PARK COUNTY BOARD OF COMMISSIONERS  
WORK SESSION  
856 CASTELLO AVENUE  
FAIRPLAY, CO 80440  
WEDNESDAY, JANUARY 29, 2020

9:30 AM  ADMINISTRATIVE SESSION (OPEN)

. DISCUSSION RELATED TO 1041 REGULATIONS ASSOCIATED WITH MINERAL RESOURCE AREAS

Documents:

    Mineral Resource 1041 November clean.pdf

. DISCUSSION RELATED TO MEMORANDUM OF AGREEMENT SOUTH CENTRAL REGIONAL HOMELAND SECURITY EQUIPMENT AND PERSONAL SHARING BETWEEN THE CITY OF COLORADO SPRINGS, A COLORADO MUNICIPAL CORPORATION AND HOME RULE CITY; TELLER COUNTY, COLORADO; LAKE COUNTY, COLORADO; CHAFFEE COUNTY, COLORADO; PARK COUNTY, COLORADO; AND EL PASO COUNTY, COLORADO.

Documents:

    Memorandum of Agreement - South Central Regional Homeland Security Equipment and Personal Sharing.pdf

. DISCUSSION RELATED TO THE AGREEMENT FOR PROFESSIONAL SERVICES WITH VALUEWEST, INC. FOR PARK COUNTY ASSESSOR 2021 COMMERCIAL REAPPRAISAL

Documents:

    ValueWest Inc PSA WBW20200106 Signed by Contractor.pdf

The purpose of a work session is to provide for a free and open dialogue. Discussions are not limited to those items being on the agenda. NOTE: This WORK SESSION agenda may be modified with items either being added or deleted. Please check Website “parkco.us” for most updated agendas. If you need further information, please contact the BOCC (Board of County Commissioners) office at 719-836-4201.
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DIVISION 1 GENERAL

Section 101 Purpose. The purpose of these Regulations is to identify and designate certain areas of state interest and to enact guidelines for their administration, in a manner that is consistent with the statutory requirements and criteria in C.R.S. Section 24-65.1-101, et seq.

Section 102 Authority. These Regulations are authorized by, inter alia, 24-65.1-101, et seq.; 30-28-101, et seq.; 29-20-101, et seq.; and 24-32-111, C.R.S.

Section 103 Applicability.
A. These Regulations for Areas of State Interest shall apply to the designation and regulation of any area of state interest wholly or partially in the unincorporated areas of Park County, that has been or may hereafter be designated by the Board of County Commissioners.
B. These Regulations shall apply to all Matters of State Interest designated by the County whether located on private or public lands within the unincorporated areas of Park County.

Section 104 Findings.
A. The Board of County Commissioners finds that:
   1. The notice and public hearing requirements of Section 24-65.1-404, C.R.S. have been followed.
   2. These Regulations are necessary because of the intensity of current and foreseeable development pressures on and within Park County, the dangers that would result from uncontrolled conduct of such activity or development in an area of state interest, and the advantages of conduct of such activity in a coordinated manner.

Section 105. Designated Matters of State Interest.
A. Areas of State Interest. The following areas are designated to be of state interest and subject to the regulatory provisions of this Article 14.
   1. Mineral resource areas.

Section 106 Exemptions
A. Statutory Exemptions. These Regulations shall not apply to any development in an Area of State Interest if any one of the following is true:
   1. As of May 17, 1974,
      a. The specific development or activity was covered by a current building permit issued by the County; or
      b. The specific development or activity was directly approved by the electorate of the state or the County, provided that approval by the electorate of any bond issue by itself shall not be construed as approval of the specific development or activity; or
c. The specific development or activity is on land which has been finally approved by the County, with or without conditions, for Planned Unit Development or land use similar to a Planned Unit Development; or
d. The specific development or activity is on land which was either zoned or rezoned in response to an application which contemplated the specific development or activity; or
e. The specific development or activity is on land for which a development plan has been conditionally or finally approved by the appropriate governmental authority.

B. Specific Exemptions. The regulatory provisions of this Article shall also not apply to any of the following.

1. Development (grading, excavation or construction) associated with one single-family dwelling unit and associated accessory structures permitted in the applicable zone district.
2. Development (land preparation, reclamation or cultivation) associated with farming or ranching operations.

Section 107 Relationship to Other Regulations.

A. Inconsistencies or Conflict with Other Regulations and Plans.

1. If any provision of these Regulations for Areas of State Interest is found to be inconsistent or in conflict with provisions of any other regulation or enactment, the Park County Strategic Master Plan, or the statutory criteria for administration of Matters of State Interest set forth in §§ 24-65.1-202 and 204, C.R.S., the more stringent standards or requirements shall control.

B. Compliance with Other Applicable County, State and Federal Requirements Not Waived. Compliance with these Regulations for Areas of State Interest does not waive the requirements to comply with any other applicable state, local or federal law or regulation.

C. No Intent to Conflict. These regulations shall not be applied to create an operational conflict with any state or federal laws or regulations.

1. Coordinated Review. The applicant may request that the County application and review process be coordinated with the applicable state or federal agency review process. The County will eliminate redundant application submittal requirements and will coordinate its review of the application with that of other agencies, as appropriate.
2. Coordinated Permit Conditions. To the extent practicable and appropriate, the County will coordinate its approval of the application, including the terms and conditions of such approval, with that of other agencies.

Section 108 Severability. If any section, subsection, sentence, clause or phrase of these regulations is held to be invalid or unconstitutional by a court of law, such decision shall not affect the validity of these regulations as a whole or any part other than the part declared invalid.

Section 109 Duties of the Administrator. Unless otherwise specifically provided, it shall be the duty of the Administrator or its designee to perform all functions set forth in these regulations.
DIVISION 2 DESIGNATION PROCESS FOR AREAS OF STATE INTEREST

Section 201 Designation Process. The designation process shall be conducted as set forth in C.R.S. Section 24-65.1-101, et seq.

DIVISION 3 PERMIT APPLICATION AND REVIEW PROCESS

Section 301 Permit Required. No person may engage in development in a designated area of state interest without first obtaining either a Permit or a Finding of No Significant Impact under these Regulations.

A. Compliance Required for Final Plat Approval. If a development or activity subject to these Regulations is proposed as an integral part of a Subdivision or Planned Unit Development, the applicant shall comply with these Regulations prior to obtaining final plat approval.

B. Compliance Required for Building Permit. No Building Permit shall be issued by the County for an activity or development subject to these Regulations without the applicant having first obtained a Finding of No Significant Impact or a Permit under these Regulations, except for exempt development as described in Section 106.

C. Permit Not A Site Specific Development Plan. Permits issued under these Regulations shall not be considered to be a Site Specific Development Plan and no statutory vested rights shall inure to such Permit.

Section 302 Permit Authority Established. The Board of County Commissioners shall serve as the Permit Authority. The Permit Authority shall exercise all powers and duties granted it by these Regulations.

Section 303 Pre-Application Conference and Materials.

A. Pre-Application Conference.
   1. An application for permit to engage in an activity or development subject to these Regulations shall begin with a Pre-Application Conference between the applicant and the Administrator or staff. Participants in the Pre-Application Conference shall include appropriate staff to address potential issues raised by the Project.
   2. At the conference, the Administrator shall explain the regulatory process, the application fee and requirements and begin to evaluate the level of permit review that will be required.

B. Materials. At least three business days prior to the Pre-Application Conference, the applicant shall submit a brief explanation of the Project, including the following materials.
   1. The applicant’s name, address and phone number. If the applicant is not the owner of the property where the activity or development will occur, applicant shall also provide the name, address and phone number of the property owner and documentation that the property owner consents to the activity or development.
   2. Map prepared at an easily readable scale showing:
      a. Boundary of the proposed activity or development.
      b. Relationship of the proposed activity or development to surrounding topographic and cultural features such as roads, streams and existing structures.
c. Proposed building(s), improvements and infrastructure.
d. Topographic information in intervals not less than forth (40) feet.

3. Written summary of the project that is sufficient for determining the Level of Permit Review that will be required for the application.

Section 304 Levels of Permit Review and Determination of Level of Review.

A. Levels of Permit Review. There are two possible levels of permit review for a proposed project: Finding of No Significant Impact; or, Major Permit Review.

B. Determination of Level of Permit Review. The Administrator shall determine the appropriate level of permit review based upon the Pre-Application Conference and submittals.

1. Finding of No Significant Impact (FONSI). The Administrator may make a Finding of No Significant Impact, and a Permit under these Regulations will not be necessary, if the construction or operation of the activity, without mitigation, in its proposed location is unlikely to have any significant adverse impact to the County. The Administrator's decision shall take into consideration the approval standards set forth in Division 5, Permit Approval Standards.

2. Major Permit Review. If the Administrator determines that a Finding of No Significant Impact is not appropriate based upon review of the Pre-Application submittals and the information obtained at the Pre-Application Conference, then the Project shall be subject to Major Permit Review.

C. Notice of Determination of Level of Permit Review. The Determination of Level of Permit Review shall be made by the Administrator in writing within ten business days following the Pre-Application Conference.

1. Written Notice. Within [five (5)] calendar days of the Determination of Level of Permit Review, the Administrator shall notify the applicant, the Board, the County Manager and the County Attorney, in writing, of the determination. The notice shall include a description of the project and the procedure for requesting reconsideration of the Administrator's determination.

2. Publication of Notice of Administrator's Determination of Level of Permit Review. A notice of the Administrator's Determination of Level of Permit Review shall be posted on the County's web site not more than [fourteen (14)] calendar days after the date of determination. The notice shall describe the Project and the procedure for requesting reconsideration of the Administrator's determination.

D. Reconsideration of Administrator’s Determination of Level of Permit Review.

1. Call-up by the Board. The Board may, at its discretion, review and amend the Administrator's determination at the next regularly scheduled meeting of the Board for which proper notice can be accomplished following the date of written notice of determination.

2. Request for Reconsideration. Any affected party may request that the Board reconsider the Administrator’s determination at the next regularly scheduled meeting for which proper notice can be accomplished following the request. The request shall be in writing, within seven (7) calendar days following the date of written notice of determination.

E. Change in Level of Permit Review. At any time prior to the final decision on an application, the Administrator may decide that information received subsequent to the Pre-Application Conference indicates that the nature and scope of the impacts of the Project are such that a different level of permit review is required.
1. If a different level of permit review is required, the Administrator shall immediately notify the applicant, the Board, the County Manager and the County Attorney in writing.

2. The Administrator’s decision to change the level of permit review shall be subject to the reconsideration provisions in paragraph D of this Section.

Section 305 Consultant and Referral Agency Review. The following provisions for referral review apply to all applications proposing to engage in development in an area of state interest.

A. Consultant Review. The County may retain legal and technical consultants to review all or a portion of the application.

B. Referral Agency Review. The Administrator may send a copy of the complete application to and seek review comments from any local, state or federal agency that may have expertise or an interest in impacts that may be associated with the Project.

C. Applicant Responsible for Consultant and Referral Agency Review Fees. The costs of consultant and referral agency review are the responsibility of the applicant.

1. The County may require a deposit for payment of consultant and referral agency review fees, based upon estimated review costs, at the time of application and in addition to the application fees.

2. The County may suspend the application review process pending payment of review fees.

Section 306 Major Permit Review Process.

A. Outline of Process. The Major Permit Review process shall consist of the following procedures:

1. Pre-Application Conference
2. Application
3. Determination of Completeness
4. Evaluation by the Administrator, Staff Review
5. Public Hearing and Decision by the Board of County Commissioners

B. Review Process.

1. Pre-application Conference. A pre-application conference shall be held in accordance with the provisions of Section 303, Pre-Application Conference.

2. Application. The application materials required for an application for permit to engage in an activity of state interest or development in an area of state interest are set forth in Division 4, Permit Application Submittal Requirements.

3. Determination of Completeness. An application shall not be accepted unless it is complete. Within thirty (30) calendar days of receipt of the application materials, the Administrator shall determine whether the application is complete based on compliance with the submittal requirements set forth in Division 4, Permit Application Submittal Requirements.

   a. Application is Not Complete. If the application is not complete, the Administrator shall inform the applicant of the deficiencies in writing and shall take no further action on the application until the deficiencies are remedied. If the applicant fails to correct the deficiencies within sixty (60) calendar days, the application shall be considered withdrawn and returned to the applicant.

   b. Application is Complete. If the application is complete, the Administrator shall certify it as complete and stamp it with the date of Determination of Completeness.
c. **Extension of Time for Determination of Completeness.** The Administrator may authorize an extension of time to complete review for Determination of Completeness, up to an additional thirty (30) working days. The extension of time for Determination of Completeness shall be based upon the following considerations.

   (1) **Scope of Application.** The scope of application is sufficient to require additional time for the Administrator to review the application for a Determination of Completeness.

   (2) **Staff Workload.** The Department’s workload due to the volume and scope of pending land use change applications justifies the need for an extension of time to review the application for a Determination of Completeness.

4. **Schedule Public Hearing.** Not later than [thirty (30)] calendar days after receipt of a complete application for a Permit, the Administrator shall set a date for public hearing by the Board.

5. **Notice of Public Hearing.**
   a. **Notice by Publication.** No less than thirty (30) calendar days but no more than sixty (60) calendar days prior to the date of the public hearing, the applicant shall have published a notice of public hearing in a newspaper of general circulation in the area that the Project is located. The notice shall follow a form prescribed by the County.
   b. **Notice to Adjacent Property Owners.** At least thirty (30) calendar days but no more than sixty (60) calendar days prior to the date of the public hearing, the applicant shall send by certified mail, return receipt requested, a written notice of the public hearing to the owners of record of all adjacent property. The notice shall include a vicinity map, the property’s legal description, a short narrative describing the Project, and an announcement of the date, time and location of the scheduled hearing(s).
   c. **Proof of Notice.** At the public hearing, the applicant shall provide proof of publication and payment for publication, and proof of notification of adjacent property owners.

6. **Review by Referral Agencies and Consultants.**
   a. The Administrator may refer the application to consultants and referral agencies for review, pursuant to Section 305.

7. **Evaluation by Administrator, Staff Review.** The Administrator shall review the application to determine if the Project satisfies the applicable standards set forth in Division 5, *Permit Approval Standards*. The Administrator shall prepare a staff report discussing whether the standards have been satisfied, issues raised through staff and referral review, mitigation requirements and recommended conditions for approval to ensure that approval standards are satisfied, and additional information pertinent to review of the application.
   a. **Staff Report.** [Seven (7)] calendar days prior to the date of a public hearing, the Administrator shall submit a staff report to the applicant and to the Board. A copy of the staff report shall also be available for public review prior to the hearing.

8. **Review and Action by the Board of County Commissioners.** The Board of County Commissioners shall consider the application at a public hearing, upon proper public notice.
   a. **Conduct of Public Hearing.**
(1) The Board shall conduct the hearing in a manner to afford procedural due process to the applicant and any person who opposes the issuance of the Permit.
(2) The Board shall hear relevant testimony and receive relevant evidence, including the recommendations of the Administrator.
(3) The Board may impose reasonable time limits on presenters and witnesses.

b. Decision by Board. Following a public hearing, the Board of County Commissioners shall approve, approve with conditions or deny the application based upon compliance with the applicable standards in Division 5, Permit Approval Standards.

(1) Approval of Application. If the application satisfies the applicable standards, the application shall be approved.
(2) Denial of Application. If the application fails to satisfy the applicable standards, the application may be denied; or
(3) Conditional Approval of Application. The application may be approved with conditions determined necessary for compliance with applicable standards.

Section 307 Technical Revisions and Permit Amendments. Any change in the construction or operation of the Project from that approved by the Board shall require staff review and a determination of technical revision or permit amendment.

A. Technical Revisions. A proposed change shall be considered a technical revision if the Administrator determines that:
   1. There will be no increase in the size of the area affected or the intensity of impacts as a result of the proposed change(s); or
   2. Any increase in the area or intensity of impacts is insignificant.

B. Permit Amendments. Changes other than technical revisions shall be considered permit amendments. A permit amendment shall be subject to review as a new permit application.

C. Staff Review of Proposed Changes. The following information and materials shall be submitted by the permittee for staff review of the proposed changes.
   1. Documentation of the current permit approval.
   2. As-built drawings of the project, if available.
   3. Drawings and plans of proposed changes to the project.
   4. Statement of need for proposed changes.
   5. Description of additional or changed mitigation plans.

D. Notice of Administrator’s Determination.
   1. Written Notice. Within [five (5)] working days of the date of determination, the Administrator shall notify the applicant, the Board, the County Manager and the County Attorney, in writing, regarding the determination of whether the change is a technical revision or permit amendment.
   2. Publication of Notice of Director’s Determination of Level of Permit Review. A notice of the Administrator’s determination shall be published once in a newspaper of general circulation in the County, not more than [fourteen (14)] calendar days after the date of determination.

E. Reconsideration of Administrator’s Determination of Whether Change is a Permit Amendment or a Technical Revision.
   1. Call-up by the Board of County Commissioners. The Board may, at its discretion, review and amend the Administrator’s determination of whether the change is a permit amendment or a technical revision at the next regularly
scheduled meeting for which proper notice can be accomplished, following the date of written notice of the determination.

2. **Request for Reconsideration.** Any Affected Party may, within seven (7) days of the date of written notice of determination, request that the Board reconsider the Administrator’s determination at its next regularly scheduled meeting for which proper notice can be accomplished. The Board may review and/or amend the Administrator’s determination at its discretion.

**DIVISION 4 PERMIT APPLICATION SUBMITTAL REQUIREMENTS**

**Section 401 Description of Submittal Requirements.** The following submittal requirements shall apply to any application for permit to engage in development of an Area of State Interest subject to these Regulations. The Administrator may waive one or more of the submittal requirements when the submittal information would not be relevant to a determination as to whether the proposed project complies with the applicable standards for approval.

**A. Professional Qualifications.** The professional qualifications for preparation and certification of certain documents required by these Regulations are as follows.

1. **Civil Engineer.** Improvement plans and reports for water supply, sanitation, drainage, utilities, soils, grading, roads, structures and other civil engineering required to satisfy the requirements of these Regulations shall be prepared and certified by a professional engineer qualified in the specific discipline and licensed by the State of Colorado.

2. **Surveyor.** All documents containing land survey descriptions shall be prepared and certified by a certified Colorado Professional Land Surveyor.

3. **Geologist.** Geology reports shall be prepared by either a member of the American Institute of Professional Geologists or a member of the Association of Engineering Geologists.

4. **Other.** Other professionals retained by applicant to provide studies and analysis required by these Regulations shall demonstrate qualification in the specific field, to the satisfaction of the Board.

**B. Application Fees.**

1. The application shall be accompanied by an application fee in the amount(s) established by a Resolution of the Board of County Commissioners.

2. An estimate of the application fee will be provided by the County within ten (10) working days following the Pre-Application Conference and shall reflect the estimated cost of reviewing and processing the application package, including costs of copying, mailings, publications, labor and overhead, all hearings and meetings on the application package, and the retention of any consultants, experts and attorneys that the County deems advisable to aid the County during the permit application and approval process.

3. The application package must be accompanied by an initial payment of [twenty-five thousand dollars ($25,000)] for Major Permit Review. The County will establish and administer a schedule for the payment of subsequent installments of the application fee. The installments shall be structured so that, throughout the application process, the County retains a minimum balance of at least ten thousand dollars ($10,000). If the balance falls below the minimum balance, the County may cease processing the application package pending receipt of additional installments bringing the balance to at least the minimum amount. The
amount of the initial payment and the minimum balance required may be reduced upon a finding by the Administrator that the application processing and costs are likely to be less than the minimum amount set by these Regulations.

4. The County will deposit that portion of the application fee which is not necessary to cover current costs and expenses in an interest bearing escrow account. The County will obligate, encumber or use such funds, from time to time, at its discretion, when necessary to cover the cost of processing the application. Interest earned on the account will belong to the applicant and will be applied by the County toward subsequent installments of the application fee.

5. The County will maintain accurate records of the manner in which the application fee is used and will make such records available for inspection by the applicant and the public at reasonable times as determined by the County.

6. Any portion of the application fee submitted by the applicant, or any interest earned on such fee pursuant to paragraph B4 of this section, which is not necessary to cover the cost of processing the application package will be reimbursed to the applicant after the hearing process has been completed.

7. The County will take no action on the application package until all fees and expenses related to the application review process have been paid.

C. Application Form. The application form for a Permit to conduct development in an Area of State Interest shall be obtained from the Planning department.

1. Authorized Applicant. Completed application forms and accompanying materials shall be submitted to the Administrator by the owner, or any agent acting through written authorization of the owner.
   a. Authorized Agent. If the applicant is not the owner of the land, or is a contract purchaser of the land, the applicant shall submit a letter signed by the owner consenting to the submission of the application.
   b. Applicant is Not the Sole Owner. If the applicant is not the sole owner of the land, the applicant shall submit a letter signed by all other owners or an association representing all the owners, by which all owners consent to or join in the application.

D. Information Describing the Applicant.

1. The names, addresses, email address, phone numbers, organization form, and business of the applicant and, if different, the owner of the project.
2. Authorization of the application by the Project owner, if different than the applicant.
3. Documentation of the applicant’s financial and technical capability to develop and operate the Project, including a description of the applicant’s experience developing and operating similar projects.
4. The names, addresses and qualifications, including areas of expertise and experience with projects directly related or similar to that proposed in the application package, of individuals who are or will be responsible for constructing and operating the Project.
5. Written qualifications of those preparing reports and providing certifications required by these Regulations.

E. Information Describing the Project.

1. Detailed plans and specifications of the Project.
2. Detailed map(s) showing the location of existing and proposed structures together with proposed and existing transportation corridors and zoning classification, within a 2000’ radius.
3. Description of all conservation techniques to be used in the construction and operation of the project.
4. Discussion of the alternatives to the Project that were considered and rejected by the applicant, including the general degree of feasibility of each alternative.

5. Schedules for designing, permitting, constructing and operating the Project, including the estimated life of the Project.

6. The need for the Project, including existing and proposed facilities that perform the same or related function, and population projections or growth trends that form the basis of demand projections justifying the Project.

F. Property Rights, Permits and Other Approvals.

1. Description of property rights that are necessary for or that will be affected by the Project, and documentation establishing property rights and easement and right-of-way agreements connected with the property.

2. A list and copies of all other federal, state and local permits and approvals that have been or will be required for the Project, together with any proposal for coordinating these approvals with the County's permitting process.

3. Description of the water to be used by the Project and alternatives, including: the source, amount and quality of such water; the applicant's right to use the water, including adjudicated decrees, and application for decrees; proposed points of diversion and changes in the points of diversion; and, the existing uses of the water. If an augmentation plan for the Project has been decreed or an application for such plan has been filed in court, the applicant shall submit a copy of that plan.

4. Copies of all official federal and state consultation correspondence prepared for the Project; a description of all mitigation required by federal, state and local authorities; and copies of any draft or final environmental assessments or impact statement required for the Project.

G. Technical and Financial Feasibility of the Project.

1. The estimated construction costs and period of construction for each development component, and the total mitigation costs for the Project.

2. Revenues and operating expenses for the Project.

3. The amount of any proposed debt and the method and estimated cost of debt service.

4. Details of any contract or agreement for revenues or services in connection with the Project.

5. Description of the persons or entity(ies) who will pay for or use the Project and/or services produced by the development and those who will benefit from any and all revenues generated by it.

H. Socioeconomic Impact Analysis. A comprehensive analysis of the socioeconomic impact of the Project. Descriptions in this section shall be limited to the Impact Area, and shall include an analysis of existing conditions, supported with data, and a projection of the impacts of the Project in comparison to existing conditions. The analysis shall include a description of how the applicant will comply with the applicable standards set forth in Division 5, Permit Approval Standards of these Regulations.

1. Land Use.

a. Description of existing land uses within and adjacent to the Project.

b. Description of provisions from local land use plans, comprehensive plans/master plans, and intergovernmental agreements that are applicable to the Project, and an assessment of whether the Project will be consistent with or further the objectives of those provisions.

c. Description of impacts and net effect that the Project would have on existing and future land use patterns.
2. **Local Government Services.**
   a. Description of existing capacity of and demand for local government services including roads, schools, water and wastewater treatment, water supply, emergency services, transportation, infrastructure and other services necessary to accommodate development.
   b. Description of the impacts and net effect of the Project on the capability of local governments that are affected by the Project to provide services.

3. **Financial Burden on County Residents.**
   a. Description of the existing tax burden and fee structure for government services, including assessed valuation, mill levy, rates for water and wastewater treatment, and costs of water supply.
   b. Description of impacts and net effect of the Project on existing tax burden and fee structure for government services applicable to County residents.

4. **Local Economy.**
   a. Description of the local economy, including revenues generated by the different economic sectors and the value or productivity of different lands.
   b. Description of impacts and net effect of the Project on the local economy; the use of land for agricultural, development and recreational purposes; and the opportunities for economic diversification.

5. **Housing**
   a. Description of existing seasonal and permanent housing including number, condition and cost of dwelling units.
   b. Description of the impact and net effect of the Project on housing during both the construction and operation stages of the Project.

6. **Recreational Opportunities.**
   a. Description of present and potential recreational uses in the area of the County where the Project will be located, including the number of recreational visitor days for different recreational uses and the revenue generated by types of recreational uses.
   b. Map depicting the location of recreational uses in the area of the County where the Project will be located such as fishery stream segments, access points to recreational resources, hiking and biking trails, and wilderness areas.
   c. Description of the impacts and net effect of the Project on present and potential recreational opportunities and revenues to the local economy derived from those uses.

7. **Areas of Paleontological, Historic or Archaeological Importance.**
   a. Map and description of all sites of paleontological, historic or archaeological interest.
   b. Description of the impacts and net effect of the Project on sites of paleontological, historic or archaeological interest.

I. **Environmental Impact Analysis.** Description of the existing natural environment and an analysis of the impacts of the Project to the natural environment. Descriptions in this section shall be limited to the Impact Area. The analysis shall include a description of how the applicant will comply with the applicable approval standards set forth in Division 5, *Permit Approval Standards* of these Regulations.

1. **Air quality.**
   a. Description of the airsheds that will be affected by the Project, including the seasonal pattern of air circulation and microclimates.
   b. Map and description of the ambient air quality and state air quality standards of the airsheds that will be affected by the Project, including
particulate matter and aerosols, oxides, hydrocarbons, oxidants and other chemicals, temperature effects and atmospheric interactions.

c. Descriptions of the impacts and net effect that the Project would have on air quality during both construction and operation under both average and worst case conditions.

2. **Visual Quality.**

   a. Map and description of ground cover and vegetation, forest canopies, waterfalls and streams, viewsheds, scenic vistas, unique landscapes and land formations or other natural features of visual importance.

   b. Map and description of existing and proposed buildings, including structure design and materials to be used for the Project.

   c. Descriptions of the impacts and net effect that the Project would have on visual quality.

3. **Surface Water Quality and Quantity.**

   a. Map and description of all surface waters that will be affected by the Project, including:

      (1) Description of provisions of the applicable regional water quality management plan that applies to the Project and assessment of whether the Project would comply with those provisions.

      (2) Description of applicable state water quality standards for water bodies that will be affected by the Project.

   b. Map and description of existing points of diversion for municipal, agricultural, industrial, and recreational uses of water within the County.

   c. Descriptions of the immediate and long-term impact and net effects that the Project would have on the quantity and quality of surface water under both average and worst case conditions.

   d. Description and net effects that the Project would have on municipal, agricultural, industrial, and recreational uses of water within the County, both under average and worst case conditions.

4. **Groundwater Quality and Quantity.**

   a. Map and description of all groundwater, including any aquifers that will be affected by the Project. At a minimum, the following information shall be provided:

      (1) Seasonal water levels in each subdivision of the aquifer affected by the Project.

      (2) Artesian pressure in aquifers and a description of how the Project may affect adjacent communities and users on wells.

      (3) Groundwater flow directions and levels.

      (4) Existing aquifer recharge rates and methodology used to calculate recharge to the aquifer from any recharge sources.

      (5) For aquifers to be used as part of a water storage system, methodology and results of tests used to determine the ability of the aquifer to impound groundwater and the aquifer storage capacity.

      (6) Seepage losses expected at any subsurface dam and at stream-aquifer interfaces and methodology used to calculate seepage losses in the affected streams, including description and location of measuring devices.

      (7) Existing groundwater quality and classification.

      (8) Location of all water wells and their uses.

   b. Description of the impacts and net effect of the Project on groundwater under both average and worst case conditions.
5. **Water Quantity**
   a. Map and/or description of existing stream flows and reservoir levels.
   b. Map and/or description of existing Colorado Water Conservation Board held minimum stream flows.
   c. Descriptions of the impacts and net effect that the Project would have on water quantity under both average and worst case conditions.

6. **Wetlands and Riparian Areas.**
   a. Map and description of all floodplains, wetlands, and riparian areas that will be affected by the Project, including a description of each type of wetlands, species composition, and biomass.
   b. Description of the source of water interacting with the surface systems to create each wetland (i.e., side-slope runoff, over-bank flooding, groundwater seepage, etc.).
   c. Description of the impacts and net effect that the Project would have on the floodplains, wetlands and riparian areas.

7. **Terrestrial and Aquatic Animals and Habitat.**
   a. Map and description of terrestrial and aquatic animals that will be affected by the Project including the status and relative importance of game and non-game wildlife, livestock and other animals; a description of stream flows and lake levels needed to protect the aquatic environment; description of threatened or endangered animal species and their habitat.
   b. Map and description of critical wildlife habitat and livestock range that will be affected by the Project including migration routes, calving areas, summer and winter range, and spawning beds.
   c. Description of the impacts and net effect that the Project would have on terrestrial and aquatic animals, habitat and food chain.

8. **Terrestrial and Aquatic Plant Life.**
   a. Map and description of terrestrial and aquatic plant life that will be affected by the Project including the type and density, and threatened or endangered plant species and habitat.
   b. Descriptions of the impacts and net effect that the Project would have on terrestrial and aquatic plant life.

9. **Soils, Geologic Conditions and Natural Hazards.**
   a. Map and description of soil, geologic conditions, and natural hazards, including soil types, drainage areas, slopes, avalanche areas, debris fans, mud flows, rock slide areas, faults and fissures, seismic history, and wildfire hazard areas.
   b. Descriptions of the risks to the Project from natural hazards.
   c. Descriptions of the impact and net effect of the Project on soil and geologic conditions in the area.

J. **Nuisance.** Descriptions of noise, glare, dust, fumes, vibration, and odor levels caused by the Project.

K. **Hazardous Materials Description.**
   1. Description of all hazardous, toxic, and explosive substances to be used, stored, transported, disturbed or produced in connection with the Project, including the type and amount of such substances and their location, the practices and procedures to be implemented to avoid accidental release and exposure, and any foreseeable impacts to the environment of such substances.
2. Location of storage areas designated for equipment, fuel, lubricants, chemical and waste storage with an explanation of spill containment measures.

L. Balance Between Benefits and Losses.
   1. Description of foreseeable benefits to the County created by the Project.
   2. Description of foreseeable losses of natural, agricultural, recreational, range or industrial resources within the County and loss of opportunities to develop those resources in the future.

M. Monitoring and Mitigation Plan.
   1. Description of all mitigation for the Project.
      a. Description of how and when mitigation will be implemented and financed.
      b. Description of impacts that are unavoidable and cannot be mitigated.
   2. Description of methodology used to measure impacts of the Project and effectiveness of proposed mitigation measures.
   3. Description, location and intervals of proposed monitoring to ensure that mitigation will be effective.

N. Additional Information May Be Necessary. The Administrator may request that the applicant supply additional information related to the Project as may be necessary for the Board to make a determination on whether the Project satisfies approval standards.

Section 402 Additional Submittal Requirements Applicable to Mineral Resource Areas.
A. In addition to the submittal requirements in Section 401, the following submittal requirements apply.
   1. Aerial photographs, if available, that reasonably portray the current condition of the area affected by the permit application. The area affected by the permit shall be outlined on the aerial photograph.
   2. List of the owners of mineral rights that will be affected.
   3. Type and location of mineral resources on and/or under the property.
   4. Analysis of the commercial feasibility of extracting the mineral resource.
   5. Map or maps portraying the geologic conditions of the area with specific attention to the designated mineral resource deposit. If appropriate or needed, subsurface geologic cross sections shall also be utilized to portray the geologic conditions at depth. If possible, the geologic maps shall be at the same scale and in the same format as the development plan maps.
   6. For applications proposing development of a mineral resource area without the intention of exploration or extraction of minerals, the following information shall be submitted.
      a. Evidence that the proposed development will not present an obstacle to extraction of the mineral resource on or under the subject property; or
      b. Evidence that the proposed development will be of greater economic value than the minerals present.

DIVISION 5 PERMIT APPROVAL STANDARDS

Section 501 Application of Standards. Approval of a Permit to engage in activities of state interest or development in areas of state interest shall be based on whether the Project satisfies the approval standards. In determining whether the Project satisfies applicable standards, the Board shall take into consideration the construction, operation and cumulative impacts of the
Project. A project cannot be segmented to avoid the requirements of these Regulations. If a project is to be phased over time or is composed of distinguishable elements, the impacts of all phases or elements of the development must be considered together when determining whether the project satisfies the applicable approval standards.

Section 502 Basic Approval Standards.

A. The following basic standards shall apply to all applications subject to review under these Regulations.

1. Prior to site disturbance associated with the Project, the applicant can and will obtain all necessary property rights, permits and approvals. The Board may, at its discretion, defer making a final decision on the application until outstanding property rights, permits and approvals are obtained.
   a. The Project will not impair property rights held by others.

2. The applicant has the necessary expertise and financial capability to develop and operate the Project consistent with all requirements and conditions.

3. The Project is technically and financially feasible.

4. The Project is not subject to significant risk from natural hazards.

5. The Project is consistent with relevant provisions of applicable land use and water quality plans, and will encourage appropriate land use.

6. The Project will not have a significant adverse effect on land use patterns.

7. The Project will not have a significant adverse effect on the capability of local government to provide services, or exceed the capacity of service delivery systems.

8. The Project will not have a significant adverse effect on housing availability or cost.

9. The Project will not create an undue financial burden on existing or future residents of the County.

10. The Project will not significantly degrade any current or foreseeable future sector of the local economy.

11. The Project will not have a significant adverse effect on the quality or quantity of recreational opportunities and experience.

12. The planning, design and operation of the Project will reflect principals of resource conservation, energy efficiency and recycling or reuse.

13. The Project will not significantly degrade the natural environment.

   Appendix “A” includes the considerations that will be used to determine whether there will be significant degradation of the environment. For purposes of this section, the term environment shall include:
   a. Air quality.
   c. Surface water quality.
   d. Groundwater quality.
   e. Wetlands and riparian areas.
   f. Terrestrial and aquatic animal life.
   g. Terrestrial and aquatic plant life.
   h. Soils and geologic conditions.

14. The Project will not cause a nuisance.

15. The Project will not significantly degrade areas of paleontological, historic, or archaeological importance.

16. The Project will not result in unreasonable risk of releases of hazardous materials.

   In making this determination as to such risk, the Board's consideration shall include:
a. Plans for compliance with federal and state handling, storage, disposal and transportation requirements.

b. Use of waste minimization techniques.

c. Adequacy of spill prevention and response plans.

17. The benefits accruing to the County and its citizens from the Project outweigh the losses of any natural, agricultural, recreational, grazing or commercial resources within the County, or the losses of opportunities to develop such resources.

18. The Project represents the alternative that best complies with these Regulations.

19. The Project is needed within the County and/or area to be served.

Section 503 Additional Standards Applicable to Mineral Resource Areas.

A. In addition to the standards in Section 502, the following standards apply.

1. Extraction and exploration of minerals shall be accomplished in a manner which causes the least practicable environmental disturbance. Surface area disturbance associated with the Project shall be reclaimed in accordance with the provisions of Article 32 of Title 34, C.R.S.

2. Areas containing only sand, gravel, quarry aggregate or limestone used for construction purposes shall be administered as provided by Part 3 of Article 1 of Title 34, C.R.S.

3. The proposed extraction and exploration of minerals would not cause significant danger to public health and safety.

4. If the economic value of the minerals present is less than the value of another existing or requested use, the other use should be given preference. Other uses which would not interfere with the extraction and exploration of minerals may be allowed.

DIVISION 6 FINANCIAL GUARANTEE

Section 601 Financial Guarantee Required. Before any permit is issued under these Regulations, the Board shall require the applicant to file a guarantee of financial security deemed adequate by the Board and payable to the County. The purpose of the financial guarantee is to assure the following:

A. That the Project is completed and, if applicable, that the Development Area is properly reclaimed.

B. That the applicant performs all mitigation requirements and permit conditions in connection with the construction, operation and termination of the Project.

C. That increases in public facilities and services necessitated by the construction, operation and termination of the Project are borne by the permittee.

D. That shortfalls to County revenues are offset in the event that the Project is suspended, curtailed or abandoned.

Section 602 Amount of Financial Guarantee. In determining the amount of the financial guarantee, the County shall consider the following factors:

A. The estimated cost of completing the Project and, if applicable, of returning the Development Area to its original condition or to a condition acceptable to the County.

B. The estimated cost of performing all mitigation requirements and permit conditions in connection with the construction, operation, and termination of the Project, including:
1. The estimated cost of providing all public services necessitated by the proposed activity until two (2) years after the proposed activity ceases to operate; and
2. The estimated cost of providing all public facilities necessitated by the proposed activity until all such costs are fully paid.

Section 603 Estimate. Estimated cost shall be based on the applicant's submitted cost estimate plus the Board’s estimate of the additional cost to the County of bringing in personnel and equipment to accomplish any unperformed purpose of the financial guarantee. The Board shall consider the duration of the development or activity and compute a reasonable projection of increases due to inflation. The Board may require, as a condition of the permit, that the financial security be adjusted upon receipt of bids to perform the requirements of the permit and Regulations.

Section 604 Form of Financial Guarantee
A. The financial guarantee may be in any form acceptable to the Board.
B. At least ten percent (10%) of the amount of the financial guarantee must be in cash deposited with the County’s treasurer and placed in an earmarked escrow account mutually agreeable to the Board and applicant.

Section 605 Release of Guarantee. The financial guarantee may be released only when:
A. The permit has been surrendered to the Board before commencement of any physical activity on the site of the permitted Project; or
B. The Project has been abandoned and the site has been returned to its original condition or to a condition acceptable to the County; or
C. The Project has been satisfactorily completed; or
D. A phase or phases of the Project have been satisfactorily completed allowing for partial release of the financial guarantee consistent with Project phasing and as determined appropriate by the Board; or
E. The applicable guaranteed conditions have been satisfied.

Section 606 Cancellation of the Financial Guarantee. Any financial guarantee may be canceled only upon the Board’s written consent, which may be granted only when such cancellation will not detract from the purposes of the security.

Section 607 Forfeiture of Financial Guarantee
A. If the Board determines that a financial guarantee should be forfeited because of any violation of the permit, mitigation requirements, conditions or any applicable Regulations adopted by the Board, it shall provide written notice to the surety and the permittee that the financial guarantee will be forfeited unless the permittee makes written demand to the Board, within thirty (30) days after permittee’s receipt of notice, requesting a hearing before the Board. If no demand is made by the permittee within said period, then the Board shall order the financial guarantee forfeited.
B. The Board shall hold a hearing within thirty (30) days after the receipt of the demand by the permittee. At the hearing, the permittee may present for the consideration of the Board statements, documents, and other information with respect to the alleged violation. At the conclusion of the hearing, the Board shall either withdraw the notice of violation or enter an order forfeiting the financial guarantee.
C. The deposit described above may be used by the Board in the event of the default or allowed default of the permit holder, only for the purposes of recovering on the surety or
fulfilling the permit obligation of the permit holder. In the event that the ultimate reviewing court determines that there has been a default by the permit holder, that portion of any moneys expended by the County from the escrow funds relating to such default shall be replaced in the escrow account by the Board immediately following such determination. The County may arrange with a lending institution, which provides money for the permit holder, that said institution may hold in escrow any funds required for said deposit. Funds shall be disbursed out of escrow by the institution to the County upon County’s demand for the purpose specified in this section.

D. If the forfeiture results in inadequate revenue to cover the costs of accomplishing the purposes of the financial guarantee, the County’s attorney shall take such steps as deemed proper to recover such costs where recovery is deemed possible.

Section 608 Substitute of Financial Guarantee. If the license to do business in Colorado of any surety upon a security filed pursuant to this regulation is suspended or revoked by any state authority, then the applicant shall within sixty (60) days after receiving notice thereof, substitute a good and sufficient surety licensed to do business in Colorado. Upon failure of the permittee to make substitution within the time allowed, the Board shall suspend the permit until proper substitution has been made.

DIVISION 7 PERMIT ADMINISTRATION AND ENFORCEMENT

Section 701 Enforcement and Penalties

A. Any person engaging in development in the designated Area of State Interest who does not obtain a Permit pursuant to these Regulations, who does not comply with Permit requirements, or who acts outside the jurisdiction of the Permit may be enjoined by the County from engaging in such development, and may be subject to such other criminal or civil liability as may be prescribed by law.

B. If the County determines at any time that there are material changes in the construction or operation of the Project from that approved by the County, the Permit may be immediately suspended and a hearing shall be held to determine whether new conditions are necessary to ensure compliance with the approval standards or if the Permit should be revoked.

Section 702 Permit Suspension or Revocation

A. The Board may temporarily suspend the Permit for a period of thirty (30) calendar days for any violation of the Permit or the applicable Regulations. The permit holder shall be given written notice of the violation and will have a minimum of fifteen (15) calendar days to correct the violation. If the violation is not corrected, the Permit shall be temporarily suspended for thirty (30) calendar days.

B. The County may revoke a permit granted pursuant to these Regulations if any of the activities conducted by the permittee violates the conditions of the Permit or these Regulations, or the County determines that the project as constructed or operated has impacts not disclosed in the application. Prior to revocation, the permittee shall receive written notice and be given an opportunity for a hearing before the Board. The Board may revoke the Permit or may specify a time by which action shall be taken to correct any violations for the Permit to be retained.
Section 703 Transfer of Permits. A Permit may be transferred only with the written consent of the Board. Consent shall be in the sole discretion of the Board. The Board shall ensure, in approving any transfer, that the proposed transferee can and will comply with all the requirements, terms, and conditions contained in the Permit, and these Regulations; that such requirements, terms, and conditions remain sufficient to protect the health, welfare, and safety of the public; and that an adequate guarantee of financial security can be made.

Section 704 Inspection. The Board may enter and inspect any property subject to these Regulations at reasonable hours for the purpose of determining whether the activity is in violation of these Regulations.

Section 705 Judicial Review. Any action seeking judicial review of a final decision of the Board shall be initiated within thirty (30) calendar days after the decision is made, in the District Court in and for the County of Park County, pursuant to Rule 106 of the Colorado Rules of Civil Procedure.

DIVISION 8 DEFINITION OF WORDS AND TERMS

Section 801 Definitions. The words and terms used in these Regulations for Areas of State Interest shall have the meanings set forth below. Where there is a conflict between these definitions and the definitions contained in Article 16, Definitions of this Code, these definitions shall control for purposes of this Article 14.

Administrator. The County Manager or another person designated by the Board of County Commissioners. The County Manager may designate their authority to another person.

Adverse. Unfavorable, harmful.

Affected Party. Any person with an interest in the outcome of the permit decision for the Project.

Building Restriction Line. A line which identifies suitable building area locations.

Code, or Land Use Code. The [title of county land use code].

Designation. That legal procedure specified by Sections 24-65.1-401, 402 and 406, C.R.S., for designating Matters of State Interest. It also includes the revocation and amendment of such designations.

Development. Any construction or activity which changes the basic character or the use of the land on which the construction or activity occurs.

Development Area. Those geographic areas within the County which will be developed or altered directly by construction or operation of the Project.

Efficient Use of Water. The employment of methods, procedures, controls and techniques to ensure the amount of water and the purpose for which water is used in the County will yield the greatest benefit to the greatest number of people. Such benefits will include but are not limited to economic, social, aesthetic, environmental and recreational.
Environment. All natural physical and biological attributes and systems including the atmosphere, climate, geology, soils, groundwater, surface water, wetlands, vegetation, animal life, physical features, natural hazards, topography and aesthetics.

Impact Area (Project). Those geographic areas, including the Development Area, in which any impacts are likely to be caused by the Project.

Matter of State Interest. An area of or an activity of state interest or both as listed in §§ 24-65.1-201(1) and 203(1), C.R.S.

Mineral Resource Area. An area in which minerals are located in sufficient concentration in veins, deposits, bodies, beds, seams, fields, pools, or otherwise as to be capable of economic recovery. The term Mineral Resource Area includes any area in which there has been significant mining activity in the past, there is significant mining activity in the present, mining development is planned or in progress, or mineral rights are held by mineral patent or valid mining claim with the intention of mining.

Mitigation. An action that will have one or more of the following effects:
1. Avoiding an impact by not taking a certain action or parts of an action.
2. Minimizing impacts by limiting the degree or magnitude of the action or its implementation.
3. Rectifying the impact by repairing, rehabilitating or restoring the impact area, facility or service.
4. Reducing or eliminating the impact over time by preservation and maintenance operations.
5. Compensating for the impact by replacing or providing suitable biological and physical conditions and by replacing or providing suitable services and facilities.

Natural Resources of Statewide Importance. The term is limited to shorelands of major, publicly owned reservoirs and significant wildlife habitats in which the wildlife species, as identified by the division of wildlife of the department of natural resources, in a proposed area could be endangered.

Net Effect. Relating to mitigation, the impact of an action after mitigation.

Permit. A permit for development in Areas of State Interest or for an Activity of State Interest, issued by the Board of County Commissioners pursuant to this Article 14.

Permit Authority. The Board of County Commissioners, or its designee.

Project. The construction and operation of an activity or other Development proposed under these Regulations throughout its life cycle including all ancillary structures, facilities, improvements, and activities, and all integrated components thereof, and any proposed land use directly related to such project if such project is to be located wholly or partially within the County.

Radioactivity. A condition related to various types of radiation emitted by natural or man-made radioactive minerals that occur in deposits of rock, soil, and water.

Regulations. Regulations for Areas and Activities of State Interest set forth in this Article 14.
**Seismic Effects.** Direct and indirect effects caused by an earthquake or an underground nuclear detonation.

**Siltation.** A process that results in an excessive rate of removal of soil and rock materials from one location and rapid deposit thereof in adjacent areas.

**Structure.** Any constructed or erected object which requires location on the ground or is attached to something located on the ground. Structures include but are not limited to buildings, decks, fences, signs, towers, cranes, flagpoles, antennas, smokestacks, earth formations and overhead transmission lines. Structures do not include paved areas.
DIVISION 9 FLOWCHARTS

Section 901 Designation Process Flowchart.

**DESIGNATION PROCESS**
**AREAS OF STATE INTEREST**
Section 204

- **Notice of Proposed Designation and Designation Hearing**
  Section 204A
  (public hearing by Board)

- **Public Notice**
  Section 204B
  1. Publish notice of hearing (no less than 30 calendar days but no more than 60 calendar days before hearing)
  2. Notice to affected and interested parties (no less than 30 calendar days but no more than 60 calendar days before the hearing, by certified mail)

- **Action by Board of County Commissioners**
  Section 204E
  (upon conclusion of the public hearing or within 30 calendar days, adopt, adopt with modifications, or reject proposed designation)
  1. If Board finds that an area is matter of state interest, Board shall designate and adopt regulations for administration

- **Recordation with County Clerk**
  Section 204G
Section 902 Major Permit Review Flowchart.

Pre-Application Conference
Section 303

Determination of Level of Permit Review
Section 304B
Notice of Determination of Level of Permit Review
Section 304C
1. Written notice within 5 calendar days
2. Publication of notice of determination of Level of Permit Review not more than 14 calendar days after date of determination

Reconsideration of Decision
Section 304D
1. Call-up by Board: reconsider at next regular meeting for which proper notice can be accomplished
2. Request for reconsideration, by affected party: within 7 calendar days following date of written notice of determination

Change in Level of Permit Review
Section 304E

MAJOR PERMIT REVIEW PROCESS
Section 306

Finding of No Significant Impact (FONSI)
Section 304B1

Application
Section 306B2 (submittal requirements described in Division 4)

Determination of Completeness
Section 306B3 (within 30 calendar days of receipt of application materials)

Schedule Public Hearing by Board
Section 306B4 (within 30 calendar days of determination of completeness, county shall set a date for public hearing)

Notice of Public Hearing
Section 306B5
1. Publish notice of hearing (no less than 30 calendar days but no more than 60 calendar days before the hearing)
2. Notice to adjacent property owners (no less than 30 calendar days but no more than 60 calendar days before the hearing, by certified mail)

Evaluation by Administrator/Staff
Section 306B7 (compliance with approval standards in Division 5)

Review by Consultant and Referral Agencies Section 306B6

Public Hearing and Decision by Board
Section 306B8 (approve, approve with conditions, or deny)
APPENDIX A

This Appendix provides examples of the types of concerns that the Board of County Commissioners will take into consideration in determining whether an application for a permit has complied with the approval standards contained in Division 5 of these Regulations.

A. The determination of technical and financial feasibility may include but is not limited to the following considerations:
   a. Amount of debt associated with the proposed activity.
   b. Debt retirement schedule and sources of funding to retire the debt.
   c. Estimated construction costs and construction schedule.
   d. Estimated annual operation, maintenance and monitoring costs.
   e. Market Conditions.

B. The determination of risk from natural hazards may include but is not limited to the following considerations:
   a. Faults and fissures.
   b. Unstable slopes including landslides, rock slides and avalanche areas.
   c. Expansive or evaporative soils and risk of subsidence.
   d. Wildfire hazard areas.
   e. Floodplains.

C. The determination of the effects of the proposed activity on capability of local government to provide services or exceed the capacity of service delivery systems may include but is not limited to the following considerations:
   a. Existing and potential financial capability of local governments to accommodate development related to the proposed activity.
   b. Current and projected capacity of roads, schools, infrastructure, housing, and other services and impact of the proposed activity upon the capacity.
   c. Changes caused by the proposed activity in the cost of providing education, transportation networks, water treatment and wastewater treatment, emergency services, or other governmental services or facilities.
   d. Changes in short or long term housing availability, location, cost or condition.
   e. Need for temporary roads to access the construction of the proposed activity.
   f. Change in demand for public transportation.
   g. Change in the amount of water available for future water supply in the County.

D. The determination of the effects of the proposed activity on the financial burden of existing or future residents of the County may include but is not limited to the following considerations:
   a. Changes in assessed valuation.
   b. Tax revenues and fees to local governments that will be generated by the proposed activity.
   c. Changes in tax revenues caused by agricultural lands being removed from production.
   d. Changes in costs to water users to exercise their water rights.
   e. Changes in costs of water treatment or wastewater treatment.
   f. Effects on wastewater discharge permits.
   g. Inability of water users to get water into their diversion structures.
   h. Changes in total property tax burden.
E. The determination of the effects of the proposed activity on any sector of the local economy may include but is not limited to the following considerations:
   a. Changes to projected revenues generated from each economic sector.
   b. Changes in the value or productivity of any lands.
   c. Changes in opportunities for economic diversification.

F. The determination of effects of the proposed activity on recreational opportunities and experience may include but is not limited to the following considerations:
   a. Changes to existing and projected visitor days.
   b. Changes to duration of kayaking and rafting seasons.
   c. Changes in quality and quantity of fisheries.
   d. Changes in access to recreational resources.
   e. Changes to quality and quantity of hiking trails.
   f. Changes to the wilderness experience or other opportunity for solitude in the natural environment.
   g. Changes to hunting.
   h. Changes to the quality of the skiing experience.

G. The determination of effects of the proposed activity on air quality may include but is not limited to the following considerations:
   a. Changes to seasonal ambient air quality.
   b. Changes in visibility and microclimates.
   c. Applicable air quality standards.

H. The determination of visual effects of the proposed activity may include but is not limited to the following considerations:
   a. Visual changes to ground cover and vegetation, waterfalls and streams, or other natural features.
   b. Interference with viewsheds and scenic vistas.
   c. Changes in appearances of forest canopies.
   d. Changes in landscape character types or unique land formations.
   e. Compatibility of building and structure design and materials with surrounding land uses.

I. The determination of effects of the proposed activity on surface water quality may include but is not limited to the following considerations:
   a. Changes to existing water quality, including patterns of water circulation, temperature, conditions of the substrate, extent and persistence of suspended particulates and clarity, odor, color or taste of water.
   b. Applicable narrative and numeric water quality standards.
   c. Changes in point and nonpoint source pollution loads.
   d. Increase in erosion.
   e. Changes in sediment loading to waterbodies.
   f. Changes in stream channel or shoreline stability.
   g. Changes in stormwater runoff flows.
   h. Changes in trophic status or in eutrophication rates in lakes and reservoirs.
   i. Changes in the capacity or functioning of streams, lakes or reservoirs.
   j. Changes in flushing flows.
   k. Changes in dilution rates of mine waste, agricultural runoff and other unregulated sources of pollutants.
J. The determination of effects of the proposed activity on groundwater quality may include but is not limited to the following considerations:
   a. Changes in aquifer recharge rates, groundwater levels and aquifer capacity including seepage losses through aquifer boundaries and at aquifer-stream interfaces.
   b. Changes in capacity and function of wells within the impact area.
   c. Changes in quality of well water within the impact area.

K. The determination of effects of the proposed activity on wetlands and riparian areas may include but is not limited to the following considerations:
   a. Changes in the structure and function of wetlands.
   b. Changes to the filtering and pollutant uptake capacities of wetlands and riparian areas.
   c. Changes to aerial extent of wetlands.
   d. Changes in species’ characteristics and diversity.
   e. Transition from wetland to upland species.
   f. Changes in function and aerial extent of floodplains.

L. The determination of effects of the proposed activity on terrestrial or aquatic life may include but is not limited to the following considerations:
   a. Changes that result in loss of oxygen for aquatic life.
   b. Changes in flushing flows.
   c. Changes in species composition or density.
   d. Changes in number of threatened or endangered species.
   e. Changes to habitat and critical habitat, including calving grounds, mating grounds, nesting grounds, summer or winter range, migration routes, or any other habitat features necessary for the protection and propagation of any terrestrial animals.
   f. Changes to habitat and critical habitat, including stream bed and banks, spawning grounds, riffle and side pool areas, flushing flows, nutrient accumulation and cycling, water temperature, depth and circulation, stratification and any other conditions necessary for the protection and propagation of aquatic species.
   g. Changes to the aquatic and terrestrial food webs.

M. The determination of effects of the proposed activity on terrestrial plant life or habitat may include but is not limited to the following considerations:
   a. Changes to habitat of threatened or endangered plant species.
   b. Changes to the structure and function of vegetation, including species composition, diversity, biomass, and productivity.
   c. Changes in advancement or succession of desirable and less desirable species, including noxious weeds.
   d. Changes in threatened or endangered species.

N. The determination of effects of the proposed activity on soils and geologic conditions may include but is not limited to the following considerations:
   a. Changes to the topography, natural drainage patterns, soil morphology and productivity, soil erosion potential, and floodplains.
   b. Changes to stream sedimentation, geomorphology, and channel stability.
   c. Changes to lake and reservoir bank stability and sedimentation, and safety of existing reservoirs.
   d. Changes to avalanche areas, mudflows and debris fans, and other unstable and potentially unstable slopes.
   e. Exacerbation of seismic concerns and subsidence.
O. The determination of the risks of a release of hazardous materials from the proposed activity may include but is not limited to the following considerations:
   a. Plans for compliance with federal and state handling, storage, disposal and transportation requirements.
   b. Use of waste minimization techniques.
   c. Adequacy of spill prevention and response plans.
MEMORANDUM OF AGREEMENT

South Central Region Homeland
Security Equipment and Personnel Sharing between The City of Colorado Springs, a Colorado municipal corporation and home rule city; Teller County, Colorado; Lake County, Colorado; Chaffee County, Colorado; Park County, Colorado; and El Paso County, Colorado

I. Purpose.

This Memorandum of Agreement ("Agreement") is entered by and between The City of Colorado Springs, a Colorado municipal corporation and home rule city ("City"); Teller County, Colorado; Lake County, Colorado; Chaffee County, Colorado; Park County, Colorado; and El Paso County, Colorado (hereinafter referred to as "The Jurisdictions"). For purposes of this Agreement, each Party may be referred to as a "Party" or collectively as "Parties".

This Agreement establishes the terms, conditions, and responsibilities between the Parties for deployment, management, and maintenance of regionally obtained assets, response personnel and incident support personnel. Additionally, this Agreement provides a framework for collaboration and mutual support for training, exercises, and emergencies. This Agreement is subject to the provisions of all applicable Federal and State laws, regulations, policies and standards.

II. Authority

The statutory authorities governing the Agreement include, but are not limited to, the following:

B. Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et al.
C. Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701 et al.
D. Intergovernmental Relationships, C.R.S. § 29-1-203
E. Workers' Compensation Act of Colorado, C.R.S. § 8-40-101 et al.

III. Effective Date, Modification, and Termination

This Agreement will become effective February 1, 2020 and continue with an indefinite term. This Agreement may be amended if mutually agreed upon, to change scope and terms of the Agreement. Such changes shall be incorporated as a written Amendment to this Agreement. This Agreement may be terminated by any Party at any time; however, the terminating party shall provide written notice to the other Parties at least thirty (30) days in advance of the effective date of termination unless there is a critical failure to perform.
IV. Equipment or Personnel Assistance

A. Any Party to this Agreement may request from another Party that equipment and/or personnel assistance be provided anywhere within the Requesting Party’s jurisdiction during an emergency, Declared Emergency, Declared Disaster, or other events requiring assistance within the requesting Party’s jurisdiction pursuant to Section IV.B. below. In the event equipment or personnel assistance is provided, any provision of equipment or personnel pursuant to this paragraph is subject to the conditions of Section IV.B-F below.

B. When an incident occurs within the jurisdiction of a Party to this Agreement, the impacted Party will first employ all its available resources for incident response. Each jurisdiction that is a Party to this agreement will provide emergency aid resources requested by the Requesting Party when (1) such resources are available as determined by the supporting jurisdiction(s); and (2) initial assessments indicate the scope of incident or probable timeliness for obtaining sufficient commercial or other mutual aid resources jeopardizes an effective and timely response required to save lives, prevent human suffering, or mitigate great property damage. Additionally, the Responding Party will evaluate the legality, lethality, risk, cost, and readiness of resources to identify issues prohibiting aid. The dispatch of equipment and personnel by the Responding Party under this Agreement is voluntary and is not required.

1. Upon determining assistance is needed, the Requesting Party agrees that it will complete the following tasks:

   a. Initiate request for specified assistance, with desired timeframe for reply of resource support availability, by most reliable and judicial means.

   b. Follow initial request with written or electronic communication and include personnel and/or equipment needs, desired reporting time and location, estimated response duration, and point of contact.

   c. Furnish an Incident Commander, an Incident Command Post, a staging area, and/or Emergency Operation Center (EOC), depending on the situation.


   e. Assign interoperable command and coordination channels or agree to patch required communication channels to provide for interoperable communications as needed.

2. Each Responding Party agrees that it will complete the following tasks:

   a. Acknowledge receipt of request for assistance and request written follow-up.

   b. Reply with resource availability decision within requested reply timeframe.
c. Direct supporting resources to report to the Incident Commander or staging area and perform assigned mission requests within qualifications, capability, and legal command authority.

d. Furnishes liaison to EOC (if activated) or agency representative(s) to Incident Command Post.

e. Provide own radios, cellphones, computers, and other means of communication and operates only on assigned command and coordination channels.

f. Provide logistical self-sustainment during initial operational period of support.

C. A request for equipment assistance may be for any homeland security funded equipment held by another Party. Upon receipt of a request for assistance from the Requesting Party, the Party receiving the request may dispatch any homeland security funded equipment, and/or personnel to operate that equipment, or regionally available function-specific personnel which the Responding Party deems, in the Responding Party’s sole determination and discretion, available for assistance.

D. Any request for assistance hereunder shall include a statement of the amount and type of equipment or personnel requested, and shall specify the location to which the equipment or personnel is to be dispatched, or contact information, and estimated duration of use. The Responding Party shall determine the specific personnel or equipment to be furnished, if any.

E. The Responding Party’s personnel and equipment shall be and remain under the command and control of the Responding Party’s company, battalion, or commanding officer in accord with NIMS procedures. In addition, the Responding Party’s personnel are responsible to continue to follow their own agency’s policies and procedures. If the Responding Party’s policies and procedures conflict with orders from the Incident Commander, the Responding Party must notify the Incident Commander and may not violate these policies. It will be the responsibility of the Incident Commander to resolve these discrepancies without asking the Responding Party to violate these policies. Emergency medical services will adhere to 6 CCR 1015-3 and the incident medical plan as approved by the Incident Commander.

F. When the equipment or personnel of the Responding Party is no longer required, or when the Responding Party’s equipment or personnel are needed by the Responding Party, the Responding Party’s personnel and equipment shall be released by the Requesting Party, Incident Commander, and/or Demobilization Unit Leader. If the Responding Party intends to withdraw any or all of its resources, the Responding Party will first notify the Incident Commander or Emergency Manager. After notification, the Responding Party will fulfill the appropriate demobilization requirements directed by the Incident Commander with associated documentation, prior to withdrawing its resources.
V. **Collaboration and Mutual Support**

A. The Parties intend to provide mutual support under NIMS. The Parties agree to make training and exercises available to the other Parties to this Agreement where practical and warranted by the intent of the training event.

B. It is the intent of the Parties to the Agreement to share lessons learned where the lessons are not classified and possibly applicable to the other Parties. No Party is required to share lessons learned which solely apply to its jurisdiction.

C. During an emergency, to the degree that communication and information sharing is workable, it is the intent of all parties to help ensure that all participating jurisdictions maintain situational awareness along with a common operating picture. Therefore, every reasonable effort will be made to maintain a continuous flow of incident operation information to all participating jurisdictions. This will normally be accomplished through information sharing between jurisdictional EOCs and, where applicable, the exchange of communication through Liaison Officers.

D. The Requesting Party’s Public Information Officer (PIO) agrees to keep the Responding Party’s PIO informed through an ongoing exchange of telephonic or electronic communications. Additionally, the Requesting Party may establish a Joint Information Center (JIC) with another Party or Parties to the agreement. If a JIC is established, each jurisdiction agrees to provide a PIO when requested and available.

VI. **Funding and Reimbursement**

A. The Parties to this Agreement agree that the purpose of this Agreement is to jointly accomplish, pursuant to C.R.S. § 29-1-203, activities which could be performed separately by each Party. Accordingly, it is agreed and understood for purposes of the Colorado Constitution, Article X Section 20, and the Colorado Springs City Charter, that any fees contributed or paid, or otherwise provided by any Party to this Agreement to another Party to this Agreement are and remain an expenditure of the contributing, paying, or otherwise providing Party, and are not revenue or expenditures of the receiving Party.

B. No Responding Party will charge the Requesting Party for assistance provided under this Agreement, except in the event that another culpable party exists such as a homeowner, insurance company, etc. In which case, the Requesting Party will seek reimbursement from the culpable party pursuant to C.R.S. § 29-22-104 and 40 C.F.R. pt. 310 (1998). The reimbursement charges will be those defined in the Cooperator Resource Rate Forms (CRRF), which each party is responsible for completing and entering into the state resource system in WebEOC.

C. Additionally, upon the conclusion of a resource assistance situation pursuant to this Agreement, the governing bodies of the participating Parties, by separate written agreement, may agree to reimburse or otherwise compensate each other for various costs or expenses incurred, or to assume various liabilities, resulting from the performance of
activities under this Agreement. If additional reimbursement is sought, a Responding Party will advise the Requesting Party of its request for reimbursement as soon as practicable. The Responding Party agrees to provide all information and documentation required for reimbursement to the Requesting Party.

D. A Responding Party will not deny or delay needed resources and support solely based on the inability or unwillingness of the Requesting Party to make a commitment to reimburse the Responding Party.

E. A Responding Party will not request, nor will the Requesting Party provide, any reimbursement for South Central Region (SCR) grant-funded equipment used for support.

F. Except as otherwise stated in this Agreement, no Party to this Agreement shall be required to pay any compensation to any other Party or any other Party’s personnel for any services rendered hereunder. Nothing in this Agreement shall be construed to place the personnel of any Party under the control or employment of another Party. Each Party remains responsible for all pay, entitlement, employment decisions, and worker’s compensation liabilities, for its own personnel. Moreover, maintenance support is equipment owner responsibility.

G. Nothing in this Agreement is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law, nor does any Party waive its immunities as law, including immunity granted under the Colorado Governmental Immunity Act. However, nothing in this paragraph shall be construed to prevent the distribution of any benefit or funds recovered by any Party on behalf of another Party pursuant to reimbursement or other costs recover from available private, state, federal, or other sources.

H. In accord with the Colorado Constitution, Article X, Section 20, and Section 7-60 of the Charter of the City of Colorado Springs, performance of the City’s obligations under this Agreement is expressly subject to appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City’s obligations under this Agreement, or appropriated funds may not be expended due to Constitutional or City Charter spending limitations, then the City may terminate this Agreement without compensation to any other Party.

I. In accord with the Colorado Constitution, Article X, Section 20, performance of any County’s obligations under this Agreement is expressly subject to appropriation of funds by that County. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the County’s obligations under this Agreement, or appropriated funds may not be expended due to Constitutional spending limitations, then that County may terminate this Agreement without compensation to any Party.
VII. General Provisions

A. Each Party to this Agreement agrees to waive all claims against every other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement. This provision does not waive any right to reimbursement pursuant to Section V.I. above.

B. This Agreement is subject to and shall be interpreted under the law of the State of Colorado. To the extent that any laws conflict, this Agreement shall be governed by the law of the Responding Party. Venue for disputes regarding this Agreement shall be the choice of the Responding Party.

C. The Parties agree and acknowledge that the activities contained in this Agreement are matters of local concern only and for the benefit of each Party’s inhabitants, and that the Parties have mutually joined together for the performance of the matters of local concern, and that nothing in this Agreement shall be construed as making any of the local concerns covered herein matters of mixed concern or statewide concern.

D. This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the Parties hereto.

E. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

F. The headings of the several articles and sections of this Agreement are inserted only as matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

G. The Parties to this Agreement are not partners or joint venturers as a result of this Agreement.

H. This Agreement shall not be construed to create a duty as a matter of law or contract for the provision of any equipment, service or assistance, the Parties recognizing and intending to exercise rights for mutual convenience which they may exercise independently, nor shall this Agreement be construed as creating a benefit or enforceable right for any person. Except as otherwise state in its terms, this Agreement shall not be construed to create a duty as a matter of law or contract for any of the Parties to assume any liability for injury, property damage, or any other damage that may occur by any
action or non-action taken, or service provided to the public or any person, as a result of
this Agreement

VIII. Notice

Points of Contact for each Party are as follows:

For Chaffee County:
Emergency Manager
Chaffee County
16550 U.S. Hwy 285
Salida, CO 81201

For El Paso County:
El Paso County Office of Emergency Management
3755 Mark Dabling Blvd.
Colorado Springs, CO 80907

For Park County:
Director of Emergency Management
Park County Office of Emergency Management
911 Clark Street
Fairplay, CO 80440

For Lake County:
Director of Emergency Management
Office of Emergency Management
505 Harrison Ave
P.O. Box 917
Leadville, CO 80461

For Teller County:
Emergency Manager
Teller County Sheriff’s Office
112 North A Street
Cripple Creek, CO 80813

For Colorado Springs:
Director of Emergency Management
Colorado Springs Office of Emergency Management
370 Printers Parkway
Colorado Springs, CO 80910

The addresses above may be changed from time to time by written notice to the other Parties.
By: ____________________________
    Greg Felt, Chairperson

ATTEST:

______________________________
Lori Mitchell, County Clerk and Recorder

APPROVED:

______________________________
Richard Atkins, Emergency Manager

Notice Address:
Attention: County Attorney
P.O. Box 699
Salida, CO 81201
Fax: 719 539-7442
Board of Commissioners of EL PASO COUNTY

By: ________________________________
    Mark Waller, Chairperson

ATTEST:

______________________________
Chuck Broerman, County Clerk and Recorder

APPROVED:

______________________________
Jim Reid, Executive Director

Notice Address:
El Paso County Office of Emergency Management
3755 Mark Dabling Blvd.
Colorado Springs, CO 80907
Board of Commissioners of PARK COUNTY

By: ____________________________
    Dick Elsner, Chairperson

ATTEST:

_____________________________
Debra Green, County Clerk and Recorder

APPROVED:

[Signature]
Gene Stanley, Emergency Manager

Notice Address:
Park County OEM
911 Clark Street
Fairplay, CO
Board of Commissioners of LAKE COUNTY

By: ________________________________
Sarah Mudge, Chairperson

ATTEST:

______________________________
Patty Berger, County Clerk and Recorder

APPROVED:

______________________________
Cailee Hamm, Emergency Manager

Notice Address:
Lake County Office of Emergency Management
700 E 10th St.
Box 917
Leadville, CO 80461
Deputy Chief of Staff, CITY of COLORADO SPRINGS

By: ________________________________
    Bret Waters, Deputy Chief of Staff

Notice Address:
Kevin Madsen
Colorado Springs Office of Emergency Management
370 Printers Parkway
Colorado Springs, CO 80910
Board of Commissioners of TELLER COUNTY

By: ________________________________
    Norm Steen, Chairperson

ATTEST:

_______________________________
Krystal Brown, County Clerk and Recorder

APPROVED:

_______________________________
Don Angell, Emergency Manager

Notice Address:
Emergency Manager
Teller County Sheriff's Office
112 North A Street
Cripple Creek, CO 80813
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ___ day of ____________, 2020 by and between the Board of County Commissioners of the County of Park, a Colorado county (the "County") and ValueWest, Inc., 5125 S. Kipling Parkway, Suite 302, Littleton, CO 80127, an independent contractor ("Consultant").

WHEREAS, Park County Assessor and the County require professional services provided by the Consultant; and

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

WHEREAS, the County and the Consultant desire to work collaboratively to provide said services to the Assessor in Park County.

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

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from Exhibit A, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall constitute a material change or amendment of services or work which is different from or additional to the Scope of Services. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the County. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract.

II. REPORTS, DATA AND WORK PRODUCT

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

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

C. The County acknowledges that the Consultant's work product is an instrument of professional services. Nevertheless, all work product prepared under this Agreement shall
become the property of the County upon completion of the work. Consultant shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Scope of Services shall remain the property of Consultant.

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

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Consultant, the County shall pay Consultant an amount not to exceed Twenty-Four Thousand Six Hundred Dollars ($24,600), as detailed in Exhibit B. The method and manner of payment shall be as specified in Exhibit B, attached hereto and incorporated herein by this reference. The maximum amount specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder. Notwithstanding the maximum amount specified in this subsection A, Consultant shall only be paid for work performed after its performance.

IV. COMMENCEMENT AND COMPLETION OF WORK

Consultant shall commence work as set forth in the Scope of Services on or after January 1, 2020 and shall complete work engaged with this contract before or by December 31, 2020. No work will be reimbursed until after the contract commencement date and no work completed after the end date will be reimbursed.

Unless terminated earlier as provided in Section VIII, the term of this Contract shall be from January 1, 2020 Through December 31, 2020.

The County at its sole option, may offer to extend this Contract for up to two additional one-year terms. The extension option may be exercised provided satisfactory service is given and all terms and conditions of the Contract have been fulfilled. Such extensions must be mutually agreed upon in writing, by and between the County and the Consultant, and approved by the Park County Assessor.

V. PROFESSIONAL RESPONSIBILITY

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

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

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

D. Approval by the County of reports and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the County's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

E. Because the County has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to the execute the services to be furnished by Consultant under this Agreement.

VI. INSURANCE

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

B. Consultant shall procure and maintain, and cause any subcontractor to Consultant to procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of One Hundred Fifty Thousand Dollars ($150,000.00) per person and ($600,000.00) Six Hundred Thousand Dollars per incident.

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand ($600,000) each occurrence and two million dollars ($2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the County and the County's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of one million dollars ($1,000,000) each claim and one million dollars ($1,000,000) general aggregate.
C. Any insurance carried by the County, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

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

E. Failure on the part of Consultant to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the County may immediately terminate this Agreement, or at its discretion, the County may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by Consultant to the County upon demand, or the County may offset the cost of the premiums against any monies due to Consultant from the County.

VII. INDEMNIFICATION

A. Consultant agrees to indemnify and hold harmless the County and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney's fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss or any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Consultant, or any person for whom the Consultant is legally liable, or any officer, employee, representative, or agent of Consultant, or which may arise out of any workers' compensation claim of any employee of Consultant.

B. Governmental Immunity/Limitation of Liability: Notwithstanding anything herein to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the “Colorado Governmental Immunity Act”, C.R.S. §24-10-101, et seq., as now or hereinafter amended. The parties understand and agree that the liability of the County for claims for injuries to persons or property arising out of negligence of County, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of C.R.S. §24-10-101, et seq., as now or hereafter amended and the risk management statutes, C.R.S. §24-30-1501, et seq., as now or hereafter amended. Any liability of the County created under any other provision of this contract, whether or not incorporated herein by reference, shall be controlled by, limited to, and otherwise modified so as to conform with, the above cited laws.
VIII. TERMINATION

This Agreement shall terminate at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, or upon the County providing Consultant with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the County's issuance of written notice of intent to terminate, the County shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the County shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Scope of Services, any use of documents by the County thereafter shall be at the County’s sole risk, unless otherwise consented to by Consultant. Furthermore, payment pursuant to this contract, if in federal funds, whether in whole or in part, is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. In the event that said funds, or any part thereof, become unavailable, as determined by the County, the County may immediately terminate this contract or amend it accordingly. Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The Consultant may terminate this Agreement for convenience by providing the County with fourteen (14) days advance written notice.

IX. CONFLICT OF INTEREST

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

X. INDEPENDENT CONTRACTOR

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

XI. ILLEGAL ALIENS

A. Certification. Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that the Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Consultant shall not:
(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

(1) If Consultant has employees, Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

(2) Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(3) If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Consultant shall:

a. Notify the subcontractor and the County within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement: and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with this Agreement.

E. If Consultant does not have employees, Consultant shall sign the “No Employee Affidavit” attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the “Department Program Affidavit” attached hereto.
XII. MISCELLANEOUS

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

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

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

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

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

The County: Monica Jones
Park County Assessor
P.O. Box 636
Fairplay, CO 80440-0636

Consultant: ValueWest, Inc
c/o John Zimmerman, President
5125 Kipling Parkway
Suite 301
Littleton, CO 80127

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

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

H. Assignment. Neither this Agreement nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

I. Governmental Immunity. The County, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the County and its officers or employees.
J. Rights and Remedies. The rights and remedies of the County under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the County's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

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

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF PARK

__________________________
Richard Elsner

ATTEST:

__________________________
County Clerk

APPROVED AS TO FORM:

__________________________
Erin M. Smith, County Attorney

CONSULTANT

By: ______________________
John Zimmerman, President

STATE OF COLORADO   )
) ss.
COUNTY OF Jefferson  )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 22nd day of January, 2020, by John Zimmerman as President of ValueWest, Inc.

My commission expires: 10/31/2020

Tracey Wood
Notary Public
NO EMPLOYEE AFFIDAVIT

[To be completed only if Consultant does not have any employees]

1. Check and complete one:

☐ I, _________________________, am a sole proprietor doing business as _______________________. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the County, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, _________________________, am the sole owner/member/shareholder of _______________________, a ______________________ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the course of my Agreement with the County, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

   The County must verify this statement by reviewing one of the following items:
   - A valid Colorado driver's license or a Colorado identification card;
   - A United States military card or a military dependent's identification card;
   - A United States Coast Guard Merchant Mariner card;
   - A Native American tribal document;
   - In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or
   - Any other documents or combination of documents listed in the County's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

   Consultant must verify this statement through the Federal Systematic Alien Verification of Entitlement program, the "SAVE" program, and provide such verification to the County.

_____________________________     ____________________
Signature                        Date
DEPARTMENT PROGRAM AFFIDAVIT

[To be completed if Consultant participates in the
Department of Labor Lawful Presence Verification Program]

I, ________________________, as a public contractor under contract with the County of Park (the “County”), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services (“Contract”) with the County within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

_____________________________  _________________________
Consultant Signature                      Date

STATE OF COLORADO   )
COUNTY OF _____________  ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of ________, 20__, by ______________________ as _____________ of _______________________.

My commission expires:

(S E A L)

_____________________________
Notary Public
EXHIBIT A - SCOPE OF WORK

Tasks Performed by the Consultant

Park County Assessor 2021 Commercial Reappraisal

Project

ValueWest understands the property tax system in Colorado. We will begin work on the project immediately upon the effective date of the contract term. The initial weeks will involve familiarizing ourselves with the Park County Commercial Real Estate marketplace. We will visit the county several times in the initial phase and perform sales inspections and verifications which will affect the reappraisal. Appraisal of real property requires the appraiser to adapt to the assignment based on knowledge gained during the assignment. Our approach will generally follow the model of gathering information, adapting strategy and applying methods in a repetitious manner throughout the project.

We will perform an income survey to determine rental rates, vacancy rates and expense ratios on some property types. This will be foundational to the development of our supporting income capitalization model. The results of the income method will eventually be compared to the results of the computer assisted mass appraisal (CAMA) model.

On appropriate property types, we will look at cost based valuation using the Marshall & Swift Valuation Service. These cost based values will also be compared to the valuations arrived at in the mass model on some property types. We will work on the adaptation of the County computer system to reconcile the approaches to value it a mass appraisal model valuation.

Eventually, the data collection phase will give way to the analysis phase which will mold the finalization of the mass appraisal model. We will conduct a series of sales ratio studies and other statistical analysis in order to determine the contributory value of various attributes. These will be used in the calibration of the mass model. The Realware system in the county is a familiar system for our company and we will be able to set up and calibrate our model without much assistance from the Assessor's staff.

The conclusion will be a well thought out mass appraisal model that best fits the universe of property as allowed by the available data. Ultimately our objective is to get fair and accurate values for the citizens of Park County.

After the reappraisal values are complete, we will work with taxpayers during the protest and appeal process. We will make appropriate adjustments to individual properties if justified and we will adjust mass model rates if systematic valuations are discovered.
PLAN DOCUMENT

Preliminary Analysis
ValueWest, Inc. will conduct a detailed sales ratio study on available sales data from the allowable data collection period. We will review the data by various stratifications to determine the current valuation level of various types of properties. We will analyze the protest records from each area and take the adjusted valuation levels into consideration in the development of new valuation models. We will develop a sales grid by neighborhood and economic area to find out where the strengths and weaknesses of the data are. We will do field inspections of many properties before, during and after the valuation models are built so that we can compare the resulting value with an onsite impression of validity.

Sales Review
ValueWest, Inc. will perform in person physical reviews of all commercial sales from the relevant sales data collection period. The physical reviews will be focused on creating familiarity with the property in terms of its physical condition, location, past and current use and ownership. The sales review will also include a detailed review of deeds and other relevant transfer documents related to the sale. The company will code the sales according to their respective utility in the appraisal process using the Colorado Division of Property Tax Assessor’s Reference Library, Course Materials and other content as a guideline.

Preliminary Ratio Analysis
ValueWest will conduct preliminary sales ratio analysis to determine current value level relative to the newly reviewed sales.

Time Trend Analysis
Importantly, we will perform and document a complete time trend analysis of the qualified commercial sales. The documentation will be suitable for audit compliance and will use several recognized methodologies including paired and matched sales, ratio trending and price per unit trending. The findings will be discussed with the county appraisal staff prior to finalization.

Application of Value
ValueWest will use information gathered in the prior phases to calibrate the County’s computer assisted mass appraisal software. Values generated after calibration will be reviewed and analyzed based on the relevancy of the cost approach, the sales comparison approach and the income approach to value. Calibration will be checked for audit compliance and results will be shared with the County Assessor prior to finalization of the values.

Defense of Value
ValueWest will make its staff available for a sufficient amount of time during the protest period as to meet with taxpayers or to discuss valuation protests. The Company will respond to taxpayer requests in a timely manner and with professionalism. The Company will hold “office hours” in the county during the month of May and June in order to meet with and answer taxpayers. Some office hours may, by necessity, be held using online
technology rather than a physical presence in the county. The company will make
decisions regarding protest value adjustments and will prepare support to be presented at
the County Board of Equalization when necessary. ValueWest will appear in person or at a
minimum over the telephone during the C.B.O.E appeals period. Every effort will be made
to appear in person. As taxpayers protest, we will politely listen, consider and if necessary,
adjust our values. We will defend the values when they are correct. We will provide and be
available for an adequate number of days for protest at the county courthouse.

ValueWest will represent the County at higher appeal levels for an additional fee of $75/hour
plus travel expenses at the option of the Park County Assessor.

Project Execution
Upon activation of this contract by the Assessor and the Board of County Commissioner’s
we will begin reviewing sales data from the allowable data collection period.
Simultaneously we will examine the rates, codes and stratifications used by the county in
past valuations. We will begin to gather income and expense information on all
commercial and industrial properties. We will do an extensive examination of the coding
system currently in use by the county and make recommendations if necessary. We will
spot check commercial improvement building types, quality codes and effective ages and
make adjustments as necessary.

The land valuation will be a priority in the initial phases of the valuation. Land values will
be determined based on available sales data. Where sales data is scarce or non-existent the
contractor will base values on the best information available. Land codes will be calibrated
to best fit the market indicators. When the land values are complete, we will begin to
calibrate the improvement valuations. We will then examine building codes, architectural
styles, ages, qualities and other building characteristics to determine appropriate rates for
the “Commercial” valuation model.

Final adjustments may be made to individual properties if warranted and described. We
will notify the assessor when the notices of value can be sent and we will prepare our
documentation for the protest period.

Responsibilities

1. County

i. Must provide reliable remote access to their computer systems with the
   necessary software and access to the data. (VPN or third party software)
ii. Must provide a complete list of transfers on Commercial Property from
    7/1/2015 through current.
iii. Will provide a “Parcel Layer” in a form readable by ESRI Arc Map software.
    If a parcel layer is not available the Assessor should notify the contractor
    prior to the start of work. If available we will also need aerial photography,
    streets and roads, water features and subdivision layers. This will be provided
    at no cost to the contractor.
iv. Must provide all available documentation of sales including; TD1000, Sale
Confirmations, Copies of Transfer Instruments via hardcopy or scanned images.

v. Will assist in the scheduling of protest appointments when necessary.
vi. Will provide a reasonable workspace with a computer if we should need to be in your office.

vii. Will maintain the commercial database with regard to building permits, remodels and new construction.

viii. Agrees to the timeline of the project.

1. Valuation complete April 10, 2021
2. Protest Period May 1-31, 2021
3. Notices of Determination by June 30, 2021
4. County Board of Equalization July and August 2021

ix. Agrees to the use of override values when deemed necessary by the contractor.

Exclusions: These properties are excluded regardless of their abstract codes and include Golf Courses, Ski Areas, Possessory Interest, Oil and Gas Properties, Caves, Hot Springs, Amusement Parks, Race Tracks, Hunting Cabins or Lodges, Personal Property and any other properties which may be too complex and bizarre to accurately value within the allotted timeframe (mutually agreed to before contract acceptance).

2. ValueWest, Inc.

i. Will develop a workflow calendar upon acceptance of our proposal.
ii. Will conform to applicable USPAP Standard 6 requirements.

iii. Will complete the valuations as soon as possible but no later than April 10, 2021.

iv. Will use accepted mass appraisal practices to complete the project.

v. Will provide adequate documentation for the auditor and for the county archives.

vi. Will represent the county in a professional and efficient manner at all times.

vii. Will defend the values through the County Board of Equalization.

viii. Will defend the values at the Colorado Board of Assessment Appeals at the discretion of the county assessor for a minimal additional charge plus expenses.

ix. Will provide monthly progress reports for the Park County Assessor.
EXHIBIT B - FEES

The Consultant's fee will be $2,050.00 U.S. dollars per month for the Biannual Commercial Real Property Reappraisal beginning January, 2020 and ending on December 31, 2021. Consultant's monthly fees for services rendered under this Agreement in 2020 and 2021, shall be billed monthly to County's designated Agent, the Park County Assessor Monica Jones P.O. Box 636, Fairplay, CO 80440-0636. County shall make payments to Consultant on a monthly basis. Such payments to be made within fifteen days of Assessor's receipt of Consultant's billings. Subject to the County's annual budgeting and appropriation of funding for this Agreement for the year of 2020 and 2021, if renewed for such additional terms, Consultant's fees shall be due and payable on a monthly basis. Consultant's fee for higher levels of protest including State Board of Equalization or related court cases will be $75.00 per hour.
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