



P.O. Box 3039 • Grand Junction, CO 81502
E-Mail: info@mesaFML.org Web: www.mesaFML.org

BOARD OF DIRECTORS MEETING

Date and Time: 2:00 PM on Wednesday, May 8, 2019

Location: Home Loan Building, 205 N. 4th Street, Grand Junction, CO 81501, in the Community Room on the Basement level

In attendance:

Quint Shear
Craig Springer
John Justman
Dusti Reimer
Matt Rosenberg
Benita Phillips
Karen Kllanxhja
Christine Madsen
Patrick Coleman

Meeting Minutes:

- I. Call to Order at 2:00 pm by Craig Springer.
- II. General Public Comment.
 - a. No comment.
- III. Adoption of the April Meeting Minutes.
 - a. C. Springer said that he remembers what happened last month, but I won't a year from now and I think the minutes need to be clearer that we ran awhile with two of us and then Quint was here-it says he was here for the whole meeting. I think the minutes need to be clearer that the meeting was brought to order with a quorum, but the Board wanted to wait until we had Board member Shear here to deal with the initial issue on Anvil Points. That was not clear to me in the meeting minutes that, that was what happened. I ask that you make that correction please.
 - b. J. Justman asked when did we start the meeting-1:30 pm?
 - c. C. Springer said 1:15 pm. I think she has that right, because we did wait.
 - d. Q. Shear said 1:15 pm and I didn't get there until about 1:45 pm or quarter to 2pm.
 - e. C. Springer said if you would do that please.
 - f. D. Reimer said yes.
 - g. C. Springer said gentlemen do you have any issues with the April meeting minutes?

- h. J. Justman said he didn't think he saw anything.
- i. Motion to approve meeting minutes with the suggested edits by C. Springer by J. Justman. Q. Shear second. Voted. Approved.

IV. Consent Agenda:

- a. Dufford, Waldeck, Milburn, & Krohn Invoice
- b. Dusti Reimer Invoice
- c. Buds Signs Invoice
- d. Alpine Business Enterprises Invoice
- e. 2018-ST-03 Mesa County Public Library East Valley Library Project Final Payment Grant Request
- f. 2018-SM-04 City of Fruita Cedar Way Infrastructure Project Final Payment Grant Request
- g. J. Justman made a motion to approve Consent Agenda. Q. Shear second. Voted. Approved.

V. Staff Report.

- a. D. Reimer said we posted to our social media account about Meeting Minutes Posted, our website problems fixed, the meeting agenda being posted, and media links for news coverage on the Mesa County jail expansion grant.
- b. D. Reimer said we have links to the following media-one is a redundant post with Colorado Politics post, which is the sharing of the Grand Junction Daily Sentinel editorial. The other link is for the Daily Sentinel's letter to the Editor that had mentioned you as well.
- c. D. Reimer said our Grants Requesting Payments this month were from the 2018-SM-04 City of Fruita Cedar Way Improvements Project with a Final Payment Request of \$50,000. The second is the 2018-ST-02 Mesa County Public Library East Library Project Final Payment Request of \$48,848.10 (Under budget by \$51,151.90).
- d. D. Reimer showed pictures of the Fruita Project that were the before and after. D. Reimer showed photos of the East Library project.
- e. D. Reimer said the invoices for the month were from Dufford, Waldeck, Milburn, & Krohn Invoice #14716 for \$2,266, Dusti Reimer Invoice #134 for services and supplies for \$3,827.60, Buds Signs Invoice #99438 for City of Fruita Project for \$228 and Alpine Computer Solutions Invoice #69111 for hosting services, SSL certificate and transfer through December 2019 \$474.60
- f. D. Reimer said upcoming events currently are the June 19th Board meeting. I wanted to check with everyone that the date is ok with everyone, because the last three of four meetings we've had to reschedule.
- g. Q. Shear said he was good with the date.
- h. J. Justman said no, not so good. I can do the week before or the week after. On the 19th I'm out of town.

- i. Q. Shear said I'm good either week for the meeting.
- j. C. Springer said I think it will have to be the 12th, because I do not think this room is not available the entire week of the 20th.
- k. D. Reimer said June 12th works. I will schedule the meeting for June 12th. That's all I had.

VI. Review of Financials.

- a. Christine said she was filling in for Nancy today. On the fund balance sheet, the fund balance account \$2,357,178.29. Under the permanent fund we have \$1,457,419.09, for total assets of \$3,814,597.38. Liability and equity section, we have a balance for grants payable of \$682,743.76. In equity we have routine earnings of \$2,915,786.52 and a net income of \$216,067.10. On our profit and loss for April, for expense we have legal fees of \$486, accounting fees \$3,192.46, contract fees \$3,750 and dues and memberships of \$24.98 and investment fees of \$2,918.53 for a total of \$10,371.97. Other income unrealized gain or loss in the permanent fund we have \$25,877.69 and interest earned of \$0.55 and dividend income of \$2,165.61, which results in a net income of \$17,672.80. The A/P aging summary which is the detail for the grants payable. We have the City of Fruita for \$50,000, East Orchard Mesa Fire Protection District for \$34,794.51, Grand Junction Fire Department for \$126,476 and Lands End Fire Protection District for \$19,348.25, Mesa County Public Library District for \$100,000 and the Town of Palisade for \$63,000 and Western Colorado Community College for \$289,125.
- b. Q. Shear motion to approve financials. J. Justman second. Voted. Approved.

VII. Review of Investment Account.

- a. M. Rosenberg \$1.44 million was the close of the account yesterday. So, a gain of \$53,202. That's the only change from the financials.
- b. C. Springer said that's it?
- c. M. Rosenberg said I would gladly go on if anyone wants me to go on.
- d. C. Springer said any questions for Matt or a motion to approve?
- e. J. Justman made motion to approve. Q. Shear second. Voted. Approved.
- f. M. Rosenberg said we might look later this summer revisiting the policy investment statement.
- g. C. Springer said that's great. Get with Dusti and get it on the agenda and we'll roll with whatever works for you.
- h. Q. Shear asked if we specify the weights for the investment policy, Matt?
- i. M. Rosenberg said it is restricted by the State Legislature for allocation. I don't think its bad, but once we have the county issue behind us and the permanent fund settled, look into replace some of the bond funds with individual issues. I think one of the things I see on the horizon is liquidity issues. The ones we have are ETFs which is less than the mutual funds, but if you have a run on bonds, you don't want to be in the situation where we need to sell, but they have to sell to manage redemptions, if that makes sense. So if we are truly going to be permanent, lets put them into individual issues so that potentially is not a problem.
- j. Q. Shear said we should be reviewing those every year anyway, right?

k. M. Rosenberg said yes. Actually, I'm going to miss the next meeting, but maybe we can do July.

l. D. Reimer said ok, July.

VIII. Review and Discussion of Formal Written Contract between Mesa County and Mesa County Federal Mineral Lease District for Mesa County Jail Construction Project.

a. C. McAnany said the Board has the revised draft of the agreement that was submitted to us by the Mesa County. They county attorney and I have gone back and forth on a few different issues. The draft that was before you reflect the requested changes by the county. Principally among those was some language that was inserted into this draft that says the county was officially withdrawing their demand letter that they tendered to us back in February, by which they asserted various things relative to the expenditure of the Anvil Points funds and containing language that says the parties are not waiving any claims or defenses that they might have in any eventual dispute. That was inserted at the request of the county. Also some language was struck from earlier drafts, the one being some language that I had insisted on in an earlier phase that the District has at all times acted properly in respect to administration of the funds. My feeling is, and I can be blunt about this, I think the District has at all times acted properly here in this matter in the way we have handled these funds. I fully believe that. I am not worried about the Districts legal position there. I don't like the way this series of events has unfolded with the veiled threat that the District had engaged in some impropriety, but I am confident of the Districts position. I would prefer and what I have recommended and what I have told the county attorney was some language that says the parties agree that the transfer of funds specified in this agreement resolves any potential disagreement between them with respect to this particular Anvil Points fund. I had requested the language be inserted into this document. I was told by the county attorney that one or more commissioners might have a problem with that. This is truly a Board decision about how concerned you are about these issues. I think I could live with the draft of the agreement as submitted. I don't see anything that's terribly wrong with it, but my inclination is to recognize that there was a disagreement here, there was a sort of veiled threat, and I'd like to at least put that to bed. The agreement as submitted does not put that to bed, it just leaves the parties on, and I would say to be fair to the county, the parties on equal footing in the sense that each party reserves their claims and defenses in the event of an eventual dispute. I don't for a minute believe there is going to be a dispute between the county and the District. It's just not going to happen. So if you wanted to go forward with this as is, you can. It's up to the District Board to do that, but I certainly think having some language that says this settles the dispute would be clearer, and that would be my recommendation.

b. C. Springer said Patrick, would you like to respond to that?

c. Patrick Coleman said I think Chris accurately explained how we got to where we are and I would concur that there is-the Board members, the county commission Board members haven't considered it in a public hearing or voted on it, but the indication I've gotten is that they prefer the language that you have in front of you that was posted as your agenda item without any other additions or deletions. I think that accurately explains where they think this is and certainly, I agree with Chris. I haven't gotten any indication that the county is waiting on the courthouse steps to file lawsuits or anything like that.

The agreement as presented accurately explains the positions of the parties, by withdrawing that letter, I think we put everyone in a neutral position. I believe that's where the Board would prefer to stay.

- d. C. Springer asked if that was it.
- e. P. Coleman said that's it.
- f. C. Springer said thank you. Gentlemen.
- g. J. Justman said in my discussions with Patrick I think that this would take care of our concerns, as far as that's concerned. Obviously, there are two other people, but I really can't see where the county is going to get into a lawsuit over this. But, I'm one of three.
- h. Q. Shear said Craig, of course I'd like to see the language in there that absolves us of wrongdoing, but with that withdrawal of the letter, off the record with that letter being withdrawn I think that does put us on equal footing. I'd be comfortable with it as written.
- i. C. Springer said I have a question. So obviously the Board of County Commissioners is a public body, and this is a public body. One sends the other one a letter, how do you withdraw that? It's a public record that letter was received here. If someone asked the District for a copy of that letter we're going to give it to him, it's probably on our website. How do you withdraw that letter?
- j. C. McAnany said you withdraw a letter when the county commissioners sign an agreement saying they withdraw that letter. You can't make it not happen, but I think that says is essentially, assuming this agreement is signed, the county essentially disavowed it. To me it's symbolic. It doesn't really mean much to me. I appreciate the effort at draftsmanship, but what's significant is the language that says that neither party is waiving any claims or defenses by entering into this agreement. It certainly leaves open the prospect that somebody could assert a claim later, but that's as far as we have been able to get with the county.
- k. Q. Shear asked if we did have that language that you'd recommended in there, that's symbolic also, isn't it Chris, or is there some legal?
- l. C. McAnany said having language that says that the parties have resolved their disagreement is sort of release language. It's saying there isn't going to be a fight about this particular subject in the future. The draft presented to you by the county says, well there could be a fight about this in the future, but no body is waiving any claims or defenses and we can fight that battle another day. That's the difference between the two. My hope was to put to bed a potential dispute and Patrick has correctly pointed out there is some tension between my proposed language that says the transfer of funds resolves all potential disagreements. That's at odds with the other language about no body is waiving any claims or defenses, and my preference as your council would be to approve an agreement that says we agree that we are resolving all claims or disputes

arising out of the Anvil Points funds. If that's not doable, if the county, I just don't have a sense of how strong their feeling is.

- m. C. Springer said to me, I'm not asking you this question Patrick because it would put you in probably an uncomfortable position, but to me, the only reason why they wouldn't want that language in here is because they intend to ask us for the rest of it next year. That's the only reason they would not want that there, correct?
- n. C. McAnany said right, I think that's right. Now to be fair, the agreement does say as written right now, that the District and I'll read you the language it's in section three: payment of the funds, under this agreement, does not obligate the District or shall not obligate the District to make any other or additional payment to the county either in connection with the project or otherwise. It doesn't obligate you, but what it does do, they can come back in the fall grant cycle for example and say we want \$300,000. Certainly, you can consider it, and if you said no, they could potentially take some action in light of that.
- o. C. Springer said so if we go forward with the contract as currently drafted, we're basically agreeing this isn't over.
- p. C. McAnany said that's right.
- q. C. Springer said wow.
- r. Benita Phillips said so if the \$300,000 if they came back.
- s. C. Springer said I'm sorry, we can't right now.
- t. Benita Phillips said I just have a question.
- u. C. Springer said you understand, I'm glad people come, but if we just let people fire questions from the gallery, if you will, it's too disruptive. We're kind of struggling with something pretty big here.
- v. J. Justman said I was under the impression that this agreement would be for whatever it is today, but I never really thought we'd waive our rights to apply for a grant in the future.
- w. C. Springer said yea, I got that.
- x. C. McAnany said yes, that's there.
- y. Q. Shear said the other issue is they come back for more money, are we going to follow-we've made exceptions on this one, or not exceptions, we handled things differently, not

outside our bylaws, but we handled this differently than our standard grant cycle. What does that do to us next time?

- z. C. Springer said I agree with your questions. Basically, we are not where I thought we were. We did as much as we could do right now. And if they wanted to come back for more later, we could consider it as a new application down the road. The sense I'm getting is, this is a baby step towards the conclusion of them getting all the money. That's the request from the county. Not a baby step-a \$1.5 million isn't a baby step. IT's a step in a long process in giving all the Anvil Points money back to the county. Anybody want to weigh in on that?
- aa. C. McAnany said that certainly leaves that option open. One possibility is you approve this agreement as written and six months from now you receive a request for the remaining funds, and although you wouldn't be obligated to grant that request, if you did not grant that request the county could apply some legal pressure against the District. Theoretically, I'm not saying they would, but that option remains open.
- bb. J. Justman said if the City of Grand Junction came in or whatever, Fruita, and asked for money they didn't get it, they didn't have a legal recourse to, well, I guess you can sue anybody over anything.
- cc. C. McAnany this particular transaction has been fraught with the presumed difference of the Anvil Points money from the other money we get. I don't think it's different from the other money we get, but that hasn't stopped the county from making that demand from us. You're right, John. Somebody, if they felt jilted in the review of a grant application, could sue.
- dd. J. Justman said you can sue anybody for whatever. I mean I don't know how far I'd go, but any rational reason at all you can sue someone. The court may throw it out, but it doesn't mean it couldn't or wouldn't go to court. Unless it's a frivolous suit.
- ee. C. McAnany said my recommendation was to shut the door on that. To say this settles everything. There is not going to be any further wrangling between the county and the district between the Anvil Points district or what's left of it.
- ff. C. Springer said and your verbiage does not preclude the county making a supplemental application for the rest of the money, but what it does do is end this ridiculous discussion of we are wrongly withholding this money from them.
- gg. C. McAnany said correct.
- hh. P. Coleman said the county's position is appropriated proper, but we aren't going in to sue for \$1.824 milion or whatever the number is. We'll accept the \$1.5 million and if and when the district has additional funds, they might be able to apply in some format for. The county may do it. It certainly doesn't obligate the county to do it and it doesn't obligate the district pay the county. If the district declined to pay the county after it was

requested there is no certainty the county would sue or do anything other than complain to the press that they didn't get all the money they were supposed to. I can just tell you that Chris' proposed language met with pretty stern individual no's when I discussed it with the Board members.

- ii. Q. Shear said tell me something that helps me sleep better at night after we give you guys a check for \$1.5 million dollars, Patrick.

- jj. P. Coleman said well, certainly this is a philosophical thing.

- kk. Q. Shear said we really want to avoid doing this over again. And you guys are saying you want to leave the door open to do this all over again.

- ll. P. Coleman said the District is some what a quasi-county entity. The county formed it in the first place so I think the whole idea that the county commissioners would sue an entity that they are tangentially involved with, and one of their board members sits on the Board, there are some real political road blocks to that type of thing happening. Certainly, it's down to \$300,000 from \$1.8 million. The chances of that happening are certainly slimmer, but obviously that would be up to the various boards to what politically makes sense and what's in the best interest of the community and that sort of thing. I cannot predict. I haven't been given instructions to pursue legal action if you don't pay the money or sign this contract, but that's all I can say at this point.

- mm. Q. Shear said this language no way precludes the county from coming back for \$300,000 next year.

- nn. C. Springer said it just says we're not in dispute with each other.

- oo. Q. Shear said it just says we don't have to have a fight about it.

- pp. J. Justman said the thing to me is, a lot of it in my mind, is this isn't the run of the mill DOLA money. This came from a process that was in place, long before the FML existed. It is a separate, or different source of money that won't show up next year or five years from now. Unless there is another clean up some place where they withhold money, but that's probably not likely.

- qq. Q. Shear said the House specifically addressed giving this money to us, instead of the County in the House Bill. But it didn't have any, correct me if I'm wrong. The House bill gave the money to us, specifically the Anvil Points money to us, with no

- rr. C. McAnany said no restrictions as to how it would be spent.

- ss. Q. Shear said no restrictions on how it would be spent.

- tt. C. McAnany said and moreover the mineral district enabling act was amended to provide that the Anvil Points money was properly the type of money the district was able to receive and disburse. We have a disagreement to the county with respect to their special characterization of the Anvil Points money. From my standpoint it's not different from any other money the district gets.
- uu. Q. Shear said you feel the state made it pretty clear.
- vv. C. McAnany said the state made it very clear in the statute. That's why I think there shouldn't be a dispute. To be fair, or to be honest, I view this attempt to hedge the bets by purporting to reserve the potential to sue in the future as a face-saving measure on the part of the county. I understand there might be expedient reasons for wanting to do that, I just, as an advocate for the District and the District's counsel I don't think that's a good idea and it's not in the best interest of the District and my job to alert you to that.
- ww. J. Justman said but that legislation had no prohibitions. Other than the uncertain part where the county was, can we actually get federal mineral leasing money without an offset.
- xx. C. McAnany said John I would agree with you. When the legislation was enacted, we didn't; have the letter from the Solicitor's office at the Interior that said the Districts can make grants to counties without triggering an offset, we didn't have that information. And it's still not law-its still someone's interpretation and that could change tomorrow. But it was crystal clear when the Anvil Points money came to the District, the District would then be empowered to make grants with that money, in whatever way the District saw fit. But instead, when the county got the solicitor's opinion, we got a demand that said you have to give that money to us, and I respectfully disagree with that position.
- yy. C. Springer said to use Quint's description, leaving the door open on the \$324,000 is going to be an interesting question down the road. As it stands right now, we have protected the permanent fund, but we've blown up all grant applications for this entire year to get them that money. So that next \$324,000 request that comes along will be another question, are we willing to blow up grants cycles for next year to get them this \$324,000. WE don't know what's coming, so in my opinion we've done the best we can do with the facts that are in front of us with the money we have. We are not saying that the County can't apply for that money down the road, but to make this \$1.5 million act like a down payment, I am not in favor of.
- zz. J. Justman said the other thing we could do, is when we get the fall grant money, we don't have to put 50% of that money in the permanent fund, we could put in 10% or 20% or zero or anywhere in between and still have a smaller grant, for the community and the next money we could go back to that. We have that option every year. We aren't locked into 50% every year, that seems to be the popular number, but we don't have to do that.

aaa. C. Springer said exactly, and that's exactly my point John. I want this Board down the road to be able to make those decision without being harnessed to something that we do here today. Are we going to be able to put money in the permanent fund, yes or no? are we going to have grant cycles next year and how much are they going to be- yes or no? If we get this request from the county are we going to give them all or a portion of that special request-yes or no? That's a discussion I want to see that Board have then, not today. I don't want to set us up for failure.

bbb. J. Justman said I'm not saying we have to decide today, but when we did the permanent fund it was anywhere from zero to maximum of 50%. I mean that's the way the legislation is written, I believe.

ccc. C. Springer said right. But Patrick is saying that the county is not willing to have language in this agreement that in anyway, precludes them from demanding the rest of the money. That's what he said.

ddd. J. Justman said I'm not sure if he said demand or ask for a grant.

eee. C. Springer said it sounded like demand to me.

fff. P. Coleman said I do what my client tells me if I think it's ethically appropriate. I don't suspect you'll get another letter that's the Feb. 7th letter with the date change. I don't think the commissioners have thought far enough ahead to decide whether they would participate in your regular grant cycle and submit the application or request it in the form of a special grant in the same format, without the all the animosity and letters back and forth as this first one did. They certainly haven't indicated whether they would come back at all. I think part of it depends on what disburses to you all. If it's less than what you're expecting that might impact what the county commissioners do, if it's more than what you're expecting, I anticipate they may want to come back and ask for some or all of what the remaining balance of the Anvil Points money.

ggg. Q. Shear said Patrick and Chris, looking at this language, how do we assure the next request from the county comes by way of a normal request and not a demand, similar to what we have last time?

hhh. C. McAnany said I think the only way to do that is have an agreement that says the Anvil Points issue is resolved. The big question mark is the two people who aren't in the room here with us. The only thing I can think to do is I have an idea of what the District Board wants to do, from what you've said. If your inclination is to go that route is to approve the draft as modified with my recommended language and present it to the county commissioners and see what they say. If I need to go to their meeting to try and articulate the position of the Board just as Patrick has come to this meeting, I'm certainly happy to do that and be that as my function. I would be more than willing to do that and articulate the concern. That's the only thing I can think to do at this point. The other thing to do is to table this and get more clarification from Patrick's client as to whether a majority on the board will accept \$1.5 million with the caveat that it resolves all disputes

with the Anvil Points. That's as clear as I can make it. And see if they will. If they won't, we'll know where we stand.

iii. Q. Shear said Patrick is there a way the language can be changed to say the dispute is resolved that you do not give up the right to ask for the money in the future?

jjj. P. Coleman said I have no posed that to my clients.

kkk. Q. Shear said that particular language.

lll. C. McAnany said it's tough, it's either or.

mmm. P. Coleman said I can tell you at least one of the commissioners, I think will be adamantly opposed to weakening the county's position in that respect. Whether you call it face saving.

nnn. C. McAnany said I'm sorry Patrick, maybe that was a poor choice of words.

ooo. P. Coleman said I know what you're saying I don't see that happening. Certainly Commissioner Justman can speak for himself, but I don't know that me going back to them at this point and saying what do you think about this. Obviously, as you are all aware, the primary discussions involving a contract with a public board should occur in a publicly posted meeting. Our board has an informal policy they don't consider contracts that the other side hasn't approved, because they don't want to have to approve something and find out the other side makes changes and then they have to go back into another public meeting to consider the changed versions. Their instructions for me, after discussion at the public meeting, that is required by the open meetings law, I think it's highly likely they would sign the version you have before you today, without any additions suggested by Chris.

ppp. J. Justman said if I'm wrong just tell me. If we hadn't put any money in this permanent fund, we wouldn't be having this discussion, we'd be looking at giving the county \$1.8 million?

qqq. Q. Shear said I'm not sure. I can't answer.

rrr. C. Springer said that's a good question, John.

sss. J. Justman said if we hadn't put that money in the permanent fund we would have,, would most of this discussion be a moot issue, it would be yes we're giving them the money or no we're not giving them the money.

ttt. C. Springer said I sincerely doubt it. If the permanent fund didn't exist, and the District received the \$1.8 million windfall. In my mind, it would have been irresponsible of us to let that money sit in a checking account. More than likely, we would have expanded the

grant cycles in 2018 and the money would have been gone anyway. Because how much good does that money do just sitting in a checking account. It doesn't help anyone down the road, because again absent the permanent fund, I think we would have granted significantly more money in 2018. To answer your question.

uuu. J. Justman said we could have also, other than the permanent fund, there are other safe places besides a checking account we could have put that money into an interest-bearing account of some sort, so why didn't we do that?

wvv. C. Springer said well, when we receive the \$1.824 million if the county would have come to us and said hey, we think there is going to be a really good chance that we can get a determination from the Interior Department that there won't be a PILT deduction on this money. Just let it sit there because we want it. The Board would have very well acquiesced to that request, but this is the whole point-with that sentence. We're trying to put that behind us. We can talk about who did what, when and why they did it. We have been talking about it for five months now we have been talking about this and we are no-in my opinion, Chris is right. This needs to state that we don't have any disputes with each other anymore about the Anvil Points money. I don't think Quint's idea is a bad one. Add a comma, this does not preclude the county from applying for additional grant monies in the future. I don't want them to think the door is open, but I don't want us to think we've closed the door either. It's called reasonable people acting reasonably.

www. C. McAnany sometimes you have to call the question, it's up to the board how you want to debate it. One thing I heard Pat say, the county commission, likes to have the other party sign the contract when it's presented to them, so they know all they have to do is take it or leave it. Maybe the way to do that is to approve this agreement with the change, have the board sign it and submit it over there and see what they have to say. IF they just say no, at least we know the sentiment of the Board is. I'd be happy to go over to the meeting and talk to the commissioners if it would do any good. It might not.

xxx.C. Springer said would you read the revised statement them with Quint's inclusion.

yyy. C. McAnany said the parties agree the transfer of the funds specified in this agreement resolves all potential disagreements, if any, between them pertaining to any way the Anvil Points money. This agreement does not preclude Mesa County or the County from applying for grants in the future.

zzz.C. Springer said that catches the spirit of what we discussed last month.

aaaa. Q. Shear said we don't want to leave it open for grants or contracts?

bbbb. C. Springer said no, I think we've already litigated that-that it's grants.

cccc.C. McAnany said I suggest you approve the agreement that we add that language that I proposed at the end of section three and that we also strike that last language in recital

U that talks about the last sentence. That without either party waiving claims, defenses or rights. The point is to bring this to conclusion. And if you're ok with that I'll make that change and present that to Patrick, he can consider it with the board at the next meeting, or I mean you can sign it, present it to them and they will tell us if we like it or not.

dddd. C. Springer asked if there was a motion to that effect.

IX. Possible Approval of Contract for from Mesa County Federal Mineral Lease District to Mesa County Government for Mesa County Jail Construction Project.

- a. Q. Shear made a motion to approve the contract with suggested edits by Chris McAnany. J. Justman second.
- b. Voted. Q. Shear and C. Springer vote aye.
- c. J. Justman voted no.
- d. Motion passed.

X. Unscheduled Business.

- a. C. Springer asked if Benita had anything to say.
- b. Benita Phillips said no, she got it answered.

XI. Motion to adjourn from J. Justman, second by Q. Shear. Voted. Approved.

Meeting Adjourned at 3:06 p.m.