all these other folks. Niko said when two neighbors don't get along its not a reason to create a rule that can apply to thousands of other people and unfortunately there are people who act in ways that are ignorant of natural law, common sense and decency human dignity and choose to pour raw sewage down on the ground. He stated that there is a vibrant community of people in Delta County living in a conscious and connected manner who would never do that, he would never dump raw sewage in the ground and he doubts anyone in this room would even consider doing that.

Niko explained that to limit what they can live in and for how long based upon the ignorance of a few is not a favorable way to force upon others so rather than drawing a line on how many campers or simple structures they can live in and for how long, how about we set to draw the line at dumping raw sewage on your ground a majority of the people would agree that is an absolutely unacceptable activity. He said rather than trying to force rules on us all why not help educate those people and maybe we can put effort in eradicating methamphetamine in our area instead of telling us all what we can live in or not.

Niko stated that a few contradictions he sees in the code is the existing rural communities here are comprised of a wide array of incredible people he speaks specifically of people who came here to live a simple rural life close to the earth. They came to mind their own business while developing vibrant communities at the same time, these are people with farming dreams, homesteading dreams, dreams of a sustainable future and dreams of living a life in such a way that we do not continue to perpetuate a mad rush of development that surrounded us in the places that we left, we came here because Delta County offers a unique freedom as unfortunately rarely found in this country.

Niko said the document also speaks of conserving water resources and every time a new dwelling comes up it requires a waste water treatment system which requires people to waste and pollute water which in turns pollutes the soil, ground water and neighbors well and instead of requiring this extensive

infrastructure we could educate people on options to these systems. He stated that we live in an area where frequents drought, water shortages, local municipalities are raising their water rates while decreasing base usage allowance and other states want more of our water so in a time like this it is important to be extra mindful of what we are putting into the water. Niko added that rather than encouraging pollution from every dwelling we could be educating and helping people use things like human inter composting systems we could encouraging innovation in grey water usage and recycling. He said there are many people in this community that are willing to work with you on this front and develop systems that can work for many of us.

Niko explained that in terms of preserving our agricultural economy it is also import to preserve our agricultural future and support the young farmers that come to be part of that future by limiting their growing options on their own property or on others we are also living in the future. He said as it is currently written we cannot accept this code or agree to it as it applies to residential and agricultural lives and when we voted for you and elected you one expectation that we had at a minimum was that you would support the unique liberty that we get to experience here in Delta County so he would like to ask them to defend that liberty by returning those exemptions that he mentioned earlier to this code and eliminating this development from residential and agricultural uses and eliminate new applications and processes and support that liberty that we came here to enjoy. He mentioned that they would like to have the recycling center at the North Fork Transfer station.

James (Jay) McCain, 30491 Highway 92, Hotchkiss:

Jay said part of the reason he moved out here eleven years ago was because you guys didn't have a lot of building codes and he is an entrepreneur, farmer and artist and he has to do a few different things to make a living out here and this code might put some restrictions on what he might be able to do his land or other people might be able to do with their land. He stated that especially since we are moving into what appears to be a depression it seems like restricting our use of what we can do to make money out here might not be appropriate at the time, especially for small farmers and entrepreneurs like himself that have moved out here for the same freedoms that we enjoy now.

Jay explained that he understands that the Board needs to restrict commercial and large operations interfering with the beauty out here but he thinks it is unreasonably restrictive to do that to small farmers and small lots. He has not read through the code and doesn't know much but it does seem like each lot allocated different purposes and it is hard to know what that purpose is and you live there and try to make a living here. Jay read that it is no longer legal to do grey water system in this county because the county has adopted the states rules and he wondered if that was being adopted in this code or was that going to be allowed in the future. Chairman Suppes said that this is the state code that the county did not have precedent over the state on that which is under Colorado Department of Public Health and Environment (CDPHE) who regulates. Jay asked if they could do grey water in the county. Chairman Suppes said it is still being worked on at the state level.

Chris Pullen, 225 Highway 133, Paonia:

Chris explained that he is new to the area from Fort Collins/Loveland area looking at coming over to the western slope to get into the regenerative ag movement. He said as others have stated this is a unique location in the country and we have recently had our constitution attacked, freedom of speech has been taken, there is a massive land grab going on by our government and he is here today to see how awake everyone here is because a billion dollars of our hard-earned tax money to the pharma, big tech and news agencies. Chris said he doesn't care if you watch FOX, CNN or any of the news agencies they have all been corrupted in his opinion.

Chris asked if everyone was aware of the V-Safe data where we have been completely lied to. He said the V-Safe data he would ask that everyone take a look at it and if you are not familiar with it, it was 10 million people signed up for the V-Safe data which was an app on your phone after your post COVID vaccine. Chris explained that 7% of those people went into the hospital within 48 hours and our federal government had to be sued by Ican because the Federal Drug Administration (FDA) wanted 75 years before they release the data. He stated that it took 18 months to get this data and 7% of those 10 million people were hospitalized and this was covered up.

Chris said that World War II took his family down and was born between WWII and Vietnam War. He is here today because there is a transparency that is not being shared and he knows 22 people personally that was injured by this medical treatment, this gene therapy and he thinks it is all on us to do the education to communicate what is really happening to our country. Del Bigtree was in Boulder a few weeks ago he founded the Highwire and the I Candy Informed Consumer Network that is sued the State of California because they wanted a vaccine mandate that a 12-year-old could agree to a medical treatment without a parents consent and they won that. He reported that they went to Washing D.C. and sued the for the same bills that were going to mandate that our children are vaccinated to go to school and in Fort Collins he witnessed music venues that went vaccinated only which is called medical apartheid. Chris explained that the big money in Fort Collins has taken over that town and brought in a mayor from California. He is asking that everyone be awake and aware of what is going on in our country and protect this beautiful land that people are here today try and protect and if we just slow down a little bit, this 5-G movement, we don't know and it hasn't been tested anybody can throw up a 5-G tower on their house without telling their neighbors and we have no idea what the impact of this is going to be. He thanked the Board and asked that everyone slow down and get educated. Chris said there is a huge globalist thing going across the world, you all have heard about which is 7 billion of us and only 1-2 thousand of them and numbers are well in our favor but we have to get involved, please protect this land because it is unique in the world.

COUNTY CLERK AND RECORDER TERI STEPHENSON:

Minutes for the December 6, 2022 BoCC Regular Meeting were approved as presented.

Minutes for the December 7, 2022 BoCC Special Meeting were approved as presented.

Minutes for the December 9, 2022 BoCC Special Meeting were approved as presented.

Liquor License renewal for a liquor store for Desperado Inc. dba Desperado Liquor located at 40486 D Road, Crawford:

Teri explained that she has received all necessary paperwork and fees for this application. She has also contacted the Sheriff and they have had no issues with this liquor license therefore she is recommending approval of the renewal of this license.

Commissioner Koontz made a motion that the Board approve the renewal for the liquor store license for Desperado Inc. dba Desperado Liquor located at 40486 D Road, Crawford. Commissioner Lane seconded the motion.

Motion carried by a vote of 3 to 0.

COMMISSIONER'S BUSINESS:

Board's consideration and signature for the Secure Transportation License and Permits for Delta County Ambulance District:

Chairman Suppes gave a huge shout out for all the work you have done on this which has been thrust upon us by the State Legislature and you have done an amazing job getting us to this point that we are going to be in compliance.

Kris said that he has received assistance from Robbie and John on this to get it through very fast. He said that now other counties are using this as a template. Kris explained since the work session and passing the Secure Transport Regulations they put them out to different agencies in Delta County and Delta County Ambulance District (DCAD) is the only entity that responded with any interest in getting a license before January 1, 2023. He added that they were able turn in an application to him but didn't get the full packet to him until Friday afternoon. Kris said that he went through it and got all the pieces received yesterday afternoon and everything is complete with the exception of the required training and all the first aid classes are not being held until next week which is the soonest, they could get that class. He added that the regulations require a camera that is GPS tag and embedded to be mounted in the vehicle to record the driver and secure transport portion of the vehicle and currently DCAD only has cameras in their vehicle the GPS is a navigation GPS, those cameras are on order and hoping they will be here before the end of the month but the shipment supply chain is like everyone else and he discussed it with Robbie and his recommendation would be to approve the license and permits with the conditions that they have to get the cameras installed and do the training next week. Kris explained that they can utilize the ambulance but their intent is to utilize only two vehicles which is in the packet which are two QRV's are Ford Expeditions, one is a 2015 and the other is 2021. He said he has inspected them and everything is installed properly and ready to go.

Commissioner Lane thanked Kris for all his hard work.

Commissioner Koontz made a motion that the Board approve and authorize the Chairman to sign the Delta County Ambulance District permits for Secured Transport Vehicle conditionally pending the camera GPS installation and training for the staff for Permit No. Delta-STE01B, ST-22.02 and 22.01. Commissioner Lane seconded the motion.

Discussion:

Kris reminded the Board that the license will be good for three years and the permit should be done annually.

Motion carried by a vote of 3 to 0.

Warrant Ratification:

Commissioner Lane made a motion that the Board ratifies and the Chairman sign warrants from General Fund, Road & Bridge Fund, Energy Development Fund, Fairgrounds Fund, Lodging Tax-Tourism Fund, Enterprise Fund, E911 Fund, Economic Development Fund, Contingency Fund, Capital Projects Fund, Capital Improvements Fund, Employee Benefit Trust Fund, Conservation Fund, Self-Insurance Fund, PILT Fund, Safety Improvement Fund, Booking Fees Fund, Inmate Fund, American Rescue Fund and Open Space Trust Fund expenditures paid by warrant numbers 146260 through 146630 and ACH transactions from 409-420 November 1, 2022 through December 13, 2022 totaling \$1,665,556.92 in Accounts Payable and \$1,448,694.62 in monthly County, Human Services and Health Department August 2022 Payroll for items budgeted and approved per Delta County Policy. Commissioner Koontz seconded the motion.

Motion carried by a vote of 3 to 0.

Mill Levy Certification:

Robbie explained that this is for the 2023 certification of levies and revenues by Delta County Commissioners. She said they are for the Delta County School District, Delta County, for the Town's of Cedaredge, Crawford, Delta, Hotchkiss, Orchard City, Paonia, North Fork Water Conservancy District, Ambulance District, the respected cemetery districts, fire districts, hospital, Mosquito Control District, Pool and Recreation District, Soil Conservancy, Bone Mesa Domestic Water, Colorado River Conservancy,

Crawford Water Conservancy, Fruitland Mesa Water Conservancy, Grand Mesa Water Conservancy, Tri-County Water and North Fork Ambulance. Robbie stated that all figures have been balanced with the Delta County Assessor Debbie Griffith, prepared by Finance Director Leone Anderson authorizing the Chairman to sign.

Commissioner Lane made a motion that the Board approve the Certification of Levies and Revenues by the Delta County Commissioners, State of Colorado, Delta County. Commissioner Koontz seconded the motion.

Motion carried by a vote of 3 to 0.

Lindsay Mitchell reviewed the BoCC schedules

BOARD’S RECOGNITION OF COUNTY ASSESSOR DEBBIE GRIFFITH FOR RECIVEVING 2022 ASSESSOR OF THE YEAR:

Chairman Suppes asked Debbie Griffith to come forward. He said that Debbie has been awarded the 2022 Assessor of the Year which is a prestigious honor and we want a chance to say how proud of you we are and thankful we are for you and a chance to recognize you.

Assessor elect Jolene George thanked everyone for being there and read the following:
Jolene has had the pleasure of working with Debbie for 17 years and she has seen first hand her dedication and commitment to her job and the people of Delta County. She doesn’t seek public recognition or attention for her work rather her dedication comes from believing in the work she does and knowing the importance of her work and serving the people of Delta County. She has the drive and the mind for public service, she has served on numerous boards and committees going the extra mile to serve her community. One member of the Colorado Assessor’s Association who is involved in the Assessor of the Year selection process commented that Debbie is a behind the scene assessor, knowledgeable in all aspects of our organization and the interworking’s of the office. That is an accurate description of her approach to her work. She is also a front runner and leader in the assessment profession her colleagues from across the state seek her knowledge and her historic background in assessment, she has worked in the assessor’s office for over 33 years and has worked all positions of the office and an invaluable resource to Delta County and will be truly missed as she nears her retirement.

Debbie has been an integral part of the success to the Delta County Assessor’s office and has over the years been such a great resource and it is so awesome to know that Delta County is being represented by such a knowledgeable and professional individual.

Jolene congratulated Debbie for being so deserving.

Chairman Suppes said to Debbie that everybody in this county knows that if they have a tax question to go to Debbie. He stated that if you try to talk TABOR issues the first thing everyone says is to talk to Debbie so she is the foremost expert in this county we thank you very much.

Commissioner Koontz said one of Debbie’s lasting legacies is the mentoring that she has done within her department and it shows because what highly professional and motivated people she has brought a long and he thanked her.

Commissioner Lane said when he first decided to run for County Commissioner he went and talked to Debbie and she gave him some really good advice about political life and about how to do your job and serve the public and she was a shining example of doing that. He added that she has passed that knowledge down to her office and Jolene and he thanks her very much for the job that she has done and she does not seek the public limelight which is kind of neat.

Debbie thanked everyone for their kind words and she could not have done it without the exceptional staff that she has. She said they make her look good everyday and they are dedicated and wonderful professionals with each one striving to do the best job, their customer service is explementary and make a great representation for Delta County everyday and she would not be where she at today without them.

PLANNING:

PLN22-073 Holt

Consider a Preliminary Plat to subdivide approximately 17 acres into four (4) lots in the A-5 zoning district. The property is located at 25177 Cedar Mesa Road, Cedaredge:

[Prepared report]

PROJECT INFORMATION:

Property Owner: William L & Julie R Holt
Applicant: William L & Julie R Holt
Site Address: 25177 Cedar Mesa Road, Cedaredge
Location: Section 27, Township 13S, range 94W, 6th PM
Parcel ID/Acct: 319327300020/R003148
Parcel size: 36.92 acres
Zoning: A-5

Report prepared by: Kate Kelly, Planner I

RECOMMENDATION:

The Planning Commission (PC) recommends that the Board of County Commissioner (BoCC) adopt a Resolution:

- a) Finding that PLN22-073 Holt is consistent with applicable policies of the 2018 Master Plan and complies with requirements of the 2021 Land Use Code (LUC) for a Preliminary Plat and
- b) Conditionally Approve a PLN22-073 Holt, a Preliminary Plat to subdivide 36.92 acres into four (4) lots in the A-5 zone:
 - Lot 1 (9.445 acres)
 - Lot 2 (5.000 acres)
 - Lot 3 (5.000 acres)
 - Lot 4 (15.691 acres)
 - Right-of-way Dedication; Cedar Mesa Road (0.789 acres)

The Planning Commission recommends approval, subject to conditions. A draft Resolution is attached for the BoCC consideration.

SUMMARY:

Mr. & Mrs. Holt applicant/owners, are seeking a 4-lot subdivision (Preliminary Plat) from an approximately 36.92-acre parcel with frontage on Cedar Mesa Road (Public Road, Publicly Maintained). Currently, the parcel consists of one existing residence (25177 Cedar Mesa Road).

On November 16, 2022, the Planning Commission held a public hearing on the subject application. The PC reviewed all documents submitted by the applicants, items discussed included: Access (safety/location), irrigation (Ag, or lack thereof), the unnamed ditch, ROW Dedication (Cedar Mesa Road/additional ROW). Cedar Mesa Road realignment, the Fire Mitigation (Hydrant). The lots all meet the minimum required for the A5 zone, and staff has worked with the applicant on the layout of lots and access.

The PC voted unanimously (7-0) to recommend approval of PLN22-073 for a 4-Lot subdivision, subject to Staff Conditions, PC finds that the Preliminary Plat is consistent with the Master Plan. PC further finds that the Preliminary Plat is consistent with the LUC Standards in that there are adequate facilities to serve the existing development. PC action included accepting 11 Staff recommended conditions.

Lot 1 has an existing access from Cedar Mesa Road, while Lots 2 & 3 will take access from a shared access easement (private) from the east side of Cedar Mesa Road, just north of Pine Ridge Road and Lot 4 will take access from Cedar Mesa road, directly across from Southview Lane.

There is existing USCDWUA domestic water assigned to Lot 1 (25177 Cedar Mesa Road, existing residence). The applicant has demonstrated the ability to obtain three (3) additional water taps for the proposed lots Cedaredge Fire recommends installing a fire hydrant on the east side of the road where these lots would be located, even though a hydrant exists on the west side of the road. USCDWUA determined the water line has adequate capacity to support this hydrant. No Irrigation Plan was required because all irrigation water remains with Lot 1 (no split shared).

DISCUSSION:

The application (PLN22-073 Holt) is for a 4-lot subdivision (Preliminary Plat) with frontage on the east and north side of Cedar Mesa Road. The subject property is located approximately 1.19 miles east of Cedaredge. Cedar Mesa road is public right-of-way (ROW) maintained as a County Road. Assessor records show the parcel to be 36.92 acres; however, the survey illustrates the parcel as 35.925 acres.

The parcel has been zoned per the Delta County Land Use Code as A-5. The minimum acreage for subdividing this parcel is 5 acres per lot. The application proposes subdividing one parcel into four (4) lots where all four lots would meet the minimum acreage required for zoning designation. The current proposal is as follows:

- Lot 1 (9.445 acres)
- Lot 2 (5.000 acres)
- Lot 3 (5.000 acres)
- Lot 4 (15.691 acres)
- Cedar Mesa Road (0.789 acres); Right-of-way Dedication to Delta County

Subdivision consisting of three or more (3+) lots are subject to a Preliminary Plat presented to the Planning Commission (Public Hearing) for recommendation to the Board of County Commissioners (BoCC). The BoCC is the final decision-making body for a Preliminary Plat. In addition, within 12 months, conditions of approval must be cleared and a Final Plat accepted by the BoCC.

At the Pre-Application Conference on June 1, 2022, a concept plan was presented to Staff for a 4-lot subdivision with all lots being proposed at the 5-acre minimum or more (no variance required). At that meeting, Staff representatives from multiple County departments were present to identify applicable regulations and address potential issues. Staff discussed items, including: domestic water availability for all lots being proposed, access points onto Cedar mesa road (additional access points for Lots 2-4), Cedar Mesa road ROW dedication (Previous dedication with Cedar Mesa Road Realignment), and Septic requirements for all proposed lots. Only July 5, 2022, Staff sent a letter to the applicants summarizing the Pre-Application Conference and the process for this application.

County Engineering has stated that Cedar Mesa road is classified as a Minor Arterial road with a 100-foot ROW (50-feet from centerline). There is an existing 40-foot of ROW per Road Petition Book c, Page 137. The subject parcel is being impacted by the Cedar Mesa road realignment project. As such; ROW Acquisitions are being finalized for dedication (Resolution No. 2021-R-019 to Authorize right-of-Way Acquisition; that was taken during the project phases based on land that was needed for realignment (Legal Description & ROW Exhibit). County Engineering has reviewed the ROW dedication in relation to the classification of the road and has determined that an additional 20-feet of ROW will be required to satisfy the Minor Arterial Road ROW requirement.

ROW Manager, Matt Sheader, informed Staff that the finalization of the ROW acquisitions was being delayed due to the Title Company as they had yet to complete their process. County Engineering confirmed that these owners would be receiving a second access point for their property as part of the exchange in the ROW acquisition agreement. As such, requirements for a subdivision road will not be enforced unless/until the lots are subdivided further.

Aerial photos illustrate that there is an Unnamed Ditch that runs in a north-southerly direction from the property north of the subject property, all the way south till it intersects with the Alfalfa Ditch (north-south ditch just east of Orchard City). The Plat does not currently show this ditch so, rather than requiring a revise Plat at this point, staff included a condition that it will be required to be shown on the Final Plat.

A subdivision requires proof of an adequate water supply for each new lot that is not already served by a domestic water source (e.g., tap, domestic well). Existing development includes one(1) water tap. The Plat will be required to include tap numbers for lots 2-4.

The LUC requires minimum setbacks (all structures, including septic) of 25-feet from the edge of ROW for all roads (public and private) and 15-feet from all interior property lines. IN addition, a setback of 25-feet is required from the edge of the ditch, and 50-feet from the top of bank of a river, stream or creek.

Planning commission (PC) Hearing

The application was presented to the PC at a duly noticed public hearing on November 16, 2022. The PC discussed the following topics:

- Access (Safety/location). The PC members discussed the access points along Cedar Mesa (numerous in the area, multiple subdivision). There was concern for access in this area related to safety. The PC asked if the County had a plan to address the issues on this road. Staff confirmed that this area is part of the Cedar Mesa road realignment and that these access points met County Standards for access and that no safety issues were of concern from County Engineering. The PC also asked about the shared access between lots 2 & 3 as having an access on a curve seems to be dangerous. Staff confirmed that the sight distance of these access locations were acceptable, based on the angel of the curb(90 degree vs. sweeping)
- Irrigation (Ag, or lack thereof). The PC asked about farming on the property, as the aerial photo showed that this area did not appear to be an irrigated parcel with existing Ag. The applicants confirmed that they have ditch rights, but there will be no acres of irrigation.
- Unnamed Ditch. The PC asked about setbacks, as Environmental Health stated that development would need to meet the 25-foot setback from the ditch. Staff confirmed that Environmental Health stated they did not have a concern as there was plenty of room for development. Staff also confirmed.
- ROW Dedication (Cedar Mesa Road/additional ROW). The PC asked why there was additional ROW being required; why didn't the Cedar Mesa Road realignment project take what was supposed to be there based on the Road Classification? Staff stated that they probably took what was initially necessary for the road project. Staff then explained that the classification then gets looked at by County engineering as part of the subdivision process.
- Cedar Mesa road realignment. The PC asked what was already purchased by Delta County during the road project and what was being dedicated with this subdivision. Staff explained the ROW again as illustrated on the Plat.
- Fire Mitigation (Hydrant). The PC asked if the proposed fire hydrant being installed would be sufficient to reach the entire development in case of a fire. Staff confirmed that the radius of a hydrant is 1,000-feet. This hydrant is sufficient for the proposed development, as requested by Cedaredge Fire.

The PC followed up discussion with inquiry into maintenance of the vegetation along the curve. Staff explained that once the dedication is accepted by the County, the County is responsible for anything in the ROW (weeds, ditch, access, etc.)

After deliberation, a motion was made to approve PLN22-073 with Staff recommendations, including the installation of a fire hydrant.

The PC voted unanimously (7-0) to recommend approval of PLN22-073 with Staff recommendations, including the installation of a fire hydrant.

OTHER AGENCY INVOLVEMENT

A Development Application was submitted on May 12, 2022, and a Pre-application conference was held with the owners on June 1, 2022. At that meeting, representatives from multiple county departments were present to identify applicable regulations and address potential issues. The purpose of a Pre-application conference (meeting) is to inform the applicant of pertinent regulations and identify any potential issues.

A subdivision is referred to adjacent property owners and agencies for a 21-day comment period. Planning Staff sent the Preliminary Plat along with a summary to the Review Agencies for comment on August 41, 2022. Adjoining Property Owners (within a 200-foot radius from Parcel #319327300020) were also sent a Public Notice on November 2, 2022, for this application, including the applicant.

Comments have been received by DMEA, County GIS, CDOT, County Engineering, Upper Surface Creek Domestic Water Users Association(USCDWUA), Town of Cedaredge, and Cedaredge Fire. At the time of preparing this report, Planning has not received any additional feedback from any other review agencies or adjoining property owners.

DMEA: DMEA has no comment on this plat.

County GIS: I think they need a subdivision road rather than 3-4 different access points to Cedar Mesa Road.

CDOT: CDOT has no comment on the subdivision.

County Engineering: 6/1/22 Pre-application

1. Cedar Mesa Road is classified as a Minor Arterial Road with a 100-foot right-of-way requirement.
 - a. Existing 40-foot ROW per Road Petition Book C Page 137.
 - b. Per a phone conversation with Matt Sheader on June 1, 2022, the current right-of-way acquisition is being held up by the Title Company.
 - i. A second access was part of the ROW acquisition agreement and is to be set by a site visit by Delta County Road & Bridge Foreman.
 - c. 50-foot of ROW east of the Cedar mesa road centerline is required.
 - i. 30-feet of ROW is pending (Title Company)
 - ii. 20-feet of additional ROW is required.
2. Access/Driveways from Cedar Mesa Road shall be limited.
 - a. Access for lots 1 and 2 shall be shared driveway and shall be placed across from Pine Ridge Road.
 - b. Shared Driveway shall meet item 20 of Appendix 5, Delta county Roadway Design and Construction Standards.
 - c. Shared Driveways shall meet Chapter 4, Section 2.C.3 of the Delta County Land Use Code.
 - d. All driveways, including Shared driveways, shall meet Items 13, 14, and 16 of Appendix 5, Delta County Roadway Design and Construction Standards.

9/12/22 (Review of Plat)

1. Label the Point of Beginning for all parcels/lots/ROW
2. Label the adjacent property owners & parcel numbers
3. Show the unnamed ditch on the final plat.
4. Check the Summary Table.
5. Check bearings and distances.
6. Add the following plat note (12): "Any further subdivision of any lot within the Holt 4-lot subdivision will require all access to be combined into on single internal road (one access point from Cedar Mesa Road)".

USCDWUA: USCDWUA has no objection to the property being divided. USCDWUA can provide three taps to the property as long as the requirements for obtaining a new tap are met.

Town of Cedaredge: The Town of Cedaredge has no comments on this.

Cedaredge Fire: 9/13/22 Cedaredge fire would like a fire hydrant installed at the proposed entrance to the subdivision.

9/14/22 (Staff sent email to confirm location of hydrant): We would like it at the shared access off of Cedar Mesa Road, where it is running north and south.

11/4/22 (Staff sent email to confirm existing hydrant location and sufficiency to serve the subdivision): The existing hydrant is on the opposite side of the road from this property. I would like to see a hydrant on the same side. I will measure the distance from the existing plug to the proposed driveway. That distance may put it too far from future houses in the new subdivision.

*Staff has not received confirmation from Cedaredge Fire in regards to this.

[End of report]

Carl explained that the Holt's are out of town and will not be represented this morning.

Chairman Suppes explained that he is concerned about setting precedent that they are setting on the ditch. He said that it is a natural drainage and used for irrigation tail water or is it just a natural drainage. Kate believes it is a natural drainage she is not aware of any irrigation that goes through there. Chairman Suppes stated that it gets him concerned that we are going to start placing water law on something that is a natural drainage and not used for irrigation, all other conditions made sense to him but this one he is concerned about trying to dig too deep. Commissioner Koontz asked if was on the setback. Carl said that they are not requiring an easement but to reflect the ditch because if you look at the GIS map it does show it on the map as a blue line and refers to it as an unnamed ditch so they were asking that it be reflected on the plat not that there be easement or anything other than that.

Commissioner Koontz asked if someone wanted to put in a culver and driveway across it there would be no restrictions. Carl clarified there would be no restriction.

Commissioner Lane asked why they are calling it a ditch. Carl stated they are reflecting what they are seeing on the topography maps. Commissioner Lane asked if they used a different word instead of ditch like drainage or something because someone down the road will identify it as a ditch. GIS Coordinator Carrie Derco explained that this is from data sets which is what it came from they did not draw it out themselves it came with the merge from the state data for streams and ditches. Commissioner Koontz asked if it was a USGS designation ditch. Carrie said that she would have to look at the Meta data she is not sure but it is definitely drawn from topography maps she will look into it further.

Chairman Suppes said that he is looking at the Pictometry and there is a depression but he would curious to see what kind of event it would take to see water flowing down it given the topography and he gets concerned that we are creating something that is not needed and if there is one thing people like to fight over is water and if you put a named ditch on anything then it can get stupid. He said if the applicants are not here to discuss and agreed to the conditions, he is just worried about a precedent being set and create problems for themselves that they have not thought of.

Commissioner Lane asked Carrie if she has seen unnamed ditches on other. Carrie stated that there are quite a few. Chairman Suppes said that when you look at a lot of them you can actually see where there is water currently or has been in there but this is one of those that it is just a depression. Carl said as a practice if they see it showing up on a map as an unnamed ditch, they have been showing on the plat historically so that is why they were doing that. Chairman Suppes said a lot of them he doesn't have a problem with because you have water visibly flowing through or it has but this is one of those cases that he would doubt. Carl said they have not gone beyond on a mapping assessing how much water goes through it.

Commissioner Koontz asked about the shared driveway for 2-3 lots and is that going to be the length of the property line that said 60 feet on the plat. Carl said just the access point and then it would go to each individual lot, it is only a single point of access on the Cedar Mesa Road. Commissioner Koontz asked if that was where the fire hydrant would be. Carl stated that it would be in the same easement.

Commissioner Koontz asked if they need an access use maintenance agreement. Kate said there would be a shared access agreement between the lots. Commissioner Koontz explained that he did not want to land lock somebody.

Chairman Suppes said that he wished the applicant was here to address his concern but if they agreed to it, he will let it go. Carl said that more about the access, at the pre-application meeting they had a conversation about the existing access to Lot 1 and coming up and having a cul-de-sac to serve all the lots and in working with County Engineer and Road and Bridge they came up with this as an alternative, this is what the applicant preferred and County Engineer and Road and Bridge agreed to that. Chairman Suppes stated that given this is preliminary plat lets do a dig into the unnamed ditch for the final plat because what he has seen up there it is a depression it is not really a ditch so maybe lets have that conversation one more time before final plat.

Commissioner Lane made a motion that the Board conditionally approve Resolution No. 2022-R-038 approving a preliminary plat PLN22-073 Holts Subdivision to subdivide 36.92 acres into four lots in the A-5 zoning district located north and east of Cedar Mesa Road, Cedaredge. Commissioner Koontz seconded the motion.

Motion carried by a vote of 3 to 0.

Consider and award 2022-RFP-24 for Permit Database Software (Land Use-Planning):

Carl said that he and Carrie are here today to present this item. He explained that they put out an Request for Proposal (RFP) for a Permit Database Software and they received nine bids, the bids were open and ranged from \$25,000.00 to \$425,000.00 so they dug in a little bit more and looked at each one and did it meet what they were asking for, did they meet the requirement to have a presentation to them prior to the bid, there were some that did not have that presentation prior to the bid so they were excluded and Carrie can speak to the technical pieces they required and there were only two that met both of those criteria. Carl said they had a follow up presentation with all the land use staff as well as IT staff and had a chance to interact and look at both of them a little bit more in depth and at the end they decided that the way the program worked the staff was most comfortable with the City Works which they proposed as a lump sum cost of \$107,000.00 and starting year two there is an annual of \$28,000.00 and then \$36,000.00.

Carl explained that the other company with Elements it was a lump sum base of \$87,000.00 however, there would be an additional \$5,500.00 per year for them to host the data which is what IT prefers but was not included in their bid so the annual cost instead of \$15,000.00 would be \$20,500.00, \$23,500.00 and then \$25,500.00 as was presented in a spread sheet. He said they are asking for the Board's support to move forward with this for entering into an agreement with City Works.

Carrie said she spend a good amount of time this year looking at several of these different software providers and applications and she feels confident about the two finalists that they had and really confident about City Works and is an excellent choice. She added that after the demonstration everyone seemed excited about it so it will help with communication between the departments with the applications, the citizens login and see where the application is in the process, and contractors. Carrie explained that they are not replacing anything because we are starting from hard copies, digital forms to a database that will bringing together Planning, Engineering, GIS and the Health Department along with citizens and

contractors. She thinks that this the bump we need to get everyone together and decrease application process time.

Carl stated that they wanted to make sure that they had the ability to incorporate Pub Works into this in the future but there would be the availability to bring that in and environmental health for their permitting, this will lay the foundation for that. Carrie said the idea is that you could have all those departments mentioned on the same platform.

Commissioner Koontz asked if it was a site license or per seat license where anyone in Delta County can use it. Carrie thought there was not a limit on users. Commissioner Koontz clarified that anyone with a login account could get in there and make changes. Carrie said there will be limits on what each user could do depending on the department they are in and their position. Carl added that there can be administrative restrictions for confidential documents but City Works did not specify any limitation on licenses that was included in the price and annual fee. He said Elements based it on the number of people that they said would be using it but if there were additional licenses there would be potential cost.

Carrie said that City Works is also presented to them by an engineering company Wolpert and the nice thing is that by them presenting it they have experience and have that to tap into for the technical support. Carl said that they are professional engineers, architects and planners are part of Wolpert. Carrie stated that she would consider them to be the excellent choice and Elements as a good choice.

Chairman Suppes said that he gets concerned with long term cost, \$36,000.00 per year is a big chunk for an annual long-term cost and we all know how technology works, it should get cheaper but it never does so year six through ten, who knows what they will price that at. He stated that he knows it is something they need because we need to find a way to streamline this process and help the applicants get in there and see what is going on but he gets concerned with the dollar amount.

Commissioner Koontz asked how they felt about the data security if they are going to be hosting everything. Carl said that is a specific question that they asked with IT. Carrie stated that she feels good about because IT wants to have them host it rather hosting here.

Commissioner Koontz asked Carl what he thought we would save annually if implemented time wise for his staff. Carl stated that the process would be much more streamlined and it would have timelines and reminders if you are not meeting that timeline. He said that right now it goes and if they remember they send a reminder this will automatically send a reminder so it will save a lot of time and energy with having to follow up and track. Carrie said it produces the permits out of the system after it has been set up with the information. She stated that right now they spend a lot of time typing those details into letters, certificates and permits and this will be produced as approved. Carl stated that one of the things they liked about the way this platform was presented that it showed the workflow so the applicant can go in and see what step they are on and what they have left to do. He believes that will be very helpful from the public side.

Commissioner Koontz asked who some of their other clients were. Carrie thought that they had Loveland and a lot of other clients and she did not check them all but are one of the largest permit software companies that support GIS like they do and are strong on asset management also. Carl added that they can run report such as timelines that shows if people are making their timelines. He said when he was in Monterey County, they had a program similar to this and it was very effective in meeting timelines where some departments were not meeting timelines when they were seeing it, they improved their timelines by about 20%.

Commissioner Koontz asked Robbie if she liked it. Robbie responded that she did and reminded the Board that this began about a year ago when Angie went to Mesa County to see their software which is what kicked this off. She added that the more they looked at all the possibilities it is not only the reminder but the public interface and what we have was good at the time but it is difficult for the public to see where their application or to have the consistency with the reminders. Robbie thanked everyone who reviewed all of the companies and moves us in the right direction and begins to address what is going to be done with Pub Works which has not always been the friendliest.

Chairman Suppes clarified that there is the possibility to roll what we currently do with Pub Works onto this platform and then remove Pub Works. Robbie said that they would not make that decision yet. Carl stated that there is an option to do that but the decision has not been made. Chairman Suppes said that understanding that better makes it more appealing because Pub Works has been a challenge. Carl explained that even though Pub Works was not part of it at this point when they had the meeting, they included Chuck who was able to make sure that if they went that way it would work. Carrie said that it does support the code enforcement. Chairman Suppes said that there is no doubt that we need something because the biggest complaint the Commissioners hear is about timeframes for applications and part of it is not having a reminder system. Commissioner Koontz added that the opacity that is going on will be addressed. Carrie said that it definitely does that because it records everything and will automatically send emails to the applicant or to the next department. Carl said that if they are inclined, they can do everything online, submit their application, plans and fees or still come in. Carrie added that the contractor can continue use this software and look at any plats or plans that have been submitted for any of the applications done in the past or current.

John asked if it will notice the neighbors or just a portal can go in and see the application and where it is at in the process. Carrie said she believed they showed an interactive map that had balloons that you

could select and see what was happening. Carl said he didn't know but would identify the parcels that would receive notice and help generate that list. John asked if other interested parties that were not noticed could see the documents. Carl said yes as well as any past documents that were associated with that parcel. Commissioner Koontz asked if this would include easements and septic. Carl stated that it would be anything they would add to the database.

Commissioner Koontz said that he believes they did everything that the Board asked them to do. Chairman Suppes stated that it is what we need but is concerned about the price tag. Carl added that this will help with storage. Commissioner Koontz asked what did they budget for this. Robbie stated that this is at the end of the 2022 year and have not utilized the capital that was set aside for the Natural Resource Plan so this that replacement. Carrie said this application has mobile device options so this can be set up on a tablet or iPhone and can be used out in the field which will save time. Carrie explained that the cost includes the license, implementation, conversion of data, training, set up and server hosting all of the data for the \$107,000.00 for City Works.

Chairman Suppes agrees with Commissioner Koontz that this does what we need but is more expensive than they expected and will need to do a budget supplement to show the line item for the future. Commissioner Koontz said he thought there was something for Planning software. Chairman Suppes stated that he wanted to make sure it was listed so there is record of it.

Commissioner Lane made a motion that the Board award the 2022-RFP-24 for permit/database software to City Works, the initial cost is \$107,000.00. Commissioner Koontz seconded the motion.

Motion carried by a vote of 3 to 0.

HUMAN SERVICES – ANNE GALLEGOS:

Lori Cressler and Michelle Winey were present.

Payment Approval Report – October 1 through October 31, 2022:

The payment approval report was reviewed and signed by the BoCC.

Board's consideration and signature on the Child Welfare On Call Expectations:

Anne explained that this was something they really wanted to work on this year. She said a few directors have gotten together to look at the same time there were counties around us with very different numbers for what they were reimbursing case workers for with regards to being on call. Anne said that they gathered some policies that were already out there and with the county attorney's office, human resources and staff came up with something that is more aligned with our size county and within budget.

Anne said previously what would happen is a case worker would be on call for a week total and would be a one-time \$100.00 they would receive for that week, for that pay period. She stated that they have adjusted that to \$37.00 per week day and \$58.00 for the weekend which would be a Saturday/Sunday. Anne added that this clearly reflects better what they are actually doing they are taking on child welfare but also on call for adult protection as well.

Commissioner Koontz said that in the policy that there is a second case worker and the on-call case worker can transfer to the second case worker or supervisor. Anne explained that they have the on-call case worker on the calendar there is an on-call supervisor that is set for that week as well. She said some calls that come in and the case worker may know the case and could handle that without the help from a supervisor but not everything so if it needs supervisor approval, any removal that happens has to have supervisor approval or if there was any egregious incident a supervisor would need to be notified as well as the administrator and director. Anne explained that a supervisor could go out with them if needed depending on how comfortable the case worker is with the case and what level of response is required.

Commissioner Lane said the policy states that all after hour calls are received by the HCC hotline and then routed to the on-call case worker. Anne explained that the HCC hotline is the Hotline Connection Call Center so it is based out of Prowers County and about 50 counties use it. She said they take all the initial calls and pass them down to the counties in a short time frame giving a little information about what the call is and the case worker will go into the call and see what the call is. Commissioner Lane asked if it was a 1-800 number. Anne said yes, it is 1-844-CO4-kids which is statewide and was developed in 2012 after 9 News after a series "Fail to Death" and that was a series exploring several fatalities that happened on the front range all at one time and they put together a work group that found was families could move across the street on the front range and be in a different county so sometimes families can be transient and each county had their own way of taking referrals. When they created the hotline, they made it so that it was a uniformed system that records and tracks the calls.

Commissioner Koontz made a motion that the Board approve and authorize the Chairman to sign the Delta County Human Services Policy regarding Child Welfare On Call Expectations with an effective date of January 1, 2023. Commissioner Lane seconded the motion.

Motion carried by a vote of 3 to 0.

Board's consideration and signature on the Memorandum of Understanding between the State of Colorado Department of Early Childhood and the Board of County Commissioners regarding the administration of the Colorado Child Care Assistance Program:

Anne explained that a few months ago the state had sent one out for Temporary Assistance for Needy Families (TANF) and Early Childhood at the same time and they were approved and within a short time after approved there was a group that reviewed it does not encompass everything and they wanted to make sure that we are holding them a little more accountable. She said that Weld and Larimer Counties did a wonderful job to make sure that this one met the needs for providers, counties and Department of Early Childhood by doing held out the counties that submitted prior and voided them for this new one. She clarified that the TANF one is still in place and they are still working on that one but for now this is the one they will be working with. Commissioner Lane clarified that this one is for two years. Anne said that it is from 2023 to 2025 but there is talk that there could be another one that comes out next year because the department is still being created and developed.

Commissioner Lane made a motion that the Board approve the Colorado Department of Early Childhood the Memorandum of Understanding for a two-year timeframe and authorize the Chairman to sign. Commissioner Koontz seconded the motion.

Motion carried by a vote of 3 to 0.

SB22-196 Bill with the Jail and Human Services:

Anne updated the Board stating that they reached out to Health Care Policy and Finance (HCPF) and the State to clarify what exactly the expectations are for the jail and the county. She said the way that it reads is that a county jail shall provide Medicaid enrollment or re-enrollment paperwork to a person who is incarcerated in the jail is eligible for Medicaid benefits when the person enters the county jail and the jail must file the paperwork with the county upon releasing the person from the jail's custody. Anne explained that they have been trying to figure out they have been working with Jackie Felix from Integrated who is providing the Jail Based Behavioral Services (JBBS) service and they are thinking that she can check to see if they are in the system if so then she can update it if they need a recertification but if they are not then it's getting the application. She stated that the problem they are having is what is the definition of incarceration. Anne said if they are only in jail for a short time, minutes or hours a day what is that availability if she is the only person doing this. She has sent all of her questions to HCPF but has not received any answers yet. Anne wanted to let the Board know that they are in the process of learning how to navigate this. She added that currently if someone is incarcerated, there is no timeframe in rule but, they usually wait 30 days before they flip the switch on an incarcerated applicant because it changes their Medicaid to emergency services from regular benefits but also ends their food.

Training Expectations:

Anne explained that they are in the process of overhauling for how they are training for each program. She said each program is guided by State training and essentially the on-the-job training and county responsibilities pick up and what they are finding is when they have gone through these changes with COVID and gone to ZOOM training and all the academies are no longer in person they are missing pieces in the burden is falling back on the county to pick up those missing pieces that they would get from having those conversation and networking with other counties and the State.

Anne stated that they are drawing out procedures on what does training look like in each program area and how we are meeting the needs of the coverage when the State can't provide it. This is something that they are working on internally to have a process/procedure. Anne explained that the State requires a certain way that training can go and which training needs to come first. She said they are looking at things they could be doing in the background to help some of these processes so when they approach the second part it goes faster.

Parent Child Interaction Therapy (PCIT) Grant:

Anne explained that this is an intensive therapy that hasn't been provided in the community for a very long time at least the last five years. She said that it brings the parent and child together and puts them in a setting in which they develop attachment if they need improvement on that but they also work on behavioral health and it ranges for young kids as long as they are verbal up to a teenage depending on the teenagers depending on their ability to want to process.

Anne stated that they did receive a grant to train four therapists. It is a year long certification process but they will be training and certifying four therapist that will be able to provide services to the community. She said they have needed this for a while for the behavioral crisis that is going on.

Quality Improvement Strategies:

Anne explained that the Quality Improvement Strategies does an audit for the Adult Protection program and there are 34 items that they audit and almost every single one was either at 95% to 100% and only one that received 67% which was providers in the community which cannot be controlled. She wanted to congratulate Michelle's unit for working so hard. The Board gave Michelle and her staff kudos.

INFORMATION:

Jail Reports:

Chairman Suppes reported that the inmate count was 45 male, 7 female and 0 Transgender inmate and 5 male DOC and 1 female DOC for a grand total of 58. The Average Daily Inmate Population for the week of December 12, 2022 to December 19, 2022 was 64.00.

Chairman Suppes reported that the inmate count was 42 male, 10 female and 0 Transgender inmates and 5 male DOC and 1 female DOC for a grand total of 58. The Average Daily Inmate Population for the week of December 5, 2022 to December 12, 2022 was 63.00.

Road and Bridge Reports

COUNTY ATTORNEY – JOHN BAIER:

Board's consideration of resolution authorizing purchase, the Chair to sign contract and for the County Attorney to sign closing documents for real property owned by Hickam and Castle located in Hotchkiss, CO:

John said that this consideration of a resolution authorizing purchase for the chairman's signature and for the county attorney to sign the closing documents for real property owned by Hickam and Castle located in Hotchkiss, Colorado. He reminded the Board that there has been a number of different real estate transactions close to the county fairgrounds. John explained that this one is a parcel that is owned by Hickam and Castle that mostly lays south of the river which is south of the fairgrounds so this is another situation where the county is purchasing the portion that lays north of the river through a boundary line adjustment. John explained that in the packet the Board does have the contract to buy and sell real estate which has been signed by both owners as well as a counterproposal which is extending dates and deadlines. Commissioner Koontz added that it is approximately 5.3 acres and the price was based on the appraisal done in June 2022. John said there is the boundary line adjustment plat in the packet for the Board's review.

Commissioner Koontz made a motion that the Board approve and authorize the Chairman to sign Resolution No. 2022-R-039 a Resolution Authorizing the Purchase, the Chairman to sign the contract and the County Attorney to sign closing documents for real property owned by Hickman/Castle located in Hotchkiss, Colorado. Commissioner Lane seconded the motion.

Motion carried by a vote of 3 to 0.

Resolution Authorizing penalty assessment procedure for various violations as provided in C.R.S. §16-2-201 including a graduated fine schedule:

John said there was a slight change to the original resolution reflecting the violations of the zoning resolution under the land use code and he did this prior to information that the land use code was referred back to the Planning Commission. He stated that his recommendation today is to remove that part of it and go forward with a resolution authorizing a penalty assessment procedure for the Ordinance 2022-1 which is the Junk/Rubbish code preventing the accumulation of junk/rubbish. When the land use code, zoning resolution is updated then it will come through and be cleaned up either internally or repealing this and amending onto this. He clarified that this is a removal of the zoning portions that is in the packet and he provided the resolution that he is recommending to the Board.

Commissioner Lane made a motion that the Board adopt a Resolution Board of County Commissioners County of Delta State of Colorado Resolution No. 2022-R-040 a Resolution Authorizing Penalty Assessment Procedure for Ordinance 2022-01 Prohibiting the Accumulation of Rubbish/Junk within Delta County as provided in C.R.S. §16-2-201 including a graduated fine schedule. Commissioner Koontz seconded the motion.

Motion carried by a vote of 3 to 0.

Board's consideration of Fixed Base Operator's Agreement and Lease with Smiling Aviation, Inc. – Blake Field:

John explained that this is for the Fixed Base Operator's (FBO) Lease with Smiling Aviation Inc. He stated that this was in regard to the FBO contract for Blake Field Airport. John reminded the Board that there has been a process going on for six months of updating and advertising for the FBO agreement, licensure at Blake Field and there was a Request for Proposal (RFP) put out last summer and the only submission was from the existing FBO which is Smiling Aviation Inc. He added that over the course of the fall there have been several meeting negotiating and clarifying with Smiling Aviation and there is now an agreement. John stated that there is a signed agreement in the Board's packet and his recommendation is the Board adopt this and for the Chairman to sign the FBO agreement.

Commissioner Lane made a motion that the Board approve the Fixed Base Operator's Agreement and Lease with Smiling Aviation Inc. at Blake Field and authorize the Chairman to sign. Commissioner Koontz seconded the motion.

Motion carried by a vote of 3 to 0.

ADJOURNMENT:

As there was no further business to come before the Meeting of the Board of Delta County Commissioners for Tuesday, December 20, 2022 Chairman Suppes adjourned the meeting at 11:42 A.M.

Approved this 3rd day of January 2023.

Don Suppes, Chairman
Board of County Commissioners

ATTEST:

Teri A. Stephenson
Clerk to the Board

**Re-organization of Board of County Commissioner Appointments:
DELTA COUNTY REORGANIZATION 2023**

DESCRIPTION		APPOINTMENTS 2023	APPOINTMENTS 2022
Statutory			
1.	Board of Delta County Commissioners Chairman 1 st & 3 rd Tuesday of each month- 8:30 a.m.		Don Suppes
2.	Board of Delta County Commissioners Vice-Chairman 1 st & 3 rd Tuesday of each month - 8:30 a.m.		Wendell Koontz
3.	ADA Coordinator		Michelle Baier
4.	County Attorney		John Baier
5.	County Budget Officer		Delta County Board of Commissioners
6.	Commissioner to Convey		Don Suppes
7.	Courthouse Complex Commissioner		Don Suppes (Delta) & Wendell Koontz (North Fork)
8.	Courthouse Security Committee		Delta County Board of County Commissioners
9.	Emergency Preparedness Director		Kris Stewart
10.	Emergency Preparedness Commissioner LEPC - Quarterly		Wendell Koontz
11.	FEMA / Disaster Funds - Annual		Wendell Koontz
12.	Board of Health Chairman - 3 rd Tuesday of each month - 3:30 p.m.		Don Suppes
13.	Board of Health Vice-Chairman		Wendell Koontz
14.	Board of Human Services Chairman		Don Suppes
15.	Board of Human Services Vice-Chairman		Wendell Koontz
16.	Regional Emergency Medical & Trauma Services Advisory Council (RETAC) Representative		Kirby Clock
17.	Regional Emergency Medical & Trauma Services Advisory Council (RETAC) Alternate		Kayleigh Wright
18.	Airport Advisory Board		
19.	Community Corrections - Quarterly		Sheriff Mark Taylor
DESCRIPTION		APPOINTMENTS 2021	APPOINTMENTS 2022

Community Development (continued)			2022
20.	Emergency Medical Services Representative		Wendell Koontz
21.	Fair Board Representative - <i>Attend meetings in corresponding district</i> 1 st Tuesday of each month - 7:30 p.m.		Delta County Board of Commissioners
22.	Delta County Housing Task Force		Mike Lane
23.	7 th Judicial District Representative - <i>Semi-annual</i>		Delta County Board of Commissioners
24.	County Juvenile Diversion Board - <i>Quarterly</i>		Mike Lane and Brad Lewis
25.	7 th Judicial District Juvenile Planning Board <i>Friday - 11:00 a.m.</i>		Anne Gallegos and Brad Lewis
26.	Library Board Representative - <i>Attend meetings in corresponding district</i> 2 nd Wednesday of each month - 2:30 p.m.		Delta Board of County Commissioners
27.	Prevention & Recovery for Delta County - PR4 Delta County-Drug Free Delta County – 2 nd Wednesday of each month - 12:00 p.m.		Mike Lane and Don Suppes
28.	Midwestern Mental Health		
29.	Associated Governments of Northwest Colorado		Delta Board County Commissioners
30.	Delta County Transit Advisory Committee		Mike Lane
31.	Community Service Block Grant Board		Don Suppes
32.	Veterans Officer		Linda Reeves
33.	Club 20		Delta Board of County Commissioners & Robbie LeValley
34.	One Delta County 2 nd Thursday of each month - 11:30 a.m.		Wendell Koontz
35.	Grand Mesa Scenic Byway		Don Suppes and Darnell Place-Wise

	DESCRIPTION	APPOINTMENTS 2023	APPOINTMENTS 2022
Economic Development			
	DESCRIPTION	APPOINTMENTS 2023	APPOINTMENTS 2022
36.	Region 10 LEAP, Inc. Representative 4 th Thursday of each month- 12:00p.m.		Don Suppes
37.	Region 10 LEAP, Inc. Alternate 4th Thursday of each month - 12:00p.m.		Mike Lane and Wendell Koontz
38.	Region 10 LEAP, Inc. - Gunnison Valley Transportation Representative		Don Suppes
39.	Region 10 LEAP, Inc. - Gunnison Valley Transportation Alternate		Mike Land and Wendell Koontz
40.	3 River Regional Transit Coordinating Council		
41.	Delta County Tourism Cabinet		Don Suppes and Robbie LeValley
42.	West Elk Scenic Byway		Wendell Koontz
43.	Colorado Rural Workforce Consortium (CRWCD)		Don Suppes
44.	Colorado River Water Conservation Board		Mark Roeber
45.	Gunnison Basin Roundtable - 1 st Monday of each month - 4:00 p.m.		Wendell Koontz
46.	Coal Mine Methane Working Group		Delta Board of County Commissioners
47.	USFS Grand Mesa, Uncompahgre, Gunnison Forest Plan Revision Cooperating Agency		Delta Board of County Commissioners
48.	11-County Gunnison Sage Grouse Steering Committee		Wendell Koontz and Robbie LeValley

	DESCRIPTION	APPOINTMENTS 2023	APPOINTMENTS 2022
State			
49.	Colorado Counties, Inc. (CCI) Time Tourism 9:00 a.m. General Government Steering Committee 10:30 a.m. Taxation & Finance Steering Committee 12:30 p.m. Transportation & Telecommunications Steering Committee 2:00 p.m.		Delta Board of County Commissioners
50.	Colorado Counties, Inc. (CCI) Time Public Lands Steering Committee 9:00 a.m. Agriculture, Wildlife & Rural Affairs Steering Committee 10:30 a.m. Land Use & Natural Resources Steering Committee 12:30 p.m. Health & Human Services Committee 2:00 p.m.		Delta Board of County Commissioners Anne Gallegos
51.	CCI – Legislative Committee		Don Suppes

**RESOLUTION
OF THE
BOARD OF COUNTY COMMISSIONERS
OF THE
COUNTY OF DELTA, STATE OF COLORADO
2023-R-_____**

**RESOLUTION AUTHORIZING DELTA COUNTY TREASURER TO
DEPOSIT AND INVEST PUBLIC FUNDS**

WHEREAS, Section 30-10-708(1), C.R.S. provides that the County Treasurer shall deposit all the funds and moneys of whatever kind that come into his possession by virtue of his office, in his name as such Treasurer, in one or more state banks, national banks, trusts or other investments allowed by law, or, in compliance with the provision of Article 47 of Title 11, C.R.S., savings and loan associations; and

WHEREAS, the Board by written resolution similarly adopted, may authorize the County Treasurer to invest, withdraw or sell all or any part of such funds and moneys in accordance with the written Investment Policy of Delta County adopted by this Board; and

WHEREAS, Section 24-75-601, 24-75-701 and 24-75-702, C.R.S. provides for investment of public funds in securities herein; and

WHEREAS, the Treasurer has secured written statements on behalf of each depository bank regarding designation and certification as eligible public depository under the provisions of Section 11-47-105, by pledge of eligible collateral for deposits of public funds of deposits not insured by the Federal Deposit Insurance Corporation in the manner required by the Public Deposit Protection Act of 1975.

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

1. That the Board authorizes the County Treasurer to invest and sell or withdraw all or any part of such funds and moneys in bonds of the United States, or in farm loan bonds issued in pursuant to the "Farm Credit Act of 1971", 12 U.S.C.A., Section 2001, or in the bonds of any other corporation which is or may be created by the United States as a governmental agency or instrumentality, or in county bonds or in county warrants.
2. That the Board authorizes the County Treasurer to invest, reinvest and sell all or any part of such funds and moneys pursuant to Sections 24-75-601, 24-75-701, and 24-75-702, C.R.S. The primary objectives of such investments shall be the safety of the invested funds and the liquidity of the invested funds for the timely payment of County obligations. The secondary objective shall be the achievement of a market average yield on the invested funds. All investments of County funds shall be in compliance with the Treasurer's Investment Policy. Any material exception to the Investment Policy shall be reported by the Treasurer to the County Commissioners expeditiously. The Treasurer shall submit to the Board of County Commissioners a report on the investment program.
3. The Treasurer shall invest County funds only in the following securities:
 - a. Money market accounts and certificates of deposits issued by banks located in the County and collateralized under applicable Colorado statutes.

- b. Money market accounts and certificates of deposit issued by banks located outside the County, but in the State of Colorado and collateralized under applicable Colorado statutes.
- c. State investment pools authorized under the provisions of Colorado Revised Statutes, Sections 24-75-701 to 709.
- d. Money market funds authorized under the provision of Colorado Revised Statutes, Section 24-75-601.1(k).
- e. Prime commercial paper authorized under the provision of Colorado Revised Statutes, Section 24-75-601.1(g).
- f. Direct obligations of the United State Government which are sold at discount or have semi-annual interest payments; e.g. U.S. Treasury bills, U.S. Treasury notes; and U.S. treasury bonds. The Treasurer is authorized to establish a Treasury Direct account in the county's name at the United State Treasury.

The following listing (Exhibit A) of named banks, savings and loan associations, liquid asset trusts and investment companies be and the same are hereby approved as depositories/investment companies for Delta County funds; and

- 4. The maximum maturity of any security purchased by the Treasurer shall not exceed three (3) years unless specifically approved in advance by the Board of Delta County Commissioners.
- 5. That this Resolution shall supersede all previous Resolutions regarding designation of depositories in their entirety.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be delivered to the County Treasurer of the County of delta, State of Colorado.

UPON Motion by Commissioner _____ and seconded by Commissioner _____ it was unanimously adopted this 3rd day of January, 2023, to be in effect until rescinded.

BOARD OF COUNTY COMMISSIONERS
COUNTY OF DELTA

ATTEST: STATE OF COLORADO

(SEAL)

BY: _____
Wendell Koontz, Chairman

Mike Lane, Vice-Chairman

Teri A. Stephenson
Delta County Clerk & Recorder

Don Suppes, Commissioner

EXHIBIT A

BANKS

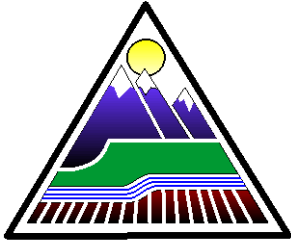
Alpine BankAll Branches
Bank of the West.....All Branches
First Colorado National BankAll Branches
United Business BankAll Branches
Bank of ColoradoAll Branches
Wells Fargo BankAll Branches
US BankAll Branches

GOVERNMENT POOLS AND TRUSTS

COLOTRUSTDenver, CO
C-SafeDenver, CO
CSIPDenver, CO

OTHER

Bank of the West (BNP Paribas Group)Denver, CO
LPL Financial LLCGolden, CO
Multi-Bank Securities, Inc. (MBS).....Southfield, MI
PEAKS (Sigma Financial Corp)Troy, MI
Wells Fargo InvestmentsDenver, CO



***Delta County
Board of Health/BoCC
Board Signature(s) Cover Sheet***

Date: January 3, 2023

Document Type:

☒	Task Order: 2023*2297
☐	Agreement
☐	Purchase Order
☐	Memorandum of Understanding/Agreement
☐	Other

Document Title: Woman's Wellness Connection-Cancer Prevention Early Detection

Duration: January 1, 2023 – June 29, 2023

Description: CDPHE award to complete scope of work attached in Exhibit C

Scope of Services: This project serves to reduce cancer health disparities, and morbidity and mortality rates in Colorado.

Affected Programs: Family Planning

Contract Amount \$3,666 (State \$1,046; Federal \$2,620)

TASK ORDER

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	Contractor Board of County Commissioners of Delta County (a political subdivision of the state of Colorado) 501 Palmer, Suite 227 Delta CO 81416-1764 for the use and benefit of the Delta County Health Department 255 West 6th Street Delta CO 81416-1626
Master Task Order Contract Number 23 FA 00013 Task Order Number 2023*2297	Task Order Performance Beginning Date The later of the Task Order Effective Date or January 1, 2023
Task Order Maximum Amount Initial Term Fiscal Year 2023 \$3,666.00 Total for All Fiscal Years \$3,666.00	Task Order Expiration Date June 29, 2023 Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbustment Contractor Shall Invoice: Monthly Funding Source: State \$1,046.00 Federal \$2,620.00	Miscellaneous: Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any): Procurement Method: Request For Application (RFA) Solicitation Number (if any): 40359
State Representative Emily Kinsella Women's Wellness Connection Section Manager Prevention Services Division Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 emily.kinsella@state.co.us	Contractor Representative Don Suppes (Chair) County Commissioner Board of County Commissioners of Delta County (a political subdivision of the state of Colorado) 501 Palmer, Suite 227 Delta CO 81416-1764 for the use and benefit of the Delta County Health Department 255 West 6th Street Delta CO 81416-1626 dsuppes@deltacounty.com
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: Exhibit A, Additional Provisions Exhibit B, Statement of Work Exhibit C, Budget Exhibit D, Federal Provisions – Colorado Cancer Prevention and Control	
Contract Purpose This project serves to reduce cancer health disparities, and morbidity and mortality rates in Colorado. Cancer screening will increase in Colorado Department of Public Health and Environment (CDPHE)-identified priority populations, especially women who are eligible for CDPHE-paid Clinical Services, by implementing one or more approved strategies (community outreach, health navigation, CDPHE-paid clinical services) to address cancer prevention and early detection.	

In accordance with §4.B of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

1. PROJECT DESCRIPTION

Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein ("the SOW"). All terminology used in this Task Order and the Statement of Work shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as Exhibit B - Statement of Work and Exhibit C - Budget.

2. PAYMENT

The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the Statement of Work and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

3. PERFORMANCE PERIOD

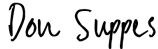
Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the Statement of Work prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. TASK ORDER EFFECTIVE DATE:

The Effective Date of this Task Order is upon approval of the State Controller or **January 1, 2023**, whichever is later.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR	STATE OF COLORADO
Board of County Commissioners of Delta County (a political subdivision of the state of Colorado) for the use and benefit of the Delta County Health Department	Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director
DocuSigned by:  694CAE7E24EA43F By: Signature	DocuSigned by:  2EDEF870A1A7D4EC By: Signature
FULL Don SuppesNAME	Lisa McGovern
Name of Person Signing for Contractor	Name of Executive Director Delegate
ChairBOCC	Procurement & Contracts Section Director for
Title of Person Signing for Contractor	Title of Executive Director Delegate
Date: 2022-11-03	Date: 2022-11-03

In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

AC2AC54280C6401...

By: Signature

Andi Hardy

Name of State Controller Delegate

Controller

Title of State Controller Delegate

Effective Date: 2022-11-29

--Signature Page End--

ADDITIONAL PROVISIONS
To Original Contract Routing Number 2023*2297

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

1. To receive compensation under the Contract, the Contractor shall submit a signed **Monthly** CDPHE Reimbursement Invoice Form. This form is a customized CDPHE Reimbursement Invoice Form that CDPHE will distribute to the Contractor each budget period and is incorporated and made part of this Contract by reference. The Contractor may contact the CDPHE Contract Monitor to obtain additional electronic copies of the invoice form. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget. The Contractor shall submit the invoice using the method listed below.

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice and Expenditure Details page to: Cancer Prevention and Early Detection Contracts Monitor at cdphe_cancer@state.co.us.

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

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

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

If applicable, the Contractor shall be reimbursed for the purchase of allowable Health Navigation and Clinical Services supplies/operating costs identified in the Women's Wellness Connection (WWC) Health Navigation and Clinical Services Allowable Purchases document. This document is located at the following website <https://cancerplan.colorado.gov/help-for-grantees> and is incorporated and made part of this Contract by reference.

2. To receive compensation for Health Navigation and Clinical Services provided to eligible individual clients as identified in the Statement of Work under this Contract, the Contractor shall:

- a. Navigate eligible low-income women to timely and complete breast and cervical cancer screening procedures (Health Navigation); and/or,
- b. Provide CDPHE-funded breast and cervical cancer screening and/or diagnostic procedures (Clinical Services), to eligible clients.

- a. eCaST Data System

Data entered into the electronic cancer surveillance and tracking (eCaST) data system are the basis for calculating reimbursement for each client receiving Health Navigation or Clinical Services. To be considered for payment, all Cancer Prevention and Early Detection Health Navigation and Clinical Services related cancer screening and diagnostic procedures shall be entered into eCaST within thirty (30) days of service being performed. Health Navigation or Clinical Services cases that exceed sixty (60) calendar days in screening length and negatively affect WWC's Performance Indicators may not be reimbursed at the discretion of the State. Reimbursement is determined by the clinical outcome of each case; therefore, cases must be clinically complete or administratively closed before reimbursement occurs. Contractors shall only be paid for cases that meet eligibility, performance, and data requirements. Based on performance, the Cancer Prevention and Early Detection Program may unilaterally change the groups of eligible clients who may be served with eCaST funding.

EXHIBIT A**b. Bundled Payment System (BPS)**

The Contractor shall be paid for Health Navigation or Clinical Services to individual clients in accordance with rates as outlined in the Cancer Prevention and Early Detection Bundled Payment System (BPS) for Health Navigation and Clinical Services. This document is incorporated and made a part of this Contract by reference and is available on the following website at <https://cancerplan.colorado.gov/help-for-grantees>.

Rates may be revised or updated during the contract term. Reimbursement policies are defined in the Cancer Prevention and Early Detection Program Manual. This manual is located at the following website <https://cancerplan.colorado.gov/help-for-grantees> and is incorporated and made part of this Contract by reference.

The Contractor shall not charge the Cancer Prevention and Early Detection program for Clinical Services not listed on the CPT Code List. This document is incorporated and made part of this Contract by reference and is available on the following website: <https://cancerplan.colorado.gov/help-for-grantees>.

c. Payment Procedures

Payment to the Contractor for Health Navigation and Clinical Services provided to eligible individual clients is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to the Contractor. No minimum payment is guaranteed to the Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

Payment to the Contractor for expenses not included in the BPS for Cancer Prevention and Early Detection Health Navigation and Clinical Services is made from available funds encumbered and in accordance with the Statement of Work and Budget set forth under this Contract.

Payment to the Contractor for eCaST is made from available funds encumbered through a General Accounting Encumbrance (GAE) and shared across multiple contractors. CDPHE may increase or decrease the total funds encumbered in the GAE at its sole discretion and without formal notice to the Contractor. No minimum payment is guaranteed to the Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

d. Expenditure Cap for Health Navigation and Clinical Services to Individual Clients (eCaST Amount)

CDPHE will set the expenditure cap for Health Navigation and Clinical Services to individual clients for the Contractor for each budget period. CDPHE may increase or decrease the Contractor expenditure cap at its sole discretion based on the Contractor's spending rate. The Contractor may request to increase or decrease this expenditure cap. Once the expenditure cap is reached or the share of program funds are fully expended, the State will not reimburse for additional expenses incurred by the Contractor unless CDPHE opts to increase the cap.

3. Time Limit For Acceptance Of Deliverables.

- a. Evaluation Period. The State shall have thirty (30) calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
- b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within thirty (30) calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

EXHIBIT A

- c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed thirty (30) calendar days, to correct the noted deficiencies.
4. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.
The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.
5. The Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan, or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs, or for any modifications to the indirect cost rate. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs, or any modifications to indirect cost rates, shall be submitted to the State at least ninety (90) days prior to the end of the contract period and may require an amendment in accordance with General Provisions, Section 16, Contract Modifications, of this Contract.
6. The Contractor agrees to provide services to all Program participants and employees in a smoke-free environment in accordance with Public Law 103-227, also known as "the Pro-Children Act of 1994", (Act). Public Law 103-227 requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.
7. The State of Colorado, specifically the Colorado Department of Public Health and Environment, shall be the owner of all equipment as defined by Federal Accounting Standards Advisory Board (FASAB) Generally Accepted Accounting Principles (GAAP) purchased under this Contract. At the end of the term of this Contract, the State shall approve the disposition of all equipment.
8. The Contractor shall not use State funds provided under this Contract for the purpose of lobbying as defined in Colorado Revised Statutes (C.R. S.) 24-6-301(3.5)(a).
9. Notwithstanding the terms contained in Section 10, Insurance, of this Contract, the parties agree to add the following language to the end of Paragraph vi:
 - vii. The Contractor agrees to maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to this Contract. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Contract and for at least two (2) years beyond the completion and acceptance of the work under this Contract, or, alternatively, a two (2) year extended reporting period must be purchased.
10. If Contractor indicates full expenditure of funds under this Contract by March 29 of each grant year and the full expenditure does not occur, CDPHE has the option to reduce current or upcoming Contract by said amount or a percent deemed reasonable by CDPHE. CDPHE will notify the Contractor of the potential need to decrease the current or upcoming budget. If the Contractor indicates at a later date than March 29 of each grant year an expectation of surplus of funds or inability to fully expend said funds for unforeseen circumstances that Contractor had not anticipated by March 29, CDPHE will reallocate unspent funds without any penalties to the Contractor.
11. All data collected, used or acquired shall be used solely for the purposes of this Contract. The Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known any such data to unauthorized persons without the express prior written consent of the State or as otherwise required by law. This includes a prior written request by the Contractor to the State for submission of abstracts or reports to conferences, which utilize data collected under this Contract.
12. Notwithstanding the foregoing, the Contractor shall be entitled to retain a set of any such data collected or work papers necessary to perform its duties under this Contract and in accordance with professional standards.

EXHIBIT A

13. Neither the U.S. Department of Health and Human Services (HHS) nor the Centers for Disease Control (CDC) logo may be displayed on any conference materials if such display would cause confusion as to the conference source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the Office of the Assistant Secretary for Public Affairs (OASPA).
14. Notwithstanding the terms contained in the Section 8, Confidential Information-State Records, Contractor shall protect the confidentiality of all applicant or recipient records and other materials that are maintained in accordance with this Contract. Except for purposes directly connected with the administration of this Contract, no information about or obtained from any applicant or recipient shall be disclosed in a form identifiable with the applicant or recipient without the prior written consent of the applicant or recipient, or the parent or legal guardian of a minor applicant or recipient with the exception of information protected by Colorado Statute as it applies to confidentiality for adolescent services in which case the adolescent minor and not the parent or legal guardian must provide consent or as otherwise properly ordered by a court of competent jurisdiction. Contractor shall have written policies governing access, duplication, and dissemination of all such information. Contractor shall advise its employees, agents, servants, and any subcontractors that they are subject to these confidentiality requirements.
15. The Contractor affirms that it maintains no affiliations or contractual relationships, direct or indirect, with tobacco companies, owners, affiliate, subsidiaries, holding companies, or companies involved in any way in the production, processing, distribution, promotion, sales, or use of tobacco.

STATEMENT OF WORK
To Original Contract Number 2023*2297

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

I. Entity Name: Delta County Health Department

II. Project Description:

This project serves to reduce cancer health disparities, and morbidity and mortality rates in Colorado. Cancer screening will increase in Colorado Department of Public Health and Environment (CDPHE)-identified priority populations, especially women who are eligible for CDPHE-paid Clinical Services, by implementing one or more approved strategies (community outreach, health navigation, CDPHE-paid clinical services) to address cancer prevention and early detection.

Citizens of Colorado in the Contractor’s service area will benefit from this project by receiving cancer screening prevention and early detection services. CDPHE is funding this project to meet the goal of reducing cancer health disparities, morbidity and mortality in Colorado by increasing cancer screening and early detection.

III. Definitions:

- 1. Action Plan: Identifies the strategy(ies) the Contractor is approved to plan or implement and the detailed steps the Contractor will take to address the objectives of this agreement.
- 2. CDPHE: Colorado Department of Public Health and Environment.
- 3. CDPHE-Paid Clinical Services: The Clinical Services component of the Health Navigation and Clinical Services strategy funds breast and cervical cancer screening and diagnostic procedures for eligible, low-income uninsured or underinsured clients.
- 4. CDPHE Contract Monitor: CDPHE staff member assigned to monitor the contract.
- 5. Health navigation: Individualized assistance offered to clients to help overcome health care system barriers and facilitate timely access to quality screening and diagnostics as well as initiation of treatment services for persons diagnosed with cancer.

IV. Work Plan:

Goal #1: Facilitate health care services among people who face barriers to good health.	
Objective #1: No later than the expiration date of this contract, reduce cancer health disparities, and morbidity and mortality rates, in Colorado by increasing cancer screening among CDPHE-identified priority populations, especially CDPHE-paid Clinical Services eligible women.	
Primary Activity #1	The Contractor shall, in collaboration with the CDPHE Contract Monitor, draft an action plan outlining: 1. the strategy(ies) (community outreach; health navigation and clinical services) in which the project will focus; 2. the detailed steps which the Contractor shall take to address the objectives of this agreement.
Sub-Activities #1	1. The Contractor shall record their approval by signing the final action plan agreed upon with CDPHE. 2. The Contractor shall update the action plan at a minimum annually.

EXHIBIT B

	3. The Contractor shall record their approval by signing the action plan each time it changes.
Primary Activity #2	The Contractor shall implement one or more strategies and sub-strategies to address cancer prevention and early detection in Colorado.
Sub-Activities #2	1. The Contractor shall implement at least one (1) of the following strategies and sub-strategies to address cancer prevention and early detection in Colorado, as approved by CDPHE in the action plan. a. Community outreach b. Health navigation and clinical services i. Health navigation only among eligible uninsured/underinsured clients ii. Health navigation and CDPHE-paid clinical services among eligible clients 2. The Contractor shall report required data related to the strategies listed in the approved action plan.
Primary Activity #3	The Contractor shall participate in CDPHE-required meetings.
Primary Activity #4	The Contractor shall complete Progress Reports.
Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall comply with any changes, revisions, inclusions, and exclusions to the CDPHE Cancer Prevention and Early Detection Program. The CDPHE Cancer Prevention and Early Detection Program is subject at any time to changes, revisions, inclusions, and exclusions as needed and/or pursuant to directives or changes required by rule, regulation, statute or guidance. 3. The Contractor shall comply with all requirements stated in the <i>CDPHE Cancer Prevention and Early Detection Program Manual</i>. This document is incorporated and made part of this contract by reference and is available on the following website: https://cancerplan.colorado.gov/help-for-grantees. 4. The Contractor shall use all CDPHE-required forms and templates. 5. The Contractor shall submit all final data and reports as non-reimbursable deliverables. 6. The Contractor shall comply with all program activities and requirements stated in the action plan and its referenced documents. 7. The Contractor shall comply with mandatory program reporting processes such as online written reports, data submission or progress calls at an interval outlined in the action plan.

EXHIBIT B

	8. The Contractor shall report required data related to the strategies listed in the approved action plan within 30 days of service delivery and no later than 60 days after the end of the performance period. 9. The Contractor shall attend a post-award orientation provided by CDPHE as well as other required meetings, training, webinars and telephone calls for the purpose of information-sharing, training, technical assistance and contract monitoring. 10. The Contractor shall adhere to the following requirements for the action plan: a. Develop an annual action plan to adopt and implement prioritized strategies approved by CDPHE. CDPHE will inform the Contractor of necessary modification or provide approval of the action plan within 30 business days. b. Modify the action plan in collaboration with the CDPHE Contract Monitor, as needed. c. Obtain approval from CDPHE prior to beginning activities outlined in the action plan. d. Use the action plan developed with CDPHE. e. CDPHE's evaluation of the Contractor's performance will be determined by the Contractor's adherence to the established action plan. 11. CDPHE will provide the Contractor with the Progress Report template that requires the reporting on strategies and tasks listed in the approved action plan. 12. The Contractor shall identify and support key personnel as outlined in the action plan and referenced documents. 13. The Contractor shall communicate with CDPHE within 15 days of a change in key staff responsible for the performance of work during the contract period. 14. The Contractor shall plan to have new staff members receive required training within two (2) months of hire. 15. The Contractor shall comply with CDPHE evaluation and performance measurement efforts. 16. The Contractor shall collect required evaluation and program monitoring data. 17. The Contractor shall submit all deliverables to CDPHE via the method indicated in the <i>CDPHE Cancer Prevention and Early Detection Program Manual</i>. 18. If purchasing gift cards, the Contractor shall provide to CDPHE upon request written procedures related to gift card purchasing and handling. At a minimum, the procedures shall include the following: a. How the gift card inventory is tracked and maintained? b. Gift card storage and safeguards against theft c. The primary person responsible for securing and distribution of gift cards d. A gift card distribution log that records each gift card number, dollar amount, and the printed name and signature of each gift card recipient.
Expected Results of Activity(s)	1. Increased number of individuals screened for CDPHE-approved cancers. 2. Increased number of quality of CDPHE-approved cancer screenings provided within priority populations

EXHIBIT B

	3. Analysis of programmatic data submissions. 4. Assessments, data submissions, along with evaluation information.	
Measurement of Expected Results	1. Progress Reports. 2. CDPHE received programmatic data submissions. 3. CDPHE received assessments, along with evaluation information.	
		Completion Date
Deliverables	1. The Contractor shall submit an action plan that includes each of the strategies selected and referenced in this Statement of Work.	No later than the first business day in March in the first budget period of the contract, and then the first business day in August, annually.
	2. The Contractor shall submit a signed action plan.	Within 15 calendar days after CDPHE approval of the initial or modified action plan.
	3. The Contractor shall submit CDPHE-approved Progress Report.	No later than 3/15 in the first budget period of the contract, and no later than 1/15 annually.

V. Monitoring:

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

VI. Resolution of Non-Compliance:

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



COLORADO
Department of Public
Health & Environment

PREVENTION SERVICES DIVISION - LESS THAN 12 MONTH BUDGET WITH JUSTIFICATION FORM
Original Contract Routing 2023*2297

Contractor Name	Delta County Health Department	Program Contact Name, Title, Phone and Email	Pat Sullivan Primary WWC Program Contact/Clinician 970-874-2183 psullivan@deltacounty.com
Budget Period	1/1/2023 - 6/29/2023	Fiscal Contact Name, Title, Phone and Email	Leone Anderson 970-874-2103 landerson@deltacounty.com
Project Name	Cancer Prevention and Early Detection (CPED): Health Navigation and Clinical Services (HNCS)	Contract (CT or PO) Number	CT FHLA 2023*2297

Expenditure Categories						
Personal Services Salaried Employees						
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Number of Months	Total Amount Requested from CDPHE
WWC Coordinator/Clinician	HNCS program management.	\$ 83,139.57	\$ 18,601.00	5.5%	6.0	\$2,797.87
RN	HNCS training participation and clinical webinars	\$ 63,987.46	\$ 16,260.00	0.6%	6.0	\$240.74
Fiscal Manager	HNCS Fiscal Oversight, non-eCast	\$ 91,555.00	\$ 18,850.00	0.1%	6.0	\$49.68
Personal Services Hourly Employees						
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE	
					\$0.00	
Total Personal Services (including fringe benefits)						\$3,088.29
Supplies & Operating Expenses						
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE		
				\$0.00		
Total Supplies & Operating						\$0.00
Travel						
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE		
				\$0.00		
Total Travel						\$0.00
Contractual						
Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE		
				\$0.00		
Total Contractual						\$0.00
SUB-TOTAL OF DIRECT COSTS						\$3,088.29



PREVENTION SERVICES DIVISION - LESS THAN 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing 2023*2297

Contractor Name	Delta County Health Department	Program Contact Name, Title, Phone and Email	Pat Sullivan Primary WWC Program Contact/Clinician 970-874-2183 psullivan@deltacounty.com
Budget Period	1/1/2023 - 6/29/2023	Fiscal Contact Name, Title, Phone and Email	Leone Anderson 970-874-2103 landerson@deltacounty.com
Project Name	Cancer Prevention and Early Detection (CPED): Health Navigation and Clinical Services (HNCS)	Contract (CT or PO) Number	CT FHLA 2023*2297

Indirect		
Item	Description of Item	Total Amount Requested from CDPHE
CDPHE-Negotiated Indirect Cost Rate	Delta County Health Department's indirect cost rate for CY2022 is 18.70% of Direct Salaries & Wages, including Fringe	\$577.71
Total Indirect		\$577.71
TOTAL		\$3,666.00

Federal Provisions – Colorado Cancer Prevention and Control

For the purposes of this Exhibit only, Contractor is also identified as “Subrecipient.” This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) **Federal Award Identification.**

- a. Subrecipient: **Delta County Health Department.**
- b. Subrecipient Unique Entity Identification Number:
 - SAM Unique Entity ID (UEI): **E67XCJN7U9D9**
- c. The Federal Award Identification Number (FAIN) is **NU58DP007167.**
- d. The Federal award date is **5/26/2022.**
- e. The subaward period of performance start date is **6/30/2022** and end date is **6/29/2027.**
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
6/30/2022 - 6/29/2023	\$5,592,359.00	\$4,333,418.00

- g. Federal award title of project or program: **Colorado Cancer Prevention and Control**
The name of the Federal awarding agency is: **Department Of Health And Human Services** and the contact information for the awarding official is **Karen Boone, Email: ikn7@cdc.gov, Phone: 770-448-3087**; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Emily Kinsella, Women’s Wellness Connection (WWC) Program Manager, emily.kinsella@state.co.us.
 - h. The Catalog of Federal Domestic Assistance (CFDA) number is **93.898** and the grant name is **Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations.**
 - i. This award **is not** for research & development.
 - j. Subrecipient **is not** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
 - k. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.
- 2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.

Exhibit D

- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
- 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
 - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
 - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
 - c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States").

Exhibit D

- d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
 - e. the “Americans with Disabilities Act” (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
 - f. when applicable, the Contractor shall comply with the provisions of the “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (Common Rule);
 - g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
 - h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
 - i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - j. Where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
 - k. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
 - l. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
 - m. If applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
 - n. The Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
 - o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- 12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument.

Exhibit D

CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

- 13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
- 15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.
- 16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.
- 17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END



COLORADO

Parks and Wildlife

Department of Natural Resources

Sweitzer Lake State Park
PO Box 147
Crawford CO 81415
P 970.921.5721 | F 970.921.3636

December 13, 2022

Delta Board of County Commissioners

Re: CPW purchase of 281 acres adjacent to Sweitzer Lake State Park

Dear Commissioners Lane, Suppes and Koontz,

I am writing to request your support for a project in your county that Colorado Parks and Wildlife (CPW) plans to present to the Capital Development Committee in the near future. The property proposed for purchase is 281 acres of land located just south of the City of Delta and Paul Sweitzer is the owner the property.

Sweitzer Lake State Park is currently approximately 314 acres in size. Water levels seldom fluctuate on its 137 surface acre reservoir, offering waterskiing, swimming and other water related recreation all summer long. The park is in the process of doing a Master Plan to expand recreational opportunities. Sweitzer Lake is the closest State Park to the City of Delta and is one of only a handful of developed recreational sites in Delta County. Its location, near two large West Slope towns and on a major highway, leads us to believe that Sweitzer Lake State Park could add much more to the State Park system than it currently offers. Also Delta County is viewed as an underserved county.

Colorado Parks and Wildlife respectfully requests your support of CPW's purchase of the 281 acres of land. If you support, or do not object to this transaction, please sign at the bottom of this letter and return it to me at the address above or email it to me (Scott.Rist@state.co.us) as soon as it is convenient. CPW would like to have this letter signed and available for the Capital Development Committee of the Colorado legislature by February 2023. If you have any questions, or wish to discuss this further, please call me at 970-921-5721. Thank you for your time in considering this matter.

We support / do not oppose this proposal.

Sincerely,

Date

Scott Rist

Park Manager-Crawford, Paonia and Sweitzer Lake State Parks



January 3, 2023

Broadband Fund
Department of Regulatory Agencies
1560 Broadway, Suite 1550
Denver, CO 80202

Dear Members of the Grant Committee:

The Delta County Board of Commissioners is sending this letter for the purpose of announcing our official support for DMEA's request for grant funding from the Colorado High Cost Fund. We have partnered with DMEA on countless projects through the years, and are currently working with them as they build their high-speed, fiber network throughout the County.

Delta County is very rural, and with many outlying homes and small communities, including Cedaredge, Hotchkiss, Paonia, and many smaller communities such as Crawford, Austin and Orchard City. It is a continuing challenge to provide our citizens with services in these remote communities, given the distances involved and low-population densities. We realize that these are the same challenges faced by Internet providers when they evaluate these towns for services. With the high upfront costs and comparatively low returns of building broadband infrastructure, it can be difficult to make a good business case for capital investment in these rural communities.

Many of our smaller communities and rural households have access to broadband only through fixed- wireless facilities or satellite delivery systems. The fixed wireless services rely on line of sight, which are all but impossible in many areas of our mountainous county. Satellite services are unreliable, and many times, cost prohibitive for our rural families. In particular, is the Crawford area where there are currently very limited services. DMEA's funding of their application would bring much needed advanced broadband services to this particular area that has no services available.

Our small towns are working hard to retool and rebuild after recent mine closures and every advantage is needed to maintain and improve community services and create jobs. We believe that the broadband network being built by DMEA is the greatest advantage available to these communities as they maintain and upgrade public health and safety services, maintain and increase education opportunities, and create new economic circumstances for our citizens.

Our smaller communities in Delta County are experiencing some of the hardest economic challenges in our region. We have worked to improve the economic development prospects of our communities and we see robust Internet and broadband services as a crucial part of our economic plan. We believe that the economic health and viability of our region depends in large part on the availability and affordability of advanced telecommunication services.

Efforts to diversify and grow the economy continue to be front and center in Delta and Montrose Counties. But any successful regional transformation will require the involvement of both government and large organizations like DMEA. DMEA has started to build its Fiber to the Home project in many of our communities and we are already seeing a positive impact of this in the form of new employment opportunities, more efficient government services, and higher real estate values.

DMEA's last mile fiber build complements the efforts of Region 10 and our broadband strategy for the region. DMEA has been a valuable partner in Region 10's efforts and these efforts are vital to the economic well-being of our communities. We believe the entire Western slope of Colorado will be transformed with access to abundant, affordable and reliable broadband and Internet services.

We encourage the Board to approve DMEA's application for grant funding through the High Cost Fund.

Sincerely,

Delta Board of County Commissioners

Wendell Koontz, Chair

Mike Lane, Vice-chair

Don Suppes, Commissioner

COUNTY ATTORNEY'S AGENDA

Board of County Commissioners

Regular Meeting

January 3, 2023

REGULAR SESSION:

1. Board's consideration of Letter of Agreement regarding notification process of NOTAMS involving North Fork Valley Airport.

EXECUTIVE SESSION:

Discussion regarding purchase of real property: §24-6-402(4)(a), C.R.S.

2. Discussion regarding the potential purchase of real estate for County purposes in the Delta area.

LETTER OF AGREEMENT

EFFECTIVE: JANUARY 15, 2023

SUBJECT: Notification Process for Surface Area Notice to Air Missions (NOTAMs) by North Fork Valley Airport (7V2)

1. PURPOSE: This agreement identifies responsibility for notifying Denver Air Route Traffic Control Center (ARTCC) of Surface Area NOTAMs issued for 7V2.

2. CANCELLATION: This agreement does not cancel any other agreements related to NOTAMs and the Airport and Air Traffic Control. Either party may cancel this agreement upon 30-day prior written notice.

3. SCOPE: This agreement outlines standard procedures between ARTCC and 7V2 regarding the notification of Surface Area NOTAMs.

4. RESPONSIBILITIES:

a. According to AC 150-5200-28, NOTAM Manual (JO 7930.2), and Title 14 CFR part 139, 7V2 is responsible for observing and reporting the condition of movement areas and other surface areas associated with 7V2. Surface Area NOTAMs include: Aerodrome, Runway, Taxiway, Apron, Ramp, Services, and Obstruction.

b. The 7V2 manager must ensure all applicable airport personnel are briefed on the provisions of this Letter of Agreement.

5. PROCEDURES:

a. Because of the delayed processing time from when 7V2 enters the NOTAM, to the time ARTCC receives it, 7V2 personnel must notify ARTCC prior to issuing a NOTAM that will close a runway, or aerodrome (see Attachment).

***NOTE:** If an emergency requires immediate attention, notify ARTCC as soon as possible.*

b. The notification process is as follows:

(1) 7V2 must notify ARTCC via phone (see Attachment) and relay the following information:

(a) NOTAM keyword: Aerodrome or Runway.

(b) Aerodrome – all NOTAMs that require the airport to be closed.

(c) Runway – all NOTAMs that affect the runway or require the runway to be closed.

(d) Designator (such as 09/27).

Denver Air Route Traffic Control Center and North Fork Valley Airport

(e) Reason/conditions for the keyword NOTAMs.

(f) Start time, end time, or the expected time period of the NOTAM.

EXAMPLES: *“Runway 09/27 closed for snow removal till one eight three zero zulu,” “Runway 09/27 closed except ten minute prior permission till two one three zero zulu,” “Aerodrome closed from two one zero zero to two two zero zero zulu.”*

(2) Prior to the end time of the current NOTAM, 7V2 must notify ARTCC via phone (see Attachment) of intent to extend or re-issue a NOTAM that closes a runway or aerodrome.

6. ATTACHMENT: Denver ARTCC Notification Phone Numbers.

KURT J
CARPENTER
Melissa Booth
Air Traffic Manager
Denver ARTCC

Digitally signed by KURT
J CARPENTER
Date: 2022.12.20
08:45:24 -07'00'

Chair, Board Of County Commissioners of Delta County, Colorado
North Fork Valley Airport

Denver Air Route Traffic Control Center and North Fork Valley Airport

Attachment

Denver ARTCC Notification Phone Numbers:

Area 1 Front Line Manager: 303-651-4241

If no contact;

Operations Manager: 303-651-4248



SHERIFF MARK L. TAYLOR

Undersheriff Quinn Archibeque

DeltaCounty.com/Sheriff

Monday, December 26, 2022

Delta County Detention Facility Population Count Report

Description	Total
Male Inmates (County Jail)	47
Female Inmates (County Jail)	6
Transgender Inmates (County Jail)	0
Male Inmates Department of Corrections (DOC)	6
Female Inmates Department of Corrections (DOC)	1
Transgender Inmates Department of Corrections (DOC)	0
Total	60

**Average Daily Inmate Population for the week of:
12/19/22 through 12/26/22 was 66.00.**

"Serving with Pride"