



**Clear Creek County Board Of County Commissioners**

**Regular Meeting Agenda**

**405 Argentine Street, Georgetown, CO 80444**

**February 17, 2026**

**8:30 a.m.**

**BOARD OF COUNTY COMMISSIONERS REGULAR SESSION**

1. Meeting Called To Order
2. Public Comment – (Members Of The Audience Have Three Minutes To Present A Matter Of Concern To The Board. No Official Action May Be Taken At This Time.)
3. Communications Update- Megan Hiler-Wilson
4. County Manager Updates – Colton Rohloff
5. County Commissioner Updates – Commissioners

**PUBLIC HEARING**

**LOCAL LIQUOR LICENSING AUTHORITY**

6. Consideration Of Approval Of Bed And Breakfast Liquor Permit For Sarinna Yoder DbA The Silver Lake Lodge – Nanette Reimer (\*\*THIS HEARING WILL BE OPENED AND THEN IMMEDIATELY CONTINUED TO MARCH 3, 2026 \*\*)

Documents:

[2026-02-17 YODER MEMO OPEN AND CONTINUE.PDF](#)

**BOARD OF COUNTY COMMISSIONERS ACTION ITEMS**

**7. CONSENT AGENDA:**

- A. Consideration Of Approval Of Warrant Register

Documents:

[BOARD AGENDA MEMO.PDF](#)  
[1. WARRANT REGISTER PACKET.PDF](#)

B. Consideration Of Approval Of Professional Services Agreement For Real Estate Services

Documents:

[BOARD AGENDA MEMO.PDF](#)  
[1. PROFESSIONAL SERVICES AGREEMENT.PDF](#)

C. Consideration Of Approval Of Resolution R-26-22, A Resolution Authorizing The Sale Of Real Property And Granting Signature Authority To Execute Real Estate Documents For The Sale Of Real Property

Documents:

[BOARD AGENDA MEMO.PDF](#)  
[RESOLUTION R-26-22.PDF](#)

D. Consideration Of Approval Of An Intergovernmental Agreement Between Clear Creek County And Clear Creek Regional Housing Authority For A Department Of Local Affairs Local Planning Capacity Grant

Documents:

[BOARD AGENDA MEMO.PDF](#)  
[1. INTERGOVERNMENTAL AGREEMENT.PDF](#)

E. Consideration Of Resolution 26-18, A Resolution Appointing Members To The Board Of Directors Of The Clear Creek County Tourism Bureau

Documents:

[BOARD AGENDA MEMO.PDF](#)  
[1. RESOLUTION R-26-18.PDF](#)  
[2. APPLICATION MATERIAL FOR RE-APPOINTMNT REDACTED- CODI BAIR.PDF](#)  
[3. APPLICATION MATERIAL FOR RE-APPOINTEMENT REDACTED - NICHOLE NEMMERS.PDF](#)

F. Consideration Of Approval Of PW 24-08 Amendment To The Agreement Between Owner And Engineer For Professional Services With RockSol Consulting Group, Inc.

Documents:

[BOARD AGENDA MEMO.PDF](#)  
[1. AMENDMENT TO AGREEMENT.PDF](#)  
[2. ORIGINAL AGREEMENT.PDF](#)

G. Consideration Of Resolution R-26-21, A Resolution Adopting Updated Compensation Plan Guidelines For All Clear Creek County Employees, Including Those Of Elected Officials, Establishing An Exceptional Performance (Star Performer) Compensation Policy, And Rescinding Resolution R-25-08

Documents:

[BOARD AGENDA MEMO.PDF](#)  
[1. RESOLUTION R-26-21 WITH EXHIBIT A.PDF](#)  
[2. RESOLUTION R-25-08 WITH EXHIBIT A.PDF](#)

H. Consideration Of Approval Of Resolution R-26-20, A Resolution Adopting The Clear Creek County Workplace Safety Policy And Appendices

Documents:

- BOARD AGENDA MEMO.PDF
- 1. RESOLUTION R-26-20.PDF
- 2. JOB SPECIFIC SAFETY RULES TEMPLATE.PDF
- 3. SAFETY RULES VIOLATION DOCUMENTATION FORM.PDF

I. Consideration Of Letter Of Support For The City Of Idaho Springs And Clear Creek Metropolitan Recreation's District Application To The Great Outdoors Colorado Community Impact Grant Program For Phase 2 Of The Shelly Quinn Park Redevelopment

Documents:

- BOARD AGENDA MEMO.PDF
- 1. GOCO LETTER OF SUPPORT.PDF

**BREAK**

**PUBLIC HEARING**

8. Consideration Of Resolution R-26-16, To Establish A Special Use Permit For Case #SUP2025-03 Coors Parking Lot For Mike Soucie, Clear Creek Development LLC On Behalf Of Williams Fork Valley Ranch LLC In The St. Mary's Area – Garrett McAllister (\*\*THIS IS A CONTINUATION OF THE HEARING OPENED ON FEBRUARY 3, 2026\*\*)

Documents:

- BOARD AGENDA MEMO.PDF
- 1. COORS SUP PC PACKET 1.21.26.PDF
- 2. PLANNING COMMISSION DRAFT MEETING MINUTES 1.21.2026.PDF
- 3. PLANNING COMMISSION RESOLUTION PC-25-09.PDF
- 4. SUP2025-03 SITE PLAN REVISION 01-26-2026.PDF
- 5. RESOLUTION R-26-16.PDF
- 6. PRESENTATION.PDF

**BREAK FOR LUNCH**

**BOARD OF COUNTY COMMISSIONERS WORK SESSION**

9. 2:00 P.m. Work Session: Meeting With The Gilpin County Board Of County Commissioners To Discuss Common Matters Of Interest Including, But Not Limited To, Charlie's Place And The Clear Creek County Sport Shooting Park

Documents:

- BOARD AGENDA MEMO.PDF
- 1. CP PRESENTATION JOINT MEETING 2-17-2026.PDF
- 2. ANNUAL ANIMAL SERVICES REPORT 2025.PDF
- 3. SHOOTING RANGE UPDATE 2.12.2026.PDF
- 4. GILPIN DOGS AND CATS LENGTH OF STAY 2025.PDF

**BREAK**

**BOARD OF COUNTY COMMISSIONERS REGULAR SESSION**

10. Work Session: Gateway Partnership For Early Childhood Member Memorandum Of Understanding

Documents:

[BOARD AGENDA MEMO.PDF](#)  
[1. DRAFT MOU GATEWAY PARTNERSHIP.PDF](#)

11. Executive Sessions: The Board Will Move Into Executive Session For The Following Purposes:

A. Pursuant To C.R.S. § 24-6-402(4)(B) And (E), For The Board Of County Commissioners To Confer With The County Attorney For The Purposes Of: 1) Receiving Legal Advice On Specific Legal Questions Pertaining To The County's 1041 Regulatory Authority Over The Peak Period Shoulder Lanes (PPSL) Within Its Jurisdiction And; And, 2) Determining Positions Relative To Matters That May Be Subject To Negotiations; Developing Strategy For Negotiations; And Instructing Negotiators With Regard To Enforcing That Regulatory Authority.

B. Pursuant To C.R.S. § 24-6-402(4)(B) And (E), For The Board Of County Commissioners To Confer With The County Attorney For The Purposes Of: 1) Receiving Legal Advice On Specific Legal Questions Relating To Code Enforcement Case COD-25-007 (California Parcel, Owned By Fox Gulch LLC); And, 2) Determining Positions Relative To Matters That May Be Subject To Negotiations; Developing Strategy For Negotiations; And Instructing Negotiators With Regard To The Aforementioned Code Enforcement Cases.

C. Pursuant To C.R.S. § 24-6-402(4)(B) And (E), For The Board Of County Commissioners To Confer With The County Attorney For The Purposes Of: 1) Receiving Legal Advice On Specific Legal Questions Relating To Matters Involving Potential Litigation Or Other Action To Address A Decision By The Lookout Mountain Water District That Will Negatively Impact The Ability Of Clear Creek High School And Surrounding Areas To Provide For Fire Suppression And Other Public Safety Needs, In Addition To Other Potential Adverse Impacts; And, 2) Determining Positions Relative To Matters That May Be Subject To Negotiations; Developing Strategy For Negotiations; And Instructing Negotiators With Regard To The Aforementioned Issue.

12. Adjourn

To Join And Listen To The Meeting, Please Do The Following:

[Please click the link below to join the webinar:](#)

**[HTTPS://ZOOM.US/J/167562115](https://zoom.us/j/167562115)**

**Or Telephone:**

Dial (for higher quality, dial a number based on your current location):

US: 669 900 6833 or

346 248 7799 or

253 215 8782

**Webinar ID: 167 562 115**

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Adjourn

PETER A. LICHTMAN  
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303-679-2326

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KATHERINE PARKER  
ASST. COUNTY ATTORNEY  
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**Office of the County Attorney**  
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NANETTE REIMER  
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SENIOR PARALEGAL  
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<https://www.clearcreekcounty.us/185/County-Attorney>

**MEMORANDUM**

TO: Board of County Commissioners

FROM: Nanette Reimer  
Office of the County Attorney

DATE: February 17, 2026

RE: Bed and Breakfast Permit Application

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**Applicant:** Sarinna Yoder d/b/a The Silver Lake Lodge

**Proposed Licensed Premises:** 336 Crest Drive  
Idaho Springs, CO 80452  
St. Mary's Glacier

**Permit Type:** Bed and Breakfast Permit

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Sarinna Yoder, dba The Silver Lake Lodge has submitted an application for a Bed and Breakfast Permit to serve alcohol, as allowed by the permit, at The Silver Lake Lodge, located at 336 Crest Drive, in the St. Mary's Glacier area. This application has completed the review process and is ready for approval by the Board of County Commissioners for Clear Creek County. Unfortunately, notice of the hearing by publication was not sent to the newspaper in time to meet the statutory publication requirements for today's hearing. The property was properly posted with notice of the hearing for today, as required.

Due to the lack of proper notice by publication for today's hearing, we are asking that the Board open and continue this hearing to March 3, 2026. Open and continuing the hearing today will satisfy the statutory posting requirement, and also allow us to meet the statutory requirements for publication for the March 3, 2026 hearing date.

c: Sarinna Yoder



# Board Agenda Background

**Date:** 2/17/2026  
**To:** Board of County Commissioners  
**Through:** Colton Rohloff, County Manager  
**From:** Rachel Harlow-Schalk, Finance Director/Assistant County Manager  
**Subject:** Consideration of Approval of the Warrant Register

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## RECOMMENDATION

Staff recommends approval of the February 17, 2026 packet.

## BACKGROUND

On September 10, 2013, the Board of County Commissioners adopted Resolution R-13-77, authorizing the Clear Creek County Payments Approval Policy. The policy authorizes the County Manager and Finance Director to approve claims or payroll documents when the Board of County Commissioners is not available to allow and approve claims in the time required by law or contract or within the time available for the proper and efficient administration of County government. The policy goes on to state that when the County Manager or the Finance Director approve one or more claims or payroll documents under the circumstances explained above, the Board of County Commissioners must review and approve said claims or payroll documents at its next regularly scheduled meeting. Staff brings forward the Warrant Register for the Board's consideration during most regularly scheduled meetings.

## CONCLUSION

With this item, staff is recommending approval of the Warrant Registers, the Payroll Register, Electronic Fund Transfers, and P-card transactions. All were prepared by Finance staff, reviewed and approved for payment by the Finance Director.

## ATTACHMENTS:

1. Warrant Registers dated January 29, 2026 and February 5, 2026  
Payroll Registers dated February 6, 2026 and February 9, 2026  
Electronic Fund Transfer dated January 27, 2026 to February 9, 2026

**February 17, 2026**

Pursuant to Resolution R-13-77, the Board of County Commissioners has reviewed the

- Warrant Registers dated January 29, 2026 and February 5, 2026
- Payroll Registers dated February 6, 2026 and February 9, 2026
- Electronic Fund Transfer dated January 27, 2026 to February 9, 2026

prepared by the Finance Department, reviewed and approved for payment by the Finance Director.

Approved:

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Rebecca Lloyd, Chair

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Jodie Hartman-Ball, Commissioner

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George Marlin, Commissioner

# Accounts Payable

## Computer Check Proof List by Vendor

User: slewis  
 Printed: 01/29/2026 - 10:49AM  
 Batch: 00005.01.2026



# Clear Creek County

POST OFFICE BOX 2000  
 GEORGETOWN, COLORADO 80444

TELEPHONE: (303) 569-3251 • (303) 679-2300

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 01234	Amazon			Check Sequence: 1	ACH Enabled: False
113M-RY6K-Q4YM	2026 - Disinfecting Bleach Cleaner, Floor Squee	110.83	01/29/2026	01-365-65-72200-000-000	01 Animal Services
113Q-J3PM-PD3L	2025 - Swiffer Solution, Swiffer Pads, Dusters, C	1,178.59	01/29/2026	01-120-10-72200-000-000	01 Maintenance
146J-77VK-V4MK	2025 - Paper Cups, Paper Plates, Kleenex	41.60	01/29/2026	01-365-65-72200-000-000	01 Animal Services
16NG-6NYW-9VM3	2025 - CREDIT MEMO Scott Toilet Paper	-39.99	01/29/2026	12-230-20-73661-000-000	12 CCEMS
1746-RQ3K-MHCM	2025 - K9 Working Dog Leash Waterproof Lead	77.88	01/29/2026	01-365-65-72200-000-000	01 Animal Services
179T-913X-WCQQ	2026 - Scott Paper Towels, Multifold Hand Towe	65.03	01/29/2026	12-230-20-73661-000-000	12 CCEMS
17JC-T7NM-4N7W	2025 - Wellness prizes for New Year Kickoff par	215.48	01/29/2026	01-116-10-72210-000-000	01 Human Resources
17P4-RH49-VR4H	2025 - Wellness prizes for New Year Kickoff par	142.48	01/29/2026	01-116-10-72210-000-000	01 Human Resources
1C9L-VKVH-1FPR	2025 - Gloves	1,061.50	01/29/2026	01-253-20-73200-000-000	
1C9L-VKVH-1FPR	2025 - Clorox Clean-Up Disinfectant Cleaner wi	53.32	01/29/2026	01-120-10-72200-000-000	
1CNL-KV6P-RXT3	2025 - Pet Safe Ice Melt 25 LBS Premium (3)	224.97	01/29/2026	01-365-65-72200-000-000	01 Animal Services
1DQ3-HN3W-TLVX	2026 - CREDIT Men's Snowsports Cargo Pants	-50.00	01/29/2026	20-513-70-74430-000-000	20 DHS
1F74-4CN6-DGVR	2025 - Furnace Intermittent Pilot Control	99.99	01/29/2026	12-230-20-73661-000-000	12 CCEMS
1G14-X4LL-W4PP	2025 - Scott Paper Towels	48.00	01/29/2026	12-230-20-73661-000-000	12 CCEMS
1GMV-DFDC-36JQ	2025 - CREDIT MEMO - Clorox Clean-Up Disi	-53.32	01/29/2026	01-120-10-72200-000-000	01 Maintenance
1HPC-FP3N-CPKQ	2025 - Mini Desk Calendar, daily planners 2026,	65.86	01/29/2026	01-365-65-72100-000-000	01 Animal Services
1HPC-FP3N-CPKQ	2025 - Pet Safe Ice Melt 25 LBS Premium	59.99	01/29/2026	01-365-65-72200-000-000	01 Animal Services
1J9D-LRCN-KRDJ	2025 - Wellness prizes for New Year Kickoff par	2,726.09	01/29/2026	01-116-10-72210-000-000	01 Human Resources
1JQL-XCL1-JCCN	2025 - Lenovo USB-C Cable 1m	91.60	01/29/2026	01-142-10-72290-000-000	01 IT
1K7N-WN1F-FJ1P	2025 - 3-in-1 Harness, Poop Bags	119.96	01/29/2026	01-365-65-72200-000-000	01 Animal Services
1K9D-P9DX-C7WC	AC5PG3Q1HTL0B\RB77_CompressorSwitch	88.00	01/29/2026	02-325-55-73630-000-000	02 PW
1LC1-P1TK-6WFP	2026 - K9 Working Dog Leash Waterproof Lead	40.99	01/29/2026	01-365-65-72200-000-000	01 Animal Services
1LRT-G4C7-YCXL	2025 - Gloves, Squeege, Paint Palette, Paint Set,	164.89	01/29/2026	01-253-20-72200-000-000	01 Confinement
1LRT-G4C7-YCXL	2025 - Gloves, Squeege, Paint Palette, Paint Set,	68.86	01/29/2026	01-253-20-73200-000-000	01 Confinement
1MFQ-YYLV-YG9H	2025 - Sweet Sue Chunk White Chicken in Wate	44.75	01/29/2026	01-365-65-72200-000-000	01 Animal Services

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1QRP-Q7GY-TWYD	2025 - 24 Count Binder Dividers with Two Pock	29.98	01/29/2026	01-365-65-72100-000-000	01 Animal Services
1QRP-Q7GY-TWYD	2025 - Poop Bags, PetSafe 3-in-1 Harness	92.68	01/29/2026	01-365-65-72200-000-000	01 Animal Services
1R66-4KV3-KGMV	2026 - 4K Kvm Switch 2 Monitors 2 Computers	47.49	01/29/2026	01-142-10-72290-000-000	01 IT
1R9F-QMMP-4XJM	2025 - Apple 20W USB-C Compact Power Adap	44.94	01/29/2026	01-142-10-72290-000-000	01 IT
1WLR-VNVT-4FLT	2025 - PT and TP Holder, Weatherproof Padlock	112.20	01/29/2026	01-365-65-72200-000-000	01 Animal Services
1WXK-FL6F-KMHK	2026 - Men's Snowsports Cargo Pants, Ski Gogg	141.87	01/29/2026	20-513-70-74430-000-000	20 DHS
1YR9-C311-MFHG	2025 - 20L/5Gallon Dog Poop Trash Can Outsid	56.24	01/29/2026	01-365-65-72200-000-000	01 Animal Services
1YW4-GPGP-PV4Y	2026 - 32"X48" Wall Calendar Folded Wet & Dr	16.96	01/29/2026	12-230-20-72100-000-000	12 CCEMS
	Check Total:	7,189.71			
Vendor: 01244	Amazon			Check Sequence: 2	ACH Enabled: False
1VRT-1THK-LWD6	2026 - 28 Quart Efficient Trash Wastebasket (15)	88.50	01/29/2026	01-251-20-72100-000-000	01 Sheriff Admin
1YG7-WVQ7-L94G	2026 - Fiskars IsoCore Wrecking Bar, Board Ber	461.50	01/29/2026	01-252-20-72290-000-000	01 Sheriff Patrol
	Check Total:	550.00			
Vendor: 01020	American Public Works Association			Check Sequence: 3	ACH Enabled: False
000916132	2026AnnualMembershipRenewal_PWStaff	632.00	01/29/2026	02-328-55-73350-000-000	02 PW
	Check Total:	632.00			
Vendor: 01491	Asbury LW184812			Check Sequence: 4	ACH Enabled: False
CHGW1156468	LW184812\SheriffCar151_Pump_V-Belt_Plug	187.57	01/29/2026	02-325-55-73630-000-000	02 PW
	Check Total:	187.57			
Vendor: 01565	Auto-chlor System Of Denver In			Check Sequence: 5	ACH Enabled: False
265600600063	2026 Cust 2456106644 - Dish Washer Rental	222.57	01/29/2026	01-253-20-72200-000-000	01 Confinement
	Check Total:	222.57			
Vendor: 01048	Av-tech Electronics Inc			Check Sequence: 6	ACH Enabled: False
0101034-IN	2026 - 2011 Honda Pilot Admin Build, Labor anc	2,092.55	01/29/2026	01-259-20-72220-000-000	01 Fleet Maintenance
	Check Total:	2,092.55			
Vendor: 02268	Bear Creek Watershed Assoc			Check Sequence: 7	ACH Enabled: False
2026 Dues	2026 Cost Share Contributions	6,490.00	01/29/2026	21-520-65-73350-000-000	21 Enviro Health

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	6,490.00			
Vendor: 02001 5125-000064759	BFI - Foothills Landfill 2026 Cust 4-5125-0914705 - Tipping Fees	4,398.98	01/29/2026	Check Sequence: 8 01-610-60-73220-000-000	ACH Enabled: False 01 Transfer Station
	Check Total:	4,398.98			
Vendor: 02502 PSI25-0208942	Black Diamond Equipment 2026 Cust A1325 - Hoody, Vest, Shell	858.21	01/29/2026	Check Sequence: 9 12-230-20-72260-000-000	ACH Enabled: False 12 CCEMS
	Check Total:	858.21			
Vendor: 02515 30782	Blackwell Oil Company Inc 2025 - Acct CCTS - Red Dyed Diesel Fuel	1,243.77	01/29/2026	Check Sequence: 10 01-610-60-72220-000-000	ACH Enabled: False 01 Transfer Station
	Check Total:	1,243.77			
Vendor: 02598 86057899	Bound Tree Medical LLC 2026 Acct 205284 - CPR Stat Padz	130.99	01/29/2026	Check Sequence: 11 12-230-20-72240-000-000	ACH Enabled: False 12 CCEMS
86059751	2026 Acct 205284 - Gloves, Blanket, Splint, IV C	1,829.52	01/29/2026	12-230-20-72240-000-000	12 CCEMS
86061383	2026 Acct 205284 - Gloves, Blanket, Splint, IV C	129.50	01/29/2026	12-230-20-72240-000-000	12 CCEMS
	Check Total:	2,090.01			
Vendor: 03390 1st Qtr 2026	Clear Creek Fire Authority 2026 - 1st Qtr 2026 Municipal Revenue payment	397,867.00	01/29/2026	Check Sequence: 12 15-290-20-73510-000-000	ACH Enabled: False 15 Emergency Services District
	Check Total:	397,867.00			
Vendor: 03404 1724	Clear Creek Metropolitan Rec. 2025 - Nov and Dec 2025 Corp Membership Pur	875.00	01/29/2026	Check Sequence: 13 01-116-10-72210-000-000	ACH Enabled: False 01 Human Resources
	Check Total:	875.00			
Vendor: 03415 6470	Clear Creek Supply Co 2026 Cust 2105 - DEKA Battery	149.99	01/29/2026	Check Sequence: 14 01-259-20-72220-000-000	ACH Enabled: False 01 Fleet Maintenance
	Check Total:	149.99			
Vendor: 03420 44374	Clear Creek Vet Clinic 2025 - Rabies, FVRCP, Felv/Fiv Snap Combo, C	265.15	01/29/2026	Check Sequence: 15 01-365-65-73500-000-000	ACH Enabled: False 01 Animal Services

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
44566	2026 Felv/Fiv Snap Combo (Aspen & Tito)	121.28	01/29/2026	01-365-65-73500-000-000	01 Animal Services
	Check Total:	386.43			
Vendor: 03527	Colorado Barricade Co.			Check Sequence: 16	ACH Enabled: False
65169071-001	2025 Cust 817241 - "15 Min Loading" sign, post	450.00	01/29/2026	01-850-75-72214-000-000	01 Recreation
	Check Total:	450.00			
Vendor: 03686	Columbia Sanitary Service Inc			Check Sequence: 17	ACH Enabled: False
69443	2025 - ADA Portable Toilet, Damage Waiver, Fu	642.00	01/29/2026	08-810-75-73571-000-000	08 Open Space
70400	2025 - ADA Portable Toilet, Damage Waiver, Fu	642.00	01/29/2026	08-810-75-73571-000-000	08 Open Space
70821	2025 - ADA Portable Toilet, Damage Waiver, Fu	732.00	01/29/2026	08-810-75-73571-000-000	08 Open Space
71572	2026 ADA Portable Toilet, Damage Waiver, Fuel	732.00	01/29/2026	08-810-75-73571-000-000	08 Open Space
71899	2026 ADA Portable Toilet, Damage Waiver, Fuel	732.00	01/29/2026	08-810-75-73571-000-000	08 Open Space
71953	PTSvc_I70&Sdlbk_FloydHill	206.00	01/29/2026	02-324-55-73500-000-000	02 PW
	Check Total:	3,686.00			
Vendor: 03688	Columbine Paper & Maintenance			Check Sequence: 18	ACH Enabled: False
90280	2026 Cust 260102 - Bucket, Roll Towel, Toilet P	257.89	01/29/2026	01-850-75-72200-000-000	01 Recreation
90281	2026 Cust 260102 - Kitchen Roll Towel, TP, Ble	172.67	01/29/2026	08-810-75-72200-000-000	08 Open Space
	Check Total:	430.56			
Vendor: 04408	Doyle Disposal			Check Sequence: 19	ACH Enabled: False
36027	Fox Lot 3 x week 4 Yard Dumpster	240.00	01/29/2026	01-120-10-73410-000-000	
36027	Resource Center Trash	32.00	01/29/2026	21-535-65-73410-000-000	
36027	Bear Lot 3 x week 6 Yard Dumpster	400.00	01/29/2026	01-251-20-73550-000-000	
36027	Annex Building 1 x week 3 Yard Dumpster	75.00	01/29/2026	01-120-10-73410-000-000	
36027	Sheriffs Garage Dumont 3 Yard Dumpster	150.00	01/29/2026	01-251-20-73550-000-000	
36027	Road and Bridge Dumont 3 Yard Dumpster	150.00	01/29/2026	02-324-55-73660-000-000	
36027	Coroners Office 96 Gallon Trash Bin	32.00	01/29/2026	01-210-20-73410-000-000	
36027	Resource Center Recycle	25.00	01/29/2026	21-535-65-73410-000-000	
36027	back of S.O. Bear Lot Recycle 3 Yard Dumpster	200.00	01/29/2026	01-251-20-73550-000-000	
36048	Philadelphia Mill Site	90.00	01/29/2026	08-810-75-73521-000-000	
36048	Floyd Hill Open Space Trailhead	135.00	01/29/2026	08-810-75-73521-000-000	
36048	Tunnel 5 Hwy 6	120.00	01/29/2026	08-810-75-73521-000-000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
36048	Lawson White Water Park	90.00	01/29/2026	08-810-75-73521-000-000	
36048	Dumont	45.00	01/29/2026	01-850-75-73550-000-000	
36048	Game Check Station	180.00	01/29/2026	08-810-75-73521-000-000	
36468	1969 Miner St Dumpster & Recycle	650.00	01/29/2026	25-000-65-73410-000-000	25 Clinic
36497	Multiple address sites 4 Yard Dumpster and 96 C	215.00	01/29/2026	12-230-20-73210-000-000	12 CCEMS
	Check Total:	2,829.00			
Vendor: 04742	Economy Air Conditioning & Heating Inc.			Check Sequence: 20	ACH Enabled: False
14107	2025 - Cust CLEARCR Monthly Controls Contr:	720.00	01/29/2026	01-120-10-73650-000-000	01 Maintenance
14152	2025 - Cust CLEARCR Monthly Controls Contr:	720.00	01/29/2026	01-120-10-73650-000-000	01 Maintenance
	Check Total:	1,440.00			
Vendor: 06172	Katherine Flecksing			Check Sequence: 21	ACH Enabled: False
600343	2025 - Dumont Restroom cleaning 12/2, 12/9, 12	250.00	01/29/2026	01-850-75-73550-000-000	08 Open Space
	Check Total:	250.00			
Vendor: 07207	GH2 Architects, LLC			Check Sequence: 22	ACH Enabled: False
03	2025 Project 20250061 Clear Creek Wellness Pr	2,750.00	01/29/2026	01-910-10-73557-000-000	01 Grants/Capital
	Check Total:	2,750.00			
Vendor: 07389	Grainger Inc			Check Sequence: 23	ACH Enabled: False
9756684693	2025 - Acct 885869196 - Drawer cabinet, carton,	1,059.95	01/29/2026	01-850-75-72200-000-000	01 Recreation
	Check Total:	1,059.95			
Vendor: 08005	HCCC			Check Sequence: 24	ACH Enabled: False
HCCC-959	2025 - 4th Qtr 2025 CW Call Coverage	275.00	01/29/2026	20-510-70-73500-026-000	20 DHS
HCCC-959	2025 - 4th Qtr 2025 APS Call Coverage	275.00	01/29/2026	20-514-70-73500-000-000	20 DHS
	Check Total:	550.00			
Vendor: 09033	City Of Idaho Springs			Check Sequence: 25	ACH Enabled: False
2.0591.1 CMP	2026 Acct 2.0591.1 Water and Sewer - CMP	1,731.85	01/29/2026	20-517-70-73580-000-000	20 DHS
	Check Total:	1,731.85			
Vendor: 08928	Independent Propane Company			Check Sequence: 26	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
037525	Cust#.20253_BrookvaleShop_1193YankeeCreek	2,005.80	01/29/2026	02-328-55-73410-000-000	02 PW
	Check Total:	2,005.80			
Vendor: 08927	iWebVisit.com			Check Sequence: 27	ACH Enabled: False
iWeb-I02225	2026 - Monthly Hosting Service Charge Jan 2026	1,750.00	01/29/2026	01-253-20-73650-000-000	01 Confinement
	Check Total:	1,750.00			
Vendor: 10070	Jefferson Center For Mental Health			Check Sequence: 28	ACH Enabled: False
26.196531-12	2025 JBBS Dec 2025	29,710.80	01/29/2026	01-910-20-73570-000-000	01 Grants/Capital
	Check Total:	29,710.80			
Vendor: 11029	Keefe Commissary Network			Check Sequence: 29	ACH Enabled: False
5276193	2026 Cust 82750 - Indigent Supplies	5.41	01/29/2026	01-253-20-72216-000-000	01 Confinement
	Check Total:	5.41			
Vendor: 11046	Keepin' It Clean Pressure Wash Services LLC			Check Sequence: 30	ACH Enabled: False
173	DumontWindowCleaning_ScreenRplmnt	619.00	01/29/2026	02-328-55-73660-000-000	02 PW
177	BrookvaleShopWindowCleaning_	250.00	01/29/2026	02-324-55-73660-000-000	02 PW
	Check Total:	869.00			
Vendor: 16306	Legal Shield			Check Sequence: 31	ACH Enabled: False
32049 Jan26	2026 - Cust 32049 Legal Shield Jan 2026	-0.30	01/29/2026	01-116-10-61200-000-000	01 Payroll
32049 Jan26	2026 - Cust 32049 Legal Shield Jan 2026	1,598.80	01/29/2026	01-000-00-21745-000-000	01 Payroll
	Check Total:	1,598.50			
Vendor: 13196	McKesson Medical-Surgical			Check Sequence: 32	ACH Enabled: False
24901954	2026 Acct 5020933 - Covid-19/Flu Test Kit	2,352.67	01/29/2026	21-530-65-80002-000-305	21 Public Health
24902438	2026 Acct 5020933 - Deodorizer, Citrastat Orange	21.16	01/29/2026	21-530-65-72200-000-000	21 Public Health
24930784	2026 Acct 58764493 - Cold Paper Drink Cup	141.58	01/29/2026	01-253-20-72230-000-000	01 Confinement
	Check Total:	2,515.41			
Vendor: 14201	Nielsen Psychological Services			Check Sequence: 33	ACH Enabled: False
2026-003	2026 Annual Subscription - NPS Monthly Psych	1,200.00	01/29/2026	12-230-20-73350-000-000	12 CCEMS

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,200.00			
Vendor: 15058	Office Depot			Check Sequence: 34	ACH Enabled: False
447490433001	2025 - Monthly Wall Calendar	55.17	01/29/2026	01-104-10-72200-000-000	01 Treasurer
447524945001	2025 - Reinforcement	3.72	01/29/2026	01-104-10-72200-000-000	01 Treasurer
	Check Total:	58.89			
Vendor: 16000	Oxford Recycling, Inc.			Check Sequence: 35	ACH Enabled: False
26010100	C0705\75.31T_RecycledAsphalt_BVStock	1,016.69	01/29/2026	02-324-55-72219-000-000	02 PW
	Check Total:	1,016.69			
Vendor: 16062	Paul Edward Stephenson			Check Sequence: 36	ACH Enabled: False
0226604	2026 - Door lock and key box	77.34	01/29/2026	01-365-65-73660-000-000	01 Animal Services
	Check Total:	77.34			
Vendor: 16156	Lisa Pettitt			Check Sequence: 37	ACH Enabled: False
260115LP	2025 - 67.00 hours services	1,675.00	01/29/2026	21-535-65-73456-000-000	21 MYN
260115LP	2026 - 6 hours services	150.00	01/29/2026	21-535-65-73456-000-000	21 MYN
	Check Total:	1,825.00			
Vendor: 19271	Shamrock Foods Co			Check Sequence: 38	ACH Enabled: False
35718149	2026 Cust 0053452 - Inmate Food	1,826.63	01/29/2026	01-253-20-73200-000-000	01 Confinement
	Check Total:	1,826.63			
Vendor: 19350	Skaggs Companies			Check Sequence: 39	ACH Enabled: False
100_A_307783_3	2026 Cust 1075431 - Polo, Shirt, Sweatshirt, Pan	255.00	01/29/2026	12-230-20-72260-000-000	12 CCEMS
100_A_321371_1	2026 Cust 1075431 - Patch on jacket	10.00	01/29/2026	12-230-20-72260-000-000	12 CCEMS
100_A_323319_1	2026 Cust 1075431 - Patch on jacket	10.00	01/29/2026	12-230-20-72260-000-000	12 CCEMS
	Check Total:	275.00			
Vendor: 19619	Staples Business Advantage			Check Sequence: 40	ACH Enabled: False
6053197232	1052549\InsulatedPaperCups_Coffee	394.25	01/29/2026	02-328-55-72200-000-000	02 PW
6053197233	1052549\ComputerMouse	22.99	01/29/2026	02-328-55-72200-000-000	02 PW
6053197234	1052549\CashRegisterTape	64.98	01/29/2026	01-610-60-72100-000-000	01 SW

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	482.22			
Vendor: 20151 33823	Tom Calabrese Trucking 2025 - HaulRecycledAsphaltToBrookvale	8,458.71	01/29/2026	Check Sequence: 41 02-324-55-72219-000-000	ACH Enabled: False 02 PW
	Check Total:	8,458.71			
Vendor: 20239 01274334	Tri-tech Forensics Inc 2026 - CO Blood Specimen Collection Kit (20)	128.00	01/29/2026	Check Sequence: 42 01-252-20-72200-000-000	ACH Enabled: False 01 Sheriff Patrol
	Check Total:	128.00			
Vendor: 23251 1520	What a Pane Glass Company, Inc. 2026 - 50% deposit full window replaement EM'	776.52	01/29/2026	Check Sequence: 43 12-230-20-73661-000-000	ACH Enabled: False 12 CCEMS
	Check Total:	776.52			
Vendor: 23421 9650	Wold Architects and Engineers 2025 - Project 255050 - Comprehensive Jail Nee	24,990.00	01/29/2026	Check Sequence: 44 01-100-10-77770-000-000	ACH Enabled: False 01 General
	Check Total:	24,990.00			
Vendor: 16370 1245758965	Xcel Energy 2026 Acct 53-0011873756-6 _ 261 County Road	4.43	01/29/2026	Check Sequence: 45 01-259-20-73410-000-000	ACH Enabled: False 01 Fleet Maintenance
	Check Total:	4.43			
Vendor: 16370 0577502348	Xcel Energy 2026 Acct 53-0015115571-1 _ 3204 Stanley Rd ]	196.60	01/29/2026	Check Sequence: 46 01-120-10-73410-000-000	ACH Enabled: False 01 Maintenance
	Check Total:	196.60			
Vendor: 16370 1245786949	Xcel Energy 2026 Acct 53-0014527114-0 _ 3204 County Roa	76.50	01/29/2026	Check Sequence: 47 01-120-10-73410-000-000	ACH Enabled: False 01 Maintenance
	Check Total:	76.50			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Total for Check Run:	520,258.60			
	Total of Number of Checks:	47			

# Accounts Payable

## Computer Check Proof List by Vendor

User: slewis  
 Printed: 02/04/2026 - 3:54PM  
 Batch: 00001.02.2026



# Clear Creek County

POST OFFICE BOX 2000  
 GEORGETOWN, COLORADO 80444  
 TELEPHONE: (303) 569-3251 • (303) 679-2300

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 30011	4 Rivers Equipment			Check Sequence: 1	ACH Enabled: False
1884027	72333\Filters	1,997.01	02/05/2026	02-324-55-72260-000-000	02 PW
	Check Total:	1,997.01			
Vendor: 01217	Alpinaire Healthcare Inc			Check Sequence: 2	ACH Enabled: False
634742	2026 Acct 27665 - O2 D Tank Rental	4.00	02/05/2026	01-253-20-73510-000-000	01 Confinement
634803	2026 Acct 27665 - O2 Concentrator HCPCS E13	240.00	02/05/2026	01-253-20-73510-000-000	01 Confinement
635054	2026 Acct 27665 - O2 Concentrator HCPCS E13	240.00	02/05/2026	01-253-20-73510-000-000	01 Confinement
	Check Total:	484.00			
Vendor: 01219	Alpine Rescue Team Inc			Check Sequence: 3	ACH Enabled: False
320	2026 Workers Compensation Insurance	20,000.00	02/05/2026	01-255-20-73550-000-000	01 Special Operations
	Check Total:	20,000.00			
Vendor: 01234	Amazon			Check Sequence: 4	ACH Enabled: False
17ND-GTMQ-PLKV	2026 - E-Z Ink Cartridge Replacement for Epson	25.71	02/05/2026	20-510-70-72200-000-000	20 DHS
1CN6-T3VV-C793	2026 - Sweet Sue Canned Chicken Breast	33.15	02/05/2026	01-365-65-72200-000-000	01 Animal Services
1LTX-MWK4-FVRP	2025 - Wellness prizes for New Year Kick Off Pa	257.48	02/05/2026	01-116-10-72210-000-000	01 Human Resources
1TK3-N9YN-HTRW	2026 - HP 14" HD Laptop, Laptop Sleeve Case, '	2,383.77	02/05/2026	20-517-70-74489-000-000	20 DHS
1WGF-99TJ-PVFJ	2026 - Children's Pain Reliever, Aspirin	50.16	02/05/2026	12-230-20-72240-000-000	12 CCEMS
	Check Total:	2,750.27			
Vendor: 01244	Amazon			Check Sequence: 5	ACH Enabled: False
17Q7-VKM6-HL9W	2026 - Kable Kontrol Cable Zip Ties	38.99	02/05/2026	01-256-20-72200-000-000	01 Investigations
1K7P-6R7F-PGX9	2026 - Husky Liners Weatherbeater Floor Mats (	764.94	02/05/2026	01-910-10-76500-000-000	01 Grants/Capital

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	803.93			
Vendor: 01506	Aspen Smart Networks			Check Sequence: 6	ACH Enabled: False
9914	2026 10 Gbps Direct Internet Access - Provider I	1,640.00	02/05/2026	01-142-10-73650-000-000	01 IT
9994	2026 10 Gbps Direct Internet Access - Provider I	1,640.00	02/05/2026	01-142-10-73650-000-000	01 IT
	Check Total:	3,280.00			
Vendor: 01048	Av-tech Electronics Inc			Check Sequence: 7	ACH Enabled: False
0101097-IN	2026 - Unit 138 Chevy Tahoe - Lighting inoperat	1,314.60	02/05/2026	01-259-20-73640-000-000	01 Fleet Maintenance
0101098-IN	2026 - Unit 133 Chevy Tahoe - Lighting inoperat	495.00	02/05/2026	01-259-20-73640-000-000	01 Fleet Maintenance
0101099-IN	2026 - Unit 134 Chevy Tahoe - Lighting inoperat	988.20	02/05/2026	01-259-20-73640-000-000	01 Fleet Maintenance
	Check Total:	2,797.80			
Vendor: 01602	Axiom Group			Check Sequence: 8	ACH Enabled: False
6672	2026 - Axiom Full Service Membership Agreem	24,300.00	02/05/2026	01-142-10-73500-100-000	01 IT
6685	2026 - Microsoft Office365, DropSuite, Delivery	14,919.00	02/05/2026	01-142-10-73655-000-000	01 IT
	Check Total:	39,219.00			
Vendor: 01610	Axon Enterprise, Inc.			Check Sequence: 9	ACH Enabled: False
INUS414856	2026 Acct 106775 - Body Worn Cameras	108,701.97	02/05/2026	01-910-10-76500-000-000	01 Grants/Capital
	Check Total:	108,701.97			
Vendor: 02143	Bank of America, National Assoc			Check Sequence: 10	ACH Enabled: False
007538452	Acct.ACNV061694/1_Feb2026LeasePymnt_2Pl	6,101.56	02/05/2026	02-325-55-76100-000-000	02 PW
007538452	Acct.ACNV061694/1_Feb2026LeasePymnt_1W	3,800.35	02/05/2026	02-324-55-76100-000-000	02 PW
	Check Total:	9,901.91			
Vendor: 02181	Tina Barber-Matthew			Check Sequence: 11	ACH Enabled: False
1292026TM	2025 - Coalition Meetings 11/17, 11/18, 11/19, 1	250.00	02/05/2026	21-535-65-73456-000-000	21 MYN
	Check Total:	250.00			
Vendor: 02502	Black Diamond Equipment			Check Sequence: 12	ACH Enabled: False
PSI25-0218823	2026 - Cust A1325 - Headlamp, Dome Helmet, F	377.73	02/05/2026	12-230-20-72260-000-000	12 CCEMS

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	377.73			
Vendor: 02598 86068980	Bound Tree Medical LLC 2026 Acct 205284 - IV Solution, Blanket, Mask,	533.49	02/05/2026	Check Sequence: 13 12-230-20-72240-000-000	ACH Enabled: False 12 CCEMS
	Check Total:	533.49			
Vendor: 03270 4962	Chicago Creek Sanitation Distr 2026 - Acct 11060.01 - Sanitation District Maint	150.39	02/05/2026	Check Sequence: 14 12-230-20-73412-000-000	ACH Enabled: False 12 CCEMS
	Check Total:	150.39			
Vendor: 03418 01272026CMP	Clear Creek School District 2026 - CMP - Prevention Program Resilience 12:	400.00	02/05/2026	Check Sequence: 15 20-517-70-73900-000-000	ACH Enabled: False 20 DHS
	Check Total:	400.00			
Vendor: 03419 947	Clear Creek School District 2026 "Welcome Breakfast"	287.53	02/05/2026	Check Sequence: 16 21-535-65-73456-000-000	ACH Enabled: False 21 MYN
	Check Total:	287.53			
Vendor: 03415 17922 18198	Clear Creek Supply Co 2026 Cust 2105 - Supplies 2026 - Cust 2125 "Trico Ice Winter 22"	45.96 42.98	02/05/2026 02/05/2026	Check Sequence: 17 01-259-20-73640-000-000 12-230-20-73661-000-000	ACH Enabled: False 01 Fleet Maintenance 12 CCEMS
	Check Total:	88.94			
Vendor: 03553 143649	Colorado Community Media 2025 - Advertiser 16420 ROP/Anywhere CC Hu	804.00	02/05/2026	Check Sequence: 18 20-515-70-74470-040-000	ACH Enabled: False 20 DHS
	Check Total:	804.00			
Vendor: 03569 2025	Colorado Dept Of Human Service 2025 Brain Injury Trust Fund (BITF) C.R.S. 30-1	10,535.75	02/05/2026	Check Sequence: 19 01-252-20-73915-000-000	ACH Enabled: False 01 Sheriff Patrol
	Check Total:	10,535.75			
Vendor: 03564 4th Qtr 2025	Colorado Dept Of Public Health 2025 ACCOUNT WQ65 OWTS FEES - 4th Qtr	60.00	02/05/2026	Check Sequence: 20 21-520-32-32130-000-000	ACH Enabled: False 21 Enviro Health

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	60.00			
Vendor: 06058 2016 DR 02-06	Colorado Support Registry 2026 Case 2016 DR 30010 PR 02-06-2026	410.00	02/05/2026	Check Sequence: 21 01-000-00-21775-000-000	ACH Enabled: False 01 Payroll
	Check Total:	410.00			
Vendor: 06058 17123589 02-06	Colorado Support Registry 2026 Locator code 08000 Remittance ID 171235	230.76	02/05/2026	Check Sequence: 22 01-000-00-21775-000-000	ACH Enabled: False 01 Payroll
	Check Total:	230.76			
Vendor: 06058 17121153 02-06	Colorado Support Registry 2026 Locator Code 08000 Remittance ID 171211	279.49	02/05/2026	Check Sequence: 23 01-000-00-21775-000-000	ACH Enabled: False 01 Payroll
	Check Total:	279.49			
Vendor: 03696 0084685 Feb26	Comcast Cable 2026 Acct 8497 40 492 0084685 Inmate Cable	126.00	02/05/2026	Check Sequence: 24 01-253-20-72200-000-000	ACH Enabled: False 01 Confinement
	Check Total:	126.00			
Vendor: 03887 INV1032270 INV1032823	Curtis Blue Line 2026 Cust C148855 - Pants, LS Polo, SS Polo 2026 Cust C148855 - Pants, LS Polo	317.87 267.32	02/05/2026 02/05/2026	Check Sequence: 25 01-252-20-72260-000-000 01-253-20-72260-000-000	ACH Enabled: False 01 Sheriff Patrol 01 Confinement
	Check Total:	585.19			
Vendor: 14087 Jan2026	Cynthia C. Neely 2026 Services 5.5 hrs Jan 2026	412.50	02/05/2026	Check Sequence: 26 01-100-10-77810-000-000	ACH Enabled: False 01 General
	Check Total:	412.50			
Vendor: 04154 2300607	Delta Dental Plan Of Colorado 2026 Acct 0007785-001 - Dental Admin Fees Jar	1,139.80	02/05/2026	Check Sequence: 27 01-000-00-21652-000-000	ACH Enabled: False 01 Payroll
	Check Total:	1,139.80			
Vendor: 04199 081425McIntosh	Denver Health 2025 Inmate medical H103616118502	36.51	02/05/2026	Check Sequence: 28 01-253-20-73510-000-000	ACH Enabled: False 01 Confinement

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	36.51			
Vendor: 04302 2025	District Administrator 2025 Victim Assistance Fund (VAF) C.R.S. 24-4	12,740.00	02/05/2026	Check Sequence: 29 01-252-20-73910-000-000	ACH Enabled: False 01 Sheriff Patrol
	Check Total:	12,740.00			
Vendor: 05014 126	East Slope Excavating 2026 - Snow Plowing 01/19 and 01/26/2026	840.00	02/05/2026	Check Sequence: 30 01-120-10-73650-000-000	ACH Enabled: False 01 Maintenance
	Check Total:	840.00			
Vendor: 04742 14193	Economy Air Conditioning & Heating Inc. 2026 - Monthly Controls Contract	720.00	02/05/2026	Check Sequence: 31 01-120-10-73650-000-000	ACH Enabled: False 01 Maintenance
	Check Total:	720.00			
Vendor: 06158 EK2132	First Veterinary Supply 2026 Acct GW998 - Methimazole, Carprofen	89.64	02/05/2026	Check Sequence: 32 01-365-65-72230-000-000	ACH Enabled: False 01 Animal Services
	Check Total:	89.64			
Vendor: 06312 29782	Front Range Duct Cleaning 2026 - Clean Kitchen Hood and Exhaust System	635.00	02/05/2026	Check Sequence: 33 01-253-20-73200-000-000	ACH Enabled: False 01 Confinement
	Check Total:	635.00			
Vendor: 07207 04	GH2 Architects, LLC 2025 Project 20250061 Clear Creek Wellness Pr	1,159.20	02/05/2026	Check Sequence: 34 01-910-10-73557-000-000	ACH Enabled: False 01 Grants/Capital
	Check Total:	1,159.20			
Vendor: 07305 CC-1-2026	City Of Golden 2025 Clear Creek County Carriage Fees Guanell:	781.56	02/05/2026	Check Sequence: 35 01-710-80-73580-000-000	ACH Enabled: False 01 Water Resources
	Check Total:	781.56			
Vendor: 11029 5287133	Keefe Commissary Network 2026 Cust 82750 - Indigent Supplies	6.57	02/05/2026	Check Sequence: 36 01-253-20-72216-000-000	ACH Enabled: False 01 Confinement
	Check Total:	6.57			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 11063 32801	The Key People, LLC 2026 - monthly Janitorial 01/01/2026 @ Clinic -	1,282.10	02/05/2026	Check Sequence: 37 01-120-10-73500-000-000	ACH Enabled: False 01 Maintenance
	Check Total:	1,282.10			
Vendor: 11114 4th Qtr 2025	Susan Kiefer 2025 4th Qtr Bellvue Mountain Lease	1,539.78	02/05/2026	Check Sequence: 38 04-280-20-75300-000-000	ACH Enabled: False 04 E-911
	Check Total:	1,539.78			
Vendor: 11268 December	John Kyler 2025 - 10 hours services Dec 2025 Radio System	1,500.00	02/05/2026	Check Sequence: 39 04-280-20-73500-000-000	ACH Enabled: False 04 E-911
	Check Total:	1,500.00			
Vendor: 13196 24955624	McKesson Medical-Surgical 2026 - Acct 58764493 - Cups, Urine Test Strip, F	132.37	02/05/2026	Check Sequence: 40 01-253-20-72230-000-000	ACH Enabled: False 01 Confinement
	Check Total:	132.37			
Vendor: 13356 101713-122925	Milo's Speed Shop 2025 Tow - Chevy Tahoe Arvada to R&B	400.00	02/05/2026	Check Sequence: 41 01-259-20-72220-000-000	ACH Enabled: False 01 Fleet Maintenance
	Check Total:	400.00			
Vendor: 13379 1167820 1167820	Minnesota Elevator, Inc 2026 Cust CO1220 - February Monthly Service C 2026 Cust CO1220 - February Monthly Service C	171.99 740.72	02/05/2026 02/05/2026	Check Sequence: 42 01-252-20-72290-000-000 01-120-10-73650-000-000	ACH Enabled: False
	Check Total:	912.71			
Vendor: 13613 4th Qtr 2025	Cynthia J Mosch 2025 4th Qtr Bellevue Mountain Lease	1,539.78	02/05/2026	Check Sequence: 43 04-280-20-75300-000-000	ACH Enabled: False 04 E-911
	Check Total:	1,539.78			
Vendor: 13612 4th Qtr 2025	David Mosch 2025 4th Qtr Bellevue Mountain Lease	2,459.19	02/05/2026	Check Sequence: 44 04-280-20-75300-000-000	ACH Enabled: False 04 E-911
	Check Total:	2,459.19			
Vendor: 13630 001	Mountain Backpacks 2025 - Program Focus 11/17 - 12/25/2025	1,630.00	02/05/2026	Check Sequence: 45 20-515-70-73570-052-000	ACH Enabled: False 20 DHS

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,630.00			
Vendor: 14023	NAPA Auto Parts			Check Sequence: 46	ACH Enabled: False
134983	2026 Cust 4215 - Oil Filter, Air Filter, Oil	94.84	02/05/2026	12-230-20-73640-000-000	12 CCEMS
135012	2026 Cust 4215 - Air Filters	26.47	02/05/2026	12-230-20-73640-000-000	12 CCEMS
135126	2026 Cust 4215 - Air Filters, Prem Blue 15W40	128.38	02/05/2026	12-230-20-73640-000-000	12 CCEMS
	Check Total:	249.69			
Vendor: 14091	Nebraska Child Support Payment Center			Check Sequence: 47	ACH Enabled: False
2062026	2026 Order ID CI123166 Remittance ID AR3DP	161.54	02/05/2026	01-000-00-21775-000-000	01 Payroll
	Check Total:	161.54			
Vendor: 15058	Office Depot			Check Sequence: 48	ACH Enabled: False
449827823001	2026 - PP10 Stamp	65.91	02/05/2026	01-251-20-72100-000-000	01 Sheriff Admin
449830261001	2025 - Office Supplies	163.09	02/05/2026	01-130-10-72100-000-000	
449830261001	2025 - Notebook	10.28	02/05/2026	01-133-10-72200-000-000	
449830977001	2025 - Plates, Pens	22.23	02/05/2026	01-130-10-72100-000-000	01 Planning and Building Svc Admin
456604656001	2025 - CREDIT MEMO - Calendars	-36.78	02/05/2026	01-104-10-72200-000-000	01 Treasurer
456670407001	2026 - Pens	12.89	02/05/2026	01-104-10-72200-000-000	01 Treasurer
456671128001	2026 - Binders	46.12	02/05/2026	01-104-10-72200-000-000	01 Treasurer
	Check Total:	283.74			
Vendor: 15096	On Point Auto Glass			Check Sequence: 49	ACH Enabled: False
00003000	2026 - Vehicle 147 Windshield	580.00	02/05/2026	01-259-20-73640-000-000	01 Fleet Maintenance
	Check Total:	580.00			
Vendor: 16000	Oxford Recycling, Inc.			Check Sequence: 50	ACH Enabled: False
26010165	C0705\128.39T_RecycledAsphalt	1,733.29	02/05/2026	02-324-55-72219-000-000	02 PW
	Check Total:	1,733.29			
Vendor: 16080	Peak Digital Office Solutions			Check Sequence: 51	ACH Enabled: False
73881	CUS01283 - Health & Wellness	129.47	02/05/2026	20-510-70-72200-000-000	
73881	CUS01144 - R&B Downstairs	30.00	02/05/2026	02-328-55-72200-000-000	
73881	CUS02167 - Sheriff - JAIL SUPERVISOR	30.00	02/05/2026	01-251-20-73550-000-000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
73881	CUS01283 - Health & Wellness	129.47	02/05/2026	21-530-65-72200-000-000	
73881	CUS01283 - Health & Wellness	91.88	02/05/2026	20-510-70-72200-000-000	
73881	CUS02179 - Assessor	170.47	02/05/2026	01-910-10-73500-000-000	
73881	CUS03323 - Annex Upstairs	30.00	02/05/2026	01-910-10-73500-000-000	
73881	CUS02167 - Sheriff-INTAKE OFFICE	30.00	02/05/2026	01-251-20-73550-000-000	
73881	CUS00796 - County Attorney	108.33	02/05/2026	01-910-10-73500-000-000	
73881	CUS01332 - EMS	67.36	02/05/2026	12-230-20-72200-000-000	
73881	CUS03303 - County Lands	30.89	02/05/2026	01-910-10-73500-000-000	
73881	CUS03539 - Finance Upstairs	69.25	02/05/2026	01-910-10-73500-000-000	
73881	CUS01283 - Health & Wellness	91.89	02/05/2026	21-530-65-72200-000-000	
73881	CUS00008 - IT	30.00	02/05/2026	01-910-10-73500-000-000	
73881	CUS03612 - Transfer Station	30.00	02/05/2026	01-910-10-73500-000-000	
73881	CUS03323 - Annex Downstairs	78.23	02/05/2026	01-910-10-73500-000-000	
73881	CUS03539 - Finance Dept Downstairs	79.98	02/05/2026	01-910-10-73500-000-000	
73881	CUS02167 - Sheriff - SHERIFFS JAIL CAGE	72.68	02/05/2026	01-251-20-73550-000-000	
73881	CUS00796 - Main Floor COPY ROOM	126.31	02/05/2026	01-910-10-73500-000-000	
73881	CUS02167 - Sheriff - Records Main Floor	30.00	02/05/2026	01-251-20-73550-000-000	
73881	CUS01144 - Road and Bridge	30.00	02/05/2026	02-328-55-72200-000-000	
73881	CUS02167 - Sheriff -NURSES OFFICE	30.00	02/05/2026	01-251-20-73550-000-000	
73881	CUS03639 - Clerk & Recorder	49.44	02/05/2026	01-910-10-73500-000-000	
73881	CUS01144 - Road & Bridge Dumont	31.53	02/05/2026	02-328-55-72200-000-000	
73881	CUS00007 - Commissioners	30.00	02/05/2026	01-910-10-73500-000-000	
73881	CUS03582 - Road & Bridge Brookvale	30.00	02/05/2026	02-328-55-72200-000-000	
73881	CUS03638 - Treasurer	196.68	02/05/2026	01-910-10-73500-000-000	
73881	CUS05185 - CCC Mtn Youth Network	56.79	02/05/2026	21-535-65-73457-000-000	
73881		0.03	02/05/2026	01-910-10-73500-000-000	
73881	CUS02167 - Sheriff	111.94	02/05/2026	01-251-20-73550-000-000	
73881	CUS01144 - R&B Upstairs	30.00	02/05/2026	02-328-55-72200-000-000	
73881	CUS02206 - Animal Control	30.00	02/05/2026	01-365-65-73500-000-000	
73881	CUS02167 - Sheriff-INVESTIGATIONS	66.43	02/05/2026	01-251-20-73550-000-000	
	Check Total:	2,149.05			
Vendor: 16156	Lisa Pettitt			Check Sequence: 52	ACH Enabled: False
Reimb111225	2025 Racial Equity Meeting Food	303.61	02/05/2026	21-535-65-73456-000-000	21 MYN

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	303.61			
Vendor: 18423	Rocky Mountain Water			Check Sequence: 53	ACH Enabled: False
146	2026 Drinkiong Water EMS	326.24	02/05/2026	12-230-20-73412-000-000	12 CCEMS
	Check Total:	326.24			
Vendor: 18428	Easter Seals Colorado Rocky Mt Village			Check Sequence: 54	ACH Enabled: False
MMCYA2026	2026 Booking Contract: Mayor Youth Awards 20	1,500.00	02/05/2026	20-517-70-74489-000-000	20 DHS
	Check Total:	1,500.00			
Vendor: 18809	S&B Carwash LLC			Check Sequence: 55	ACH Enabled: False
Transit 12	2025 RoundAbout Car Washes Dec 2025	54.00	02/05/2026	01-128-10-73640-000-000	01 Transit
	Check Total:	54.00			
Vendor: 19214	Senergy Petroleum			Check Sequence: 56	ACH Enabled: False
415384691	99459\Oil_DumontShop	3,751.75	02/05/2026	02-325-55-72220-000-000	02 PW
415388148	95844\DEF_BVShop	408.10	02/05/2026	02-325-55-72220-000-000	02 PW
	Check Total:	4,159.85			
Vendor: 19271	Shamrock Foods Co			Check Sequence: 57	ACH Enabled: False
35707292	2026 - Cust 0053452 - Inmate Food	2,807.51	02/05/2026	01-253-20-73200-000-000	01 Confinement
35729111	2026 - Cust 0053452 - Inmate Food	2,687.32	02/05/2026	01-253-20-73200-000-000	01 Confinement
35739995	2026 - Cust 0053452 - Inmate Food	1,435.89	02/05/2026	01-253-20-73200-000-000	01 Confinement
	Check Total:	6,930.72			
Vendor: 19340	SiteOne Landscape Supply			Check Sequence: 58	ACH Enabled: False
162115177-001	2529687\14.29T_SaltedSand_Brookvale	840.95	02/05/2026	02-325-55-72217-000-000	02 PW
162115379-001	2529687\15.07T_SaltedSand_Brookvale	886.85	02/05/2026	02-325-55-72217-000-000	02 PW
162122209-001	2529687\13.17T_SaltedSand_Brookvale	775.04	02/05/2026	02-325-55-72217-000-000	02 PW
162127296-001	2529687\14.51T_SaltedSand_Brookvale	853.90	02/05/2026	02-325-55-72217-000-000	02 PW
162128696-001	2529687\14.29T_SaltedSand_Brookvale_Credit	-840.95	02/05/2026	02-325-55-72217-000-000	02 PW
162128796-001	2529687\15.07T_SaltedSand_Brookvale_Credit	-886.85	02/05/2026	02-325-55-72217-000-000	02 PW
162128888-001	2529687\13.17T_SaltedSand_Brookvale_Credit	-775.04	02/05/2026	02-325-55-72217-000-000	02 PW
162128971-001	2529687\14.51T_SaltedSand_Brookvale_Credit	-853.90	02/05/2026	02-325-55-72217-000-000	02 PW

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
162129257-001	2529687\57.04T_SaltedSand_Brookvale	3,025.40	02/05/2026	02-325-55-72217-000-000	02 PW
	Check Total:	3,025.40			
Vendor: 19430 9323	Smart Vending Services, LLC 2026 - Nicotine Pouches	5,275.02	02/05/2026	Check Sequence: 59 01-253-20-72216-000-000	ACH Enabled: False 01 Confinement
	Check Total:	5,275.02			
Vendor: 19431 1272026AS	Ashley Smith 2026 8 hours services 10/15, 11/19, 12/17, 1/21	200.00	02/05/2026	Check Sequence: 60 21-535-65-73456-000-000	ACH Enabled: False 21 MYN
	Check Total:	200.00			
Vendor: 19619 6053663734	Staples Business Advantage 1052549\LidsForCups	9.79	02/05/2026	Check Sequence: 61 02-328-55-72200-000-000	ACH Enabled: False 02 PW
	Check Total:	9.79			
Vendor: 03714 2025	State of CO Judicial Department 2025 DNA Fund Surcharge C.R.S. 16-11-102.4	1,737.50	02/05/2026	Check Sequence: 62 01-252-20-73916-000-000	ACH Enabled: False 01 Sheriff Patrol
	Check Total:	1,737.50			
Vendor: 19881 100236176	teag 2026 Acct 100083 - North Face Beanies	276.13	02/05/2026	Check Sequence: 63 01-251-20-72260-000-000	ACH Enabled: False 01 Sheriff Admin
	Check Total:	276.13			
Vendor: 12070 VGNA-00009249	VertiGIS North America Ltd 2026 Client CUS000003291 - GCX Standard & I	7,361.00	02/05/2026	Check Sequence: 64 01-141-10-73650-000-000	ACH Enabled: False 01 Mapping
	Check Total:	7,361.00			
Vendor: 22086 824373830	Vision Service Plan 2026 Acct 30078554 Jan 2026 Vision COBRA	7.04	02/05/2026	Check Sequence: 65 01-000-00-21653-000-000	ACH Enabled: False 01 Payroll
824373833	2026 Acct 30078554 Jan 2026 Vision Reg	692.24	02/05/2026	01-000-00-21653-000-000	01 Payroll
824376769	2026 Acct 30078554 Jan 2026 Vision Buy Up	1,257.89	02/05/2026	01-000-00-21653-000-000	01 Payroll
	Check Total:	1,957.17			
Vendor: 23369	Griscelda Windley			Check Sequence: 66	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
0126GW	2025 5.5 hours services 12/11, 12/12, 12/15, 12/1	137.50	02/05/2026	21-535-65-73456-000-000	21 MYN
	Check Total:	137.50			
Vendor: 23421	Wold Architects and Engineers			Check Sequence: 67	ACH Enabled: False
10570	2026 Project 255050 - Comprehensive Jail Need	24,990.00	02/05/2026	01-100-10-77770-000-000	01 General
	Check Total:	24,990.00			
Vendor: 16370	Xcel Energy			Check Sequence: 68	ACH Enabled: False
1247736249	Acct 53-2150193-1 _ 261 County Rd-308 Mech	61.58	02/05/2026	01-259-20-73410-000-000	01 Fleet Maintenance
1247736252	Acct 53-2150193-1 _ 3204 County Road 312 Blc	13.22	02/05/2026	02-328-55-73410-000-000	02 PW
1247736255	Acct 53-2150193-1 _ 3549 CR 312-R&B with ar	2,006.00	02/05/2026	02-328-55-73410-000-000	02 PW
1247736258	Acct 53-2150193-1 _ 1 Bellevue Mtn-Radio	184.18	02/05/2026	04-280-20-73420-000-000	04 E-911
1247736260	Acct 53-2150193-1 _ 1259 Alvarado Rd Main B.	67.45	02/05/2026	08-810-75-73410-000-000	08 Open Space
1247736262	Acct 53-2150193-1 _ 1531 Soda Creek Rd-Tran	347.73	02/05/2026	01-610-60-73410-000-000	01 Transfer Station
1247736263	Acct 53-2150193-1 _ 401 Argentine St	199.73	02/05/2026	01-120-10-73410-000-000	01 Maintenance
1247736266	Acct 53-2150193-1 _ 1259 Alvarado Rd	31.24	02/05/2026	08-810-75-73410-000-000	08 Open Space
1247736267	Acct 53-2150193-1 _ 3549 CR 312-Trlr	13.22	02/05/2026	01-251-20-73410-000-000	01 Sheriff Admin
1247736268	Acct 53-2150193-1 _ 3400 CR 312(ambulance)	1,273.98	02/05/2026	12-230-20-73410-000-000	12 CCEMS
1247736270	Acct 53-2150193-1 _ 3549 CR 312 - RB/Shed	515.74	02/05/2026	02-328-55-73410-000-000	02 PW
1247736271	Acct 53-2150193-1 _ 405 Argentine	7,933.57	02/05/2026	01-120-10-73410-000-000	01 Maintenance
1247736273	Acct 53-2150193-1 _ 445 W Dumont Rd LDS	248.02	02/05/2026	01-120-10-73410-000-000	01 Maintenance
1247736274	Acct 53-2150193-1 _ 1531 Colorado Blvd	328.90	02/05/2026	21-535-65-73410-000-000	21 MYN
1247736276	Acct 53-2150193-1 _ 1111 Rose St	461.98	02/05/2026	01-120-10-73410-000-000	01 Maintenance
1247736280	Acct 53-2150193-1 _ 403 Argentine St	252.43	02/05/2026	01-120-10-73410-000-000	01 Maintenance
1247736281	Acct 53-2150193-1 _ 619 5th St	218.36	02/05/2026	01-120-10-73410-000-000	01 Maintenance
1247736284	Acct 53-2150193-1 _ Old Dumont Pound	99.54	02/05/2026	01-251-20-73410-000-000	01 Sheriff Admin
1247736285	Acct 53-2150193-1 _ 411 HWY 103 Idaho Sprin	500.15	02/05/2026	12-230-20-73410-000-000	12 CCEMS
1247736286	Acct 53-2150193-1 _ 500 CR 310 - Animal Shel	1,517.05	02/05/2026	01-365-65-73410-000-000	01 Animal Services
1247736287	Acct 53-2150193-1 _ 6107 Saxon Mtn Rd	296.87	02/05/2026	04-280-20-73420-000-000	04 E-911
1247736288	Acct 53-2150193-1 _ 1827 County Rd 308 Speec	13.22	02/05/2026	02-328-55-73410-000-000	02 PW
1247736289	Acct 53-2150193-1 _ 2059 County Rd 308 Speec	13.22	02/05/2026	02-328-55-73410-000-000	02 PW
1247736290	Acct 53-2150193-1 _ 1892 County Rd 306 Speec	13.22	02/05/2026	02-328-55-73410-000-000	02 PW
1247736291	Acct 53-2150193-1 _ 2255 County Rd 306 Speec	13.22	02/05/2026	02-328-55-73410-000-000	02 PW
1247736292	Acct 53-2150193-1 _ 1111 Rose St Unit Lighting	25.18	02/05/2026	01-120-10-73410-000-000	01 Maintenance

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1247736293	Acct 53-2150193-1 _ 1052 Bellevue Mnt	365.70	02/05/2026	04-280-20-73420-000-000	04 E-911
1247736294	Acct 53-2150193-1 _ 1331 E Idaho Springs Rd	14.12	02/05/2026	01-120-10-73410-000-000	01 Maintenance
1247736296	Acct 53-2150193-1 _ 35970 Highway 6	28.93	02/05/2026	08-810-75-73410-000-000	08 Open Space
1247736297	Acct 53-2150193-1 _ 1969 Miner St	2,800.89	02/05/2026	25-000-65-73410-000-000	25 Clinic
578005734	Acct 53-2150193-1 _ 261 County Rd-308 Mech	281.47	02/05/2026	01-259-20-73410-000-000	01 Fleet Maintenance
	Check Total:	20,140.11			
Vendor: 26069	ZOOM Video Communications			Check Sequence: 69	ACH Enabled: False
INV340048900	2026 Acct 52675069 - Zoom Phone Monthly Us:	24.81	02/05/2026	01-142-10-73450-000-000	01 IT
	Check Total:	24.81			
	Total for Check Run:	318,578.03			
	Total of Number of Checks:	69			

**Payroll**

<u>Full name</u>	<u>February 6, 2026</u>	<u>February 9, 2026</u>
Aab,Nickolas	\$5,716.15	
Alex,Mark	\$2,731.00	
Allen,Tristen	\$3,166.53	
Alvarado,Marilyn	\$2,898.60	
Bailey,Erik	\$2,895.36	
Banuelos,Justin	\$4,285.04	
Barton,Allen	\$3,659.63	
Beale,Ryan	\$4,341.30	
Beer,Alexander	\$4,048.88	
Behring,Stephanie	\$4,284.96	
Bell,Charleen	\$4,027.11	
Bellows,Breynden	\$3,395.70	\$2,030.56
Beretta,John	\$2,100.00	
Berger,Alexis	\$2,750.03	
Bertelsen,Dustin	\$2,569.12	
Bertrand,Adam	\$4,708.95	
Blugerman,Delia	\$928.55	
Boggs-Blake,Clarissa	\$7,381.37	
Boldt,Nicholas	\$4,208.44	
Bowen,Natasha	\$5,228.63	
Brokaw,Melissa	\$4,056.61	
Brown,Matthew	\$6,290.64	
Buehrle,Joel	\$4,388.84	
Bunschoten,Alexander	\$3,652.62	
Buss,Stephen	\$3,555.00	
Butcher,Jonathan	\$2,216.32	
Butler,John	\$3,753.40	
Campbell,Beau	\$5,805.91	
Canada,Stacey	\$3,573.69	
Carbon,Brandon	\$3,395.70	
Carmelo,Lloyd	\$2,927.97	
Cassano,Sarah	\$6,238.73	
Church,Clark	\$4,183.20	
Comb,Madison	\$3,806.00	
Conrad,Rachel	\$3,506.25	
Corbett,Brenda	\$3,394.34	
Crawley,Aaron	\$5,168.00	
Croshal,Tyler	\$9,380.05	
Crumrine,Nykolas	\$3,217.81	
Dale,Thomas	\$2,672.60	
Danielson,David	\$4,896.54	
Davis Lentz,Nichole	\$3,185.75	
Deibert,Rhiannon	\$2,609.56	
DeMaio,Robin	\$2,003.20	

Denbow,Steven	\$3,388.64
DePan,Matthew	\$4,924.68
Dibiase,Nicholas	\$4,668.78
Doll,Elizabeth	\$2,302.53
Duvic,Erica	\$3,184.23
Edge,Susan	\$709.50
Elmqvist,Reed	\$1,809.28
Erickson,Troy	\$3,100.88
Faselt,Gary	\$191.46
Fontana,Aiden	\$2,970.08
Fortune,Carol Ann	\$6,851.20
Frey,Tammy	\$4,231.65
Fulton,Jennifer	\$7,299.80
Gallagher,Elizabeth	\$5,003.33
Garcia,Jessica	\$2,352.80
Garner,David	\$3,111.40
Gee,Donna	\$3,409.35
Giannuzzi,Mark	\$2,997.96
Gilchrist,Mitchell	\$4,019.40
Gillingham,Sarah	\$4,065.14
Graber,Elizabeth	\$2,717.60
Gray,Ruth	\$4,173.88
Greek,Louis	\$371.84
Gudmundsson,Snorri	\$2,722.67
Guillen-Turner,Stephanie	\$2,444.96
Guzik,Joshua	\$3,395.70
Guzman,Nicolas	\$2,594.18
Hague,Gary	\$3,085.28
Hallgren,Christopher	\$2,540.44
Harlow-Schalk,Rachel	\$7,059.06
Harsch,Michael	\$4,928.62
Hartman-Ball,Jodie	\$3,891.54
Hegmann,Christopher	\$1,920.58
Hemmele,Brian	\$2,560.00
Hendricks,Amy	\$2,437.76
Hiler,Megan	\$3,853.02
Holck,Timothy	\$2,636.80
Honig,Zachary	\$3,450.40
Horton,Dennis	\$2,288.00
Hutchinson,Clark	\$5,576.12
Ibarra Perez,Luz	\$1,861.65
Imrie,Nicolas	\$4,725.95
Jeffers,Brandon	\$2,249.60
Johnson,Donnelle	\$3,834.81
Kopsch,Christopher	\$4,915.98
Kuper,Emily	\$3,861.40
Lamb,Stephanie	\$2,359.50

Lamoureux, Marc	\$3,081.60
LeBarron, Sue	\$3,026.72
Leben, Lisa	\$4,441.53
Lee, Carol	\$3,409.34
Lenz, Kayli	\$2,101.60
Leone, Mia	\$166.86
Lewis, Sarah	\$2,821.95
Lichtman, Peter	\$7,345.30
Lievers, Christine	\$3,692.08
Lindemann, Austin	\$2,877.60
Lipson, Bryce	\$2,621.52
Lloyd, Rebecca	\$3,891.54
Lucas, Isaac	\$5,304.31
Ludolph, Shawn	\$3,255.88
MacFarland, Paul	\$5,897.24
Macilwaine, Graeme	\$2,675.20
Manasjan, John	\$3,461.40
Manley, John-Mark	\$2,684.80
Marlin, George	\$3,409.35
Marquardt, Katrina	\$5,341.16
Marquardt, Seth	\$5,487.84
Mauer, Darren	\$2,930.60
McAllister, Garrett	\$6,135.67
McCarthy, Kayla	\$2,632.64
McPhillips, Raymond	\$2,239.07
Meyer, Logan	\$1,749.12
Miller, David	\$2,706.36
Miller, Donovan	\$37.08
Moon, Thomas	\$2,881.35
Morgan, Jeromie	\$3,551.90
Morris, Rosemarie	\$3,001.18
Morrow, Brittany	\$4,451.70
Mulleneaux, Elizabeth	\$2,487.32
Neal, Justis	\$4,200.93
Nelson, Cindy	\$2,416.80
Nelson, Fred	\$4,571.78
Nelson, Nichol	\$3,747.68
Neville, Thomas	\$3,058.10
Nichols, Mark	\$4,673.05
Nicholson-Kluth, Holly	\$3,488.28
Opel, Perrin	\$3,929.40
Ovington, Suzanne	\$2,150.04
Parker, Joseph	\$1,623.68
Parker, Katherine	\$6,734.63
Petty, Weston	\$3,121.48
Plett, Virginie	\$2,027.04
Porter, Ashton	\$2,772.00

Post, Marcella	\$2,349.03
Prentner, Donna	\$3,528.92
Prinzler, Preston	\$3,535.70
Prows, David	\$3,549.13
Rabus, Jeff	\$4,566.78
Reimer, Nanette	\$4,199.71
Reynolds, Matthew	\$2,106.15
Roach, James	\$2,716.00
Roberts, Blake	\$3,048.80
Roderick, Emily	\$2,716.44
Rodriguez-Gonzales, Dominic	\$4,955.00
Rodriguez, Perla	\$2,231.96
Rohloff, Colton	\$7,330.30
Romero Delatorre, Jose	\$2,995.94
Rubin, Eric	\$5,348.08
Ruholl, Stephen	\$3,565.38
Ryan, Timothy	\$5,957.57
Schell, Lisa	\$2,358.40
Scott, Erika	\$3,244.62
Scribner, Brittany	\$1,547.14
Skates, Sean	\$4,500.90
Smith, Megan	\$3,495.00
Sohlden, Alexis	\$3,928.21
Spinner, Peggy	\$3,435.43
Steadman, Betsy	\$3,705.82
Steinbach, Mark R	\$3,043.84
Stepter, Bradley	\$4,995.50
Straley, David	\$4,692.44
Streepey, Edward	\$6,153.84
Sukovich, Mathew	\$4,118.42
Sullivan, Cole	\$1,197.70
Swanson, Joleen	\$2,596.12
Tableman, Martha	\$3,200.91
Taylor, Matthew	\$4,874.14
Tennant, Denise	\$2,375.20
Tetzlaff, Aron	\$4,118.42
Teuling, Matthew	\$1,774.80
Theisen, Jessica	\$1,891.20
Thomas, Adam	\$3,916.84
Thornton, Ronald	\$5,075.65
Tilley, Carrie	\$1,711.01
Troia, Latricia	\$2,472.32
Troia, Tracy	\$2,467.80
Trouche, Peter	\$4,064.52
Tyll, Keegen	\$4,207.16
Ulishney, Michael	\$2,975.20
Valdez, Julia	\$2,231.80

Vanbourgondien,Melissa	\$3,571.38	
Vieweg,Keith	\$3,287.76	
Walker,Jamie	\$2,420.60	
Walsh,Kayli	\$3,986.68	
Watanabe,Gavin	\$3,395.70	
Wertenberger,Ariel	\$2,769.05	
West,Larry	\$3,184.60	
Whetstine,Zachary	\$3,063.80	
Whisenand,Julie	\$2,572.80	
Wiggins,Jason	\$3,929.40	
Wild-Johnson,Molly	\$2,022.04	
Wilson,Karen	\$1,296.00	
Yeager,Patrick	\$4,429.16	
Grand Total	\$697,567.42	\$2,030.56

**Reimbursements**

<u>Full name</u>	<u>February 6, 2026</u>
Corbett,Brenda	\$236.36
Horton,Dennis	\$98.00
Scott,Erika	\$16.65
Grant Total	\$351.01

**Clear Creek County  
Electronic Transfer Orders 2026**

PAYROLL DATE (or) DATE OF TRANSFER	PAYEE	Description	FICA SS EMPLOYEE E	FICA SS EMPLOYEE RS	MEDIC	MEDIC MATCH	FWT	TOTAL AMOUNT
1/27/2026	UMR	Claims Paid						\$ 12,304.85
1/28/2026	UMR	Claims Paid						\$ 8,483.57
1/30/2026	RMR	FSA Claims Paid						\$ 3,460.87
1/31/2026	Optum	Fees						\$ 422.00
1/31/2026	Optum	Claims Paid						\$ 8,711.44
1/30/2026	Delta Dental	Claims Paid						\$ 6,251.20
2/6/2026	Springbrook	Payroll						\$ 463,296.86
2/6/2026	EFTPS	Federal Taxes	\$41,514.05	\$41,514.05	\$9,708.94	\$9,708.94	\$76,212.28	\$ 178,658.26
2/6/2026	Colorado Dept. of Revenue	State Taxes						\$ 24,165.00
2/6/2026	Empower	CRA Upload						\$ 74,948.85
2/6/2026	RMR	HSA Contributions						\$ 10,925.69
2/6/2026	UMR	Claims Paid						\$ 19,888.36
2/9/2026	UMR	Invoice Fees						\$ 95,806.24
2/9/2026	Springbrook	Off-Cycle Payroll						\$ 1,539.99
2/9/2026	EFTPS	Federal Taxes	\$125.89	\$125.89	\$29.44	\$29.44	\$190.96	\$ 501.62
2/9/2026	Colorado Dept. of Revenue	State Taxes						\$ 73.00
2/9/2026	UMR	Claims Pad						\$ 19,222.26
2/9/2026	Empower	CRA Upload						\$ 142.56
<b>Total transfer from 01/27/2026 to 02/09/2026</b>								<b>\$ 928,802.62</b>



# Board Agenda Background

**Date:** 2/17/2026  
**To:** Board of County Commissioners  
**Through:** County Manager's Office  
**From:** Colton Rohloff, County Manager  
**Subject:** Consideration of Approval of Professional Services Agreement for Real Estate Services

---

## RECOMMENDATION

Staff recommends the Board of County Commissioners approve the Professional Services Agreement for Real Estate Services between Clear Creek County and Keller Williams Integrity Real Estate, LLC, and authorize the Chair to execute the agreement.

## BACKGROUND

Clear Creek County owns several real property assets that the Board has directed staff to evaluate for potential sale as part of ongoing efforts to reduce long-term capital liability and better align County property holdings with operational needs. To support this effort, the County issued a request for proposals seeking qualified firms to provide professional real estate listing and sale services for both residential and commercial properties within the County.

Keller Williams Integrity Real Estate, LLC submitted a proposal demonstrating relevant experience in Clear Creek County and the capacity to provide comprehensive brokerage, marketing, and transaction management services. Following review, staff negotiated a standard Professional Services Agreement to establish terms and conditions under which individual County properties may be listed for sale as authorized by the Board.

## ANALYSIS

The proposed Professional Services Agreement establishes a framework agreement under which the County may engage Keller Williams Integrity Real Estate, LLC to list and sell individual County-owned properties as directed by the Board. The agreement defines the scope of services, performance standards, reporting requirements, insurance, indemnification, and termination provisions consistent with County contracting requirements.

Compensation is commission-based and payable only upon successful sale of a property, consisting of a six percent (6%) commission on the gross purchase price, along with standard administrative and transaction coordination fees. The agreement does not obligate the County to list or sell any specific property and does not create a guaranteed expenditure. Individual property listings will be initiated at the County's discretion.

Approval of this agreement allows staff to efficiently move forward with authorized property sales without returning to the Board for a separate professional services contract for each individual listing, while preserving Board authority over decisions to sell County assets.



# Board Agenda Background

## **CONCLUSION**

Approval of the Professional Services Agreement provides the County with a flexible, Board-authorized mechanism to market and sell County-owned properties when directed, supports ongoing asset management goals, and limits fiscal exposure by tying compensation to completed sales.

## **FISCAL IMPACT**

There is no direct fiscal impact unless and until a property is sold. Costs are commission-based and paid only upon successful closing of a sale. Any sale proceeds will be returned to the County.

## **ATTACHMENT:**

1. Professional Services Agreement



## AGREEMENT FOR REAL ESTATE LISTING AND SALE SERVICES

This Agreement for Real Estate Listing and Sale Services (the “Agreement”), is made and entered into by and between the County of Clear Creek, State of Colorado, a political subdivision of the State of Colorado, by and through its Board of County Commissioners (“County”), and Keller Willilams Integrity Real Estate, LLC (“Consultant”). County and Consultant may be referred to herein individually as a “Party” or collectively as the “Parties.”

### RECITALS

**WHEREAS**, County desires to engage the services of a consultant for real estate listing and sale services to market properties that it owns and therefore, issued a request for proposals to obtain proposals from qualified consultants for that purpose; and

**WHEREAS**, Consultant is in the business and experienced with providing real estate listing services in Clear Creek County for both residential and commercial properties; and

**WHEREAS**, County desires to engage Consultant to perform certain services and assistance in connection with the real estate listings of the properties that it owns and wishes to sell, and Consultant has the expertise, ability, knowledge and experience to provide those services; and

**WHEREAS**, the Parties desire to set forth herein the terms and conditions of this Agreement and their relationship.

### AGREEMENT

**NOW, THEREFORE**, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Consultant agree as follows:

1. Scope of Services: All services to be performed by Consultant pursuant to this Agreement (the “Services”) are fully set forth and described in Exhibit A, attached hereto and incorporated herein by reference.

2. Consultant's Performance: Consultant shall be responsible for the completeness and accuracy of the Services, supporting data and other documents prepared or compiled in performance of the Services, and shall correct, at its sole expense, all significant errors and omissions therein; provided that, Consultant may rely on the accuracy and completeness of information provided to it by County unless expressly informed it should not. The fact that County has accepted or approved Consultant's Services shall not relieve Consultant of any of its responsibilities. Consultant shall perform the Services in a skillful, professional, and competent manner and in accordance with the standards of care, skill, and diligence applicable to real estate listing, marketing and sales with respect to similar Services.

3. Effective Date: The Effective Date of this Agreement shall be the date upon which it is fully executed by the Parties.

4. Term; Time of Completion; Option to Renew: The term of this Agreement shall be from the date the Agreement is fully executed by the Parties and 2/17/2026, and shall end one calendar year later, unless terminated earlier or further extended as provided in this Agreement. Consultant is expected to complete the Services within the term of this Agreement. County may, at its sole option, renew this Agreement for up to three additional one-year term(s) by giving notice of such renewal prior to the end of the then-current term.

5. Compensation and Payment: In consideration of its performance of the Services, the Consultant shall be paid a sum equal to 6% of the gross purchase price, and additional flat fees in the amounts of \$650.00 for Keller Williams Administrative Fee, and \$350 Transaction Coordination fee, for each property it successfully sells on behalf of County.

a. Consultant shall maintain comprehensive, complete and accurate records and accounts of its performance relating to this Agreement for a period of three (3) years following final payment hereunder, which period shall be extended at the County's reasonable request. County shall have the right within such period to inspect such books, records and documents upon demand, with reasonable notice and at a reasonable time, for the purpose of determining, in accordance with acceptable accounting and auditing standards, compliance with the requirements of this Agreement and the law.

6. Project Management: Michella Glass shall be designated as the Consultant's Project Manager for the Services. Colton Rohloff shall be County's Project Manager responsible for this Agreement. All correspondence between the parties regarding this project shall be between and among the project managers. Either party may designate a different project manager by notice in writing.

7. Independent Contractor: It is expressly acknowledged and understood by the parties that nothing contained in this Agreement shall result in, or be construed as establishing, an employment relationship. Consultant shall be, and shall perform as, an independent contractor. No agent, employee, or servant of Consultant shall be, or shall be deemed to be, the employee, agent or servant of County. Consultant shall be solely and entirely responsible for its acts and for the

acts of Consultant's agents, employees, servants and subcontractors during the performance of this Agreement. **Consultant understands and agrees that Consultant is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some other entity, and that the Consultant is obligated to pay federal and state income tax on any moneys paid pursuant to the contract relationship.**

8. Personnel: Consultant understands and hereby acknowledges that County is relying primarily upon the expertise and personal abilities of Michelle Glass, and this Agreement is conditioned upon his/her continuing direct personal involvement in the Services. County understands that other employees of Consultant will be working on portions of the Services; however, these employees shall be under the direct supervision of the person identified in this paragraph at all times; in the event that s/he is unable to remain involved in the Services, Consultant shall immediately notify County and County shall have the option to terminate this Agreement.

9. No Assignment: The parties to this Agreement recognize that the Services to be provided pursuant to this Agreement are professional in nature and that by entering into this Agreement County is relying upon the personal services and reputation of the person(s) identified in the preceding paragraph. Therefore, Consultant may not assign its interest in the Agreement, including the assignment of any rights or delegation of any obligations provided therein, without the prior written consent of County, which consent County may withhold in its sole discretion. Except as so provided, this Agreement shall be binding on and inure to the benefit of the parties, and their respective successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

10. Ownership of Documents: All technical or business information, in whatever medium or format, including but not limited to, data, specifications, processes, drawings, records, reports, proposals, and related documentation, research, or other information, originated or prepared by or for Consultant in contemplation of, or in the course of, or as a result of, Services performed hereunder ("Prepared Information"), shall be promptly furnished to County, and is owned by County. Prepared Information specifically excludes Consultant's preexisting Services and/or Prepared Information developed by Consultant or acquired by Consultant that was not specifically developed for County. County is hereby entitled to use said information as deemed necessary for its purposes including the possibility of assigning said information to any companies related to County.

11. Confidentiality: Consultant acknowledges that it may receive confidential information from County for use in connection with its performance of the Services. Consultant further acknowledges that it may in the performance of the Services develop information, including facts, data, and opinions, which are, or in the County's judgment should be, confidential or limited in terms of dissemination. Consultant shall take all precautions necessary to maintain and protect the confidentiality of any such information and to ensure that it shall be used only for the purposes of the Services. All facts, data, and opinions developed by Consultant in the course of its performance of the Services shall be deemed to belong to County and no such facts, data, or

opinions shall be disseminated to anyone for any purpose without County's express written consent unless required by law.

Upon completion of the Services, Consultant shall return to the County all material the County supplied to the Consultant in connection with the performance of the Services.

12. Consultant's Insurance: Consultant shall purchase, and maintain throughout the course of its performance under this Agreement, such insurance as will protect Consultant and County from claims which may arise out of or result from Consultant's operations under the Agreement whether such operations be by Consultant or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. For liability insurance coverages, before the Consultant may commence any Services under this Contract, The Consultant must provide a certificate in a form satisfactory to the County showing that the County is named as an additional insured and that the coverage will not expire or be terminated without first giving the County thirty days' notice thereof.

The insurance required shall be written for not less than any limits of liability required by law or by those set forth below, whichever are greater. All such insurance shall be written by companies authorized to do insurance business in the State of Colorado.

a. Workers' Compensation and Employer's Liability. The Consultant shall maintain Workers' Compensation insurance that includes coverage for occupational disease, and Employer's Liability insurance, in amounts and coverage as required by the laws of Colorado.

b. Commercial General Liability Insurance. The Consultant shall maintain a Commercial General Liability Form of insurance with bodily injury and property damage liability limits of the greater of (a) \$505,000 for any one person in any one occurrence and \$1,421,000 for two or more persons in any one occurrence, or (b) the maximum government liability under the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq.

c. Automobile Liability Insurance. Consultant shall maintain an Automobile Liability form of insurance with bodily injury and property damage liability limits of the greater of (a) \$505,000 for any one person in any one occurrence and \$1,421,000 for two or more persons in any one occurrence, or (b) the maximum government liability under the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq.

d. Professional Liability (Errors and Omissions Liability) Insurance – At all times, Consultant shall maintain Professional Liability Insurance covering against liability for professional misconduct or lack of ordinary skill in the performance of professional duties in the performance of the Services by any entity and person for whom professional liability coverage is commonly available. In the event that the insurance is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years

beginning at the time the Services is completed. The insurance will have minimum limits of \$1 million per loss/aggregate.

Subcontractors: Before permitting any of its subcontractors to perform any Services under this Agreement, the Consultant shall either (a) require each of its subcontractors to procure and maintain during the life of its subcontracts, insurance of the types and in the amounts as may be applicable to its Services, which type and amounts shall be subject to the approval of County, or (b) insure the activities of its subcontractors in its own policy.

13. Warranties: Consultant represents and warrants that:

a. It is fully qualified to perform the Services and will perform the Services in a timely, accurate, and competent manner in accordance with the professional standards of the industry; provided that this warranty shall not abrogate any independent duty of care owed by Consultant to County;

b. Any methodologies or programs or other intellectual property utilized under this Agreement were independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary or intellectual property rights of a third party;

c. If it is an entity, it is duly organized, validly existing, and in good standing under the laws of the State of Colorado; and,

d. The execution, delivery and performance of this Agreement by Consultant does not and will not: (1) require the consent of any undisclosed person or entity, (2) violate any legal requirement or (3) conflict with, or constitute a breach or violation of (a) its entity's organizational documents, if any, or (b) the terms or provisions of any other Agreement, instrument or understanding by which Consultant is bound or affected.

14. Consultant's Indemnity: Consultant shall indemnify and hold harmless County, and its elected officials and employees, and the agents of any of them, from and against claims, damages, losses and expenses including, but not limited to attorneys' fees, arising out of or resulting from Consultant's performance of the Services, including performance by anyone directly or indirectly employed by him or anyone for whose acts he may be liable. Notwithstanding the foregoing, each party is responsible for its own negligence as it relates to the provisions of this Agreement.

15. Conflicts Of Interest: Consultant shall not knowingly perform any act that would conflict in any manner with the performance of the Services. Consultant certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of Services.

16. Termination for the Convenience of County: County may terminate this Agreement, in whole or in part, for its convenience upon providing written notice, by delivery or by mail, to Consultant. Upon such termination, County shall be liable only for Services

satisfactorily completed prior to the notice and for unavoidable expenses directly incurred for performance of those parts of the Services which have been satisfactorily completed, provided that, at its sole option, County may require that Consultant complete particular tasks or subtasks. Upon termination Consultant shall deliver to County all photographs, drawings, illustrations, text, data, and other documents entirely or partially completed, together with all material supplied to Consultant by County. Payment will be due within thirty (30) days after the Consultant has delivered the last of the partially completed documents, together with any records that may be required to determine the amount due.

17. Notices:

a. Key Notices. “Key Notices” under this Agreement are notices regarding Agreement default, contractual dispute, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection b, below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

Consultant:

Michelle Glass  
Keller Williams Integrity Real Estate, LLC  
4500 E. Cherry Creek Dr., #260  
Denver, CO 80246  
Tel: 303-868-0011  
E-mail: michelledirect@kw.com

County:

Colton Rohloff, County Manager  
Clear Creek County Administration  
PO Box 2000  
Georgetown, CO 80444  
Tel: 303-679-2495  
E-mail: crohloff@clearcreekcounty.us

With a copy to:

Clear Creek County Attorney

P.O. Box 2000  
Georgetown, CO 80444  
E-Mail: [plichtman@clearcreekcounty.us](mailto:plichtman@clearcreekcounty.us)

All Key Notices to County shall include a reference to the Agreement including Consultant's name and the date of the Agreement.

b. Electronic Mail. The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term "electronic mail" means email.

18. Miscellaneous:

a. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado, without reference to choice of law rules. The parties agree that venue in any action to enforce or interpret this Agreement shall be in the District Court for Clear Creek County in the 5th District for the State of Colorado.

b. Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement on the basis of race, color, religion/creed, national origin, sex/gender, gender identity, gender expression, sexual orientation, ancestry, disability, pregnancy, age, veteran status, marital status, family status or political affiliation. Consultant shall require all subcontractors to agree to the provisions of this subparagraph.

c. This Agreement does not and shall not be deemed to confer upon or grant to any third party any right enforceable at law or equity arising out of any term, covenant, or condition herein or the breach thereof.

d. Consultant shall comply with all federal, state and local laws, statutes, ordinances, building codes, rules and regulations applicable to the Services.

e. Governmental Immunity. Nothing herein shall be deemed to waive any of the immunities, liability limitations or other provisions of the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq., all of which expressly are reserved by County. In addition, anything in this Agreement which purports to create a contractual obligation by County to do an act or be liable for something for which County is immune, or has limited liability, in the absence of a contractual obligation, shall be deemed void.

f. Consultant shall maintain all records, including working papers, notes and financial records, which records shall be available to County for inspection and audit for a period of three (3) years from the date of termination of the Agreement unless Consultant is notified in writing by County of the need to extend the retention period. Copies of such records shall be furnished to County upon request without charge by Consultant.

g. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to -121.

h. Accessibility Statement. Consultant acknowledges that, pursuant to the Americans with Disabilities Act (“ADA”), as amended (42 U.S.C. Sec. 1201, et seq.), programs, services and other activities provided by a public entity to the public, whether directly or through a vendor, must be accessible to people with disabilities. Consultant shall make good faith efforts to provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation at all times and at no additional cost to County including, but not limited, to the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et. seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C § 701, et. seq.; the Colorado Anti-Discrimination Act, C.R.S. 24-34-401, et. seq., as amended; and, the Colorado Accessibility Standards for Individuals with a Disability, C.R.S. 24-85-101, et. seq. Such compliance may include, but not be limited to, supporting assistive software or devices such as large print interfaces, text-to-speech output, voice activated input, refreshable braille displays, and alternative keyboard or pointer interfaces, in a manner that, at minimum, is consistent with version 2.1 Level AA of the Web Content Accessibility Guidelines (<https://www.w3.org/TR/WCAG21/#background-on-wcag-2>) or its successor standard as updated and adopted by any regulatory entity of competent jurisdiction. Consultant shall ensure that product maintenance and upgrades are implemented in a manner that does not compromise product accessibility at any time. The only exception to the WCAG 2.1 Level AA compliance requirement is if making such modifications would fundamentally alter the nature of the service, program, or activity or present an undue financial, technical, or administrative burden.

18. Budget Appropriation: Notwithstanding anything to the contrary contained in this Agreement, County shall have no obligations under this Agreement, nor shall any payment be made to Consultant, with respect to any period or Services performed after any December 31 of each calendar year during the term of this Agreement, without an appropriation therefor by the County in accordance with a budget adopted by the Board of County Commissioners in compliance with the provisions of Article 25 of Title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. § 29-1-101 *et seq.*), and the TABOR Amendment (Constitution, Article X, Sec. 20).

///remainder of page intentionally left blank///

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written below, which Agreement shall become effective as of the date of execution by the last party to execute the Agreement.

“COUNTY”  
COUNTY OF CLEAR CREEK, STATE OF  
COLORADO, by and through its  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

By: \_\_\_\_\_  
Rebecca Lloyd, Chair

\_\_\_\_\_  
Deputy Clerk and Recorder for  
Brenda L. Corbett  
Clear Creek County Clerk and Recorder

Date: \_\_\_\_\_

Approved as to form and  
legal sufficiency:

\_\_\_\_\_  
Peter A. Lichtman  
County Attorney

“CONSULTANT”  
Keller Williams Integrity Real Estate, LLC

By: \_\_\_\_\_  
Michelle R Glass  
Senior Real Estate Broker

STATE OF COLORADO )  
County of Adair ) ss  
)

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of February, 2026, by Michelle R. Glass, in their capacity as Consultant of Keller Williams Integrity Real Estate LLC, a S corporation, on behalf of the corporation.



\_\_\_\_\_  
Notary Public

# AGREEMENT FOR REAL ESTATE LISTING AND SALE SERVICES

## EXHIBIT A

### SCOPE OF THE SERVICES

Consultant shall provide, at minimum, the following services as they relate to properties the County asks the Consultant to list and sell:

1. **Property Valuation & Pricing Recommendation**
  - Conduct a market analysis and provide a recommended listing price for the subject property, supported by methodology, market data, and comparable sales.
2. **Marketing Plan**
  - Develop and implement a comprehensive marketing strategy to include online listing platforms, commercial real estate networks, signage, print materials, outreach to prospective buyers, and other industry-standard practices.
3. **Brokerage Services**
  - Manage inquiries, schedule and lead showings, coordinate due diligence, negotiate offers and counteroffers, and provide regular updates to County staff.
4. **Reporting Requirements**
  - Maintain a consistent communication plan including regular updates, weekly or bi-weekly activity summaries, status reviews, and recommendations.
5. **Contract Management & Closing Coordination**
  - Manage the transaction from offer to closing, including assisting with inspections, appraisals, title process, and closing documentation.

#### Future Property Listings

- The firm may be awarded additional property listings upon successful performance, subject to County approval and the execution of a new Professional Services Agreement.



# Board Agenda Background

**Date:** 2/17/2026  
**To:** Board of County Commissioners  
**Through:** County Manager's Office  
**From:** Colton Rohloff, County Manager  
**Subject:** Consideration of Approval of Resolution R-26-22, a Resolution Authorizing the Sale of Real Property and Granting Signature Authority to Execute Real Estate Documents for the Sale of Real Property

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## **RECOMMENDATION**

Staff recommends approval Resolution R-26-22, a Resolution Authorizing the Sale of Real Property and Granting Signature Authority to Execute Real Estate Documents for the Sale of Real Property.

## **BACKGROUND**

Clear Creek County periodically sells or conveys County-owned real property in accordance with statutory authority. To complete these transactions efficiently, various legal and transactional documents must be executed following Board approval of the sale.

## **ANALYSIS**

The proposed resolution grants signature authority to the County Manager and County Attorney to execute documents related to the approved sale of County-owned real property. Granting this authority allows transactions to proceed in a timely and orderly manner without requiring additional Board action for each individual document, while preserving legal review and oversight. All documents executed pursuant to this authority will be reviewed and approved by the County Attorney prior to execution.

## **CONCLUSION**

Approval of the resolution provides clear and limited authority to execute necessary documents, ensuring efficient completion of the property sale while maintaining appropriate legal safeguards and Board oversight.

## **ATTACHMENT:**

1. Resolution R-26-22

**R-26-22**

**RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY  
AND  
GRANTING SIGNATURE AUTHORITY TO EXECUTE  
REAL ESTATE DOCUMENTS FOR THE SALE OF REAL PROPERTY**

**WHEREAS**, pursuant to C.R.S. §30-11-101(1)(c), the Board of County Commissioners of Clear Creek County, Colorado, is empowered to sell, convey, or exchange any real or personal property owned by the County; and

**WHEREAS**, the Board of County Commissioners of Clear Creek County (“Board”) desires sell property it owns at 1531 Colorado Blvd., in Idaho Springs, Colorado (hereinafter the “Property”); and

**WHEREAS**, the Board further desires to facilitate the execution of the documents related to the sale of the Property in the most convenient way possible; and

**WHEREAS**, to allow for that, the Board finds it in the best interests of the County to delegate authority to execute all necessary documents to facilitate the sale of the Property to the County Manager and the County Attorney.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners of the County of Clear Creek, State of Colorado, that the County Manager and the County Attorney, individually, are hereby authorized to execute any and all documents related to the sale of the Property, and are each, individually, authorized to sign documents necessary and appropriate for those purposes in the name of the County of Clear Creek, Colorado, and in the name of the Board through which it acts.

**BE IT FURTHER RESOLVED**, that all documents concerning the sale of the Property must be reviewed and approved by the County Attorney prior to execution.

ADOPTED this 17<sup>th</sup> day of February, 2026, at a regularly scheduled meeting of the Clear Creek County Board of County Commissioners, effective the date hereof.

\_\_\_\_\_  
Rebecca Lloyd, Chair

\_\_\_\_\_  
Jodie Hartman-Ball, Commissioner

\_\_\_\_\_  
George Marlin, Commissioner

ATTEST:

\_\_\_\_\_  
Deputy Clerk and Recorder for  
Brenda L. Corbett  
Clear Creek County Clerk and Record





# Board Agenda Background

**Date:** 2/17/2026  
**To:** Board of County Commissioners  
**Through:** Colton Rohloff, County Manager  
**From:** Erica Duvic, Grants Administrator  
Rachel Harlow-Schalk, Finance Director/Assistant County Manager  
**Subject:** Consideration of Approval of an Intergovernmental Agreement between Clear Creek County and Clear Creek Regional Housing Authority for a Department of Local Affairs Local Planning Capacity Grant

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## RECOMMENDATION

Staff recommend approval of an Intergovernmental Agreement between the County and the Clear Creek County Regional Housing Authority (CCRHA) to clarify management responsibilities for the Local Planning Capacity Grant.

## BACKGROUND

On April 1, 2025, the Board of County Commissioners authorized the County to apply for a Department of Local Affairs (DOLA) Local Planning Capacity (LPC) grant on behalf of CCRHA. The County was awarded \$96,000 to support a multi-jurisdictional effort establishing the Regional Housing Authority. This initiative will build local capacity to advance affordable housing goals and meet Proposition 123 requirements across Clear Creek County, Georgetown, Idaho Springs, Empire, and Silver Plume.

Since the grant award, staffing changes at both the County and CCRHA have created management challenges. While a housing consultant has been hired and completed the first two project phases, the remaining \$60,000 of the project budget was designated for legal counsel. The County no longer has adequate staff capacity to manage the legal services procurement, and CCRHA has requested to contract directly with counsel. DOLA has approved this arrangement. This agreement establishes the reimbursement process for CCRHA grant expenditures and defines each party's responsibilities in completing the grant scope of work.

## CONCLUSION

Executing this agreement ensures the County fulfills its financial commitments to DOLA while providing both organizations with clear roles and responsibilities for completing the grant deliverables.

## FISCAL IMPACT

This agreement creates no additional fiscal obligations for the County. All grant funds are disbursed on a reimbursement basis. The agreement specifies the documentation and approval requirements CCRHA must meet to receive reimbursements from the County for eligible grant expenses.

## ATTACHMENT:

1. Intergovernmental Agreement Between Clear Creek County and Clear Creek County Regional Housing Authority for Department of Local Affairs Local Planning Capacity Grant

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
CLEAR CREEK COUNTY AND CLEAR CREEK REGIONAL HOUSING AUTHORITY  
FOR A DEPARTMENT OF LOCAL AFFAIRS LOCAL PLANNING CAPACITY GRANT**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is by and between Clear Creek County, Colorado, a political subdivision of the State of Colorado (“County”), and the Clear Creek Regional Housing Authority, a political subdivision of the State of Colorado (“CCRHA”). County and CCRHA are referred to collectively as the "Parties" and individually as a "Party.”

**RECITALS**

**WHEREAS**, the County is a political subdivision of the State of Colorado with authority to enter into intergovernmental agreements pursuant to Article XIV, Section 18 of the Colorado Constitution and C.R.S. § 29-1-203; and

**WHEREAS**, the Colorado Department of Local Affairs ("DOLA") awarded the County a Local Planning Capacity Grant, Grant No. LPC-25-064 (the "Grant"), under which the County serves as lead grantee and fiscal agent; and

**WHEREAS**, the Grant funds a multijurisdictional effort to support the formation and launch of the Clear Creek Regional Housing Authority and related planning and housing-capacity activities; and

**WHEREAS**, CCRHA will incur certain eligible costs in furtherance of the Grant-funded project; and

**WHEREAS**, the Parties desire to set forth a clear, conservative, and DOLA-compliant process governing payments and reimbursements between the County and CCRHA; and

**WHEREAS**, the Board of County Commissioners of Clear Creek County has determined that entering into this Agreement serves a valid public purpose and is in the best interests of the County.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth below, the Parties agree as follows:

**AGREEMENT**

1. Term of Agreement. The term of this Agreement shall commence upon execution by both Parties (the “Effective Date) and remain in effect through Grant closeout, unless either Party notifies the other Party in writing of its intent to terminate the Agreement at least 30 days in advance of said termination. There are no penalties for termination of this Agreement.
2. Purpose. The purpose of this Agreement is to establish the terms and conditions under which the County may reimburse CCRHA for eligible costs incurred in connection with the Grant, while ensuring full compliance with all requirements of the Grant and applicable law.

3. Role of the County.

A. The County shall serve as the sole recipient of Grant funds from DOLA and as the lead fiscal agent for the Grant.

B. The County shall be responsible for submission of all pay requests, status reports, closeout materials, and other required documentation to DOLA.

C. The County shall review all reimbursement requests submitted by CCRHA and shall determine, in its sole discretion, whether such costs are eligible, reasonable, necessary, and adequately documented under the Grant.

D. Nothing in this Agreement obligates the County to submit any cost to DOLA for reimbursement.

4. Role of the CCHRA.

A. CCRHA may incur eligible costs in furtherance of the Grant-funded project, subject to the limitations of this Agreement and the Grant.

B. CCRHA shall submit reimbursement requests to the County in accordance with Section 6 of this Agreement.

C. CCRHA shall comply with all Grant requirements applicable to subrecipients or project partners, including but not limited to recordkeeping, audit, and repayment obligations.

5. No Advance of Funds.

A. All payments under this Agreement shall be on a reimbursement basis only.

B. The County shall not advance Grant funds to CCRHA.

C. Payment by the County is expressly contingent upon County approval of the reimbursement request and the County's receipt of corresponding Grant funds from DOLA.

6. Eligible Costs.

A. Reimbursable costs are limited to those costs expressly permitted under the Grant, including consultant services, legal services related to CCRHA formation and operations, and other direct project-specific costs.

B. Ineligible costs include, without limitation, indirect or general operating costs, overhead, housing construction costs, lobbying, food or beverage expenses, and any cost not allowable under the Grant.

C. The County's determination regarding cost eligibility shall be final for purposes of this Agreement.

7. Reimbursement Procedure.

A. CCRHA shall submit reimbursement requests to the County no less frequently than quarterly and a minimum of two weeks in advance of DOLA reporting deadlines.

B. Each reimbursement request shall include itemized invoices, proof of payment, a description of services rendered, and a certification that the costs are eligible and allocable to the Grant.

C. Approved costs may be included in the County's next pay request to DOLA, at the County's discretion.

8. Payment Timing.

A. Upon receipt of Grant funds from DOLA attributable to CCRHA-approved costs, the County shall remit payment to CCRHA within fifteen (15) days, consistent with Grant requirements.

B. CCRHA acknowledges that payment timing is dependent on DOLA processing and that delays by DOLA do not constitute a breach by the County.

9. Records, Audit and Monitoring.

A. CCRHA shall maintain all records related to costs reimbursed under this Agreement for a minimum of three (3) years following Grant closeout, or longer if required by law or the Grant.

B. CCRHA shall make such records available upon request to the County, DOLA, or the State Auditor.

10. Recapture and Repayment.

A. If DOLA or any other authorized entity determines that any reimbursed cost is ineligible or subject to recapture, CCRHA shall promptly repay the County upon written demand.

B. This repayment obligation shall survive termination or expiration of this Agreement.

11. Insurance and Liability.

A. The Parties are each responsible for the acts or omissions of its respective employees, and any such liability is controlled and limited by the Colorado Governmental Immunity Act, C.R.S. § 24- 10-101, et seq. ("CGIA") and C.R.S. § 13-21-113.7, as applicable.

B. Neither Party shall cover the other Party's liabilities or financial responsibilities unless expressly authorized by a written agreement executed by the Parties.

12. Amendments. This Agreement may only be amended by a written document executed by the Parties. Course of conduct, no matter how long, shall not constitute an amendment to this Agreement.

13. Severability. If any provision of this Agreement, or the application of such provision to any person, entity, or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons, entities, or circumstances other than those in which it is held invalid, shall not be affected thereby.

14. Relationship of Parties. The Parties enter into this Agreement as separate and independent governmental entities, and each shall maintain such status throughout the term of this Agreement. This Agreement is not intended to, and shall not, create a separate legal entity. Nothing contained in this Agreement and no performance under this Agreement by employees of a Party shall in any way alter or modify the status of that Party's directors, officers, volunteers, agents, or employees for purposes of workers' compensation or their benefits or entitlements, pension, levels or types of training, internal discipline, certification, or rank procedures, methods, or categories, or for any purpose, or other conditions or requirements of employment. Further, neither Party is an agent of the other Party for any purpose whatsoever. This Agreement provides only for sharing of in-kind service and costs by the Parties toward the accomplishment of a common goal.

15. Notices. Except as otherwise provided herein, all notices permitted or required under this Agreement shall be in writing, signed by the Party giving the same, and shall be deemed properly given on the second (2nd) day after it is placed in the United States mail, first-class postage-prepaid, or immediately upon personal delivery to the other Party, addressed to them at the respective addresses below. Each Party, by written notice to the other, may specify any other address for the receipt of such notices.

Addresses for notices:

County:  
Clear Creek County  
PO Box 2000  
Georgetown, CO 80444

CCRHA:  
Clear Creek Regional Housing Authority  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:  
Clear Creek County Attorney  
Clear Creek County  
PO Box 2000  
Georgetown, CO 80444

16. Authority. The persons who sign and execute this Agreement represent that they are duly authorized to execute this Agreement on behalf of their Party.
17. Counterpart Signatures. This Agreement may be executed in counterparts and by facsimile or electronic PDF, all of which shall constitute full and final execution of this Agreement.
18. Entire Agreement. This Agreement is the entire agreement between the Parties and there are no oral or collateral agreements or understandings. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. Neither party may assign any of its rights or obligations under without the prior written consent of the other Party.
19. Applicable Law. This Agreement shall be governed by the laws of the State of Colorado, and any questions arising under this Agreement shall be construed or determined according to such law. Any action brought under this Agreement shall be in the District Court for Clear Creek County, Colorado.
20. No Third-Party Beneficiaries. This Agreement confers no rights upon any third party.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF** the Parties have executed this Intergovernmental Agreement on the dates set forth below.

**“CLEAR CREEK COUNTY”**  
COUNTY OF CLEAR CREEK,  
STATE OF COLORADO, by and through its  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

By: \_\_\_\_\_  
Rebecca Lloyd, Chair

\_\_\_\_\_  
Deputy Clerk and Recorder  
for Brenda L. Corbett  
Clear Creek County Clerk and Recorder

Date: \_\_\_\_\_

Approved as to form and  
legal sufficiency:

\_\_\_\_\_  
Peter A. Lichtman  
County Attorney

**“CCRHA”**  
CLEAR CREEK REGIONAL  
HOUSING AUTHORITY

ATTEST:

*Janine Mariani*  
\_\_\_\_\_

*Denise Tennant*  
\_\_\_\_\_  
Denise Tennant (Jan 21, 2026 15:55:53 MST)

By: Janine Mariani

Title: Clear Creek Regional Housing Authority Board Chair

Date: 1/19/2026

**EXHIBIT A  
GRANT AWARD**

DocuSign Envelope ID: 7A712482-5122-4A37-89DC-9CB39925B88E

**State of Colorado Intergovernmental Grant Agreement  
Summary of Terms and Conditions**

<b>State Agency</b>	<b>Performance Start Date</b>
DEPARTMENT OF LOCAL AFFAIRS (DOLA)	The later of the Effective Date or June 12, 2025
<b>Grantee</b>	<b>Grant Expiration Date</b>
Clear Creek County	October 31, 2027
<b>Project Number and Name</b>	<b>DOLA Program Manager</b>
LPC-25-064 - Clear Creek County Regional Housing Authority Launch Project	Robyn DiFalco, (720) 682-5202, <a href="mailto:robyn.difalco@state.co.us">robyn.difalco@state.co.us</a>
<b>DLG Portal Number</b>	<b>DOLA Program Assistant</b>
LPC-25-064	<u>Jessica Rupe, (720) 557-4902,</u> <a href="mailto:jessica.rupe@state.co.us">jessica.rupe@state.co.us</a>
<b>CMS Number</b>	<b>Program Name</b>
200033	Local Planning Capacity Grant Program ( LPC )
<b>Grant Award Amount</b>	<b>Agreement Authority</b>
\$96,000.00	Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. Section 29-32-103(1) et. seq. (Affordable Housing Support Fund) and a sufficient unencumbered balance hereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Intergovernmental Grant Agreement is funded, in whole or in part, with State funds.
<b>Retainage Amount</b>	
\$4,800.00	
<b>Funding Account Codes</b>	
CTGG1 NLAA 202600002008	
<b>Phase Code</b>	
LP2601	
<b>VCUST#</b>	
14245	
<b>Address Code</b>	
CN002 EFT	

**Grant Purpose/Project Description**

The Project is a multijurisdictional effort to stand up a new regional housing authority, which will support and expand local capacity to advance affordable housing goals and Proposition 123 requirements, including adoption of expedited development review processes and achieve local government commitments in Clear Creek County, Georgetown, Idaho Springs, Empire and Silver Plume in Colorado.

**Exhibits and Order of Precedence**

The following Exhibits and attachments are included with this Agreement:

1. Exhibit B, Scope of Project
2. Exhibit G, Sample Option Letter

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §17 of the main body of this Agreement
2. Any properly executed Option Letter or Amendment
3. The provisions of the other sections of the main body of this Agreement
4. Exhibit B, Scope of Project

Version: 11/2024

**Signature Page**

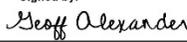
**The Signatories Listed Below Authorize this Grant**

DEPARTMENT OF LOCAL AFFAIRS  
PROGRAM REVIEWER

Signed by:  
  
8E76B6B1F00D49E...  
By: Robyn DiFalco, LPC Program Manager

Date: 7/7/2025 | 1:41 PM MDT

STATE OF COLORADO  
Jared S. Polis, Governor  
DEPARTMENT OF LOCAL AFFAIRS  
Maria De Cambra, Executive Director

Signed by:  
  
C4E3A701EA0F4E5...  
By: Maria De Cambra, Executive Director

Date: 7/10/2025 | 8:52 PM MDT

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate (the “Effective Date”).

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

Signed by:  
*Beulah Messick*  
090ACD88A721474...

By: Beulah Messick, Controller Delegate  
Department of Local Affairs

Effective Date 7/15/2025 | 7:33 PM MDT

## **1. Grant**

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “State”) hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “Grantee”) an award of Grant Funds in the amounts shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

## **2. Term**

### **A. Initial Grant Term and Extension**

The Parties’ respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

### **B. Early Termination in the Public Interest**

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse

Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. *Reserved.*

### 3. Definitions

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. *Reserved.*
- C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **"Budget"** means the budget for the Work described in **Exhibit B**.
- E. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- F. *Reserved.*
- G. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- H. *Reserved.*
- I. **"Grant" or "Grant Agreement" or "Intergovernmental Grant Agreement"** means this agreement which offers Grant Funds to Grantee, including all attached Exhibits, all

documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

- J. **“Grant Funds” or “Grant Award Amount”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.
- K. **“Grant Expiration Date”** means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.
- L. **“Effective Date” or “Performance Start Date”** means the Performance Start Date shown on the first page of this Intergovernmental Grant Agreement. Work performed prior to the Effective Date is not eligible for reimbursement from Grant Funds.
- M. **“Exhibits”** means the exhibits and attachments included with this Grant as shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.
- N. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an Amendment, or an Option Letter.
- O. *Reserved.*
- P. *Reserved.*
- Q. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- R. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- S. **“Initial Term”** means the time period between the initial Performance Start Date and the initial Grant Expiration Date.
- T. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- U. *Reserved.*
- V. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of

birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

- W. *Reserved.*
- X. *Reserved.*
- Y. **"Services"** means the services to be performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- Z. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- AA. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- BB. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- DD. *Reserved.*
- EE. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

FF. *Reserved.*

GG. *Reserved.*

HH. *Reserved.*

II. **“Work”** means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

JJ. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

Any other term used in this Intergovernmental Grant Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### **4. Statement of Work**

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Intergovernmental Grant Agreement.

#### **5. Payments to Grantee**

##### **A. Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Intergovernmental Grant Agreement. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Performance Start Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.

B. *Reserved.*

C. Matching Funds

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Budget in **Exhibit B**. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Budget by providing Grantee with an executed Option Letter or formal amendment. The State shall only reimburse allowable costs if those costs are: (i) reasonable and necessary to accomplish the Work and for the Goods and Services provided; and (ii) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out and Deobligation of Grant Funds.

Grantee shall close out this Grant within 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee’s final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. Any Grant Funds remaining after submission and payment of Grantee’s final reimbursement request are subject to deobligation by the State.

F. Erroneous Payments.

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

**6. Reporting - Notification**

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close-out period described in **§5.E**.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

**7. Grantee Records**

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall comply with all State and federal audit requirements. Grantee shall provide copies of audits to the State upon request.

**8. Confidential Information-State Records**

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJ, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure

agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Grantee, including, but

not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit E** on an annual basis. Grantee's duty and obligation to certify as set forth in **Exhibit E** shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

#### **9. Conflict of Interest**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

#### **10. Insurance**

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

#### **11. Breach of Agreement**

In the event of a breach of Agreement, the aggrieved Party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the

remedies as described in §12 for that party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

## 12. Remedies

### A. State's Remedies

In addition to any remedies available under any Exhibit to this Grant Agreement, if Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

#### I. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any term or condition of this Award, then the State may, in its discretion, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

The State may also terminate this Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

##### a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee

shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

**b. Payments**

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B.**

**c. Damages and Withholding**

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

**II. Remedies Not Involving Termination**

The State, in its discretion, may exercise one or more of the following additional remedies:

**a. Suspend Performance**

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs

in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

**b. Withhold Payment**

Withhold payment to Grantee until Grantee corrects its Work.

**c. Deny Payment**

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

**d. Removal**

Demand immediate removal of any of Grantee's employees, agents, or subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

**e. Intellectual Property**

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such work for the State and Grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the State.

**B. Grantee's Remedies**

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

**13. Dispute Resolution**

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in

writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

**14. Notices and Representatives**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §14.

**15. Rights in Work Product and Other Information**

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

**16. Governmental Immunity**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b); and the State’s risk management statutes, §§24-30-1501, *et seq.*, C.R.S. No term or condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**17. General Provisions**

A. Assignment

Grantee’s rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee’s rights and obligations approved by the State shall be subject to the provisions of this Intergovernmental Grant Agreement.

B. Captions and References

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Intergovernmental Grant Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Intergovernmental Grant Agreement.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental Grant Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

i. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the

*Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

L. *Reserved*

**18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)**

A. Statutory Approval. §24-30-202(1) C.R.S.

This Intergovernmental Grant Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Intergovernmental Grant Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Intergovernmental Grant Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b); and the State's risk management statutes, §§24-30-1501, *et seq.*, C.R.S. No term or condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Intergovernmental Grant Agreement.

Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void *ab initio*. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Grantee shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grantee, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

LPC-25-064 - Clear Creek County Regional Housing Authority Launch Project

## EXHIBIT B - SCOPE OF PROJECT (SOP)

### 1. PURPOSE

**1.1. Local Planning Capacity.** The purpose of the Local Planning Capacity (LPC) grant program is to provide funding to local governments to increase the capacity of their planning departments responsible for processing land use, permitting, and zoning applications for housing projects. “Fast Track” or expedited review of affordable housing projects is a top priority to increase the number of units built. Grant Funds may be used to support new staff wages, hiring consultants, implementing new systems and technologies, revising land use development codes, regional collaborations, and tracking, documentation of Prop 123 goals, and other planning efforts that generally advance affordable housing goals.

### 2. DESCRIPTION OF THE PROJECT(S) AND WORK

**2.1. Project Description.** The Project is a multijurisdictional effort to stand up a new regional housing authority, which will support and expand local capacity to advance affordable housing goals and Proposition 123 requirements, including adoption of expedited development review processes and achieve local government commitments in Clear Creek County, Georgetown, Idaho Springs, Empire and Silver Plume in Colorado.

**2.2. Work Description.** Clear Creek County (Grantee) acting as lead fiscal agent, will hire qualified consultants and contract legal counsel to facilitate the launch of the Clear Creek Regional Housing Authority (CCRHA). Work includes creating all foundational documents for CCRHA, preparing a strategic plan for prioritized implementation, creating policies and programs, identifying revenue streams to sustain CCRHA into the future, facilitating collaboration between all partner jurisdictions, and providing general support to all jurisdictions to achieve Proposition 123 requirements including adoption of expedited development review and reporting on unit counts.

Grantee will conduct a robust community engagement process that ensures participation by all key stakeholders, especially underrepresented voices, and residents or local workers who are considered housing cost-burdened. Grantee will complete quarterly performance metric reporting in a form provided by DOLA.

**2.3.** Additionally, at Project Closeout, a Final Informal Memo will be submitted that identifies the following: 1) description of the Grantee’s approach to expedited review of affordable housing for all partner jurisdictions; 2) the outcome of that effort, including whether new policies were formally adopted at any of the partner jurisdictions, and an assessment how effective this approach has been at reducing the amount of time required for review; 3) any other project outcomes that impacted the Grantee’s Prop 123-related goals; 4) description

LPC-25-064 - Clear Creek County Regional Housing Authority Launch Project

of community engagement efforts; 5) the number of affordable housing units that were either permitted or preserved during the grant period; 6) the degree to which this grant has had a transformative impact on Grantee's affordable housing efforts; and 7) any lessons learned.

**2.3.1.** A contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

**2.4. Responsibilities.** Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

**2.4.1.** Grantee shall notify DOLA at least 30 days in advance of Project Completion.

**2.5. Recapture of Advanced Funds.** To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

**2.6. Eligible Expenses.** Eligible expenses shall include: consultant fees, RFP/bid advertisements, attorney's fees, and Direct costs.

**2.6.1.** Direct costs are those that are identified as program-specific allowable costs of implementing the grant program objective.

**2.6.2.** Ineligible Expenses. Ineligible expenses shall include, but are not limited to: job posting or recruitment costs, indirect overhead or general operating costs, housing construction, pre-development costs, lobbying, food, drink, or entertainment costs. Grant Funds may not be used to cover legal costs to defend.

**3. DEFINITIONS**

**3.1. Project Budget Lines.**

**3.1.1.** "Consultant Services" means consultant fees, RFP/bid advertisements, and attorney's fees.

**3.2. "Substantial Completion"** means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

**4. DELIVERABLES**

**4.1. Outcome.** The final outcome of this Grant is documentation that the Clear Creek Regional Housing Authority has been established as a functioning, multi-jurisdictional housing authority supported by a strategic plan and vision, submission of any related reports or work product funded by this Grant, documentation from stakeholder engagement outcomes, and adoption of expedited review processes for affordable housing projects and/or achieve Proposition 123 requirements in Clear Creek County, Georgetown, Idaho

LPC-25-064 - Clear Creek County Regional Housing Authority Launch Project

Springs, Empire and Silver Plume in Colorado. In addition, a Final Informal Memo will be submitted to DOLA as a Final Report.

**4.2. Service Area.** The performance of the Work described within this Grant shall be located in Clear Creek County, Georgetown, Idaho Springs, Empire, and Silver Plume in Colorado.

**4.3. Performance Measures.** Grantee shall comply with the following performance measures:

<b><u>Milestone/Performance Measure/Grantee will:</u></b>	<b><u>By:</u></b>
Provide DOLA with baseline data on pre-grant estimated development review times for affordable housing projects for each of the partner jurisdictions (template provided by DOLA).	Within 60 days after the Effective Date of this Intergovernmental Grant Agreement.
Begin procurement process or Contractor mobilization.	Within 90 days after the Effective Date of this Intergovernmental Grant Agreement.
Provide DOLA with a copy of Grantee’s Consultant Agreement or its Scope of Work.	Within 14 days after the Effective Date of the subcontract(s).
Submit draft policy documents and/or expedited review policy language for each of the partner jurisdictions to DOLA for courtesy review.	30 days prior to each scheduled public hearing.
Each partner jurisdiction will adopt a resolution codifying its expedited development review process for affordable housing projects.	Within 30 days after formal adoption.
Submit Quarterly Pay Requests	<b>See §4.5.2 below</b>
Submit Quarterly Reports	<b>See §4.5.2 below</b>
Submit Project Final Report	January 29, 2028

**4.4. Budget Line Adjustments.**

**4.4.1. Grant Funds.** Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

**4.4.2. Other Funds.** Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in **§6.2**, or move Other Funds between and among budget lines, so long as the total amount of such

LPC-25-064 - Clear Creek County Regional Housing Authority Launch Project

“Other Funds” is not less than the amount set forth in §6.2 below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment or option letter. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Closeout.

**4.5. Quarterly Pay Request and Status Reports.** Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the Month but may be submitted more frequently at the discretion of the Grantee.

**4.5.1.** For Months in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following Month, including an estimate of Grant Funds to be expended.

**4.5.2.** Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
3 <sup>rd</sup> (Jul-Sep)	2025	October 30, 2025	Yes	Yes
4 <sup>th</sup> (Oct-Dec)	2025	January 30, 2026	Yes	Yes
1 <sup>st</sup> (Jan-Mar)	2026	April 30, 2026	Yes	Yes
2 <sup>nd</sup> (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes
3 <sup>rd</sup> (Jul-Sep)	2026	October 30, 2026	Yes	Yes
4 <sup>th</sup> (Oct-Dec)	2026	January 30, 2027	Yes	Yes
1 <sup>st</sup> (Jan-Mar)	2027	April 30, 2027	Yes	Yes
2 <sup>nd</sup> (Apr-Jun)	2027	JULY 15, 2027*	Yes	Yes
3 <sup>rd</sup> (Jul-Sep)	2027	October 30, 2027	Yes	Yes
4 <sup>th</sup> (Oct-Dec)	2027	January 29, 2028	Yes	Yes

LPC-25-064 - Clear Creek County Regional Housing Authority Launch Project

**\*State fiscal year runs July 1 - June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.**

**4.6. DOLA Acknowledgment.** The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

## **5. PERSONNEL**

**5.1. Responsible Administrator.** Grantee's performance hereunder shall be under the direct supervision of **Brian Bosshardt, County Manager, ([bbosshardt@clearcreekcounty.us](mailto:bbosshardt@clearcreekcounty.us))**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this **§5**. Such administrator shall be updated through the process in **§5.3**. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

**5.2. Other Key Personnel. Rachel Harlow-Schalk, Assistant County Manager & Finance Director, ([rharlowschalk@clearcreekcounty.us](mailto:rharlowschalk@clearcreekcounty.us))**. Such key personnel shall be updated through the process in **§5.3**.

**5.3. Replacement.** Grantee shall immediately notify the State if any key personnel specified in **§5** of this **Exhibit B** cease to serve. All notices sent under this subsection shall be sent in accordance with **§14** of the Grant.

**5.4. DLG Program Manager: Robyn DiFalco, (720) 682-5202, ([robyn.difalco@state.co.us](mailto:robyn.difalco@state.co.us))**.

**5.5. DLG Program Assistant: Jessica Rupe, (720) 557-4902, ([jessica.rupe@state.co.us](mailto:jessica.rupe@state.co.us))**.

## **6. FUNDING**

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of **§6.2**, Budget, below.

**6.1. Matching/Other Funds.** Grantee shall provide **at least 20%** of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of **§6.2** below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or **Exhibit B**.

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LPC-25-064 - Clear Creek County Regional Housing Authority Launch Project

**6.2. Budget**

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Consultant Services	\$120,000	\$96,000	\$24,000	Grantee
<b>Total</b>		<b>\$120,000</b>	<b>\$96,000</b>	<b>\$24,000</b>	

**7. PAYMENT**

Payments shall be made in accordance with this section and the provisions set forth in **§5** of the Grant.

**7.1. Payment Schedule.** If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$91,200	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$4,800	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
<b>Total</b>	<b>\$96,000</b>	

**7.2. Interest.** Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

**8. ADMINISTRATIVE REQUIREMENTS**

**8.1. Reporting.** Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

**8.1.1. Quarterly Pay Request and Status Reports.** Quarterly Pay Requests shall be submitted to DOLA in accordance with **§4.5** of this **Exhibit B**.

**8.1.2. Final Reports.** Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

LPC-25-064 - Clear Creek County Regional Housing Authority Launch Project

**8.2. Monitoring.** DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

**8.2.1. Subgrantee/Subcontractor.** Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

**8.3. Bonds.** If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

**8.3.1. Bid Bond.** A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

**8.3.2. Performance Bond.** A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

**8.3.3. Payment Bond.** A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

**8.3.4. Substitution.** The bonding requirements in this **§8.3** may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

**9. CONSTRUCTION/RENOVATION.** The following subsections shall apply to construction and/or renovation related projects/activities:

**9.1. Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

LPC-25-064 - Clear Creek County Regional Housing Authority Launch Project

**9.2. Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

**9.3. Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

**9.4. Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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# 2026-01-12 CCC and CCRHA IGA

Final Audit Report

2026-01-21

Created:	2026-01-20
By:	Janine Mariani (janine.mariani@mtncasa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAev0-VsKOayWrlI9TDIyk6GdOHoRQLcwA

## "2026-01-12 CCC and CCRHA IGA" History

-  Document created by Janine Mariani (janine.mariani@mtncasa.org)  
2026-01-20 - 3:37:22 AM GMT
-  Document emailed to Denise Tennant (dtennant@clearcreekcounty.us) for signature  
2026-01-20 - 3:37:40 AM GMT
-  Email viewed by Denise Tennant (dtennant@clearcreekcounty.us)  
2026-01-21 - 10:47:58 PM GMT
-  Document e-signed by Denise Tennant (dtennant@clearcreekcounty.us)  
Signature Date: 2026-01-21 - 10:55:53 PM GMT - Time Source: server
-  Agreement completed.  
2026-01-21 - 10:55:53 PM GMT



# Board Agenda Background

**Date:** 2/17/2026  
**To:** Board of County Commissioners  
**Through:** Colton Rohloff, County Manager  
**From:** Peter A. Lichtman, County Attorney  
**Subject:** Resolution R-26-18, Resolution Appointing Members to the Board of Directors of the Clear Creek County Tourism Bureau

---

## **RECOMMENDATION**

Staff recommends approval of Resolution #26-06, Resolution Appointing Members to the Board of Directors of the Clear Creek County Tourism Bureau.

## **BACKGROUND**

The Tourism Bureau was formed in 2008 for the purpose of increasing the number and frequency of visits to Clear Creek County and to provide information about the County to visitors. The Tourism Bureau Board of Directors is appointed by the Board of County Commissioners.

There are currently two vacancies on the Board of Directors for the Tourism Bureau. Also, the term of directors Codi Bair and Nichole Nemmers expired on January 14, 2026. Codi Bair was interviewed by the Board on January 20, 2026, to allow the Board to assess her interest and her re-appointment to the Tourism Bureau. Nichole Nemmers was interviewed by the Board on February 3, 2026, to allow the Board to assess her interest and her re-appointment to the Tourism Bureau.

As a result of those interviews, the Board desires to re-appoint both Ms. Bair and Ms. Nemmers as Directors for the Tourism Bureau. Approval of Resolution R-26-18 will appoint Codi Bair and Nichole Nemmers to the Board of Directors for the Tourism Bureau, for two-year terms, expiring January 14, 2028.

## **ATTACHMENTS:**

1. Resolution R-26-18
2. Application Material for Re-appointment Redacted – Codi Bair
3. Application Material for Re-appointment Redacted – Nichole Nemmers

**R-26-18**

**RESOLUTION APPOINTING MEMBERS TO THE BOARD OF DIRECTORS  
OF THE CLEAR CREEK COUNTY TOURISM BUREAU**

**WHEREAS**, on June 4, 2008, the Clear Creek County Tourism Bureau (hereinafter “Tourism Bureau”) was formed for the purpose of increasing the number and frequency of visits to Clear Creek County, and to provide information and direction to visitors in the County; and

**WHEREAS**, the Bylaws of the Tourism Bureau provide that all appointments as directors of the Tourism Bureau shall be made by the Clear Creek County Board of County Commissioners (hereinafter “Board”); and

**WHEREAS**, the Bylaws of the Tourism Bureau provide for a board of directors of not fewer than three and no more than nine directors, and

**WHEREAS**, the term of directors Codi Bair and Nichole Nemmers expired on January 14, 2026; and

**WHEREAS**, there are currently two vacant director positions on the Tourism Bureau; and

**WHEREAS**, Codi Bair was interviewed by the Board on January 20, 2026, to allow the Board to assess her interest and her re-appointment to the Tourism Bureau and the Board desires to re-appoint Ms. Bair as a director for the Tourism Bureau following that interview; and

**WHEREAS**, Nichole Nemmers was interviewed by the Board on February 3, 2026, to allow the Board to assess her interest and her re-appointment to the Tourism Bureau and the Board desires to re-appoint Ms. Nemmers as a director for the Tourism Bureau following that interview.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners for Clear Creek County that **Codi Bair** is hereby re-appointed to serve as a director for the Clear Creek County Tourism Bureau for a two -year term which commenced **January 15, 2026**, and shall expire on **January 14, 2028**.

**BE IT FURTHER RESOLVED**, that **Nichole Nemmers** is hereby appointed to serve as a director for the Clear Creek County Tourism Bureau for a term commencing on the adoption date of this resolution and expiring on **January 14, 2028**.

**BE IT EVEN FURTHER RESOLVED**, that these members shall continue to serve as directors for the Clear Creek County Tourism Bureau at the pleasure of the Board of County Commissioners for Clear Creek County, and in accordance with the Bylaws of the Tourism Bureau.

**BE IT EVEN FURTHER RESOLVED**, that the Tourism Bureau is invited to make recommendations to fill the remaining vacant director positions.

**ADOPTED** this 17<sup>th</sup> day of February, 2026, at a regularly scheduled meeting of the Clear Creek County Board of County Commissioners, effective the date hereof.

\_\_\_\_\_  
Rebecca Lloyd, Chair

\_\_\_\_\_  
Jodie Hartman-Ball, Commissioner

ATTEST:

\_\_\_\_\_  
George Marlin, Commissioner

\_\_\_\_\_  
Deputy Clerk and Recorder for  
Brenda L. Corbett  
Clear Creek County Clerk and Recorder

### Clear Creek County Boards/Commissions Application Tourism Bureau - Board Member

Name Codi Bair Cell Phone [REDACTED]

Business Beau Jo's Pizza Position President Address

[REDACTED] Mailing Address

[REDACTED] City/State/Zip

[REDACTED] Email Address

[REDACTED]

**Tourism Category (Please mark all that apply)**

Adventure  Attractions  Lodging  Restaurant  Retail  Other

Why are you interested in being a member of this Board/Commission? To help the community and know whats going on

What "team/board" experience have you had in the past? (e.g. homeowners association, college committee, government or board positions, organized group activities): Many different positions in college- President of Greek council, VP of Sorority, SAC

.....

What do you believe you could contribute to this Board/Commission? Knowledge from Denver and younger demo

What current topics about the County concern you? (e.g. development, preservation, economy, revenues, housing, workforce, etc.): Marketing

\_\_\_\_\_

Do you have any past involvement or experience with the County? (e.g. building permits, land use process, volunteerism, etc.): Grew up there and helped with events in the past, help planed Beau Jo's 50th anniversary

What recommendations do you have to the County about the types of members who would be valuable to these volunteer Boards/Commissions, e.g. age diversity, geographic diversity, etc. I do not have enough knowledge to give my input on this

Thank you ~ Please Remit Application to [Bluther@clearcreekcounty.us](mailto:Bluther@clearcreekcounty.us) and [Cass@visitclearcreek.com](mailto:Cass@visitclearcreek.com) Interview with Clear Creek Board of County Commissioners to follow for consideration of appointment.



August 28, 2024

Clear Creek Board of County Commissioners  
Attn: Beth Luther

P.O. Box 2000  
Georgetown, Colorado 80444

Good afternoon. On behalf of the Clear Creek County Tourism Bureau, I would like to request appointment of Codi Bair to fill the vacant chair for a restaurant industry representative on the Clear Creek County Tourism Bureau Board of Directors.

Codi Bair, Marketing – Beau Jo’s Management  
Beau Jo’s Pizza



Thank you for your time and consideration,

Cassandra Patton, Director  
Clear Creek County Tourism Bureau



**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** Re: just need replies to these questions  
**Date:** Tuesday, January 9, 2024 2:05:10 PM

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

**Why are you interested in being a member on this Board/Commission?**

I have always had an interest in tourism and Visitor management. In my wholesale business career I would stay and visit different small towns or resorts within the Rocky Mountains. Being a long time and current resident of Clear Creek County I also feel the need for balance for our own businesses- keeping residents employed and to direct visitors on responsibility. I look forward to a renewal on this board as we have added a couple great new members.

**What "team/board" experience have you had in the past? (e.g. homeowners association, college committee, government or board positions, organized group activities):**

**Clear Creek County Tourism Bureau, Idaho Springs Vitality Task Force, Idaho Springs Chamber of Commerce, Carlson Elementary PTA, Clear Creek 2000 Rotary, ROMP Community Advisory team**

**What do you believe you could contribute to this Board/Commission: A locals perspective for an eye and ear to the ground. Seeing the visitors use our parking - where they park, where they shop, where they eat. Identification of slow shoulder seasons direct from business owners and local employees. Use of the surrounding trails from personal use and other community members. Relationships with other community organizations for synergies. History of other "small towns" and their tourism/management experience.**

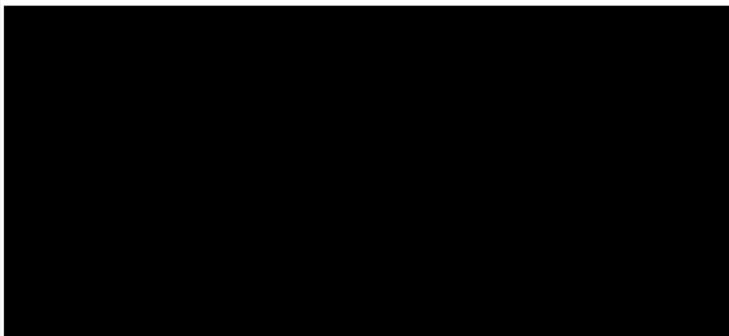
**What current topics about the County concern you? (e.g., development, preservation, economy, revenues, housing, workforce, etc.): All of the**

**above. Better alignment for the county anchors, use of shared transit. Keeping animal waster, dogs leashed and a trash free hike on our trails. Keeping visitors inticed to stop at an establishment to learn our history, shop or eat with fond memories of our precious county. All the above takes a full circle.**

**Do you have any past involvement or experience with the County? (e.g., building permits, land use process, volunteerism, etc.) I volunteer and add time or contributions whenever available. I work in real estate and communicate with ourcounty level on a variety of needs for permits, land use etc. Always wanting information first hand and to deliver the correct message.**

**What recommendations do you have to the County about the types of members who would be valuable to these volunteer Boards/Commissions, e.g. age diversity, geographic diversity, etc. It would be welcomed to have a historian or a resturant member to add an even deeper balance with our current and new members.**

Gratefully,





# Board Agenda Background

**Date:** 2/17/2026  
**To:** Board of County Commissioners  
**Through:** Colton Rohloff, County Manager  
Stoy Streepey, Public Works Director  
**From:** Stacey Canada, Capital Projects Manager  
**Subject:** Consideration of Approval of PW 24-08 Amendment to the Agreement between Owner and Engineer for Professional Services with RockSol Consulting Group, Inc.

---

## RECOMMENDATION

Staff recommends the approval of Amendment (Attachment 1) to Agreement (Attachment 2) for Professional Engineering and Consulting Services between RockSol Consulting Group, Inc. (RockSol) and Clear Creek County, Colorado (County).

## BACKGROUND

In January 2024, the Public Works Division solicited requests for qualifications (RFQ) for professional engineering and consulting services for Road and Bridge (R&B) capital projects. The RFQ focused on quality management and technical expertise. The RFQ solicited for services to be performed under a main Agreement through duly executed Task Orders. The intention of selecting one design and consulting firm was to streamline project delivery, benefit from project efficiency and consistency, and provide flexibility for strategic planning of multiple projects. RockSol entered into an Agreement with the County on April 11, 2024:

Per ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES, paragraph 3.01.A, the Agreement is effective and applicable to Task Orders from the Effective Date of the Agreement until December 2025.

Per ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES, paragraph 3.01.B, parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

Per ARTICLE 4 – INVOICES AND PAYMENTS, paragraph 4.04.B, Standard Hourly Rates are attached to the Agreement in Appendix 2.

## ANALYSIS

RockSol has continued to provide consistent quality work and responsiveness to the unique challenges of the County road system, and flexibility in design alternatives, as needed. Since working with RockSol, the County has streamlined the necessary road design and increased the ability to accomplish multiple overdue major road rehabilitation projects a year. It is in the best interest of the County to continue the working relationship between the County and RockSol in order to facilitate efficient use of County resources.

Extending the date of the Agreement does not require the County to issue any Task Orders or stipulate a minimal amount of work to be awarded to RockSol. Work is only awarded through individual executed Task Orders, as determined by County staff and approved by the Board of County Commissioners.



# Board Agenda Background

## **CONCLUSION**

The proposed Amendment to the Agreement for Professional Engineering and Consulting Services between RockSol Consulting Group, Inc. and Clear Creek County, Colorado extends the end date to December 31, 2027, and replaces 2024-2025 Standard Hourly Rates Schedule with 2026-2027 Standard Hourly Rates.

## **FISCAL IMPACT**

The proposed Amendment has no fiscal impact. No additional funding allocation is being requested at this time.

## **ATTACHMENTS**

1. Amendment to Agreement
2. Original Agreement



**AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING AND  
CONSULTING SERVICES BETWEEN ROCKSOL CONSULTING GROUP, INC. AND  
CLEAR CREEK COUNTY, COLORADO**

THIS AMENDMENT TO AGREEMENT for Professional Engineering and Consulting Services (the “Amendment”), is made and entered into by and between the County of Clear Creek, State of Colorado, a political subdivision of the State of Colorado, by and through its Board of County Commissioners (“County”), and RockSol Consulting Group, LLC (“Consultant”). County and Consultant may be referred to herein individually as a “Party” or collectively as the “Parties.”

**WHEREAS**, the Parties entered into an agreement dated April 11, 2024, recorded on December 12, 2024, at Reception #314429, Book 1065, Page 571, and re-recorded on December 10, 2025, at Reception #317549, Book 1079, Page 995, to include omitted appendices, in the official records of the Clear Creek County Clerk and Recorder (“Original Contract”), wherein the Contractor agreed to provide professional engineer and consulting services related to Road and Bridge capital improvement projects; and

**WHEREAS**, the Original Contract expired by its terms on December 31, 2025, and the parties desire to extend the expiration date for the Contractor to complete their work pursuant to the Original Contract and pursuant to the subsequent Task Orders that have been approved; and

**WHEREAS**, Consultant has updated its standard hourly rate schedule, and desires to amend the Original Contract and replace Appendix 2, in its entirety to reflect the new standard hourly rate schedules.

**NOW, THEREFORE**, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Consultant agree as follows:

1. Article 3, subparagraph A, Term and Times for Rendering Services, in the Original Contract is hereby revised in its entirety to read:
  - A. This Agreement will be effective and applicable to Task Orders issued hereunder from the Effective Date of the Agreement until December 31, 2027.

2. Appendix 2 in the Original Contract is hereby replaced in its entirety by the Standard Hourly Rates Schedules attached hereto as Exhibit A.
3. Wherever in the Original Contract or Amendment reference is made to the agreement, reference is made to the Original Contract, as hereby amended.
4. Except as is expressly hereby amended, all the provisions of the Original Contract shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment on the day and year written below.

**“OWNER”**

CLEAR CREEK COUNTY, COLORADO,  
by and through its  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

By: \_\_\_\_\_  
Rebecca Lloyd, Chair

\_\_\_\_\_  
Deputy Clerk and Recorder for  
Brenda L. Corbett  
Clear Creek County Clerk and Recorder

Date: \_\_\_\_\_

Approved as to form and  
legal sufficiency:

\_\_\_\_\_  
Peter A. Lichtman  
County Attorney

Date: \_\_\_\_\_

**ENGINEER”**

RockSol Consulting Group, Inc.

By:  \_\_\_\_\_  
Saeid Saeb, Principal

ATTEST:

 \_\_\_\_\_  
Lisa Francis, Controller

Date: 1/29/2026

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING AND  
CONSULTING SERVICES  
EXHIBIT A**



**RockSol's Schedule of Hourly Rates**  
**January 1, 2026 to December 31, 2026**

**RockSol Standard Fee Schedule**

<i>Employee Classification/Years of Experience</i>	<i>Hourly Rate*</i>
Senior Project Manager	\$288.00
Senior Transportation Engineer	\$256.17
Senior Project Engineer	\$231.98
Project Manager II	\$230.48
Project Manager I	\$202.41
Senior Structural Engineer	\$260.93
Structural Engineer III	\$230.48
Structural Engineer II	\$187.92
Structural Engineer I	\$162.59
Senior Geotechnical Engineer	\$283.42
Senior Geologist	\$180.42
Staff Engineer II	\$182.11
Staff Engineer I	\$162.59
Engineer-in-Training III	\$151.14
Engineer-in-Training II	\$128.74
Engineer-in-Training I	\$115.34
Engineering Student Intern	\$75.02
Environmental Manager	\$187.10
Environmental Specialist III	\$162.75
Environmental Specialist II	\$138.41
Environmental Specialist I	\$116.34
Const. Mgr/Inspector IV (20-25 yrs or PE 15 yrs)	\$197.64
Const. Mgr/Inspector III (10-20 yrs or PE 7 yrs)	\$173.91
Const. Mgr/Inspector II (3 to 10 yrs)	\$138.30
Const. Mgr/Inspector I (Less than 3 yrs)	\$102.82
Technician IV (Lab or Field Manager)	\$153.21
Technician III (+15 years)	\$126.26
Technician II (2 to 15 years)	\$104.33
Technician I (Less than 2 yrs)	\$86.74
Design Technician III	\$151.14
Design Technician II	\$117.02
Design Technician I	\$89.12
Graphic Designer	\$127.14
Project Control and Admin	\$116.43

\*Note: A 4% rate increase will be added for the 2027 calendar year

- |  |                         |
|--|-------------------------|
| • Mileage                              | Federal Government Rate |
| • Travel                               | At Cost                 |
| • Drilling                             | At Cost                 |
| • Outside Services                     | At Cost                 |
| • Public Involvement Supplies/Mailings | At Cost                 |



## 2026 BILLING RATE SCHEDULE

Add 4% for 2027 Rates

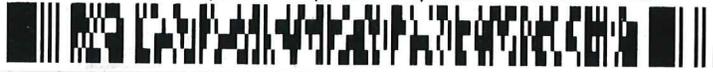
Position	Range	Level					
		1	2	3	4	5	6
Principal / Practice Leader / Vice President	\$245-300	\$245	\$255	\$265	\$275	\$285	\$300
Senior Project Manager	\$210-265	\$210	\$220	\$230	\$240	\$250	\$265
Project Manager	\$165-220	\$165	\$175	\$185	\$195	\$205	\$220
Water Rights Engineer	\$145-200	\$145	\$155	\$165	\$175	\$185	\$200
Senior Staff Scientist	\$135-185	\$135	\$145	\$155	\$165	\$175	\$185
Project Engineer	\$135-185	\$135	\$145	\$155	\$165	\$175	\$185
Senior Designer	\$135-160	\$135	\$140	\$145	\$150	\$155	\$160
Designer	\$105-155	\$105	\$115	\$125	\$135	\$145	\$155
Scientist	\$105-160	\$105	\$115	\$125	\$135	\$145	\$160
Engineer	\$105-160	\$105	\$115	\$125	\$135	\$145	\$160
Hydrologist	\$105-160	\$105	\$115	\$125	\$135	\$145	\$160
Engineering Technician	\$85-135	\$85	\$95	\$105	\$115	\$125	\$135
Administrative Support	\$80-105	\$80	\$85	\$90	\$95	\$100	\$105
Engineering Intern	\$65-90	\$65	\$70	\$80	\$85	\$88	\$90

Expenses	
Mileage	Federal Regulatory Rate
Drone Rental per Day	\$500
Travel related expenses	At Cost
Subconsultant	At Cost plus 10%
All Other Project Expenses	At Cost plus 10%

**Wilson & Company, Engineers and Architects, Inc**

Rate Table

<u>CLASSIFICATION</u>	<u>CURRENT</u>	<u>2026</u>	<u>2027 (4% escalation)</u>	<u>DESCRIPTION</u>
	<u>CONTRACT</u> <u>RATE*</u>			
Engineer/Technical Specialist XVII		\$250.00	\$260.00	Regional Drainage Practice Lead
Engineer/Technical Specialist XV	\$200.00	\$230.00	\$239.20	Project Manager I, Survey Manager, Drainage Practice Lead
Engineer/Technical Specialist XIII	\$180.00	\$200.00	\$208.00	Professional Surveyor III
Engineer/Technical Specialist XII	\$170.00	\$190.00	\$197.60	Professional Surveyor II, Senior Drainage Engineer
Engineer/Technical Specialist XI	\$160.00	\$180.00	\$187.20	Professional Surveyor I
Engineer/Technical Specialist X		\$170.00	\$176.80	Staff Drainage Engineer
Engineer/Technical Specialist IX	\$140.00	\$160.00	\$166.40	Project Accounting
Engineer/Technical Specialist VIII	\$130.00	\$150.00	\$156.00	Drafting/Design Tech III
Engineer/Technical Specialist VII	\$120.00	\$140.00	\$145.60	Drafting/Design Tech II
Engineer/Technical Specialist VI	\$110.00	\$130.00	\$135.20	Party Chief III, Project Accounting, Junior Drainage Engineer
Engineer/Technical Specialist V	\$100.00	\$120.00	\$124.80	Party Chief II
Engineer/Technical Specialist IV	\$90.00	\$110.00	\$114.40	Party Chief I
Engineer/Technical Specialist III	\$80.00	\$100.00	\$104.00	Drafting/Design Tec I
Engineer/Technical Specialist II	\$70.00	\$90.00	\$93.60	Office Administration, Instrument Person
Engineer/Technical Specialist I	\$60.00	\$80.00	\$83.20	Instrument Person, Intern
*Rates based on a 3.0 Multiplier				
Survey Equipment Schedule				
GPS	\$150.00			per day
Lidar Scanner/UAS	\$600.00			per day
Mileage	0.70(IRS)			per mile



# AGREEMENT BETWEEN CLEAR CREEK COUNTY AND ENGINEER FOR PROFESSIONAL SERVICES – TASK ORDER EDITION

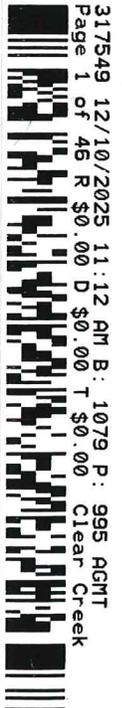
## PW 24-08 Road & Bridge Professional Engineering & Consulting Services

### TABLE OF CONTENTS

	Page
Article 1— SERVICES OF ENGINEER .....	1
1.01 General.....	1
1.02 Task Order Procedure .....	1
1.03 Management of Engineering Services .....	2
Article 2— OWNER’S RESPONSIBILITIES .....	4
2.01 Application of Owner’s Responsibilities .....	4
2.02 Project Information.....	4
2.03 Owner’s Instructions Regarding Bidding and Construction Documents.....	5
2.04 Owner-Furnished Services .....	5
2.05 Owner’s General Responsibilities .....	5
2.06 Payment .....	7
Article 3— TERM AND TIMES FOR RENDERING SERVICES .....	7
3.01 Term .....	7
3.02 Commencement.....	7
3.03 Time for Completion .....	7
Article 4— INVOICES AND PAYMENTS.....	8
4.01 Invoices .....	8
4.02 Payments.....	8
4.03 Basis of Compensation.....	8
4.04 Explanation of Compensation Methods .....	9
4.05 Reimbursable Expenses .....	9
4.06 Other Provisions Concerning Payment .....	9
Article 5— Opinions of Cost.....	10
5.01 Opinions of Probable Construction Cost.....	10
5.02 Opinions of Total Project Costs.....	10
Article 6— GENERAL CONSIDERATIONS .....	10

*Re-recorded to include Appendices*

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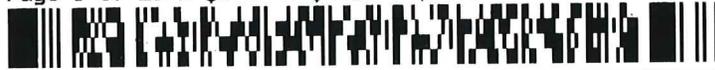




6.01	Standards of Performance .....	10
6.02	Ownership and Use of Documents .....	11
6.03	Electronic Transmittals .....	12
6.04	Insurance.....	12
6.05	Suspension and Termination .....	13
6.06	Successors, Assigns, and Beneficiaries.....	14
6.07	Reserved.....	14
6.08	Controlling Law; Venue.....	14
6.09	Environmental Condition of Site.....	14
6.10	Indemnification .....	16
6.11	Records Retention.....	16
6.12	Budget Appropriation .....	16
6.13	Miscellaneous Provisions .....	16
Article 7—	DEFINITIONS.....	19
7.01	Defined Terms.....	19
Article 8—	APPENDICES AND EXHIBITS.....	24
8.01	Reserved.....	24
8.02	Appendices to Main Agreement .....	24
8.03	Resource Documents: Task Order Form and Exhibits to Task Order .....	25
8.04	Executed Task Orders and Their Exhibits.....	25
8.05	Total Agreement; Amendments to Main Agreement and Task Orders.....	25
Article 9—	Special Provisions .....	25
9.01	Designated Representatives .....	25
9.02	Engineer's Certifications .....	26
9.03	Conflict of Interest .....	26



317549 12/10/2025 11:12 AM B: 1079 P: 996 AGMT  
Page 2 of 46 R \$0.00 D \$0.00 T \$0.00 Clear Creek



## AGREEMENT BETWEEN CLEAR CREEK COUNTY AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

PW 24-08 Road & Bridge Professional Engineering & Consulting Services

### MAIN AGREEMENT

This Main Agreement is a part of the Agreement between Clear Creek County, Colorado, a political subdivision of the State of Colorado, by and through its Board of County Commissioners, ("Owner" or "County") and RockSol Consulting Group, Inc. ("Engineer"). Other terms used in the Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

Owner and Engineer further agree as follows:

#### ARTICLE 1—SERVICES OF ENGINEER

##### 1.01 General

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.
- B. This Agreement is not a commitment by Owner to issue any Task Orders.
- C. Engineer will not be obligated to perform any prospective Task Order unless and until (1) Owner and Engineer agree to the particulars of the assignment, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) Owner and Engineer both sign the Task Order.
- D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Agreement; (b) the Agreement's appendices; (c) any executed written amendments of the Agreement; (d) the specific Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

##### 1.02 Task Order Procedure

- A. The general format of a Task Order is presented in the accompanying Task Order Form and Task Order exhibits.
- B. Each specific Task Order will indicate:
  1. Project Background Data;
  2. Specific services to be performed by Engineer ("Scope"), including key deliverables;
  3. Additions or Modifications to Owner's Responsibilities;
  4. Task Order and Deliverable Schedule;



5. Engineer's Compensation for Task Order; and
  6. Project Staff, Roles, and Responsibilities.
- C. With respect to the Engineer's scope of services under a specific Task Order, each specific Task Order will incorporate an Exhibit A, "Engineer's Services Under Task Order," prepared for the specific Task Order.
- D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Engineer will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.
- E. Task Orders may be amended as set forth in Paragraph 8.05.B of this Agreement.
- 1.03 Management of Engineering Services
- A. Engineer shall designate one (1) point of contact for ongoing management of Task Order development, Task Order management, coordination of progress meetings, invoicing, coordination of Project Staff per individual Task Orders.
1. The Engineer understands and hereby acknowledges that the Owner is relying primarily upon the expertise and personal abilities of Nathan Clouse, and this Agreement is conditioned upon his/her continuing direct personal involvement in the Services.
  2. The Owner understands that other employees of Engineer will be working on portions of the Services; however, these employees shall be under the direction of the person identified in this paragraph at all times; in the event that s/he is unable to remain involved in the Services, the Engineer shall immediately notify the Owner and the Owner shall have the option to terminate this Agreement.
- B. Progress meetings shall primarily occur every one to two weeks, as agreed to between Engineer and Owner. Progress meetings will be organized and led by Engineer to include all upcoming and in-progress Task Orders with appropriate Project Staff in attendance to address any concerns or questions by the Owner.
- C. Prior to Task Order award, Engineer shall:
1. Meet with Owner prior to award of Task Order and as part of Task Order development.
  2. Based on Owner-provided background information and Owner's project goals, develop and submit for Owner review:
    - a. Task Order Project Schedule that shall:
      - 1) Include, but not be limited to, anticipated sequence of tasks, estimates of task duration; interrelationships among tasks; milestone meetings and submittals; and other pertinent Specific Project events;
      - 2) Indicate site visits by Engineer or other parties with purpose of site visit.
    - b. Task Order Project Deliverables that shall:
      - 1) Include, a list of all deliverables to be performed and delivered to the Owner for review.
    - c. Task Order Fee Schedule that will:



- 1) Consist of estimated number of hours for each task multiplied by the Standard Hourly Rates included in Appendix 2 to the Main Agreement;
  - 2) Include estimated number of hours per billing class for each major task with task descriptions;
  - 3) Be consistent with and serve as a supplement to the Task Order Deliverables Schedule.
- D. All phases of Engineer's services under each Task Order will include management of Engineer's Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
1. Coordinate services with any necessary outside parties identified in the Task Order Services of the Engineer.
  2. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Engineer's services or resulting construction.
  3. Prepare and submit one (1) monthly engineering services progress report to the Owner. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
  4. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, for each invoice provide the specified additional information or documentation:
    - a. For each Task Order where services were performed during the invoice period, include the Task Order Fee Schedule as shown on the Task Order and indicate percent complete for each task.
  5. Conduct ongoing management tasks, including:
    - a. Maintaining communication records and files pertaining to or arising from Engineer's services;
    - b. With respect to Engineer's services and other directly relevant parts of the Specific Project, prepare for and participate in regularly scheduled progress meetings with Owner:
      - 1) to discuss progress, schedule, budget, issues, potential problems and their resolution;
      - 2) with meeting recurrence intervals no more than weekly and no less than biweekly unless agreed to by Owner;
    - c. Preparing agendas prior to and minutes following all Engineer-led meetings.
- E. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Owner's CAD standards using software compatible with latest version of AutoCAD.
- F. Draft and final Specifications in all phases of Engineer's services will be in accordance with:
1. Clear Creek County Roadway Design and Construction Manual (rev. 2021);
  2. Clear Creek County Grading and Excavation Standards;



3. Clear Creek County Chapter 12 Flood Damage Prevention Regulation;
  4. Clear Creek County Best Management Practices Manual (2012);
  5. Clear Creek County Managing Stormwater to Protect Water Resources in Mountainous Regions of Colorado (Colorado Geological Survey, 2009).
- G. Engineer's source documents for draft and final Specifications for road and bridge construction shall be Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction, with CDOT Standard Specifications referenced, as needed, and not reproduced.
- H. Engineer shall develop and prepare draft and final Supplemental Specifications, as necessary, where deviations from, or additions to, CDOT's Standard Specifications is appropriate and/or directed by the Owner.
- I. Engineer shall perform and document quality assurance and quality control processes as specified in Appendix 3 to the Main Agreement and any specific project quality processes specified in the governing Task Order.

## ARTICLE 2—OWNER'S RESPONSIBILITIES

### 2.01 Application of Owner's Responsibilities

- A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

### 2.02 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of the Specific Project, including Owner's:
1. design objectives and constraints;
  2. space, capacity, and performance requirements;
  3. flexibility and expandability needs;
  4. design and construction standards;
  5. budgetary limitations; and
  6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.



- C. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques.
  - D. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Specific Project.
- 2.03 Owner's Instructions Regarding Bidding and Construction Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services, as applicable.
  - B. Owner shall have responsibility for the final content of:
    - 1. such bidding-related documents (or requests for proposals or other construction procurement documents);
    - 2. and those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise) and other engineering or technical matters.
  - C. Owner shall place and pay for advertisements for Bids in appropriate publications.
- 2.04 Owner-Furnished Services
- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for each Specific Project:
    - 1. Accounting, bond and financial advisory services, independent cost estimating, and insurance counseling services.
    - 2. Legal services, including attorney review of proposed Construction Contract Documents and legal services required by Owner.
    - 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
  - B. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for each Specific Project.
  - C. With respect to the portions or phases of each Specific Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
    - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
    - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.
  - D. Owner may delegate to a Contractor or others the responsibilities set forth in Paragraphs 2.04.B and C.
- 2.05 Owner's General Responsibilities
- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement and under each Task Order.



- B. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Task Order.
- C. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement and under each Task Order.
- D. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- E. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement or any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.
- F. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer's services;
  - 2. the presence at the Site of any Constituent of Concern; or
  - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, as applicable, or (d) Owner's performance of its responsibilities under this Agreement.
- G. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- H. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, then Owner shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- I. Owner shall:
  - 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
  - 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
    - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.



317549 12/10/2025 11:12 AM B: 1079 P: 1003 AGMT  
Page 9 of 46 R \$0.00 D \$0.00 T \$0.00 Clear Creek

- b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
- 3. Perform or provide the following:
  - a. All other Owner responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

2.06 Payment

- A. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.

**ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES**

3.01 Term

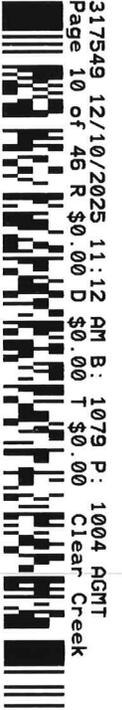
- A. This Agreement will be effective and applicable to Task Orders issued hereunder from the Effective Date of the Agreement until December 31, 2025.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 Commencement

- A. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

3.03 Time for Completion

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, Owner will pay Engineer for the additional services during the extension based on the Standard Hourly Rates Method of Payment.
- E. If Engineer fails, for reasons within the control of Engineer, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.



## ARTICLE 4—INVOICES AND PAYMENTS

### 4.01 Invoices

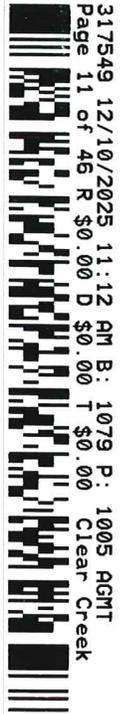
- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices; the terms of any progress reporting and special invoicing requirements in Paragraph 1.03, or as otherwise required in Exhibit A to the Task Order; and Appendix 2 to this Agreement, Standard Hourly Rates Schedule. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

### 4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion, subject to the terms of Article 4. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
  - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of this Main Agreement and the specific Task Order.

### 4.03 Basis of Compensation

- A. The bases of compensation for Engineer Services must be identified in each specific Task Order. Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The following bases of compensation is used for services under Task Orders, as identified in each specific Task Order:
  - 1. Lump Sum (plus any expenses expressly eligible for reimbursement).
  - 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
- C. The terms and conditions applicable to each of the compensation methods are set forth in Paragraph 4.04.



4.04 Explanation of Compensation Methods

A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Engineer's Subcontractor and Subconsultant charges.
3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services completed during the billing period to the Lump Sum.
4. The Lump Sum amount will be the same as the Task Order Fee Schedule total amount.

B. Standard Hourly Rates

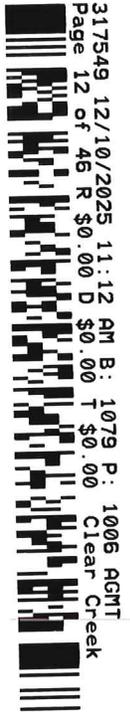
1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees and Consultants times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05.
2. Standard Hourly Rates include salaries and wages paid to Engineer's personnel and Subconsultant personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Standard Hourly Rates are attached to this Agreement as Appendix 2.
4. The total estimated compensation for the specified category of services will be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates (including Subconsultants identified as Task Order Project Staff), and reimbursable expenses.
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses.

4.05 Reimbursable Expenses

- A. Reimbursable costs shall be billed monthly. Reimbursable costs shall include only actual out-of-pocket expenses incurred by the Engineer in connection with the services performed for Task Orders, except travel will be reimbursable at the I.R.S. standard mileage rate. Reimbursable costs shall not include telephone or postal charges. Additional reimbursable costs can be specified in individual Task Orders, as agreed to by Owner.

4.06 Other Provisions Concerning Payment

- A. Estimated Compensation Amounts



1. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options.
2. Engineer shall give the Owner ample notice that estimated compensation amounts will be exceeded as scoped and will immediately stop work until further notice from Owner. Engineer shall not be paid for services that exceed the estimated compensation amount without prior authorization from the Owner.
3. Upon notice estimated compensation amount will be exceeded, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either:
  - a. exercise its right to suspend or terminate Engineer's services under the Task Order for Owner's convenience;
  - b. agree to such compensation exceeding said estimated amount;
  - c. or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed.
4. If Owner decides not to suspend the Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered.

#### ARTICLE 5—OPINIONS OF COST

##### 5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

##### 5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs

#### ARTICLE 6—GENERAL CONSIDERATIONS

##### 6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily



317549 12/10/2025 11:12 AM B: 1079 P: 1007 AGMT  
Page 13 of 46 R \$0.00 D \$0.00 T \$0.00 Clear Creek

used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
  - 1. Engineer shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
- F. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under a specific Task Order, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- G. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All technical or business information, in whatever medium or format, including but not limited to, data, specifications, processes, drawings, records, reports, proposals, and related documentation, research, or other information, originated or prepared by or for the Engineer in contemplation of, or in the course of, or as a result of, services performed hereunder, shall be promptly furnished to the County, and is owned by the County. Prepared Information specifically excludes the Engineer's preexisting services and/or prepared information developed by the Engineer or acquired by the Engineer that was not specifically developed for the County.
- B. The County is hereby entitled to use said information as deemed necessary for its purposes including the possibility of assigning said information to any companies related to the County.



### 6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. Compliance with the agreed-to methods and procedures of electronic transmittals by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in a specific Task Order.
- C. The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term "electronic mail" means email.
- D. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to -121.

### 6.04 Insurance

- A. Engineer shall purchase, and maintain throughout the course of its performance under this Agreement, such Insurance as will protect the Engineer and the Owner from claims which may arise out of or result from the Engineer's operations under the Agreement whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. For liability insurance coverages, before the Engineer may commence any Services under this Agreement, The Engineer must provide a certificate in a form satisfactory to the Owner showing that the Owner is named as an additional insured and that the coverage will not expire or be terminated without first giving the Owner thirty days' notice thereof.
- B. The insurance required shall be written for not less than any limits of liability required by law or by those set forth below, whichever are greater. All such insurance shall be written by companies authorized to do insurance business in the State of Colorado.
- C. Workers' Compensation and Employer's Liability. The Engineer shall maintain Workers' Compensation insurance that includes coverage for occupational disease, and Employer's Liability insurance, in amounts and coverage as required by the laws of Colorado.
- D. Commercial General Liability Insurance. The Engineer shall maintain a Commercial General Liability Form of insurance with bodily injury and property damage liability limits of the greater of (a) \$424,000 for any one person in any one occurrence and \$1,195,000 for two or more persons in any one occurrence, or (b) the maximum government liability under the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq.

- E. Automobile Liability Insurance. The Engineer shall maintain an Automobile Liability form of insurance with bodily injury and property damage liability limits of the greater of (a) \$424,000 for any one person in any one occurrence and \$1,195,000 for two or more persons in any one occurrence, or (b) the maximum government liability under the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq.
- F. Professional Liability (Errors and Omissions Liability) Insurance – At all times, Engineer shall maintain Professional Liability Insurance covering against liability for professional misconduct or lack of ordinary skill in the performance of professional duties in the performance of the Services by any entity and person for whom professional liability coverage is commonly available. In the event that the insurance is written on a claims-made basis, Engineer warrants that any retroactive date under the policy shall precede the Effective Date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time the Services is completed. The insurance will have minimum limits of \$1 million per loss/aggregate.
- G. Subcontractors and Subconsultants: Before permitting any of its Subcontractors or Subconsultants to perform any services under this Agreement, the Engineer shall either (a) require each of its subcontractors to procure and maintain during the life of its subcontracts, insurance of the types and in the amounts as may be applicable to its services, which type and amounts shall be subject to the approval of the Owner, or (b) insure the activities of its subcontractors in its own policy.

#### 6.05 Suspension and Termination

##### A. Suspension

- 1. Owner may suspend Engineer's services under a specific Task Order for up to 90 days upon 7 days' written notice to Engineer.
- 2. A suspension under a specific Task Order does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

##### B. Termination for Cause

- 1. The County may terminate this Agreement, in whole or in part, for its convenience upon providing written notice, by delivery or by mail, to the Engineer.
- 2. Upon such termination, the County shall be liable only for services satisfactorily completed prior to the notice and for unavoidable expenses directly incurred for performance of those parts of the services which have been satisfactorily completed, provided that, at its sole option, the County may require that the Engineer complete particular tasks or subtasks.
- 3. Upon termination Engineer shall deliver to the County all photographs, drawings, illustrations, text, data, and other documents entirely or partially completed, together with all material supplied to the Engineer by the County. Payment will be due within thirty (30) days after the Engineer has delivered the last of the partially completed documents, together with any records that may be required to determine the amount due.



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Page 16 of 46 R \$0.00 D \$0.00 T \$0.00 Clear Creek

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Main Agreement and any Task Order issued under this Main Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Main Agreement, or in any Task Order, without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Main Agreement or any Task Order.
- C. Unless expressly provided otherwise in this Main Agreement:
  - 1. All duties and responsibilities undertaken pursuant to this Main Agreement or any Task Order will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 2. Nothing in this Main Agreement or in any Task Order will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Main Agreement and its Task Orders.

6.07 Reserved

6.08 Controlling Law; Venue

- A. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado, without reference to choice of law rules. The parties agree that venue in any action to enforce or interpret this Agreement shall be in the District Court for Clear Creek County in the 5th District for the State of Colorado.
- B. The Engineer shall comply with all federal, state and local laws, statutes, ordinances, building codes, rules and regulations applicable to the services performed.
- C. Nothing herein shall be deemed to waive any of the immunities, liability limitations or other provisions of the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq., all of which expressly are reserved by County. In addition, anything in this Agreement which purports to create a contractual obligation by County to do an act or be liable for something for which the County is immune, or has limited liability, in the absence of a contractual obligation, shall be deemed void.

6.09 Environmental Condition of Site

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), Owner represents to Engineer that, as of the Effective Date of the Task Order, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.



- B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to Industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
  2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
  3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that for all Task Orders the Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under a specific Task Order, then:
1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
  2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope



of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days' written notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification

- A. Engineer shall indemnify and hold harmless the Owner, and its elected officials and employees, and the agents of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Engineer's performance of services, including performance by anyone directly or indirectly employed by the Engineer or anyone for whose acts the Engineer may be liable. Notwithstanding the foregoing, each party is responsible for its own negligence as it relates to the provisions of this Agreement.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Budget Appropriation

- A. Notwithstanding anything to the contrary contained in this Agreement, the County shall have no obligations under this Agreement, nor shall any payment be made to the Engineer, in respect of any period or services performed after any December 31 of each calendar year during the term of this Agreement, without an appropriation therefor by the County in accordance with a budget adopted by the Board of County Commissioners in compliance with the provisions of Article 25 of Title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. § 29-1-101 et seq.), and the TABOR Amendment (Constitution, Article X, Sec. 20).

6.13 Miscellaneous Provisions

- A. Key Notices: Key Notices required under this Main Agreement or a Task Order are notices regarding Agreement default, contractual dispute, or termination of the Agreement.
  - 1. Key Notices shall be given in writing and shall be deemed received if given by:
    - a. electronic mail (as set forth in Paragraph 6.13.2) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission;
    - b. certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail;
    - c. or overnight carrier service or personal delivery, when received.

317549 12/10/2025 11:12 AM B: 1079 P: 1012 AGMT  
Page 18 of 46 R \$0.00 D \$0.00 T \$0.00 Clear Creek



2. Key Notices transmitted through electronic mail shall be followed by a hard copy of the communication by the means described in Paragraph 6.13.A.b or 6.13.A.c. The requirement for following up a notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the notice, that the notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

Engineer:

RockSol Consulting Group, Inc.  
12076 Grant Street  
Thornton, CO 80241  
ATTN: Nathan Clouse (PW 24-08 Key Notice)  
Email: [clouse@rocksol.com](mailto:clouse@rocksol.com)  
Email Subject Line: PW 24-08 Key Notice

Owner:

Clear Creek County, Public Works Division  
P.O. Box 362  
3549 Stanley Road  
Dumont, CO 80436  
ATTN: Capital Projects Manager  
Email: [pw@clearcreekcounty.us](mailto:pw@clearcreekcounty.us)  
Email Subject Line: PW 24-08 Key Notice

With a copy to:

Clear Creek County Attorney  
P.O. Box 2000  
Georgetown, CO 80444  
E-Mail: [plichtman@clearcreekcounty.us](mailto:plichtman@clearcreekcounty.us)

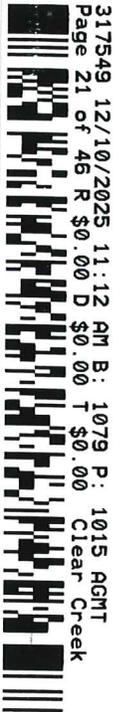
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Task Order will survive completion or termination for any reason.
- C. Severability: Any provision or part of the Main Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Main Agreement and any Task Order will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services,



317549 12/10/2025 11:12 AM B: 1079 P: 1014 AGMT  
Page 20 of 46 R \$0.00 D \$0.00 T \$0.00 Clear Creek

or the Specific Project is not completed, then no later than the date of Owner's last payment to Engineer under the applicable Task Order.

- F. Project Management: Nathan Clouse shall be designated as the Engineer's Project Manager for the services provided. Stacey Canada shall be Owner's Project Manager responsible for this Agreement. All correspondence between the parties regarding this project shall be between and among the project managers. Either party may designate a different project manager by notice in writing.
- G. Independent Contractor: It is expressly acknowledged and understood by the parties that nothing contained in this Agreement shall result in, or be construed as establishing, an employment relationship. The Engineer shall be, and shall perform as, an independent contractor. No agent, employee, or servant of the Engineer shall be, or shall be deemed to be, the employee, agent or servant of Owner. The Engineer shall be solely and entirely responsible for its acts and for the acts of Engineer's agents, employees, servants and subcontractors during the performance of this Agreement.
- H. No Assignment: The parties to this Agreement recognize that the services to be provided pursuant to this Agreement are professional in nature and that by entering into this Agreement the Owner is relying upon the personal services and reputation of the person(s) identified in the preceding paragraph. Therefore, the Engineer may not assign its interest in the Agreement, including the assignment of any rights or delegation of any obligations provided therein, without the prior written consent of the Owner, which consent the Owner may withhold in its sole discretion. Except as so provided, this Agreement shall be binding on and inure to the benefit of the parties, and their respective successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- I. Confidentiality: The Engineer acknowledges that it may receive confidential information from the Owner for use in connection with its performance of the services. The Engineer further acknowledges that it may in the performance of the services develop information, including facts, data, and opinions, which are, or in the Owner's judgment should be, confidential or limited in terms of dissemination. The Engineer shall take all precautions necessary to maintain and protect the confidentiality of any such information and to ensure that it shall be used only for the purposes of the performed services. All facts, data, and opinions developed by the Engineer in the course of its performance of the Services shall be deemed to belong to the Owner and no such facts, data, or opinions shall be disseminated to anyone for any purpose without the Owner's express written consent unless required by law. Upon completion of the services, Engineer shall return to the Owner all material the Owner supplied to the Engineer in connection with the performance of the services.
- J. Warranties: The Engineer represents and warrants that:
  - 1. It is fully qualified to perform the services and will perform the services in a timely, accurate, and competent manner in accordance with the professional standards of the industry; provided that this warranty shall not abrogate any independent duty of care owed by the Engineer to the Owner;
  - 2. Any methodologies or programs or other intellectual property utilized under this Agreement were independently developed by it or duly licensed from third parties and



shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary or intellectual property rights of a third party;

3. If it is an entity, it is duly organized, validly existing, and in good standing under the laws of the State of Colorado; and,
  4. The execution, delivery and performance of this Agreement by the Engineer does not and will not: (1) require the consent of any undisclosed person or entity, (2) violate any legal requirement or (3) conflict with, or constitute a breach or violation of (a) its entity's organizational documents, if any, or (b) the terms or provisions of any other Agreement, instrument or understanding by which the Engineer is bound or affected.
- K. The Engineer shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement on the basis of race, color, religion/creed, national origin, sex/gender, gender identity, gender expression, sexual orientation, ancestry, disability, pregnancy, age, veteran status, marital status, family status or political affiliation. The Engineer shall require all consultants to agree to the provisions of this subparagraph.
- L. Third Party. This Agreement does not and shall not be deemed to confer upon or grant to any third party any right enforceable at law or equity arising out of any term, covenant, or condition herein or the breach thereof.

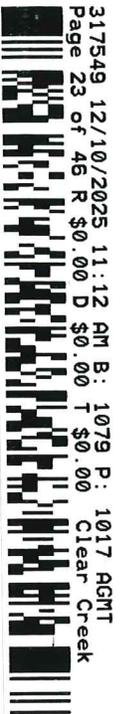
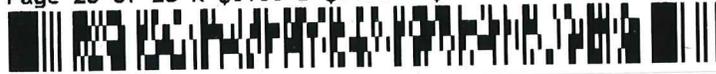
## ARTICLE 7—DEFINITIONS

### 7.01 Defined Terms

- A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the appendices, or in the following definitions:
1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of a specific Task Order.
  3. Agreement—This written contract for professional services between Owner and Engineer, including the Main Agreement, all appendices to the Main Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.
    - a. Main Agreement—See definition at Paragraph 7.01.A.28 below.
  4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of a specific Task Order.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the Effective Date of the Main Agreement.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or

317549 12/10/2025 11:12 AM B: 1079 P: 1016 AGMT  
Page 22 of 46 R \$0.00 D \$0.00 T \$0.00 Clear Creek



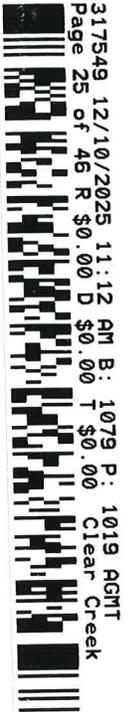
supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Main Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date of the Construction Contract—The date indicated on the Construction Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Contract is signed and delivered by the last of the two parties to sign and deliver.
20. Effective Date of the Main Agreement—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.
21. Effective Date of the Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
22. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
23. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
24. Engineer—The individual or entity named as such in this Main Agreement.
25. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.



26. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
27. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the Effective Date of the Main Agreement.
28. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
29. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Engineer, applicable to all Task Orders, including but not limited to provisions regarding task order procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.
30. Owner—The individual or entity named as such in this Main Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
31. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
32. Resident Project Representative—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.
33. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
35. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed,

317549 12/10/2025 11:12 AM B: 1079 P: 1018 AGMT  
Page 24 of 46 R \$0.00 D \$0.00 T \$0.00 Clear Creek



- including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
36. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
  37. Specific Project—A specifically identified and defined total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
  38. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.
  39. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
  40. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
  41. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
  42. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
  43. Task Order—A document executed under this Main Agreement by Owner and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.
  44. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost



and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

45. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
46. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
47. Work Change Directive—A written directive to Contractor issued on or after the Effective Date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

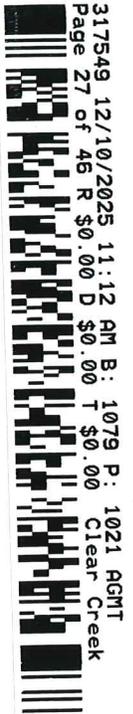
1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

**ARTICLE 8—APPENDICES AND EXHIBITS**

8.01 Reserved

8.02 Appendices to Main Agreement

- A. The following appendices are incorporated by reference and made a part of this Main Agreement:
  1. Appendix 1—Reserved
  2. Appendix 2—Standard Hourly Rates Schedule
  3. Appendix 3—Quality Management Plan
  4. Appendix 4 – Resource Documents



8.03 Resource Documents: Task Order Form and Exhibits to Task Order

- A. The parties acknowledge the accompanying documents, "Task Order Form" and "Exhibits to Task Order." These documents are a resource for the parties' use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.

8.04 Executed Task Orders and Their Exhibits

- A. When a specific Task Order is duly executed by Owner and Engineer, the Task Order and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Task Orders

- A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings.
- B. Amendments:
  - 1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
  - 2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.
  - 3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its appendices, except as expressly stated in such Task Order.

**ARTICLE 9—SPECIAL PROVISIONS**

9.01 Designated Representatives

- A. With the execution of this Main Agreement, Engineer and Owner shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to develop Task Order scope, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.

Engineer's Designated Representative:

Nathan Clouse  
Title: Project Manager  
12076 Grant Street  
Thornton, CO 80241  
Phone: 303  
Email: clouse@rocksol.com

Owner's Designated Representative:

Stacey Canada  
Title: Capital Projects Manager

3549 Stanley Road  
Dumont, CO 80436  
Phone: 303.679.2466  
Email: scanada@clearcreekcounty.us

- B. With the execution of each Task Order, Engineer and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

#### 9.02 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

#### 9.03 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. The Engineer shall not knowingly perform any act that would conflict in any manner with the performance of the Services. The Engineer certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of Services.
- C. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
  2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.



317549 12/10/2025 11:12 AM B: 1079 P: 1023 AGMT  
Page 29 of 46 R \$0.00 D \$0.00 T \$0.00 Clear Creek



This Main Agreement's Effective Date is: 04/11/2024  
(date of execution, to be inserted by Owner)

Owner: Clear Creek County, Colorado  
(name of organization)

Engineer: RockSol Consulting Group, Inc.  
(name of organization)

By: *Karl Schell*  
(individual's signature)

By: *[Signature]*  
(individual's signature)

Date: 4/10/2024  
(date signed)

Date: 4/2/2024  
(date signed)

Name: Karl Schell  
(typed or printed)

Name: Saeid Saeb  
(typed or printed)

Title: Public Works Division Director  
(typed or printed)

Title: President of RockSol  
(typed or printed)

Attach evidence of authority to sign.

Attach evidence of authority to sign.

Attest: *[Signature]*  
(individual's signature)

Attest: *[Signature]*  
(individual's signature)

*Julie Whisenand*  
(type or printed)

*Lisa Francis*  
(type or printed)

Title: *Administrative Asst.*  
(typed or printed)  
*Public Works*

Title: *Controller*  
(typed or printed)

Approved as to form and legal sufficiency:

*[Signature]*  
Peter A. Lichtman, County Attorney

04/11/2024  
Date





## APPENDICES TO MAIN AGREEMENT

### TABLE OF CONTENTS

APPENDIX 1: Reserved

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APPENDIX 2: Standard Hourly Rates Schedule

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APPENDIX 3: Quality Management Plan

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APPENDIX 4: Resource Documents





**APPENDIX 1: Reserved**

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## APPENDIX 2: Standard Hourly Rates Schedule

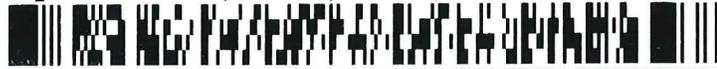
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### A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 and include salaries and wages paid to all personnel on the Engineer's project team, including any subconsultants, in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in the Agreement and the governing Task Order.

- B. Schedule: Hourly rates for services performed on or after the date of the Agreement are shown on the following six (6) pages.





**RockSol's Schedule of Hourly Rates**  
**January 1, 2024 to December 31, 2024**

**RockSol Standard Fee Schedule**

<i>Employee Classification/Years of Experience</i>	<i>Hourly Rate*</i>
Senior Project Manager	\$274.29
Senior Transportation Engineer	\$232.35
Senior Project Engineer	\$210.41
Senior Structural Engineer	\$260.89
Structural Engineer II	\$170.45
Structural Engineer I	\$147.48
Senior Geotechnical Engineer	\$257.07
Senior Geologist	\$163.65
Staff Engineer II	\$165.18
Staff Engineer I	\$147.48
Engineer-in-Training III	\$137.09
Engineer-in-Training II	\$116.77
Engineer-in-Training I	\$104.62
Engineering Student Intern	\$68.05
Environmental Manager	\$168.12
Environmental Specialist II	\$125.54
Environmental Specialist I	\$105.52
Const. Mgr/Inspector IV (20-25 yrs or PE 15 yrs)	\$179.27
Const. Mgr/Inspector III (10-20 yrs or PE 7 yrs)	\$157.74
Const. Mgr/Inspector II (3 to 10 yrs)	\$125.44
Const. Mgr/Inspector I (Less than 3 yrs)	\$93.26
Technician IV (Lab or Field Manager)	\$138.96
Technician III (+15 years)	\$114.52
Technician II (2 to 15 years)	\$94.63
Technician I (Less than 2 yrs)	\$78.68
Design Technician III	\$137.09
Design Technician II	\$106.14
Design Technician I	\$80.84
Graphic Designer	\$115.32
Project Control and Admin	\$105.61

*\*Note: A 4% rate increase will be added for the 2025 calendar year*





## 2024 BILLING RATE SCHEDULE

Add 4% for 2025 Rates

Position	Range	Level					
		1	2	3	4	5	6
Principal/Senior Project Manager	\$205-235	\$205	\$210	\$215	\$220	\$225	\$230
Senior Project Manager	\$175-225	\$175	\$185	\$195	\$205	\$215	\$225
Project Manager	\$155-190	\$155	\$160	\$165	\$180	\$185	\$190
Water Rights Engineer	\$145-180	\$145	\$150	\$155	\$170	\$175	\$180
Water Resources Scientist	\$135-170	\$135	\$140	\$145	\$160	\$165	\$170
Project Engineer	\$135-170	\$135	\$140	\$145	\$160	\$165	\$170
Designer	\$105-155	\$105	\$110	\$120	\$130	\$140	\$155
Scientist	\$100-145	\$100	\$110	\$120	\$130	\$140	\$145
Engineer	\$100-145	\$100	\$110	\$120	\$130	\$140	\$145
Hydrologist	\$100-145	\$100	\$110	\$120	\$130	\$140	\$145
Engineering Technician	\$85-140	\$85	\$100	\$110	\$120	\$130	\$140
Administrative Support	\$80-105	\$80	\$85	\$90	\$95	\$100	\$105
Engineering Intern	\$65-85	\$65	\$70	\$75	\$80	\$83	\$85



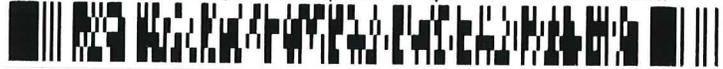


## Schedule of Time and Material Rates for 2024

Category	Hourly Rates
Professional Land Surveyor	\$150.00
Survey Manager	\$105.00
Survey Crew	\$165.00
Survey CAD Technician	\$80.00
Construction Survey Crew	\$175.00
Construction CAD Technician	\$90.00
Clerical	\$55.00

\*Add 4% for 2025 rates





<b>Wilson &amp; Company, Engineers and Architects, Inc</b>			
<u>2024 Rate Table</u>			
<u>CLASSIFICATION</u>	<u>RATE*</u>	<u>DESCRIPTION</u>	<u># of CO Staff</u>
Engineer/Technical Specialist XV	\$200.00	Project Manager I, Survey Manager	4
Engineer/Technical Specialist XIII	\$180.00	Professional Surveyor III	7
Engineer/Technical Specialist XII	\$170.00	Professional Surveyor II	4
Engineer/Technical Specialist XI	\$160.00	Professional Surveyor I	2
Engineer/Technical Specialist IX	\$140.00	Project Accounting	8
Engineer/Technical Specialist VIII	\$130.00	Drafting/Design Tech III	7
Engineer/Technical Specialist VII	\$120.00	Drafting/Design Tech II	8
Engineer/Technical Specialist VI	\$110.00	Party Chief III, Project Accounting	14
Engineer/Technical Specialist V	\$100.00	Party Chief II	13
Engineer/Technical Specialist IV	\$90.00	Party Chief I	7
Engineer/Technical Specialist III	\$80.00	Drafting/Design Tec I	3
Engineer/Technical Specialist II	\$70.00	Office Administration, Instrument Person	2
Engineer/Technical Specialist I	\$60.00	Instrument Person, Intern	2
*Rates based on a 3.0 Multiplier			81

\*Add 4% for 2025 rates

*\*This document is marked as confidential*





## 2023-2024 Standard Rate Sheet



\*Add 4% for 2025 rates

Underground Consulting Solutions  
5778 Kelly Avenue  
Littleton, Colorado 80125

### UNDERGROUND CONSULTING SOLUTIONS

#### UNDERGROUND UTILITY LOCATING

##### Utility Locating of Privately-Owned Utilities and/or Subsurface Utility Engineering Locates(SUE)

Colorado and surrounding areas : \$150.00 per hour, two hour minimum. Travel rate same.  
*Travel charge begins outside of greater Denver/Colorado Springs Metro areas*  
Per Diem charge for Overnight stays at geographical work areas \$180/per day

#### POTHOLING / HYDRO-EXCAVATION

Basic rate Metro area: \$230 per hole + cost of traffic control and permits, if needed  
\$120 per hole hard surface core & restoration + cost of traffic control and permits, if needed  
Dump Fee: \$200 per load small rig - \$300 per load large rig  
Traffic Control: \$2000 per day Standard - \$3000 per day uniformed officer – MHT/TCP \$200/sheet  
Hot Patch Restoration: \$120 per hole  
Set Range Boxes: \$300 + traffic control and permit costs if needed, plus cost of Range Box  
Half and full day rates available per project and ground conditions  
*Out of area rates available on a per project basis*

#### HIGH ACCURACY UTILITY MAPPING & GPR

##### Utility Locating and Mapping of Utilities

Basic rate Metro area: \$250 per hour: includes utility locating, utility owner verification, and gps mapping

GPR - \$250 per hour

Underground Consulting Solutions (UCS) does travel out of area and out of state for all of the above work.

Per diem rates, travel charge, permitting, and traffic control: charged on a per project basis.

We will combine/bundle and combination of the above services.

Please Call UCS for more information.





**PRICE SHEET FOR U.S. INVESTIGATIONS – 2024**

\*Add 4% for 2025 rates

**LABOR COSTS**

Staff Type	Hourly Charge-out Rate
Principal Investigator	\$108.00
Project Director	\$90.00
GIS Director	\$90.00
Technical Editor	\$77.00
GIS Specialist	\$80.00
Crew Chief / Monitor	\$77.00
Historian	\$80.00
Project Administrator	\$77.00
Assistant Monitor	\$65.00
Assistant Crew Chief	\$63.00
GIS Technician I	\$52.00
Field Technician II	\$52.00
Field Technician I	\$47.00
Laboratory/Report Tech II	\$52.00
Laboratory/Report Tech I	\$47.00





**APPENDIX 3: Quality Management Plan**

The Engineer shall provide quality management of performed services that encompasses checks for quality, safety, constructability, scheduling, maintenance, estimating, and cost control. Each duly executed Task Order will include a project-specific quality assurance and quality control (QA/QC) plan for services performed. This Quality Management Plan (QMP) describes the minimum requirements for Task Order QA/QC plans. Task Order QA/QC plans may include additional and/or modification of requirements, as agreed to by Owner and Engineer.

**ARTICLE 1—ROLES AND RESPONSIBILITIES**

Table A3-1 lists the Engineer’s QA/QC roles to be included in each Task Order QA/QC plan, unless otherwise specified in the Task Order agreement.

*Table A3-1: Engineer's QA/QC Roles and Responsibilities on Task Orders*

QA/QC Role	Qualification/Definition	Responsibilities
Quality Process Manager	A manager with a thorough understanding of the Quality Management System, capable of making quality related decisions and providing necessary resources to ensure successful completion of all quality tasks.	<ul style="list-style-type: none"> <li>• Provide appropriate resources, infrastructure and work environment necessary to achieve County requirements</li> <li>• Ensure necessary training and resources are available to all project staff</li> </ul>
Quality Manager	A mid or senior level Engineer that is knowledgeable of the entire design process and who will coordinate quality processes at the necessary design phases.	<ul style="list-style-type: none"> <li>• Ensure the processes needed for the Quality Management System are established, implemented, and maintained</li> <li>• Schedule and/or perform quality assessments and review any resulting corrective action</li> <li>• Monitor client satisfaction</li> </ul>
County Project Manager	An employee of the County who will oversee and manage public improvement projects, including investigation, design, and construction processes.	<ul style="list-style-type: none"> <li>• Establish regulatory and contractual obligations</li> <li>• Establish and manage project schedules and budgets, in coordination with the consultant PM</li> <li>• Direct contract changes</li> <li>• Issue non-conformances</li> <li>• Coordinate and communicate with Project Stakeholders, other County departments and officials</li> <li>• Provide and coordinate technical design review</li> <li>• Facilitate construction permitting and advertisement, in coordination with the consultant PM</li> </ul>
County Engineer	An employee of the County who will determine and direct Engineering principles and standards associated with public improvement projects.	<ul style="list-style-type: none"> <li>• Establish design tasks, in coordination with the consultant PM</li> <li>• Verify design criteria</li> <li>• Provide concurrence or direct changes to design elements</li> </ul>





QA/QC Role	Qualification/Definition	Responsibilities
		<ul style="list-style-type: none"> <li>• Coordinate and communicate with Project Stakeholders, other County departments and officials,</li> <li>• Provide technical design review</li> </ul>
Project Manager	The prime point of contact with the County PM & Engineer and has the responsibility for identifying and communicating project goals and day-to-day technical, financial, scheduling, and quality matters.	<ul style="list-style-type: none"> <li>• Select individual project leads and subconsultants</li> <li>• Identify project requirements and perform adequate project planning</li> <li>• Oversee the implementation of the QMP</li> <li>• Notify project staff of changes and non-conformances to the project, and report to the County as soon as possible</li> <li>• Oversee the preparation and transmittal of project deliverables to the County</li> <li>• Maintain regular contact with the County to provide up-to-date information regarding progress, projected workloads, cost and schedule status, and any potential problems areas</li> </ul>
Engineering Design Technical Staff	Technical staff are responsible for the day-to-day performance of specific project tasks and delivery of corresponding documents within the Plans, Specifications, and Estimates (PS&E).	<ul style="list-style-type: none"> <li>• Consistently implement applicable RockSol procedures as required</li> <li>• Participate in technical assessment to ensure quality is "built in"</li> <li>• Identify potential opportunities for improvement</li> <li>• Complete work in a manner consistent with work instructions, guidance, specifications and various project requirements</li> <li>• Development of hand or computer-generated design calculations</li> <li>• Facilitate the preparation of plans, specifications, and estimates (as assigned)</li> </ul>
Construction Services Technical Staff	Construction staff with experience managing, monitoring, and testing materials for the project	<ul style="list-style-type: none"> <li>• A Construction Manager is responsible for monitoring the daily progress of the project and oversees inspection activities, project pay estimates, project quantities, project schedule updates, and the day-to-day construction activities</li> <li>• An Inspector will provide oversight of the work activities to make sure they are completed in accordance with the plans and specifications, which will be documented in daily reports</li> <li>• A Materials Technician will determine testing frequency and locations, collect samples, process samples per appropriate standards, and compile results in reports made available to all</li> </ul>





QA/QC Role	Qualification/Definition	Responsibilities
Checker	Checkers of design services are responsible for providing checks of controlling elements: an independent check or a line-by-line check. This is an individual independent of the initial Designer.	<ul style="list-style-type: none"> <li>• Providing detailed checks of all hand- or computer-generated design calculations, plans, reports, specifications, and estimates</li> <li>• Document these activities by entering their initials and date on all design calculations and checklists</li> </ul>
Back-Checker	Back-checkers are the Engineers that originally completed the design and review the comments and changes indicated by the Checker.	<ul style="list-style-type: none"> <li>• Accepts or rejects, with written justification added to the narrative, the Checker's indicated changes</li> </ul>
CAD Detailer	Completes the revisions agreed to by the Checker and Back-Checker.	<ul style="list-style-type: none"> <li>• Completes revisions agreed to by Checker and Back-Checker using CAD software</li> <li>• Marks each revision in orange to denote incorporation into project documents</li> </ul>
Verifier	Individual responsible for checking the accuracy and completeness of the project deliverables within the guidelines shown for each review step.	<ul style="list-style-type: none"> <li>• Checks every comment and highlighting to ensure all steps are followed and changes are incorporated into project documents, marking with the color pink</li> </ul>

**ARTICLE 2—BASIC COMPONENTS OF TASK ORDER QA/QC PLAN**

Table A3-2 lists the basic components to be included in Task Order QA/QC plans and the minimum standard to meet the definition of each component.

*Table A3-2: QA/QC Minimum Requirements for Task Orders*

Task Order QA/QC Components	Minimum Requirements
Project Purpose and Goals	As provided by County, modified as necessary through Task Order development and change orders, if any, and as agreed to by County and Consultant
Project Needs and Expectations	
Project Budget	
Detailed Scope and Fee	<p>Prepare the scope of work (SOW) based on the services requested in the Request for Qualifications (RFQ), County email, or discuss project goals with the County to gain a better understanding of the project and help with the development of the SOW. Develop specific tasks associated with each service area provided.</p> <p>Prepare a fee proposal for each task order to match the determined SOW. The fee shall list staff name, role, hourly rate, and shall provide hours for each determined task listed under the discipline section. All hourly rates shall conform to the respective company's hourly rate sheets for the calendar year in which the work is determined to take place in. Hours estimated per staff shall include necessary time to understand, facilitate, and complete task requirements, performed in the most efficient manner possible.</p>





Task Order QA/QC Components	Minimum Requirements
Project Delivery Schedule	<p>The County and consultant will establish specific and necessary tasks under each discipline, relative to each task order. The consultant shall create a schedule representing the critical path tasks at a minimum. Tasks shall be assigned an appropriate duration that is both realistic and efficient to contribute to a reasonable overall project duration. Task durations should consider the number of staff involved, equipment availability, site work (if needed), data processing, and document development. Overall schedule durations should consider quality review, County review, and potential delays due to weather.</p> <p>Key decision points shall occur between the County and consultant during task development, upon initiating a task order, after completion of the investigation phase, during preliminary and final design, and during project advertisement. Additional key decision points may occur prior to, during, and post construction when construction support services are implemented.</p> <p>Design project milestones shall consist of:</p> <ul style="list-style-type: none"> <li>• Project Kickoff Meeting</li> <li>• Completion of the Investigation Phase</li> <li>• Completion of Preliminary Design</li> <li>• Completion of Final Design</li> <li>• Construction Advertisement</li> </ul> <p>Technical design review periods shall occur at the end of the preliminary and final design phases. The County will have 2 weeks, at a minimum, to review plans, specifications, and estimates (if developed). Documents will be transmitted electronically in PDF or Microsoft Word/Excel format, provided in a single location such as a one drive folder or via email (if file size permits).</p> <p>Final design documents shall be submitted as separate plan, specification, and estimate files in PDF format, in a single location such as a one drive folder or via email (if file size permits). Record set documents will be signed and sealed by the Engineer(s) of Record and provided in a separate, single location, that can be downloaded and retained on file by the County and consultant.</p>
Quality Management Roles	<p>Includes the roles as defined in <b>Table A3-1</b> , unless otherwise specified in Task Order; any Engineer QA/QC roles included in the Task Order QA/QC plan but not listed in <b>Table A3-1</b> will include the role's qualifications and responsibilities</p>
Major Service Areas	<p>Transportation engineering services include the design of roadway geometrics, traffic operations, pavement, grading, drainage, and other design requirements of the project. Requirements include preparation of plans and specifications and engineering construction cost estimates; coordination with the County, stakeholders, subconsultants, and the public; and providing value engineering to improve the value, performance, and quality of a project.</p> <p>Structural engineering services include the conceptual, preliminary, and final design of transportation related structures utilizing a range of heavy civil</p>





Task Order QA/QC Components	Minimum Requirements
	<p>materials. Predicated on safety, structural services will apply fundamental engineering mechanics in conjunction with linear/nonlinear analysis to produce designs that meet both strength and serviceability performance criteria. The structural design is then reflected in prepared plans, specifications, and cost estimates.</p> <p>Geotechnical engineering services include subsurface investigations for the foundations of various types of structures, such as buildings, bridges and retaining walls, using methods ranging from drilling and sampling to geophysical testing. Requirements include the evaluation of geological conditions and hazards for roadways, structures, or infrastructure, evaluation of earth materials and strengthened earth systems, assessments of the stability of rock and soil slopes, soil improvement design, and pavement design and maintenance considerations.</p> <p>Survey services include researching and establishing project control, topographic survey, aerial survey, researching and developing parcel ownership maps, setting monumentation, and developing legal descriptions and exhibits, all where deemed necessary for each project. Requirements include ensuring proper coordinate systems are setup and converted during design phases, and documenting all ROW research and findings.</p> <p>The environmental team provides assessments and documentation of environmental concerns throughout the design phase of civil projects, including obtaining permits and performing NEPA studies.</p> <p>The utilities team provides subsurface utility investigations to locate and verify depth through means of exposing the facilities, where necessary. Services shall meet the needs of the specific project and meet CRS 9-1.5 requirements.</p>
Communication Protocol	<p>Primary communication methods include Microsoft Teams, email, phone calls, and in-person meetings at project site locations. Design decisions, contract changes, and coordination of critical path work items shall be documented in writing via email or in meeting minutes. Meeting minutes shall be provided at each technical review phase of a task order, as described in the "Types of Reviews to be Performed" component box.</p> <p>The Consultant and County shall meet quarterly to review main contract requirements and individual task order schedule, budget, and overall progress.</p> <p>Bi-weekly meetings shall occur between necessary County staff and the Consultant to discuss specific project progress and design elements. Meetings of different frequency may occur, as agreed upon by the County.</p>
Quality Standards	<p>RockSol CAD standards                      ASCE 38-22 Utility Standards</p>





Task Order QA/QC Components	Minimum Requirements
Types of Reviews to be Performed	<p>Technical design reviews shall occur at the end of the preliminary and final design phases, which consists of four review steps: Checker, Back-Checker, CAD Detailer, and Verifier. Definitions and responsibilities are defined in <b>Table A3-1</b>.</p> <p>Independent review checks will occur for design reports and structure calculations, performed by a senior engineer of the represented discipline.</p> <p>Constructability and bidability reviews will be performed by the Reviewer, which may be the Engineer or the Engineer's designee. This review will verify the project is bidable and buildable by checking for errors, omissions, ambiguities, and potential conflicts within the project deliverables.</p>
Detailed QA/QC Process for Design	<p>During project development phase, information is gathered, located, and evaluated for applicability and relevance. Current standards and specifications are located and reviewed then accepted by the Engineer and County. The identification of potential solutions can be completed by an individual or group. The goal of identifying potential solutions is to identify the most feasible and lowest cost outcomes that will most effectively solve the specified challenge, considering public safety and welfare.</p> <p>Coordination and evaluation requires the research and potential solutions to be assessed and reviewed by others to ensure compliance with the established constraints and standards. As the evaluation continues, the iterative process resumes, ensuring the County that the most cost-effective, efficient, and applicable solution is presented and used. A designer assessing a key decision point in their work should know the identity of the Technical Reviewer, and should discuss the pertinent issues with that Technical Reviewer as part of the early decision-making process.</p> <p>The identification of the Engineer of Record (also known as Engineer In Responsible Charge) and other licensed engineers and non-licensed staff who will work under the engineering direction of the Engineer of Record commences.</p> <p>Implementation of engineering design includes preliminary, detailed (interim), and final design. The preliminary design phase requires an overall and specific understanding of the challenge. The preliminary design is used to ensure the project is completely understood by those completing the design or to develop the configuration of the structure/project and that the County's needs are achieved. Detailed design is the phase in which actual design drawing and modeling happens. Limitations and critical issues are identified and solutions to each are developed. External and internal stakeholder's needs are also incorporated into the plans during this phase. The final design phase includes continued coordination with the design team and the County, design and the analyses of the solution, development of drawings, models, calculations and results. The final design phase also includes a formal review process of the plans and reports, including reviews and finalizing the plans and/or reports based on the review process for submittal to the County.</p>





Task Order QA/QC Components	Minimum Requirements
	<p>Technical reviews of activities and documents, as required, can be performed by staff not directly involved with the project and/or by senior members of the project staff during any phase of the project. Any activity can undergo technical review at the discretion of the PM or the Quality Manager. It is recommended that at a minimum, a technical review be scheduled at pre-defined points (e.g. 30% and 70% of budget) to identify any problems before they become significant. Technical Reviewers are responsible for checking the logic of the data and calculations that is relied upon for the technical reports (evaluation and conclusions). Reviewer comments may provide alternatives that had not been previously discussed. Such comments should not be discouraged as these may form the basis for "lessons learned" and improvements for the next submittal. The Engineer is responsible for monitoring the reviews and verifying that reviewer comments have been reviewed and addressed.</p>
<p>Design Regulatory Codes and Industry Standards</p>	<p>Clear Creek County Roadway Design and Construction Manual                      Applicable CDOT and AASHTO Design Manuals and Standards                      CRS 9-1.5 utility requirements</p>





#### APPENDIX 4: RESOURCE DOCUMENTS

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Per Paragraph 8.03 of the Main Agreement, the "Task Order Form" and "Exhibits to Task Order" documents are provided herein as a resource for the parties' use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.





# Board Agenda Background

**Date:** 2/17/2026  
**To:** Board of County Commissioners  
**Through:** Colton Rohloff, County Manager  
**From:** Carol Ann Fortune, Human Resources Director  
**Subject:** Consideration of Approval of Resolution # 26-21; a Resolution Adopting Updated Compensation Plan Guidelines For All Clear Creek County Employees, Including Those of Elected Officials, Establishing an Exceptional Performance (Star Performer) Compensation Policy, and Rescinding Resolution R-25-08

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## RECOMMENDATION

Staff recommends approval of a Resolution R-26-21, a Resolution Adopting Updated Compensation Plan Guidelines For All Clear Creek County Employees, Including Those of Elected Officials, Establishing an Exceptional Performance (Star Performer) Compensation Policy, and Rescinding Resolution R-25-08.

## BACKGROUND

Clear Creek County's Compensation Plan Guidelines provide the framework for employee compensation, including base pay, cost-of-living adjustments, and other compensation actions. While the guidelines historically referenced the potential use of traditional merit increases, such increases have not been consistently funded or implemented due to budgetary constraints and operational realities.

Over time, this disconnect between written policy and actual practice has created uncertainty for managers and employees regarding how exceptional performance is recognized and how retention-related compensation decisions are made.

In response, Human Resources drafted a proposed amendment to the Compensation Plan Guidelines that formally establishes an Exceptional Performance (Star Performer) Compensation Policy. This policy is intended to serve as a structured, discretionary alternative to traditional merit pay and to align the County's written policy with its actual compensation practices.

The proposed policy outlines eligibility criteria, indicators of exceptional performance, allowable forms of compensation, approval processes, and limitations. It emphasizes fiscal responsibility, internal equity, and selective application rather than routine or automatic pay increases.

## ANALYSIS

The proposed policy amendment provides the Board with a clear framework for recognizing exceptional employee contributions when funding allows.

Key elements include:

- Clarification that the County does not implement routine annual merit increases.
- Establishment of a targeted mechanism to address extraordinary performance and retention risk.
- Defined eligibility standards and indicators to support consistency and equity.
- Discretionary use subject to budget availability and required approvals.
- Integration into the existing Compensation Plan Guidelines to maintain a single, comprehensive compensation policy.



# Board Agenda Background

Adoption of this amendment does not obligate the County to provide additional compensation in any given year and does not create an entitlement to increased pay. All compensation actions remain subject to appropriations and Board authority.

## **CONCLUSION**

The Exceptional Performance (Star Performer) Compensation Policy amendment aligns the County's compensation policy with current operational and fiscal realities while providing a clear, transparent mechanism for recognizing sustained, high-value employee contributions. Adoption of the proposed resolution will formally incorporate this framework into the Compensation Plan Guidelines and support consistent, clear, retention-focused decision-making.

## **FISCAL IMPACT**

There is no direct fiscal impact associated with the adoption of this policy amendment. Any compensation adjustments made under this policy are discretionary, subject to budget availability, and must be funded within existing appropriations approved by the Board of County Commissioners.

## **ATTACHMENTS:**

1. Resolution R-26-21 with Exhibit A
2. Resolution R-25-08 with Exhibit A

**R-26-21**

**A RESOLUTION ADOPTING UPDATED COMPENSATION PLAN GUIDELINES FOR ALL CLEAR CREEK COUNTY EMPLOYEES, INCLUDING THOSE OF ELECTED OFFICIALS, ESTABLISHING AN EXCEPTIONAL PERFORMANCE (STAR PERFORMER) COMPENSATION POLICY, AND RESCINDING RESOLUTION R-25-08**

**WHEREAS**, the Clear Creek County Board of County Commissioners (“Board”) has authority to establish and approve compensation policies applicable to County employees, including employees of elected officials; and

**WHEREAS**, the Board, on January 7, 2025, adopted Resolution R-25-08, a Resolution Adopting the 2024 Compensation Plan Guidelines for All County Employees, including those of Elected County Officials, and rescinding Resolution R-20-120; and

**WHEREAS**, the Board recognizes the importance of maintaining a clear, transparent, and internally consistent compensation framework that reflects operational realities, fiscal constraints, and workforce retention needs; and

**WHEREAS**, the Compensation Plan Guidelines previously referenced the potential use of traditional merit increases, which have not been consistently funded or implemented due to budgetary and operational considerations; and

**WHEREAS**, the Board desires to align the County’s written compensation policies with actual compensation practices by establishing a structured, discretionary alternative to traditional merit pay; and

**WHEREAS**, the Human Resources Director, in coordination with County leadership, has developed updated Compensation Plan Guidelines that include an Exceptional Performance (Star Performer) Compensation Policy to recognize sustained, extraordinary employee contributions and address retention risks when funding allows; and

**WHEREAS**, the updated Compensation Plan Guidelines maintain the County’s existing compensation philosophy, range structure, cost-of-living adjustment framework, and approval authorities, while clarifying how exceptional performance may be recognized in a fiscally responsible and equitable manner; and

**WHEREAS**, adoption of the updated Compensation Plan Guidelines does not create an entitlement to additional compensation and does not obligate the County to provide compensation adjustments in any given year; and

**WHEREAS**, the Board desires to adopt new guidelines for the 2024 Compensation Plan and to rescind the guidelines adopted by R-25-08 for the ongoing implementation of the job classification and compensation program.

**NOW, THEREFORE, BE IT RESOLVED**, by the Clear Creek County Board of County Commissioners, that the updated Clear Creek County Compensation Plan Guidelines for All County Employees, Including Those of Elected Officials, attached hereto as Exhibit A, are hereby adopted.

**BE IT FURTHER RESOLVED**, that the updated Compensation Plan Guidelines establish an Exceptional Performance (Star Performer) Compensation Policy as a discretionary, retention-focused alternative to traditional merit pay, subject to available funding and required approvals.

**BE IT EVEN FURTHER RESOLVED**, that these updated Compensation Plan Guidelines shall be effective as of February 17, 2026, and shall remain in full force and effect unless amended or rescinded by subsequent action of the Board of County Commissioners.

**BE IT EVEN FURTHER RESOLVED**, that Resolution R-25-08 is hereby rescinded effective as of the date of adoption of this Resolution.

**ADOPTED** this 17<sup>th</sup> day of February, 2026, at a regularly scheduled meeting of the Clear Creek County Board of County Commissioners.

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Rebecca Lloyd, Chair

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George Marlin, Commissioner

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Jodie Hartman-Ball, Commissioner

ATTEST:

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Deputy Clerk and Recorder  
For Brenda L. Corbett  
Clear Creek County Clerk and Recorder

The 2024 Compensation Plan Guidelines for all County Employees, including those of Elected County Officials, attached hereto as Exhibit A, are hereby accepted and approved:

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Ron Thornton, County Sheriff

---

Brenda Corbett, County Clerk and Recorder

---

Chris Hegmann, County Coroner

---

Carol Lee, County Treasurer & Public Trustee

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Donna Gee, County Assessor

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Gary Fasel, County Surveyor

## **Exhibit A**

### **Clear Creek County Compensation Plan Guidelines – Restated February 17, 2026**

#### **Purpose:**

To establish guidelines for the ongoing maintenance of the job classification and compensation program.

#### **Compensation Plan Guidelines:**

Clear Creek County's (County) compensation philosophy is to maintain a competitive compensation program in order to attract, retain, and motivate qualified employees. The County provides employees with a total compensation package including base wage and a comprehensive range of benefits. We strive to pay competitively, within the constraints of the County's economic ability, considering governmental and private compensation in the Denver and Boulder metropolitan areas.

We value our employees. Our goal is to attract and retain respectful, competent, and results-oriented staff. The County aims for excellence in customer service and creativity in problem-solving. Therefore, we seek to provide opportunities for growth, skill development, and increased knowledge for our employees.

#### **Funding and Operational Adjustments:**

##### **Funding Constraints**

Eligible employees will be funded within the Compensation Plan based on the availability of funding and operational needs. Departments will prioritize essential positions, and funding allocations will be reviewed periodically to ensure alignment with organizational objectives.

##### **Reduced Workweek Adjustment**

Some employees who currently work a four-day, forty-hour workweek (four 10-hour days) may transition to a four-day, thirty-two-hour workweek with no reduction in pay. This adjustment may be implemented in lieu of fully funding compensation plan results in certain fiscal years and is intended to balance financial constraints with employee retention and operational needs.

##### **Cost of Living Adjustment (COLA)**

Cost of living adjustments may be provided to support workforce equity, retention, and operational efficiency, subject to Board approval and available funding.

#### **Methodology:**

The salary ranges help us set a pay scale for each job in the County. Our salary range structure is targeted at 100% of the survey market value as of 2024. The midpoint of each salary grade is the

pay average for positions assigned to that range. The minimum and maximum represent the low and high pay limits of compensation for those positions.

County employees are paid for their individual skills and performance. Our ranges are consistent with the market value that other employers pay. The ranges will be reviewed periodically and adjusted to reflect labor market changes.

We do not assign specific placement of employee compensation within the range except for no less than the minimum. Therefore, employees can be paid at any point within the salary range.

In addition to the salary range structure, the Sheriff's Office has a Step Plan that covers two positions with a range of steps spanning a period of years. Each step represents another year of service to the County, and the seventh step represents the market average for that position. We do not assign a specific placement for employee compensation within the step plan, except that it must be no less than step one.

**Applicability:**

This applies to all County employees and to the employees of all Elected Officials.

**Procedures**

Responsibility for Administration: The Human Resources Director, supported by the Human Resources Specialist, County Manager, and Finance Director, is responsible for administering and monitoring the compensation plan. The County now utilizes Payfactors from Payscale for market benchmarking and compensation analysis, replacing the former reliance on seven government jurisdictions and the Employers Council. This software provides comprehensive data that will be used to evaluate positions and determine pay grades/ranges. The Board of County Commissioners (BoCC) retains final approval authority. It is important that any recommendations concerning position evaluation be prepared by individuals with direct knowledge about:

- The specific content and requirements of the position(s) being evaluated; and,
- The general content of other classifications within the County to ensure meaningful comparison.

**Exempt and Non-exempt positions**

The Fair Labor Standards Act determines whether an employee is exempt or non-exempt. The Human Resources Director will apply the Fair Labor Standards Act tests to classify positions as exempt or non-exempt.

**The Performance Review Process**

Performance reviews will be conducted annually on the employee's work anniversary date. These reviews are essential for determining merit-based pay increases. The review process ensures fair and transparent assessments of employee contributions and aligns with the county's compensation philosophy of rewarding performance.

Performance reviews do not automatically result in compensation adjustments.

### **Range Penetration and Compensation Strategy**

Range penetration refers to the position of an employee's salary within their assigned pay range. Clear Creek County is committed to ensuring that employees are compensated fairly based on their experience, skills, and contributions to the organization.

- **New Hires:** The County will offer compensation that reflects the individual's experience and market value. Employees with significant experience will be offered starting salaries higher within the range, avoiding the automatic placement at the minimum of the range.
- **Current Employees:** Employees' salaries will be periodically reviewed to ensure that they are appropriately positioned within their pay range, considering their performance, tenure, and market conditions.
- **Range Adjustment:** The County will regularly review and adjust pay ranges to reflect market changes, ensuring that all employees are paid competitively and their salary remains appropriate relative to their peers within the same range.

### **Exceptional Performance (Star Performer) Compensation**

Clear Creek County does not implement routine, annual merit pay increases tied to performance ratings. While traditional merit systems typically apply broadly and recur annually, Exceptional Performance (Star Performer) adjustments are intended to be rare, discretionary, and situational.

Although both traditional merit increases and Exceptional Performance adjustments may result in a base pay increase, Exceptional Performance adjustments are not part of an annual cycle, are not expected outcomes of satisfactory or strong performance, and are used only when an employee's sustained contribution significantly exceeds the normal expectations of the position and presents a retention or operational impact.

#### **Purpose**

The purpose of this section is to provide a structured, equitable alternative to traditional merit pay by allowing the County to recognize and retain employees who demonstrate sustained, exceptional performance that materially benefits County operations, service delivery, or organizational effectiveness.

This approach is designed to balance employee recognition, fiscal responsibility, internal equity, and the County's operational realities.

#### **Scope**

This section applies to all regular full-time and regular part-time County employees, including employees of Elected Officials, unless otherwise restricted by law, funding source, or operational necessity.

## **Policy Statement**

Exceptional Performance Compensation Adjustments are discretionary compensation actions intended to recognize sustained performance that significantly exceeds the standard expectations of a position. These adjustments are not automatic, not awarded annually, and not guaranteed.

Nothing in this section creates contractual rights, entitlements, or expectations of additional compensation.

## **Eligibility Requirements**

To be considered for an Exceptional Performance (Star Performer) Compensation Adjustment, an employee must meet all of the following baseline requirements:

1. The employee has no documented performance deficiencies or corrective actions within the preceding two (2) years.
2. The employee has a current performance evaluation on file demonstrating performance that meets or exceeds expectations.
3. The employee is actively employed at the time the recommendation is submitted.

## **Indicators of Exceptional Performance**

In addition to meeting the baseline eligibility requirements, an employee must demonstrate at least four (4) of the following indicators. These indicators are evaluated collectively and holistically:

- Consistently produces work that exceeds established performance standards for the position.
- Assumes additional or complex responsibilities beyond those normally required by the job description.
- Provides skills, expertise, or institutional knowledge that are difficult to replace and essential to departmental or County operations.
- Makes significant contributions to projects, initiatives, or goals that enhance the County's effectiveness, efficiency, or service outcomes.
- Demonstrates sustained reliability and accountability during periods of operational strain, staffing shortages, emergencies, or high workload demand.
- Is identified as a significant retention risk due to external employment opportunities, where loss of the employee would materially impact operations.
- Has a demonstrated history of long-term service marked by consistent professionalism, institutional knowledge, and high-value contribution.

## **Forms of Exceptional Performance Compensation**

Subject to available funding and required approvals, Exceptional Performance recognition may be provided in one of the following forms:

## **A. Base Pay Adjustment**

A permanent increase to the employee's base rate of pay, generally ranging from three percent (3%) to ten percent (10%), provided the resulting rate remains within the employee's assigned salary range or approved compensation structure. Base pay adjustments are intended for limited circumstances in which a permanent adjustment is justified by the nature of the role, labor market conditions, or significant retention risk, and in which a one-time bonus would not adequately address the operational impact of losing the employee.

## **B. One-Time Performance Bonus**

A one-time bonus payment ranging from \$500 to \$3,000, which does not adjust the employee's base rate of pay.

An employee may not receive both a base pay adjustment and a one-time bonus for the same Exceptional Performance determination.

## **Limitations And Conditions**

- Exceptional Performance adjustments are not automatic, not recurring, and not guaranteed.
- An employee may not receive an Exceptional Performance (Star Performer) Compensation Adjustment in consecutive years, unless approved by Human Resources. Repeated awards for the same individual should be rare and supported by clearly documented, sustained exceptional contributions that are distinct from prior awards, and reviewed by Human Resources for equity and consistency.
- Exceptional Performance adjustments are not intended to replace cost-of-living adjustments or address routine market or equity concerns.
- No adjustment shall be approved if it results in inequitable pay outcomes without documented justification and Human Resources review.
- Exceptional Performance adjustments do not replace the annual performance review process and may not be used as a substitute for routine performance management.
- Availability of funding for Exceptional Performance adjustments is determined through the annual budget process and Board-approved appropriations. Approval of this policy does not guarantee funding in any given year.
- Awards are subject to budget availability and may be limited or suspended during periods of fiscal constraint.

## **Review And Approval Process**

1. A supervisor or Elected Official may submit a written recommendation describing:
  - How baseline eligibility requirements are met; and
  - How at least four (4) Exceptional Performance indicators are satisfied.
2. Human Resources will review all recommendations for consistency, equity, and policy compliance.

3. Recommendations must be reviewed by the County Manager or elected official prior to final determination.
4. Final approval is subject to applicable budget authority and available appropriations.

### **Administration**

The Human Resources Director is responsible for administering this section, maintaining documentation, monitoring equity impacts, and ensuring consistent application across departments. The Board of County Commissioners retains final authority over compensation policy and funding decisions.

### **No Entitlement Created**

This section does not create a right to compensation, a promise of future adjustment, or a change to the at-will employment relationship. The County reserves the right to amend, suspend, or rescind this section at any time through Board action.

### **Source**

This section replaces the prior internal Star Performer Criteria document and establishes a formal compensation framework.

### **Sheriff's Office Step Increase Process**

The Sheriff's Office employees in the Step Plan will receive a performance review and a step increase on their anniversary date each year, provided they have not reached the top step of the Step Plan. Upon notification from the division Captain verifying the performance evaluation was satisfactory, a step increase will be initiated for that employee on their anniversary date. Without an annual review, no step increase will be given. Employees whose evaluations do not meet expectations are not eligible for a step increase (although they may be re-evaluated at an appropriate later time and may be considered eligible if they then meet or partially meet expectations).

If an employee in the Step Plan has achieved the top step, that employee may be eligible for cost of living adjustment/market adjustment increases at the same time and in like manner as given to employees covered by the Salary Grade/Range Structure (applicable to all employees other than the employees in the positions within the Step Plan).

No step increases will be granted except in accordance with budgeted appropriations.

### **Compression Issues**

After an adjustment of the Salary Grade/Range Structure has occurred, some long-term employees may experience compression. This means that their wage will be the same or less than that of a recently hired individual. HR and the Supervisor will address each compression case on an as-needed basis, reviewing the individual's years of service and performance records. No compression issue increase will be granted except in accordance with budgeted appropriations.

## **COLA - Cost of Living Adjustment**

Cost of living adjustment or COLA may be given to employees within the salary grade/range structure. COLA will adjust their pay but does not affect the salary grade/range piece. For the step plan, the COLA will adjust the entire step plan by the amount given on the whole (e.g., 3% will adjust every step from 1 through 7 by 3%).

## **Hiring**

Vacant positions will be posted at the minimum with a range up to the midpoint. Positions within the step plan will be posted as steps one through three. Advertising for more than midpoint or step three must have the County Manager's or Elected Official's approval.

## **New Hire Starting Rates of Pay**

New hire starting rates will be determined based on the new hire's relevant experience, skills, and market conditions rather than defaulting to the minimum of the assigned salary grade. Hiring managers have the authority to offer starting compensation up to 10% above the minimum of the salary range. Offers exceeding this amount require approval from the County Manager or the relevant Elected Official. This approach ensures that experienced candidates are compensated appropriately for their expertise, aligning with the County's strategy for range penetration. For example, a candidate with significant experience in the role would not be started at the bottom of the range but rather at a point within the range that reflects their expertise and market value.

## **Offers of Employment**

Offers of employment must be in writing and presented to the Human Resources Director for review before they can be made to a candidate.

## **Promotion**

A promotion occurs when an individual is transferred or reassigned to a job in a higher pay grade/step than his or her existing pay grade/step. An employee will be given the minimum wage/salary for the new position or the next step, which provides an increase in wage for the employee up to 10% (to be determined by the hiring department) of his or her previous salary, whichever is greater. Promotions take into consideration:

- The individual's qualifications to perform the new job and his or her relevant experience;
- The rate of pay, qualifications, and experience levels of any other employees assigned to the same job classification;
- The percentage differential between the existing and new pay scales;
- Employees receiving a promotion are usually compensated at the minimum of the new salary grade or the new position's step one, effective upon the employee's assumptions of his/her job duties; and,

- Any increase of more than 10% or more than step one must have the approval of the County Manager or Elected Official.

### **Demotion**

A demotion occurs when an individual is transferred or reassigned to a job in a lower pay grade or a position with lower pay steps. A demotion can be initiated for a variety of reasons (e.g. employee preference, reorganization). Reduction in pay may occur when an employee is demoted.

Employees who are transferred to a lower position due to a reorganization and are above the maximum for the new position may be grandfathered at their old pay rate for up to 4 months from the date of transfer. Thereafter, their pay should be reduced to a rate within the new pay grade/range or new step/range, based on a review by the HR Director.

### **Part-time/Full-time Status Changes**

When an employee moves from part-time to full-time or full-time to part-time status within the same job classification, the job/status description and associated minimum pay rate will take effect immediately. Adjustments to the starting pay rate may be made at the supervisor's discretion with prior approval from Human Resources.

Adding New Jobs to the Compensation Structure: New jobs develop over time based on various factors such as technology, organizational goals, demand for new services, etc. Our process for assigning the additional job based on new programs/services to a salary grade/range or a step/range is as follows:

- Preparation of a Vacancy Evaluation or Redesign of Position to document a clear business case to justify the request, including how the budget impact (if any) will be managed;
- Preparation of a Job Analysis Questionnaire or updated job description by the requesting Department Head/Elected Official;
- Send the job data to Human Resources for review and feedback;
- Follow-up questions may be needed for clarification about the duties, qualifications, and why the need for the addition of this position exists;
- A meeting to review the vacancy or redesign of the position must occur with the County Manager (or appropriate Elected Official), County Finance Director, and Human Resources Director; and,
- Upon approval to move forward with the position, Human Resources will initially complete an evaluation of the degree of change and collection of survey market data.

### **Reclassification Procedures**

Changes regularly occur in job content and the evolution of a function. These may result because of technology, organizational goals, demand for new services, etc. We anticipate employees' positions will be given more responsibilities or added duties as part of working for the County. Only substantial job content changes are considered for a reclassification. The process for determining the degree of change within a position job based on revisions of programs/services is as follows:

- Preparation of a Vacancy Evaluation or Redesign of Position to document a clear business case to justify the request, including how the budget impact (if any) will be managed;
- Preparation of a Job Analysis Questionnaire or updated job description by the requesting Department Head/Elected Official;
- Send the job data to Human Resources for review and feedback;
- Follow-up questions may be needed for clarification about the duties, qualifications, and why the need for the job change exists;
- A meeting to review the vacancy or redesign of the position must occur with the County Manager (or appropriate Elected Official), County Finance Director, and Human Resources Director;
- Upon approval to move forward with the position, an evaluation of the degree of change and collection of survey market will be completed by Human Resources;
- Reclassification to a higher grade will result in the incumbent(s) being compensated at the same rate or no less than the minimum of the new range; and,
- Reclassification to a lower grade may result in a pay reduction.

#### **Actions that Human Resources must review**

Human Resources must review the following compensation actions:

- Exempt/non-exempt classification;
- Promotional increases, to confirm that it conforms to these guidelines;
- Employment offers (written or verbal);
- Title changes, reclassifications, and new jobs/positions to comply with these guidelines; and,
- Discipline involving demotions to confirm that it conforms to these guidelines.

#### **Actions that must be approved by the County Manager or Elected Official**

The County Manager or Elected Official must approve the following compensation action:

- New employees proposed to be hired above the salary range minimum plus 10% or higher than step three; and,
- Special forms of compensation (i.e. on call).

**Definitions:**

- Demotion: A transfer to a position in a lower salary grade.
- Elected Official: Refers to the person elected to the position of Assessor, Clerk & Recorder, Sheriff, Coroner, and Treasurer.
- Exempt Employee: Exempt from the Fair Labor Standard ACT (FLSA) requirements to pay overtime.
- Hourly Employee: Subject to the overtime requirements of the FLSA and paid on an hourly basis. Hourly employees must be paid overtime for all hours worked in excess of 40 hours, except certain personnel in the Sheriff's office. Their rules currently are anything over 80/hours in a two-week period.
- Position Evaluation: The process of ranking a position in relation to other positions according to its internal importance to the organization.
- Lateral Transfer: A transfer to a different position within the same or similar salary grade or range
- Maximum: The salary range maximum. Generally, all employees holding positions within a grade should be paid at or below the maximum range maximum.
- Midpoint: The middle of a salary range. The midpoint represents market pay for the average, fully competent employee in a position assigned to that range. Employees are paid above or below the midpoint based on their own performance, work history, experience, and other factors.
- Minimum: The minimum of a salary grade. Generally, all employees who hold positions within a grade should be paid at or above the minimum.
- New Job: This job has unique duties that are unlike any current position description within the county.
- Non-exempt: Subject to the overtime requirements of the FLSA. Non-exempt employees are paid overtime for all hours worked in excess of 40 hours per week. (Again, with the exception of certain Sheriff's Office employees - See Hourly Employee).
- Promotion: Transfer to a position with a higher salary grade or a position with higher paid steps.
- Promotional increase: Pay increase due to a promotion to a position in a higher salary grade/range or step/range.
- Reclassification: Assignments of a position to a new salary grade or re-evaluating a group of positions. Typically, it does not include a pay adjustment.
- Review Date: Is the hire date or promotion date
- Salary Range: The salary range shows the permissible pay range for the positions assigned to that grade. At Clear Creek County, salary ranges are based on market survey data.

- Salary Structure: A group of salary grades with ranges.
- Step Plan: Is a pay structure that allows moving through the range by a consistent increase due to entitlement concept up to the maximum of the step plan. After reaching the maximum, increases are based on market adjustments.



R-25-08

**RESOLUTION ADOPTING THE 2024 COMPENSATION PLAN GUIDELINES  
FOR ALL COUNTY EMPLOYEES, INCLUDING THOSE OF ELECTED COUNTY  
OFFICIALS, AND RESCINDING RESOLUTION R-20-120**

**WHEREAS**, on December 22, 2020, the Clear Creek County Board of County Commissioners (“Board”) adopted Resolution 20-120, a Resolution to Adopt the 2021 Compensation Plan Guidelines for All County Employees, Including Those of County Elected Officials; and

**WHEREAS**, the Board, on January 7, 2025, adopted Resolution R-25-09, a Resolution Adopting the 2024 Compensation Plan for All County Employees, Including Those of Elected County Officials, and Rescinding Resolution R-22-55; and

**WHEREAS**, the Board recognizes the importance of maintaining a competitive compensation program to attract, retain, and motivate qualified employees while aligning with the County's financial constraints and operational needs; and

**WHEREAS**, the Board is committed to ensuring that all eligible employees are funded within the Compensation Plan to the extent that funding and operational requirements allow; and

**WHEREAS**, the Board acknowledges that due to financial and operational constraints, some employees who currently work a 4-day, 40-hour workweek (four 10-hour days) will transition to a 4-day, 32-hour workweek with no reduction in pay, as a temporary adjustment in lieu of fully funding the 2024 Compensation Plan results; and

**WHEREAS**, the Board affirms that all employees will also receive a 3% cost-of-living adjustment (COLA) to support workforce equity, retention, and operational efficiency; and

**WHEREAS**, the Clear Creek County Compensation Plan Guidelines outline comprehensive policies for maintaining fair and transparent salary structures, ensuring pay equity, and conducting performance-based and market-driven compensation adjustments; and

**WHEREAS**, the Board supports the ongoing review and adjustment of pay structures through the use of robust benchmarking tools, such as Payfactors from Payscale, to align with evolving market conditions and organizational needs; and

**WHEREAS**, the Clear Creek Board of County Commissioners desires to adopt new guidelines for the 2024 Compensation Plan and rescind the guidelines adopted by R-20-120 for the ongoing implementation of the job classification and compensation program.

**NOW, THEREFORE, BE IT RESOLVED**, by the Clear Creek County Board of County Commissioners, that the Clear Creek County 2024 Compensation Plan Guidelines, attached hereto



as Exhibit A, are hereby adopted as the guidelines for the ongoing implementation of the job classification and compensation program manifested in the 2024 Compensation Plan, effective January 6, 2025.

**BE IT FURTHER RESOLVED**, that these guidelines shall remain in full force and effect until amended or rescinded by the Clear Creek Board of County Commissioners.

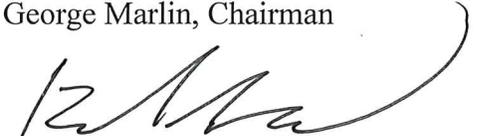
**BE IT EVEN FURTHER RESOLVED**, that resolution R-20-120 is hereby rescinded effective as of the date of adoption of this Resolution R-25-09.

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ADOPTED this 7th day of January, 2025, at a regularly scheduled meeting of the Clear Creek County Board of County Commissioners.

  
George Marlin, Chairman

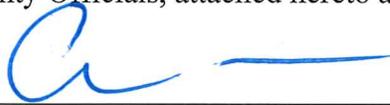
  
Randall Wheelock, Commissioner

  
Mitch Houston, Commissioner

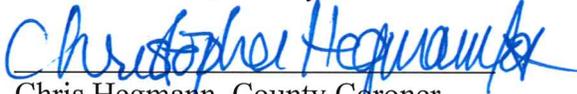
ATTEST:

  
Deputy Clerk and Recorder  
For Brenda L. Corbett  
Clear Creek County Clerk and Recorder

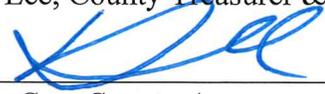
The 2024 Compensation Plan Guidelines for All County Employees, Including Those of Elected County Officials, attached hereto as Exhibit A, are hereby accepted and approved:

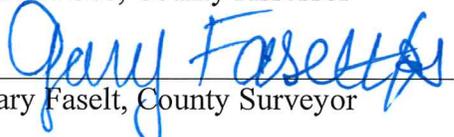
  
Matthew Harris, County Sheriff

  
Brenda Corbett, County Clerk and Recorder

  
Chris Hegmann, County Coroner

  
Carol Lee, County Treasurer & Public Trustee

  
Donna Gee, County Assessor

  
Gary Faselt, County Surveyor



## Exhibit A

# Clear Creek County 2024 Compensation Plan Guidelines

### **Purpose:**

Clear Creek County Compensation Plan Guidelines

To establish guidelines for the ongoing maintenance of the job classification and compensation program.

### **Compensation Plan Guidelines:**

Clear Creek County's (County) compensation philosophy is to maintain a competitive compensation program in order to attract, retain, and motivate qualified employees. The County provides employees with a total compensation package including base wage and a comprehensive range of benefits. We strive to pay competitively, within the constraints of the County's economic ability, considering governmental and private compensation in the Denver and Boulder metropolitan areas.

We value our employees. Our goal is to attract and retain respectful, competent, and results-oriented staff. The County aims for excellence in customer service and creativity in problem-solving. Therefore, we seek to provide opportunities for growth, skill development, and increased knowledge for our employees.

### **Funding and Operational Adjustments:**

**Funding Constraints:** Eligible employees will be funded within the Compensation Plan based on the availability of funding and operational needs. Departments will prioritize essential positions, and funding allocations will be reviewed periodically to ensure alignment with organizational objectives.

**Transition to a Reduced Workweek:** Some employees who currently work a 4-day, 40-hour workweek (four 10-hour days) will transition to a 4-day, 32-hour workweek with no reduction in pay. This adjustment is being implemented in lieu of fully funding the compensation plan results for these impacted individuals for 2024. This approach aims to balance the County's financial constraints with the goal of retaining and supporting employees during this transitional period. All employees will also receive a 3% cost-of-living adjustment (COLA) increase to further support workforce equity and retention.

### **Methodology:**

The salary ranges help us set a pay scale for each job in the County. Our salary range structure is targeted at 100% of the survey market value as of 2024. The midpoint of each salary grade is the



pay average for positions assigned to that range. The minimum and maximum represent the low and high pay limits of compensation for those positions.

County employees are paid for their individual skills and performance. We believe our ranges are consistent with the market value other employers pay. The ranges will be reviewed periodically and adjusted to reflect labor market changes.

We do not assign specific placement of employee compensation within the range except for no less than the minimum. Therefore, employees can be paid at any point within the salary range.

In addition to the salary range structure, the Sheriff's Office has a Step Plan that covers two positions with a range of steps spanning a period of years. Each step represents another year of service to the County, and the seventh step represents the market average for that position. We do not assign specific placement of employee compensation within the step plan except for no less than step one.

**Applicability:**

This applies to all County employees and to the employees of all Elected Officials.

**Procedures**

Responsibility for Administration: The Human Resources Director, supported by the Human Resources Specialist, County Manager, and Finance Director, is responsible for administering and monitoring the compensation plan. The County now utilizes Payfactors from Payscale for market benchmarking and compensation analysis, replacing the former reliance on seven government jurisdictions and the Employers Council. This software provides comprehensive data that will be used to evaluate positions and determine pay grades/ranges. The Board of County Commissioners (BoCC) retains final approval authority. It is important that any recommendations concerning position evaluation be prepared by individuals with direct knowledge about:

- The specific content and requirements of the position(s) being evaluated; and,
- The general content of other classifications within the County to ensure meaningful comparison.

**Exempt and Non-exempt positions**

The Fair Labor Standards Act determines whether an employee is exempt or non-exempt. The Human Resources Director will apply the Fair Labor Standards Act tests to classify positions as exempt or non-exempt.

**The Performance Review Process**

Performance reviews will be conducted annually on the employee's work anniversary date. These reviews are essential for determining merit-based pay increases. The review process ensures fair and transparent assessments of employee contributions and aligns with the county's compensation philosophy of rewarding performance.



### **Range Penetration and Compensation Strategy**

Range penetration refers to the position of an employee's salary within their assigned pay range. Clear Creek County is committed to ensuring that employees are compensated fairly based on their experience, skills, and contributions to the organization.

- **New Hires:** The County will offer compensation that reflects the individual's experience and market value. Employees with significant experience will be offered starting salaries higher within the range, avoiding the automatic placement at the minimum of the range.
- **Current Employees:** Employees' salaries will be periodically reviewed to ensure that they are appropriately positioned within their pay range, considering their performance, tenure, and market conditions.
- **Range Adjustment:** The County will regularly review and adjust pay ranges to reflect market changes, ensuring that all employees are paid competitively and their salary remains appropriate relative to their peers within the same range.

### **The Merit Increase Process**

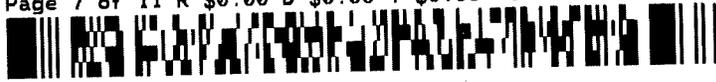
Merit pay increases will not be given without an associated performance review. Performance evaluations must be completed and submitted to Human Resources to initiate a merit increase. Employees whose evaluations do not meet expectations are not eligible for a merit pay increase (although they may be re-evaluated at an appropriate later time and may be considered eligible if they meet or partially meet expectations). On an annual basis prior to the development of the next proposed budget, the County Manager will determine the County's financial ability to implement the merit increase process. No pay increases will be granted except in accordance with budgeted appropriations.

### **Sheriff's Office Step Increase Process**

The Sheriff's Office employees in the Step Plan will receive performance reviews and a step increase on their anniversary date of each year if they have not achieved the top step of the Step Plan. Upon notification from the division Captain verifying the performance evaluation was satisfactory, a step increase will be initiated for that employee, on their anniversary date. Without an annual review, no step increase will be given. Employees whose evaluations do not meet expectations are not eligible for a step increase (although they may be re-evaluated at an appropriate later time and may be considered eligible if they then meet or partially meet expectations).

If an employee in the Step Plan has achieved the top step, that employee may be eligible for cost of living adjustment/market adjustment increases at the same time and in like manner as given to employees covered by the Salary Grade/Range Structure (applicable to all employees other than the employees in the positions within the Step Plan).

No step increases will be granted except in accordance with budgeted appropriations.



### **Compression Issues**

After an adjustment of the Salary Grade/Range Structure has occurred, some long-term employees may experience compression. This means that their wage will be the same or less than that of a recently hired individual. HR and the Supervisor will address each compression case on an as-needed basis, reviewing the individual's years of service and performance records. No compression issue increase will be granted except in accordance with budgeted appropriations.

### **COLA - Cost of Living Adjustment**

Cost of living adjustment or COLA may be given to employees within the salary grade/range structure. COLA will adjust their pay but does not affect the salary grade/range piece. For the step plan, the COLA will adjust the entire step plan by the amount given on the whole (e.g., 3% will adjust every step from 1 through 7 by 3%).

### **Hiring**

Vacant positions will be posted at the minimum with a range up to the midpoint. Positions within the step plan will be posted as steps one through three. Advertising for more than midpoint or step three must have the County Manager's or Elected Official's approval.

### **New Hire Starting Rates of Pay**

New hire starting rates will be determined based on the new hire's relevant experience, skills, and market conditions rather than defaulting to the minimum of the assigned salary grade. Hiring managers have the authority to offer starting compensation up to 10% above the minimum of the salary range. Offers exceeding this amount require approval from the County Manager or the relevant Elected Official. This approach ensures that experienced candidates are compensated appropriately for their expertise, aligning with the County's strategy for range penetration. For example, a candidate with significant experience in the role would not be started at the bottom of the range but rather at a point within the range that reflects their expertise and market value.

### **Offers of Employment**

Offers of employment must be in writing and presented to the Human Resources Director for review before they can be made to a candidate. The County Manager or Elected Official must approve the offer.

### **Promotion**

A promotion occurs when an individual is transferred or reassigned to a job in a higher pay grade/step than his or her existing pay grade/step. An employee will be given the minimum wage/salary for the new position or the next step, which provides an increase in wage for the employee up to 10% (to be determined by the hiring department) of his or her previous salary, whichever is greater. Promotions take into consideration:

- The individual's qualifications to perform the new job and his or her relevant experience;



- The rate of pay, qualifications, and experience levels of any other employees assigned to the same job classification;
- The percentage differential between the existing and new pay scales;
- Employees receiving a promotion are usually compensated at the minimum of the new salary grade or the new position's step one, effective upon the employee's assumptions of his/her job duties; and,
- Any increase of more than 10% or more than step one must have the approval of the County Manager or Elected Official.

### **Demotion**

A demotion occurs when an individual is transferred or reassigned to a job in a lower pay grade or a position with lower pay steps. A demotion can be initiated for a variety of reasons (e.g. employee preference, reorganization). Reduction in pay may occur when an employee is demoted.

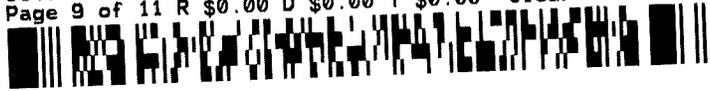
Employees who are transferred to a lower position because of reorganization and are above the maximum for the new position may be grandfathered at their old pay rate for up to 4 months from the date of transfer. Thereafter, their pay should be decreased to a rate within the new pay grade/range or new step/range - based on review by the HR Director.

### **Part-time/Full-time Status Changes**

When an employee moves from part-time to full-time or full-time to part-time status within the same job classification, the job/status description and associated minimum pay rate will take effect immediately. Adjustments to the starting pay rate may be made at the supervisor's discretion with prior approval from Human Resources.

Adding New Jobs to the Compensation Structure: New jobs develop over time based on various factors such as technology, organizational goals, demand for new services, etc. Our process for assigning the additional job based on new programs/services to a salary grade/range or a step/range is as follows:

- Preparation of a Vacancy Evaluation or Redesign of Position to document a clear business case to justify the request, including how the budget impact (if any) will be managed;
- Preparation of a Job Analysis Questionnaire or updated job description by the requesting Department Head/Elected Official;
- Send the job data to Human Resources for review and feedback;
- Follow-up questions may be needed for clarification about the duties, qualifications, and why the need for the addition of this position exists;



- A meeting to review the vacancy or redesign of the position must occur with the County Manager (or appropriate Elected Official), County Finance Director, and Human Resources Director; and,
- Upon approval to move forward with the position, Human Resources will initially complete an evaluation of the degree of change and collection of survey market data.

### **Reclassification Procedures**

Changes regularly occur in job content and the evolution of a function. These may result because of technology, organizational goals, demand for new services, etc. We anticipate employees' positions will be given more responsibilities or added duties as part of working for the County. Only substantial job content changes are considered for a reclassification. The process for determining the degree of change within a position job based on revisions of programs/services is as follows:

- Preparation of a Vacancy Evaluation or Redesign of Position to document a clear business case to justify the request, including how the budget impact (if any) will be managed;
- Preparation of a Job Analysis Questionnaire or updated job description by the requesting Department Head/Elected Official;
- Send the job data to Human Resources for review and feedback;
- Follow-up questions may be needed for clarification about the duties, qualifications, and why the need for the job change exists;
- A meeting to review the vacancy or redesign of the position must occur with the County Manager (or appropriate Elected Official), County Finance Director, and Human Resources Director;
- Upon approval to move forward with the position, an evaluation of the degree of change and collection of survey market will be completed by Human Resources;
- Reclassification to a higher grade will result in the incumbent(s) being compensated at the same rate or no less than the minimum of the new range; and,
- Reclassification to a lower grade may result in a pay reduction.

### **Actions that Human Resources must review**

Human Resources must review the following compensation actions:

- Exempt/non-exempt classification;
- Promotional increases, to confirm that it conforms to these guidelines;
- Employment offers (written or verbal);



- Title changes, reclassifications, and new jobs/positions to comply with these guidelines; and,
- Discipline involving demotions to confirm that it conforms to these guidelines.

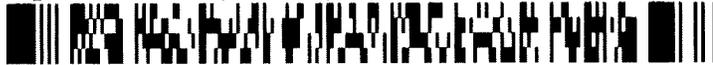
### **Actions that must be approved by the County Manager or Elected Official**

The County Manager or Elected Official must approve the following compensation action:

- New employees proposed to be hired above the salary range minimum plus 10% or higher than step three; and,
- Special forms of compensation (i.e. on call).

### **Definitions:**

- Demotion: A transfer to a position in a lower salary grade.
- Elected Official: Refers to the person elected to the position of Assessor, Clerk &
  - Recorder, Sheriff, Coroner, and Treasurer.
- Exempt Employee: Exempt from the Fair Labor Standard ACT (FLSA) requirements to pay overtime.
- Hourly Employee: Subject to the overtime requirements of the FLSA and paid on an hourly basis. Hourly employees must be paid overtime for all hours worked in excess of 40 hours, except certain personnel in the Sheriff's office. Their rules currently are anything over 80/hours in a two-week period.
- Position Evaluation: The process of ranking a position in relation to other positions according to its internal importance to the organization.
- Lateral Transfer: A transfer to a different position within the same or similar salary grade or range
- Maximum: The salary range maximum. Generally, all employees holding positions within a grade should be paid at or below the maximum range maximum.
- Merit Increase: A salary increase based on performance and position in the salary range.
- Midpoint: The middle of a salary range. The midpoint represents market pay for the average, fully competent employee in a position assigned to that range. Employees are paid above or below the midpoint based on their own performance, work history, experience, and other factors.
- Minimum: The minimum of a salary grade. Generally, all employees who hold positions
  - within a grade should be paid at or above the minimum.
- New Job: This job has unique duties that are unlike any current position description within the county.
- Non-exempt: Subject to the overtime requirements of the FLSA. Non-exempt employees are paid overtime for all hours worked in excess of 40 hours per week. (Again, with the exception of certain Sheriff's Office employees - See Hourly Employee).



- Promotion: Transfer to a position with a higher salary grade or a position with higher paid steps.
- Promotional increase: Pay increase due to a promotion to a position in a higher salary grade/range or step/range.
- Reclassification: Assignments of a position to a new salary grade or re-evaluating a group of positions. Typically, it does not include a pay adjustment.
- Review Date: Is the hire date or promotion date
- Salary Range: The salary range shows the permissible pay range for the positions assigned to that grade. At Clear Creek County, salary ranges are based on market survey data.
- Salary Structure: A group of salary grades with ranges.
- Step Plan: Is a pay structure that allows moving through the range by a consistent increase due to entitlement concept up to the maximum of the step plan. After reaching the maximum, increases are based on market adjustments.





# Board Agenda Background

**Date:** 2/17/2026  
**To:** Board of County Commissioners  
**Through:** Colton Rohloff, County Manager  
**From:** Carol Ann Fortune, Human Resources Director  
**Subject:** Consideration of Approval of Resolution R-26-20, a Resolution Adopting the Clear Creek County Workplace Safety Policy and Appendices

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## RECOMMENDATION

Staff recommends approval of Resolution R-26-20, a Resolution Adopting the Clear Creek County Workplace Safety Policy and Appendices, establishing the County's first comprehensive, Countywide workplace safety framework, and authorizing implementation effective February 17, 2026.

## BACKGROUND

Clear Creek County has not previously maintained a standalone, County-wide workplace safety policy. While individual departments have followed operational safety practices and workers' compensation procedures, these practices have not been formally consolidated into a unified policy framework.

As part of ongoing risk management, employee safety, and fiscal stewardship efforts, Human Resources initiated the development of a comprehensive Workplace Safety Policy. A key driver for this effort is the County's intent to apply for Colorado Workers' Compensation Cost Containment Certification, which requires documented safety policies, safety rules, employee acknowledgments, and designated medical provider information.

The proposed Workplace Safety Policy establishes consistent safety expectations across all County departments and outlines responsibilities related to hazard reporting, training, personal protective equipment (PPE), incident reporting and investigation, and return-to-work practices following a work-related injury.

The Policy includes the following appendices:

- Designated Medical Provider List for work-related injuries and illnesses;
- General Safety Rules applicable to all employees;
- Job-Specific Safety Rules framework to be completed and maintained by each department based on job duties and hazards; and
- Employee acknowledgment and documentation tools required for compliance and cost containment certification.

The policy has been reviewed internally to ensure alignment with Colorado workers' compensation requirements, County risk management practices, and operational realities across diverse departments including Public Safety, Public Works, Human Services, and administrative offices.

## ANALYSIS

Approval of the Workplace Safety Policy provides several organizational benefits:

- Establishes the County's first formal, County-wide Safety Policy, improving consistency and clarity for employees and supervisors.



# Board Agenda Background

- Supports employee injury prevention, early reporting, and safe return-to-work practices.
- Reduces workers' compensation risk and long-term claim costs through proactive safety management.
- Positions the County to apply for Colorado Workers' Compensation Cost Containment Certification, which may result in future premium savings.
- Creates a documented, defensible framework for safety rule enforcement and training without relying on punitive measures.

The Policy was intentionally designed to be scalable and department-specific where appropriate, allowing each department to identify job hazards and safety rules relevant to their operations while maintaining consistent County-wide standards.

## CONCLUSION

Adoption of the Clear Creek County Workplace Safety Policy formalizes the County's commitment to employee safety, risk reduction, and responsible fiscal management. The Policy provides a clear framework for preventing workplace injuries, responding effectively when incidents occur, and meeting state cost containment requirements.

Staff recommends Board approval to allow implementation and initiation of the Cost Containment Certification process.

## FISCAL IMPACT

There is no immediate fiscal impact associated with the adoption of this Policy. Implementation will utilize existing staff resources and training platforms.

Successful Cost Containment Certification may result in future workers' compensation premium savings, supporting long-term cost control.

## ATTACHMENTS:

1. Resolution R-26-20; Clear Creek County Workplace Safety Policy including:
  - Appendix A – Designated Medical Provider List
  - Appendix B – General Safety Rules
  - Workplace Safety Acknowledgment Form
1. Job-Specific Safety Rules Template
2. Safety Rules Violation Documentation Form

**R-26-20**

**RESOLUTION ADOPTING THE CLEAR CREEK COUNTY WORKPLACE SAFETY POLICY AND APPENDICES**

**WHEREAS**, the Board of County Commissioners of Clear Creek County (“Board”) is responsible for establishing countywide policies that promote the safety, welfare, and effective operation of county government; and

**WHEREAS**, the Board is committed to protecting employees from work-related injuries and illnesses, promoting hazard awareness, and supporting safe and timely return-to-work practices; and

**WHEREAS**, Clear Creek County (“County”) has not previously maintained a single, comprehensive, countywide workplace safety policy to consolidate safety expectations, reporting requirements, training, and enforcement standards; and

**WHEREAS**, the Human Resources Division, in coordination with the Clear Creek County Safety Committee, has developed the Clear Creek County Workplace Safety Policy to establish consistent safety standards applicable across all County divisions; and

**WHEREAS**, adoption of a formal workplace safety policy and supporting documentation is required to support the County’s participation in the Colorado Workers’ Compensation Cost Containment Program, which may result in long-term reduction of workers’ compensation claims and costs; and

**WHEREAS**, the Workplace Safety Policy includes appendices addressing designated medical providers for work-related injuries and illnesses, general safety rules applicable to all County employees, job-specific safety rules, employee acknowledgments, and safety rule enforcement documentation; and

**WHEREAS**, the proposed Workplace Safety Policy and appendices have been reviewed for consistency with Colorado workers’ compensation requirements, County risk management practices, and operational needs across diverse County divisions.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners of Clear Creek County, State of Colorado, that:

1. The Clear Creek County Workplace Safety Policy, attached hereto, is hereby adopted.
2. The following documents are approved and incorporated by reference as part of the Workplace Safety Policy:
  - Appendix A: Designated Medical Provider List
  - Appendix B: Clear Creek County Safety Rules (including General and Job-Specific Safety Rules)
  - Workplace Safety Acknowledgment Form
  - Safety Rules Violation Documentation Form

3. The Workplace Safety Policy and appendices shall apply to all County divisions, employees, and elected offices to the extent permitted by law, working on behalf of Clear Creek County.
4. The Human Resources Director is authorized to administer, implement, and maintain the Workplace Safety Policy and appendices, including making non-substantive updates as necessary to reflect changes in designated medical providers, training platforms, or operational processes, provided such updates do not materially alter policy intent.
5. This Resolution supersedes any prior inconsistent safety or injury reporting guidance contained in the Employee Handbook or other County documents.

**BE IT FURTHER RESOLVED**, that this Resolution shall be effective immediately upon adoption.

ADOPTED this 17<sup>th</sup> day of February, 2026, at a regularly scheduled meeting of the Clear Creek County Board of County Commissioners.

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Rebecca Lloyd, Chair

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George Marlin, Commissioner

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Jodie Hartman-Ball, Commissioner

ATTEST:

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Deputy Clerk and Recorder  
For Brenda L. Corbett  
Clear Creek County Clerk and Recorder

The Clear Creek County Workplace Safety Policy, including Appendices A & B, attached hereto, are hereby accepted and approved:

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Ron Thornton, County Sheriff

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Brenda Corbett, County Clerk and Recorder

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Chris Hegmann, County Coroner

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Carol Lee, County Treasurer & Public Trustee

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Donna Gee, County Assessor

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Gary Faselt, County Surveyor

# **Clear Creek County Workplace Safety Policy**

**Effective:** 02/17/2026

**Authority Approval:** HR Director, County Attorney, County Manager, and Board of County Commissioners

**Policy Statement:** Clear Creek County is committed to:

1. Protecting employees from injury or illness related to work activities.
2. Providing timely reporting, investigation, and mitigation of workplace incidents.
3. Supporting employees' safe and timely return to work following a work-related injury.
4. Ensuring compliance with Colorado workers' compensation law and county risk management policies.

Employees are expected to follow safe work practices, participate in training, and report hazards, near-misses, and injuries immediately. Supervisors are accountable for enforcing safety and documenting incidents.

**Purpose:** This policy establishes consistent safety expectations across all County departments to reduce workplace injuries, promote hazard awareness, and meet legal requirements related to workers' compensation, risk management, and workplace safety. It outlines responsibilities for safety training, hazard reporting, PPE use, incident investigation, and return-to-work procedures.

**Scope:** Applies to all employees, elected offices (to the extent permitted by law), volunteers, and contractors working for Clear Creek County across all departments.

**Definitions:** For the purpose of the Workplace Safety Policy, the following words or terms are defined as follows.

**Hazard:** Any source, situation, or act with the potential to cause injury, illness, damage to property, or harm to the workplace environment.

**Incident:** An unplanned event that results in, or could have resulted in, injury, illness, damage, or loss. (This includes near misses.)

**Injury:** Physical harm to a person resulting from an incident, which may require first aid, medical treatment, or result in lost time.

**Near Miss:** An unplanned event that did not result in injury, illness, or damage, but had the potential to do so under slightly different circumstances.

## **I. Roles and Responsibilities:**

This section defines the specific safety-related duties and accountability of Division Directors, Department Heads, Supervisors, Employees, and HR to prevent workplace injuries, ensure proper use of PPE, facilitate timely reporting of incidents, and maintain compliance with workers' compensation requirements

### **Department Heads / Supervisors:**

- Ensure employees are trained in safety procedures.
- Advise on and enforce PPE and safe work practices.
- Assures PPE purchased meets required standards and is appropriate for the specific task.
- Assist departments in hazard identification and mitigation.
- Document and report all injuries or incidents.
- Coordinate with HR for workers' compensation claims.
- Maintain departmental safety procedures and communicate hazards to staff.

### **Employees:**

- Follow safety procedures and use PPE.
- Empowered to speak up about unsafe conditions and report concerns through supervisors, HR, or the Safety Committee. Report injuries and hazards immediately.
- Participate in training and safety programs.
- Maintain a safe work environment and follow instructions from supervisors.
- Assist departments in hazard identification and mitigation

### **HR:**

- Coordinate workers' compensation claims.
- Maintain injury records and reports.
- Assist departments in hazard identification and mitigation.
- Support return-to-work plans and compliance.
- Support the Safety Committee's work and maintain countywide safety training programs.

## **II. Safety Committee:**

The Safety Committee functions as an advisory and oversight body to strengthen countywide safety practices.

The Safety Committee will:

- Review workplace non-specific incidents and near-misses.
- Conduct inspections to identify hazards.

- Recommend safety improvements, policy updates, or training priorities.
- Review all new and updated policy changes and send to Pinnacol for final review
- Recommend corrective actions and safety improvements.
- Track training effectiveness using Performance PRO Learning Management System (LMS) and risk reduction initiatives.

### **III. Departmental Safety Procedures (Workforce Focus):**

Departmental Safety procedures are the essential safety practices required in each department to reduce workplace injuries and promote a consistent culture of safety across the organization. Department Heads are authorized and expected to take timely corrective action to address identified safety hazards, including temporary work modifications, equipment repair or replacement, and coordination with HR and Safety Committee. Each department shall maintain written, job-specific safety procedures appropriate to its operations. Example standards include:

#### **Public Works**

- Follow safe lifting, ergonomics, and equipment operation practices.
- Hold daily or weekly “safety moments” workplace safety tips.
- Use PPE for machinery, hand tools, and chemical handling.
- Report all injuries, equipment malfunctions, or unsafe conditions.
- Participate in defensive equipment operation and ergonomics training.
- Keep walkways clear to prevent slips, trips, and falls

#### **Sheriff / EMS**

- Use body mechanics, lifting aids, and PPE to prevent musculoskeletal injuries.
- Follow safe patient lifting, vehicle operation, and defensive tactics procedures.
- Report all injuries or exposures immediately to supervisor and HR.

#### **Human Services / Public Health**

- Follow safety procedures for home visits and client interactions.
- Use PPE (gloves, masks) to prevent exposure to infectious agents.
- Follow lifting/ergonomics protocols for transporting equipment or supplies.

#### **Office-Based Departments**

- Maintain ergonomic workstations.

- Use safe lifting and material handling practices.
- Keep walkways clear to prevent slips, trips, and falls.

#### **IV. Personal Protection Equipment:**

Some departments are required to use department-provided personal protective equipment to ensure employees have the proper gear such as gloves, eye protection, footwear, and lifting aids to safely perform their work.

- Departments provide PPE appropriate for the job.
- Training provided on proper use of PPE.
- Employees must use PPE as required.
- PPE may include the following: gloves, safety boots, eye protection, body protection, ear protection, and lifting aids. (see Dept. specific PPE list for details)

#### **V. Training:**

Safety training requirements for all employees, ensuring they receive orientation, annual refreshers, department-specific instruction, and workers' compensation awareness to perform their jobs safely and responsibly. The Safety Committee will periodically review injury trends, near-miss reports, and training completion data to evaluate the effectiveness of safety training and recommend improvements.

All employees receive:

- New-hire safety orientation.
- Annual safety refresher training.
- Department-specific safe work practices training.
- Workers' compensation awareness training (reporting process, rights, and responsibilities).

#### **VI. Incident Reporting & Investigation:**

Within a reasonable timeframe, the employee, supervisor, and HR must report, document, and investigate workplace injuries to ensure proper workers' compensation handling and implement corrective actions to prevent future incidents. All injuries and exposures must be reported immediately to a supervisor. Incident investigations focus on identifying contributing factors and system improvements, not assigning blame, except in cases of willful misconduct.

**Employees must:**

- Report an accident immediately to their supervisor and complete the forms in Pinnacol as soon as they are able within 24 hours of incident.
- If it is afterhours, go to St. Anthony Hospital at 11600 W. 2<sup>ND</sup> Pl. Lakewood, CO and let them know this is a worker's comp incident
- If the employee is in a remote area, go to the nearest emergency center and let them know this is going to be reported as a workers ' comp injury.

**Supervisors must:**

- Complete the County's workers' compensation reporting forms within 24 hours.
- Notify HR the same day an injury occurs.
- Preserve any equipment or conditions involved in the incident for investigation.

**HR / Risk Management will:**

- Investigate and document incidents.
- Submit claims to the workers' compensation carrier.
- Support departments in implementing corrective actions.
- HR will maintain required injury, training, and safety records in accordance with workers' compensation and risk management requirements

**VII. Return-to-Work Programs**

Supporting injured employees in safely returning to work, including the use of medically supported modified-duty assignments and coordination between supervisors, HR Management, and healthcare providers.

- Clear Creek County supports safe, timely return-to-work for injured employees when medically appropriate.
- Modified or light-duty assignments may be provided per medical guidance and based on organizational needs.
- Modified duty is a key component of the County's injury cost containment and recovery strategy.
- Supervisors coordinate with HR Management and medical providers.
- The County may also consider ADA accommodation when applicable.

**VIII. Inspections & Corrective Actions**

Conducting regular workplace inspections, documenting and correcting hazards, and reviewing trends through the Safety Committee ensures a safer work environment.

- Departments conduct regular workplace inspections and post-accident investigations
- Hazards are documented and corrected. Identified hazards will be addressed as soon as practicable based on severity, risk level, and operational constraints. Imminent hazards will be corrected immediately, or work will be halted until mitigated
- Safety Committee reviews inspection findings and trends.

## **IX. Confidentiality & Non-Retaliation**

Employees who report injuries or hazards should do so without fear of retaliation, and all reports and investigations will be handled confidentially to the extent permitted by law. Employees reporting injuries or hazards in good faith are protected from retaliation. All investigations maintain confidentiality as permitted by law.

## **X. Enforcement & Accountability**

Clear Creek County safety requirements will be enforced, noting that supervisors are responsible for ensuring compliance and that failure to follow safety procedures may result in retraining, coaching, or disciplinary action.

- Non-compliance with safety procedures may result in retraining, coaching, or disciplinary action.
- Supervisors are responsible for enforcement and documentation.

## **XI. Safety Rules & Designated Medical Providers (Cost Containment Compliance)**

To support workplace injury prevention, employee awareness, and compliance with Colorado Workers' Compensation Cost Containment requirements, Clear Creek County maintains:

- Countywide General Safety Rules applicable to all employees;
- Job-Specific Safety Rules developed and maintained by each department based on job duties and identified hazards; and
- A list of Designated Medical Providers for treatment of work-related injuries and illnesses, as required by Colorado law.

These documents are incorporated by reference into this policy and maintained as appendices. Employees are required to review, acknowledge, and comply with all applicable safety rules and designated provider requirements.

Safety rules are enforced consistently across the organization and reviewed annually to ensure continued relevance and effectiveness. Hazard identification, corrective actions, and safety rule enforcement are documented in accordance with cost containment program requirements.

## **XII. Telework and Alternate Work Locations (Workplace Safety)**

When employees are approved to work remotely or at an alternate work location (including home offices), that location is considered a workplace for purposes of this policy during approved work hours and while performing assigned job duties.

Employees working remotely are responsible for:

- Maintaining a safe, ergonomic, and distraction-free work area appropriate for the work being performed.
- Using County-issued equipment safely and for authorized business purposes only.
- Following all applicable safety practices, policies, and job-specific safety rules.
- Immediately reporting work-related injuries, illnesses, near-misses, or hazardous conditions to their supervisor and Human Resources in accordance with this policy.

Telework does not change:

- Expectations regarding work hours, break periods, or job duties
- Requirements for timely incident reporting and workers' compensation compliance
- The County's authority to investigate work-related injuries or incidents.

Clear Creek County is not responsible for non-work-related hazards in an employee's home or alternate work location.

## **XIII. Policy Review**

This policy will be reviewed as needed or after a significant workplace incident by HR Management and the Safety Committee. This policy supersedes prior safety and injury reporting guidance contained in the Employee Handbook.

# APPENDIX A

## DESIGNATED MEDICAL PROVIDER LIST

### Designated Medical Providers for Work-Related Injuries and/or Illnesses

Clear Creek County designates the following medical providers for treatment of work-related injuries and illnesses, in accordance with Colorado workers' compensation requirements.

Employees must seek treatment from one of the designated providers listed below for all non-emergency work-related injuries or illnesses. In the event of a life- or limb-threatening emergency, employees should seek immediate care at the nearest emergency medical facility. Follow-up care must be provided by a designated provider.

Employees are required to immediately report all work-related injuries or illnesses to their supervisor and Human Resources. Employees must sign an acknowledgment confirming receipt and understanding of this designated provider information. Signed acknowledgments are maintained in the employee's personnel file.

If an unauthorized medical provider treats an employee, the employee will be responsible for payment of said treatment.

<p>VAIL HEALTH OCCUPATIONAL HEALTH CLINIC—DILLON</p> <p>365 DILLON RIDGE RD STE 1100 DILLON, CO 80435</p> <p>970-470-7112</p>	<p>FRONT RANGE OCCUPATIONAL MEDICINE LLC</p> <p>770 SIMMS ST SUITE 100 GOLDEN, CO 80401</p> <p>303-635-6337</p>
<p>INTERMOUNTAIN MEDICAL GROUP</p> <p>8550 W 38TH AVE SUITE 100 WHEAT RIDGE, CO 80033</p> <p>303-467-4100</p>	<p>MBI- MEDICINE FOR BUSINESS AND INDUSTRY</p> <p>1687 COLD BLVD SUITE 150 LAKEWOOD, CO 80401</p> <p>720-712-0796</p>

# **Appendix B**

## **Clear Creek County Safety Rules**

### **Purpose**

- 1) Safety rules establish clear expectations for safe work practices and are a core component of Clear Creek County's workplace safety and injury prevention program. Safety rules help reduce workplace hazards, protect employees from injury, and support the County's workers' compensation cost containment efforts.
- 

### **A. General Safety Rules (Applies to All Employees)**

- 2) All employees are expected to comply with the following general safety rules at all times:
    1. Perform all work in a safe manner and follow established safety procedures.
    2. Immediately report unsafe conditions, hazards, near-misses, injuries, or illnesses to a supervisor.
    3. Use required personal protective equipment (PPE) and safety equipment as instructed.
    4. Do not operate equipment or perform tasks for which you have not been trained or authorized.
    5. Follow proper lifting techniques and request assistance when needed.
    6. Keep work areas clean and free from hazards such as clutter, spills, or blocked walkways.
    7. Immediately report defective tools, equipment, or vehicles and remove them from service when appropriate.
    8. Follow all department-specific safety rules and instructions.
    9. Participate in required safety training and safety meetings.
    10. Do not engage in horseplay, unsafe behavior, or actions that could endanger yourself or others.
- 

### **B. Job-Specific Safety Rules**

- 3) Each department shall maintain written job-specific safety rules based on the duties performed and hazards identified within that department. Job-specific safety rules are developed through hazard identification, job hazard analysis, and operational experience.
  - 4) Job-specific safety rules must:
    - Address the specific hazards associated with job tasks;
    - Be reviewed with employees during onboarding, training, and safety meetings;
    - Be reviewed annually and updated as needed; and
    - Be acknowledged in writing by affected employees.
- 

### **C. Safety Rule Acknowledgment**

- 5) Employees are required to sign and date an acknowledgment confirming they have reviewed and understand the general and applicable job-specific safety rules. Signed acknowledgments are maintained by Human Resources and/or the department in accordance with record retention requirements.
- 

### **D. Reinforcement & Enforcement of Safety Rules**

- 6) Clear Creek County emphasizes education, training, and positive reinforcement to promote safe work practices. Supervisors are encouraged to recognize employees who consistently follow safety rules and contribute to a safe work environment.
  - 7) Safety rules are enforced consistently across all departments. Violations of safety rules may result in:
    - Verbal coaching or warning;
    - Written warning;
    - Retraining;
    - Suspension or termination, depending on the severity or frequency of the violation.
  - 8) Safety rule violations are documented using a safety rule violation form, even when corrective action is verbal, to support consistency, training, and injury prevention efforts.
-

## **E. Review & Continuous Improvement**

- 9) Safety rules are reviewed at least annually by the Safety Committee and updated as necessary based on incident trends, hazard identification, and operational changes.

# Clear Creek County

## Workplace Safety Acknowledgment

**Employee Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Department / Division:** \_\_\_\_\_

**Work Location(s):** \_\_\_\_\_

---

### **Acknowledgment of Safety Policy, Medical Providers, and Safety Rules**

I acknowledge that I have received, reviewed, and understand the following Clear Creek County safety materials:

- The Clear Creek County Workplace Safety Policy
- The Designated Medical Provider List for work-related injuries and illnesses
- The General Safety Rules applicable to all employees
- Any Job-Specific Safety Rules applicable to my position

I understand that these materials establish safety expectations, reporting requirements, and procedures designed to protect employees, coworkers, and the public.

---

### **Employee Safety Responsibilities**

I understand and agree that I am responsible for:

- Performing my work in a safe manner and following established safety rules
- Using required personal protective equipment (PPE)
- Immediately reporting work-related injuries, illnesses, near-misses, hazards, or unsafe conditions to my supervisor
- Participating in required safety training and safety meetings

I understand that safety is a shared responsibility and that I am encouraged to speak up about unsafe conditions without fear of retaliation.

## **Workers' Compensation & Medical Treatment**

I understand that:

- All work-related injuries or illnesses must be reported immediately
  - Non-emergency treatment must be obtained from a designated medical provider listed in this document
  - In the event of a life- or limb-threatening emergency, I should seek care at the nearest emergency medical facility, with follow-up care provided by a designated provider
- 

## **Enforcement & Accountability**

I understand that failure to follow safety procedures or rules may result in coaching, retraining, or disciplinary action, consistent with County policy and depending on the severity or frequency of the violation.

I understand that safety enforcement is intended to support injury prevention and a safe work environment, not punishment.

---

## **Employee Certification**

By signing below, I certify that:

- I have had the opportunity to ask questions about these safety requirements;
- I understand the safety expectations that apply to my position; and
- I agree to comply with the Workplace Safety Policy, Designated Medical Provider requirements, and applicable safety rules as a condition of my employment.

**Employee Name:** \_\_\_\_\_

**Employee Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## Clear Creek County

### Job-Specific Safety Rules Template

**Department:** \_\_\_\_\_

**Division / Unit (if applicable):** \_\_\_\_\_

**Job Title(s) Covered:** \_\_\_\_\_

**Work Location(s):** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

**Last Review Date:** \_\_\_\_\_

**Next Scheduled Review:** \_\_\_\_\_

---

### Purpose

These job-specific safety rules identify hazards associated with the job duties listed above and establish clear expectations for safe work practices. These rules are part of Clear Creek County's Workplace Safety Policy and Workers' Compensation Cost Containment Program.

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### 1. Job Duties & Tasks

List the primary job duties or tasks performed in this role.

**Task / Duty Frequency (Daily / Weekly / Occasional)**

---

### 2. Hazard Identification

Identify potential hazards associated with the job duties above.

- Physical (lifting, slips, trips, falls)
- Equipment / machinery
- Vehicles / driving



- Environmental (weather, terrain, remote locations)
- Chemical / biological exposure
- Ergonomic
- Public interaction / client contact
- Other: \_\_\_\_\_

Describe the specific hazards identified:

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### 3. Required Safety Rules & Safe Work Practices

For each identified hazard, list the required safety rule(s) or safe work practices.

#### Hazard Required Safety Rule / Safe Practice

#### Examples:

- Use two-person lifts for loads over \_\_\_ pounds
- Wear required PPE when operating equipment
- Follow defensive driving procedures when operating county vehicles
- Maintain situational awareness during public interactions

---

### 4. Required Personal Protective Equipment (PPE)

Identify PPE required for this job.

- Gloves
- Eye protection
- Hearing protection



- Safety footwear
- High-visibility clothing
- Respiratory protection
- Lifting aids
- Other: \_\_\_\_\_

**PPE Use Notes (if applicable):**

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## 5. Training Requirements

Employees performing this job must complete the following safety training:

### Training Topic Frequency

- New-hire orientation
- Annual refresher
- Equipment-specific training
- Department-specific safety training

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## 6. Incident & Hazard Reporting

Employees must:

- Immediately report injuries, near-misses, hazards, or unsafe conditions to their supervisor
- Follow county workers' compensation reporting procedures
- Participate in incident investigations as needed

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## 7. Reinforcement & Enforcement



Safe work practices are reinforced through:

- Safety meetings
- Coaching
- Training refreshers
- Positive recognition

Violations of job-specific safety rules may result in coaching, retraining, or disciplinary action consistent with county policy, depending on the severity or frequency of the violation.

---

## 8. Review & Updates

These job-specific safety rules:

- Are reviewed at least annually
  - Are updated when job duties, equipment, or hazards change
  - May be reviewed by the Safety Committee as part of countywide safety efforts
- 

## Employee Acknowledgment

I acknowledge that I have reviewed and understand the job-specific safety rules for my position. I agree to follow these rules and to report hazards, injuries, and unsafe conditions.

**Employee Name (Print):** \_\_\_\_\_

**Employee Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

---

## Supervisor / Department Head Certification

I certify that these job-specific safety rules accurately reflect the duties and hazards of this position and have been reviewed with the employee(s).



Supervisor / Department Head Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Clear Creek County

### Safety Rules Violation Documentation Form

**Employee Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Department / Division:** \_\_\_\_\_

**Supervisor Name:** \_\_\_\_\_

**Date of Incident:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**Location of Incident:** \_\_\_\_\_

---

#### Type of Safety Rule Involved

(Check all that apply)

- General Safety Rule
- Job-Specific Safety Rule
- PPE Requirement
- Equipment / Vehicle Safety
- Hazard Reporting
- Other: \_\_\_\_\_

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#### Description of Safety Rule Violation

Describe what occurred, including the task being performed and the safety rule that was not followed.

(Use factual, objective language.)

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### Immediate Actions Taken

(Check all that apply)

- Coaching / verbal discussion
- Task stopped or corrected
- PPE provided or re-issued
- Retraining provided
- Hazard corrected or mitigated
- Referred to HR
- Other: \_\_\_\_\_

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### Corrective Action & Follow-Up Plan

Describe steps taken to prevent recurrence (training, equipment changes, process improvements, etc.).

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**Follow-Up Required?**  Yes  No

**If yes, describe and provide target date:**

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### Enforcement Level (If Applicable)

(Check one)

- Verbal coaching / reminder
- Written warning



- Suspension
  - Other disciplinary action (per policy): \_\_\_\_\_
  - No discipline issued (documentation for training/awareness purposes)
- 

### **Employee Acknowledgment**

My signature confirms that this safety concern has been discussed with me. It does not necessarily indicate agreement.

**Employee Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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### **Supervisor Certification**

I certify that this safety rule violation was addressed in accordance with the Clear Creek County Workplace Safety Policy and that corrective actions were discussed.

**Supervisor Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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### **Recordkeeping**

- Filed in personnel file
- Filed in department safety file



# Board Agenda Background

**Date:** 2/17/2026  
**To:** Board of County Commissioners  
**Through:** County Manager's Office  
**From:** Colton Rohloff, County Manager  
**Subject:** Consideration of Letter of Support for the City of Idaho Springs and Clear Creek Metropolitan Recreation's District Application to the Great Outdoors Colorado Community Impact Grant Program for Phase 2 of the Shelly Quinn Park Redevelopment

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## RECOMMENDATION

Staff respectfully requests that the Board of County Commissioners review and sign the attached letter expressing formal support for the City of Idaho Springs and Clear Creek Metropolitan Recreation District's application to the Great Outdoors Colorado (GOCO) Community Impact Program for Phase 2 of the Shelly Quinn Park Redevelopment.

## BACKGROUND

The City of Idaho Springs and the Clear Creek Metropolitan Recreation District are pursuing GOCO Community Impact funding to complete Phase 2 of the Shelly Quinn Park Redevelopment. Phase 1 improvements were substantially completed in 2025 and included major site upgrades that established the foundation for a multi-generational recreation hub. Phase 2 would add inclusive and flexible recreation amenities designed to serve residents throughout the county and visitors traveling the I-70 corridor.

As a regional asset, Shelly Quinn Park provides outdoor recreation access, community gathering space, and programming opportunities that benefit Clear Creek County residents and surrounding municipalities. The attached letter communicates the Board's recognition of the project's community value and its alignment with County priorities related to recreation access, public health, and regional collaboration.

## ANALYSIS

GOCO places strong emphasis on documented community support and regional benefit when evaluating applications. A formal letter from the Board demonstrates County-wide recognition of the project's public value and partnership with local recreation providers.

The proposed improvements advance inclusive recreation opportunities, strengthen community gathering infrastructure, and support Idaho Spring's role as a gateway community. Signing the letter does not commit County funding or future obligations; it serves solely as a statement of support recognizing the broader community benefits of the project.

## CONCLUSION

The Shelly Quinn Park Phase 2 Redevelopment represents a community-driven investment that expands equitable recreation access and strengthens regional quality of life. Staff recommends Board approval and signature of the attached support letter to assist the project partners in their GOCO funding application.

## ATTACHMENT:

1. GOCO Letter of Support



# Clear Creek County

POST OFFICE BOX 2000  
GEORGETOWN, COLORADO 80444

TELEPHONE: (303) 679-2300

February 17, 2026

To the Great Outdoors Colorado (GOCO) Review Committee,

On behalf of the Clear Creek County Board of County Commissioners, we are writing to express our strong support for the City of Idaho Springs and Clear Creek Metropolitan Recreation District's application to the GOCO Community Impact Program for Phase 2 of the Shelly Quinn Park Redevelopment.

As the governing body serving the residents of Clear Creek County, we have been closely engaged in and supportive of this project because it responds directly to documented community needs and represents a meaningful investment in outdoor recreation, equity, and long-term community vitality. Shelly Quinn Park is more than a neighborhood amenity — it is a regional asset that strengthens public health, fosters social connection, and expands access to safe, inclusive outdoor space for residents of all ages and abilities.

Shelly Quinn Park is a centrally located, publicly accessible site that serves residents of Idaho Springs and neighboring communities along the I-70 corridor, including Empire, Georgetown, Silver Plume, and Dumont, as well as the millions of visitors who travel through the area each year. The completion of Phase 1, largely accomplished in 2025, involved the construction of a skatepark, an expansion of parking, and the relocation of the performance stage. Phase 2 builds on the momentum of Phase 1 by completing the park as a cohesive, inclusive, and multi-generational community hub. Remaining improvements include an inclusive playground, flexible green space, multi-sport courts, restrooms, and parking that will allow the site to function safely and effectively for all users. Each element reflects real community engagement, demonstrated demand, and the shared goal of providing accessible, affordable, and year-round recreation opportunities.

From a County-wide perspective, this project delivers broad community benefit. It increases equitable access to recreation infrastructure in a mountain community where land and facilities are limited, supports youth and family programming, and creates a welcoming civic gathering space that strengthens community identity. The park also contributes to economic resilience by enhancing Idaho Spring's role as a gateway community along the I-70 corridor, encouraging longer visitor stays while improving quality of life for residents. These benefits align with Clear Creek County's priorities of public health, community cohesion, and sustainable regional recreation planning.

GOCO's support, at this time, is both necessary and time sensitive. A delay in funding would risk rising construction costs, loss of project momentum, and an incomplete park that falls short of the community's vision and prior investment. Securing GOCO funding in 2026 will be catalytic — leveraging existing commitments, strengthening regional access to outdoor recreation, and ensuring the successful completion of a project that is already well underway.

*"Honoring Our Past, While Designing Our Future"*

For these reasons, we strongly encourage GOCO to support the Shelly Quinn Park Redevelopment – Phase 2. This is a shovel-ready, community-driven project with clear outcomes, lasting impact, and significant public benefit for both residents and visitors across our region.

Thank you for your consideration.

Sincerely,

Clear Creek County Board of County Commissioners

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Rebecca Lloyd, Chair

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Jodie Hartman-Ball, Commissioner

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George Marlin, Commissioner

Clear Creek County  
Board of County Commissioners  
Office: 303-679-2312



# Board Agenda Background

**Date:** 2/17/2026  
**To:** Board of County Commissioners  
**Through:** Colton Rohloff, County Manager  
**From:** Garrett McAllister, Planning Manager  
**Subject:** Consideration of Resolution R-26-16, to establish a Special Use Permit for Case #SUP2025-03 Coors Parking Lot for Mike Soucie, Clear Creek Development LLC on behalf of Williams Fork Valley Ranch LLC in the St. Mary's Area

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## RECOMMENDATION

Staff recommends approval of Resolution R-26-16, to establish a Special Use Permit for Case #SUP2025-03 with all proposed conditions.

## BACKGROUND

The application was submitted on September 24, 2025. The applicant has requested approval of a Special Use Permit (SUP), pursuant to *Sections 2202.8.15, 2202.8.14, and 2202.8.2*, respectively, of the *Clear Creek County Zoning Regulations*, to establish a Special Use Permit for:

- Public or private parking lot without an existing permitted principal use
- Minor structure without an existing permitted principal use
- Seasonal temporary use of land, not to exceed six (6) months

Specifically, the proposed uses are for a parking lot containing 123 total parking spaces and a minor structure to facilitate seasonal vending. The seasonal use request is specific to the minor structure, not the parking lot.

The subject property is legally described as NEBRASKA PLACER - 2079 and LINCOLN PLACER - 2080 in Sections 34 and 35, T2S, R74W, and Sections 2 and 3, T3S, R74W of the 6th PM, Clear Creek County, State of Colorado. Generally located on the west side of Fall River Road, north of Silver Creek Road in the St. Mary's area. The property is roughly 70 total acres and split zoned Mining-One (M-1) and Commercial-One (C-1). The project area is located on the C-1 portion of the parcel and is roughly 1.3 acres. There is an existing 650 sq. ft. structure on the south end of the project area.

**Figure 1. Area Zoning Map**





# Board Agenda Background

According to the applicant, the parking lot previously served as a public recreational parking lot for the St. Mary's Ski Resort in the 1980's. The parking lot was reopened in 2012 in response to the increased use by recreational hikers of the St. Mary's Glacier Trail. In order to comply with the current *Clear Creek County Zoning Regulations*, the subject property needs to have a valid and legal Special Use Permit, pursuant to *Section 2202.8.15*.

Referral agencies were noticed on November 21, 2025. Comments from the Colorado Department of Public Health and Environment, Xcel, and Environmental Health all indicated no issues with the proposal. Comments from the Colorado Forest Service note that a Wildfire Mitigation Plan will not be required, but that additional review will be needed to develop specific recommendations to address wildfire hazard mitigation and/or forest health needs for the property. Staff has included this review as a condition of approval. Comments from Site Development/Public Works focus on access control (stop signs), parking blocks, and establishing and maintaining the required Clear Zone per County regulations. Staff included suggested conditions of approval covering these requirements.

Legal notice was published in the Clear Creek Courant on November 27, 2025. Adjacent property owners were mailed notice on November 21, 2025. Signs were posted on the subject property on December 2, 2025. No written public comments were submitted at the time of publication of the Planning Commission staff report.

## ANALYSIS

During the January 21, 2026 Planning Commission hearing, three (3) members of the public provided testimony. Attachment 2 provides more detail in the draft meeting minutes. Generally, comments were in support of the project. Two comments raised questions regarding the paving requirements. Additional questions addressed lighting, water quality control and runoff, bear-resistant trash containers, and enforcement. These issues are addressed through existing regulations or conditions of approval.

During deliberations, the Planning Commission requested several revisions to the Site Plan. In response, the applicant submitted an updated Site Plan on January 26, 2026, which can be found as Attachment 4, incorporating the following changes:

1. Re-delineated the two R1 (Residential-One) zoned spaces near the north parking lot entrance to ensure they exist on the C-1 zoned lot.
2. Show the 10' Clear Zone along Fall River Road., and that the boulders along Fall River Road will be moved as necessary to be outside of the Clear Zone (10 ft. back from striped white line on asphalt). The boulders will also be used to create a barrier for cars trying to enter and park in the north R1 zoned area from Fall River Road.
3. Note the physical barrier (and possible materials used) within the north parking lot to prevent cars from parking in the R1 zone.
4. Note the materials used to establish the walking path (e.g. small rocks or railroad ties).
5. Move pay stations to the inside of C-1 property. They have been relocated outside the screened restroom area.
6. Note the placement of the six (6) bear-proof trash can locations throughout parking areas.
7. Established hammerhead turn-around areas in two southern/lower lots.
8. Move ADA parking spots closer to ADA portable toilets.
9. Placed a new 400 sq. ft. minor structure building envelope to house retail vending in the furthest north part of the parking lot. The 12' x 10' shed will be enclosed on three sides (back, left, right sides), which will meet ADA requirements.



# Board Agenda Background

In addition to the revisions listed above, which required further review by County staff, two outstanding issues remained that staff have addressed with additional Conditions of Approval.

The first issue concerns the existing 650 sq. ft. structure on the property. This structure exceeds the maximum size permitted for a minor structure (400 sq. ft.) and is therefore classified as an accessory structure. Accessory structures must be subordinate to a primary or principal use on the property. Currently, no principal use exists on the site, nor can one be established while maintaining the validity of the Parking Lot Special Use Permit. As a result, the existing structure cannot remain as is in conjunction with the parking lot use. Staff has included Conditions 17, 18, and 19 to address this issue.

The second issue involves standards for parking areas. The County's regulations allow for existing parking lots to remain in use without requiring that they be improved to meet current standards as long as the use is not expanded. However, parking lots included in a Special Use Permit are required to comply with the *Zoning Regulations* and the *Roadway Design & Construction Manual Parking Area Standards*, regardless of previous existence. Staff has included Conditions 16, 18, and 19 to address this issue and allow for an extended timeline to meet these parking area requirements.

## CONCLUSION

The Planning Commission found that the application substantially met the Standards for Approval outlined in *Section 1202.5.7* of the *Zoning Regulations* and voted 4-0 in favor of recommending approval to the Board of County Commissioners, with the proposed changes to the Site Plan and with the understanding that staff would address the issues noted above. As mentioned, staff included Conditions 16-19 that address the existing 650 sq. ft. structure and the parking lot standards.

## ATTACHMENTS:

1. Coors SUP Planning Commission Packet 1.21.2026
2. Planning Commission Draft Meeting Minutes 1.21.2026
3. Planning Commission Resolution PC-25-09
4. SUP2025-03 Site Plan Revisions 1.26.2026
5. Resolution R-26-16
6. Presentation

# Attachment 1

CLEAR CREEK COUNTY PLANNING DEPARTMENT  
STAFF REPORT FOR  
**Clear Creek County Planning Commission**  
Regarding an Agenda Item on  
January 21, 2026

**CASE:** Special Use Permit Case #SUP2025-03

**CASE MANAGER:** Garrett McAllister, Planning Manager

**REQUEST:** To establish a Special Use Permit for:

- Public or private parking lot without a permitted principal use
- Minor structure without an existing permitted principal use
- Seasonal temporary uses of land, not to exceed six (6) months

**LOCATION:** Legally described as NEBRASKA PLACER - 2079 and LINCOLN PLACER - 2080 in Sections 34 and 35, T2S, R74W, and Sections 2 and 3, T3S, R74W of the 6th PM, Clear Creek County, State of Colorado. Generally located on the west side of Fall River Road, north of Silver Creek Road in the St. Mary’s area.

**APPLICANT/  
OWNER:** Mike Soucie, Clear Creek Development LLC on behalf of Williams Fork Valley Ranch LLC

**PARCEL  
NUMBERS:** 170735300201

**ACREAGE:** Roughly 70 total acres – Project area is roughly 1.3 acres

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**STAFF FINDINGS AND ANALYSIS**

**PROPOSAL**

The applicant has requested approval of a Special Use Permit (SUP), pursuant to Sections 2202.8.15, 2202.8.14, and 2202.8.2, respectively, of the County Zoning Regulations, to establish a Special Use Permit for:

- Public or private parking lot without an existing permitted principal use
- Minor Structure without an existing permitted principal use
- Seasonal temporary use of land, not to exceed six (6) months

In addition to the 123-space parking lot, the application also seeks seasonal temporary uses of land (not to exceed six months), and approval of a minor structure (without an existing permitted principal use) for selling needed hiker retail vending services such as pre-packaged food, beverages, and warm clothing (e.g. sweatshirts and hoodies) from May - October. The full application is attached as Exhibit A.

**BACKGROUND**

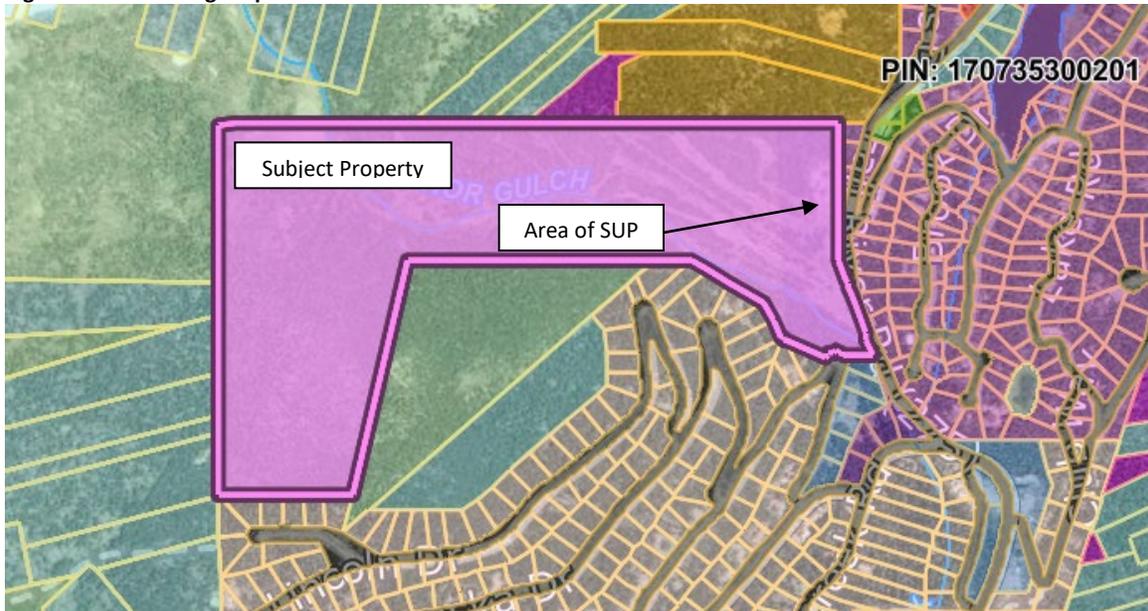
According to the Applicant, the parking lot previously served as a public recreational parking lot for the St Mary’s Ski Resort in the 1980’s. The parking lot was reopened in 2012 in response to the increased use by recreational hikers of the St. Mary’s Glacier Trail. In order to comply with the current Clear Creek County Zoning Regulations, the Subject Property needs to have a valid and legal Special Use Permit, pursuant to Section 2202.8.15.

**SURROUNDING ZONING AND USES**

- N: A mix of MR-5, M-1, M-2, and NR-PC zoning, mostly undeveloped.
- S: Mostly R-2 zoning with some single unit homes, some C-1 zoning along Fall River Road.
- E: R-1 zoning with some single unit homes on the east side of Fall River Road.
- W: M-1 and NR-PC zoning, mostly undeveloped.

There is Forest Service land on three sides of the property, as indicated by light green in the zoning map below.

Figure 1. Area Zoning Map



**REFERRAL RESPONSES**

Referral Agencies were noticed on November 21, 2025, and the full list is attached as Exhibit B. The agencies listed below provided responses, which are attached as Exhibit C.

- Colorado Forest Service*
- Colorado Department of Public Health and Environment, Air Pollution Division*
- Clear Creek County Environmental Health Department*
- Clear Creek County Site Development/Public Works Department*
- Xcel Energy*

Comments from CDPHE, Xcel, and Environmental Health all indicated no issues with the proposal. Comments from the Colorado Forest Service note that a Wildfire Mitigation Plan will not be required, but that additional review will be needed to develop specific recommendations to address wildfire hazard mitigation and/or forest

health needs for the property.” Staff has included this review as a condition of approval. Comments from Site Dev/Public Works focus on access control (stop signs), parking blocks, and establishing and maintaining the required “clear zone” per County regulations. Staff has included suggested conditions of approval covering these requirements.

### **PUBLIC NOTICE AND COMMENT**

Legal notice was published in the Clear Creek Courant on November 27, 2025. Adjacent Property owners were mailed notice on November 21, 2025. Signs were posted on the subject property on December 2, 2025. No public comments were submitted at the time of publication of this Staff report.

### **CRITERIA FOR APPROVAL**

In accordance with the Clear Creek County Zoning Regulations, Special Use Permits will be allowed only if the proposed use meets the criteria for approval in Section 1202.5.7. The applicant has provided a narrative responding to each of the criteria, found in the application packet in Exhibit A. Staff has provided responses to each of the criteria below:

1. *The proposed use will comply with the zoning requirements of the district in which the use is to be established, and will also comply with all other applicable requirements.*

The Commercial – One (C-1) zoning district allows for “Public or private parking Lots without an existing permitted principal use” (2202.8.15), “Minor structures without an existing permitted principal use” (2202.8.14), and “Seasonal temporary uses of land, not to exceed six (6) months” (2202.8.2) with a Special Use Permit.

2. *The use is in harmony with the character of the neighborhood and compatible with the surrounding area.*

The proposal for the parking lot makes use of the parking lot that already exists, with a smaller footprint than what has historically existed, as noted in the Applicant narrative. The small accessory structure proposed on the south end of the site is minor in nature and will be seasonal, so impacts from this structure are likely to be very minimal. While the Applicant has proposed a 625 square foot structure, Staff notes that the minor structure shall not exceed 400 square feet, per the definition of Minor Structure in Section 23 of the County Zoning Regulations and has included this as a condition of approval. The area surrounding the parcel is generally characterized by undeveloped land and some residential development to the south and east of the site.

With the recommended Stipulations and Conditions in place, Planning Staff believes the request is not incompatible with the character of the surrounding area.

3. *The use will not have an undue burden on available infrastructure.*

The subject property is not proposing any water or sewage disposal systems, therefore there is not a burden on any existing water or wastewater infrastructure. Additionally, the property is accessed via Fall River Road, an existing primary county-maintained road. No undue burden on County road and bridge services is expected to occur.

4. *The use will not result in undue traffic congestion or traffic hazards.*

The applicant states that because “the parking lot has been in existence for decades, and currently solves under capacity parking issues in the area, its use will not increase undue ADT traffic up/down the 9 mile stretch on Fall River Road. The parking lot is designed to improve traffic flow and reduce congestion and illegal on-street parking. Proper entry and exit points, along with clear signage, will ensure safe ingress and egress to the lot, mitigating potential traffic hazards.”

As Staff has noted in other parking lot SUP requests, the proposal does offer the possibility of inducing additional traffic in the St. Mary’s area, as the public may increase their likelihood of visiting knowing that there are more adequate parking facilities and capacity in the area. At the same time, the lot has the potential to reduce the very traffic congestion that it potentially induces, as well as do a better job of mitigating the hazards and conflicts associated with on-street parking, particularly during peak summer months.

Currently, the lot sits mostly at or slightly below grade with Fall River Road and can be accessed at several points along the road frontage. The Applicant has proposed three access points to the site, with large rocks along the east side of the property to help delineate ingress/egress points. Signage and circulation patterns on the site plan should reduce traffic hazards.

Pedestrian safety has been addressed by a proposed walking path along the east side of the site between the rocks and the parking spaces, as well as with a condition requiring the applicant to install advanced pedestrian warning signs along Fall River Road.

While hazards and congestion can never be entirely eliminated, Staff believes that the suggested conditions of approval adequately mitigate these impacts.

5. *The use will not cause significant air, odor, water, noise, or light pollution.*

The proposed use does appear to potentially cause some air, odor, water, noise, and/or light pollution.

Staff has suggested a condition of approval that the applicant install a sign directing motorists to not leave vehicles idling to address noise, air, and odor concerns from vehicle exhaust.

Snow storage is required and shown on the proposed site plan and a BMP Permit will be required to address water runoff and pollution.

Finally, the applicant states that “the parking lot will only operate during daylight hours, so there will be no need for lighting.” To address the possibility of light pollution and mitigate the impacts of lighting to neighboring parcels, as well as to remain consistent with other parking lot approvals in the past, Staff has suggested a condition that requires motion-activated lighting that does not exceed 12 feet in height, and that is fully shielded and utilizes Dark Sky approved fixtures for any future lighting on the property. This should limit the off-site impacts from lighting as much as possible.

6. *All sanitation requirements will be met.*

The Applicant has proposed “the following sanitary and waste services, along with regular servicing, cleaning, trash removal, and restocking of sanitary supplies:

- Eight (8) portable toilets with hand sanitizer - Six (6) standard and two (2) ADA toilets.
- Six (6) bear-resistant trash receptacles.
- Three (3) pet waste station with supplied bags.

To be consistent with past parking lot approvals, staff is including the condition that the property owner install animal-proof trash containers and that the placement, maintenance, and seasonal use of the portable bathrooms be approved by the Environmental Health Department.

7. *Parking is adequately provided.*

The applicant has proposed a total of 123 parking spaces, including four (4) car accessible ADA spaces and one (1) van accessible ADA space, consistent with Section 1006.1.4.3. of the County Zoning Regulations. Per Section 1006.1.5 *Parking Index* of the County Zoning Regulations there are no parking space standards for any of the proposed uses. However, staff notes that the proposal far exceeds the minimum standards for “Retail/Service” uses, which is 4 parking spaces per 1,000 square feet of gross floor area. The proposed configuration and size of the spaces appear to conform with the parking standards in Section 1006.1.1.1. Staff also notes that, per the RDCM and comments submitted from the County Engineer, pavement will be required for the two new lots proposed at the south end of the site.

8. *Adequate buffering and screening is provided when appropriate.*

The Applicant notes that “The property is buffered by Fall River Road to the east and adjacent property lots [also owned by the applicant] and pine trees line the west boundary of the parking area. There are no residential or commercial structures within sight of the parking lot.”

The Applicant is proposing screening of the portable toilets which is consistent with previous parking lot approvals. Staff has therefore proposed a condition addressing screening. There are no additional screening requirements at this time.

9. *The use shall demonstrate compliance with the County’s Best Management Practices (BMP’s).*

The project will require a BMP Permit, submitted to and approved by the Site Development department.

10. *The use will not otherwise be detrimental to the health, safety, or welfare of the present or future inhabitants of Clear Creek County, nor inconsistent with Section 1 - Title, Authority, and Interpretation, Subsection E. Purposes, of these Regulations.*

With the suggested conditions, it does not appear that the proposal will be detrimental to the health, safety, or welfare of the present or future inhabitants of Clear Creek County. As long as these conditions remain in effect, Staff believes the proposed use is consistent with Section 1-Title, Authority, and Interpretation, Subsection E. Purposes, of the *Clear Creek County Zoning Regulations*.

**PROPOSED STIPULATIONS AND CONDITIONS**

- 1) This Special Use Permit (Permit) is approved only for:

- Public or private parking lot without an existing permitted principal use
- Minor Structure without an existing permitted principal use
- Seasonal temporary use of land, not to exceed six (6) months per calendar year

Any proposed change to the Permit as noted herein shall require an application and approval, pursuant to Section 1208 Revisions and Modifications of the County Zoning Regulations.

- 2) Within 6 months from approval of this Permit, the holder of this Permit shall meet and maintain full compliance with the stipulations and conditions set forth herein. If, after 6 months, and at any time during the life of the Permit, the Planning Department determines that the stipulations and conditions are not substantially and timely met, a hearing shall be held before the Board of County Commissioners (BOCC), with at least ten (10) days written notice of the hearing to the holder of the Permit, to determine if the Permit should be revoked due to any substantial violation of the stipulations and conditions. Written notice of any such hearing shall be provided by the Planning Department to adjacent property owners within 300 feet of the subject properties.
- 3) The holder of this Permit shall meet and maintain full compliance with all other applicable zoning regulations at all times during the life of the Permit. If the Planning Department determines that the applicable zoning regulations are not substantially and timely met, a hearing shall be held before the Board of County Commissioners (BOCC), with at least ten (10) days written notice of the hearing to the holder of the Permit, to determine if the Permit should be revoked due to any substantial violation of applicable zoning regulations. Written notice of any such hearing shall be provided by the Planning Department to adjacent property owners within 300 feet of the subject properties.
- 4) The Planning Department may verify compliance with the approved Permit at any time.
- 5) The property owner may request in writing the termination of the Permit at any time.
- 6) Pursuant to Section 2.7.4 of the Roadway Design and Construction Manual, the property owner shall maintain a minimum 10-foot "clear zone" at all times between the edge of the traveled way for Fall River Road and any fixed above grade obstructions. No parking within the clear zone shall be permitted. Prior to any work within the road right-of-way and/or clear zone associated with Fall River Road, an approved Right-of-Way Permit shall be obtained from the Road & Bridge Department.
- 7) In addition to stop signs at the entrance/exit on the Site Plan, advanced warning signs for pedestrians shall be placed for both directions of travel on Fall River Road in the vicinity of the parking area. Prior to the placement of signage within the road right-of-way, an approved Right-of-Way Permit shall be obtained from the Road & Bridge Department.
- 8) The property owner shall install a minimum of five (5) signs directing patrons of the parking lot to refrain from idling vehicles for prolonged periods of time.
- 9) The property owner shall install parking blocks, signage and/or other controls to delineate approved parking spaces.

- 10) Lighting on the property shall not exceed 12 feet in height, shall be fully shielded, shall be motion activated, and shall utilize Dark Sky approved lighting fixtures.
- 11) There shall be no additional signage on the premises or off, or within the County Right of Way, other than what is shown on the approved Site Plan and required and/or approved in this Permit. All signage must conform with Section 1005 of the County Zoning Regulations.
- 12) The minor structure shall not exceed 400 square feet, per the definition of Minor Structure in Section 23 of the County Zoning Regulations. The minor structure that hosts the retail use shall be seasonal in nature, operational for no more than 6 months total during the calendar year.
- 13) The property owner shall install and maintain a minimum of eight (8) portable sanitary toilets as depicted on the Site Plan, as permitted by the County Environmental Health Department. A plan for servicing and maintaining the toilet(s) shall be established with and approved by the Environmental Health Department. Adequate screening shall be provided for the portable toilets as approved by the Planning Manager. At any such time the parking lot is abandoned or ceases to exist, the portable sanitary toilets shall be removed from the property.
- 14) The property owner shall provide a minimum of six (6) trash receptacles and three (3) pet waste stations on the site and all refuse shall be stored in animal-proof containers and/or made unavailable to all domestic and wild animals.
- 15) The Applicant shall submit an application to the Colorado State Forest Service to provide further review and/or visit the site to develop specific recommendations to address wildfire hazard mitigation and/or forest health needs for the property and shall submit any additional comments from the Agency to the Planning Department.
- 16) The restrictions herein set forth are binding upon all owners and respective successors-in-interest and run with the land.
- 17) To the extent that applicable state or federal rules, regulations, codes, ordinances, or laws are more restrictive than the stipulations and conditions contained herein, such applicable regulations shall supersede and govern at all times.

#### **STAFF CONCLUSIONS AND RECOMMENDATION**

It appears that the proposal is in conformance with the Criteria for Approval of a Special Use Permit, and Staff would recommend approval of the Special Use Permit with the stipulations and conditions as written. Please see the attached draft Resolution for Approval.

#### ***Exhibits:***

- A. Application and submittal materials
- B. List of Agency Referrals
- C. Agency Comments Received
- D. Planning Commission Resolution 25-09

SPECIAL USE PERMIT APPLICATION

Application Fee: \$1500.00

CLEAR CREEK COUNTY PLANNING DEPARTMENT
Post Office Box 2000 / Georgetown, Colorado 80444
Phone (303) 679-2436 / FAX (303) 569-1103

APPLICANT(S) Clear Creek Development Limited Liability Corporation

MAILING ADDRESS 600 17th Street 2800

CITY Denver STATE CO ZIP 80202

EMAIL ADDRESS clearcreekdevelopmentllc@gmail.com

HOME PHONE 303-521-3601 WORK PHONE 303-521-3601

OWNER(S) WILLIAMS FORK VALLEY RANCH LLC

MAILING ADDRESS 102 NORTH CASCADE AVENUESUITE 400

CITY Colorado Springs STATE CO ZIP 80903

EMAIL ADDRESS

HOME PHONE WORK PHONE

LEGAL DESCRIPTION OF PROPERTY See below
1/4 Section & Section-Township-Range or Subdivision-Lot & Block

CURRENT ZONING C-1 TOTAL ACREAGE 1.3

PROPOSED TERM OF PERMIT PERMENANT PARCEL# 170735300201

DESCRIBE SPECIAL USE REQUESTED Legal Description: MINE: NEBRASKA PLACER - 2079 4.88 ACRESPT UFR 2-3-74 MINE: LINCOLN PLACER - 2080 65.48 ACRES2-3-74 PART UFR 391/116-122

This parking lot has served recreational visitors to the area for the last 12 years. This application seeks to comply with country regulations for the continued operation as a parking lot. This application seeks approval to develop (1) parking lot,, (2) add a minor structure without an existing permitted principal use, and (3) provide seasonal temporary uses of land, not to exceed six (6) months for selling needed hiker retail vending services such as pre-packaged food, beverages, and warm clothing (e.g. sweatshirts and hoodies) from May - October.

DESCRIBE HISTORY OF PROPERTY / REASON FOR REQUEST

This parking lot previously served as a public recreational parking lot for the St Mary's Ski Resort in the 1980's. The parking lot was reopened in 2012 in response to the increased use by recreational hikers of the St. Mary's Glacier Trail. This application seeks to comply with country regulations for the continued operation as a parking lot. As an existing parking lot, with 123 parking spaces, it has and will continue to alleviate under capacity parking issues in the area as recreational demand has increased over recent years. It's continued operation reduces traffic congestion and illegal on-street parking, increases pedestrian safety to and from the trailhead, improves overall accessibility, and contributes positively to the health, safety, and welfare of the community.

APPLICANT(S) Michael Soucie DATE 09/24/2025

OWNER(S) SCORVY AS THE GRACE GSI EXEMPT TRUST, MANAGER DATE 07/03/2025

I (we) do hereby certify that information contained in or presented in connection with this Special Use Permit application is true and accurate to the best of my (our) knowledge and belief. I (we) do hereby further agree to abide by the agreements, conditions and stipulations that are a part of this request.

## **SPECIAL USE PERMIT DETAILS, NARRATIVE, AND CRITERIA SATISFACTION**

**ALLOWABLE ZONING PERMIT REQUEST:** (1) Special Use Permit on existing Commercial District One (C-1) zoned lots, (2) Seasonal temporary uses of land, not to exceed six (6) months, for permitted retail sales, and (3) Minor Structure without an existing permitted principal use (to be used for seasonal retail sales).

**USE:** Private Parking Lot and Seasonal Retail Vending Area

**LOCATION:** 8821 Fall River Road, PT NEBRASKA/LINCOLN PLACERS, Idaho Springs, Clear Creek County, Colorado, 80452

**PARCEL NUMBERS:** Parcel Number 1707-35-300-201

**APPLICANTS/OWNER:** CLEAR CREEK DEVELOPMENT LLC / WILLIAMS FORK VALLEY RANCH LLC

**ZONING:** COMMERCIAL C-1

### **Square Footage**

Total proposed square footage of the subject property is approximately 1.3 acres to be used for parking area

### **NARRATIVE**

This parking lot previously served as a public recreational parking lot for the St Mary's Ski Resort in the 1980's. The parking lot was reopened in 2012 in response to the increased use by recreational hikers of the St. Mary's Glacier Trail.

This application seeks Special Use approval necessary to comply with county regulations for the continued operation as a private parking lot. This application also seeks seasonal temporary uses of land (not to exceed six months), and approval of a minor structure (without an existing permitted principal use) for selling needed hiker retail vending services such as pre-packaged food, beverages, and warm clothing (e.g. sweatshirts and hoodies) from May - October.

This application seeks to comply with country regulations for the continued operation as a parking lot. As an existing parking lot, with 123 parking spaces, it has and will continue to alleviate under capacity parking issues in the area as recreational demand has increased over recent years. Its continued operation reduces traffic congestion and illegal on-street parking, increases pedestrian safety to and from the trailhead, improves overall accessibility, and contributes positively to the health, safety, and welfare of the community.

## **CRITERIA SATISFACTION**

### **1. The proposed use will comply with the zoning requirements of the district in which the use is to be established, and will also comply with all other applicable requirements;**

The subject property is zoned COMMERCIAL ONE DISTRICT (C-1), where a private parking lot is an allowable use with a Special Use Permit (reg 2202.8.15.). This application also requests the approval of (2) Seasonal temporary uses of land, not to exceed six (6) months, for selling needed hiker retail vending services such as pre-packaged food, beverages, and warm clothing from May - October (reg 2202.8.2. special use permit), and for a (3) Minor Structure without an existing permitted principal use (reg 2202.7.5 as a permitted use & 2202.8.14 with a special use permit), which is for the existing 25' x 25' (625 sqft) garage structure, to be used for seasonal retail sales.

The proposed parking area will adhere to zoning regulations set forth in Section 22 2202 Commercial One District (C-1), Section 10 DEVELOPMENT STANDARDS, and follow the county's ROADWAY DESIGN and CONSTRUCTION MANUAL for signs, parking lot striping, and space dimensions pursuant to Section 4.7.4.H, referenced in diagram in Figure 17 for standard and ADA spaces. All development activities will be designed and implemented to meet applicable county standards and ensure compliance with the updated zoning and land use requirements.

### **2. The use is in harmony with the character of the neighborhood and compatible with the surrounding area;**

Since the parking lot previously served as a public recreational parking lot for the St Mary's Ski Resort in the 1980's, the lot will have a similar footprint as it has operated in the past. Therefore, the use will stay in harmony with the character of the existing neighborhood and landscape, while providing needed services by recreational users.

### **3. The use will not have an undue burden on available infrastructure;**

The proposed use will not place undue burden on existing infrastructure. Access to the parking lot will be provided from Fall River Road. No infrastructure changes are needed and the same entry and exit plan will be used as in the past.

### **4. The use will not result in undue traffic congestion or traffic hazards;**

Since the parking lot has been in existence for decades, and currently solves under capacity parking issues in the area, its use will not increase undue ADT traffic up/down the 9 mile stretch on Fall River Road. Proper entry and exit points, along with clear signage, will ensure safe ingress and egress to the lot, mitigating potential traffic hazards

### **5. The use will not cause significant air, odor, water, noise, or light pollution;**

The proposed parking lot will not cause any significant changes to environmental factors. The parking lot will only operate during daylight hours, so there will be no need for lighting.

**6. All sanitation requirements will be met;**

The property parking lot will be equipped with the following sanitary and waste services, along with regular servicing, cleaning, trash removal, and restocking of sanitary supplies.

- Eight (8) portable toilets with hand sanitizer. Six (6) standard and two (2) ADA toilets.
- Six (6) bear-resistant trash receptacles
- Three (3) pet waste station with supplied bags

**7. Parking is adequately provided;**

The proposed parking lot has and will continue to alleviate parking shortages caused by increased recreational demand in the area. The parking lot aims to reduce traffic congestion and illegal and unsafe parking along Fall River Road and adjacent county roads, while increasing safety of pedestrians walking to and from trailhead.

**8. Adequate buffering and screening is provided, when appropriate;**

The property is buffered by Fall River Road to the east and adjacent property lots (also owned by the applicant) and pine trees line the west boundary of the parking area. There are no residential or commercial structures within sight of the parking lot.

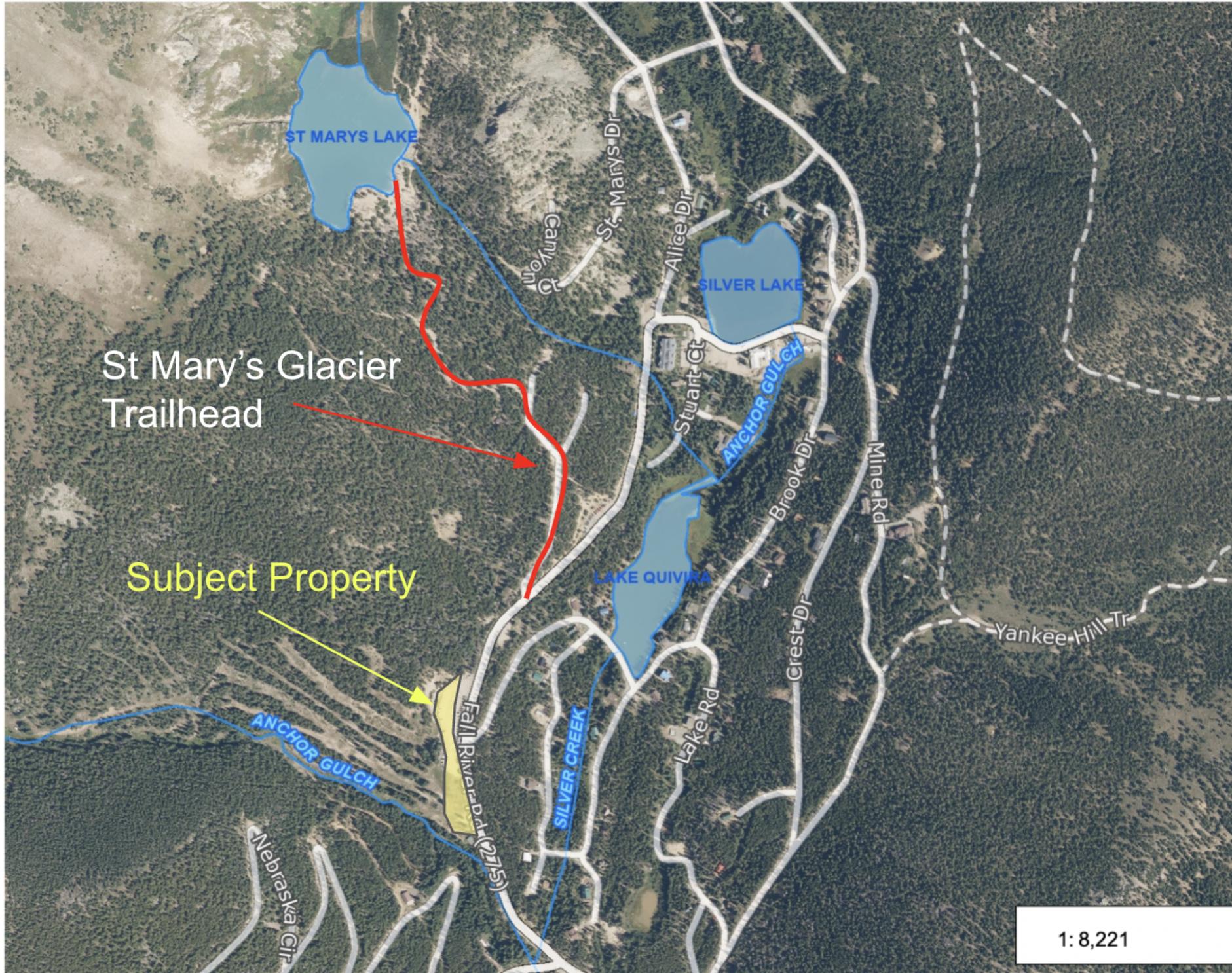
**9. The use shall demonstrate compliance with the County's Best Management Practices (BMP's).**

The project will follow Clear Creek County's BMPs and measures to minimize environmental impact.

**10. The use will not otherwise be detrimental to the health, safety, or welfare of the present or future inhabitants of Clear Creek County, nor inconsistent with Section 1 - Title, Authority, and Interpretation, Subsection E. Purposes, of these Regulations.**

The parking lot has and will continue to alleviate under capacity parking issues by increasing available parking capacity. The continued use as a parking lot will improve overall accessibility, contributing positively to the health, safety, and welfare of the community.

# Location Map - Subject Property and Hiking Trail



### Legend

- Roads (1 inch = 800 feet)
- HIGHWAY
  - MAJOR ARTERIAL
  - COLLECTOR
  - LOCAL
  - SERVICE
  - 4WD
  - Streams
  - Lakes

1: 8,221

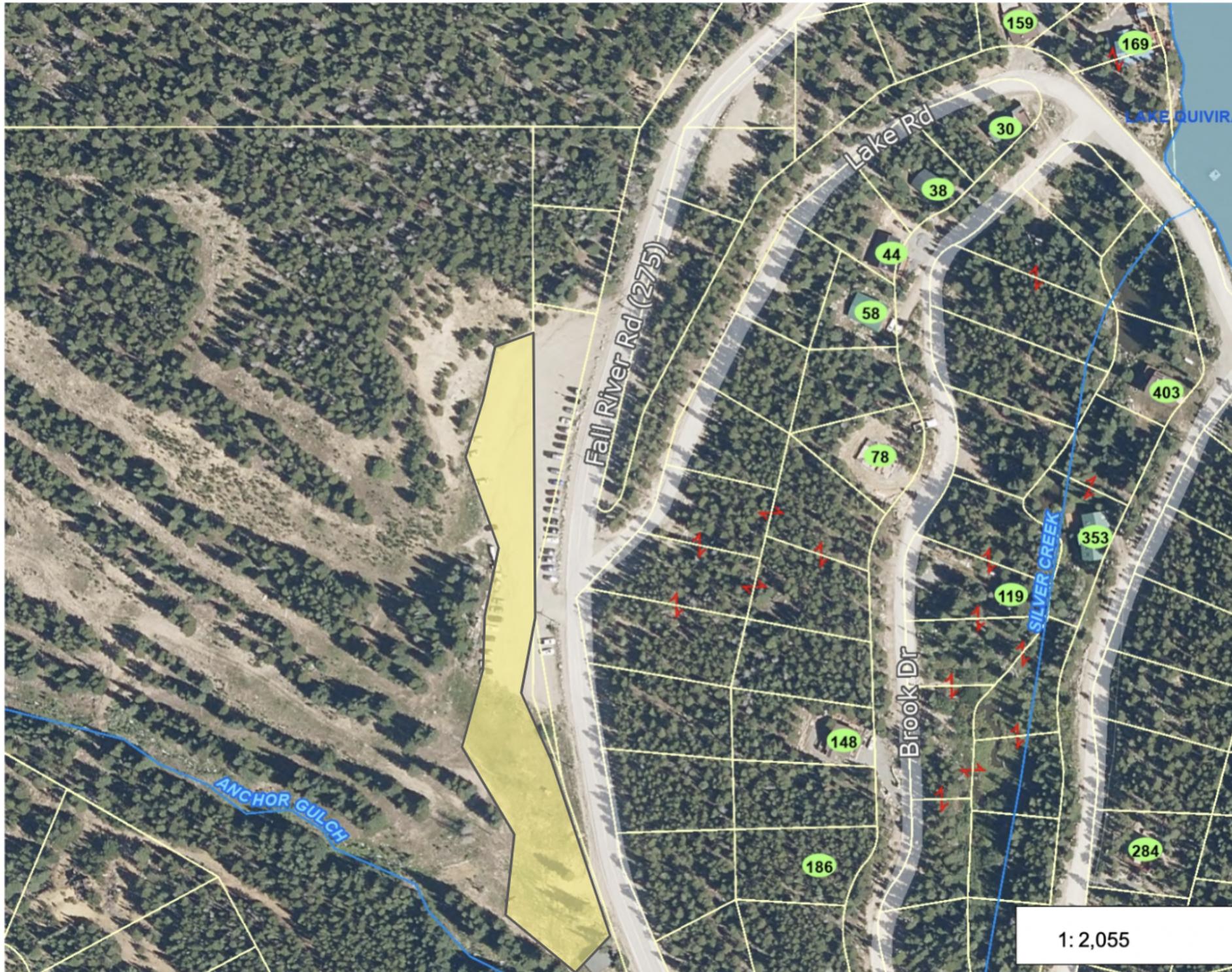
1,370.1 0 685.07 1,370.1 Feet

NAD\_1983\_2011\_StatePlane\_Colorado\_Central\_FIPS\_0502\_Ft\_US  
Map Created: March 14, 2025

This map is a visual representation generated from an Internet Mapping site, Do not use for legal, construction, survey or real estate transaction purposes. This map is not survey accurate and may not comply with National Mapping Accuracy Standards. This map may or may not be accurate, current or otherwise reliable. The presence of a road feature on the map does not imply the existence of public access or ownership.

### Notes

# Subject Property - 8821 Fall River Road



### Legend

- Address
- Roads (1 inch = 200 feet)
  - HIGHWAY
  - MAJOR ARTERIAL
  - COLLECTOR
  - LOCAL
  - SERVICE
  - 4WD
- Streams
- Lakes
- Towns (zoomed in)
- Parcels
- Tie Bar
  - Combination of Lots
  - Common Owner

1: 2,055

342.5 0 171.27 342.5 Feet

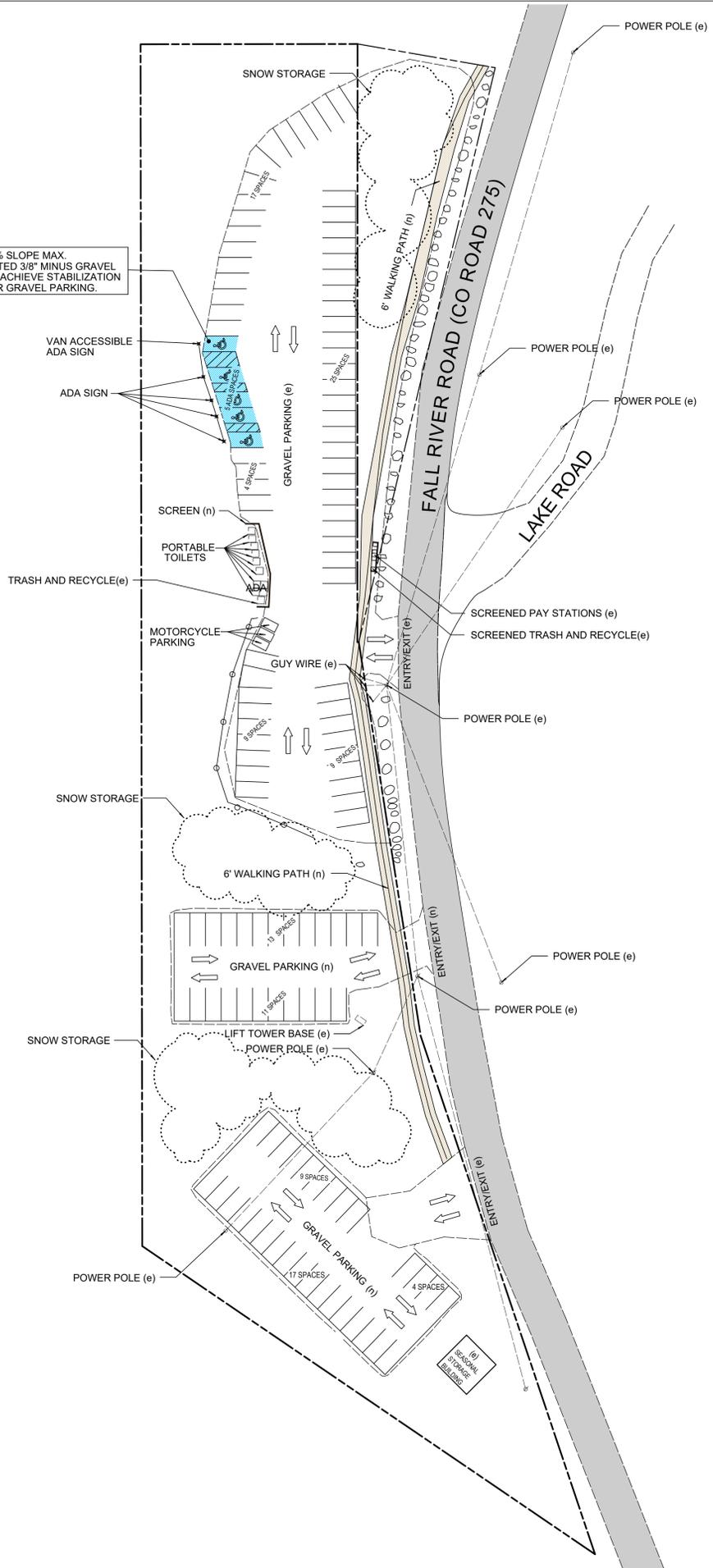
NAD\_1983\_2011\_StatePlane\_Colorado\_Central\_FIPS\_0502\_Ft\_US  
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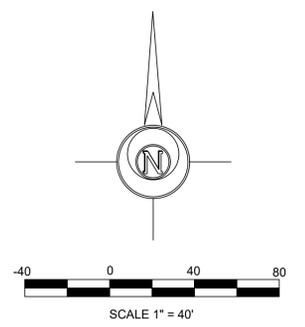
### Notes

GRADE ADA AREA TO 2.0% SLOPE MAX. STABILIZE WITH COMPACTED 3/8" MINUS GRAVEL OR PLACE PAVEMENT TO ACHIEVE STABILIZATION PER ADA GUIDELINES FOR GRAVEL PARKING.

**TOTAL PARKING:**  
 118 STANDARD SPACES  
 5 ADA SPACES  
 3 MOTORCYCLE SPACES



**NOT FOR CONSTRUCTION**



# ARCHITECTURAL SITE PLAN

**LEGEND:**

(e)	EXISTING	-x-x-x-	FENCE LINE
(n)	NEW	⊕	FIRE HYDRANT
x:125.34	SPOT ELEVATION (@ x)	⊙	SAN MANHOLE
+/-	MORE OR LESS	⊗	POWER POLE
-xxx-	UTILITY LINE OR PIPE	⊗	VALVE
		[FOV]	FIBER OPTIC VAULT
W	WATER		
GAS	GAS		
SAN	SANITARY SEWER		
ST	STORM SEWER		
FIB	FIBER OPTIC		
UGE/T	UNDERGROUND ELEC. / TEL.		
OHE/T	OVERHEAD ELEC. / TEL.		
CATV	CABLE TELEVISION		

**EXISTING UTILITIES NOTE:**  
 THE LOCATIONS OF THE EXISTING UTILITIES SHOWN HEREON ARE APPROXIMATE. THEY HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND/OR RECORDS. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ANY EXISTING UTILITIES (SHOWN OR NOT SHOWN) ARE NOT DAMAGED DURING CONSTRUCTION. IOWA ONE-CALL (1-800-292-6999).

**NOTE:**  
 THIS DRAWING IS BEING MADE AVAILABLE BY PELDS DESIGN SERVICES (P.D.S.) FOR USE ON THIS PROJECT IN ACCORDANCE WITH P.D.S.'S AGREEMENT FOR PROFESSIONAL SERVICES. P.D.S. ASSUMES NO RESPONSIBILITY OR LIABILITY (CONSEQUENTIAL OR OTHERWISE) FOR ANY USE OF THESE DRAWINGS (OR ANY PART THEREOF) EXCEPT IN ACCORDANCE WITH THE TERMS OF SAID AGREEMENT.



2323 Dixon Street, Des Moines, Iowa 50316 | PO Box 4626, Des Moines, Iowa 50305 | Ph: 515 265 8196

**CLEAR CREEK DEVELOPMENT, LLC**  
 8821 FALL RIVER ROAD, IDAHO SPRING  
 CLEAR CREEK COUNTY, COLORADO, 80452

PROJECT NO. N/A		REVISIONS	
COPYRIGHT DATE: 09-23-2025	DRAWN BY: VLP	SCALE: 1" = 40'	DATE: 09-23-2025
FILE PATH: S:\AQ			DRAWING NO: 25-131

After Recording Return to:  
Grand Creek, LLC

1550 17th St.  
Denver, CO 80202

236225 11/17/2005 04:08P B743 P118 WD  
1 of 6 R 43.00 D 165.00 N 0.00 CLEAR CREEK CO

**WARRANTY DEED**

This Deed, made October 26, 2005

Between **Iran Emeson Also Known As Iran M. Emeson and Joan Emeson Also Known As Joan N. Emeson and Silver Mountain Associates, LLLP, which took title as Silver Mountain Associates, A Colorado Limited Partnership** of the County Clear Creek, State of COLORADO, grantor(s) and **Grand Creek, LLC, A Colorado Limited Liability Company, as Tenants In Common** whose legal address is 1550 17th St., Denver, CO 80202, County of Clear Creek, and State of COLORADO, grantee.

WITNESS, That the grantor, for and in the consideration of the sum of **One Million Six Hundred Fifty Thousand and no/100 (\$1,650,000.00)** the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Clear Creek, State of COLORADO described as follows:

See Exhibit B attached hereto and made a part hereof.

also known by street and number as **8821 Fall River Road, Idaho Springs, CO 80452**

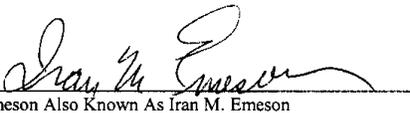
**TOGETHER** with all and singular hereditaments and appurtenances, thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

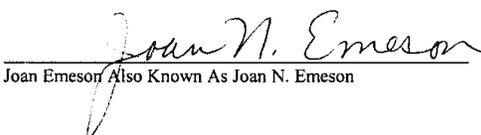
**TO HAVE AND TO HOLD** said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature so ever, **except for taxes for the current year, a lien but not yet due and payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8a (Title Review) of the contract dated January 28, 2005, between the parties.**

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

**SELLERS:**

  
Iran Emeson Also Known As Iran M. Emeson

  
Joan Emeson Also Known As Joan N. Emeson

Silver Mountain Associates, LLLP  
By: St. Mary's Glacier Co., a dissolved Colorado corporation,  
general partner

  
By: Iran Emeson, President

State Documentary Fee  
Date 11-17-05  
\$ 165.00

STATE OF COLORADO  
COUNTY OF Boulder

}ss:

The foregoing instrument was acknowledged, subscribed and sworn to before me **October 26, 2005** by **Iran Emeson Also Known As Iran M. Emeson and Joan Emeson Also Known As Joan N. Emeson and Silver Mountain Associates, LLLP** by **St. Mary's Glacier Co., a dissolved Colorado corporation as general partner** by **Iran Emeson as President**.  
Witness my hand and official seal.



My Commission Expires 5/12/2009

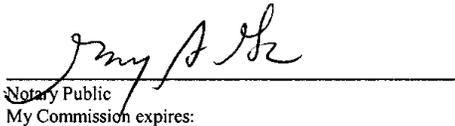
  
Notary Public  
My Commission expires:

Exhibit B

EXHIBIT A TO SCHEDULE A

PARCEL 1:

The ANNA DERBY, FRED LAMONT, LACE RUFFLE, MAYFLOWER, EVA, A. W. MITCHELL, JULIET STEUART, MARY C. STEUART, REBECCA R. STEUART, HELENA, BONANZA KING, EUCALYPTUS, DRUM MAJOR, COMMONER, PURITAN NO. 1, PURITAN NO. 2, PURITAN NO. 3, PURITAN NO. 4, PURITAN NO. 5, PURITAN NO. 6, PURITAN NO. 7, PURITAN NO. 8, PURITAN NO. 10, PURITAN NO. 12, PURITAN NO. 13, PURITAN NO. 14, PURITAN NO. 15, PURITAN NO. 16, PURITAN NO. 18, PURITAN NO. 20, PURITAN NO. 22, PURITAN NO. 23, PURITAN NO. 24, PURITAN NO. 25, PURITAN NO. 26, PURITAN NO. 27, PURITAN NO. 29, and PURITAN NO. 31 Lode Mining claims, all being U. S. Survey no. 18784, as described in the United States Patent recorded October 4, 1910, in Book 142 at Page 492; and

The ALICE DOROTHY STEUART Lode Mining Claim, U. S. Mineral Survey No. 18784, as described in said United States Patent recorded October 4, 1910, in Book 142 at Page 492; EXCEPT that portion thereof lying North and East of Line 2-3 of the Helena Lode Mining Claim, U. S. Survey No. 18784, as excepted in Deed recorded October 20, 1960, in Book 268 at Page 162; and

The H. T. IRVINE, BLANCHE NORTON AND ALICE BANNISTER Lode Mining Claims, all being U. S. Mineral Survey No. 18784, as described in said United States Patent recorded October 4, 1910, in Book 142 at Page 492, EXCEPT that portion lying North and East of a line extending from Corner No. 3 of said Helena Lode Mining Claim, passing through the North and East end line of the Vigilante Lode Mining Claim (unpatented) extended to Line 5-6 of the said H. T. Irvine Lode Mining Claim, as excepted in Deed recorded October 20, 1960, in Book 268 at Page 162,

EXCEPTING AND EXCLUDING from all the above any portion thereof embraced in Mining Claims of Surveys Nos. 13700, 13768 and 13773; the Champion and Orafina Lode Claims, Survey No. 14512; the Niagra, Gang, Rockledge, Fanny, Curlew, Great Divide Extension, Meteor, Harvey Preston, Great Divide, Britannia and America Lode Claims, unsurveyed; and the Vigilant Lode Claim, unsurveyed, exclusive of its conflict with Tract B, described as follows: Beginning at a point on North side line of said Vigilant Lode Claim, from which the Northeast corner bears N 72°30' E 524 feet distant, and Corner No. 2 of said H. T. Irvine Lode Claim bears N 53°01' W 129.5 feet distant; thence S 17°30' E 25 feet; thence S 72°30' W 25 feet; thence N 17°30' W 19.1 feet; thence N 49°45' E 15.27 feet; thence N 72°30' E 10.92 feet to the place of beginning, as excepted and excluded in said United States Patent recorded October 4, 1910, in Book 142 at Page 492;

and

The PURITAN LODE Mining Claim, U. S. Survey No. 13773, as described in the United States Patent recorded February 7, 1902, in Book 158 at page 3, EXCEPT that portion lying North and East of Line 2-3 of said Helena Lode Mining Claim, as excepted in Deed recorded October 20, 1960, in Book 268 at Page 162;

and

The CHAMBERLIN LODE Mining Claim, sometimes referred to as the Chamberlain Lode, U. S. Survey No. 13700, as described in the United States Patent recorded February 25, 1908, in Book 174 at Page 73, EXCEPTING AND EXCLUDING therefrom any portion thereof embraced in the Miss Dividends Lode Claim, unsurveyed, as excepted and excluded in said United States Patent recorded February 25, 1908, in Book 174 at Page 73;

and

The MISS DIVIDENDS LODE Mining Claim, U. S. Survey No. 13768, as described in the United States Patent recorded April 3, 1902, in Book 158 at Page 5;

EXCEPTING from all of the above claims all mineral and mineral rights, together with the right to mine the same and to extract and remove minerals, provided that said mining operations do not interfere with the use of the surface of said property for skiing purposes, as excepted and reserved in Deed recorded October 20, 1960, in Book 268 at Page 162, and in Deed recorded September 20, 1979, in Book 391 at Page 116,

County of Clear Creek, State of Colorado.

PARCEL 2:

A portion of the NEBRASKA PLACER Mining Claim, U. S. Survey No. 2079, and a portion of the LINCOLN PLACER Mining Claim, U. S. Survey No. 2080, described as follows:  
Commencing at Corner No. 4 of said Lincoln Placer, U. S. Survey No. 2080; thence N 0°02'20" W, along Line 4-5 of said Lincoln Placer, 705.00 feet to the Point of Beginning, said corner being Boundary Corner No. 6 of St. Mary's Subdivision, Unit 6; thence continuing along the aforementioned course N 0°02'20" W, 1780.93 feet to Corner No. 5 of said Lincoln Placer; thence S 89°59'28" E and along Line 5-6 of said Lincoln Placer, 3001.19 feet to the Northwest corner of Winterland Subdivision, Unit 1; thence S 0°02'00" W, and along the West line of said subdivision, 660.42 feet to a point of intersection with Line 1-2 of said Lincoln Placer; thence S 18°37'51" W, and along said West line of said subdivision, 611.98 feet to Boundary Corner No. 5 of St. Mary's Subdivision, Unit 6; thence following six courses along the Northerly boundary line of said St. Mary's Subdivision, Unit 6;

1. W 67°00'00" W, 175.840 feet;
2. Thence on an angle to the right of 90°00'00" and along a curve to the left having a radius of 55.00 feet, a central angle of 180°00'00", 172.79 feet;
3. Thence N 67°00'00" W, 212.42 feet;
4. Thence N 27°30'00" W, 209.34 feet;
5. Thence N 59°57'30" W, 404.00 feet to a point on Line 1-2 of said Lincoln Placer;
6. Thence N 89°58'31" W and along said Line 1-2 of said Lincoln Placer and along said Northerly boundary lines of said St. Mary's Subdivision, Unit 6, 173.42 feet to Corner No. 7 of said Nebraska Placer, U. S. Survey No. 2079;

Thence continuing along the aforementioned course and along Line 1-2 of said Lincoln Placer, U. S. Survey No. 2080, N 89°58'31" W, 1193.35 feet to Corner No. 2 of said Lincoln Placer; thence S 14°07'49" W and along Line 2-3 of said Lincoln Placer, 1158.43 feet to Boundary Corner No. 7 of St. Mary's Subdivision, Unit 6; thence West and along the Northerly boundary line of said subdivision, 640.51 feet to the Point of Beginning, TOGETHER WITH a parcel of land being a portion of the Nebraska Placer, U. S. Survey No. 2079, more particularly described as follows: Commencing at Corner No. 7 of said Nebraska Placer, U. S. Survey No. 2079; thence S 49°20'34" W and along Line 6-7 of said Nebraska Placer, 406.81 feet to the Point of Beginning, said point being Boundary Corner No. 1 of St. Mary's Subdivision, Unit 6; thence continuing along the aforementioned course, S 49°20'34" W, 1422.34 feet to Boundary Corner No. 8 of St. Mary's Subdivision, Unit 6; thence S 88°50'00" E, and along the North line of said subdivision, 201.25 feet to Boundary Corner No. 7 of St. Mary's Subdivision, Unit 5; thence along the following four courses along the Northwesterly boundary line of Resubdivision of St. Mary's Subdivision, Unit 5,

1. S 88°50'00" E, 247.48 feet;
2. Thence N 49°20'34" E, 856.99 feet;
3. Thence N 43°00'00" E, 61.94 feet
4. Thence North, 159.29 feet to Boundary Corner No. 2 of said Resubdivision of St. Mary's Subdivision, Unit 5;

Thence North, 100.71 feet to the Southwest corner of Lot 886 of St. Mary's Subdivision, Unit 6; thence N 40°39'26" W, and along the Westerly line of said Lot 886, 95.15 feet to the Point of Beginning, EXCEPT the following described property:



236225 11/17/2005 04:08P B743 P120 WD  
3 of 6 R 43.00 D 165.00 N 0.00 CLEAR CREEK CO

Beginning at Corner No. 5 of St. Mary's Subdivision, Unit 6; thence N 18°37'51" W, 130 feet; thence S 89°06'36" W, 128.54 feet; thence on an angle to the left of 90° and along a curve to the right having a radius of 55.00 feet, a central angle of 180° an arc distance of 60 feet; thence S 67°00'00" E, 175.84 feet to the Point of Beginning, County of Clear Creek, State of Colorado.

PARCEL 3:

Lot 92 and the Northeasterly portion of Lot 91, described in and conveyed by Deed recorded in Book 322, at Page 198, Winterland Subdivision, Unit 1, County of Clear Creek, State of Colorado.

PARCEL 5:

A part of the NEBRASKA PLACER, U. S. Survey No. 2079, and part of the LINCOLN PLACER, U. S. Survey No. 2080, described as follows:

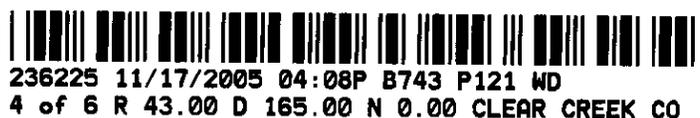
Beginning at a point on the Southwesterly line of Winterland Subdivision, Unit 1, said point being 130.00 feet Northwesterly from the Northeast corner of Lot 902 of St. Mary's Subdivision, Unit 6; thence N 18°37'51" W, and along the Southwesterly line of said Winterland Subdivision, Unit 1, 481.98 feet; thence N 00°02'00" E, and along the West line of said Winterland Subdivision, Unit 1, 660.42 feet to a point on the 5-6 line the Lincoln Placer; thence N 89°59'28" W, and along the said 5-6 line of the Lincoln Placer, 200.00 feet; thence S 00°02'00" W and parallel to the West line of said Winterland Subdivision, Unit 1, 583.58 feet; thence S 30°02'30" W, 319.29 feet; thence S 27°30'00" E, 209.34 feet; thence S 67°00'00" E, 212.42 feet; thence on an angle to the left of 90°00'00" and along a curve to the right having a radius of 55.00 feet, a central angle of 137°29'44", an arc distance of 112.79 feet; thence S 89°06'36" E, 128.54 feet to the Point of Beginning, County of Clear Creek, State of Colorado.

PARCEL 8:

Mineral rights only for the following:

The ANNA DERBY, FRED LAMONT, LACE RUFFLE, MAYFLOWER, EVA, A. W. MITCHELL, JULIET STEUART, MARY C. STEUART, REBECCA R. STEUART, HELENA, BONANZA KING, EUCALYPTUS, DRUM MAJOR, COMMONER, PURITAN NO. 1, PURITAN NO. 2, PURITAN NO. 3, PURITAN NO. 4, PURITAN NO. 5, PURITAN NO. 6, PURITAN NO. 7, PURITAN NO. 8, PURITAN NO. 10, PURITAN NO. 12, PURITAN NO. 13, PURITAN NO. 14, PURITAN NO. 15, PURITAN NO. 16, PURITAN NO. 18, PURITAN NO. 20, PURITAN NO. 22, PURITAN NO. 23, PURITAN NO. 24, PURITAN NO. 25, PURITAN NO. 26, PURITAN NO. 27, PURITAN NO. 29, PURITAN NO. 31, ALICE DOROTHY STEUART, H. T. IRVINE, BLANCHE NORTON and ALICE BANNISTER Lode Mining claims, all being U. S. Survey No. 18784, as described in the United States Patent recorded October 4, 1910, in Book 142 at Page 492; EXCEPTING AND EXCLUDING from all the above any portion thereof embraced in Mining Claims of Surveys Nos. 13700, 13768 and 13773; the Champion and Orafina Lode Claims, Survey No. 14512; the Niagra, Gang, Rockledge, Fanny, Curlew, Great Divide Extension, Meteor, Harvey Preston, Great Divide, Britannia and America Lode Claims, unsurveyed; and the Vigilant Lode Claim, unsurveyed, exclusive of its conflict with Tract B, described as follows: Beginning at a point on North side line of said Vigilant Lode Claim, from which the Northeast corner bears N 72°30' E 524 feet distant, and Corner No. 2 of said H. T. Irvine Lode Claim bears N 53°01' W 129.5 feet distant; thence S 17°30' E 25 feet; thence S 72°30' W 25 feet; thence N 17°30' W 19.1 feet; thence N 49°45' E 15.27 feet; thence N 72°30' E 10.92 feet to the place of beginning, as excepted and excluded in said United States Patent recorded October 4, 1910, in Book 142 at Page 492;

and



The PURITAN LODE Mining Claim, U. S. Survey No. 13773, as described in the United States Patent recorded February 7, 1902, in Book 158 at Page 3;

and

The CHAMBERLIN LODE Mining Claim, sometimes referred to as the Chamberlain Lode, U. S. Survey No. 13700, as described in the United states Patent recorded February 25, 1908, in Book 174 at Page 73, EXCEPTING AND EXCLUDING therefrom any portion thereof embraced in the Miss Dividends Lode Claim, unsurveyed, as excepted and excluded in said United States Patent recorded February 25, 1908, in Book 174 at Page 73;

and

The MISS DIVIDENDS LODE Mining Claim, U. S. Survey No. 13768, as described in the United States Patent recorded April 3, 1902, in Book 158 at Page 5;

County of Clear Creek, State of Colorado.

PARCEL 10:

Lots 93 and 94,  
Winterland Subdivision, Unit 1,  
County of Clear Creek, State of Colorado.

PARCEL 11:

Lots 887, 888, 892, 893, 894, 895, 896 and 897,  
St. Mary's Subdivision, Unit 6,  
County of Clear Creek, State of Colorado.

PARCEL 12:

Tract A,  
St. Mary's Subdivision, Unit 1,  
according to the recorded plat thereof,  
EXCEPT that portion of said Tract A described as follows: Beginning at the most Northerly corner of said Tract A; thence Southeasterly along the Northeasterly line of said Tract A and along a curve to the right having a radius of 225.00 feet, a central angle of 65°25'24", an arc distance of 256.91 feet; thence on an angle to the right of 99°29'57", 81.75 feet to a point of intersection with the Southwesterly line of said Tract A; thence on an angle to the right of 75°09'44" and along said Southwesterly line and along a curve to the left having a radius of 145.00 feet, a central angle of 26°30'41", and arc distance of 67.09 feet to a point of tangent; thence along said Southwesterly line and along said tangent 45.27 feet to a point of curve; thence along said Southwesterly line and along a curve to the right having a radius of 95.00 feet, a central angle of 56°25'36", an arc distance of 93.56 feet to the True Point of Beginning,  
County of Clear Creek, State of Colorado.

PARCEL 16:

A tract of land surrounded entirely by M. S. 19240 A, William Irvin Lode; M. S. 18784, Eucalyptus Lode; M. S. 14512, Champion Lode; and M. S. 2080 A Am., Lincoln Placer, located in the Southwest Quarter of Section 35,



236225 11/17/2005 04:08P B743 P122 WD  
5 of 6 R 43.00 D 165.00 N 0.00 CLEAR CREEK CO

Township 2 south, Range 74 West of the Sixth Principal Meridian, County of Clear Creek, State of Colorado, being more particularly described by the official mineral survey notes as follows:

Beginning at the intersection of the 2-3 Line of M. S. 18784, Eucalyptus Lode, with the 1-2 Line of M. S. 14512, Champion Lode;  
thence S, 121.4 feet along the 1-2 Line of M. S. 14512, Champion Lode, to a point of intersection with the 2-3 Line of M. S. 19240 A Am., William Irvine Lode;  
thence S 66°34' W, 10 feet, along the 2-3 Line of M. S. 19240 A Am., William Irvine Lode, to Corner No. 2 of M. S. 19240 A Am., William Irvine Lode;  
thence S 71.3 feet along the 1-2 Line of M. S. 19240 A Am., William Irvine Lode, to a point of intersection with the 5-6 Line of M. S. 2080 Am, Lincoln Placer;  
thence N 88°20' W, 255 feet along the 5-6 Line of M. S. 2080 Am, Lincoln Placer to Corner No. 4 of M. S. 18784, Eucalyptus Lode;  
thence N 54°30' E, 320 feet along the 3-4 Line of M. S. 18784, Eucalyptus Lode, to a point of intersection with the 1-2 Line of M. S. 14512, Champion Lode, also being the Point of Beginning.

PARCEL 18:

Lot 891,  
St. Mary's subdivision, Unit 6,  
County of Clear Creek,  
State of Colorado.

PARCEL 19:

The DENVER GIRL LODE Mining Claim, U. S. Survey No. 14617, as described in the United States Patent recorded April 6, 1972, in Book 331 at Page 419,  
County of Clear Creek, State of Colorado.

PARCEL 20

Tract A,  
Winterland Subdivision, Unit 1,  
County of Clear Creek,  
State of Colorado.



Colorado Secretary of State  
Date and Time: 02/05/2019 04:24 PM  
ID Number: 20061192274

Document must be filed electronically.  
Paper documents are not accepted.  
Fees & forms are subject to change.  
For more information or to print copies  
of filed documents, visit www.sos.state.co.us.

Document number: 20191113886  
Amount Paid: \$25.00

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Amendment**

filed pursuant to §7-90-301, et seq. and §7-80-209 of the Colorado Revised Statutes (C.R.S.)

1. For the entity, its ID number and entity name are

ID number 20061192274  
*(Colorado Secretary of State ID number)*  
Entity name Grand Creek Ranch LLC

2. The new entity name (if applicable) is Williams Fork Valley Ranch LLC

3. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains additional amendments or other information.

4. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

*(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)*

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_  
*(mm/dd/yyyy hour:minute am/pm)*

**Notice:**

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

5. The true name and mailing address of the individual causing the document to be delivered for filing are

Jolivet Caroleen F.  
*(Last) (First) (Middle) (Suffix)*  
102 South Tejon Street  
*(Street name and number or Post Office Box information)*  
Suite 900  
Colorado Springs CO 80903  
*(City) (State) (Postal Zip Code)*  
United States  
*(Province - if applicable) (Country - if not US)*

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).



# LANDOWNER AUTHORIZATION FORM

Documentation of signing authority is required for any property that is not titled in the name of the Owner/Applicant

Sharna L. Coors, as Trustee of the I, GCRL GST Exempt Trust, as Manager of \_\_\_\_\_, Owner or Representative of Williams Fork Valley Ranch LLC, a Colo. limited liability company(LLC, Corp., Trust, or other Owner of Record), have appointed the following individuals, contractors or representatives, my true and lawful representative(s) to act in my name and in my stead and on my behalf in connection with any action necessary to apply for the following permit(s)

Special Use Permit Application for Commercial Parking Area, Vending Area, and Minor Structure without an existing permitted principal use with respect to the following real property described as follows:

8821 Fall River Road- Parcel # 170735300201, Parcel Name PT NEBRASKA/LINCOLN PLACERS

Permitting Department: (You may select more than one)

- Site Development:** Representative: Clear Creek Development LLC- Mike Soucie
- Environmental Health:** Contractor: \_\_\_\_\_
- Building:** Contractor: \_\_\_\_\_
- Planning:** Representative: Clear Creek Planning Manager, Garrett McAllister
- Other Representative:** \_\_\_\_\_

I, as Owner/Applicant or Representative:

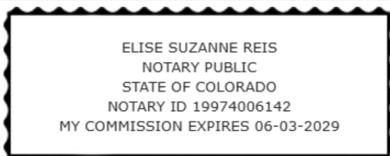
1. Understand that it is my responsibility to make sure that my designated representative is aware of and responsible for all requirements necessary to comply and complete with the afore-mentioned action.
2. Understand that any requirements placed on the property which contain restrictions or conditions which may be imposed on, and may burden, the subject property shall run with the land regardless of ownership of the property.
3. Take full responsibility for noncompliance with any requirement associated with the afore-mentioned action.

**STOP:** Wait to fill out with notary present

Sharna L. Coors Sharna L. Coors October 20, 2025  
 Signature of Owner or Representative Printed Name Date

State of Colorado )  
 )ss:  
 County of Teller )

The foregoing document was subscribed and sworn to before me this 20th day of October, 2025, by Sharna L. Coors, as Trustee of the GCRL GST Exempt Trust as Manager of Williams Fork Valley Ranch LLC, a Colorado limited liability company.



Elise Suzanne Reis  
 Notary Public  
 My commission expires: June 3, 2029

Notarized online using audio-visual technology.  
 Clear Creek County – Landowner Authorization Form

Rev: 5/9/2022

# CERTIFICATE *of* SIGNATURE

REF. NUMBER  
6W4TF-SC7D8-3SGUJ-A9NTJ

DOCUMENT NOTARIZED ONLINE USING AUDIO-VIDEO COMMUNICATION ON  
20 OCT 2025 22:01:47  
UTC

## SIGNER

## TIMESTAMP

## SIGNATURE

**SHARNA L. COORS**

EMAIL  
SCOORS@ME.COM

SENT  
20 OCT 2025 22:00:58

VIEWED  
20 OCT 2025 22:01:01

SIGNED  
20 OCT 2025 22:01:14



IP ADDRESS  
207.212.26.91

## RECIPIENT VERIFICATION

EMAIL VERIFIED  
20 OCT 2025 22:01:01

PERSONALLY KNOWN  
20 OCT 2025 22:00:23

**ELISE S. REIS**

EMAIL  
EREIS@MULLIKENLAW.COM

SENT  
20 OCT 2025 22:00:58

VIEWED  
20 OCT 2025 22:01:18

SIGNED  
20 OCT 2025 22:01:47



IP ADDRESS  
216.147.123.85

LOCATION  
DENVER, UNITED STATES

## RECIPIENT VERIFICATION

EMAIL VERIFIED  
20 OCT 2025 22:01:18



# Exhibit B

## Referral Agencies

### **CCC Engineering/Site Development**

Stoy Streepey, County Engineer  
[sstreepey@clearcreekcounty.us](mailto:sstreepey@clearcreekcounty.us)

### **CCC Environmental Health Department**

Gary Hague, Environmental Health Specialist  
(303) 679-2420  
[ghague@clearcreekcounty.us](mailto:ghague@clearcreekcounty.us)

### **CCC Emergency Medical Services**

Aaron Crawley, Director  
[aaron.crawley@clearcreekems.com](mailto:aaron.crawley@clearcreekems.com)

### **CCC Office of Emergency Management**

Clarissa Boggs-Blake, Director  
[cboggsblake@clearcreeksheriff.us](mailto:cboggsblake@clearcreeksheriff.us)

### **CCC Sheriff's Office**

Matt Brown, Undersheriff  
[mbrown@clearcreeksheriff.us](mailto:mbrown@clearcreeksheriff.us)

### **CCC Special Projects/Water Resources**

Lisa Leben, Manager  
[lleben@clearcreekcounty.us](mailto:lleben@clearcreekcounty.us)

### **CCC Open Space, Parks, Recreation**

Alexis Sohlden, Public Lands Manager  
[asohlden@clearcreekcounty.us](mailto:asohlden@clearcreekcounty.us)

### **CCC Attorney**

Peter Lichtman, Attorney  
[plichtman@clearcreekcounty.us](mailto:plichtman@clearcreekcounty.us)

### **CCC Administration**

Colton Rohloff, Interim County Administrator  
[crohloff@clearcreekcounty.us](mailto:crohloff@clearcreekcounty.us)

### **U.S. Forest Service**

Clear Creek Ranger District  
Nicole Malandri  
[nicole.malandri@usda.gov](mailto:nicole.malandri@usda.gov)

### **Colorado State Forest Service**

Hillary Hiett, Forester  
[Hillary.hiett@colostate.edu](mailto:Hillary.hiett@colostate.edu)

### **Colorado Department of Public Health and Environment**

[Cdphe\\_localreferral@state.co.us](mailto:Cdphe_localreferral@state.co.us)

### **Colorado Parks and Wildlife**

Joe Walter – District Wildlife Manager  
[joseph.walter@state.co.us](mailto:joseph.walter@state.co.us)

### **Colorado State Historic Preservation Office**

Dawn DiPrince, State Historic Preservation Officer  
[hc\\_oahp@state.co.us](mailto:hc_oahp@state.co.us)

### **Xcel Energy**

Donna George, Team Lead  
(303) 571-3306  
[Donna.L.George@xcelenergy.com](mailto:Donna.L.George@xcelenergy.com)

### **Clear Creek Economic Development Corporation**

Lindsey Valdez  
[lvaldez@clearcreekedc.org](mailto:lvaldez@clearcreekedc.org)

### **Clear Creek Tourism Board**

Cassandra Patton, Director  
[cass@visitclearcreek.com](mailto:cass@visitclearcreek.com)

### **St. Mary's Metropolitan District**

Patrick Nolet, Director of Operations  
[stmarysglaciercommunity@gmail.com](mailto:stmarysglaciercommunity@gmail.com)

**From:** [Hiett, Hillary](#)  
**To:** [Garrett McAllister](#)  
**Subject:** Re: Request for Comment - SUP2025-03 Coors Parking Lot Special Use Permit  
**Date:** Tuesday, December 9, 2025 10:42:13 AM  
**Attachments:** [Outlook-u3j4lzzk](#)

---

Caution! This message was sent from outside your organization.

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Hello Garrett,

Regarding this case (**SUP2025-03**) CSFS has the following response:

     **The Colorado State Forest Service does not need to receive any further referrals on this case.** No site visit or forest management plan is necessary for the proposed action on this property. Either we have no concerns, or our concerns for the proposed action on this property would be addressed with the defensible space requirements of a County building permit. See additional comments below.

  **X**   A Wildfire Mitigation Plan (Forest Management Plan) is **NOT** necessary for the proposed action on this property. However, the **Colorado State Forest Service will need to further review this case and/or visit the site to develop specific recommendations to address wildfire hazard mitigation and/or forest health needs for the property.** A \$200 review fee must be submitted for CSFS costs associated with this further review.

     **A Wildfire Mitigation Plan** (Forest Management Plan), **prepared by an individual meeting Jefferson County standard, is recommended for this case.** A \$300 review fee must be submitted for CSFS costs associated with the review of the Plan. Please give the applicant a copy of the Jefferson County Planning & Zoning Department's **Wildfire Mitigation Plan** requirements, and have them contact the Colorado State Forest Service - Golden Field Office at 303-279-9757 to discuss plan needs.

*Additional Comments:* The Colorado State Forest Service would recommend creating a fuel break around any new parking lots.

Thanks,

Hillary Hiett

Forester

Colorado State Forest Service

1504 Quaker Street, Golden, CO 80401

303-279-9757 ext 307

Hillary.hiett@colostate.edu

[csfs.colostate.edu](https://csfs.colostate.edu)



The mission of the Colorado State Forest Service is to  
achieve stewardship of Colorado's diverse forest environments  
for the benefit of present and future generations.

---

**From:** Garrett McAllister <gmcallister@clearcreekcounty.us>

**Sent:** Friday, November 21, 2025 1:13 PM

**To:** Hiett, Hillary <Hillary.Hiett@colostate.edu>

**Subject:** Request for Comment - SUP2025-03 Coors Parking Lot Special Use Permit

**\*\* Caution: EXTERNAL Sender \*\***

Hello,

Please see the attached request for comments for a Special Use Permit request in Clear Creek County.

Thank you,

---

Garrett McAllister, AICP  
Planning Manager  
Clear Creek County  
303.679.2300

**From:** [Cicione - CDPHE, Brendan](#)  
**To:** [Garrett McAllister](#)  
**Subject:** Re: Request for Comment - SUP2025-03 Coors Parking Lot Special Use Permit  
**Date:** Monday, December 1, 2025 9:17:30 AM

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This sender is trusted.

Hi Garrett,

Thank you for your email. There are no comments from the Air Pollution Control Division. Please do not hesitate to contact me with any questions.

Thanks,  
Brendan Cicione (*he/him*)  
Air Quality and Transportation Planner



4300 Cherry Creek Drive S. | Denver, CO 80246-1530 [brendan.cicione@state.co.us](mailto:brendan.cicione@state.co.us)  
| <https://cdphe.colorado.gov/>

On Mon, Nov 24, 2025 at 8:47 AM Localreferral - CDPHE, CDPHE  
<[cdphe\\_localreferral@state.co.us](mailto:cdphe_localreferral@state.co.us)> wrote:

Hello,

Please see the email below. Please add comments by 12/11.

Thank you!

----- Forwarded message -----

From: **Garrett McAllister** <[gmcallister@clearcreekcounty.us](mailto:gmcallister@clearcreekcounty.us)>

Date: Fri, Nov 21, 2025 at 1:08 PM

Subject: Request for Comment - SUP2025-03 Coors Parking Lot Special Use Permit

To: Garrett McAllister <[gmcallister@clearcreekcounty.us](mailto:gmcallister@clearcreekcounty.us)>

Hello,

Please see the attached request for comments for a Special Use Permit request in Clear Creek County.

Thank you,

---

Garrett McAllister, AICP

Planning Manager

Clear Creek County

303.679.2300

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[cdphe\\_localreferral@state.co.us](mailto:cdphe_localreferral@state.co.us) | [colorado.gov/cdphe](https://colorado.gov/cdphe)

**From:** [Gary Hague](#)  
**To:** [Garrett McAllister](#)  
**Subject:** RE: Request for Comment - SUP2025-03 Coors Parking Lot Special Use Permit reply  
**Date:** Tuesday, November 25, 2025 10:06:21 AM

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Hello Garrett,

Should this property require an onsite waste water system (OWTS), a design by a licensed and stamped engineer must be submitted to the Clear Creek County Department of Environmental Health.

Gary Hague, Environmental Health Manager  
Clear Creek County  
1111 Rose St / Georgetown, CO 80444  
Office: 303.679.2420  
Mobile: 970.409.2509  
[www.clearcreekcounty.us](http://www.clearcreekcounty.us)

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**From:** Garrett McAllister <[gmcallister@clearcreekcounty.us](mailto:gmcallister@clearcreekcounty.us)>  
**Sent:** Friday, November 21, 2025 1:06 PM  
**To:** Garrett McAllister <[gmcallister@clearcreekcounty.us](mailto:gmcallister@clearcreekcounty.us)>  
**Subject:** Request for Comment - SUP2025-03 Coors Parking Lot Special Use Permit  
**Importance:** High

Hello,

Please see the attached request for comments for a Special Use Permit request in Clear Creek County.

Thank you,

---

Garrett McAllister, AICP  
Planning Manager  
Clear Creek County  
303.679.2300



*“Honoring Our Past,  
While Designing Our Future”*

**CLEAR CREEK COUNTY  
PUBLIC WORKS DIVISION**  
3549 COUNTY ROAD 312  
P.O. BOX 362  
DUMONT, COLORADO 80436  
303-679-2334 Fax: 303-679-2446

To: Garrett McAllister, Planning Manager  
Clear Creek County Planning Department  
P.O. Box 2000  
Georgetown, Colorado 80444

From: Stoy Streepey, P.E., CFM, County Engineer/Assistant Public Works Director

Date: December 11, 2025

Re: SUP2025-03  
Referral Response to Special Use Request  
NEBRASKA PLACER – 2079 and LINCOLN PLACER – 2080 in Sections 34 and 35,  
T2S, R74W of the 6<sup>th</sup> PM, Clear Creek County, State of Colorado. Generally located on  
the west side of Fall River Road, north of Silver Creek Road in the St. Mary’s area.

Dear Mr. McAllister,

Thank you for the referral regarding the above referenced land use request. To better understand the request, I’ve reviewed the Special Use Permit application including the Architectural Site Plan (Plan) prepared by Pelds Design Services and dated 9/23/2025.

The subject parcel is located directly adjacent to Fall River Road. Man placed boulders and unpermitted signage associated with the existing parking area identified on the Plan have been observed within the road right-of-way/“clear zone” of Fall River Road. Recent observations of the area have also revealed parked vehicles in the northeast corner of the use area that is specified for snow storage on the plan which has created a third row of parking during heavy use periods in the past.

Prior to the continued use of the existing graded area, the following items should be addressed:

1. Section 2.7.4 of the Roadway Design and Construction Manual requires that a minimum 10-foot “clear zone” be maintained at all times between the edge of the traveled way for Fall River Road and any fixed above grade obstructions.
  - a. All existing man placed boulders, unpermitted signage and other constructed/placed above ground improvements associated with this use area shall be removed from the clear zone.
  - b. No parking within the clear zone shall be permitted.
  - c. Prior to the placement of any signage or any other work within the public right-of-way and/or clear zone associated with Fall River Road, an approved Right-of-Way Permit must be obtained from the Road & Bridge Department.

2. Parking blocks, signage and/or other controls should be implemented as necessary to specify designed/approved parking spaces.
3. A stop sign should be provided at the egress point of the parking area at the intersection with Fall River Road.
4. If grading/excavation work resulting in more than 800 square feet of disturbance is necessary to establish the 2% grades specified in the Plan for the ADA parking spaces, a Grading Permit must be obtained from the Site Development Department prior to the work being performed.

Two new gravel parking areas are indicated on the Plan. Prior to the development and use of any new parking areas and access points onto Fall River Road, a Grading Permit must be obtained from the Site Development Department. Grading Permits for the development of a new parking area require full compliance with the County's parking area standards including grades, drive surfaces, drainage and water quality controls. Although the Plan indicates new gravel parking areas, the County's standards require that commercial parking area be surfaced with pavement.

If you have questions, please email [sstreepey@clearcreekcounty.us](mailto:sstreepey@clearcreekcounty.us) or call 303.679.2469.

Sincerely,

Stoy Streepey



**Right of Way & Permits**

1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: **303.571.3306**  
Facsimile: 303.571.3284  
Donna.L.George@xcelenergy.com

December 5, 2025

Clear Creek County Planning Department  
1111 Rose Street – PO Box 2000  
Georgetown, CO 80444

Attn: Garrett McAllister,

**Re: Coors Parking Lot, Case # SUP2025-03**

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the special use permit documentation for **Coors Parking Lot** and has **no apparent conflict**.

Donna George  
Right of Way and Permits  
Public Service Company of Colorado dba Xcel Energy  
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

*Although "branded" as Xcel Energy, the legal owner and operator of the utility facilities in Colorado is Public Service Company of Colorado. All utility facilities and related land rights, including fee property, easements, permits, etc., are owned by, operated by and held in the name of Public Service Company of Colorado, a Colorado Corporation.*

Clear Creek County  
Planning Commission  
Resolution PC-25-09

Case #SUP2025-03

Being described as NEBRASKA PLACER - 2079 and LINCOLN PLACER - 2080 in Sections 34 and 35, T2S, R74W, and Sections 2 and 3, T3S, R74W of the 6th PM, Clear Creek County, State of Colorado. (“subject property”).

WHEREAS, Section 12 of the *Clear Creek County Zoning Regulations* authorizes the Board of County Commissioners to approve Special Use Permits for long-term changes to the use of the land, subject to review and action by the Planning Commission; and

WHEREAS, the applicant has applied for approval of Special Use Permit to establish a public or private parking lot without an existing permitted principal use, a minor structure without an existing permitted principal use, and a seasonal temporary use of land, not to exceed six (6) months on parcels of land zoned Commercial – One (C-1); and

WHEREAS, the Planning Commission, pursuant to public notice published on November 27, 2025, held a public hearing on December 17, 2025 to hear public testimony and consider the request for the subject property; and

NOW, THEREFORE BE IT RESOLVED, that the Clear Creek County Planning Commission hereby recommends **APPROVAL** for a Special Use Permit to allow a public or private parking lot without an existing permitted principal use, a minor structure without an existing permitted principal use, and a seasonal temporary use of land, not to exceed six (6) months on the subject properties, pursuant to the following Findings of Fact, and subject to the following Stipulations and Conditions:

**FINDINGS OF FACT**

1. Public review agencies were notified on November 21, 2025.
2. Adjacent property owners were notified by mail on November 21, 2025.
3. Public notice was published in the Clear Creek Courant on November 27, 2025.
4. Signs were posted on the subject property on December 2, 2025.
5. The Clear Creek County Planning Commission found that the application substantially meets the following criteria for approval for Special Use Permits as outlined in *Section 12 – Special Use Permits*, of the *Clear Creek County Zoning Regulations*:

*1202.5.7 CRITERIA FOR APPROVAL*

*1202.5.7.1 Except as otherwise noted, the proposed use will comply with the zoning requirements of the district in which the use is to be established, and will also comply with all other applicable requirements;*

*1202.5.7.2 The use is in harmony with the character of the neighborhood and compatible with the surrounding area;*

- 1202.5.7.3 *The use will not have an undue burden on available infrastructure;*
- 1202.5.7.4 *The use will not result in undue traffic congestion or traffic hazards;*
- 1202.5.7.5 *The use will not cause significant air, odor, water, noise, or light pollution;*
- 1202.5.7.6 *All sanitation requirements will be met;*
- 1202.5.7.7 *Parking is adequately provided;*
- 1202.5.7.8 *Adequate buffering and screening is provided, when appropriate;*
- 1202.5.7.9 *The use shall demonstrate compliance with the County's Best Management Practices (BMP's); and*
- 1202.5.7.10 *The use will not otherwise be detrimental to the health, safety, or welfare of the present or future inhabitants of Clear Creek County, nor inconsistent with Section I - Title, Authority, and Interpretation, Subsection E. Purposes, of these Regulations.*

### **STIPULATIONS AND CONDITIONS**

1) This Special Use Permit (Permit) is approved only for:

- Public or private parking lot without an existing permitted principal use
- Minor Structure without an existing permitted principal use
- Seasonal temporary use of land, not to exceed six (6) months per calendar year

Any proposed change to the Permit as noted herein shall require an application and approval, pursuant to Section 1208 Revisions and Modifications of the County Zoning Regulations.

2) Within 6 months from approval of this Permit, the holder of this Permit shall meet and maintain full compliance with the stipulations and conditions set forth herein. If, after 6 months, and at any time during the life of the Permit, the Planning Department determines that the stipulations and conditions are not substantially and timely met, a hearing shall be held before the Board of County Commissioners (BOCC), with at least ten (10) days written notice of the hearing to the holder of the Permit, to determine if the Permit should be revoked due to any substantial violation of the stipulations and conditions. Written notice of any such hearing shall be provided by the Planning Department to adjacent property owners within 300 feet of the subject properties.

3) The holder of this Permit shall meet and maintain full compliance with all other applicable zoning regulations at all times during the life of the Permit. If the Planning Department determines that the applicable zoning regulations are not substantially and timely met, a hearing shall be held before the Board of County Commissioners (BOCC), with at least ten (10) days written notice of the hearing to the holder of the Permit, to determine if the Permit should be revoked due to any substantial violation of applicable zoning regulations. Written notice of any such hearing shall be provided by the Planning Department to adjacent property owners within 300 feet of the subject properties.

4) The Planning Department may verify compliance with the approved Permit at any time.

5) The property owner may request in writing the termination of the Permit at any time.

6) Pursuant to Section 2.7.4 of the Roadway Design and Construction Manual, the property owner shall maintain a minimum 10-foot "clear zone" at all times between the edge of the traveled way for Fall River Road and any fixed above grade obstructions. No parking within the clear zone shall be

permitted. Prior to any work within the road right-of-way and/or clear zone associated with Fall River Road, an approved Right-of-Way Permit shall be obtained from the Road & Bridge Department.

- 7) In addition to stop signs at the entrance/exit on the Site Plan, advanced warning signs for pedestrians shall be placed for both directions of travel on Fall River Road in the vicinity of the parking area. Prior to the placement of signage within the road right-of-way, an approved Right-of-Way Permit shall be obtained from the Road & Bridge Department.
- 8) The property owner shall install a minimum of five (5) signs directing patrons of the parking lot to refrain from idling vehicles for prolonged periods of time.
- 9) The property owner shall install parking blocks, signage and/or other controls to delineate approved parking spaces.
- 10) Lighting on the property shall not exceed 12 feet in height, shall be fully shielded, shall be motion activated, and shall utilize Dark Sky approved lighting fixtures.
- 11) There shall be no additional signage on the premises or off, or within the County Right of Way, other than what is shown on the approved Site Plan and required and/or approved in this Permit. All signage must conform with Section 1005 of the County Zoning Regulations.
- 12) The minor structure shall not exceed 400 square feet, per the definition of Minor Structure in Section 23 of the County Zoning Regulations. The minor structure that hosts the retail use shall be seasonal in nature, operational for no more than 6 months total during the calendar year.
- 13) The property owner shall install and maintain a minimum of eight (8) portable sanitary toilets as depicted on the Site Plan, as permitted by the County Environmental Health Department. A plan for servicing and maintaining the toilet(s) shall be established with and approved by the Environmental Health Department. Adequate screening shall be provided for the portable toilets as approved by the Planning Manager. At any such time the parking lot is abandoned or ceases to exist, the portable sanitary toilets shall be removed from the property.
- 14) The property owner shall provide a minimum of six (6) trash receptacles and three (3) pet waste stations on the site and all refuse shall be stored in animal-proof containers and/or made unavailable to all domestic and wild animals.
- 15) The Applicant shall submit an application to the Colorado State Forest Service to provide further review and/or visit the site to develop specific recommendations to address wildfire hazard mitigation and/or forest health needs for the property and shall submit any additional comments from the Agency to the Planning Department.
- 16) The restrictions herein set forth are binding upon all owners and respective successors-in-interest and run with the land.
- 17) To the extent that applicable state or federal rules, regulations, codes, ordinances, or laws are more restrictive than the stipulations and conditions contained herein, such applicable regulations shall supersede and govern at all times.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that it is respectfully recommended that, should meaningful additional or conflicting information regarding this case be presented to the Board of County Commissioners during the Board's public hearing(s), or if the Board feels major modifications are necessary, the Board remand the case to the Planning Commission for further review prior to deciding on the case.

ADOPTED this 17<sup>th</sup> day of December, 2025, at a regularly scheduled meeting of the Clear Creek County Planning Commission.

---

Russ Clark, Chair  
Clear Creek County Planning Commission

Attest:

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Garrett McAllister, AICP  
Clear Creek County Planning Manager

# Attachment 2

Clear Creek County Planning Commission

## Minutes

Virtual Hearing – see link information below

Wednesday, January 21, 2026

6:30 P.M.

**Call to Order** – 6:33pm

### Roll Call

All present

**Unscheduled Appearances** (Public Comment on non-agenda items)

None

### ACTION ITEMS

#### 1. Approval of Meeting Minutes

- a. **October 15, 2025** – Russ motion to approve, Dick second, approved
- b. **November 19, 2025** – Russ: Typo / Jeff: I like commissioner names next to comments – Jeff move, Dick second, approved

2. **Approval of 2026 Meeting Schedule** – Fix July 15 date. Russ not available for Feb 15 hearing. Jeff: Interested in moving days, perhaps Tuesdays. Staff: Current set up is a bit tricky with BOCC schedule. Russ pulled to discuss at the end.

3. **Election of 2026 Officers** – Dick, nominate Russ as Chair. Russ accepts. Jeff will be vice chair. Approved.

4. **Case #RZ2025-03 Bakerville LLC Rezoning – APPLICATION WITHDRAWN**

#### 5. Case #SUP2025-03 Coors Parking Lot Special Use Permit

To establish a Special Use Permit for a Public or Private Parking Lot without a Permitted Principal Use, Minor structure without a permitted principal use, and a seasonal use not to exceed 6 months.

Applicant: Mike Soucie, Clear Creek Development LLC on behalf of Williams Fork Valley Ranch LLC

Planner: Garrett McAllister, Planning Manager

#### General Procedure for Planning Cases

- Staff Presentation
  - PC questions for staff
    - Jeff: Upper lot not paved. Roughly half the lot. Small structure with vending.
    - Dick: Lighting is optional. Structure is limited to 400 square feet.
    - Jennifer: Turnaround standards? Stoy: Not really. Site Dev will review during construction permitting process. Would come back to planning for review.
    - Russ: Retail use minor structure on property.

**Note: This is a draft agenda for the Planning Commission meeting. This draft is subject to change before the actual meeting date. Should there not be a quorum at this particular meeting or should the meeting be cancelled, all Action items will be continued to the next regular meeting date at the same time of the day unless timely notice is given of a change.**

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the Land Use Department at Clear Creek County, P.O. Box 2000, Georgetown, CO, 80444. Phone 303-679-2436. We would appreciate it if you would contact us at least 48 hours in advance of the scheduled event so arrangements can be made to locate the requested auxiliary aid(s).

- Applicant Presentation
  - PC questions for applicant
    - Russ: Existing building too large and why there? Mike: It is already there. Open to feedback north or south of lot.
    - Jeff: Kitchen facilities? Mike: Vending machines or selling pre-packaged food, clothing, etc. Need electrification, so that might change where it lives on the lot.
    - Jeff: Paving of lots. Mike: The new two lots will be paved, but the existing two will not be. Applicant may want to anyway.
    - Jeff: How to enforce overnight parking? Mike: Couple cameras, but most people don't. Sort of a non-issue. If it becomes one, there may be some enforcement.
    - Jeff: RV parking or busses? Mike: No delineated spaces right now, but open to idea of allocating spaces for larger vehicles.
    - Jennifer: A lot zoned residential proposing snow storage for it. What is preventing people from parking there? Mike: Rocks used to block that area off and delineate parking. Worth noting the 6' walkway that is inside property and ROW clear zone, roughly 10-15 feet off roadway.
    - Jennifer: Very limited parking during high peak season. Circulation on the lot. Mike: We just received some good feedback about providing space for turnarounds. We can look at that and accommodate that, either with hammerheads or with widened isles.
- Public Comment
  - Hans Hultgren, 119 Brook Drive: We need this lot, support. Been a continuous issue over the last several years. Pre-approving (conditioning) the lighting is a bit of a concern, but does like the downcast, dark sky, etc. A side note, there is almost nothing paved up in St. Mary's at 10K feet and higher. Dirt has been working for a long time, so maybe not necessary to pave the lots.
  - Chuck Longhenry, 29 Eagle Road, Idaho Springs: Works for St. Mary's Metro District. Not BMP permit required for other parking lots. Pedestrian walkway was not required for last parking lot. Why county requiring pavement? Overall, great for community, as parking on the roads is a huge impediment to maintaining roads. Stoy: BMP not specifically required anymore, are all part of standard Grading permit. Through that process, the Site Dev department enforces parking standards. Not enforcing existing conditions and requiring improvements. Another factor to be addressed for new parking is water quality controls. Struggle to enforce. Direct surface water discharge into water quality control treatment like sediment pond.
  - Ashley Wren Miller, 843 brook drive: Questions about # parking spaces, trash containers (bear proof?), bathroom facilities.
    - Applicant: Weekly service for bathrooms, may add more porta potties during busy times like July 4. Trash receptacles and pet waste stations.
- Board Questions
  - Russ: Why not rezone the adjacent residential parcels?
    - Applicant: Property owner not interested in extending the process. Just coming into compliance with what is there.

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- Russ: Concerns about location of minor structure. ADA accessibility.
  - Staff: Ask that location of building and ADA locations comply insofar as ADA applies.
- Russ: Allow existing building to stay and be used or vacant or taken away? Building envelopes for where new minor structure could go.
- Russ: Clear zone, can Stoy tell me more about that? 10 feet beyond the road. Stoy: No above grade obstructions with a few exceptions like fire hydrants and mailboxes of roadway as built.
- Russ: Would like to move this forward. Provide some clarity on the site plan. Conceptually show pay stations and other minor structures on wrong property, conceptually show hammerhead turn arounds, show on site plan for delineating edge of parking area and snow storage, show some building envelopes for minor structure, boulders along fall river road
  - Staff: We will coordinate with applicant on existing structure on property.
- Motion
  - Russ: Motion to recommend approval of PC25-09 as shown in staff report, with additions of Site Plan modifications to show boulders along Fall River Road to be moved as necessary to be outside clear zone, that building envelopes established for any potential minor structure to support parking lot, that the two southern parking lots indicate some kind of hammerhead turn around and that the screen pay stations and trash receptacles be moved to be on the subject property and that any requirements of ADA be met as applicable.
  - Dick: Second.
- Vote
  - Jennifer: Yes
  - Jeff: Yes
  - Dick: Yes
  - Russ: Yes

### WORKING SESSION

#### 6. Staff and Planning Commission Updates (as needed)

- a. Open to PC questions/updates/etc
- b. Russ: Possibility of future joint meeting with BOCC?
- c. Meeting Dates: Russ, if we move weeks not on a Wednesday. Possibility of Idaho Springs as meeting room in person.
- d. 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of the month, opposite BOCC schedule. 2<sup>nd</sup> primary, 4<sup>th</sup> secondary

**Adjournment** – 9:24pm

***Note: This is a draft agenda for the Planning Commission meeting. This draft is subject to change before the actual meeting date. Should there not be a quorum at this particular meeting or should the meeting be cancelled, all Action items will be continued to the next regular meeting date at the same time of the day unless timely notice is given of a change.***

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the Land Use Department at Clear Creek County, P.O. Box 2000, Georgetown, CO, 80444. Phone 303-679-2436. We would appreciate it if you would contact us at least 48 hours in advance of the scheduled event so arrangements can be made to locate the requested auxiliary aid(s).

# Attachment 3

**Clear Creek County  
Planning Commission  
Resolution PC-25-09**

**Case #SUP2025-03**

**Being described as NEBRASKA PLACER - 2079 and LINCOLN PLACER - 2080 in Sections 34 and 35, T2S, R74W, and Sections 2 and 3, T3S, R74W of the 6th PM, Clear Creek County, State of Colorado. (“subject property”).**

WHEREAS, Section 12 of the *Clear Creek County Zoning Regulations* authorizes the Board of County Commissioners to approve Special Use Permits for long-term changes to the use of the land, subject to review and action by the Planning Commission; and

WHEREAS, the applicant has applied for approval of Special Use Permit to establish a public or private parking lot without an existing permitted principal use, a minor structure without an existing permitted principal use, and a seasonal temporary use of land, not to exceed six (6) months on parcels of land zoned Commercial – One (C-1); and

WHEREAS, the Planning Commission, pursuant to public notice published on November 27, 2025, held a public hearing on January 21, 2026 – after cancellation of the December 17, 2025 hearing due to a weather event - to hear public testimony and consider the request for the subject property; and

NOW, THEREFORE BE IT RESOLVED, that the Clear Creek County Planning Commission hereby recommends **APPROVAL** for a Special Use Permit to allow a public or private parking lot without an existing permitted principal use, a minor structure without an existing permitted principal use, and a seasonal temporary use of land, not to exceed six (6) months on the subject properties, pursuant to the following Findings of Fact, and subject to the following Stipulations and Conditions:

## **FINDINGS OF FACT**

1. Public review agencies were notified on November 21, 2025 and responses were received from the Clear Creek County Environmental Health Department, the Clear Creek County Site Development/Public Works Department, the Clear Creek County Public Lands Department, the Colorado Department of Public Health and Environment Air Pollution Control Division, the Colorado Forest Service, and Xcel Energy.
2. Adjacent property owners were notified by mail on November 21, 2025 and no written responses were received by the Planning Department.
3. Public notice was published in the Clear Creek Courant on November 27, 2025.
4. Signs were posted on the subject property on December 2, 2025.
5. The following members of the public provided verbal testimony during the Planning Commission Hearing:  
Hans Hultgren  
Chuck Longhenry  
Ashley Wren Miller
6. The Clear Creek County Planning Commission found that, with Staff modifications and additions to the

proposed Stipulations and Conditions to be completed prior to the Board of County Commissioners hearing, the application substantially meets the following criteria for approval for Special Use Permits as outlined in *Section 12 – Special Use Permits*, of the *Clear Creek County Zoning Regulations*:

*1202.5.7 CRITERIA FOR APPROVAL*

- 1202.5.7.1 Except as otherwise noted, the proposed use will comply with the zoning requirements of the district in which the use is to be established, and will also comply with all other applicable requirements;*
- 1202.5.7.2 The use is in harmony with the character of the neighborhood and compatible with the surrounding area;*
- 1202.5.7.3 The use will not have an undue burden on available infrastructure;*
- 1202.5.7.4 The use will not result in undue traffic congestion or traffic hazards;*
- 1202.5.7.5 The use will not cause significant air, odor, water, noise, or light pollution;*
- 1202.5.7.6 All sanitation requirements will be met;*
- 1202.5.7.7 Parking is adequately provided;*
- 1202.5.7.8 Adequate buffering and screening is provided, when appropriate;*
- 1202.5.7.9 The use shall demonstrate compliance with the County’s Best Management Practices (BMP’s); and*
- 1202.5.7.10 The use will not otherwise be detrimental to the health, safety, or welfare of the present or future inhabitants of Clear Creek County, nor inconsistent with Section 1 - Title, Authority, and Interpretation, Subsection E. Purposes, of these Regulations.*

**STIPULATIONS AND CONDITIONS**

- 1) This Special Use Permit (Permit) is approved only for:
  - Public or private parking lot without an existing permitted principal use
  - Minor Structure without an existing permitted principal use
  - Seasonal temporary use of land, not to exceed six (6) months per calendar year

Any proposed change to the Permit as noted herein shall require an application and approval, pursuant to Section 1208 Revisions and Modifications of the County Zoning Regulations.

- 2) Within 6 months from approval of this Permit, the holder of this Permit shall meet and maintain full compliance with the stipulations and conditions set forth herein. If, after 6 months, and at any time during the life of the Permit, the Planning Department determines that the stipulations and conditions are not substantially and timely met, a hearing shall be held before the Board of County Commissioners (BOCC), with at least ten (10) days written notice of the hearing to the holder of the Permit, to determine if the Permit should be revoked due to any substantial violation of the stipulations and conditions. Written notice of any such hearing shall be provided by the Planning Department to adjacent property owners within 300 feet of the subject properties.
- 3) The holder of this Permit shall meet and maintain full compliance with all other applicable zoning regulations at all times during the life of the Permit. If the Planning Department determines that the applicable zoning regulations are not substantially and timely met, a hearing shall be held before the Board of County Commissioners (BOCC), with at least ten (10) days written notice of the hearing to the holder of the Permit, to determine if the Permit should be revoked due to any substantial violation

of applicable zoning regulations. Written notice of any such hearing shall be provided by the Planning Department to adjacent property owners within 300 feet of the subject properties.

- 4) The Planning Department may verify compliance with the approved Permit at any time.
- 5) The property owner may request in writing the termination of the Permit at any time.
- 6) Pursuant to Section 2.7.4 of the Roadway Design and Construction Manual, the property owner shall maintain a minimum 10-foot “clear zone” at all times between the edge of the traveled way for Fall River Road and any fixed above grade obstructions. No parking within the clear zone shall be permitted. Prior to any work within the road right-of-way and/or clear zone associated with Fall River Road, an approved Right-of-Way Permit shall be obtained from the Road & Bridge Department.
- 7) In addition to stop signs at the entrance/exit on the Site Plan, advanced warning signs for pedestrians shall be placed for both directions of travel on Fall River Road in the vicinity of the parking area. Prior to the placement of signage within the road right-of-way, an approved Right-of-Way Permit shall be obtained from the Road & Bridge Department.
- 8) The property owner shall install a minimum of five (5) signs directing patrons of the parking lot to refrain from idling vehicles for prolonged periods of time.
- 9) The property owner shall install parking blocks, signage and/or other controls to delineate approved parking spaces.
- 10) Lighting on the property shall not exceed 12 feet in height, shall be fully shielded, shall be motion activated, and shall utilize Dark Sky approved lighting fixtures.
- 11) There shall be no additional signage on the premises or off, or within the County Right of Way, other than what is shown on the approved Site Plan and required and/or approved in this Permit. All signage must conform with Section 1005 of the County Zoning Regulations.
- 12) The minor structure shall not exceed 400 square feet, per the definition of Minor Structure in Section 23 of the County Zoning Regulations. The minor structure that hosts the retail use shall be seasonal in nature, operational for no more than 6 months total during the calendar year.
- 13) The property owner shall install and maintain a minimum of eight (8) portable sanitary toilets as depicted on the Site Plan, as permitted by the County Environmental Health Department. A plan for servicing and maintaining the toilet(s) shall be established with and approved by the Environmental Health Department. Adequate screening shall be provided for the portable toilets as approved by the Planning Manager. At any such time the parking lot is abandoned or ceases to exist, the portable sanitary toilets shall be removed from the property.
- 14) The property owner shall provide a minimum of six (6) trash receptacles and three (3) pet waste stations on the site and all refuse shall be stored in animal-proof containers and/or made unavailable to all domestic and wild animals.
- 15) The Applicant shall submit an application to the Colorado State Forest Service to provide further review and/or visit the site to develop specific recommendations to address wildfire hazard mitigation

and/or forest health needs for the property and shall submit any additional comments from the Agency to the Planning Department.

- 16) The restrictions herein set forth are binding upon all owners and respective successors-in-interest and run with the land.
- 17) To the extent that applicable state or federal rules, regulations, codes, ordinances, or laws are more restrictive than the stipulations and conditions contained herein, such applicable regulations shall supersede and govern at all times.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that it is respectfully recommended that, should meaningful additional or conflicting information regarding this case be presented to the Board of County Commissioners during the Board's public hearing(s), or if the Board feels major modifications are necessary, the Board remand the case to the Planning Commission for further review prior to deciding on the case.

ADOPTED this 21<sup>st</sup> day of January, 2026, at a regularly scheduled meeting of the Clear Creek County Planning Commission.

*Russell Clark*

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Russ Clark, Chair  
Clear Creek County Planning Commission

Attest:

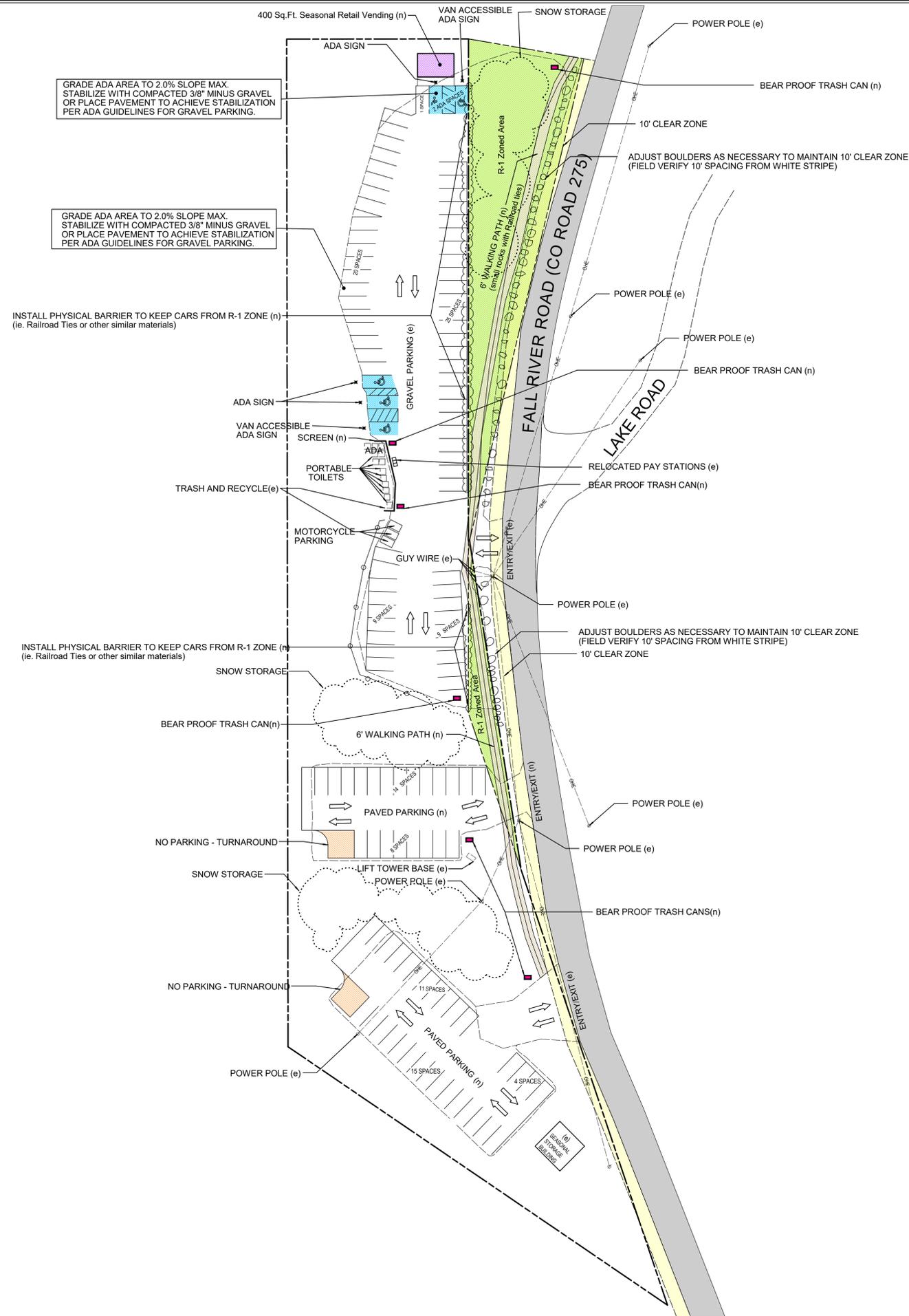
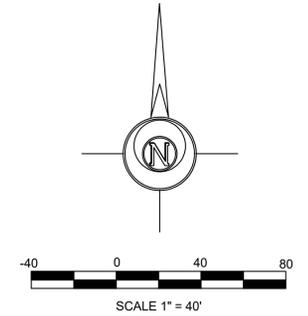


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Garrett McAllister, AICP  
Clear Creek County Planning Manager

# Attachment 4

NOT FOR  
CONSTRUCTION



**TOTAL PARKING:**  
116 STANDARD SPACES  
5 ADA SPACES  
3 MOTORCYCLE SPACES

## ARCHITECTURAL SITE PLAN

**LEGEND:**  
STANDARD SYMBOLS:

(e)	EXISTING	-x-x-x-	FENCE LINE
(n)	NEW	⊙	FIRE HYDRANT
x:125.34	SPOT ELEVATION (@ x)	⊕	SAN MANHOLE
+/-	MORE OR LESS	⊖	POWER POLE
-xxx-	UTILITY LINE OR PIPE	⊗	VALVE
W	WATER	[FOV]	FIBER OPTIC VAULT
GAS	GAS		
SAN	SANITARY SEWER		
ST	STORM SEWER		
FIB	FIBER OPTIC		
UG/E/T	UNDERGROUND ELEC. / TEL.		
OHE/T	OVERHEAD ELEC. / TEL.		
CATV	CABLE TELEVISION		

**EXISTING UTILITIES NOTE:**  
THE LOCATIONS OF THE EXISTING UTILITIES SHOWN HEREON ARE APPROXIMATE. THEY HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND/OR RECORDS. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ANY EXISTING UTILITIES (SHOWN OR NOT SHOWN) ARE NOT DAMAGED DURING CONSTRUCTION. IOWA ONE-CALL (1-800-292-8999).

**NOTE:**  
THIS DRAWING IS BEING MADE AVAILABLE BY PELDS DESIGN SERVICES (P.D.S.) FOR USE ON THIS PROJECT IN ACCORDANCE WITH P.D.S.'S AGREEMENT FOR PROFESSIONAL SERVICES. P.D.S. ASSUMES NO RESPONSIBILITY OR LIABILITY (CONSEQUENTIAL OR OTHERWISE) FOR ANY USE OF THESE DRAWINGS (OR ANY PART THEREOF) EXCEPT IN ACCORDANCE WITH THE TERMS OF SAID AGREEMENT.

**PELDS DESIGN SERVICES**  
Architecture | Engineering | Surveying  
2323 Dixon Street, Des Moines, Iowa 50316 | PO Box 4626, Des Moines, Iowa 50305 | Ph: 515 265 8196

**CLEAR CREEK DEVELOPMENT, LLC**  
8821 FALL RIVER ROAD, IDAHO SPRING  
CLEAR CREEK COUNTY, COLORADO, 80452

PROJECT NO.	N/A	DATE	01-24-2026 - Address Comments per County.
ISSUE DATE	09-23-2025	SCALE	1" = 40'
ISSUE NO.	VLP	DATE	01-24-2026
ISSUE BY	SJH	PROJECT NO.	25-131

# Attachment 5

**Clear Creek County  
Board of County Commissioners  
Resolution R-26-16**

**Special Use Permit Case #SUP2025-03**

**Being described as NEBRASKA PLACER - 2079 and LINCOLN PLACER - 2080 in Sections 34 and 35, T2S, R74W, and Sections 2 and 3, T3S, R74W of the 6th PM, Clear Creek County, State of Colorado. (“subject property”).**

WHEREAS, Section 12 of the *Clear Creek County Zoning Regulations* authorizes the Board of County Commissioners to approve Special Use Permits for long term changes to the use of the land, subject to review and action by the Planning Commission; and

WHEREAS, the applicant has applied for approval of a Special Use Permit to establish a public or private parking lot without an existing permitted principal use, a minor structure without an existing permitted principal use, and a seasonal temporary use of land, not to exceed six (6) months on parcels of land zoned Commercial – One (C-1); and

WHEREAS, the Planning Commission, pursuant to public notice, held a public hearing on January 21, 2026 to take public testimony and consider the request; and

WHEREAS, the Planning Commission found that the application substantially met the criteria for approval for Special Use Permits as outlined in *Section 12 – Special Use Permits*, of the *Clear Creek County Zoning Regulations*, and, with modifications to the staff suggested conditions, recommended unanimous approval (4:0) to the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners, pursuant to public notice, opened public hearing on February 3, 2026 to continue the hearing to February 17, 2026 for the purposes of Staff working through revisions to the suggested conditions of approval; and

WHEREAS, the Board of County Commissioners, pursuant to public notice held a public hearing on February 17, 2026 to take public testimony and consider the request; and

NOW, THEREFORE BE IT RESOLVED, that the Clear Creek County Board of County Commissioners hereby **APPROVES** this Special Use Permit to allow a public or private parking lot without an existing permitted principal use, a minor structure without an existing permitted principal use, and a seasonal temporary use of land, not to exceed six (6) months on the subject properties, pursuant to the following Findings of Fact and subject to the following Stipulations and Conditions:

## **FINDINGS OF FACT**

1. Public review agencies were notified on November 21, 2025 and responses were received from the Clear Creek County Environmental Health Department, the Clear Creek County Site Development/Public Works Department, the Clear Creek County Public Lands Department, the Colorado Department of Public Health and Environment Air Pollution Control Division, the Colorado Forest Service, and Xcel Energy.
2. Adjacent property owners were notified by mail on November 21, 2025 and no written responses were received by the Planning Department.

3. Public notice was published in the Clear Creek Courant on November 27, 2025.
4. Signs were posted on the subject property on December 2, 2025.
5. The following members of the public provided verbal testimony during the Planning Commission Hearing:
  - Hans Hultgren
  - Chuck Longhenry
  - Ashley Wren Miller
6. The following members of the public commented during the Board of County Commissioners Hearing:
  - Fill names if needed
7. The Clear Creek County Board of County Commissioners found that the application substantially met the following criteria for approval for Special Use Permits as outlined in *Section 12 – Special Use Permits*, of the *Clear Creek County Zoning Regulations*:

*1202.5.7 CRITERIA FOR APPROVAL*

- 1202.5.7.1 Except as otherwise noted, the proposed use will comply with the zoning requirements of the district in which the use is to be established, and will also comply with all other applicable requirements;*
- 1202.5.7.2 The use is in harmony with the character of the neighborhood and compatible with the surrounding area;*
- 1202.5.7.3 The use will not have an undue burden on available infrastructure;*
- 1202.5.7.4 The use will not result in undue traffic congestion or traffic hazards;*
- 1202.5.7.5 The use will not cause significant air, odor, water, noise, or light pollution;*
- 1202.5.7.6 All sanitation requirements will be met;*
- 1202.5.7.7 Parking is adequately provided;*
- 1202.5.7.8 Adequate buffering and screening is provided, when appropriate;*
- 1202.5.7.9 The use shall demonstrate compliance with the County’s Best Management Practices (BMP’s); and*
- 1202.5.7.10 The use will not otherwise be detrimental to the health, safety, or welfare of the present or future inhabitants of Clear Creek County, nor inconsistent with Section 1 - Title, Authority, and Interpretation, Subsection E. Purposes, of these Regulations.*

**STIPULATIONS AND CONDITIONS**

- 1) This Special Use Permit (Permit) is approved only for:
  - Public or private parking lot without an existing permitted principal use
  - Minor Structure without an existing permitted principal use
  - Seasonal temporary use of land, not to exceed six (6) months per calendar year

Any proposed change to the Permit as noted herein shall require an application and approval, pursuant to Section 1208 Revisions and Modifications of the County Zoning Regulations.

- 2) Within 6 months from approval of this Permit, the holder of this Permit shall meet and maintain full compliance with the stipulations and conditions set forth herein, except as otherwise noted in Conditions 16 - 18, below. If, after 6 months or the timeline specified in Conditions 16 - 18, and at any

time during the life of the Permit, the Planning Department determines that the stipulations and conditions are not substantially and timely met, a hearing shall be held before the Board of County Commissioners (BOCC), with at least ten (10) days written notice of the hearing to the holder of the Permit, to determine if the Permit should be revoked due to any substantial violation of the stipulations and conditions. Written notice of any such hearing shall be provided by the Planning Department to adjacent property owners within 300 feet of the subject properties.

- 3) The holder of this Permit shall meet and maintain full compliance with all other applicable zoning regulations at all times during the life of the Permit. If the Planning Department determines that the applicable zoning regulations are not substantially and timely met, a hearing shall be held before the Board of County Commissioners (BOCC), with at least ten (10) days written notice of the hearing to the holder of the Permit, to determine if the Permit should be revoked due to any substantial violation of applicable zoning regulations. Written notice of any such hearing shall be provided by the Planning Department to adjacent property owners within 300 feet of the subject properties.
- 4) The Planning Department may verify compliance with the approved Permit at any time.
- 5) The property owner may request in writing the termination of the Permit at any time.
- 6) Pursuant to Section 2.7.4 of the Roadway Design and Construction Manual, the property owner shall maintain a minimum 10-foot “clear zone” at all times between the edge of the traveled way for Fall River Road and any fixed above grade obstructions. No parking within the clear zone shall be permitted. Prior to any work within the road right-of-way and/or clear zone associated with Fall River Road, an approved Right-of-Way Permit shall be obtained from the Road & Bridge Department.
- 7) In addition to stop signs at the entrance/exit on the Site Plan, advanced warning signs for pedestrians shall be placed for both directions of travel on Fall River Road in the vicinity of the parking area. Prior to the placement of signage within the road right-of-way, an approved Right-of-Way Permit shall be obtained from the Road & Bridge Department.
- 8) The property owner shall install a minimum of five (5) signs directing patrons of the parking lot to refrain from idling vehicles for prolonged periods of time.
- 9) The property owner shall install parking blocks, signage and/or other controls to delineate approved parking spaces.
- 10) Lighting on the property shall not exceed 12 feet in height, shall be fully shielded, shall be motion activated, and shall utilize Dark Sky approved lighting fixtures.
- 11) There shall be no additional signage on the premises or off, or within the County Right of Way, other than what is shown on the approved Site Plan and required and/or approved in this Permit. All signage must conform with Section 1005 of the County Zoning Regulations.
- 12) The minor structure shall not exceed 400 square feet, per the definition of Minor Structure in Section 23 of the County Zoning Regulations. The minor structure that hosts the retail use shall be seasonal in nature, operational for no more than 6 months total during the calendar year.
- 13) The property owner shall install and maintain a minimum of eight (8) portable sanitary toilets as depicted on the Site Plan, as permitted by the County Environmental Health Department. A plan for servicing and maintaining the toilet(s) shall be established with and approved by the Environmental

Health Department. Adequate screening shall be provided for the portable toilets as approved by the Planning Manager. At any such time the parking lot is abandoned or ceases to exist, the portable sanitary toilets shall be removed from the property.

- 14) The property owner shall provide a minimum of six (6) trash receptacles and three (3) pet waste stations on the site and all refuse shall be stored in animal-proof containers and/or made unavailable to all domestic and wild animals.
- 15) The Applicant shall submit an application to the Colorado State Forest Service to provide further review and/or visit the site to develop specific recommendations to address wildfire hazard mitigation and/or forest health needs for the property and shall submit any additional comments from the Agency to the Planning Department.
- 16) The Applicant shall improve the parking lots to comply with current parking area standards, as set forth in the Road Design and Construction Manual, pursuant to the timeline and alternative options set forth in Condition #18 below.
- 17) The Applicant shall remove the existing 650 square foot structure from the Property, pursuant to the timeline and alternative options set forth in Condition #18 below.
- 18) Pursuant to Sections 1201.2 and 1202.1 of the County Zoning Regulations, the Property Owner shall have 3 years to fully satisfy and execute conditions 16 **and** 17 above, **or within that timeframe:**
  - a. Submit a request in writing for the termination of the Permit and cease the Special Uses on the Property.
  - b. Modify the existing 650 square foot structure to reduce the footprint to 400 square feet, pursuant to the Minor Structure definition, **and** satisfy Condition #16.
  - c. Submit and pay the fee for a new planning application(s) (*not* a Pre-Application meeting) for redevelopment of the property, limited specifically to the following application types: Rezoning (including PD), Development Review, Major, Minor, or Multi-Unit Subdivision, Major or Minor Camping Permit, or a new Special Use Permit not related to this one. This condition expressly excludes all other planning application types.
  - d. Notify the Planning Department in writing that a Principal Use has been established on the Property, pursuant to the Principal Uses allowed in the C-1 District, listed in Section 2202.6 of the County Zoning Regulations, which will effectively terminate this Special Use Permit.
- 19) Prior to recording of this Resolution, a financial guarantee and development agreement to be reviewed and approved by the County Attorney's office, are required pursuant to Section 1202.6 of the County Zoning Regulations.
- 20) The restrictions herein set forth are binding upon all owners and respective successors-in-interest and run with the land.
- 21) To the extent that applicable state or federal rules, regulations, codes, ordinances, or laws are more restrictive than the stipulations and conditions contained herein, such applicable regulations shall supersede and govern at all times.

ADOPTED this 17<sup>th</sup> day of February 2026, at a regularly scheduled meeting of the Clear Creek County Board of County Commissioners.

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Rebecca Lloyd, Chair

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George Marlin, Commissioner

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Jodie Hartman-Ball, Commissioner

ATTEST:

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Deputy Clerk and Recorder  
for Brenda L. Corbett  
Clear Creek County Clerk and Recorder

## Special Use Permit Case SUP2025-03

### Proposal:

To establish a Special Use Permit for:

- Public or private parking lot without an existing permitted principal use (2202.8.15)
- Minor structure without an existing permitted principal use (2202.8.14)
- Seasonal temporary uses of land, not to exceed six (6) months (2202.8.2)

### Location:

Legally described as NEBRASKA PLACER - 2079 and LINCOLN PLACER - 2080 in Sections 34 and 35, T2S, R74W, and Sections 2 and 3, T3S, R74W of the 6th PM, Clear Creek County, State of Colorado. Generally located on the west side of Fall River Road, north of Silver Creek Road in the St. Mary's area.



North

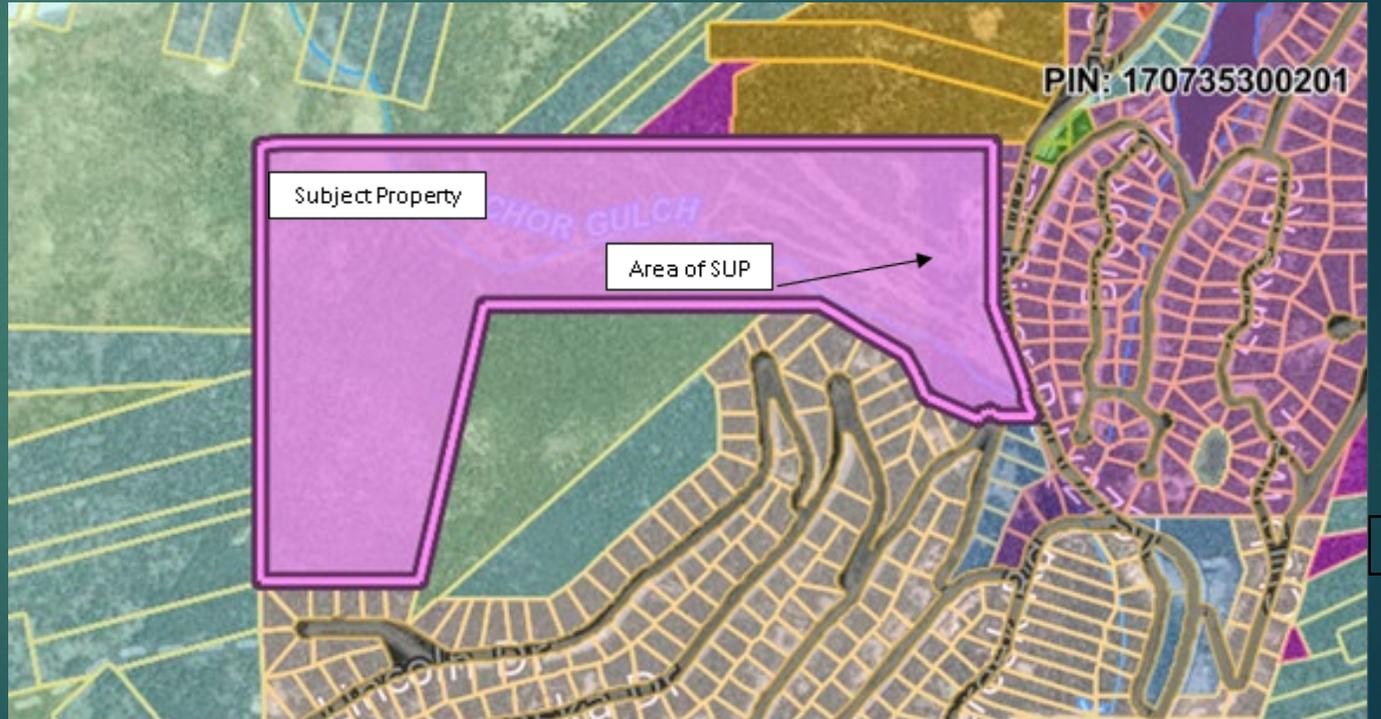
## Important Notes and Definitions

123 space parking lot which will be operational year-round. The Minor Structure itself will be permanent (but not on a foundation). The use of the minor structure will be for seasonal retail of pre-packaged foods, beverages, warm clothing, etc.

- **MINOR STRUCTURE:** Any movable accessory structure or building such as birdhouses, tool houses, sheds, storage buildings, and dog houses under 400 square feet, or play equipment, arbors, and walls and fences.
- **SEASONAL TEMPORARY USE OF LAND:** Uses of land, not to exceed six (6) months, such as Christmas tree or Firewood lots.

# Surrounding Zoning and Land Use

To establish a Special



# Referral Agencies

Referral Agencies were noticed on November 21, 2025

- CCC Engineering/Site Development
- CCC Environmental Health Department
- CCC Emergency Medical Services
- CCC Office of Emergency Management
- CCC Sheriff's Office
- CCC Special Projects/Water Resources
- CCC Open Space, Parks, Recreation
- U.S. Forest Service
- Colorado State Forest Service
- Colorado Department of Public Health and Environment
- Colorado Parks and Wildlife
- Colorado State Historic Preservation Office
- Xcel Energy
- Clear Creek Economic Development Corporation
- Clear Creek Tourism Board
- St. Mary's Metropolitan District

## Referral Agency Responses

- Comments from CDPHE, Xcel, and Environmental Health all indicated no issues with the proposal.
- Comments from the Colorado Forest Service note that a Wildfire Mitigation Plan will not be required, but that additional review will be needed to develop specific recommendations to address wildfire hazard mitigation and/or forest health needs for the property.” Staff has included this review as a condition of approval.
- Comments from Site Dev/Public Works focus on access control (stop signs), parking blocks, and establishing and maintaining the required “clear zone” per County regulations. Staff has included suggested conditions of approval covering these requirements.

## Public Notice and Comment

Adjacent Property owners notified by mail on November 21, 2025.

Legal notice was published in the Clear Creek Courant on November 27, 2025.

Signs were posted on the subject property on December 2, 2025.

No written comments submitted from public.

## Planning Commission Hearing

Three (3) individuals provided public testimony at the January 21, 2026 PC hearing: Generally, comments were in support of the project. Two comments raised questions regarding paving requirements. Additional questions addressed lighting, water quality control and runoff, bear-resistant trash containers, and enforcement. These issues are addressed through existing regulations or conditions of approval.

The Planning Commission requested several revisions to the Site Plan, which are listed in the Memo.

Additionally, there were two remaining issues that needed to be addressed prior to the Board of County Commissioners Hearing.

# Planning Commission Hearing

First, the existing 650-square-foot structure on the property exceeds the maximum size permitted for a Minor Structure (400 sq ft) and is therefore an Accessory Structure. Accessory structures must be subordinate to a primary or principal use on the property. Currently, no principal use exists on the site, nor can one be established while maintaining the validity of the Parking Lot Special Use Permit. As a result, the existing structure cannot remain as is. Staff has included Conditions to address this issue.

Second, the County's regulations allow for existing parking lots to remain in use without requiring that they be improved to meet current standards as long as the use is not expanded. However, parking lots included in a Special Use Permit are required to comply with the Zoning and the RDCM parking area standards, regardless of previous existence. Staff has included Conditions to address this issue.

The Planning Commission felt comfortable letting Staff address these issues with conditions of approval, and found that, with the proposed site plan changes and modified/added conditions, the application met all of the relevant Criteria for Approval and recommended approval 4:0.

# Criteria for Approval

1202.5.7.1 Except as otherwise noted, the proposed use will comply with the zoning requirements of the district in which the use is to be established, and will also comply with all other applicable requirements;

- The C-1 district allows for the uses that are being proposed with a Special Use Permit.

1202.5.7.2 The use is in harmony with the character of the neighborhood and compatible with the surrounding area;

- The proposal for the parking lot makes use of the parking lot that already exists, with a smaller footprint than what has historically existed, as noted in the Applicant narrative.
- With recommended conditions, Planning Staff believes the request is in harmony with the character of the neighborhood and compatible with the surrounding area.

1202.5.7.3 The use will not have an undue burden on available infrastructure;

- No water. Sewage disposal system handled by portable toilets. Road access via Fall River Road, county maintained road. No undue burden on services expected.

## Criteria for Approval

### 1202.5.7.4 The use will not result in undue traffic congestion or traffic hazards;

- Applicant states goal of parking lot to “improve traffic flow and reduce congestion and illegal on-street parking. Proper entry and exit points, along with clear signage, will ensure safe ingress and egress to the lot, mitigating potential traffic hazards.”
- Traffic analysis in application packet notes difficult existing conditions with on street parking and pedestrian safety.
- At capacity, the lots will accommodate roughly 220 trips (one in, one out) per day if the lot fills twice.
- Signage and circulation patterns on the site plan should reduce traffic hazards on site, pedestrian safety addressed in condition 7.

### 1202.5.7.5 The use will not cause significant air, odor, water, noise, or light pollution;

- Staff suggested condition for installation of five (5) signs directing motorists to not leave vehicles idling to address noise, air, odor concerns.
- Snow storage required and shown on the proposed site plan. A BMP Permit will be required to address water runoff and pollution.
- While there is no lighting planned for the parking lot at this time, Staff included a condition regarding outdoor lighting on the parcel.

### 1202.5.7.6 All sanitation requirements will be met;

- Eight (8) portable toilets with hand sanitizer - Six (6) standard and two (2) ADA toilets.
- Six (6) bear-resistant trash receptacles.
- Three (3) pet waste station with supplied bags.
- To be consistent with past parking lot approvals, staff is including the condition that the property owner install animal-proof trash containers and that the placement, maintenance, and seasonal use of the portable bathrooms be approved by the Environmental Health Department.

## Criteria for Approval

### 1202.5.7.7 Parking is adequately provided;

- No minimum number of parking spaces for Use, dimensions of spaces conform to standards.

### 1202.5.7.8 Adequate buffering and screening is provided, when appropriate;

- The property is buffered by Fall River Road to the east and pine trees line the west and south boundary of the parking area.
- No additional screening will be required at this time beyond screening of portable toilets.

### 1202.5.7.9 The use shall demonstrate compliance with the County's Best Management Practices (BMP's);

- The project will require a BMP Permit, submitted to and approved by the Site Development department.

### 1202.5.7.10 The use will not otherwise be detrimental to the health, safety, or welfare of the present or future inhabitants of Clear Creek County, nor inconsistent with Section 1 - Title, Authority, and Interpretation, Subsection E. Purposes, of these Regulations.

- With the suggested conditions, it does not appear that the proposal will be detrimental to the health, safety, or welfare of the present or future inhabitants of Clear Creek County and staff does not believe the proposed use to be inconsistent with Section 1-Title, Authority, and Interpretation, Subsection 105 Purposes, of the *Clear Creek County Zoning Regulations*.

## Conditions – (abridged) – Full list in Resolution Attachment 5

1. This Special Use Permit (Permit) is approved only for uses defined.
2. Within 6 months from approval, the holder of this Permit shall meet and maintain full compliance with the stipulations and conditions set forth herein, except for Conditions 16-18.
3. The holder of this Permit shall meet and maintain full compliance with all other applicable zoning regulations at all times during the life of the Permit.
4. The Planning Department may verify compliance with the approved Permit at any time.
5. The property owner may request in writing the termination of the Permit at any time.
6. Property owner shall maintain a minimum 10-foot “clear zone” at all times between the edge of Fall River Road and any fixed above grade obstructions.
7. Pedestrian crossing signs shall be placed in both directions along Fall River Road in vicinity of subject parcels.
8. The property owner shall install signs requesting that patrons of the parking lot refrain from idling vehicles for prolonged periods of time.
9. Installation of parking blocks, signage to delineate approved parking spaces.

## Conditions

10. Lighting on the property shall not exceed 12 feet in height, shall be fully shielded, shall be motion activated, and shall utilize Dark Sky approved lighting fixtures.
11. No additional signage on premise, off premise, or within ROW other than what is permitted in this SUP.
12. Minor structure not to exceed 400 feet and retail uses in structure shall be seasonal. *Added at PC hearing:* The minor structure shall not exceed 15 feet in height, per the definition of Height of Building in the County Zoning Regulations.
13. The property owner shall install and maintain (8) portable sanitary toilet as permitted by County EH. A plan for servicing and maintaining the toilet(s) shall be approved by County EH. Screening approved by Planning.
14. The property owner shall provide six (6) animal-proof trash containers and three (3) pet waste stations and be stored in bear-proof containers or made unavailable to all domestic and wild animals.
15. The Applicant shall submit an application to the Colorado State Forest Service to provide further review and/or visit the site to develop specific recommendations to address wildfire hazard mitigation and/or forest health needs for the property and shall submit any additional comments from the Agency to the Planning Department.

## Conditions

16. The Applicant shall improve the parking lots to comply with current parking area standards, as set forth in the Road Design and Construction Manual, pursuant to the timeline and alternative options set forth in Condition #18 below.
17. The Applicant shall remove the existing 650 square foot structure from the Property, pursuant to the timeline and alternative options set forth in Condition #18 below.
18. Pursuant to Sections 1201.2 and 1202.1 of the County Zoning Regulations, the Property Owner shall have 3 years to fully satisfy and execute conditions 16 and 17 above, or within that timeframe:
  - a. Submit a request in writing for the termination of the Permit and cease the Special Uses on the Property.
  - b. Modify the existing 650 square foot structure to reduce the footprint to 400 square feet, pursuant to the Minor Structure definition, and satisfy Condition #16.
  - c. Submit and pay the fee for a new planning application(s) (not a Pre-Application meeting) for redevelopment of the property, limited specifically to the following application types: Rezoning (including PD), Development Review, Major, Minor, or Multi-Unit Subdivision, Major or Minor Camping Permit, or a new Special Use Permit not related to this one. This condition expressly excludes all other planning application types.
  - d. Notify the Planning Department in writing that a Principal Use has been established on the Property, pursuant to the Principal Uses allowed in the C-1 District, listed in Section 2202.6 of the County Zoning Regulations, which will effectively terminate this Special Use Permit.

## Conditions

19. Prior to recording of this Resolution, a financial guarantee and development agreement to be reviewed and approved by the County Attorney's office, are required pursuant to Section 1202.6 of the County Zoning Regulations.
20. The restrictions herein set forth are binding upon all owners and respective successors-in-interest and run with the land.
21. To the extent that applicable state or federal rules, regulations, codes, ordinances, or laws are more restrictive than the stipulations and conditions contained herein, such applicable regulations shall supersede and govern at all times.

# Conclusions

- Staff recommends approval for the proposal at this time and welcomes BOCC discussion.
- Staff has provided a draft resolution 26-16 for consideration.



# Board Agenda Background

**Date:** 2/17/2026  
**To:** Board of County Commissioners  
**Through:** County Manager's Office  
**From:** Colton Rohloff, County Manager  
**Subject:** Meeting with the Gilpin County Board of County Commissioners to Discuss Common Matters of Interest Including, but not limited to, Charlie's Place and the Clear Creek County Sport Shooting Park

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## BACKGROUND

Clear Creek County and Gilpin County maintain a longstanding intergovernmental partnership across several shared service areas. This joint work session is intended to provide both Boards an opportunity to review current operations, discuss financial participation, and identify opportunities to strengthen coordination moving forward.

A primary shared service is the Clear Creek/Gilpin County Animal Shelter (Charlie's Place). The shelter operates as a no-kill facility and provides statutory animal holding services for law enforcement agencies in both counties. In 2025, the shelter impounded 166 dogs and 41 cats, with animals originating from both Clear Creek and Gilpin jurisdictions. Gilpin County contributes approximately \$77,800 annually toward shelter operations. The 2026 operating budget for the shelter is approximately \$361,200. Gilpin residents are also active participants in volunteer support, with nine volunteers contributing more than 3,200 hours in 2025.

The session will also include an update on the Clear Creek Sport Shooting Park, a multi-year regional partnership project funded through a combination of state grants, county contributions, and partner funding. Total project costs are anticipated to reach approximately \$2.995 million. Gilpin County contributed \$400,000 during Phase II of the project. The facility is scheduled to open May 1, 2026, and will support the closure of designated unsafe recreational shooting areas north of I-70 in both counties.

This work session is for discussion and coordination purposes only. No formal action is requested. The focus will be on operational updates, shared responsibilities, financial sustainability, and continued collaboration between the two counties.

## ATTACHMENTS:

1. CP Presentation Joint Meeting 2.17.2026
2. Annual Animal Services Report 2025
3. Shooting Range Update 2.12.2026
4. Gilpin Dogs and Cats Length of Stay 2025

# Clear Creek/Gilpin County Animal Shelter – *Charlie's Place*

Commissioner Update

Gilpin & Clear Creek Joint Meeting

February 17, 2025



***“Charlie’s Place, the Clear Creek/Gilpin Co. Animal Shelter, is to be a safe haven for any and all animals. Priority will be given to local animals, but Charlie’s Place will remain open as a no-kill facility to any animals in need of sanctuary. These are my wishes.” (2/9/08).***

## **The Inspiration**

*Helen L. Buck, a county resident and lifelong animal lover, donated the 7 ½ acres of land the shelter sits on in honor of her favorite German Shepherd, “Charlie.” The current 5,400 square foot facility opened in July, 2007, replacing the old structure built in the 1970s, located in the County Shops in Dumont, which had deteriorated beyond the point of repair. Citizens strongly supported the new building by passing a mill levy in November, 2005. The shelter’s dedication plaque states that Charlie’s Place is “dedicated to saving the lives of companion animals.”*

# Why do we need an Animal Shelter?

Caring for animals that we have domesticated, is basic and humane. Providing care and shelter for animals has community benefits as well.

- Medical care, like spaying and neutering, reduces overpopulation.
- Shelters provide a place for lost or stray animals that can pose public safety risks like bite incidents or car accidents
- Shelters help reduce the spread an animal borne disease
- Communities with high rates of pet ownership are healthier and happier
- Shelters elevate public education and understanding on responsible animal companionship and reduce euthanasia.



# Operating the Animal Shelter

- **Governance** - Animal Shelter's are regulated and governed by local ordinances and by state level regulation. In Colorado this takes place via the Colorado Department of Agriculture (CDA) Pet Animal Care and Facilities Act (PACFA)
  - PACFA declares that homeless animals deserve care and enrichment, and requires timely medical and behavioral care.
- **Budget** – Charlie's Place 2026 annual expense budget is around \$361,200, Gilpin County contributes \$77.8k.
- **Hours & Staff** – the Shelter operates 10 hours a day, 7 days a week and 3.675 FTEs. This level of FTEs does not sustainably allow for there 2 people to on shift for all hours of operation.

# Key Program: Holding Facility Services

Animal Holding— A key statutory service, all law enforcement entities in CC and Gilpin including the municipalities, utilize Charlie's Place for Animal Holding.

- Impounding strays, surrenders,
- Law Enforcement holds,
- EMS holds
- Redeeming animals



Just as when you have a holding facility for humans, it is more than putting them in a cage, feeding them and walking them. And PACFA requires that medical care and enrichment be provided. **Providing Holding Facility Services means:**

- Medical care, training and/or enrichment when they are there
- Transitioning them out of the Shelter:
  - Finding or working with their owner
  - Networking for adoption, fostering or rescue

# Key Program: Community Partnerships & Volunteers

Friends of Charlie's Place (FOCB) is a key partner providing funds to cover key services:

- Basic Veterinary Care
- Spays and Neuters
- Vaccinations
- Emergency Medical Care
- Training & Enrichment
- Pet food and supplies.



Evergreen Animal Protection League

- Accepts placement of certain strays like litters of kittens and puppies

Volunteers

- Robust program of daily and weekly volunteers who assist with enrichment and animal care and shelter chores like laundry and cleaning.
- Charlie's Place in Q1 2025 has averaged 61 hours a week of volunteer support.

# Key Program: Resident Services

Services & Clinics – Charlie's Place delivers extensive, meaningful community services:

- Low cost vaccination & microchipping
- Access to low-cost spay/neuter surgeries
- Free, now weekly, dog training clinics
- Adoptable Dog Program
- Trap/neuter/return program for feral cats

- Providing referrals to outside resources
- Listings for community members re-homing their animals
- Humane trap loan
- Emergency evacuation assistance



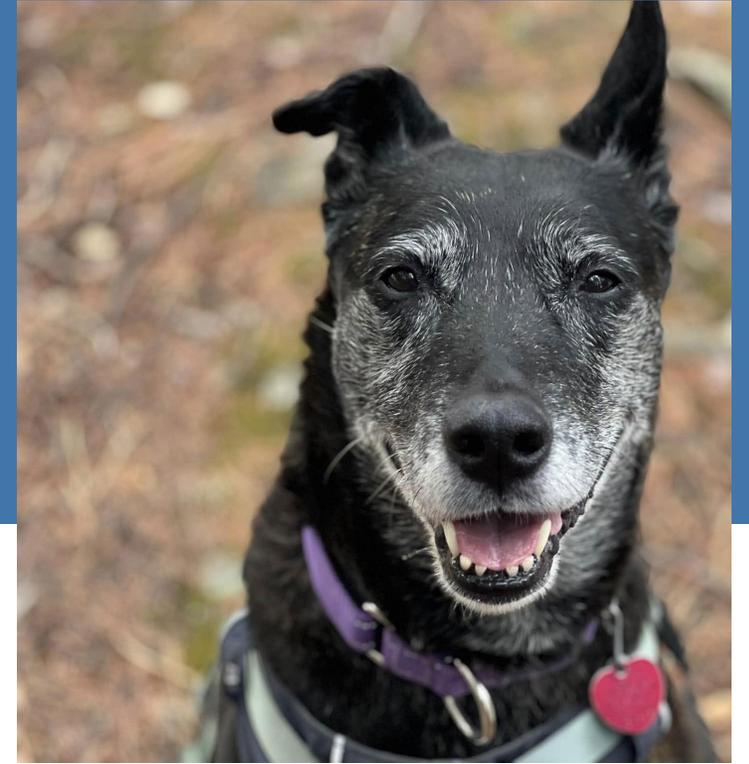
# Shelter Goals

Goal	Tactic
Maintain relationship with FOCF	Continue to operate as a no-kill shelter
Bring more companion animals to the community	Expand Adoption and Foster Programs.
Responsible use of public funds	Quality care, training, staffing that allows visiting hours
Support humane treatment of animals	Rescue partnerships, and access to low cost vet care
Provide community education and support	Spay neuter, vaccination & training clinics & resources
Find new revenue streams	Adoption fees, kennel leasing, animal holding service fees

# Funding of Animal Shelter Services

This chart shows the extent of support that comes from partners; the key supporter Friends of Charlie's Place and other supporters like veterinarians and pet rescues. Much of this support covers medical and enrichment support; services that are legally required by PACFA. If these partners were not providing this support, we would have to cover it.

*Hidden revenues				
Service	Approx. CCC Expense	FOCB contributions	Other Partner contributions. Volunteer time & donations	What it really costs
Staffing	\$303K	\$0	\$16K-25K	~\$325K
Facilities & Admin	\$27,500	\$0	\$0	~\$27.5K
Medical Care/Spay, Neuter	\$4500	\$61K	\$2-4K	~\$70K
Training, Care & Enrichment	\$12,500	\$27K		~\$39.5K
Food & Supplies	\$12,500	\$33K	\$5K	~\$50K
<b>Total</b>	<b>\$361K</b>	<b>\$121K</b>	<b>\$30K</b>	<b>~\$512K</b>
Less 20%: Gilpin County Revenue	-\$77,808			



Questions?



Clear Creek/Gilpin Co. Animal Shelter 2025 Gilpin Co. Highlighted

**Outflow**

Adopted:	10	26%
Redeemed/Returned to Owner:	6	15%
Euthanized:	1	3%
Died:	1	3%
Transferred Out:	17	44%
To Foster Care:	4	10%
<b>Total Outflow</b>	<b>39</b>	<b>100%</b>

Unclaimed Strays: 19

**Ending In-Shelter Inventory 12/31/25 11**

**Net Cats 2**

**Volunteers**

Number of volunteers:	35
Number of visits:	1449
Total hours:	3228

9 volunteers from Gilpin Co.

## CLEAR CREEK SPORT SHOOTING PARK UPDATE – 2/12/2026

Following 6+ years of planning, design, and construction, the Clear Creek Sport Shooting Park is scheduled to open May 1st! Construction of the shooting enclosures is planned in March and final preparations will be completed in April.

Phase IV of the project began in 2025 and the building is now fully operational following the installation of the new sewer line and water system. Installation of the benches and tables, target holders, and final site improvements is planned in April. The Clear Creek Metropolitan Recreation District will be managing the facility and operations and is scheduled to take occupancy on April 1<sup>st</sup>.



Per the **2019 U.S. Forest Service Recreational Sport Shooting Management Decision Notice**, when the new range is open to the public, the Forest Service will close the areas north of I-70 in Clear Creek and Gilpin County that have been designated unsafe for recreational shooting. Total cost of the range is anticipated to be:

Phases	CPW Funding	CCC	Other \$	Other:	Total Budget
I – 2019/20	90,000	25,000	5,000	Sportsmen Club	\$ 120,000
II – 2021/22	860,000	125,000	400,000	Gilpin County	\$1,385,000
III – 2023/24	300,000	200,000	250,000	ARPA	\$ 750,000
IV – 2025/26	250,000	375,000	115,000	DOLA Grant	\$ 740,000
<b>Total</b>	1,500,000	\$ 725,000	\$ 770,000		\$ 2,995,000

### Clear Creek Sport Shooting Park

3204 Stanley Road

Open to the Public

Funded by:



DOGS			Length of Stay							Totals	
Impound #	Type	Name	1 Day	2-7 Days	7-14 Days	14-31 Days	1-2 Mos.	2-4 Mos.	4-6 Mos.	>6 Mos.	Totals
25-22	Unclaimed stray	Pumba					1				
25-30	Unclaimed stray	Yuki						1			
25-45	Surrender	Reggie		1							
25-55	Hold	Montgomery					1				
25-56	LE Hold; owner arrested (felony assa	Max							1		
25-57	LE Hold; owner arrested (felony assa	Alice						1			
25-62	Surrender	Murphy/Moki	1								
25-63	Hold	Lewis		1							
25-79	Stray	Monty					1				
25-65	Stray	Carrie			1						
25-66	Stray	Doug			1						
25-83	Unclaimed stray	Alice 2					1				
25-86	Hold--Mental Health	Alistair						1			
25-108	Hold	Bugs	1								
25-118	Stray	Lulu	1								
25-123	Unclaimed stray	Rita					1				
25-130	LE Hold; owner arrested (stalking)	Princess			1						
25-131	LE Hold; owner arrested (stalking)	Pippy			1						
25-132	LE Hold; owner arrested (stalking)	Serenity			1						
25-145	Stray	Sysco	1								
25-146	Stray	Reggie's Mom	1								
25-147	Unclaimed stray	Blanco					1				
<b>Total</b>			<b>5</b>	<b>2</b>	<b>5</b>	<b>5</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>22</b>
<b>Percentage</b>			<b>23%</b>	<b>9%</b>	<b>23%</b>	<b>23%</b>	<b>9%</b>	<b>9%</b>	<b>5%</b>	<b>0%</b>	<b>100%</b>
CATS			Length of Stay							Totals	
Impound #	Type	Name	1 Day	2-7 Days	7-14 Days	14-31 Days	1-2 Mos.	2-4 Mos.	4-6 Mos.	>6 Mos.	Totals
25-01c	Unclaimed stray/abandoned	Harry					1				
25-02c	Surrender	Bear		1							
25-22c	Unclaimed stray/abandoned	Izzy					1				
25-26c	Stray	DeeDee	1								
25-27c	Stray	Ruby	1								
25-28c	Surrender	Grease						1			
25-38c	Surrender	Princessa					1				
25-39c	Stray	Salem					1				
25-40c	Stray	Jessie						1			
<b>Total</b>			<b>2</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>9</b>
<b>Percentage</b>			<b>22%</b>	<b>11%</b>	<b>0%</b>	<b>33%</b>	<b>11%</b>	<b>22%</b>	<b>0%</b>	<b>0%</b>	<b>100%</b>



# Board Agenda Background

**Date:** 2/17/2026  
**To:** Board of County Commissioners  
**Through:** County Manager's Office  
**From:** Colton Rohloff, County Manager  
**Subject:** Work Session: Gateway Partnership for Early Childhood Member Memorandum of Understanding

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## **BACKGROUND**

Clear Creek County and Gilpin County maintain a longstanding intergovernmental partnership across Gateway Partnership for Early Childhood (GPEC), a program of Jefferson County Public Health, serves as the designated Early Childhood Council (ECC) for Jefferson, Gilpin, and Clear Creek counties. The ECC is responsible for coordinating and aligning early childhood services across the region in accordance with Colorado state law.

Clear Creek County has been invited to participate as a Member Organization of GPEC through execution of a proposed Memorandum of Understanding (MOU). The draft MOU outlines the County's participation on the GPEC Board of Directors, including the designation of a representative, expectations for meeting attendance and engagement, and shared accountability for improving outcomes for children and families.

The MOU establishes GPEC's role in managing ECC operations, administration, reporting, and compliance, with Jefferson County Public Health serving as the fiscal agent. The agreement is effective for one year upon signature and may be terminated by either party with thirty days' written notice.

Given the regional governance structure and the expectations associated with Board participation, staff is requesting a work session to review the proposed MOU, discuss representation and alignment with County priorities, and receive Board direction prior to bringing forward any formal action.

## **ATTACHMENT:**

1. MOU Gateway Partnership

## Gateway Partnership for Early Childhood Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is between Gateway Partnership for Early Childhood, (“GPEC” or the “Partnership”) a program of Jefferson County Public Health (JCPH), and the undersigned organization (“Member Organization”). This MOU confirms the Member Organization’s participation in the Partnership, the designated Early Childhood Council (ECC) for Jefferson, Gilpin, and Clear Creek counties.

### 1. Purpose

The purpose of this MOU is to describe how the Member Organization will participate in, collaborate, and support the work of the Partnership through service on its Board of Directors, as required by Colorado state law governing Early Childhood Councils. The Partnership brings together cross-sector organizations and community representatives to improve access, coordination, and quality of early childhood services across the region, consistent with the responsibilities of Early Childhood Councils under Colorado law. The Partnership works to strengthen coordination, alignment, and impact across early childhood programs and services so children and families in the three-county region can thrive.

### 2. Role of Gateway Partnership for Early Childhood

GPEC, as a program of JCPH, serves as the ECC and is responsible for managing ECC operations and administration; meeting all state and contractual requirements; reporting, and accountability; and final decisions related to ECC priorities, plans, and outcomes. JCPH shall serve as the fiscal agent.

### 3. Board Structure

The Board will include no more than twelve (12) members. Membership will reflect required as well as recommended ECC stakeholder groups and include representation from Jefferson, Gilpin, and Clear Creek counties. Members are appointed by GPEC.

### 4. Expectations of Member Organizations

By signing this MOU, the Member Organization agrees to:

- Designate one representative who is familiar with the organization’s work and able to participate consistently and meaningfully.
- Attend meetings and planning sessions as reasonably scheduled.
- Come prepared for meetings and review materials in advance when provided.
- Share perspectives and information that improve coordination and alignment across early childhood services.
- Share relevant updates back to their organization or sector when appropriate.
- Participate respectfully and constructively in discussions.
- Support shared accountability for improving outcomes for children and families.
- Recognize and support JCPH’s role as fiscal agent for ECC operations and deliverables.

### 5. Replacement or Change of Designated Representative

The Member Organization may change its designated representative by providing written notice to GPEC naming a replacement member who is familiar with the member organization's work and able to participate consistently. GPEC may request a change in

representation if participation expectations are not being met or if a different representative would better support the work of the Board. Changing representatives does not change the Member Organization's responsibilities under this MOU.

#### 6. Scope and Limitations

This MOU does not create a legal partnership, joint venture, or nonprofit governing body.

#### 7. Confidentiality and Conflicts of Interest

Board representatives agree to respect confidentiality when sensitive information is shared and to disclose any real or potential conflicts of interest related to ECC funding, contracts, or decisions.

#### 8. Term and Modification

This MOU becomes effective when signed and remains in effect for one (1) year unless ended earlier by either party. The MOU may be renewed or updated by mutual written agreement.

#### 9. Withdrawal

Either party may end this MOU without cause with thirty (30) day written notice to the other party. Ending participation does not affect responsibilities or actions that occurred before the withdrawal date.

#### 10. Non-Discrimination

All activities under this MOU will comply with applicable federal, state, and local non-discrimination laws and policies.

#### 11. Signatures

##### Member Organization

Organization Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

##### Gateway Partnership for Early Childhood

Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_