

**PARK COUNTY BOARD OF COMMISSIONERS
AGENDA
TUESDAY, MARCH 10TH 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:

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(669) 900-6833 US (Western US)
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**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:

[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

Documents:

[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
- PLATTE CANYON LITTLE LEAGUE (PCLL) - FIELD IMPROVEMENTS
- LAND & WATER TRUST FUND LANDFILL CONTINGENCY

Documents:

[BOCC Rec Rept LWTF Packet 2.26.26 - REDACTED.pdf](#)
[0.App.FAB Mountain Pine Beetle Watershed Mitigation Project_Redacted.pdf](#)
[0.App PCLL Field Improvements_Redacted.pdf](#)

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

Documents:

[BOCC staff report AXS Console.pdf](#)
[Park County AXS Lease Budgetary - Promo Included 2.9.26_Redacted.pdf](#)

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

Documents:

[Water Truck quotes.pdf](#)
[FINAL Municipal Lease Agreement.pdf](#)

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

Documents:

[2026 SPNHA Agreement Notarized 2-16-26.pdf](#)

.VI. APPROVE/DENY PARK COUNTY VOUCHER POLICY

Documents:

[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 XXXXXXXXX9101:**

- REQUIRE 2 SIGNATURES FOR AMOUNTS OVER \$_____
- **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

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 3RD 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 and John Evans were present.

PLEDGE OF ALLEGIANCE

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

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 2/24/2026 and 3/3/2026 also approving the minutes for 2/18/2026. Gemmer seconded, carried 3-0

Documents:

1. [Minutes 02182026 PM EDIT.pdf](#)

CONSIDERATION AND/OR DECISION ON THE FOLLOWING ITEMS:

.I. APPROVE/DENY PUBLIC WORKS MOTOR-GRADER REBUILD - CAT WAGNER

Documents:

Jared McQueer presented.

Mitchell motioned to approve Public Works Motor-Grader Rebuild – Cat Wagner. Gemmer seconded, carried 3-0.

1. [Grader Rebuild Terms.pdf](#)

.II. APPROVE/ DENY PROPOSED ESTIMATE OF PHASE TWO OF ECHO VALLEY ESTATES POND EVALUATION FOR THE COLORADO DEPARTMENT OF PUBLIC SAFETY RULES FOR FIRE SUPPRESSION PONDS

Mitchell motioned to approve proposed estimate of phase two of Echo Valley Estates pond evaluation for the Colorado Department of Public Safety rules for fire suppression ponds \$20100.00. Gemmer seconded carried 3-0.

Documents:

1. [20251124 ParkCo FirePond Evaluation Single FINAL.pdf](#)

.III. APPROVE/DENY MUNICIPAL LEASE AND OPTION AGREEMENT 2026-00055 WITH LEASING SPECIALIST, LLC FOR WATTS/SO

April Chabot presented.

Mitchell motioned to approve the municipal lease and option agreement 2026-00055 with Leasing Specialist LLC for Watts/SO \$105,955.00 for 4 Tahoe Sheriffs Vehicles. Gemmer seconded, carried 3-0. Documents:

1. [FINAL Municipal Lease Agreement 2026-00055 - Park County.pdf](#)

.IV. APPROVE/DENY REMOVAL OF UNSIGNED BOARD MEMBERS FROM COUNTY VOLUNTEER BOARDS

Lucas Meyer presented.

RESOLVE ADAM SHIRLEY ADMINISTRATIVE REMOVAL

Lucas Meyer presented.

Adam Shirley presented.

Wissel motioned to table until next week. Mitchell seconded, carried 3-0.

ACKNOWLEDGEMENT OF COLORADO PARKS AND WILDLIFE IMPACT ASSISTANCE GRANT Documents:

Monica Jones presented.

Mitchell motioned to approve the acknowledgement of Colorado Parks and Wildlife impact assistance grant, Pilt grant in lieu of taxes. Gemmer seconded, carried 3-0.

1. [2026 Colorado Parks AND Wildlife impact assistant grant.pdf](#)

DISCUSSION OF 2025 PROPERTY TAX BILLS, SPECIFICALLY THE SCHOOL FINANCE PORTION

Amy Flint presented.

Monica Jones presented.

PRESENTATION AND DISCUSSION OF RECOMMENDATION FOR ASSISTANT COUNTY MANAGER POSITION

Lucas Meyer presented.

Gemmer motioned to approve the recommendation of Brandon Heacock as Assistant County Manager. Mitchell seconded, carried 3-0.

PUBLIC COMMENTS

Stan Bates

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

ADMINISTRATIVE SESSION

EXECUTIVE SESSION PURSUANT TO C.R.S. § 24-6-402(4)(B) FOR A DISCUSSION WITH LEGAL COUNSEL FOR LEGAL LITIGATION REVIEW AND LAND USE REGULATION

Amended agenda to move Public comments before the Executive Session.

Mitchell motioned to enter Executive Session at 2:11pm. Gemmer seconded, carried 3-0.

Return from Executive Session at 2:57pm, those that attended were Chairman Wissel, Commissioner Mitchell, Commissioner Gemmer, Lucas Meyer County Manager, John Evans County attorney and Nate Osterber Legal Analyst

ADJOURN

Mitchell motioned to adjourn at 2:58pm. 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](#)

PARK COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS
Resolution No. 2026-_____

**A RESOLUTION 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.**

WHEREAS, Joseph Harrington of MineWater Finance, LLC, applicant, has applied for a minor subdivision as described above and more particularly described in the plat attached hereto as Exhibit A; and

WHEREAS, at a regularly scheduled public meeting of the Park County Board of County Commissioners (BOCC), the BOCC held a public hearing and reviewed the application and all supporting documentation, the recommendations of the Planning Commission, the Planning Department, and the testimony of the Applicant and members of the public; and

WHEREAS, during said public meeting, the BOCC found that the application for the subdivision meets the criteria for a Minor Subdivision as set forth in Section 6-303 of the Park County Land Use Regulations.

NOW THEREFORE, BE IT RESOLVED THAT THE PARK COUNTY BOARD OF COUNTY COMMISSIONERS HEREBY INCORPORATES THE FINDINGS CONTAINED IN THE STAFF REPORT AND APPROVES THE APPLICATION FOR A MINOR SUBDIVISION WITH THE FOLLOWING FINDINGS OF FACT AND CONDITIONS:

FINDINGS OF FACT:

1. 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.
2. The proposed Minor Subdivision meets or satisfies all applicable requirements of these Land Use Regulations.
3. 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.
4. 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.
5. 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.

6. 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.

CONDITIONS:

1. None

Moved, seconded, and passed this _____ day of _____ 2026.

PARK COUNTY BOARD OF COUNTY COMMISSIONERS

David Wissel: Chairman

ATTEST:

County Clerk

Commissioner Wissel Aye___ Nay___

Commissioner Gemmer Aye___ Nay___

Commissioner Mitchell Aye___ Nay___

Land Water Trust Fund Board (LWTFB)

Report to the Park County Board of County Commissioners (BOCC)

LWTFB is pleased to present February 12, 2026, report to the BOCC

The recommended projects are hyperlinked below, providing access to each project's folder containing the application and supporting documentation.

The following are for the Park County BOCC's consideration:

Project Name	Amount Requested	LWTFB Ranking	LWTFB Recommendation to Approve Application	LWTFB Recommendation to Approve Amount	Amount Recommended
FAB - Mountain Pine Beetle Watershed Mitigation Project	\$653,213.00	1	Yes	Yes	\$653,213.00
PCLL - Field Improvements	\$250,000.00	2	Yes	No	\$45,000.00 \$50,000.00 or \$74,000.00
Total Project Funding Request		\$903,213.00			
LWTFB Project Funding Recommendation		\$698,213.00 - \$727,213.00			

Fire Adapted Bailey (FAB) – Mountain Pine Beetle Watershed Mitigation Project

- LWTFB recommends **funding** this project
- 6 LWTFB members recommend funding this project; one (1) LWTFB member *does not* recommend funding this project.
- 6 members provide the following comments for the BOCC consideration to **approve** funding:
 - Should be a priority project for Park County and Denver Water and Aurora Water. Projects that enhance the health of forests which protect our water sources is a strategic priority. This is way overdue. I think the deleted equipment should have been added to this project.
 - This type of project will be an ongoing need. Funding will be a yearly challenge. May require a set yearly carve-out from L&WTF budget.
 - FAB has done an excellent job stepping back and rewriting the application to address concerns from the LWTFB and the BOCC. I believe the first application served the community better however I see the greater good in the revision. See attached document representing my continued full support of this project.
 - I think this project has good intentions and I understand Park County needs to be proactive on this subject. I think this project will serve as a good test case moving forward and I will be interested to see the outcomes if the BOCC approves. My understanding is they will ask for continued funding at a later date. At that point If the BOCC decides that the project has failed they can always turn it down. I still have concerns about repeating the same issues we've had with similar fire mitigation programs initiated by our fire protection districts. e.g., Road Maintenance problems / Slash left in the Right of Ways for years at a time due to equipment breakdowns or a poorly managed program.

- FAB did a great job of updating their application and specifying the exact watershed that would benefit from this mitigation project. They have found cost savings and matching cash since the last application. They have sought out partners to help with the project. This project is critical for Park County. This should be approved in the interest of protecting the watershed of Park County as precedence has already been set regarding mitigation and watershed protection. This is the best way to get these taxpayer dollars to benefit the taxpayers of Park County and to set forth a template for the rest of the County regarding the mitigation of "red/dead" trees and preventing further "red/dead" trees due to the further proliferation of beetle larva infestation.
- Would like to see the equipment back in project. Without it, the project will be more labor intensive. Definite need for this project to start soon.
- One (1) member provides the following comment for the BOCC consideration to **not approve** funding:
 - While this is an excellent project for ALL of Park County, I cannot recommend this project because it only covers a small portion of Park County. Furthermore, there is no concrete plan for the project to move to all other areas of the County. While this project may develop the guidelines for how this POTENTIALLY could be rolled out County wide, the reality is that volunteer fire departments in other areas of the County cannot require or expect volunteers to do the kind of work that this project would do with paid staff to the tune of \$250,000. Until a plan for a countywide roll out is developed, this project should not move forward.

Platte Canyon Little League (PCLL) – Field Improvements

- LWTFB recommends **funding** this project
- 5 LWTFB members recommend funding this project; 2 LWTFB members do not recommend funding this project.
- 5 members provide the following comments for the BOCC consideration to **approve** funding:
 - As discussed with Little League, let's get the small field done this spring for \$45,000, then address the large field after the High School baseball season..
 - The application was incomplete. Agreement was reached in the LWTF meeting to try and get money to finish the small field first. It is a benefit to the youth in the Bailey area., keeps kids outdoors in a productive way.
 - I support this project, however, have serious concerns regarding the lack of professional engineering and design. Unanswered concerns leave me unable to score in any meaningful way See attached document recommending the project with greater oversight by Park County to ensure the project is the best it can be.
 - Funding to complete Little League portion of project. The remainder of project details loosely defined and therefore not funded. (suggested funding at \$50,000).
 - This is a worthy project but installation and sustainment questions were not answered. This project is being managed by a volunteer who is doing their best but does not have the professional background on the installation/sustainment questions. The board acknowledges the need to quickly approve for the small field to ensure it opens end of March which is why the value of \$74,000 be approved only at this time and solutions can be sought out going further.

- 2 members provide the following comments for the BOCC consideration to **not approve** funding:
 - This organization has no maintenance plan in place to maintain the used astro turf they intend to install. Part of this application is for an indoor batting cage and that is not in alignment with the resolution as this is for OUTDOOR recreation. The large field cost should be absorbed by the Platte Canyon School District as they are the main user of this field and should not be paid for by County funds. Inasmuch this is a great project for the Bailey community there is very little return for Park County as a whole. The organization knows very little about installing and maintaining astroturf for a sports field and the dangers infill runoff can be to the surrounding environment and injures astroturf can cause. As this property is owned by the County this becomes a liability to the County. If any funding is granted ONLY \$45,000 should be allowed to upgrade both fields fences which may protect the County from liabilities related to open, unsupervised access to the fields.
 - Applicant did not seek funding from any other funding sources which are vast and wide for Little League. The project only covers approximately 125 youth in one area of Park County. Further, the school district has not provided funding and they use the facilities. There is no plan for ongoing maintenance. Once again, while the project may fall under the technical area of recreation, this project does not meet the "spirit" of what the Land and Water Trust Fund should be funding.

This project is one of the most important projects to come before Park County. It is vital the BOCC understands the risk wildfire poses to the county's water quality and share its knowledge with the public. An educated public will easily see the use of the Land and Water Trust Funds for this project protects water quality and is an appropriate use of the funds. Multiple resources are available to the BOCC such as:

- Colorado Water Conservation Board's Wildfire Ready Watersheds program

[Watershed Protection and Restoration | DNR CWCB](#)

[Wildfire Ready Watersheds](#)

Excerpt;



- United States Geological Survey (USGS)

[Water Quality After Wildfire | U.S. Geological Survey](#)

Excerpts include:

“Wildfire poses a substantial risk to water supplies because they can lead to severe flooding, erosion, and delivery of sediment, nutrients, and metals to rivers, lakes, and reservoirs.”

“Wildfires are a natural process in many ecosystems, but they are increasing in size, severity, and frequency in many areas of the United States. After wildfire, loss of canopy vegetation and changes to soil properties can result in more water flowing over the land surface during storms, leading to flooding, erosion, and delivery of sediment, ash, pollutants, and debris to surface water. This can result in decreased water quality, loss of reservoir storage capacity, stream habitat degradation, and increased treatment costs for drinking water providers”

[Wildfire-driven changes in hydrology mobilize arsenic and metals from legacy mine waste | U.S. Geological Survey](#)

[Chemistry of water, stream sediment, wildfire ash, soil, dust, and mine waste for Fourmile Creek Watershed, Colorado, 2010-2019 | U.S. Geological Survey](#)

- U.S. Environmental Protection Agency

[Wildland Fire Research: Water & Ecosystems | US EPA](#)

Excerpts include:

“Wildland Fire Research: Water & Ecosystems

Wildland fires can impact water quality and forested ecosystems. Wildland fires burn vegetation that holds soil in place and retains water. Erosion and flooding can follow and cause changes to runoff, streamflow, and water quality (e.g., temperature and chemical concentrations). This can affect aquatic habitats (a special concern for sensitive species such as salmon) and, along with deposited pollutants from the smoke and damage to water infrastructure, can contaminate drinking water supplies. Wildland fire can also change the resilience of forests to other types of disturbances, such as insect infestations.”

“Contaminant Levels

Pollutants mobilized during and after wildfires can threaten water quality. With an increase in wildfire activity, including in the wildland urban interface (WUI) near populous areas, more public water resource managers will need to proactively plan and prepare their water systems. What are the impacts of wildfires on contaminant levels in public drinking water systems”

- Colorado State University (CSU) / Warner College of Natural Resources

[Wildfire mitigation planning begins amid mountain pine beetle outbreak in Front Range forests | Warner College of Natural Resources | Colorado State University](#)

With quotes from Colorado State Forester Matt McCombs:

“The forests now showing expanding beetle activity sit adjacent to Colorado’s most populated communities,” “They overlap with areas at high wildfire risk and are visible along major transportation corridors like I-70 and U.S. Highway 285. These landscapes also protect critical watersheds, infrastructure and recreation opportunities that are foundational to Colorado’s economy and quality of life.”

“This is not just a forest health issue,” McCombs said. “It is a public safety issue, a water quality issue, and a recreation and economic issue. And it is a challenge that demands action before impacts accelerate.”

Park County has had a long-standing relationship with Platte Canyon Little League for the use of the Burland Ballfields. As with all mountain sports fields, maintaining natural turf is problematic. The Burland Ballfields are no exception, and an artificial turf field is no exception. The BOCC would do well to work direct the County Manager to work with Platte Canyon Little League to develop a safe playing environment for the community to enjoy for many years to come.

The current plan and corresponding application have excellent aspirations. The County Manager should collaborate with the applicant looking through the lens of public safety, ongoing maintenance, outdoor recreation, funding partnerships, and community participation.

Phase I of the application includes the use of demolished turf and infill mix with a plan to install over imported drainage materials. The installation plan does not include an engineered drainage system or manufacturers installation and maintenance instructions. This could be problematic for Park County eventually. Artificial turf requires a civil engineered drainage system to allow for better play access after heavy storms and to limit the migration of infill material from the play field. Without proper drainage, the “carpet” may experience premature failure including rippling, tearing, and seam failure. When asked about the infill mix, the applicant believed it consists of black crumb rubber. There are many articles posted regarding black crumb rubber as a potential source of cancer-causing toxins. The rubber, recycled from car and truck tires, can contain harmful contaminants like lead and benzene. Once distributed over a field, they can release these toxins at harmful concentrations. In addition to benzene and lead, the list of toxins includes mercury, polycyclic aromatic hydrocarbons, heavy metals, arsenic, and other carcinogenic compounds. Reference:

[Artificial Turf Cancer Lawsuit: Compounds May Link to Cancer](#)

The combination of inadequately engineered drainage, leading to field flooding and black crumb rubber floating up and migrating downstream, off the playing field, is a very real concern.

Rather than moving forward as currently planned, the BOCC would do well to have the applicant step back and have the sports complex professionally designed and engineered, including proper drainage, environmentally friendly materials, and less toxic materials for young athletes that will be playing on the surface. A professionally engineered system will also take into consideration impact injuries that could occur from an improperly engineered turf.

Finally, the BOCC should ask the County Manager to oversee a Master Plan for the Burland Complex with the intent of capturing the two different projects currently under consideration. The Master Plan would develop tighter budgets for a professionally engineered and designed sports complex with an eye toward additional fund raising from other grant sources such as GOCO, Platte Canyon School District, and others that may enjoy the field improvements. We should all keep in mind that the Land and Water Trust Fund is available for Outdoor Recreation. Indoor facilities, such as indoor batting cages for use in inclement weather would require funds from other sources. Projects using public funds on public property require more planning than the public realizes. The BOCC and the County Manager would do well providing a little more guidance to help this project be the best it can be.

LAND AND WATER TRUST FUND BALANCE REPORT

2026

BEGINNING BALANCE (AS OF Jan 1):	10,350,741
REVENUES: TAX	-
REVENUES: INTEREST	-
EXPENDITURES:	23,638
CURRENT FUND BALANCE:	10,327,103
ENCUMBRANCES (COMMITMENTS):	4,124,378
WATER CONTINGENCY :	(1,500,000)
LANDFILL CONTINGENCY:	(1,750,000)
SPENDABLE FUND BALANCE:	
(AS OF February 11, 2026)	2,952,725

LWTF SALES TAX REVENUE

<u>2018</u>		<u>2019</u>		<u>2020</u>		<u>2021</u>		<u>2022</u>		<u>2023</u>		<u>2024</u>		<u>2025</u>		<u>2026</u>	
1	53,923	1	68,457	1	111,712	1	201,514	1	155,854	1	164,392	1	173,881	1	176,264	1	*January's revenue, received in February
2	53,768	2	63,610	2	85,871	2	150,503	2	167,018	2	176,166	2	160,465	2	178,846	2	
3	68,313	3	80,872	3	99,595	3	182,670	3	193,261	3	185,282	3	181,065	3	223,016	3	
4	61,092	4	71,657	4	123,524	4	166,130	4	181,033	4	157,319	4	176,351	4	184,229	4	
5	73,334	5	122,138	5	141,470	5	183,615	5	203,972	5	206,852	5	215,820	5	229,116	5	
6	102,227	6	135,024	6	175,355	6	242,994	6	260,138	6	268,940	6	270,567	6	303,512	6	
7	98,048	7	149,845	7	200,629	7	228,684	7	263,807	7	276,928	7	288,987	7	313,582	7	
8	90,679	8	134,580	8	196,675	8	228,824	8	242,462	8	248,317	8	266,702	8	272,601	8	
9	99,686	9	143,997	9	206,255	9	229,818	9	260,087	9	261,287	9	281,878	9	296,273	9	
10	73,178	10	120,515	10	176,796	10	196,316	10	222,513	10	234,089	10	261,668	10	279,249	10	
11	61,506	11	125,885	11	156,196	11	196,304	11	192,157	11	201,565	11	209,155	11	240,151	11	
12	75,218	12	142,152	12	190,010	12	215,938	12	207,739	12	238,045	12	240,540	12	252,652	12	
\$ <u>910,972</u>		<u>1,358,732</u>		<u>1,864,086</u>		<u>2,423,310</u>		<u>2,550,042</u>		<u>2,619,181</u>		<u>2,727,079</u>		<u>2,949,489</u>		<u>-</u>	
Increase over year before		447,760		505,355		559,224		126,732		69,140		107,898		222,410			

ACTIVE PROJECTS LIST

No.	PROJECT	COMMITTED	EXPENDED	BALANCE	STATUS
OPEN SPACE					
25-09	Colorado Open Lands (COL) Thirty-nine Mile Mountain Ranch C.E.	91,143		91,143	Active
OUTDOOR RECREATION					
24-03	Improve Recreational Access and Protect Water Resources (NFF)	125,530	-	125,530	Active
24-11	Town of Fairplay River Park (TOF)	250,000	216,575	33,425	Active
24-12	Phase II Protect Colo 14ers (MRHI)	120,000	33,473	86,527	Active
25-01	Marksbury Gulch Trailhead Improvements (CUSP)	74,914	-	74,914	Active
25-04	2025 Engaging Community in Conservation & Rec (MRHI)	199,185	139,442	59,743	Active
25-06	Park County Historical Society / McGraw Park Outdoor Pavillion	15,000	-	15,000	Active
WATER RESOURCES					
LFC	Landfill Contingency (Park Co.) water & air quality	1,750,000	218,571	1,531,429	Active
	Attorney Costs Landfill 19.0201.635210 (2023-Present) Doty & Assoc / Davis Graham	250,141	250,141		Active
20-10	Water Court Case Opposition Engineering (P.C.)	26,767	26,767	-	Active
	Attorney Costs Water Court 19.0201.635220 (Dietz & Davis)	52,967.27	52,967.27	-	Active
	Attorney Costs Water Rights	4,549.00	4,549.00	-	Active
23-01	Riparian Reconnect Phase 5 (COL)	544,485	497,273	47,212	Close-out
23-05	Camp Alexander (PTTR)	50,000	-	50,000	Active
23-07	Alma Wastewater Treatment Improvements (TOA)	500,000	-	500,000.00	Active
24-04	Ph 2 Bailey Water for Fire Suppression (FAB)	153,500	139,323	14,177	Active
24-07	Kite Lake Improvement Project (NFF)	542,300	55,000	487,300	Active
24-08	Crooked/Trout Creeks' Trails (WRV)	74,195	40,722	33,473	Active
24-08X	Crooked/Trout Creeks' Trails (WRV)	81,182	-	81,182	Active
24-09	Fire Suppression Ponds Study (Park County)	128,470	106,470	22,000	Active
25-02	South Platte River Restoration Lake George (CUSP)	100,000	-	100,000	Active
25-03	Fourmile Creek Property C.E. (MALT)	59,855	24,475	35,380	Active
25-05	Sacramento Gulch Mill Site Reclamation (TU)	120,000	-	120,000	Active
25-07	Shawnee Water Consumers Association (SWCA) Return to River Pipeline	7,500	-	7,500	Active
25-08	Bailey Water & Sanitation District (BWSD) Platte River Water Line Crossing &	45,600.00		45,600.00	Active
25-10	Y Recreation & Therapy LLC Tarryall Fishing Retreat Ranch Water Rights Reha	225,495.00		225,495.00	Active
25-11	Colorado Cattlemen's Agricultural Land Trust - Krain Ranch C.E. (CCALT)	85,000.00		85,000.00	Active
26-01	Colorado Open Lands Berrien Ranch C.E. (COL)	81,600.00		81,600.00	Active
WILDLIFE RESOURCES					
24-15	Colorado Parks & Wildlife Antero Jct-Chubb Park Habitat Restoration (CPW)	115,000	40,495.68	74,504	Active

			Remaining Project Balance
GRAND TOTAL	Committed	Expended	
<i>As of 2/11/2026</i>	4,124,378	1,627,671	\$ 2,496,707

LFC = Landfill Contingency Fund is not included in the total Committed/Expended/Remaining Project Balances, it is a separate line item deducted from the Fund Balance and is being reported for fiscal transparency

LWTF Landfill Contingency

Does the BOCC wish to apply current and upcoming landfill charges to the Landfill Contingency line item (current balance: \$218,571)?

- If no, should the application that was withdrawn from the December LWTF meeting be resubmitted, or would the BOCC prefer to discuss establishing a separate Landfill Reserve line item for these expenditures?
- If yes, what is the BOCC's preferred approach for replenishing the Contingency balance to its target of \$1,750,000?
 - Replenish on a concurrent basis, with expended amounts transferred from the Fund Balance and restored to Contingency as costs are incurred; or
 - Replenish on a scheduled basis (quarterly, semi-annually, or annually)?

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
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Awards	Yes
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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!
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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
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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 #	
Contact Email Address	

Project Schedule

Estimated Project Start Date	04/01/2026
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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

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

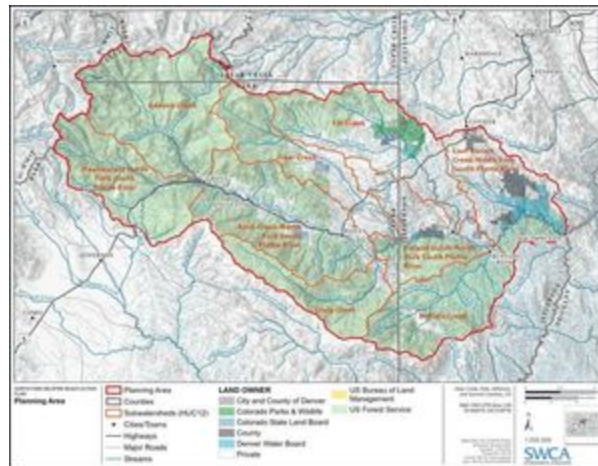
Legal Description of the property.

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)

Park County Land & Water Trust Fund Application

12/03/2025 2:46 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.

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 is 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, a "Memo of Understanding" 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.

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	Platte Canyon Little League
Organization address	Po box 1738 Bailey CO 80421
Organization phone #	303.947.3947
Project Name:	Field Improvements
Contact person	James Lassley
Contact address	PO box 1738 Bailey Co 80421
Contact phone #	
Contact Email Address	info@plattecanyonlittleleague.org

Project Schedule

Estimated Project Start Date 11/08/2025

Project Milestones

Planning & Investigation	PCLL has completed the preliminary planning necessary to ensure the project is feasible and ready for implementation. This work includes: Site evaluation of both Burland fields to assess grading, drainage, substrate condition, and turf suitability. Preliminary dirt-work consultation with Bear Excavation to determine site preparation requirements. Contractor engagement to obtain cost estimates for turf installation, fencing upgrades, and steel building construction. Assessment of access and utilities for the proposed indoor facility location. Review of safety, durability, and long-term maintenance impacts for turf and fencing improvements. Internal planning by the PCLL Board to coordinate volunteer labor, in-kind service contributions, and seasonal timing. The project is planned and ready to move into final design and installation immediately following funding approval.
Design	Initial design planning has been completed for all project elements. This includes draft layouts for turf placement on both fields, 6-foot fencing upgrades, and the

footprint of the steel indoor facility. Contractors have provided guidance on material selection, drainage requirements, and structural considerations.

Once funding is awarded, PCLL will work with professional contractors to finalize construction drawings, detailed specifications, turf system layers, fencing alignment, and the structural design of the indoor facility. Design work will ensure compliance with safety standards, maximize field usability, and accommodate long-term maintenance efficiency.

Bid/Procurement

Preliminary cost estimates have been obtained for turf installation, fencing improvements, excavation work, and steel building construction. Once funding is awarded, PCLL will initiate a structured procurement process that includes:

Requesting formal written bids from multiple qualified contractors.

Verifying materials availability, including turf systems, fencing materials, base layers, and steel building components.

Evaluating bids based on price, experience, quality, project schedule, and ability to accommodate our spring-season deadline.

Confirming in-kind contributions related to excavation, volunteer labor, and material support.

Finalizing contracts and procurement orders immediately upon selection.

This process ensures cost efficiency, transparency, and responsible stewardship of Trust Fund resources.

Construct

Upon finalizing contracts, PCLL will initiate construction in the following sequence:

1. Site Preparation

-Excavation and grading performed in coordination with Bear Excavation and volunteer support.

-Drainage base and sub-layer materials installed according to contractor specifications.

-Turf Installation (Both Fields)

2. Placement of base layers, leveling, compaction, and installation of turf surfacing.

-Field lines, bases, and permanent markings added where required.

-Final inspection to ensure safety and proper installation.

3. Fencing Upgrades

-Removal of existing fencing (where applicable).

-Installation of new 6-foot fencing around both fields to improve safety and durability.

4. Indoor Steel Facility Construction

-Preparation of site footprint and concrete foundation.

-Assembly of steel structure, roofing, doors, and interior improvements.

-Final utility or access adjustments as needed.

Construction will be supported by volunteers, in-kind contributions, and close coordination with contractors to maintain schedule and cost efficiency.

**Intermittent Funding Request
Milestone(s)**

With the smaller field turf already donated/purchased, PCLL will request funding in phases aligned with the remaining construction work:

1.Design Finalization & Procurement (Milestone 1)

Funding needed to finalize design specifications, secure fencing materials, and lock in contractor agreements for the remaining components of the project.

2. Large Field Turf Installation (Milestone 2)

Funds requested for the base layer, materials, labor, and installation of turf on the large field. (Small field turf is already secured.)

3. Fencing Upgrades (Milestone 3)

Funding required for the purchase and installation of 6-foot fencing around both fields to ensure safety and long-term durability.

4. Steel Indoor Facility Construction (Milestone 4)

Funds needed for foundation preparation, steel building components, assembly, and any related finishing work.

This approach ensures that the Trust Fund's contribution is tied directly to the unfinished portions of the project and that work continues in well-defined, trackable phases.

**Intermittent Project Update Report
Milestone(s)**

Project update reports will be submitted at key phases to ensure transparency and alignment with project goals. Reporting milestones will include:

1. Design & Procurement Completion

Update will include finalized designs, selected contractors, confirmed materials, and verification of in-kind support contributions.

2. Large Field Turf Installation

Report will document site preparation, base installation, turf installation, inspection results, and any modifications to schedule or budget.
(Small-field turf is already secured and will be noted as an in-kind contribution.)

3. Fencing Installation

Update will summarize fencing materials procurement, installation progress, safety compliance, and coordination with field layout.

4. Indoor Steel Facility Construction

Report will include foundation progress, steel structure assembly updates, material delivery timelines, and projected completion date.

Each report will document expenditures to date, in-kind contributions, volunteer labor, and any adjustments to timeline or scope.

Expected Completion Date

03/31/2026

Final Funding Request

83000

Mid-Project Review

01/31/2026

Final Report & Presentation

03/31/2026

Provide a brief description of the

Platte Canyon Little League seeks to upgrade both existing baseball fields at

project scope and nature

Burland with durable, weather-resistant turf, install new 6-foot safety fencing, and construct a steel indoor practice facility. These improvements will expand year-round access, enhance safety, reduce maintenance needs, and provide long-term recreational benefits to youth and families in the Platte Canyon community.

What is the need for the project?

The Burland fields currently face significant limitations due to weather, drainage, and maintenance challenges that shorten the playable season and restrict practice opportunities. As participation in Platte Canyon Little League continues to grow, our existing natural fields cannot support the demand for safe, consistent, and reliable play. Turf installation, improved fencing, and an indoor facility are needed to ensure year-round access, safer playing environments, and long-term sustainability for local youth athletics.

How does the project align with the voter approved use of funds?

The proposed improvements fully support the voter-approved purposes of the Park County Land & Water Trust Fund by expanding safe and sustainable recreational opportunities for local residents. Turf installation and fencing upgrades improve land stewardship by reducing erosion, minimizing water use, and creating durable, low-impact surfaces. The indoor facility extends community access to recreation throughout the year, ensuring that youth and families benefit from reliable, high-quality facilities. The project enhances public use, safety, and long-term community value—core priorities of the approved funding.

Please describe the return on investment of Land & Water Trust Funds to Park County

Investing Land & Water Trust Funds into this project provides Park County with long-lasting, low-maintenance recreational facilities that serve hundreds of youth and families each year. The upgrades reduce ongoing land impact, improve water conservation, and create year-round access to safe recreation. This investment yields durable community assets that will benefit Park County residents for decades.

Please list and provide supporting documents (as attachments) including photos, drawings and maps



Who is the Property Owner & do they approve of it, they approved it, or when is approval anticipated?	Park County is the owner of the Burland field property, and they have granted Platte Canyon Little League continuous permission to use this land since 1988. Park County has expressed support for the proposed turf installation, fencing upgrades, and indoor facility improvements.
Provide documentation of the entity that owns or will own the asset, including water rights, for this project	
Accessibility to the public (provisions for the disabled, location, hours, etc.):	The Burland fields are publicly accessible recreational facilities owned by Park County and open to all community members. The fields are easily reachable from Highway 285, with parking adjacent to the play areas. The facility is accessible during all daylight hours and during scheduled Little League activities. Planned improvements, including smoother turf surfaces and upgraded pathways, will enhance accessibility for individuals with disabilities and mobility challenges.
Does this entity plan to complete any portion of this project?	Yes. Platte Canyon Little League will complete portions of this project through volunteer labor, site preparation assistance, project coordination, and administrative work. All specialized construction—such as turf installation, fencing, excavation, and the steel building—will be completed by qualified contractors, but PCLL will provide substantial in-kind labor and support throughout the process.
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)?	LWTF support will be recognized with a “Thank You Park County Voters” banner displayed at the project site during construction. At project completion, Platte Canyon Little League will install a contribution plaque at the Burland fields to honor the Park County Land & Water Trust Fund’s investment in this improvement project.
Has this entity had previous funds awarded, and if so, is there a final report on file per page 3 criteria?	Platte Canyon Little League has not been awarded Land & Water Trust Fund dollars in the past. As this is our first request, there is no prior final report on file or required under the page 3 criteria.
Land & Water Trust Fund Request	250000
Applicant/Partner cash match	20000
Cash total (grant request plus applicant cash match)	270000
Value of in-kind services (provide documentation)	100000

Project Total Budget 370000

Applicant Cash Match Percent of Total Cash 8

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.

ADD INFORMATION HERE

Please attach in-kind donation information

 PHASE _ TASK BUDGET BREAKDOWN.docx

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: Consultants and contractors will be engaged for all technical, structural, and safety-critical components of the project. This includes excavation and grading work, turf installation on the large field, installation of 6-foot fencing on both fields, and construction of the indoor steel facility. These services require licensed professionals and will be funded mainly through the LWTF request, while PCLL's cash match and in-kind support (including donated turf for the smaller field and volunteer assistance) will offset associated costs.

Equipment Rental or Purchase: Most equipment required for this project will be supplied by the companies and partners who have offered to donate their time, equipment, and fuel. Because these partners are providing the machinery necessary for excavation, site preparation, turf installation support, and fencing assistance, PCLL anticipates very limited need for rental or purchased equipment. Any small tools or supplemental items needed for volunteer tasks will be minimal and covered through PCLL's cash match or in-kind contributions.

Materials, Supplies and Fees: Materials, supplies, and fees will include the necessary items for large-field turf installation, 6-foot fencing upgrades, and construction of the indoor steel facility. This encompasses base materials, turf infill, fencing hardware, steel building components, and any associated permitting or inspection costs. The donated turf for the small field and volunteer-supplied materials will significantly reduce the overall burden in this category, as will in-kind contributions from partners providing equipment, fuel, and labor.

Property Acquisition: This project does not involve any property acquisition. The Burland field site is owned by Park County, and Platte Canyon Little League has had long-standing permission to use and maintain the property. All improvements will be completed on existing County-owned land.

Mileage (Prefer applicant and partners provide cash & in-kind): Mileage for travel related to site visits, coordination, and volunteer workdays will be provided entirely through in-kind contributions. Volunteers, board members, and partner companies donating time, labor, and equipment will cover their own transportation costs. No LWTF funds are requested for mileage.

Administrative Expenses (Prefer applicant and partners provide Administrative expenses for this project will be covered through in-kind contributions by Platte Canyon Little League board members and volunteers. No LWTF funds are

cash & in-kind):	being requested for administrative costs.
Other:	No additional cost categories are expected at this time. Any small, unforeseen expenses that may arise during construction or volunteer workdays will be addressed through in-kind contributions from Platte Canyon Little League or community partners.

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
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Representing (Applicant Organization):	James Lassley
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Contact Person (typed or printed):	James Lassley
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Contact Person (signature):	
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Date	11/26/2025
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Staff Report
Park County, Colorado BOCC

Department:

Date(s) requested:

Topic:

Staff Report (staff recommendations – approve/deny/accept, etc):

Action requested of the commissioners (approve/deny/accept/letter of support/sign, etc):

Explanation (details of the item(s) to be presented):

Attachments:

Submitted by:

Title:

Contact Information:

Staff Report
Park County, Colorado BOCC

Date: February 9,2026

To: Park County Emergency Communications Center
Attn: Maria Mitchell
P.O. Box 129
Fairplay, CO 80440

Re: Communications System Financing Proposal

Motorola Solutions, Inc. is pleased to submit the following proposal for the financing of your Motorola communications equipment in accordance with the terms and conditions outlined below:

Transaction Type: Municipal Lease Purchase Agreement (Tax-exempt)

Lessor: Motorola Solutions, Inc. (or its Assignee)

Lessee: Park County Emergency Communications Center

Total Transaction Value: \$ 665,000.00

Down Payment: \$ 0.00

Balance to Finance: \$ 665,000.00

Equipment: AXS Consoles (As per the Motorola Solutions equipment proposal.)

Title: Title to the equipment will vest with the Lessee.

Insurance: Lessee will be responsible to insure the equipment as outlined in the lease contract.

Taxes: Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	Option 1	Option 2	Option 3
Lease Term	3 Years	5 Years	7 Years
Payment Type	Annually Arrears	Annually Arrears	Annually Arrears
Lease Rate	5.54%	5.33%	5.25%
Lease Factor	0.371917	0.233933	0.175196
Payment	\$247,324.80	\$155,565.45	\$116,505.34
Payment Commencement	First payment due one year after contract execution	First payment due one year after contract execution	First payment due one year after contract execution

Expiration: The above lease rates and factors are valid for all leases commenced by 3/11/2026. After this date the rate will be reset to reflect current market conditions.

Program Highlights: Terms up to seven years can be structured for Municipal Lease Purchase Agreement (Tax-exempt).

One hundred percent (100%) of a project's acquisition cost can be financed.

Payment frequency can be matched to meet your cash flow and budget requirements.

No pre-payment penalties.

Future equipment upgrades can easily be accommodated via add-on lease schedules, restructuring already existing deals, etc.

Qualifications: Receipt of a properly executed documentation package.

Lessee qualifies as a political subdivision or agency of the State as defined in the Internal Revenue Code of 1986. The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last 2 year's audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final credit approval.

Documentation: Municipal Equipment Lease Purchase Agreement
Opinion of Counsel
Schedule A/Equipment List
Schedule B/Amortization Schedule
8038G
UCC-1
Certificate of Incumbency
Statement of Essential Use/Source of Funds
Evidence of Insurance or Statement of Self Insurance
Resolution from governing body authorizing the execution of the Lease
Delivery & Acceptance Certificate

Please feel free to contact me if there are any questions, or if an alternate structuring is required.

Regards,
Nic Doherty
Sr Account Manager




DENVER TRUCK SALES

5293 Vasquez Blvd. • Denver, Colorado 80216

(303) 291-0960 • Fax: (303) 291-0244

www.denvertrucksales.net

Nick Bredsnajder

February 13, 2026

Jared McQueer

Park County Public Works

1246 CR 16

Fairplay, Colorado 80440

3 TANK TRUCK QUOTES

1& 2. 2011 and 2014 T-800 Kenworth's will have 500 ISX-Cummins, Jakes, FRO-18210 C transmissions, 13,250 lbs. front axles and 46,000 lbs. rear axles on Chalmers suspension, 1124.5 tires, double frame, 4.11 ratio.

3. 2011 Kenworth 680 with a ISX-450-500 Cummins, Jake, 40,000 lbs. rears on air suspension, 1122.5 rears, 4-way locks. Rods and main bearings checked, a 5/16" L Type Fish plate runs from the front rear driver up under the cab with extra cross members installed with new drive line and Carrier bearing.

New 4000 Gallon Tanks with 2 Front, 2 Rear Sprays, Side Spray with Hose Reel, spring return- 1" nozzle installed, tank is 60" high, 86" wide and 16 foot long,

A console inside cab to control spray heads individually with individual switches for each spray head. Spray heads are adjustable 360 degrees up, down and around. Tank Plumbing is 4" from tank to pump and 3" discharge from pump to spray heads.

All pumps are set up for suction and discharge at pump to load from a lake or stream. Tank has a 3" loading pipe with a 6" air gap



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to load from a water hydrant rear of tank. Tank is made with ¼" steel A-36 which has 2 interior cross baffles with offsetting 20" holes, and 1 longitudinal baffle with offsetting holes throughout full length of tank for water flow. Tank has ¼" Steel heads and Baffles and ¼" Sub Frame with interior 3" plumbing.

750 GPM pumps are installed with an air shift PTO, balanced and machined PTO driveline from PTO to Pump. Tanks have a 20" manway, Full fenders with 6" lip for hose and fittings. Tanks have work lights, stop and taillights, all electrical run in conduit.

Tanks are mounted with interlocking brackets with high tensile springs, 5/8" -5" bolts, nuts, washers, 3 brackets per side with an apitong wood insulator between tank sub-frame and truck sub-frame.

Tanks and Trucks will be painted blue.

The trucks will be serviced, rods and main bearings checked, good tires, nice upholstery, DOT checked. A limited optional 90-day warranty will be available on drive train.

Price on each truck is \$89,500.00 Plus 1160.00 for limited

Warranty total is \$90,660.00, deposit for each truck will be \$20,000.00 deposit balance \$70,660.00

We appreciate Park County having Denver Truck Sales quote these trucks and we will do a good job on them for you.

Thank you



DENVER TRUCK SALES

5293 Vasquez Blvd. • Denver, Colorado 80216

(303) 291-0960 • Fax: (303) 291-0244

www.denvertrucksales.net

Ken Rich

Denver Truck Sales and Equipment Company

303-291-0960

MUNICIPAL LEASE AND OPTION AGREEMENT

LESSOR: Leasing Specialists, LLC 8242 Cessna Drive Peyton, CO 80831 (719) 433-9978	Send all documents to: Leasing Specialists, LLC 8242 Cessna Drive Peyton, CO 80132 (719) 433-9978	Agreement No.: 2026-00057 Date: 02/27/2026
LESSEE: Park County Public Works, Colorado 856 Castello Ave, PO BOX 1373 Fairplay, CO 80440		VENDOR: See Exhibit A
NOTE: This is an Interest Income tax-exempt transaction. No TIN/SSN must be provided because none of the payments are IRS reportable (such as Form 1099). (See Sections 103, 149, and 6041 of the Internal Revenue Code of 1986, as amended, and the Instructions for Forms 1099, 8038-G, and 8038-GC.)		
EQUIPMENT DESCRIPTION (make, model, serial no., and attachments – Equipment is new unless noted) Three (3) Tank Water Trucks as more thoroughly described in Exhibit “A” to the Agreement		
Any additional equipment will be described in any Detailed Equipment Description Amendment that is executed, and which refers to this Agreement.		
Lessor assumes and shall have no responsibility for performance or maintenance of Equipment. Equipment is to be insured by Lessee. VENDOR IS NOT AN AGENT OF LESSOR and no representative of Vendor is authorized to waive, supplement or otherwise alter any provision hereof. Maintenance and/or supplies ARE NOT included in this Agreement unless specified in the Equipment Description. Lessor of assignee has a security interest in Equipment and must be notified in writing of any removal or trade-in of Equipment before full payment is made to Lessor or assignee.		
Equipment Location. Complete only if Equipment will not be located at Renter’s address shown above.		
Address	City	State Zip
EQUIPMENT COST – TERM – PAYMENTS		
LEASE TERM	5 Year Term (includes interest, see Section 5.02).	
PAYMENTS	\$60,647.00 due Annually as provided in the Payment Schedule. First payment due 07/01/2026	
TOTAL AMOUNT FINANCED	\$271,980.00	
PURCHASE OPTION AMOUNT	Purchase Option is \$1.00 after timely making all payments.	

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE FOLLOWING PAGES, WHICH TERMS ARE MADE A PART HEREOF.

TERMS AND CONDITIONS

Lessor hereby leases the equipment to Lessee for the following purposes and upon the following terms and conditions:

ARTICLE I: COVENANTS OF LESSEE. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignee(s), as follows:

- A. Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State as set forth above (“State”) and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.
- B. Lessee has been duly authorized to execute, deliver and perform this Agreement under the Constitution and laws of the State and under the terms and provisions of the resolution of its governing body, or by other appropriate official approval. Lessee further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. If requested, Lessee shall deliver to Lessor an opinion of Lessee’s counsel in form acceptable to Lessor certifying that all requirements of state law or municipal code or ordinance have been complied with.
- C. During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee’s authority and will not be used in a trade or business of any person or entity other than the Lessee.
- D. The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term plus any Renewal Terms.
- E. The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement, will not be or become a fixture under applicable law.
- F. This Agreement, and all of its Amendments and Addendums, including the Detailed Equipment Description, supersedes and replaces any and all representations or warranties made by Lessor or Vendor prior to execution of the Agreement.
- G. The Equipment described above is NOT BEING LEASED ON ANY TYPE OR FORM OF A TRIAL OR RENTAL BASIS.
- H. Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986 (the “Code”), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the U.S. Treasury Department in order to maintain the exclusion of the interest components of Lease Purchase Payments from gross income for the purposes of U.S. federal income taxation.
- I. Lessee will use the proceeds of this Agreement as soon as practicable, and with all reasonable dispatch, for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Agreement, would have caused any portion of the Agreement to be or become *arbitrage bonds* within the meaning of Section 103(b)(2) or Section 148 of the Code, as amended, and the applicable regulations of the U.S. Treasury Department.
- J. Lessee hereby designates the Agreement as a “qualified tax-exempt obligation” as defined in Section 265(b)(3) (B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued, or to be issued, by Lessee and all subordinate entities thereof during the calendar year of commencement of this Agreement (the “issuance Year”) is not reasonably expected to exceed \$10,000,000.00 Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000.00 of qualified tax-exempt obligations (including this Agreement, but excluding private activity bonds other than qualified 501(c)(3) during the issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt obligations acceptable to Lessor that the designation of this Agreement as a “qualified tax-exempt obligation” will not be adversely affected. (Omit and initial this paragraph if it is not applicable.)
- K. Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers, this Agreement is not a private activity bond as defined in Section 141 of the Code, as amended, 95% or more of the net proceeds of this Agreement will be used for local governmental activities of Lessee and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued, or to be issued, by the Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$5,000,000.00 Lessee and all subordinate entities thereof will not issue in excess of \$5,000,000.00 of tax-exempt bonds (including this Agreement, but excluding private activity bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the excludability of the interest on the Agreement from gross income for federal tax purposes will not be adversely affected. (Omit and initial this paragraph if it is not applicable.)
- L. Lessee represents and warrants that it will at no time during the Lease Term or thereafter exercise or attempt to exercise the power of eminent domain with respect to the Equipment. The Lessee’s rights to acquire title to the Equipment free of the obligations of this Agreement are defined solely in this Agreement.

ARTICLE II: DEFINITIONS.

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“Agreement” means this Municipal Lease and Option Agreement.

“Lease Term” means the Original Term defined in Article III hereof and a sufficient number of automatic renewal Term as will equal the Lease Term set forth on the face of this Agreement.

“Lessor” means (i) the entity designated on the face of this Agreement as Lessor hereunder, (ii) any surviving, resulting or transferee corporation and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

“Buy-out After Payment Amount” means the amount of the payments for the balance of the entire Lease Term (assuming no early termination for non-appropriation or other cause) plus the Purchase Option Amount shown above, if any, discounted to the date of payment at the rate equal to the rate paid on United States Treasury obligations having a similar term as of the date of original acceptance of the Equipment by the Lessee, plus payment of any amounts due hereunder but not yet paid, together with interest on such overdue amounts at ten percent (10%) per annum through the date of payment.

“Renewal Term(s)” means the automatic renewal periods of this Agreement, each having a duration of one (1) year co-terminus with Lessee’s fiscal year except that last of such periods which shall end on the anniversary of the Commencement Date. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Lease Purchase Payments shall be as provided in the attached Payment Schedule.

“Vendor” means the Vendor identified on page 1 of this Agreement and the manufacturers of any of the Equipment as well as the agents or dealers of the manufacturers from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III: COMMENCEMENT OF LEASE TERM.

The Original Term of this Agreement shall commence on the date the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance (“Commencement Date”) and shall terminate the last day of Lessee’s current fiscal year. For the duration of the Lease Term, this Agreement will be automatically renewed at the end of the Original Term and any Renewal Term unless the Lessee exercises an Early Option to Purchase under Article X or Section 5.05 applies. If Lessee fails to accept the Equipment conforming to Lessee’s purchase order within a reasonable time after its delivery (not to exceed ten (10) days,) then at the option of Lessor, the obligations of Lessor to provide Equipment to Lessee hereunder may be cancelled. And the Parties shall have no further obligations under this Agreement except that the Lessee shall return the Equipment in accordance with Section 13.10

ARTICLE IV: INSPECTION.

Lessor and any assignee of Lessor’s right under this Agreement shall have the right at all reasonable times and upon reasonable notice during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE V: LEASE PURCHASE PAYMENTS.

Section 5.01 Lease Purchase Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Purchase Payments hereunder shall constitute a current expense of Lease and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 5.02 Payment of Lease Purchase Payments. Lessee shall pay Lease Purchase Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement. A portion of each Lease Purchase Payment is paid as, and represents payment of, interest and principal, respectively. The Payment Schedule sets forth the interest component and principal component of each Payment during the Lease Term.

Section 5.03 Lease Purchase Payments to be Unconditional. Subject to Section 5.05, the obligation of Lessee to make payments of Lease Purchase Payments and other payments required under this Agreement shall be absolute and unconditional in all events and are intended by the parties to be “net” of personal property and sales taxes and insurance. Lessee shall make all such payments when due and shall not withhold any such payments as a result of any disputes arising between or among Lessee and Lessor, any Vendor or any other person, nor shall Lessee have the right to assert any set-off, reduction or deduction, defense, or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances or any other reason.

Section 5.04 Continuation of Lease Term by Lessee. Subject to Section 5.05 Lessee intends to renew this Agreement through all of the Renewal Terms and to pay all the Lease Purchase Payments hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all Lease Purchase Payments during the Original Term and each Renewal Term can be obtained. Lessee further intends to do all things lawful within its power to obtain and maintain funds from which Lease Purchase Payments may be made, including making provision for such payments to the extent necessary in each bi-annual, annual, or otherwise periodic budget submitted and adopted in accordance with applicable provisions of state and local law, to have such portion of the budget approved and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget an appropriate funds or to renew the Agreement through any Renewal Terms is within the sound discretion of the governing body of the Lessee.

Section 5.05 Non-appropriation. In the event sufficient funds shall not be appropriated for the payment of the Lease Purchase Payments required to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the Original Term or then current Renewal Term, and Lessee shall not be obligated to make payment of the Lease Purchase Payments provided for in this Agreement beyond the Original Term or the then current Renewal Term. Lessee agrees to deliver to Lessee notice of non-appropriation, rejection of reviews, and rejection of appeals within five (5) business days after each such event. If this Agreement is terminated under this Section 5.05, Lessee agrees, at Lessee’s cost and expense, to peaceably deliver the Equipment to Lessor at the location specified by Lessor that is a reasonable distance from the initial location of the leased Equipment.

Section 5.06 Late Payment Charge- If any Lease Purchase Payment is not made when due or within 10 days after its due date, Lessee shall pay an additional late payment charge of 5% Of the amount of the late payment.

ARTICLE VI: TITLE TO EQUIPMENT; SECURITY INTEREST.

Section 6.01 Title to the Equipment. During the term of this Agreement, risk of loss and title to the Equipment and any and all additional, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 12.01 or non-appropriation as set forth in Section 5.05, title to the Equipment shall immediately vest in Lessor, and Lessee will, upon Lessor’s request, surrender possession of the Equipment to Lessor.

Section 6.02 Security Interest. To secure the payment of all Lessee’s obligations under this Agreement, Lessee grants Lessor a first priority purchase money security interest in the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds there from. Lessee agrees to execute and authorize Lessor to execute and file on Lessee’s behalf, such additional documents, including a UCC-1 financing statement in the form required for filing, and such other financing statements, certificates of title, affidavits, notices and similar instruments, satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment.

ARTICLE VII: MAINTENANCE; MODIFICATION; TAXES; AND INSURANCE.

Section 7.01 Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term, Lessee will, at Lessee’s own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and will from time to time make or cause to be made all necessary and proper repairs, replacements and modifications. If appropriate, Lessee will enter into a maintenance contract for the Equipment with Vendor or such other firm as Lessee may choose subject to the express written approval of Lessor, which approval shall not be unreasonably withheld.

Section 7.02 Taxes, Other Governmental Charges and Utility Charges. The parties to this Agreement contemplate that the Equipment will be used for governmental or propriety purpose of Lessee and, therefore, the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event the ownership, use, possession or acquisition or the Equipment is found to be subject to taxation in any form (except for income taxes payable by Lessor) Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment. If such tax is imposed directly on Lessor or its assigns, Lessee shall reimburse the person paying such tax on demand. If Lessee causes or allows events to happen that changes the interest income tax-exempt status of this Agreement, as outlined in Sections 103, 149 and 6041 on the Internal Revenue Code of 1986, as amended, or, assuming the Lessee has designated this Agreement as a “qualified tax-exempt obligation”, if the Lessee exceeds ten million dollars (\$10,000,000.00) in “qualified tax-exempt obligations”, as specified in Section 265(b)(3) (B) of the Internal Revenue Code of 1986, as amended, during the calendar year of commencement of this Agreement so that Lessee does not qualify as a “qualified small issuer” thereunder it will pay the “taxable interest rate” on this Agreement retroactive to its Commencement Date. The “taxable interest rate” is hereby defined as that rate that results in the same after tax yield to the Lessor or to its Assigns, as the tax-exempt rate on this Agreement or the highest rate permitted by law, whichever is less. In all events, Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment.

Section 7.03 Insurance. At its own expense Lessee shall cause casualty, PUBLIC LIABILITY AND PROPERTY DAMAGE insurance to be carried and maintained, or shall demonstrate to Lessor’s satisfaction that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the full replacement value (new) of the Equipment or the then applicable Buy-Out After Payment Amount, whichever is greater, and to protect Lessor from any liability related to the Equipment in all events. All insurance proceeds from casualty losses shall be payable as provided in Article VIII hereof. Lessee shall pay all deductibles and shall furnish to Lessor, or to its Assigns, Certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies, which cover not only the Equipment but also other properties. If Lessee shall insure similar properties by self-insurance, Lessee will insure the Equipment by means of an adequate insurance fund. All insurance shall name Lessee and Lessor as insured’s, and loss payees as their respective interests may appear and shall provide for at least ten (10) days prior written notice by the underwriter or insurance company to the Lessor and its assigns in the event of cancellation or expiration.

ARTICLE VIII: DAMAGE; DESTRUCTION AND CONDEMNATION; PROCEEDS.

Section 8.01 Damage, Destruction and Condemnation. Lessee is responsible for any theft of destruction of, or damage to, the Equipment, whether insured or not (“Loss”). The proceeds of any insurance claim applicable to the Equipment, after deducting all expenses (including attorney fees) incurred in the collection of such claim or reward (“Net Proceeds”), shall be applied as set forth in Section 8.02.

Section 8.02 Application of Net Proceeds. In the event of a loss to the Equipment which is not deemed to be a total loss, Lessee shall cause the repair, replacement or restoration of the Equipment and pay the cost thereof, and shall apply the net proceeds of any insurance claims on the Equipment to such cost, provided, however, that if Lessee is then in default on the payments due under this Agreement, the net proceeds shall be applied as if total destruction or damage has occurred. In the event of total destruction or damage to the Equipment, whether or not Lessee is in default, at Lessor’s option, Lessee shall pay to Lessor on the Lease Purchase Payment due date next succeeding the date of such loss the amount of the Buy-Out after Payment Amount applicable to such date, plus the Lease Purchase Payment due on such date, plus any other amounts payable by Lessee hereunder, and, upon payment in full of such amounts, the Lease Term shall terminate and Lessor’s security interest in the Equipment shall terminate. Lessee shall retain Net Proceeds in excess of the then applicable Buy-Out after Payment Amount, if any. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee’s obligations hereunder, Lessee shall make such payments to extent of any deficiency.

ARTICLE IX: DISCLAIMER OR WARRANTIES; VENDOR’S WARRANTIES; USE

Section 9.01 Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE’S USE OF THE EQUIPMENT OR ANY ITEM THEREOF OR SERVICES PROVIDED FOR IN THIS AGREEMENT, OR ANY SERVICES PROVIDED BY VENDOR. Any transfer of the Equipment to the Lessee shall be made disclaiming all express and implied warranties from Lessor and its assigns.

Section 9.02 Vendor’s Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor and/or manufacturer of the Equipment. Lessee’s sole remedy for the breach of any such warranty, indemnification or representation shall be against the Vendor and/or manufacturer or the Equipment. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability or enforceability of such warranties of the Vendor or manufacturer.

Section 9.03 Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving an item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement. Lessee agrees that no more than 10% of the use of the Equipment in any month will be by persons or entities other than the Lessee or its employees on matters relating to such employment, and no more than 5% of the use of the Equipment in any month will be unrelated to use by or for the Lessee. Lessee further agrees that no management contracts will be entered into with respect to the use of the Equipment unless: (a) at least half of the compensation is on a periodic, fixed fee basis; (b) no compensation is based on a share of net profits; (c) the Lessee is able to terminate the contract without penalties at the end of any three years; and (d) the total term of such contract, including any renewals does not exceed five years.

ARTICLE X: EARLY OPTION TO PURCHASE.

Provided Lessee is not in default hereunder, Lessee may, upon giving Lessor not less than thirty (30) days prior written notice, elect to purchase all, but not less than all, of the Equipment at the end of each month, or Payment due date as established by the Commencement Date, for the Buy-Out After Payment Amount. Upon exercise of this early option to purchase, Lessee shall pay these amounts to Lessor or its assigns, on demand. As a condition precedent to exercising this early option to purchase, Lessee shall deliver to Lessor and its assigns a termination of any maintenance funding or disbursing obligations related to this Agreement.

ARTICLE XI: ASSIGNMENT; SUBLEASING; AND ADDITIONAL COVENANTS.

Section 11.01 Assignment by Lessor. This Agreement, and the rights to receive the payments to be made hereunder, may be assigned by Lessor and reassigned in whole or in part to one of more assignees at any time subsequent to the execution of this Agreement, without obtaining the consent of Lessee. Lessor agrees to give notice of assignment and upon receipt of such notice Lessee agrees to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, set-off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested and provided by Lessor or its assignee in order to protect their interests in the Equipment and in this Agreement. The Lessor’s interest in this Agreement may not be assigned or reassigned in whole or in part unless (i) the document by which such assignment is made discloses the name and address of the assignee and (ii) the Lessee receives written notification of the name and address of the assignee. The Lessee covenants and agrees with the Lessor and each subsequent assignee of Lessor to maintain for the full term of this Agreement a complete and accurate written record of each such assignment and reassignment in form necessary to comply with Section 149(e) of the Internal Revenue Code of 1986, as amended, and the regulations proposed or existing from time to time promulgated hereunder. Anything in the foregoing apparently to the contrary notwithstanding, the Lessor’s interest

in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignee will act as a collection and paying agent for holders of certificates of participation in this Agreement, provided the Lessee receives written notification of the name and address of such collection and paying agent, and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

Section 11.02 No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

ARTICLE XII: EVENTS OF DEFAULT AND REMEDIES.

Section 12.01 Events of Default Defined. The following shall constitute an “event of default” hereunder:

- A. Failure by Lessee to pay any Lease Purchase Payment or other payment required to be paid hereunder at the time specified herein; or
- B. Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed, other than for a period of thirty (30) days after written notice to Lessee, specifying such failure and requesting that it be remedied unless Lessor shall agree in writing to an extension of such time prior to its expiration provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or
- C. Breach of any material representation or warranty by Lessee under this Agreement; or
- D. Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws of filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any existing or future bankruptcy, insolvency or other similar law or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or
- E. A petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

Section 12.02 Remedies on Default. Upon the occurrence of an event of default, Lessor shall have the right, at its sole option without any further demand or notice, to exercise any one or more of the following remedies:

- A. By written notice to Lessee, Lessor may declare all payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;
- B. With or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment with the net proceeds thereof to be applied as provided herein;
- C. Require Lessee at Lessee’s risk and expense to promptly return the Equipment in the manner and in the condition set forth in Section 13.10 hereof;
- D. If Lessee refuses to return the Equipment for any reason, the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the Buy-Out after Payment Amount;
- E. Take whatever other action at law or in equity that may appear necessary or desirable to enforce its rights as the owner of the Equipment; and
- F. The proceeds of such sale, lease or sublease or the Equipment pursuant to Section 12.02(B) shall be applied in the following order: 1) to all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditions and selling, leasing or subleasing of the Equipment and all brokerage, auctioneer’s and attorney’s fees 2) the applicable Buy-Out After Payment Amount 3) all unpaid Lease Purchase Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term and 4) the balance to the Lessee unless Lessee shall so waive such payment. If the proceeds of such sale, lease or sublease shall be insufficient to pay all of items 1), 2), and 3), Lessee shall remain liable for any deficiency as to item 3), but will not remain liable for any deficiency as to items 1) and 2) in this Section F.

Section 12.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIII: MISCELLANEOUS.

Section 13.01 Notices. All notices, certifications or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties, or their permitted assignees, at their respective addresses.

Section 13.02 Binding Effect. Subject to the limitations on assignment, this Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03 Severability; Interest Limitations. In the event any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof. Lessee will not be required to pay and Lessor will not be permitted to collect any amount in excess of the maximum amount of interest permitted by law (“Excess Interest”). If any Excess Interest is provided for or determined to have been provided for under this Agreement, then: (A) this subsection shall govern and control; (B) Lessee will not be obligated to pay any Excess Interest; (C) any Excess Interest that Lessor may have received hereunder shall be, at Lessor’s option (1) applied as a credit against the outstanding lease payment obligations (not to exceed the maximum amount permitted by law), (2) refunded to Lessee, or (3) any combination of the foregoing; (D) any interest rate(s) provided for herein shall be automatically reduced to the maximum lawful rate allowed under applicable law, and this Agreement shall be deemed to have been, and shall be, reformed and modified to reflect such reduction; and (E) Lessee will not have any action against Lessor for any damages arising out of the payment or collection of any Excess Interest.

Section 13.04 Advances. In the event Lessee fails to pay any amounts due hereunder or to perform any of its obligations under this Agreement, Lessor may at its option pay such amounts or perform such obligation, and Lessee shall reimburse Lessor the amount of such payment or cost of performance upon demand, together with interest at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less.

Section 13.05 Execution in Counterparts. This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument. The counterpart bearing Lessor’s signature shall constitute the sole chattel paper original of this Agreement.

Section 13.06 Applicable Law. 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.

Section 13.07 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.08 Entire Agreement. This Agreement, together with any Amendments or Addendums and including (i) the Detailed Equipment Description annexed hereto, (ii) the Acceptance Certificate executed by Lessee, (iii) the Payment Schedule annexed hereto, (iv) the Incumbency Certificate of Lessee, (v) any documents evidencing Lessor’s security interest under the Uniform Commercial Code, and (vi) the Opinion of Lessee’s legal Counsel, constitute the entire agreement between Lessor and Lessee and may not be amended, altered or modified except by written instrument signed by Lessor and Lessee. The execution of such writing by Lessor’s assignee shall be sufficient for such purposes if Lessor has assigned this Agreement. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply.

Section 13.09 Finance Lease. The parties intend that the Lessor shall have all benefits of a lessor under a finance lease under the uniform commercial code. Lessor did not select, manufacture, or supply the leased property and only acquired it (or the right to use such lease property) in

connection with this Agreement. Lessee waives any and all rights and remedies Lessee may have under the UCC 2A-508 through 2A-522, including any right to: (a) revoke acceptance of the Equipment; (b) recover damages for any breach of warranty; and (c) make deductions or set-offs, for any reason, from amounts due Lessor or its assigns under this Agreement. If any part of this Agreement is inconsistent with UCC 2A, the terms of this Agreement will govern.

Section 13.10 Return of Equipment. Upon termination of the Agreement for any reason (except purchase by the Lessee), at the option of Lessor, (i) at its sole cost and expense, Lessee will immediately return the Equipment to Lessor in accordance with the provisions of this section, or (ii) Lessor shall transfer ownership of the Equipment to Lessee. If shipped, the Equipment shall be packed in accordance with the Vendor’s specifications and returned to Lessor at the location specified by Lessor in the Continental United States reasonably close to where it was originally delivered, in the same condition as when accepted, ordinary wear and tear excepted. Such shipment shall be f.o.b. destination. Lessee shall bear all costs associated with such packing and shipping and the risk of loss shall not pass to Lessor until the Equipment has been received by it.

Section 13.11 Modification. This Agreement may only be modified upon written agreement signed by both parties.

Section 13.12 (Acting Authority). The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Board of County Commissioners of the County of Park and the Contractor and bind their respective entities.

INSURANCE COVERAGE REQUIREMENTS

- In accordance with this Agreement either:
1. We have instructed the following insurance agent: _____
(Insert name, address, and telephone number)
- to issue to you:
- a. All risk physical damage insurance on the leased Equipment properly reflected by an Evidence of Insurance and Long Form Loss Payable Clause (Acord Form 27 or its equivalent) naming Lessor designated above and/or its Assigns as an additional insured and loss payee, and
 - b. Public Liability insurance reflected by an Evidence of Insurance (Acord Form 27 or its equivalent) naming Lessor and/or its assigns as an additional insured and loss payee; or
2. We are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

Proof of insurance coverage will be provided to you prior to the time that the Equipment is delivered to us.

CUSTOMER ACCEPTANCE:

Date: _____ **By:** _____ (Authorized Official)
Park County BOCC Chairman

ESSENTIAL USE/SOURCE OF FUNDS LETTER

Ladies/Gentleman:
This confirms and affirms that the Equipment described in this Agreement is essential to the function of the undersigned or to the service we provide to our citizens. Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows: _____.

The estimated useful life of such Equipment based upon manufacturer’s representations and our projected needs is for at least six years. Our source of funds for payments of the rent due under the Agreement for the current fiscal year is: Current/proposed budget. We expect and anticipate adequate funds to be available for all future Lease Purchase Payments due after the current fiscal year for the following reasons: _____.

CUSTOMER ACCEPTANCE:

Date: _____ **By:** _____ (Authorized Official)
Park County BOCC Chairman

Municipal Lease/Finance Program

Municipal Certificate

Municipal Lease Agreement: 2026-00057
Lessor: Leasing Specialists, LLC

Lessee: Park County Public Works
856 Castello Ave, PO BOX 1373
Fairplay, CO 80440

Dated: 02/27/2026

I, the undersigned, the duly appointed, qualifying and acting Authorized Signer of the
aforementioned Lessee, do hereby certify:

1. Lessee did at a regular or special meeting of the governing body of the Lessee held on _____, **2026** by motion duly made seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Municipal Rental Lease Agreement (the “Agreement”).
2. A true, correct and complete copy of the minutes of the governing body is attached hereto.
3. The below-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.
5. All insurance required by the Agreement is currently maintained by the Lessee.
6. Lessee has in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the Agreement) and such funds have not been expended for other purposes.

Printed Name: _____
Park County BOCC Chairman

Date: _____

Signature: _____

Municipal Lease/Finance Program

Payment Schedule

Lease Number: 2026-00057
Lessee: Park County
856 Castello Ave, Fairplay, CO 80440
Vendor: See Exhibit A
Equipment: Three (3) Tank Water Trucks

	Date	Payment	Interest	Principal	Balance
Loan	03/09/2026				\$271,980.00
1	07/01/2026	60,647.00	4,220.01	56,426.99	215,553.01
2	07/01/2027	60,647.00	10,561.56	50,085.44	165,467.57
3	07/01/2028	60,647.00	8,107.49	52,539.51	112,928.06
4	07/01/2029	60,647.00	5,533.19	55,113.81	57,814.25
5	07/01/2030	60,647.00	2,832.75	57,814.25	0.00

Printed Name: _____

Title: _____

Signature: _____

All payments due under the Agreement, beginning with the first payment, should be made to the Assignee at the following address, as more thoroughly described in the Notice of Assignment within the Agreement.

Farmers State Bank
1500 8th Street,
Calhan, Co 80808

Notice of Assignment

Lease Number: 2026-00057
Lessee: Park County Public Works
856 Castello Ave, Fairplay, Co 80440

Dear Park County,

Re: Tax-Exempt Lease Purchase Agreement dated 02/27/2026 between Leasing Specialists, LLC. And Park County Government.

Please be advised that Leasing Specialists, LLC. has assigned all of his rights, title and interest in, to and under the above-referenced agreement, the equipment purchased thereunder, and the right to receive payments to Farmers State Bank, 1500 8th Street, Calhan, Co 80808.

All payments due under the Agreement, beginning with the **first** payment, should be made to the Assignee at the following address:

Farmers State Bank, 1500 8th Street, Calhan, Co 80808

Please acknowledge the Assignment and your agreement to make payments due under the Agreement the Assignee by the signature of a duly authorized officer in the space provided on the bottom of this letter and return it to Leasing Specialists, LLC.

Sincerely,

John Watts, Owner
Leasing Specialists

Acknowledged

Signature: _____
Park County BOCC Chairman

Municipal Lease/Finance Program
Exhibit A
Description of Equipment

Lease Number: 2026-00057
Lessee: Park County

Equipment: Three (3) Water Tank Trucks

Vendor: Denver Truck Sales
5293 Vasquez Blvd, Denver, CO 80216
Equipment: Three (3) Water Tank Trucks

Total Allocated Funds: \$271,980.00

Lessee: Park County Public Works

Signature: _____
Park County BOCC Chairman

Date: _____

Lessor: Leasing Specialists, LLC
John Watts, Owner
Signature: _____
Date: _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into on this 16th, day of February, 2026 and between the Board of County Commissioners of the County of Park, a Colorado county (the "County") and South Park Site Stewards Inc., an independent contractor ("Consultant").

WHEREAS, the County requires professional services; and

WHEREAS, Consultant has held itself out to the County as having the requisite expertise and experience to perform the required services.

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

I. SCOPE OF SERVICES

A. Consultant 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 **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall constitute a material change or amendment of services or work which is different from or additional to the Scope of Services. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the County. If Consultant proceeds without such written authorization, then Consultant 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.

II. REPORTS, DATA AND WORK PRODUCT

A. The County shall provide Consultant with reports and such other data as may be available to the County and reasonably required by Consultant to perform the Scope of Services. All documents provided by the County to the Consultant shall be returned to the County. Consultant is authorized by the County to retain copies of such data and materials at Consultant's expense.

B. Other than sharing information with designated third parties as previously directed by the County, no project information shall be disclosed by Consultant to third parties without prior written consent of the County or pursuant to a lawful court order directing such disclosure.

C. The County acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, all work products prepared under this

Agreement shall become the property of the County upon completion of the work. Consultant shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Scope Services shall remain the property of Consultant.

D. Upon request, Consultant shall provide to the County electronic versions of all work product, in the format directed by the County.

111. COMPENSATION

A. In consideration for the completion of the Scope of Services by Consultant, the County shall pay Consultant an amount not to exceed twenty-four thousand nine hundred eighty dollars (\$24,980.00). The method and manner of payment shall be as specified in **Exhibit B**, attached hereto and incorporated herein by this reference. The maximum amount specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Notwithstanding the maximum amount specified in subsection A hereof, Consultant shall only be paid for work performed. If Consultant completes the Scope of Services for a lesser amount than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount.

IV. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt of a Notice to Proceed, Consultant shall commence work as set forth in the Scope of Services or that portion of such work as is specified in said Notice. Except as may be changed in writing by the County, the Scope of Services shall be complete and Consultant shall furnish the County the specified deliverables as provided in Exhibit A.

V. PROFESSIONAL RESPONSIBILITY

A. Consultant 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. The work performed by Consultant 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 Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the County for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the County of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the County's review, approval or acceptance of, nor payment for, any of the services shall 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.

E. The County has hired Consultant for its professional expertise, and the Consultant may employ subcontractors to perform more than five (5%) of the work required under the Scope of Services. Upon execution of this Agreement, Consultant shall furnish to the County a list of proposed subcontractors, and Consultant shall not employ a subcontractor to whose employment the County reasonably objects. All contracts between Consultant and subcontractors shall conform to this agreement.

VI. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Consultant shall procure and maintain, (N/A - and shall cause any subcontractor of Consultant) to procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable 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.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, two million dollars (\$2,000,000) disease- policy limit, and two million dollars (\$2,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all

premises and operations. 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, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the County and the County's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and two million dollars (\$2,000,000) general aggregate.

C. Any insurance carried by the County, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

D. Consultant shall provide to the County a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the County. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of Consultant to procure or maintain the insurance required herein 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, and all monies so paid by the County shall be repaid by Consultant to the County upon demand, or the County may offset the cost of the premiums against any monies due to Consultant from the County.

VII. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the County and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney's 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 or the Scope of Services 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 Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant.

VIII. TERMINATION

This Agreement shall terminate at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, or upon the County's providing Consultant with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the County's issuance of written notice of intent to terminate, the County shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the County shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by the County thereafter shall be at the County's sole risk, unless otherwise consented to by Consultant.

IX. CONFLICT OF INTEREST

Consultant shall disclose any personal or private interest related to property or business within the County. Upon disclosure of any such interest, the County shall determine if the interest constitutes a conflict of interest. [If the County determines that a conflict of interest exists, the County may treat such conflict of interest as a default and terminate this Agreement.]

X. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a County employee for any purposes whatsoever. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

XI. RESERVED

XII. 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 obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Consultant and the County, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first-class United States Mail, addressed as follows:

The County:

Board of County Commissioners of the County of Park
1373 Castello Ave
Fairplay, Colorado 80440-1373

Consultant:

South Park Site
Stewards. Inc.
PO Box 207
Alma, Colorado 80420-0207

F. 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.

G. Modification. This Agreement may only be modified upon written agreement of the parties.

H. 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.

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, or otherwise available to the County and its officers or employees.

J. Rights and Remedies. 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, for work negligently or defectively performed.

K. Non-appropriation. As required by Article X, Section 20 of the Colorado Constitution, any obligation of the County not performed in the current fiscal year shall be subject to annual appropriation of funds by the County's governing body. Should sufficient funds not be appropriated for the County's performance in future fiscal years this agreement shall terminate and be of no further force or effect.

L. Excluded Party List. If this is a covered transaction as defined below, Consultant certifies by its signature that it has not been suspended, debarred, voluntarily excluded, or otherwise rendered ineligible, its principals have not been suspended, debarred, voluntarily excluded or otherwise rendered ineligible to participate in a federal payment program by any Federal or State of Colorado department or agency as provided in OMB guidance, 2 CFR part 180, implementing Executive Orders 12549 and 12689. A "Covered Transaction" is defined as those procurement contracts for goods or services awarded under a non procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000.00 or meet other specified criteria. Consultant certifies that it has completed the verification by checking the "Excluded Parties List System" (EPLS) at www.SAM.gov.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY
OF PARK**

ATTEST: _____

County Clerk

County Attorney

CONSULTANT

By: Mary Beth Parisi MARY BETH PARISI

STATE OF NEW MEXICO

COUNTY OF Santa Fe

The foregoing instrument was subscribed, sworn to and acknowledged before me this

16th day of February, 2026 by Mary Beth Parisi MARY BETH PARISI
as CO-DIRECTOR of SOUTH PARK SITE STEWARDS, INC.

My Commission expires: 9.19.27

Notary Public

[Signature]

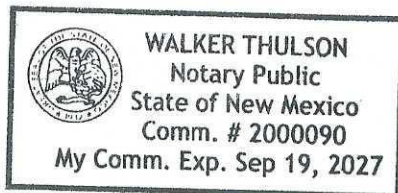


EXHIBIT A

SCOPE OF WORK

Project Purpose: The project continues the annual operations of SPSS including Documentation of archaeological sites and numerous outreach community events.

Deliverables:

1. MEETINGS

- A. February 2026 - Orientation & Planning meeting
- B. November 2026 - Review & Assessment meeting
- C. Contractor will be available to meet additionally up to 6 times via teleconference.

2. PROJECT NAME: 2026 Activities and Operations

Description: SPSS volunteer stewards monitor historic and prehistoric archaeological sites in South Park for human impacts due to vandalism and theft as well as natural damages from weather, erosion and wildfire. SPSS works with and monitors the sites from April through October for Pike National Forest Service, BLM, CO Parks and Wildlife, RMLL and other private landowners. Data is digitally mapped and recorded using ArcGIS on-line apps and services. New discoveries increase the archaeological knowledge and heritage of South Park.

SPSS is planning to contribute hands-on activities with the Edith Teter Elementary School fourth grade teacher on a joint educational program they are conducting with teachers in Buena Vista. SPSS will host an educational community outreach event, Archaeology Day in South Park, on Saturday July 11, 2026, to be held on the lawn of the old Park County Courthouse on Main Street in Fairplay. SPSS will also have an exhibit at International Archaeology Day at Red Rocks in Evergreen, CO on October 17, 2026. Both events are interactive and heavily attended by families, students and retirees giving the community a better understanding of the importance of the archaeological resources that exist in South Park and help contribute to their preservation.

Without employees, the majority of the activities and work is done by Board Members and volunteer stewards. SPSS does subcontract for professional services that include archaeological GIS database management, on-site training and consulting with accredited archaeologists, program management for day-to-day operations and volunteer coordination. Subcontractor agreements will exceed 5% of SPSS Scope of Services. Insurance requirements are not applicable to individual independent contractors.

**EXHIBIT B
COMPENSATION**

1. <u>Project NAME</u>		
	2026 Operations	\$24,980.00
2.	Line item 2	\$
3.	Line item 3	\$
4.	Line item 4	\$
5.	Line item 5	\$
6.	Line item 6	\$
7.	Line item 7	\$
8.	Line item 8	\$
9.	Line item 9	\$
10.	Line item 10	\$
TOTAL:		\$24,980.00



PARK COUNTY, COLORADO Voucher Policy

Effective Date: February 10, 2026 – if approved

SECTION 1: PURPOSE:

This policy specifically governs the Park County Government policies and procedures regarding the creation and signing of vouchers. Department Heads, Elected Officials and identified employees are expected to take the time to read and understand the entire process before submitting vouchers to the Budget & Finance Department. Additional details regarding specific processes and procedures will be provided by the Budget & Finance department.

SECTION 2: APPLICABILITY

This policy shall apply to all employees and elected officials who are responsible for creating and/or signing vouchers.

SECTION 3: POLICY STATEMENT

The Park County Government Voucher Policy establishes roles and requirements needed to process invoices for purchases made by each department. The Park County Budget & Finance department reserves the right to return a voucher to the department's Business Manager or otherwise appointed designee, for correction. All documentation can be requested by the Colorado Open Records Act (CORA) and accurate and timely payments are a priority.

SECTION 4: DEFINITIONS

The following definitions shall apply to this policy:

Voucher – A written statement provided by a department stating the intent to pay an invoice. This will include the vendor, the invoice number, the period the invoice was billed, payment account scheme, invoice dollar amount and a signature from an authorized signer of that department. (Please note that in order to comply with internal controls and proper segregation of duties, the person creating the voucher cannot be the reviewing/signing party.) Vouchers should be reviewed by the Department Head, Elected Official or Department Authorized Signer for correct account coding and availability of budget.

Invoice – A document that charges a customer for goods or services provided.

Statement – A document of multiple invoices owed to the same vendor. [NOT to be used in place of an invoice.] A voucher will be rejected if the only support is a statement. Any exception regarding statements as support will be reviewed and approved by the Budget & Finance Director.

SECTION 5: RESPONSIBILITIES

Business Manager (if applicable, within a department) – The designated employee of a department who is required to complete vouchers and track all invoices and payments coming due. Required to process invoices on a weekly basis for payment the following week.

Department Head, Elected Official or Authorized Signer – The person who reviews vouchers for accuracy and assumes full responsibility for the accuracy of the charges and the amount to be paid. This person will confirm that the invoices are accurate, the account coding is correct and falls within budget. Authorized signer forms should be completed and kept on file in the Budget & Finance office.

SECTION 6: RESTRICTIONS

This segment is to ensure checks and balances for vouchers.

In order to comply with proper internal controls and segregation of duties, the person who completes the voucher (the Business Manager or another designated employee) may NOT be the same person to approve the voucher.

The voucher approver (Department Head, Elected Official, or otherwise designated employee) may NOT be the same person who enters the invoice and creates the voucher. The approving signer must have completed the Signature Authorization form if they are not the director or elected official, and a copy must be on file with Budget & Finance for reference.

Invoices should be processed and vouchers should be turned into Budget & Finance on a weekly basis. Invoices are to be paid as they are received and are NOT to be filed for later processing. This is to ensure that invoices are paid on time and the County remains in good standing. Repeated failures to comply with policy will be reported to the respective Department Head, Elected Official and/ or County Manager, as appropriate, and corrective action may be taken.

Checks for completed vouchers will be cut on Tuesdays. Vouchers that are not completed by the previous Thursday (end-of-day) will not be paid until the following check run.

SECTION 7: AUDITING AND MISUSE/ ENFORCEMENT

All vouchers will be reviewed by the Budget & Finance department to ensure that County procedures are properly practiced. Every voucher MUST be inspected by the Department Head or Authorized Signer for accuracy and verification of budget availability.

The primary purpose of an audit is to ensure the proper expenditure of funds. The secondary purpose is to track data on timely payments, prevent late fees, and keep the County in good standing with our vendors. As a result of the audit, the Voucher Policy may be updated for future use.

The Budget & Finance department will review vouchers as they are submitted, ensuring documentation completeness, compliance with policy, and timely payment.

Auditing may also include an inspection by the external auditor to review for compliance with the County purchasing policy and procedures.

The Budget & Finance department shall return any voucher submitted that fails to meet the requirements outlined in this policy or if an additional rational reason exists and an investigation is necessary.

Any suspected misuse, including unauthorized signatures, failure to submit invoices in a timely fashion, or missing documentation must be reported to the Budget & Finance Director and the Director or Elected official of the department affected. Any misuse may result in disciplinary action, including and up to termination of employment to be addressed with HR in accordance with employment policies.

The privilege to be an Authorized Signer for the County may be revoked at any time by the Administration.

SECTION 11: POLICY & UPDATES

This policy shall be reviewed annually by the Budget & Finance department (or designated fiscal oversight body) and any changes shall be submitted to the BOCC for approval.

This Voucher Policy was adopted by the Board of County Commissioners on the _____ day of March, 2026.

David Wissel Chair, Board of County Commissioners

ATTEST:

(SEAL)

County Clerk and Recorder

General Guidelines for Public Comment

During

Board of County Commissioners Meetings and Public Hearings

Approved by Resolution No. 24-003

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.
