

**PARK COUNTY BOARD OF COMMISSIONERS  
AGENDA  
TUESDAY, AUGUST 2, 2022  
11:00 AM CALL TO ORDER**

**Video**

To join the meeting, click on the link below or copy and paste into your preferred web browser: <https://zoom.us/j/632627219?pwd=Q2gvUVEwd0JuQ0R3TE9qWE9LTk9kQT09>

**Audio**

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

**Dial by your location**

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

**(929) 205-6099 US (Eastern US)**

**Meeting ID: 632 627 219**

**Password: 04408**

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

11:00 AM CALL TO ORDER

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

CONSENT ITEMS:

**.I. APPROVAL OF MINUTES**

Documents:

[07262022BOCC.pdf](#)

**.II. APPROVAL OF VOUCHERS**

RECESS AS THE BOARD OF COUNTY COMMISSIONERS

CONVENE AS BOARD OF EQUALIZATION

**.I. DISCUSSION AND CONSIDERATION OF RECOMMENDATION OF VALUATION CHANGES RESULTING FROM THE COUNTY BOARD OF EQUALIZATION HEARINGS**

ADJOURN

RECONVENE AS THE BOARD OF COUNTY COMMISSIONERS

CONSIDERATION AND/OR DECISION ON THE FOLLOWING ITEMS:

- .I. APPROVE/DENY THE AGREEMENT FOR PROFESSIONAL SERVICES-  
ATLANTIC ENGINEERING SOLUTIONS AND US CONNECT HOLDINGS

Documents:

[AEG-USConnect Highline Rural.pdf](#)

- .II. APPROVE/DENY THE RESOLUTION TO DECLARE THE COUNTY CORONER A  
FULL-TIME POSITION AND SETTING THE SALARY IN ACCORDANCE TO  
STATE LAW

Documents:

[Resolution Declaring Coroner a Full Time Position.pdf](#)

PUBLIC HEARING(S)

PUBLIC COMMENTS

EXECUTIVE SESSION IN REGARD TO LEGAL & PERSONNEL MATTERS (CLOSED  
SESSION)

ADJOURN

ADMINISTRATIVE SESSION

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

NOTE: Items May Be Added To These Agendas Up To 48 Hours Before The Scheduled Time.  
Items May Be Deleted Or Cancelled At Any Time. Please Check Website "[parkco.us](http://parkco.us)" for most  
Updated Agendas. If You Need Further Information, Please Contact The [BOCC](#) (Board of County  
Commissioners) Office At: 719-836-4201.

**BOCC MEETING  
JULY 26, 2022**

The meeting was called to order by Chairperson Elsner. The reciting of the Pledge of Allegiance was led by Ray Douglas. All members were present and Emily Naes.

**AGENDA:**

**Action:** Mitchell moved to approve the agenda as amended. Douglas seconded, carried 3-0.

**CONSENT ITEMS:**

**MINUTES:**

**Action:** Douglas moved to approve the July 19, 2022 minutes as presented. Mitchell seconded, carried 3-0.

**VOUCHERS:**

**Action:** Douglas moved to approve the July 26, 2022 vouchers in the total amount of \$138,770.00. Mitchell seconded, carried 3-0.

**CONSIDERATION AND/OR DECISION ON THE FOLLOWING ITEMS:**

**APPROVE/DENY APPOINTMENT OF COUNTY APPOINTED BOARD MEMBERS**

**Presenter:** Commissioner Elsner

**For the record:**

Commissioner Mitchell  
Commissioner Douglas  
Commissioner Elsner

**Action:** Mitchell moved to approve the appointment of County appointed board members. Douglas seconded, carried 3-0.

**APPROVE/DENY AGREEMENT FOR PROFESSIONAL SERVICES- ATLANTIC ENGINEERING SOLUTIONS AND USCONNECT HOLDINGS**

**Presenter:**

**Postponed**

**Action:** Mitchell moved to recess as Board of County Commissioners and convene at Board of Equalization. Douglas seconded, carried 3-0.

**APPROVE/DENY ABATEMENT PRESENTED BY ASSESSORS OFFICE**

**Presenter:** Monica Jones, Park County Assessor

**For the record:**

Commissioner Elsner  
Commissioner Mitchell  
Shikil Ahn

**Action:** Mitchell moved to accept the \$269,085 value. Douglas seconded, carried 3-0.

**Action:** Douglas moved to adjourn as Board of Equalization and reconvene as Board of County Commissioners. Mitchell seconded, carried 3-0.

**PUBLIC HEARINGS**

**RIGHT-OF-WAY VACATION CASE #22VAC-02**

**Property is Buckskin Way Cul-De-Sac in Indian Mountain Filing 21.**

**Applicant is requesting to vacate the Buckskin right-of-way and consolidate it with the surrounding three lots**

**Applicant:** Gary Oberg

**Presenter:** Jennifer Gannon, Planning

**For the record:**

Commissioner Elsner  
Commissioner Mitchell  
Commissioner Douglas

**Public Comments:**

Al Holderman

**Action:** Douglas moved to close Public Comment. Mitchell seconded, carried 3-0.

**Action:** Mitchell moved to direct staff to prepare a resolution approving to vacate the Buckskin right-of-way and consolidate it with the surrounding three lots. Douglas seconded, carried 3-0.

**REZONING CASE #22ZON-02**

**Property is 51 acres in parts of Sections 29, 30, and 31 south of CR 14 and west of Platte Dr., T9S R77W. The applicant is requesting to rezone from Mining to Residential.**

**Applicant:** Keith Birchler  
**Presenter:** John Deagan

**For the record:**  
Commissioner Mitchell  
Commissioner Elsner  
Commissioner Douglas

**Public Comments:**  
Lynda James  
Margaret Wak  
James Acker

**Action:** Douglas moved to close public comment. Mitchell seconded, carried 3-0.

**Action:** Douglas moved to direct staff to prepare a resolution approving to rezone from mining to residential. Mitchell seconded, carried 3-0.

**PUBLIC COMMENTS:**

None

**Action:** Mitchell moved to close Public Comments. Douglas seconded, carried 3-0.

**EXECUTIVE SESSION:**

None

**Action:** Douglas moved to adjourn the meeting. Mitchell seconded, carried 3-0.

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Board of County Commissioners of the County of Park, a Colorado county (the "County"), Atlantic Engineering Solutions ("Project Contractor") and USConnect Holdings ("Project Owner"),

WHEREAS, the County, through its Public Works Department, performs road maintenance and road construction activities; and

WHEREAS, the Project Owner (also known as Highline) desires to engage the County to render certain professional services and assistance in connection with their project;

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. The County 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 for the final restoration phase described in **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.

### **II. COMPENSATION**

In consideration for the completion of the Scope of Services performed by the County, the Project Owner shall pay the County for the final restoration phase at the rate of \$4.12 per linear foot (which is the equivalent of \$21,753.00 per mile). The method and manner of payment shall be as specified in **Exhibit B**, attached hereto and incorporated herein by this reference.

### **III. COMMENCEMENT AND COMPLETION OF WORK**

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

### **IV. PROFESSIONAL RESPONSIBILITY**

A. The County 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 the County 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 the County hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

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

D. Approval by the County of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Project Owner and Project Contractor 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 Project Owner and Project Contractor for its professional expertise, Project Owner and Project Contractor agree not to employ subcontractors to perform more than \_\_\_\_\_ percent (\_\_\_%) of the work required under the Scope of Services. Upon execution of this Agreement, Consultant shall furnish to the County a list of proposed subcontractors, and Project Owner and Project Contractor shall not employ a subcontractor to whose employment the County reasonably objects. All contracts between Project Owner and Project Contractor and subcontractors shall conform to this Agreement.

## V. INSURANCE

A. Project Owner and Project Contractor agree 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 Project Owner and Project Contractor pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

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

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

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

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

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

D. Project Owner and Project Contractor shall provide to the County a certificate of insurance, completed by their insurance agents, 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 Project Owner and/or Project Contractor 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 Project Owner and/or Project Contractor.

## **VI. INDEMNIFICATION**

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

## **VII. TERMINATION**

This Agreement shall terminate at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, or upon the County's providing Project Owner and/or Project Contractor 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 Project Owner will pay the County for all work previously authorized and completed prior to the date of termination. If, however, Project Owner and/or Project Contractor have substantially or materially breached this Agreement, the County shall have any remedy or right of set-off available at law and equity.

## **VIII. CONFLICT OF INTEREST**

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



## **IX. INDEPENDENT CONTRACTOR**

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

## **X. WORKERS WITHOUT AUTHORIZATIONS**

A. Certification. Project Owner and Project Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an Workers without authorization who will perform work under the Agreement and that the Project Owner and Project Contractor 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. Project Owner and Project Contractor shall not:

(1) Knowingly employ or contract with an Workers without authorization to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to Project Owner and Project Contractor that the subcontractor shall not knowingly employ or contract with an Workers without authorization to perform work under this Agreement.

C. Verification.

(1) If Project Owner and Project Contractor has employees, Project Owner and Project Contractor 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) Project Owner and Project Contractor 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 Project Owner and Project Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an Workers without authorization who is performing work under the Agreement, Project Owner and Project Contractor shall:

a. Notify the subcontractor and the County within three (3) days that Project Owner and Project Contractor has actual knowledge that the subcontractor is employing or contracting with Workers without authorization 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 Workers without authorization who is performing work under the Agreement; except that Project Owner and Project Contractor 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 Workers without authorization who is performing work under the Agreement.

D. Project Owner and Project Contractor 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 Project Owner and Project Contractor are complying with this Agreement.

E. If Project Owner and Project Contractor do not have employees, Project Owner and Project Contractor shall sign the “No Employee Affidavit” attached hereto.

F. If Project Owner and Project Contractor wish to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Project Owner and Project Contractor shall sign the “Department Program Affidavit” attached hereto.

**XI. MISCELLANEOUS**

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

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

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Project Owner and Project Contractor 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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, Project Owner and Project Contractor 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](http://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, Chairman

ATTEST:

\_\_\_\_\_  
, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

Project Owner

By: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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

Project Contractor

By: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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

**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.

*Project Owner and Project Contractor 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                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

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**  
**Project Background & Scope of Work**

**Project Description:**

Atlantic Engineering Group, LLC (AEG) contractor(s) for Highline’s rural broadband initiative will be installing 1 ¼” HDPE spooled duct (qty’s ranging from 1-3 ea.) within Park County (Bailey) chip seal road segments outlined in (Exhibit C- map). The accumulative road segment footage is approximately 37,000 LF. A fiber optic cable will then be placed in the duct (no civil construction required for that operation).

Project Contractor is required to obtain utility installation permit from the County (Park County Public Works) and follow all work zone safety requirements per MUTCD. All inspections will be conducted by Park County Public Works-Right of Way Division.

The alignment of the facility will be within the road surface itself, favoring the opposite side of the road from a paralleling gas line which is generally running in the adjacent R/W outside the road surface.

There will be several road crossings required as well in order to feed subscribers on the opposite side of the road from the main backbone. A flush mount hand hole will be placed on each side of these crossings where slack cable and/or fiber splice enclosures will be placed.

The main production equipment currently utilizes a rubber-tired macro trencher (rock saw) that will excavate the running line to the desired depth of 18” cover (Exhibit D- detail). This will require a saw cut of approximately 24” depth. A locate crew consisting of a hydro Vac will physically identify any utilities that cross the proposed running line (telephone and gas) ahead of the saw to verify their depth. A number of tie-in/handhole crews will follow behind the saw setting hand holes on the sides of the road, and performing road crossings by various means including sawing, trenching and back hoeing.

**Scope of work trench rehabilitation:** Project Contractor will provide these services

Following the excavation of the chip seal to the proper depth of 18” cover, 1-3 1 ¼” HDPE ducts will be placed in the bottom of the trench. Where conditions allow, a chute mounted behind the saw will allow the pipe(s) to be placed seamlessly as the trenching progresses.

Various equipment will then be used to gradually cover the duct with existing soil with no greater than 4” max aggregate size in 6” “lifts”, then compacted with a narrow vibratory sheep’s foot designed specifically for this application. Additional 6” lifts will be placed and compacted in the same manner until the compacted material reaches within 12” from the top of the pavement.

At this stage, warning tape will be placed on top of the compacted trench to serve as an alert in the event future excavation encroaches on the HDPE facility. The remaining 6” lifts will then be placed and compacted to within 3” of the top of the existing chip seal road surface.

**Temporary patch:** Project Contractor will provide these services

Temporary patch will utilize a “hot box” heater provided by Park County Public Works to heat clean asphalt millings. These heated millings will then be placed to a depth of 3” in the utility trench cut and will be compacted to be flush with the existing chip seal.

**Final restoration:** County (Park County Public Works) will provide these services

Park County will provide labor and material to place a final (permanent) chip seal surface to the road surface at a later date determined by Park County at the rate of \$4.12/lf., (equivalent of \$21,753/mile). This may occur anytime from July 1, 2022 through December 31, 2023. Cost of final restoration to be paid directly by Highline to Park County.

**Exhibit B**  
**Compensation**

Accumulated road segment footage is approximately 37,000 linear feet (LF)

37,000 LF x \$4.12 per foot = \$152,440.00 Total Project Cost

\$ 15,244.00 10% due upon receipt of Notice To Proceed to commence final restoration phase

\$137,196.00 90% due (outstanding balance) upon completion of final restoration phase

Please send payments to: Park County, PO Box 146, Fairplay, CO 80440

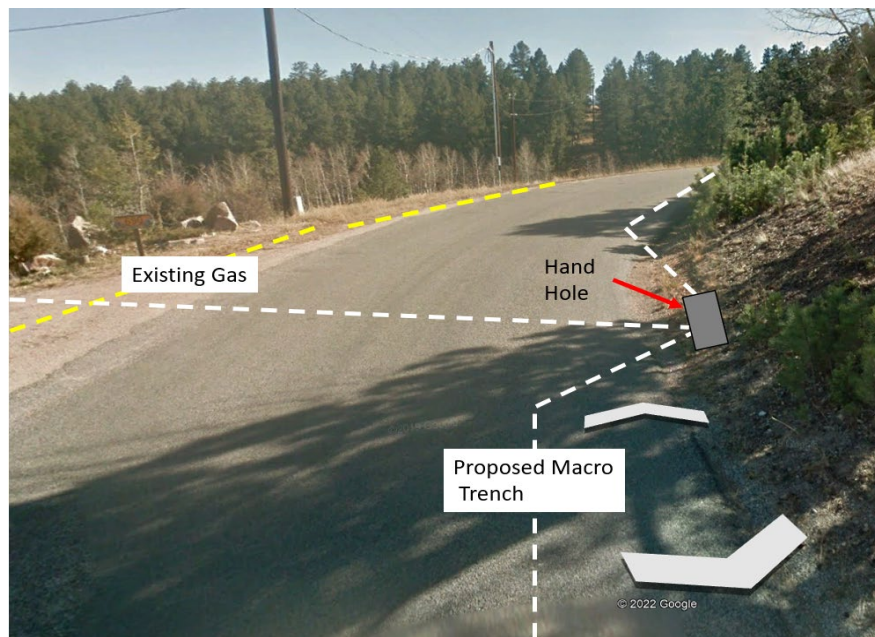


# Exhibit C Map

Bailey, CO Park County

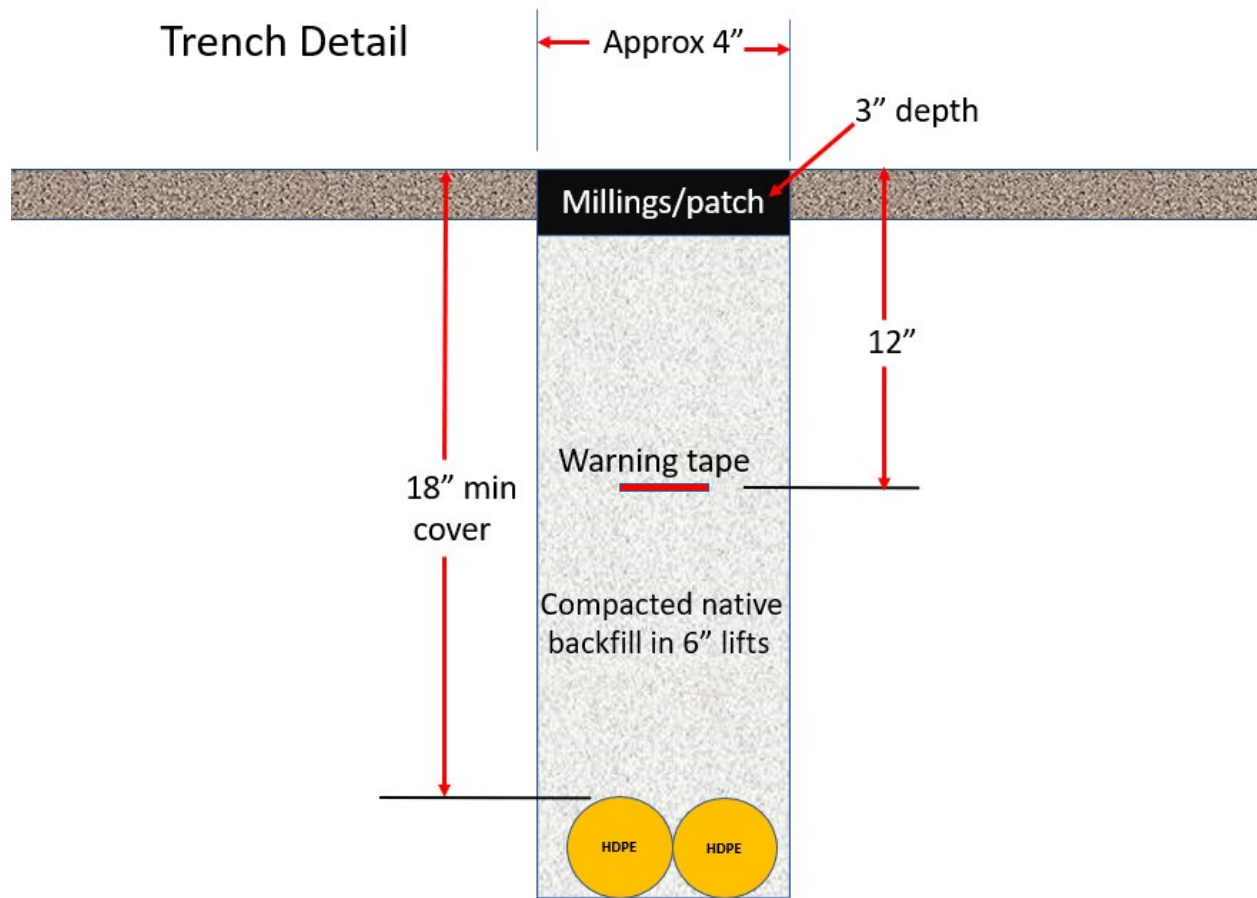


Red lines indicate chip seal roads where macro trenching will take place.



# Exhibit D

## Trench



**PARK COUNTY, COLORADO  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION NO. 22-\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS DECLARING THE PARK COUNTY CORONER POSITION A FULL-TIME POSITION AND SETTING THE SALARY THEREFOR IN ACCORDANCE WITH STATE LAW.**

**WHEREAS**, for the purposes of providing for and regulating compensation of county officers, the counties of the State of Colorado, other than home rule counties, are classified as provided in article 2, title 30, C.R.S.; and

**WHEREAS**, Park County is classified as a category III-A county; and

**WHEREAS**, pursuant to Senate Bill 22-065, codified as sections 30-2-102(2.3)(a), and (d)-(f), C.R.S., the Park County Coroner, may, in consultation with the Board of County Commissioners, determine if a full-time position is appropriate and if a full-time position is agreed upon, the salary of a full-time category III county coroner is equal to the salary of a category III county commissioner, category III county treasurer, category III county assessor, and category III county clerk as indicated by the table in section 30-2-102(2.3)(a), C.R.S.; and

**WHEREAS**, the Park County Coroner has consulted with the Board of County Commissioners for Park County and they have agreed that it is appropriate for the Park County coroner position to be a full-time position.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. The Park County coroner position is a full-time position.

Section 2. The annual salary for the Park County coroner whose term begins on or after January 1, 2023 shall in the amount designated for a category III county commissioner, category III county treasurer, category III county assessor, and category III county clerk as indicated by the table in section 30-2-102(2.3)(a), C.R.S.

Section 3. In accordance with section 30-2-102(2.3)(b) and (c), C.R.S., the annual salary for the Park County coroner shall be adjusted prior to January 1, 2026 and prior to January 1 each two years thereafter.

Section 4. If the classification of Park County as a category III-A county changes, the provisions of this resolution will carry over to the new categorization and applicable salary of thereof.

Moved, seconded, and passed this \_\_ day of July, 2022.

**PARK COUNTY BOARD OF COUNTY COMMISSIONERS**

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Richard Elsner, Chairperson

ATTEST:

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County Clerk