

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

Angelica Salinas  
District I

Timothy Redmond  
District II

Sonja Macys  
District III

**Regular Meeting Agenda  
February 10, 2026**

Times listed on the agenda are approximations and may be longer, shorter, or earlier than scheduled, with no notice. Agendas are subject to change up to 24 hours before the start of the meeting. To ensure you have the most up-to-date information, please check the agenda within 24 hours of its start time. If you are joining the meeting for a specific item, please join 10 minutes **before the item to ensure you are present for the beginning of the item.**

All regular meetings are open to the public unless otherwise noted. All meetings will be held in the Routt County Historic Courthouse - 522 Lincoln Avenue, Hearing Room, Steamboat Springs - **or otherwise noted.**

Join the meeting via our [Zoom Link](#).

**1. 9:30 A.M. CALL TO ORDER**

**2. PUBLIC COMMENT**

Public comment must be presented succinctly and as prescribed by the BCC Chair. Public comment will not be heard during this time if it concerns any item scheduled for today or quasi-judicial items (hearings scheduled to be heard by the BCC involving the presentation of evidence in any form for BCC consideration). Public comment for an item scheduled on today's agenda may be taken during that item's scheduled time. The BCC will take public comment under consideration but will not make any decision or take action at this time.

IF YOU ARE ATTENDING THE MEETING REMOTELY, To make a public comment raise your hand on the Zoom platform or if calling in press \*9. The moderator will then select you when it is your turn. Written public comments can also be submitted to [bcc@co.routt.co.us](mailto:bcc@co.routt.co.us). Please indicate in the subject line of your email that it is a public comment. Public comments will be entered into the record.

**3. APPROVAL OF ACCOUNTS PAYABLE, MANUAL WARRANTS, AND PAYROLL**

**4. CONSENT AGENDA ITEMS**

Items of routine and non-controversial nature are placed on the consent agenda to allow the Board of County Commissioners to spend its time and energy on more important items on a lengthy agenda. Any Commissioner may request that an item be "PULLED" from the consent agenda and considered separately. Any member of the public may "REQUEST" any item to be "PULLED" from the consent agenda.

**A. RATIFICATION OF THE CHAIR'S SIGNATURE ON CONNECTED CARE**

**FOR RURAL COLORADO: AN OEHI INNOVATION  
INTERGOVERNMENTAL GRANT AGREEMENT**

Documents:

[E-SIGNATURE\\_REQUIRED\\_COUNTY\\_OF\\_ROUTT\\_G26-203.PDF](#)

**B. RATIFICATION OF THE COMMISSIONERS' SIGNATURES ON A JOINT  
LETTER TO SENATORS BENNET AND HICKENLOOPER OPPOSING THE  
FY 2026 DHS FUNDING PACKAGE AND ICE ENFORCEMENT  
PRACTICES**

Documents:

[LETTER TO SENATORS BENNET AND HICKENLOOPER ROUTT  
COUNTY 1.27.26.PDF](#)

**5. CONSIDERATION OF ITEMS PULLED FROM THE CONSENT AGENDA**

**6. 9:35 A.M. ASSESSOR**

Gary Peterson, Assessor

**A. R6206475 AND R6206480 DONALD E SPENCE AND MARILYN K  
SPENCE, CO-TRUSTEES**

Documents:

[SPENCETRUST\\_BCC COMMUNICATION FORM\\_ACCESSIBLE.PDF](#)  
[EXHIBIT A\\_SPENCE TRUST\\_ABATEMENT PETITION.PDF](#)  
[EXHIBIT B\\_SPENCE TRUST\\_ABATEMENT\\_PETITIONERS  
SUBMISSION.PDF](#)  
[EXHIBIT C\\_SPENCE TRUST\\_ABATEMENT\\_ASSESSORS ABATEMENT  
RESPONSE\\_ACCESSIBLE.PDF](#)

**B. R7716992 COCRES INVESTMENTS, LLC**

Documents:

[COCRES INVESTMENT\\_BCC COMMUNICATION  
FORM\\_ACCESSIBLE.PDF](#)  
[EXHIBIT A\\_COCRES\\_ABATEMENT PETITION.PDF](#)  
[EXHIBIT B\\_COCRES\\_ABATEMENT\\_PETITIONER SUBMISSION.PDF](#)  
[EXHIBIT C\\_COCRES\\_ABATEMENT\\_ASSESSORS ABATEMENT  
RESPONSE\\_ACCESSIBLE.PDF](#)

**7. 10:05 A.M. ENVIRONMENTAL HEALTH**

Scott Cowman, Director

**A. MILNER TRAILER PARK PERMANENT NON-EXCLUSIVE EASEMENT**

Documents:

[BCC COMMUNICATION FORM MILNER TRAILER PARK EASEMENT  
2026.PDF](#)  
[MPCC EASEMENT SIGNED.PDF](#)

**8. 10:15 A.M. LEGAL**

Lynaia South, County Attorney

**A. ASSESSOR SETTLEMENT AUTHORITY**

Documents:

BCC COMMUNICATION FORM ASSESSOR SETTLEMENT  
AUTHORITY 1.31.26.PDF  
RESOLUTION FOR SETTLEMENT AUTHORITY 1.31.26.PDF

**B. ENGAGEMENT LETTER WITH KAPLAN KIRSCH**

Consideration to engage the services of Kaplan Kirsch to bring court action for breach of contract.

Documents:

BCC COMMUNICATION FORM ENGAGEMENT LETTER KAPLAN  
KIRSCH.PDF  
ROUTT COUNTY - STEAMBOAT EXPRESS LIT - DRAFT  
ENGAGEMENT LETTER (2378752.2).PDF

**9. 10:35 A.M. COUNTY MANAGER'S OFFICE**

Jay Harrington, County Manager

**A. LETTER OF SUPPORT FOR HAYDEN DOLA ENERGY IMPACT GRANT FUND (EIGF) FOR AIRPORT ACCESS ROAD**

Documents:

HAYDEN EIF LETTER OF SUPPORT.PDF

**10. 10:40 A.M. MEETING ADJOURNED**

Routt County operates all programs, services, and activities in compliance with the Americans with Disabilities Act. If you need special accommodation due to a disability, please call the Commissioners' Office at (970) 879-0108 to ensure we can meet your needs. Please notify us of your request as soon as possible before the scheduled event.

*Routt County is committed to providing equitable access to our services to everyone. Our ongoing accessibility goals align with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria. This agenda includes links to information provided by a third party over which we cannot guarantee accessibility. If the format of any material on this agenda interferes with your ability to access information, please [contact us](#). [Additional ways to provide feedback regarding accessibility are available online \(www.co.routt.co.us/994/Website-Accessibility\)](#).*

# Intergovernmental Grant Agreement

## Cover Page

### State Agency

Colorado Department of Health Care Policy & Financing

### Grantee

County of Routt

### Grantee UEI

MEMBPTEMPNLM4

### GAE Number

2026\*2507

### Grant Amount

State Fiscal Year 2026      \$300,000.00

**Total for all State Fiscal Years \$300,000.00**

### Grant Issuance Date

The later of the date the State Controller or an authorized delegate signs this Grant Letter

### Grant Expiration Date

June 30, 2026

### Agreement Authority -

For grant agreements that are 100% General Fund as a result of HB24-1466, all references to federal requirements in the grant template are not applicable, except for Exhibit C.

### Grant Purpose

The purpose of this Agreement is to fund Routt County's implementation of comprehensive digital accessibility improvements across County government systems so that individuals with disabilities can more easily obtain timely health information, participate in public health and County programs, and access essential services. This investment supports the Connected Care for Rural Colorado: An OeHI Innovation Grant Program by funding expert accessibility audits and consulting, remediation of key digital content, deployment of ongoing monitoring and compliance tools, and staff training to embed digital accessibility standards into everyday practice and decision-making.

### Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, PII Certification.
3. Exhibit C, HIPAA BAA.

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

1. Exhibit C, HIPAA BAA.

2. Colorado Special Provisions in §17 of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit A, Statement of Work.
5. Exhibit B, PII Certification.

**Principal Representatives**

For the State:

Michel Jurica

Department of Health Care Policy & Financing

303 E. 17<sup>th</sup> Avenue, Suite 1100

Denver, CO, 80203

For Grantee:

Tiia Libin

County of Routt


522 Lincoln Avenue, Suite 30,

Steamboat Springs, CO, 80487

## Signature Page

The Signatories Listed Below Authorize this Grant

STATE OF COLORADO  
Jared S. Polis, Governor  
Department of Health Care Policy and  
Financing  
Kim Bimestefer, Executive Director

DocuSigned by:  
  
0B6A84797EA8493...  
01/08/2026 | 15:56 MST

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

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


STATE CONTROLLER  
Robert Jaros, CPA, MBA, JD  
Department of Health Care Policy and  
Financing  
Jerrod Cotosman, Controller

DocuSigned by:  
  
76F69541272B43A...

01/09/2026 | 08:14 MST  
Date: \_\_\_\_\_

Grantee

County of Routt

DocuSigned by:  
  
0E3BEA6BB587475...

01/28/2026 | 10:32 MST  
Date: \_\_\_\_\_

## Table of Contents

1. Grant .....	2
2. Term.....	2
3. Definitions .....	3
4. Statement of Work .....	6
5. Payments to Grantee.....	6
6. Reporting - Notification.....	7
7. Grantee Records .....	7
8. Confidential Information-State Records .....	8
9. Conflict of Interest .....	10
10. Insurance.....	10
11. Breach of Agreement.....	10
12. Remedies .....	11
13. Dispute Resolution.....	14
14. Notices and Representatives .....	14
15. Rights in Work Product and Other Information .....	14
16. Governmental Immunity .....	14
17. General Provisions .....	14
18. Colorado Special Provisions (Colorado Fiscal Rule 3-3).....	17
<b>Exhibit A, Statement of Work .....</b>	<b>Error! Bookmark not defined.</b>
<b>Exhibit B-PII Certification .....</b>	<b>1</b>
<b>Exhibit B-PII Certification .....</b>	<b>2</b>
<b>Exhibit C - HIPAA Business Associate Agreement .....</b>	<b>1</b>
<b>Appendix to HIPAA Business Associate Agreement.....</b>	<b>12</b>

## 1. Grant

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

## 2. Term

### A. Initial Grant Term and Extension

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

### B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

### 3. Definitions

The following terms shall be construed and interpreted as follows:

- A. **“Agreement”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **“Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. **“Breach of Agreement”** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- E. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.
- F. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- G. **“Cost Sharing”** means a portion of project costs not paid under this Subaward. This includes match which refers to required levels of cost share that must be provided (2 CFR 200.306)
- H. **“Grant Award Letter”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

- I. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- J. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- K. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- L. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- M. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- N. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- O. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- P. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- Q. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- R. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- S. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- T. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past,

present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

- U. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- V. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJJ, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- W. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- X. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Y. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- Z. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- AA. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to the Awards to Subrecipients unless the

Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

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

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

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

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

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

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

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

##### **B. Close-Out.**

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

## **6. Reporting - Notification**

### **A. Performance and Final Status**

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

### **B. Violations Reporting**

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

## **7. Grantee Records**

### **A. Maintenance and Inspection**

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

### **B. Monitoring**

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

### **C. Final Audit Report**

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

## **8. Confidential Information-State Records**

### **A. Confidentiality**

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

### **B. Other Entity Access and Nondisclosure Agreements**

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure

agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share

any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit \_\_ on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit \_\_ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

## **9. Conflict of Interest**

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

## **10. Insurance**

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

## **11. Breach of Agreement**

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

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

## 12. Remedies

### A. State's Remedies

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

#### I. Termination for Breach

In the event of grantee's uncured breach, the state may terminate this entire agreement or any part of this agreement. Additionally, if grantee fails to comply with any terms of the federal award, then the state may, in its discretion or at the direction of a federal awarding agency, terminate this entire agreement or any part of this agreement. Grantee shall continue performance of this agreement to the extent not terminated, if any.

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

#### a. Obligation and Rights

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

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

**b. Payments**

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

**c. Damages and Withholding**

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

**II. Remedies Not Involving Termination**

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

**a. Suspend Performance**

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

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

**b. Withhold Payment**

Withhold payment to Grantee until Grantee corrects its Work.

**c. Deny Payment**

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

**d. Removal**

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

**e. Intellectual Property**

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

**f. Collection of Unallowable Costs (2 CFR 200.410)**

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and § 200.346.

**B. Grantee's Remedies**

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

### **13. Dispute Resolution**

Except as herein specifically provided otherwise or as, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

### **14. Notices and Representatives**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

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

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

### **16. Governmental Immunity**

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

### **17. General Provisions**

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

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

D. Modification

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

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

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

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use

of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

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

J. Waiver

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

K. Accessibility

i. Grantee shall indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties") for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Grantee's noncompliance with §§24-85-101, et seq., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of

Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.

- ii. Grantee shall comply with the *Accessibility Standards for Individuals with a Disability*, as adopted by the Office Of Information Technology pursuant to §24-85-103 C.R.S.
- iii. The State may require Grantee's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

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

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

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

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

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

- C. Governmental Immunity.

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

waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

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

F. Choice of Law, Jurisdiction, and Venue.

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

G. Prohibited Terms.

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

H. Software Piracy Prohibition.

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

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

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

## **EXHIBIT A, STATEMENT OF WORK**

### **1. INTRODUCTION**

- 1.1. The Colorado Department of Health Care Policy and Financing (the Department), on behalf of the Office of eHealth Innovation (OeHI), is contracting with Routt County Local Public Health (the Grantee) to implement comprehensive digital accessibility improvements so that individuals with disabilities can obtain timely health information, participate in programs, and access County services.

### **2. DESCRIPTION OF THE PROJECT AND WORK**

#### **2.1. Project Description**

- 2.1.1. Grantee will implement comprehensive digital accessibility improvements across County government systems.

#### **2.2. Outcome**

- 2.2.1. Grantee shall ensure that the final outcome of this Grant will be improved access to county resources for individuals with disabilities and improved internal accessibility practices and compliance processes.

#### **2.3. Artificial Intelligence (AI) Usage Requirements**

- 2.3.1. Grantee shall not use AI to make any final determination concerning a Member, Provider, or any other individual without Grantee providing prior human review of the determination to ensure that the determination is correct.
- 2.3.2. Grantee shall not use AI that impacts Members or Providers without obtaining prior written approval from the Department, which the Department may provide or withhold in its sole discretion.
- 2.3.3. Grantee shall not use AI in any activities involving the Department, including but not limited to AI note-taking tools during meetings, without the Department's prior written approval, which the Department may provide or withhold in its sole discretion.
- 2.3.4. If Grantee uses AI to develop any deliverable or assist in the performance of the Work, Grantee shall remain fully responsible for the accuracy, quality, and compliance of all outputs the AI produces. Grantee shall also ensure that all AI outputs included in any deliverable or posted publicly related to the Work do not infringe on any intellectual property of any other party.

#### **2.4. Work Description**

- 2.4.1. This project intends to address the lack of consistent digital accessibility across government systems, funding digital access services including comprehensive website audits, expert professional consulting, and

remediation of key digital documents, purchasing software licensing for ongoing monitoring and compliance tools and funding staff training to embed accessibility standards into daily practice and decision-making.

### 3. PROJECT REQUIREMENTS

3.1. Grantee shall develop a Project Plan to document the schedule of activities supported by this funding.

3.1.1. The Project Plan shall include, but is not limited to:

3.1.1.1. Project timeline, including major milestones to be achieved during the project.

3.1.1.1.1. Grantee shall include a description of the milestones that capture significant moments in the project timeline and are designed to demonstrate Grantee's reasonable timely progress on the project.

3.1.1.2. Planned start dates for each task and activity.

3.1.1.3. Planned completion dates for each task and activity.

3.1.2. Grantee shall submit the initial Project Plan to the State for review and approval within 15 Business Days after the Effective Date of the Agreement

3.1.2.1. **DELIVERABLE:** Initial Project Plan

3.1.2.2. **DUE:** Within 15 Business Days after the Effective Date of the Agreement.

3.1.3. Grantee and the State shall work collaboratively to finalize the initial Project Plan within ten Business Days after submission.

3.1.3.1. **DELIVERABLE:** Finalized Project Plan

3.1.3.2. **DUE:** Within ten Business Days after submission of initial Project Plan.

3.2. Status Report

3.2.1. The Grantee shall submit a Status Report to OeHI in a format provided by OeHI. The report shall include, but not be limited to, the following:

3.2.1.1. Description of progress made towards the major milestones identified in the Grantee's Project Plan.

3.2.1.2. Any challenges the Grantee encountered and how the Grantee anticipates overcoming those challenges prior to June 15, 2026.

3.2.1.2.1. **DELIVERABLE:** Status Report

3.2.1.2.2. **DUE:** March 31, 2026

3.3. Final Report

3.3.1. Grantee shall submit a Final Report, in a format provided by OeHI, that shall include, but not be limited to, the following:

- 3.3.1.1. Summary of progress made on project and milestones met.
- 3.3.1.2. Anticipated next steps to further the project.
- 3.3.1.3. How this funding helped the Grantee accomplish their goals.
  - 3.3.1.3.1. **DELIVERABLE:** Final Report
  - 3.3.1.3.2. **DUE:** No later than June 15, 2026

**4. COMPENSATION AND INVOICING**

- 4.1. The Grantee shall provide the deliverables in accordance with the dates stated in the table in Section 4.5.
- 4.2. The Grantee will begin work upon execution of this grant agreement.
- 4.3. The Grantee shall invoice the Department within ten Business Days of the acceptance of the deliverable(s).
- 4.4. The Grantee shall submit all invoices to: [OeHI.Invoices@state.co.us](mailto:OeHI.Invoices@state.co.us).
  - 4.4.1. Each invoice shall contain the following at a minimum:
    - 4.4.1.1. A unique invoice number.
    - 4.4.1.2. The grant number.
    - 4.4.1.3. The date the invoice was issued.
    - 4.4.1.4. An itemized list of approved deliverable(s), deliverable(s) number and corresponding payments due.
    - 4.4.1.5. The total payment due.
    - 4.4.1.6. Remittance information.
- 4.5. The due date and payment amounts for each deliverable is detailed in the following table:

DELIVERABLES	DATE DUE TO THE DEPARTMENT	AMOUNT OF TOTAL AWARDED FIXED PRICE CONTRACTOR WILL BE PAID UPON ACCEPTANCE OF DELIVERABLE
3.1.2.1 - Initial Project Plan	Within 15 Business Days after the Effective Date of the Agreement.	0% of Grant Award
3.1.3.1 - Finalized Project Plan	Within 10 Business Days after	50% of Grant Award

DELIVERABLES	DATE DUE TO THE DEPARTMENT	AMOUNT OF TOTAL AWARDED FIXED PRICE CONTRACTOR WILL BE PAID UPON ACCEPTANCE OF DELIVERABLE
	submission of initial Project Plan.	
3.2.2 - Status Report	March 31, 2026	25% of Grant Award
3.3.1.4 - Final Report	June 15, 2026	25% of Grant Award
	<b>TOTAL</b>	<b>\$300,000.00</b>

## Exhibit B-PII Certification

### State of Colorado

#### Third Party Individual Certification for Access TO PII through a Database or Automated Network

Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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


### Exhibit B-PII Certification

#### State of Colorado

#### Third Party Entity/Organization Certification for Access TO PII through a Database or Automated Network

Pursuant to § 24-74-105, C.R.S., I, Tim Redmond, on behalf of Routt County  
 (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: 

Printed Name: Tim Redmond

Title: Chair

Date: 01/28/2026 | 10:32 MST

## Exhibit C - HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement (“Agreement”) between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as “Covered Entity” and the Contractor is referred to as “Business Associate”. Unless the context clearly requires a distinction between the Contract and this Agreement, all references to “Contract” shall include this Agreement.

### 1. Purpose

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information (“PHI”). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) enacted under the American Recovery and Reinvestment Act of 2009 (“ARRA”) Pub. L. No. 111-5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and all other applicable laws and regulations, all as may be amended.

### 2. Definitions

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

- a. Business Associate. “Business Associate” shall have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and shall refer to Contractor.
- b. Covered Entity. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and shall refer to the State.

- c. Information Technology and Information Security. “Information Technology” and “Information Security” shall have the same meanings as the terms “information technology” and “information security”, respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

### 3. Obligations and Activities of Business Associate

- a. Permitted Uses and Disclosures.

- i. Business Associate shall use and disclose PHI only to accomplish Business Associate’s obligations under the Contract.
- ii. To the extent Business Associate carries out one or more of Covered Entity’s obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
- iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
  - a. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
  - b. the person notifies Business Associate of any Breach involving PHI of which it is aware..
- iv. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

- b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules

including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

c. Impermissible Uses and Disclosures.

- i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
- ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

d. Business Associate's Subcontractors.

- i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.
- ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.
- iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.

e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>.

f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.

g. Amendment of PHI.

- i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
- ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.

h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.

i. Restrictions and Confidential Communications.

- i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
  - a. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
  - b. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
- ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
- iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

k. Audit, Inspection and Enforcement.

- i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.
- ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

l. Appropriate Safeguards.

- i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
- ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
- iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
- iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

m. Safeguard During Transmission.

- i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all

transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.

- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.
- n. Reporting of Improper Use or Disclosure and Notification of Breach.
- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.
  - ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
  - iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.
  - iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.
- o. Business Associate's Insurance and Notification Costs.
- i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
    - a. loss of PHI data;
    - b. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
    - c. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.

- ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
  - iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
  - iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.
- p. Subcontractors and Breaches.
- i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.
  - ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.
- q. Data Ownership.
- i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
  - ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.
- r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5

below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 1.h above, for a period of six years.

#### **4. Obligations of Covered Entity**

- a. **Safeguards During Transmission.** Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- b. **Notice of Changes.**
  - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
  - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

#### **5. Termination**

- a. **Breach.**
  - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
  - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.
- b. **Effect of Termination.**

- i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
- ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
- iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

## **6. Injunctive Relief**

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

## **7. Limitation of Liability**

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

## **8. Disclaimer**

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

## **9. Certification**

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

## 10. Amendment

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
  - i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
  - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.
  - iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
  - iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
    - a. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or

b. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

#### **11. Assistance in Litigation or Administrative Proceedings**

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

#### **12. Interpretation and Order of Precedence**

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

#### **13. Survival**

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

## **Appendix to HIPAA Business Associate Agreement**

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

### **1. Purpose**

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as “Reserved” shall be construed as setting forth no additional terms.

### **2. Additional Terms**

a. **Additional Permitted Uses.** In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:

i. Reserved.

b. **Additional Permitted Disclosures.** In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:

i. Reserved.

c. **Approved Subcontractors.** Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:

i. Reserved.

d. **Definition of Receipt of PHI.** Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:

i. Reserved.

e. **Additional Restrictions on Business Associate.** Business Associate agrees to comply with the following additional restrictions on Business Associate’s use and disclosure of PHI under the Contract:

i. Reserved.

f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:

i. Reserved.

January 27, 2028

Subject: Opposition to FY 2026 DHS Funding Package and ICE Enforcement Practices

Dear Senator Michael Bennet and Senator John Hickenlooper,

We write jointly as local elected officials representing Routt County, the City of Steamboat Springs and the Town of Yampa to urge you to vote no on the current federal funding package that includes expanded funding for Immigration and Customs Enforcement (ICE). What is happening in our country right now demands that we speak up. Our community values constitutional rights, human dignity, and freedom. What we are witnessing from federal immigration enforcement represents a betrayal of those values. We cannot stay silent.

In recent weeks, we have watched the deeply troubling actions of federal agents in Minneapolis and other communities that are atrocities that many of us never imagined would take place in the United States. People, including children, have been seized from their homes, workplaces, schools, and the street by masked federal agents. They have been denied due process. Peaceful protesters and citizens exercising their constitutional right to observe and document law enforcement have been arrested, beaten, teargassed, and most abhorrently, in the cases of Renée Good and Alex Pretti, shot and killed.

Alex Pretti was a U.S. citizen, an ICU nurse who cared for veterans, and a lawful gun owner with a concealed carry permit. He was exercising his constitutional right to peacefully protest and to bear arms when he was shot and killed by ICE agents. Renée Good, also a U.S. citizen, was killed weeks earlier by immigration officers. In both cases, the use of lethal force against U.S. citizens raises serious concerns and demands thorough, independent investigation, as well as accountability for potential violations of due process and the fundamental rights guaranteed by the Fifth and Fourteenth Amendments.

The administration has claimed that the purpose of ICE is to remove violent criminals and make our communities safer. Instead, we are witnessing American citizens being detained and killed, nonviolent immigrants being terrorized, and entire communities living in fear. This is not border security. This is not public safety.

Recent actions by federal immigration enforcement have raised serious concerns about the tactics being used and their impact on civil liberties. Increasingly aggressive and confrontational enforcement practices have raised questions about respect for constitutional rights, including due process and freedom of expression, and have eroded

public confidence in the government's commitment to protect those rights. These concerns are not theoretical.

Last week in Eagle County, Colorado, ace of spades cards, commonly understood to be "death cards," were found in the abandoned vehicles of detained immigrants, stamped with the ICE Denver Field Office address and left for family members to discover. These intimidation tactics are equally unacceptable. ICE has condemned this action and claims that it is investigating; however, we have heard no additional follow up and question whether any meaningful accountability will occur.

Last fall in Routt County, we witnessed firsthand masked agents harassing and intimidating residents, leaving people afraid to go to work, send their children to school, access healthcare, or engage with local law enforcement. These are people we know, people we care about, people who make our community vibrant. When federal agents employ tactics designed to instill maximum fear our entire community suffers. This is not safety. This is terror.

The Fiscal Year 2026 government funding package includes approximately \$10 billion for ICE, on top of the billions in funding from last year's reconciliation bill. This represents an allocation of taxpayer dollars to an agency whose recent actions have raised serious concerns about the use of force, respect for constitutional rights, and the impact of aggressive enforcement tactics on communities across the country. We are asking you to vote NO on this funding package. We are asking you to use your influence in the U.S. Senate to encourage your colleagues to do the same and to demand meaningful action and accountability for enforcement practices that undermine public trust and civil liberties.

Representative Neguse voted no in the House, and we are grateful for his leadership. We also appreciate your public statements condemning these actions. We now urge you to take the next step and vote NO on this funding package until any provisions for additional funding to ICE are removed and evaluated. This is a moment to stand up for constitutional rights, for human dignity, the rule of law, and for the communities you represent. We will stand with you.

Over the course of a lifetime, we face only a few moments where the decisions we make and the actions we take will shape our history for years to come. This is one of them. Many issues in Washington are deeply political. This should not be one of them; human dignity is not a partisan issue. The Constitution applies to everyone, or it applies to no one.

It is up to all of us who believe in the promise of American democracy to stand up and speak out.

Thank you for your service to Colorado. We stand ready to work with you on this urgent matter.

Sincerely,

Tim Redmond, Chair, Routt County Board of County Commissioners  
Angelica Salinas, Chair Pro-Tem, Routt County Board of County Commissioners  
Sonja Macys, Commissioner, Routt County Board of County Commissioners  
Council President Steve Muntean, Steamboat Springs City Council  
Council President Pro-Tem Gail Garey, Steamboat Springs City Council  
Councilor Bryan Swintek, Steamboat Springs City Council  
Councilor John Agosta, Steamboat Springs City Council  
Councilor Amy Dickson, Steamboat Springs City Council  
Trustee Hailey Shoptaugh, Town of Yampa  
Mayor Ryan Banks, Town of Hayden

CC: The Honorable Congressman Joe Neguse



# ROUTT COUNTY BOARD OF COMMISSIONERS

## COMMUNICATION FORM

---

**DEPARTMENT/ORGANIZATION:** Routt County Assessor's Office

**PRESENTATION DATE:** February 10, 2026

**AGENDA TITLE:** Spence 2012 Trust Abatement Schedule No. R6206475 & R6206480

**ITEM TYPE:** ACTION ITEM

---

### **REQUEST/ ISSUE & BACKGROUND:**

Mutual agreement between Assessor and Petitioner. Abatement is for a reinstatement of AG classification for TYs 2023 & 2024, along with an adjustment to valuation for unstable soil conditions causing substantial damage to the home on R6206480.

### **RECOMMENDED ACTION (Full Motion Language):**

For assessor schedule R6206475 (access parcel) I move to accept the recommendation of the Assessor, to **deny** the abatement request for reinstatement of AG classification for both years under petition, while maintaining the assessor's original appraised value on the parcel of \$900,000, classified as Residential.

For assessor schedule R6206480 (house parcel) I move to accept the recommendation of the Assessor, to **approve** the abatement request for reinstatement of AG classification for both years under petition while also adjusting the valuation downward for the damage and costs associated with the unstable soil condition. Therefore, the assessor's original appraised value of \$5,886,690 is reduced to \$2,363,690. This combined value & classification adjustment reduces the tax on the **2023** assessment from \$18,619.36 to \$7,386.84, resulting in an abatement or refund of \$11,232.52.

For tax year **2024**, the same adjustments and reclassification reduces the tax from \$19,150.36 to \$7,597.52, resulting in an abatement or refund of \$11,552.84 as set forth in Section II of the Petition for Abatement or Refund of Taxes. Petitioner and Assessor have both signed the Mutual Agreement Section III of the abatement to these stated values and refund amounts. (see Exhibit A)

**ALTERNATIVES:**

Deny the recommendation of the Assessor in its entirety or in-part and determine a different value and/or classification.

**LIST OF ATTACHMENTS:**

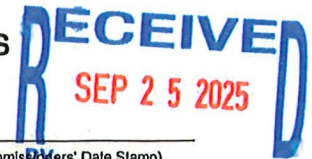
- Exhibit A - Petition for Abatement or Refund of Taxes, including Tax Roll Correction form and calculation spreadsheet.
- Exhibit B - Petitioner's Submission Documents.
- Exhibit C – Assessor's Abatement Response Summary Report.

**DEPARTMENT HEAD INITIALS:** GP, Assessor

**DATE:** February 2, 2026

**Exhibit A**

**PETITION FOR ABATEMENT OR REFUND OF TAXES**



County: ROUTT

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

**Section I: Petitioner, please complete Section I only.**

Date: 9/25/2025  
Month Day Year

*RCW by R. Gelling*  
*BW a/30*

Petitioner's Name: SPENCE 2012 TRUST AGREEMENT

Petitioner's Mailing Address: 45555 COUNTY ROAD 129 STEAMBOAT SPRINGS, CO 80487

City or Town	State	Zip Code
SCHEDULE OR PARCEL NUMBER(S) <u>R6206475</u>	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY <u>Lot 16 Elk River Mtn Ranch</u>	
<u>R6206480</u>	<u>Lot 21 Elk River Mtn Ranch</u>	

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2023 and 2024 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

*AG EXCEPTION WAS LOST IN 2020. NEW GAZING WAS SIGNED IN 2022. REQUEST RESTORATION OF AGENCY CLASSIFICATION. ADD'L HOME WAS CONDAMNED DUE TO MOVEMENT DOWN HILL TOWARDS RIVER IN 2024. SEE ATTACHED DOCUMENTS.*

Petitioner's estimate of value: \$ \_\_\_\_\_ (2023) and \$ \_\_\_\_\_ (2024)  
(can be left blank by Petitioner)

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

*Donald Spence* Phone Number ( ) \_\_\_\_\_ Email donald.spence@gmail.com

By \_\_\_\_\_ Phone Number ( ) \_\_\_\_\_ Email \_\_\_\_\_  
Agent's Signature\*

\*Letter of agency must be attached when petition is submitted by an agent.

The assessed value and resulting tax amounts are calculated from the adjusted actual value. If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

**Section II: Assessor's Recommendation**  
(For Assessor's Use Only)

Tax Year <u>2023</u>		Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax
Original	Actual \$6,786,690	(\$110,000)	\$6,676,690	6.7%	\$447,340	47.654	\$21,317.52
Corrected	\$3,263,650	(\$110,000)	\$3,153,650	6.7%/26.4%	\$211,630	47.654	\$10,085.00
Abate/Refund	\$3,523,040	\$0	\$3,523,040	6.7%	\$235,710	47.654	\$11,232.52

Tax Year <u>2024</u>		Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax
Original	Actual \$6,786,690	(\$110,000)	\$6,676,690	6.7%	\$447,340	49.013	\$21,925.48
Corrected	\$3,263,650	(\$110,000)	\$3,153,650	6.7%/26.4%	\$211,630	49.013	\$10,372.64
Abate/Refund	\$3,523,040	\$0	\$3,523,040	6.7%	\$235,710	49.013	\$11,552.84

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.

Tax year: 2023 Protest?  No  Yes (If a protest was filed, please attach a copy of the NOD.)

Tax year: 2024 Protest?  No  Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

*Amy A. Peterson*  
Assessor's or Deputy Assessor's Signature

# Exhibit A



## FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY (Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III:**

### Written Mutual Agreement of Assessor and Petitioner (Only for abatements up to \$5,000)

The Commissioners of **ROUTT** County authorize the Assessor by Resolution No. **2019-002** to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$5,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.6), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

Tax Year	Actual	Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax
2023							
Original	\$6,786,690	(\$110,000)	\$6,676,690	6.7%	\$447,340	47.654	\$21,317.52
Corrected	\$3,263,650	(\$110,000)	\$3,153,650	6.7%/26.4%	\$211,630	47.654	\$10,085.00
Abate/Refund	\$3,523,040	\$0	\$3,523,040	6.7%	\$235,710	47.654	\$11,232.52

Tax Year	Actual	Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax
2024							
Original	\$6,786,690	(\$110,000)	\$6,676,690	6.7%	\$447,340	49.013	\$21,925.48
Corrected	\$3,263,650	(\$110,000)	\$3,153,650	6.7%/26.4%	\$211,630	49.013	\$10,372.64
Abate/Refund	\$3,523,040	\$0	\$3,523,040	6.7%	\$235,710	49.013	\$11,552.84

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Petitioner Signature: Donald Jensen  
Assessor's or Deputy Assessor's Signature: Angie [Signature]

Date: JAN 28, 2026  
Date: 1/27/26

**Section IV:**

### Decision of the County Commissioners (Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of **ROUTT** County, State of Colorado, at a duly and lawfully called regular meeting held on (month/day/year) \_\_\_/\_\_\_/\_\_\_, at which meeting there were present the following members:

**Tim Redmond, Angelica Salinas, and Sonja Macys (Chair)** with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor

**Gary Peterson** (being present--not present) and Petitioner \_\_\_\_\_  
Name Name

(being present--not present), and WHEREAS, the said County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, that the Board (agrees--does not agree) with the recommendation of the Assessor and the petition be (approved--approved in part--denied) with an abatement/refund as follows:

2023	2024
Year	Year
Assessed Value	Assessed Value
Taxes Abate/Refund	Taxes Abate/Refund

I, **Jenny Thomas** County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V:**

### Action of the Property Tax Administrator (For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

Secretary's Signature \_\_\_\_\_ Property Tax Administrator's Signature \_\_\_\_\_ Date \_\_\_\_\_



**Exhibit A**  
**2023 Notice of Correction**  
**Routt County Assessor**

As Of: 01/27/2026

**Account:** R6206475      **Parcel:** 121100016  
DONALD E SPENCE & MARILYN K SPENCE, CO-  
TRUSTEES  
45555 COUNTY ROAD 129  
STEAMBOAT SPRINGS , CO 80487

Routt County Assessor  
Gary Peterson  
522 Lincoln Ave., Suite 10  
Steamboat Springs, CO 80487  
(970) 870-5544

**Legal Summary**

LOT 16 ELK RIVER MTN RANCH SUBD      **Access Parcel**

**Reason For Correction**

Abatement

**Operator**

Angela Finnegan (AFINNEGAN)

**Additional Explanation**

2023 AND 2024 ABATEMENT. PETITIONER IS  
REQUESTING AG CLASSIFICATION TO BE REINSTATED  
AND VALUE DECREASE DUE TO SLOPE INSTABILITY.  
VIEWED WITH ASSESSOR 1/13/26. AF

**Tax Roll**

2023.TRC.1065S2

**Value Corrections**

Tax Area	Property Code	Actual Value		Taxable Value	
		Original	Corrected	Original	Corrected
20	1111 - RES LAND Assoc. w/a DWELLING	845,000	845,000	56,620	56,620
<b>Total</b>		<b>845,000</b>	<b>845,000</b>	<b>56,620</b>	<b>56,620</b>

**Tax Corrections**

Tax Area	Tax Type	Original	Corrected	Difference
20	TAXCHG	2,698.16	2,698.16	0.00
<b>Total</b>		<b>2,698.16</b>	<b>2,698.16</b>	<b>0.00</b>



**Exhibit A**  
**2023 Notice of Correction**  
**Routt County Assessor**

As Of: 01/22/2026

**Account:** R6206480      **Parcel:** 121100021  
 DONALD E SPENCE & MARILYN K SPENCE, CO-  
 TRUSTEES  
 45555 COUNTY ROAD 129  
 STEAMBOAT SPRINGS , CO 80487

Routt County Assessor  
 Gary Peterson  
 522 Lincoln Ave., Suite 10  
 Steamboat Springs, CO 80487  
 (970) 870-5544

**Legal Summary**

LOT 21 ELK RIVER MTN RANCH SUBD **House Parcel**

**Petition Date**

09/25/2025

**Reason For Correction**

Abatement

**Operator**

Angela Finnegan (AFINNEGAN)

**Additional Explanation**

2023 AND 2024 ABATEMENT. PETITIONER IS  
 REQUESTING AG CLASSIFICATION TO BE REINSTATED  
 AND VALUE DECREASE DUE TO SLOPE INSTABILITY.  
 VIEWED WITH ASSESSOR 1/13/26. AF

**Tax Roll**

2023.TRC.1065S1

**Value Corrections**

Tax Area	Property Code	Actual Value		Taxable Value	
		Original	Corrected	Original	Corrected
20	1112 - SINGLE FAM RESID LAND	1,188,790	0	79,650	0
	1177 - LAND NOT INTEGRAL TO AG OP		43,950		2,940
	1212 - SINGLE-FAMILY RES BLDG	4,642,900	2,263,090	311,070	151,630
	4147 - GRAZING LAND-AGRIC		1,650		440
<b>Total</b>		<b>5,831,690</b>	<b>2,308,690</b>	<b>390,720</b>	<b>155,010</b>

**Tax Corrections**

Tax Area	Tax Type	Original	Corrected	Difference
20	TAXCHG	18,619.36	7,386.84	-11,232.52
<b>Total</b>		<b>18,619.36</b>	<b>7,386.84</b>	<b>-11,232.52</b>



Exhibit A
2024 Notice of Correction

Routt County Assessor

As Of: 01/27/2026

Account: R6206475 Parcel: 121100016
SPENCE 2012 TRUST AGREEMENT
45555 COUNTY ROAD 129
STEAMBOAT SPRINGS, CO 80487

Routt County Assessor
Gary Peterson
522 Lincoln Ave., Suite 10
Steamboat Springs, CO 80487
(970) 870-5544

Legal Summary

LOT 16 ELK RIVER MTN RANCH SUBD Access Parcel

Reason For Correction

Abatement

Operator

Angela Finnegan (AFINNEGAN)

Additional Explanation

2023 AND 2024 ABATEMENT. PETITIONER IS
REQUESTING AG CLASSIFICATION TO BE REINSTATED
AND VALUE DECREASE DUE TO SLOPE INSTABILITY.
VIEWED WITH ASSESSOR 1/13/26. AF

Tax Roll

2024.TRC.1065S2

Value Corrections

Table with columns: Tax Area, Property Code, Actual Value (Original, Corrected), Taxable Value (Original, Corrected). Row 1: 20, 1111 - RES LAND Assoc. w/a DWELLING, 845,000, 845,000, 56,620, 56,620. Total: 845,000, 845,000, 56,620, 56,620.

Tax Corrections

Table with columns: Tax Area, Tax Type, Original, Corrected, Difference. Row 1: 20, TAXCHG, 2,775.12, 2,775.12, 0.00. Total: 2,775.12, 2,775.12, 0.00.



Exhibit A  
**2024 Notice of Correction**

**Routt County Assessor**

As Of: 01/26/2026

**Account:** R6206480      **Parcel:** 121100021  
 SPENCE 2012 TRUST AGREEMENT  
 45555 COUNTY ROAD 129  
 STEAMBOAT SPRINGS, CO 80487

Routt County Assessor  
 Gary Peterson  
 522 Lincoln Ave., Suite 10  
 Steamboat Springs, CO 80487  
 (970) 870-5544

**Legal Summary**

LOT 21 ELK RIVER MTN RANCH SUBD **House Parcel**

**Petition Date**

09/25/2025

**Reason For Correction**

Abatement

**Operator**

Angela Finnegan (AFINNEGAN)

**Additional Explanation**

2023 AND 2024 ABATEMENT. PETITIONER IS REQUESTING AG CLASSIFICATION TO BE REINSTATED AND VALUE DECREASE DUE TO SLOPE INSTABILITY. VIEWED WITH ASSESSOR 1/13/26. AF

**Tax Roll**

2024.TRC.1065S1

**Value Corrections**

Tax Area	Property Code	Actual Value		Taxable Value	
		Original	Corrected	Original	Corrected
20	1112 - SINGLE FAM RESID LAND	1,188,790	0	79,650	0
	1177 - LAND NOT INTEGRAL TO AG OP		43,950		2,940
	1212 - SINGLE-FAMILY RES BLDG	4,642,900	2,263,090	311,070	151,630
	4147 - GRAZING LAND-AGRIC		1,650		440
<b>Total</b>		<b>5,831,690</b>	<b>2,308,690</b>	<b>390,720</b>	<b>155,010</b>

**Tax Corrections**

Tax Area	Tax Type	Original	Corrected	Difference
20	TAXCHG	19,150.36	7,597.52	-11,552.84
<b>Total</b>		<b>19,150.36</b>	<b>7,597.52</b>	<b>-11,552.84</b>

## Exhibit A

### Change of Classification: Res to AG-Res NI [Abatement Calculation]

Change of Classification: Res to AG-Res NI [Abatement Calculation]										
Model Calculated			Value Tab			Model Calculated			New Value Tab	
Original Appraisal Actual Value (Calculated &/or Model OR)			Reconciled Model Value			Corrected Appraisal Actual Value			TRC Entries	
No Adjustment Applied			Adjustment Applied			No Adjustment Applied			Adjustment Applied	
Code	Value	% of TTL	Code	Value	% of TTL	Code	Value	% of TTL	Code	Value
1112	\$1,200,000	20.4%	1112	\$1,188,790		1177	\$45,000	1.9%	1177	\$43,950
1212	\$4,686,690	79.6%	1212	\$4,642,900		1212	\$2,317,000	98.1%	4127	\$2,263,050
			4147	\$1,650		4147	\$1,650		4147	\$1,650
			0			0			0	\$0
			0			0			0	\$0
	sub-toal RES						sub-toal RES			
	\$5,886,690						\$2,362,000			
<b>Total</b>	<b>\$5,886,690</b>	<b>100.0%</b>	<b>Total</b>	<b>\$5,831,690</b>		<b>Total</b>	<b>\$2,363,650</b>	<b>100.0%</b>	<b>Total</b>	<b>\$2,308,650</b>

IN RED = FORMULA - DO NOT CHANGE

-\$55,000

Residential Adjustment Applied (55,000)

Account Number: **R6206480**

For assessor schedule # **R6206475** there is no change to value or classification as the request for a reinstatement of agricultural classification is being denied at the recommendation of the Assessor. The 2023 & 2024 appraised actual value of this parcel is \$900,000.



**Date: March 18, 2025**  
**Project: 45555 CR129 Stabilization**  
**Reference: Owner Change Order 001**

Donald and Marilyn Spence  
1728 Manor Lane  
Plano, Texas  
214-213-6981  
[donalde.spence@gmail.com](mailto:donalde.spence@gmail.com)

Mr. Spence,

GeoStabilization International® (GSI®) has been contracted to provide a stabilization system at 45555 CR129 with a combination of brackets/micropiles and tieback anchors/shotcrete wall. Owner Change Order 001 is being submitted for final approval and revised Contract Value for the following change in scope:

- A. Boulder Field Unanticipated Condition
- B. Increased Wall Dimension
- C. Reduction of Micropile (MP) Length

**Total Cost: \$152,400**  
**Contract Value: \$1,914,975**  
**Revised Contract Value: \$2,067,375**

**Scope of Work**

- A. Boulder Field:
  - a. Add Shotcrete to secure boulders and fill pockets: Contract Project Condition "J" has set out shotcrete at \$650/CY. For CO 001, quantity measured per concrete tickets and field placement, cost for this line item is currently approximate
  - b. Permanent Casing to allow grouting of the strands in the area where gaps exist subsurface, between the large rocks: Labor/Equipment/Materials for permanent casing of 15 tiebacks at the boulder area (includes crew costs – hotel/per diem)
- B. Increased Wall Dimension: Labor/Equipment/Materials for placement of additional steel and shotcrete (includes crew costs – hotel/per diem)
- C. Reduction of Micropile (MP) Length: Overall the reduction of materials for micropile length yields a cost reduction. The effort for installation of micropiles with brackets remains consistent with the contract value. Bar and grout reduction for shorter MPs with material lump sum credit listed below; MPs/brackets will be charged per each installed at 30 LF.

# Exhibit B



Boulder Field Extents - Unanticipated Condition	Total Cost	Unit Cost	CY	
Shotcrete (estimated)	\$31,200	650	48	Final cost determined per CY placed
Perm Casing - Furnish and Install	\$80,000			Lump sum
<b>Increased Wall Dimension</b>				
12" to 18" Wall	\$61,200			Lump Sum
<b>Reduction of Micropile (MP) Length</b>				
Material Credit	-\$20,000			Lump Sum - Reduce from Current Contract Value total, MPs billed per each
<b>\$152,400 Total</b>				

Please contact me with any questions. Your authorization signature is requested below.

Thank you for your time and consideration of this matter,

**GeoStabilization International, Inc.**

*Jena Shanklin*

**Jena Shanklin**  
Project Manager  
720-415-0687  
[Jena.shanklin@gsi.us](mailto:Jena.shanklin@gsi.us)

**Owner Signature:**

By:   
Name: Mr. Donald Spence



November 5, 2024

Donald and Marilyn Spence  
45555 CR 129  
Steamboat Springs, CO 80487

NWCC Job Number: 24-13405

Subject: Slope Failure Observations and  
Recommendations, Spence Residence  
Slide, 45555 County Road 129, Routt  
County, Colorado.

Dear Donald and Marilyn,

NWCC, Inc. (NWCC) has prepared this report to address slope failure occurring between your residence, located at 45555 County Road 129 in Routt County, Colorado and the Elk River that flows below your residence and along the north and east side of the property.

Based on NWCC's site observations, a relatively large slope failure is occurring northeast of the residence and head scarp of the failure. The head scarp is approximately 5 to 10 feet in height and located approximately 10 to 30 feet northeast of and downslope from the residence. The toe of the slope failure appears to be located in the Elk River channel, approximately 130 to 150 feet northeast of the home. Water erosion along the southwest bank of the river has eroded and removed a significant volume of soils from the toe of the failure, causing slope failure to propagate upslope towards the residence.

Based on review and comparison of aerial photographs from 1999 and 2024, it appears evident that the slope failure size has significantly increased as well as propagated well upslope towards the residential structure, as the southwest bank of the river continues to erode and widen to the southwest. This erosion is at a location where the river transitions from a northeast to southeast direction and flow. This natural process of river channel morphology is anticipated to continue, unless erosion mitigation is conducted.

Based on our recent observations of the interior of the residence, it appears that a considerable level of movement/distress is occurring, especially in the northeast half of the residence. The level of building movement has reportedly increased significantly over the past two years. Based on site observations and investigation, it appears that the upper portion of slope failure has encroached into and beneath soils underlying the existing building footprint, causing downslope

(970) 879-7888 • Fax (970) 879-7891

# Exhibit B

movement and rotation of the northeast half of the structure. Moreover, slope failure is anticipated to continue propagating upslope, causing additional structural building damage and failure, unless river channel morphology and resultant slope failure towards the home is mitigated. Of primary importance and a first step, is to stop and prevent further riverbank erosion that is causing slope and building failure. Additional erosion must be prevented at the toe of the slope failure and along the southwest bank of the river; thereby, inhibiting upslope propagation as well as widening.

NWCC believes that it is imperative the river bank be stabilized, as soon as possible, to help stop slope failure propagation upslope and to reduce the risk of catastrophic failure to the residence. If you have any questions or concerns regarding this report, please contact the undersigned.

Sincerely,

NWCC, Inc.,

Brian D. Len, P.E.  
Principal Engineer





October 16, 2024

Mr. Robert Knutson – Property Manager  
Via Email: rob@northernlightsmanagement.com

Reference: Spence Residence  
Initial Inspection Letter  
45555 Routt County Road 129  
Steamboat Springs, CO 80487  
SEAD Job Number 24083

Dear Mr. Knutson,

Per your request, I Jacob Mielke, P.E. of Steamboat Engineering And Design, Inc (SEAD) visited the site on October 11, 2024 and again on October 16, 2024. The purpose of my visit on October 11, 2024, was to inspect the residence and determine if any structural movements had occurred as a result of a recent landslide downhill of the property. During this initial visit, numerous locations were observed to exhibit damage consistent with structural movements, primarily around the center of the residence. These damages include cracked drywall, drywall nails and screws withdrawing, cracked mortar joints, separated timber joints, walls out of plumb, and doors/windows that stick shut. Based on these observations, it is apparent that the structure is experiencing significant movements, and immediate action should be taken to stabilize the structure. The stabilization should be done as a collective effort and will involve retaining surveyors, excavators, geotechnical engineers, and a contractor that specializes in stabilization. The final design will be a collective design from all mentioned parties and will be forthcoming; however, SEAD is recommending that immediate action is taken to stabilize the hillside to prevent substantial structural damage, or catastrophic failures. The purpose of my visit on October 16, 2024, was to meet with the survey and excavation teams to establish a protocol for monitoring the residence for continued movement. Protocol was established during this meeting, and the final plan is pending at this time.

This report is based on the site observations made on October 11, 2024, and October 16, 2024. SEAD reserves the right to amend the statements above if any additional information is discovered. This report does not guarantee the work of the contractor, nor does it relieve the contractor from performing their work in accordance with the contract documents and applicable codes, laws, rules, and regulations. Please contact me if you have any questions regarding this letter. Thank you for inviting SEAD to be part of your project.

Sincerely,  
Steamboat Engineering And Design, Inc.  
Jacob Mielke, P.E., President SEAD Inc.  
Colorado License 52418



1205 Hilltop Parkway, Unit 205 Steamboat Springs, CO 80487  
Office: 970-871-9101

# Exhibit B

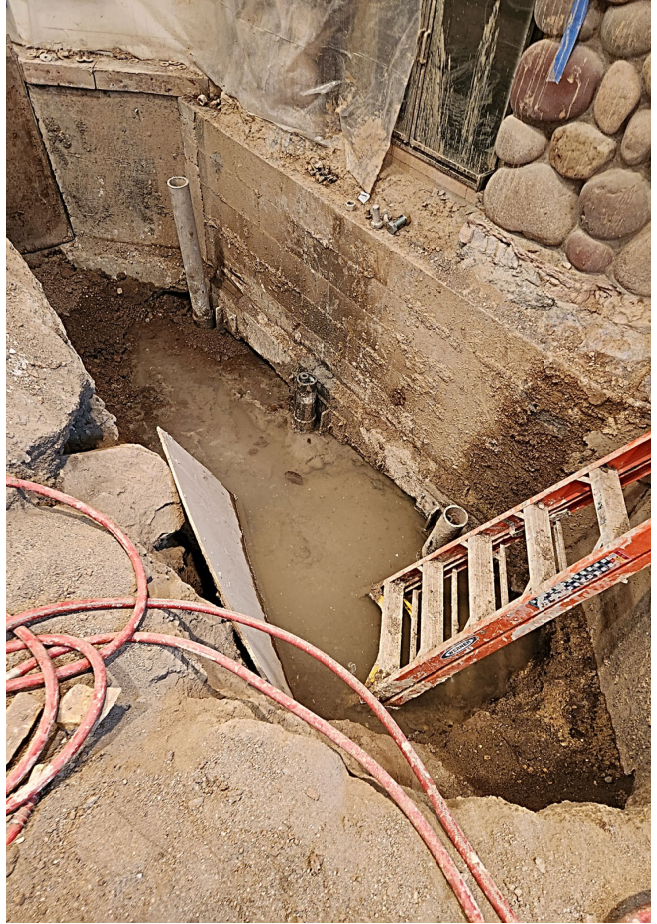
## 45555 RCR 129 Stabilization Project - 2025

Contractor	Date of Invoice	Invoice Amount	Comments
<b>GeoStabilization International</b>	4/10/2025	\$301,000.00	Main Contractor
	5/13/2025	\$579,097.00	
	6/25/2025	\$481,868.00	
	8/23/2025	\$425,104.78	
	9/12/2025	\$307,385.00	
	11/24/2025	\$10,074.54	
<b>Sub Total</b>		\$2,104,529.32	Add'l Costs
<b>Native Excavation</b>	7/31/2024	\$52,692.25	Elk River Embankment
	10/31/2024	\$98,761.08	
	11/30/2024	\$9,738.31	
	12/31/2024	\$122,553.11	
	<b>Sub Total</b>		
<b>GeoStabilization International</b>	2/27/2025	\$62,180.07	GSI -sub contractor
	3/31/2025	\$159,139.00	
	4/30/2025	\$203,957.89	
	5/31/2025	\$107,238.52	
	6/30/2025	\$127,871.26	
	7/31/2025	\$103,725.13	
	8/31/2025	\$21,151.38	
	9/30/2025	\$27,509.50	
	10/31/2025	\$21,158.95	
	11/30/2025	\$31,669.71	
	<b>Sub Total</b>		
<b>Steamboat Engineering &amp; Design</b>	11/7/2024	\$2,669.50	
	12/7/2024	\$2,478.00	
	1/6/2025	\$1,080.00	
	2/8/2025	\$750.00	
	3/5/2025	\$1,930.00	
	4/8/2025	\$1,215.00	
	5/8/2025	\$2,595.00	
	6/3/2025	\$765.00	
	7/3/2025	\$1,165.00	
	8/5/2025	\$1,280.00	
	9/5/2025	\$250.00	
	10/6/2025	\$1,598.75	
	<b>Sub Total</b>		
<b>Northern Lights Management</b>	9/1/2025	\$8,000.00	
	12/1/2025	\$1,000.00	
<b>Bob Leister Building</b>	4/30/2025	\$6,690.00	
	12/19/2025	\$600.00	
<b>Hot Stuff</b>	12/23/2025	\$1,324.43	
<b>Westco Carpeting</b>	12/5/2025	\$787.50	
<b>Master Carpet Clean</b>	12/2/2025	\$475.00	
<b>Cramer Painting</b>	12/3/2025	\$6,184.00	
<b>Alpine Masonry Inc.</b>	11/18/2025	\$3,347.00	
<b>Emily Henry</b>	1/3/2026	\$4,350.00	
<b>Alpine Window Cleaning</b>	11/17/2025	\$1,450.00	
<b>Cowboy Inc</b>	10/4/2025	\$2,507.50	
<b>Forrest McCurdy</b>	7/20/2025	\$750.00	
<b>Sub Total</b>		\$37,465.43	
<b>Grand Total</b> (as of 1/1/26)		\$3,309,117.16	

Exhibit B



Exhibit B



2026

ROUTT COUNTY ASSESSOR HEARING ABATEMENT RESPONSE

Hearing Date: **02/10/2026**

---

**Account:** R6206475 and R6206480

**Owner of Record:** SPENCE 2012 TRUST AGREEMENT (both accounts)

**Legal Descriptions:** LOT 16 & LOT 21 ELK RIVER MTN RANCH SUBD

**Account Type:** Residential Real Property

**Property Use:** Single-Family and a vacant-contiguous Residential parcel (serves as the access parcel to the house parcel)

**Tax Year under petition:** 2023 and 2024

**Appraisal Date:** June 30, 2022

**Assessor's Appraised Values:** \$5,886,690 and \$900,000 for both 2023 & 2024

---

**Property Description:**

The subject consists of two lots in the Elk River Mountain Ranch Subdivision, listed as 76.42 acres in total. Both parcels are bisected by County Road 129, and feature frontage along the Elk River. The residence sits on an elevated building site with views over the Elk River.

Improvements include an older custom home of excellent quality post-and-beam log construction containing approximately 7,396sf of living area, built in 1995. The home's effective age is considered similar to the year built – maintained but not updated.

**Petitioner's reason for review:**

*AG exemption was lost in 2020, a new grazing lease was signed in 2022, petitioner is requesting restoration of AG classification. In addition, the home was condemned due to movement downhill towards river in 2024. Several documents have been submitted to support this claim.*

## Exhibit C

### **Property Inspections for Abatement Review:**

Property was first inspected by the chief appraiser along with the AG appraiser on Nov. 17, 2025 with permission from the owner, but without the owner or his property manager present; this was an exterior-only inspection. Property was viewed again on January 13<sup>th</sup>, 2026 by the assessor & chief appraiser, this time accompanied by the property manager. A tour of the interior of the house was conducted, showing various points of damage on the main floor (beams separating, cracked walls) along with the basement level where concrete floor had been removed to allow placement of stabilization pins some 120ft deep into the bedrock. This was followed by an exterior inspection of the containment wall that was built consisting of 56 screw lags, also embedded into the bedrock at a depth of 120+ feet. See pictures on the following pages.

### **Agricultural Review:**

The two properties were also reviewed for agricultural classification purposes. This inspection took place on Nov. 17, 2025 and was conducted by the chief appraiser along with the AG appraiser with permission from the owner, but without the owner or his property manager present; this was an exterior-only inspection.

Parcel R6206475 & R6206480 (Lot 16 and 21, Elk River Mtn Ranch Sub) both lost Ag in 2022 as they were part of a subdivision-wide grazing lease between Elk River Mtn Ranch HOA and Look Family Ranch/Dean Look before he passed away in early 2021. As such, 2020 was the last year that the HOA leased to Dean Look and the last year the Elk Mountain Ranch Subdivision properties were grazed. The HOA did not line up another lessee for 2021 so Ag classification was removed on these two parcels in 2022.

The general requirements that need to be met for Agricultural Classification are (1) contractual use, (2) actual use, and (3) be for the primary purpose of obtaining a monetary profit.

A new grazing lease was entered into in January of 2022 between Look Family Ranch (now run by Tara Sandars) and Don Spence on all the Spence parcels. It was received by our office on July 8, 2022. The lease term is from 2022 through 2027. This meets the contractual use requirement on all parcels. The Look Family Ranch operation is certainly a for-profit endeavor (cow/calf operation), so it also meets the third requirement mentioned above.

What is not certain is whether the actual use requirement has been met on Lot 16. During our initial conversation Don mentioned that he didn't know when or if all the parcels were being grazed. And I was unable to reach Tara Sandars to discuss the grazing operation and logistics on these parcels. So, I am relying on our November 17 site visit to the properties. I did not see any evidence of grazing on Lot 16 during the site visit and the physical complications of grazing this very steep parcel suggest it likely was not grazed. Evidence of cattle was present on the north end of lot 21.

The ~14 acres east of CR 129 on Lot 16 is almost unusable for grazing due to its very steep slope and sparse forage. As such, no previous owners have seen any reason to fence it in for grazing purposes. The area west of CR 129 between the county road and driveway could be suitable for grazing but it is not fenced. While fencing is not a requirement for agricultural classification the lack thereof posed problems with cattle wandering onto CR 129. I would also expect to see evidence of cattle along the river (water source) and likely on the county road. I did not see any of this at the time of the site visit or at any time in recent years while traveling CR 129 or fishing at the Christina State Wildlife area (which is located on this property). The area south of the driveway contains some steep ground as well with dark timber and

Routt County Assessor's Office – Abatement. Report Page 2

### Exhibit C

some less steep area along the driveway that is more scrub oak vegetation. I didn't see any evidence of cattle being along the driveway. Without being able to talk to the cattle operator I am inclined to believe it is more than likely that cattle do not graze lot 16. The cattle come up from the south Via Diamondback Way (Elk River Mtn Ranch Sub) and graze the upper ground. This includes Lot 21 and two other parcels owned by Spence—one to the south and one to the north of the Subject properties.

#### Assessor Photos:

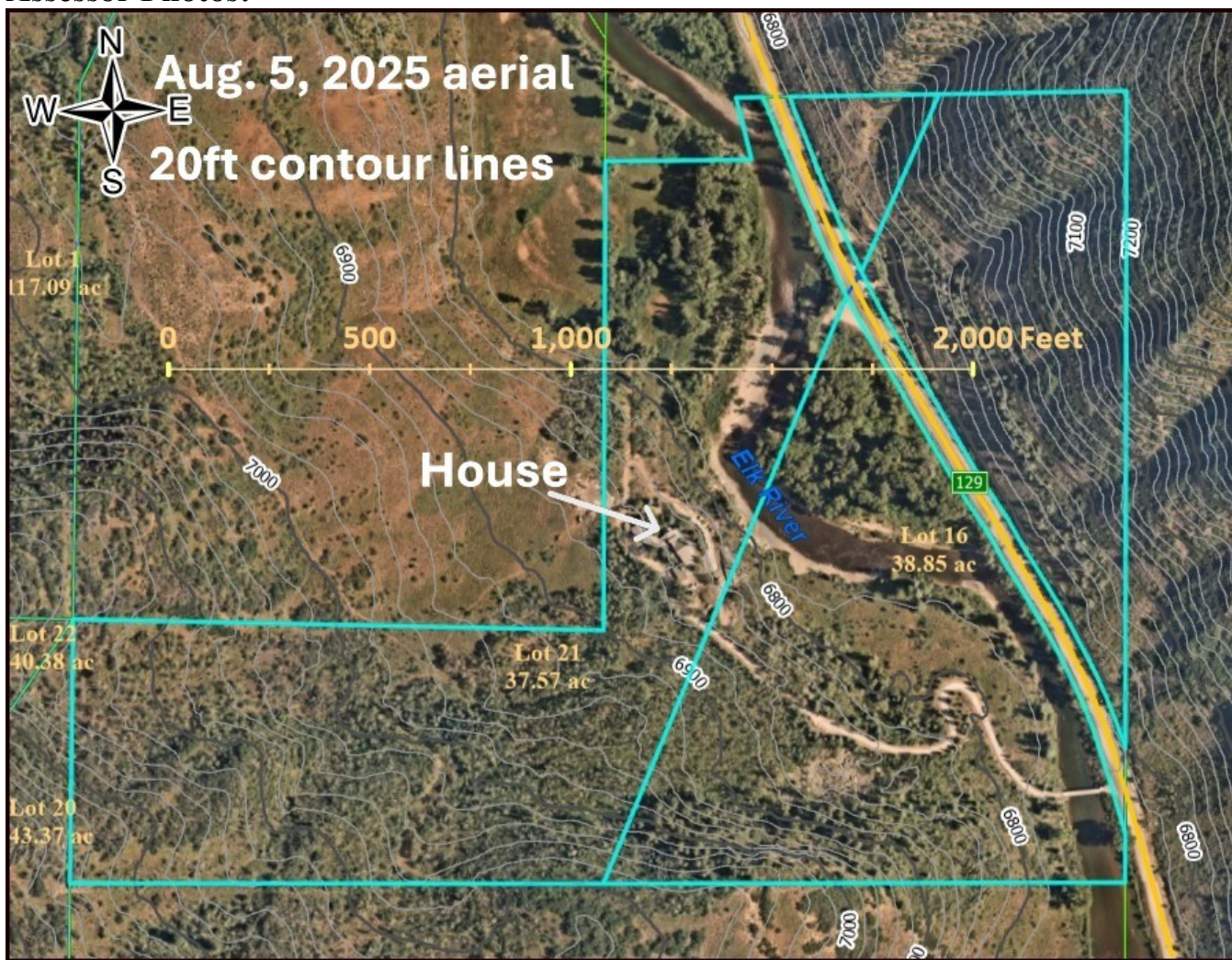




Exhibit C









**Recommendation:**

**Approve the abatement request for a reduction of value and reclassification for R6206480. Deny the abatement request for a reduction of value and reclassification for R6206475.**

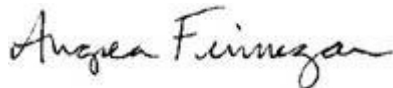
The petitioner provided sufficient evidence of the significant expense of \$3,309,117 to stabilize the slope for the residence located on R6206480 which was substantiated by site visit on 1/13/26.

At the time the properties were purchased in 2013 an adjudicated water right for agricultural use on Lot 21/R6206480 was also conveyed to Don Spence via Bargain and Sale Deed, allowing the “two-years plus current” statutory “prove-up” period to be bypassed, per state statute, and the property to qualify for Ag in its first year of use, which would have been 2022. As such, this parcel should be reclassified as Ag Residential for tax years 2023 and 2024.

Lot 16/R6206475 should remain classified as Residential (Vacant contiguous to a Residence) as it appears, to the best of my knowledge, to not meet the actual use requirement for Agricultural Land. Lot 16 is, however, necessary to access the residence as the driveway and bridge across the Elk River are located on this parcel, so it should remain in Residential classification.

Respectfully submitted;

Angela Finnegan



Routt County Chief Appraiser  
Certified Residential Appraiser  
#CR100049189

Gary Peterson



Routt County Assessor  
Certified Residential Appraiser  
#CR40021518

Ryan Gelling



Routt County AG Appraiser  
Ad Valorem Appraiser  
#AV200002513

# ROUTT COUNTY BOARD OF COMMISSIONERS

## COMMUNICATION FORM

---

**DEPARTMENT/ORGANIZATION:** Routt County Assessor's Office

**PRESENTATION DATE:** February 10, 2026

**AGENDA TITLE:** COCRES INVESTMENTS, LLC (Jon Sanders) Schedule #R7716992

**ITEM TYPE:** ACTION ITEM

---

### **REQUEST/ ISSUE & BACKGROUND:**

Mutual agreement between Assessor and Petitioner for a two-year abatement request – refund exceeds the Assessor's current authorization to settle without BCC review, per Resolution No, 2019-002. Property has undergone a change of use from commercial to residential after the Feb. 2022 purchase. Requesting a Residential classification for the two years under petition and an adjustment of the original valuations, as these values were overstated given subject's the purchase price within the data collection period.

### **RECOMMENDED ACTION (Full Motion Language):**

I move to accept the recommendation of the Assessor, which has been agreed to by the Petitioner (see Exhibit B) for both years under Petition:

For tax year **2023**; correct the actual value for tax year **2024** from \$1,203,580 (Original Value as Commercial) to \$1,001,810 (Corrected Value as Residential), resulting in a tax correction from \$13,618.72 (Original Tax) to \$2722.12 (Corrected Tax), and an abatement or refund in the amount of \$10,896.60, as set forth in Section II of the Petition for Abatement, or Refund of Taxes.

For tax year **2024**; correct the actual value for tax year **2024** from \$1,203,580 (Original Value as Commercial) to \$1,001,810 (Corrected Value as Residential), resulting in a tax correction from \$14,076.40 (Original Tax) to \$2,813.60 (Corrected Tax), and an abatement or refund in the amount of \$11,262.80, as set forth in Section II of the Petition for Abatement, or Refund of Taxes.

### **ALTERNATIVES:**

Deny the recommendation of the Assessor in its entirety or in-part and determine a different value and/or classification.

**LIST OF ATTACHMENTS:**

- Exhibit A - Petition for Abatement or Refund of Taxes, including Tax Roll Correction form and calculation spreadsheet.
- Exhibit B - Petitioner's Submission Documents
- Exhibit C - Assessor's Abatement Response Summary Report

**DEPARTMENT HEAD INITIALS:** GP, Assessor

**DATE:** January 30, 2026

APR - Kevin  
**RECEIVED**  
JAN 02 2026  
BY: via email  
Received 1/7 BW

Petition For Abatement Or Refund Of Taxes

County: Roitt

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: Dec. 19 2025  
Month Day Year

Petitioner's Name: COCRES INVESTMENTS, LLC (Jon Sanders)

Petitioner's Mailing Address: PO BOX 772207  
STEAMBOAT SPRINGS CO 80477  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S) R7716992 / 159502002  
PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY  
1206 Lincoln Ave. / TR 70 FT X 136.9 FT IN S2 BLK 2 SPRINGS ADD TO SS

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2023 and 2024 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.) Subject property has undergone a change of use from commercial to residential after the Feb. 2022 purchase. Requesting a Residential classification for the two years under petition and a review of the valuation assigned as well, believe value is overstated.

Petitioner's estimate of value: \$ \_\_\_\_\_ ( 2023 ) and \$ \_\_\_\_\_ ( 2024 ) Listing a Value is Optional  
Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

[Signature] Phone Number (970) 393-2933 Email jonwsanders@skitowncommercial.com  
Petitioner's Signature

By [Signature] Phone Number 970-250-9844 Email brian@skitowncommercial.com  
Agent's Signature

\*Letter of agency must be attached when petition is submitted by an agent.

The assessed value and resulting tax amounts are calculated from the adjusted actual value. If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S. denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

**Section II: Assessor's Recommendation**  
(For Assessor's Use Only)

Tax Year <u>2023</u>		Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax
Original	Actual 1233580	-30000	1203580	27.9%	335800	40.556	13618.72
Corrected	1056810	-55000	1001810	6.7%	67120	40.556	2722.12
Abate/Refund	176770	25000	201770	6.7%	268680	40.556	10896.60

Tax Year <u>2024</u>		Value Adjustment	Adjusted Actual	Assessment Rate	Assessed Value	Mill Levy	Tax
Original	Actual 1233580	-30000	1203580	27.9%	335800	41.919	14076.40
Corrected	1056810	-55000	1001810	6.7%	67120	41.919	2813.60
Abate/Refund	176770	25000	201770	6.7%	268680	41.919	11262.80

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: 2023 Protest?  No  Yes (If a protest was filed, please attach a copy of the NOD.)

Tax year: 2024 Protest?  No  Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

[Signature]  
Assessor's or Deputy Assessor's Signature

**Exhibit A**

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**  
(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$5,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$5,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

**The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:**

Tax Year _____	Value	Adjusted	Assessment	Assessed	Mill	
Actual	Adjustment	Actual	Rate	Value	Levy	Tax
Original _____	_____	_____	_____	_____	_____	_____
Corrected _____	_____	_____	_____	_____	_____	_____
Abate/Refund _____	_____	_____	_____	_____	_____	_____

Tax Year _____	Value	Adjusted	Assessment	Assessed	Mill	
Actual	Adjustment	Actual	Rate	Value	Levy	Tax
Original _____	_____	_____	_____	_____	_____	_____
Corrected _____	_____	_____	_____	_____	_____	_____
Abate/Refund _____	_____	_____	_____	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

**Petitioner Signature:** \_\_\_\_\_ **Section N/A - over \$5,000 refund** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Assessor's or Deputy Assessor's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on (month/day/year) \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

\_\_\_\_\_ with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (**being present--not present**) and Petitioner \_\_\_\_\_ (**being present--not present**), and WHEREAS, the said County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, that the Board (**agrees--does not agree**) with the recommendation of the Assessor and the petition be (**approved--approved in part--denied**) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____	_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_, County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s): \_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Property Tax Administrator's Signature

\_\_\_\_\_  
Date

Exhibit A

WHEN RECORDED **COCRES INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY**  
RETURN TO: **PO BOX 773791**  
**STEAMBOAT SPRINGS, CO 80487**



**STATEMENT OF AUTHORITY**

(§38-30-172, C.R.S.)

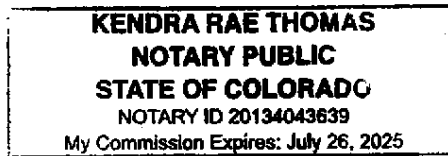
- This Statement of Authority relates to an entity<sup>1</sup> named **COCRES INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY**
- The type of entity is a:
 

<input type="checkbox"/> Corporation	<input type="checkbox"/> Registered Limited Liability Partnership
<input type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> Registered Limited Liability Limited Partnership
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Partnership Association
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Government or Governmental Subdivision or Agency
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Trust
<input type="checkbox"/>	
- The entity is formed under the laws of **Colorado**
- The mailing address for the entity is **PO BOX 773791, STEAMBOAT SPRINGS, CO 80477**
- The  name  position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is **Jonathan W. Sanders, Manager**
- The authority of the foregoing person(s) to bind the entity:  is<sup>2</sup> not limited  is limited as follows:
- Other matters concerning the manner in which the entity deals with interests in real property:
- This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S. <sup>3</sup>
- This Statement of Authority amends and supersedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this day of **July 29th, 2022**

**COCRES INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY**

By:   
**Jonathan W. Sanders, Manager**



State of **Colorado** )  
)ss.  
County of **ROUTT** )

The foregoing instrument was acknowledged before me on this day of **July 29th, 2022** by **JONATHAN W. SANDERS AS MANAGER** of **COCRES INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY**

Witness my hand and official seal

My Commission expires: **7.26.2025**   
Notary Public

<sup>1</sup>This form should not be used unless the entity is capable of holding title to real property.  
<sup>2</sup>The absence of any limitation shall be prima facie evidence that no such limitation exists.  
<sup>3</sup>The statement of authority must be recorded to obtain the benefits of the statute.





Exhibit A  
**2023 Notice of Correction**  
**Routt County Assessor**

As Of: 12/19/2025

**Account:** R7716992      **Parcel:** 159502002  
 COCRES INVESTMENTS, LLC  
 PO BOX 772207  
 STEAMBOAT SPRINGS, CO 80477

Routt County Assessor  
 Gary Peterson  
 522 Lincoln Ave., Suite 10  
 Steamboat Springs, CO 80487  
 (970) 870-5544

**Legal Summary**

TR 70 FT X 136.9 FT IN S2 BLK 2 SPRINGS ADD TO SS

**Reason For Correction**

Abatement

**Operator**

Gary Peterson (GPETERSON)

**Additional Explanation**

SUBJECT PROPERTY HAS UNDERGONE A CHANGE OF USE FROM COMMERCIAL TO RESIDENTIAL AFTER THE FEB. 2022 PURCHASE. PERMIT PULLED ORIG IN 2022 FOR THE CONVERSION BACK TO A SINGLE-FAMILY CONFIGURATION. IN ADDITION, VALUE OVERSTATED BASED ON THE FEB. 2022 PURCHASE PRICE. ADJUSTED VALUE ARE AFTER THE LEGISLATIVE DISCOUNT FOR RESIDENTIAL IS APPLIED. GP, ASSR

**Tax Roll**

2023.TRC.1060S1

**Value Corrections**

Tax Area	Property Code	Actual Value		Taxable Value	
		Original	Corrected	Original	Corrected
20SS	1112 - SINGLE FAM RESID LAND		823,790		55,190
	1212 - SINGLE-FAMILY RES BLDG		178,020		11,930
	2120 - OFFICE LAND	869,020	0	242,460	0
	2220 - OFFICE-IMPROVEMENTS	334,560	0	93,340	0
<b>Total</b>		<b>1,203,580</b>	<b>1,001,810</b>	<b>335,800</b>	<b>67,120</b>

**Tax Corrections**

Tax Area	Tax Type	Original	Corrected	Difference
20SS	TAXCHG	13,618.72	2,722.12	-10,896.60
<b>Total</b>		<b>13,618.72</b>	<b>2,722.12</b>	<b>-10,896.60</b>



Exhibit A  
**2024 Notice of Correction**  
**Routt County Assessor**

As Of: 12/19/2025

**Account:** R7716992      **Parcel:** 159502002  
 COCRES INVESTMENTS, LLC  
 PO BOX 772207  
 STEAMBOAT SPRINGS, CO 80477

Routt County Assessor  
 Gary Peterson  
 522 Lincoln Ave., Suite 10  
 Steamboat Springs, CO 80487  
 (970) 870-5544

**Legal Summary**

TR 70 FT X 136.9 FT IN S2 BLK 2 SPRINGS ADD TO SS

**Reason For Correction**

Abatement

**Operator**

Gary Peterson (GPETERSON)

**Additional Explanation**

SUBJECT PROPERTY HAS UNDERGONE A CHANGE OF USE FROM COMMERCIAL TO RESIDENTIAL AFTER THE FEB. 2022 PURCHASE. PERMIT PULLED ORIG IN 2022 FOR THE CONVERSION BACK TO A SINGLE-FAMILY CONFIGURATION. IN ADDITION, VALUE OVERSTATED BASED ON THE FEB. 2022 PURCHASE PRICE. ADJUSTED VALUE ARE AFTER THE LEGISLATIVE DISCOUNT FOR RESIDENTIAL IS APPLIED. GP, ASSR

**Tax Roll**

2024.TRC.1060S1

**Value Corrections**

Tax Area	Property Code	Actual Value		Taxable Value	
		Original	Corrected	Original	Corrected
20SS	1112 - SINGLE FAM RESID LAND		823,790		55,190
	1212 - SINGLE-FAMILY RES BLDG		178,020		11,930
	2120 - OFFICE LAND	869,020	0	242,460	0
	2220 - OFFICE-IMPROVEMENTS	334,560	0	93,340	0
<b>Total</b>		<b>1,203,580</b>	<b>1,001,810</b>	<b>335,800</b>	<b>67,120</b>

**Tax Corrections**

Tax Area	Tax Type	Original	Corrected	Difference
20SS	TAXCHG	14,076.40	2,813.60	-11,262.80
<b>Total</b>		<b>14,076.40</b>	<b>2,813.60</b>	<b>-11,262.80</b>



## Exhibit B

**From:** [Jon W. Sanders](#)  
**To:** [Gary Peterson](#)  
**Subject:** RE: 1206 Lincoln Avenue, Steamboat Springs, CO 80487  
**Date:** Thursday, January 8, 2026 5:47:13 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)

---

Thank you for your help. I'm fine with the Valuation.

Jon  
970.393.2933

---

**From:** Gary Peterson <[gpeterson@co.routt.co.us](mailto:gpeterson@co.routt.co.us)>  
**Sent:** Thursday, January 8, 2026 12:40 PM  
**To:** Jon W. Sanders <[jonwsanders@skitowncommercial.com](mailto:jonwsanders@skitowncommercial.com)>  
**Subject:** RE: 1206 Lincoln Avenue, Steamboat Springs, CO 80487

Hi Jon,

Yes, the value methodology is the same; we're using a Commercial Land model with now a Steamboat Residential model for the house rather than a Commercial Improvement model. This would be the same configuration on your 117 12<sup>th</sup> Street property. Both properties have the same CN zoning.

This abatement will get scheduled for hearing in February (tentatively the 12<sup>th</sup>); you'll get a letter from the commissioner's office notifying you of that hearing date/time. But if you're good with the valuation, there's no need for you to attend or zoom in.

Gary

---

**From:** Jon W. Sanders <[jonwsanders@skitowncommercial.com](mailto:jonwsanders@skitowncommercial.com)>  
**Sent:** Tuesday, January 6, 2026 6:03 PM  
**To:** Gary Peterson <[gpeterson@co.routt.co.us](mailto:gpeterson@co.routt.co.us)>  
**Subject:** RE: 1206 Lincoln Avenue, Steamboat Springs, CO 80487

Did you value the property the same as 117 12<sup>th</sup> Street? If so then I'm in agreement with proposed values.

Thank you, Jon

---

**From:** Gary Peterson <[gpeterson@co.routt.co.us](mailto:gpeterson@co.routt.co.us)>  
**Sent:** Tuesday, January 6, 2026 5:50 PM  
**To:** Jon W. Sanders <[jonwsanders@skitowncommercial.com](mailto:jonwsanders@skitowncommercial.com)>  
**Subject:** RE: 1206 Lincoln Avenue, Steamboat Springs, CO 80487

## Exhibit B

Gary,

I'm having issues trying to refinance 1206 Lincoln Avenue; appears there isn't clarity as to whether it's a commercial use or residential property. I understand the Commercial Neighborhood Zoning, but my lender is sending me Commercial Office tenant occupied details stating its per the Assessor. <https://property.spatalest.com/co/routt#/property/R7716992>

Western Security is listed as the Business Name and the Property Use is Office. Western Security was sold by Frank Bradley in 2020 to Tim Stanley, Western Security had a deed of lease thru 2021; COCRES Investments, LLC purchased the property in February of 2022. Western Security via TVS Holdings purchased their current location at 2620 S Copper Frontage RD., Unit 6A, Steamboat in December of 2020 and are still occupying their new location.

Its seems we have been paying commercial rates for a residential home with Western Security as Tenant since purchase recording date of Feb 2022. This home has use by right for residential and has been used as residential since 2022. We remodeled with new windows doors, kitchen and bath upgrades from 2023 to earlier this year (if the City would finish the undergrounding of utilities, then we would have sidewalks and new landscaping, then maybe this corner would start looking a little better).

Anyway, my house next door seems to be a logical form of valuation for this rare CN zone type in our community. For certain I should have realized that 1206 Lincoln Ave taxes have been twice that of 117 12<sup>th</sup> Street. Perhaps simply apply the same logic of valuation to 1206 Lincoln as you have for 117 12<sup>th</sup> Street? Hoping your team can help me get this corrected fairly quickly so I can pay off Bradley's here in January.

Hope all is well.

Thank you, Jon

**Jon W. Sanders** | CEO & Founder  
Ski Town Commercial Real Estate  
Office: 970.871.0002  
Mobile: 970.393.2933  
655 Yampa Street, Unit C1  
Steamboat Springs, CO 80487



## Exhibit B

No need to change the form – you’ve signed it. My last email simply says that a Letter of agency is needed if you want Brian to represent the LLC at the hearing. If you both show up, you can verbally authorize him to testify on your behalf. If you’re in agreement with the proposed values, then your participation at the hearing is not necessary.

Gary

---

**From:** Jon W. Sanders <[jonwsanders@skitowncommercial.com](mailto:jonwsanders@skitowncommercial.com)>  
**Sent:** Tuesday, January 6, 2026 4:59 PM  
**To:** Gary Peterson <[gpeterson@co.routt.co.us](mailto:gpeterson@co.routt.co.us)>; Brian Grassby <[brian@skitowncommercial.com](mailto:brian@skitowncommercial.com)>  
**Subject:** RE: 1206 Lincoln Avenue, Steamboat Springs, CO 80487

We can simply remove Brian to make this easy. Should I send forward the document crossing out his signature or a new document without?

Jon

---

**From:** Gary Peterson <[gpeterson@co.routt.co.us](mailto:gpeterson@co.routt.co.us)>  
**Sent:** Tuesday, January 6, 2026 3:50 PM  
**To:** Jon W. Sanders <[jonwsanders@skitowncommercial.com](mailto:jonwsanders@skitowncommercial.com)>; Brian Grassby <[brian@skitowncommercial.com](mailto:brian@skitowncommercial.com)>  
**Subject:** RE: 1206 Lincoln Avenue, Steamboat Springs, CO 80487

Jon,

The Statement of Authority for the COCRES INVESTMENTS, LLC. list you as the sole officer authorized to act on the LLC’s behalf. I will need a Letter of Agency filled out for Brian if you want him to advocate on your behalf at the hearing. If you’re good with the numbers I have recommended on the form, then you don’t really need to attend the hearing. A hearing still has to be conducted because of the large refund amount, but if the recommended values are uncontested, the hearing is just a formality.

If you do want Brian to handle the abatement request and perhaps attend the hearing without you present, then we would require the agency letter in order for him to have standing to represent the LLC. A sample LofA form has already been sent in this email string.

**Gary Peterson**

***Routt County Assessor***

522 Lincoln Avenue, Suite 10  
Steamboat Springs, CO 80487  
Ph: 970-870-5544 Fax: 970-870-5461

[gpeterson@co.routt.co.us](mailto:gpeterson@co.routt.co.us)    [www.co.routt.co.us](http://www.co.routt.co.us)



## Exhibit B

---

**From:** Jon W. Sanders <[jonwsanders@skitowncommercial.com](mailto:jonwsanders@skitowncommercial.com)>  
**Sent:** Sunday, January 4, 2026 10:34 PM  
**To:** Gary Peterson <[gpeterson@co.routt.co.us](mailto:gpeterson@co.routt.co.us)>; Brian Grassby <[brian@skitowncommercial.com](mailto:brian@skitowncommercial.com)>  
**Subject:** RE: 1206 Lincoln Avenue, Steamboat Springs, CO 80487

Mr. Grassby is an Officer of COCRES INVESTMENTS, LLC.

All correspondence needs to be with CC to Brian. We have the same mailing address and physical offices.

Please let me know if you require anything further.

Thank you, Jon  
970.393.2933

---

**From:** Gary Peterson <[gpeterson@co.routt.co.us](mailto:gpeterson@co.routt.co.us)>  
**Sent:** Friday, January 2, 2026 4:18 PM  
**To:** Brian Grassby <[brian@skitowncommercial.com](mailto:brian@skitowncommercial.com)>  
**Cc:** Jon W. Sanders <[jonwsanders@skitowncommercial.com](mailto:jonwsanders@skitowncommercial.com)>  
**Subject:** RE: 1206 Lincoln Avenue, Steamboat Springs, CO 80487

Brian,

Per the abatement form, we need a Letter of Agency if you're acting as tax agent on this matter on behalf of the COCRES INVESTMENTS, LLC.

If you're an officer of the LLC then if you could send that over would be great.

A sample LofA is attached.

**Gary Peterson**

***Routt County Assessor***

522 Lincoln Avenue, Suite 10

Steamboat Springs, CO 80487

Ph: 970-870-5544 Fax: 970-870-5461

[gpeterson@co.routt.co.us](mailto:gpeterson@co.routt.co.us)

[www.co.routt.co.us](http://www.co.routt.co.us)



---

**From:** Brian Grassby <[brian@skitowncommercial.com](mailto:brian@skitowncommercial.com)>  
**Sent:** Friday, January 2, 2026 3:15 PM  
**To:** Gary Peterson <[gpeterson@co.routt.co.us](mailto:gpeterson@co.routt.co.us)>

## Exhibit B

**Cc:** Jon W. Sanders <[jonwsanders@skitowncommercial.com](mailto:jonwsanders@skitowncommercial.com)>

**Subject:** Re: 1206 Lincoln Avenue, Steamboat Springs, CO 80487

You don't often get email from [brian@skitowncommercial.com](mailto:brian@skitowncommercial.com). [Learn why this is important](#)

Good Afternoon Gary,

Please see the attached completed tax abatement form for 1206 Lincoln Ave. Please let me know if you have any questions or require any further information.

Happy New Year!

Regards,

**Brian Grassby**

Ski Town Commercial Real Estate

Office: 970.871.0002

Mobile: 970.875.4207



---

**From:** Jon W. Sanders <[jonwsanders@skitowncommercial.com](mailto:jonwsanders@skitowncommercial.com)>

**Sent:** Wednesday, December 17, 2025 6:44 PM

**To:** Gary Peterson <[gpeter@co.routt.co.us](mailto:gpeter@co.routt.co.us)>

**Cc:** Brian Grassby <[brian@skitowncommercial.com](mailto:brian@skitowncommercial.com)>

**Subject:** RE: 1206 Lincoln Avenue, Steamboat Springs, CO 80487

Gary,

You had suggested that you were going to send forward document for me to fill out regarding the assessor correction; something that had to be filled out before year's end.

Please send forward when you have a moment.

Thank you for your help.

Jon

970.393.2933

---

**From:** Gary Peterson <[gpeter@co.routt.co.us](mailto:gpeter@co.routt.co.us)>

**Sent:** Thursday, December 4, 2025 11:01 AM

**To:** Jon W. Sanders <[jonwsanders@skitowncommercial.com](mailto:jonwsanders@skitowncommercial.com)>

## Exhibit B

**Subject:** Re: 1206 Lincoln Avenue, Steamboat Springs, CO 80487

Hi Jon,

I'm going to have to contact you on Friday after all. I see in your email now that Friday works better, so I'll reach out about this time tomorrow.

Gary Peterson  
Routt County Assessor

Sent from my iPhone, please excuse any typos.

---

**From:** Gary Peterson <[gpeterson@co.routt.co.us](mailto:gpeterson@co.routt.co.us)>  
**Sent:** Wednesday, December 3, 2025 2:03:21 PM  
**To:** Jon W. Sanders <[jonwsanders@skitowncommercial.com](mailto:jonwsanders@skitowncommercial.com)>  
**Subject:** RE: 1206 Lincoln Avenue, Steamboat Springs, CO 80487

OK Jon, I'll reach out in one of those time slots, probably around the noon hour.

Gary

---

**From:** Jon W. Sanders <[jonwsanders@skitowncommercial.com](mailto:jonwsanders@skitowncommercial.com)>  
**Sent:** Wednesday, December 3, 2025 12:48 PM  
**To:** Gary Peterson <[gpeterson@co.routt.co.us](mailto:gpeterson@co.routt.co.us)>  
**Subject:** RE: 1206 Lincoln Avenue, Steamboat Springs, CO 80487

You don't often get email from [jonwsanders@skitowncommercial.com](mailto:jonwsanders@skitowncommercial.com). [Learn why this is important](#)

Tomorrow I am available 8-10am and then again 12-3pm (some meeting but I should be able to answer a call). Then again available after 4:15pm.

I am available most of Friday.

I'm not sure what conversion of the structure being referred to. I know it was office use, but before Western Security it was single family home. It is single family home again same floor plan with a wall removed to open up and remodel the kitchen. Both the bathrooms are still the same but with new fixtures, tile and paint. Then new doors, added the old large window back in the front living room. Moved the water heater to the boiler room. Added a patio slider door from the primary bedroom to the backyard. I had employees living in the home starting in 2022; then permitted the improvements in 2024, maybe submitted in 2023. For sure negotiated all the easements on the three properties around the Iron Springs in early 2024 as the City completed the electrical line undergrounding just a month ago.

Friday would be easier but happy to try and connect tomorrow.

## Exhibit B

Thanks, Jon  
970.393.2933

---

**From:** Gary Peterson <[gpeterson@co.routt.co.us](mailto:gpeterson@co.routt.co.us)>  
**Sent:** Wednesday, December 3, 2025 9:57 AM  
**To:** Jon W. Sanders <[jonwsanders@skitowncommercial.com](mailto:jonwsanders@skitowncommercial.com)>  
**Subject:** RE: 1206 Lincoln Avenue, Steamboat Springs, CO 80487

Hi Jon,

I'm currently away from the office at my winter conference & law seminar. I reviewed your account and I need to have a conversation with my appraiser Keven to get some details from him. We are classifying the property for 2025 as Residential, but continuing to use the commercial models on the account and perhaps that should be changed to a residential model depending on the extent of the conversion of the structure. Let me call you tomorrow after my conference ends late morning and get a better understanding of the conversion and communicate our situation with end-of-year locks on our accounts as we just certified final values to the taxing entities. It may be I need to have a conversation with your lender to explain our errors to the account in regards to the property use or account type that is seen online.

So, expect a call around 11:00 tomorrow morning, or if not a good time, let me know a better time.

**Gary Peterson**  
***Routt County Assessor***  
522 Lincoln Avenue, Suite 10  
Steamboat Springs, CO 80487  
Ph: 970-870-5544 Fax: 970-870-5461  
[gpeterson@co.routt.co.us](mailto:gpeterson@co.routt.co.us)    [www.co.routt.co.us](http://www.co.routt.co.us)



---

**From:** Jon W. Sanders <[jonwsanders@skitowncommercial.com](mailto:jonwsanders@skitowncommercial.com)>  
**Sent:** Monday, December 1, 2025 10:53 PM  
**To:** Gary Peterson <[gpeterson@co.routt.co.us](mailto:gpeterson@co.routt.co.us)>  
**Subject:** 1206 Lincoln Avenue, Steamboat Springs, CO 80487

You don't often get email from [jonwsanders@skitowncommercial.com](mailto:jonwsanders@skitowncommercial.com). [Learn why this is important](#)

2026

ROUTT COUNTY ASSESSOR HEARING ABATEMENT RESPONSE

Hearing Date: **02/10/2026**

---

**Account:** R7716992

**Owner of Record:** COCRES INVESTMENTS, LLC (Jon Sanders)

**Situs / LEGAL Descriptions:** 1206 Lincoln Ave. / TR 70’X136.9’ IN S2 BLK 2 SPRINGS ADD TO SS

**Account Type:** Commercial Real Property (petition to change to Residential)

**Property Use:** Office (petition to change to Single-Family)

**Tax Year under petition:** 2023 and 2024

**Appraisal Date:** June 30, 2022

**Assessor’s Value:** \$1,203,580 for both 2023 & 2024

---

**Property Description:**

The subject located at the west-end of the business district of downtown Steamboat Springs on the corner of 12<sup>th</sup> Street & Lincoln Ave. directly across from the Library. The structure has been used for decades as a private security dispatch office. However, this building was first built in 1950 as a single-family Ranch-style dwelling. The corner lot is 0.21 acres in size.

Petitioner purchased property in Feb. of 2022 and soon after remodeled and reconfigured the structure from that of an office use to a single-family dwelling – 5-bedrooms & 2-baths on a single level. Permit pulled was mostly updated cosmetic work with minimal partition wall changes and some modernization upgrades.

**Petitioner’s reason for review:**

*“It seems we have been paying commercial rates for a residential home with Western Security as Tenant since purchase recording date of Feb 2022. This home has use by right for residential and has been used as residential since 2022. We remodeled with new windows doors, kitchen and bath upgrades from 2023 to earlier this year claim.” Jon Sanders*

## Exhibit C

### Abatement Discussion:

Since only the property's exterior was viewed for the extended remodel period, the classification was changed for TY2025, not realizing the change-in-use to Residential had occurred earlier. The permit was initially applied for in the summer of 2022 (Permit# SPRR221084) but then cancelled on January 30, 2023. With work already starting in 2022, a new permit was then issued in 2024 (Permit#: SPRRN240503). For the most part, the work was completed by the November 21, 2024, inspection date. The Petitioner states that 'he moved his employees into the property soon after the purchase and that Western Security had been in their new location since December of 2020, hence the property sat idle for 13 months. Mr. Sanders' employees are long-term renters of the property, starting in 2022.

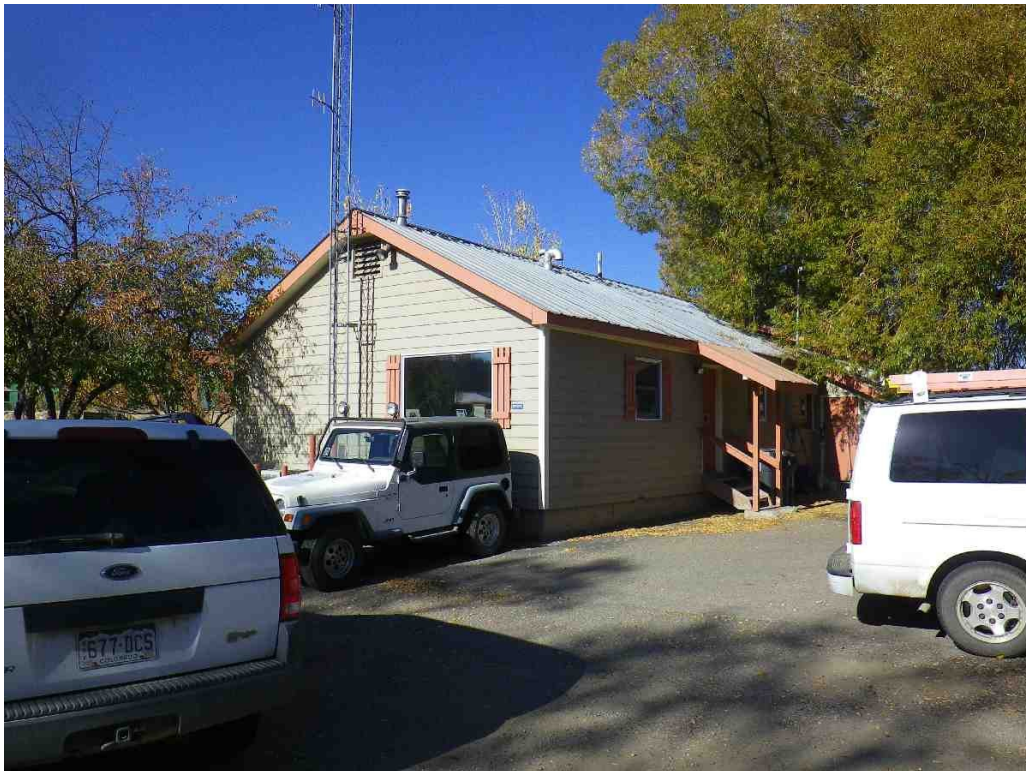
Between permit documentation, petitioner testimony and appraiser common knowledge that Western Security has been removed from the subject location for several years, the evidence is strong that the property did in fact go through a change of use from that of a commercial office classification to that of a Residential use as a single-family residence. This transition took place mid-year of 2022 making the property eligible for the Residential assessment rate on the next assessment date of January 1, 2023. This SF use continues today.

Property is zoned CN or Commercial Neighborhood so by right, can be used for either purpose or both of residential & commercial uses. The account was switched to a Steamboat Residential model, but left with a Commercial Land model because of its highest & Best Use is that of commercial and the current residential use is considered transitional or interim to the employment of a H&BU.

### Assessor Photos:



**Exhibit C**



**Exhibit C**



## Exhibit C

### Recommendation:

**Approve the abatement request for a reduction of value and reclassification for R7716992, and approve for both tax years under petition.** The petitioner has agreed to the recommended value provided by the Assessor in Section II of the abatement form. This new level of value reflects the Feb. 2022 arms-length acquisition price of the subject property plus some time-adjustment of that sale price to the effective appraisal date of the two years under petition (June 30, 2022) as well as reflecting the recent improvements made to the structure in its conversion back to a single-family use.

The land will continued to be modeled using our Commercial Land model rather than our Res Land model. However, from here forward, the structure will be modeled using the Stmbt-Res model verses a Commercial Improvement model. This configuration is the same as the property adjacent to the north on 12<sup>th</sup> Street that shares the same CN zoning - unique to these two parcels for this area or immediate neighborhood. This adjacent property has a similar history of a change of use from commercial office to residential and serves as the Petitioner's primary residence since ~2018 - after a major remodel and conversion as well.

Respectfully submitted;

Kevin M. Krause



Commercial Appraiser  
Certified General Appraiser  
#CG01324436

Gary Peterson



Routt County Assessor  
Certified Residential Appraiser  
#CR40021518

# ROUTT COUNTY BOARD OF COMMISSIONERS

## COMMUNICATION FORM

---

**DEPARTMENT/ORGANIZATION:** Routt County Environmental Health

**PRESENTATION DATE:** 2/10/2026

**AGENDA TITLE:** Milner Trailer Park Permanent Non-Exclusive Easement

**ITEM TYPE:** ACTION ITEM

---

**REQUEST/ ISSUE & BACKGROUND:**

Routt County Environmental Health requests that the Board of County Commissioners formally accept a Permanent Non-Exclusive Easement granted by the Milner Park Community Cooperative (MPCC). The easement provides the County (acting on behalf of the Community of Milner Wastewater Treatment System Enterprise) with legal access to install, operate, maintain, repair, and replace the County-owned sewer main lines and appurtenances located within the Milner Mobile Home Park at 21365 US Highway 40.

The County constructed the Milner Sanitation System in approximately 1982, and the Milner Mobile Home Park was connected to the system under a 1994 preliminary subdivision plan. Although the County owns the sewer mains, manholes, and valves within the park, no recorded easement existed to authorize long-term access for maintenance and repair. MPCC has now executed a permanent easement granting the County a 20-foot-wide corridor centered on the existing sewer main alignment, as depicted in Exhibit A of the easement document.

**RECOMMENDED ACTION (Full Motion Language):**

Motion to accept the Permanent Non-Exclusive Easement granted by the Milner Park Community Cooperative for the County-owned sewer main lines and appurtenances located within the Milner Mobile Home Park, and to authorize the Chair to sign the acceptance on behalf of Routt County.

**ALTERNATIVES:**

- Approve the easement as presented.
- Request revisions or additional information prior to acceptance.
- Decline to accept the easement, which would leave the County without a recorded access right for maintenance of its sewer infrastructure.

**FISCAL IMPACTS:**

- PROPOSED REVENUE (if applicable): None
- CURRENT BUDGETED AMOUNT: N/A
- PROPOSED EXPENDITURE: None associated with acceptance of the easement
- FUNDING SOURCE: N/A
- SUPPLEMENTAL BUDGET NEEDED: No

**LEGAL ISSUES:**

The easement has been reviewed and approved by the Routt County Legal Department, executed by the Milner Park Community Cooperative and notarized. Acceptance by the Board is required to finalize the conveyance. Once accepted, the Clerk and Recorder will index the easement in the real property transfer records with Milner MHC, LLC as Grantor and Routt County as Grantee.

**CONFLICTS OR ENVIRONMENTAL ISSUES:**

No conflicts identified. The easement supports long-term operation and maintenance of existing sewer infrastructure and does not authorize new construction or expansion. No environmental impacts are anticipated.

**LIST OF ATTACHMENTS:**

- Signed Permanent Non-Exclusive Easement (MPCC → Routt County)
- Exhibit A – Sewer Easement Map (AquaWorks DBO, Inc.)

**DEPARTMENT HEAD INITIALS:** BSC

**DATE:** 1/28/2026

Milner Park Community Cooperative  
Milner Pa

Clerk and Recorder: Please index in real property transfer records with ~~Milner MHC, LLC~~ as Grantor and **Routt County, Colorado, a body corporate and politic** as Grantee.

**PERMANENT NON-EXCLUSIVE EASEMENT**

**Milner**

This Permanent, Non-Exclusive Easement (“Easement”), made this \_\_ day of January, 2026, between MILNER PARK COMMUNITY COOPERATIVE, a Colorado cooperative, whose address is 21365 US Highway 40, Lot 31, Steamboat Springs, CO 80487 (“Grantor” or “Owner”) and ROUTT COUNTY, COLORADO, a body corporate and politic, whose address is 522 Lincoln Ave., Suite 30, Steamboat Springs, CO 80487 (“County” or “Grantee”) for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees as follows:

The Grantor is the owner of the property commonly known and addressed as:

**Milner Mobile Home Park, 21365 US Highway 40  
Routt County, Colorado (“Property”)**

The County created the Milner Sanitation System in approximately 1982. In 1994, the Milner Mobile Home Park received approval for a preliminary subdivision plan including plans for sewer lines and appurtenances that would be connected to the Milner System.

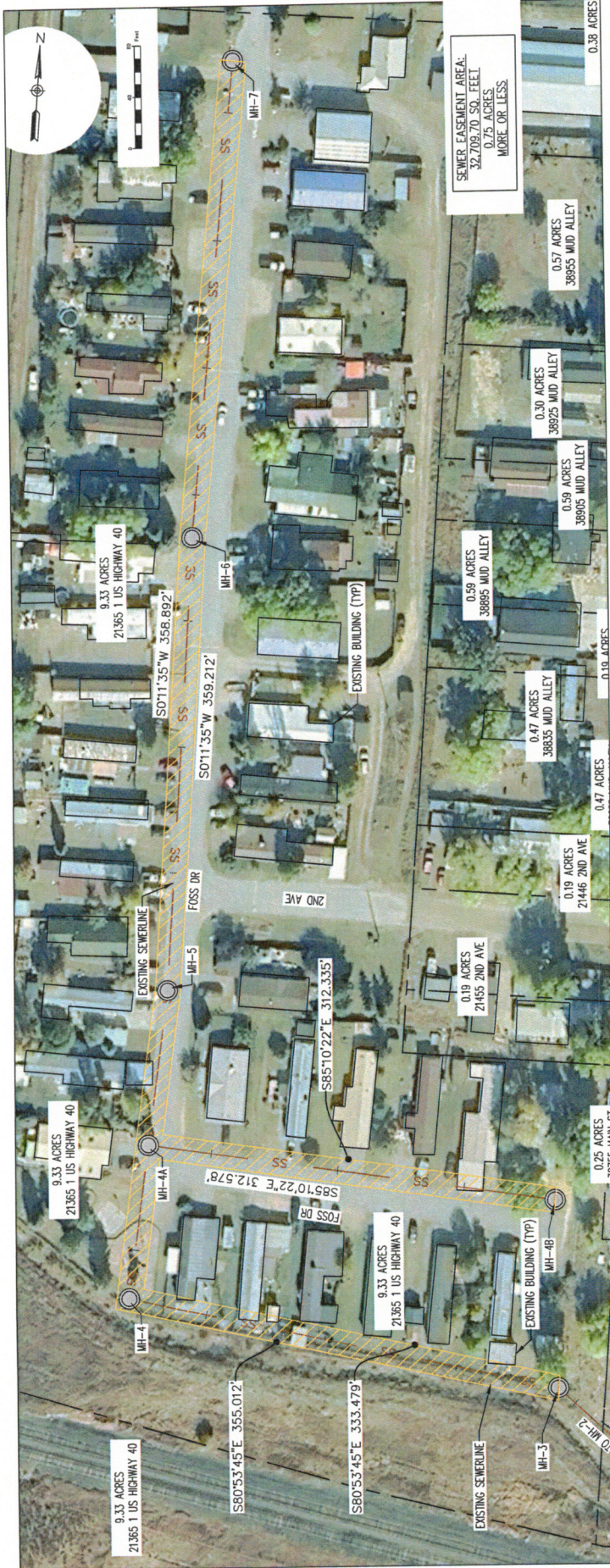
The Parties acknowledge the County owns the main sewer lines and appurtenances, including, but not limited to, sewer manholes and valves, within the Milner Mobile Home Park (“Sewer Main Lines and Appurtenances”). Such Sewer Main Lines and Appurtenances do not include individual sewer lines from the point of connection from the main to the dwelling or other point of use. The location of the Sewer Main Lines and Appurtenances are described in **Exhibit A**, attached hereto and incorporated herein.

The Grantor hereby grants and conveys a permanent, non-exclusive easement to the County under, in, upon, across and over a 20 foot wide strip of land, the centerline of which is the Sewer Main Lines and Appurtenances, and which is generally described in **Exhibit A** attached hereto and incorporated herein (“Easement Area”), for the purpose of installation, operation, maintenance, repair, and replacement of the Sewer Lines and Appurtenance together with all rights of ingress and egress for persons, vehicles, and equipment necessary to accomplish such purpose.

Grantor, for itself, its heirs, executors and administrators does covenant and agree that Grantor is well seized of the easement above conveyed and has good right, full power and authority to grant, bargain, sell and convey said easement, and that said easement is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of any kind whatsoever.



# EXHIBIT A



SEWER EASEMENT AREA:  
 32,709.70 SQ. FEET  
 0.75 ACRES  
 MORE OR LESS

SEWER EASEMENT  
 1"=80'

PRELIMINARY  
 NOT FOR CONSTRUCTION



DRAWN BY: MG  
 DESIGNED BY: MICHAEL GROSELLE, P.E.  
 FILE PRINTED ON: 11/13/2024 3:02:42 PM  
 COPYRIGHT: AQUAWORKS DBO, INC.  
 0  
 1 IF THIS BAR DOES NOT READ 1"  
 DRAWING IS NOT LABELED TO SCALE

REV. No.	DATE	BY	REVISION DESCRIPTION

PROJECT: YAMPA LAGOONS  
 ENGINEER: AQUAWORKS DBO, INC.  
 3252 WILLIAMS STREET  
 DENVER, COLORADO 80205  
 (303) 477-5915

SHEET TITLE: SEWER EASEMENT  
 PROJECT NUMBER: 7829  
 SCALE: 1"=80'

SHEET: C-13  
 10  
 9  
 8  
 7  
 6  
 5  
 4  
 3  
 2  
 1

# ROUTT COUNTY BOARD OF COMMISSIONERS

## COMMUNICATION FORM

---

**DEPARTMENT/ORGANIZATION:** County Attorney

**PRESENTATION DATE:** February 10, 2026

**AGENDA TITLE:** Assessor Settlement Authority

**ITEM TYPE:** ACTION ITEM

---

### **REQUEST/ ISSUE & BACKGROUND:**

The Assessor is tasked with reviewing and making recommendations for resolution of appeals and abatements. These recommendations may be at the Board of Equalization and Board of County Commissioner level, or they may be at the Board of Assessment appeal level (this level would also include district court and arbitration cases).

Several years ago, the Commissioners adopted a resolution that gave the Assessor limited settlement authority so that these cases could be handled more expeditiously. In 2019, that settlement authority was increased through Resolution No. 2026-008. The Assessor requests that authority be increased to the maximum found in the abatement statute. C.R.S. 391-113(1.5) states, Upon authorization by the board of county commissioners, the assessor may review petitions for abatement or refund and settle by written mutual agreement any such petition for abatement or refund in an amount of ten thousand dollars or less per tract, parcel, or lot of land or per schedule of personal property. Any abatement or refund agreed upon and settled pursuant to this subsection (1.5) shall not be subject to the requirements of subsection (1) of this section [ie. not required to have a hearing].

The Assessor's Reference Library also mentions this common practice to allow the Assessor to settle cases up to a certain tax level.

"In some counties, the board of county commissioners has authorized the assessor, through a formal resolution, to settle abatements or refunds of \$10,000 or less in tax without the necessity of holding a hearing." ARL Vol. 2 p. 5.15

Due to the increase in property values, and to come in line with the suggested authority in statute and regulation, the Assessor is requesting additional settlement authority up to \$10,000 of taxes.

The Resolution also provides that the County Attorney can sign off on any such settlements when the County Attorney is representing the Commissioners at the BAA, or in court. No changes are being made to that language.

**RECOMMENDED ACTION (Full Motion Language):**

Move to approve and authorize the chair to sign Resolution 2026-008, A Resolution Authorizing County Assessor to Settle Certain Petitions for Abatement or Refund of Taxes and Appeals of Valuations and/or Classification and the County Attorney to Act on behalf of the Board of County Commissioners and Board of Equalization in Appeals.

**ALTERNATIVES:** Make no change to the settlement authority

**FISCAL IMPACTS:**

- PROPOSED REVENUE (if applicable): None
- CURRENT BUDGETED AMOUNT: None
- PROPOSED EXPENDITURE: None
- FUNDING SOURCE: None
- SUPPLEMENTAL BUDGET NEEDED: No

**LEGAL ISSUES:**

This has been drafted and reviewed by the County Attorney Office.

**CONFLICTS OR ENVIRONMENTAL ISSUES:**

None

**LIST OF ATTACHMENTS:**

Resolution 2026-008

**DEPARTMENT HEAD INITIALS:LS**

**DATE: 2/3/2026**

## RESOLUTION NO. 2026-008

### A RESOLUTION AUTHORIZING COUNTY ASSESSOR TO SETTLE CERTAIN PETITIONS FOR ABATEMENT OR REFUND OF TAXES AND APPEALS OF VALUATIONS AND THE COUNTY ATTORNEY TO ACT ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS AND BOARD OF EQUALIZATION IN APPEALS

#### Recitals

A. The Board of County Commissioners of Routt County, State of Colorado (“BCC”) is authorized to act on behalf of Routt County pursuant to Article XIV, Section 1 of the Colorado Constitution and C.R.S. § 30-11-103.

B. The BCC hears and decides petitions on the abatement or refund of taxes pursuant to C.R.S. §§ 39-1-113 and 39-10-114.

C. The BCC sits as the County Board of Equalization pursuant to C.R.S. § 39-8-101 and the duties of the County Board of Equalization include the correction of any errors made in the assessment of property and, whenever in its judgment justice and right so require, to raise, lower, or adjust any valuation for assessment appearing in the assessment roll to the end that all valuations for assessment of property are just and equalized within the county as set forth in C.R.S. §39-8-102.

D. Decisions by the BCC are subject to appeal to the Board of Assessment Appeals, C.R.S. § 39-10-114.5, and decisions of the County Board of Equalization are subject to appeal to the District Court, Board of Assessment Appeals, or through arbitration, C.R.S. § 39-8-108.

E. C.R.S. § 39-1-113 provides that the BCC may authorize the Assessor to settle by written mutual agreement a petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property. The BCC granted the Assessor limited authority in Resolution 2011-007, and again in Resolution 2019-002 and now intends to rescind these resolutions in their entirety and grant the Assessor the authority permitted by C.R.S. § 39-1-113.

F. The BCC wishes to grant the Assessor the authority to settle by written mutual agreement an abatement appeal relating to the valuation and/or classification for assessment if such agreement would result in a refund of taxes in an amount of \$10,000 or less per tract, parcel, or lot of land, or per schedule of personal property; and

G. The BCC has employed a County Attorney pursuant to C.R.S. § 30-11-118; and the BCC wishes the County Attorney to represent the BCC in appeals relating to the abatement or refund of taxes and the Board of Equalization in appeals relating to the valuation for assessment in the District Court or the Board of Assessment Appeals.

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Routt County, Colorado, that:

- 1) Resolutions 2011-007 and 2019-002 are rescinded in their entirety.
- 2) The Assessor is granted the following authority:
  - (a) to settle by written mutual agreement a petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land, or per schedule of personal property;

(b) to settle by written mutual agreement an appeal of a decision of the County Board of Equalization to the Board of Assessment Appeals, District Court, or through arbitration if the agreement results in a refund of taxes of \$10,000 or less per tract, parcel, or lot of land, or per schedule of personal property; and

(c) to present on behalf of Routt County in any arbitration involving the valuation or assessment of any property.

3) The Routt County Attorney is granted the following authority:

(a) to represent the BCC in cases before the Board of Assessment Appeals; and

(b) to represent the County Board of Equalization in cases before the Board of Assessment Appeals or District Court; and

(c) to sign, on behalf of the BCC or County Board of Equalization, any written mutual agreement that is agreed to by the Assessor in the grant of authority above.

4) Any settlement above the amounts authorized to be settled by the Assessor must receive BCC approval at a special or regular meeting of the BCC.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

**BY THE BOARD OF COUNTY COMMISSIONERS OF ROUTT COUNTY,  
COLORADO.**

By

Tim Redmond, Chair  
Board of County Commissioners

Vote:

Angelica Salinas	Aye <input type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
Tim Redmond	Aye <input type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
Sonja Macys	Aye <input type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>

ATTEST:

By

Jenny L. Thomas  
Routt County Clerk and Recorder

# ROUTT COUNTY BOARD OF COMMISSIONERS

## COMMUNICATION FORM

---

**DEPARTMENT/ORGANIZATION:** County Attorney/Airport

**PRESENTATION DATE:** 2/10/2026

**AGENDA TITLE:** Engagement Letter with Kaplan Kirsch

**ITEM TYPE:** ACTION ITEM

---

### **REQUEST/ ISSUE & BACKGROUND:**

As the Commissioners are aware, the agreement between the airport and Steamboat Express was terminated in April 2025 due to noncompliance with the terms of the agreement including, but not limited to, ceasing operations and failure to pay amounts due. The Commissioners previously authorized the County Attorney to take legal action. Due to the workload of the County Attorney Office, we are recommending that we engage the services of Kaplan Kirsch to bring court action for breach of contract.

### **RECOMMENDED ACTION (Full Motion Language):**

Move to approve and authorize the Chair to sign an Engagement Letter with Kaplan and Kirsch for Attorney Services Related to Steamboat Express.

### **ALTERNATIVES:**

Take no action to collect the amounts owed to the County.

### **FISCAL IMPACTS:**

- PROPOSED REVENUE (if applicable): Possible judgment and collection
- CURRENT BUDGETED AMOUNT: None
- PROPOSED EXPENDITURE: Total unknown as the agreement is based on an hourly rate
- FUNDING SOURCE: YVRA Reserves
- SUPPLEMENTAL BUDGET NEEDED: Yes

### **LEGAL ISSUES:**

This agreement has been reviewed by the county attorney office.

**CONFLICTS OR ENVIRONMENTAL ISSUES:**

None.

**LIST OF ATTACHMENTS:**

Engagement Letter

**DEPARTMENT HEAD INITIALS: LS**

**DATE: 2/3/2026**

January 27, 2026

**VIA E-MAIL**

Lynaia South  
Routt County  
522 Lincoln Avenue, Suite #30  
Steamboat Springs, CO 80487  
[lsouth@co.routt.co.us](mailto:lsouth@co.routt.co.us)

Re: Engagement for Legal Services

Dear Lynaia:

We are very pleased that Routt County (“Client”) wishes to retain Kaplan Kirsch LLP (the “Firm”) to advise Client with regard to a dispute with Steamboat Express, a Yampa Valley Regional Airport transportation shuttle service provider related to breach of contract and collections. This letter sets forth the terms under which the Firm will represent Client on this matter and any other matters as directed by Client.

While we are reluctant to be overly formal, we have found that a detailed retainer letter is the best way to satisfy our ethical obligations and to be sure that each parties’ obligations are clearly set forth in writing.

The effective date of our representation is January 23, 2026. I will be the partner-in-charge of this engagement and will be the contact person for the Firm on this matter. At any time during our representation, you and your colleagues should always feel free to contact me or any other Firm partner if you have any questions or concerns about our work on your behalf. Our Firm’s managing partner, Robert W. Randall, is always available in the event you have questions about our representation.

**Scope of Our Representation.** Client is engaging the Firm to advise on matters regarding a dispute with Steamboat Express, a Yampa Valley Regional Airport transportation shuttle service provider related to breach of contract and collections and other matters to which we may jointly agree in writing. The scope of our representation is limited to these matters.

Attorneys within the Firm are licensed to practice law before the U.S. Supreme Court, most federal appellate and many federal district courts, as well the highest court in many states. To the extent that you seek advice with respect to states where Firm attorneys are not licensed, we will provide

advice in a manner consistent with the rules of professional conduct applicable to the practice of law in that state.

**Opinions on Likely Outcomes.** Either at the commencement or during the course of our representation, attorneys in the Firm may express opinions or conclusions concerning the likely outcome of the matters or various courses of action and the results that might be anticipated. We trust that you understand that, while we will always endeavor to give you candid and accurate assessments, any such statements will be an expression of our opinion based on information available to us at the time and are not a promise or guarantee.

**Fees and Charges.** The Firm will charge for its services according to the fees set out herein. I will be the partner-in-charge of this matter but anticipate involvement by other attorneys, as needed, in particular, Slone Isselhard, Sarah Keane and Paul Caintic. For purposes of this engagement, my hourly rate is \$600 per hour. Slone Isselhard, Sarah Keane and Paul Caintic's rates are \$600, \$600 and \$375 per hour, respectively. The normal hourly rates for attorneys in the Firm range from \$295 to \$795 per hour. Paralegal/law clerk rates are charged \$235 per hour. The Firm charges fees in six-minute (1/10 hour) increments. These rates will be effective until at least the end of this calendar year. The Firm annually evaluates its rates and will notify you in advance of any anticipated changes in rates.

In addition to the hourly fee for services, the Firm will charge you for all necessary and incidental out-of-pocket expenses, including, but not limited to, travel costs, office expenses, computerized legal research, court reporting services, and court or other filing fees. We do not generally charge for routine photocopying and long-distance telephone or cell phone calls but do charge for especially large copying jobs, color copies and hosting conference calls, in some instances. Out-of-pocket expenses are charged at our actual cost. **Please let us know if you have any special requirements for the expenditure or reporting of expenses.**

**Invoices.** It is the Firm's practice to send our clients a consolidated monthly invoice showing the amounts billed for particular matters during the period covered by the invoice. Unless you request otherwise, our invoices will contain daily detail for each professional's work on the client's matter. We can, however, prepare that invoice in any format that meets your needs. We urge you to raise any questions regarding our invoices as soon as they arise so that we can resolve any problems promptly. We require that Client pay our fees promptly on a monthly basis. We consider any invoice more than 30 days old to be overdue. If Client does not inform the Firm, in writing, of any questions or concerns with respect to the charges contained on an invoice within 30 days of receipt, the Firm will assume and Client agrees that such charges are acceptable to Client. The Firm reserves the right to charge interest of one percent per month on any outstanding amounts on invoices over 60 days old.

**Conflicts Evaluation.** In accordance with the applicable ethical rules, we have confirmed that we have no current actual conflicts between Client and any Firm clients. Further, we are not aware of any potential conflicts. As you are aware, the Firm represents a number of public sector and private

sector clients . We cannot foreclose the possibility that, at some time in the future, any existing or future Firm client may be adverse to Client on matters completely unrelated to this engagement. It is also possible that an existing Firm client is currently adverse to Client on a matter of which we are unaware or in which we have no involvement. Client understands and agrees that the Firm may represent new and existing clients in any matter that is not substantially related to our work for Client even if the interest of such other clients may be directly adverse to Client or to any entity or person related to Client, with one exception: This prospective consent to conflicting representation will, of course, not apply to any matter where, as a result of our work for Client, we have obtained sensitive, proprietary, or otherwise confidential information that could be used by such other clients to the material disadvantage of Client. Should we be involved in other matters for Client, the conflict evaluation will be done at that time on a case-by-case basis.

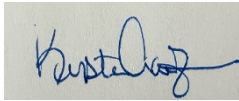
**Termination of Our Engagement.** Upon completion or termination of our representation on the matters described above, the attorney-client relationship will end unless Client and the Firm have agreed to a continuation with respect to other matters. Client has the right, at any time, to terminate our services and representation upon written notice to the Firm. We reserve the right to withdraw from our representation if, among other things, you fail to honor the terms of this engagement letter, you fail to cooperate or follow our advice on a material matter or any fact or circumstance (including any conflict of interest with another client) that would, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal. No termination of our representation by Client or the Firm will relieve you of your obligations under the terms of our engagement to pay for services rendered or for costs or expenses paid or incurred on your behalf. In the unusual event that a court of competent jurisdiction refuses to permit us to withdraw upon termination, you would remain responsible for fees and costs. In the event we are compelled to intervene in a pending lawsuit or initiate any proceeding in order to recover any amount due under the terms of our engagement, the prevailing party is entitled to be reimbursed for any and all reasonable attorneys' fees, court costs, and expenses incurred in such proceeding.

**Entire Understanding of Terms of Our Representation.** This engagement letter constitutes our entire understanding and agreement with respect to the terms of our engagement and supersedes any prior understandings and agreements, written or oral, regarding representation on this matter. If any provision of our engagement letter is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. This engagement letter may only be amended in writing by the Firm and Client.

If the terms described above are satisfactory, please so indicate by signing this letter and returning one signed copy to me. We look forward to working with you and your colleagues on this matter, and we look forward to a mutually satisfactory relationship. Thank you again for your interest in engaging the Firm.

Sincerely,

Kaplan Kirsch LLP



By: \_\_\_\_\_  
Kirsten J. Crawford

ACCEPTED AND AGREED ON BEHALF OF  
ROUTT COUNTY

By: \_\_\_\_\_  
Tim Redmond, Chair  
Board of County Commissioners, Routt County

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

February 10, 2026

Kate Peacock, Regional Manager  
Colorado Department of Local Affairs  
1313 Sherman Street  
Denver, CO 80203  
[kate.peacock@state.co.us](mailto:kate.peacock@state.co.us)

RE: Letter of Support for Town of Hayden Regional Transportation Project

Dear Ms. Peacock:

Routt County is pleased to provide a letter of support for the Town of Hayden's Regional Transportation Project, which will create a critical connection from Hwy 40 to the regional growth area that includes the Northwest Colorado Business District, Yampa Valley Regional Airport, and other major developments in Hayden. This application reflects a strong partnership between the Town of Hayden, Routt County, and CWH Properties as the landowner through which the new roadway will pass and whose property will be annexed as part of this effort. All partners are working collaboratively to develop a plan to construct the roadway, and this EIAF investment will advance the project design from 30% to 100% and secure construction.

The Town of Hayden is actively building a strong future by investing in sustainable infrastructure. Its economic development initiatives are focused largely in this area; however, the existing County and Town roads do not currently provide the transportation capacity needed to support that growth. Much of the groundwork for this connection is already in place, as the sewer line constructed from this area to Town, which eliminated two lift stations, follows the same corridor proposed for the new roadway. This road represents the final piece of infrastructure needed to unlock meaningful development. The connection is identified in both the County Airport Master Plan and the Town Master Plan, and the corridor already ties into Highway 40, with only the middle section left to be constructed. The Hayden Business Park is also one of the first developments to meet all sustainability goals through its geothermal system and its coal transition project. In addition, Routt County plans to break ground on an 80 million dollar airport upgrade this spring, and this roadway will provide critical access for the traveling public during and after that investment.

Routt County fully supports the Town of Hayden's application for \$1,000,000 to advance this critical regional transportation project.

Sincerely,

Tim Redmond, Chair  
Routt County Board of County Commissioners