

**PARK COUNTY BOARD OF COMMISSIONERS
AGENDA
WEDNESDAY, JANUARY 7TH 2025
3:00 PM CALL TO ORDER**

Video

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

<https://us06web.zoom.us/j/87016320974>

Audio

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

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

**Meeting ID: 632 627 219
Password: 04408**

For the purpose of an accurate public record, you will need to identify yourself when you enter the meeting and when prompted

3:00PM CALL TO ORDER

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

CONSENT ITEMS:

.I. APPROVAL OF VOUCHERS

.II. APPROVAL OF MINUTES

Documents:

[Minutes 12172025 DRAFT_edited.pdf](#)
[12222025 Minutes.pdf](#)

CONSIDERATION AND/OR DECISION ON THE FOLLOWING ITEMS:

.I. APPROVED/DENY RESOLUTION FOR LAND USE CASE A25-0086

Documents:

[A25-0086 BOCC RESOLUTION.pdf](#)

.II. APPROVED/DENY RESOLUTION FOR LAND USE CASE A25-0092

Documents:

.III. APPROVE/DENY RESOLUTION FOR VARIANCE CASE # A25-0105

Documents:

[PC Board of Health Resolution - variance case 25-105.pdf](#)

.IV. APPROVE/DENY 2025 HUTF CHANGES AND MILEAGE CHANGE REPORT

Documents:

[Updates to 2025 HUTF and Annual mileage report.pdf](#)

.V. APPROVE/DENY PROFESSIONAL SERVICE AGREEMENT FOR ARBITRATION

Documents:

[Signed Park County Contract.pdf](#)

.VI. APPROVE/DENY JUST APPRAISAL CONTRACT

.VII. APPROVE/DENY ABE BOARD VACANCY AND RE-APPOINTMENT RECOMMENDATIONS

PUBLIC HEARING(S)

PUBLIC COMMENTS

EXECUTIVE SESSION TO DISCUSS C.R.S. § 30-11-107(2)(A) & (B): OUTLINES THE POWERS OF THE BOARD OF COUNTY COMMISSIONERS IN COLORADO. AS WELL AS C.R.S. § 30-28-124.5: COUNTY COURT ACTIONS FOR CIVIL PENALTIES FOR ZONING VIOLATIONS

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
WEDNESDAY, DECEMBER 17TH 2025
3:00 PM CALL TO ORDER**

The meeting was called to order by Chairperson Wissel. Commissioner Amy Mitchell and Commissioner Jason Gemmer, Lucas Meyer County Manager, Nate Osterberg representing John Evans, County Attorney were also present.

PLEDGE OF ALLEGIANCE

The Invocation and Pledge of Allegiance was led by Commissioner Wissel.

AGENDA APPROVAL

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

CONSENT ITEMS:

.I. APPROVAL OF VOUCHERS

.II. APPROVAL OF MINUTES

Mitchell motioned to approve vouchers and minutes. Gemmer seconded, carried 3-0

Documents:

[Minutes amended 12102025.pdf](#)

[Minutes 12152025.pdf](#)

Mitchell motioned to RECESS AS BOARD OF COUNTY COMMISSIONERS AND

CONVENE AS BOARD OF HEALTH. Gemmer seconded, carried 3-0

.I. BOARD OF HEALTH – CASE #A25-0105 APPLICANT GINNIE LARSON – CONTINUED TO SPECIAL MEETING DECEMBER 22ND, 2025

Mitchell motioned to continue this agenda item until December 22nd. Gemmer seconded, carried 3-0.

Mitchell motioned to
ADJOURN AS THE BOARD OF HEALTH AND
RECONVENE AS THE BOARD OF COUNTY COMMISSIONERS. Gemmer seconded, carried 3-0.

CONSIDERATION AND/OR DECISION ON THE FOLLOWING ITEMS:

.I. APPROVE/DENY CLG GRANT NOMINATIONS PROJECT PROFESSIONAL SERVICE AGREEMENT

Documents: [CO-25-10003 PSA Pine Street Preservation AU signed.pdf](#)

Mitchell motioned to approve the CLG GRANT NOMINATIONS PROJECT PROFESSIONAL SERVICE AGREEMENT. Gemmer seconded, carried 3-0

.II. APPROVE/DENY OLD COURTHOUSE INTERIM PAY REQUEST

Documents: [25 PL 011 Old Courthouse INTERIM Pay Request.pdf](#)

Mitchell motioned to approve the OLD COURTHOUSE INTERIM PAY REQUEST. Gemmer seconded, carried 3-0

.III. APPROVE/DENY RESOLUTION ESTABLISHING THE STIPEND FOR BOCC APPOINTED BOARD VOLUNTEERS ATTENDING MEETINGS IN PERSON.

Documents: [BOCC Establishing a stipend for BOCC Appointed Boards 11-20-2025.pdf](#)

Mitchell motioned to approve the RESOLUTION ESTABLISHING THE STIPEND FOR BOCC APPOINTED BOARD VOLUNTEERS ATTENDING MEETINGS IN-PERSON. Gemmer seconded, carried 3-0

RESOLUTION #2025-035

- .IV. FORMAL ADOPTION OF THE 2026 PARK COUNTY BUDGET
 - .I. APPROVE/DENY RESOLUTION APPROVING THE 2026 FINAL BUDGET
 - .II. APPROVE/DENY RESOLUTION OF COUNTY MILL LEVY
 - .III. APPROVE/DENY RESOLUTION OF APPROPRIATION
 - .IV. APPROVE/DENY BUDGET RESOLUTION

Mitchell motioned to continue this agenda item to the December 22nd Special Meeting at 10:00am. Gemmer seconded, carried 3-0

- .V. APPROVE/DENY FINANCIAL POLICIES
 - .I. PURCHASING
 - .II. COMPANY VEHICLES
 - .III. TRAVEL
 - .IV. MEALS

Mitchell motioned to approve the PURCHASING AND TRAVEL POLICIES effective January 1, 2026 and postpone the COMPANY VEHICLES AND MEALS POLICIES to a future date when ready. Gemmer seconded, carried 3-0

.VI. APPROVE/DENY PUBLIC HEALTH PRACTICE PLANNING & LOCAL PARTNERSHIP CONTRACT SCOPE OF WORK

Mitchell motioned to approve PUBLIC HEALTH PRACTICE PLANNING & LOCAL PARTNERSHIP CONTRACT SCOPE OF WORK. Gemmer seconded, carried 3-0

- .V. APPROVE/DENY REQUEST BY SHERIFF MCGRAW TO ADD TODD COLLINS AS A NEW VENDOR

Gemmer moved to approve the REQUEST BY SHERIFF MCGRAW TO ADD TODD COLLINS AS A temporary VENDOR. Mitchell seconded, carried 3-0

PUBLIC HEARINGS

.I. CONTINUATION OF LAND USE CASE #a25-0045 JOHN LITTLEHORN

Documents: [A25-0045 Balderston BOCC Continuance Packet Redacted.pdf](#)

Shelli Yarbrough, Park County Planning, asked for a Continuance on this case.

Mitchell motioned to continue this case to January 14 at 3:00pm. Gemmer seconded, carried 3-0

.II. MINOR SUBDIVISION CASE #A25-0086- APPLICANT TODD FREEMAN

Documents: [A25-0086 BOCC-Package Redacted.pdf](#)

Shelli Yarbrough, Park County Planning, presented for Kay Wolf

Todd Freeman, Applicant was present via Zoom

There were no Public Comments in favor nor in opposition

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

Mitchell moved to direct staff to prepare a Resolution approving CASE #A25-0086 with no conditions. Gemmer seconded, carried 3-0

.III. COMMON PLAT AMENDMENT CASE #A25-0092 – APPLICANT JACKSON KREBILL AND ASHLEY LAVALLEE

Documents: [A25-0092 Krebill BOCC Packet Redacted.pdf](#)

Shelli Yarbrough, Park County Planning, presented

Jackson Krebill, Applicant was present via Zoom

There were no Public Comments in favor nor in opposition

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

Mitchell moved to direct staff to prepare a Resolution approving CASE #A25-0092 with no conditions. Gemmer seconded, carried 3-0

PUBLIC COMMENTS

There were none

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

ADJOURN

Mitchell motioned to Adjourn. Gemmer seconded, carried 3-0

**PARK COUNTY BOARD OF COMMISSIONERS
MINUTES
MONDAY, DECEMBER 22ND, 2025
10:00 AM CALL TO ORDER**

The meeting was called to order by Chairperson Wissel. Commissioners Amy Mitchell and Jason Gemmer were present, Lucas Meyer County Manager was present.

PLEDGE OF ALLEGIANCE

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

AGENDA APPROVAL

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

RECESS AS THE BOARD OF COUNTY COMMISSIONERS

CONVENE AS BOARD OF HEALTH

Mitchell motioned to recess as the Board of County Commissioners and convene as the Board of Health. Gemmer seconded carried 3-0

BOARD OF HEALTH – CASE #A25-0105 APPLICANT GINNIE LARSON

Property is a dry cabin that is being improved with full infrastructure to include a new well and septic. The parcel is described as T06 R73 S26 SE4 TR IN SE4 26-6-73 AKA Lot 1 Royals and addressed 61 Shelton Dr Bailey, CO 80421 Applicant is requesting that a 10' variance be granted to allow the well and septic to be within the 100' setback requirement using advanced treatment methods.

Brandon Heacock presented

Ginnie Larson presented

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

Mitchell motioned to direct staff to write a resolution approving the applicants request that a 10' variance be granted to allow the well and septic to be within the 100' setback requirement using advanced treatment methods. Gemmer seconded, carried 3-0

Documents:

1. [Staff Report.pdf](#)
2. [Park County Well Hardship Variance 08-03-25 \(002\)_Redacted.pdf](#)
3. [CO Div of Water Resources Letter \(002\)_Redacted.pdf](#)

ADJOURN AS BOARD OF HEALTH

RECONVENE AS THE BOARD OF COUNTY COMMISSIONERS

CONSIDERATION AND/OR DECISION ON THE FOLLOWING ITEMS:

Mitchell motioned to adjourn as Board of Health and reconvene as the Board of County Commissioners. Gemmer seconded, carried 3-0

.I. FORMAL ADOPTION OF THE 2026 PARK COUNTY BUDGET

There was a short break taken for paperwork, meeting reconvened at 10.51am.

I. APPROVE/DENY RESOLUTION APPROVING THE 2026 FINAL BUDGET

Mitchell motioned to approve Resolution #2025-36, A Resolution summarizing expenditures and revenues for each fund and adopting a budget for the County of Park, Colorado, for the calendar year beginning of the first day of January 2026 and ending on the last day of December 2026. Gemmer seconded, carried 3-0.

II. APPROVE/DENY RESOLUTION OF COUNTY MILL LEVY

Gemmer motioned to approve Resolution 2025-38, A Resolution of the Board of County Commissioners for the County of Park, Colorado, levying general property taxes for the year 2025, to help defray the cost of Government for the County of Park, Colorado, for the 2026 Budget Year. Mitchell seconded, carried 3-0

III. APPROVE/DENY RESOLUTION OF APPROPRIATION

Mitchell motioned to approve Resolution 2025-37, A Resolution appropriating sums of money to the various funds and spending agencies, in the amount and for the purpose set forth below, for the County Park, Colorado, for the 2026 Budget Year. Gemmer seconded, carried 3--0

IV. APPROVE/DENY BUDGET RESOLUTION

Mitchell motion to approve Resolution 2025-39, A Resolution levying general property taxes for the year 2025 to help defray the costs of Government for the County of Park, Colorado, for the 2026 Budget Year. Gemmer seconded, carried 3-0

PUBLIC HEARING(S)

.I.

SUPPLEMENTAL APPROPRIATION TO THE 2025 BUDGET

Documents:

Cindy Gharst presented

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

Mitchell motioned to approve Resolution 2025-40, A Resolution summarizing expenditures and revenues for supplemental appropriations to the Budget of the County of Park, Colorado, for the calendar year beginning on the first day of January, 2025 and ending on the last day of December 2025. Gemmer seconded, carried 3-0.

1. [2025 Supplemental Appropriation Public Notice.pdf](#)

2. [Supplemental Appropriation Resolution - Dec 2025.pdf](#)

PUBLIC COMMENTS

None

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

Mitchell motioned to adjourn meeting at 11.26am. Gemmer seconded, carried 3-0

ADMINISTRATIVE SESSION

UPDATE ON CONDITION OF PARK COUNTY JAIL

.1.

**PARK COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS
Resolution No. 2025-_____**

A RESOLUTION RECOMMENDING APPROVAL TO SUBDIVIDE A 23.40-ACRE PARCEL INTO TWO LOTS. PROPERTY IS DESCRIBED AS T07 R72 S17 SE4 A PARCEL BEING IN A PORTION OF SE2 SECT 17 AKA NEW PARCEL 1 DESC IN PLAT R791658 17-7-72, ADDRESSED AS 150 SUMMIT DR, BAILEY.

WHEREAS, Todd Freeman, 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 CONDITIONAL USE PERMIT WITH THE FOLLOWING CONDITIONS:

1. None

Moved, seconded, and passed this _____ day of _____ 2025.

PARK COUNTY BOARD OF COUNTY COMMISSIONERS

David Wissel: Chairman

ATTEST:

County Clerk

Commissioner Wissel Aye ___ Nay ___

Commissioner Gemmer Aye ___ Nay ___

Commissioner Mitchell Aye ___ Nay ___

PARK COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS
Resolution No. 2025- _____

**A RESOLUTION APPROVING AN APPLICATION FOR A COMMON PLAT
AMENDMENT OF LOTS 79 & 80 IN UNIT 4, LOT 90 IN UNIT 5, OF THE K-Z RANCH
ESTATES SUBDIVISION AND A PART OF THE PART OF THE SOUTHWEST ¼
OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 73 WEST –
ADDRESSED AS 368 RISING SUN RD, BAILEY**

WHEREAS, the Applicants, Jackson Krebill and Ashley Lavallee, have applied for a Common Plat Amendment; 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 common plat amendment meets the criteria for a common plat amendment as set forth in Section 6-504 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 COMMON PLAT AMENDMENT BASED ON THE FOLLOWING FINDINGS OF FACT:

1. The Common Plat Amendment amends a County-approved and recorded Minor Plat, Final Plat, or Exemption Plat;
2. The Common Plat Amendment conforms to all applicable zoning or other standards and does not increase any nonconformity of an already legally nonconforming lot;
3. The Common Plat Amendment meets all applicable requirements of the Park County Land Use Regulations;
4. The Common Plat Amendment substantially conforms to the goals and policies of the Strategic Master Plan;
5. The Common Plat Amendment will not cause significant hardship or inconvenience for adjacent or neighboring landowners; and
6. The Common Plat Amendment does not create or result in an illogical or inefficient lot layout or subdivision.

Moved, seconded, and passed this _____ day of _____, 2025.

PARK COUNTY BOARD OF COUNTY COMMISSIONERS

David Wissell, Chairperson

ATTEST:

County Clerk

Commissioner Wissel	Aye	__	Nay	__
Commissioner Gemmer	Aye	__	Nay	__
Commissioner Mitchell	Aye	__	Nay	__

**PARK COUNTY
BOARD OF HEALTH
RESOLUTION #12-2025-01**

**PROPERTY IS DESCRIBED AS T06 R73 S26 SE4 TR IN SE4 26-6-73 AKA LOT 1 ROYALS,
ADDRESSED AS 61 SHELTON DRIVE, BAILEY CO 80421.**

WHEREAS, the Board of Health held an open public meeting, notice duly given thereof, on December 22nd, 2025, at the Commissioner’s Meeting Room in Fairplay, Colorado; and

WHEREAS, Ginnie Larson has applied for a 10’ variance to allow the well and septic to be within the 100’ setback requirement using advanced treatment methods; and

WHEREAS, the Park County Board of Health has reviewed the application and the recommendation of the Planning Department;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF HEALTH FOR PARK COUNTY, COLORADO, THAT:

Section 1. The application for a Variance of the abovementioned legal description, County of Park, State of Colorado is hereby:

_____ Approved

_____ Denied

With no conditions.

Section 2. The basis and grounds supporting such decision are documented by the recorded testimony and other evidence presented before the Board of Health. In particular, the Board of Health finds that the application for a variance:

_____ Meets _____ Does Not Meet the requirements for a Variance as provided by the current Park County Land Use Regulations.

MOVED, SECONDED, AND PASSED THIS 22nd DAY OF DECEMBER, 2025

Dave Wissell, Chairperson

ATTEST:

Secretary



Colorado Department of Transportation

Park Co Signature Sheet

FIPS Code : 093

12/18/2025

322.110 miles of arterial streets
1251.735 miles of local streets
1573.845 total miles of H.U.T. eligible streets
270.690 miles of non H.U.T. eligible streets - Maintained by others
86.600 miles of non H.U.T. eligible streets - Not maintained

This mileage is the certified total as of December 31, 2025

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

The Colorado Department of Transportation can contact the following person with questions regarding this report:

Name Greg Kasparek Phone 319-836-4276

Submit this signed copy with your annual mileage change report to the Colorado Department of Transportation.

Commissioner	Date

We are required to inform you that a penalty of perjury statement is required pursuant to section 18-8-503 C.R.S. 2005, concerning the removal of requirements that certain forms be notarized.

Explanation of 2025 HUTF Changes

All of the splits were done for internal snow route planning.

Auk Ave was dropped due to it being an undeveloped road.

Funding was reinstated for all of Will 'o the Wisp subdivision to reflect maintenance activities.

Edits were made to several segments due to typos or other errors.

PV32 was defunded until we can determine the actual status of the road.

HA50 was defunded to make it the same status as the rest of Harris Park.

2025 changes

SPLIT-KZ6	SADDLESTRING RD	2	100	KZ7	N	FSR 101	0.66
KZ6	SADDLESTRING RD	4	200	FSR 101	NW	43	0.27
SPLIT-KZ3	RISING SUN RD	2	100	KZ6	SE	KZ4	0.29
KZ3	RISING SUN RD	1	200	KZ4	N	43	0.29
SPLIT-WO10	NOVA RD	1	100	WO5	S	CR 74	2.57
WO10	NOVA RD	5	200	CR74	E	COLI	0.49
SPLIT-BU38	OVERLOOK DR	1	100	72	N	DS4	0.23
BU38	OVERLOOK DR	2	200	DS4	NE	CDS	0.28
SPLIT-68	68	1	350	SRFCH	SE	70	3.83
68	68	2	400	70	SE	860	1.73
DROP-BU12	AUK AV	DROP	100	CDS	NE	BU10	0.03
SPLIT-HP2	OLD STATE RD	DEFUND	100	HP1	NE	HP3	0.28
HP2	OLD STATE RD	2	200	HP3	NE	END	0.4
SPLIT-KZ2	CHUCKLING CREEK RD	1	100	KZ1	W	KZ3	0.28
KZ2	CHUCKLING CREEK RD	2	200	KZ3	NW	KZ5	0.14
ADD-WOW1	WISP CREEK DR	1	100	SH 285	SE	CDS	0.92
ADD-WOW2	BUTTERMILK LN	1	100	WOW1	NE	CDS	0.09
ADD-WOW3	SILVER SPRINGS RD	1	100	WOW1	NE	CDS	0.25
ADD-WOW4	SUNLIGHT LN	1	100	CDS	NE	WOW1	0.15
SPLIT-WU15	SADDLE HORN RD	1	100	WU14	NE	WU16	0.49
WU15	SADDLE HORN RD	3	200	WU16	NE	CDS	0.26
SPLIT-WU16	CANTEEN WY	3	100	CDS	NW	WU18	0.13

WU16	CANTEEN WY	1	200	WU18	NE	WU15	0.57
EDIT-WU18	HOBBLE WY	1	100	WU15	E	WU16	0.5
SPLIT-WU3	RANCH RD	4	150	WU65	NE	WU64	0.3
WU3	RANCH RD	1	200	WU64	NE	WU4	6.62
SPLIT-4		4	100	SH 9	N	PV2	2
SPLIT-5		4	200	PV2	N	RESERVOIR	1.26
SPLIT-6		4	300	RESERVOIR	SW	PV2	0.2
SPLIT-7		4	400	PV2	E	SH 9	0.74
Defund-PV32							
SPLIT-12		12	100	BGN	E	698	3.95
12		5	150	698	NE	GH1	0.83
12		1	200	GH1	SW	SH 9	2.32
SPLIT-IM118	SHOSHONE DR	1	400	IM127	NE	IM119	0.15
IM118	SHOSHONE DR	2	450	IM119	NE	IM121	0.05
IM118	SHOSHONE DR	4	500	IM121	NE	END	0.07
SPLIT-CA7	GALAHAD WY	2	100	BGN	S	CA13	1.26
CA7	GALAHAD WY	1	150	CA13	S	CA1	2.64
EDIT-SO26	BADGER LN		200	SO10	E	SO7	0.5
EDIT-WW3	YELLOWSTONE RD	2	100	WW1	NW	WW5	0.84
	YELLOWSTONE RD	3	200	WW5	N	CDS	1.58
SPLIT-EN4	KIOWA TR	3	100	EN1	E	EN7	0.69
EN4	KIOWA TR	4	200	EN7	SE	EN1	3.08

SPLIT-ES17	HARD HICKORY TR	4	100	ES14	E	ES5	0.37
ES17	HARD HICKORY TR	3	125	ES5	E	ES5	0.13
ES17	HARD HICKORY TR	4	150	ES5	E	ES16	0.79
SPLIT-ES149	COMANCHE TR	4	100	ES143	E	ES86	1.97
ES149	COMANCHE TR	3	150	ES86	E	53	1.02
SPLIT-NM30	CAHOKIA RD	2	200	NM42	SW	NM42	1.47
NM30	CAHOKIA RD	4	300	NM42	SE	NM46	0.57
NM30	CAHOKIA RD	2	400	NM46	N	NM42	0.38
SPLIT-NM31	BLACK BEAVER RD	4	100	NM30	NW	NM38	0.22
NM31	BLACK BEAVER RD	2	150	NM38	N	NM25	0.27
EDIT-NM50	COMANCHE TR	2	100	NM49	E	SH 9	0.06
SPLIT-PK14	PLATEAU DR	1	100	PK11	N	PK16	0.82
PK14	PLATEAU DR	4	200	PK16	NE	CDS	0.16
SPLIT-PK11	CANYON DR	2	200	PK14	NE	PK11	0.53
PK11	CANYON DR	2	300	PK11	N	CDS	0.33

Defund HA50

X
X

16 X
16 X

1 X
1 X

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16 X

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 26th day of December 2025, by and between the Board of County Commissioners of the County of Park, a Colorado county (the "County") and Daisy Glassburn, 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 Consultant shall be returned to the County, upon request.

B. The County acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, all work product 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.

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

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Consultant, the County shall pay Consultant an amount of \$150 per hour for services. 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

Consultant shall commence work as set forth in the Scope of Services (Exhibit A) on or after Thursday, January 29th, 2026 and shall complete work by Monday, February 9th, 2026. No work will be reimbursed until after the contract commencement date and no work completed after the end date will be reimbursed. 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. Because the County has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform the work required under the Scope of Services.

VI. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the County and its officers, insurers, volunteers, representative, 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.

VII. 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.

VIII. 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.

IX. 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.

X. EMPLOYEES/SUBCONTRACTORS

If the Consultant does not have employees and will not use subcontractors. The Consultant shall sign the “No Employee Affidavit” attached hereto.

XI. 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: Lucas Meyer
Assistant County Manager
865 Castello Ave.
PO Box 1373
Fairplay, Co. 80440

Consultant: Daisy Glassburn
PO Box 99
Parker, CO 80134

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.

**ASSISTANT COUNTY MANAGER FOR THE
BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF PARK**

Lucas Meyer

ATTEST:

, County Clerk

