PARK COUNTY BOARD OF COMMISSIONERS
AGENDA
TUESDAY, MARCH 17TH 2026
1:00 PM CALL TO ORDER

Video

To join the meeting, click on the link below or copy and paste into your preferred web browser:

https://zoom.us/j/632627219?pwd=Q2gvUVEwd0JuQ0R3TE9qWE9LTk9kQT09

Audio
Upon joining the meeting, you will have the option to use either your computer mic and speakers for audio interaction, or participate by phone. If you are not using your computer speakers and mic to interact in the meeting, you may use the dial-option below:

Dial by your location
(669) 900-6833 US (Western US)
(929) 205-6099 (Eastern US)

Meeting ID: 632 627 219
Password: 04408
For the purpose of an accurate public record, you will need to identify yourself when you enter the meeting and when prompted

1:00 PM CALL TO ORDER

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

CONSENT ITEMS:

.I. APPROVAL OF VOUCHERS

.II. APPROVAL OF MINUTES

Documents:

Minutes 03102026.pdf

CONSIDERATION AND/OR DECISION ON THE FOLLOWING ITEMS:

.I. CONTINUED FROM MARCH 10TH, 2026; APPROVE/DENY FIRE ADAPTED BAILEY (FAB) - MOUNTAIN PINE BEETLE WATERSHED MITIGATION PROJECT

Documents:

0.App.FAB Mountain Pine Beetle Watershed Mitigation Project_Redacted.pdf

.II. PRESENTATION AND APPROVE/DENY OF HISTORICAL COLORADO STATE HISTORICAL FUND GRANT REQUEST AND BOCC LETTER OF SUPPORT FOR THE FOLLOWING EXISTING PROJECTS:

- PARIS MILL
- OLD COURTHOUSE

Documents:

Application Signature Page 5.2024 (1).pdf
BOCC Letter Courthouse.pdf
BOCC Letter Paris.pdf
DRAFT Old Courthouse _ History Colorado State Historical Fund _ Grant Request.pdf
DRAFT Paris Mill_ History Colorado State Historical Fund _ Grant Request.pdf

.III. APPROVE/DENY HUMAN SERVICES PROFESSIONAL SERVICE AGREEMENT WITH AWH FAMILY LAW LLC

Documents:

2026.02.27 PSA AWH Family Law LLC.pdf

.IV. APPROVE/DENY MASTER SERVICE AGREEMENT WITH UKG COMPANY

Documents:

UKG MSA.pdf

PUBLIC HEARING(S)

.I. COMMON PLAT AMENDMENT CASE #A25-0113:

- The applicant is requesting a common plat amendment to move the boundary line between lots 2277 & 2278, unit 44, of the Estates of Colorado Subdivision – addressed as 4254 Atila Rd, Hartsel. APPLICANT: Keith Parker, KPCO Holdings, LLC

Documents:

A25-0113 Application Packet_Redacted.pdf

.II. MINOR SUBDIVISION CASE #A25-0091:

- Property is a 33.56-acre parcel just south of Bailey on the south side of Highway 285, addressed as 19 County Road 64A. The applicant is requesting a subdivision into three lots for the purpose of creating a 0.22-acre lot for a proposed utility facility. APPLICANT: Bailey Water and Sanitation District

Documents:

A25-0091 Minor Subd Combined Staff Report-BOCC.pdf

.III. CONDITIONAL USE PERMIT CASE # A26-0007:

- Property is a proposed 0.22-acre parcel just south of Bailey on the south side of Highway 285, currently a part of a 33.56-acre property addressed as 19 County Road 64A. The applicant is requesting a conditional use permit for the proposed lot to allow a major utility facility in a commercial zone district. APPLICANT: Bailey Water and Sanitation District

Documents:

A26-0007 CUP Combined Staff Report-BOCC.pdf

.IV. CONSIDERATION OF ADOPTION OF 1041 REGULATIONS

Documents:

20260311 Park Co Water Project 1041 REDLINE draft.pdf
20260311 ATTACH A Water Project 1041 BOCC hearing draft CLEAN.pdf
Park 1041 PUBLIC NOTICE.pdf
Public Comment Packet_Redacted.pdf

PUBLIC COMMENTS

GENERAL GUIDELINES REGARDING MAKING PUBLIC COMMENTS

Documents:

General Guidelines for Public Speaking.pdf

GUIDELINES FOR REMOTE ATTENDANCE

Documents:

Guidelines for Remote Attendance.pdf

ADMINISTRATIVE SESSION

TIMES ARE APPROXIMATE. ITEMS MAY BE HEARD EARLIER OR LATER THAN SHOWN ABOVE.

NOTE: Items May Be Added To These Agendas Up To 24 Hours Before The Scheduled Time. Items May Be Deleted Or Cancelled At Any Time. Please Check Website www.parkcountyco.gov for most Updated Agendas. If You Need Further Information, Please Contact The BOCC (Board of County Commissioners) Office At: county.administration@parkcountyco.gov or call 719-836-4201.

PARK COUNTY BOARD OF COMMISSIONERS
MINUTES
TUESDAY, MARCH 10TH 2026
1:00 PM CALL TO ORDER

The meeting was called to order by Chairperson Wissel. Commissioners Amy Mitchell, Commissioner Jason Gemmer, Lucas Meyer County Manager, Nate Osterberg Legal Analyst was present and John Evans were present via zoom.

PLEDGE OF ALLEGIANCE

Invocation and the Pledge of Allegiance was led by Commissioner Gemmer.

AGENDA APPROVAL

Mitchell motioned to approve the agenda as written. Gemmer seconded, carried 3-0.

CONSENT ITEMS

.I. APPROVAL OF VOUCHERS
.II. APPROVAL OF MINUTES

Mitchell motioned to approve the vouchers for 3/10/2026 also approving the minutes for 3/3/2026. Gemmer seconded, carried 3-0

Documents:

1. 03032026 BOCC Minutes.pdf

CONSIDERATION AND/OR DECISION ON THE FOLLOWING ITEMS:

.I. APPROVE/DENY RESOLUTION FOR MINOR SUBDIVISION, RECOMMENDING APPROVAL TO SUBDIVIDE 2 PARCELS INTO THREE LOTS. THE SUBJECT PROPERTIES ARE DESCRIBED AS MS-8270A (PARCEL#90981) AND MS-8270B (PARCEL #90982) AND ARE ADDRESSED AS 6632 CO RD 12, ALMA, CO

- APPLICANT: JOSEPH HARRINGTON OF MINEWATER FINANCE LLC. CASE # A25-0110

Mitchell approved Resolution 2026-011 for Minor Subdivision, recommending approval to subdivide 2 parcels into three lots. The subject properties are described as MS-8270A (parcel # 90981) and MS-8270B (parcel # 90982) and are addresses as 6632 CO Rd 12, Alma, CO. Gemmer seconded, carried 3-0.

Documents:

1. Land use resolution - minor subdivide - case number A25-0110.pdf

.II. APPROVE/DENY LAND & WATER TRUST FUND PROJECT RECOMMENDATIONS:

- FIRE ADAPTED BAILEY (FAB) - MOUNTAIN PINE BEETLE WATERSHED MITIGATION PROJECT

Mitchell motioned to approve Fire Adapted Bailey (FAB) – Mountain pine beetle watershed mitigation project. Gemmer seconded, carried 3-0.

- PLATTE CANYON LITTLE LEAGUE (PCLL) - FIELD IMPROVEMENTS

James Kaskey presented

Gemmer motioned to approve the Platte Canyon Little League (PCLL) – field improvements 250K. Mitchell seconded, carried 3-0.

- LAND & WATER TRUST FUND LANDFILL CONTINGENCY

Lucas Meyer presented

Mitchell motioned that prior to each budget that the Land & Water Trust Fund Landfill Contingency Account be replenished annually. Gemmer seconded, carried 3-0.

Documents:

1. BOCC Rec Rept LWTF Packet 2.26.26 - REDACTED.pdf
2. 0.App.FAB Mountain Pine Beetle Watershed Mitigation Project_Redacted.pdf
3. 0.App PCLL Field Improvements_Redacted.pdf

.III. APPROVE/DENY PROPOSED PUBLIC WORKS WATER-TRUCK REBUILD

Nick Bredsnajder presented

Gemmer motioned to approve proposed Public Works Water Truck rebuild. Mitchell seconded, carried 3-0.

Documents:

1. Water Truck quotes.pdf
2. FINAL Municipal Lease Agreement.pdf

.IV. APPROVE/DENY RECOMMENDED COMMUNICATION SYSTEM FINANCING PROPOSAL WITH MOTOROLA SOLUTIONS, INC

Maria Mitchell presented

Mitchell motioned to approve recommended communication system financing over the 3 year payment option with Motorola Solutions Inc. Gemmer seconded, carried 3-0.

Documents:

1. BOCC staff report AXS Console.pdf
2. Park County AXS Lease Budgetary - Promo Included 2.9.26_Redacted.pdf

.V. APPROVE/DENY RECOMMENDED PROFESSIONAL SERVICE AGREEMENT RENEWAL WITH SOUTH PARK SITE STEWARDS INC

Mitchell motioned to approve recommended professional service agreement renewal with South Park Site Stewards Inc $24,980. Gemmer seconded, carried 3-0.

Documents:

1. 2026 SPNHA Agreement Notarized 2-16-26.pdf

.VI. APPROVE/DENY PARK COUNTY VOUCHER POLICY

Lucas Meyer presented

Mitchell motioned to approve Park County Voucher policy. Gemmer seconded, carried 3-0.

Documents:

1. Voucher Policy 2026 Final - unadopted.pdf

.VII. APPROVE/DENY RECOMMENDED REQUIREMENTS AND AUTHORIZED SIGNERS FOR THE CSU EXTENSION BANK ACCOUNT WITH TBK BANK "COUNTY OF PARK, PARK COUNTY EXTENSION" ACCOUNT ID "PUBLIC FUND FREE BUS XXXXXXXX9101:

- REQUIRE 2 SIGNATURES FOR AMOUNTS OVER $1000.00
- **REMOVE** TOM EISENMAN, AND BARBRA GARNETT
- **ADD** APRIL CHARBOT, BUDGET AND FINANCE DIRECTOR, ABBY SCHMIDT, PARK COUNTY EXTENSION SPECIALIST, LUCAS MEYER, COUNTY MANAGER AND BRANDON HEACOCK, ASSISTANT COUNTY MANAGER

Abby Willams presented

Mitchell motioned to approve recommended requirements and authorized signers for the CSU Extension Bank Account with TBK Bank “County of Park, Park County Extension” account ID “Public Fund Free Bus XXXXXXXX9101. Require 2 signatures for amounts over $1000.00, remove remove Tom Eisenman and Barbara Garnett and add April Chabot, Budget and Finance Director, Abby Schmidt Park County Extension Specialist, Lucas Meyer, County Manager and Brandon Heacock, Assistant County Manager. Gemmer seconded, carried 3-0.

PUBLIC COMMENTS

Lee Roberts
John McCanelly

Mitchell motioned to close Public Comments. Gemmer seconded carried 3-0.

ADJOURN

Mitchell motioned to adjourn the meeting at 2:07pm. Gemmer seconded, carried 3-0.

GENERAL GUIDELINES REGARDING MAKING PUBLIC COMMENTS
Documents:

1. General Guidelines for Public Speaking.pdf

GUIDELINES FOR REMOTE ATTENDANCE
Documents:

1. Guidelines for Remote Attendance.pdf

ADMINISTRATIVE SESSION

Park County Land & Water Trust Fund Application 11192025

01/17/2026 7:03 PM (MST)

Park County Land & Water Trust Fund Application

Purpose	Yes

The Land & Water Trust Fund is comprised of proceeds from a voter-approved 1% sales tax of specific goods and services to be used to help fund:
▪ THE PRESERVATION, PROTECTION, ACQUISITION, IMPROVEMENT AND MAINTENANCE OF PARK COUNTY'S REMAINING WATER RESOURCES, AND LANDS IN PARK COUNTY CONTAINING ASSOCIATED WATER RIGHTS AND WATER RESOURCES; and
▪ THE PRESERVATION, PROTECTION, ACQUISITION, LEASING, IMPROVEMENT AND MAINTENANCE OF WATER RIGHTS, WATER SYSTEMS/STRUCTURES, OPEN SPACE, AND WILDLIFE AND OUTDOOR RECREATION RESOURCES

I have read and agree	• Yes
Definitions	Yes

Open Space: Any area permanently prohibited from development and intended primarily for one or more of the following: passive and undeveloped recreational use,
preservation of rural and open character, protection of wildlife habitat, preservation of scenic views and natural features or environmental quality, and for other similar benefits and enjoyment for the general public.

Outdoor Recreation Resources: Areas that provide or may in the future provide opportunities for outdoor recreation. Outdoor recreation includes any activity conducted in an outdoor environment by the general public.

Water Resources: Sources of water that are useful or potentially useful to support human or natural resources, including consumptive and non-consumptive uses for agricultural, industrial, household, recreational, and environmental needs.

Water Rights: A specific amount of water adjudicated in water court for a specific use in a specific location.

Water Systems/Structures: Facilities used to treat, administer, and utilize water.

Wildlife: Terrestrial. avian and aquatic species except those determined to be domestic animals by Colorado Revised Statute.

I have read and attest that my project falls within the above definitions	• Yes
Application Information	Yes

Only COMPLETE applications will be considered by the Park County Land & Water Trust Fund. Complete applications

Requirements Include:

- One (1) PDF with electronic signature;
- Complete all sections of the application;
- All application forms must be signed and dated by the individual responsible for the completion of the project;
- Applicants that provide more than ten percent (10%) cash match of the cash total will result in a higher overall score. Cash matches may include:
    - U.S. currency;
    - Professional and Construction (contract) services; and
    - Purchase of equipment or materials having a cash value.
- Applicants MUST itemize in kind funding sources. In kind funding will be scored separately. Examples of in-kind funding include:
    - Donated material;
    - Volunteer labor and or professional services;
    - Travel;
    - Administrative expenses.
- All information must be typed;
- Incomplete or illegible applications will not be considered;
- The application must be received by the published deadline, four (4) weeks prior to the scheduled meeting. The deadline may be waived at the discretion of the Land & Water Trust Fund Board for emergencies;
- Applications selected for funding shall be considered a legal contract between the applicant and Park County and are therefore subject to a financial audit and on-site project inspections.
- All applications must be submitted via this electronic form.

Please include the following information with your application ***as it applies.***

Checklist to apply for LWTF grant funds:

1. Statement of paid taxes on property
2. Proof of ownership in the form of a recorded Warranty Deed.
3. Legal Description of the property
4. Map of the property
5. Any existing leases on the property including grazing, short- and long-term residential leases
6. Current proof of zoning of the property as determined by the Planning department and evidence that your project is compatible with the current zoning
7. The property is to be identified clearly with the address posted in accordance with Park County address requirements

Thank you for your interest and time!

I have read and attest that my project falls within the above Application Information	• Yes
Awards	Yes

All applications will be considered for funding, if the published criteria are met. The awarded grants in Park County are the responsibility of the Board of County Commissioners. The amount and number of grant awards varies from year to year, depending on the total funding pool and the number of applicants.

Please keep in mind that Park County receives a limited amount of funds available for distribution. When the Board of County Commissioners award the funds, an Agreement will be issued to the organization identifying the amount of funds received and the length of time the award will be held in the organization name. Please keep in mind for the purpose of project planning, it can take up to 90 days from the date the project is presented to the LWTF Board, to receive the effective date of the Agreement. Project's invoiced prior to the effective date will not be paid.

The award will be good through the end of the approved project schedule. If an extension is needed beyond the end of the project schedule, that request must be made in writing, and filed with an interim report by the next scheduled LWTF Board meeting.

To receive future funding for a grant request, a final report must be turned in no later than 90 days following the completion of the project.

I have read and understand the awards information	• Yes

Program policies and funding recommendations are based on the following criteria

Criteria Points
A benefit to Park County - 30
Project accessibility to the general public - 10
Matching cash funds - 20
In-kind services provided by the applicant organization or project supporters - 15
Complete and intelligible application, budget, and supporting documentation - 05
Project sustainability plan for funding ongoing maintenance and capital renewal - 05
Project type (Open Space, Outdoor Recreation Resource, Water Resource, Water Rights, Wildlife) - 15
TOTAL - 100

Organization name	Fire Adapted Bailey (FAB)
Organization address	P.O. Box 4, Bailey, CO 80421
Organization phone #	7193370292
Project Name	Mountain Pine Beetle Watershed Mitigation Project - Beetle Blitz!
Project Location (address or coordinates)	The Pine Beetle Mitigation Project will be implemented within the Upper South Platte River Watershed, with primary emphasis on the Rock Creek, Deer Creek and Elk Creek sub-watershed in Park County. The Upper South Platte Watershed is recognized as the highest-risk watershed in Park County due to its high likelihood of wildfire occurrence and severe post-fire impacts. Forest composition dominated by ponderosa pine and mixed-conifer stands, combined with steep terrain, creates a strong potential for high-severity fire behavior. In addition to elevated wildfire risk, the watershed exhibits high susceptibility to post-fire flooding and debris flows. Steep slopes, shallow soils, and granitic parent materials contribute to rapid runoff, increased sediment mobilization, and debris flow events following moderate rainfall. FEMA Hazard Mitigation Plans, U.S. Forest Service Burned Area Emergency Response (BAER) assessments, and Colorado Water Conservation Board (CWCB) studies consistently identify this basin as having elevated post-fire flood risk. The Rock Creek sub-basin is repeatedly identified as the highest post-wildfire risk area within the planning region. Project activities will occur within the service boundaries of the Platte Canyon Fire Protection District (PCFD), encompassing a critical forested corridor extending from Grant to east of Bailey. This corridor represents a highly developed wildland–urban interface (WUI) in Park County, Colorado, where dense forest conditions, steep terrain, and prior beetle mortality significantly increase wildfire hazard and the potential for damaging post-fire impacts to communities, infrastructure, and watershed resources. Deer Creek and Elk Creek are priority treatment areas within the Upper South Platte River Watershed, the highest-risk watershed in Park County due to elevated wildfire potential and severe post-fire hydrologic impacts. Both subwatersheds contain low slopes and broad valleys that historically provide floodwater storage and sediment attenuation. Deer Creek parallels County Road 43 through a wide valley that historically functioned as a beaver meadow complex. Remnant ponds and wetlands remain, but agricultural modifications, irrigation diversions, and channel simplification have reduced stream function. Below Rising Sun Road, approximately 14 roadway

	crossings are vulnerable to post-fire impacts. The lower basin enters a steep canyon with limited storage capacity and a small community near the County Road 72 crossing. Elk Creek contains depositional meadows in the upper basin and along North Elk Creek, with opportunities for floodplain restoration. Channel degradation is present where irrigation diversions and ponds have altered natural function, and several crossings are susceptible to flooding and sedimentation. The lower Elk Creek corridor flows through a steep canyon with dense residential development, including Indian Springs Village, where exposure to flood and debris hazards is high. These characteristics make Deer Creek and Elk Creek critical locations for proactive mitigation to protect communities, infrastructure, and watershed function.
Contact person	Keith Doubleday
Contact address	P.O Box 4, Bailey, CO 80421
Contact phone #	[redacted]
Contact Email Address	[redacted]

Project Schedule

Estimated Project Start Date	04/01/2026

Project Milestones

Planning & Investigation	Comprehensive conceptual planning has established a strategic framework to mitigate mountain pine beetle impacts across the targeted watershed areas. Each priority site will undergo a detailed, site-specific assessment to evaluate the extent of infestation, vulnerability to prevailing wind patterns that may accelerate beetle dispersal during summer months, and projected increases in forest fuel loads. These data-driven evaluations will inform the implementation of targeted, ecologically sound treatments designed to reduce wildfire risk, limit further beetle spread, and enhance long-term watershed resilience and ecosystem health. Each site assessment conducted will prioritize beetle kill located inside the Rock Creek, Deer Creek and Elk Creek watershed locations.
Design	This project employs a two-phased design strategy rooted in the mountain pine beetle lifecycle to maximize impact and operational efficiency. • Phase One targets the removal and treatment of trees recently infested by beetle larvae. This work is timed to occur before larval maturation and flight, reducing the risk of further spread and supporting immediate forest health interventions. • Phase Two focuses on the removal of “Red and Dead” trees—those previously infested but no longer hosting active beetle populations. These trees can be safely harvested during the beetle flight window without contributing to re-infestation. Where possible , these trees will be run through the masticator . For larger trees, these will be limbed and decked for firewood removal. Depending on the terrain, crews will attempt repurpose harvested trees for erosion control measures across the watershed, strengthening landscape stability and reducing vulnerability to severe erosion during future storm and post-fire events.

	This phased approach balances urgent mitigation with long-term water resource stewardship, aligning forest health goals with wildfire risk reduction and community resilience. Based on the requirements of the property needs, the process of augmenting the hardening of beetle removal will be suggested to property owners through the identification of various chemical deterrents - depending on the property needs.
Bid/Procurement	N/A
Construct	N/A
Intermittent Funding Request Milestone(s)	This proposal is structured as a one-year base term with an optional second-year extension. If the option year is exercised, additional intermittent funding will be required to support continued project activities during the second term. Year 2 option commitment is 90 days prior to the end of the Year term.
Intermittent Project Update Report Milestone(s)	Project progress and key outcomes will be reported to the Land and Water Trust Fund (LWTF) board on a four month cycle in alignment with regularly scheduled LWTF meetings to ensure timely communication, accountability, and transparency throughout the project lifecycle. Reports will summarize completed mitigation activities, resource utilization, financial expenditures, and community engagement outcomes.
Expected Completion Date	04/01/2028
Final Funding Request	609713
Mid-Project Review	04/01/2027
Final Report & Presentation	05/30/2028
Provide a brief description of the project scope and nature	This project aims to reduce wildfire risk in the Upper South Platte Watershed by mitigating Mountain Pine Beetle infestations that contribute to increased forest mortality and hazardous fuel accumulation. Treatment efforts will be strategically focused within the Rock Creek, Deer Creek, and Elk Creek sub-watersheds. The Upper South Platte Watershed is recognized as the highest-risk watershed in Park County due to its high likelihood of wildfire occurrence and severe post-fire impacts. The project area aligns with the Fire Adapted Bailey charter and lies within the Platte Canyon Fire Protection District in Park County. Guided by subject matter experts, the project will implement targeted, site-specific mitigation strategies that account for infestation severity, vulnerability to prevailing wind patterns that may accelerate beetle dispersal during summer months, terrain variability, and coordination with participating property owners. Implementation will follow the two-phased approach outlined in the Design section of this application to ensure seasonally appropriate timing, operational efficiency, and measurable community benefit. In addition to on-the-ground forest health treatments, the project will provide community education and outreach to equip residents with the knowledge and tools needed to identify beetle activity, adopt defensible practices, and take proactive measures to limit further spread and associated wildfire risk. This will safeguard the watershed through prevention and is a maintenance effort to ensure our future water resources. This project is proposed as a one-year initial commitment, with options for a second year. Two Year Two options are offered for consideration. The first option includes the purchase of expanded equipment and associated resources. The second option maintains operations at the Year One level and does not include additional

	equipment. Selection and approval of a Year Two option must be secured no later than 90 days prior to the conclusion of the Year One term.
What is the need for the project?	The Upper South Platte River Basin represents the highest post-wildfire risk area in Park County due to the convergence of steep, erosion-prone terrain, elevated burn probability, and direct hydrologic connectivity to downstream population centers and critical water supply infrastructure. Following a wildfire event, the watershed is expected to experience accelerated runoff, increased sediment transport, debris flows, and channel instability, significantly elevating the risk of roadway damage, water quality degradation, and infrastructure failure. Because this watershed supports essential municipal and regional water resources and includes densely developed corridors, post-fire impacts extend well beyond localized effects and pose substantial regional economic and public safety risks. Proactive mitigation within this basin offers a high return on investment by reducing the likelihood of downstream reservoir sedimentation, emergency road closures, and long-term water treatment costs. Within the North Fork planning area, Rock Creek has been identified as the highest-risk watershed due to extreme projected hydrologic response and susceptibility to debris flows. Modeling indicates an average ten-fold increase in post-fire peak flows across subbasins, combined with slopes exceeding 30 percent. These conditions substantially limit natural attenuation, increase flow velocity, and intensify erosive potential. Debris flow modeling consistently ranks Rock Creek as the highest hazard watershed in the planning area, with multiple tributaries posing direct threats to residential communities, private property, and U.S. Highway 285. Alluvial fans, confined channel transitions, and undersized drainage crossings further elevate infrastructure vulnerability. Sediment delivery also poses downstream risks to Strontia Reservoir, increasing long-term concerns related to water quality and storage capacity. This watershed is repeatedly identified by FEMA, U.S. Forest Service Burned Area Emergency Response (BAER) assessments, and Colorado Water Conservation Board (CWCB) studies as having elevated post-fire flood and debris flow risk. The communities of Bailey and surrounding developments face compounded vulnerability due to their proximity to debris flow pathways, limited evacuation routes, and exposure of drinking water infrastructure and essential public services. Without targeted mitigation, post-fire events in Rock Creek, Deer Creek, and Elk Creek sub-watersheds could rapidly isolate communities, disrupt regional transportation networks, and generate significant emergency response and long-term recovery costs. Both Deer Creek and Elk Creek currently provide some natural flood and sediment attenuation; however, low base flows mean modest post-wildfire runoff increases could create hydrologic hazards and reduce resilience. Agricultural channel modifications in Deer Creek further increase vulnerability by limiting floodplain connectivity and storage capacity. In Deer Creek, projected post-fire flow increases may destabilize channels and overwhelm approximately 14 vulnerable road crossings. While debris flow risk is generally low outside the lower canyon, sediment transport could affect downstream values-at-risk. High erosion potential in the upper basin reinforces the need to maintain and rehabilitate the valley reach. In Elk Creek, reduced upper-basin storage following wildfire may increase downstream flows. Degraded middle reaches and vulnerable crossings heighten flood and sediment risks. The lower canyon presents the highest hazard due to confined channels, steep terrain, and dense development. Tributary channels are prone to debris flows following high-severity burns, placing Indian Springs Village and Sphinx Park at elevated risk. Targeted mitigation is necessary to reduce wildfire severity, protect vulnerable communities and transportation corridors, stabilize watershed processes, and prevent long-term water quality and infrastructure impacts.
How does the project align with the	This project directly advances the voter-approved mission of the Park County Land

voter approved use of funds?	and Water Trust Fund to “preserve, protect, improve, and maintain Park County’s water resources and lands containing associated water rights and water resources” by reducing wildfire risk within priority watershed areas. This project is maintenance and upkeep of our water resources in park county. The region has experienced historic wildfire impacts that have negatively affected watershed function and landscape stability. Strategic removal of beetle-killed trees, implemented through the two-phased approach outlined in the Design section of this application, will directly reduce existing and future hazardous fuel accumulation. These actions will strengthen forest resilience to wildfire and climate-related stressors while preserving the natural systems that support regional biodiversity, watershed health, and water quality. In addition to on-the-ground mitigation, the project incorporates a comprehensive education and outreach component designed to engage landowners and residents as active partners in forest stewardship. Through targeted training and outreach, community members will gain the skills to identify beetle activity, participate in suppression and prevention efforts, and contribute to long-term landscape sustainability. This integrated approach reflects the Trust Fund’s commitment to conservation, public benefit, and proactive land and water resource management.
Please describe the return on investment of Land & Water Trust Funds to Park County	Reducing Mountain Pine Beetle infestations directly decreases the volume of dead and dying trees that contribute to hazardous wildfire fuel loads. By lowering the intensity, spread potential, and frequency of wildfires, Park County can substantially reduce emergency response expenditures, infrastructure damage, and private property losses. Proactive mitigation also limits secondary impacts such as post-fire flooding, sedimentation, and long-term water quality degradation—costs that often far exceed initial prevention investments. National data reinforce the financial value of mitigation. FEMA estimates that every $1 invested in hazard mitigation yields an average savings of $6 in future disaster-related costs, demonstrating a strong return on public investment and validating the economic effectiveness of early intervention strategies. Examples of historical events in a neighboring region further illustrate the magnitude of avoided costs. Following the 1996 Buffalo Creek Fire and the 2002 Hayman Fire —both of which burned upstream of Strontia Springs Reservoir, a critical Denver Water facility serving approximately 80 percent of the city’s water supply— subsequent storm events transported sediment, ash, and debris into the reservoir. This contamination reduced storage capacity, degraded water quality, and disrupted system operations. Denver Water ultimately expended more than $27 million in recovery costs from these two events alone. These examples demonstrate that strategic investment in forest health and wildfire mitigation protects critical natural resources while preventing costly emergency response, infrastructure repair, and long-term utility impacts. By reducing fuel loads and strengthening watershed resilience, this project delivers measurable economic, environmental, and public safety benefits—maximizing the return on Land and Water Trust Fund investments for Park County taxpayers.
Please list and provide supporting documents (as attachments) including photos, drawings and maps	LWTF Propoosal_January 2026_Introduction Letter.docx Pine Beetle Budget Spreadsheet_LWTF Grant_Detail_01172026.xlsx
Who is the Property Owner and have they approved or when is approval anticipated for this project?	Individual property owners will be asked to sign a participation waiver authorizing the project team to assess and treat beetle-infested trees on their land. Owners may self-identify by contacting a published phone number or email address associated with the project. In addition, the project manager will proactively reach out to neighboring property owners within identified infestation zones to encourage coordinated participation. This clustered approach enhances logistical efficiency, reduces equipment transport costs, and maximizes the impact across contiguous

	forested areas. Properties will be graded for priority based upon proximity to the watershed locations.
Accessibility to the public (provisions for the disabled, location, hours, etc.)	N/A
Does this entity plan to complete any portion of this project?	This project leverages the operational expertise of the Platte Canyon Fire Protection District in partnership with Fire Adapted Bailey, a 501(c)(3) nonprofit organization dedicated to advancing healthy, resilient forest landscapes. Collaboration with an established nonprofit ensures proven financial stewardship, regulatory compliance, and cost-effective use of grant resources. Fire Adapted Bailey provides transparent fiscal management, accountability in fund allocation, and efficient deployment of funds toward direct forest health and wildfire mitigation activities. Fire Adapted Bailey also has the unique capability of representation for each neighborhood in the project scope on their board. This partnership model maximizes financial efficiency and program effectiveness, ensuring that each dollar invested directly supports measurable outcomes that reduce risk to critical watersheds by addressing hazardous fuel accumulation resulting from Mountain Pine Beetle infestation.
If so, does the entity's role require any county or state licensing or insurance (e.g. general contracting)?	• No
How will the LWTF contribution be recognized during the project (e.g. Thank You Park County Voters banner/signage) and at the completion of the project (e.g. Dedication/Contribution Plaque)?	This project proudly acknowledges the Land Water Trust Fund (LWTF) and the Park County Government for their generous support and commitment to community wildfire resilience and watershed health. Their financial contribution will be prominently recognized through a multi-channel outreach and visibility campaign designed to showcase their leadership in sustainable land and water management. Public Recognition Efforts: Media and Community Outreach: LWTF and Park County will be featured in social media posts, email newsletters, local newspaper articles, and on Conifer Radio segments highlighting project milestones and community impact. Website and Digital Recognition: The Fire Adapted Bailey (FAB) website will host a dedicated section acknowledging LWTF and Park County's partnership, including project updates and links to related community resources. On-Site Signage: Sign boards will be placed at active mitigation sites, displaying thank-you messages to the LWTF and Park County voters. Each sign will include a QR code linking to sponsor information, project progress, and opportunities for additional community-supported mitigation projects. Educational Outreach: Workshops will be held for local organizations, chambers of commerce, and community groups, focused on beetle infestation identification and proactive forest management—highlighting the role of LWTF and BOCC for funding in making these events possible.
Has this entity had previous funds awarded, and if so, is there a final report on file?	Fire Adapted Bailey has been managing a project for the identification and proposed opportunities to support the Fire Suppression Ponds project with the LWTF. The initial phase of this project was successfully completed. Working in collaboration with Platte Canyon Fire District (PCFD), fifteen potential parcels were identified within the district. A grant from LWTF was secured to advance the effort, enabling engagement with a water rights law firm to negotiate participation with property owners. These discussions led to a reduction in the number of viable parcels. This

	research led to a second phase where W.W. Wheeler, Inc. was contracted to conduct technical studies to assess each parcel's suitability for fire suppression as part of this second phase. This second phase is also nearing completion. Following this evaluation, the list was refined to eight qualified parcels, marking a strategic and data-driven conclusion to the identification phase. This initial phase was completed and a final report was completed and submitted.
Please describe the on-going maintenance plan for this project	The project's objectives are to significantly reduce active infestations while equipping landowners with the knowledge and tools needed to manage forest health and prevent future outbreaks. Educational materials hosted on the Fire Adapted Bailey (FAB) website will support this outreach effort, and FAB will ensure that content remains current while leveraging emerging technologies to expand access and distribution. Removal of "red and dead" trees will strategically thin overcrowded stands, promote healthier forest conditions, and reduce both beetle populations and wildfire risk. Mountain pine beetles preferentially attack trees weakened by overcrowding, drought, and other environmental stressors, making proactive stand management a critical prevention strategy. The proposal also includes an option to extend project activities into a second year, if exercised, with the potential to enhance operational effectiveness through targeted equipment investments in Year 2. Continued focus on these mitigation strategies, combined with pursuit of future grant opportunities, will further strengthen long-term efforts to suppress beetle populations and improve forest resilience.
Land & Water Trust Fund Request	609713
Applicant/Partner cash match	43500
Cash total (grant request plus applicant cash match)	653213
Value of in-kind services (provide documentation)	774452
Project Total Budget	1427665
Applicant Cash Match Percent of Total Cash	4

If the project was developed using Tasks or Phases, please categorize the budget on the following page by Task or Phase. Rows may be added as needed to each budget category.

If more than one partner is contributing to the budget, you may add columns for each or use a total for the chart and list each partner's contribution separately under the budget narrative.

Please download the Project Income/Expenditure Sheet, complete and upload as an attachment below.

LWTF Income & Expenditure Worksheet

Please attach Project Income and Expenditure Sheet	Pine Beetle Mitigation_LWTF Budget Sheet_01172026.xlsx

Without repeating information provided elsewhere, please describe any additional information regarding each expense and related income source. Please attach any additional back up documentation that has not been already provided.

Consultants and/or Contractors	Platte Canyon Fire District brings over 20 years of proven success in executing both small- and large-scale fire mitigation projects. The crew designated for this project will be dedicated to this watershed mitigation project and are not part of the core

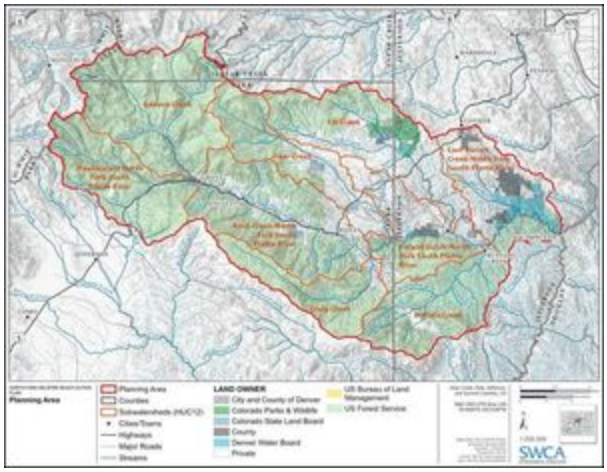
	firefighting crews deployed by the district, removing any impact of resource overutilization. All personnel are highly trained and experienced in wildland firefighting, providing specialized expertise that directly enhances mitigation effectiveness and safety. Professionally trained sawyers and saw teams ensure efficient production rates and the capability to safely remove complex and hazardous trees. Crews possess a deep understanding of how wildland fire behaves across diverse landscapes, enabling high-quality, strategically informed mitigation work. Experienced operators maintain and utilize equipment effectively, maximizing return on investment while maintaining a safe, productive work environment. Platte Canyon Fire District has earned a strong reputation for professionalism and trust when working with private landowners—an essential attribute for the community-based nature of this project. PCFD also applies best management practices for Mountain Pine Beetle (MPB) mitigation, including accurate identification and proper disposal of infested trees. A robust and flexible workforce ensures uninterrupted operations, with personnel available to rotate as needed to maintain project continuity. Contracted services will supplement operations as necessary, primarily for arborist-level work such as climbing and sectioning trees that cannot be safely felled from the ground or to complete time-sensitive mitigation tasks to prevent beetle spread. The Project Manager for this project brings over 12 years of large-scale project management experience in the Rocky Mountains, with a proven record of delivering complex, high-value projects. This will be a dedicated full-time position for this project. His background includes managing an $8 million project in Breckenridge and a $2 million project in Winter Park, demonstrating strong capabilities in scheduling, logistics, and coordination in challenging mountain environments. His experience managing subcontractor teams on projects valued between $15 million and $61 million — involving engineers, architects, and multiple stakeholders — focusing on a comprehensive project roadmap designed to deliver mutual benefits for all partners and maximize value for community taxpayers.
Equipment Rental or Purchase	Equipment required for the initial year of the project will be provided as an in-kind contribution through the partnership with the Platte Canyon Fire Protection District (PCFD). PCFD will supply critical logistical and operational support, including two Full size skid steers, X1 mini skid steer, Attachments (masticator, rotating log grapple with winch, brush rake, tree sheers, bucket), 15” rubber tracked chipper with winch, 21” wheeled chipper with winch and loading grapple and Chainsaws. A high-capacity chipper truck will enable safe and efficient removal of woody material from sites where on-site broadcast is not feasible. Trucks and trailers to move equipment. The proposal also includes an option for a second project year, which would allow for the acquisition of dedicated equipment to further enhance operational efficiency, treatment capacity, and long-term project effectiveness.
Materials, Supplies and Fees	The consumables for this project will primarily include fuel, lubricants, protective gear, and routine maintenance supplies necessary to sustain safe and continuous operations in the field. Gasoline and oil are essential for powering chainsaws, chippers, skid steers, and other heavy equipment used in tree removal and mitigation activities. Regular maintenance—such as oil changes, filter replacements, blade sharpening, and hydraulic system checks—is critical to ensuring that both purchased and loaned equipment remain in optimal working condition throughout the duration of the project. As this project is leveraging shared equipment from PCFD, funds have been planned in this category to accommodate additional service required to keep this equipment in operational condition for effective deployment.

	In addition, personal protective equipment (PPE) such as helmets, gloves, eye and ear protection, chaps, and high-visibility clothing will be required to maintain compliance with OSHA and wildland safety standards. Ensuring that all personnel are properly equipped not only protects the crew but also contributes to project efficiency by reducing the likelihood of injury or downtime. These consumable and maintenance costs, while recurring, represent a relatively small but essential portion of the overall budget. Investing in these items ensures that the team can operate safely, maintain consistent productivity, and protect the integrity of all equipment—whether owned, contracted, or lent—throughout the project lifecycle.
Property Acquisition	N/A
Mileage (Prefer applicant and partners provide cash & in-kind)	The Platte Canyon Fire District (PCFD) will provide critical transportation and logistics support for this project, ensuring the timely mobilization of personnel, equipment, and materials to each designated mitigation site. This support will be contributed in-kind, leveraging existing district resources, vehicles, and staff expertise to enhance operational efficiency and reduce overall project costs. In addition, Fire Adapted Bailey (FAB) will provide outreach and coordination travel as part of its community engagement responsibilities. These in-kind contributions—covering staff time, vehicle use, and logistical coordination—are essential to project implementation but are not included in the formal in-kind contribution totals reflected in the project budget, ensuring clear and transparent accounting of grant-eligible costs. To facilitate on-the-ground engagement with property owners, the project budget includes mileage reimbursement for project personnel conducting initial site assessments, resident consultations, and progress inspections at mitigation locations. This expense ensures that project staff can maintain regular contact with participating landowners, monitor progress efficiently, and provide ongoing technical guidance throughout the mitigation process. Through this combination of in-kind logistical support and targeted reimbursable travel, the project will maintain high levels of coordination, accountability, and field effectiveness—maximizing the impact of grant funding while minimizing administrative overhead.
Administrative Expenses (Prefer applicant and partners provide cash & in-kind)	Fire Adapted Bailey (FAB) will play a central role in supporting this project through comprehensive outreach, education, and community coordination. FAB will develop and distribute informational and educational materials designed to inform residents about the Mountain Pine Beetle mitigation process and its benefits to forest health and wildfire risk reduction. To ensure broad public awareness and participation, FAB will partner with local community organizations, including homeowners' and property owners' associations (HOAs/POAs), the local chamber of commerce, and professional societies. These partnerships will help extend the project's message to a wider audience and foster active community involvement. FAB will also lead all marketing and communications activities using in-kind labor, leveraging its existing communication platforms and community relationships to promote project milestones, share success stories, and encourage continued engagement. In addition, FAB will coordinate local volunteer participation, collaborating with Firewise communities and other local organizations to expand the reach and efficiency of mitigation efforts. By mobilizing community volunteers and aligning

	resources, FAB will help ensure the project achieves maximum impact and long-term sustainability.
Other	Fire Adapted Bailey (FAB) will serve as the lead entity for public outreach, education, and communications in support of the Pine Beetle Mitigation Project. FAB will implement a comprehensive communication strategy designed to increase public awareness, encourage homeowner participation, and foster long-term community resilience to watershed threats and wildfire risk. To achieve these objectives, FAB will develop and disseminate informational materials through multiple outreach channels, ensuring broad accessibility across the project area. This includes traditional mail campaigns, digital communication tools such as website content and targeted email outreach, and a staffed call response system to address resident inquiries. FAB will also leverage external professional resources to support content creation, design, and distribution of materials, as needed, to maintain high-quality and effective communication products. FAB will actively participate in regional and community events—including Cowboy Christmas, Bailey Days, and local Chamber of Commerce gatherings—to provide direct engagement opportunities with the public. These events will serve as key platforms for disseminating information on project goals, homeowner responsibilities, and the collective benefits of proactive beetle mitigation. To ensure strong fiscal management, FAB will retain a qualified accountant or bookkeeper responsible for maintaining financial records, tracking expenditures, and preparing required reports in accordance with grant and auditing standards. This oversight will ensure transparency, compliance, and responsible stewardship of grant funds. As part of its integrated mitigation strategy, FAB will suggest the use of approved chemical beetle deterrent solutions to landowners on select properties where supplemental protection is warranted. This will be coordinated using in-kind labor contributions and materials procured from certified suppliers to ensure compliance with environmental and safety regulations. Through these coordinated outreach, administrative, and technical efforts, FAB will enhance and maximize the overall effectiveness of the Pine Beetle Mitigation Project.
Is the landowner a Park County Resident?	• Yes
Is this project a Conservation Easement with Deeded water rights?	• No

Please attach the following checklist items. If an item does not apply to this project write N/A.

Statement of paid taxes on property	N/A
Proof of ownership in the form of a recorded Warranty Deed.	N/A
Legal Description of the property.	N/A

Map of the property.	Map of focus watershed location for this project in the Upper South Platte Watershed.
Attach Map	
Any existing leases on the property including grazing, short and long term residential leases.	N/A
Current proof of zoning of the property as determined by the Park County Planning department and evidence that your project is compatible with the current zoning.	N/A
The property is to be identified clearly with the address posted in accordance with Park County address requirements.	N/A

I, the undersigned, certify that:

1. I have been authorized by the organization named in this application to administer the Trust Fund Grant, if awarded;
2. To the best of my knowledge, all information contained in this application is true and accurate;
3. The Land and Water Trust Fund's investment will be recognized during the project (e.g. Thank You Park County Voters banner/signage) and at the completion of the project (e.g. Dedication or Contribution Plaque) as agreed upon;
4. A final report, as an electronic document, will be furnished to the Land and Water Trust Fund Board, including lessons learned on the project, to be prepared and submitted to Park County for publication on its website;
5. Report and presentation will be presented within 90 days of the scheduled finish date and an 11-Month Review as stated above for the project described herein; and
6. All required reporting forms will be furnished in a timely manner to be considered for future funding

I Certify and Understand	• Yes
Representing (Applicant Organization)	Fire Adapted Bailey (FAB)
Contact Person (typed or printed)	Keith Doubleday
Contact Person (signature)	

Date	01/17/2026

State Historical Fund
History Colorado

History Colorado State Historical Fund Application Signature Page

Applicant Organization

_____ _____

Signature of Legally Authorized Representative
Please sign in blue ink or Sign digitally in Adobe

Date

_____ _____

Printed Name

Title

Property Owner, *if different than Applicant Organization*

_____ _____

Signature of Legally Authorized Representative
Please sign in blue ink or Sign digitally in Adobe

Date

_____ _____

Printed Name

Title

Government Official – Private owner/entities must obtain either a signature or a Letter of Support from a local government official.

_____ _____

Signature of Legally Authorized Representative
Please sign in blue ink or Sign digitally in Adobe

Date

_____ _____

Printed Name

Title

March 17th, 2026

Marci Gantz
Director, History Colorado
State Historical Fund
1200 Broadway
Denver, CO 80203

Dear Ms. Gantz,

The Park County Board of Commissioners thanks the State Historical Fund for its generous and continuing support of Park County's historic preservation program.

As a centerpiece of Fairplay's downtown, the Old Park County Courthouse is an important preservation project for the county. This project began with a planning grant to produce construction documents focused on making the Old Courthouse accessible to all. The proposed scope of work will move us toward the realization of this goal. Community interest and participation is high, with excellent local participation in public meetings. Furthermore, a high degree of enthusiasm for and investment in the project has been demonstrated by the contractors themselves.

Park County is now asking for continued financial support from the State Historical Fund to maintain the project's forward momentum and complete this first phase of construction to make the Old Courthouse accessible. The completion of this project will stand as an example of community, county, and state cooperation and will provide current and future generations with access to one of Colorado's key historic buildings.

Respectfully,

Park County Board of County Commissioners

_____
David Wissel

_____
Amy Mitchell

_____
Jason Gemmer

March 17th, 2026

Marci Gantz
Director, History Colorado
State Historical Fund
1200 Broadway
Denver, CO 80203

Dear Ms. Gantz,

The Park County Board of Commissioners thanks the State Historical Fund for its generous and continuing support of Park County's historic preservation program.

As Park County's flagship preservation project, the Paris Mill rehabilitation has largely been made possible by financial support from State Historical funds. Community interest and participation is high, with excellent local participation in public meetings. Furthermore, a high degree of enthusiasm for and investment in the project has been demonstrated by the contractors themselves.

Park County is now asking for continued financial support from the State Historical Fund to maintain the projects forward momentum and complete the next phase of planning and stabilization at the mill. The completion of this multi-year rehabilitation of the Paris Mill will stand as an example of community, county, and state cooperation and will provide current and future generations with a unique window into one of Colorado's key historic industries.

Respectfully,

Park County Board of County Commissioners

_____
David Wissel

_____
Amy Mitchell

_____
Jason Gemmer

The Board of County Commissioners of Park County

GRC: Kate McCoy
Funding Request Name:

Status Proposal Draft

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***Note:** The system does not autosave. Be sure to **Save** your work as you go.*

Questions about the grant application? Please refer to the SHF Guidebook or email SHF staff at hc_shf@state.co.us.

History Colorado State Historical Fund is committed to providing equitable access to our grants to everyone. If you require an accommodation to fill out the grant application, please view History Colorado's accessibility statement to make an accommodation request, or contact hc_shf@state.co.us.

Organization Information

Applicant Organization Representative
This individual is the legal contact between the State Historical Fund and the Applicant organization, and should have the legal authority to sign contracts.

Grant Recipient Contact
This individual will be the primary point of contact between the State Historical Fund and the grant recipient organization throughout the project. Private owners can not be the grant recipient contact.

Applicant Organization Name*	The Board of County Commissioners of Park County
Grant Recipient Contact*	Kate McCoy
Applicant Organization Representative*	David Wissel
First Time Applying?*	No

Conflict of Interest (COI)

Please read the current State Historical Fund Conflict of Interest Policy by clicking here.

Once you have read the document, please select the appropriate response below.

Confirm COI Policy*	I understand the updated Conflict of Interest Policy.

Organization Details

Confirm the following items on your organization profile are up-to-date. If additions or edits are needed, please update your details via the Organization subheading in the left navigation menu.

Grantee Organization Name: The Board of County Commissioners of Park County

Organization Doing Business As (DBA):

Street Address 1: PO Box 1373

Street Address 2:

City: Fairplay

Country: United States

State/Province:

County:

Postal Code (Zip): 80440-0220

Phone: 845-430-0229

Extension:

Email: kate@kmhpconsulting.com

Website:

Tax ID / EIN: 84-6000792

Organization Type: Public Entity

I confirm that I have reviewed and/or updated our organization details.	Yes

Property Information

Is the property owned by the Applicant Organization?*	Yes

Property Details

Property/Resource/Site Current Name*

Insert Name Here*	Park County Old Courthouse Building

What is the street address of the property or site? (Example 123 Main Street)
For projects without an address, multiple addresses, or classified location, please write N/A.

Street Address*	418 Main Street
City/Town*	Fairplay

Property must be in the state of Colorado.

State*	Colorado
County*	Park
Postal Code*	80440

Resource Historic District Name*

Please list the name of the historic district. If this does not apply to your project, please fill in with N/A.

Historic District*	N/A

Property/Resource/Site Historic Name*
Property historic name can be found on the state or national nomination form or certification of local designation.

Site Historic Name* Park County Courthouse

Resource Site Number* (e.g., 5DV.1234)
If you do not know the Smithsonian site number for your property, contact the Cultural Resource Support Services office at 303-866-3392. If this does not apply to your project, please fill in with N/A.

Site Number* 5PA.25

Resource Period of Significance*
Provide period(s) of significance as listed in your historic designation. NOTE: Some older or local nominations may not include a period of significance, type N/A if this does not apply.

Period of Significance* N/A

Historic Designation*
Select all levels of designation that apply to the property. Please note that designation is required for all Acquisition & Development grant projects.

Select the appropriate designations and then click the right arrow (>) to move your selections to the right selection pane.

Historic Designation* National Register of Historic Places

Designation Area*
If the property is historically designated, indicate the general boundary of the designation (i.e., the building footprint only, the building and surrounding property, or if the building is contributing to a historic district). If you are unsure of the designation boundary, please contact State Historical Fund staff at 303-866-2825. NOTE: SHF cannot fund work outside the designation boundary.

Designation Area* Building and Surrounding Area

Legal Details

Contact your County Assessor or visit Colorado Public Records Online Directory if you do not have the property's legal description.

Legal Description*

T09 R77 S33 NE4 FAIRPLAY BLOCK 17 ALL

Legislative District Details

In 2021, new Colorado state legislative districts were drawn. Your district may have changed, please verify! Select legislative districts where the property/resource is located. If project benefits the entire state, select Statewide.

Don't know your Colorado legislative districts? Click here.
Don't know your U.S. Representative district? Click here.

CO State Senate District* S-04

CO State House District* R-13

US Representative District* US-07

Full Proposal

Project Information

Project Title*
Please give us a brief title that explains what you want to do. Examples are: Interior Restoration, Exterior Rehabilitation, Cultural Resource Survey, Construction Documents, etc.

Project Title* Old Park County Courthouse: Basement Interior Rehabilitation and ADA Access

Brief Project Summary*
Expanding upon the Project Title, please summarize the proposed project. Please include the applicant organization, property name, and a brief summary of the proposed work.
Brief Summary of Project*

The Park County Board of County Commissioners proposes to reconfigure the basement of the Old County Courthouse in Fairplay to accommodate access from an eventual elevator addition, provide an ADA compliant single-occupant restroom, and create one-level of flooring throughout. Historic features such as a vault and doors will remain in place. Consideration of ADA access for this building has been discussed and in progress for many years, and the proposed project is the next logical step in implementing this long-term vision for the building. As a public building, it is critical to provide access to all.

Is this a revised application for this scope of work?*
Indicate if you are reapplying for all or any part of a previously declined grant.

Revised Application?* No

Project Team (0-10 points)

Provide the following information, as it may apply to your project.

1. Briefly describe similar projects or grants the applicant has completed or managed.*

The historic preservation team of Park County has completed several similar projects. The Old Park County Courthouse has been the subject of recent projects, including a recently completed Construction Documents project, funded with SHF grant 2025-PL-011. Rehabilitation of the Paris Mill is in its eighth phase, all undertaken with SHF grants and matching funds from the South Park National Heritage Area. The team is also actively working on the rehabilitation of the Tarryall Cline Ranch building. This team includes Andrew Spencer, the Director of Heritage and Tourism for Park County, and Executive Director of the South Park National Heritage Area; Kate McCoy, the Preservationist and Project Manager for Park County; and Katie Dirksen, the Business Manager for Heritage and Tourism for Park County.

Project Team Members
List your project team members and include:
- Each person's role and responsibilities for this project.
- Their qualifications that are applicable to this project.
- Any other relevant experience with historic preservation, and/or grant finance and management, etc.

2. Project Team Members*

GRANT RECIPIENT CONTACT & GRANT ADMINISTRATOR: Kate McCoy, the Park County Historic Preservationist will serve as grant recipient contact and grant administrator. Dr. McCoy will coordinate the project team and manage the SHF grant. Dr. McCoy has extensive background in preservation, the SHF grant process, and has successfully administered several planning grants, local landmark and National Register Nomination grants, HSAs, and many SHF grants for construction in her former position as Preservation Services Director at Colorado Preservation, Inc. and as founding Executive Co-Director at North London Mill Preservation, Inc. She will review consultant submittals, submit required grant deliverables and oversee financial reporting, manage the project team, and guide the project to ensure SHF approval.

PRESERVATION ARCHITECT: Jessica Reske AIA LEED AP, founder of Form+Works Design Group LLC, is an integral part of this project. Jessica brings over 15 years of experience with numerous SHF projects in all phases of design and construction process. Jessica has provided architectural services for the complete Construction Documents for the Old County Courthouse. Given her expertise and project familiarity Jessica will continue to serve as Preservation Architect for this first phase of construction. Projects of note include Paris Mill Master Plan (Slater-Paul), Paris Mill Rehabilitation – Phase 1-5b (FORM+WORKS), Old County Courthouse Rehabilitation & Maintenance Plan, Fairplay (FORM+WORKS).

Form+Works will lead a team of well-qualified professionals for the project including JVA, Inc. for structural and civil engineering, enLighten Engineering for electrical engineering, and 360 Engineering for mechanical and plumbing engineering. This project team completed the construction documents for the proposed work and has worked together on many preservation projects, including on-going projects such as the Indian Hot Springs, the Plaza Block Rehabilitation, Belvidere Theatre Rehabilitation, Williams Stables Rehabilitation, and the McGinnis Gymnasium Rehabilitation.

PRESERVATION GENERAL CONTRACTOR: The General Contractor for this project will be awarded following the Park County Purchasing Policy requirements. Sole source justification for previous work is attributable to A&M Renovations (A&M - also known as Heritage Window Restoration) based on their knowledge of the project and existing conditions having provided the cost estimate that informs this scope of work. In addition, A&M has completed several phases of construction at the Paris Mill while meeting the SOI Standards for the Treatment of Historic Properties. They have extensive experience and have focused exclusively on historic building restoration including Tabor Opera House, North London Mill, and the Amache Relocation Center.

Resource Description and Significance (0-10 points)

1. Briefly describe the prehistory or history of the resource, survey area or archaeological site. If applicable, describe how the resource represents a historically excluded history or community. (For example, LGBTQ+, women's history, religious minorities, etc.)*

Erected in 1874, two years before Colorado statehood, the Park County Court House was the oldest court house still in public use in the state at the time it was listed on the National Register of Historic Places and as a Park County landmark in 1999, continuing to operate as a court house until 1965, then as a library until 2010.

2. In your own words, briefly explain why the resource, survey area or archaeological site is important. (For example, the importance to a community, architectural or archaeological value)*

Essentially unchanged since the time of its construction, the building is significant for its architectural qualities, for the information that may be derived about early construction techniques in an isolated area, for its contribution to local settlement, and for its century-long role in the administration of law and government in Park County. Its prominent location along Colorado Highway 9, the size of the Courthouse, its decorative features, and its striking red sandstone walls set the building apart from other structures in Fairplay and identify it as a public building of great importance to the community.

The structure is also celebrated in Park County folklore. In 1880, a group of vigilantes, displeased over a long jail sentence given a convicted murderer, broke into the jail at night and hung the prisoner from the Courthouse second floor window above the main floor. Later a judge retrieved the noose and secreted it within the building in hope of using it as evidence when the vigilantes were brought to justice. But no one ever came to trial for the lynching, and the noose remained hidden in the building until accidentally found in 1953.

3. Briefly describe the appearance of the resource and how it has changed over time (refer to construction history on survey/site forms or nominations, if available).*

The Park County Court House is a single detached structure basically square in shape. It is two stories in height with a full basement part of which is underground. The south facade of the building, generally considered the front, has six bays; the east and west facades two bays; and the north or back facade four bays. The Courthouse is built of red stone; that used in the foundation is large, natural, cut, and coursed; that used in the rest of the structure split rubble that has been squared. The south facade has a gabled roof with a lower hipped roof attached to either side. The cornice is boxed with consoles. The structure has two porches, an open porch above the front door and a closed porch over the entrance to the basement.

The main entrance is located in the side of the projection on the south facade; the doors are double leafed with two plain recessed panels; the architrave is plain with embrasure. The windows are double hung and sashed; the openings are segmental with a keystone and a plain lugstone; the windows above the entrance are two sashed with a mullion. A fire escape has been added to the west side of the building, while the porch adjacent to the front door is a recent addition to the structure. Internally, the most notable architectural feature is a wooden, spiral staircase which makes a half circle in its ascent from the first to the second floor.

PREVIOUS WORK AND CONDITIONS: Using a State Historical Fund (SHF) grant, the Park County Office of Historic Preservation completed a Historic Structure Assessment for the Courthouse in 2001. The next year, work began on rehabilitation of the roof, reconstruction of the six previously removed chimneys, and installation of a new guttering system to protect the masonry walls and foundation from improper drainage. In 2005, Park County was awarded a SHF grant to complete the rehabilitation of the main entry staircase and remove a nonhistoric shed roof over the main entry. Given that the building's distinctive red sandstone is an important character defining feature of the building, extra efforts were made to match the historic local sandstone as closely as possible. In 2012, SHF funded the restoration and rehabilitation of the Courthouse's historic wood windows, which included the reconfiguration of the building's interior storm windows for increased energy efficiency. Restoration of the historic main entry doors was completed, funded by Park County.

Project Description (0-20 points)

Verify that the project description correlates directly with the scope of work. If you listed an activity or task in the scope, describe it in this section.

Your description should make clear that your project meets the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation and/or the Colorado Cultural Resource Survey Manual.

Provide the following information, as it may apply to your project:

1. List the steps you completed that led to this grant project.*

The Park County Courthouse has been the subject of recent projects, including a recently completed Construction Documents project, funded with SHF grant 2025-PL-011. The construction documents included construction of an elevator addition as well as site and interior improvements to provide ADA access into and throughout the building. As a public building, this access is critical for the overall use and function of the spaces.

2. Clearly explain the following for the proposed project.*

- Describe all the tasks that will be completed.
- Explain how the components of the project will be executed and by whom.
- Discuss why the specific treatments, strategies, or methods were chosen.

The proposed project includes work at the interior of the Courthouse building which is needed for complete ADA access as well as preparation for the elevator addition. The proposed work was all included in the previously completed Construction Documents, which have been reviewed and approved by History Colorado staff. These documents were funded with a planning grant, with the majority of the funding coming from the SPNHA. Consideration of ADA access for this building has been discussed and in progress for many years, and the proposed project is the next logical step in implementing this long-term vision for the building. As a public building, it is critical to provide access to all. This is a challenge given the levels of the building as they relate to grade, as well as the current interior circulation paths and dimensions. It is imperative that the historic character and appearance of the first and second floor areas be preserved, including the stairs and circulation patterns throughout these levels. The solution, including construction of an elevator addition and reconfiguration and refinishing at the basement level, are the result of planning and design work over the course of the last several years to develop the best solution for the building.

INTERIOR REHABILITATION: The basement of the courthouse is currently used as office space. The floor in the basement has various levels, and does not provide ADA access throughout this area of the building. Modifications over the years have resulted in modern interior finishes, however, some key historic features remain in place, including the historic vault and associated doors.

The basement of the building will be reconfigured to accommodate access from the elevator addition and to provide an ADA compliant single occupant restroom. This reconfiguration will result in new finishes throughout the basement. The floor will be over-framed in the low areas, resulting in one level throughout the basement. Historic features, such as the vault and doors will remain in place.

PLUMBING SYSTEM REHABILITATION: The courthouse building currently has two single occupant restrooms, neither of which is ADA compliant nor located on an accessible route through the building. The proposed project includes reconfiguration of the basement level restroom which, once the elevator addition is constructed, will be located in an accessible area of the building. The basement restroom rehabilitation will include moving and replacing non-historic plumbing fixtures and associated piping.

MECHANICAL SYSTEM REHABILITATION: In order to provide adequate clearances for ADA compliant circulation throughout the building, and to connect the future elevator addition to the existing building in a sensitive manner, several mechanical system components need to be relocated. These components are part of the existing non-historic system and include baseboard heaters at the first and second floors, and mechanical units and distribution in the basement. In addition exhaust ventilation is needed in the basement restroom.

ELECTRICAL SYSTEM REHABILITATION: The existing electrical system requires upgrades and relocation in order to support the elevator addition. The existing electrical panel is located in the basement restroom. This panel will be removed and a new panel installed in a code compliant location in the basement. Exterior electrical system components are located on the back of the building, conflicting with the location for the future elevator addition. These exterior components will be relocated to allow for the elevator addition construction in a later phase of the project. Throughout the basement space, electrical distribution, lighting, switches, and receptacles will be replaced to align with the new configuration and needs of the basement. Wireways and raceways serving the baseboard heaters at the first and second floors will be relocated to coordinate with the relocation of the baseboard heaters. All work will comply with the Secretary of the Interior's Standards for Rehabilitation. The National Park Service's Preservation Briefs will be consulted as applicable for guidance throughout the project. Deliverables for the project are anticipated to include Before / Existing Conditions Photographs, Historic Photographs, Contract Certification Forms, and After Photos. An Initial Consultation, Interim Meeting, and Pre-Construction Meeting are anticipated to be part of the project. Note that Construction Documents for the project have already been reviewed and approved by History Colorado and are not anticipated to be a separate deliverable.

3. Briefly list future phases or programming directly related to this project.*

The proposed project is the continuation of a multi-phased effort to provide public access into and throughout the Old Park County Courthouse. Future phases of work are anticipated to be funded outside of the State Historical Fund programs to facilitate the construction of the elevator addition and site work.

4. Describe how you will financially commit to this project or resource going forward.*

The project is being undertaken by Park County and SPNHA. Cash match is being provided through Heritage Area Task Agreements. The Park County Facilities Department provides maintenance for the building and works closely with the Department of Heritage and Tourism to plan for annual maintenance needs and to address emergency repairs promptly. Both departments are committed to the long-term care of the building. The County will continue to provide funds for ongoing maintenance and repairs in the annual operational budget.

Project Photos

Depending on your type of project, attach photos that:

- Illustrate the condition of the resource(s), including overall and detailed views; or
- Illustrate a representative sample of the resource(s) to be researched; or
- Illustrate potential outcomes of the project; and
- Include captions

Use the prompt below to upload the related photo(s). Additional photos can be added by clicking the + sign in the Grants Document section below.

Project Photo

Planning Documents

If previous planning documents exist for this project, attach the most recent and relevant sections of those documents that support this proposed project (e.g., historic structure assessment, construction documents, survey forms, reports).

Use the prompt below to upload the related planning document(s). Additional documents can be added by clicking the + sign in the Grants Document section below.

Planning Documents

Scope of Work and Budget (0-15 points)

Task 1 Details

Task 1 Title * Interior Rehabilitation

Task 1 Description *

- Reconfigure basement to provide ADA clearances
- Install new finishes in basement
- Over-frame sections of basement to provide level floor throughout the space

Task 1 Amount * $55,935.00

Task 2 Details

Task 2 Title: Plumbing System Rehabilitation

Task 2 Description:

- Reconfigure basement restroom for ADA compliant use
- Replace basement restroom fixtures

Task 2 Amount: $23,575.00

Task 3 Details

Task 3 Title: Mechanical System Rehabilitation

Task 3 Description:

- Relocate mechanical system components as needed for elevator addition and connection to additio

Task 3 Amount: $63,500.00

Task 4 Details

Task 4 Title: Electrical System Rehabilitation

Task 4 Description:

- Reconfigure electrical system components to support basement reconfiguration
- Relocate electrical system components where necessary for elevator addition

Task 4 Amount: $55,000.00

Task 5 Details

Task 5 Title:

Task 5 Description:

Task 5 Amount:

Task 6 Details

Task 6 Title:

Task 6 Description:

Task 6 Amount:

Task 7 Details

Task 7 Title:

Task 7 Description:

Task 7 Amount:

Task 8 Details

Task 8 Title:

Task 8 Description:

Task 8 Amount:

Task 9 Details

Task 9 Title:

Task 9 Description:

Task 9 Amount:

Total Project Tasks*	$198,010.00

For Construction Projects Only

General Conditions Amount:	$25,580.00
Permits Amount:	$0.00
Bonding Amount:	$8,000.00
Overhead and Profit Amount:	$34,739.00
Scope Total* (Tasks + Construction Expenses):	$266,329.00

Architectural and Engineering Fees (For Construction Projects Only) Amount:

Architectural and Engineering Fees Explanation:

Archaeological Monitoring Amount (Only for ground-disturbing projects):

Archaeological Monitoring Amount Explanation:

Project Subtotal* (Tasks + Construction Expenses + A&E Fees + Arch Monitoring):	$266,329.00

Grant Administration and Indirect Costs (Must not exceed 15% of project subtotal) Amount*

Grant Administration and Indirect Costs Explanation:

Contingency Amount*

Project Total* (Tasks + All Expenses Noted Above): $266,329.00

Scope of Work and Budget Comments* (200 words or less):

Grant Request Amount ($)* $250,000.00

Grant Request Percent of Project Total: 94%

Cash Match Amount* - Enter 0 if no cash match is expected:

Cash Match Percentage of Project Total* 0%

Please Save your work at this time to ensure all budget and request calculations are complete.

The Project Total does not equal the Grant Request Amount + Cash Match Amounts listed above. Please review your budget and request details

Grant Request + Cash Match = Project Total* $250,000.00

**Please verify that your grant request and cash match percentages add up to 100%*

Cash Match Requirements
In alignment with our Expanding the Narrative work, lower cash match requirements are available for projects that directly support or focus on BIPOC communities.
Questions? Please refer to the State Historical Fund Guidebook under Grant Programs (page 9).

Cash Match for Expanding the Narrative Projects
If your project qualifies as a Expanding the Narrative Project and your project total allows, you are eligible to request the lower Expanding the Narrative cash match (0% for nonprofit and public owners, 10% for private owners). The scope of work above must include this lower cash match, and two letters of support must be attached as the "Expanding the Narrative Letters of Support" at the end of the application.

Cash Match Waiver

Indicate if you are requesting a waiver for the Cash Match requirement*

Urgency (0-15 points)

Provide the following information, as it may apply to your project:

1. The physical conditions of the resource that make the project urgent.*

The Old Park County Courthouse is currently not physically accessible according ADA standards. It has never been accessible to people with mobility challenges. This first step toward accessibility will move the county closer to having a public building that everyone can visit and enjoy.

2. All current or potential threats to the resource(s) or program.*

Although the proposed scope of work does not address ongoing challenges of the building, it is worth noting that, due to extreme weather conditions in Fairplay and the exposed nature of the building

,maintenance needs are substantial and require significant county funds to keep the building occupied and viable.

3. Any community participation, partnerships, or cash match funds that might be in jeopardy or dependent on this grant.*

The proposed project is an on-going, multi-phased effort to rehabilitate the Old County Courthouse with the eventual goal of having the building and site accessible to the public. Momentum for the project is therefore in place, and the community is supportive of the on-going efforts. A well-qualified, experienced project team is in place and has been part of the on-going efforts at the site. This team includes an architect, a team of engineers, and a contractor who worked on the construction documents for the entire project. These team members have committed to the next phases of the project, and the sooner the next phase can occur, the better for team continuity.

Financial support provided by the South Park National Heritage Area (SPNHA) may not be available in the future as National Heritage Areas are not funded in perpetuity. Funding is considered annually and may be cancelled for the next fiscal year. A SHF grant cannot guarantee that SPNHA's funding will continue. Rather, it allows Park County the opportunity to pair available SPNHA funds with support from SHF to complete an otherwise cost-prohibitive project.

There are partnerships that are extremely important to the Paris Mill project, the foremost being community support from the Town of Fairplay. The Town of Fairplay has been instrumental in both envisioning and supporting the overall goal of safe public access at the Old Courthouse. To stall work on the building is a direct affront to the partnership forged with the citizens of Fairplay and Park County, who trust that Park County will continue its efforts to rehabilitate this important piece of heritage that is a centerpiece of the county seat. Local business owners are eager to see the project move forward, as the increased tourism to the Old Courthouse is of economic benefit to the community.

4. Whether this project will be delayed if this grant is not awarded.*

This project will be delayed if this grant is not awarded.

The contributions of Park County and South Park National Heritage Area, as generous as they are, are simply not extensive enough to cover the cost of this phase of ADA rehabilitation at the Old County Courthouse. A SHF grant award would allow us to propel momentum to complete the multiple phases of rehabilitation that are still to come.

Without a State Historical Fund grant this phase would be scaled down to a minor scope of work such as the leveling of the floors. It would drastically delay timeline and final goal of providing safe public access to the building for all and historic interpretation of the resource.

5. Other valid reasons for urgency. :

Public Benefit, Project Promotion and State Preservation Plan (0-20 points)

Public Supports and Benefits Considerations

- The use of the resource or project products.
- The source(s) of the cash match and whether it was provided by the community. Non-monetary ways the community supports this project.
- Enhancement of historic preservation, economic development, and heritage tourism.
- Encouragement of existing or new partnerships.
- Increasing historically excluded community engagement in preservation. (For example, LGBTQ+, women, religious minorities, etc.) Highly recommended:
- Attach at least five recent letters of support (dated within the last six months) from people and organizations who will use this resource, community members and elected officials.

1. Explain how the public supoorts and benefits from this project.*

Once accessible to all, the basement will be used for archival storage and research. The Park County Archives are now temporarily housed in the main county building in two small rooms that are not conducive to public access and use for citizens and researchers.This area will include staff work space as well as public study and research areas. This will relate to the use of the rest of the building with County preservation offices on the first floor, as they currently are, and the courtroom and display area on the second floor.

2. Explain how you will promote this project, such as:

- Public events or celebrations
- Physical and digital media
- Presentations
- Other

Project Promotion*

3. Explain how this project will directly support at least two goals in the Colorado Preservation Plan 2030.*

State Preservation Plan*

Project Timeline

- I understand that if awarded, it can take up to 6 weeks to execute the grant agreement with the State Historical Fund.
- I understand that the State Historical Fund agreement period is 24 months and this project will be completed within that time period.
- I understand that the State Historical Fund has 30 calendar days to complete review of the deliverables (products) that will be required with this project and I have accounted for the 30 day reviews within the 24 month agreement period.
- I understand that weather may delay completion of some projects and I have accounted for possible delays within the 24 month agreement period.

Provide Name and Title for authorized representative acknowledging the terms above and date of completion.

Authorized Representative Full Name*

Authorized Representative Title*

Date of Acknowledgement*

Agreement

Acknowledgement of Award Conditions

I understand and agree with the following conditions associated with all State Historical Fund grants:

- I understand that my organization will enter into a grant agreement with the State of Colorado. My organization will be responsible for meeting the terms of the grant agreement, and cannot pass fiscal or project responsibility to another organization.

- I understand that the State grant agreement contains non-negotiable terms, and it is my responsibility to review theSHF grant templates prior to going under award to assure that my organization accepts those terms.

- I understand that my organization will work in partnership with the State Historical Fund to meet the Secretary of the Interior's Standards for the Treatment of Historic Properties. I will comply with State Historical Fund review expectations and refrain from carrying out any work until I have the approval of a State Historical Fund Resource Specialist to proceed. For archaeology and survey projects, I will adhere to the currentColorado Cultural Resource Survey Manual.

- I understand that all cash match must be in the bank before my organization signs the State Historical Fund grant agreement.

- I understand that my organization is solely responsible for determining if my cash match resources are eligible for use with State Historical Fund grant programs.

- I understand that the State Historical Fund will only pay for work that takes place within the State Historical Fund grant agreement period.

- I understand that all project expenses must be associated with one of the tasks listed in my scope and budget and reported as such. I am not allowed to collapse task items under one category.

- I understand project cost savings will be shared with the State Historical Fund according to the grant request/cash match ratio.

- I understand that the State Historical Fund will require documentation of any and all grant administration or indirect expenditures, including time sheets, rates, and clear calculations.

- I understand that property protections may apply to my project based on project type and cumulative State Historical Fund funds previously received for work on the building. If applicable, I will receive a letter explaining the requirements after all applications are processed.

- I understand that my organization must adhere to all program policies, state regulations, provisions, and laws.

- I understand that my organization cannot use State Historical Fund funds in a manner that may result in an actual or perceived conflict of interest.

Provide Name and Title for authorized representative acknowledging the terms above and date of completion.

Authorized Representative Full Name*

Authorized Representative Title*

Date of Acknowledgement*

By checking this box, you are confirming that the Applicant Organization Representative understands and agrees with and agree with the above conditions associated with State Historical Fund grants, if awarded.	No

▼ Documents

REQUIRED

Please download, complete, and attach each of the following. Uploads must be dated within the last 6 months.

Signature Page

Please download, complete, and attach your Signature Page. A blank copy can be found here.

Signature Page

Colorado Substitute W-9 Applicant Organization

Colorado Substitute W-9 Applicant Organization

IRS Letter of Determination (Only required for religious organizations).

IRS Letter of Determination

HIGHLY RECOMMENDED

For each of the following items listed below, click the plus sign (+) in the Grant Documents section below. Select the appropriate document type from the select list while uploading.

- Bids/Estimates/Proposals
- Letters of Support
- Overall Image
- Professional Project Team Members' Resumes
- Excerpts of most recent supporting documents.

Examples include: archaeological assessment, historic structure assessment, construction documents, survey forms, reports.

OPTIONAL

For each of the following items listed below, click the plus sign (+) in the Grant Documents section below. Select the appropriate document type from the select list while uploading.

- Detailed Scope of Work and Budget
- Historic Images
- Maps, Site Plans, or Drawings
- Media Images, Newspaper Clippings, etc.
- Research Design - For example, document outlining archaeological or survey research questions and methods for obtaining data to answer those questions.
- Miscellaneous Attachments

GRANT DOCUMENTS

The Board of County Commissioners of Park County

GRC: Kate McCoy
Funding Request Name:

Status Proposal Draft

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Project Timeline
Agreement
Documents

***Note:** The system does not autosave. Be sure to **Save** your work as you go.*

Questions about the grant application? Please refer to the SHF Guidebook or email SHF staff at hc_shf@state.co.us.

History Colorado State Historical Fund is committed to providing equitable access to our grants to everyone. If you require an accommodation to fill out the grant application, please view History Colorado's accessibility statement to make an accommodation request, or contact hc_shf@state.co.us.

Organization Information

Applicant Organization Representative
This individual is the legal contact between the State Historical Fund and the Applicant organization, and should have the legal authority to sign contracts.

Grant Recipient Contact
This individual will be the primary point of contact between the State Historical Fund and the grant recipient organization throughout the project. Private owners can not be the grant recipient contact.

Applicant Organization Name*	The Board of County Commissioners of Park County
Grant Recipient Contact*	Kate McCoy
Applicant Organization Representative*	David Wissel
First Time Applying?*	No

Conflict of Interest (COI)

Please read the current State Historical Fund Conflict of Interest Policy by clicking here.

Once you have read the document, please select the appropriate response below.

Confirm COI Policy*	I understand the updated Conflict of Interest Policy.

Organization Details

Confirm the following items on your organization profile are up-to-date. If additions or edits are needed, please update your details via the Organization subheading in the left navigation menu.

Grantee Organization Name: The Board of County Commissioners of Park County

Organization Doing Business As (DBA):

Street Address 1: PO Box 1373

Street Address 2:

City: Fairplay

Country: United States

State/Province:

County:

Postal Code (Zip): 80440-0220

Phone: 845-430-0229

Extension:

Email: kate@kmhpconsulting.com

Website:

Tax ID / EIN: 84-6000792

Organization Type: Public Entity

I confirm that I have reviewed and/or updated our organization details.	Yes

Property Information

Is the property owned by the Applicant Organization?*	Yes

Property Details

Property/Resource/Site Current Name*

Insert Name Here*	Paris Mill

What is the street address of the property or site? (Example 123 Main Street)
For projects without an address, multiple addresses, or classified location, please write N/A.

Street Address*	2702 County Road 8
City/Town*	Alma

Property must be in the state of Colorado.

State*	Colorado
County*	Park
Postal Code*	80420

Resource Historic District Name*
Please list the name of the historic district. If this does not apply to your project, please fill in with N/A.

Historic District*	N/A

Property/Resource/Site Historic Name*
Property historic name can be found on the state or national nomination form or certification of local designation.

Site Historic Name* Paris Mill

Resource Site Number* (e.g., 5DV.1234)
If you do not know the Smithsonian site number for your property, contact the Cultural Resource Support Services office at 303-866-3392. If this does not apply to your project, please fill in with N/A.

Site Number* 5PA.4706

Resource Period of Significance*
Provide period(s) of significance as listed in your historic designation. NOTE: Some older or local nominations may not include a period of significance, type N/A if this does not apply.

Period of Significance* 1895 - 1937

Historic Designation*
Select all levels of designation that apply to the property. Please note that designation is required for all Acquisition & Development grant projects.

Select the appropriate designations and then click the right arrow (>) to move your selections to the right selection pane.

Historic Designation* National Register of Historic Places

Designation Area*
If the property is historically designated, indicate the general boundary of the designation (i.e., the building footprint only, the building and surrounding property, or if the building is contributing to a historic district). If you are unsure of the designation boundary, please contact State Historical Fund staff at 303-866-2825. NOTE: SHF cannot fund work outside the designation boundary.

Designation Area* Building and Surrounding Area

Legal Details

Contact your County Assessor or visit Colorado Public Records Online Directory if you do not have the property's legal description.

Legal Description*

T09 R78 S03 NW4 MS #14244 -PARIS-100% MS #3967 - BALD EAGLE 100% NKA PARIS MILL TRACT 1 AS DESC PER R661595

Legislative District Details

In 2021, new Colorado state legislative districts were drawn. Your district may have changed, please verify! Select legislative districts where the property/resource is located. If project benefits the entire state, select Statewide.

Don't know your Colorado legislative districts? Click here.
Don't know your U.S. Representative district? Click here.

CO State Senate District* S-04

CO State House District* R-13

US Representative District* US-07

Full Proposal

Project Information

Project Title*
Please give us a brief title that explains what you want to do. Examples are: Interior Restoration, Exterior Rehabilitation, Cultural Resource Survey, Construction Documents, etc.

Project Title* Paris Mill Center Section Planning & Stabilization Phase 9

Brief Project Summary*
Expanding upon the Project Title, please summarize the proposed project. Please include the applicant organization, property name, and a brief summary of the proposed work.
Brief Summary of Project*

Park County is applying for the next phase of rehabilitation at the Paris Mill. This important historic resource is a priority preservation project for the community. The Paris Mill is one of the few intact mills remaining from this era due to its extensive machinery, systems, structural elements and architectural aspects. The proposed project is the next logical step in the rehabilitation of the building, leading to further access to and interpretation of the Mill. The project will primarily focus on completion of the Construction Documents necessary for the next step of the project to rehabilitate the center section of the building and reconstruct the tram tower on the north elevation, but will also include limited construction activities to create a temporary enclosure on the upper section of the tram tower.

Is this a revised application for this scope of work?*
Indicate if you are reapplying for all or any part of a previously declined grant.

Revised Application?* No

Project Team (0-10 points)

Provide the following information, as it may apply to your project.

1. Briefly describe similar projects or grants the applicant has completed or managed.*

The historic preservation team of Park County has completed several similar projects. This application is for Phase 9 of the rehabilitation of the Paris Mill, with all previous phases undertaken with SHF grants and matching funds from the South Park National Heritage Area. The team is also actively working on the rehabilitation of the Tarryall Cline Ranch and the Old Park County Courthouse buildings. This team includes Andrew Spencer, the Director of Heritage and Tourism for Park County, and Executive Director of the South Park National Heritage Area; Kate McCoy, the Preservationist and Project Manager for Park County; and Katie Dirksen, the Business Manager for Heritage and Tourism for Park County.

Project Team Members
List your project team members and include:
- Each person's role and responsibilities for this project.
- Their qualifications that are applicable to this project.
- Any other relevant experience with historic preservation, and/or grant finance and management, etc.

2. Project Team Members*

GRANT RECIPIENT CONTACT & GRANT ADMINISTRATOR: Kate McCoy, the ParkCounty Historic Preservationist will serve as grant recipient contact and grant administrator. Dr. McCoy will coordinate the project team and manage the SHF grant. Dr. McCoy has extensive background in preservation, the SHF grant process, and has successfully administered several planning grants, local landmark and National Register Nomination grants, HSAs, and many SHF grants for construction in her former position as Preservation Services Director at Colorado Preservation, Inc. and as founding Executive Co-Director at North London Mill Preservation, Inc. She will review consultant submittals, submit required grant deliverables and oversee financial reporting, manage the project team, and guide the project to ensure SHF approval.

PRESERVATION ARCHITECT: Jessica Reske AIA LEED AP, founder of Form+Works Design Group LLC, is an integral part of this project. Jessica brings over 15 years of experience with numerous SHF projects in

all phases of design and construction process. Jessica has provided architectural services for Paris Mill's Master Plan, Construction Documents, and all phases of Rehabilitation. Given her expertise and project familiarity Jessica will continue to serve as Preservation Architect for this next phase of construction. Projects of note include Paris Mill Master Plan (Slater-Paul), Paris Mill Rehabilitation – Phase 1-5b (FORM+WORKS), Old County Courthouse Rehabilitation & Maintenance Plan, Fairplay (FORM+WORKS).

PRESERVATION ENGINEERING: Preservation Engineering services will be provided by JVA who have also been involved in all previous phases of the rehabilitation of the mill as well as development of the master plan. JVA has a strong foundation and is dedicated to the successful completion of this project. Projects of note include North London Mill Complex, Paris Mill Rehabilitation, Tarryall-Cline Ranch, and Buffalo Peaks Ranch.

PRESERVATION GENERAL CONTRACTOR: The General Contractor for this project will be awarded following the Park County Purchasing Policy requirements. Sole source justification for previous work is attributable to A&M Renovations (A&M - also known as Heritage Window Restoration) based on their knowledge of the project and existing conditions A&M has completed previous construction at the Paris Mill while meeting the SOI Standards for the Treatment of Historic Properties. They have extensive experience and have focused exclusively on historic building restoration including Tabor Opera House, North London Mill, and the Amache Relocation Center.

Resource Description and Significance (0-10 points)

1. Briefly describe the prehistory or history of the resource, survey area or archaeological site. If applicable, describe how the resource represents a historically excluded history or community. (For example, LGBTQ+, women's history, religious minorities, etc.)*

Paris Mill was completed in 1895 to service the Paris Mine on Mount Bross. The J.B. Fasset Mining Company constructed the mill to process gold, silver, and lead ore. The complex ore and high altitude location of the mine hampered the profitability of the mine and so its investors constructed the mill and tramway in order to cut down the transportation and smelting costs. Shortly after construction the ore became more complex than the mill could process and were forced to suspend work in 1896. The Paris Mill was reopened in 1904, and four years later was refitted for cyanidation. In 1932, the last refitting was undertaken to set up the mill for flotation concentration. This proved profitable until the ore reserves were exhausted and the mill permanently shut down in 1937.

2. In your own words, briefly explain why the resource, survey area or archaeological site is important. (For example, the importance to a community, architectural or archaeological value)*

The Paris Mill was listed in the National Register of Historic Places in 2013 under Criterion A for its significance in the area of Industry, and under Criterion C for its Engineering and Architecture. The mill is significant because it was vital to the success of the broader Paris Mine and served as a major gold producer in Park County, infusing the local economy with money.

Paris Mill remains significant in 2026 due to its lasting legacy and connection to mining and ore processing. Park County relies on tourism, and specifically heritage tourism as well as recreational tourism. The mill and its site are perfectly situated between these drivers, with CR 8 accessing popular four-wheeling, hiking destinations of Kite Lake, and several 14,000 ft peaks. Passer-by often stop to observe the mill from the northern vantage point, reading the interpretive signage before moving along the road. This engagement offers a glimpse into the rich history of the mill and begs them to engage further.

3. Briefly describe the appearance of the resource and how it has changed over time (refer to construction history on survey/site forms or nominations, if available).*

The Mill itself has adapted to meet the evolution of milling techniques and economic driving factors. New wings, new equipment, new people added to the changing appearance of the building and its site (highlighted above) Paris Mill has changed in recent years as well, with the previous rehabilitation phases started in 2004 with its addition to the Endangered Places program. A Master Plan was commissioned from Slater-Paul Architects to address the needs of the buildings, and envision where the mill could go - with the ultimate goal of public access, interpretation, and engagement with this significant resource. Initial

rehabilitation, stabilization and reconstruction of the West Wing roof structure including prominent dormers elevated the mill from dilapidation. Subsequent phases built upon this momentum with yearly goals to address the mill's critical needs - South Wing (2018), East Wing (2020-2022), Interior (2023-2025), and Windows (to be completed 2026).

Project Description (0-20 points)

Verify that the project description correlates directly with the scope of work. If you listed an activity or task in the scope, describe it in this section.

Your description should make clear that your project meets the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation and/or the Colorado Cultural Resource Survey Manual.

Provide the following information, as it may apply to your project:

1. List the steps you completed that led to this grant project.*

The Paris Mill has been the subject of several previous phases of work, with notable milestones and projects as follows:

2004: Paris Mill is listed as one of Colorado's Most Endangered Places

2009: Park County purchases the Mill; Mill is listed as a local landmark

2009-2013: Environmental Clean-up

2013: Listed on the National Register of Historic Places under Criterion A for Industry and Criterion C for Architecture and Engineering

2014-2015: West Wing (Cyanidation Wing) rehabilitated

2016: Master Plan completed

2017: Construction Documents completed to inform next phase of work; Window rehabilitation in the West Wing completed

2018: Grading and Drainage work completed around the north side of the building

2019: Structural and building envelope rehabilitation completed along the north wall of the east wing (steam engine and boiler rooms)

2020: Tank Building reconstruction completed; lower section of the tower stabilized, and site grading completed at south section of the building

2021: Complete east wing foundation and wall rehabilitation (SHF 20-02-015)

2022: Complete East Wing roof and framing rehabilitation

2024: Interior Rehabilitation and electrical work completed in limited areas of the building (SHF 23-02-050)

2025-2026: Completed additional Interior Rehabilitation and Electrical work to expand public access to the building; additional window rehabilitation work to be completed in 2026 (SHF 25-01-002)

2. Clearly explain the following for the proposed project.*

- Describe all the tasks that will be completed.
- Explain how the components of the project will be executed and by whom.
- Discuss why the specific treatments, strategies, or methods were chosen.

The proposed project is the next logical step in the above outlined sequence of rehabilitation of the building, leading to further access to and interpretation of the building. The project will primarily focus on completion of the Construction Documents necessary for the next step of the project, but will also include limited construction activities as outlined below:

DESIGN FOR TOWER REHABILITATION AND RECONSTRUCTION: The tram tower along the north elevation of the Paris Mill has been gradually deteriorating since use of the mill stopped. Remnants of the tower have been gradually collapsing over the past several years, with extant materials including only remnants of the tower walls, and evidence of the roof and wall openings associated with the tower. Previous phases of work have included limited stabilization of the tower base, where severe deterioration and material failure had occurred. This stabilization was limited to in-kind replacement of missing and deteriorated wood components and installation of plywood as a temporary enclosure. A temporary 'roof' was placed atop the remaining base area to protect the materials from further deterioration.

The proposed project scope will include a drone scan of the building which will provide the data necessary to design for reconstruction of the tower, with accurate dimensions, roof slopes, and existing material information able to be collected from inaccessible sections of the building via drone. Once the scan is complete, the tower design will be completed. This will include detailed design for the reconstruction of the tower as well as rehabilitation work necessary at existing structural and architectural building components to support the tower, and to provide interior access in this area of the building.

Eventual reconstruction of the tower will aid in interpretation of the building, as the tower was a key component of the ore processing sequence. Design work for this area of the building was not included in any previously completed Construction Document packages as the upper section of the building was inaccessible and accurate documentation of elements in this area was not able to be accomplished.

DESIGN FOR CENTER SECTION REHABILITATION: Throughout the center section of the building, much of the original machinery and materials are extant, making this area particularly significant for tours through the building. In recent phases, lighting and safety features have been added in this area, however, the structural and architectural finishes in the center section of the building are the final area in which rehabilitation is necessary, with the west, east, and south wings of the building having been rehabilitated. Some design work was previously completed in this area of the building, identifying routes through the building, and completing areas of critical work to allow for some public access through the building. However, the 'basement' level of the center section was not well documented due to a lack of access and some sections of the center area have not yet been included in the construction documents and rehabilitation work has not yet been detailed.

During the previous phases of work, sections of foundation deterioration and erosion were noted and have become more pronounced. Previous construction work included limited site grading along the south side of the building, helping to reduce deterioration due to poor site drainage along the center section of the building. The proposed project will include design for rehabilitation of the foundation in the center area of the building as well as detailing of structural and architectural work necessary for full rehabilitation and use of this area.

In addition, the proposed project will include design for site drainage and retaining wall rehabilitation to the south of the west wing of the Mill. Drainage and site conditions in this area are negatively impacting the foundation at the center section of the building, and design to address those areas is needed. An allowance has been included to fund civil engineering services as needed to complete this design work. A site survey was completed in a previous phase of the project and will be used as a background for this civil design work.

The center section rehabilitation and the tower reconstruction and rehabilitation work will be documented by the Architect, Structural Engineer, and Civil Engineer. The Contractor, A&M Renovations, will be on site with the design team to discuss solutions and strategies based on constructability, site access, and previous experience with the building.

TEMPORARY ENCLOSURE: The upper section of the tower is currently open, leaving a section of the building exposed to the elements and vulnerable to further deterioration of both interior and exterior features and finishes. As the eventual plan for the building includes reconstruction of the tower, permanent enclosure in this location will occur at that time. In the meantime, temporary protection is needed in order to eliminate water infiltration until the permanent construction can occur.

A final strategy for temporary enclosure will be developed in the field, when vertical access has been established by the Contractor and the Architect, Structural Engineer, Owner, and History Colorado representative can review conditions and discuss the best strategy. Based on the Contractor's knowledge of the building, it is anticipated that the temporary enclosure will include installation of temporary wood framing, sheathing, and a waterproofing membrane. All interventions will be reversible and will avoid damage to existing historic materials. Given the limited and temporary nature of the enclosure, Construction Documents and Building Permits are not anticipated to be needed for this portion of the project.

All work will comply with the Secretary of the Interior's Standards for Rehabilitation. The National Park Service's Preservation Briefs will be consulted as applicable for guidance throughout the project. Deliverables for the project are anticipated to include Before / Existing Conditions Photographs, Historic Photographs, Contract Certification Forms, Draft and Final Construction Documents, and After Photos. An Initial Consultation, Interim Meeting, and Pre-Construction Meeting are anticipated to be part of the project.

3. Briefly list future phases or programming directly related to this project.*

The proposed project is the continuation of a multi-phased effort to provide public access into and throughout the Paris Mill. Future phases of work are anticipated to implement the Rehabilitation of the Center Section of the building and to Rehabilitate and Reconstruct the Tower.

4. Describe how you will financially commit to this project or resource going forward.*

The project is being undertaken by Park County and SPNHA. Cash match is being provided through Heritage Area Task Agreements. The Park County Facilities Department provides maintenance for the mill and works closely with the Department of Heritage and Tourism to plan for annual maintenance needs and to address emergency repairs promptly. Both departments are committed to the long-term care of the building.

Once the site is fully open to the public for interpretation, the County will continue to provide funds for ongoing maintenance and repairs in the annual operational budget.

The Paris Mill's future protection is rooted in its status as a County-owned historic site. The County has committed to ensuring the Paris Mill serves the community as a light recreational and interpretive space and will continue to budget for its operation. To demolish or significantly alter the resource would be in direct opposition to these goals and commitments. Because the land parcel is owned by the County, no development can occur that would impede the Paris Mill's integrity of location, feeling, or association. There is also a conservation easement on the County-owned parcel, further restricting development not in keeping with activity related directly to the Mill's rehabilitation and transformation into a public interpretive space.

Project Photos

Depending on your type of project, attach photos that:
- Illustrate the condition of the resource(s), including overall and detailed views; or
- Illustrate a representative sample of the resource(s) to be researched; or
- Illustrate potential outcomes of the project; and
- Include captions

Use the prompt below to upload the related photo(s). Additional photos can be added by clicking the + sign in the Grants Document section below.

Project Photo

Planning Documents

If previous planning documents exist for this project, attach the most recent and relevant sections of those documents that support this proposed project (e.g., historic structure assessment, construction documents, survey forms, reports).

Use the prompt below to upload the related planning document(s). Additional documents can be added by clicking the + sign in the Grants Document section below.

Planning Documents

Scope of Work and Budget (0-15 points)

Task 1 Details

Task 1 Title * Tower Stabilization

Task 1 Description *

- Install water-proofing materials and associated framing to eliminate water infiltration at existing openings in the Tower area of the building

including the north wall and roof slope

- Price includes 6 crew days onsite, all required materials, and boom lift rental

Task 1 Amount * $17,257.00

Task 2 Details

Task 2 Title: Contractor Assistance

Task 2 Description:

• Provide the Design Team with onsite assistance, to include Tower access

• Provide constructability consulting

• Provide cost estimating for future projects at the Mill

Task 2 Amount: $3,520.00

Task 3 Details

Task 3 Title:

Task 3 Description:

Task 3 Amount:

Task 4 Details

Task 4 Title:

Task 4 Description:

Task 4 Amount:

Task 5 Details

Task 5 Title:

Task 5 Description:

Task 5 Amount:

Task 6 Details

Task 6 Title:

Task 6 Description:

Task 6 Amount:

Task 7 Details

Task 7 Title:

Task 7 Description:

Task 7 Amount:

Task 8 Details

Task 8 Title:

Task 8 Description:

Task 8 Amount:

Task 9 Details

Task 9 Title:

Task 9 Description:

Task 9 Amount:

Total Project Tasks*	$20,777.00

For Construction Projects Only

General Conditions Amount:	$1,780.00
Permits Amount:	$0.00
Bonding Amount:	$0.00
Overhead and Profit Amount:	$3,383.00
Scope Total* (Tasks + Construction Expenses):	$25,940.00
Architectural and Engineering Fees (For Construction Projects Only) Amount:	$73,060.00

Architectural and Engineering Fees Explanation:

Field Documentation (Architect) $3,880.00

- *Drone scan of building to provide accurate information for development of tower reconstruction drawings.*
- *Photograph and measure field conditions at interior of the building as needed for completion of Before Photos and background drawings.*

Preparation of Deliverables (Architect) $24,520.00

- *Process drone scan data to develop backgrounds and design information for accurate reconstruction of the tower*
- *Complete site visit to confirm conditions and refine scope items*
- *Provide Draft and Final Construction Documents*
- *Prepare and submit SHF required deliverables including Before and After Photos and Historic Photos*

Construction Administration Services (Architect) $4,160.00

- *One (1) site visit to coordinate with contractor on site for temporary enclosure*
- *Attendance at pre-construction meeting*
- *Office services including responses to contractor questions and review of contractor payment applications*

Structural Engineering Services $30,000

- *Up to three (3) site visits to review existing conditions and to coordinate with Contractor during temporary enclosure construction*
- *Draft and Final Construction Documents*
- *Coordination with Architect and Civil Engineer to complete details and specifications*

Civil Engineering Allowance $10,000

- *One (1) site visit to review existing drainage and retaining wall conditions*
- *Draft and Final Construction Documents*
- *Coordination with Architect and Structural Engineer to complete details and specifications*

Reimbursable Expenses $ 500.00

- *Includes travel expenses*, printing and shipping / courier costs*

Archaeological Monitoring Amount (Only for ground-disturbing projects):

Archaeological Monitoring Amount Explanation:

Project Subtotal* (Tasks + Construction Expenses + A&E Fees + Arch Monitoring):	$99,000.00
Grant Administration and Indirect Costs (Must not exceed 15% of project subtotal) Amount*	$0.00

Grant Administration and Indirect Costs Explanation:

Grant administration by Kate McCoy will be covered as part of her compensation by Park County directly.

Contingency Amount*	$10,000.00
Project Total* (Tasks + All Expenses Noted Above):	$109,000.00

Scope of Work and Budget Comments* (200 words or less):

Permit fee will be waived as this is a Park County-owned property.

Grant Request Amount ($)*	$50,000.00
Grant Request Percent of Project Total:	46%
Cash Match Amount* - Enter 0 if no cash match is expected:	$59,000.00
Cash Match Percentage of Project Total*	54%

Please Save your work at this time to ensure all budget and request calculations are complete.

Grant Request + Cash Match = Project Total*	$109,000.00

**Please verify that your grant request and cash match percentages add up to 100%*

Cash Match Requirements
In alignment with our Expanding the Narrative work, lower cash match requirements are available for projects that directly support or focus on BIPOC communities.
Questions? Please refer to the State Historical Fund Guidebook under Grant Programs (page 9).

Cash Match for Expanding the Narrative Projects
If your project qualifies as a Expanding the Narrative Project and your project total allows, you are eligible to request the lower Expanding the Narrative cash match (0% for nonprofit and public owners, 10% for private owners). The scope of work above must include this lower cash match, and two letters of support must be attached as the "Expanding the Narrative Letters of Support" at the end of the application.

Cash Match Waiver

Indicate if you are requesting a waiver for the Cash Match requirement*	No

Urgency (0-15 points)

Provide the following information, as it may apply to your project:

1. The physical conditions of the resource that make the project urgent.*

The upper section of the tower is currently open, leaving a section of the building exposed to the elements and vulnerable to further deterioration of both interior and exterior features and finishes. As the eventual plan for the building includes reconstruction of the tower, permanent enclosure in this location will occur at that time. In the meantime, temporary protection is needed in order to eliminate water infiltration until the permanent construction can occur.

2. All current or potential threats to the resource(s) or program.*

Because of its location at 11,000 feet, the Paris Mill is subject to extreme wind speeds, snowfall, and diurnal temperature shifts that create intense rates of deterioration, actively compromising the mill's historic fabric. Allowing the mill to go without further rehabilitation contributes to rewinding all the work and funds that have been put into the structure. As the mill currently stands along the heavily traveled road to 14,000' peaks, it attracts people who are curious about the structure as well as the site. Given the number of artifacts on site, it is important to avoid disturbance to the artifacts as well as to the building.

3. Any community participation, partnerships, or cash match funds that might be in jeopardy or dependent on this grant.*

The proposed project is an on-going, multi-phased effort to rehabilitate the Paris Mill with the eventual goal of having the building and site open to the public. Momentum for the project is therefore in place, and the community is supportive of the on-going efforts at the site. A well-qualified, experienced project team is in place and has been part of the on-going efforts at the site. This team includes an architect and engineer who have been involved with the project since Phase 1 of the construction and who were involved with establishing a phasing plan and site master plan, as well as a general contractor who has been instrumental in not only completing the construction work in each phase, but also in establishing plans for future phases of the project. Despite some turnover in personnel with the general contractor a new construction team is now up to speed on the project and has successfully executed a phase of work - Andy Carlson, formerly Wattle & Daub, and now with A&M Restoration is the lead contractor. These team members have committed to the next phases of the project, and the sooner the next phase can occur, the better for team continuity.

Financial support provided by the South Park National Heritage Area (SPNHA) may not be available in the future as National Heritage Areas are not funded in perpetuity. Funding is considered annually and may be cancelled for the next fiscal year. A SHF grant cannot guarantee that SPNHA's funding will continue. Rather, it allows Park County the opportunity to pair available SPNHA funds with support from SHF to complete an otherwise cost-prohibitive project.

There are partnerships that are extremely important to the Paris Mill project, the foremost being community support from the Town of Alma. The Town of Alma has been instrumental in both envisioning and supporting the overall goal of safe public access at the Mill. To cease work at the mill is a direct affront to the partnership forged with the citizens of Alma, who trust that Park County will continue its efforts to rehabilitate this important piece of heritage located in their backyard. Local business owners are eager to see the project move forward, as the increased tourism to the mill site is of economic benefit to the community.

4. Whether this project will be delayed if this grant is not awarded.*

The History Colorado State Historical Fund has been instrumental in making projects at the Paris Mill possible that would not otherwise be accomplished. The contributions of Park County and South Park National Heritage Area, as generous as they are, are simply not extensive enough to cover the cost of the next phase of design and stabilization work at the Mill. A SHF grant award would allow us to propel momentum to complete the multiple phases of rehabilitation that are still to come.

Without a State Historical Fund grant this phase would be scaled down to the temporary enclosure of the North Tower to prevent further deterioration. It would drastically delay attention to the structural integrity of the center section of the building and the reconstruction of the tram tower, as well as the timeline and final goal of providing safe public access to the building and historic interpretation of the resource.

5. Other valid reasons for urgency. :

Public Benefit, Project Promotion and State Preservation Plan (0-20 points)

Public Supports and Benefits Considerations

- The use of the resource or project products.
- The source(s) of the cash match and whether it was provided by the community. Non-monetary ways the community supports this project.
- Enhancement of historic preservation, economic development, and heritage tourism.
- Encouragement of existing or new partnerships.
- Increasing historically excluded community engagement in preservation. (For example, LGBTQ+, women, religious minorities, etc.) Highly recommended:
- Attach at least five recent letters of support (dated within the last six months) from people and organizations who will use this resource, community members and elected officials.

1. Explain how the public supoorts and benefits from this project.*

This project benefits the local economy as it attracts heritage tourists to the area. Our contractor hired locals for the crew on site and those on the crew that are not local rent a place in town, shop at the local grocery store, and frequent local restaurants. As demonstrated in the letters of support from local business owners; businesses are excited about the project as it benefits the local economy.

Continued steps toward the Paris Mill's rehabilitation reinforce the County's commitment to preserving Park County (and Colorado's) mining heritage. The mill, which will be accessible year-round and is located only 3 miles off a state highway, will be used as a museum for interpreting the area's mining history. The target audience ranges from residents who are invested in local history to recreational and heritage tourists who appreciate the unique area and would like to learn more about its historic resources.

The Town of Alma has a population of less than 300 and few economic generators, except its proximity to a number of 14,000-foot mountains accessible from the nearby Kite Lake Trailhead. An active interpretation program at the Paris Mill would bring numerous visitors to this small mountain community, which has committed itself to historic preservation by housing its Town Hall in a historic school and working toward the preservation of 3 local landmark community buildings. The economic benefit to the community is expected to be substantial, bringing in additional dollars to local businesses and hopefully funding continued preservation projects in Alma. This iconic piece of history is a large part of the story of Alma and rehabilitating the mill would highlight this history and culture of the area. History is a huge draw for tourists and to have such an important structure in a beautiful natural landscape is very special. Rehabilitating the Paris Mill is a vast step toward sustainability for a small rural community.

Preservation efforts at the Paris Mill have been widely successful since its listing on Colorado's Most Endangered Places List. Continued work on the Paris Mill fosters the relationship between Park County and the citizens of Alma, who heavily depend on recreation off of Paris Mill's access road, Buckskin Road, for their economy. The town of Alma continues to be an important voice in decision-making for the future use and development of the mill. Partnership between the County, the Alma Foundation, and Mosquito Range Heritage Initiative is strengthened by preservation efforts at the mill, with volunteers from these organizations providing valuable volunteer experience to monitoring the mill and ensuring it is respected by visitors. The public has a strong interest in the Paris Mill and public meetings have resulted in an overwhelming response for rehabilitation and public access. By working towards this goal Park County's relationship with the community of Alma and the general public has greatly increased.

This scope of work submitted in this grant application will not include a technical workshop on historic preservation treatments. However, once the rehabilitation of the Paris Mill is complete, it is Park County's goal to have technical demonstrations of preservation trades at the mill highlighting heavy timber construction and traditional joinery methods. The completed rehabilitation of the mill will always be an example of historic preservation efforts and the project team is dedicated to sharing this with others interested in or actively working towards rehabilitating a historic mill.

A rehabilitated Paris Mill will contribute to the education and promotion of historic preservation through its accessibility to the public. Guided tours will demonstrate historic preservation's ability to transform historic spaces for the public benefit. Photographs will exhibit the mill's extensive rehabilitation for visitors, providing before, after, and in-progress images. The mill will be able to showcase demonstrations of traditional trades prevalent to the mill's period of significance (1895-1937) and lectures on historic construction methods, using the mill as a case study.

Investment of this project is deep rooted and is seen through the generous support of local organizations and community members. Small donations have been secured by the Town of Alma, the Alma Foundation, Mosquito Range Heritage Initiative, Arrakis Mining, and Park County citizens.

Recently when providing a tour of the mill it was described as a "time capsule". The amount of original machinery intact is remarkable and it is as if the mill is frozen in time to tell the tale of mining process and switch over.

2. Explain how you will promote this project, such as:

- Public events or celebrations
- Physical and digital media
- Presentations
- Other

Project Promotion*

As the Paris Mill project moves towards fully opening to the public the project team has hosted several tours of the building. Participants have included Senator Michael Bennett, Congresswoman Brittany Pettersen, the board of Colorado Preservation Inc. (CPI) and local / county dignitaries.

Progress and updates regarding Paris Mill are regularly featured in SPNHA's South Park Heritage magazine and Park County's newspaper, The Flume. Park County's Department of Heritage and Tourism employs local media and marketing company, Mt. Bailey to promote the mill through a variety of social media platforms and inspiring drone videos.

Presentation at Alliance of National Heritage Area Conference on the rehabilitation of Paris Mill (PowerPoint attached). National Heritage Area funding is a major source of match for this project and supporting this relationship and keeping the heritage area alliance up to date on our progress is essential. (number in attendance: 35)

Presentation was given at Park County's "People, Places & Spaces" conference Event (40 in attendance).

The project team developed a true-to-scale 1:20 physical architectural model of Paris Mill as a way to connect the public with this project. The model is located in the historic Park County Courthouse. Visitors are attracted to this nationally nominated building and upon entrance are guided to view the model. (Roughly have 100 visitors each summer)

Paris Mill has been recognized as one Colorado Preservation Inc's Most Endangered Places (2019) and has received several awards for the progress made in earlier Phases of rehabilitation – including the Endangered Places Progress Award (2021).

Park County would like to bring in guest speakers to give presentations on topics relevant to the Mill and its ongoing preservation. SHF signs are already displayed at the site and entrance gate off the County road.

3. Explain how this project will directly support at least two goals in the Colorado Preservation Plan 2030.*

State Preservation Plan*

A. Preserving the Places that Matter:

Mining landscapes, sites, structures, and equipment are listed in the 2020 Colorado Statewide Preservation Plan as threatened and under-represented resource types. With its local historic significance and extensive amount of original machinery, the National Register listed Paris Mill is an excellent example of this type of resource. As an essential component of the overall Paris Mill rehabilitation plan, phase 5b prepares the way for completion of the unique and prominent

tower section as well as completion of the east wing. The award of an SHF grant would make possible the work critically needed to protect this important mining resource.

F. Advancing Preservation Practices:

Phase 9 design work and temporary stabilization for the rehabilitation of the Paris Mill has multiple components which serve to advance Colorado state of the art in preservation practices. Multiple issues with the Mill structure and foundation systems have been discovered throughout the project. The solutions to these issues will require the kind of novel, outside of the box thinking demonstrated during previous phases. The Paris Mill rehabilitation is a project that advances the knowledge base of preservation practice and employs new solutions for heritage preservation.

Project Timeline

- I understand that if awarded, it can take up to 6 weeks to execute the grant agreement with the State Historical Fund.
- I understand that the State Historical Fund agreement period is 24 months and this project will be completed within that time period.
- I understand that the State Historical Fund has 30 calendar days to complete review of the deliverables (products) that will be required with this project and I have accounted for the 30 day reviews within the 24 month agreement period.
- I understand that weather may delay completion of some projects and I have accounted for possible delays within the 24 month agreement period.

Provide Name and Title for authorized representative acknowledging the terms above and date of completion.

Authorized Representative Full Name*

Authorized Representative Title*

Date of Acknowledgement*

Agreement

Acknowledgement of Award Conditions

I understand and agree with the following conditions associated with all State Historical Fund grants:

- I understand that my organization will enter into a grant agreement with the State of Colorado. My organization will be responsible for meeting the terms of the grant agreement, and cannot pass fiscal or project responsibility to another organization.

- I understand that the State grant agreement contains non-negotiable terms, and it is my responsibility to review theSHF grant templates prior to going under award to assure that my organization accepts those terms.

- I understand that my organization will work in partnership with the State Historical Fund to meet the Secretary of the Interior's Standards for the Treatment of Historic Properties. I will comply with State Historical Fund review expectations and refrain from carrying out any work until I have the approval of a State Historical Fund Resource Specialist to proceed. For archaeology and survey projects, I will adhere to the currentColorado Cultural Resource Survey Manual.

- I understand that all cash match must be in the bank before my organization signs the State Historical Fund grant agreement.

- I understand that my organization is solely responsible for determining if my cash match resources are eligible for use with State Historical Fund grant programs.

- I understand that the State Historical Fund will only pay for work that takes place within the State Historical Fund grant agreement period.

- I understand that all project expenses must be associated with one of the tasks listed in my scope and budget and reported as such. I am not allowed to collapse task items under one category.

- I understand project cost savings will be shared with the State Historical Fund according to the grant request/cash match ratio.

- I understand that the State Historical Fund will require documentation of any and all grant administration or indirect expenditures, including time sheets, rates, and clear calculations.

- I understand that property protections may apply to my project based on project type and cumulative State Historical Fund funds previously received for work on the building. If applicable, I will receive a letter explaining the requirements after all applications are processed.

- I understand that my organization must adhere to all program policies, state regulations, provisions, and laws.

- I understand that my organization cannot use State Historical Fund funds in a manner that may result in an actual or perceived conflict of interest.

Provide Name and Title for authorized representative acknowledging the terms above and date of completion.

Authorized Representative Full Name*

Authorized Representative Title*

Date of Acknowledgement*

By checking this box, you are confirming that the Applicant Organization Representative understands and agrees with and agree with the above conditions associated with State Historical Fund grants, if awarded.	No

▼ Documents

REQUIRED

Please download, complete, and attach each of the following. Uploads must be dated within the last 6 months.

Signature Page

Please download, complete, and attach your Signature Page. A blank copy can be found here.

Signature Page

Colorado Substitute W-9 Applicant Organization

Colorado Substitute W-9 Applicant Organization

IRS Letter of Determination (Only required for religious organizations).

IRS Letter of Determination

HIGHLY RECOMMENDED

For each of the following items listed below, click the plus sign (+) in the Grant Documents section below. Select the appropriate document type from the select list while uploading.

- Bids/Estimates/Proposals
- Letters of Support
- Overall Image
- Professional Project Team Members' Resumes
- Excerpts of most recent supporting documents.

Examples include: archaeological assessment, historic structure assessment, construction documents,

survey forms, reports.

OPTIONAL

For each of the following items listed below, click the plus sign (+) in the Grant Documents section below. Select the appropriate document type from the select list while uploading.

- Detailed Scope of Work and Budget
- Historic Images
- Maps, Site Plans, or Drawings
- Media Images, Newspaper Clippings, etc.
- Research Design - For example, document outlining archaeological or survey research questions and methods for obtaining data to answer those questions.
- Miscellaneous Attachments

GRANT DOCUMENTS

County of Park, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: AWH Family Law LLC

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into by and between the Board of County Commissioners of the County of Park, a body politic organized and existing by virtue of the laws of the State of Colorado, whose address is 856 Castello Avenue, P.O. Box 1373, Fairplay, Colorado 80440 (the "County"), and AWH Family Law LLC, a contractor with offices at 8310 South Valley Highway, Suite 300, Englewood CO 80112 ("Contractor") (each individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the County requires certain professional services as more fully described in **Exhibit A**; and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the professional services; and

WHEREAS, the County desires to contract with the Contractor subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Services. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Services" or "Scope of Services"). The Parties recognize and acknowledge that, although the County has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the County the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the County, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

B. Changes to Services or Equipment. A change in the Scope of Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the County, no agent, employee, or representative of the County is authorized to modify any term of this Agreement.

C. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the County concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

D. Time of Performance. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Board of County Commissioners, County Manager, or a person expressly authorized in writing to direct the Contractor's services. Contractor agrees that failure to complete any of the Services during the term of this Agreement, or as may be more specifically set forth in **Exhibit A**, shall be deemed a breach of hereof.

II. TERM AND TERMINATION

A. Term. This Agreement shall commence on March 1, 2026 (the "Effective Date") and shall continue until February 28, 2027 or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

B. County Unilateral Termination. This Agreement may be terminated by the County for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the County's exercise of the right of unilateral termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the County and such documents, data, studies, and reports shall become the property of the County; and

3. The Contractor shall submit to the County a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the County within thirty (30) days of the date of termination; thereafter, the County shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon

which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, "reasonable time" shall not be less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the County within fifteen (15) days of the Termination Date contained in the written notice. Thereafter, the County shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Suspension of Services. The County may suspend the Contractor's performance of the Services at the County's discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon Contractor's receipt of such notice of suspension from the County, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the County.

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the County Representative or the Contractor Representative at the address set forth in Section XII.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

III. REPRESENTATIVES AND SUPERVISION

A. County Representative. The County representative responsible for oversight of this Agreement and the Contractor's performance of Services hereunder shall be the County Manager or his or her designee ("County Representative"). The County Representative shall act as the County's primary point of contact with the Contractor.

B. Contractor Representative. The Contractor representative under this Agreement shall be Shay Taylor ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the County. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the County.

C. County Supervision. The Contractor shall provide all Services with little or no daily supervision by County staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the County's need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and

be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement. Notwithstanding the foregoing, the County reserves the right to monitor and evaluate the progress and performance of Contractor to ensure the terms of this Agreement are being satisfactorily met in accordance with the County's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the County relating to such monitoring and evaluation.

IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed Eighty Five Thousand Dollars ($85,000) ("Not-to-Exceed Amount") unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the County. In consideration for the completion of the Scope of Services by Contractor, the County shall pay Contractor as follows:

☒ If this box is checked, the County shall pay Contractor on a time and materials basis in accordance with the rate schedule shown in **Exhibit B**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the County for such fees, costs and expenses. Final payment may be requested by the Contractor upon completion and the County's acceptance of all work or Services as set forth in **Exhibit A**.

☐ If this box is checked, the County shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment on __[insert date here]__.

B. Invoicing. The County shall make payments to Contractor in accordance with subsection A of this section IV within thirty (30) days after receipt and approval of invoices submitted by Contractor. If payment is on a time and materials basis, Contractor shall submit invoices to the County no more frequently than monthly and shall identify the specific Services performed for which payment is requested.

C. Receipts. The County, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement or services to the Contractor, or any subcontractor if this is deemed necessary to protect the County's interest. The County, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

D. Reimbursable Expenses.

1. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses.

2. If the Agreement is for compensation based on a time and materials basis, the following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the County without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

- ☐ None
- ☐ Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax deductible business expense)
- ☒ Printing and Photocopying Related to the Services (billed at actual cost)
- ☐ Long Distance Telephone Charges Related to the Services
- ☒ Postage and Delivery Services
- ☐ Lodging and Meals (but only with prior written approval of the County as to dates and maximum amount)
- ☒ Reimbursable Costs as defined in **Exhibit B**, Section 1.2

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the County and shall not be paid by the County.

E. No Waiver. The County's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

VI. PROFESSIONAL RESPONSIBILITY

A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by law.

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement. If Contractor engages subcontractors to perform any part of the Services, Contractor shall include section VIII (Indemnification) in any such subcontracts.

VII. INDEPENDENT CONTRACTOR

A. General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a County employee for any purposes.

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the County shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

C. Insurance Coverage and Employment Benefits. The County will not include the Contractor as an insured under any policy the County has for itself. The County shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE COUNTY PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

D. Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the County for any Employee Benefits; the Contractor will defend the County from any claim and will indemnify the County against any liability for any Employee Benefits for the Contractor imposed on the County; and the Contractor will reimburse

the County for any award, judgment, or fine against the County based on the position the Contractor was ever the County's employee, and all attorneys' fees and costs the County reasonably incurs defending itself against any such liability.

VIII. INSURANCE

A. General. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

☒ The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR

☐ The Contractor shall secure and maintain the following ("Required Insurance"):

☐ Worker's Compensation insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law.

☐ Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars ($1,000,000.00) each occurrence and of Two Million Dollars ($2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the County as Certificate Holder and name the County, and its elected officials, officers, employees and agents as additional insured parties.

☐ Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars ($1,000,000.00) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the County as

Certificate Holder and name the County, and its elected officials, officers, employees and agents as additional insured parties.

☐ Professional Liability (errors and omissions) insurance with a minimum limit of coverage of One Million Dollars ($1,000,000.00) per claim and Two Million Dollars ($2,000,000) aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the County as a Certificate Holder.

B. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the County, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy. For any and all insurance policies required hereunder, Contractor shall waive subrogation rights against the County.

C. Insurance Certificates. Contractor shall provide the County a certificate of insurance and all endorsement required hereunder as evidence that the required policies are in full force and effect prior to the commencement of the Services. The certificate shall identify the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the County may immediately terminate this Agreement, or, at its discretion, the County may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. All monies paid by the County, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the County immediately upon demand by the County. At the County's sole discretion, the County may offset the cost of the premiums against any monies due to the Contractor from the County pursuant to this Agreement.

IX. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the County and its officers, insurers, volunteers, representatives, agents, employees, and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is

caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the County may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

X. RESERVED

XI. REMEDIES

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions the County may take include:

1. Suspend the Contractor’s performance pending necessary corrective action as specified by the County without the Contractor’s entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the County; and/or

4. Terminate this Agreement in accordance with this Agreement.

B. The foregoing remedies are cumulative and the County, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

XII. RECORDS AND OWNERSHIP

A. Retention and Open Records Act Compliance. Contractor hereby acknowledges that the County is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-101

et seq. ("CORA"). As such, this Agreement may be subject to public disclosure under CORA. Furthermore, all records of the Contractor related to the provision of Services hereunder, including public records as defined in CORA, and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the County's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the County offices or accessible and opened for public inspection in accordance with CORA and County policies. Public records requests for such records shall be processed in accordance with County policies. Contractor agrees to allow access by the County and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the County. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

B. County's Right of Inspection. The County shall have the right to request that the Contractor provide to the County a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the County of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Park County upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the County. Other materials, statistical data derived from other clients and other client projects, software, methodology and proprietary work used or provided by the Contractor to the County not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the County and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The County shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by County staff and/or employees; or (2) pursuant to a request under CORA, to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services. The Contractor may publicly state that it performs the Services for the County.

D. Return of Records to County. At the County's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the County in a reasonable format and with an index as determined and requested by the County.

XIII. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Park County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the County shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first class United States Mail, to the party at the address set forth below.

If to the County:	**If to Contractor**:
Park County Attn: County Manager 856 Castello Avenue P.O. Box 1373 Fairplay, CO 80440	Contractor's Name Attn: Angela R. Whitford AWH Family Law LLC 8310 S Valley HWY, Ste 300 Englewood, CO 80112
With Copy to: Park County Attorney Michow Guckenberger McAskin LLP 5299 DTC Boulevard, Suite 300 Greenwood Village, CO 80111	With Copy to:

E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

G. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

H. Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

I. Governmental Immunity. The County, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended ("CGIA"), or otherwise available to the County and its officers or employees.

J. Rights and Remedies. In the event of a breach of this Agreement by Contractor, the County shall have the right, but not the obligation, to obtain specific performance of the Services. In addition, if the County terminates this Agreement, in whole or in part, due to a breach by Contractor, Contractor shall be liable for actual and consequential damages to the County. The rights and remedies of the County under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the County's legal or equitable remedies, or the period in which such remedies may be asserted.

K. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the County not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the County hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XII shall not authorize assignment.

M. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

N. Release of Information. The Contractor shall not, without the prior written approval of the County, release any privileged or confidential information obtained in connection with the Services or this Agreement.

O. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the County's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VII (Independent Contractor), VIII (Insurance), IX (Indemnification) and XIII (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) Annual Appropriation), (N) (Release of Information) and (O) Attorneys' Fees, shall survive the expiration or termination of this Agreement. Any additional terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

R. Force Majeure. Neither the Contractor nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

S. Protection of Personal Identifying Information. In the event the Services include or require the County to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party services providers.

T. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of Park County and the Contractor and bind their respective entities.

U. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

V. Web Accessibility Compliance Requirements. Contractor agrees to provide Services in a manner that ensures the County's full compliance with applicable web accessibility requirements set forth in C.R.S. § 24-34-802 and associated regulations, as may be amended from time to time.

THIS AGREEMENT is executed and made effective as provided above.

BOARD OF COUNTY COMMISSIONERS
PARK COUNTY, COLORADO

By: _____
David B. Wissel, Chair

Date of execution: _____

ATTEST:

By: _____
Milena Kassel, County Clerk

APPROVED AS TO FORM:
(*excluding exhibits*)

By: _____
County Attorney

CONTRACTOR:

By: Angela R Whitford

Printed Name: Angela R. Whitford

Title: Attorney and Founder of AWH Family Law LLC

Date of execution: 2/27/26

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this 27 day of February, 2026, by Angela R. Whitford as Attorney & Founder of AWH Family Law LLC, a Legal Firm.

My commission expires: 08/10/2028

LUSVARDI KARAPETIAN
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20164034091
MY COMMISSION EXPIRES AUG 10, 2028
(SEAL)

Notary Public

EXHIBIT A
SCOPE OF SERVICES

1.0 Services As directed by the Park County Director of Human Services and the Board of Human Services, the Firm shall perform the following services (hereinafter collectively the "Services"):

1.1 Provide to Park County DHS all necessary professional legal services, advice, and counsel, associated with DHS administration and implementation of the services and programs described in the statutory provisions of the Colorado Department of Human Services, Division of Child Welfare, and other matters of concern to DHS for the term of this Agreement.

1.2 Maintain records (including record of expenses incurred) deemed necessary pursuant to general accounting procedures and practices acceptable to the Colorado Department of Human Services. All records of funds collected and disbursed, and records of costs incurred, shall be made available for audit purposes to United States government agencies, Colorado state agencies and DHS.

1.3 File all motions/petitions/court orders and all other documentation necessary for DHS to conduct Dependency and Neglect (D&N), Juvenile Delinquency (JD) and Adult Protection matters.

1.4 Schedule/attend all court proceedings (telephonically or in person) involving D&N, JD, and Adult Protections matters.

1.5 When necessary, attend and participate in conferences with Park County DHS in preparation for all court hearings involving DHS court proceedings including Dependency and Neglect, adoption and post-adoption hearings, and from time to time JD and Adult Protection matters.

1.6 Conduct all legal preparation activities for D&N court proceedings, adoption and post - adoption hearing, and when called upon, for JD and Adult Protection proceedings.

1.7 Provide legal services to DHS concerning: fraud investigations; state agency administrative hearings, and other legal matters including litigation which are not covered by the County insurance pool.

1.8 Respond to requests for legal representation from the Director of DHS and the Board of County Commissioners.

1.9 At no direct cost to Park County, obtain and maintain professional licenses and insurance as may be required for attorneys within the State of Colorado.

1.10 At the request of the Park County DHS Director, provide formal quarterly consulting and training sessions with DHS staff to support their casework practice.

EXHIBIT B
COMPENSATION

1.1 In consideration of and for the performance of the Services, the Attorney shall be compensated in the amount of $7,083.33 per month, $85,000 annually as specifically set forth in Section.

1.2 For purposes of this Agreement, "Reimbursable Costs" to be paid directly by the County and/or to be reimbursed to the Firm in addition to the compensation set forth in Section III.A. of the Agreement and Section 1.1 above shall include only the following costs and expenses if reasonably comparable to charges imposed by others in the profession and actually incurred by the Firm as accost of performance of the Services: (1) process services fees; (2) docket or filing fees, witness fees, transcription or stenographic fees, and other court or hearing-related fees and expenses customarily incurred in the performance of legal services; (3) mailing and delivery charges provided that no single expense shall exceed $100.00 without the approval of the Director of Human Services or the Board of Human Services; (4) long distance telephone charges at the rate of the long distance charges; (5) publication costs; (6) facsimile or other electronic document transmission system charges; and (7) any other cost approved by the Director of Human Services or the Board of Human Service prior to the cost being incurred.

1.3 The Firm's engagement of any Firms is subject to approval by the Director of Human Services. The Department shall retain and pay directly for any service provider and any expert required to perform services such as parent/child interactional assessments, evaluations or for those experts or individuals required to testify in any case (i.e. therapists, doctors, and/or social workers from other counties).

EXHIBIT C
RESPONSIBILITIES

1.0 Firm Responsibilities. The Firm shall:

1.1 Perform the Services with a degree of care and skill ordinarily exercised under similar circumstances by members of the same profession practicing m the same locality as the Firm's principal office. The Firm represents to the County that it's attorneys are properly licensed within the state of Colorado for the performance of the Services, are admitted to the state courts and any other court or tribunal in which the attorneys may reasonably be expected to appear for purposes of the Services, and possesses the skills, knowledge, and abilities to competently and professionally perform the Services in accordance with this Agreement and the standard set by this paragraph. Failure of any attorney of the Firm to be properly licensed or admitted to necessary courts or tribunals shall constitute a breach of this Agreement by the Firm and shall entitle the County to unilaterally and immediately terminate this Agreement upon the payment in full of compensation and reimbursable expenses earned by the Firm up to and only including the date that Firm failed to hold such license or admission.

1.2 Through its attorneys the Firm shall perform the Services, except as otherwise permitted by this Agreement. The Firm may retain and compensate other qualified attorneys (agents) to appear in court or consult with the Department in case of emergency or the unavailability of the attorneys of the Firm due to circumstances beyond the control of the Firm.

1.3 Maintain reasonable records and a filing system that permits an efficient and professional transfer of records and matters to the County or another Firm upon termination or expiration of this Agreement.

1.4 To the extent required by law, protect the confidentiality of all records and other materials that are maintained in accordance with this Agreement. The Firm shall advise and provide its employees and others acting with or under the supervision of the Firm with a copy or written explanation of the requirement of confidentiality before access to any confidential data is permitted by the Firm.

1.5 Adhere to and comply with all applicable federal and state laws, including, but not limited to, the Civil Rights Act of 1964, regulations of the Department of Health, Education and Welfare, and the Social Security Act Monitoring. The Firm shall permit the County, DHS, Colorado Department of Human Services, or the Department of Health, Education and Welfare, and any other duly authorized agent or governmental agency, to monitor all activities conducted by the Firm pursuant to the terms of this Agreement. As the monitoring agency may in its sole discretion deem necessary or procedures, examinations, or any other reasonable procedures. All such monitoring shall be performed in a manner that will not unduly interfere with the performance of the Services.

1.6 Bill or invoice DHS on a monthly basis by the 20th of each month following performance of Services under Section III.A. of the Agreement and Exhibit B. Such monthly invoice shall also include an itemization and the substantiating documentation for all Reimbursable Costs that were incurred for the prior month. The Firm shall take reasonable steps to maintain confidentiality of all bills and invoices by clearly marked the

invoices as "confidential-attorney client privilege" or other means of protecting against inadvertent disclosure.

2.0 DHS Responsibilities. The Park County DHS shall:

2.1 Perform audits and/or inspections of its records at any reasonable time during the term of this Agreement and for a period of five (5) years following the date of final payment under this Agreement, to assure compliance with its terms and/or evaluate the Firm's performance of the Services.

2.2 By the Director of Human Services, monitor through staff reports the quality and timeliness of services delivered by the Firm each month.

2.3 Timely and attentively respond to inquiries and questions from the Firm and participate as a client of the Firm's in the Firm's representation of DHS and the County.

2.4 Authorize payment of the Monthly Contract Payment and Reimbursable Costs after receipt of each billing statement or invoice provided in accordance with this Agreement. The County shall pay the balance stated in the invoice within thirty (30) days of the County's receipt of the invoice, unless the County informs the Firm in writing of objections to the billing statement or invoice within ten (10) days following the County's receipt of the statement or invoice. If the County objects, the Firm will provide sufficient information to substantiate the cost. Any invoiced charge or cost not contested or objected to shall be paid by the County within the specified period. Any invoiced amounts that are not contested by the County and which are outstanding owing after 30 days of the County's receipt of a properly submitted invoice will bear interest at the rate of 1.0% simple interest per month (12% per annum) commencing upon the fifteenth day following the date of the County's receipt of the invoice, until paid. Payment, and any notice permitted or required by this Agreement, shall be deemed made and completed upon hand delivery to the Firm or any employee or designee of the Firm or upon deposit of such payment in the U.S. Mail, postage pre-paid, addressed to the Firm at the address identified for the Firm in this Agreement.

U.S. Public Sector – Master Services Agreement

This U.S. Public Sector - Master Services Agreement (this "**Agreement**") is made between the UKG entity set forth in the Order or Statement of Work that references this Agreement ("**UKG**") and the Federal or SLED entity that signs such Order or Statement of Work ("**Customer**"). CUSTOMER AGREES THAT ITS USE OF UKG'S SUBSCRIPTION SERVICES AND UKG'S PERFORMANCE OF PROFESSIONAL, TRAINING, AND SUPPORT SERVICES ARE SUBJECT TO AND GOVERNED EXCLUSIVELY BY THIS AGREEMENT AND ANY ADDITIONAL TERMS STATED IN THE ORDER OR STATEMENT OF WORK, INCLUDING ANY ATTACHMENTS THERETO. This Agreement is effective as of the effective date stated in the applicable Order or Statement of Work ("**Effective Date**"). If Customer is not the United States Federal Government ("**Federal**") or a Federal Agency, as well as state, local, or public education entities created by the Applicable Laws (including constitution or statute) of the applicable state ("**SLED**"), the UKG Master Services Agreement, which is generally available at https://www.ukg.com/msa (or other such titled written or electronic agreement addressing the same subject matter) shall apply. The Agreement posted on the date Customer signs the applicable Order or Statement of Work will apply for the duration of the Order or Statement of Work; however, UKG reserves the right to change the Master Services Agreement posted on this URL from time to time, but such change will not affect then existing Orders or Statements of Work. Archived Master Services Agreements can be found at: https://www.ukg.com/global-msas-archive

1. Services

1.1. Subscription Services. The Subscription Services will be identified in the Order and will be provided solely as set forth in the applicable Services Description. During the Initial Term and all applicable Renewal Terms defined in the Order, UKG will provide the Subscription Services to Customer and Customer may use such Subscription Services solely for its internal business purposes to manage the type and number of its employees subject to and conditioned on payment by Customer of all fees and Customer's compliance with this Agreement, the Services Description, the Documentation, and the Order. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by UKG regarding future functionality or features.

1.2. Support Services. UKG shall maintain a trained and knowledgeable staff capable of providing support for the Subscription Services. UKG will use commercially reasonable diligence to correct reproducible errors when reported to UKG and provide phone, email, or online support 24 hours a day / 7 days a week as set forth in the UKG Support Policy located in the applicable Services Description and also available at https://www.ukg.com/saas-support-policies-and-services. UKG will also provide scheduled and periodic enhancements and modifications to the Subscription Services, including bug fixes, to correct reproducible errors reported to UKG.

1.3. Professional Services. UKG will provide the Professional Services listed in the Order, in accordance with the applicable Statement of Work. If Customer requests additional Services that were not previously identified on an Order or Statement of Work, then the Parties may need to execute additional Orders or Statements of Work.

1.4. Training Services. In connection with a Subscription Service, UKG will provide (a) live virtual training facilitated by a knowledgeable instructor and delivered remotely via a published schedule intended for (i) the core team to help key functional and technical users make informed solution design and configuration decisions and to provide fundamental product knowledge, and (ii) an application and system administrator to prepare functional and technical super users to perform their most common tasks in the solution; and (b) self-paced product training. Training Services outside the scope of this section shall be provided by UKG as described in the Order and Statement of Work.

2. Acknowledgements

2.1. Reservation of Rights. The Subscription Services are provided with a limited right to use and are not sold, and UKG reserves and retains all rights not expressly granted in this Agreement. UKG has and shall maintain sole and exclusive ownership of all rights, title, and interests in the Services and Documentation, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights, trademarks, brands, and other intellectual property rights pertaining thereto). There will be no "work for hire" created as part of the Services or any deliverables owned by Customer, and all works, customizations, models, and developments created by UKG shall be considered a part of the Services.

2.2. Use Restrictions. Except as expressly provided in this Agreement, no other use of the Subscription Services is permitted. Customer may not, and may not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Subscription Services, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the Subscription Services; (b) license, sell, transfer, assign, distribute, or outsource use of the Subscription Services or Documentation, or provide service bureau, data processing, or time sharing access to the Subscription Services, or otherwise use the Subscription Services to provide payroll or human resource record keeping for third parties; (c) create any "links" to the Subscription Services to enable access by a third party, other than as permitted under this Agreement; (d) access or use the Subscription Services or Documentation to build or support, directly or indirectly, products or services competitive to UKG; (e) interfere with or disrupt the integrity or performance of any Subscription Services or any data contained therein; (f) attempt to gain unauthorized access to any Subscription Services or its related data, systems, or networks; or (g) remove or alter any proprietary notices or marks on the Subscription Services or Documentation.

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2.3. Customer Feedback. Customer has no obligation to provide UKG with any suggestion, enhancement request, recommendation, evaluation, correction, or other feedback about the Services ("**Feedback**"), but if it does, Customer grants to UKG and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, copy, modify, distribute, disclose, create derivative works, and make and incorporate such Feedback into its Services for any purpose. UKG has no obligation to incorporate or apply any Feedback to the Services.

2.4. Consent to Subcontract. Customer hereby consents to UKG subcontracting Services to persons or companies qualified by UKG to provide Services on UKG's behalf. UKG may also fulfill its obligations related to certain Services through its affiliates. UKG shall be responsible for the actions of its subcontractors and Affiliates.

2.5. Compliance with Laws. UKG shall comply with Applicable Laws in performing its obligations hereunder. Customer shall comply with Applicable Laws when using the Services and remains solely responsible for its compliance with Applicable Laws, including, but not limited to, with respect to the configuration and use of the Services and regardless of whether UKG provides assistance with Customer compliance matters. Customer acknowledges that the specific record retention requirements established under Applicable Laws relating to Customer are the responsibility of Customer and not UKG.

2.6. Upgrades. The Subscription Services may be upgraded or changed at any time as required by normal business conditions, provided that such changes will not materially diminish the functionality of the Subscription Services. Any changes to the Subscription Services will be applicable to all UKG customers of the Subscription Services and material changes will be deployed with reasonable advance notification via the Subscription Services.

2.7. Acceptable Use. Customer will use the Services in full compliance with the Acceptable Use Policy attached as Exhibit 1 and which could be found in http://www.ukg.com/acceptable-use-policy ("**Acceptable Use Policy**"), which requires Customer not to (a) use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive, (b) use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device, (c) interfere with or fail to cooperate with any UKG investigation of a security incident involving any UKG system, infrastructure or customer data, (d) make network connections to any users, hosts, or networks unless Customer has permission to communicate with them, and (e) use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mails or other messages.

2.8. Access Credentials. Except as otherwise provided herein, Customer will not provide any third party with access credentials to the Subscription Services or Documentation and will safeguard and compel all users to safeguard the access credentials. Customer will be responsible for all acts and omissions of its users, including any transactions conducted using Customer's access credentials, whether such use is authorized or unauthorized, and UKG will not be responsible or liable for any such transactions. Customer will notify UKG promptly if it learns of any unauthorized use of any access credentials or any other known or suspected breach of security. If Customer's department or public agencies use the Subscription Services which Customer controls without Customer requiring such department or public agency to execute a separate Order with UKG to establish its own tenant environment, then Customer will be fully responsible and liable for all use and misuse of the Subscription Services by such department or public agency, and will fully cooperate with UKG in enforcing all of its rights to, interests in, and protection of the Services, including in seeking equitable remedies against any department or public agency that breaches Section 2 of this Agreement. Customer may also allow use of the Subscription Services by its legally bound contractors, provided such use is solely on Customer's behalf, is strictly in compliance with the terms and conditions of this Agreement, Customer at all times remains in control of and retains management over the Subscription Services, and Customer is liable for all breaches of this Agreement by such contractor. Customer authorizes UKG to provide such Customer contractors access to the Subscription Services.

2.9. Connectivity. Customer is responsible for securing, paying for, and maintaining connectivity to the Subscription Services from Customer's location(s) via the internet, including any and all related hardware, software, third party services, and related equipment and components for such connectivity. Customer agrees that UKG will have no liability for such connectivity and Customer will not be excused from any of its obligations under the Agreement due to the quality, speed, or interruption of the communication lines from the Customer's location(s) to the internet.

3. Fees and Taxes

UKG understands that Customer may be subject to Applicable Laws governing payment, including availability of funds, timing of payments, late payment interest penalties, and taxes.

3.1. Fees. All fees are due and Customer will pay the fees on the payment terms, Billing Frequency and in the currency indicated in the Order. For each Order, the billing period of the fees will start on the Billing Start Date as set forth in the Order and will continue for the time period indicated as the Initial Term and all Renewal Terms, each as defined on the Order. Customer is responsible to pay for the Services for the entire Initial Term and each Renewal Term. UKG may increase the fees as set forth in the Order. The increased fees will be set forth in the applicable invoice. Except as otherwise specified in the Order and this Agreement (a) subscription fees are based on Subscription Services purchased and not time of actual usage; (b) minimum quantities purchased cannot be decreased during the relevant the then current Initial Term or Renewal Term; (c) additional quantities may be purchased; and (d) payment obligations are non-cancelable and fees paid are non-refundable.

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3.2. Taxes. *This section applies only if Customer has not provided with a valid tax exemption certificate authorized and honored by applicable taxing authorities that covers all Taxes.* The fees exclude, and Customer will be responsible for, all applicable sales, use, excise, withholding, VAT, and any other similar taxes, duties, tariff and charges of any kind imposed by any governmental entity in connection with the Services (excluding taxes based solely on UKG's income) ("**Taxes**").

3.3. Late Payment. Any invoices not reasonably disputed in writing within thirty (30) days from the invoice date of receipt will be deemed accepted, undisputed due and payable as set forth in the invoice. All undisputed invoices not paid within thirty (30) days after the date such amounts are due and payable may accrue interest at a rate up to the maximum allowable by applicable law. Customer will reimburse UKG for any costs reasonably incurred by UKG in connection with collecting amounts payable under this Agreement. If Customer is more than thirty (30) days overdue in its payment of an undisputed amount due, then UKG reserves the right to suspend the Services or access to the Services provided under the applicable Order, but only until such payment is made to UKG and provided that UKG gives Customer at least ten (10) business days prior written notice of the overdue amount before UKG suspends the Services. Upon payment in full of all overdue amounts, UKG will restore the Services.

4. Data, Security and Privacy

4.1. Ownership of Customer Data. Customer shall retain ownership of all rights, title, and interests in and to Customer Data. Customer Data is available from the Services at any time during the term in standard data format. No ownership rights in Customer Data will transfer to UKG. UKG will maintain backup copies of Customer Data as required to maintain and provide the Services, but for no other purposes and it is up to Customer to maintain backup copies of all data and information that Customer inputs into the Services or otherwise provides to UKG.

4.2. Use of Customer Data. Consistent with common Software as a Service (SaaS) industry practices and in accordance with Applicable Laws, UKG collects Customer Data to regularly update the Services to appropriate market standards and security. All Customer Data collected is used solely for the purpose of providing and improving the Services and enhancing the customer experience with new functionalities.

4.3. Collection of Personal Information. Services may employ applications and tools that collect and process Personal Information that may be required by UKG to provide the requested Services or functionality included in or related to those Services. If Customer wishes to stop the collection and processing of Personal Information, Customer may need to uninstall or discontinue using certain Services.

4.4. Data Privacy and Security. Each Party agrees to comply with Applicable Laws in its processing of Personal Information. UKG and its subprocessors will process Personal Information in accordance with UKG's DPA. All Customer Data will be secured and protected as set forth in the Technical and Organizational Measures of UKG's DPA.

5. Confidentiality

5.1. Definition. "Confidential Information" is any non-public information relating to a Party that is disclosed pursuant to any Order or this Agreement, and which reasonably should be understood by the recipient of such information to be confidential because of (a) legends or other markings; (b) the circumstances of the disclosure; or (c) the nature of the information itself.

5.2. Exceptions. Information will not be considered Confidential Information if the information was (a) in the public domain without any breach of this Agreement; (b) disclosed to the receiving Party on a non-confidential basis from a source lawfully in possession of such Confidential Information and, to the knowledge of the receiving Party, is not prohibited from disclosing such Confidential Information to receiving Party; (c) released in writing from confidential treatment by disclosing Party; or (d) is independently developed by the receiving Party without use of or reference to the Confidential Information.

5.3. Nondisclosure. Except as expressly permitted in this section, neither Party will disclose the other Party's Confidential Information to any third party.

5.4. Protection. Each Party will secure and protect the Confidential Information of the other Party with a reasonable standard of care commensurate with the sensitivity of such Confidential Information and using precautions that are at least as stringent as it takes to protect its own Confidential Information of like nature, but no less than reasonable precautions.

5.5. Use. Each Party will only use the Confidential Information of the other Party as expressly permitted by or as required to exercise their rights, duties, and obligations under this Agreement.

5.6. Disclosure Exceptions. Confidential Information may be shared with and disclosed to (a) any Affiliate, subcontractor, or other third party who has a need to know to enable the receiving Party to exercise its rights or perform its obligations in connection with this Agreement and have non-disclosure obligations at least as stringent as the confidentiality provisions of this Agreement that apply to the Confidential Information; or (b) any court or governmental agency of competent jurisdiction, pursuant to a subpoena, order, civil investigative demand or similar process with which the receiving Party is legally obligated to comply, and of which the receiving Party notifies disclosing Party as required by a legal process, including in connection with any proceeding to establish a Party's rights or obligations under this Agreement (provided

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however that, when permitted by Applicable Law, a Party will give the other reasonable prior written notice so that the disclosing Party has an opportunity to contest any disclosure required by a legal process).

5.7. FOIA/Public Disclosure Laws. Notwithstanding any confidentiality obligations in the Agreement, UKG acknowledges that Customer may be compelled to disclose Confidential Information pursuant to the Federal Freedom of Information Act and any state equivalents or other open-records or public disclosure Applicable Laws. Customer may disclose such information to third parties upon written request to the extent compelled by such Applicable Laws; provided that, prior to any such disclosure, Customer provides prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at UKG's cost, if UKG wishes to limit or contest the scope of the disclosure in whole or in part.

6. Warranty

6.1. Mutual Warranties. Each Party hereby warrants that (a) it has the full right and authority to enter into this Agreement; and (b) the performance of its obligations and duties under this Agreement does not conflict with or result in a breach of any other agreement of such Party or any judgment, order, or decree by which such Party is bound.

6.2. Subscription Services Warranty. UKG warrants that the Subscription Services will substantially conform with the Documentation and that the functionality of the Subscription Services will not be materially diminished or adversely modified. In the event of a material breach of the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, at UKG's cost, UKG will make commercially reasonable efforts to remedy such breach, provided that if UKG cannot substantially remedy such breach, then Customer may terminate the affected Subscription Services in accordance with Section 7.2.2. Customer agrees to report any non-conformance of the Subscription Services within thirty (30) days of its discovery and provide UKG with reasonable information and assistance to enable UKG to reproduce or verify the non-conforming aspect of the Subscription Services. Customer's delay or failure to notify UKG within that period will not affect Customer's right to receive warranty remedies unless UKG is impaired in its ability to correct the deficiency due to Customer delay or failure to notify.

6.3. Professional, Support, and Training Services Warranty. UKG warrants that the Professional Services, Support Services, and Training Services will be performed by qualified personnel in a good and professional manner. In the event UKG materially breaches the warranty described in this Section, UKG shall, as Customer's exclusive remedy and UKG's sole obligation, reperform the deficient aspect of the Professional, Support, or Training Service, at UKG's cost. In the event that UKG cannot substantially remedy such material breach, UKG will refund any fees prepaid by Customer for the affected Services. Customer must report any deficiencies in such Services, including Professional Services, within thirty (30) days of the completion of the Services and provide UKG with reasonable information and assistance to reperform the non-conforming aspect of the Professional, Support, or Training Service.

6.4. Disclaimer. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UKG DISCLAIMS ALL OTHER WARRANTIES NOT SET FORTH IN THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, AND ANY PRODUCTS PROVIDED BY UKG. UKG DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY OTHER PRODUCT OR SERVICE PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CUSTOMER MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED; HOWEVER, (UNLESS AND ONLY TO THE EXTENT SUCH LAW PROVIDES OTHERWISE) ANY SUCH WARRANTY RIGHTS EXTEND ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT.

6.5. Customer Warranty. Customer warrants that it has all rights and required consents to provide Customer Data to UKG.

7. Term and Termination

7.1. Term of the Agreement. The term of this Agreement commences on the Effective Date and continues until the stated term in each applicable Order or as otherwise terminated as permitted in this Agreement. At the expiration of the Initial Term, and at the expiration of each Renewal Term, each as indicated on the Order, the Services will automatically renew for the duration indicated on the Order as the Renewal Term.

7.2. Types of Termination

7.2.1. Non-renewal. Either Party may terminate any Service identified in an Order upon at least sixty (60) days prior written notice to be effective at the expiration of the then current Initial Term or a Renewal Term.

7.2.2. For Cause. Either Party may terminate this Agreement, or any Service identified in an Order, if the other Party fails to perform any material obligation under this Agreement, and such Party is not able to cure the non-performance within thirty (30) days of written notice of such default with reasonably sufficient detail regarding the alleged breach of such obligation, provided that UKG may immediately terminate or suspend Customer's access to the Services if Customer is in breach of the "Use Restrictions", "Acceptable Use", or "Confidentiality" sections

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of this Agreement if necessary to prevent further harm. Either Party may immediately terminate this Agreement and all Orders if the other Party has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy. Other than as expressly permitted in this Agreement, or an Order, SOW, or Services Description, neither Party may terminate this Agreement and each Party remains fully obligated to the terms and conditions herein.

7.2.3. For Non-Appropriation of Funds. If Customer is a US Federal, State, or Local governmental entity that relies on funding which is allocated at the federal, state and/or local level to fund the Service in the Agreement, then, to the extent required by law, the following will apply: Customer may terminate the Service in the event of a reduction in appropriations to any fund(s) from which UKG is to be paid for Services ordered under this Agreement but not yet delivered. Customer will provide a ninety (90) day prior written notice in the event of such termination to UKG and Customer agrees to pay for the products delivered and the services performed by UKG prior to the effective date of such notice. In the event of such termination, Customer shall not be entitled to a refund of pre-paid Services, such as the support fees. Customer acknowledges that by executing an Order Form for the Services, Customer has received fiscal appropriations for the amounts due during the Initial or Renewal Term (as applicable) as indicated on such Order.

7.3. Effects of Termination. The following terms apply if an Order is terminated for any reason:

7.3.1. Fees. All fees will be paid by Customer for amounts accrued or due through the effective date of termination. If the Order is terminated for UKG's breach of the Agreement in accordance with Section 7.2.2, any fees prepaid by Customer for the Service not rendered prior to the effective date of termination will be credited against Customer's account, with any remaining amounts refunded to Customer within thirty (30) days of the effective date of termination. . If this Agreement or the Order terminates before the end of the then-current term of the Order for any reason other than UKG's uncured material breach in accordance with Section 7.2.2, all unpaid Fees remaining for the duration of the Order term are due and payable upon such termination.

7.3.2. Cessation of Services. UKG will cease to provide the Services to Customer and Customer's right to use and access the Subscription Services will end as of the effective date of termination.

7.3.3. Deletion of Customer Data. UKG will delete Customer Data as part of its standard deletion process after Customer's rights to access the Subscription Services and retrieve Customer Data have ended, unless otherwise provided under this Agreement, a Services Description, Order, SOW, or another document. UKG will delete Customer Data in a series of steps and in accordance with UKG's standard business practices for destruction of Customer Data and system backups. UKG has no obligation to retain Customer Data and Customer Data may be permanently deleted as part of UKG's data management program(s) or practice(s), and in accordance with Applicable Laws.

7.3.4. Confidential Information. UKG and Customer will each return or destroy any Confidential Information of the other Party, with any retained Confidential Information remaining subject to this Agreement.

8. Indemnification

8.1. Claims Against Customer. UKG will defend Customer and Customer's respective directors, officers, and employees, who are acting on behalf of Customer ("Customer Indemnified Parties"), from and against any and all third party Claims to the extent the Services or Documentation infringe or misappropriate any registered copyright or patent. UKG will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, damages, costs, or expenses (including, without limitation, reasonable attorneys' fees) actually awarded by a court of applicable jurisdiction to the extent resulting from such third party Claim, or as a result of UKG's settlement of such third party Claim.

8.2. Mitigation. In the event that a final injunction is obtained against Customer's use of the Subscription Services by reason of infringement or misappropriation, or if in UKG's opinion, the use of the Subscription Services is likely to become the subject of a successful Claim of infringement or misappropriation, UKG (at its option and expense) will use commercially reasonable efforts to either (a) procure for Customer the right to continue using the Subscription Services as provided in the Agreement; or (b) replace or modify the Subscription Services so that they become non-infringing but remain substantively similar to the affected Subscription Services. Should neither (a) nor (b) be commercially reasonable, either Party may terminate the applicable Subscription Services and the rights granted hereunder upon written notice, at which time UKG will provide a refund to Customer of any fees paid by Customer for the infringing elements covering the period of their unavailability.

8.3. Exceptions. UKG will have no liability to indemnify or defend Customer to the extent the Claim(s) is based on (a) use other than as expressly permitted by this Agreement or by UKG in writing; or (b) use in conjunction with any equipment, service, or software not provided by UKG, where the Subscription Services would not otherwise infringe, misappropriate, or become the subject of the third party Claim.

8.4. Qualifications. Customer will provide written notice to UKG promptly after receiving notice of a third party Claim. If defense of such third party Claim is materially prejudiced by a delay in providing notice, UKG will be relieved from providing such

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indemnity to the extent of the delay's impact on the defense. UKG will have sole control of the defense of any indemnified third party Claim and all negotiations for its settlement or compromise, provided that UKG will not enter into any settlement which imposes any obligations on Customer without the prior written consent of Customer. Customer will cooperate fully (at UKG's request and expense) with UKG in the defense, settlement, and compromise of any such action. Customer may retain its own counsel at its own expense, subject to UKG's rights above.

8.5. Government Control of Defense. If Customer is a US Federal, State, or Local governmental entity, then, to the extent required by law, the following will apply: Any provision of the Agreement requiring UKG to defend or indemnify Customer is hereby amended, solely to the extent required by Applicable Laws, to provide that the U.S. Department of Justice (for a Federal Customer) or applicable State Attorney General's Office (for a SLED Customer) has the right to represent the respective Federal or SLED entity in litigation and other formal proceedings at its own cost. Subject to approval of the U.S. Department of Justice (for a Federal Customer) or applicable State Attorney General's Office (for a SLED Customer),if applicable, Customer shall tender defense of action to UKG upon request by UKG.

8.6. EXCEPT AS SET FORTH HEREIN, UKG DISCLAIMS ALL OTHER OBLIGATIONS TO INDEMNIFY CUSTOMER FROM ANY AND ALL FORMS OF CLAIMS, LIABILITIES, AND DAMAGES. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, CUSTOMER WAIVES ALL OTHER INDEMNITY CLAIMS AGAINST UKG.

9. Limitations of Liability

9.1. Monetary Cap. DURING ANY TWELVE (12) MONTH CONTRACT TERM (BEGINNING ON THE EFFECTIVE DATE OF THE APPLICABLE ORDER), UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SERVICE PROVIDED TO CUSTOMER SHALL IN NO EVENT EXCEED THE AMOUNT PAID OR PAYABLE TO UKG DURING SUCH TWELVE (12) MONTH CONTRACT TERM FOR THE SERVICE GIVING RISE TO SUCH CLAIM(S).

9.2. Exclusion of Damages. UKG WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; FOR THE COST OF ACQUIRING OR TRANSITIONING TO SUBSTITUTE OR REPLACEMENT SERVICES; OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST GOODWILL, OR LOST DATA RESULTING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, HOWEVER CAUSED; OR ANY DAMAGES TO THE EXTENT CAUSED BY CUSTOMER'S DATA OR APPLICATIONS, CUSTOMER'S ALLOWANCE OF UNAUTHORIZED THIRD PARTY ACCESS, OR CUSTOMER'S INTRODUCTION OF MALICIOUS CODE.

9.3. Applicability of Limitations. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF LEGAL THEORY AND THE REASON LIABILITY IS ASSERTED, EVEN IF UKG HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT SHALL OPERATE TO EXCLUDE OR LIMIT THE LIABILITY OF ANY PARTY TO THE EXTENT SUCH LIABILITY CANNOT LAWFULLY BE SO LIMITED OR EXCLUDED UNDER APPLICABLE LAW. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. General

10.1. Jurisdiction & Dispute Resolution. This Agreement is governed by and is to be interpreted solely in accordance with the laws of the State of Florida, without regard to any conflict of law provision that would result in the application of a different body of law, and each Party agrees to submit to exclusive venue in the courts of Broward County, Florida or the federal courts in the Southern District of Florida in any dispute arising out of or relating to this Agreement. Each Party hereby waives any right to a jury trial in connection with any action or litigation in any way arising out of or related to this Agreement, or any services provided by UKG. The United Nations Commission on International Trade Law, the United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement.

10.2. Federal Government Use Provision. If the ultimate end user is a U.S. federal government entity, then it acknowledges that the Subscription Services, Equipment and Documentation consist of "commercial services" and "commercial products," as defined in FAR 2.101, consisting of "commercial computer software," "commercial computer software documentation" and "technical data" as these terms are used in FAR 12.211-12.212 and in DFARS 227.7202, as applicable. All such government end users will comply with these TOU while using Subscription Services, Equipment and Documentation. the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Subscription Services, Equipment and Documentation shall be as provided in this TOU, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If such

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Customer needs any additional rights, it must negotiate a mutually agreed addendum to these TOU specifically granting those rights.

10.3. Export. Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the generality of the foregoing, Customer represents that it is not on any U.S. government denied- party list and it shall not make the Services available to any person or entity that (a) is located in a country that is subject to a U.S. government embargo; (b) is listed on any U.S. government list of prohibited or restricted parties; or (c) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.

10.4. Equipment. If Customer is ordering Equipment and Equipment Support Services, the provisions of the Equipment and Equipment Support Services will be in accordance with these terms: https://www.ukg.com/global-equipment-terms.

10.5. UKG's Employer Obligations. UKG is responsible for compliance with all requirements and obligations relating to its employees under all Applicable Laws including, but not limited to, employer's obligations under laws relating to: payroll, income tax withholding and reporting; civil rights; equal employment opportunity; discrimination on the basis of age, sex, race, color, religion, disability, national origin, or veteran status; overtime; minimum wage; social security contribution and withholding; unemployment insurance; employer's liability insurance; worker's compensation; veteran's rights; and all other employment, labor, or benefits related laws.

10.6. Human Trafficking and Modern Slavery. UKG shall comply with all Applicable Laws regarding slavery and human trafficking of the state, province, and country/countries in which they are performing the Services and doing business, including, but not limited to, the California Transparency in Supply Chains Act and the United Kingdom Modern Slavery Act.

10.7. E-Verify. To the extent required by Applicable Laws, UKG agrees to utilize the U.S. Department of Homeland Security's E-Verify system, to verify the employment eligibility of all persons assigned by UKG to perform work in the United States pursuant to this Agreement.

10.8. Code of Conduct. UKG uses commercially reasonable efforts to provide for UKG employees and subcontractors who perform Services under this Agreement comply with UKG's codes of conduct available at https://www.ukg.com/company/esg, as may be modified by UKG from time to time.

10.9. Severability and Waiver. The invalidity or illegality of any provision in this Agreement will not affect the validity of any other provision. All unaffected provisions remain in full force and effect. The waiver of any breach of this Agreement will not constitute a waiver of any subsequent breach or default and will not negate the rights of the waiving Party.

10.10. Surviving Provisions. Provisions in this Agreement which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Agreement, including provisions relating to acknowledgements, reservation of rights, use restrictions, fees, confidentiality, limits of liability, indemnification, and termination, will so survive.

10.11. Assignment. This Agreement cannot be assigned by a Party, whether by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement in its entirety (including all Orders and Statements of Work) as part of a merger, acquisition, transfer, or sale of all or substantially all of its assets, stock or business, including to an Affiliate, so long as the assignee agrees to be bound by all of the terms and conditions of this Agreement, the Orders, and Statements of Work. In the event of such an assignment, the non-assigning party shall be entitled to request from the assignee reasonable information to demonstrate that the assignee has the necessary resources and expertise to provide the Service. In no event shall Customer have the right to assign the Agreement to a direct competitor of UKG. This Agreement shall be binding on and inure to the benefit of all permitted predecessors, successors, and assigns of each Party.

10.12. Force Majeure. If an unforeseeable event reasonably beyond the control of either of the Parties arises to prevent a Party from performing its obligations under this Agreement, including, but not limited to, acts of war, terrorism, uprising, acts of nature like earthquakes or floods, measures of any governmental authority in response to pandemics, epidemics or other viral or bacterial outbreaks, civil unrest, embargoes, riots, sabotage, labor shortages, changes in laws or regulations, the failure of the internet or communications via common networks, failure of payment transfer mechanisms (but not lack of funds to make payments), power or system failure, or a delay in transportation (collectively "**Force Majeure**"), each Party will be excused from performance of its obligations under this Agreement, for the duration of the Force Majeure affecting such Party, provided that the affected Party will use reasonable efforts to mitigate the impact of the Force Majeure. Notwithstanding the foregoing, UKG remains obligated to provide disaster recovery portions of the Services to the extent not also prevented by the Force Majeure.

10.13. Publicity. UKG will not publicize matters relating to Customer's use of the Services without Customer's prior consent. Despite the foregoing, UKG may identify the Customer as a UKG customer and use Customer's name, trademark, and logo, in any and all media, including without limitation, UKG's advertising literature, marketing materials, websites, and lists of UKG's customers; however, such usage shall not be classified as an advertisement but only identification as an entity

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who receives the Service from UKG. For the avoidance of doubt, this section does not prohibit UKG from referencing Customer's name in a verbal format.

10.14. Notice. When either Party needs to provide notice or consent under this Agreement, those notices and consents must be in writing and considered delivered upon actual receipt ("**Notice**"). Notices to UKG must be sent to the following: UKGLegal@ukg.com with a copy to EVP Chief Legal Officer, UKG Inc., 900 Chelmsford Street, Lowell, MA 01851. Notices to Customer will be sent to the contact listed on the applicable Order. Notices sent elsewhere will not be considered effective under this Agreement. Any cure period required under this Agreement will begin on the date the Notice is received.

10.15. eSignature. Each Party agrees that an eSignature (or a facsimile signature by the authorized representative) is evidence of acceptance of a valid and enforceable agreement.

10.16. No Third Party Beneficiaries. The provisions of this Agreement are for the sole benefit of the Parties and they will not be construed as conferring any rights on any third party nor are there any third party beneficiaries to this Agreement.

10.17. Titles and Headings. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

10.18. Relationship of the Parties. The Parties are independent contractors. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or constitute any Party to be the agent of the other Party for any purpose.

10.19. Entire Agreement. This Agreement (and any information referenced herein, including in an exhibit, schedule, attachment, annex, or at any URL) along with any corresponding Order, SOW, and Services Description constitute the entire agreement between the Parties pertaining to each Order and any promises, negotiations or representations not expressly stated in this Agreement are not actionable by Customer and shall not serve as the grounds to invalidate or terminate this Agreement or any Order. This Agreement supersedes all prior and contemporaneous representations, negotiations, and communications between the Parties relating to the Services and its subject matter. Customer acknowledges that it has not relied upon any such representations, negotiations, and communications, and waives any rights or claims arising from such representations, negotiations, and communications, including any claims for fraud or misrepresentation. This Agreement may only be amended in writing signed by each of the Parties. If Customer uses its own purchase order or similar document, any terms or conditions in such purchase order are null and void. In the event of a conflict between the provisions contained in this Agreement and those contained in an Order, the following order of precedence shall apply: (1) the Order and (2) this Agreement.

11. Definitions

11.1. "Affiliates" means, as to UKG, those entities that are directly or indirectly controlled by UKG Inc.; and as to Customer, those Customer entities that directly or indirectly control, are controlled by, or are under common control with Customer. "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, or otherwise.

11.2. "Applicable Law(s)" means all laws, codes, legislative acts, regulations, ordinances, administrative rules, rules of court, and court orders applicable to a Party's respective business.

11.3. "Claim(s)" means any and all notices, charges, claims, proceedings, actions, causes of action and suits.

11.4. "Customer Data" means all content, information, and data, including but not limited to Personal Data, that is input into the Subscription Services by or on behalf of Customer.

11.5. 1"Documentation" means the Services Descriptions and other written specifications for the Subscription Services published online on the UKG Community available to its customers.

11.6. "DPA" means UKG's U.S. Data Processing Agreement located at https://www.ukg.com/us-dpa.

11.7. "Equipment" means the UKG Equipment which is set forth in an Order.

11.8. "Order" means an order form, agreed by both Parties, which is subject to this Agreement or otherwise references this Agreement, setting out, among other things, the type and quantity of employees that may be managed in the Subscription Services, the term of the Order, price and payment terms of the Services to be provided by UKG, and the fees to be paid by Customer.

11.9. "Party" or "Parties" means UKG or Customer, or both, as the context dictates.

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11.10. "Personal Information" means Customer Data related to a Data Subject as defined under U.S Privacy Laws, including "personal information" as defined under the California Consumer Privacy Act ("**CCPA**") and any similar terms, such as "personally identifiable information"

11.11. "Professional Services" means the deployment, launch, configuration, implementation, integration, delivery, consulting, managed, and other similar services provided hereunder.

11.12. "Services" means the (a) Subscription Services; (b) Support Services; (c) Professional Services; (d) Training Services; and (e) other services or offerings as set forth in an Order.

11.13. "Services Description" means the supplemental terms applicable to a Subscription Service or other offerings located at http://www.ukg.com/services-descriptions.

11.14. "Statement of Work" or "SOW" means a document executed by both Parties, which is subject to this Agreement and the applicable Order or otherwise references this Agreement, detailing the scope of Professional Services or Training Services, the associated fees, and other applicable terms.

11.15. "Subscription Services" means those UKG software-as-a-service ("**SaaS**") applications set forth on the Order and made available to Customer via a hosted multi-tenant environment to use on a subscription basis, as well as all agents, Application Programming Interfaces ("**APIs**"), Software Development Kits ("**SDKs**"), software plugins, and other software and code provided in connection with such applications, as well as the UKG data accessible therein.

11.16. "Support Services" means support and maintenance services provided by UKG for the Subscription Services, as described in this Agreement.

11.17. "Training Services" means in person and virtual instructor-led training and courses, including online, on-demand, in-product, and on-site courses provided by UKG.

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Exhibit 1

Acceptable Use Policy

This Acceptable Use Policy (this "**Policy**") describes prohibited uses of the Services. In accordance with the Agreement, Customer agrees to use the Services in accordance with the latest version of this Policy.

1. Prohibited Use.

Customer agrees that it shall not use the Services, nor authorize, encourage, promote, facilitate or instruct others including its authorized users or Affiliates to use the Services as set forth below:

PROHIBITED USE	DESCRIPTIONS AND EXAMPLES
(a) No Illegal, Harmful, or Offensive Use or Content	Customer may not use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include, but are not limited to: **Illegal Activities.** Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography. **Harmful or Fraudulent Activities.** Activities that may be harmful to others, UKG's operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices. **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others. **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts. **Harmful Content**. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.
(b) No Security Violations	Customer may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include, but are not limited to: **Unauthorized Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System. Customer will not perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan on any System. **Interception.** Monitoring of data or traffic on a System without permission. **Falsification of Origin.** Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers. **No Use of Robots.** Customer will not use any tool designed to automatically emulate the actions of a human user (e.g., robots)
(c) No Network Abuse	Customer may not make network connections to any users, hosts, or networks unless Customer has permission to communicate with them. Prohibited activities include, but are not limited to: **Monitoring or Crawling.** Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled. **Denial of Service (DoS).** Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective. **Intentional Interference.** Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques. **Operation of Certain Network Services.** Operating network services like open proxies, open mail relays, or open recursive domain name servers.

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PROHIBITED USE	DESCRIPTIONS AND EXAMPLES
	Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.
(d) No E-Mail or Other Message Abuse	Customer will not use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. Customer will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. Customer will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

2. Monitoring and Enforcement

UKG reserves the right, but does not assume the obligation, to investigate any violation of this Policy or misuse of the Services. UKG may:

- investigate violations of this Policy or misuse of the Services; or
- remove, disable access to, or modify any content or resource that violates this Policy.

If Customer violates the Policy or authorizes or helps others to do so, UKG may suspend use of the Services until the violation is corrected or terminate the Agreement for cause in accordance with the terms of the Agreement. UKG may modify this Policy at any time upon written notice to Customer of a revised version.

UKG may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. UKG's reporting may include disclosing appropriate customer information. UKG also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

3. Reporting of Violations of this Policy by Customer

If Customer becomes aware of any violation of this Policy, Customer will immediately notify UKG and provide UKG with assistance, as requested, to stop or remedy the violation.

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PARK COUNTY PLANNING COMMISSION
PLANNING DEPARTMENT STAFF REPORT

Planning Commission Hearing Date: February 25, 2026

To: Planning Commission

Date: February 18, 2026

Prepared by: Shelli Yarbrough, Planner I

Subject: KPCO Common Plat Amendment

Case #: A25-0113

Request: The applicant is requesting a common plat amendment to move the boundary line between lots 2277 & 2278, unit 44, of the Estates of Colorado Subdivision.

Application Summary:

Applicant:	Keith Parker, KPCO Holdings LLC
Owner:	Keith Parker, KPCO Holdings LLC
Location:	Parcel numbers 11498 & 15254, identified as lots 2277 & 2278 in unit 44 of the Estates of Colorado Subdivision – addressed as 4254 Atila Rd, Hartsel.
Zone District:	Residential
Surrounding Zoning:	Residential & Agricultural (A Zoning Map is included as Attachment 1)
Lot Size:	Lot 2277 – 6.00 acres Lot 2278 – 7.62 acres
Existing Lot Use:	Lot 2277 is residential, vacant land. Lot 2278 is residential, assessed with a shed.
Proposed Lot Use:	The amended lots will remain residential.

Background:

The subject properties are in the Estates of Colorado Subdivision, south of HWY 24, near Hartsel. Mr. Parker purchased lots 2273, 2277 & 2278 in December of 2020. He is not interested in consolidating the lots. A Vicinity Map and an Aerial Site Map of the property are included as Attachments 2 and 3. The applicant would like to move the boundary line between lots 2277 & 2278, with lot 2277 receiving just under an acre from lot 2278. This request will bring the current structures on lot 2277 into compliance with

current Park County setback requirements and for the proposed dwelling to meet setbacks in the future.

This request complies with the definition and requirements of a Common Plat Amendment in Section 6-500 of the Land Use Regulations.

Land Use Regulations:
Each of the standards for approval of a ***Common Plat Amendment*** (LUR Section 6-504) is addressed below.

A. The Common Plat Amendment amends a county-approved and recorded Minor Plat, Final Plat, or Exemption Plat;
The final subdivision plat for the Estates of Colorado, unit 44, was approved by the Board of County Commissioners and recorded in Park County on June 3, 1960 at Reception number 153606.

B. The Common Plat Amendment, as approved, either conforms to all applicable zoning or other standards or does not increase any nonconformity of an already legally nonconforming lot;
This Common Plat Amendment conforms to all applicable zoning and other standards found in the Park County Land Use Regulations.

C. The Common Plat Amendment, as approved, meets or satisfies all applicable requirements of these Land Use Regulations;
The plat amendment application is complete and meets the requirements of the Land Use Regulations.

D. The Common Plat Amendment, as approved, substantially conforms to the goals and policies of the Strategic Master Plan to the extent that such advisory provisions do not conflict with provisions or requirements of the Land Use Regulations and to the extent that such goals and policies set forth requirements which are sufficiently specific to permit the Planning Commission or the BOCC to decide that the dedication meets or fails to meet such goal or policy.
This Common Plat Amendment meets the requirements of the Land use Regulations and is not contradictory to any goals or policies of the 2016 Strategic Master Plan.

E. The proposed amendment would not cause significant hardship or inconvenience for adjacent or neighboring landowners; and
This amendment will not cause any hardship or inconvenience for neighboring landowners.

F. The proposed amendment does not create or result in an illogical or inefficient lot layout or subdivision.
This amendment is a request to move the boundary lines between two parcels with one parcel losing and one gaining 0.90 acres. No illogical layout or inefficiency is being created.

Impact Analysis:

No impacts are anticipated to the surrounding area.

Recommendation:

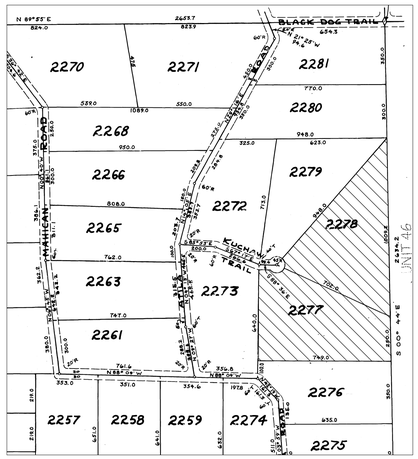
Based on the foregoing, staff recommends approval of the proposed common plat amendment with no conditions.

COMMON PLAT AMENDMENT

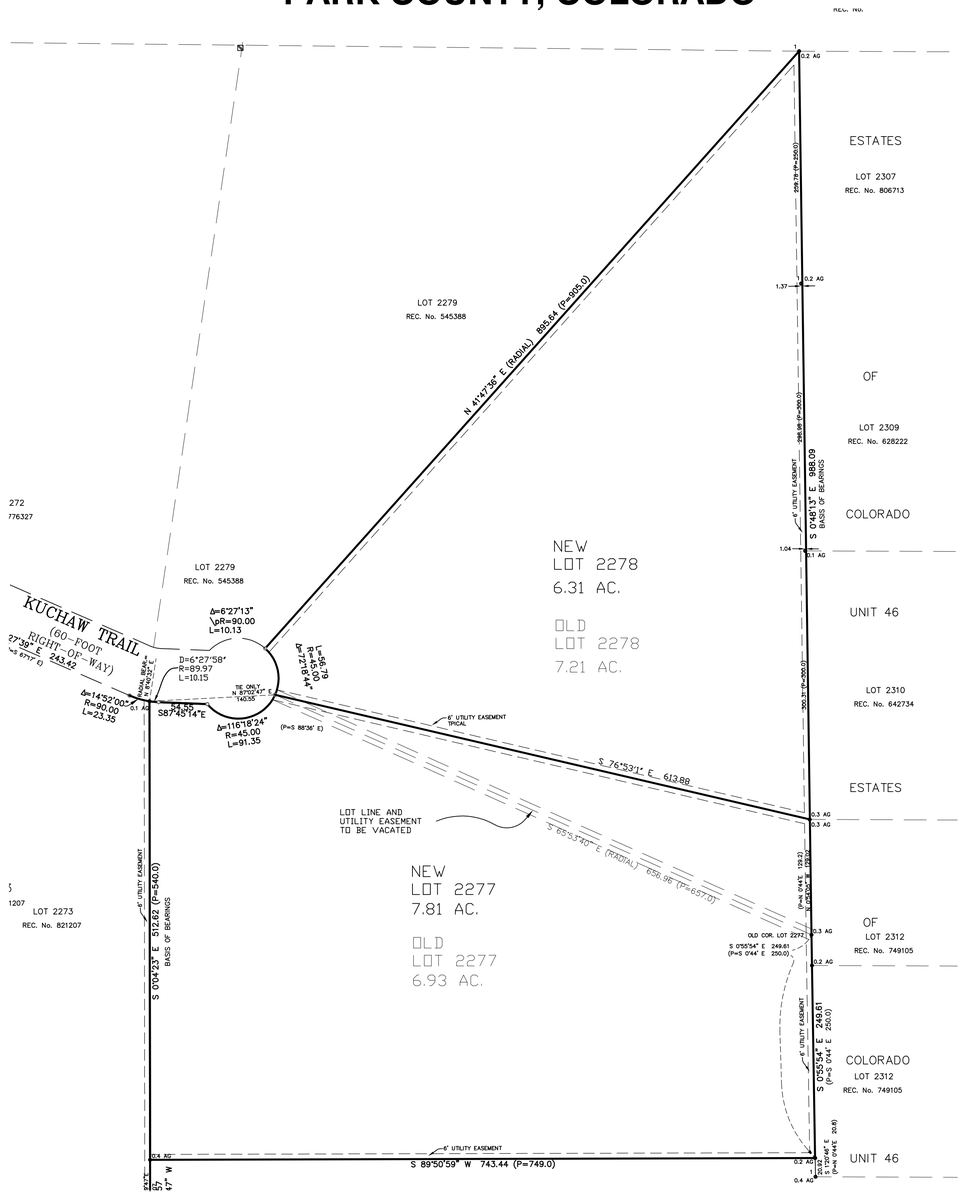
LOTS 2277 & 2278
ESTATES OF COLORADO, UNIT 44
(AS RECORDED JUNE , 1960 AT REC. NO. 153606)
LOCATED IN SECTION 5, TOWNSHIP 14 SOUTH, RANGE 75 WEST OF THE 6th P.M., PARK COUNTY, COLORADO

LEGEND

- ● INDICATES FOUND NO. 5 REBAR AND ALUM. OR YELLOW PLASTIC CAP, LS 11944 OR AS SHOWN
- ■ INDICATES SET #5 REBAR 1 1/2" 18" LONG, YELLOW PLASTIC CAP, LS 11944
- ( ) INDICATES FIELD MEASUREMENTS UNLESS OTHERWISE NOTED.
- —X—X— INDICATES EXISTING FENCE
- AG INDICATES ABOVE GROUND
- ALL TIES ARE PERPENDICULAR TO PROPERTY LINES



VICINITY MAP



SCALE

80 0 40 80 160

SCALE: 1"= 80'

LEGAL DESCRIPTION AND CERTIFICATE OF OWNERSHIP

Know all men of these present that KPCO HOLDINGS LLC, is (are) the owner(s) of certain lands in Park County, Colorado, described as follows:

ESTATES OF COLORADO, UNIT 44, LOTS 2277 & 2278

Containing 14.12 AC., more or less.

In Witness Whereof, we do hereunto set our hands and seals this __day of _____, 20__.
KPCO HOLDINGS LLC

_____
BY: KEITH PARKER

(if by corporation, president signs, secretary attests and corporate seal is affixed)

STATE OF_____)
) ss
COUNTY OF _____)

Acknowledged before me this _____ day of _____, 20__,
by _____.

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

_____
Notary Public

NOTES:

1) THE BASIS OF BEARING IS A CALCULATED BEARING OF THE LINE BETWEEN THE SW COR. OF LOT 2277 AND THE NW COR. OF LOT 2277 AS BEING N00°04'23"W, WITH BOTH CORNERS BEING FOUND MONUMENTS AS SHOWN.
2) CLIENT DID NOT WANT RIGHT-OF-WAYS AND EASEMENTS RESEARCHED AND SHOWN.
3) THE PURPOSE OF THIS SURVEY IS TO CHANGE THE COMMON LINE BETWEEN LOTS 2277 AND 2278, AND RENAME THE LOTS TO BE NEW LOT 2277 AND NEW LOT 2278.
4) MEASUREMENTS SHOWN IN PARENTHESIS ARE FIELD MEASUREMENTS, UNLESS OTHERWISE NOTED.
5) CERTIFICATION NOT VALID WITHOUT ORIGINAL SEAL AND SIGNATURE, THIS SURVEY AND ALL RELATED DOCUMENTS ARE FOR THE SOLE USE OF THE CLIENT AT THE DATE OF CERTIFICATION, AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESSED RESTATEMENT BY THE SURVEYOR NAMING SAID PERSON OR ENTITY.
6) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
7) ALL DIMENSIONS ARE IN U.S. SURVEY FEET
8) LEGAL DESCRIPTION FROM DEED FOR THIS PROPERTY IS RECORDED AT REC. NO. 776232.
9) THIS SURVEY IS BASED ON A PREVIOUS SURVEY PERFORMED BY COMPASS SURVEYING AND MAPPING, LLC.

LIMITATIONS OF ACTIONS AGAINST LAND SURVEYORS

ALL ACTIONS AGAINST ANY LAND SURVEYOR BROUGHT TO RECOVER DAMAGES RESULTING FROM ANY ALLEGED NEGLIGENT OR DEFECTIVE LAND SURVEY SHALL BE BROUGHT WITHIN THREE YEARS AFTER THE PERSON BRINGING THE ACTION EITHER DISCOVERED, OR IN THE EXERCISE OF REASONABLE DILIGENCE AND CONCERN, SHOULD HAVE DISCOVERED THE NEGLIGENCE OR DEFECT WHICH GAVE RISE TO SUCH ACTION, AND NOT THEREAFTER, BUT IN NO CASE SHALL SUCH AN ACTION BE BROUGHT MORE THAT TEN YEARS AFTER THE COMPLETION OF THE SURVEY UPON WHICH SUCH ACTION IS BASED.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT , THE RECORD INFORMATION, WHICH IS REFERENCED HEREON, IS THE RESULT OF RESEARCH PERFORMED BY BURNETT LAND SURVEYING, INC., AND IS NOT NECESSARILY COMPLETE OR CONCLUSIVE.

SURVEYOR'S CERTIFICATE

I hereby certify that the survey and the plat of the real property shown and described hereon were made by or under my direct responsibility, supervision, and checking, in strict compliance with Colorado statutes, and both survey and plat are true, accurate and complete.

_____
Thomas L. Burnett
Colorado License No. 11944

Date_____

APPROVAL BY BOARD OF COUNTY COMMISSIONERS:

APPROVED by the Park County Board of County Commissioners, this _____ day of _____, 20__ subject to the provision that the County shall not undertake the maintenance of dedicated public streets, roads, and thoroughfares until satisfactory construction thereof by the subdivider. Said public streets, roads, and thoroughfares will be accepted by resolution at a regular county Commissioners' meeting after completion, inspection, by Park County, and certification of construction in accordance with County standards.

ATTEST:

_____ _____
Park County Clerk and Recorder Chairperson

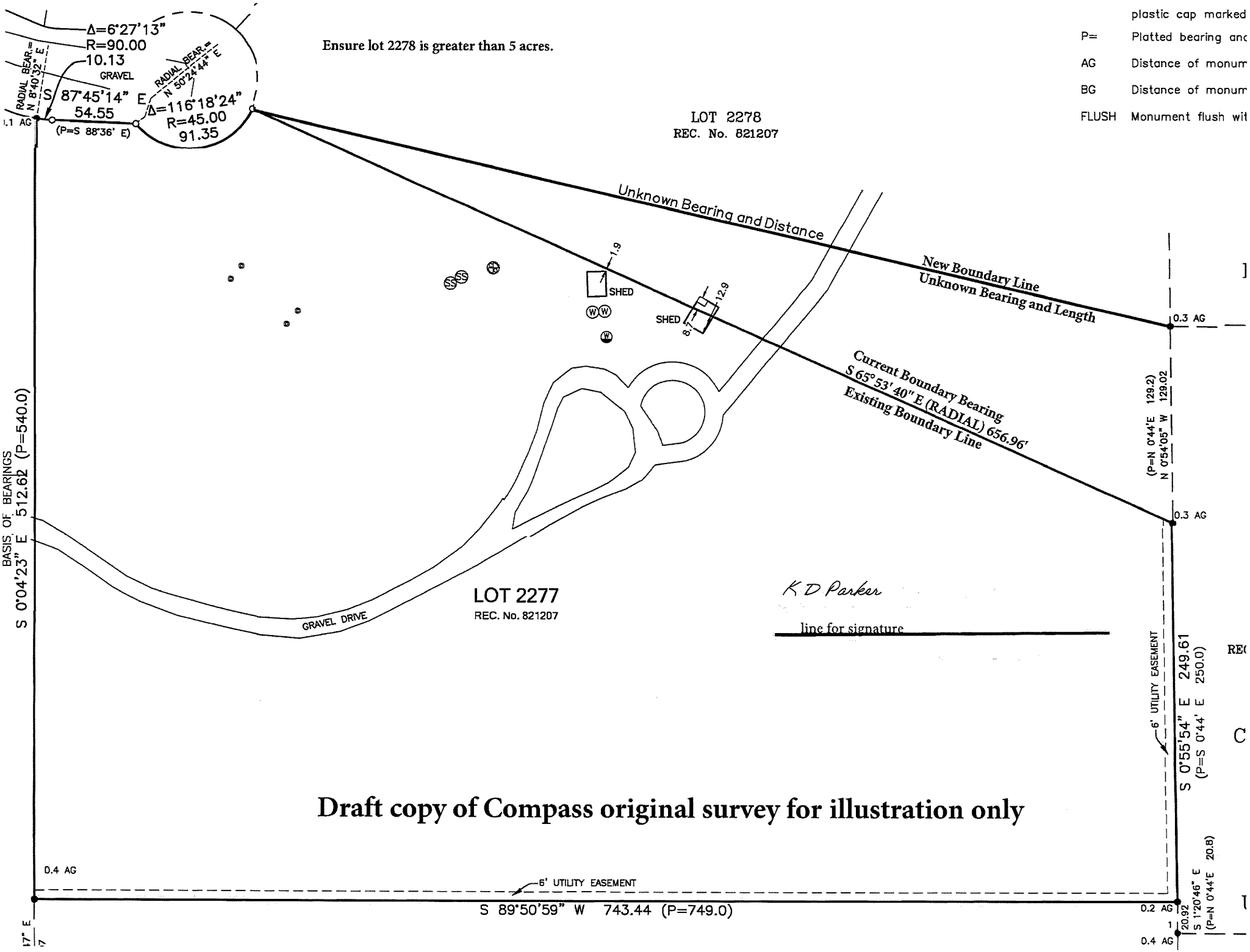
RECORDER'S CERTIFICATE

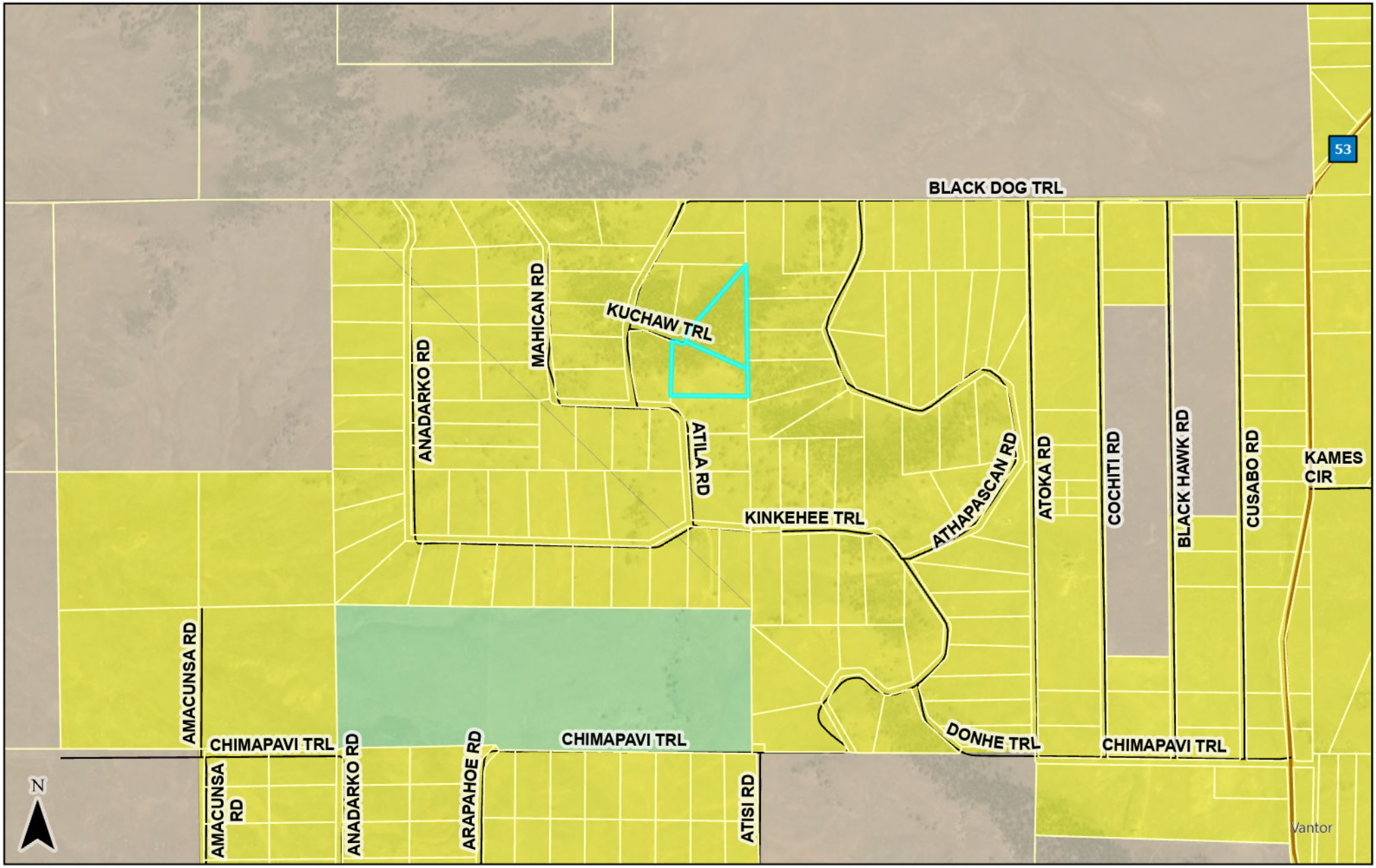
This Plat was filed for record in the office of the County Clerk and Recorder of Park County, at _____M. on ___the day of _____, A.D. 20__, and duly filed at Reception No._____

_____
Park County Clerk and Recorder

N O T I C E : ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BE COMMENCED MORE THAT TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

COMMON PLAT AMENDMENT		
LOTS 2277 AND 2278, ESTATES OF COLORADO UNIT #44 PARK COUNTY, COLORADO		
SEC. 5 T.14S R.75W. 6th P.M.	ADDRESS: 4254 ATILA RD	
BURNETT LAND SURVEYING, INC. P.O. BOX 1953, 351 HWY 285, STE 104 FAIRPLAY, COLORADO 80440 (719) 836-1425	DATE: DECEMBER 30, 2025 SCALE: 1"= 80' DRAWN BY: TLB JOB NO. 2025-411	PREPARED FOR: KPCO HOLDINGS LLC


Ensure lot 2278 is greater than 5 acres.
plastic cap marked
P= Platted bearing and
AG Distance of monum
BG Distance of monum
FLUSH Monument flush wit
Δ=6°27'13"
R=90.00
10.13
GRAVEL
RADIAL BEAR.= N 8°40'32" E
S 87°45'14" E
54.55
(P=S 88°36' E)
RADIAL BEAR.= N 50°24'44" E
Δ=116°18'24"
R=45.00
91.35
LOT 2278
REC. No. 821207
Unknown Bearing and Distance
New Boundary Line
Unknown Bearing and Length
Current Boundary Bearing
S 65°53'40" E (RADIAL) 656.96'
Existing Boundary Line
SHED
1.9
SHED
12.9
8.7
0.3 AG
(P=N 0°44'E 129.2)
N 0°54'05" W 129.02
0.3 AG
BASIS OF BEARINGS
S 0°04'23" E 512.62 (P=540.0)
LOT 2277
REC. No. 821207
GRAVEL DRIVE
KD Parker
line for signature
6' UTILITY EASEMENT
S 0°55'54" E 249.61
(P=S 0°44' E 250.0)
Draft copy of Compass original survey for illustration only
0.4 AG
6' UTILITY EASEMENT
S 89°50'59" W 743.44 (P=749.0)
0.2 AG
S 1°20'46" E 20.92
(P=N 0°44'E 20.8)
0.4 AG



Park County Planning & Zoning

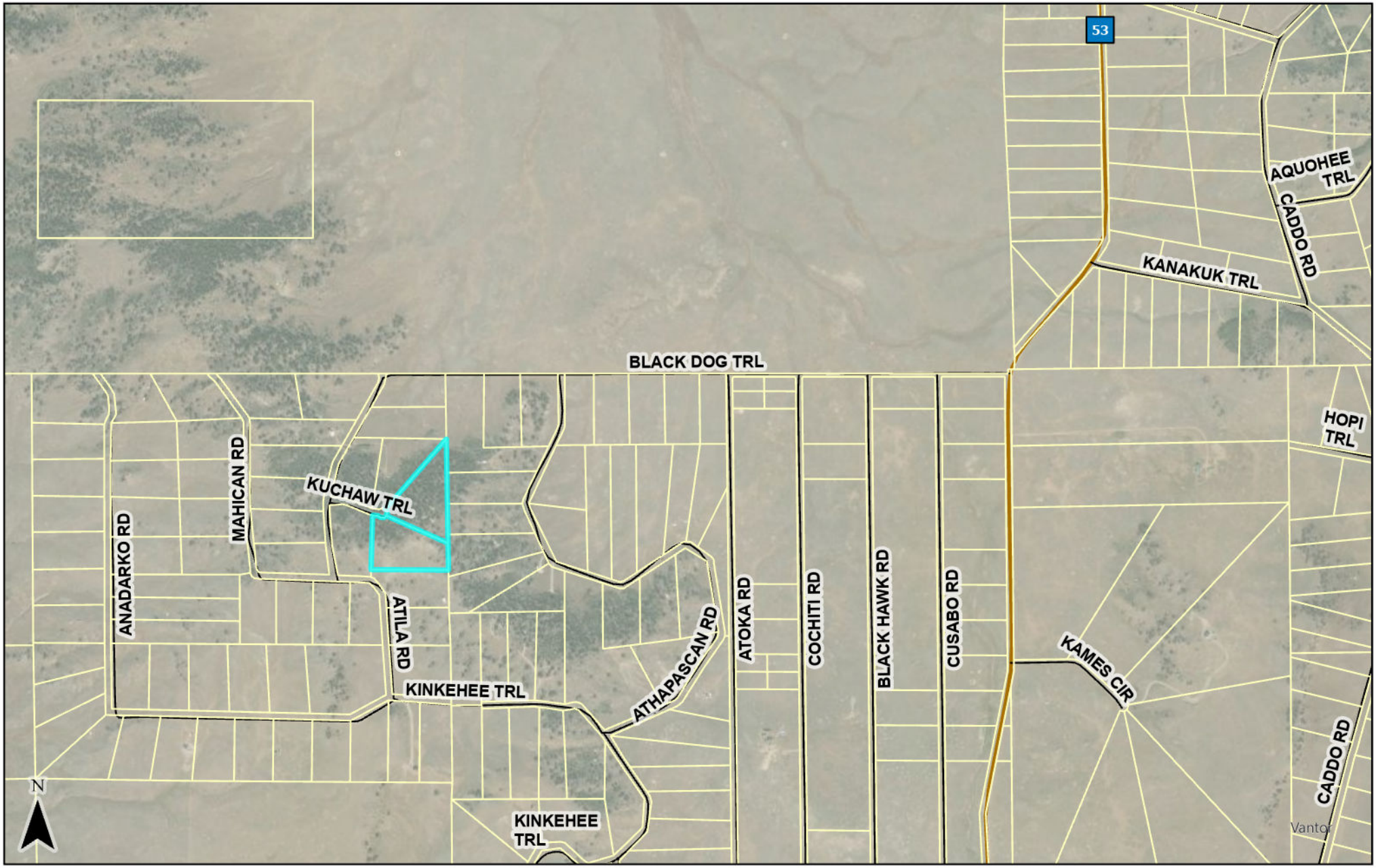
This map and the data displayed are not survey quality and should not be used for any legal purpose(s)

ParcelsLayout
County Rd
Local Rd
Private Rd
State Hwy
US Hwy

Agricultural
Commercial
Conservation/Recreation
Industrial
Mining
Mobile Home Park

Rural Center Mixed
Planned Unit Development
Residential
Recreational Vehicle Park

0 550 1,100 2,200 3,300 4,400 Feet

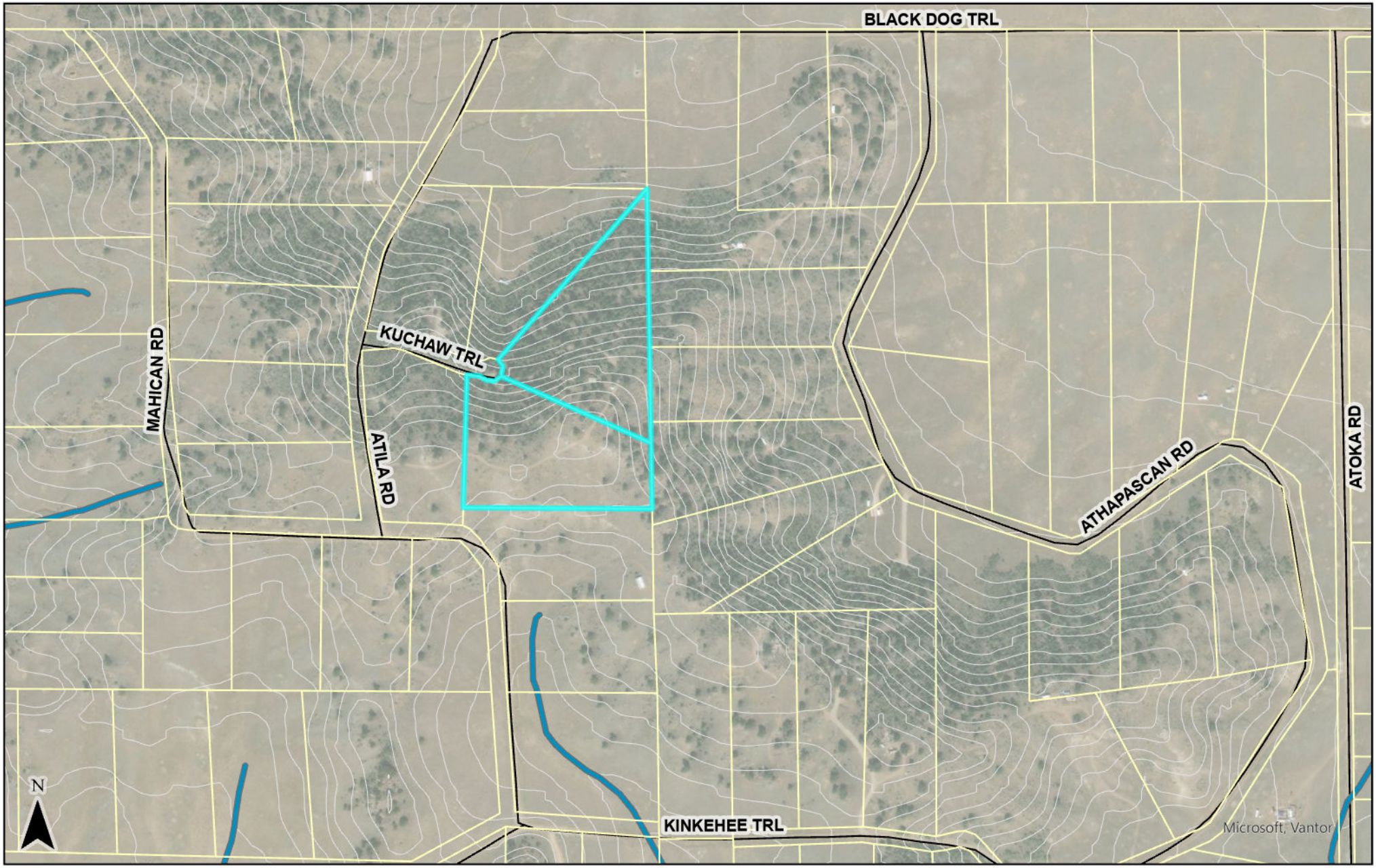


Park County Planning & Zoning

This map and the data displayed are not survey quality and should not be used for any legal purpose(s)

ParcelsLayout
County Rd
Local Rd
Private Rd
State Hwy
US Hwy

0 550 1,100 2,200 3,300 4,400 Feet



Park County Planning & Zoning

This map and the data displayed are not survey quality and should not be used for any legal purpose(s)

0 225 450 900 1,350 1,800 Feet

- ParcelsLayout
- Freshwater Emergent Wetland
- Freshwater Forested/ Shrub Wetland
- Freshwater Pond
- Riverine
- County Rd
- Local Rd
- Private Rd
- State Hwy
- US Hwy
- 10ftContour



Park County Planning & Zoning

This map and the data displayed are not survey quality and should not be used for any legal purpose(s)

ParcelsLayout
County Rd
Local Rd
Private Rd
State Hwy
US Hwy

0 90 180 360 540 720
Feet

A25-0113

PARK COUNTY APPLICATION FOR COMMON PLAT AMENDMENT NON-REFUNDABLE APPLICATION FEE: $1700

All applicants must submit one complete application and attend a pre-application conference with the Park County Planning Department Staff seven (7) to ten (10) working days prior to the application submittal deadline. Following the acceptance of the complete application the applicant must submit **one paper copy or electronic media as requested** to the Park County Planning Department on or before the application submittal date.

If you have questions regarding this form please contact the Planning Department by phone at (719) 836-4292 or e-mail planning.zoning@parkcountyco.gov.

A. APPLICANT AND OWNERSHIP INFORMATION

Applicant's Name: KPCO Holdings LLC -by Keith Parker Member
Mailing Address: 1649 S. Deframe St
City: Lakewood State: CO Zip: 80228-6007
Telephone (cell) [redacted] (home)
Email: [redacted]
Owner's Name: KPCO Holdings LLC -by Keith Parker Member
Mailing Address: 1649 S. Deframe St
City: Lakewood State: CO Zip: 80228-6007
Telephone (cell) [redacted] (home)
Email: [redacted]

B. PROPERTY INFORMATION

Complete Legal Description of Property Proposed for the Common Plat Amendment (attach additional page, if necessary):
Estates of Colorado Unit 44 Lots 2277 and 2278
Parcel # 15254 11498
Street Address of Property: 4251 Atila Road Hartsel, CO 80449
Property's Total Acreage: 13.62 acres
Current Zone District of Property: Residential

For County Use Only
Planning Department Confirmation of Current Zone District:
District: Residential
Print Full Name

Requirements for a Common Plat Amendment
Article VI, Division 5, Section 6-503

C. APPLICATION REQUIREMENTS

For County Use Only: Initial Receipt of the Required Information	
(1.)	60
(2.)	60
(3.)	60
(4.)	
(5.)	60
(6.)	60
(6a.)	
(6b.)	
(6c.)	
(6d.)	
(6e.)	
(6f.)	

1. Application Fee. An application fee in the amount of $1700 must be paid at the time of submission of the application. Make the check or money order payable to: Park County Planning Department. The fee pays for the typical cost to the County to process the application. Any additional costs that may occur are the applicant's responsibility.

2. Tax receipt-showing payment of current taxes. This can be obtained at the Park County Treasurer's office.

3. Proof of ownership in the form of a recorded Warranty Deed. This can be obtained at the Park County Clerk and Recorders office.

4. A legal description of the property proposed for the plat amendment prepared by a licensed Colorado land surveyor.

5. A list of names and mailing addresses of all owners of adjacent property to the property subject to the proposed plat amendment, this information is at the Park County Assessor's Office.

6. *For a Common Plat Amendment that relocates or reconfigures one or more lot lines within the subdivision*, a Plat illustrating the amendment. The Plat shall be drafted at a commonly used engineering scale by the use of permanent ink on a stable reproducible drafting medium with outer dimensions of twenty-four inches by thirty-six inch (24" x 36"). Where the required data cannot be clearly shown on one plan sheet, additional plan sheets of the same size may be used with easily identifiable match lines. The Plat shall contain:
   a. A title that prominently identifies the name of the recorded subdivision, together with the phrase "Plat Amendment." If the property described in the recorded plat is zoned as a Planned Unit Development (PUD), the title shall include the phrase "Planned Unit Development";
   b. Date of preparation, map scale, and north arrow;
   c. Name, address and telephone number of the Applicant, land owner(s), planner, engineer, and surveyor;
   d. A general vicinity map illustrating the location of the property subject to the proposed amendment;
   e. Total acreage and surveyed description of the lots and area subject to the proposed amendment;
   f. A clear illustration or description of the amendment proposed, using shading, crosshatching, highlighting, or other techniques to accurately illustrate the proposed amendment;

g. Approval certification and plat language Forms A-1, A-2, A-3, A-4, and A-5, and A-6 if applicable as identified in Appendix A of the Land Use Regulations. The Board of County Commissioners may modify the form of certification and plat language upon the advice of the County Attorney.

7. *For a Common Plat Amendment that modifies, amends, adds, or deletes a restriction, limitation, condition, or other obligation, right, or duty stated on the recorded plat*, a written description clearly stating the proposed amendment in a form suitable for recordation with the office of the Park County Clerk and Recorder. The written description shall be subject to approval of the County Attorney and, at a minimum, the written amendment shall also include:
   a. A title that prominently identifies the name of the recorded subdivision together with the phrase "Plat Amendment." If the property described in the recorded plat is zoned as a Planned Unit Development (PUD), the title shall include the phrase "Planned Unit Development";
   b. Date of preparation, name, address, and telephone number of the Applicant, land owner(s), and any professionals (planners, engineers, surveyors) assisting in the plat amendment;
   c. As appropriate for the scope and extent of the proposed Common Plat Amendment, approval certification and plat language forms A-1, A-2, A-3, A-4, and A-5 as identified in Appendix A of the Land Use Regulations. The Board of County Commissioners may modify the form of certification and plat language.

8. Letters of consent to alter or vacate utility easements from all public utilities serving the site, if applicable.

9. The property must be clearly identified with the address and posted according to the Park County address requirements (attached).

10. A $43.00 check made out to the Park County Clerk and Recorder to record the surveyors Mylar.

Note: A Mylar as described in #6 will be required after final approval for recording.
Note: Refer to Park County Land Use Regulations Article VI Standards for Approval of a Common Plat Amendment.

For County Use Only: Initial Receipt of the Required Information
(6g.) SG
(7.) n/a
(7a.) n/a
(7b.) n/a
(7c.) n/a
(8.) SG
(9.) SG
(10.)

D. APPLICANT AND LANDOWNER SIGNATURES:

The undersigned applicant and landowner hereby verify and affirm that the information contained in this application is complete and accurate. The undersigned applicant and landowner understands and acknowledges that the submission of inaccurate and incorrect information may result in the denial or rejection of the application and/or result in the invalidation of any approvals issued by Park County, Colorado.

Applicant: Signed: K A Parker

Print name: Keith D. PARKER

If company, state Title/Position: _____

E. VERIFICATION OF DATE OF DELIVERY OF APPLICATION

This application was submitted to the Park County Planning Department on the following date and time:

December 19, 2025
Month Day Year

For County Use Only:
Verification of Date of Delivery and County Receipt of Application
Date: 12.19.25
Print Name: SJ

Payment of the Applicant Fee was made by:

____	Personal Check # ____	Amount $ ____
____	Cash	Amount $ ____
X	Other VISA	Amount $ 1700 — 12/29/25

APPLICANT MUST ATTEND TWO PUBLIC HEARINGS. IF A REPRESENTATIVE ATTENDS THE HEARING ON BEHALF OF THE APPLICANT, A NOTARIZED LETTER OF CONSENT MUST ACCOMPANY THE APPLICATION.

ALL PLANNING COMMISSION HEARINGS WILL BE SCHEDULED FOR THE SECOND WEDNESDAY OF EVERY MONTH. IF A QUORUM IS NOT AVAILABLE, THE HEARING WILL BE SCHEDULED THE NEXT AVAILABLE DATE.

Letter of Consent

I, Keith Parker, member of KPCO Holdings LLC give consent to Darwin G Babcock and/or Cindy Babcock to be representatives to attend hearings on my behalf if I am not able to attend.

Applicant Name: KPCO Holdings LLC – by Keith Parker Member

Mailing Address: 1649 S. Deframe Street, Lakewood, CO 80228

Property Address: 4254 Atila Road, Hartsel, CO 80449

KP

Signature of Applicant

Keith Parker
Print Name

STATE OF: Colorado }
}ss.
COUNTY OF: Jefferson }

The foregoing instrument was acknowledged before me on 19 December 2025 *by*

Keith Parker Member of KPCO Holdings LLC

Witness my hand and official seal
My commission expires:
01/13/2029

M FLOOR
Notary Public

MICHELLE FLOOR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254001269
MY COMMISSION EXPIRES 01/13/2029

776233 2/24/2021 3:45 PM Debra A Green
1 of 1 R$13.00 D$0.00 Park County Clerk

WHEN RECORDED RETURN TO:
Keith D. Parker
1649 S Deframe St
Lakewood, CO 80228

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity named KPCO Holdings LLC a Colorado limited liability company.
2. The type of entity is a

☐ Corporation
☐ General Partnership
☐ Limited Partnership Association
☐ Registered Limited Liability Limited Partnership
☐ Government, Governmental Subdivision or Agency
☐ Trust
☐

☐ Non-Profit Corporation
☐ Limited Partnership
☐ Registered Limited Liability Partnership
☐ Unincorporated Non-Profit Association
☒ Limited Liability Company
☐ Business Trust

3. The entity is formed under the laws of Colorado .
4. The mailing address for the entity is 1649 S Deframe St, Lakewood, CO 80228.
5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is Keith D. Parker as Managing Member .
6. *(Optional)* The authority of the foregoing person(s) to bind the entity [x] is not limited [] is limited as follows:
7. *(Optional)* Other matters concerning the manner in which the entity deals with interests in real property:
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

Executed this 11th day of February , 2021.

By: **Keith D. Parker**

State of **Colorado**

County of **Jefferson**

The foregoing instrument was acknowledged to before me this 02/11/2021 by Keith D. Parker, Managing Member of KPCO HOldings LLC a Colorado limited liability company .

Witness my hand and official seal.
My commission expires:

LISA A COMITO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19934008285
MY COMMISSION EXPIRES MAY 20, 2021

Notary Public

DOC-Statement of Authority

The Energy to Thrive™

CORE ELECTRIC COOPERATIVE

December 12, 2025

KPCO Holdings, LLC
Attn: Keith D. Parker
1649 S Deframe St
Lakewood, CO 80228

Re: Request Lot Line Adjustment Lot 2273, Lot 2277 and Lot 2278; Estates of Colorado – Unit 44; County of Park; State of Colorado; T14S, R75W, Section 5 in the 6th P.M.

Dear Mr. Parker;

CORE Electric Cooperative ("CORE") hereby grants its consent to the proposed lot line adjustment involving the subject properties. This consent is provided solely for the purpose of facilitating the lot line adjustment process and shall not be construed as a waiver, release, or relinquishment of any existing or recorded utility easements held by CORE, whether express or implied.

CORE expressly reserves all rights associated with said easements, including but not limited to access, maintenance, operation, and future expansion of its electric distribution facilities. The property owner(s) and any successors or assigns shall remain subject to the terms and conditions of these easements.

This letter shall be incorporated into any documentation related to the lot line adjustment and shall survive the approval and recording of any associated plats or legal instruments.
Should you have any questions or require further clarification, please contact the undersigned.

Sincerely,

Brooks Kaufman
Lands and Rights of Way Manager

CORE Electric Cooperative
5496 N. U.S. Highway 85
Sedalia, CO 80135
(800) 332-9540
www.core.coop

Park County Treasurer Tax Receipt

Account	Parcel Number	Receipt Date	Receipt Number
R0011498	11498	Mar 13, 2025	2025-03-13-Amy -184180

KPCO HOLDINGS LLC
1649 S DEFRAME ST
LAKEWOOD, CO 80228-6007

Situs Address	Payor
HARTSEL 804490000	ipay

Legal Description

T15 R75 S05 NE4 ESTATES OF COLORADO UNIT 44 LOT 2278

Property Code	Actual	Assessed	Year	Area	Mill Levy
RESIDENTIAL VACANT LOTS - 0100	41,500	11,580	2024	0019	42.1407
0700 - 0700	8,915	2,490	2024	0019	42.1407

Payments Received

iPayment - CC — Multi-Account Payment
Bank Account 1997

Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2024	Tax	$592.92	$0.00	$592.92	$0.00
				$592.92	$0.00
			Balance Due as of Mar 13, 2025		**$0.00**

Thank you for your payment.

Park County Treasurer Tax Receipt

Account	Parcel Number	Receipt Date	Receipt Number
R0015254	15254	Apr 16, 2025	2025-04-16-Amy -186961

KPCO HOLDINGS LLC
1649 S DEFRAME ST
LAKEWOOD, CO 80228-6007

Situs Address	Payor
4254 ATILLA RD HARTSEL 80449	ipay

Legal Description

T14 R75 S05 NE4 ESTATES OF COLORADO UNIT 44 LOT 2277

Property Code	Actual	Assessed	Year	Area	Mill Levy
RESIDENTIAL VACANT LOTS - 0100	36,984	10,320	2024	0019	42.1407

Payments Received

iPayment - CC — Multi-Account Payment
Bank Account 1997

Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2024	Tax	$434.90	$0.00	$434.90	$0.00
				$434.90	$0.00
			Balance Due as of Apr 16, 2025		**$0.00**

Thank you for your payment.

NO DECLARATION 776232 2/24/2021 3:43 PM Debra A Green
1 of 3 R$23.00 D$0.00 Park County Clerk

WHEN RECORDED RETURN TO:

File Number:

QUIT CLAIM DEED

THIS DEED , Made this 02/11/2021, between Keith D. Parker of the County of Jefferson and State of Colorado, grantor and **KPCO Holdings LLC a Colorado limited liability company** whose legal address is 1649 So Depew ST Lkwd CO 80228 the County of Jefferson and State of Colorado, grantee:

WITNESSETH, that the grantor, for and in consideration of the sum of **TEN AND NO/100** DOLLARS ($10.00), the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents does remise, release, sell, convey and QUIT CLAIM unto the grantee, his heirs, successors and assigns, forever, In Severalty all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Park and State of Colorado, described as follows:

See attached for legal Description

also known by street and number as: **57 Kuchow Trail , Harsel, CO 80449**

TO HAVE AND TO HOLD the same, together with all and singular hereditaments and appurtenances thereto belonging, or in anywise thereunto appertaining and the reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behalf of the Grantee, his heirs and assigns forever except general taxes for the current year and subsequent years, and except easements, covenants, reservations, restrictions, and right of way, if any, of record.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Doc Fee: $_____

IN WITNESS WHEREOF, The grantor has executed this deed on the date set forth above.

Keith D. Parker

State of **Colorado**)
)ss
County of **Jefferson**)

The foregoing instrument was acknowledged to before me this 11th day of February , 2021 by **Keith D. Parker** , the of .

Witness my hand and official seal.
My commission expires: 5-20-2021

Notary Public

LISA A COMITO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19934003285
MY COMMISSION EXPIRES MAY 20, 2021

ATTACHED EXHIBIT A

Parcel I:
Lot 2273,
ESTATES OF COLORADO - Unit 44,
County of Park
State of Colorado

Parcel II:
Lot 2278,
ESTATES OF COLORADO - Unit 44,
County of Park
State of Colorado

Parcel III:
Lot 2277,
ESTATES OF COLORADO - Unit 44,
County of Park
County of Colorado

Adjacent Property Owners 11498/15254

6244

Andrew Wildeman
7986 Marshall Cir
Arvada, CO 80003

11603

John Hohman
2423 Droxford Dr
Houston, TX 77008

7200

Michael & Vivian Sabin
10544 W 106th Way
Westminster, CO 80021

10631

Douglas Kamicar
Po Box 16254
Golden, CO 80402

32278

Roger Kamicar
305 Lake Doe Blvd
Apopka, FL 32703

6257

Ronald & Carrie Queen
5235 E 138th Ave
Thornton, CO 80602

4374

Steven & Renae Phelps
Cheryl Arledge
4020 S Redbud Ave
Broken Arrow, OK 74011

10765

Kpco Holdings LLC
1649 S Deframe St
Lakewood, CO 80228

PARK COUNTY BOARD OF COMMISSIONERS
PLANNING DEPARTMENT STAFF REPORT

Board of County Commissioners Hearing Date: March 17, 2026

To: Board of County Commissioners

Date: March 6, 2026

Prepared by: Julie Esterl, Senior Planner – Baseline Corporation

Case #: A25-0091

Subject: Bailey Water & Sanitation District (BWSD) – Salzamar Minor Subdivision

Request: The applicant proposes to subdivide a 33.58 acre property into three lots for the purpose of creating a 0.22 acre lot for the development of a water treatment plant.

Application Summary:

Applicant:	Miguel A. Garcia, Vice President, Board of Directors - Bailey Water and Sanitation District Anita L. Marchant, District Attorney - Foothills Legal Solutions, LLC
Owner:	Salzamar Properties, LLC - John Bezzant, Member/Manager
Location:	19 County Road 64A, Bailey, CO
Existing Zone District:	Residential and Commercial
Surrounding Zoning:	Residential, Commercial, and Conservation/Recreation
Lot Size:	33.58 acres
Existing Use:	Single-Family Residence in Residential Zone District Vacant in Commercial Zone District
Proposed Use:	Bailey Water & Sanitation District Water Treatment Plant on the proposed 0.22 acre Lot 2, Salzamar Minor Subdivision

Background:

Bailey Water and Sanitation District (BWSD) is in the process of a needed replacement of the water treatment facility originally constructed in the late 1960s in the southwest portion of Bailey on the south side of US Highway 285. Because expansion of the facility directly to the west of the property is limited due to right-of-way easements, flood zones, and stormwater facilities, BWSD has reached an agreement with Salzamar Properties, LLC (Salzamar) to purchase a portion of their 33.58-acre property located approximately 200-feet west of the existing facility. The Purchase and Sale Agreement between BWSD and Salzamar, as well as the Park County Land Use Regulations require the legal subdivision of the property prior to transfer of ownership and development.

Existing Conditions:

The property is split zoned with Commercial zoning on the north portion along USH 285, and Residential zoning on the remainder of the property. One single-family home is located on the eastern portion of the property and the remainder of the property is vacant. The residence gains access to the property from County Road 64A. The existing BWSD facility is located on a tract north of, and adjacent to, the Salzamar property, and has direct access to USH 285.

The northern portion of the property is bisected by the North Fork of the South Platte River. A 100-year floodplain exists over and on either side of the river, designated as Zone A.

A number of easements are noted in the Title Commitment, and have been shown on the plat including the Denver Municipal Water Works right-of-way, Bailey Water District access easement, and a CDOT permanent easement.

Proposal:

The Salzamar Minor Subdivision proposes to create three lots from the existing 33.58-acre property. Lot 1 (3.06-acres) and Lot 2 (0.22-acres) are located on the north side of the North Fork of the South Platte River, and will have shared access to USH 285 by a 24-foot mutual access and maintenance easement dedicated by the Salzamar Minor Subdivision. Lot 3 (30.30-acres) is located on the south side of the river, contains the existing single-family residence, and has existing access from County Road 64A. There are no development plans proposed for Lot 1 or Lot 3. The proposed BWSD water treatment plant is proposed for Lot 2.

While a small portion of the southeast corner of Lot 2 is located within Zone A of the floodplain, the proposed 30'x50' facility building is not located in the floodplain. In addition, the letter from the project engineer, Element, indicates that the building site will be elevated by 3-feet from the nearest estimated base floodplain elevation (BFE).

Referral Comments:

1. Park County Assessor: No conflicts.
2. Park County Advisory Board on the Environment: ABE found no wildlife or environmental concerns. ABE further recommends that the Army Corp of Engineers and the Colorado Department of Public Health and Environment be consulted regarding this application because of the proximity of the new water treatment facility to the South Platte River.
3. Colorado Department of Transportation (CDOT):
    - CDOT Access and Utility permits are required.
    - The existing access permit will need to be updated prior to subdivision approval.
    - Lots 1 & 2 must share state highway access. State highway access will not be allowed for Lot 3 as it has access to the local road.
    - The access will be required to be surfaced with pavement per CDOT standards from the highway roadway to the right-of-way line.
    - Planning should be underway to relocate the bulk water fill station as access maybe restricted in the future.

4. Colorado Natural Gas: The proposed 3-lot subdivision of a 33.56-acre property for the purpose of creating a 0.22-acre lot for a proposed water treatment facility is located in Colorado Natural Gas certified service territory. Colorado Natural Gas has no objection to the land development application Case #: A25-0091. Please call 811 prior to digging!
5. CORE Electric: No concerns or comments.
6. Platte Canyon School District 1: No concerns or comments
7. Park County Public Works: No response
8. Park County Public Health: No response
9. Colorado Parks and Wildlife: No response
10. Park County Heritage and Tourism: No response
11. Platte Canyon Fire Protection District: No response

Planning Review:

Access and Parking: Access has been considered for all proposed Lots. CDOT has provided comments on the need for access and utility permits for USH 285, including the need for the existing access permit to be updated prior to subdivision approval. As such, CDOT access permitting is included as a condition of this approval. On-site parking has been provided.

Subdivision Standards: All items from the application checklist have been provided, however, the Title Commitment that was submitted with the application (Fidelity National Title Insurance Company, dated May 22, 2025) is not the same as the Title referenced on the plat (First American Title Insurance Company, dated October 31,2022). Reconciliation of this discrepancy is a condition of Planning Commission recommendation of approval. New Title was submitted by the applicant (Fidelity National Title Insurance Company, dated January 28, 2026) and forwarded to the Surveyor for corrections to the minor subdivision plat. At the time of writing this staff report, the updated plat has not been received. Therefor the reconciliation of the Title remains as a condition of approval.

Zoning and Proposed Use: Proposed Lot 2 is zoned Commercial. The proposed use of Lot 2 is a water treatment plant, which qualifies as a Major Utility Facility as defined in the Land Use Regulations. Major Utility Facilities are allowed in the Commercial Zone District only after the issuance of a Conditional Use Permit (CUP). The applicant has submitted a CUP application which is being reviewed in conjunction with this minor subdivision application, and will be presented to the Planning Commission immediately after action is taken on this application.

Development Standards: The development standards for Lot 2, zoned Commercial include:

- Floor area – No maximum and no minimum requirement
- Lot Area – No minimum requirement
- Structure height – 40-feet. The proposed building is approximately 20-feet, and complies.
- Setback from any watercourse – 50 feet. The building is setback approximately 88-feet, and complies.
- Setback from any wetland – no wetlands identified.
- Front setback to State/Federal highway – 10 feet. The closest point of the building to USH 285 is approximately 16 feet, and complies.
- Front setback to all other roads – 5 feet. Not applicable.

- Side setback – 0 feet.
- Rear setback – 5 feet. The building is approximately 30-feet from the rear property line, and complies.

Floodplain: Floodplain mitigation appears to have been addressed, however, per Article 7, Division 10 – Floodplain Protection, a Floodplain Development Permit is required to ensure conformance with the provisions of the ordinance. This will be addressed with the review of the Conditional Use Permit.

Referral Comments: Most agencies had no comments or no response. The Park County Advisory Board on the Environment recommends referral to the Army Corp of Engineers and the Colorado Department of Public Health and Environment. At the Planning Commission meeting, the applicant indicated that both of these agencies had reviewed the application, as well as Denver Water. Copies of these three agency review comments have been provided with the referral documents.

Land Use Regulations and Strategic Master Plan:

Each of the standards for approval of a Minor Subdivision (LUR Section 6-303 of Article VI) is addressed below.

A. The proposed subdivision conforms to all applicable requirements for the zone district in which the property is located, including but not limited to requirements for setbacks, height, floor and lot areas, and minimum lot sizes.
Lot 2 conforms to all applicable requirements of the Commercial Zone District. There are no development plans for Lot 1 or Lot 3.

B. The proposed Minor Subdivision meets or satisfies all applicable requirements of these Land Use Regulations.
Upon completion of the review and correction of the Title Commitment discrepancy, this minor subdivision conforms to the Land Use Regulations for subdivision standards. It also conforms to land use standards for access and parking. The proposed use will require a Conditional Use Permit, and development within the floodplain will require a Floodplain Development Permit.

C. The proposed Minor Subdivision substantially conforms to the goals and policies of the Strategic Master Plan to the extent that such advisory provisions do not conflict with provisions or requirements of the Land Use Regulations and to the extent that such goals and policies set forth requirements which are sufficiently specific to permit the Planning Commission or the BOCC to decide that such application or subdivision meets or fails to meet such goal or policy.
The proposed minor subdivision will allow for improvements to water supply and quality for customers of the Bailey Water and Sanitation District. This conforms with the 2016 Strategic Master Plan Chapter 2.5 - Water Supply, Conservation and Stream Corridor Restoration, and specifically Goal 5.2 – Build and maintain water supply for the future.

D. The proposed Minor Subdivision (both during and following construction) will not result in substantial adverse impacts upon adjacent property or the public health, safety, and welfare of Park County residents.

There are no anticipated substantial adverse impacts to adjacent properties from this subdivision.

E. The proposed Minor Subdivision will obtain water and wastewater services from sources and facilities meeting the requirements of Divisions 7 and 8 of Article VII.
The proposal will not create additional residential lots, and therefore does not propose additional water or wastewater services. However, the proposal will improve water quality and distribution within the Bailey Water and Sanitation District.

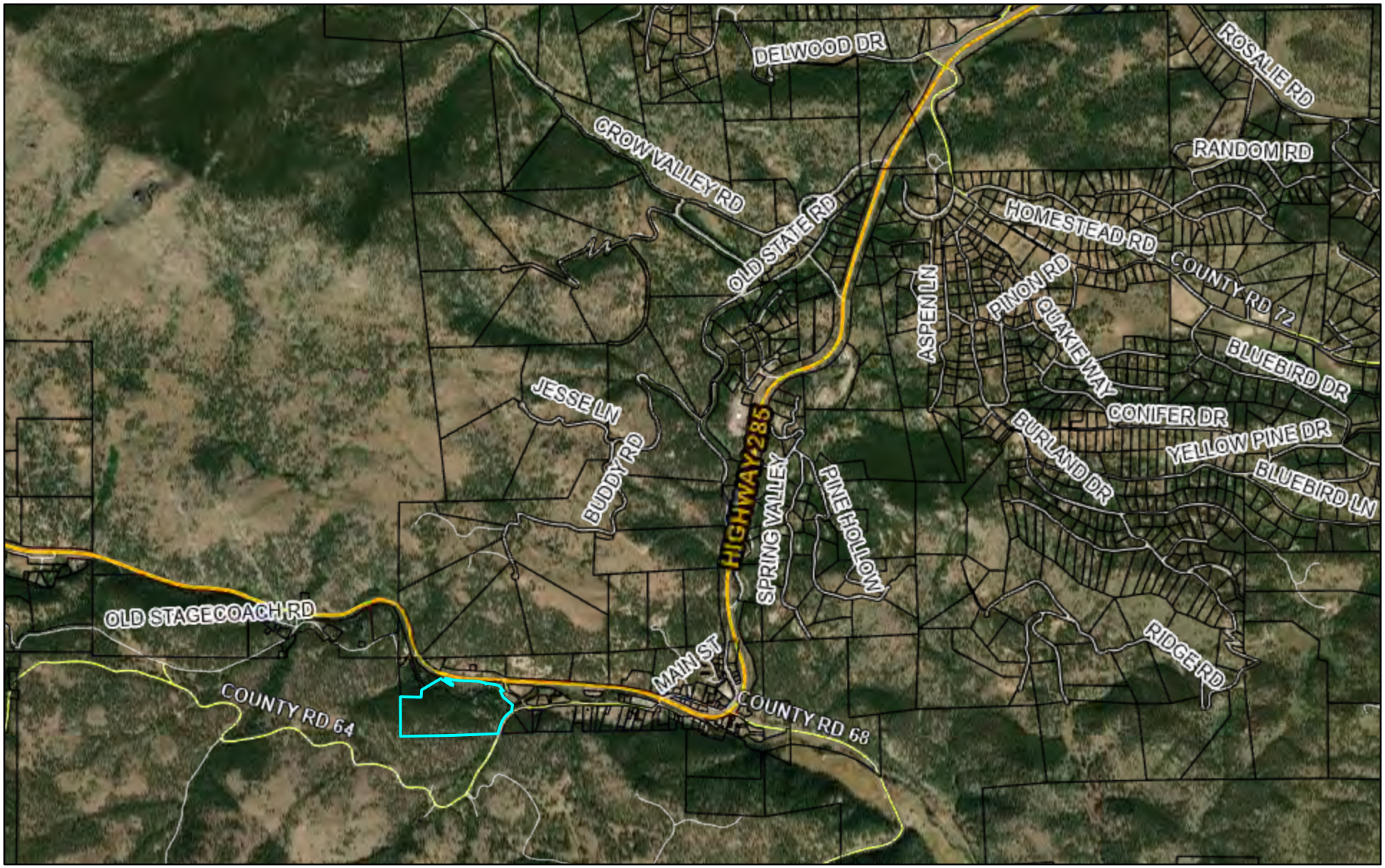
F. Where Public Improvements are proposed to serve the subdivision, the Applicant has executed a Subdivision Improvement Agreement in a form recommended for approval by the Board of County Commissioners and the County Attorney, which adequately secures the timely and complete construction of the Public Improvements in accordance with these Land Use Regulations or other applicable design and construction standards.
No traditional public improvements are proposed to serve this subdivision. The subdivision is proposed in order to provide water to existing and future customers of the Bailey Water and Sanitation District.

Recommendation:

Staff recommends that the Salzamar Minor Subdivision be recommended for approval to the Board of County Commissioners with the following conditions.

1. Update the existing CDOT access permit.
2. Update the minor subdivision plat to be consistent with the current Title Commitment.

Park County Map



10/21/2025, 1:09:20 PM

County Line

County Roads

Parcels

Roads

Minor Roads

Highways

1:36,112

0 0.23 0.45 0.9 mi

0 0.38 0.75 1.5 km

Maxar

Park County Colorado

For informational use only.

Park County Map



11/13/2025, 3:25:12 PM

County Line

Roads

Highways

County Roads

Minor Roads

Parcels

Addresses

1:4,514

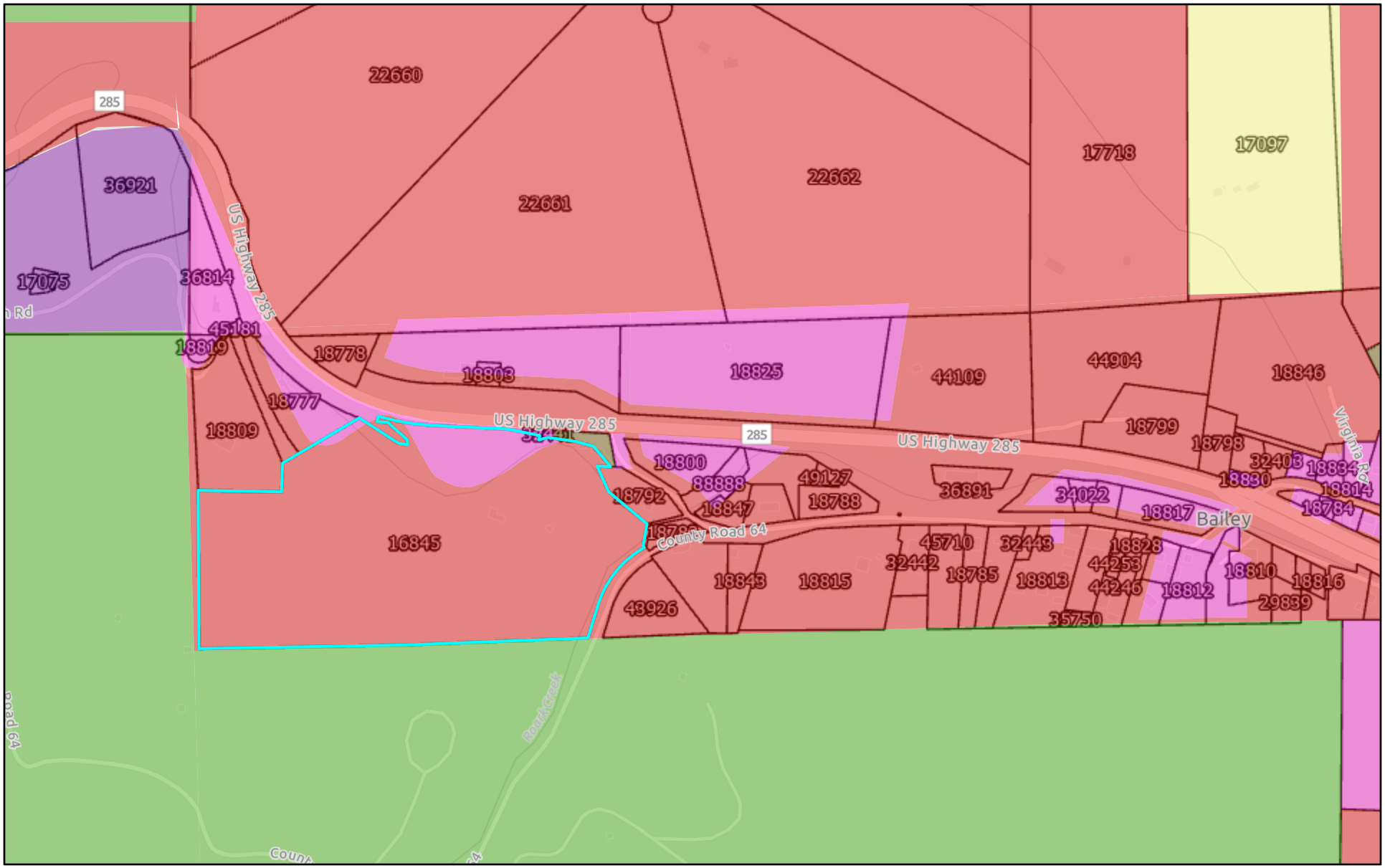
0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

Vantor

Park County Colorado
For informational use only.

Zoning Map



10/21/2025, 1:18:38 PM

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Zoning

- Agricultural
- Commercial
- Conservation/Recreation
- Planned Unit Development
- Residential
- Rural Center Mixed Use
- Parcels

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, TomTom, Garmin,

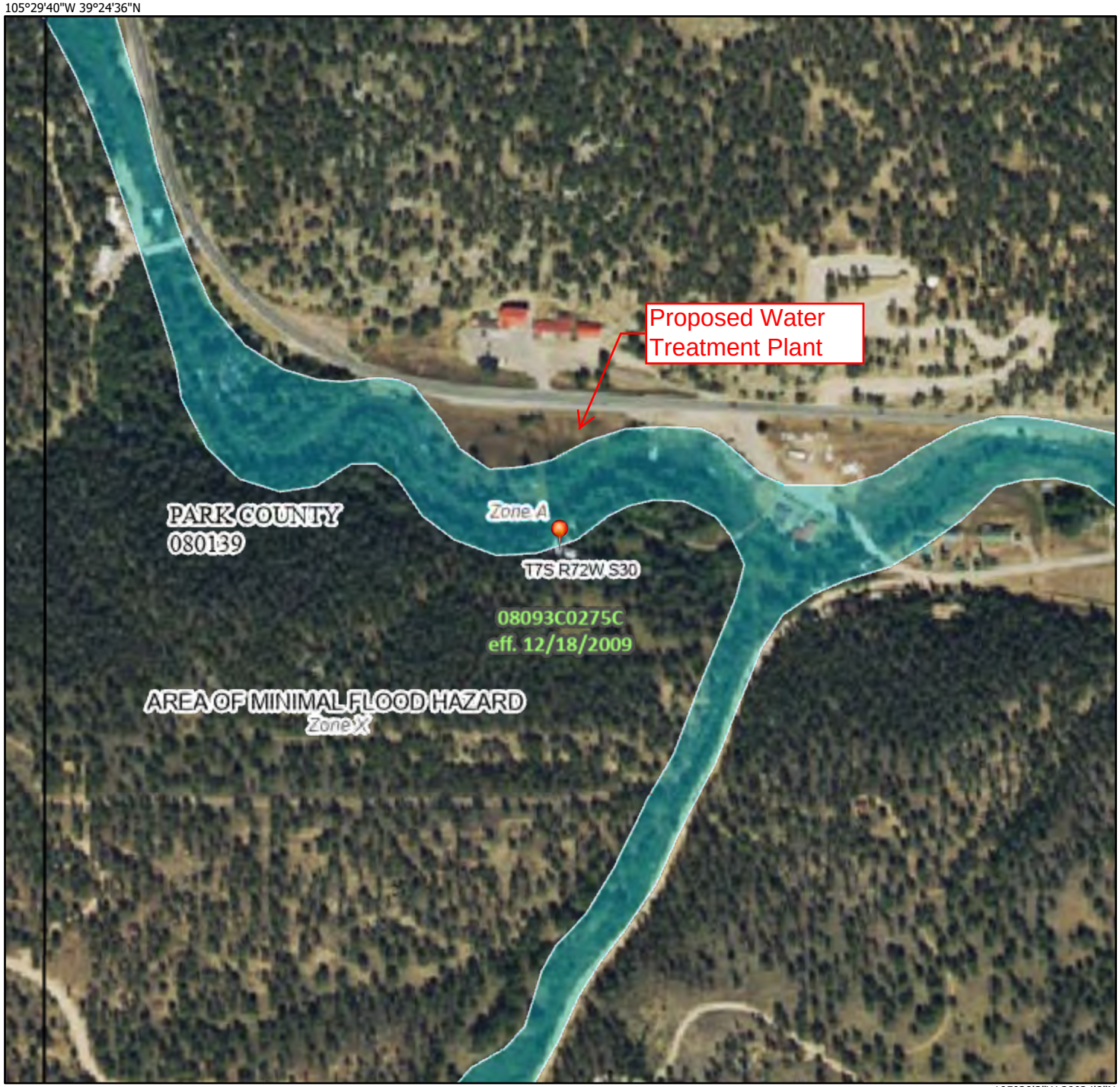
Park County

For informational use only.

National Flood Hazard Layer FIRMette

FEMA

105°29'40"W 39°24'36"N



0 250 500 1,000 1,500 2,000 Feet

1:6,000

105°29'2"W 39°24'8"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/18/2026 at 9:48 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

SALZAMAR MINOR SUBDIVISION

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 72 WEST OF THE 6TH P.M., COUNTY OF PARK, STATE OF COLORADO

SHEET 1 OF 3

TOTAL AREA = 1,462,646 SQ. FT., OR 33.58 ACRES, MORE OR LESS

Legal Description

SALZAMAR PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE REAL PROPERTY OF 33.58 ACRES LOCATED IN PARK COUNTY, COLORADO DESCRIBED AS FOLLOWS:

PARCEL A, PARCEL B, AND PARCEL C PER WARRANTY DEED RECORDED MAY 11, 2017 AT RECEPTION NO. 735357, BEING A PART OF THE NORTH HALF OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 72 WEST OF THE 6TH P.M., COUNTY OF PARK, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF THE NW1/4 SW1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 72 WEST OF THE 6TH P.M. TO BEAR SOUTH 00°08'39" EAST BETWEEN A FOUND 2 1/2" IRON PIPE WITH 3 1/4" BRASS CAP, "US CADASTRAL SURVEY BLM T7S R73W R72W 1/4 S25 S30 1958" AT THE WEST QUARTER CORNER OF SAID SECTION 30 AND A FOUND 2 1/2" IRON PIPE WITH 3 1/4" BRASS CAP, "US CADASTRAL SURVEY BLM T7S R73W R72W S1/16 S25 S30 1958" AT THE SOUTH SIXTEENTH CORNER COMMON TO SAID SECTION 30 AND SECTION 25, TOWNSHIP 7 SOUTH, RANGE 73 WEST OF THE 6TH P.M. WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

BEGINNING AT SAID SOUTH SIXTEENTH CORNER;
THENCE NORTH 89°25'15" EAST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SECTION 30, A DISTANCE OF 865.70 FEET TO THE CENTER-SOUTH SIXTEENTH CORNER OF SECTION 30;
THENCE CONTINUING ALONG SAID SOUTH LINE, NORTH 87°53'13" EAST, A DISTANCE OF 776.75 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 64;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. NORTH 17°52'54" EAST, A DISTANCE OF 146.14 FEET TO A POINT OF NON-TANGENT CURVATURE;
2. THENCE 318.71 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 418.42 FEET, AN INCLUDED ANGLE OF 43°38'30" AND SUBTENDED BY A CHORD BEARING NORTH 39°26'04" EAST, A DISTANCE OF 311.06 FEET;

THENCE NORTH 36°52'47" WEST, A DISTANCE OF 9.04 FEET;
THENCE NORTH 10°27'34" EAST, A DISTANCE OF 94.30 FEET TO A POINT ON THE SOUTH BANK OF THE NORTH FORK OF THE SOUTH PLATTE RIVER;
THENCE NORTH 49°38'55" WEST, A DISTANCE OF 211.29 FEET TO A POINT IN THE APPROXIMATE CENTER OF SAID NORTH FORK OF THE SOUTH PLATTE RIVER;
THENCE CONTINUING IN SAID APPROXIMATE CENTER, NORTH 23°51'47" WEST, A DISTANCE OF 117.48 FEET;
THENCE SOUTH 88°23'36" EAST, A DISTANCE OF 56.33 FEET;
THENCE NORTH 40°34'02" WEST, A DISTANCE OF 105.24 FEET;
THENCE NORTH 74°33'46" WEST, A DISTANCE OF 76.16 FEET;
THENCE NORTH 81°04'51" WEST, A DISTANCE OF 120.80 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 285;
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES:

1. SOUTH 74°20'34" WEST, A DISTANCE OF 39.46 FEET;
2. THENCE NORTH 12°01'00" EAST, A DISTANCE OF 19.19 FEET;
3. THENCE NORTH 78°00'09" WEST, A DISTANCE OF 138.71 FEET;
4. THENCE NORTH 86°43'03" WEST, A DISTANCE OF 319.81 FEET TO A POINT OF NON-TANGENT CURVATURE;
5. THENCE 231.48 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 941.50 FEET, AN INCLUDED ANGLE OF 14°05'12" AND SUBTENDED BY A CHORD BEARING NORTH 79°54'30" WEST, A DISTANCE OF 230.89 FEET
6. THENCE SOUTH 11°53'06" WEST, A DISTANCE OF 24.80 FEET TO A POINT IN THE APPROXIMATE CENTER OF THE NORTH FORK OF THE SOUTH PLATTE RIVER;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 285 AND SAID APPROXIMATE CENTER OF THE NORTH FORK OF THE SOUTH PLATTE RIVER, THE FOLLOWING THREE (3) COURSES:

1. SOUTH 86°55'29" EAST, A DISTANCE OF 45.00 FEET;
2. THENCE SOUTH 47°55'29" EAST, A DISTANCE OF 111.00 FEET;
3. THENCE SOUTH 03°55'29"E, A DISTANCE OF 21.00 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE DEPARTING SAID APPROXIMATE CENTER OF THE NORTH FORK OF THE SOUTH PLATTE RIVER AND CONTINUING ON SAID SOUTH RIGHT-OF WAY LINE OF U.S. HIGHWAY 285 THE FOLLOWING TWO (2) COURSES:

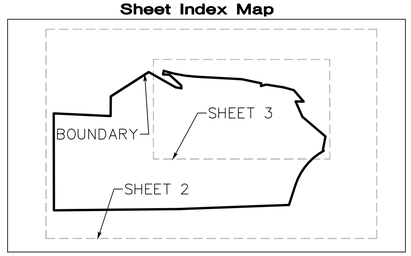
1. 41.00 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1031.50 FEET, AN INCLUDED ANGLE OF 2°16'39" AND SUBTENDED BY A CHORD BEARING NORTH 79°08'59" WEST, A DISTANCE OF 41.00 FEET;
2. THENCE NORTH 60°26'43" WEST, A DISTANCE OF 215.92 FEET TO A POINT ON THE WEST BANK OF SAID NORTH FORK OF THE SOUTH PLATTE RIVER;

THENCE SOUTH 57°18'58" WEST, A DISTANCE OF 314.38 FEET TO A POINT ON THE SOUTH BANK OF SAID NORTH FORK OF THE SOUTH PLATTE RIVER;
THENCE SOUTH 00°35'25" WEST, A DISTANCE OF 137.80 FEET;
THENCE NORTH 87°17'57" WEST, A DISTANCE OF 397.99 FEET TO A POINT ON SAID WEST LINE OF THE NW1/4 SW1/4 OF OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 72 WEST OF THE 6TH P.M.;
THENCE SOUTH 00°08'39" EAST, ALONG SAID WEST LINE, A DISTANCE OF 677.42 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,462,646 SQ. FT. OR 33.58 ACRES, MORE OR LESS.

TOGETHER WITH A NON-EXCLUSIVE RIGHT-OF-WAY AND EASEMENT FOR INGRESS AND EGRESS OVER, ACROSS, AND UPON, THE EXISTING DRIVEWAY. THIS EASEMENT AND RIGHT-OF-WAY SHALL RUN WITH THE LAND IN DEED RECORDED JUNE 15, 1993 AT RECEPTION NO. 413821.

Sheet Index Map



Dedication

KNOWN ALL MEN BY THESE PRESENTS THAT THE OWNER OF THE LAND DESCRIBED ABOVE HAVE CAUSED THE LAND TO BE LAID OUT AND PLATTED UNDER THE NAME SALZAMAR MINOR SUBDIVISION.

IN WITNESS WHEREOF, WE DO HEREUNTO SET OUR HANDS AND SEALS THIS _____ DAY OF _____, 2026.

OWNER:
SALZAMAR PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____
NAME: _____
TITLE: _____

STATE OF COLORADO)
)SS
COUNTY OF PARK)

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2026

WITNESS MY HAND AND SEAL

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

Mortgage Consent to Dedication

THE UNDERSIGNED HOLDERS OF MORTGAGE INTERESTS AND LIENS AGAINST THE PROPERTY OFFERED FOR DEDICATION AND FOR TRANSFER TO THE PUBLIC AND TO PARK COUNTY CONSENTS AND APPROVES OF SUCH DEDICATION AND TRANSFER AND SUBORDINATES AND RELEASES ITS INTERESTS TO SUCH DEDICATED AND TRANSFERRED PROPERTY

IN WITNESS WHEREOF, WE DO HEREUNTO SET OUR HANDS AND SEALS THIS _____ DAY OF _____, 2026.

_____
REPRESENTATIVE

STATE OF COLORADO)
)SS
COUNTY OF PARK)

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2026

WITNESS MY HAND AND SEAL

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

Title Certificate

FIRST AMERICAN TITLE INSURANCE COMPANY HEREBY CERTIFIES THAT TITLE TO THE ABOVE-DESCRIBED PROPERTY IS VESTED IN THE OWNER.

DATE: _____

_____
[SIGNATURE OF AUTHORIZED AGENT

Approval by Board of County Commissioners

APPROVED AS A MINOR SUBDIVISION BY THE PARK COUNTY BOARD OF COMMISSIONERS THIS _____ DAY OF _____, 2026, SUBJECT TO ALL APPLICABLE PROVISIONS OF THE 2009 PARK COUNTY LAND USE REGULATIONS, AS AMENDED.

_____ _____ ATTEST: _____
BOCC CHAIRPERSON PARK COUNTY CLERK AND RECORDER

Applicant Information

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

Land Owner Information

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

Planner Information

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

Engineer Information

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

Notes

1. BASIS OF BEARINGS: GPS DERIVED BEARINGS BASED ON A BEARING OF SOUTH 00°08'39" EAST, ALONG THE WEST LINE OF THE NW1/4 SW1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 72 WEST OF THE 6TH P.M. BETWEEN A FOUND 2-1/2" IRON PIPE WITH 3-1/4" BRASS CAP, "US CADASTRAL SURVEY BLM T7S R73W R72W 1/4 S25 S30 1958" AT THE WEST QUARTER CORNER OF SAID SECTION 30 AND A FOUND 2-1/2" IRON PIPE WITH 3-1/4" BRASS CAP, "US CADASTRAL SURVEY BLM T7S R73W R72W S1/16 S25 S30 1958" AT THE SOUTH SIXTEENTH CORNER COMMON TO SAID SECTION 30 AND SECTION 25, TOWNSHIP 7 SOUTH, RANGE 73 WEST OF THE 6TH P.M, AS SHOWN HEREON. COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983 (NAD83). ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
2. FIRST AMERICAN TITLE INSURANCE COMPANY NUMBER 5509-4013858, DATED OCTOBER 31, 2022 AT 8:00 A.M., WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
3. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
4. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
5. FLOOD INFORMATION: THE SUBJECT PROPERTY IS LOCATED IN ZONE X UNSHADED, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AND ZONE A, SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, NO BASE FLOOD ELEVATIONS DETERMINED ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP; COMMUNITY-PANEL NO. 08093C-0275 C, DATED DECEMBER 18, 2009. FLOOD INFORMATION IS SUBJECT TO CHANGE.
6. THE WORD "CERTIFY" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
7. MONUMENTS NOT ACCEPTED WERE FOUND TO BE OUTSIDE OF A REASONABLE ERROR ELLIPSE BASED ON OTHER LOCALLY FOUND MONUMENTS. THEY WERE NOT ACCEPTED AS ORIGINAL, UNDISTURBED MONUMENTS.
8. THE FOLLOWING DOCUMENTS ARE MENTIONED IN THE ABOVE REFERENCED TITLE DOCUMENT AND ARE SHOWN GRAPHICALLY HEREON. THE FOLLOWING LIST CONTAINS THE TITLE DOCUMENT EXCEPTION NUMBER, DATE RECORDED, RECEPTION NUMBER AND/OR BOOK AND PAGE.

#12	NO DATE	BOOK 228, PAGE 342	DMWW RIVER CHANNEL IMPROVEMENTS R.O.W.
#13	FEB. 14, 1986	REC. NO. 348292	GRANT OF EASEMENT
#14	DEC. 10, 2007	REC. NO. 647683	PERMANENT EASEMENT
#16	AUG. 21, 2017	REC. NO. 738408	LAND SURVEY PLAT

9. THE FOLLOWING DOCUMENTS ARE MENTIONED IN THE ABOVE REFERENCED TITLE DOCUMENT AND APPEAR TO AFFECT THE SUBJECT PROPERTY BUT CANNOT BE SHOWN GRAPHICALLY. THE FOLLOWING LIST CONTAINS THE TITLE DOCUMENT EXCEPTION NUMBER, DATE RECORDED, RECEPTION NUMBER AND/OR BOOK AND PAGE.

#9	JAN. 04, 1890	BOOK 25, PAGE 45	U.S. PATENT
#10	JUL. 27, 1904	BOOK 69, PAGE 178	MOUNTAIN STATES TELEPHONE & TELEGRAPH R.O.W. (BLANKET IN NATURE)
#11	JUL. 27, 1939	BOOK 126, PAGE 3	MOUNTAIN STATES TELEPHONE & TELEGRAPH R.O.W (BLANKET IN NATURE)
#15	MAY 13, 2010	REC. NO. 670958	RESOLUTION NO. 30-2010
#17	JUN. 22, 2021	REC. NO. 780903	RESOLUTION NO. 2021-24



Vicinity Map

NO SCALE

Boundary Closure Report

COURSE:	N89°25'15"E	LENGTH:	865.70'
COURSE:	N87°53'13"E	LENGTH:	776.75'
COURSE:	N17°52'54"E	LENGTH:	146.14'
LENGTH:	318.71'	RADIUS:	418.42'
DELTA:	043°38'30"		
CHORD:	311.06'	COURSE:	N39°26'04"E
COURSE:	N36°52'47"W	LENGTH:	9.04'
COURSE:	N10°27'34"E	LENGTH:	94.30'
COURSE:	N49°38'55"W	LENGTH:	211.29'
COURSE:	N23°51'47"W	LENGTH:	117.48'
COURSE:	S88°23'36"E	LENGTH:	56.33'
COURSE:	N40°34'02"W	LENGTH:	105.24'
COURSE:	N74°33'46"W	LENGTH:	76.16'
COURSE:	N81°04'51"W	LENGTH:	120.80'
COURSE:	S74°20'34"W	LENGTH:	39.46'
COURSE:	N12°01'00"E	LENGTH:	19.19'
COURSE:	N78°00'09"W	LENGTH:	138.71'
COURSE:	N86°43'03"W	LENGTH:	319.81'
LENGTH:	231.48'	RADIUS:	941.50'
DELTA:	014°05'12"		
CHORD:	230.89'	COURSE:	N79°54'30"W
COURSE:	S11°53'06"W	LENGTH:	24.80'
COURSE:	S86°55'29"E	LENGTH:	45.00'
COURSE:	S47°55'29"E	LENGTH:	111.00'
COURSE:	S03°55'29"E	LENGTH:	21.00'
LENGTH:	41.00'	RADIUS:	1031.50'
DELTA:	002°16'39"		
CHORD:	41.00'	COURSE:	N79°08'59"W
COURSE:	N60°26'43"W	LENGTH:	215.92'
COURSE:	S57°18'58"W	LENGTH:	314.38'
COURSE:	S00°35'25"W	LENGTH:	137.80'
COURSE:	N87°17'57"W	LENGTH:	397.99'
COURSE:	S00°08'39"E	LENGTH:	677.42'

AREA: 1462646 SQ. FT.
ERROR CLOSURE: 0.006 COURSE: S57°45'02"E
ERROR NORTH: -0.0033 EAST: 0.0053

PRECISION 1: 938817

Surveyor Certificate

I HEREBY CERTIFY THAT THE SURVEY AND PLAT OF THAT REAL PROPERTY SHOWN AND DESCRIBED HEREON WERE MADE BY ME OR UNDER MY DIRECT RESPONSIBILITY, SUPERVISION, AND CHECKING, IN STRICT COMPLIANCE WITH COLORADO STATUTES, AND THAT BOTH SURVEY AND PLAT ARE TRUE, ACCURATE AND COMPLETE. THIS CERTIFICATION IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

_____
DAVID A. WILSON COLORADO LICENSE NO. 38280
REGISTERED LAND SURVEYOR

DATE: _____

Recorder's Certificate

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF PARK COUNTY, ON THE _____ DAY OF _____, 2026, AND DULY FILED AT RECEPTION NO. _____

_____
PARK COUNTY CLERK AND RECORDER

DATE
REVISION
1 2 3 4 5 6 7 8 9

SALZAMAR
MINOR SUBDIVISION

COPYRIGHT 2026 FLATIRONS, INC.

Flatirons, Inc.
Land Surveying Services
www.FlatironsInc.com
3825 IRIS AVE, SUITE 395, BOULDER, CO 80301 (303) 443-7001
655 FOURTH AVE, LONGMONT, CO 80501 (303) 776-1733
7000 N. BROADWAY, SUITE 209, DENVER, CO 80221 (303) 936-6997

DRAFT
WORKING COPY ONLY
ONLY FINAL VERSION WILL HAVE STAMP AND SIGNATURE
(SEAL)

JOB NUMBER: 25-83,315
DATE: 01-27-2026
DRAWN BY: R. SLAGLE
CHECKED BY: JJK/DAW

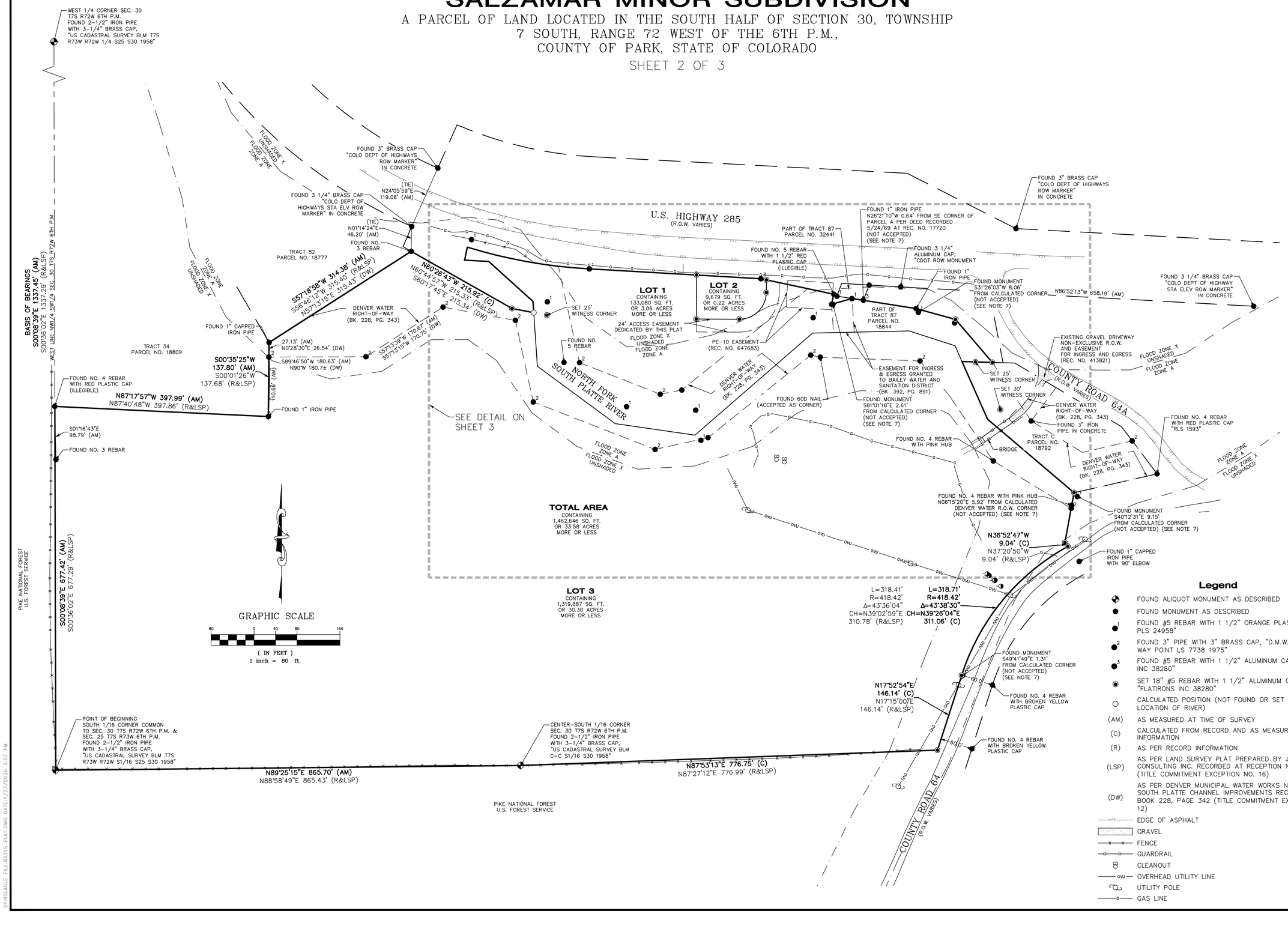
SHEET 1 OF 3

BY:RSLAGLE FILE:83315 PLAT.DWG DATE:1/27/2026 3:56 PM

SALZAMAR MINOR SUBDIVISION

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 72 WEST OF THE 6TH P.M., COUNTY OF PARK, STATE OF COLORADO

SHEET 2 OF 3



Legend

- FOUND ALIQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- FOUND #5 REBAR WITH 1 1/2" ORANGE PLASTIC CAP, "JVH PLS 24958"
- FOUND 3" PIPE WITH 3" BRASS CAP, "D.M.W.W. RIGHT OF WAY POINT LS 7738 1975"
- FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP, "FLATIRONS INC 38280"
- SET 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP, "FLATIRONS INC 38280"
- CALCULATED POSITION (NOT FOUND OR SET DUE TO LOCATION OF RIVER)
- (AM) AS MEASURED AT TIME OF SURVEY
- (C) CALCULATED FROM RECORD AND AS MEASURED INFORMATION
- (R) AS PER RECORD INFORMATION
- (LSP) AS PER LAND SURVEY PLAT PREPARED BY JVH CONSULTING INC. RECORDED AT RECEPTION NO. 738408 (TITLE COMMITMENT EXCEPTION NO. 16)
- (DW) AS PER DENVER MUNICIPAL WATER WORKS NORTH FORK SOUTH PLATTE CHANNEL IMPROVEMENTS RECORDED IN BOOK 228, PAGE 342 (TITLE COMMITMENT EXCEPTION NO. 12)
- EDGE OF ASPHALT
- GRAVEL
- FENCE
- GUARDRAIL
- CLEANOUT
- OVERHEAD UTILITY LINE
- UTILITY POLE
- GAS LINE

DATE	REVISION
1	
2	
3	
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SALZAMAR MINOR SUBDIVISION

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Flatirons, Inc.
Land Surveying Services
www.FlatironsInc.com
3825 IRIS AVE, SUITE 395, BOULDER, CO 80301 (303) 443-7001
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7000 N. BROADWAY, SUITE 209, DENVER, CO 80221 (303) 936-6997

DRAFT
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(SEAL)

JOB NUMBER:	25-83,315
DATE:	01-27-2026
DRAWN BY:	R. SLAGLE
CHECKED BY:	JJK/DAW

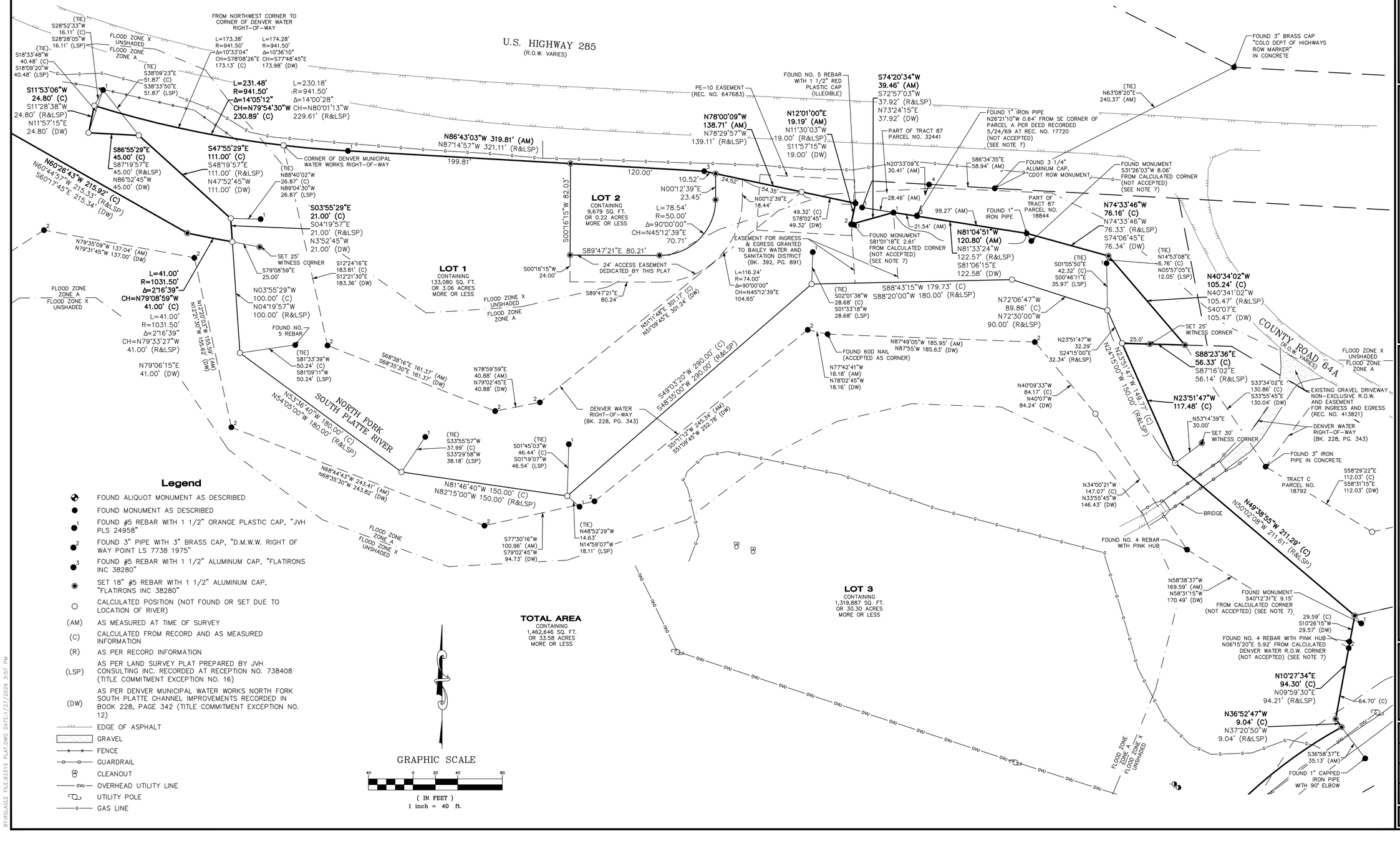
SHEET 2 OF 3

BY:RSLAGLE FILE:83315 PLAT.DWG DATE:1/27/2026 3:57 PM

SALZAMAR MINOR SUBDIVISION

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 72 WEST OF THE 6TH P.M., COUNTY OF PARK, STATE OF COLORADO

SHEET 3 OF 3



Legend

- FOUND ALIQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- FOUND #5 REBAR WITH 1 1/2" ORANGE PLASTIC CAP, "JVH PLS 24958"
- FOUND 3" PIPE WITH 3" BRASS CAP, "D.M.W.W. RIGHT OF WAY POINT LS 7738 1975"
- FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP, "FLATIRONS INC 38280"
- SET 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP, "FLATIRONS INC 38280"
- CALCULATED POSITION (NOT FOUND OR SET DUE TO LOCATION OF RIVER)
- (AM) AS MEASURED AT TIME OF SURVEY
- (C) CALCULATED FROM RECORD AND AS MEASURED INFORMATION
- (R) AS PER RECORD INFORMATION
- (LSP) AS PER LAND SURVEY PLAT PREPARED BY JVH CONSULTING INC. RECORDED AT RECEPTION NO. 738408 (TITLE COMMITMENT EXCEPTION NO. 16)
- (DW) AS PER DENVER MUNICIPAL WATER WORKS NORTH FORK SOUTH PLATTE CHANNEL IMPROVEMENTS RECORDED IN BOOK 228, PAGE 342 (TITLE COMMITMENT EXCEPTION NO. 12)
- EDGE OF ASPHALT
- GRAVEL
- FENCE
- GUARDRAIL
- CLEANOUT
- OVERHEAD UTILITY LINE
- UTILITY POLE
- GAS LINE

DATE	REVISION
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SALZAMAR MINOR SUBDIVISION

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7000 N. BROADWAY, SUITE 205, DENVER, CO 80221 (303) 936-6997

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SHEET 3 OF 3

BY:RSLAGLE FILE:83315 PLAT.DWG DATE:1/27/2026 3:57 PM

Park County Planning Department Referral List, January 2023

Case No. A25-0091 Case Name BWSD-Salzamar Minor Subdivision

See C.R.S. §30-28-136 for referral requirements for Major Subdivision Sketch Plans and Preliminary Plans.

INTERNAL AGENCIES

- ■ Assessor
  county.assessor@parkcountyco.gov
- ☐ Building Department
  county.building@parkcountyco.gov
- ☐ Communications Center
  911.dispatch@parkcountyco.gov
- ☐ Emergency Management
  emergency.management@parkcountyco.gov
- ☐ Environmental Health Department
  environmental.health@parkcountyco.gov
- ☐ Geographic Information Systems
  county.gis@parkcountyco.gov
- ■ Heritage and Tourism
  heritage.tourism@parkcountyco.gov
- ☐ Human Services
  human.services@parkcountyco.gov
- ☐ Information Services
  it@parkcountyco.gov
- ■ Public Health
  public.health2@parkcountyco.gov
- ■ Public Works
  public.works@parkcountyco.gov

EXTERNAL AGENCIES

Fire and Emergency Service Districts

- ☐ Elk Creek Fire Protection District
  jware@elkcreekfire.org
- ☐ Hartsel Fire Protection District
  chief@hartselfire.org
- ☐ Jefferson/Como Fire Protection District
  bruce@jcfpd.org
- ☐ Lake George Fire Protection District
  susan@lakegeorgefire.com
- ☐ Northwest Fire Protection District
  chief@nwfpd.org
- ■ Platte Canyon Fire Protection District
  pcfpdchief@gmail.com
- ☐ South Park Ambulance District
  chief@southparkambulance.com
- ☐ Southern Park County Fire Prot. District
  chief@guffeyfire.net

School Districts

- ■ School District RE-1 (Platte Canyon)
  mschmidt@pcsdk12.org
- ☐ Guffey Charter School
  jsampson@guffeyschool.org

☐ School District RE-2 (Fairplay)
cindy.bear@parkcountyre2.org

☐ Lake George Charter School
drwade@lgcsco.org

Utility Companies

▣ Colorado Natural Gas
jgutierrez@summitutilitiesinc.com

▣ CORE Electric
bkaufman@core.coop

☐ Will O Metropolitan District
admin@wowmetro.net

□ Xcel Energy
peter.h.kunz@xcelenergy.com

□ Bailey Water & Sanitation District
baileywater@aol.com

Division of Water Resources

☐ Division 1 Engineer (South Platte)
sarah.brucker@state.co.us

☐ Division 2 Engineer (Arkansas)
melissa.vanderpoel@state.co.us

Colorado Parks and Wildlife

Colorado Parks and Wildlife referrals usually are in the form of notice for possible 1041 wildlife permitting. A georeferenced map of Areas and Districts is available.

☐ Area 1 Wildlife Manager
mark.lamb@state.co.us

☐ District 521 Wildlife Manager
ian.petkash@state.co.us

☐ District 522 Wildlife Manager
tyler.stoltzfus@state.co.us

☐ District 523 Wildlife Manager
dawson.swanson@state.co.us

■ Districts 524 & 525 Wildlife Manager
scott.murdoch@state.co.us

☐ Area 13 Wildlife Manager
sean.shepherd@state.co.us

☐ Districts 262-264 Wildlife Manager
bob.carochi@state.co.us

Municipalities

Required for subdivisions within two miles of municipal boundary, otherwise at discretion of case manager.

☐ Town of Fairplay
jsciacca@fairplayco.us

☐ Town of Alma
gary.goettelman@townofalma.com

Homeowner's Association

☐ Add if the subject lot is within an HOA: _____

Other Agencies

■ Park Cty. Advisory Board on the Environment
johnreiber@msn.com

■ CO Dept. of Transportation, Region 2
Access Management Unit
adam.lancaster@state.co.us

☐ United States Forest Service
South Park Ranger District
joshua.voorhis@usda.gov

☐ United States Forest Service
South Platte Ranger District
brian.banks@usda.gov

☐ United States Forest Service
Pikes Peak Ranger District
carl.bauer@usda.gov

☐ U.S. Army Corps of Engineers
matthew.r.montgomery@usace.army.mil

☐ Bureau of Land Management
kberger@blm.gov

☐ Colorado State Land Board
courtney.hurst@state.co.us

☐ Teller-Park Conservation District
tellerparkcd@gmail.com

☐ Colorado Springs Utilities
jmchambers@csu.org

Adjacent Counties

☐ Jefferson County
pzweb@jeffco.us

☐ Teller County
crepeaum@co.teller.co.us

☐ Douglas County
planning@douglas.co.us

☐ Fremont County
planning@fremontco.com

☐ Chaffee County
mcottom@chaffeecounty.org

☐ Summit County
planning@summitcountyco.gov

☐ Lake County
buildingpermits@co.lake.co.us

☐ Clear Creek County
frollenhagen@clearcreekcounty.us

From: Mike Schmidt <mschmidt@pcsdk12.org>
Sent: Tuesday, February 17, 2026 9:22 AM
To: Julie Esterl
Cc: county.assessor@parkcountyco.gov; human.services@parkcountyco.gov; public.health2@parkcountyco.gov; public.works@parkcountyco.gov; pcfpdchief@gmail.com; jgutierrez@summitutilitiesinc.com; bkaufman@core.coop; scott.murdoch@state.co.us; johnreiber@msn.com; adam.lancaster@state.co.us; Shelli Yarbrough; Brandon Heacock; Allison Zan; Kay Wolf
Subject: Re: Referral Request - A25-0091 Bailey Water and Sanitation District Minor Subdivision (Park County)

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good morning, Julie

Platte Canyon School District 1 has no concerns or comments.

Sincerely,

Mike

On Thu, Jan 29, 2026 at 3:22 PM Julie Esterl <julie.esterl@baselinecorp.com> wrote:

> Referral Agencies,
>
> On behalf of Park County Development Services, I am forwarding the following land development application to you for review and comment.
>
> **Case #:** A25-0091
>
> **Case Name**: Bailey Water and Sanitation District-Salzamar Minor Subdivision
>
> **Applicant:** Bailey Water and Sanitation District

Request: The applicant is requesting a 3-lot subdivision of a 33.56-acre property for the purpose of creating a 0.22-acre lot for a proposed water treatment facility.

Legal Description: T07 R72 S30 SW4 TRACT A AND B IN SW4 AND SE4 AS DESC ON SURVEY R738408 30-7-72 – addressed as 19 County Road 64A, Bailey, CO.

Date of Planning Commission Hearing: Wednesday, February 25, 2026

Please return the attached Referral Response Form to me on or before Thursday, February 19, 2026.

Application materials may be accessed at the following Dropbox link:

https://www.dropbox.com/scl/fo/pa4utzqk6gavp2y9su45f/AD6aZqxH5sRUwl2PfnkjXh4?rlkey=iu1bhefnmi59f3zod3ypqef5r&st=pegufo92&dl=0

Please let me know if you have questions or need assistance accessing the application materials.

Thank you,

JULIE ESTERL | **SENIOR PLANNER**

Office: 303.202.5010 x 222 | Mobile: 608.215.9300

112 N. Rubey Drive, #210, Golden, CO 80403

www.baselinecorp.com | Social Media

BASELINE
Engineering · Planning · Surveying

--
Mike Schmidt

Superintendent, Platte Canyon S.D. 1
57243 US Hwy 285
P.O. Box 1069
Bailey, CO 80421
303-679-7402

PROMOTE EDUCATIONAL EXCELLENCE IN SAFE SCHOOLS
http://www.plattecanyonschools.org

Park County Planning Department

P.O. Box 1598
Fairplay, Colorado 80440
Phone: (719) 836-4261 ● *E-mail address:* shelli.yarbrough@parkcountyco.gov

Contract Planner

Baseline Corporation
Phone: (303) 202-5010 ext. 222 ● E-mail address: julie.esterl@baselinecorp.com

Referral Response

Submitted Date: January 29, 2026 **Comment Deadline Date:** February 19, 2026

Case #: A25-0091 **Case Name**: Bailey Water and Sanitation District-Salzamar Minor Subdivision

Applicant: Bailey Water and Sanitation District

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Date of Planning Commission Hearing: Wednesday, February 25, 2026

Date of BOCC Hearing: TBD

☑ We have reviewed this referral and find that it **does** comply with our specific organization's concerns.

☐ We have reviewed this referral and find that it **does not** comply with our specific organization's concerns for the following reasons:

_____

_____

☑ We have reviewed this referral and find no conflicts with our interests.

☐ A formal recommendation is under consideration and will be submitted to you prior to _____.

☐ Please refer to the enclosed letter.

☑ We offer the following comments regarding this referral:

ABE found no wildlife or environmental concerns.

ABE further recommends that the Army Corp of Engineers and the Colorado Department of Public Health and Environment be consulted regarding this application because of the proximity of the new water treatment facility to the South Platte River.

Signed: John Reiber Date: February 12, 2026

Title: Chairman

Park County Planning Department

P.O. Box 1598
Fairplay, Colorado 80440
Phone: (719) 836-4261 ● *E-mail address:* shelli.yarbrough@parkcountyco.gov

Contract Planner

Baseline Corporation
Phone: (303) 202-5010 ext. 222 ● E-mail address: julie.esterl@baselinecorp.com

Referral Response

Submitted Date: January 29, 2026 **Comment Deadline Date:** February 19, 2026

Case #: A25-0091 **Case Name**: Bailey Water and Sanitation District-Salzamar Minor Subdivision

Applicant: Bailey Water and Sanitation District

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☐ We have reviewed this referral and find that it **does** comply with our specific organization's concerns.

☐ We have reviewed this referral and find that it **does not** comply with our specific organization's concerns for the following reasons:

_____
_____

☑ We have reviewed this referral and find no conflicts with our interests.

☐ A formal recommendation is under consideration and will be submitted to you prior to _____.

☐ Please refer to the enclosed letter.

☐ We offer the following comments regarding this referral:

_____
_____
_____
_____

Signed: Monica Jones Date: 02/02/2026

Title: Assessor

Park County Planning Department

P.O. Box 1598
Fairplay, Colorado 80440
Phone: (719) 836-4261 ● *E-mail address:* shelli.yarbrough@parkcountyco.gov

Contract Planner

Baseline Corporation
Phone: (303) 202-5010 ext. 222 ● E-mail address: julie.esterl@baselinecorp.com

Referral Response

Submitted Date: January 29, 2026 **Comment Deadline Date:** February 19, 2026

Case #: A25-0091 **Case Name**: Bailey Water and Sanitation District-Salzamar Minor Subdivision

Applicant: Bailey Water and Sanitation District

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Date of Planning Commission Hearing: Wednesday, February 25, 2026

Date of BOCC Hearing: TBD

☐ We have reviewed this referral and find that it **does** comply with our specific organization's concerns.

☐ We have reviewed this referral and find that it **does not** comply with our specific organization's concerns for the following reasons:

_____

_____

☐ We have reviewed this referral and find no conflicts with our interests.

☐ A formal recommendation is under consideration and will be submitted to you prior to _____.

☐ Please refer to the enclosed letter.

☑ We offer the following comments regarding this referral:

The proposed 3-lot subdivision of a 33.56-acre property for the purpose of creating a 0.22-acre lot for a proposed water treatment facility is located in Colorado Natural Gas certified service territory. Colorado Natural Gas has no objection to the land development application Case #: A25-0091 . Please call 811 prior to digging!

Signed: Justin Gutierrez Date: 01/30/2026

Title: Engineer

From: Brooks Kaufman <BKaufman@core.coop>
Sent: Tuesday, February 17, 2026 9:20 AM
To: Julie Esterl; county.assessor@parkcountyco.gov; human.services@parkcountyco.gov; public.health2@parkcountyco.gov; public.works@parkcountyco.gov; pcfpdchief@gmail.com; mschmidt@pcsdk12.org; jgutierrez@summitutilitiesinc.com; scott.murdoch@state.co.us; johnreiber@msn.com; adam.lancaster@state.co.us
Cc: Shelli Yarbrough; Brandon Heacock; Allison Zan; Kay Wolf
Subject: RE: Referral Request - A25-0091 Bailey Water and Sanitation District Minor Subdivision (Park County)

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good morning, Julie

CORE Electric Cooperative has no concerns or comments.

Respectfully

Brooks Kaufman
Lands and Rights of Way Manager

800.332.9540 **MAIN**
720.733.5493 **DIRECT**
303.912.0765 **MOBILE**

www.core.coop.







Book time to meet with me

From: Julie Esterl <julie.esterl@baselinecorp.com>
Sent: Thursday, January 29, 2026 3:22 PM
To: county.assessor@parkcountyco.gov; human.services@parkcountyco.gov; public.health2@parkcountyco.gov; public.works@parkcountyco.gov; pcfpdchief@gmail.com; mschmidt@pcsdk12.org; jgutierrez@summitutilitiesinc.com; Brooks Kaufman <BKaufman@core.coop>; scott.murdoch@state.co.us; johnreiber@msn.com; adam.lancaster@state.co.us
Cc: Shelli Yarbrough <Shelli.Yarbrough@parkcountyco.gov>; Brandon Heacock

<Brandon.Heacock@parkcountyco.gov>; Allison Zan <Allison.Zan@parkcountyco.gov>; Kay Wolf <Kay.Wolf@parkcountyco.gov>
Subject: Referral Request - A25-0091 Bailey Water and Sanitation District Minor Subdivision (Park County)

[CAUTION:] This email is from an external source. Avoid clicking links or opening attachments unless you trust the sender and verify the content's safety.

Referral Agencies,

On behalf of Park County Development Services, I am forwarding the following land development application to you for review and comment.

Case #: A25-0091
Case Name: Bailey Water and Sanitation District-Salzamar Minor Subdivision
Applicant: Bailey Water and Sanitation District
Request: The applicant is requesting a 3-lot subdivision of a 33.56-acre property for the purpose of creating a 0.22-acre lot for a proposed water treatment facility.
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Date of Planning Commission Hearing: Wednesday, February 25, 2026

Please return the attached Referral Response Form to me on or before Thursday, February 19, 2026.

Application materials may be accessed at the following Dropbox link:
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Please let me know if you have questions or need assistance accessing the application materials.
Thank you,

JULIE ESTERL | **SENIOR PLANNER**
Office: 303.202.5010 x 222 | Mobile: 608.215.9300
112 N. Rubey Drive, #210, Golden, CO 80403
www.baselinecorp.com | Social Media
BASELINE
Engineering · Planning · Surveying

COLORADO
Department of Transportation
Region 2
Traffic & Safety – Access Permits

SH-285D /19 County Road 64A
Park County

February 18, 2026

Julie Esterl
Senior Planner – Baseline Corporation
PO BOX 1598
Fairplay, Colorado 80440

RE: Bailey Water & Sanitation District (File # A25-0091)

Julie,

I am in receipt of a referral request for comments for Bailey Water and Sanitation District – Salzamar Minor Subdivison, located at 19 County Road 64A Bailey, Colorado. Park County, (Parcel #16845 Account number R0016846). The submittals have been reviewed by CDOT. After review of all submitted documents, we have the following comments:

- CDOT Access and Utility permits are required.
- The existing access permit will need to be updated prior to subdivision approval.
- Lots 1 & 2 must share state highway access. State highway access will not be allowed for Lot 3 as it has access to the local road.
- The access will be required to be surfaced with pavement per CDOT standards from the highway roadway to the right-of-way line.
- Planning should be underway to relocate the bulk water fill station as access may be restricted in the future.

Please contact me at 719-924-2930 or kimberly.blanchard@state.co.us with any questions.

Sincerely,

Kimberly Blanchard
Kimberly Blanchard
CDOT R2 Access Management Trainee

xc: Shelli Yarbrough Park County Planning Dept.– shelli.yarbrough@parkcountyco.gov
Carrie Bernstein – Attorney for Salzmar Properties LLC – csb@ablawcolorado.com
Lancaster / file

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
DENVER REGULATORY OFFICE
9307 SOUTH WADSWORTH BLVD
LITTLETON, CO 80128-6901

October 7, 2025

SUBJECT: Nationwide Permit Verification, NWO-2025-00907-DEN, Bailey Water and Sanitation District Water Intake Improvements

James Thomas
Bailey Water and Sanitation District
75 County Road 68
Bailey, CO 80421

Dear James Thomas:

This letter is in response to your September 18, 2025 Pre-construction Notification (PCN), requesting Department of the Army (DA) Nationwide Permit (NWP) verification for the above-referenced project. The project site is located at Latitude 39.406828°, Longitude -105.488370°, Bailey, Colorado.

For the above-referenced project you propose the rehabilitation and replacement of an existing in-stream infiltration gallery raw water intake and installation of a secondary back-up in-stream infiltration gallery adjacent to the existing one. Both infiltration galleries will include the following fill materials: 6-inches of sand for pipe under bedding, 18-inches of class B material for the intake screens, and 18 to 24 inches of rip rap for backfill to match the existing streambed elevation. For each infiltration gallery approximately 1.7 cubic yards (CY) of sand, 7.2 CY of class B material, and 14,8 CY of rip rap will be discharged into the North Fork of the South Platte River. In total, 47.4 CY of fill material will be discharged, resulting in the loss of approximately 0.011 acre of stream bed.

The U.S. Army Corps of Engineers (Corps) regulates the discharge of dredged and fill material into waters of the United States under Section 404 of the Clean Water Act (CWA) (33 U.S.C. 1344). The Corps' regulations are published in the *Code of Federal Regulations* at 33 CFR parts 320 through 332. NWPs are defined in the *Federal Register* published on December 27, 2021 (86 FR 73522) and January 13, 2021 (86 FR 2744). Based on a review of the information you furnished and available to us, we have determined the above referenced work requires DA authorization under Section 404 of the CWA.

Based upon the information you provided, we hereby verify that the work described above, is authorized by NWP 39, Commercial and Institutional

Developments. Please note that deviations from the original plans and specifications of your project could require additional authorization from this office. This NWP and associated Regional and General Conditions are enclosed and can be accessed on our website at: *https://www.nwo.usace.army.mil/Missions/Regulatory-Program/Colorado/*. Failure to comply with the General and Regional Conditions of this NWP, or the project-specific special conditions of this authorization, may result in the suspension or revocation of your authorization, and you may be subject to appropriate enforcement action. You shall comply with all terms and conditions associated with this NWP.

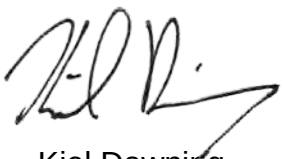
Unless this NWP is suspended, modified, or revoked, it is valid until **March 14, 2026**. It is incumbent upon you to remain informed of changes to this NWP. We will issue a public notice when the NWPs are reissued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have twelve (12) months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization as per 33 CFR 330.6(b). Any project specific conditions listed in this letter continue to remain in effect after the NWP verification expires unless the district engineer removes those conditions.

To assist in your compliance with NWP General Condition 30, enclosed is a "Compliance Certification" form, which shall be signed and returned within 30 days of completion of the project, including any required mitigation. Your signature on this form certifies that you have completed the work in accordance with the terms and conditions of the NWP. Activities completed under the authorization of an NWP which was in effect at the time the activity was completed continue to be authorized by that NWP.

Authorizations under this NWP does not relieve permittees from obtaining permits or other authorizations from any required federal, state, or local agency.

If you have any questions, please contact Daniel Ishmael via email at Daniel.c.ishmael@usace.army.mil, by mail at the address above, or by phone at (720) 948-3266.

Sincerely,



Kiel Downing
Chief, Denver Regulatory Office

2 Enclosures:
1. NWP Fact Sheet with Regional and General Conditions
2. Compliance Certification

cc:

Matt Hess, Element Engineering

The Omaha District, Regulatory Branch is committed to providing quality and timely service to our customers. In an effort to improve customer service, please take a moment to complete our Customer Service Survey found on our website at: https://regulatory.ops.usace.army.mil/customer-service-survey/.

COMPLIANCE CERTIFICATION

Corps File Number: NWO-2025-00907-DEN

Permit Type: Nationwide Permit 39

Name of Permittee: James Thomas - Bailey Water and Sanitation District

County: Park

Date of Issuance: October 7, 2025

Corps Project Manager: Daniel Ishmael

Within 30 days of completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following:

denverregulatorymailbox@usace.army.mil

OR

U.S. Army Corps of Engineers, Omaha District
Denver Regulatory Office
9307 South Wadsworth Blvd
Littleton, CO 80128-6901

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the conditions of this permit, you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

_____
Signature of Permittee

_____
Date

From: Will Raatz <will.raatz@w2eng.com>
Sent: Thursday, February 26, 2026 8:12 AM
To: Julie Esterl
Cc: 'Anita Marchant'; baileywaterandsanitation@gmail.com; 'Shelli Yarbrough'; 'Brandon Heacock'; 'Allison Zan'; 'Kay Wolf'
Subject: RE: Bailey Water and Sanitation District (CO-0147010) Basis of Design Submittal: Water Treatment Plant Improvements
Attachments: CDPHE Review Status 2026.02.26.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Julie,

One more update on the CDPHE review…the project is still showing as backlogged, so I'm not sure when it will get reviewed. We'll contact them for more information.

Thank you,

Will

Will Raatz – W2E
720.331.2332

From: Julie Esterl <julie.esterl@baselinecorp.com>
Sent: Wednesday, February 25, 2026 8:50 AM
To: will.raatz@w2eng.com
Cc: 'Anita Marchant' <anita@foothillslegalsolutions.com>; baileywaterandsanitation@gmail.com; 'Shelli Yarbrough' <Shelli.Yarbrough@parkcountyco.gov>; 'Brandon Heacock' <Brandon.Heacock@parkcountyco.gov>; 'Allison Zan' <Allison.Zan@parkcountyco.gov>; 'Kay Wolf' <Kay.Wolf@parkcountyco.gov>
Subject: RE: Bailey Water and Sanitation District (CO-0147010) Basis of Design Submittal: Water Treatment Plant Improvements

Thanks Will. I'll mention it.

JULIE ESTERL | **SENIOR PLANNER**
O:303.202.5010 X222 | C:608.215.9300
BASELINE

From: Will Raatz <will.raatz@w2eng.com>
Sent: Wednesday, February 25, 2026 8:48 AM
To: Julie Esterl <julie.esterl@baselinecorp.com>

Cc: 'Anita Marchant' <anita@foothillslegalsolutions.com>; baileywaterandsanitation@gmail.com; 'Shelli Yarbrough' <Shelli.Yarbrough@parkcountyco.gov>; 'Brandon Heacock' <Brandon.Heacock@parkcountyco.gov>; 'Allison Zan' <Allison.Zan@parkcountyco.gov>; 'Kay Wolf' <Kay.Wolf@parkcountyco.gov>
Subject: FW: Bailey Water and Sanitation District (CO-0147010) Basis of Design Submittal: Water Treatment Plant Improvements

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Julie,

Below is confirmation that the project has been submitted to CDPHE. Perhaps we can take that off the list too.

Thank you,

Will

Will Raatz – W2E
720.331.2332

From: WQEngReview - CDPHE, CDPHE <cdphe.wqengreview@state.co.us>
Sent: Tuesday, September 30, 2025 11:37 AM
To: Matt Hess <Matt.Hess@bowman.com>
Cc: Will Raatz <will.raatz@w2eng.com>; Nick Marcotte <Nick.Marcotte@bowman.com>; Alice Arsenault <Alice.Arsenault@bowman.com>
Subject: Re: Bailey Water and Sanitation District (CO-0147010) Basis of Design Submittal: Water Treatment Plant Improvements

The WQCD Engineering Section has received your drinking water application and plans and specifications for the BAILEY WSD - New WTP project. At any time, you may use the Active Project Status to view the status of this application, the assigned review engineer, and a listing of all projects in the review queue. While the Engineering Section typically queues projects based on the submittal date, please be aware that we may prioritize projects for public health and environmental emergencies. The Engineering Section currently has a backlog of approximately 3 months that may lapse prior to working on new projects. Your primary point of contact for this project is the assigned review engineer. Prior to assignment of a review engineer, please contact one of the unit managers for any additional information. Emily Wong may be contacted by telephone at 303-692-3566 or by email at emily.wong@state.co.us, Michael Emming may be contacted by telephone at 303-692-6337 or by email at michael.emming@state.co.us, and Paul Kim may be contacted by telephone at 303-692-3279 or by email at paul.kim@state.co.us.

James Alcorn
Program Assistant
Engineering Section

M 303.692.3539 | F 303.782.0390
4300 Cherry Creek Drive South, Denver, CO 80246
jamesa.alcorn@state.co.us | www.colorado.gov/pacific/cdphe

24-hr Environmental Release/Incident Report Line: 1-877-518-5608

On Fri, Sep 26, 2025 at 1:57 PM Matt Hess <Matt.Hess@bowman.com> wrote:

> I'm using Mimecast to share large files with you. Please see the attached instructions.
>
> ---
>
> Hi CDPHE,
>
> For review and approval, we have attached the Basis of Design Report, plans, and technical specifications for the Bailey Water and Sanitation District's proposed Water Treatment Plant Improvements project, which should be downloadable with the Mimecast link above. This project is also associated with the DWRF Project No. 190121D-Q.
>
> In addition to the BDR PDF, we have also attached separately the 3rd Party Validation Report for the proposed Hallet 1000P UV Reactors. The report is marked "Confidential", so we didn't want it to be in public record.
>
> Please let me know if you have any issues downloading the documents. Otherwise feel free to reach out if you have any questions or comments!
>
> Regards,
>
> **Matthew A. Hess, PE**
>
> Project Engineer

Element, a **BOWMAN** Company

7245 W. Alaska Dr, Suite 210, Lakewood, CO 80226
M: (720) 484-0504
Matt.Hess@bowman.com | bowman.com

---------- Forwarded message ----------
From: matt.hess@bowman.com
To: cdphe.wqengreview@state.co.us
Cc:
Bcc:
Date: Fri, 26 Sep 2025 15:55:23 -0400
Subject: You've been sent large files



You've been sent large files

Matt Hess sent you large files. Download them before Sat, 18 Oct 2025 01:59 -0400.

Files

25_09_23 Basis of Design B...ompiled.pdf (59.5 MB)
UV Pure Hallett 1000 Repor...ly 2022.pdf (12.6 MB)

Download Files



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From: Julie Esterl
Sent: Thursday, February 26, 2026 9:32 AM
To: Julie Esterl
Subject: RE: Bailey Water Plans

From: Boothe, Gary W. <Gary.Boothe@denverwater.org>
Sent: Tuesday, July 29, 2025 8:28 AM
To: will.raatz@w2eng.com
Subject: Bailey Water Plans

Will,
I had one of our engineers review your plans and he did not have any issues or comments.
Please let me know if you have any questions.
Thanks,

Gary W. Boothe | Manager of Real Estate
Denver Water | t: 303-628-6158 | c: 720-394-4689
denverwater.org | denverwater.org/TAP
Stay in the H2O know! Subscribe to TAP.
Follow us on Twitter, Instagram and Facebook.



PARK COUNTY BOARD OF COMMISSIONERS
PLANNING DEPARTMENT STAFF REPORT

Board of County Commissioners Hearing Date: March 17, 2026

To:	Board of County Commissioners
Date:	March 6, 2026
Prepared by:	Julie Esterl, Senior Planner – Baseline Corporation
Case #:	A26-0007
Subject:	Bailey Water and Sanitation District (BWSD) Conditional Use Permit
Request:	A Conditional Use Permit for a Major Utility Facility in the Commercial Zone District.

Application Summary:

Applicant:	Miguel A. Garcia, Vice President, Board of Directors - Bailey Water and Sanitation District Anita L. Marchant, District Attorney - Foothills Legal Solutions, LLC
Owner:	Salzamar Properties, LLC - John Bezzant, Member/Manager
Location:	19 County Road 64A, Bailey, CO
Existing Zone District:	Commercial
Surrounding Zoning:	Residential and Commercial
Lot Size:	0.22 acres
Existing Use:	Vacant land
Proposed Use:	Bailey Water & Sanitation District Water Treatment Plant

Background:

Bailey Water and Sanitation District (BWSD) is in the process of a needed replacement of the water treatment facility originally constructed in the late 1960s in the southwest portion of Bailey on the south side of US Highway 285. BWSD plans to purchase a 0.22-acre parcel, which is Lot 2 of the proposed Salzamar Minor Subdivision, for the purpose of establishing a new water treatment facility.

The proposed water treatment plant will pump and treat water, and by definition in the Land Use Regulations, qualifies as a Major Utility Facility, which is a conditional use in the Commercial Zone District. Because the property is zoned Commercial, a Conditional Use Permit is required prior to development of the water treatment plant.

Existing Conditions:

The proposed Lot 2 is zoned Commercial, is vacant, and has frontage along US Highway 285. There is an existing access point, and associated CDOT access permit, on USH 285. A small portion of the southeast corner of proposed Lot 2 is located in Zone A of the 100-year floodplain.

Proposal:

Bailey Water and Sanitation District plans to construct a new water treatment facility including a 30' x 50' building. Due to the proximity of the building to the floodplain, the building is planned to be constructed 3-feet above the Base Flood Elevation.

Joint access is proposed to the east and south of Lot 2 in order to provide access to both Lot 1 and Lot 2 from USH 285. A Mutual Access and Maintenance Agreement is included in the Purchase and Sale Agreement between BWSD and Salzamar. CDOT requires an update to the existing access permit to accommodate the shared access.

Planning Review:

Access and Parking: The Mutual Access and Maintenance Easement along with the updated CDOT access permit will provide legal access to the development. The updated permit is required to be issued prior to approval of the Salzamar Minor Subdivision. On-site parking has been provided.

Development Standards: The development standards for Lot 2, zoned Commercial include:

- Floor area – No maximum and no minimum requirement
- Lot Area – No minimum requirement
- Structure height – 40-feet. The proposed building is approximately 20-feet, and complies.
- Setback from any watercourse – 50 feet. The building is setback approximately 88-feet, and complies.
- Setback from any wetland – no wetlands identified.
- Front setback to State/Federal highway – 10 feet. The closest point of the building to USH 285 is approximately 16 feet, and complies.
- Front setback to all other roads – 5 feet. Not applicable.
- Side setback – 0 feet.
- Rear setback – 5 feet. The building is approximately 30-feet from the rear property line, and complies.

Floodplain: Floodplain mitigation appears to have been addressed, however, per Article 7, Division 10 – Floodplain Protection, a Floodplain Development Permit is required to ensure conformance with the provisions of the ordinance. Issuance of a Floodplain Development Permit is included as a condition of approval.

Property Addressing: The proposed Lot 2 of the Salzamar Minor Subdivision will require the assignment and posting of a new address in accordance with Section 7-1207 of the Land Use Regulations. This has been included as a condition of approval.

Land Use Regulations:

Each of the standards for approval of a Conditional Use Permit (LUR Section 5-503) is addressed below.

A. The use proposed is an authorized Conditional Use for the zone district in which the property described in the application is located.
The proposed use is a water treatment facility that will pump and treat water. Per the definitions section of the Land Use Regulations, this facility qualifies as a Major Utility Facility. The property is zoned Commercial, and a Major Utility Facility is allowed by Conditional Use in the Commercial Zone District. Therefore, the proposed use is an authorized Conditional Use.

B. The property described in the application for Conditional Use Permit possesses geological, physical, and other environmental conditions that are compatible with the proposed conditional use.
The location of the property is appropriate for the use as it is in close proximity to the existing Bailey Water and Sanitation District facility. The property is also located in proximity to the North Fork of the South Platte River from where raw water is drawn.

C. The Conditional Use will conform to all applicable requirements of the zone district and these Land Use Regulations, and does not create a substantial safety concern for anticipated visitors to the property.
The use and proposed development conform to the development standards of the Commercial Zone District. The facility will be fenced to provide safety to the facility and the public.

D. The property has a reasonably certain right of permanent legal access permitting vehicular access from the property to the public thoroughfare.
Once the access easement agreement and CDOT access permit are finalized, the property will have permanent legal access to US Highway 285.

E. Access to the property from the public thoroughfare reasonably meets County street, road, or driveway standards or, if the property is undeveloped, such access will be established prior to issuance of a building permit.
The water treatment plant improvement plans provided by the project engineer include details for the construction of the access driveway. These plans appear to be in compliance with the required standards. Final determination of compliance will occur during building permit review.

F. The proposed Conditional Use is compatible with the uses and zoning for other properties within the neighborhood or immediately surrounding area.
The proposed water treatment plant is compatible with the existing Bailey Water and Sanitation District facility located to the east of the property. Park County administrative offices are located to the north. Lands to the west and south include vacant land and the North Fork of the South Platte River. There do not appear to be any conflicts with compatibility to surrounding uses.

G. In making this determination, conflicts with any enforceable covenants, conditions and restrictions of record will be considered.
There are no known covenants or restrictions on proposed Lot 2 of the Salzamar Minor Subdivision that would create any conflicts with the proposed use and development of the water treatment plant.

Impact Analysis:

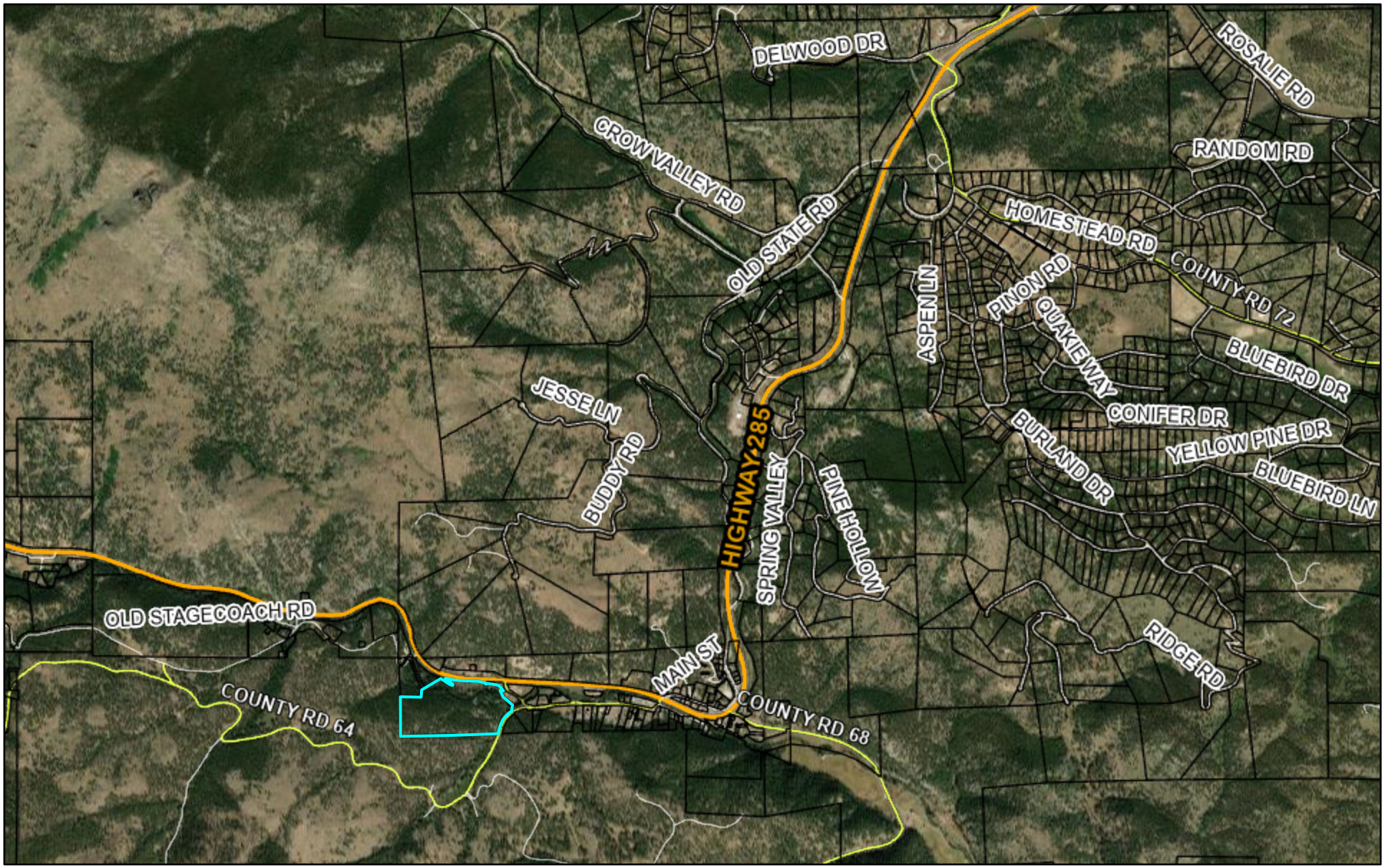
No adverse impacts to adjacent land uses are anticipated. In addition, no adverse impacts are anticipated to traffic, roadways, schools, parks, storm drainage facilities, or utilities. Approval of the conditional use permit will improve water delivery and quality to customers of the Bailey Water and Sanitation District.

Recommendation:

Based on the foregoing, staff recommends that the Board of County Commissioners direct staff to prepare a resolution approving the conditional use permit with the following conditions:

1. Issuance of a Floodplain Development Permit.
2. Assignment and posting of the property address.

Park County Map



10/21/2025, 1:09:20 PM

County Line

County Roads

Parcels

Roads

Minor Roads

Highways

1:36,112

0 0.23 0.45 0.9 mi

0 0.38 0.75 1.5 km

Maxar

Park County Colorado

For informational use only.

Park County Map



11/13/2025, 3:25:12 PM

County Line

Roads

Highways

County Roads

Minor Roads

Parcels

Addresses

1:4,514

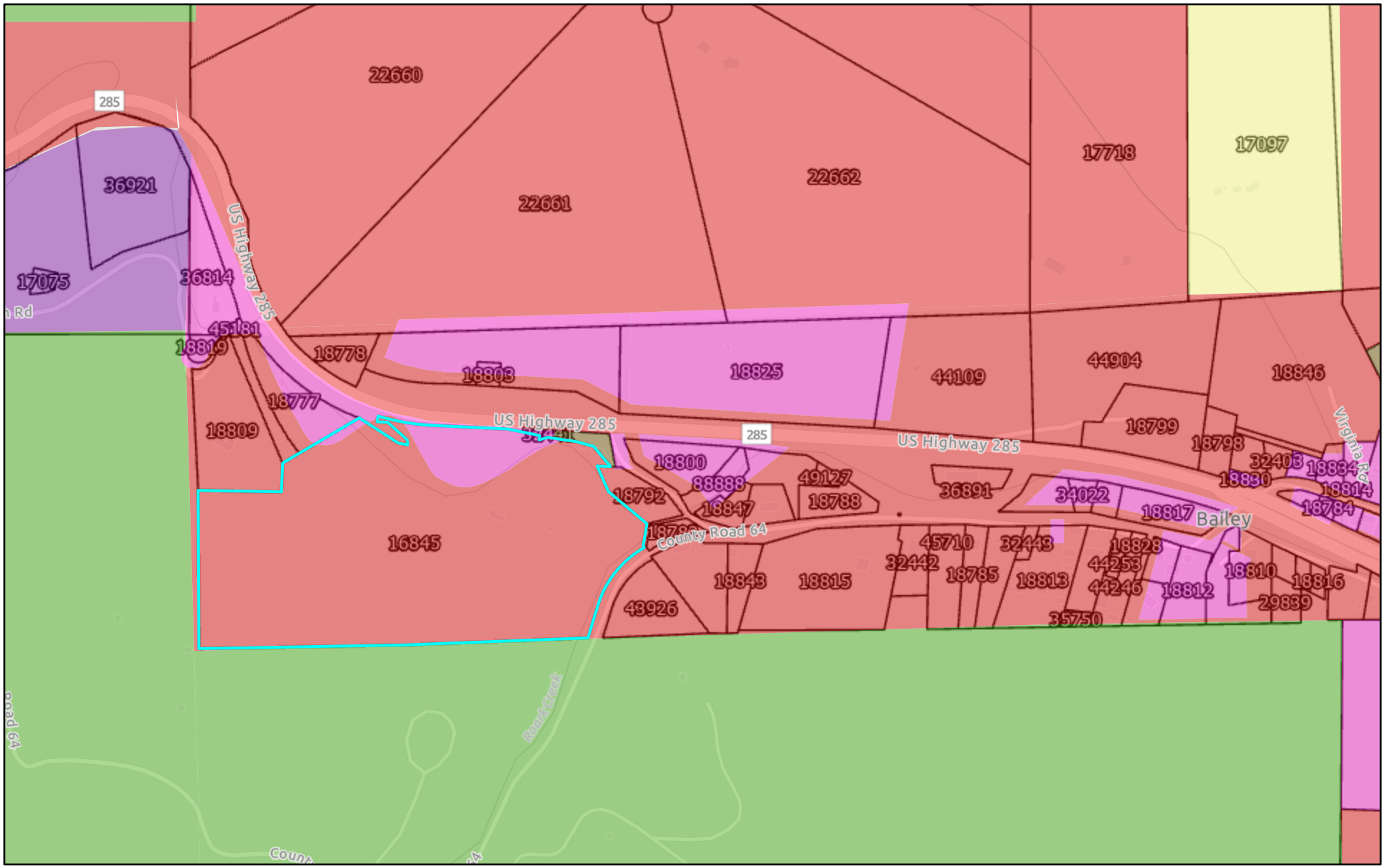
0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

Vantor

Park County Colorado
For informational use only.

Zoning Map



10/21/2025, 1:18:38 PM

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Zoning

- Agricultural
- Commercial
- Conservation/Recreation
- Planned Unit Development
- Residential
- Rural Center Mixed Use
- Parcels

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, TomTom, Garmin,

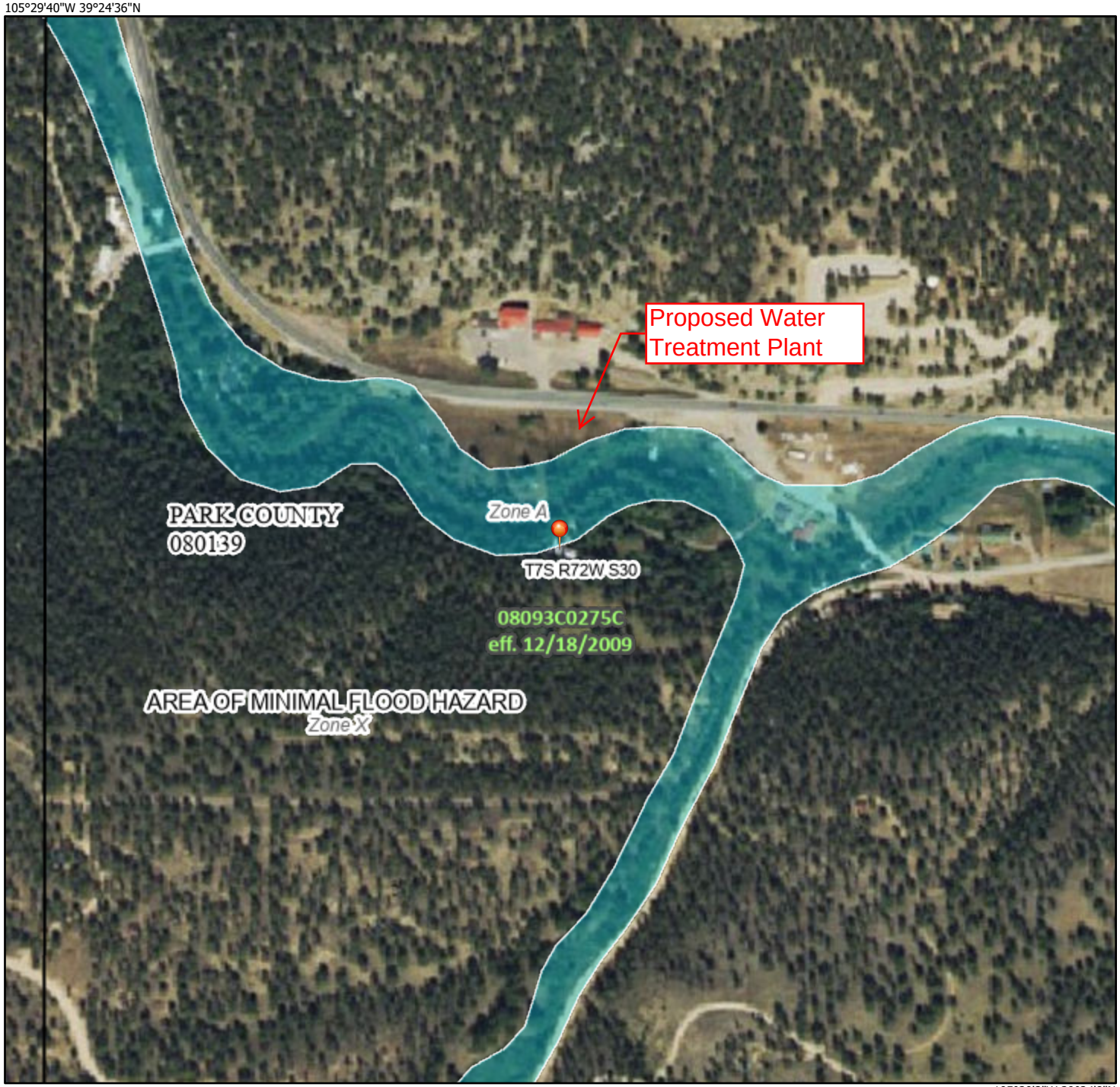
Park County

For informational use only.

National Flood Hazard Layer FIRMette

FEMA

105°29'40"W 39°24'36"N



0 250 500 1,000 1,500 2,000 Feet

1:6,000

105°29'2"W 39°24'8"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 Cross Sections with 1% Annual Chance / Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

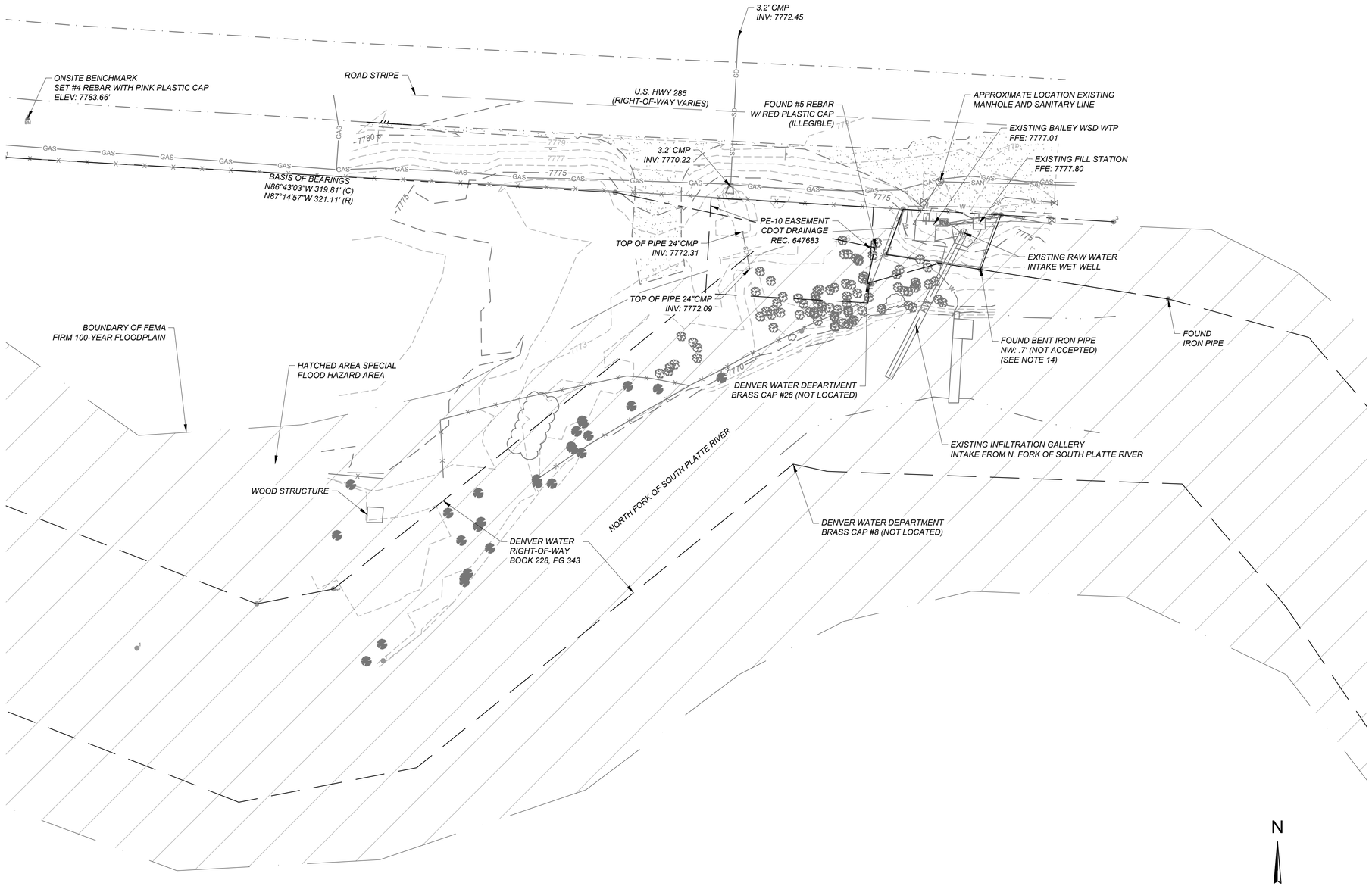
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/18/2026 at 9:48 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

LEGEND

- FOUND MONUMENT AS DESCRIBED
- SET BENCHMARK AS DESCRIBED
- CALCULATED POSITION (NOT FOUND OR SET)
- CONCRETE
- EDGE OF ASPHALT
- GRAVEL
- FLAGSTONE
- FENCE
- SIGN
- SHRUB/BUSH
- DECIDUOUS TREE
- CONIFEROUS TREE
- WATER LINE
- WATER MANHOLE
- WATER VALVE
- SANITARY SEWER LINE
- SANITARY SEWER MANHOLE
- STORM SEWER LINE
- FLARED END SECTION
- ELECTRIC LINE
- ELECTRIC METER
- OVERHEAD UTILITY LINE
- UTILITY POLE
- GAS LINE
- UNIDENTIFIED VALVE
- LOCATION OF BUILDING HEIGHT/FINISHED FLOOR

FFE	FINISHED FLOOR ELEVATION
ELEV	ELEVATION
INV	INVERT



A
--

TOPOGRAPHIC SURVEY - WTP
1" = 30'

N

GRAPHIC SCALE
30 0 30 60
(IN FEET)
1 INCH = 30 FT

ELEMENT ENGINEERING LLC
1268? W. CEDAR DRIVE, SUITE 300
LAKEWOOD, CO 80226
720.749.4165
WWW.ELEMENTENGINEERING.NET

REVISIONS

NO.	DESCRIPTION	DATE	BY

WATER TREATMENT PLANT IMPROVEMENTS

TOPOGRAPHIC SURVEY

BAILEY WATER AND SANITATION DISTRICT
PO BOX 422
BAILEY, CO 80421

PREPARED UNDER THE DIRECT SUPERVISION OF

FOR AND ON BEHALF OF
ELEMENT ENGINEERING, LLC

DESIGNED BY	CHECKED BY
MAH	AMA

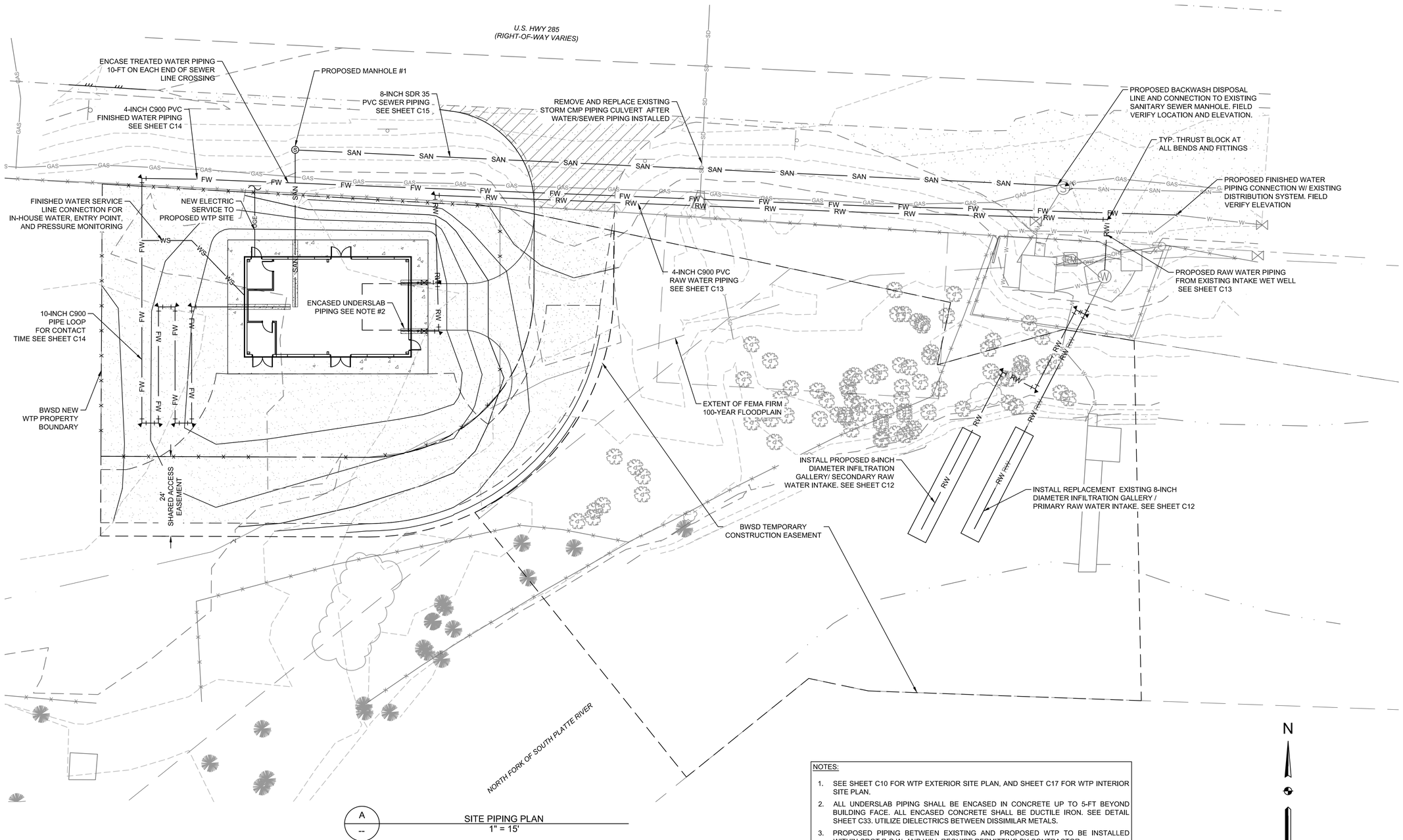
DATE
OCTOBER 2025

JOB NUMBER
0107.0002

EDITION
90% CMAR

SHEET
C8 OF C37

Q:\CO-LAKE-EE\SHARED_PROJECTS\0107 - W2 ENGINEERS, LLC\0002 - BAILEY WSD WTP IMPROVEMENTS\CAD\DWG\CD'S\02_BAILEY WTP TOPO AND PROPERTY.DWG



A
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SITE PIPING PLAN
1" = 15'

NOTES:

1. SEE SHEET C10 FOR WTP EXTERIOR SITE PLAN, AND SHEET C17 FOR WTP INTERIOR SITE PLAN.
2. ALL UNDERSLAB PIPING SHALL BE ENCASED IN CONCRETE UP TO 5-FT BEYOND BUILDING FACE. ALL ENCASED CONCRETE SHALL BE DUCTILE IRON. SEE DETAIL SHEET C33. UTILIZE DIELECTRICS BETWEEN DISSIMILAR METALS.
3. PROPOSED PIPING BETWEEN EXISTING AND PROPOSED WTP TO BE INSTALLED WITHIN CDOT R.O.W. AND WILL REQUIRE PERMITTING BY CONTRACTOR.
4. PROPOSED AND EXISTING INFILTRATION GALLERIES WITHIN DENVER WATER R.O.W. WILL REQUIRE COORDINATION WITH DENVER WATER PRIOR TO AND THROUGHOUT CONSTRUCTION.
5. DO NOT ENTER OR DISTURB AREAS OUTSIDE OF THE DISTRICT'S PARCEL AND EASEMENTS AS SHOWN IN THIS SITE PLAN.
6. YARD PIPING SHALL BE FULLY RESTRAINED.

N

GRAPHIC SCALE
15 0 15 30
(IN FEET)
1 INCH = 15FT

ELEMENT ENGINEERING LLC
1268F W. CEDAR DRIVE, SUITE 300
LAKEWOOD, CO 80226
720.749.4165
WWW.ELEMENTENGINEERING.NET

REVISIONS

NO.	DESCRIPTION	DATE	BY

WATER TREATMENT PLANT IMPROVEMENTS

SITE PIPING PLAN

BAILEY WATER AND SANITATION DISTRICT
PO BOX 422
BAILEY, CO 80421

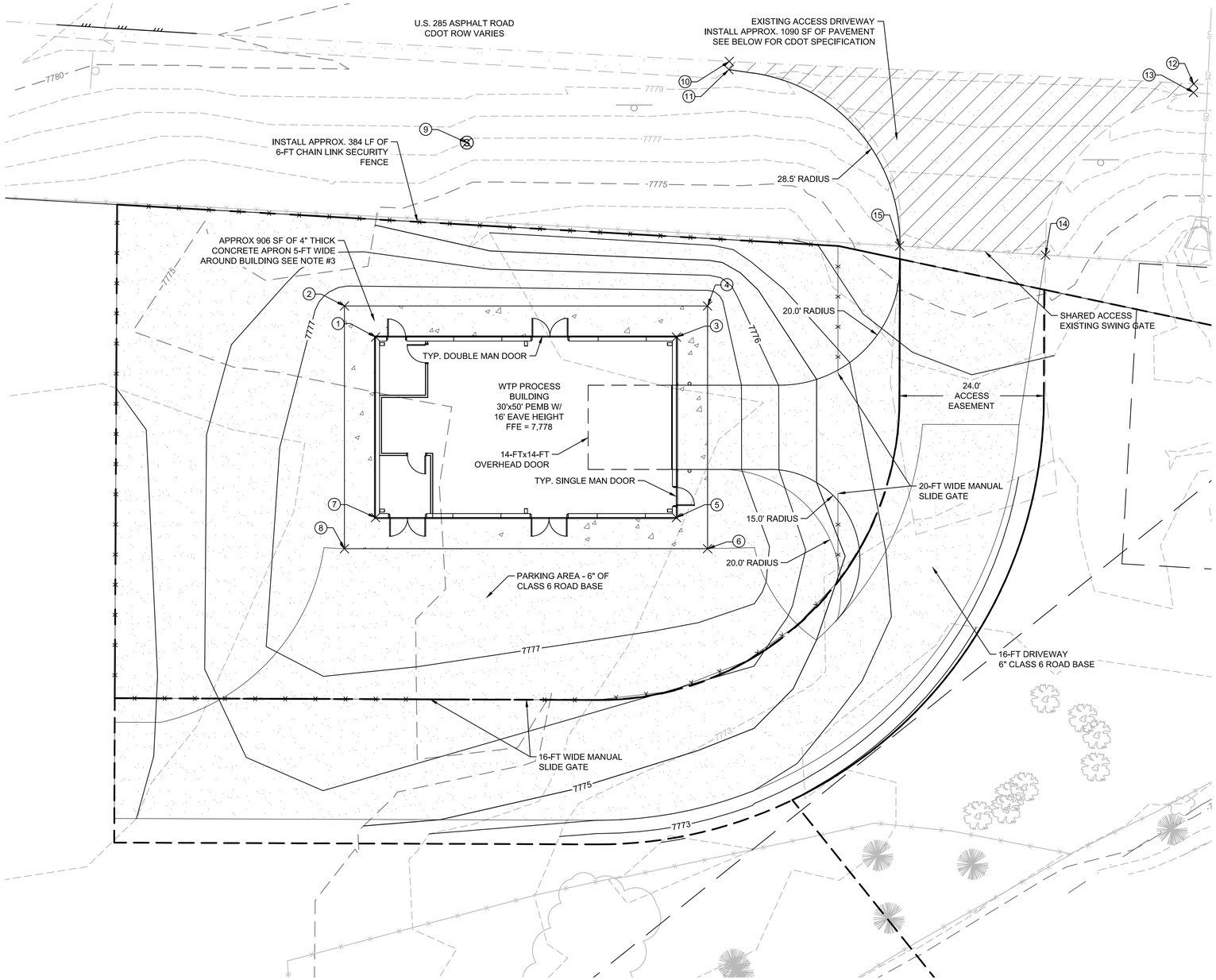
PREPARED UNDER THE DIRECT SUPERVISION OF

FOR AND ON BEHALF OF ELEMENT ENGINEERING, LLC

DESIGNED BY	CHECKED BY
MAH	AMA

DATE: OCTOBER 2025
JOB NUMBER: 0107.0002
EDITION: 90% CMAR
SHEET: C9 OF C37

Q:\CO-LAKE-EE\SHARED_PROJECTS\0107 - W2 ENGINEERS, LLC\0002 - BAILEY WSD WTP IMPROVEMENTS\CAD\DWG\CDS\03_SITE PLAN BAILEY WTP.DWG



A
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SITE PLAN
1" = 10'

N

GRAPHIC SCALE
15 0 10 20
(IN FEET)
1 INCH = 10FT

POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	15733127.83	3003046.32	7778.00	BUILDING CORNER
2	1573133.00	3003041.15	7777.81	EOC
3	1573127.83	3003096.32	7778.00	BUILDING CORNER
4	1573133.00	3003101.49	7777.81	EOC
5	1573097.83	3003096.32	7778.00	BUILDING CORNER
6	1573092.66	3003101.49	7777.81	EOC
7	1573097.83	3003046.32	7778.00	BUILDING CORNER
8	1573092.66	3003041.15	7777.81	EOC
9	1573160.13	3003061.50	7776.94	PROP. MANHOLE #1
10	1573173.64	3003105.10	7779.20	EOA
11	1573172.27	3003105.03	7779.16	EOA
12	1573169.90	3003182.27	7779.02	EOA
13	1573168.46	3003182.24	7779.00	EOA
14	1573141.45	3003157.63	7775.73	EOA
15	1573142.97	3003133.40	7775.73	EOA

ACCESS DRIVEWAY ASPHALT SPECIFICATION

1. AGGREGATE BASE COURSE
   - 1.1. THICKNESS: 12" MIN.
   - 1.2. MATERIAL: CLASS 6 ABC (CRUSHED STONE OR GRAVEL)
   - 1.3. COMPACTION: 95% OF MAXIMUM DRY DENSITY (PER AASHTO T180)
2. HOT MIX ASPHALT (HMA)
   - 2.1. THICKNESS: 6" MIN.
   - 2.2. LOWER LIFT 3" - GRADE S
   - 2.3. UPPER LIFT 3" - GRADE SX(75) PG58-28

NOTES:

1. BELOW GRADE FEATURES AND UTILITIES NOT SHOWN. REFER TO SHEET C9.
2. REFER TO SHEET C17 FOR INTERIOR WTP PLAN.
3. SLOPE CONCRETE APRON AWAY FROM BUILDING AT 2%
4. CONTRACTOR SHALL PREPARE AND SUBMIT A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR APPROVAL, IMPLEMENTATION, AND MAINTENANCE.

ELEMENT ENGINEERING LLC
12687 W. CEDAR DRIVE, SUITE 300
LAKEWOOD, CO 80228
720.749.4165
WWW.ELEMENTENGINEERING.NET

REVISIONS

NO.	DESCRIPTION	DATE	BY

WATER TREATMENT PLANT IMPROVEMENTS

SITE PLAN

BAILEY WATER AND SANITATION DISTRICT
PO BOX 422
BAILEY, CO 80421

PREPARED UNDER THE DIRECT SUPERVISION OF

FOR AND ON BEHALF OF
ELEMENT ENGINEERING, LLC

DESIGNED BY	CHECKED BY
MAH	AMA

DATE
OCTOBER 2025

JOB NUMBER
0107.0002

EDITION
90% CMAR

SHEET
C10 OF C37

Q:\CO-LAKE-EE\SHARED_PROJECTS\0107 - W2 ENGINEERS, LLC\0002 - BAILEY WSD WTP IMPROVEMENTS\CAD\DWG\CD'S\02_BAILEY WTP TOPO AND PROPERTY.DWG

PARK COUNTY REGULATIONS

FOR

DOMESTIC WATER AND SEWAGE TREATMENT SYSTEMS AND MUNICIPAL AND INDUSTRIAL WATER PROJECTS

PUBLIC REVIEW DRAFT

UPDATED MARCH 11, 2026

REDLINE VERSION TRACKING CHANGES TO FEB. 2 PUBLIC DRAFT

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ARTICLE 1: GENERAL PROVISIONS

101. Title and Citation

These regulations are entitled and may be cited as the "Park County Regulations for Domestic Water and Sewage Treatment Systems and Municipal and Industrial Water Projects" or "Regulations."

102. Purpose and Intent

These Regulations are intended to protect the health, safety, and general welfare of the public, and to protect the environment of Park County from adverse impacts through requirements that apply to the construction and operation of Domestic Water and Sewage Treatment Systems, Municipal Water Projects, Industrial Water Projects, and extensions thereof, as those terms are defined herein.

103. Findings

The Board of County Commissioners of the County of Park ("Board") ~~Board~~ finds that:

A. All applicable notice and public hearing requirements have been followed.

B. These Regulations are necessary because of the intensity of current and foreseeable development pressures on and within the County.

C. These Regulations are necessary to protect the health, welfare, and safety of the public and to protect the environment.

104. Authority

These Regulations are expressly authorized by, inter alia, C.R.S. § 24-65.1-101, et seq., and C.R.S. § 29-20-101, et seq. and any other express and implied powers delegated to Colorado counties under state or federal law.

105. Designated Matters of State Interest

The following designations are in effect as of the effective date of these Regulations and require a permit pursuant to these Regulations:

A. Site selection and construction of major new domestic water and sewage treatment systems and major extension of existing domestic water and sewage treatment systems ("Domestic Treatment Systems").

B. Efficient utilization of municipal and industrial water projects and extensions thereof ("Municipal and Industrial Water Projects").

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106. Permit Required to Conduct Designated Matters of State Interest

No person may engage in the construction or ~~operation~~ development of Domestic Treatment Systems or Municipal or Industrial Water Projects wholly or partially in Park County, whether on public or private land, without first obtaining a Permit or a Finding of No Significant Impact ("FONSI") under these Regulations.

107. Permit Authority Established

The Board ~~of County Commissioners of the County of Park ("Board")~~ is established as the Permit Authority for purposes of these Regulations.

108. Exemptions from Park County Regulations

Domestic Treatment Systems or Municipal or Industrial Water Projects ~~Activities~~ that are regulated pursuant to these Regulations are exempt from the following Park County Regulations:

A. Park County Regulations for 1041 Wildlife Habitat Areas, adopted by the Board on September 13, 1999, and the Park County Mineral Resource Area 1041, adopted by the Board in March 2020.

B. ~~Conditional Use~~Zoning and Use Regulations in Article V ~~Permit requirements established by Park County Land Use Regulations~~and Use and Development Standards in Article VII of the Park County Land Use Regulations ~~, Article V, Division 5~~.

109. Statutory Exemptions

Pursuant to C.R.S. § 24-65.1-107, these Regulations do not apply to any activity of state interest designated herein which meets any one of the following conditions *as of May 17, 1974*:

A. The activity was covered by a current building Permit issued by the County;

B. The activity had been approved by the electorate of the County; or

C. The activity is to be on land:

1. Which had been conditionally or finally approved by the County;

2. Which had been zoned by the County expressly for the use contemplated by such activity; or

3. With respect to which a development plan had been conditionally or finally approved by the County.

110. Interpretation with Other Local, State, and Federal Requirements

A. Whenever the Board finds that the provisions of these Regulations are inconsistent with any other resolution, ordinance, code, regulation, other enactment, or master plan of the County, the enactment imposing the more restrictive standards or requirements shall control.

B. If the Board finds that any portion of these Regulations conflict with the statutory criteria in C.R.S. §§ 24-65.1-202 and 204, the more restrictive standards or criteria shall control.

C. Other than activities that are expressly exempted as provided in Section 108 and 109, these Regulations do not exempt any activity from any other County or local, state, or federal requirements.

D. Nothing in these Regulations shall be construed as:

1. Enhancing or diminishing the rights of owners of property as provided by the Colorado Constitution or the Constitution of the United States;

2. Modifying or amending existing laws or court decrees ~~with respect~~pursuant to the determination and administration of water rights.

111. Definitions

The words and terms used in these Regulations shall have the meanings set forth below unless the context requires otherwise:

ADVERSE. Unfavorable, harmful, or negative.

APPLICANT. Any ~~individual, partnership, corporation, association, or other private or corporate body, including the federal government or federal entity, and includes the State of Colorado and any subdivision, instrumentality, or other corporation thereof~~Person, as defined herein, that submits an application for a Permit for a Project pursuant to these regulations.

AQUIFER RECHARGE AREA. Any area where surface water may infiltrate to a water-bearing stratum of permeable rock, sand or gravel. This definition includes wells used for the disposal of wastewater or toxic pollutants.

BOARD. The Board of County Commissioners of the County of Park.

COUNTY. The County of Park, Colorado.

DAY. A calendar day, which is the period from one midnight to the following midnight, unless otherwise specified in these Regulations.

DEVELOPMENT. Any construction or activity which changes the basic character or the use of the land on which the construction or activity occurs.

DOMESTIC TREATMENT SYSTEM. Site selection and construction of major new domestic water and sewage treatment systems and major extension of existing domestic water and sewage treatment systems.

DOMESTIC SEWAGE TREATMENT SYSTEM. A system, facility, or group of units and all components thereof with a design capacity of 2,000 gallons per day or more, or the equivalent thereof, used for the treatment of domestic sewage or for the reduction and handling of solids and gases removed from such wastes, whether or not the facility or group of units is discharging into state waters; and any facility or on-site wastewater treatment system, regardless of design capacity, that discharges directly into state waters.

DOMESTIC WATER TREATMENT SYSTEM. A system for the provision of water for human consumption either directly or by exchange through pipes, reservoirs, or other constructed conveyances, with a design capacity of 15 or more service connections for single family equivalent dwelling units or the equivalent thereof, and all related components of such system.

EFFICIENT UTILIZATION. The employment of methods, procedures, techniques, and controls to yield the greatest possible ~~environmental, aesthetic, ecological, domestic, agricultural, municipal, domestic, industrial, and recreational~~ benefits to the County, while promoting, where feasible and appropriate, the conservation of water and preserving water rights and water supply for future use and water demands of the County. Such benefits will include economic, social, aesthetic, ecological, agricultural, water supply, and recreational benefits.

FONSI. Finding of No Significant Impact pursuant to Article 2 of these Regulations.

IMPACT. Any significant alteration or significant change to the natural or human environment occurring in geographic areas within the County's jurisdiction resulting directly or indirectly from ~~activity or development~~the Project or cumulatively in combination with other past, present, and reasonably foreseeable future development.

IMPACT AREA. Those geographic areas within the County's jurisdiction, whether on public or private land, in which any impacts are likely to be caused by the Project.

INCLUDING. Including without limitation.

INDUSTRIAL WATER PROJECT. A system and all components and extensions thereof that provides water for industrial uses, including water used for such purposes as fabricating, processing, washing, diluting, cooling, or transporting a product; incorporating water into a product; for sanitation needs within the manufacturing facility; or snowmaking., ~~and including extensions thereof.~~

MAJOR EXTENSION OF AN EXISTING DOMESTIC WATER TREATMENT SYSTEM. The increase in or expansion of existing domestic water service capacity or storage

capacity with a design capacity of 15 or more service connections and all related components, or the equivalent thereof.

MAJOR EXTENSION OF AN EXISTING SEWAGE TREATMENT SYSTEM. An increase in existing water treatment service capacity or service capacity that either 1) discharges directly into state waters or 2) with a design capacity of 2,000 gallons per day or more, or the equivalent thereof.

MANAGER. The County Manager of the County of Park, or their designee.

MITIGATION. Steps, actions, measures, or activities that an Applicant may undertake to address known, anticipated, or reasonably foreseeable significant adverse impacts of the Project as identified in the application. The purpose of mitigation is to address significant impacts so that the Project will comply with the applicable Permit Approval Standards.

MONITORING PLAN. A plan that monitors the effectiveness of proposed mitigation that includes 1) proposed locations, frequency, and timing of monitoring; 2) the process for responding when established criteria are not met, established thresholds are exceeded, or mitigation is not effective; and 3) a process and ~~timing~~ time frame for reporting results and proposed responses to the County.

MUNICIPAL AND INDUSTRIAL WATER PROJECT. Municipal Water Projects, Industrial Water Projects, and extensions thereof.

MUNICIPAL WATER PROJECT. A system and all the components thereof through which a municipality derives its water supply from either surface or subsurface resources, or which otherwise serves a municipality, including extensions thereof.

PERMIT AUTHORITY. The Board of County Commissioners of the County of Park ("Board").

PERSON. Any individual, entity, partnership, corporation, association, company, municipality, or other public or corporate body of the federal government, or any political subdivision, agency, instrumentality, or corporation of the State of Colorado or the United States.

PROJECT. The construction and operation of a proposed activity for which a Permit is sought under these Regulations, including all ancillary structures, facilities, improvements, and activities, and all integrated components thereof.

SIGNIFICANT. Deserving to be considered, important, notable, worthy of consideration, and not trifling or trivial.

SIGNIFICANTLY DEGRADE. To lower in grade or desirability to a significant degree, as opposed to a trifling or trivial~~,~~ degree. "Cause significant degradation" has the same meaning.

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SIGNIFICANTLY DETERIORATE. To make inferior in quality or value to a significant degree, as opposed to a trifling or trivial~~,~~ degree. "Cause significant deterioration" has the same meaning.

WETLANDS. Those areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands may include wet meadows, shallow marshes, willow stands, wet forested areas associated with high groundwater or snowmelt, peatlands, fens, irrigated lands, and other areas along watercourses or where groundwater is near the ground surface. Wetlands that satisfy this definition are protected by these Regulations, whether or not they are subject to the jurisdiction of the U.S. Army Corps of Engineers under Section 404 of the Clean Water Act or the State of Colorado under the Colorado Dredge and Fill Control Regulation, 5 C.C.R. 1002-87.

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ARTICLE 2: STEPS IN PERMIT APPLICATION PROCESS

201. Permit or FONSI Required

A. Any person requesting to ~~conduct~~ develop a Domestic Treatment ~~Plant~~ System or a Municipal or Industrial Water Project wholly or partially within the County, whether on public or private land, must first obtain a Permit or a Finding of No Significant Impact from the Board.

B. A Project cannot be phased or segmented to avoid the requirements of these Regulations. All phases or elements of the Project must be part of the ~~permit~~ Permit application.

C. The County shall not issue a building permit for a Domestic Treatment System or a Municipal or Industrial Water Project until the County has issued a Permit for such activities.

202. Consultants to Assist in Review.

A. The Manager may engage technical or legal consultants to assist in reviewing pre-application materials, determining if the application is complete, reviewing and processing a complete application, and conducting the hearing.

B. The Applicant shall pay all costs of technical or legal consultants.

203. Pre-Application Conference

A. Before submitting an application for a Permit or a request for a Finding of No Significant Impact under these Regulations, the Applicant shall meet with the Manager, other staff, and any appropriate consultants in a Pre-Application Conference.

B. The purpose of the Pre-Application Conference is to allow the Applicant and the County to discuss the Project informally and to coordinate the County review process with other relevant agencies before a substantial commitment of time and money is made. Topics of discussion may include:

1. The location and nature of the Project.
2. Project impacts and potential mitigation.
3. The content and scope of application materials.
4. Request ~~for waivers of any~~to waive the requirement to submit any application materials in Article 3 that would not be relevant to whether the application complies with these Regulations.

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5. Any authorizations, permits, or other terms and conditions that state, ~~or~~ federal, or local agencies have or may impose.

6. Whether the Applicant may request, and is eligible for, a FONSI.

C. Before the Pre-Application Conference, the Applicant shall provide the Manager with a Pre-Application Fee and the following pre-application materials, to the extent available:

1. Pre-Application Fee of $5,000 pursuant to Subpart D herein.

2. The Applicant's name and contact information. If the Applicant is not the property owner, the name and contact information for the property owner or their representative.

3. Name and qualifications of the person(s) ~~responding~~ submitting the pre-application materials.

4. Description of the Project, including source of water ~~supply~~, areas and number of units or people to be served by the Project, and explanation of ~~why~~ existing ~~municipal~~ Municipal or ~~industrial~~ Industrial ~~water~~ Water ~~projects~~ Projects and/or ~~domestic~~ Domestic ~~treatment~~ Treatment ~~s~~Systems ~~-~~ that fulfill the same or similar function(s) as the Project~~cannot provide the services to be provided by the proposed Project~~.

5. Map prepared at an easily readable scale showing the location of the Project; the Impact Area; and natural and man-made features such as roads, streams, wetlands, floodplains, ~~and~~ existing structures in the Impact Area, and elevation contours of 10' at most.

6. Description and approximate location of proposed buildings, site improvements, and infrastructure.

7. Information that is sufficient for discussing the degree of adverse impacts associated with the Project.

8. Description of the alternatives that were considered for the Project and how the Project ~~is the alternative that best~~ complies with these Regulations ~~and is the least detrimental practicable alternative~~.

D. Pre-Application Fee.

1. The Applicant shall submit a Pre-Application Fee of $5,000 before the Pre-Application Conference.

2. The Manager will deposit the Pre-Application Fee in an interest-bearing account and shall use the account to pay costs of processing the application.

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3. The Manager will maintain accurate records of the manner in which the Pre-Application Fee is used during the Pre-application Conference and pre-application review and coordination with the Applicant and will provide such records and inform the Applicant of the remaining balance upon request.

4. The Pre-Application Fee shall cover the cost of processing a request for a Finding of No Significant Impact.

4. The Manager will apply any unused portion of the Pre-Application Fee toward the Application Fee in Section 302, or in the event the Applicant does not submit an application, the Manager will return the unused portion of the Pre-Application Fee to the Applicant upon request.

204. Finding of No Significant Impact (FONSI)

An Applicant may request that the Manager issue a Finding of No Significant Impact as part of, or after, the Pre-Application Conference and payment of the Pre-Application Fee. The Manager may issue a Finding of No Significant Impact (FONSI) for the Project in accordance with this Section if the Manager determines that the Project will satisfy FONSI criteria based on the Pre-Application Conference and any additional information requested by the Manager.

A. Criteria for FONSI.

1. The Manager may issue a FONSI if the Manager finds that the construction and operation of the proposed Project, in its proposed location and without mitigation, will satisfy the standards in Article 4 of these Regulations.

2. The Manager may impose conditions on the FONSI as necessary to ensure the construction or operation of the ~~activity~~ Project will satisfy the standards in Article 4.

3. If the Manager issues a FONSI, then the Applicant does not need to obtain a Permit under these Regulations.

4. A FONSI under these Regulations does not exempt a Project proponent from compliance with any applicable special use or conditional use requirements, building permits, or other County, state, or federal requirements.

B. Notice of Manager's FONSI Determination ~~of a FONSI~~.

1. ~~If the Manager issues a FONSI,~~ Tthe Manager shall notify the Applicant by US mail and email, and the Board and County Attorney by email, of its determination to issue or not to issue a FONSI, along with the rationale for ~~issuing a FONSI~~their decision.

2. If the Manager issues a FONSI, they shall publish notice of the FONSI once in a County newspaper of general circulation not more than 1~~40 working~~ days

before the effective date of the determination. The notice shall describe the Project and the rationale for issuing such FONSI.

C. Call-up of a FONSI Issuance.

1. Within ~~twenty (20)~~28 ~~working~~ days after publication of the Manager's FONSI decision, the Board may decide at a regular or special meeting that it wishes to reconsider the FONSI.

2. If the Board chooses to reconsider the FONSI, it shall do so at the next ~~regularly scheduled~~ meeting of the Board for which it can accomplish proper notice.

3. At the reconsideration meeting, the Board will take into account the criteria for a FONSI and the Manager's rationale for such FONSI, and may, in its own discretion, confirm or set aside the Manager's FONSI.

D. Effective Date of FONSI. The FONSI will be effective within ~~10~~ 14 ~~working~~ days of publication of the Manager's FONSI decision, unless the Board decides to call up the FONSI decision. If the Board confirms the Manager's FONSI, the FONSI will be effective within ~~10~~ 14 ~~working~~ days of the Board's decision to do so.

E. Permit Required if No FONSI. If the Manager or Board determines that a FONSI is not appropriate, the Applicant must obtain a Permit under these Regulations.

F. Notice of Initiation of Project Construction. If a FONSI is issued, the Applicant shall notify the County and the public of the date that Project construction will begin as follows.

1. The Applicant shall notify the Manager by mail or email at least 30 days before initiating Project construction.

2. The Applicant shall publish, or shall cause the County to publish, notice in a newspaper of general circulation in the County at least ~~15~~ 14 days before initiating Project construction.

3. The Applicant will post a sign at all access points to the site of the Project ~~and~~ that includes a description of where additional information may be obtained about the Project at least ~~15~~ 14 days before initiating Project construction.

205. Permit Application Submittal

A. ~~At any time~~Within 24 months following the Pre-Application Conference, the Applicant shall submit to the Manager an application for a Permit that includes the application materials that are identified in Article 3, including the Application Fee.

B. If the Manager does not receive an application within 24 months of the Pre-Application Conference, the Manager shall refund any unused portion of the Pre-Application Fee, and the Applicant must request another Pre-Application Meeting.

The Applicant may submit a written request detailing the need for an extension, and the Manager may grant such request in their sole discretion.

207. Completeness Determination on Permit Application

A. The application is not final, and the County will issue no deadlines for application review, notices, or hearings, until the Manager has determined that the application is complete ("Completeness Determination").

B. The Manager will determine whether the application is complete based on whether the materials submitted as part of the application are responsive to the application material requirements in Article 3, including whether the Applicant has paid the Application Fee.

1. If the application is not complete, the Manager will inform the Applicant in writing of the deficiencies ~~in writing~~ and will ~~describe the timeframe~~set a deadline in which the Applicant ~~will~~ must correct the deficiencies.

   a. The Manager shall establish a deadline of at least 28 days by which the Applicant must correct deficiencies. An Applicant may request an alternate deadline, and the Manager shall determine the appropriate deadline in their sole discretion.

   b. If the Applicant fails to correct the deficiencies ~~within~~ before the stated ~~timeframe~~deadline, the Manager will consider the application withdrawn unless the Manager determines that additional time is appropriate.

   c. The Manager will take no further action on the application until the deficiencies are remedied.

2. If the application is complete, the Manager will date-stamp the application with the ~~time and~~ date of the completeness determination and notify the Applicant in writing that the application is complete. The Manager's determination that the application is complete starts the time for application review, setting the hearing date, noticing the hearing, and holding the hearing.

3. The Completeness Determination does not constitute the approval or conditional approval of the Project or any other opinion of the Manager about the application.

208. Board Hearing Scheduled and Notice Published

A. Not later than 30 days after the Manager deems the application complete, the Manager shall set and publish notice of the date, time, and place for a public hearing on said application.

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B. The Manager shall publish a notice of the hearing once in the County legal newspaper of record not less than 30 calendar days nor more than 60 calendar days before the date set for the hearing.

C. The notice shall include:

1. The time and place of the hearing.
2. The telephone number or email address where inquiries may be submitted.
3. A short description of the Project, including the location, legal description, and area/size.
4. A short description of the proposed action to be considered by the Board at the hearing.

209. Referral of Application

At any time during the Permit process, the Manager may refer the application to any other local, state, or federal agencies that have expertise pertaining to or jurisdiction over the Project along with a deadline for offering comments.

210. Staff Report

A. The Manager shall prepare a staff report that summarizes the application and comments from consultants, legal counsel, referral agencies, if any, and the public.

B. The staff report shall identify any Permit Approval Standards that the Manager believes the Applicant has not satisfied. The Manager may recommend conditions to address any standard that the Applicant has not been satisfied.

C. The Manager shall provide a copy of the staff report to the Board, the Applicant, and to the public upon request.

211. Board Public Hearing and Permit Decision

A. At the public hearing, the Board will hear testimony and admit evidence which shall comprise the ~~hearing~~ Hearing ~~record~~Record, including:

1. Permit application.
2. Staff testimony, staff report, and recommendations.
3. Applicant testimony.
4. Public testimony.
5. Documents and comments on the Project received prior to the date of the hearing.

B. At the close of the public hearing, the Board shall approve, conditionally approve, or deny the application. The burden of proof is on the Applicant to demonstrate that the Project complies with these Regulations. The Board's decision shall be based on the information on the Hearing Record.

1. The Board may approve the application if it finds that the Applicant has demonstrated that the Project will comply with each Permit Approval Standard in Article 4 of these Regulations.

2. The Board shall deny the application if the Board finds that the Project does not comply with any one of the Permit Approval Standards in Article 4 of these Regulations.

3. In lieu of denial, the Board may approve the application with conditions if the Board finds that such conditions are necessary ~~for the Board~~ to find that the application complies with each Permit Approval Standard.

212. Form of Board Decision.

The Board's decision shall be made by resolution and shall state the reasons for its decision and its findings. A copy of the resolution shall be recorded in the Office of the County Clerk and Recorder. The County shall transmit a copy of the resolution to the Applicant with contact information provided in the application or as such contact information may be updated.

213. Hearing Record.

The Hearing Record shall include the following:

A. The application.

B. Staff Report.

C. Any written statements or documents submitted by any ~~person~~ Person commenting on the application.

D. Any County recording and transcript of the hearing.

E. Written minutes of the Board hearing.

F. The resolution of the Board granting, conditionally granting, or denying the application.

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ARTICLE 3: APPLICATION MATERIALS

301. Application Materials Generally.

A. All Materials Required Unless Waived.

1. Request for Waiver. Prior to submittal of the application, an Applicant may submit a written request to the Manager for a waiver of the requirement to submit any of the following application materials.

2. Waiver May be Granted. The Manager may grant a request for a waiver of the requirement to submit ~~of~~ any application material(s) if the Manager determines in ~~its~~ their sole discretion that, because of the scope, location, scale, or intensity of the Project, the material is not relevant to a determination as to whether the application satisfies the Permit Approval Standards in Article 4 of these Regulations.

B. Materials Submitted to State or Federal Agencies. The Applicant may submit materials that have been prepared for state, ~~or~~ federal, or local agencies to satisfy, in whole or in part, corresponding County application requirements. If such other materials are submitted, the application must identify with specificity the ~~section~~ portion of ~~the other~~such materials that are relevant to the required County application material for which it is submitted.

C. References to Other Permits or Agreements. An Applicant may provide an Intergovernmental Agreement, requirements or conditions in another Permit, or other outside materials as evidence that the Project complies with the Permit Approval Standards in Article 4 of these Regulations.

D. Scope of Application Materials. Unless otherwise stated, application materials should address both the construction and operation of the Project.

302. Application Fee.

A. Application Fee Required. An Applicant shall submit the Application Fee of $50,000 in certified funds as part of the application. The Manager may reduce this Application Fee if the Manager determines in their sole discretion that, because of the scope, location, scale, or intensity of the Project, a lower fee amount will reasonably cover all County costs of processing the application.

B. Pre-Application Fee Balance Deducted. Any unspent Pre-Application Fee amount may be applied toward the Application Fee~~, and the $50,000 Application Fee may be reduced so that the Pre-Application Fee balance and Application Fee, together, total $50,000~~.

C. Management of Application Fee.

1. The Manager ~~will~~ shall deposit the Application Fee in an interest-bearing account and shall use the account to pay costs of processing the application.

2. The Manager ~~will~~ shall maintain accurate records of how the Application Fee is used and will make such records available for inspection by the Applicant and the public at reasonable times as determined by the County.

3. If the balance of the Application Fee falls below $10,000, the Manager shall notify the Applicant, and the Applicant shall deposit the amount necessary to retain a balance of at least $25,000 unless the Manager determines reduced amounts are appropriate.

4. Interest earned on the Application Fee account will belong to the Applicant. The County will apply interest toward the costs of processing the application or refund any unspent interest.

5. ~~Any~~ The County shall reimburse to the Applicant any portion of the Application Fee or any interest earned on such Fee that is not necessary to cover the cost of processing the application ~~will be reimbursed to the Applicant~~.

E. No Action Until Fees Paid.

1. The Manager will not deem the application complete until the Application Fee is paid.

2. The Board will take no action on the application until the Applicant pays all fees and expenses related to processing the application.

302. Applicant Information

A. The names, addresses, organizational form, and business of the Applicant and, if different, the owner of the Project.

B. The names, addresses, and qualifications of individuals who are or will be responsible for constructing and operating the Project.

C. Authorization of the application submittal by the Project owner, if different than the Applicant.

303. Project Information

A. Detailed plans and schedules for designing, permitting, constructing, and operating the Project, including the estimated life of the Project.

B. Location of and schematic engineering design drawings for the Project, including all collection, treatment, or distribution systems, and other physical components of the Project.

~~C. Location of and engineering design drawings for treatment facilities and components.~~

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~~D~~C. For any municipal or industrial water project, description of the operational regime for the Project, including the rate and amount of water estimated to be stored, pumped, diverted, and/or released by the Project ~~during each month~~generally and at peak times. This description should include changes to the operational regime of existing collection, treatment, or distribution systems that ~~are related to the Project~~would impact Project operations in Park County.

~~E~~D. For Domestic Treatment ~~Facilities~~Systems, a description of the type of treatment proposed ~~operational regime~~ including the source of the water for treatment purposes and timing of proposed discharges.

~~F~~E. For Projects that will serve water to the County, a map and description of the proposed service area, system capacity, treatment methods and technologies, proposed budget, service plan and service area of the system.

304. Property Rights, Permits, and Other Approvals

A. A list and copies of all federal, state, and local permits and approvals that have been or will be required for the Project and any proposal for coordinating these processes with the County permitting process.

B. Description of the Applicant's right to use the water associated with the Project, including adjudicated decrees, applications for decrees, and judicially-decreed augmentation plans.

C. Copies of all official federal and state consultation ~~with federal and state agencies~~ prepared for the Project.

~~C~~D. Description of mitigation or permit conditions imposed by federal or state authorities.

~~D~~E. Copies of any draft or final environmental assessments or impact statement required for the Project.

~~E~~F. Description ~~and documentation~~ of property rights, easements, and rights-of-way agreements that are necessary for the Project and the status for obtaining the same.

305. Technical and Financial Feasibility

A description of the technical and financial feasibility of the Project, including:

A. The estimated construction costs and period of construction for each phase or component of the Project

B. The estimated mitigation costs for the Project.

C. A description of the persons or entity(ies) who will pay for or use the Project and/or services produced by the Project.

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D. For Projects that will serve water to the County, details of any contract or agreement to serve water.

E. For Projects that will serve water outside the County, a description of the area to be served and a description of the contracts or agreements with entities to serve water to the extent useful to determine financial feasibility.

F. Documentation of financial and technical capabilities of the ~~person(s) and/or entity(ies)~~Person proposing the Project in order to demonstrate that the Project will be completed in a reasonable length of time and will comply with County requirements.

306. Surface Water Quality and Quantity Assessment

A. Baseline. Map and description of surface waters in the Impact Area sufficient to establish a baseline against which to evaluate Project impacts and ensure the adequacy of proposed monitoring and mitigation, including:

1. Streamflow rates and reservoir levels for average, wet, and dry years and a rationale for the appropriateness of the representative year types and period of record.

2. ~~Flushing~~ Timing, duration, frequency, and amounts of flushing flow and channel maintenance flows ~~rates and the frequency at which those flows are attained~~.

3. Any target flows for agricultural, ecological, municipal, domestic, industrial, and recreational uses and current ability of the affected stream segments to meet target flows, as may be available in local plans.

4. Existing or proposed instream flow water rights affected by the Project.

5. Gold medal and quality waters, as designated by Colorado Parks and Wildlife (CPW), or other waters receiving special designation in Park County.

6. Current Water Quality Control Commission use classifications and designations and surface water quality data collected during three recent, representative, and successive years or as is sufficient to evaluate Project impacts and ensure the adequacy of proposed monitoring and mitigation.

7. An assessment of whether the Project is consistent with Colorado's Water Plan and the South Platte Basin Implementation Plan, or comparable plans as the names may be revised.

B. Impact Assessment. Assessment of adverse impacts of the Project to surface water quantity and quality in the Impact Area in average, wet, and dry years, including:

1. Changes in the timing, duration, frequency, and amounts ~~timing of and amount~~ of flows necessary for existing and projected agricultural, ecological, municipal, domestic, industrial, and recreational uses.

2. Point source and nonpoint source pollutant loads.

3. Patterns of water circulation; temperature; substrate conditions ~~of the substrate~~; extent and persistence of suspended particulates; and clarity, odor, color, or taste of water.

4. Applicable Water Quality Control Commission narrative and numeric water quality standards.

5. Stream segments and waterbodies that are impaired, including any segments listed on the Colorado Department of Public Health and Environment's List of Impaired Waters or Monitoring and Evaluation List (5 CCR 1002-93).

6. Sediment loading to waterbodies.

7. Trophic status and eutrophication rates in lakes and reservoirs.

8. Timing, duration, frequency, and amounts of f~~F~~lushing flows and channel maintenance flows.

C. Mitigation and Monitoring Plan. A plan for mitigating any identified adverse impacts to surface water quantity and quality, and a Monitoring Plan.

307. Groundwater Assessment

A. Baseline. Map and description of groundwater resources and existing conditions of groundwater that may be affected by the Project, sufficient to establish a baseline against which to evaluate Project impacts and ensure the adequacy of proposed monitoring and mitigation. The baseline should include water quality, soil permeability characteristics, aquifer recharge rates, groundwater levels, and a description of other groundwater users in the Impact Area.

B. Impact Assessment. Assessment of adverse impacts of the Project to groundwater levels and water quality and how such changes would impact other users of aquifers.

C. Mitigation and Monitoring Plan. A plan for mitigating any identified adverse impacts to groundwater levels and water quality, and a Monitoring Plan.

308. Floodplains, Wetlands, and Riparian Areas Assessment

A. Baseline. Map and description of all floodplains, wetlands, and riparian areas in the Impact Area sufficient to establish a baseline against which to evaluate Project impacts. The baseline should identify the present structural and functional values of

wetlands and riparian areas, including aquatic and riparian species composition, diversity, biomass, productivity, filtering, and nutrient uptake capacities.

B. Impact Assessment. Assessment of adverse impacts of the Project to floodplains, wetlands, and riparian areas.

C. Monitoring and Mitigation Plan. A plan for mitigating any identified adverse impacts to floodplains, wetlands, and riparian areas, and a Monitoring Plan.

309. Wildlife and Wildlife Habitat Assessment

A. Consultation with CPW. The Applicant shall consult with Colorado Parks and Wildlife ("CPW") in developing the Wildlife and Wildlife Habitat Impact Assessment required by this Section and shall provide documentation of such consultation.

B. Baseline. Map(s) and description of existing wildlife and wildlife habitat in the Impact Area sufficient to establish a baseline against which to evaluate Project impacts and ensure the adequacy of proposed monitoring and mitigation, including:

1. The status and relative importance of ~~different~~ each wildlife species.
2. Any species listed as threatened or endangered under the Endangered Species Act or listed by CPW as State Threatened or Endangered, Species of Special Concern, or Species of Greatest Conservation Need.
3. Critical wildlife habitat including migration corridors, calving areas (production areas), summer and winter range, mating grounds, nesting grounds, nest sites, aquatic species habitats, U.S. Fish and Wildlife Service Critical Habitat, and endangered species habitat.
4. Movement patterns and migration corridors.

C. Impact Assessment. Assessment of adverse impacts of the Project to wildlife and wildlife habitat.

D. Mitigation and Monitoring Plan. A plan for mitigating any identified adverse impacts to wildlife and wildlife habitat, and a Monitoring Plan.

310. Terrestrial Plant ~~Life~~ Assessment and Revegetation/Weed Management

A. Baseline. Map(s) and description of existing plant life in the Impact Area, including the type, density, and threatened or endangered status of plant species and maps and description of areas of the site that the Project will disturb sufficient to establish a baseline against which to evaluate Project impacts and ensure the adequacy of proposed monitoring and mitigation.

B. Impact Assessment.

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1. Assessment of adverse impacts of the Project to terrestrial plant life in the Impact Area, including changes in advancement or succession of threatened or endangered species and desirable and less desirable plant species, including noxious weeds.

2. An assessment of Project-related surface disturbances and operations that may impact vegetation and weed propagation.

C. Mitigation and Monitoring Plan.

1. A plan for mitigating any identified adverse impacts to terrestrial plant life, and a Monitoring Plan.

2. A plan for weed management that includes ongoing weed control at all locations disturbed by the Project and along access roads.

3. A plan for revegetating disturbed areas and managing weeds, and a Monitoring Plan. Revegetation provisions that include:

a. Limiting disturbance of existing vegetation to no more than thirty (30) calendar days prior to commencement of initial site disturbance.

b. Providing for revegetation of areas that have been filled, covered, graded or otherwise disturbed as soon as practicable.

c. Requiring site-specific native seed mix or other seeds agreed to by the County

d. Demonstrating how topsoil from disturbed areas will be stockpiled on-site for redistribution over the completed final grade. Stockpiling will conform to best management practices and ensures that soil organisms in stockpiled soil remain viable until completion of the redistribution process.

~~**311. Revegetation and Weed Management Assessment**~~

~~A. Baseline. Description of the species, character, and density of existing vegetation on the site and within the Impact Area sufficient to establish a baseline against which to evaluate Project impacts and ensure the adequacy of proposed monitoring and mitigation.~~

~~B. Impacts. An assessment of Project-related surface disturbances and operations that may impact vegetation and weed propagation.~~

~~C. Mitigation and Monitoring Plan. A plan for revegetating disturbed areas and managing weeds, and a Monitoring Plan. The Plan should include:~~

~~1. Revegetation provisions that include:~~

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~~a. Limiting disturbance of existing vegetation to no more than thirty (30) calendar days prior to commencement of initial site disturbance.~~

~~b. Providing for revegetation of areas that have been filled, covered, graded or otherwise disturbed as soon as practicable.~~

~~c. Requiring site-specific native seed mix or other seeds agreed to by the County~~

~~d. Demonstrating how topsoil from disturbed areas will be stockpiled on-site for redistribution over the completed final grade. Stockpiling will conform to best management practices and ensures that soil organisms in stockpiled soil remain viable until completion of the redistribution process.~~

~~2. A plan for weed management that includes ongoing weed control at all locations disturbed by the Project and along access roads.~~

~~312~~311. Stormwater Management Plan

A plan for detaining stormwater run-off on site during construction and operation of the Project. The applicant may submit a copy of the Colorado Water Quality Control Division Stormwater Permit and *Stormwater Management Plan* to meet this requirement. If unavailable upon application submission, the Manager may defer this application material and recommend the Board adopt the application material as a condition of the Permit.

~~313~~312. Erosion and Sediment Control Plan

A plan for grading, erosion, and sediment control for the Project~~, including~~ that includes the following. If unavailable upon application submission, the Manager may defer this application material and recommend the Board adopt the application material as a condition of the Permit.~~:~~

A. A map and description of areas of soil disturbance and cut and fill and a map depicting existing (solid lines) and proposed (dashed lines) contours at two-foot intervals or other contour intervals approved by the Manager.

B. Narrative description and scaled drawings of specific erosion and sediment control measures, including approximate locations of drainage facilities and drainage patterns on-site and in the Impact Area; and wetlands or other water bodies receiving storm runoff from the site. Typical erosion control measures should be depicted using standard map symbols.

C. Construction schedule, indicating the anticipated starting and completion time periods of the site grading and/or construction phases including grading, the installation and removal of erosion and sediment control measures, and the estimated duration of exposure of each area prior to the completion of temporary

erosion and sediment control measures. This shall include the expected date on which final stabilization will have been completed.

D. Estimated total cost of the required temporary soil erosion and sediment control measures, to determine performance guarantees for the proposed plan.

E. Calculations made for determining rainfall runoff and sizing of any sediment basins, diversions, conveyance, or detention/retention facilities.

~~314~~313. Air Quality Assessment

A. Baseline. Description of current air quality conditions in the Impact Area sufficient to evaluate Project impacts and ensure the adequacy of proposed monitoring and mitigation, including ambient air quality, visibility, and state air quality standards of the airsheds to be affected by the Project.

B. Impact Assessment. Assessment of adverse impacts of the Project to air quality and visibility under both average and worst-case conditions.

C. Monitoring and Mitigation Plan. A plan for mitigating any identified adverse impacts to air quality and a Monitoring Plan.

~~315~~314. Visual Quality Assessment

A. Baseline. A map and description of ~~all~~ key scenic resources in the Impact Area, including scenic vistas and viewsheds, ~~travel routes~~designated scenic byways, public areas, and recreational facilities and trails~~, and areas that would have views of the Project~~.

B. Impact Assessment. Assessment of adverse impacts of the Project to the visual quality of key scenic resources in the Impact Area.

C. Mitigation Plan. A plan for mitigating adverse impacts to visual quality of key scenic resources.

~~316~~315. Soils, Geology, and Natural Hazards Assessment

A. Baseline. A map and description of the soils, geologic conditions, and natural hazards that will affect the Project or will be affected by the Project, including topography, soil morphology, soil productivity, natural drainage, avalanche areas, rockslide areas, landslide/earthflow area, mud flows and debris fans, unstable and potentially unstable slopes, special seismic considerations, areas of high radioactivity, subsidence areas, expansive soils and rock, soil erosion potential, and wildfire hazard areas.

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B. Impact Assessment. Assessment of the adverse impacts of the Project to soils, geologic conditions, and natural hazards; and risks to the Project from geologic conditions and natural hazards.

C. Mitigation and Monitoring Plan. A plan for mitigating any identified adverse impacts to soils and geologic conditions within the Impact Area, a plan for mitigating the risk of natural hazards to the Project, and a Monitoring Plan.

~~317~~316. Land Use Patterns Assessment

A. Baseline.

1. An assessment of existing land uses in the Impact Area sufficient to establish a baseline against which to evaluate Project impacts and ensure the adequacy of proposed mitigation.

2. Description of the County Strategic Master Plan and other relevant land use plans adopted by the County, municipalities, and state or federal land managers, and an assessment of whether the Project will comply with those provisions.

~~3.~~ ~~An assessment of whether the Project is consistent with Colorado's Water Plan and the South Platte Basin Implementation Plan, or comparable plans as the names may be revised.~~

B. Impact Assessment. Assessment of the adverse impacts of the Project to land use patterns in the Impact Area.

C. Mitigation Plan. A plan for mitigating any identified adverse impacts to County land use patterns.

~~318~~317. Housing Assessment

A. Baseline. A description of the workforce associated with the Project, including resident and nonresident workers and associated salary ranges.

B. Impact Assessment. Assessment of the adverse impacts of the Project on overall housing availability, including whether there are sufficient numbers of dwelling units at an appropriate cost to house workers, and an assessment of the potential to displace existing residents.

C. Mitigation Plan. A plan for mitigating any identified adverse impacts to housing in the County.

~~319~~318. Nuisance Assessment

A. Impact Assessment. An assessment of noise, glare, dust, fumes, vibration, and odor predicted to be caused by construction or operation of the Project.

B. Mitigation and Monitoring Plan. A plan for mitigating any identified nuisances caused by construction or operation of the Project and a Monitoring Plan that addresses each nuisance.

~~320~~319. Public Services and Facilities Assessment

A. Baseline. A description of the existing public services and facilities impacted by the Project sufficient to establish a baseline against which to evaluate Project impacts and ensure the adequacy of proposed mitigation, including emergency services, law enforcement, roads, water and wastewater treatment, water supply, infrastructure, and other services necessary to accommodate the Project.

B. Impact Assessment. Assessment of the adverse impacts of the Project on public services and facilities in the Impact Area.

C. Mitigation Plan. A plan for mitigating any identified ~~the~~ adverse impacts to public services and facilities.

~~321~~320. Development and Population Demands

For Projects that will serve water to the County, an assessment of whether the Project is necessary to meet projected community development and population demands in the area to be served by the Project and an assessment of the area's existing financial and environmental capability to sustain growth and development from the Project.

~~322~~321. Existing Domestic Water and Sewage Treatment Systems and Municipal and Industrial Water Projects in the County

For Projects that will serve the County, ~~An~~ an assessment of whether the Project will result in the proper utilization of existing and proposed facilities and systems, including those that perform the same or related function as the Project, including:

A. Map and description of existing Domestic Water and Sewage Treatment Systems and Municipal and Industrial Water Projects that are in the area to be served by the Project, including their capacity and existing service levels and reasons for and against ~~hooking on~~connecting to those facilities.

B. If the Project is a replacement or expansion of an existing system serving the County, explanation of the necessity of replacement or expansion.

C. Map and description of water and/or management agencies in the area to be served by the Project and reasons for and against consolidation with those agencies.

~~323~~322. Efficient Utilization of Project.

A description of water conservation and efficiency techniques that the Project will utilize, including water use, recycling, and reuse technology that will be deployed.

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~~324~~323. Road Improvements and Maintenance Plan

In addition to access or road use permits that may be required from the County, a plan for improvements and maintenance of County roads and County rights-of-way, infrastructure, or facilities necessitated by the construction and operation of the Project which includes the following. The plan may be preliminary and should identify a proposed process for finalizing the plan and notifying the County. ~~, including:~~

A. Description of necessary upgrades and ongoing maintenance practices on proposed construction routes, including whether the applicant or the County will conduct such upgrades and maintenance. Maintenance practices may include dust suppression, snow and ice management, grading, and any pothole patching, repaving, crack sealing, or chip sealing necessary to maintain an adequate surface.

B. Description of necessary upgrades or ongoing maintenance ~~practices~~ for any County rights-of-way, drainage structures, stormwater infrastructure, or other County infrastructure or facilities impacted by the Project, including whether the applicant or the County will conduct such upgrades and maintenance.

C. Estimated costs of ongoing maintenance and repair and of any necessary improvements required in order for the Project to proceed ~~and of ongoing maintenance and repair~~.

~~325~~324. Traffic Assessment

A. Baseline. Description of the existing traffic conditions of all road segments in the Impact Area that the Applicant has identified as construction routes or permanent access routes for the Project, sufficient to form a baseline against which to evaluate Project impacts and ensure the adequacy of proposed mitigation, including trips generated by vehicle type on average and at peak times and the existing level of service for those road segments.

B. Impact Assessment. Assessment of the adverse impacts of the Project on existing traffic conditions of all road segments in the Impact Area that the Applicant has identified as construction routes or permanent access routes for the Project.

C. Mitigation Plan. A plan for mitigating any identified ~~the~~ adverse impacts associated with traffic conditions of all road segments in the Impact Area that the Applicant has identified as construction routes or permanent access routes for the Project.

~~326~~325. Emergency Preparedness and Response Plan

A plan that addresses preparedness and response for emergency events such as explosions, fires, toxic emissions, transportation of hazardous materials, and vehicle accidents or spills. The plan shall include proof of adequate personnel, supplies, and funding to implement the

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Plan. The plan may be preliminary and should identify a proposed process for finalizing the plan and notifying the County.

~~327~~326. Hazardous Materials Management Plan

A management plan for the use, storage, transport, disturbance of, or production of hazardous materials that includes:

A. Description of all hazardous, toxic, and explosive substances to be used, stored, transported, disturbed or produced in connection with the Project, including type, amount, and location of such substances; the Material Safety Data Sheet (MSDS); ~~type and amount of such substances, their location, and~~ the practices and procedures to be implemented to avoid accidental release and exposure;~~,~~ and any foreseeable impacts to the environment of such substances.

B. Location of storage areas designated for equipment, fuel, lubricants, chemical and waste storage with an explanation of spill containment measures.

C. Measures, procedures, and protocols for spill prevention, storage, and containment.

D. Measures, procedures, and protocols for reporting spills and storage to County, state, and federal officials.

E. Measures, procedures, and protocols for clean-up and contingency and description of the financial security for these provisions.

F. If the plan is preliminary, discuss the proposed process for finalizing the plan and notifying the County.

~~328~~327. Economic Assessment

A. Baseline. Description of the economic conditions of the County and communities in the Impact Area, sufficient to establish a baseline against which to evaluate the economic impacts of the Project and ensure the adequacy of proposed mitigation, including existing revenues generated by the different economic sectors and the value, use, or productivity of different lands.

B. Impact Assessment. Assessment of adverse impacts of the Project on the economy of the County and communities in the Impact Area that includes:

1. Changes to projected revenues generated from each economic sector.
2. Changes to employment characteristics.
3. Changes in the value or productivity of any lands.
4. Changes in opportunities for economic diversification.

C. Mitigation Plan. A plan for mitigating any identified adverse impacts to the economy of the County and communities in the Impact Area.

~~329~~328. Agriculture and Grazing Assessment

A. Baseline.

1. A description of agricultural lands, operations, and grazing on public and private lands in the Impact Area.

2. An assessment of the existing and potential ~~direct and indirect~~ County revenues and other economic benefits derived from such agricultural lands, operations, and grazing in the Impact Area sufficient to establish a baseline against which to evaluate the Project impacts and ensure the adequacy of proposed mitigation.

B. Impact Assessment. Assessment of the adverse impacts of the Project on agricultural resources and economic benefits derived from such resources in the Impact Area.

C. Mitigation Plan. A plan for mitigating any identified ~~the~~ adverse impacts of the Project on agricultural resources and County revenues derived from such uses in the Impact Area.

~~330~~329. Recreation and Tourism Assessment

A. Baseline. A map and description of the ~~present and potential~~ recreational and tourism uses on both public and private land in the Impact Area including visitor days and revenues sufficient to establish a baseline against which to evaluate the Project impacts and ensure the adequacy of proposed mitigation.

B. Impact Assessment. Assessment of the adverse impacts of the Project on recreation and tourism and County revenues derived from such uses.

C. Mitigation Plan. A plan for mitigating any identified ~~the~~ adverse impacts of the Project on recreation and tourism and County revenues derived from such uses.

~~331~~330. Assessment of areas of ~~geological~~historical, paleontological, ~~ecological and/~~or archeological significance.

A. Baseline. A map and description of all areas historical, paleontological, or archeological ~~of geological, paleontological, ecological and/or archeological~~ significance in the Impact Area, sufficient to establish a baseline against which to evaluate the Project impacts and ensure the adequacy of proposed mitigation.

B. Impact Assessment. Assessment of the adverse impacts of the Project on areas of historical, paleontological, or archeological ~~geological, paleontological, ecological, and/or archeological~~ significance in the Impact Area.

C. Mitigation Plan. A plan for mitigating any identified ~~the~~ adverse impacts of the Project on areas of historical, paleontological, or archeological ~~geological, paleontological, ecological, and/or archeological~~ significance in the Impact Area.

~~332~~331. Alternatives Analysis

A description of the alternatives in the County considered for the Project and how the Project is the practicable alternative that ~~best complies with these Regulations and is the~~has the least ~~detrimental~~ adverse impact ~~practicable alternative~~to the County.

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ARTICLE 4: PERMIT APPROVAL STANDARDS

401. General Considerations

~~A. The Board may approve the application if it finds that the application complies with each standard herein, including by adopting conditions of approval. The Board shall deny the application if the Board finds that the application does not comply with any one of the standards herein.~~

~~B.~~ The burden of proof is on the Applicant to demonstrate that the ~~proposed activity~~Project complies with these standards.

~~C. In determining whether the proposed activity complies with each standard, the Board shall take into consideration:~~

~~1. The construction and operation of the Project~~

~~2. The direct, indirect, and cumulative impacts of the Project.~~In making its determination as to whether the Applicant has demonstrated that the Project complies with these standards, the Board shall consider all evidence on the Hearing Record, including the application materials which include proposed mitigation and monitoring.

402. Necessary Property Rights, Permits, and Approvals

The Applicant has obtained or will obtain all property rights, permits, and approvals necessary for the Project. If the Applicant has not obtained all necessary property rights, permits and approvals, the Board may, at its discretion, require the Applicant to obtain all property rights, permits, and approvals necessary for the Project as a condition of the Permit or may defer approving the application until the outstanding property rights, permits, and approvals are obtained.

403. Technical and Financial Feasibility

The Project is technically and financially feasible.

404. Impairment of Property Rights

The Project will not have a significant adverse impact on private property rights in the County.

405. Surface Water Quality and Quantity

A. The Project will not significantly degrade flows, hydrology, water quality, and the capacity or functioning of streams, lakes, or reservoirs within the Impact Area. This determination shall include the following considerations:

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1. Preservation of the current existing agricultural, ecological, municipal, domestic, industrial, and recreational users to access water supplies and maintenance of adequate water quality to continue such uses.
2. Changes to the natural hydrograph in average, dry, and wet years.
3. Sediment loading to waterbodies.
4. Stream channel or shoreline stability.
5. Flushing and channel maintenance flows.
6. Changes in concentrations of pollutants over baseline conditions.
7. Changes in total suspended solid concentrations.
8. Changes to stream sedimentation, channelization, and geomorphology will be minimized unless implemented to improve aquatic habitat and water quality conditions

B. The Project will not cause significant deterioration of aquatic life or aquatic habitat within the Impact Area.

C. Urban development, population densities, and site layout and design of storm water and sanitation systems associated with the Project shall be accomplished in a manner that will prevent the pollution of aquifer recharge areas within the Impact Area.

406. Groundwater

The Project will not significantly degrade groundwater quality within the Impact Area, including ~~by ensuring that~~ aquifer recharge rates, groundwater levels, and aquifer capacity~~, will not be significantly degraded~~ and that the Project will not reduce the capacity, function, and quality of wells ~~affected by the Project~~ within the Impact Area~~will not be reduced~~.

407. Floodplains, Wetlands, and Riparian Areas

The Project will not significantly deteriorate floodplains, wetlands, and riparian areas in the Impact Area, including ~~significant deterioration of~~:

A. Structure and function of wetlands and unique, rare, delicate, or irreplaceable riparian areas, vegetation, forests, or woodlands.

B. Filtering and nutrient uptake capacities of wetlands and riparian areas.

C. Aerial extent of wetlands and evolution of wetland species to upland species.

408. Wildlife and Wildlife Habitat

The Project will not significantly deteriorate wildlife, wildlife habitat, or wildlife movement patterns in the Impact Area.

409. Terrestrial Plants

The Project will not significantly deteriorate terrestrial plants in the Impact Area.

~~412~~0. Revegetation and Weed Management

Areas disturbed by Project will be revegetated and maintained in conformance with the ~~approved~~ *Revegetation and Weed Management Plan,* and the Project will not result in the intrusion of noxious weeds or other invasive species.

~~410~~411. Stormwater Management

Run-off shall be ~~detained on site~~managed in accordance with the *Stormwater Management Plan* in order to minimize adverse impacts to water quality in the Impact Area. If applicable, the Applicant shall obtain a Stormwater Discharge Permit from the Colorado Department of Public Health and Environment, Water Quality Control Division.

~~411~~412. Erosion and Sediment Control

Erosion and sedimentation control measures will be implemented in conformance with the ~~approved~~ *Erosion and Sediment Control Plan* to prevent erosion and sediment runoff and ensure that disturbed areas and soil stockpiles are stabilized within the Impact Area.

~~**412. Revegetation and Weed Management**~~

~~Areas disturbed by Project will be revegetated and maintained in conformance with the approved *Revegetation and Weed Management Plan,* and the Project will not result in the intrusion of noxious weeds or other invasive species.~~

413. Air Quality

The Project will not significantly degrade air quality in the Impact Area.

414. Visual Quality

The Project will not significantly degrade existing visual quality of key scenic resources in the Impact Area.

415. Soils, Geologic Conditions, and Natural Hazards

A. The Project is not subject to significant risk from natural hazards such as earthquakes, floods, wildfires, subsidence, expansive soils, avalanches, landslides, and other natural hazards.

B. The Project will not significantly deteriorate soils and geologic conditions within the Impact Area, including significant deterioration to:

1. Topography, natural drainage, soil morphology and productivity, soil erosion potential, and floodplains.
2. Stream sedimentation, geomorphology, and channel stability.
3. Lake and reservoir bank stability and sedimentation, and safety of existing reservoirs.
4. Avalanche areas, mudflows and debris fans, unstable and potentially unstable slopes.
5. Special seismic considerations and subsidence.

416. Land Use Patterns

The Project will not significantly degrade land use patterns within the Impact Area.

417. Housing

The Project will not significantly deteriorate the availability of housing nor cause the displacement of existing County residents during construction or operation of the Project.

418. Nuisance

The Project will ~~not~~ neither cause a significant nuisance and will not significantly interfere with the use and enjoyment of property within the Impact Area.

419. Public Services and Facilities

The Project will not have a significant adverse impact on the current or future capability of existing County local government(s) to provide services or on the capacity of their service delivery systems.

420. Capacity of the Area to Sustain Development

For Projects that will serve the County, ~~The~~ the growth and development anticipated as a result of the Project can be accommodated within the financial and environmental capacity of the area to sustain such growth and development.

421. Proper Utilization of Facilities and Orderly Development in the County

For Projects that will serve the County, the~~The~~ Project will be constructed in areas which will result in the proper utilization of existing treatment facilities and the orderly development of domestic water and sewage treatments systems of adjacent communities.

422. Duplicate Services or Facilities

~~The Project~~Where the Project is a wholly new service or facility in the County, the Project will not duplicate existing services and facilities if such existing facilities or services have the legal and physical capacity or can be expanded or consolidated to provide additional services or facilities. ~~that have capacity to serve the area to be served by the Project.~~

423. Efficient Utilization of Water

The Project will be planned, designed, and operated in a manner that emphasizes the most efficient use of water, including recycling and reuse.

424. Road Improvements and Maintenance

A. The owner will bear the cost of all road upgrades, repairs, and maintenance necessitated by Project construction ~~of the Project~~.

B. If the projected use of public roads by construction traffic will result in a need for increased roadway maintenance, the owner will enter into an agreement with the Board whereby the owner assumes responsibility for the repairs and additional road and bridge maintenance or reimburses the Board for repairs and maintenance.

C. The owner will maintain financial assurance to secure the maintenance and repair obligations. The amount of such financial assurance will be determined by, and in the form approved by, the Board.

425. ~~Transportation~~Traffic

A. Construction traffic within the Impact Area will not significantly degrade local traffic conditions.

B. All construction routes~~,~~ and permanent access routes within the Impact Area are designed to:

1. Minimize impacts to the public and ensure the safety and quality of life of other users of the County transportation system and affected adjacent residents.

2. Avoid, to the degree practicable, or mitigate impacts to residential areas, commercial areas, environmentally- and visually- sensitive areas, critical wildlife habitat, schools and other civic buildings, and already-congested locations.

3. Accommodate truck and heavy equipment traffic, as applicable, and emergency and fire response.

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426. Emergency Preparedness and Response

The Project shall be constructed and operated in conformance with the *Emergency Preparedness and Response Plan* to ensure that, in the event of an emergency, adequate practices, procedures, and infrastructure are in place to protect public health and safety and repair damage caused by emergencies.

427. Hazardous Materials

Hazardous materials will be managed in accordance with the *Hazardous Materials Management Plan* so that the Project will not result in an unreasonable risk of releases of hazardous materials.

428. Local Economy

The Project will not significantly degrade any segment of the County economy.

429. Agriculture and Grazing

The Project will not significantly degrade the quality or value of agricultural lands, operations, and grazing in the Impact Area.

430. Recreation and Tourism

The Project will not significantly degrade recreational and tourism opportunities in the Impact Area.

431. Areas of historical, paleontological, or archeological ~~geological, paleontological, ecological and/or archeological~~ significance

The Project will not significantly degrade areas of historical, paleontological, or archeological ~~geological, paleontological, ecological, historic, or archaeological~~ importance within the Impact Area.

432. Least Detrimental Alternative~~Best Alternative~~

The Project represents the practicable alternative that ~~best complies with these Regulations and is the~~ has the least ~~detrimental~~ adverse impact ~~practicable alternative~~to the County.

433. Compliance with Reports, Plans, and Studies

The Project will comply with all plans, reports, and studies required under Article 3 of these Regulations.

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ARTICLE 5: PERMIT ISSUANCE, EXTENSION, TRANSFER

501. Permits Issued under these Regulations.

A. Any Permit shall be issued in writing by resolution of the Board.

B. The County Clerk and Recorder shall record a copy of any Permit.

C. The Permit shall not be deemed a site-specific development plan subject to the vesting and notice requirements of C.R.S. § 24-68-103.

D. A Permittee shall comply with all terms and conditions established in the Permit.

E. The Permit is valid only for the construction and operation of the Project, as described in the application, together with the conditions of approval imposed by the Board. If the Board determines at any time that there are any material changes in the construction or operation of the Project from that described in the application, the Board shall suspend the Permit and hold a public hearing to determine whether new conditions will be required or if the Permit should be revoked.

502. Term of Permit

A. The Board at its discretion may issue any Permit for ~~an indefinite term~~the life of the Project, or for a specific period of years.

B. If the Permittee has not initiated construction of within 12 months of Permit issuance, or a different time period as ~~specified in the Permit~~agreed to by the Permit Authority, or if construction of a permitted Project is delayed for more than 12 months from any approved construction schedule or a different time period as agreed to by the Permit Authority ~~approved in the Permit~~, the Permit shall be void and of no force and effect.

503. Progress Reporting

The Board may require a Permittee to submit ~~annual~~ progress reports in a form acceptable to the Manager at least annually, or more often as the County may require in a Permit. The purpose of the progress reports is to demonstrate that the Applicant is completing ~~the~~ Project development with reasonable diligence and to describe the effectiveness of the proposed Project mitigation.

504. Transfer of Permits

Permits approved by the Board may only be transferred to another person or persons after notice and a public hearing before the Board. In approving a transfer, the Board must determine that:

A. The proposed transferee can and will comply with all the requirements, terms, and conditions contained in the Permit, these Regulations, and any other applicable law or regulation.

B. Such requirements, terms, and conditions remain sufficient to protect the health, safety, welfare, and the environment of the County.

C. The proposed transferee can and will provide an adequate guarantee of financial security.

505. Technical Revision and Permit Amendment

A. No Changes to Permit Without County Approval. A Permittee may not change the construction or operation of the Project from that which the Board approved in the Permit unless the County approves the change as a Technical Revision or Permit Amendment.

B. Permit Amendment.

1. A Permit Amendment shall be processed as a new permit pursuant to Articles 2 through 4 of these Regulations.

2. A Permit Amendment is any change in the construction or operation of the Project from that approved in the Permit that is not a Technical ~~Amendment~~ Revision because the change increases the size of the Impact Area or the intensity of the impacts of the Project.

C. Technical ~~Amendment~~Revision. Upon request by the Permittee, the Manager may determine that a proposed change in the construction or operation of the Project from that which the County approved in the Permit is a Technical Revision because there will be no increase in the size of the Impact Area or the intensity of the impacts of the Project.

1. To request a Technical Revision, the Permittee shall submit the following information to the Manager.

a. A copy of the current Permit and other County, state, or federal approvals.

b. ~~As-built~~Map(s) and schematic drawings of the Project.

c. A written description of the proposed changes to the Project together with construction drawings and plans where changes are contemplated.

d. A description of any changes to the mitigation and monitoring established by the Permit to ensure that the proposed Technical Revision complies with these Regulations and any other applicable state or federal law or regulations.

2. The Manager will make ~~its~~ their determination as to whether a change is a Technical Revision based on the above materials and any additional information requested by the Manager.

3. If the Manager determines that a change is not a Technical Revision, the County shall process the change as a Permit Amendment.

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ARTICLE 6: FINANCIAL SECURITY

601. Financial Security Required.

Before issuing any Permit pursuant to these Regulations, the Board shall require the Applicant to file a guarantee of financial security ("~~guarantee~~Guarantee"). The purpose of said ~~financial security g~~Guarantee is to assure that the Applicant/Permittee will faithfully perform all requirements of the Permit and applicable regulations adopted by the Board.

602. Amount of Guarantee.

A. The Permit Authority shall establish the amount of the Guarantee based upon the following criteria:

1. The estimated cost of restoring the Project site and Impact Area to original conditions or to conditions acceptable to the County as necessary to protect public health, safety, welfare, and the environment; and

2. The estimated cost of complying with any Permit conditions.

B. The Board shall base the amount of the Guarantee on ~~estimated cost on~~ the Applicant's submitted cost estimate plus the ~~any additional cost to the~~ County's estimate of any additional cost of bringing in personnel and equipment to accomplish any unperformed obligations of the ~~financial g~~Guarantee.

1. The Board shall consider the duration of the Project and compute a reasonable projection of increases due to inflation.

2. The Board may, at its sole discretion, allow the Applicant to pay financial guarantees in phases that correspond with the specific need for the financial guarantee.

C. The Board may review the ~~guarantee~~ Guarantee for adequacy at any time, but no less than once each calendar year. If the Board determines that the ~~guarantee~~ Guarantee is insufficient to perform the purpose of the ~~guarantee~~Guarantee, the Board shall provide written notice to the Permittee.

1. The Permittee shall post the additional ~~guarantee~~ Guarantee within 60 days from the date of the written notice. If the Permittee fails to provide the increased ~~guarantee~~ Guarantee within 60 days from the date of the written notice, the Board may schedule a public hearing for possible revocation of the Permit.

2. The Permittee may request a public hearing to dispute the notice to increase the ~~guarantee~~Guarantee. The Board shall schedule a public hearing on the matter and consider the Permittee's rationale.

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603. Form of Guarantee

The ~~guarantee~~ Guarantee shall be in a form or combination of forms acceptable to the Board, which may include cash, federal certificates of deposit, and irrevocable letters of credit or other similar instruments.

604. Release of Guarantee.

The Board may cause the release of all or a portion of the ~~guarantee~~ Guarantee upon the request of the Permittee based on one or more of the following conditions:

A. The Permittee surrendered the Permit to the Board before the commencement of any physical activity or disturbance associated with the Project.

B. The Board determines that the Permittee abandoned the Project, and the Permittee returned areas impacted by the Project to their original or other acceptable condition.

C. The Board determines that the Permittee completed the Project in compliance with the Permit.

D. The Board determines that the Permittee completed a phase or phases of the Project in compliance with the Permit. The Board may allow partial release of the guarantee, consistent with Project phasing.

E. The Board determines that the Permittee has satisfied applicable Permit conditions.

605. Forfeiture of Guarantee.

A. If the Board determines that all of a portion of the ~~a g~~Guarantee should be forfeited because the Permittee violated or failed to comply with any terms or conditions of the Permit or these Regulations, the Board shall provide written notice to the surety and the Permittee that the Permittee will forfeit the ~~guarantee~~ Guarantee unless the Permittee requests a hearing by the Board within 30 calendar days after the Permittee's receipt of the notice of violation or failure to comply.

B. If the Permittee does not request a hearing, the Board shall order that all or a portion of the ~~guarantee~~ Guarantee forfeited.

C. If the Permittee requests a hearing, the Board shall hold a public hearing within 60 days after the receipt of the request. At the hearing, the Permittee may present statements, documents, and other information for the Board's consideration with respect to the alleged violation. At the conclusion of the public hearing, the Board shall either withdraw the notice of violation or failure to comply or enter an order forfeiting all or a portion of the ~~guarantee~~Guarantee.

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D. If the forfeiture results in inadequate revenue to cover the costs of accomplishing the purposes of the guarantee, the Board shall take such steps deemed necessary to recover such costs, including attorney fees, where recovery is deemed possible.

606. Substitute Guarantee.

If a surety holder suspends, cancels, or revokes a Permittee's ~~guarantee~~ Guarantee filed pursuant to this Section, the Permittee shall substitute a good and sufficient ~~guarantee~~ Guarantee within ~~thirty (30)~~28 days after receiving notice thereof. The County Attorney may extend the period for receiving the substitute ~~guarantee~~ Guarantee if the Permittee submits a written request detailing the need for such extension. If the Permittee fails to make a substitution in accordance with this Section, the County shall suspend the Permit until proper substitution has been made.

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ARTICLE 7: ENFORCEMENT

701. Unlawful to Violate these Regulations.

Any person who violates these Regulations is subject to criminal or civil liability as may be prescribed by law. Each day during which such violation continues shall be deemed a separate offense.

702. All Legal Remedies Authorized.

The County may enforce violations of these Regulations by any legal or equitable means recognized by the Colorado Revised Statutes and Colorado Court Rules.

In addition to any other lawful remedies, the County may use any of the following methods of enforcement either individually or in combination. The County's enforcement authority and remedies set forth in these Regulations are cumulative and in addition to any other remedy provided by law.

A. Inspect and order the removal or abatement of violations.

B. Issue a cease and desist or stop work order mandating temporary suspension of any development activity within or associated with the violation or the Project.

C. Withhold construction or building permit(s) or certificates of occupancy for the Project.

D. Revoke or suspend the Permit. If the Manager determines that continued operation of the Project presents a significant imminent danger to the health or safety of the public, the Manager has the authority to order the immediate suspension of all operations of the Project pending further avoidance of the danger.

E. Issue criminal or civil penalties as may be permitted by law.

   a. Any Person violating these Regulations is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than $100 or by imprisonment in the county jail for not more than ten days, or by both fine and imprisonment.

   b. Any Person violating these Regulations may be found civilly liable for such violation and, upon such finding, shall be subject to the imposition, by order of the county court, of a civil penalty in an amount of not less than $500 nor more than $1,000.

   c. The County shall deem each day of a violation of these Regulations a separate violation, subject to continuing penalties.

F. Assess the costs and expenses (including costs and expenses for administrative actions, publications, attorney fees, and court costs) that the county incurs in the

enforcement of these Regulations. The County may impose a lien for such costs and expenses against the Project as may be permitted by law.

G. Demand payment, receipt, and County use of any applicable financial security.

H. Enforce in a court of competent jurisdiction.

703. Administrative Enforcement Procedures.

A. Notice and Opportunity to Cure Required. Prior to commencement of enforcement proceedings, the County shall first issue a written Notice of Violation and provide a reasonable~~n~~ amount of time, but in any event no less than ~~within~~ 28~~30~~ days ~~or less~~ from the date of the notice issuance, for the notice recipient to remedy the violation.

B. Response to Notice. Any person who receives a Notice of Violation shall, prior to or within the time period stated in the Notice:

1. Restore the property to compliance with these Regulations;

2. Request an extension of time in which to achieve compliance with these Regulations. If the Manager does not respond to the timely request for extension, the lack of response shall constitute an extension for the requested time period or ~~30~~ 28 days, whichever is shorter in duration; or

3. Deliver to the Manager a written request for an appeal of the Notice of Violation.

C. Appeal of Notice of Violation. Upon the notice recipient's request for an appeal of a Notice of Violation, the Board shall schedule a public hearing at the next ~~regularly scheduled~~ meeting of the Board for which it can accomplish proper notice to determine whether the recipient has violated these Regulations and the appropriate remedy.

D. Abatement of Violation. If the violation is not abated within the prescribed period, the County may cause the violation to be abated by its employees or by private contract, or by any other means provided by Colorado law. The costs of abating the violation shall be the responsibility of the violating party.

704. Inspection.

A. Any Permit issued under these Regulations includes a grant of the Permittee's consent of the Manager's right to enter and inspect the project as may be necessary to determine compliances with the terms of the Permit, without prior notice to the Permittee.

B. A reasonable attempt will be made to provide notice to the Permittee before the Manager enters and inspects, and in particular if the inspection involves ~~.~~ high hazard dams.

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C. The Manager will conduct inspections during County business hours unless the Manager has reason to believe public health or safety is in imminent danger and could be jeopardized by any delay in obtaining permission to enter.

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ARTICLE 8: PROCESS TO AMEND THESE REGULATIONS

801. Public Hearing by Board

Any amendments to these Regulations regarding areas or activities of state interest shall be made pursuant to a public hearing.

802. Public Notice of Public Hearing

The Manager shall publish a notice of the Public Hearing at least 30 days and not more than 60 days before the hearing, in a newspaper of general circulation in the County. The notice will include the time and place of the hearing, a general description of the regulations to be adopted or amended, and the place at which relevant materials may be examined.

803. Decision to Amend Regulations

After completion of the Public Hearing, the Board will adopt, adopt with modifications, or reject the proposed amendments.

804. Record of Proceedings

The record of decision will include the following materials:

A. Certificate of publication of the Public Hearing notice.

B. The minutes of the Public Hearing.

C. The adopted Regulations.

[END]

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ATTACHMENT A

PARK COUNTY REGULATIONS

FOR

DOMESTIC WATER AND SEWAGE TREATMENT SYSTEMS AND MUNICIPAL AND INDUSTRIAL WATER PROJECTS

FINAL DRAFT FOR BOCC HEARING

UPDATED MARCH 11, 2026

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ARTICLE 1: GENERAL PROVISIONS

101. Title and Citation

These regulations are entitled and may be cited as the "Park County Regulations for Domestic Water and Sewage Treatment Systems and Municipal and Industrial Water Projects" or "Regulations."

102. Purpose and Intent

These Regulations are intended to protect the health, safety, and general welfare of the public, and to protect the environment of Park County from adverse impacts through requirements that apply to the construction and operation of Domestic Water and Sewage Treatment Systems, Municipal Water Projects, Industrial Water Projects, and extensions thereof, as those terms are defined herein.

103. Findings

The Board of County Commissioners of the County of Park ("Board") finds that:

A. All applicable notice and public hearing requirements have been followed.

B. These Regulations are necessary because of the intensity of current and foreseeable development pressures on and within the County.

C. These Regulations are necessary to protect the health, welfare, and safety of the public and to protect the environment.

104. Authority

These Regulations are expressly authorized by, inter alia, C.R.S. § 24-65.1-101, et seq., and C.R.S. § 29-20-101, et seq. and any other express and implied powers delegated to Colorado counties under state or federal law.

105. Designated Matters of State Interest

The following designations are in effect as of the effective date of these Regulations and require a permit pursuant to these Regulations:

A. Site selection and construction of major new domestic water and sewage treatment systems and major extension of existing domestic water and sewage treatment systems ("Domestic Treatment Systems").

B. Efficient utilization of municipal and industrial water projects and extensions thereof ("Municipal and Industrial Water Projects").

106. Permit Required to Conduct Designated Matters of State Interest

No person may engage in the construction or development of Domestic Treatment Systems or Municipal or Industrial Water Projects wholly or partially in Park County, whether on public or private land, without first obtaining a Permit or a Finding of No Significant Impact ("FONSI") under these Regulations.

107. Permit Authority Established

The Board is established as the Permit Authority for purposes of these Regulations.

108. Exemptions from Park County Regulations

Domestic Treatment Systems or Municipal or Industrial Water Projects that are regulated pursuant to these Regulations are exempt from the following Park County Regulations:

A. Park County Regulations for 1041 Wildlife Habitat Areas, adopted by the Board on September 13, 1999, and the Park County Mineral Resource Area 1041, adopted by the Board in March 2020.

B. Zoning and Use Regulations in Article V and Use and Development Standards in Article VII of the Park County Land Use Regulations.

109. Statutory Exemptions

Pursuant to C.R.S. § 24-65.1-107, these Regulations do not apply to any activity of state interest designated herein which meets any one of the following conditions *as of May 17, 1974*:

A. The activity was covered by a current building Permit issued by the County;

B. The activity had been approved by the electorate of the County; or

C. The activity is to be on land:

1. Which had been conditionally or finally approved by the County;

2. Which had been zoned by the County expressly for the use contemplated by such activity; or

3. With respect to which a development plan had been conditionally or finally approved by the County.

110. Interpretation with Other Local, State, and Federal Requirements

A. Whenever the Board finds that the provisions of these Regulations are inconsistent with any other resolution, ordinance, code, regulation, other enactment, or master

plan of the County, the enactment imposing the more restrictive standards or requirements shall control.

B. If the Board finds that any portion of these Regulations conflict with the statutory criteria in C.R.S. §§ 24-65.1-202 and 204, the more restrictive standards or criteria shall control.

C. Other than activities that are expressly exempted as provided in Section 108 and 109, these Regulations do not exempt any activity from any other County or local, state, or federal requirements.

D. Nothing in these Regulations shall be construed as:

1. Enhancing or diminishing the rights of owners of property as provided by the Colorado Constitution or the Constitution of the United States;

2. Modifying or amending existing laws or court decrees pursuant to the determination and administration of water rights.

111. Definitions

The words and terms used in these Regulations shall have the meanings set forth below unless the context requires otherwise:

ADVERSE. Unfavorable, harmful, or negative.

APPLICANT. Any Person, as defined herein, that submits an application for a Permit for a Project pursuant to these regulations.

AQUIFER RECHARGE AREA. Any area where surface water may infiltrate to a water-bearing stratum of permeable rock, sand or gravel. This definition includes wells used for the disposal of wastewater or toxic pollutants.

BOARD. The Board of County Commissioners of the County of Park.

COUNTY. The County of Park, Colorado.

DAY. A calendar day, which is the period from one midnight to the following midnight, unless otherwise specified in these Regulations.

DEVELOPMENT. Any construction or activity which changes the basic character or the use of the land on which the construction or activity occurs.

DOMESTIC TREATMENT SYSTEM. Site selection and construction of major new domestic water and sewage treatment systems and major extension of existing domestic water and sewage treatment systems.

DOMESTIC SEWAGE TREATMENT SYSTEM. A system, facility, or group of units and all components thereof with a design capacity of 2,000 gallons per day or more, or the equivalent thereof, used for the treatment of domestic sewage or for the reduction

and handling of solids and gases removed from such wastes, whether or not the facility or group of units is discharging into state waters; and any facility or on-site wastewater treatment system, regardless of design capacity, that discharges directly into state waters.

DOMESTIC WATER TREATMENT SYSTEM. A system for the provision of water for human consumption either directly or by exchange through pipes, reservoirs, or other constructed conveyances, with a design capacity of 15 or more service connections for single family equivalent dwelling units or the equivalent thereof, and all related components of such system.

EFFICIENT UTILIZATION. The employment of methods, procedures, techniques, and controls to yield the greatest possible benefits to the County, while promoting, where feasible and appropriate, the conservation of water and preserving water rights and water supply for future use and water demands of the County. Such benefits will include economic, social, aesthetic, ecological, agricultural, water supply, and recreational benefits.

FONSI. Finding of No Significant Impact pursuant to Article 2 of these Regulations.

IMPACT. Any significant alteration or significant change to the natural or human environment occurring in geographic areas within the County's jurisdiction resulting directly or indirectly from the Project or cumulatively in combination with other past, present, and reasonably foreseeable future development.

IMPACT AREA. Those geographic areas within the County's jurisdiction, whether on public or private land, in which any impacts are likely to be caused by the Project.

INCLUDING. Including without limitation.

INDUSTRIAL WATER PROJECT. A system and all components and extensions thereof that provides water for industrial uses, including water used for such purposes as fabricating, processing, washing, diluting, cooling, or transporting a product; incorporating water into a product; for sanitation needs within the manufacturing facility; or snowmaking.

MAJOR EXTENSION OF AN EXISTING DOMESTIC WATER TREATMENT SYSTEM. The increase in or expansion of existing domestic water service capacity or storage capacity with a design capacity of 15 or more service connections and all related components, or the equivalent thereof.

MAJOR EXTENSION OF AN EXISTING SEWAGE TREATMENT SYSTEM. An increase in existing water treatment service capacity or service capacity that either 1) discharges directly into state waters or 2) with a design capacity of 2,000 gallons per day or more, or the equivalent thereof.

MANAGER. The County Manager of the County of Park, or their designee.

MITIGATION. Steps, actions, measures, or activities that an Applicant may undertake to address known, anticipated, or reasonably foreseeable significant adverse impacts of the Project as identified in the application. The purpose of mitigation is to address significant impacts so that the Project will comply with the applicable Permit Approval Standards.

MONITORING PLAN. A plan that monitors the effectiveness of proposed mitigation that includes 1) proposed locations, frequency, and timing of monitoring; 2) the process for responding when established criteria are not met, established thresholds are exceeded, or mitigation is not effective; and 3) a process and time frame for reporting results and proposed responses to the County.

MUNICIPAL AND INDUSTRIAL WATER PROJECT. Municipal Water Projects, Industrial Water Projects, and extensions thereof.

MUNICIPAL WATER PROJECT. A system and all the components thereof through which a municipality derives its water supply from either surface or subsurface resources, or which otherwise serves a municipality, including extensions thereof.

PERMIT AUTHORITY. The Board of County Commissioners of the County of Park ("Board").

PERSON. Any individual, entity, partnership, corporation, association, company, municipality, or other public or corporate body of the federal government, or any political subdivision, agency, instrumentality, or corporation of the State of Colorado or the United States.

PROJECT. The construction and operation of a proposed activity for which a Permit is sought under these Regulations, including all ancillary structures, facilities, improvements, and activities, and all integrated components thereof.

SIGNIFICANT. Deserving to be considered, important, notable, worthy of consideration, and not trifling or trivial.

SIGNIFICANTLY DEGRADE. To lower in grade or desirability to a significant degree, as opposed to a trifling or trivial degree. "Cause significant degradation" has the same meaning.

SIGNIFICANTLY DETERIORATE. To make inferior in quality or value to a significant degree, as opposed to a trifling or trivial degree. "Cause significant deterioration" has the same meaning.

WETLANDS. Those areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands may include wet meadows, shallow marshes, willow stands, wet forested areas associated with high groundwater or

snowmelt, peatlands, fens, irrigated lands, and other areas along watercourses or where groundwater is near the ground surface. Wetlands that satisfy this definition are protected by these Regulations, whether or not they are subject to the jurisdiction of the U.S. Army Corps of Engineers under Section 404 of the Clean Water Act or the State of Colorado under the Colorado Dredge and Fill Control Regulation, 5 C.C.R. 1002-87.

ARTICLE 2: STEPS IN PERMIT APPLICATION PROCESS

201. Permit or FONSI Required

A. Any person requesting to develop a Domestic Treatment System or a Municipal or Industrial Water Project wholly or partially within the County, whether on public or private land, must first obtain a Permit or a Finding of No Significant Impact from the Board.

B. A Project cannot be phased or segmented to avoid the requirements of these Regulations. All phases or elements of the Project must be part of the Permit application.

C. The County shall not issue a building permit for a Domestic Treatment System or a Municipal or Industrial Water Project until the County has issued a Permit for such activities.

202. Consultants to Assist in Review.

A. The Manager may engage technical or legal consultants to assist in reviewing pre-application materials, determining if the application is complete, reviewing and processing a complete application, and conducting the hearing.

B. The Applicant shall pay all costs of technical or legal consultants.

203. Pre-Application Conference

A. Before submitting an application for a Permit or a request for a Finding of No Significant Impact under these Regulations, the Applicant shall meet with the Manager, other staff, and any appropriate consultants in a Pre-Application Conference.

B. The purpose of the Pre-Application Conference is to allow the Applicant and the County to discuss the Project informally and to coordinate the County review process with other relevant agencies before a substantial commitment of time and money is made. Topics of discussion may include:

1. The location and nature of the Project.
2. Project impacts and potential mitigation.
3. The content and scope of application materials.
4. Request to waive the requirement to submit any application materials in Article 3 that would not be relevant to whether the application complies with these Regulations.

5. Any authorizations, permits, or other terms and conditions that state, federal, or local agencies have or may impose.

6. Whether the Applicant may request, and is eligible for, a FONSI.

C. Before the Pre-Application Conference, the Applicant shall provide the Manager with a Pre-Application Fee and the following pre-application materials, to the extent available:

1. Pre-Application Fee of $5,000 pursuant to Subpart D herein.

2. The Applicant's name and contact information. If the Applicant is not the property owner, the name and contact information for the property owner or their representative.

3. Name and qualifications of the person(s) submitting the pre- application materials.

4. Description of the Project, including source of water, areas and number of units or people to be served by the Project, and explanation of existing Municipal or Industrial Water Projects and/or Domestic Treatment Systems that fulfill the same or similar function(s) as the Project.

5. Map prepared at an easily readable scale showing the location of the Project; the Impact Area; and natural and man-made features such as roads, streams, wetlands, floodplains, existing structures in the Impact Area, and elevation contours of 10' at most.

6. Description and approximate location of proposed buildings, site improvements, and infrastructure.

7. Information that is sufficient for discussing the degree of adverse impacts associated with the Project.

8. Description of the alternatives that were considered for the Project and how the Project complies with these Regulations.

D. Pre-Application Fee.

1. The Applicant shall submit a Pre-Application Fee of $5,000 before the Pre-Application Conference.

2. The Manager will deposit the Pre-Application Fee in an interest-bearing account and shall use the account to pay costs of processing the application.

3. The Manager will maintain accurate records of the manner in which the Pre-Application Fee is used during the Pre-application Conference and pre-application review and coordination with the Applicant and will provide such records and inform the Applicant of the remaining balance upon request.

4. The Pre-Application Fee shall cover the cost of processing a request for a Finding of No Significant Impact.

5. The Manager will apply any unused portion of the Pre-Application Fee toward the Application Fee in Section 302, or in the event the Applicant does not submit an application, the Manager will return the unused portion of the Pre-Application Fee to the Applicant upon request.

204. Finding of No Significant Impact (FONSI)

An Applicant may request that the Manager issue a Finding of No Significant Impact as part of, or after, the Pre-Application Conference and payment of the Pre-Application Fee. The Manager may issue a Finding of No Significant Impact (FONSI) for the Project in accordance with this Section if the Manager determines that the Project will satisfy FONSI criteria based on the Pre-Application Conference and any additional information requested by the Manager.

A. Criteria for FONSI.

1. The Manager may issue a FONSI if the Manager finds that the construction and operation of the proposed Project, in its proposed location and without mitigation, will satisfy the standards in Article 4 of these Regulations.

2. The Manager may impose conditions on the FONSI as necessary to ensure the construction or operation of the Project will satisfy the standards in Article 4.

3. If the Manager issues a FONSI, then the Applicant does not need to obtain a Permit under these Regulations.

4. A FONSI under these Regulations does not exempt a Project proponent from compliance with any applicable special use or conditional use requirements, building permits, or other County, state, or federal requirements.

B. Notice of Manager's FONSI Determination.

1. The Manager shall notify the Applicant by US mail and email, and the Board and County Attorney by email, of its determination to issue or not to issue a FONSI, along with the rationale for their decision.

2. If the Manager issues a FONSI, they shall publish notice of the FONSI once in a County newspaper of general circulation not more than 14 days before the effective date of the determination. The notice shall describe the Project and the rationale for issuing such FONSI.

C. Call-up of a FONSI Issuance.

1. Within 28 days after publication of the Manager's FONSI decision, the Board may decide at a regular or special meeting that it wishes to reconsider the FONSI.

2. If the Board chooses to reconsider the FONSI, it shall do so at the next meeting of the Board for which it can accomplish proper notice.

3. At the reconsideration meeting, the Board will take into account the criteria for a FONSI and the Manager's rationale for such FONSI, and may, in its own discretion, confirm or set aside the Manager's FONSI.

D. Effective Date of FONSI. The FONSI will be effective within 14 days of publication of the Manager's FONSI decision, unless the Board decides to call up the FONSI decision. If the Board confirms the Manager's FONSI, the FONSI will be effective within 14 days of the Board's decision to do so.

E. Permit Required if No FONSI. If the Manager or Board determines that a FONSI is not appropriate, the Applicant must obtain a Permit under these Regulations.

F. Notice of Initiation of Project Construction. If a FONSI is issued, the Applicant shall notify the County and the public of the date that Project construction will begin as follows.

1. The Applicant shall notify the Manager by mail or email at least 30 days before initiating Project construction.

2. The Applicant shall publish, or shall cause the County to publish, notice in a newspaper of general circulation in the County at least 14 days before initiating Project construction.

3. The Applicant will post a sign at all access points to the site of the Project that includes a description of where additional information may be obtained about the Project at least 14 days before initiating Project construction.

205. Permit Application Submittal

A. Within 24 months following the Pre-Application Conference, the Applicant shall submit to the Manager an application for a Permit that includes the application materials that are identified in Article 3, including the Application Fee.

B. If the Manager does not receive an application within 24 months of the Pre-Application Conference, the Manager shall refund any unused portion of the Pre-Application Fee, and the Applicant must request another Pre-Application Meeting. The Applicant may submit a written request detailing the need for an extension, and the Manager may grant such request in their sole discretion.

206. Completeness Determination on Permit Application

A. The application is not final, and the County will issue no deadlines for application review, notices, or hearings, until the Manager has determined that the application is complete ("Completeness Determination").

B. The Manager will determine whether the application is complete based on whether the materials submitted as part of the application are responsive to the application material requirements in Article 3, including whether the Applicant has paid the Application Fee.

1. If the application is not complete, the Manager will inform the Applicant in writing of the deficiencies and will set a deadline in which the Applicant must correct the deficiencies.

    a. The Manager shall establish a deadline of at least 28 days by which the Applicant must correct deficiencies. An Applicant may request an alternate deadline, and the Manager shall determine the appropriate deadline in their sole discretion.

    b. If the Applicant fails to correct the deficiencies before the stated deadline, the Manager will consider the application withdrawn unless the Manager determines that additional time is appropriate.

    c. The Manager will take no further action on the application until the deficiencies are remedied.

2. If the application is complete, the Manager will date-stamp the application with the date of the completeness determination and notify the Applicant in writing that the application is complete. The Manager's determination that the application is complete starts the time for application review, setting the hearing date, noticing the hearing, and holding the hearing.

3. The Completeness Determination does not constitute the approval or conditional approval of the Project or any other opinion of the Manager about the application.

207. Board Hearing Scheduled and Notice Published

A. Not later than 30 days after the Manager deems the application complete, the Manager shall set and publish notice of the date, time, and place for a public hearing on said application.

B. The Manager shall publish a notice of the hearing once in the County legal newspaper of record not less than 30 calendar days nor more than 60 calendar days before the date set for the hearing.

C. The notice shall include:

1. The time and place of the hearing.
2. The telephone number or email address where inquiries may be submitted.
3. A short description of the Project, including the location, legal description, and area/size.
4. A short description of the proposed action to be considered by the Board at the hearing.

208. Referral of Application

At any time during the Permit process, the Manager may refer the application to any other local, state, or federal agencies that have expertise pertaining to or jurisdiction over the Project along with a deadline for offering comments.

209. Staff Report

A. The Manager shall prepare a staff report that summarizes the application and comments from consultants, legal counsel, referral agencies, if any, and the public.

B. The staff report shall identify any Permit Approval Standards that the Manager believes the Applicant has not satisfied. The Manager may recommend conditions to address any standard that the Applicant has not been satisfied.

C. The Manager shall provide a copy of the staff report to the Board, the Applicant, and to the public upon request.

210. Board Public Hearing and Permit Decision

A. At the public hearing, the Board will hear testimony and admit evidence which shall comprise the Hearing Record, including:

1. Permit application.
2. Staff testimony, staff report, and recommendations.
3. Applicant testimony.
4. Public testimony.
5. Documents and comments on the Project received prior to the date of the hearing.

B. At the close of the public hearing, the Board shall approve, conditionally approve, or deny the application. The burden of proof is on the Applicant to demonstrate that the Project complies with these Regulations. The Board's decision shall be based on the information on the Hearing Record.

1. The Board may approve the application if it finds that the Applicant has demonstrated that the Project will comply with each Permit Approval Standard in Article 4 of these Regulations.

2. The Board shall deny the application if the Board finds that the Project does not comply with any one of the Permit Approval Standards in Article 4 of these Regulations.

3. In lieu of denial, the Board may approve the application with conditions if the Board finds that such conditions are necessary to find that the application complies with each Permit Approval Standard.

211. Form of Board Decision.

The Board's decision shall be made by resolution and shall state the reasons for its decision and its findings. A copy of the resolution shall be recorded in the Office of the County Clerk and Recorder. The County shall transmit a copy of the resolution to the Applicant with contact information provided in the application or as such contact information may be updated.

212. Hearing Record.

The Hearing Record shall include the following:

A. The application.

B. Staff Report.

C. Any written statements or documents submitted by any Person commenting on the application.

D. Any County recording and transcript of the hearing.

E. Written minutes of the Board hearing.

F. The resolution of the Board granting, conditionally granting, or denying the application.

ARTICLE 3: APPLICATION MATERIALS

301. Application Materials Generally.

A. All Materials Required Unless Waived.

1. Request for Waiver. Prior to submittal of the application, an Applicant may submit a written request to the Manager for a waiver of the requirement to submit any of the following application materials.

2. Waiver May be Granted. The Manager may grant a request for a waiver of the requirement to submit any application material(s) if the Manager determines in their sole discretion that, because of the scope, location, scale, or intensity of the Project, the material is not relevant to a determination as to whether the application satisfies the Permit Approval Standards in Article 4 of these Regulations.

B. Materials Submitted to State or Federal Agencies. The Applicant may submit materials that have been prepared for state, federal, or local agencies to satisfy, in whole or in part, corresponding County application requirements. If such other materials are submitted, the application must identify with specificity the portion of such materials that are relevant to the required County application material for which it is submitted.

C. References to Other Permits or Agreements. An Applicant may provide an Intergovernmental Agreement, requirements or conditions in another Permit, or other outside materials as evidence that the Project complies with the Permit Approval Standards in Article 4 of these Regulations.

D. Scope of Application Materials. Unless otherwise stated, application materials should address both the construction and operation of the Project.

302. Application Fee.

A. Application Fee Required. An Applicant shall submit the Application Fee of $50,000 in certified funds as part of the application. The Manager may reduce this Application Fee if the Manager determines in their sole discretion that, because of the scope, location, scale, or intensity of the Project, a lower fee amount will reasonably cover all County costs of processing the application.

B. Pre-Application Fee Balance Deducted. Any unspent Pre-Application Fee amount may be applied toward the Application Fee.

C. Management of Application Fee.

1. The Manager shall deposit the Application Fee in an interest-bearing account and shall use the account to pay costs of processing the application.

2. The Manager shall maintain accurate records of how the Application Fee is used and will make such records available for inspection by the Applicant and the public at reasonable times as determined by the County.

3. If the balance of the Application Fee falls below $10,000, the Manager shall notify the Applicant, and the Applicant shall deposit the amount necessary to retain a balance of at least $25,000 unless the Manager determines reduced amounts are appropriate.

4. Interest earned on the Application Fee account will belong to the Applicant. The County will apply interest toward the costs of processing the application or refund any unspent interest.

5. The County shall reimburse to the Applicant any portion of the Application Fee or any interest earned on such Fee that is not necessary to cover the cost of processing the application.

D. No Action Until Fees Paid.

1. The Manager will not deem the application complete until the Application Fee is paid.

2. The Board will take no action on the application until the Applicant pays all fees and expenses related to processing the application.

303. Applicant Information

A. The names, addresses, organizational form, and business of the Applicant and, if different, the owner of the Project.

B. The names, addresses, and qualifications of individuals who are or will be responsible for constructing and operating the Project.

C. Authorization of the application submittal by the Project owner, if different than the Applicant.

304. Project Information

A. Detailed plans and schedules for designing, permitting, constructing, and operating the Project, including the estimated life of the Project.

B. Location of and schematic engineering design drawings for the Project, including all collection, treatment, or distribution systems, and other physical components of the Project.

C. For any municipal or industrial water project, description of the operational regime for the Project, including the rate and amount of water estimated to be stored, pumped, diverted, and/or released by the Project generally and at peak times. This

description should include changes to the operational regime of existing collection, treatment, or distribution systems that would impact Project operations in Park County.

D. For Domestic Treatment Systems, a description of the type of treatment proposed including the source of the water for treatment purposes and timing of proposed discharges.

E. For Projects that will serve water to the County, a map and description of the proposed service area, system capacity, treatment methods and technologies, proposed budget, service plan and service area of the system.

305. Property Rights, Permits, and Other Approvals

A. A list and copies of all federal, state, and local permits and approvals that have been or will be required for the Project and any proposal for coordinating these processes with the County permitting process.

B. Description of the Applicant's right to use the water associated with the Project, including adjudicated decrees, applications for decrees, and judicially-decreed augmentation plans.

C. Copies of all official federal and state consultation prepared for the Project.

D. Description of mitigation or permit conditions imposed by federal or state authorities.

E. Copies of any draft or final environmental assessments or impact statement required for the Project.

F. Description of property rights, easements, and rights-of-way agreements that are necessary for the Project and the status for obtaining the same.

306. Technical and Financial Feasibility

A description of the technical and financial feasibility of the Project, including:

A. The estimated construction costs and period of construction for each phase or component of the Project

B. The estimated mitigation costs for the Project.

C. A description of the persons or entity(ies) who will pay for or use the Project and/or services produced by the Project.

D. For Projects that will serve water to the County, details of any contract or agreement to serve water.

E. For Projects that will serve water outside the County, a description of the area to be served and a description of the contracts or agreements with entities to serve water to the extent useful to determine financial feasibility.

F. Documentation of financial and technical capabilities of the Person proposing the Project in order to demonstrate that the Project will be completed in a reasonable length of time and will comply with County requirements.

307. Surface Water Quality and Quantity Assessment

A. Baseline. Map and description of surface waters in the Impact Area sufficient to establish a baseline against which to evaluate Project impacts and ensure the adequacy of proposed monitoring and mitigation, including:

1. Streamflow rates and reservoir levels for average, wet, and dry years and a rationale for the appropriateness of the representative year types and period of record.

2. Timing, duration, frequency, and amounts of flushing flow and channel maintenance flows.

3. Any target flows for agricultural, ecological, municipal, domestic, industrial, and recreational uses and current ability of the affected stream segments to meet target flows, as may be available in local plans.

4. Existing or proposed instream flow water rights affected by the Project.

5. Gold medal and quality waters, as designated by Colorado Parks and Wildlife (CPW), or other waters receiving special designation in Park County.

6. Current Water Quality Control Commission use classifications and designations and surface water quality data collected during three recent, representative, and successive years or as is sufficient to evaluate Project impacts and ensure the adequacy of proposed monitoring and mitigation.

7. An assessment of whether the Project is consistent with Colorado's Water Plan and the South Platte Basin Implementation Plan, or comparable plans as the names may be revised.

B. Impact Assessment. Assessment of adverse impacts of the Project to surface water quantity and quality in the Impact Area in average, wet, and dry years, including:

1. Changes in the timing, duration, frequency, and amounts of flows necessary for existing and projected agricultural, ecological, municipal, domestic, industrial, and recreational uses.

2. Point source and nonpoint source pollutant loads.

3. Patterns of water circulation; temperature; substrate conditions; extent and persistence of suspended particulates; and clarity, odor, color, or taste of water.

4. Applicable Water Quality Control Commission narrative and numeric water quality standards.

5. Stream segments and waterbodies that are impaired, including any segments listed on the Colorado Department of Public Health and Environment's List of Impaired Waters or Monitoring and Evaluation List (5 CCR 1002-93).

6. Sediment loading to waterbodies.

7. Trophic status and eutrophication rates in lakes and reservoirs.

8. Timing, duration, frequency, and amounts of flushing flows and channel maintenance flows.

C. Mitigation and Monitoring Plan. A plan for mitigating any identified adverse impacts to surface water quantity and quality, and a Monitoring Plan.

308. Groundwater Assessment

A. Baseline. Map and description of groundwater resources and existing conditions of groundwater that may be affected by the Project, sufficient to establish a baseline against which to evaluate Project impacts and ensure the adequacy of proposed monitoring and mitigation. The baseline should include water quality, soil permeability characteristics, aquifer recharge rates, groundwater levels, and a description of other groundwater users in the Impact Area.

B. Impact Assessment. Assessment of adverse impacts of the Project to groundwater levels and water quality and how such changes would impact other users of aquifers.

C. Mitigation and Monitoring Plan. A plan for mitigating any identified adverse impacts to groundwater levels and water quality, and a Monitoring Plan.

309. Floodplains, Wetlands, and Riparian Areas Assessment

A. Baseline. Map and description of all floodplains, wetlands, and riparian areas in the Impact Area sufficient to establish a baseline against which to evaluate Project impacts. The baseline should identify the present structural and functional values of wetlands and riparian areas, including aquatic and riparian species composition, diversity, biomass, productivity, filtering, and nutrient uptake capacities.

B. Impact Assessment. Assessment of adverse impacts of the Project to floodplains, wetlands, and riparian areas.

C. Monitoring and Mitigation Plan. A plan for mitigating any identified adverse impacts to floodplains, wetlands, and riparian areas, and a Monitoring Plan.

310. Wildlife and Wildlife Habitat Assessment

A. Consultation with CPW. The Applicant shall consult with Colorado Parks and Wildlife ("CPW") in developing the Wildlife and Wildlife Habitat Impact Assessment required by this Section and shall provide documentation of such consultation.

B. Baseline. Map(s) and description of existing wildlife and wildlife habitat in the Impact Area sufficient to establish a baseline against which to evaluate Project impacts and ensure the adequacy of proposed monitoring and mitigation, including:

1. The status and relative importance of each wildlife species.
2. Any species listed as threatened or endangered under the Endangered Species Act or listed by CPW as State Threatened or Endangered, Species of Special Concern, or Species of Greatest Conservation Need.
3. Critical wildlife habitat including migration corridors, calving areas (production areas), summer and winter range, mating grounds, nesting grounds, nest sites, aquatic species habitats, U.S. Fish and Wildlife Service Critical Habitat, and endangered species habitat.
4. Movement patterns and migration corridors.

C. Impact Assessment. Assessment of adverse impacts of the Project to wildlife and wildlife habitat.

D. Mitigation and Monitoring Plan. A plan for mitigating any identified adverse impacts to wildlife and wildlife habitat, and a Monitoring Plan.

311. Terrestrial Plant Assessment and Revegetation/Weed Management

A. Baseline. Map(s) and description of existing plant life in the Impact Area, including the type, density, and threatened or endangered status of plant species and maps and description of areas of the site that the Project will disturb sufficient to establish a baseline against which to evaluate Project impacts and ensure the adequacy of proposed monitoring and mitigation.

B. Impact Assessment.

1. Assessment of adverse impacts of the Project to terrestrial plant life in the Impact Area, including changes in advancement or succession of threatened or endangered species and desirable and less desirable plant species, including noxious weeds.
2. An assessment of Project-related surface disturbances and operations that may impact vegetation and weed propagation.

C. Mitigation and Monitoring Plan.

1. A plan for mitigating any identified adverse impacts to terrestrial plant life, and a Monitoring Plan.

2. A plan for weed management that includes ongoing weed control at all locations disturbed by the Project and along access roads.

3. A plan for revegetating disturbed areas and managing weeds, and a Monitoring Plan. Revegetation provisions that include:

   a. Limiting disturbance of existing vegetation to no more than thirty (30) calendar days prior to commencement of initial site disturbance.

   b. Providing for revegetation of areas that have been filled, covered, graded or otherwise disturbed as soon as practicable.

   c. Requiring site-specific native seed mix or other seeds agreed to by the County

   d. Demonstrating how topsoil from disturbed areas will be stockpiled on-site for redistribution over the completed final grade. Stockpiling will conform to best management practices and ensures that soil organisms in stockpiled soil remain viable until completion of the redistribution process.

312. Stormwater Management Plan

A plan for detaining stormwater run-off on site during construction and operation of the Project. The applicant may submit a copy of the Colorado Water Quality Control Division Stormwater Permit and *Stormwater Management Plan* to meet this requirement. If unavailable upon application submission, the Manager may defer this application material and recommend the Board adopt the application material as a condition of the Permit.

313. Erosion and Sediment Control Plan

A plan for grading, erosion, and sediment control for the Project that includes the following. If unavailable upon application submission, the Manager may defer this application material and recommend the Board adopt the application material as a condition of the Permit.

A. A map and description of areas of soil disturbance and cut and fill and a map depicting existing (solid lines) and proposed (dashed lines) contours at two-foot intervals or other contour intervals approved by the Manager.

B. Narrative description and scaled drawings of specific erosion and sediment control measures, including approximate locations of drainage facilities and drainage patterns on-site and in the Impact Area; and wetlands or other water bodies

receiving storm runoff from the site. Typical erosion control measures should be depicted using standard map symbols.

C. Construction schedule, indicating the anticipated starting and completion time periods of the site grading and/or construction phases including grading, the installation and removal of erosion and sediment control measures, and the estimated duration of exposure of each area prior to the completion of temporary erosion and sediment control measures. This shall include the expected date on which final stabilization will have been completed.

D. Estimated total cost of the required temporary soil erosion and sediment control measures, to determine performance guarantees for the proposed plan.

E. Calculations made for determining rainfall runoff and sizing of any sediment basins, diversions, conveyance, or detention/retention facilities.

314. Air Quality Assessment

A. Baseline. Description of current air quality conditions in the Impact Area sufficient to evaluate Project impacts and ensure the adequacy of proposed monitoring and mitigation, including ambient air quality, visibility, and state air quality standards of the airsheds to be affected by the Project.

B. Impact Assessment. Assessment of adverse impacts of the Project to air quality and visibility under both average and worst-case conditions.

C. Monitoring and Mitigation Plan. A plan for mitigating any identified adverse impacts to air quality and a Monitoring Plan.

315. Visual Quality Assessment

A. Baseline. A map and description of key scenic resources in the Impact Area, including scenic vistas and viewsheds, designated scenic byways, public areas, and recreational facilities and trails.

B. Impact Assessment. Assessment of adverse impacts of the Project to the visual quality of key scenic resources in the Impact Area.

C. Mitigation Plan. A plan for mitigating adverse impacts to visual quality of key scenic resources.

316. Soils, Geology, and Natural Hazards Assessment

A. Baseline. A map and description of the soils, geologic conditions, and natural hazards that will affect the Project or will be affected by the Project, including topography, soil morphology, soil productivity, natural drainage, avalanche areas, rockslide areas, landslide/earthflow area, mud flows and debris fans, unstable and

potentially unstable slopes, special seismic considerations, areas of high radioactivity, subsidence areas, expansive soils and rock, soil erosion potential, and wildfire hazard areas.

B. Impact Assessment. Assessment of the adverse impacts of the Project to soils, geologic conditions, and natural hazards; and risks to the Project from geologic conditions and natural hazards.

C. Mitigation and Monitoring Plan. A plan for mitigating any identified adverse impacts to soils and geologic conditions within the Impact Area, a plan for mitigating the risk of natural hazards to the Project, and a Monitoring Plan.

317. Land Use Patterns Assessment

A. Baseline.

1. An assessment of existing land uses in the Impact Area sufficient to establish a baseline against which to evaluate Project impacts and ensure the adequacy of proposed mitigation.

2. Description of the County Strategic Master Plan and other relevant land use plans adopted by the County, municipalities, and state or federal land managers, and an assessment of whether the Project will comply with those provisions.

B. Impact Assessment. Assessment of the adverse impacts of the Project to land use patterns in the Impact Area.

C. Mitigation Plan. A plan for mitigating any identified adverse impacts to County land use patterns.

318. Housing Assessment

A. Baseline. A description of the workforce associated with the Project, including resident and nonresident workers and associated salary ranges.

B. Impact Assessment. Assessment of the adverse impacts of the Project on overall housing availability, including whether there are sufficient numbers of dwelling units at an appropriate cost to house workers, and an assessment of the potential to displace existing residents.

C. Mitigation Plan. A plan for mitigating any identified adverse impacts to housing in the County.

319. Nuisance Assessment

A. Impact Assessment. An assessment of noise, glare, dust, fumes, vibration, and odor predicted to be caused by construction or operation of the Project.

B. Mitigation and Monitoring Plan. A plan for mitigating any identified nuisances caused by construction or operation of the Project and a Monitoring Plan that addresses each nuisance.

320. Public Services and Facilities Assessment

A. Baseline. A description of the existing public services and facilities impacted by the Project sufficient to establish a baseline against which to evaluate Project impacts and ensure the adequacy of proposed mitigation, including emergency services, law enforcement, roads, water and wastewater treatment, water supply, infrastructure, and other services necessary to accommodate the Project.

B. Impact Assessment. Assessment of the adverse impacts of the Project on public services and facilities in the Impact Area.

C. Mitigation Plan. A plan for mitigating any identified adverse impacts to public services and facilities.

321. Development and Population Demands

For Projects that will serve water to the County, an assessment of whether the Project is necessary to meet projected community development and population demands in the area to be served by the Project and an assessment of the area's existing financial and environmental capability to sustain growth and development from the Project.

322. Existing Domestic Water and Sewage Treatment Systems and Municipal and Industrial Water Projects in the County

For Projects that will serve the County, an assessment of whether the Project will result in the proper utilization of existing and proposed facilities and systems, including those that perform the same or related function as the Project, including:

A. Map and description of existing Domestic Water and Sewage Treatment Systems and Municipal and Industrial Water Projects that are in the area to be served by the Project, including their capacity and existing service levels and reasons for and against connecting to those facilities.

B. If the Project is a replacement or expansion of an existing system serving the County, explanation of the necessity of replacement or expansion.

C. Map and description of water and/or management agencies in the area to be served by the Project and reasons for and against consolidation with those agencies.

323. Efficient Utilization of Project.

A description of water conservation and efficiency techniques that the Project will utilize, including water use, recycling, and reuse technology that will be deployed.

324. Road Improvements and Maintenance Plan

In addition to access or road use permits that may be required from the County, a plan for improvements and maintenance of County roads and County rights-of-way, infrastructure, or facilities necessitated by the construction and operation of the Project which includes the following. The plan may be preliminary and should identify a proposed process for finalizing the plan and notifying the County.

A. Description of necessary upgrades and ongoing maintenance practices on proposed construction routes, including whether the applicant or the County will conduct such upgrades and maintenance. Maintenance practices may include dust suppression, snow and ice management, grading, and any pothole patching, repaving, crack sealing, or chip sealing necessary to maintain an adequate surface.

B. Description of necessary upgrades or ongoing maintenance for any County rights-of-way, drainage structures, stormwater infrastructure, or other County infrastructure or facilities impacted by the Project, including whether the applicant or the County will conduct such upgrades and maintenance.

C. Estimated costs of ongoing maintenance and repair and of any necessary improvements required in order for the Project to proceed.

325. Traffic Assessment

A. Baseline. Description of the existing traffic conditions of all road segments in the Impact Area that the Applicant has identified as construction routes or permanent access routes for the Project, sufficient to form a baseline against which to evaluate Project impacts and ensure the adequacy of proposed mitigation, including trips generated by vehicle type on average and at peak times and the existing level of service for those road segments.

B. Impact Assessment. Assessment of the adverse impacts of the Project on existing traffic conditions of all road segments in the Impact Area that the Applicant has identified as construction routes or permanent access routes for the Project.

C. Mitigation Plan. A plan for mitigating any identified adverse impacts associated with traffic conditions of all road segments in the Impact Area that the Applicant has identified as construction routes or permanent access routes for the Project.

326. Emergency Preparedness and Response Plan

A plan that addresses preparedness and response for emergency events such as explosions, fires, toxic emissions, transportation of hazardous materials, and vehicle accidents or spills. The plan shall include proof of adequate personnel, supplies, and funding to implement the Plan. The plan may be preliminary and should identify a proposed process for finalizing the plan and notifying the County.

327. Hazardous Materials Management Plan

A management plan for the use, storage, transport, disturbance of, or production of hazardous materials that includes:

A. Description of all hazardous, toxic, and explosive substances to be used, stored, transported, disturbed or produced in connection with the Project, including type, amount, and location of such substances; the Material Safety Data Sheet (MSDS); the practices and procedures to be implemented to avoid accidental release and exposure; and any foreseeable impacts to the environment of such substances.

B. Location of storage areas designated for equipment, fuel, lubricants, chemical and waste storage with an explanation of spill containment measures.

C. Measures, procedures, and protocols for spill prevention, storage, and containment.

D. Measures, procedures, and protocols for reporting spills and storage to County, state, and federal officials.

E. Measures, procedures, and protocols for clean-up and contingency and description of the financial security for these provisions.

F. If the plan is preliminary, discuss the proposed process for finalizing the plan and notifying the County.

328. Economic Assessment

A. Baseline. Description of the economic conditions of the County and communities in the Impact Area, sufficient to establish a baseline against which to evaluate the economic impacts of the Project and ensure the adequacy of proposed mitigation, including existing revenues generated by the different economic sectors and the value, use, or productivity of different lands.

B. Impact Assessment. Assessment of adverse impacts of the Project on the economy of the County and communities in the Impact Area that includes:

1. Changes to projected revenues generated from each economic sector.
2. Changes to employment characteristics.
3. Changes in the value or productivity of any lands.
4. Changes in opportunities for economic diversification.

C. Mitigation Plan. A plan for mitigating any identified adverse impacts to the economy of the County and communities in the Impact Area.

329. Agriculture and Grazing Assessment

A. Baseline.

1. A description of agricultural lands, operations, and grazing on public and private lands in the Impact Area.

2. An assessment of the existing and potential County revenues and other economic benefits derived from such agricultural lands, operations, and grazing in the Impact Area sufficient to establish a baseline against which to evaluate the Project impacts and ensure the adequacy of proposed mitigation.

B. Impact Assessment. Assessment of the adverse impacts of the Project on agricultural resources and economic benefits derived from such resources in the Impact Area.

C. Mitigation Plan. A plan for mitigating any identified adverse impacts of the Project on agricultural resources and County revenues derived from such uses in the Impact Area.

330. Recreation and Tourism Assessment

A. Baseline. A map and description of the recreational and tourism uses on both public and private land in the Impact Area including visitor days and revenues sufficient to establish a baseline against which to evaluate the Project impacts and ensure the adequacy of proposed mitigation.

B. Impact Assessment. Assessment of the adverse impacts of the Project on recreation and tourism and County revenues derived from such uses.

C. Mitigation Plan. A plan for mitigating any identified adverse impacts of the Project on recreation and tourism and County revenues derived from such uses.

331. Assessment of areas of historical, paleontological, or archeological significance.

A. Baseline. A map and description of all areas historical, paleontological, or archeological significance in the Impact Area, sufficient to establish a baseline against which to evaluate the Project impacts and ensure the adequacy of proposed mitigation.

B. Impact Assessment. Assessment of the adverse impacts of the Project on areas of historical, paleontological, or archeological significance in the Impact Area.

C. Mitigation Plan. A plan for mitigating any identified adverse impacts of the Project on areas of historical, paleontological, or archeological significance in the Impact Area.

332. Alternatives Analysis

A description of the alternatives in the County considered for the Project and how the Project is the practicable alternative that has the least adverse impact to the County.

ARTICLE 4: PERMIT APPROVAL STANDARDS

401. General Considerations

The burden of proof is on the Applicant to demonstrate that the Project complies with these standards. In making its determination as to whether the Applicant has demonstrated that the Project complies with these standards, the Board shall consider all evidence on the Hearing Record, including the application materials which include proposed mitigation and monitoring.

402. Necessary Property Rights, Permits, and Approvals

The Applicant has obtained or will obtain all property rights, permits, and approvals necessary for the Project. If the Applicant has not obtained all necessary property rights, permits and approvals, the Board may, at its discretion, require the Applicant to obtain all property rights, permits, and approvals necessary for the Project as a condition of the Permit or may defer approving the application until the outstanding property rights, permits, and approvals are obtained.

403. Technical and Financial Feasibility

The Project is technically and financially feasible.

404. Impairment of Property Rights

The Project will not have a significant adverse impact on private property rights in the County.

405. Surface Water Quality and Quantity

A. The Project will not significantly degrade flows, hydrology, water quality, and the capacity or functioning of streams, lakes, or reservoirs within the Impact Area. This determination shall include the following considerations:

   1. Preservation of the current existing agricultural, ecological, municipal, domestic, industrial, and recreational users to access water supplies and maintenance of adequate water quality to continue such uses.

   2. Changes to the natural hydrograph in average, dry, and wet years.

   3. Sediment loading to waterbodies.

   4. Stream channel or shoreline stability.

   5. Flushing and channel maintenance flows.

   6. Changes in concentrations of pollutants over baseline conditions.

7. Changes in total suspended solid concentrations.

8. Changes to stream sedimentation, channelization, and geomorphology will be minimized unless implemented to improve aquatic habitat and water quality conditions

B. The Project will not cause significant deterioration of aquatic life or aquatic habitat within the Impact Area.

C. Urban development, population densities, and site layout and design of storm water and sanitation systems associated with the Project shall be accomplished in a manner that will prevent the pollution of aquifer recharge areas within the Impact Area.

406. Groundwater

The Project will not significantly degrade groundwater quality within the Impact Area, including aquifer recharge rates, groundwater levels, and aquifer capacity, and that the Project will not reduce the capacity, function, and quality of wells within the Impact Area.

407. Floodplains, Wetlands, and Riparian Areas

The Project will not significantly deteriorate floodplains, wetlands, and riparian areas in the Impact Area, including:

A. Structure and function of wetlands and unique, rare, delicate, or irreplaceable riparian areas, vegetation, forests, or woodlands.

B. Filtering and nutrient uptake capacities of wetlands and riparian areas.

C. Aerial extent of wetlands and evolution of wetland species to upland species.

408. Wildlife and Wildlife Habitat

The Project will not significantly deteriorate wildlife, wildlife habitat, or wildlife movement patterns in the Impact Area.

409. Terrestrial Plants

The Project will not significantly deteriorate terrestrial plants in the Impact Area.

410. Revegetation and Weed Management

Areas disturbed by Project will be revegetated and maintained in conformance with the *Revegetation and Weed Management Plan,* and the Project will not result in the intrusion of noxious weeds or other invasive species.

411. Stormwater Management

Run-off shall be managed in accordance with the *Stormwater Management Plan* in order to minimize adverse impacts to water quality in the Impact Area. If applicable, the Applicant shall obtain a Stormwater Discharge Permit from the Colorado Department of Public Health and Environment, Water Quality Control Division.

412. Erosion and Sediment Control

Erosion and sedimentation control measures will be implemented in conformance with the *Erosion and Sediment Control Plan* to prevent erosion and sediment runoff and ensure that disturbed areas and soil stockpiles are stabilized within the Impact Area.

413. Air Quality

The Project will not significantly degrade air quality in the Impact Area.

414. Visual Quality

The Project will not significantly degrade existing visual quality of key scenic resources in the Impact Area.

415. Soils, Geologic Conditions, and Natural Hazards

A. The Project is not subject to significant risk from natural hazards such as earthquakes, floods, wildfires, subsidence, expansive soils, avalanches, landslides, and other natural hazards.

B. The Project will not significantly deteriorate soils and geologic conditions within the Impact Area, including significant deterioration to:

1. Topography, natural drainage, soil morphology and productivity, soil erosion potential, and floodplains.
2. Stream sedimentation, geomorphology, and channel stability.
3. Lake and reservoir bank stability and sedimentation, and safety of existing reservoirs.
4. Avalanche areas, mudflows and debris fans, unstable and potentially unstable slopes.
5. Special seismic considerations and subsidence.

416. Land Use Patterns

The Project will not significantly degrade land use patterns within the Impact Area.

417. Housing

The Project will not significantly deteriorate the availability of housing nor cause the displacement of existing County residents during construction or operation of the Project.

418. Nuisance

The Project will neither cause a significant nuisance and will not significantly interfere with the use and enjoyment of property within the Impact Area.

419. Public Services and Facilities

The Project will not have a significant adverse impact on the current or future capability of existing County local government(s) to provide services or on the capacity of their service delivery systems.

420. Capacity of the Area to Sustain Development

For Projects that will serve the County, the growth and development anticipated as a result of the Project can be accommodated within the financial and environmental capacity of the area to sustain such growth and development.

421. Proper Utilization of Facilities and Orderly Development in the County

For Projects that will serve the County, the Project will be constructed in areas which will result in the proper utilization of existing treatment facilities and the orderly development of domestic water and sewage treatments systems of adjacent communities.

422. Duplicate Services or Facilities

Where the Project is a wholly new service or facility in the County, the Project will not duplicate existing services and facilities if such existing facilities or services have the legal and physical capacity or can be expanded or consolidated to provide additional services or facilities.

423. Efficient Utilization of Water

The Project will be planned, designed, and operated in a manner that emphasizes the most efficient use of water, including recycling and reuse.

424. Road Improvements and Maintenance

A. The owner will bear the cost of all road upgrades, repairs, and maintenance necessitated by Project construction.

B. If the projected use of public roads by construction traffic will result in a need for increased roadway maintenance, the owner will enter into an agreement with the Board whereby the owner assumes responsibility for the repairs and additional road and bridge maintenance or reimburses the Board for repairs and maintenance.

C. The owner will maintain financial assurance to secure the maintenance and repair obligations. The amount of such financial assurance will be determined by, and in the form approved by, the Board.

425. Traffic

A. Construction traffic within the Impact Area will not significantly degrade local traffic conditions.

B. All construction routes and permanent access routes within the Impact Area are designed to:

1. Minimize impacts to the public and ensure the safety and quality of life of other users of the County transportation system and affected adjacent residents.

2. Avoid, to the degree practicable, or mitigate impacts to residential areas, commercial areas, environmentally- and visually- sensitive areas, critical wildlife habitat, schools and other civic buildings, and already-congested locations.

3. Accommodate truck and heavy equipment traffic, as applicable, and emergency and fire response.

426. Emergency Preparedness and Response

The Project shall be constructed and operated in conformance with the *Emergency Preparedness and Response Plan* to ensure that, in the event of an emergency, adequate practices, procedures, and infrastructure are in place to protect public health and safety and repair damage caused by emergencies.

427. Hazardous Materials

Hazardous materials will be managed in accordance with the *Hazardous Materials Management Plan* so that the Project will not result in an unreasonable risk of releases of hazardous materials.

428. Local Economy

The Project will not significantly degrade any segment of the County economy.

429. Agriculture and Grazing

The Project will not significantly degrade the quality or value of agricultural lands, operations, and grazing in the Impact Area.

430. Recreation and Tourism

The Project will not significantly degrade recreational and tourism opportunities in the Impact Area.

431. Areas of historical, paleontological, or archeological significance

The Project will not significantly degrade areas of historical, paleontological, or archeological importance within the Impact Area.

432. Least Detrimental Alternative

The Project represents the practicable alternative that has the least adverse impact to the County.

433. Compliance with Reports, Plans, and Studies

The Project will comply with all plans, reports, and studies required under Article 3 of these Regulations.

ARTICLE 5: PERMIT ISSUANCE, EXTENSION, TRANSFER

501. Permits Issued under these Regulations.

A. Any Permit shall be issued in writing by resolution of the Board.

B. The County Clerk and Recorder shall record a copy of any Permit.

C. The Permit shall not be deemed a site-specific development plan subject to the vesting and notice requirements of C.R.S. § 24-68-103.

D. A Permittee shall comply with all terms and conditions established in the Permit.

E. The Permit is valid only for the construction and operation of the Project, as described in the application, together with the conditions of approval imposed by the Board. If the Board determines at any time that there are any material changes in the construction or operation of the Project from that described in the application, the Board shall suspend the Permit and hold a public hearing to determine whether new conditions will be required or if the Permit should be revoked.

502. Term of Permit

A. The Board at its discretion may issue any Permit for the life of the Project, or for a specific period of years.

B. If the Permittee has not initiated construction of within 12 months of Permit issuance, or a different time period as agreed to by the Permit Authority, or if construction of a permitted Project is delayed for more than 12 months from any approved construction schedule or a different time period as agreed to by the Permit Authority, the Permit shall be void and of no force and effect.

503. Progress Reporting

The Board may require a Permittee to submit progress reports in a form acceptable to the Manager at least annually, or more often as the County may require in a Permit. The purpose of the progress reports is to demonstrate that the Applicant is completing Project development with reasonable diligence and to describe the effectiveness of the proposed Project mitigation.

504. Transfer of Permits

Permits approved by the Board may only be transferred to another person or persons after notice and a public hearing before the Board. In approving a transfer, the Board must determine that:

A. The proposed transferee can and will comply with all the requirements, terms, and conditions contained in the Permit, these Regulations, and any other applicable law or regulation.

B. Such requirements, terms, and conditions remain sufficient to protect the health, safety, welfare, and the environment of the County.

C. The proposed transferee can and will provide an adequate guarantee of financial security.

505. Technical Revision and Permit Amendment

A. No Changes to Permit Without County Approval. A Permittee may not change the construction or operation of the Project from that which the Board approved in the Permit unless the County approves the change as a Technical Revision or Permit Amendment.

B. Permit Amendment.

1. A Permit Amendment shall be processed as a new permit pursuant to Articles 2 through 4 of these Regulations.

2. A Permit Amendment is any change in the construction or operation of the Project from that approved in the Permit that is not a Technical Revision because the change increases the size of the Impact Area or the intensity of the impacts of the Project.

C. Technical Revision. Upon request by the Permittee, the Manager may determine that a proposed change in the construction or operation of the Project from that which the County approved in the Permit is a Technical Revision because there will be no increase in the size of the Impact Area or the intensity of the impacts of the Project.

1. To request a Technical Revision, the Permittee shall submit the following information to the Manager.

a. A copy of the current Permit and other County, state, or federal approvals.

b. Map(s) and schematic drawings of the Project.

c. A written description of the proposed changes to the Project together with construction drawings and plans where changes are contemplated.

d. A description of any changes to the mitigation and monitoring established by the Permit to ensure that the proposed Technical Revision complies with these Regulations and any other applicable state or federal law or regulations.

2. The Manager will make their determination as to whether a change is a Technical Revision based on the above materials and any additional information requested by the Manager.

3. If the Manager determines that a change is not a Technical Revision, the County shall process the change as a Permit Amendment.

ARTICLE 6: FINANCIAL SECURITY

601. Financial Security Required.

Before issuing any Permit pursuant to these Regulations, the Board shall require the Applicant to file a guarantee of financial security ("Guarantee"). The purpose of said Guarantee is to assure that the Applicant/Permittee will faithfully perform all requirements of the Permit and applicable regulations adopted by the Board.

602. Amount of Guarantee.

A. The Permit Authority shall establish the amount of the Guarantee based upon the following criteria:

   1. The estimated cost of restoring the Project site and Impact Area to original conditions or to conditions acceptable to the County as necessary to protect public health, safety, welfare, and the environment; and

   2. The estimated cost of complying with any Permit conditions.

B. The Board shall base the amount of the Guarantee on the Applicant's submitted cost estimate plus the County's estimate of any additional cost of bringing in personnel and equipment to accomplish any unperformed obligations of the Guarantee.

   1. The Board shall consider the duration of the Project and compute a reasonable projection of increases due to inflation.

   2. The Board may, at its sole discretion, allow the Applicant to pay financial guarantees in phases that correspond with the specific need for the financial guarantee.

C. The Board may review the Guarantee for adequacy at any time, but no less than once each calendar year. If the Board determines that the Guarantee is insufficient to perform the purpose of the Guarantee, the Board shall provide written notice to the Permittee.

   1. The Permittee shall post the additional Guarantee within 60 days from the date of the written notice. If the Permittee fails to provide the increased Guarantee within 60 days from the date of the written notice, the Board may schedule a public hearing for possible revocation of the Permit.

   2. The Permittee may request a public hearing to dispute the notice to increase the Guarantee. The Board shall schedule a public hearing on the matter and consider the Permittee's rationale.

603. Form of Guarantee

The Guarantee shall be in a form or combination of forms acceptable to the Board, which may include cash, federal certificates of deposit, and irrevocable letters of credit or other similar instruments.

604. Release of Guarantee.

The Board may cause the release of all or a portion of the Guarantee upon the request of the Permittee based on one or more of the following conditions:

A. The Permittee surrendered the Permit to the Board before the commencement of any physical activity or disturbance associated with the Project.

B. The Board determines that the Permittee abandoned the Project, and the Permittee returned areas impacted by the Project to their original or other acceptable condition.

C. The Board determines that the Permittee completed the Project in compliance with the Permit.

D. The Board determines that the Permittee completed a phase or phases of the Project in compliance with the Permit. The Board may allow partial release of the guarantee, consistent with Project phasing.

E. The Board determines that the Permittee has satisfied applicable Permit conditions.

605. Forfeiture of Guarantee.

A. If the Board determines that all of a portion of the Guarantee should be forfeited because the Permittee violated or failed to comply with any terms or conditions of the Permit or these Regulations, the Board shall provide written notice to the surety and the Permittee that the Permittee will forfeit the Guarantee unless the Permittee requests a hearing by the Board within 30 calendar days after the Permittee's receipt of the notice of violation or failure to comply.

B. If the Permittee does not request a hearing, the Board shall order that all or a portion of the Guarantee forfeited.

C. If the Permittee requests a hearing, the Board shall hold a public hearing within 60 days after the receipt of the request. At the hearing, the Permittee may present statements, documents, and other information for the Board's consideration with respect to the alleged violation. At the conclusion of the public hearing, the Board shall either withdraw the notice of violation or failure to comply or enter an order forfeiting all or a portion of the Guarantee.

D. If the forfeiture results in inadequate revenue to cover the costs of accomplishing the purposes of the guarantee, the Board shall take such steps deemed necessary to recover such costs, including attorney fees, where recovery is deemed possible.

606. Substitute Guarantee.

If a surety holder suspends, cancels, or revokes a Permittee's Guarantee filed pursuant to this Section, the Permittee shall substitute a good and sufficient Guarantee within 28 days after receiving notice thereof. The County Attorney may extend the period for receiving the substitute Guarantee if the Permittee submits a written request detailing the need for such extension. If the Permittee fails to make a substitution in accordance with this Section, the County shall suspend the Permit until proper substitution has been made.

ARTICLE 7: ENFORCEMENT

701. Unlawful to Violate these Regulations.

Any person who violates these Regulations is subject to criminal or civil liability as may be prescribed by law. Each day during which such violation continues shall be deemed a separate offense.

702. All Legal Remedies Authorized.

The County may enforce violations of these Regulations by any legal or equitable means recognized by the Colorado Revised Statutes and Colorado Court Rules.

In addition to any other lawful remedies, the County may use any of the following methods of enforcement either individually or in combination. The County's enforcement authority and remedies set forth in these Regulations are cumulative and in addition to any other remedy provided by law.

A. Inspect and order the removal or abatement of violations.

B. Issue a cease and desist or stop work order mandating temporary suspension of any development activity within or associated with the violation or the Project.

C. Withhold construction or building permit(s) or certificates of occupancy for the Project.

D. Revoke or suspend the Permit. If the Manager determines that continued operation of the Project presents a significant imminent danger to the health or safety of the public, the Manager has the authority to order the immediate suspension of all operations of the Project pending further avoidance of the danger.

E. Issue criminal or civil penalties as may be permitted by law.

   a. Any Person violating these Regulations is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than $100 or by imprisonment in the county jail for not more than ten days, or by both fine and imprisonment.

   b. Any Person violating these Regulations may be found civilly liable for such violation and, upon such finding, shall be subject to the imposition, by order of the county court, of a civil penalty in an amount of not less than $500 nor more than $1,000.

   c. The County shall deem each day of a violation of these Regulations a separate violation, subject to continuing penalties.

F. Assess the costs and expenses (including costs and expenses for administrative actions, publications, attorney fees, and court costs) that the county incurs in the

enforcement of these Regulations. The County may impose a lien for such costs and expenses against the Project as may be permitted by law.

G. Demand payment, receipt, and County use of any applicable financial security.

H. Enforce in a court of competent jurisdiction.

703. Administrative Enforcement Procedures.

A. Notice and Opportunity to Cure Required. Prior to commencement of enforcement proceedings, the County shall first issue a written Notice of Violation and provide a reasonable amount of time, but in any event no less than 28 days from the date of the notice issuance, for the notice recipient to remedy the violation.

B. Response to Notice. Any person who receives a Notice of Violation shall, prior to or within the time period stated in the Notice:

1. Restore the property to compliance with these Regulations;

2. Request an extension of time in which to achieve compliance with these Regulations. If the Manager does not respond to the timely request for extension, the lack of response shall constitute an extension for the requested time period or 28 days, whichever is shorter in duration; or

3. Deliver to the Manager a written request for an appeal of the Notice of Violation.

C. Appeal of Notice of Violation. Upon the notice recipient's request for an appeal of a Notice of Violation, the Board shall schedule a public hearing at the next meeting of the Board for which it can accomplish proper notice to determine whether the recipient has violated these Regulations and the appropriate remedy.

D. Abatement of Violation. If the violation is not abated within the prescribed period, the County may cause the violation to be abated by its employees or by private contract, or by any other means provided by Colorado law. The costs of abating the violation shall be the responsibility of the violating party.

704. Inspection.

A. Any Permit issued under these Regulations includes a grant of the Permittee's consent of the Manager's right to enter and inspect the project as may be necessary to determine compliances with the terms of the Permit, without prior notice to the Permittee.

B. A reasonable attempt will be made to provide notice to the Permittee before the Manager enters and inspects, and in particular if the inspection involves high hazard dams.

C. The Manager will conduct inspections during County business hours unless the Manager has reason to believe public health or safety is in imminent danger and could be jeopardized by any delay in obtaining permission to enter.

ARTICLE 8: PROCESS TO AMEND THESE REGULATIONS

801. Public Hearing by Board

Any amendments to these Regulations regarding areas or activities of state interest shall be made pursuant to a public hearing.

802. Public Notice of Public Hearing

The Manager shall publish a notice of the Public Hearing at least 30 days and not more than 60 days before the hearing, in a newspaper of general circulation in the County. The notice will include the time and place of the hearing, a general description of the regulations to be adopted or amended, and the place at which relevant materials may be examined.

803. Decision to Amend Regulations

After completion of the Public Hearing, the Board will adopt, adopt with modifications, or reject the proposed amendments.

804. Record of Proceedings

The record of decision will include the following materials:

A. Certificate of publication of the Public Hearing notice.

B. The minutes of the Public Hearing.

C. The adopted Regulations.

[END]

PUBLIC NOTICE

Park County Adoption of Revised 1041 Regulations for Water Projects

Notice is hereby given that the Board of County Commissioners of the County of Park ("Board") will hold a public hearing on Tuesday, March 17th at 1 PM at the Board meeting room located at 856 Castello Avenue, Fairplay, CO 80440 to consider adopting revised guidelines and regulations applicable to domestic water and wastewater treatment systems and municipal or industrial water projects located wholly or partially within unincorporated Park County, Colorado pursuant to C.R.S. 24-65.1-101 et seq ("1041 Regulations").

A copy of the revised Park County Regulations for Domestic Water and Sewage Treatment Systems and Municipal and Industrial Water Projects is available on the County's website (LINK) and at the office of the County Clerk.

DENVER WATER

1600 West 12th Ave
Denver, CO 80204-3412
303.628.6000
denverwater.org

February 27, 2026

Park County Commissioners
856 Castello Avenue
Fairplay, CO 80440
Email submittal to: County.Administration@parkcountyco.gov

Re: Draft Park County Regulations for Domestic Water and Sewage Treatment Systems and Municipal and Industrial Water Projects Available for Public Review and Comment

Dear Commissioners:

The City and County of Denver, Acting By and Through its Board of Water Commissioners ("Denver Water"), appreciates the opportunity to provide feedback on Park County's proposed revisions to their Regulations for Domestic Water and Sewage Treatment Systems and Municipal and Industrial Water Projects ("Water Project 1041 Regulations").

In reviewing, we noticed that proposed section 106 could be interpreted to require a 1041 permit for the ongoing operation of preexisting water infrastructure. We think that this phrasing runs the risk of being interpreted as conflicting with HB 94-1041, which triggers 1041 land use permits on "development." *See* 25-65.1-102(1), -501(1)(a). To resolve this, we propose replacing "operation" with "development," which is a defined term in the statute and in Park County's proposed revised regulation.

> 106. Permit Required to Conduct Designated Matters of State Interest. No person may engage in the construction or ~~operation~~ development of Domestic Treatment Systems or Municipal or Industrial Water Projects wholly or partially in Park County, whether on public or private land, without first obtaining a Permit or a Finding of No Significant Impact under these Regulations

We welcome further conversation if that would be of value to the Commission in reviewing this comment. Thank you for your time and consideration.

Sincerely,

Rachel S. Badger

Rachel Badger
Planning Manager
Rachel.Badger@denverwater.org

Colorado Springs Utilities

It's how we're all connected

Board of County Commissioners
Park County, State of Colorado
856 Castello Avenue
Fairplay, CO 80440

Mailing address:
P.O. Box 1373
Fairplay, CO 80440

March 2, 2026

Re: Proposed 1041 Regulations. Preliminary Statement of Colorado Springs Utilities.

Submitted via email to County.Administration@parkcountyco.gov

To whom it may concern:

We appreciate the opportunity to comment on the February 2, 2026, draft of the proposed 1041 regulations for Park County. On behalf of Colorado Springs Utilities ("Utilities"), and for your consideration, we have included this preliminary statement along with a red-line version of the draft regulations that includes our recommendations for revisions.

REQUEST FOR PAUSE TO APRIL 21, 2026, FOR BOARD APPROVAL

After careful consideration, Utilities asks the Board of County Commissioners ("Board") to consider a short pause related to final promulgation of the proposed 1041 regulations. The current schedule sets March 10, 2026, for the public hearing. March 17, 2026, is the date for final approval of the revised regulations by the Board.

We ask that the March 17, 2026, date for final approval of the revised regulations be postponed for approximately thirty-five (35) calendar days to and including the Board's regular meeting on April 21, 2026. This additional time will allow stakeholders to review one another's comments on the regulations and perhaps come to agreement on proposed revisions which could then be submitted to the Manager and the Board for consideration.

INTRODUCTION – THE MONTGOMERY RESERVOIR ENLARGEMENT

Utilities is a community-owned, not-for-profit, four-service utility, providing electricity, natural gas, water, and wastewater services to the Colorado Springs area. Established in 1924, it is governed by the City Council, with over 600,000 customers with a focus on reliability, competitive rates, and sustainability.

1521 South Hancock Expressway
P.O. Box 1103, Mail Code 1825
Colorado Springs, CO 80947-1825

Phone 719.448.8888
www@csu.org

Utilities owns and operates the Montgomery Reservoir which is located in Park County near Hoosier Pass and a few miles north of Alma. Built in 1957, the reservoir sits at an altitude of 10,873 feet and is used recreationally by locals and visitors for fishing and other activities. The reservoir is used to deliver municipal water to Colorado Springs via the Continental-Hoosier System.

Utilities is currently planning to enlarge the reservoir from a storage capacity of 5,699 acre-feet to approximately 13,799 acre-feet to increase drought resiliency and water supply for a growing population. The enlargement of existing infrastructure will allow Utilities to store, on average, an additional annual yield of 4,000 acre-feet of water of legally and physically available supplies that could be realized through diversions from the headwaters of the Blue River. The enlargement is described generally at this website: https://www.csu.org/current-projects/continential-hoosier-system

The Project timeline is summarized here:

- **2026:** submit federal, state and local permit applications;
- **2026-2027:** permitting decisions;
- **2028-2032:** construction activities.

RECOMMENDED REVISIONS TO THE 1041 REGULATIONS

Our recommended revisions to the regulations focus primarily on substantive concerns about the scope of the regulations with an attempt to clarify portions of the regulations that are ambiguous.

Of course, we recommend several less-substantive revisions that are self-explanatory. These include, for example, suggested revisions related to the length of time for permit reviews and the timing of public hearings. *See e.g.*, section 211.

The remaining portions of this preliminary statement will focus on the more substantive concerns.

Intergovernmental Agreement. Other counties provide an opportunity for entities to enter into an intergovernmental agreement ("IGA") that would obviate the need for obtaining a 1041 permit. *See e.g.,* Larimer County land use code at section 10.4.2 (C). Utilities has also used this process of entering into an IGA in lieu of a 1041 permit in Bent County. To preserve that option, we recommend the following language as an addition to section 106 of the Park County regulations:

An entity that has an approved intergovernmental agreement with the County, and such agreement is specific to the project in question, shall be exempt from the requirement to obtain a Permit or a Finding of No Significant Impact pursuant to these Regulations. This exemption does not apply to any subsequent modifications to the activity or project that were not included within the approved intergovernmental agreement.

Water Rights and Operations. We recommend revisions to section 102 of the proposed regulations to clarify the relationship between the regulations and administration of water rights and the operation of reservoirs.

102. Purpose and Intent

These Regulations are intended to protect the health, safety, and general welfare of the public, and to protect the environment of Park County from significant adverse impacts through requirements that apply to the construction and operation of Domestic Water and Sewage Treatment Systems, Municipal Water Projects, Industrial Water Projects, and extensions thereof, as those terms are defined herein.

These Regulations are not intended to (1) address or impact the administration of water rights held by the owner of Domestic Water and Sewage Treatment Systems, Municipal Water Projects, or Industrial Water Projects; or (2) insert the County into the day-to-day operations of such projects or systems. The County recognizes, for example, that operations of reservoirs are conducted by the owner, and nothing in these Regulations is intended to impair the ability of the owner to manage reservoir levels in conformance with existing water rights.

General Considerations – Section 401. We recommend the following revisions to section 401 to accommodate the option for the County to select particular Permit Approval Standards that are not applicable to a particular Project and to consider the terms and conditions for monitoring and mitigation plans. We use this same type of language as a suggested revision to section 201.D. of the draft regulations as shown on pages 5 and 6 of this Preliminary Statement related to Major or Minor Permit Reviews.

401. General Considerations

The Board may approve the application if it finds that the application complies with each standard herein that has been determined by the Manager and/or the Board to be applicable to the Project, and the Board may adopt conditions of approval. The Board shall deny the application if the Board finds that the application does not comply with any one of the standards herein that has been determined by the Manager and/or the Board to be applicable to the Project. The burden is on the Applicant to demonstrate that the

proposed activity complies with the standards that have been determined by the Manager and/or the Board to be applicable to the Project.

In determining whether the proposed activity complies with each standard, the Board shall take into consideration:

1. The construction and operation of the Project.
2. The direct, indirect, and cumulative impacts in the County of the Project.
3. In the event a monitoring or mitigation plan is required for any aspect of the Project, the Board shall consider proposals submitted by the Applicant as to how such plans may be limited as to the term or length of implementation and which substantive requirements may be waived or revised over time.

Impacts Within the County. One concern that emerges in the context of virtually all 1041 regulations in Colorado is the extent to which requirements imposed in a 1041 permit extend beyond the boundaries of a particular jurisdiction. For example, one portion of the draft Park County 1041 regulations at section 323 requires submission of a description of "water conservation and efficiency techniques that the Project will utilize …."

To avoid any suggestion that Park County maintains the authority to impose water conservation requirements in areas outside the boundaries of the County, we recommend the following revisions to section 323:

323. Efficient Utilization of Project Required as Part of the Application

A description of water conservation and efficiency techniques within the County that the Project will utilize, including water use, recycling, and reuse technology that will be deployed within the County, if any.

Similarly, we recommend the following revision to the definition of IMPACT AREA, again to ensure that the impacts being considered are those within the County:

IMPACT AREA. Those geographic areas within the County in which any impacts are likely to be caused by the Project.

With that concept in mind, then, we provide revisions throughout the draft regulations that clarify the concept. As one example only, we recommend this revision to section 322:

322. Existing Domestic Water and Sewage Treatment Systems and Municipal and Industrial Water Projects Required as Part of the Application

An assessment of whether the Project will result in the proper utilization of existing and proposed facilities and systems within the County, including those that perform the same or related function as the Project, including:

A. Map and description of existing Domestic Water and Sewage Treatment Systems and Municipal and Industrial Water Projects serving the County that are in the area to be served by the Project, including their capacity and existing service levels and reasons for and against hooking on to those facilities.

B. If the Project is a replacement or expansion of an existing system serving the County, explanation of the necessity of replacement or expansion.

C. Map and description of water and/or management agencies within the County in the area to be served by the Project reasons for and against consolidation with those agencies.

Contracts with entities to serve water. Utilities will provide water solely to entities outside Park County. To avoid interference with Utilities' contracts and agreements with such entities, we recommend the following revision to Section 305:

305. Technical and Financial Feasibility Required as Part of the Application

A description of the technical and financial feasibility of the Project, including:

A. The estimated construction costs and period of construction for each phase or component of the Project

B. The estimated mitigation costs for the Project.

C. A description of the persons or entity(ies) who will pay for or use the Project and/or services produced by the Project.

D. For Projects that will serve water to the County, details of any contract or agreement to serve water.

E. For Projects that will serve water outside the County, a description of the area to be served and a general description of the contracts or agreements with entities to serve water; provided that copies of such contracts or agreements shall not be required for submission with the application for the Project.

F. Documentation of financial and technical capabilities of the person(s) and/or entity(ies) proposing the Project to demonstrate that the Project will be completed in a reasonable length of time and will comply with County requirements.

Major or Minor Permit Review. We recommend revisions that would provide an option for Major or Minor Permit Review. Our recommendation revisions are similar to the provisions at section 2.103 in the **Bent County 1041 regulations** that can be accessed at this website: https://cms3.revize.com/revize/bentcounty/Final%20Amended%20Bent%20County%201041%20Regulations%20-%206-29-21.pdf

201. Permit or FONSI Required

A. Any person requesting to conduct a Domestic Treatment Plant or a Municipal or Industrial Water Project wholly or partially within the County, whether on public or private land, must first obtain a Permit or a Finding of No Significant Impact from the Board.

B. A Project cannot be phased or segmented to avoid the requirements of these Regulations. All phases or elements of the Project must be part of the permit application.

C. The County shall not issue a building permit for a Domestic Treatment System or Water Project until the County has issued a Permit for such activities.

D. Prior to deciding to issue a Finding of No Significant Impact or to require a permit for the Project, the Manager and/or the Board shall inform the project proponent as to which of the standards in Article 4 of these Regulations are applicable to the Project.

E. Major or Minor Permit Review. The Manager shall determine whether the Project will be subject to the provisions herein for Major or Minor Permit Review.

1. Major Permit Review. Major Permit Review is required if (a) the Project is likely to have significant adverse impacts in relation to two (2) or more categories of standards as described herein; or (b) the Project is determined to have severe adverse impacts in any one (1) category of standards as described in Article 4 of these Regulations. Notwithstanding the foregoing provisions, the Manager, in their discretion, may determine that other circumstances exist which do not warrant Major Permit Review.

2. Minor Permit Review. Minor Permit Review is authorized if the Manager so determines; provided that the Manager identifies the submittal requirements for the application for a Permit as well as the permit approval standards provided in Article 4 of these Regulations that are

applicable for the Project. Any application submittal requirements and approval standards that are not expressly identified by the Manager shall be waived for purposes of the Minor Permit Review process.

Interpretation with Other Local, State, and Federal Requirements. Based, again in part, on the Bent County 1041 regulations, we recommend the following self-explanatory revisions to section 110 of the Park County regulations focusing on permit reviews by other agencies:

E. Review or approval of a Municipal or Industrial Water Project by federal, state, or other county, or local agencies does not obviate, and will not substitute for, the need to obtain a Permit for such Project pursuant to these Regulations.

1. However, where in the opinion of the Board, federal, state, or other county, or local agencies' review and approval processes and determinations adequately address the impacts that these Regulations are designed to address, the Board may agree to rely on all or any portion of such other agencies' review and approval processes and determinations.

2. Any applicant for a Permit pursuant to these Regulations that is also subject to the regulations of federal, state, or other county, or local agencies may request that the Park County application and review process be coordinated with that of other agencies.

3. The County will use best efforts to eliminate redundant application submittal requirements and will use best efforts to coordinate its review of the application with that of other agencies as appropriate.

4. To the extent practicable and appropriate, the County will also use best efforts to coordinate the terms and conditions of any approval with that of other agencies.

Mitigation. We recommend the addition of a definition or MITIGATION.

MITIGATION. Actions or measures to reduce, minimize, eliminate, or outweigh significant adverse impacts of the Project within the County related to the standards and requirements of these Regulations.

Articles 5 through 8. Finally, we recommend revisions to Articles 5 through 8 that are self-explanatory.

Colorado Springs Utilities

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CONCLUSION

Thank you for the opportunity to recommend revisions to the Park County draft 1041 regulations. We look forward to working with you to finalize the changes.

If you have any questions, or if you seek clarification of our recommendations, please contact us at your convenience.

Sincerely,

Kim Gortz
Manager, Water Resources Management
Colorado Springs Utilities

From: Jerry Shands
To: Park County Administration
Subject: Comments for Proposed changes for Draft 1041 Water Regulations
Date: Tuesday, February 17, 2026 7:54:57 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Thanks to the Park County Board of Commissioners and others for reading and considering an exemption to the 1041 Water Regulations for small public water supply systems totally in Park County.

My name is Jerry Shands, I live in Park County full time in the Redhill Forest, Property Owners Mutual Water And Cattle Association (POMWACA) HOA. The HOA was begun in 1977 by a developer that felt it was important all 581 platted lots had access to potable water, electricity and lots big enough for onsite sewage disposal systems. The HOA has a great water system meeting all drinking water standards. The HOA water system now serves 170+ dwellings with a total of 220 metered connections. All lots have now been sold and under private ownership. The Community Water System is owned by the HOA and managed by a very active Water Committee of which I am the Chairman. The HOA has contracted with the same qualified operator for 25 years meeting CDPHE testing standards and requirements.

I managed State and National training programs for small water/wastewater system Managers, Board Members and System Personnel in all 50 States for 18 years and managed Rural Water Systems serving unincorporated areas for 15 years. I have an excellent understanding of the utility industry and believe there's a great need for regulations like the 1041 Water Regulations to protect State Interests and provide Park County protection they may not otherwise have and I have never seen County Commissioner's do anything but help small water systems in their County. Redhill Forest will need Upgrades to existing facilities that are required maintenance or otherwise required by federal or state regulations, including repairing and/or replacing old or outdated equipment, or installing new equipment for more capacity.

The HOA is highly regulated by the Colorado Department of Public Health and Environment that requires permits, reports, qualified personnel, engineering and approval of proposed changes or projects, strict water quality meeting all state and federal drinking water requirements and proper waste disposal. The CDPHE does onsite Sanitary Survey inspections to insure adherence to the regulations. The HOA restrictions imposed by the developer only allow for water service in the platted development and the neighboring Trout Creek Ranch where the HOA's wells are located. The HOA has sufficient water rights for continued future building of

dwellings and will not extend waterlines to other areas within or outside of Park County.

102. Purpose and Intent - Proposed 1041

These Regulations are intended to protect the health, safety, and general welfare of the
public, and to protect the environment of Park County from adverse impacts through
requirements that apply to the construction and operation of Domestic Water and Sewage
Treatment Systems, Municipal Water Projects, Industrial Water Projects, and extensions
thereof, as those terms are defined herein.

The Redhill Forest HOA meets the purpose and intent of the 1041 regulations by complying with the Colorado Department of Public Health and Environment regulations and should not be required to obtain a Permit or a Finding of No Significant Impact from the Park County BOCC. This would add extra cost and delays in completing projects already properly engineered and approved by the CDPHE.

The Redhill Forest HOA water system should be given consideration for exemption to the permit process and the Finding of No Significant Impact process of the 1041 Water Regulations. The owners of lots in Redhill Forest pay all cost of expanding the water system without impacting Park County Citizens. Park County Commissioner's, please do not support 1041 to create additional cost, applications, engineering or time to maintain and improve the Redhill Forest Water System. Please consider the following, or similar descriptive language, added in blue to the definition of A MAJOR EXTENSION OF AN EXISTING DOMESTIC WATER

TREATMENT SYSTEM or writing an exemption that would describe/include small public water systems like Redhill Forest for the proposed final draft of the 1041 Water Regulations and consideration for approval by the BOCC, approximately March 17, 2026.

The existing definition of Major doesn't really describe anything major.

MAJOR EXTENSION OF AN EXISTING DOMESTIC GROUNDWATER, WATER TREATMENT SYSTEM. The increase in or expansion of existing domestic water service capacity with waterlines larger than 10" and a water treatment capacity more than 50,000 gallons per day (gpd) or a single storage tank capacity of more than 75,000 gallons with a design capacity of 15 or more service connections and all related components, or the equivalent thereof located totally in an unincorporated area in an approved platted subdivision located totally in Park County.

Other Research found that states purposes of 1041-

Colorado 1041 regulations (named for House Bill 74-1041) empower local governments to review, condition, or deny major development projects of state interest, such as pipelines, power plants, or highways
. They exist to protect local infrastructure, natural resources, and communities from external impacts while ensuring projects comply with local land-use goals.

From: The Michele
To: Park County Administration
Subject: DRAFT 1041 REGULATIONS
Date: Tuesday, February 10, 2026 5:05:08 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I welcome review and management of Park County water resources.

I suggest this document be revised to include a brief summary abstract at the beginning of the document for the purpose of offering a clear, citable statement for transparency and public scrutiny purposes. One paragraph would be ideal.

Thank you,

Michele White

VP Financial Development
Pikes Peak Chapter of Trout Unlimited

[redacted]

March 2, 2026

Submitted by Email to: County.Administration@parkcountyco.gov

Re: Aurora Water Comments on Draft 1041 Regulations

Dear Park County Board and Staff:

Aurora Water values the opportunity to comment on Park County's February 2nd Public Review Draft 1041 Regulations ("draft regulations") applicable to certain water projects in Park County. Aurora Water appreciates the County's efforts to update the 1041 Water Regulations but is concerned that several provisions differ substantially from the current Park County 1041 Water Regulations, as well as the more recently adopted 1041 Mineral Regulations, which appear to be very consistent with the State model for 1041 regulations, and may unintentionally move away from the cooperative and adaptive—yet protective—approach that we understand typically guides Park County's permitting. We look forward to reviewing a revised draft of the regulations that reflects stakeholder input prior to the March 17, 2026 hearing.

Aurora Water's primary concerns with the draft regulations are that they:

1. Introduce new, subjective standards for approval, namely "best complies" and "least detrimental."
2. Remove the "Net Effect" standard present in the current regulations, suggesting that mitigation cannot be factored into the Board's determination that a criteria or standard is met.
3. Impose onerous and impractical requirements that a 1041 permit application include eighteen (18) Mitigation and/or Monitoring Plans.
4. Impose NEPA-like requirements for an applicant to identify alternatives to their proposed project, but unlike NEPA does not relate those alternatives to the applicant's need, raising uncertainty for applicants about the Board's authority to prefer an alternative project to the one proposed by the applicant.
5. Require the evaluation of "Impacts" and an "Impact Area" that appear to extend outside of Park County's jurisdiction and go beyond recent federal case law and agency guidance revisions for evaluating impacts under NEPA.

6. May not clearly permit the Board to condition an approval, including to address appropriate sequencing with other Park County and federal or state agency approvals and construction planning.

We have organized our comments in two parts: first, overarching and otherwise general comments that apply broadly to the draft regulations are in this cover letter, and second, a bullet list addressing specific provisions and with some specific recommendations for alternative language.

General Comments

1. **Introduces new, subjective standards for approval, namely "best complies" and "least detrimental."**

One of our primary concerns about the draft regulations is the extent to which they depart from the current regulations in terms of the proposed scope of the County's regulatory reach and the new and largely subjective standards of approval. Under the *current* regulations, an applicant must "demonstrate[] that the net effect of the proposed project, as evaluated after implementation of all mitigation measures, will comply with the [list of 20 objective criteria]." (See 3-101(1)(a-t)). In addition, for water projects, "the project shall emphasize the most efficient use of water, including, to the extent permissible under existing law, the recycling and reuse of water." (See 3-201(1)(a)). Under the *draft* regulations, that approval standard would be replaced with: "The Board may approve the application if it complies with [about 30 criteria]," including that "the Project represents the alternative that best complies with these Regulations and is the least detrimental practicable alternative." (See 401 through 433).

The new overall approval standard that the proposed project "represents the alternative that best complies with these Regulations and is the least detrimental practicable alternative" is unclear and uncertain in scope and application. For one, the term "best" is not defined and does not identify the benchmark against which the standard is measured, rendering it entirely subjective. "Best" without a legally sufficient clear definition inherently introduces unnecessary and inappropriate subjectivity into the application review process. We recommend that the requirement for an applicant to demonstrate the "best" project be removed from the draft regulations.

Additionally, requiring a slate of alternatives in order for the County to identify the "least detrimental" is suggestive of the federal government's approach to environmental review for federal permitting under the National Environmental Policy Act (NEPA). It indicates that the County would have the authority to select an alternative not favored or requested by the applicant. We further address the issue of alternatives is section 4 below.

2. **Removes the "Net Effect" standard present in the current regulations, suggesting that mitigation cannot be factored into the Board's determination that a criteria or standard is met.**

The approval criteria in the current Park County 1041 Water Regulations and 1041 Mineral Resource Regulations (adopted in 2020) allow the applicant and the County to determine whether the "net effect" of the proposed project on County resources and interests is too significant for approval. In the current water regulations, "Net Effect" is defined as "the impact of an action after mitigation." In the proposed regulations, the concept of net effect is entirely absent. We question the rationale for such a significant departure from the standards in current water project regulation and the relatively recently adopted mineral resource area regulations. Including the "net effect" standard clarifies that a project may meet criteria with mitigation and is a critical concept for effective implementation of 1041 permitting.

Also, while mitigation is referenced in the context of mitigation plans and monitoring in Article 3, the draft regulations do not define "mitigation," nor do they expressly allow mitigation to factor into the County's approval of the project. Under the draft regulations the Board's approval requires the applicant to demonstrate, for most resources and interests, that the project will not "significantly deteriorate" or "degrade" resources, meaning any significant deterioration or degradation would not meet the criteria and thus the applicant's project could be denied despite opportunities for mitigation to adequately address impacts to the County's resources and interests. Reinstating the clear and comprehensive definition of "mitigation" from the current regulations will help clarify that mitigation is allowed to establish that approval criteria are met.

Also as with the current regulations, we recommend that the draft regulations at Article 4 be modified to clarify that impacts are evaluated after implementation of mitigation measures (i.e., "net effects") for purposes of determining whether the application meets the approval criteria. Also as with the current regulations, we recommend that the proposed regulations be modified to expressly allow the Board to approve a project where mitigation adequately addresses impacts on resources and interests in Park County. The current regulations are clear on this point and state: "A permit application [] may be approved if the applicant demonstrates that the net effect of the proposed project, as evaluated after implementation of all mitigation measures, will comply with the following criteria." (See 3-101). We support retention of this clear and appropriate standard of approval.

3. **Imposes onerous and impractical requirements that a 1041 permit application include at least eighteen (18) Mitigation and/or Monitoring Plans.**

The proposed regulations include a mandatory requirement for the applicant to provide Mitigation and Monitoring Plans for most resources. However, a resource assessment may indicate that mitigation is not necessary, so the mandatory requirement would be unnecessary and impractical in those cases. Also, the submission and review of Mitigation and Monitoring Plans (or just a Mitigation Plan for some resources) addressing eighteen or more resources could be onerous for the applicant to prepare and the County to review.

We recommend minimizing the administrative burden on both the County and the applicant with the following proposed revisions, which would accomplish the goal of protecting these resources. Wherever the regulations reference requirements for Mitigation and Monitoring Plans (or just a Mitigation Plan for some resources), we recommend the draft regulations incorporate a general statement to clarify that, "Where net effects are substantial and adverse, and are not regulated under a separate state or federal statute(s), a Mitigation and Monitoring Plan (or just Mitigation Plan) will be provided. At the County's discretion, these requirements may be addressed as conditions of approval instead of as part of the permit application."

4. **Imposes NEPA-like requirements for an applicant to identify alternatives to their proposed project, but unlike NEPA does not relate those alternatives to the applicant's need, raising uncertainty for applicants about the Board's authority to prefer an alternative project to the one proposed by the applicant.**

The proposed requirement for an applicant to provide the County alternatives to the project, and to demonstrate that the proposed alternative is the "least detrimental," is a new concept for water project approvals in Park County, and based on our knowledge, in the state. While the scope and purpose of identifying alternatives might be assumed, the draft regulations do not explain how this requirement would be applied other than the project must be the "least detrimental." How does an applicant demonstrate the proposed project is the "least detrimental" of practicable alternatives? Does this mean alternatives to the proposed project? Or does it mean alternatives of the proposed project? Alternatives proposed by others? One reference to alternatives in the draft regulations suggests it is referring to alternatives of or "for" the project in the context of information for the pre-application meeting. See 203(C)(8).

The draft regulation's references and proposed approaches to alternatives are unclear and may lead to confusion. As we understand the 1041 powers at C.R.S. Title 24, Article 65.1, consideration of alternatives to the proposed project is not contemplated and there is no statutory requirement that the County consider alternatives to the applicant's proposed project. We agree however, that alternatives of or for the project are an appropriate subject

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of the County's 1041permitting process to ensure the project meets applicable criteria and standards.

In addition, the proposed requirement to compare the proposed project to other options suggests that the Board could prefer an alternative to the proposed project and deny the applicant's proposed project on that basis. Especially when combined with the absence of clear authority to approve a mitigated project (see sections 2 and 3 above), this requirement may create significant uncertainty regarding the pathway to Board approval.

We recommend that the new subjective "least detrimental" requirement be removed from the draft regulation. As with Park County's existing 1041 regulations for water and minerals projects, if the project otherwise meets the objective criteria (with or without mitigation), it ought to be approved by the Board.

Also, given the ambiguities around identifying alternatives and the "least detrimental" of them, it is also concerning that the draft regulations do not allow for consideration of project need. The current regulations include a requirement for the application to include "[t]he need for the proposed project in the County, particularly in relation to existing and/or permitted facilities which perform a function similar or identical to that of the proposed project." (See 2-206(3)). Applicants should have the opportunity to provide a rationale for the proposed project in the County that the Board factors into its final decision.

We recommend that the draft regulations reinstate the current regulation's "need" factors so the applicant can present the purpose and need for its project in Park County and the Board can make its decision in the context of that rationale. We also recommend that the consideration of alternatives to the proposed project—as opposed to alternatives of the proposed project—be removed from the draft regulations. However, if the requirement for the consideration of alternatives to the proposed project is retained in the draft regulations, the nature, scope, extent, and purpose for considering alternatives must be clarified so the applicant can have some certainty that the Board will not act on a preference for an alternative that the applicant rejected in its own discretion.

5. **Requires the evaluation of "Impacts" and an "Impact Area" that appear to extend outside of Park County's jurisdiction and go beyond current NEPA requirements for the scope of analysis of impacts.**

In addition, the draft regulations do not expressly define the geographic extent of Park County's jurisdiction. However, the proposed definitions of "Impacts," the "Impact Area," as well as the overall approval standard and specific approval criteria indicate that Park County's review and jurisdiction under the draft regulations could extend outside of Park County. This is a major departure from Park County's current regulations, which limits the

impact area analysis to Park County unless another political subdivision enters a cooperative agreement to address impacts in both counties. (See current definition of "Impact Area").

The Department of Local Affairs ("DOLA") model 1041 regulations indicate in multiple references that the 1041 regulations should apply within the geographic jurisdiction of a county. State 1041 statutory powers similarly suggest that the powers apply within the relevant county rather than an impact area of the scope and scale that would be authorized if the draft regulations were adopted. We recommend that the draft regulations contain clear limits on the Board's 1041 geographic jurisdiction within Park County consistent with current Park County regulations, statutory authority, and state guidance.

The proposed definition of "Impact" also incorporates a requirement for applicants to identify indirect and cumulative impacts beyond Park County which goes well beyond the definition of "Impact" in the current regulations (and, incidentally, the NEPA effects analysis after the U.S. Supreme Court's *Seven Counties* decision). We recommend that the definition of "Impact" be limited to direct effects versus requiring an analysis of more remote indirect and cumulative effects. Limiting the analysis to direct effects in the County is appropriate, reduces time and cost for the applicant and the County, and typically would not affect the outcome of a 1041 approval.

6. **May not clearly permit the Board to condition an approval, including to address appropriate sequencing with other Park County and federal or state agency approvals and construction planning.**

The draft regulations may not clearly allow Board approval to be conditioned in ways that may make sense for the applicant and the County in terms of sequencing other permits and approvals, as well as construction activities. The current regulations provide clear authority for the Board to condition an approval: "If the applicant fails to meet any one of the applicable requirements, the permit may either be approved with conditions to ensure compliance with such requirements, or it shall be denied." (See 2-301(2)). We also recommend that draft regulation section 211(B)(3) be revised to clarify that the Board may approve an application with conditions using clear language like the current regulations. We understand that is likely the intent of that draft provision.

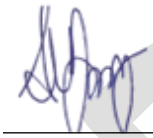
Further, unless waived by the County as "not relevant," the draft regulations would condition the Manager's application completeness determination on the inclusion of several plans and other project information in the application for 1041 approval that would typically be available later in the project planning phase and/or prepared for other agencies later than the 1041 application phase. (See 301(A)). First, we recommend that the "not

relevant" standard for waivers be changed to a more discretionary "not necessary" standard because any information regarding a project's impacts would be relevant and that waiver standard may never be met.

Regarding relevant project plans and approvals that would typically be available later, these include, for example, monthly operations plans (303.D.), mitigation or permit conditions imposed by other agencies (304.C.), documentation of necessary property rights (304.E.), stormwater management plan (312), erosion and sediment control plan (313), and detailed road improvements and maintenance plan (324). To allow appropriate sequencing of planning, design, and the related County, state and any federal approvals, we recommend that the draft regulations contain clear discretion both for (1) the Manager to deem the application complete without certain final plans and designs and (2) the Board to condition its 1041 approval on the availability of such final plans, designs, and other approvals prior to construction or operation of the project as relevant. We have included several recommendations to address appropriate timing and sequencing in our specific comments.

Please refer to our detailed comments listed below. Again, thank you for the opportunity to provide feedback on the draft regulations. We sincerely hope that our comments are constructive and will inform a new Park County 1041 Water Regulations that work well for both the Board and applicants.

Sincerely,



Sarah Young, PE
Assistant General Manager, Aurora Water

cc Lucas Meyer, Park County Manager

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Aurora Water Review Comments to February 2, 2026, Draft Park County Regulations for Domestic Water and Sewage Treatment Systems and Municipal and Industrial Water Projects

This document contains Aurora Water's section-specific comments to the Public Review Draft of the Park County Regulations for Domestic Water and Sewage Treatment Systems and Municipal and Industrial Water Projects dated February 2, 2026.

- **105.B. Designated Matters of State Interest** – It is unclear whether the permit requirement would apply only to operational efficiency, or also to development and construction activities. We recommend "efficient utilization of" be stricken from this provision. In the current regulations, "efficient use" is a criterion of approval.

  The revised text would read: "105.B. Municipal and industrial water projects and extensions thereof ("Municipal and Industrial Water Projects")."

- **106. Permit Required to Conduct Designated Matters of State Interest** – We recommend striking "operation" to keep with the language and intent of the current 1041 Water Regulation and suggest replacing it with "development."

  The revised text would read: "106. Permit Required to Conduct Designated Matters of State Interest No person may engage in the construction or development of…."

- **108. Exemptions from Park County Regulations** – Given the scope of these regulations and potential overlap with other Park County regulations and required approvals, we suggest adding Mineral Resource Area 1041, Location and Extent, Wetland Special Use and Article VII of Land Use Code regulations to the list of exemptions, or alternatively, include provisions in the draft regulations indicating how those additional approvals can be integrated with 1041 water project approval.

- **110.C. Interpretation with Other Local, State, and Federal Requirements** – Suggest adding the word "activities" after the word "Other than" and adding the word "as" between the words "exempted" and "provided" (if that was what was intended).

  The revised text would read "C. Other than activities expressly exempted as provided in Section 108 and 109, these Regulations do not exempt any activity from any other County or local, state, or federal requirements."

- **111. Definitions** – Suggest definition modifications as follows:

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- Refine IMPACT to: Any significant alteration or significant change to the natural or human environment in Park County resulting from activity or development.
- Refine IMPACT AREA to: Those geographic areas in Park County in which any Impacts are likely to be caused by the Project.
- Retain MITIGATION definition from current regulations
- Since PROJECT would replace PROPOSED PROJECT from the current regulations, refine PROJECT to add "including MITIGATION."

- **201.B. Permit or FONSI Required** – To allow consideration for appropriate sequencing, we recommend the following language be added to 201.B.: "The County, at its discretion, may approve minor project phases (e.g., roadway changes, construction of water pipelines, development of staging yards) to be completed ahead of 1041 Permit approval through other County permitting processes (e.g., Right of Way Activity Permits, Utility Work Permits, Temporary Use Permits)."

- **203. Pre-Application Conference** –
  - 203.B.4. We suggest that the waiver standard be changed from "not relevant" to "not necessary." Material may be relevant, but not necessary for a Board decision. See conforming suggestion for 301.A.2.
  - 203.C. Include the words "to the extent available" after the word "Manager." Some of the listed items will not be available when the applicant submits the pre-application materials.
  - 203.C.6. Add "approximate" before "location of proposed"...
  - 203.C.8. Delete subjective standards and revise subsection to: "Description of the alternatives that were considered for the Project and how the Project complies with these regulations."
- **207. Completeness Determination on Permit Application** – We recommend inclusion of timelines similar to other jurisdictions like the following:
  - Insert after 207.B: "Within seven to fourteen days (depending on the complexity of a project), the Manager will determine application completeness or request additional information from the applicant. Timeline to be determined at the pre-application meeting.

- **208.A. Board Hearing Scheduled and Notice Published** – We recommend a time frame on the hearing date after the completeness determination.

  - Insert after the period: "The date of the public hearing shall be no more than ninety (90) days after the Manager has determined that the application is complete."

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- **209. Referral of Application Suggest** – We recommend adding a timeline here similar to other agencies: "Referral agencies shall provide referral comments within twenty (20) days of referral receipt, or it is assumed that the agency has no objection to the proposed project."

- **211.B.3. Board Public Hearing and Permit Decision** – We suggest language as follows: After "may issue a" insert "conditional" and after "conditions" insert ", including mitigation,".

- **212. Form of Board Decision** – We recommend that the regulations state that the resolution will be signed at the next regular Board meeting following the public hearing.

- **301.A.2. Application Materials Generally** – We suggest that the waiver standard be changed from "not relevant" to "not necessary." Material may relevant, but not necessary to a Board decision. Same suggestion was made for 203.B.4.

  The revised text would read: "…the material is not necessary to a determination as to whether the application satisfies the Permit Approval Standards in these Regulations."

- **302. Application Fee** – Compared to other jurisdictions, these application fees are high. Recommend applying a sliding scale of Application Fees based on project complexity, or in lieu of calling this an application fee, add a required commitment for the applicant to enter into a cost recovery agreement with the County.

- **302. Application Information** – Please clarify what is meant by the "owner of the Project" and "Project owner" and that it is not synonymous with, or intended to imply, landowner.

- **303. Project Information** –
    - 303.B&C. We recommend including the word "schematic" ahead of engineering design drawings to reflect the appropriate level of design for the 1041 approval application phase.
    - 303.D. The operation of most water projects will vary by month, annually depending on local applicant weather, snowpack and other operational constraints (i.e., outages or other things beyond the applicant's control). Recommend deleting "including the rate and amount of water estimated to be stored, pumped, diverted, and/or released by the Project during each month" or replacing the words "each month" with "generally." In addition, we recommend the last sentence be specific to those facilities in Park County.

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- **304. Property Rights, Permits, and Other Approvals** – We recommend:
    - 304.A. – a second sentence stating that other state and federal approvals are not a condition for application completeness but may be incorporated as conditions of approval.
    - 304.C. – the following language from the DOLA model regulations: "An applicant may request that the county application and review process be coordinated with the applicable state or federal agency review process. If so requested, the county will eliminate redundant application submittal requirements and will coordinate its review of the application with that of other agencies."
    - 304.E. – changing to the following: "Description of the property rights, easements and rights-of-way necessary for the Project. Any property rights not in place at the time of application are not a condition for application completeness but may be required as a condition of approval."
- **305.B. Technical and Financial Feasibility** – We recommend revising to "The estimated mitigation costs for the Project if known at the time of application."
- **306. Surface Water Quality and Quantity Assessment** – We recommend:
    - 306.A.3. deleting these requirements. The scope of this item would require an applicant to engage in extensive research unrelated to the proposed water project in Park County.
    - 306.A.5. add "in Park County" to the end of this item.
    - 306.A.6. delete this requirement as any water project in Park County would be required to comply with existing water quality regulations through CDPHE standards and permitting.
    - 306.B. replace with water quantity and quality impacts in the current regulations which require description of net effects to:

(a) Changes in patterns of water circulation, depth, water fluctuation, velocity, flow and temperature.

(b) Changes to the substrate.

(c) Increases in or changes to extent and persistence of levels of suspended particulates.

(d) Changes in clarity, odor, color or taste of water.

(e) Changes in levels of man-made or naturally occurring pollutants.

    - 306.C. delete this requirement as mitigation and monitoring, if needed, would be required by CDPHE and CPW under Colorado state statutes. Optionally, a sentence could be added "The mitigation and monitoring plan

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may refer to a mitigation and monitoring plan as required by applicable state or federal law."

- **308.C. Floodplains, Wetlands, and Riparian Areas Assessment** – We recommend deleting this requirement as mitigation and monitoring, if needed, would be required by USACE or CDPHE under the Clean Water Act or Regulation 87.
- **309. Wildlife and Wildlife Habitat Assessment** – In 309.A. we recommend deleting the requirement that an applicant consult with CPW in developing portions of the permit application. CPW is not staffed to support individual project consultation, nor do any state statutes define a consultation process with CPW. Regardless of any 1041 regulation, an applicant may contact CPW for input at their discretion. Per these regulations, the County may obtain input from CPW on a 1041 application by referring the application to CPW at their discretion.
    - In 309.D. we recommend making this item consistent with suggestions provided for 306 and 308.
- **312. Stormwater Management Plan** – A stormwater management plan is typically prepared prior to construction (after final design and construction plans) as part of the CDPHE construction stormwater permit. A stormwater management plan is not typically prepared for the 1041 permit application phase. Recommend deleting this requirement. The County can request documentation that a project has obtained required stormwater permits from CPDHE as a condition of approval at the County's discretion.
- **313. Erosion and Sediment Control Plan** – An erosion and sediment control plan (typically combined with a stormwater management plan) is typically prepared prior to construction (after final design and construction plans) as part of the CDPHE construction stormwater permit. Recommend combining with item 312 and removing as an application requirement with the understanding that the County can include as a condition of approval.
- **315.C. Visual Quality Assessment** – We recommend deleting 315.C. The County has discretion to include project-specific conditions of approval if necessary at their discretion. It is unlikely to be feasible that all visible changes from a project can be mitigated.
- **317.C. Land Use Patterns Assessment** – We recommend deleting 317.C. The County has discretion to include project-specific conditions of approval if necessary at their discretion. Adverse impacts to county land use patterns are better evaluated by County staff than by an applicant.

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- **318.C. Housing Assessment** – We recommend deleting 318.C. The County has discretion to include project-specific conditions of approval if necessary at their discretion. Adverse impacts to housing are better evaluated by County staff than by an applicant.

- **320.C. Public Services and Facilities Assessment** – We recommend deleting 320.C. The County has discretion to include project-specific conditions of approval if necessary at the County's discretion. Adverse impacts to public services and facilities are better evaluated by County staff than by an applicant.

- **324. Road Improvements and Maintenance Plan** – We recommend adding the word "preliminary" ahead of "plan for improvements" as final design is typically not complete at the time of application.
    - This would read, "In addition to access or road use permits that may be required from the County, a preliminary plan for improvements and…"

- **326. Emergency Preparedness and Response Plan** – We recommend this be revised to request a draft plan. The design and construction methodologies would need to be finalized ahead of the final EPRP and this level of detail is often unknown at the time permit application. An applicant may work with local agencies to finalize a plan as appropriate to meet County needs and requirements.

- **329.A.2 Agriculture and Grazing Assessment** – We recommend deleting "indirect."

- **330.A. Recreation and Tourism Assessment** -- We recommend deleting the words "and potential" before "…recreational and tourism…" as the applicant cannot sufficiently speculate what the potential recreation and tourism might be for any given location.

- **331.C. Assessment of areas of geological, paleontological, ecological and/or archeological significance** – We recommend deleting this requirement as mitigation for cultural resources, if needed, would be required by a federal agency under the National Historic Preservation Act for projects with any federal nexus. Optionally, a sentence could be added "The mitigation and monitoring plan may refer to a mitigation and monitoring plan as required by applicable state or federal law."

- **332. Alternatives Analysis** – We recommend deleting this requirement, see General Comments.

DRAFT

- **401.C.2.General Considerations** -- We recommend that this consideration be limited to direct impacts in Park County. See General Comments.

- **402. Necessary Property Rights, Permits, and Approvals** – We recommend changing to the following: "Any necessary property rights not in place at the time of application will be required prior to construction on that property." If an applicant does not own all required land rights at the time of the application, this change allows the landowners time to negotiate in good faith with an applicant while still maintaining the requirement that all required land rights be in place before work begins on an affected property.

- **404. Impairment of Property Rights** - We recommend clarification that this standard does not apply to the private property involved in the project and also which "private property rights" cannot be adversely impacted. Also, we recommend overall clarification that the Board may factor in mitigation in its determination of an application's compliance with the "will not have a significant adverse impact" standard and that adverse impacts can be mitigated as a condition of approval. See General Comments.

- **405, 406, 407, 408 and 409, 413, 414, 414, 416, 417, 418, 419, 425, 428, 429, 430, and 431**. We recommend overall clarification that the Board may factor in mitigation in its determination of an application's compliance with the "will not significantly deteriorate" standard and that adverse impacts can be mitigated as a condition of approval. See General Comments.

- **420. Capacity of the Area to Sustain Development** – The term "financial and environmental capacity of the area" and what is sustainable are vague and undefined. We recommend removing this standard, or at a minimum, revising it to recite an applicable objective standard and methodology.

- **424.B. Road Improvements and Maintenance** – We recommend adding the words "as a condition of approval" before "the owner will enter into…"

- **426. Emergency Preparedness and Response** – See comment pertaining to Section 326 and recommend a Final EPRP as a condition of approval.

DRAFT

- **427. Hazardous Materials** – See comment pertaining to Section 327 and recommend a Final HMMP as a condition of approval.

- **432. Best Alternative** – We recommend deleting. see General Comments re: "best" standard.

- **502.A. Term of Permit** – We recommend that "for the life of the project" be added as a potential term to avoid potential issues of an "indefinite" term.
    - 502.B. We recommend that the last clause be replaced with a County action subject to hearing and Board approval. Voiding the permit without notice or an opportunity to amend the approved schedule is a severe remedy that does not consider "acts of god" or other valid reasons for construction delays.

- **505.B. and C. Technical Revisions and Permit Amendment** -- We recommend that either Technical Amendment or Technical Revision be used, but not both. Neither is a defined term.

- **602.A.1. Amount of Guarantee** – This proposal is concerning because it relates environmental restoration costs to the Impact Area, which appears to include areas outside of Park County. Also, the standard "necessary to protect public health, safety, welfare, and the environment" is vague. To avoid confusion and uncertainty, we recommend retaining the current regulation standard of "a condition acceptable to the County in accordance with standards adopted by the County for the matter of state interest for which the permit is being granted." (See 2-303(3)(a)).

- **604. Release of Guarantee** – We support the addition of provisions that allow the financial security to be released in phases or partially. We recommend the regulations also include a provision in 602 or 603 that expressly allows an applicant to provide financial security in part and based on phasing as appropriate for the project.

- **704. Inspection** – Due to the safety concerns around high hazard dams, it is recommended that inspections of high hazard dams require a project operator to be present.

DRAFT

From:	Badger, Rachel
To:	Park County Administration
Subject:	Park County "Water Project 1041 Regulations" - Denver Water comment letter
Date:	Friday, February 27, 2026 7:15:40 PM
Attachments:	20260227 DenverWater comment ltr_ParkCounty1041regs.pdf

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CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Park County Commissioners –

Denver Water respectfully submits the attached comment letter in response to Park County's process to revise regulations applicable to domestic water and wastewater projects and municipal and industrial water projects wholly or partially located in Park County ("Water Project 1041 Regulations").

Thank you – Rachel

Rachel Badger | Planning Manager [She, Her, Hers]
Denver Water | t: 303-628-6518 | c: 720-339-3663
1600 West 12th Ave, Denver, CO 80204
denverwater.org | denverwater.org/TAP



[Date: February 27, 2026]

TO: The Park County Board of Commissioners

FROM: Concerned Residents of Hartsel and Park County

RE: Formal Opposition to the Wild Horse South Reservoir Proposal and Associated Mining Operations

Dear Commissioners,

We are writing to you today to formally submit the attached signatures and voice our collective opposition to Aurora Water's pivot toward the **Wild Horse South Reservoir** alternative.

As the elected leaders of Park County, we look to you to protect the property rights and quality of life of your constituents against the overreach of a municipal government located 150 miles away. The "South" proposal represents a catastrophic shift in project scope that places an undue burden on our community for several reasons:

- **Secondary Displacement:** Having already cleared the original site of its residents, Aurora is now targeting a new group of landowners. This "rolling" use of eminent domain creates an atmosphere of perpetual instability for Hartsel residents.
- **The "Dust Bowl" Risk:** Aurora's plan to utilize the original reservoir site as a **surface pit mine** to harvest clay for the new dam is unacceptable. This operation would replace our natural landscape with a scarred industrial zone, creating significant dust pollution and further devaluing the surrounding properties.
- **A "Land Swap" Without Consent:** The proposal to swap residents from the new site onto the mined-out lands of the old site is an insult to the people who have built their lives here.
- **The Water Inequity Gap:** It is unconscionable that our land is being seized to provide water for Aurora's growth while Hartsel residents are forced to haul water in 250-gallon totes to survive.

We urge the Board of Commissioners to use every tool at its disposal—including **1041 land-use regulations** and formal protests during the BLM's NEPA review process—to

block this expansion. We request that the Board formally demand a **Social Impact Assessment** that accounts for the reality of rural water scarcity compared to Aurora's municipal usage.

We ask that you stand with Hartsel today to ensure that Park County is not treated as a mere extraction zone for the Front Range.

Respectfully submitted,

PETITION TO HALT ALL AURORA WATER RESERVOIR PROJECTS IN PARK COUNTY

TO: The Aurora City Council, the Park County Board of Commissioners, and the Bureau of Land Management (BLM) and **President Donald J. Trump.**

WHEREAS, the City of Aurora is currently attempting to pivot from the original Wild Horse Reservoir site to a new "South" alternative, demonstrating a lack of stable planning and a complete disregard for the private property rights of Park County residents; and

WHEREAS, these proposed reservoirs—including the original Wild Horse Reservoir and the newly proposed Wild Horse South Reservoir—are designed solely to provide emergency storage and drought resilience for a municipality 120 miles away, offering zero water security or infrastructure benefits to the residents of Hartsel; and

WHEREAS, Aurora Water intends to use previously seized lands at the original site as industrial "borrow areas" or surface mines to harvest materials for new dams, creating permanent environmental scars and air quality hazards for neighboring landowners; and

WHEREAS, there exists a profound and unjust "Water Divide" where Aurora markets itself as a leader in conservation while Hartsel residents are forced to haul water 250 gallons of water at a time to sustain their homes and families.

THEREFORE, the undersigned citizens and stakeholders demand an immediate and permanent halt to all Aurora Water reservoir construction and land acquisition in Park County, specifically:

1. **Rejection of the South Alternative:** We call on the BLM to issue a "No Action" alternative during the NEPA Environmental Impact Statement (EIS) process for the South site.
2. **Denial of 1041 Permits:** We urge the Park County Commissioners to exercise their 1041 land-use authority to deny all permits for water projects that do not provide a direct, reliable water supply to the impacted local community.

3. **Return of Seized Lands:** We demand that any lands acquired under the threat of eminent domain for the original Wild Horse site be offered back to the original owners or protected from industrial mining use.
4. **Moratorium on New Infrastructure:** We demand a moratorium on any new trans-basin water storage infrastructure in Park County until the water needs of Hartsel and the South Park basin are fully met and codified.

Signatory Information

PETITION TO HALT THE WILD HORSE SOUTH RESERVOIR PROJECT

TO: The Aurora City Council, Aurora Water, and the Bureau of Land Management (BLM) and **President Donald J.Trump**

WHEREAS, the City of Aurora has already acquired significant private property for the original Wild Horse Reservoir site under the pressure of eminent domain, only to now propose an "Alternate South" location that threatens an entirely new group of private landowners with displacement; and

WHEREAS, Aurora Water proposes a "land swap" scheme that treats residents as chess pieces, forcing them from their homes and offering land at the original site that is slated to become a surface pit mine for clay harvesting—leaving behind a "dust bowl" rather than a viable community; and

WHEREAS, the residents of Hartsel and greater Park County live under the most extreme water conservation conditions in the state, frequently hauling water 250 gallons at a time for basic survival, while this project seeks to seize their land to support municipal infrastructure 150 miles away; and

WHEREAS, the proposed project offers no tangible benefit to the quality of life, water security, or economic health of the Hartsel community.

THEREFORE, the undersigned citizens and stakeholders demand the following:

1. **Cease All Eminent Domain And Private Land Acquisition Proceedings:** An immediate halt to any efforts to seize private property and all private land acquisitions for the "South Alternative" site.
2. **Prioritization of Local Water Security:** That no federal or state permits be granted for the Wild Horse project until a comprehensive plan is established to provide reliable water access to the residents and landowners of Hartsel.

3. **Respect for Local Governance:** An end to the practice of a distant municipal government dictating the land use and property rights of rural Coloradans without their consent.

Signatory Information

Name (Printed)	Signature	Address / Property Owner Status	Date

From:	Abe Young
To:	Park County Administration
Subject:	Wild Horse Reservoir Formal Opposition
Date:	Thursday, February 26, 2026 10:10:50 PM
Attachments:	PETITION TO HALT THE WILD HORSE SOUTH RESERVOIR PROJECT.pdf Park County Board of Commissioners.pdf PETITION TO HALT ALL AURORA WATER RESERVOIR PROJECTS IN PARK COUNTY.pdf

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CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To whom it my concern

Please find attached a formal letter of opposition and two petitions regarding Aurora Water's practices in Hartsel, Colorado.

I request that you support your constituents by signing both petitions.

Furthermore, I ask that you consider implementing a moratorium on the 1041 land-use application submitted by Aurora Water.

Thank you for your time and consideration of this matter.

Best regards,

--

Abe Young
[redacted]

From: Abe Young
To: Park County Administration
Subject: Wild Horse South reservoir objection letter
Date: Wednesday, March 4, 2026 4:55:11 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To anyone

I am writing to express my concerns regarding the proposal to move the reservoir to the south location. Relocating the project is less beneficial to Hartsel, and the lack of comprehensive planning prior to the original land acquisitions has been disappointing.

Most concerning is the oversight regarding pumping requirements. It is difficult to understand how the head pressure for a pipeline originating from a mountain pass was not calculated during the initial stages. Furthermore, the process of acquiring personal property under the threat of eminent domain at the original site, only to offer land-swap deals to those at the south site, is unreasonable.

Hartsel requires clean, filtered drinking water filling stations. If this project serves as a "water savings account," then Hartsel should receive the interest in the form of these necessary filling stations, which Aurora must provide.

Additionally, the plan to harvest clay from the original site to support the south site is another example of poor planning. Given that Aurora will likely require another reservoir in the next 20 years, pillaging a viable reservoir site now is a short-sighted decision.

The lack of consistent infrastructure planning is deeply concerning.

Regards,

Abe Young

MONSON, CUMMINS, SHOHET & FARR, LLC

ATTORNEYS AT LAW

CHRISTOPHER D. CUMMINS*
DAVID M. SHOHET
RYAN W. FARR
W. JAMES TILTON
SEDONA E. CHAVEZ

Retired: STEVEN T. MONSON

TELEPHONE: (719) 471-1212
FAX: (719) 471-1234
www.cowaterlaw.com
dms@cowaterlaw.com

* *Also licensed in Wyoming*

March 11, 2026
Via Email Only

Board of County Commissioners, Park County
Attn: County.Administration@parkcountyco.gov

Re: Comments on the Draft 1041 Regulations

Dear County Commissioners:

On Behalf of the Headwater Authority of the South Platte ("HASP"), we provide you with the following comments to Park County's draft 1041 Regulations dated February 2, 2026:

1. HASP would encourage the County to consider adding express language to the revised 1041 Regulations that provides the County with the option to enter into an intergovernmental agreement ("IGA") with the State of Colorado or a political subdivision of the state, as defined by Section29-1-202(1), C.R.S., in lieu of a permit application and County review. The IGA shall be at the County's sole option and would need to meet several requirements, including satisfying the purpose and intent of the revised 1041 regulations. The IGA in lieu of a permit application and review, would provide the County with express authority to execute an IGA if an IGA would be appropriate in certain circumstances. The current language does not allow for an IGA in lieu of a permit application and County review, which is a common term and condition in many County 1041 Regulations. HASP would be happy to provide suggested language for the County's review if it indeed decides to consider adding such language to the draft 1041 Regulations.

2. HASP would encourage the County to consider an additional category of de minimis projects that do not require a FONSI finding. Such projects may include drilling a new municipal well, stream gauging, or water projects under a certain amount of acre-feet, say 30 acre-feet. The County may want to specifically enumerate those projects that have no impact on the County, thereby allowing the

applicant and the County to avoid incurring expenses for a FONSI finding. HASP would be happy to work with the County to identify certain de minimis projects for enumeration under the revised 1041 Regulations.

3. Regarding the FONSI criteria and procedures, the County may desire to specify the standard of review and record generated by the Manager. HASP would also encourage the County to include examples of what would qualify for a FONSI finding to guide both County staff and applicants.

4. The County may want to consider identifying objective factors for granting waivers for certain application materials, along with a potential appeal process for the denial of a requested waiver.

5. The County may desire to consider a more scaled approach to its required mitigation and monitoring plans, and its proposed fees collected based on the size and scope of the project presented. For example, a water project involving a transfer of 50 acre-feet requires the same mitigation and monitoring plans and fees as a project transferring 500 acre-feet. The size and scope of the two projects may vary widely, warranting a more scaled mitigation and monitoring plan and a fee structure consistent with the size and scope of the project presented to the County.

6. HASP does not believe that it is appropriate for CPW to be a required entity to confer with as part of a 1041 process for numerous reasons. CPW is a water user with municipal and industrial water projects within the County. Moreover, if wildlife is a concern that the applicant must address, the applicant will submit the appropriate studies, and the County can retain its own expert on the matter rather than relying on CPW. Moreover, it's unclear whether CPW has the staff and funding to provide the requested information required by the County under the revised 1041 regulations. HASP would certainly encourage the County to refer any 1041 applications to CPW, but would suggest removing them as a mandatory entity to be consulted as part of the process. If the County insists that it must continue to have CPW as a mandatory reviewing agency, HASP would request that the County set a timeline, say 30 days from when the materials are presented to CPW, for CPW to respond to the materials.

7. 1041 regulations are designed to offset any impact from certain statewide activities of interest to the County as established by state statute. The County's current 1041 regulations reflect the State codified standard by requiring an applicant to demonstrate that the proposed project, after implementation of all mitigation measures, will comply with the County's current 1041 regulations. Moreover, the revised 1041 regulations require an alternative analysis. The proposed 1041 regulations break from the standard and, in fact, are inconsistent with the State statute by requiring the applicant to provide the project (or alternative) that "best complies" with the regulations. "Best complies" is not defined and is entirely subjective. If an applicant can appropriately show that it can mitigate any impacts to the County, the County cannot substitute what it thinks is a "best" practice or an

alternative to deny a permit. Such language goes beyond the County's authority. Accordingly, HASP would encourage the County to maintain its current standard for approving a 1041 permit upon demonstration that the net effect of the proposed project is appropriately mitigated by the applicant, and to remove any best practices and alternatives as standards in the County's revised 1041 regulations.

Thank you for your attention to these matters. HASP reserves its right to provide additional comments based on revised 1041 regulations, as well as additional public comments that HASP becomes aware of during this process.

HASP looks forward to working with the County on this matter.

Sincerely,

MONSON, CUMMINS, SHOHET & FARR, LLC



David M. Shohet

From: [redacted]
To: Park County Administration
Subject: Comments on Draft Water and Sewer Treatment Systems
Date: Monday, February 16, 2026 9:38:36 AM

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Hello, I am a Park County property owner and wanted to provide comment on the Draft Water and Sewer Treatment System regulations.

It appears this regulation is applicable to individual residences. The use of terms "domestic", "person", "building permit" implies this could be for all domestic wells and septic systems. If this is truly intended for individual residences, the fee of $50,000 is prohibitively exorbitant and unreasonable. This unduly prohibits residence from building their homes.

If this regulation is not applicable domestic wells and septic systems (individual homes) and is instead meant to regulate Treatment PLANTS, the regular should be clarified in Sections 102 Purpose and Intent; 111 Definitions; 201 Permit of FONSI Required (terms Plant, Project, and System all used interchangeably); 208 Notices - mailings to adjoining and impacted neighboring properties should also be a required notice of hearing.

The ultimate construction "product" should also be clarified in the permit application - for example, single family, multi-family, mixed-use, retail, mining and processing, data center. Uses should be vetted prior to or along with water and sewer treatment applications. This is very important to identify significantly disproportionate resource consumption or impacts early.

Thank you
Deborah Snyder

From:	David Shohet
To:	Park County Administration
Cc:	[redacted]
Subject:	Comments on the draft 1041 Regulations
Date:	Monday, March 2, 2026 9:35:19 PM
Attachments:	image001.png

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To Whom It May Concern:

Our firm represents the Center of Colorado Water Conservancy District ("CCWCD"). On behalf of CCWCD, we provide you with the following comment on the current draft 1041 Regulations the County is considering adopting:

1. CCWCD would encourage the County to consider adding express language to the revised 1041 Regulations that provides the County with the option to enter into an intergovernmental agreement ("IGA") with the State of Colorado or a political subdivision of the state, as defined by Section29-1-202(1), C.R.S., in lieu of a permit application and County review. The IGA shall be at the County's sole option and would need to meet several requirements, including satisfying the purpose and intent of the revised 1041 regulations. The IGA in lieu of a permit application and review, would provide the County with express authority to execute an IGA if an IGA would be appropriate in certain circumstances. The current language does not allow for an IGA in lieu of a permit application and County review, which is a common term and condition in many County 1041 Regulations. CCWCD would be happy to provide suggested language for the County's review if it indeed decides to consider adding such language to the draft 1041 Regulations.

CCWCD may provide additional comments on the current draft 1041 Regulations throughout the process and as the draft 1041 Regulations continue to evolve.

Thank you for considering this matter, and please feel free to contact me with any questions.

Sincerely,

David M. Shohet
MONSON, CUMMINS, SHOHET & FARR, LLC
13511 Northgate Estates Dr, Ste. 250
Colorado Springs, CO 80921
[redacted]

Fax: 719-471-1234
dms@cowaterlaw.com
www.cowaterlaw.com



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For more information please visit http://www.symanteccloud.com

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From: noreply@civicplus.com
To: Board of County Commissioners
Subject: Online Form Submittal: Contact County Commissioner"s Office
Date: Wednesday, February 11, 2026 8:53:42 AM

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Contact County Commissioner's Office

If you have a question or concern you would like us to address, please submit this form. We will try to address your request in a timely manner.

Personal Information	
First Name	Michael
Last Name	Neff Tulley
Phone Number	[redacted]
Email Address	[redacted]
Questions & Concerns	
What is your question or concern?	Hello, for some reason, my email is not being accepted by the posted "str@parkcountyco.gov" address. Therefore, I am sharing my public comments on the STR Ordinance below:

Dear Commissioners,

I am writing to respectfully submit comments regarding the proposed Short-Term Rental Ordinance and the associated subdivision caps.

I want to begin by stating clearly that I support thoughtful standards that are intended to protect public health, safety, and the welfare of Park County residents. Ensuring life-safety compliance, wastewater protections, occupancy limits, emergency access, and responsible management practices is reasonable and appropriate. Regulation, when well-designed, can strengthen our community.

However, I am struggling to understand how the proposed subdivision-specific caps — many of which equate to roughly 1–2% of improved lots in major neighborhoods — directly advance the stated purpose of the ordinance: “to safeguard public health, safety and welfare by regulating and controlling the use, occupancy, and maintenance of short-term rental properties.”

The existing life-safety standards, inspection requirements, wastewater compliance, occupancy limits, parking regulations, and enforcement provisions already address use and operational concerns. A hard numerical cap does not improve safety standards within a property. It does not enhance wastewater compliance. It does not increase emergency response capability. It simply limits how many properties may operate — regardless of whether they meet all safety and compliance requirements.

If the goal is accountability and neighborhood compatibility, those objectives can be achieved through strong enforcement mechanisms, clear operational standards, and meaningful penalties for violations — all of which are already included in the draft. Restricting supply through very low caps appears disconnected from the stated public health and safety purpose.

I am primarily concerned about the broader community implications. Short-term rentals in unincorporated Park County function as an important component of our local economy. They support locally-owned cleaning companies, maintenance providers, snow removal contractors, handymen, small property management companies, contractors that provide home building services and maintenance, and more. Visitor spending supports our stores, restaurants, gas stations, and other retail establishments. Park County does not have large-scale hotel infrastructure; therefore STRs provide the needed lodging capacity that supports tourism-related commerce.

Based on current lodging tax collections, short-term rentals generate a meaningful amount of annual revenue for Park County. If the proposed caps result in a significant long-term reduction in licensed STR inventory, it is reasonable to expect a corresponding decline in lodging tax revenue, along with related visitor spending that supports sales tax collections and local businesses. Because lodging tax dollars directly fund roads, law enforcement, emergency services, and tourism promotion, any structural reduction in STR activity could have immense budget implications that deserve careful consideration. I encourage the Board to evaluate the potential fiscal impact alongside the regulatory goals of the ordinance.

Rather than significantly reducing the number of permitted operators — and in turn reducing associated sales and lodging tax revenue — I would respectfully encourage the Board to consider alternative approaches that preserve both oversight and economic stability:

Replace fixed numerical caps with reasonable percentage-based caps per subdivision, allowing proportional limits instead of arbitrary ceilings.

Use zoning-based or density-based thresholds aligned with neighborhood character.
Tie licensing eligibility to compliance history, rewarding responsible operators while removing problem properties.
Allocate a portion of incoming STR tax revenue to fund a dedicated compliance and monitoring department within the county, as many Colorado communities have done successfully. Investing STR-generated revenue into structured oversight would directly support the ordinance's stated goal of protecting public health and safety — without reducing the County's tax base or disadvantaging responsible property and business owners.

This community values both neighborhood integrity and economic vitality. I believe we can achieve both through balanced regulation, clear standards, and well-funded enforcement — instead of through restrictive caps that may not meaningfully advance the intended safety objectives. Rather than applying broad, blanket restrictions, I encourage Park County to provide clear data that supports these specific proposed numbers. We should ensure that any new regulations are backed by facts and address the actual needs of our community, as opposed to relying on arbitrary limits.

Thank you for your consideration.

Respectfully,

Michael Neff Tulley
Resident of Fairplay, Colorado

Email not displaying correctly? View it in your browser.

From: [redacted]
To: Park County Administration
Subject: Comments on Draft Water and Sewer Treatment Systems
Date: Monday, February 16, 2026 9:38:36 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello, I am a Park County property owner and wanted to provide comment on the Draft Water and Sewer Treatment System regulations.

It appears this regulation is applicable to individual residences. The use of terms "domestic", "person", "building permit" implies this could be for all domestic wells and septic systems. If this is truly intended for individual residences, the fee of $50,000 is prohibitively exorbitant and unreasonable. This unduly prohibits residence from building their homes.

If this regulation is not applicable domestic wells and septic systems (individual homes) and is instead meant to regulate Treatment PLANTS, the regular should be clarified in Sections 102 Purpose and Intent; 111 Definitions; 201 Permit of FONSI Required (terms Plant, Project, and System all used interchangeably); 208 Notices - mailings to adjoining and impacted neighboring properties should also be a required notice of hearing.

The ultimate construction "product" should also be clarified in the permit application - for example, single family, multi-family, mixed-use, retail, mining and processing, data center. Uses should be vetted prior to or along with water and sewer treatment applications. This is very important to identify significantly disproportionate resource consumption or impacts early.

Thank you
Deborah Snyder

General Guidelines for Public Comment

During

Board of County Commissioners Meetings and Public Hearings

Approved by Resolution No. 24-003

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1. **County Commissioner Meetings and Public Hearings**: Members of the public are welcome to address the Commissioners during the designated public comment portion of the Board of County Commissioner meeting and during the designated public comment portion of any public hearing. Each speaker is allotted 3 minutes to present their views.
2. **Work Sessions**: Work sessions provide the Commissioners an opportunity to discuss County business in a public forum as required. Public comment is not a guaranteed part of the Work Session. Comments will be allowed at the discretion of the Board at the end of the Work Session if time allows.
3. **Addressing the Commissioners**: When it's your turn to speak, approach the podium, sign-in on the sheet, speak into the microphone and clearly state your name for the record. Please continue to speak into the microphone so your comments can be properly recorded.
4. **Time Limit**: In fairness to all, each speaker is limited to 3 minutes. A timekeeper will give you a warning when you have 30 seconds left, allowing you to conclude your remarks.
5. **Relevance**: During public hearings, keep your comments focused on the topic at hand, or case under consideration.
6. **Respect**: Maintain a respectful tone and demeanor when speaking. Comments will become part of the public record. As a result and in the spirit of civil discourse, please avoid personal attacks and profanity. Disruptive behavior is not permitted.
7. **Questions**: If you pose a question during your comment, please do not expect an immediate answer. The Commissioners will note the question and may address it during their deliberations or request that the staff provide a response.
8. **Group Representation**: If you are representing a group, you may request additional time to speak. However, this is at the discretion of the Chair and typically only granted if the group has consolidated their comments to avoid repetition.
9. **Written Comments**: Written comments are also accepted and will be included in the public record. Please submit these to the Commissioners' administrative assistant no later than the Friday before a scheduled public hearing or meeting. Comments can be sent via email (pcadmin@parkco.us) or mailed to the Board of County Commissioners' office (PO Box 1373, Fairplay, CO 80440).
10. **Concluding**: After your time has expired, conclude your comments promptly to allow the next speaker to begin.

Guidelines Regarding Remote Attendance for Park County Board of County Commissioner Meetings and Public Hearings Approved by Resolution No. 24-004

Remote Attendance

The Park County Board of County Commissioners are pleased to offer remote attendance options for our upcoming Board of County Commissioner meetings and public hearings held during such meetings through video conferencing technology. However, please note that remote attendance is offered as a courtesy and is not guaranteed. Technical issues, including but not limited to internet connectivity, audio and video disruption, or platform instability, may arise that are beyond the control of the Board.

Public Testimony and Record

For those who wish to make sure their testimony is included in the official public record, we strongly recommend either attending the meeting or hearing in person or submitting your comments in writing. Remote participation does not guarantee that your comments will be successfully received or included in the public record due to the aforementioned potential for technical difficulties.

Submission of Written Comments

Written comments must be submitted to the Board of County Commissioners' administrative assistant no later than the Friday prior to the meeting or hearing to be included in the official record. Comments can be sent via email (pcadmin@parkco.us) or mailed to the Board of County Commissioners' office (PO Box 1373, Fairplay, CO 80440). Please refer to the Board of County Commissioners' Guidelines for Public Speaking for guidance in preparing your comments.

In-person Attendance

Attending in person is the most reliable way to ensure your voice is heard and your testimony is recorded. If you choose this option, please adhere to any guidelines or protocols that may be in place.
