



New Hire Introductions

Agenda Item Staff Report, Board of County Commissioners

Requested by: Chanda Johnson, HR Director, Human Resources

Additional Presenters:

Meeting Date: November 18, 2025

Public Hearing Required? No

Background/Request Description: New hire introductions.

Requested Action: n/a

Alternatives: n/a

Fiscal Impacts: None.

Legal Impacts: None.

Environmental Impacts: None.

Human Resources Impacts: None.

Grant-Related? No.



Addressing mail theft and helping residents install USPS approved locking mailboxes

Agenda Item Staff Report, Board of County Commissioners

Requested by: Elizabeth Penrose, Citizen, Citizen

Additional Presenters:

Meeting Date: November 18, 2025

Public Hearing Required? No

Background/Request Description:

Outline Gilpin County Mail Theft

Frequency

1. Currently, mail is being stolen from hundreds of households at a rate of once a week

Crimes

1. Over 20 different types of crimes are being committed
2. Some current crimes are:
 - Identity fraud, felony larceny, money laundering, passport fraud, diversion of prescriptions, diversion of medical equipment

Impacts

1. Residents are dealing with the following severe and irreparable consequences:
 - \$20K in collateral damages
 - \$5K in collateral damages
 - Missing payments due to identity fraud or bank/ check fraud
 - Additional Dr. and/ or hospital visits due to missing medical devices
 - Withdrawal symptoms due to stolen medications
 - Missed payments or late fees due to stolen legal paperwork and bills

Safety Concerns

1. Keys, fobs or other information could allow a criminal unauthorized property access
2. Inability to pay bills or maintain livelihood
3. Citizens could attempt to physically stop or catch thieves
4. Thieves have been successful, and this emboldens them to continue to steal or increase their activity

Detail

Solutions residents have tried that don't work

1. Mail holds: The USPS delivers mail even with an active mail hold. This is also time consuming and impractical for long term.
2. Package delivery to house: The USPS delivers mail even with an active package delivery request
3. PO Boxes: Not affordable or available to all residents. This is also time consuming and impractical for long term.

Permanent solutions

1. Locking mail boxes

Why residents need the counties help

1. Help protect Gilpin country residents
2. Residents should not shoulder extra burden, time, money, and stress in addition to actively dealing with mail theft and collateral damages
3. Help save future police effort and time
4. Navigating county agencies, Rights of Way, USPS regulations is not simple or quick
5. USPS cannot fund cluster boxes for the whole county
6. The county has plenty of income and reserves to protect its citizens

Propose

The creation of Mail Theft Prevention Steering Committee

1. Create a county-wide plan for mail theft
2. Help residents purchase and install locking mailboxes
3. Help residents opt in and understand the plan

Requested Action:**Propose**

The creation of Mail Theft Prevention Steering Committee

1. Create a county-wide plan for mail theft
2. Help residents purchase and install locking mailboxes
3. Help residents opt in and understand the plan

Alternatives: Peoples mail, money, medications, identities, passports, bank statements, heirlooms will keep getting stolen or citizens will take matters into their own hands.

Fiscal Impacts: Yes. Residents items are being stolen, losing money for the purchase and re-purchase. Checks, credit cards, debit cards are being stolen and unlawfully used causing residents to lose tangible money and the ability to pay bills. Identities are being stolen and causing additional damages to residents banks, assets, credit reports and payments.

Legal Impacts: Yes.

Identity Theft

One residents' identity was used for a \$20K car payment

Felony fraud, Forgery, Bank Fraud and Money Laundering

Numerous residents have had checks (greater than \$2K) washed and/or cashed

Felony fraud, Forgery, and Credit Card Fraud

At least one resident has had debit and/or credit cards stolen and used

Passport Fraud

Several Passports have been stolen

Felony Theft, Medical Fraud, Unlawful Possession of Drugs, & Prescription Drug Diversion

Numerous residents have had schedule II drugs stolen, among others

Theft of Medical Devices, Medical Product Diversion

Residents have had medical equipment and devices stolen

Felony, Misdemeanor and Petty Larceny

Gifts, clothes, handmade items, heirlooms, and numerous other packages of varying values stolen

Mail Theft, Possession of Stolen Mail, Burglary, Obstruction of Correspondence, and Destruction/Tampering with Mail

Environmental Impacts: None.

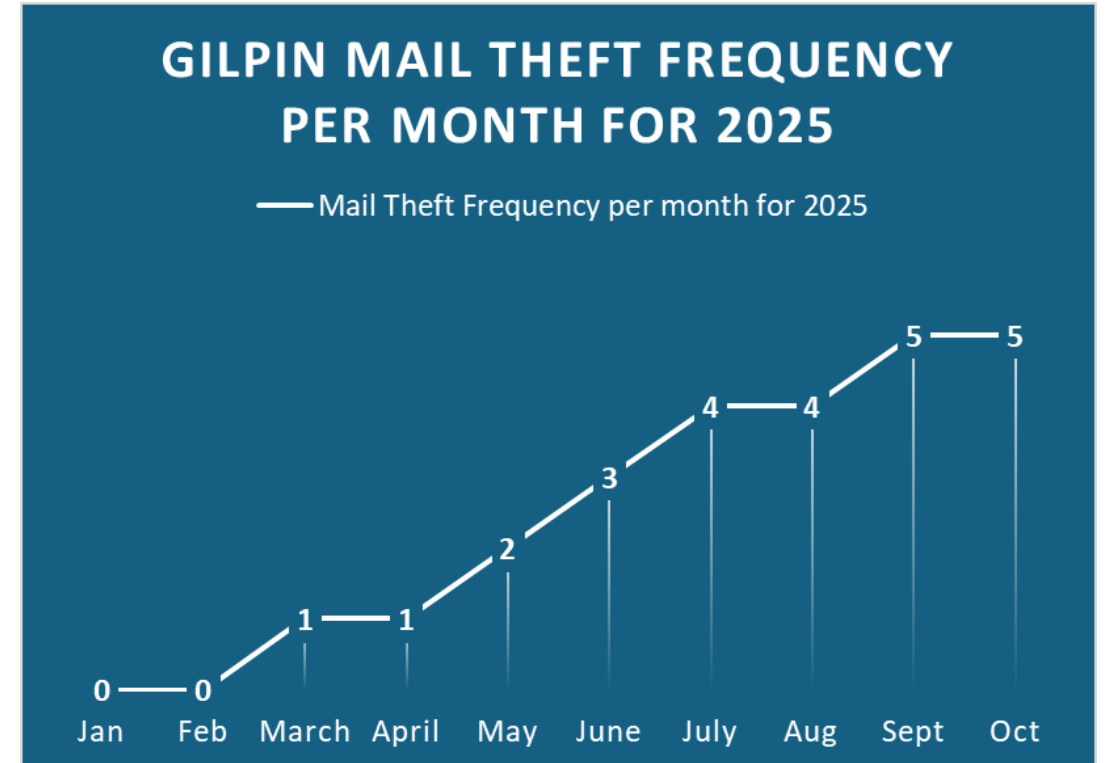
Human Resources Impacts: None.

Grant-Related? No.

Gilpin County Residents Motion for County Support to help Permanently Prevent Mail Theft

Gilpin County - Mail Theft Frequency

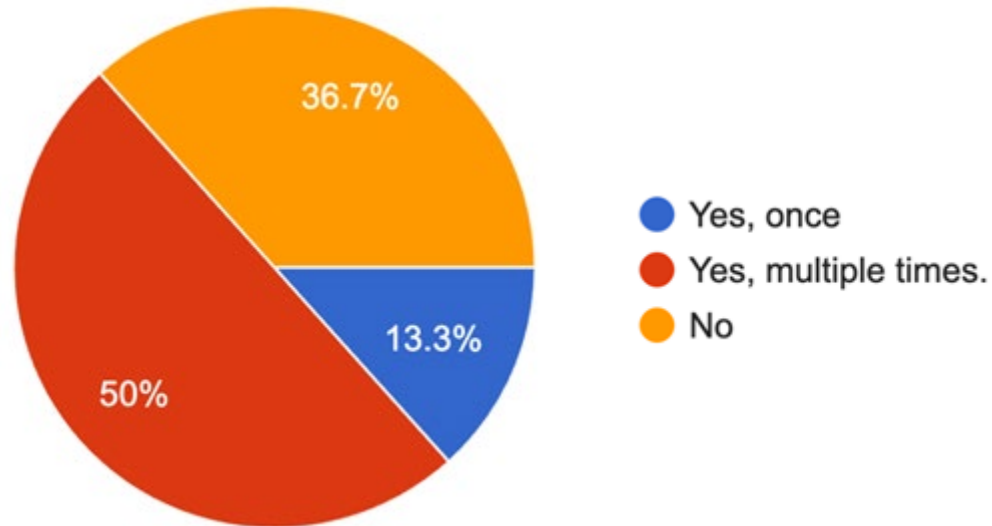
- Mail theft in Gilpin county has been a significant problem for years
- Recently, over the last 6 months, an extreme uptick in mail theft has occurred
- Mail is now being stolen in several places at least once a week
- A lot of mail theft is from group/ bank locations, like the one below, which provide easy access for a lot of mail boxes with no security measures



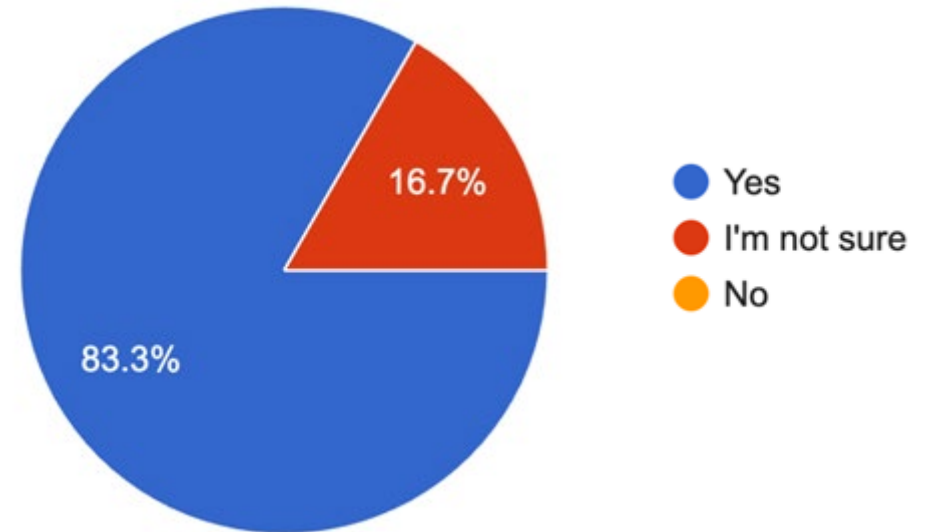
*Data from 5 random community members

Gilpin County - Mail Theft Probability

Have you been a victim of mail theft?



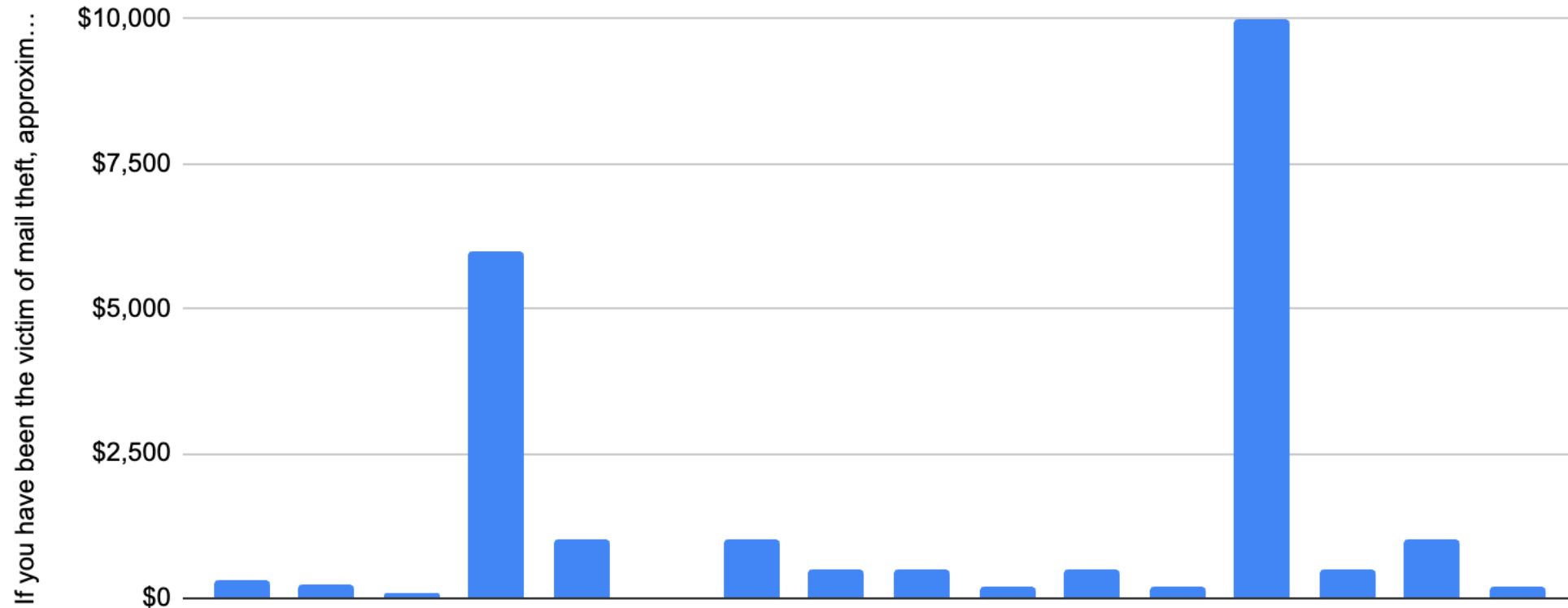
Have your neighbors been a victim of mail theft?



*Data from 30 survey responses

Gilpin County – Stolen Monetary Value

If you have been the victim of mail theft, approximately how much have you lost?
Estimate in dollars, including your time dealing with the loss and replacing the it...



*Data from 30 survey responses

Gilpin County – Residents are Victims of

Identity Theft

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Mail Theft, Possession of Stolen Mail, Burglary, Obstruction of Correspondence, and Destruction/Tampering with Mail

Gilpin County – Mail Theft Impacts

Affected Agencies

- USPS
- USPIS
- Gilpin PD
- Arvada PD
- Golden PD
- JeffCo PD
- Lakewood PD
- Co State Patrol
- Thornton PD
- Wells Fargo
- Ally

Victims are then burdened with

- Financial losses
- Missed payments
- Late fees
- Replacing items
- Filing reports
 - Estimate at more that 17+
- Investing in security measures
- Emotional Distress
- Hours spent filing reports and/ or investigating
 - Estimated at more than 185+

The repeated thefts have caused continuing emotional distress and forced behavior changes, such as daily post-office visits and avoiding online orders, among others.

Gilpin County - Resident Safety Concerns

Public Safety Risks

- Stolen keys, gate openers, or paperwork can help thieves access homes or commit larger crimes.
- Medications which are stolen and used by/ sold to someone could cause serious/ fatal interactions, reactions or be wrongly/over dosed.
- Stolen legal notices, court papers, eviction/foreclosure notices, tax documents, or healthcare communications could have serious and irreparable consequences.
- Inability to pay bills or ability to access funds due to stolen money, cards and/ or identities could have serious and irreparable consequences.
- Citizens may attempt to physically follow or stop thieves.
- The more access and success they have, the more thieves will continue or increase activity.

Solutions - That Don't Work

Gilpin County Residents have tried all of the following

- **Informed delivery:** Not all mail is included in informed delivery
- **Packages delivered to house:** Residents have requested this from USPS, but packages are continually being delivered to mailboxes. Not all homes are candidates for home delivery.
- **Mail hold:** Procedures not being followed by USPS & requires driving to post office.
- **“Package Protection” services:** Most retailers don't offer this. Some services are cumbersome and don't refund money even with a police report and USPS report.
- **Checking the mail every day:** Not practical for some residents.
- **Using Other Carriers:** Choice of shipper is often not an option. Other carriers are expensive.
- **PO Box:** Expensive and not available for all residents.

Solutions - That Do Work



Locking Mail Boxes

- **Deters opportunistic theft:** A visible lock deters casual thieves looking for easy targets.
- **Prevents mail fishing:** The design prevents thieves from reaching in with tools to steal mail.
- **Resists forced entry:** Sturdy construction makes it difficult for thieves to break the box open.
- **Protects sensitive information:** They keep important documents, credit card statements, and other sensitive information secure.

Solutions - USPS Constraints

USPS explicitly does not purchase or install mail receptacles

- *“Purchase, installation, and maintenance of mail receptacles are the responsibility of the customer or developer.” – (USPS Handbook PO-632,)*
- Local Postmaster is helpful and supportive, but is ultimately not responsible and does not have the staff or budget to address this county-wide issue
- For CBU installation specifically, households outside of HOAs, the task then falls to individual homeowners to
 - Navigate the USPS regulations
 - Navigate state and county permitting, Right of Way, etc.
 - Raise funds for concrete, cluster boxes / parcel boxes

This is impractical for many busy residents, and inefficient at resulting in a county-wide solution to a county-wide problem.

A County-Wide Solution

Gilpin County's mission statement was refined and simplified, "We provide responsive services to protect, maintain, and enhance our unique community, historic and cultural heritage, and our mountain environment."

Mail theft is a county-wide issue that requires a county-wide solution

- The impact to residents and county services (police) is vast and wide reaching.
- While the USPS, USPIS, and police agencies are working to address the issue, stopping all mail theft at the source is not practical in the near term.
- Thus, permanent prevention is the only option on the table.
- Individual solutions are costly, inefficient, and hard to get moving.
- Gilpin County already spends millions on resident safety and theft protection via the Sheriff's department. Addressing mail theft is within the purview and responsibility of the county.
- With attention, proactive measures, and a relatively small expenditure, the county can address a serious issue affecting nearly all residents.

Motion

Create a Mail Theft Prevention Steering Committee to

- Explore any and all solutions to permanently prevent mail theft in Gilpin County.
- Create a plan for a county-wide solution.
- Create a program for residents to opt-in to receive support, funds, and locking mailboxes.
 - Create a simple and streamlined, no strings attached, process for residents
- Prepare and approve a budget to support plan/ program.
- The Committee should be comprised of residents, mail theft victims, & relevant county officials.

Motion - What Does Success Look Like?

A comprehensive plan to address county-wide mail theft likely including

- A county-wide plan for the installation of locking mailboxes, both individual and CBUs
- Adoption of a budget to fund/ refund the purchasing and installation of locking mailboxes
- A streamlined process for residents to request a locking mailbox and/ or funds
- The committee should work with the USPS, Public Works, contractors, & others to purchase and install locking mailboxes within the next 12 months

Questions?

Backup

Return on Investment – A Rough Example

- Assume 50% of residents are the victim of mail theft annually.
- Assume average cost of \$100 is lost.
- Assume an additional \$100 is lost in time to address the issue.
- Assume 1 in 10 cases results in a police investigation, requiring 5+ hours of police work.

Approx 3000 affected residents x \$200 = **\$60,000 annual cost to residents**

5,963 of police work at a cost TBD

A one-time investment by the County, even if it exceeds 5 figures, would pay for itself in **approx 2 years.**

Background – National and State Mail Theft Rates

- Nationwide, over 58 million packages were stolen in 2024, costing somewhere between \$5 billion and \$16 billion.
- A Colorado report estimates that in 2024, reported financial fraud (which can include mail-based fraud) incurred \$216.5 million in losses across ~43,302 reported cases
- In 2025, rural residents had a ~9.9% chance of experiencing package theft in the past year

Background – USPS Unanimous Consent

Black Hawk USPS has been reticent to move forward with replacing any boxes without unanimous consent of residents.

Unanimous consent, or written consent of the resident, is only required if “mode of delivery” is being changed (from Door Delivery to Central Delivery for example).

As no “mode of delivery” is changing, we do not feel like unanimous consent is required to replace existing clusters with new ones.

Gang Mail Boxes.

Mail Boxes are the sole ownership and the responsibility of the property owner; it is with approval of the postmaster that a mail box location may be relocated this is not a public works decision. Gilpin County Public works does not have the manpower or expertise to form the concrete to build Gang box foundations. Any gang box foundation would have to be contracted out and there are more than 74 other locations that the residents could make the same request around the County.

Public Works is not in opposition to gang mail boxes as long as all other mailboxes within the area are removed to allow for better road maintenance, and there is no associated cost to the County.

Something for consideration is if the County pays for the cost of the Gang Mail Boxes is the county then responsible for their upkeep, including snow removal?

Respectfully.

John Combs.

Public Works Director.



Library Board Trustee Appointment

Agenda Item Staff Report, Board of County Commissioners

Requested by: Michael Carlson, Library Director, Gilpin County Library District

Additional Presenters:

Meeting Date: November 11, 2025

Public Hearing Required? No

Background/Request Description: The Library Board of Trustees is recommending that Ruth Arnold be reappointed to another five-year term on the Library Board.

Requested Action: Approve recommendation

Alternatives: Don't approve

Fiscal Impacts: None.

Legal Impacts: None.

Environmental Impacts: None.

Human Resources Impacts: None.

Grant-Related? No.

Dear BoCC members:

I have had the privilege to serve as a member of the Board of Trustees for the Gilpin Public Library for the past few years and have enjoyed the opportunity to guide the Library Director and staff in providing such a crucial service to Gilpin County residents. During my tenure, I have served as Secretary of the Board, am currently serving as Vice President, and have also been involved in interviewing prospective Board members with our Board President.

I would like to continue with this responsibility by being appointed for another term. Giving back to my county in this role has been rewarding for me personally and gives me a chance to utilize my administrative skills as I have transitioned into retirement from my previous career in community mental health (working in Boulder County). Thank you for your consideration.

Sincerely yours,

Ruth Arnold

rarnold44@hotmail.com

Ordinance No. 25-02

**BEFORE THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GILPIN
AN ORDINANCE DESIGNATING NON-TRUCK ROUTES**

WHEREAS, pursuant to C.R.S. §42-4-111(1)(g) the Board of County Commissioners of the County of Gilpin has the authority to designate truck routes within the county; and

WHEREAS, the Gilpin County Board of County Commissioners (hereinafter “Board”) has determined that the designation of a truck route is necessary and in the best interests of the health, safety, and welfare of the residents and visitors of Gilpin County; and

WHEREAS, C.R.S. § 30-15-401(1)(h) authorizes a Board of County Commissioners to adopt Ordinances which control and regulate the movement and parking of motor vehicles on public property; and

WHEREAS, C.R.S. § 42-4-106(1) provides that local authorities with respect to highways under their jurisdiction may by ordinance or resolution prohibit the operation of vehicles upon any such highway or impose restrictions as to the weight of vehicles to be operated upon any such highway, for a total period of not to exceed ninety days in any one calendar year, whenever any said highway by reason of deterioration, rain, snow, or other climatic conditions will be seriously damaged or destroyed unless the use of vehicles thereon is prohibited or the permissible weights thereof reduced; and

WHEREAS, C.R.S. § 42-4-106(3) provides that local authorities, with respect to highways under their jurisdiction, may also, by ordinance or resolution, prohibit the operation of trucks or commercial vehicles on designated highways or may impose limitations as to the weight thereof, which prohibitions and limitations shall be designated by appropriate signs placed on such highways; and

WHEREAS, the Board of County Commissioners finds that certain County roads may be substantially damaged by vehicles that exceed the gross vehicle weight limit set out herein; and

WHEREAS, C.R.S. § 42-4-106(8)(a) provides that any person who violates any provision of this section commits a class B traffic infraction; and

WHEREAS, Gilpin County recognizes the importance of notifying adjacent jurisdictions of the implementation of such traffic regulations to ensure effective coordination and minimize disruptions to regional transportation systems; and

WHEREAS, the Board of County Commissioners of Gilpin County finds and determines that the adopting of this Ordinance is necessary to protect the public health, safety, and welfare.

NOW THEREFORE BE IT ORDAINED, by the Board of County Commissioners of the County of Gilpin, State of Colorado, that the following Ordinance shall be enacted:

1. **PURPOSE AND INTENT.** The purpose of this Ordinance is to establish designated non-truck routes within Gilpin County in order to:
 - 1.1. Facilitate the efficient and safe movement of traffic through the county;
 - 1.2. Minimize the impact of large vehicle traffic (vehicles that are classified as Class 7 or above) on residential areas, sensitive environmental areas, and other inappropriate locations;
 - 1.3. Protect the county's infrastructure, including roads and bridges, from excessive wear and damage caused by heavy truck traffic; and
 - 1.4. Promote the overall safety and well-being of the residents of Gilpin County.
2. **DEFINITIONS.** For the purpose of this Ordinance, the following definitions shall apply:
 - 2.1. "Commercial vehicle" means a vehicle used to transport cargo or passengers for profit, hire, or otherwise to further the purpose of a business or commercial enterprise. Commercial vehicle does not include emergency first response vehicles, road construction or repair vehicles or equipment that are used to maintain, repair, or improve the non-truck route, or vehicles used for repair of utilities accessed by way of the non-truck route.
 - 2.2. "Declared gross vehicle weight" means the combined weight of the vehicle or combination vehicle and its cargo when operated on the public highways of this state. Such weight shall be declared by the vehicle owner at the time the vehicle is registered. Accurate records shall be kept of all miles operated by each vehicle over the public highways of this state by the owner of each vehicle.
 - 2.3. "Empty weight" means the weight of any motor vehicle or trailer or any combination thereof, including the operating body and accessories, as determined by weighing on a scale.
 - 2.4. "Large Vehicle" means a commercial vehicle with a vehicle class of 7 or above.
 - 2.5. "Non-Truck Route" means the designated routes established in Section 3 of this Ordinance, which trucks and/or Large Vehicles are prohibited from traveling on without the proper permit.
 - 2.6. "Official traffic control devices" means all signs, signals, markings, and devices placed or displayed by the authority of a public body or official having jurisdiction, for the purpose of regulating, warning, or guiding traffic.
 - 2.7. "Police officer" means every officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.
 - 2.8. "Semitrailer" means any wheeled vehicle, without motor power, designed to be used in conjunction with a laden or unladen truck tractor so that some part of its own

weight and that of its cargo load rests upon or is carried by such laden or unladen truck tractor and that is generally and commonly used to carry and transport property over the public highways.

2.9. “Sensitive Environmental Area” means any area identified in Gilpin County’s Comprehensive Master Plan or by the Colorado Department of Natural Resources as having significant ecological, wildlife, or natural resource value.

2.10. “Trailer” means any wheeled vehicle, without motive power, which is designed to be drawn by a motor vehicle and to carry its cargo load wholly upon its own structure and that is generally and commonly used to carry and transport property over the public highways.

2.11. “Truck” means any motor vehicle equipped with a body designed to carry property which is generally and commonly used to carry and transport property over public highways.

2.12. “Vehicle class” as categorized based on their gross vehicle weight is as follows:

Class 1:	less than 6,000 lbs.
Class 2:	6,001 – 10,000 lbs.
Class 3:	10,0001 – 14,000 lbs.
Class 4:	14,001 – 16,000 lbs.
Class 5:	16,001 – 19,500 lbs.
Class 6:	19,501 – 26,000 lbs.
Class 7:	26,001 – 33,000 lbs.
Class 8:	greater than 33,001 lbs.

3. DESIGNATION OF NON-TRUCK ROUTE. Pursuant to the authority granted under C.R.S. § 42-4-111(1)(g), the Gilpin County Board hereby designates the following as the Gilpin County Non-Truck Routes or routes that prohibit Large Vehicles to travel on or across without an Exception Permit pursuant to Section 5 of this Ordinance:

3.1. Beginning at the intersection of CO 119 and Gap Road proceeding the entirety of Gap Road until it exits Gilpin County and enters Jefferson County;

3.2. Beginning at the intersection of CO 119 and South Beaver Creek Road proceeding the entirety of South Beaver Creek Road until it intersects with CO 72; and

3.3. Beginning at 2960 Dory Hill Road proceeding the entirety of Dory Hill Road until it exits Gilpin County and enters the City of Black Hawk and its name changes to Richman Street.

4. REQUIREMENTS AND RESTRICTIONS. All large vehicle traffic classified as a Class 7 or above traveling through Gilpin County are prohibited from using the designated Non-Truck Routes, as set forth in Section 3 of this Ordinance, unless an Exception Permit is granted pursuant to Section 5, or in the following circumstances:

- 4.1. To avoid an emergency or hazardous condition that makes the Non-Truck Routes the only passable routes.
 - 4.2. When directed by law enforcement or emergency personnel.
5. EXCEPTIONS. The Gilpin County Public Works Department may grant an exception to the Non-Truck Routes designation via an Exception Permit. A large vehicle operator or owner must make a showing of good cause to be granted an Exception Permit. Exception Permits may be granted for reasons such as, but not limited to:
- 5.1. To pick up or deliver goods or materials at a specific location off the Non-Truck Routes;
 - 5.2. The Non-Truck Routes are the only passable route due to construction, maintenance, or other temporary conditions;
 - 5.3. The large vehicle is performing essential services (e.g., septic system pumping and repair, that require travel over the Non-Truck Routes; and
 - 5.4. The large vehicle is owned by a resident of a property that takes access from a Non-Truck Route, and the use of the Non-Truck Route is to access the resident's property.

Exception Permit Applications shall be submitted to the Gilpin County Public Works Department. All permit applications shall include the specific reason for the request, the proposed route, the proposed time of travel on Non-Truck Routes, and any supporting documentation. The Gilpin County Public Works Department shall respond to Exception Permit Applications within six (6) business days and may impose any necessary conditions or restrictions on the approved exception. Permit Applications will not be processed until deemed sufficient and all relevant documentation has been submitted by the applicant. Gilpin County Public Works Department will consider an Application accepted and ready for processing as of the start of the next business day after the applicant's submission. Blanket exceptions may be granted for recurring or long-term needs, subject to periodic review and renewal. If Exception Permit is granted to applicant, applicant must keep copy of issued permit in their vehicle while traveling on the Non-Truck Route.

6. ENFORCEMENT AND PENALTIES. The Gilpin County Sheriff's Office shall be responsible for enforcing the provisions of this Ordinance. Any large vehicle found to be in violation of this Ordinance shall be subject to the following fines:

\$500.00	First offense
\$1,000.00	Second offense
\$2,500.00	For each subsequent offense within a twelve (12) month period.

Repeated violations by the same truck operator or owner may result in the revocation of any exception granted pursuant to Section 5. All fines collected pursuant to this Ordinance

shall be deposited in the Gilpin County Public Works Department Fund to support the maintenance and improvement of the designated Non-Truck Routes.

7. SIGNAGE AND NOTIFICATION. The Gilpin County Public Works Department shall be responsible for installing and maintaining appropriate signage along the designated Non-Truck Routes and at key entry points to the County. The County shall develop and implement a communication plan to inform truck and large vehicle operators, local businesses, and residents about the designated Non-Truck Routes and the requirements of this Ordinance.
8. PERIODIC REVIEW AND ADAPTATION. The Gilpin County Board of County Commissioners intends to conduct a comprehensive review of this Ordinance and the designated Non-Truck Routes no later than every five (5) years from the effective date. The review will include the following:
 - 8.1. An analysis of traffic patterns and volumes along the Non-Truck Route;
 - 8.2. An assessment of the economic impact of the Truck Route on local businesses and industries;
 - 8.3. An evaluation of the environmental impacts;
 - 8.4. A review of enforcement data and compliance rates; and
 - 8.5. Consideration of any changes in land use, development patterns, or transportation infrastructure that may affect the Non-Truck Routes.

Based on the findings of the review, the Board of County Commissioners may propose amendments to this Ordinance or modifications to the designated Non-Truck Routes. Any proposed amendments or modifications shall go through the statutory Ordinance process.

9. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of County Commissioners hereby declares that it would have passed this Ordinance, and each section, subsection, clause, and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases had been declared invalid.
10. EFFECTIVE DATE. This Ordinance shall become effective sixty (60) days after its adoption by the Gilpin County Board of County Commissioner to allow for proper notification and implementation of signage and communication plans.

Introduced and first read this _____ day of _____, 2025, and ordered published in full in a newspaper of general circulation published in Gilpin County at least ten (10) days prior to final adoption upon second reading by a vote of _____ to _____.

Approved and adopted upon second reading by a vote of _____ to _____ this _____ day of _____, 2025.

ADOPTED this _____ day of _____, 2025 by a vote of ____to ____.

BOARD OF COUNTY COMMISSIONERS
OF GILPIN COUNTY

Sandy Hollingsworth, Chair

CERTIFICATION AND ATTESTATION OF THE COUNTY CLERK

Sharon McCormick AKA Sahari McCormick, Gilpin County Clerk and Recorder, hereby certifies and attests that the foregoing Ordinance was introduced and published in full ordered by the Board of County Commissioners of the County of Gilpin on first reading on the _____ day of _____, 2025 at a regularly scheduled meeting of the Board of the County Commissioners, and approved on second reading on the _____ day of _____, 2025, at a regularly scheduled meeting of the Board of County Commissioners, Gilpin County, Colorado and that said Ordinance was published in full in the Newspaper of Record at least ten (10) days prior to final adoption.

Sharon McCormick, AKA Sahari McCormick
Clerk and Recorder
Gilpin County

Public Notice

Public Notice

Pursuant to C.R.S. §30-15-405 please find below the publication of Gilpin County Ordinance 25-02 as it was introduced and first read on October 28, 2025:

Ordinance No. 25-02

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GILPIN AN ORDINANCE DESIGNATING NON-TRUCK ROUTES

WHEREAS, pursuant to C.R.S. §42-4-111(1) (g) the Board of County Commissioners of the County of Gilpin has the authority to designate truck routes within the county; and

WHEREAS, the Gilpin County Board of County Commissioners (hereinafter “Board”) has determined that the designation of a truck route is necessary and in the best interests of the health, safety, and welfare of the residents and visitors of Gilpin County; and

WHEREAS, C.R.S. § 30-15-401(1)(h) authorizes a Board of County Commissioners to adopt Ordinances which control and regulate the movement and parking of motor vehicles on public property; and

WHEREAS, C.R.S. § 42-4-106(1) provides that local authorities with respect to highways under their jurisdiction may by ordinance or resolution prohibit the operation of vehicles upon any such highway or impose restrictions as to the weight of vehicles to be operated upon any such highway, for a total period of not to exceed ninety days in any one calendar year, whenever any said highway by reason of deterioration, rain, snow, or other climatic conditions will be seriously damaged or destroyed unless the use of vehicles thereon is prohibited or the permissible weights thereof reduced; and

WHEREAS, C.R.S. § 42-4-106(3) provides that local authorities, with respect to highways under their jurisdiction, may also, by ordinance or resolution, prohibit the operation of trucks or commercial vehicles on designated highways or may impose limitations as to the weight thereof, which prohibitions and limitations shall be designated by appropriate signs placed on such highways; and

WHEREAS, the Board of County Commissioners finds that certain County roads may be substantially damaged by vehicles that exceed the gross vehicle weight limit set out herein; and

WHEREAS, C.R.S. § 42-4-106(8)(a) provides that any person who violates any provision of this section commits a class B traffic infraction; and

WHEREAS, Gilpin County recognizes the importance of notifying adjacent jurisdictions of the implementation of such traffic regulations to ensure effective coordination and minimize disruptions to regional transportation systems; and

WHEREAS, the Board of County Commissioners of Gilpin County finds and determines that the adopting of this Ordinance is necessary to protect the public health, safety, and welfare.

NOW THEREFORE BE IT ORDAINED, by the Board of County Commissioners of the County of Gilpin, State of Colorado, that the following Ordinance shall be enacted:

1. PURPOSE AND INTENT. The purpose of this Ordinance is to establish designated non-truck routes within Gilpin County in order to:

1.1. Facilitate the efficient and safe movement of traffic through the county;

1.2. Minimize the impact of large vehicle traffic (vehicles that are classified as Class 7 or above) on residential areas, sensitive environmental areas, and other inappropriate locations;

1.3. Protect the county's infrastructure, including roads and bridges, from excessive wear and damage caused by heavy truck traffic; and

1.4. Promote the overall safety and well-being of the residents of Gilpin County.

2. DEFINITIONS. For the purpose of this Ordinance, the following definitions shall apply:

2.1. “Commercial vehicle” means a vehicle used to transport cargo or passengers for profit, hire, or otherwise to further the purpose of a business or commercial enterprise. Commercial vehicle does not include emergency first response vehicles, road construction or repair vehicles or equipment that are used to maintain, repair, or improve the non-truck route, or vehicles used for repair of utilities accessed by way of the non-truck route.

2.2. “Declared gross vehicle weight” means the combined weight of the vehicle or combination vehicle and its cargo when operated on the public highways of this state. Such weight shall be declared by the vehicle owner at the time the vehicle is registered. Accurate records shall be kept of all miles operated by each vehicle over the public highways of this state by the owner of each vehicle.

2.3. “Empty weight” means the weight of any motor vehicle or trailer or any combination thereof, including the operating body and accessories, as determined by weighing on a scale.

2.4. “Large Vehicle” means a commercial vehicle with a vehicle class of 7 or above.

2.5. “Non-Truck Route” means the designated routes established in Section 3 of this Ordinance, which trucks and/or Large Vehicles are prohibited from traveling on without the proper permit.

2.6. “Official traffic control devices” means all signs, signals, markings, and devices placed or displayed by the authority of a public body or official having jurisdiction, for the purpose of regulating, warning, or guiding traffic.

2.7. “Police officer” means every officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

2.8. “Semitrailer” means any wheeled vehicle, without motor power, designed to be used in conjunction with a laden or unladen truck tractor so that some part of its own weight and that of its cargo load rests upon or is carried by such laden or unladen truck tractor and that is generally and commonly used to carry and transport property over the public highways.

2.9. “Sensitive Environmental Area” means any area identified in Gilpin County's Comprehensive Master Plan or by the Colorado Department of Natural Resources as having significant ecological, wildlife, or natural resource value.

2.10. “Trailer” means any wheeled vehicle, without motive power, which is designed to be drawn by a motor vehicle and to carry its cargo load wholly upon its own structure and that is generally and commonly used to carry and transport property over the public highways.

2.11. “Truck” means any motor vehicle equipped with a body designed to carry property which is generally and commonly used to carry and transport property over public highways.

2.12. “Vehicle class” as categorized based on their gross vehicle weight is as follows:

Class 1: less than 6,000 lbs.

Class 2: 6,001 – 10,000 lbs.

Class 3: 10,0001 – 14,000 lbs.

Class 4: 14,001 – 16,000 lbs.

Class 5: 16,001 – 19,500 lbs.

Class 6: 19,501 – 26,000 lbs.

Class 7: 26,001 – 33,000 lbs.

Class 8: greater than 33,001 lbs.

3. DESIGNATION OF NON-TRUCK ROUTE. Pursuant to the authority granted under C.R.S. § 42-4-111(1) (g), the Gilpin County Board hereby designates the following as the Gilpin County Non-Truck Routes or routes that prohibit Large Vehicles to travel on or across without an Exception Permit pursuant to Section 5 of this Ordinance:

3.1. Beginning at the intersection of CO 119 and Gap Road proceeding the entirety of Gap Road until it exits Gilpin County and enters Jefferson County;

3.2. Beginning at the intersection of CO 119 and South Beaver Creek Road proceeding the entirety of South Beaver Creek Road until it intersects with CO 72; and

3.3. Beginning at 2960 Dory Hill Road proceeding the entirety of Dory Hill Road until it exits Gilpin County and enters the City of Black Hawk and its name changes to Richman Street.

4. REQUIREMENTS AND RESTRICTIONS. All large vehicle traffic classified as a Class 7 or above traveling through Gilpin County are prohibited from using the designated Non-Truck Routes, as set forth in Section 3 of this Ordinance, unless an Exception Permit is granted pursuant to Section 5, or in the following circumstances:

4.1. To avoid an emergency or hazardous condition that makes the Non-Truck Routes the only passable routes.

4.2. When directed by law enforcement or emergency personnel.

5. EXCEPTIONS. The Gilpin County Public Works Department may grant an exception to the Non-Truck Routes designation via an Exception Permit. A large vehicle operator or owner must make a showing of good cause to be granted an Exception Permit. Exception Permits may be granted for reasons such as, but not limited to:

5.1. To pick up or deliver goods or materials at a specific location off the Non-Truck Routes;

5.2. The Non-Truck Routes are the only passable route due to construction, maintenance, or other temporary conditions;

5.3. The large vehicle is performing essential services (e.g., septic system pumping and repair, that require travel over the Non-Truck Routes; and

5.4. The large vehicle is owned by a resident of a property that takes access from a Non-Truck Route, and the use of the Non-Truck Route is to access the resident's property.

Exception Permit Applications shall be submitted to the Gilpin County Public Works Department. All permit applications shall include the specific reason for the request, the proposed route, the proposed time of travel on Non-Truck Routes, and any supporting documentation. The Gilpin County Public Works Department shall respond to Exception Permit Applications within six (6) business days and may impose any necessary conditions or restrictions on the approved exception. Permit Applications will not be processed until deemed sufficient and all relevant documentation has been submitted by the applicant. Gilpin County Public Works Department will consider an Application accepted and ready for processing as of the start of the next business day after the applicant's submission. Blanket exceptions may be granted for recurring or long-term needs, subject to periodic review and renewal. If Exception Permit is granted to applicant, applicant must keep

a copy of issued permit in their vehicle while traveling on the Non-Truck Route.

6. ENFORCEMENT AND PENALTIES. The Gilpin County Sheriff's Office shall be responsible for enforcing the provisions of this Ordinance. Any large vehicle found to be in violation of this Ordinance shall be subject to the following fines: \$500.00 First offense

\$1,000.00 Second offense

\$2,500.00 For each subsequent offense within a twelve (12) month period.

Repeated violations by the same truck operator or owner may result in the revocation of any exception granted pursuant to Section 5. All fines collected pursuant to this Ordinance shall be deposited in the Gilpin County Public Works Department Fund to support the maintenance and improvement of the designated Non-Truck Routes.

7. SIGNAGE AND NOTIFICATION. The Gilpin County Public Works Department shall be responsible for installing and maintaining appropriate signage along the designated Non-Truck Routes, and at key entry points to the County. The County shall develop and implement a communication plan to inform truck and large vehicle operators, local businesses, and residents about the designated Non-Truck Routes and the requirements of this Ordinance.

8. PERIODIC REVIEW AND ADAPTATION. The Gilpin County Board of County Commissioners intends to conduct a comprehensive review of this Ordinance and the designated Non-Truck Routes no later than every five (5) years from the effective date. The review will include the following:

8.1. An analysis of traffic patterns and volumes along the Non-Truck Route;

8.2. An assessment of the economic impact of the Truck Route on local businesses and industries;

8.3. An evaluation of the environmental impacts;

8.4. A review of enforcement data and compliance rates; and

8.5. Consideration of any changes in land use, development patterns, or transportation infrastructure that may affect the Non-Truck Routes.

Based on the findings of the review, the Board of County Commissioners may propose amendments to this Ordinance or modifications to the designated Non-Truck Routes. Any proposed amendments or modifications shall go through the statutory Ordinance process.

9. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of County Commissioners hereby declares that it would have passed this Ordinance, and each section, subsection, clause, and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases had been declared invalid.

10. EFFECTIVE DATE. This Ordinance shall become effective sixty (60) days after its adoption by the Gilpin County Board of County Commissioner to allow for proper notification and implementation of signage and communication plans.

Pursuant to C.R.S. §30-35-403 the above matter is scheduled for a Public Hearing on November 18, 2025, at a regularly scheduled meeting of the Gilpin County Board of County Commissioners located at the Old Historic Courthouse at 203 Eureka Street,



Resolution 25-129 Approving a Text Amendment to Section 1.11 - Reapplications of the Gilpin County Zoning Regulations

Agenda Item Staff Report, Board of County Commissioners

Requested by: Jamie Boyle, Director of Community Development, Community Development

Additional Presenters:

Meeting Date: November 18, 2025

Public Hearing Required? Yes

Background/Request Description: Staff is requesting that the Board approve an amendment to the text of Section 1.11 - Reapplications of the Gilpin County Zoning Regulations in order to reduce ambiguity, recognize appropriate authorities, and introduce flexibility. See attached Staff Report.

Requested Action: Approve the Resolution

Alternatives: Do not approve the text amendment

Fiscal Impacts: None.

Legal Impacts: None.

Environmental Impacts: None.

Human Resources Impacts: None.

Grant-Related? No.

**Before the Board of County Commissioners
County of Gilpin, State of Colorado**

**A RESOLUTION APPROVING A TEXT AMENDMENT TO SECTION 1.11 – REAPPLICATIONS OF
THE GILPIN COUNTY ZONING REGULATIONS**

WHEREAS, pursuant to C.R.S. § 30-28-116(1), the Board of County Commissioners (“BoCC”) has the authority to amend, supplement, or change the County’s zoning regulations after public notice and hearing; and

WHEREAS, Section 1.11 of the Gilpin County Zoning Regulations currently provides that “Re-filing any development or variance application is prohibited for 12 months from the date of the BOCC denial,” language which has proven to be ambiguous and incomplete; and

WHEREAS, the current text fails to accurately reflect the range of decision-making authority under Colorado law, as some application types are decided by the Board of Adjustment (BOA) rather than the Board of County Commissioners (BoCC); and

WHEREAS, Community Development staff prepared a proposed text amendment to Section 1.11 to (1) clarify the roles of the deciding bodies and (2) allow either body to shorten the 12-month reapplication period when warranted by new information, substantial changes, or fairness considerations; and

WHEREAS, staff introduced the proposed amendment for initial Planning Commission discussion on September 9, 2025, and following proper notice published in *The Mountain Ear* on September 25, 2025, and posting on the County website, conducted a duly noticed public hearing before the Planning Commission on October 14, 2025, at 7:00 p.m. or later; and

WHEREAS, following review and discussion, the Planning Commission voted 6–1 to recommend that the Board of County Commissioners approve the proposed amendment as presented by staff; and

WHEREAS, in accordance with C.R.S. § 30-28-116(1), notice of the BoCC’s public hearing was duly published in *The Mountain Ear* on October 23, 2025, and posted on the Gilpin County website, providing at least 14 days’ notice prior to the hearing; and

WHEREAS, the BoCC conducted a duly noticed public hearing on November 18, 2025, at 9:30 a.m. or later, at which time all interested persons were given the opportunity to appear and provide testimony; and

WHEREAS, the Board finds that the proposed amendment clarifies decision-making authority, promotes fairness and flexibility in the development review process, and aligns the County’s Zoning Regulations with Colorado statutory requirements.

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

RECORDING STICKER

RECORDING STICKER

1. The Board hereby approves the amendment to **Section 1.11 – Reapplications** of the Gilpin County Zoning Regulations, striking the existing in its entirety and replacing it with the following:

a. 1.11 REAPPLICATIONS

Re-filing any development or variance applications is prohibited for 12 months from the date of the BoCC or BoA denial, unless the BoCC or BoA determines that a shorter time prohibition is warranted to accommodate changes to the property, new information, or to ensure fairness in the development process.

2. The revised Section 1.11 shall supersede any and all prior versions and shall take effect immediately upon adoption of this Resolution.
3. The Community Development Director is hereby directed to incorporate the approved amendment into the published and maintained version of the Gilpin County Zoning Regulations.

ADOPTED this _____ day of _____, 2025, by a vote of ____ to ____.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, COLORADO**

Kimberly Kaufman, Deputy County Clerk

Sandy Hollingsworth, Chair

ACKNOWLEDGEMENT

STATE OF COLORADO)

)ss.

COUNTY OF GILPIN)

Sandy Hollingsworth, Chair, and Kimberly Kaufman, Deputy County Clerk, County of Gilpin, acknowledged the foregoing Resolution before me this _____ day of _____, 2025.

Witness my hand and official seal

Notary Public

RECORDING STICKER

RECORDING STICKER

Staff Report

Department of Community Development

203 Eureka St. Central City, CO 80427



To: Gilpin County Board of County Commissioners

From: Jamie Boyle, Community Development Director

Meeting Date: November 18, 2025; Public Hearing 9:30am or later

Subject: Proposed Text Amendment to Zoning Regulations, Section 1.11 – Reapplications

I. PURPOSE AND REQUEST

Community Development staff requests that the Board of County Commissioners (BoCC) review and take formal action on a proposed text amendment to Section 1.11 – Reapplications of the Gilpin County Zoning Regulations.

The proposed amendment both clarifies which body's decisions are subject to the 12-month reapplication prohibition and grants the appropriate deciding body discretion to allow reapplication within less than 12 months when warranted.

II. CURRENT LANGUAGE

The current Section 1.11 reads as follows:

1.11 REAPPLICATION

Re-filing any development or variance application is prohibited for 12 months from the date of the BOCC denial.

III. ISSUES WITH EXISTING LANGUAGE

The current language is both ambiguous and inaccurate for several reasons:

- It references only the Board of County Commissioners (BOCC) as the deciding body, despite the fact that not all applications are decided by the BOCC.
- Development applications are typically decided by the BOCC, while variance applications are decided by the Board of Adjustment (BOA).
- Because the section does not mention the BOA, it is unclear whether the 12-month reapplication prohibition applies to variance applications at all.
- The language provides no flexibility for the deciding body to consider a reapplication sooner if substantial changes, new information, or other circumstances warrant it.

IV. PROPOSED LANGUAGE

As proposed, the amended section would read, in its entirety, as follows:

1.11 REAPPLICATION

Re-filing any development or variance applications is prohibited for 12 months from the date of the BoCC or BoA denial, unless the BoCC or BoA determines that a shorter time prohibition is



warranted to accommodate changes to the property, new information, or to ensure fairness in the development process.

This version resolves the prior ambiguity, aligns with Colorado statutory authority for each deciding body, and maintains consistent procedural fairness across application types.

V. GOAL OF THE PROPOSED AMENDMENT

The intent of the proposed amendment is twofold:

1. Introduce flexibility – by allowing the deciding body to shorten the 12-month reapplication prohibition period in certain cases (such as when new information arises, substantial changes are made to a proposal, or fairness considerations apply), the County can ensure a more equitable and responsive development review process.
2. Clarify decision-making authority – by explicitly referencing both the BoCC and BoA, the regulation will clearly apply to all application types and align with actual decision-making responsibilities under Colorado law.

VI. PLANNING COMMISSION REVIEW AND RECOMMENDATION

In accordance with C.R.S. § 30-28-116(1) and Section 1.8(A) of the Gilpin County Zoning Regulations, any proposed amendment to the zoning regulations must first be reviewed by the Planning Commission, which shall provide a recommendation to the Board of County Commissioners prior to final Board action.

Staff first introduced this topic for informal discussion with the Planning Commission on September 9, 2025. At that time, the Commission expressed general support for the concept and flexibility goal.

Following proper public notice, the proposed amendment was brought forward for formal consideration at the Planning Commission's October 14, 2025 meeting.

- Notice: Published in *The Mountain Ear* on September 25, 2025, and posted on the official Gilpin County website.
- Public Hearing: Held on October 14, 2025, at 7:00 p.m. or later during the Commission's regularly scheduled meeting.

After conducting the public hearing and considering all comments, the Planning Commission voted 6–1 to recommend approval of the proposed amendment as presented by staff.

VII. PUBLIC NOTICE

Pursuant to C.R.S. § 30-28-116(1), notice of the public hearing before the BoCC was published at least 14 days prior to the scheduled hearing.

- Publication: *The Mountain Ear* (County's newspaper of record) – October 23, 2025.
- Hearing: Scheduled for November 18, 2025, at 9:30 a.m. or later before the Board of County Commissioners.
- Posting: Also posted on the official Gilpin County website.



VIII. STAFF RECOMMENDATION

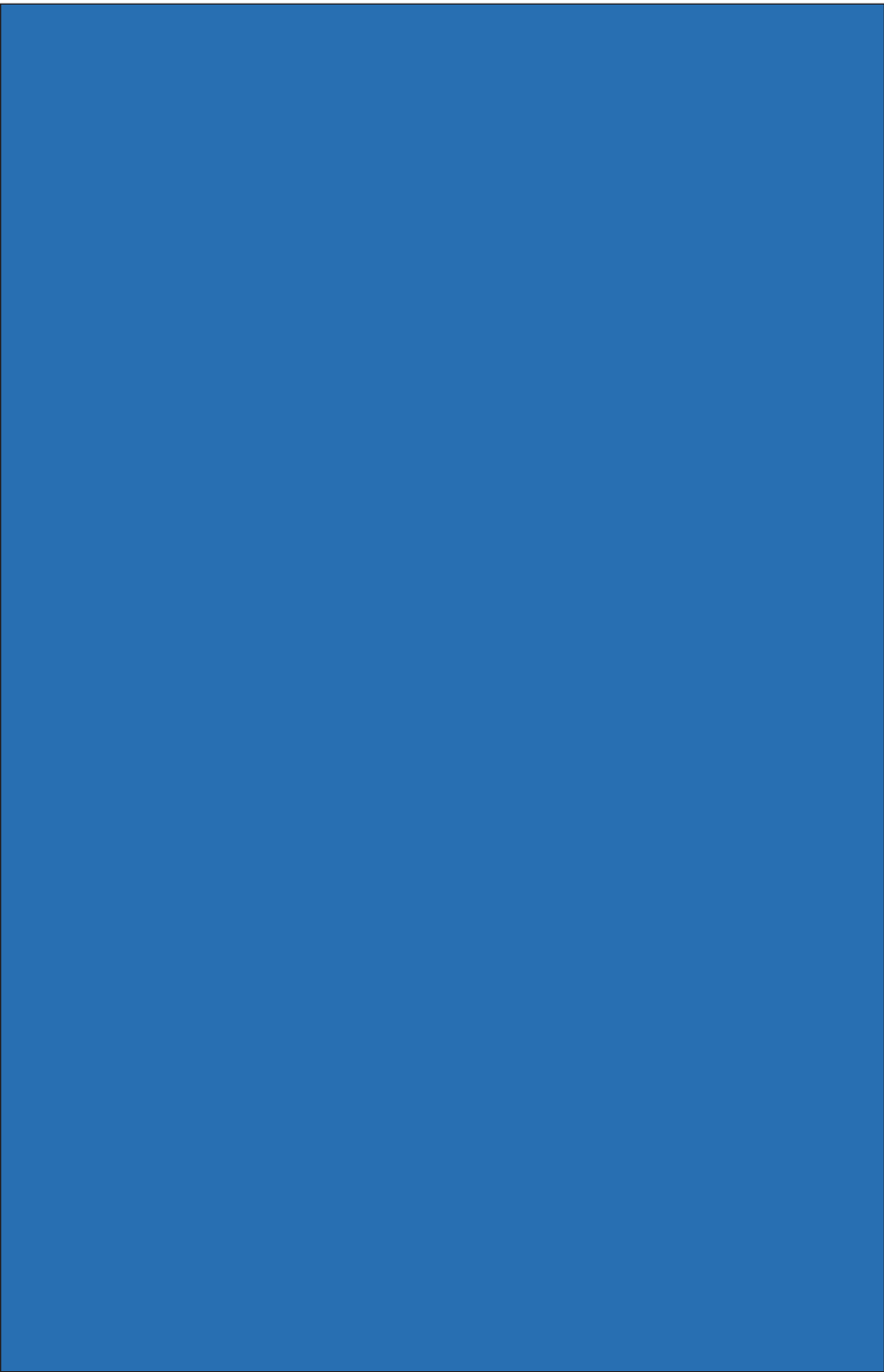
Staff recommends that the Board of County Commissioners approve the proposed amendment to Section 1.11 – *Reapplications* of the Gilpin County Zoning Regulations as presented.

IX. POSSIBLE ACTIONS

The Board of County Commissioners may:

1. **Recommend approval** of the proposed amendment as presented above;
2. **Recommend approval with modifications** to the proposed language; or
3. **Recommend denial** of the proposed amendment.





Public Notice

NOTICE OF PUBLIC HEARING

Notice is hereby given for a Public Hearing before the Gilpin County Board of County Commissioners to receive public input regarding a proposed amendment to Section 1.11 of the Gilpin County Zoning Regulations regarding the reapplication period for development or variance applications following a denial by the Board of County Commissioners or Board of Adjustment, respectively. The proposed amendment would authorize said Boards to reduce the standard reapplication waiting period under certain conditions.

The public hearing will be held during the Board of County Commissioners meeting on November 18 th , 2025 at 9:30am or later in the Commissioner’s Meeting Room at the Historic Gilpin County Court House 203 Eureka St. Central City, Colorado.

The meeting will be held in person and broadcast live via Zoom. Members of the public

will be able to participate virtually. A link to the live broadcast can be found on the Gilpin County website under the Board of County Commissioners page.

All interested persons wishing to be heard are invited to said public meeting. Written comments or questions can be emailed to jboyle gilpincounty.org.

Any and all documents pertaining to this matter may be viewed between the hours of 7:30 a.m. and 5:30 p.m., Monday through Thursday at the Historic Gilpin County Court House; Department of Community Development.

The meeting may be continued from time to time as may be found necessary.

Those individuals requiring special accommodation to participate please contact Jamie Boyle at (303)582-5831.



GOVERNMENT MEETINGS
To view a full listing visit:

<https://www.themtnear.com/stories/government-meetings,13167>

**BLE-25-4****Agenda Item Staff Report, Board of County Commissioners**

Requested by: Jack, Zeman, Community Development

Additional Presenters: Jamie Boyle

Meeting Date: November 18, 2025

Public Hearing Required? No

Background/Request Description: The Applicants of the subject properties, Curtis and Karen Kimbel, are petitioning the Gilpin County Board of County Commissioners to eliminate the boundary line between their properties (Lot 1, Lot 2, Lot 3, and Lot 4) to form a singular parcel to be known as Lot 1A. All lots are currently vacant.

Requested Action: Staff are recommending approval of BLE-25-4. Approval would merge the existing lots 1,2,3, and 4 into a new parcel known as 1A. The resulting parcel, 1A, would be able to accommodate all required setbacks and OWTS regulations.

Alternatives:

Fiscal Impacts: None.

Legal Impacts: None.

Environmental Impacts: None.

Human Resources Impacts: None.

Grant-Related? No.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, STATE OF COLORADO

RESOLUTION APPROVING A BOUNDARY LINE ELIMINATION COMBINING PARCELS KNOWN AS
LOTS 1, 2, 3, AND 4, BLOCK 3, K&K RANCH, COUNTY OF GILPIN, STATE OF COLORADO
LOCATED IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE SEVENTY-TWO (72) WEST

WHEREAS, Curtis and Karen Kimbel ("Applicants"), owners of parcels known as Lots 1, 2, 3, and 4, Block 3, K&K Ranch, specifically described in Exhibit A attached hereto, have petitioned the Board of County Commissioners to have said parcels consolidated into one lot via a Boundary Line Elimination (BLE), which shall henceforth be known as Lot 1A, Block 3, K&K Ranch, County of Gilpin, State of Colorado, located in Section 35, Township 1 South, Range 72 West; and

WHEREAS, pursuant to C.R.S. §30-28-139(4) all owners of the above-described parcels have requested in writing by signing the Authorizing to Apply for BLE-25-4 that the subject parcels be merged, attached hereto as Exhibit B; and

WHEREAS, the survey plat entitled "Map of the Subdivision of a Portion of the K & K Ranch," created in 1923, as amended, and attached hereto as Exhibit C, accurately depicts the parcels subject to this Boundary Line Elimination and the resulting Lot 1A, and shall serve as the official depiction of the approved lot configuration for recording purposes;

WHEREAS, pursuant to C.R.S. §30-28-139(3)(b) this Resolution shall serve as the Notice of Merger; and

WHEREAS, said request is in accordance with Gilpin County Zoning Regulations; and

WHEREAS, by approving this BLE, the Board of County Commissioners of the County of Gilpin neither represent nor imply that the resulting parcel will be suitable for development under Gilpin County Zoning Regulations or Gilpin County Onsite Wastewater Treatment System ("OWTS") Regulations or guarantee access for emergency services.

NOW THEREFORE, be it resolved by the Board of County Commissioners of the County of Gilpin that Resolution BLE-25-4 is hereby _____.

ADOPTED this _____ day of _____, 2025, by a vote of _____ to _____.

ATTEST: BOARD OF COUNTY COMMISSIONERS

Kimberly Kaufman, Deputy Clerk

Sandy Hollingsworth, Chair

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss
COUNTY OF GILPIN)

Sandy Hollingsworth, Chair, and Kimberly Kaufman, Deputy County Clerk, County of Gilpin, acknowledged the foregoing Resolution before me this _____ day of _____, 2025.

Witness my hand and official seal.

Notary Public

Guide to Exhibits:

Exhibit A: Current Warranty Deed(s) with legal descriptions.

Exhibit B: BLE-25-4 Authorization to Apply

Exhibit C: BLE Survey of the properties



PREPARED BY:

Curtis Kimbel
800 Hwy 72
Golden, Colorado
80403

RETURN TO:

Curtis Kimbel
800 Hwy 72
Golden, Colorado
80403

ASSESSOR'S PARCEL NUMBER:

158135101114, 158135100113, 158135100026, 158135100112

Blank Space Above Line Reserved For Recorder's Use

COLORADO QUITCLAIM DEED

COVER PAGE

DATE: June 26 2025

PROPERTY ADDRESS: 810 Hwy 72, Golden, Colorado, 80403

GRANTORS: Karen Speers and Curtis Kimbel



COLORADO QUITCLAIM DEED

(Pursuant to Colo. Rev. Stat. § 38-30-113(d))

State of Colorado

County of Gilpin

THIS QUITCLAIM DEED, dated June 26 2025, is made by and between the Grantors, identified as follows:

Name: **Karen Speers**

Address: 800 Hwy 72, Golden, Colorado, 80403

Marital Status: Married

Name: **Curtis Kimbel**

Address: 800 Hwy 72, Golden, Colorado, 80403

Marital Status: Married

AND the Grantees, identified as follows:

Name: **Karen Kimbel**

Address: 800 Hwy 72, Golden, Colorado, 80403

Marital Status: Married

Name: **Curtis Kimbel**

Address: 800 Hwy 72, Golden, Colorado, 80403

Marital Status: Married

Legal description of the property:

Lots 1, 2, 3 and 4

Block 3

K&K Ranch

County of Gilpin

State of Colorado

Known and numbered as: 810 Hwy 72, Golden, Colorado, 80403.

WITNESSETH, that we, the Grantors, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to us by the Grantees, the receipt and



sufficiency of which we acknowledge, hereby sell and quitclaim to the Grantees, as joint tenants, all of Grantors' right, title, and interest in the real property described above.

TOGETHER with all and singular the rights and appurtenances thereto in any wise belonging.

TO HAVE AND TO HOLD the described property unto the Grantees, and the heirs, successors, and assigns of Grantees, so that neither Grantors nor Grantors' heirs, administrators, executors, successors, or assigns will have, claim, or demand any right or title to said property or any part thereof.

IN WITNESS WHEREOF, we have duly executed this Deed on the day and year first above written.

Signature: Karen Kimbel formerly known as Karen Speers 6-26-25
Print Name: Karen Speers

Signature: Curtis Kimbel 6/26/2025
Print Name: Curtis Kimbel



NOTARY ACKNOWLEDGMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Colorado)
) ss.
County of Gilpin)

On this 26th day of June, 2025, before me,
Karen Kimbell fka: Karen Speers and Curtis Kimbel, personally appeared,
Karen Kimbell fka: Karen Speers and Curtis Kimbel, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within Quitclaim Deed instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

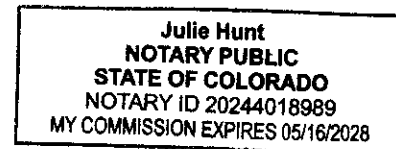
I certify under PENALTY OF PERJURY under the laws of the State of
Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Julie Hunt (SEAL)
Notary Signature

Julie Hunt
Notary Printed Name

My Commission Expires: 5-16-2028



AUTHORIZATION TO APPLY

Gilpin County

Department of Community Development



Application Number:	BLE-25-4
Primary Applicant:	Curtis Kimbel
Parcel 1 AAN	R005177
Parcel 2 AAN	R011951
Parcel 3 AAN	R011952
Parcel 4 AAN	R011953
Parcel 5 AAN	
Parcel 6 AAN	
Parcel 7 AAN	
Parcel 8 AAN	

The primary applicant is seeking a Boundary Elimination of the above named parcels by Assessor Account Number. Approval of this application will result in the elimination of one or more of these parcels. Once approved and recorded, this process can not be reversed. Previously eliminated parcels can not be re-subdivided. This authorization form will need to be completed by each individual owner that is currently listed on the deeds subject to this Boundary Line Elimination.

By printing and signing my name below, I attest that I am the legal owner of at least one of the subject parcels to this Boundary Line Elimination. I authorize the primary applicant listed on this Boundary Line Elimination application to seek a Boundary Line Elimination with the Gilpin County Board of County Commissioners.

This form must be notarized.

KAREN A KIMBEL
Printed Name

Karen A Kimbel
Signed Name

State of Colorado

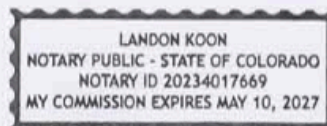
County of Boulder <N>

Signed before me on July 25th, 2025 (date) by Karen Kimbel (name(s) of individual(s))

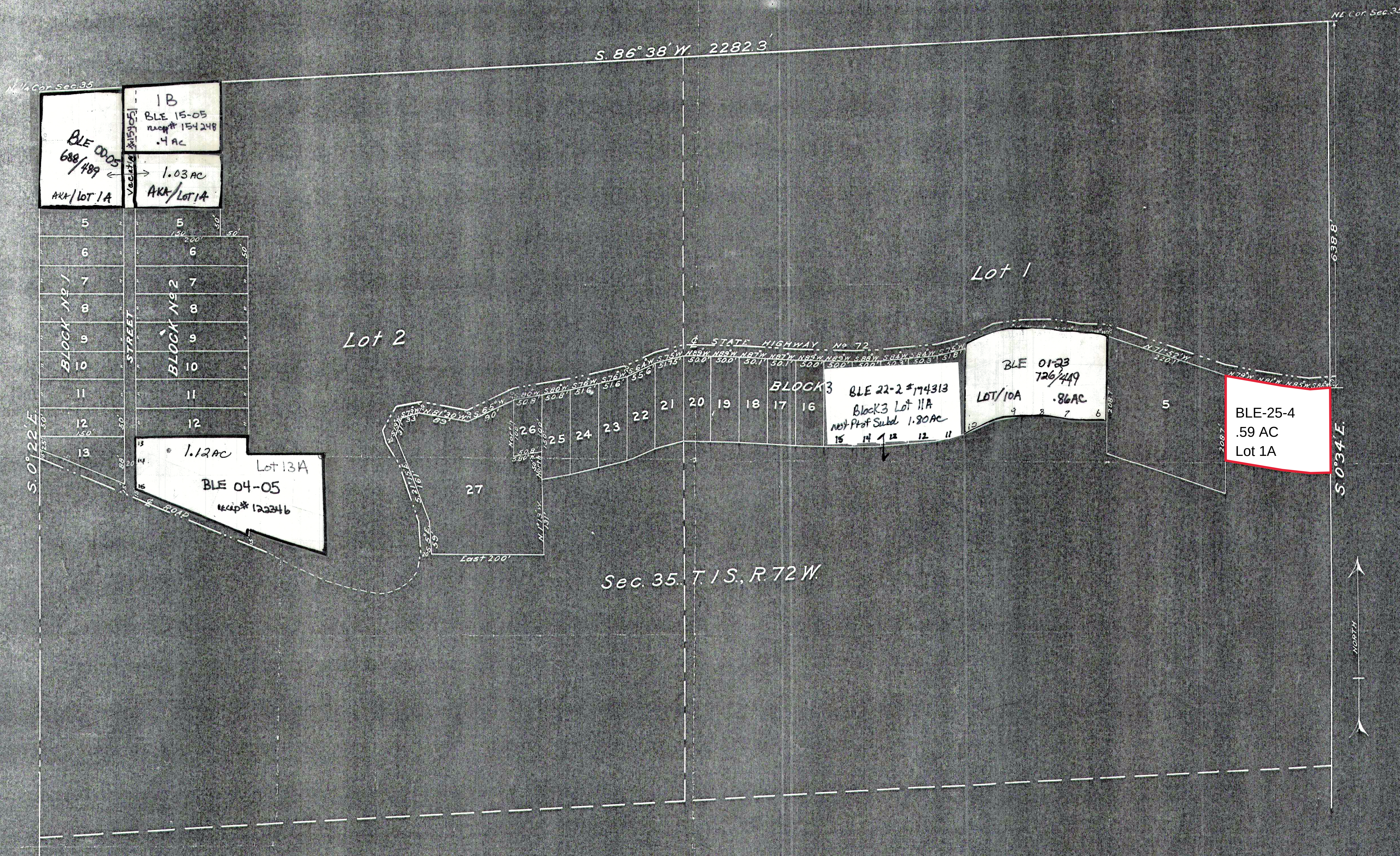
Landon Koon
Signature of notarial officer

Stamp

(Notary Public (Title of office))



MAP
of the Subdivision of a Portion of the
K & K RANCH
SITUATED IN
Lots 1 and 2, Sec. 35, T. 1 S., R. 72 W., 6th P.M.
GILPIN COUNTY, COLORADO
as surveyed by Charles L. Harrington, Apr. 28-30, 1923
Scale: 1 inch = 100 Feet.



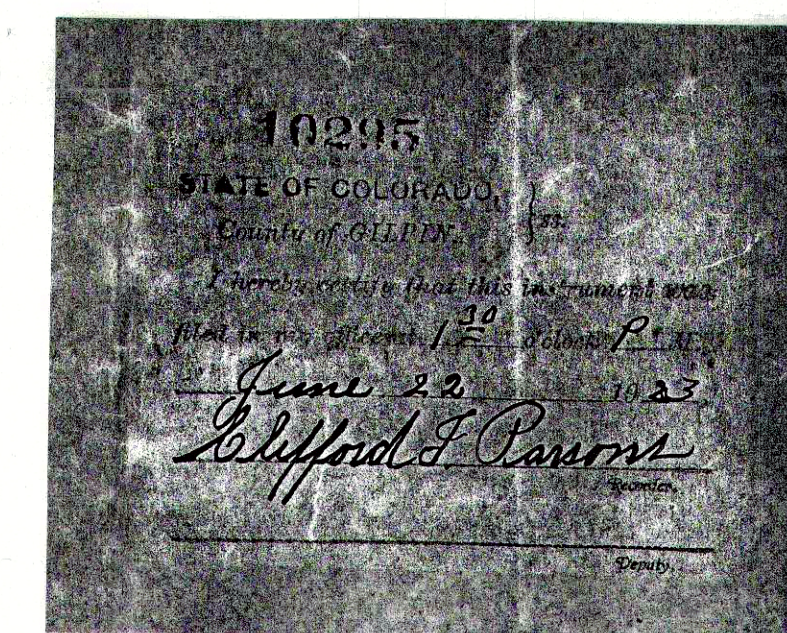
Know all men by these presents that
I, William Kegley, owner of Lots 1 and 2,
Sec. 35, T. 1 S., R. 72 W. of the 6th P.M. have
laid out and platted a portion of the
same into blocks and lots as shown on
this plat and by these presents do grant
and dedicate for the use of the public a
perpetual right of way over and upon
the street between Blocks 1 and 2 as
shown hereon.

STATE OF COLORADO } SS.
COUNTY OF _____

I, _____, a Notary Public in and
for the said County of _____, State of Colorado,
do hereby certify that William Kegley, who is personally
known to me, appeared before me this day in person
and acknowledged that he signed, sealed and deliv-
ered the above plat as his free and voluntary act
and deed for the uses and purposes therein set
forth.

Given under my hand and Notarial
Seal this _____ day of _____ A.D. 1923.

My Commission Expires _____ NOTARY PUBLIC.



Staff Report

Department of Community Development

203 Eureka St. Central City, CO 80427



Case Details

To: Gilpin County Board of County Commissioners

From: Jack Zeman, Planner

Meeting Date & Time: November 18th, 2025

Meeting Location: 203 Eureka St. Central City, CO 80427

File Number: BLE-25-4

Petition Type: Boundary Line Elimination

Applicant/Owner: Curtis and Karen Kimbel

Subject Property(s): Lots 1, 2, 3, and 4, Block 3, K&K Ranch, County of Gilpin, State of Colorado

Request

The Applicants of the subject properties, Curtis and Karen Kimbel, are petitioning the Gilpin County Board of County Commissioners to eliminate the boundary line between their properties (Lot 1, Lot 2, Lot 3, and Lot 4) to form a singular parcel to be known as Lot 1A. All lots are currently vacant.

Existing Site

See Attachment 1

Proposed Site

See Attachment 2

Pertinent Facts

Subject Property Zoning: RR, Resource Residential

Lot Size

Lot 1 - .17 Acres

Lot 2 - .17 Acres

Lot 3 - .17 Acres

Lot 4 - .08 Acres

Lot 1A (After BLE) - .59 Acres

Legal Description

Beginning at a point on the East boundary line of K & K Ranch and on south side of Highway Seventy-Two (72), lots numbered One (1), Two (2), Three (3), and Four (4). Land conveyed is



plotted and on record in Central City and Located in Section 35, Township 1 South, Range Seventy-Two (72) West, Gilpin County, Colorado.

Zoning Regulations Section 5.5 Subdivision Exemptions

A. Boundary Line Elimination Exemption (BLE)

1. PURPOSE: BLE exemptions apply when land re-configurations proposing to be exempted from subdivision regulation would combine existing lots or parcels through the elimination of existing boundary line(s) only.

2. STANDARDS: Any lot or parcel may be combined with an existing developed parcel. If all parcels to be combined are presently vacant, and if none of the subject parcels alone could be developed according to current zoning and Onsite Wastewater Treatment System (OWTS) regulations, then the resulting combined parcel must be able to meet all required setbacks and accommodate an OWTS.

Staff Recommendation

Staff are recommending approval of BLE-25-4. Approval would merge the existing lots 1,2,3, and 4 into a new parcel known as 1A. The resulting parcel, 1A, would be able to accommodate all required setbacks and OWTS regulations.

Possible Actions

1. **Approval** – Granting the request as presented.
2. **Approval with Conditions** – Approval dependent upon certain conditions being met, as deemed appropriate by the Board.
3. **Denial** – A denial would maintain the separate parcels.
4. **Continuance** – Defers action to a later meeting (date certain). The Board may request additional information (e.g., technical materials, agency comments) to be submitted before the continued hearing.

Report Attachments

Attachment 1: Existing Site (pg. 3)

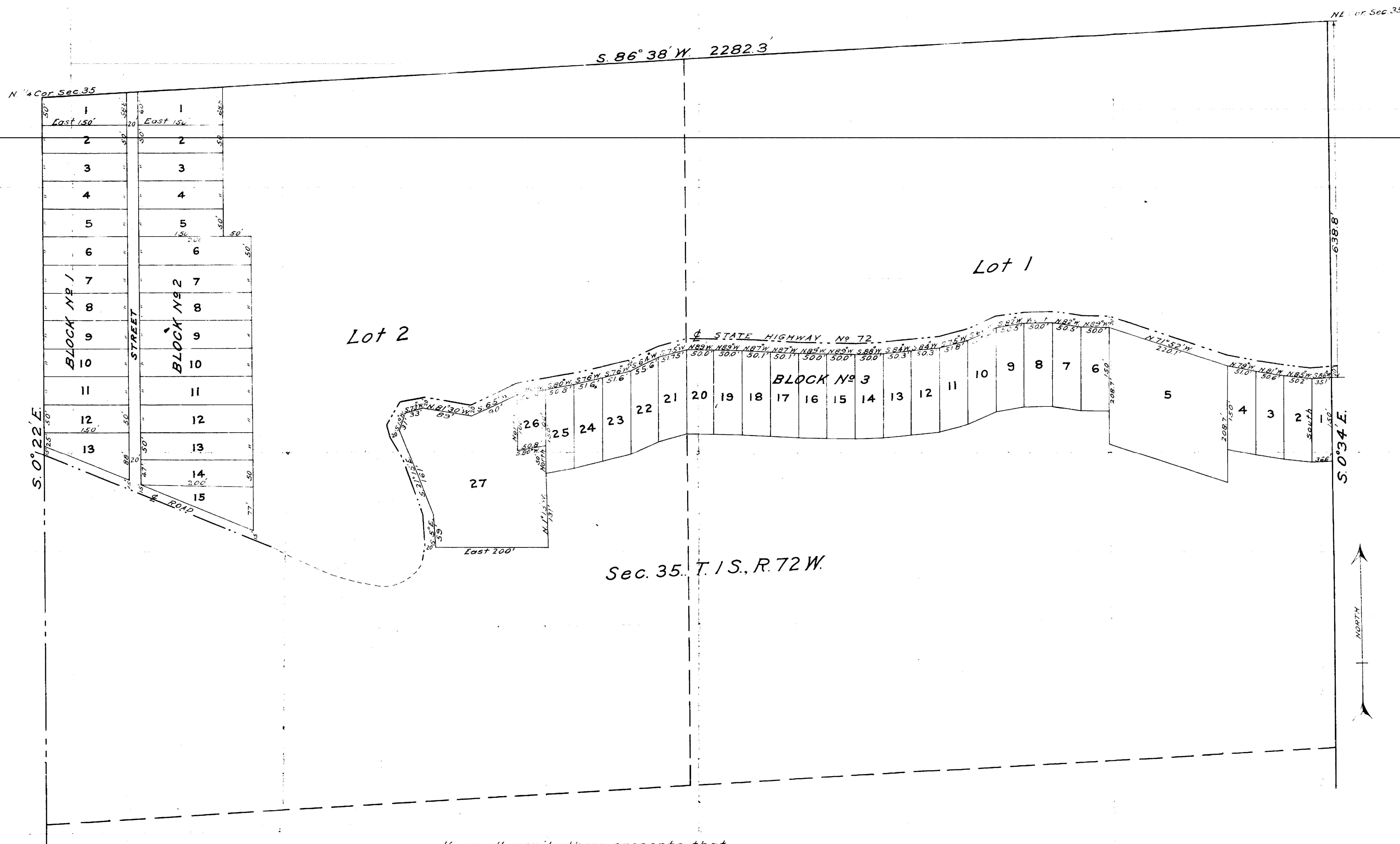
Attachment 2: Proposed Site (pg. 4)

Attachment 3: Subdivision Plat showing Precedent (pg.5)

Attachment 4: Assessor's Property Reports (pg. 6 – 13)



MAP
of the Subdivision of a Portion of the
K & K RANCH
SITUATED IN
Lots 1 and 2, Sec. 35, T. 1 S., R. 72 W., 6th P.M.
GILPIN COUNTY, COLORADO
as surveyed by Charles L. Harrington, Apr 28-30, 1923
Scale: 1 Inch = 100 Feet.



Know all men by these presents that
I, William Kegley, owner of Lots 1 and 2,
Sec. 35, T. 1 S., R. 72 W. of the 6th P.M. have
laid out and platted a portion of the
same into blocks and lots as shown on
this plat and by these presents do grant
and dedicate for the use of the public a
perpetual right of way over and upon
the street between Blocks 1 and 2 as
shown hereon.

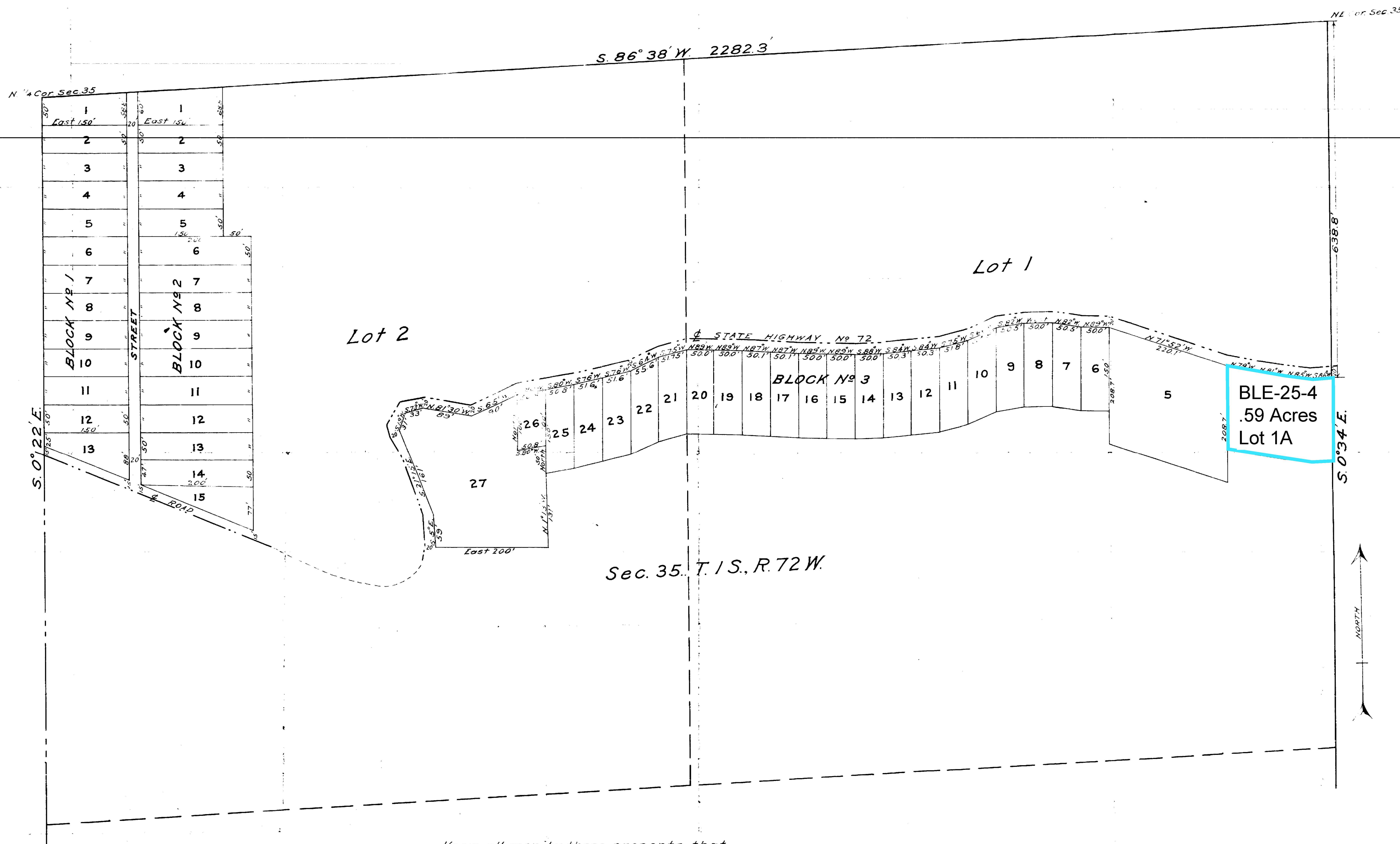
STATE OF COLORADO } SS.
COUNTY OF _____

I, _____, a Notary Public in and
for the said County of _____, State of Colorado,
do hereby certify that William Kegley, who is personally
known to me, appeared before me this day in person
and acknowledged that he signed, sealed and deliv-
ered the above plat as his free and voluntary act
and deed for the uses and purposes therein set
forth.

Given under my hand and Notarial
Seal this _____ day of _____ A.D. 1923.

My Commission Expires _____
NOTARY PUBLIC.

MAP
of the Subdivision of a Portion of the
K & K RANCH
SITUATED IN
Lots 1 and 2, Sec. 35, T. 1 S., R. 72 W., 6th P.M.
GILPIN COUNTY, COLORADO
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the street between Blocks 1 and 2 as
shown hereon.

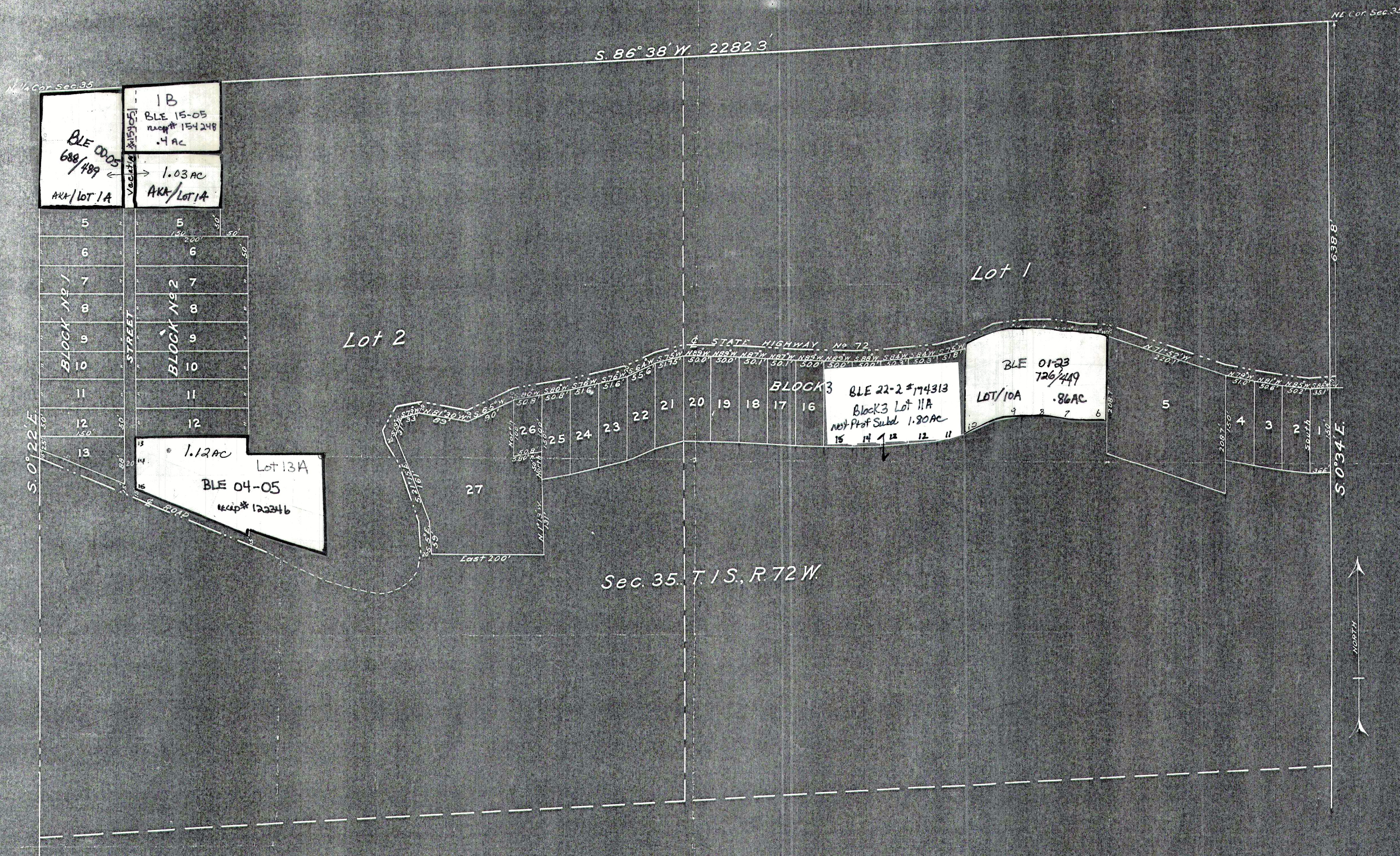
STATE OF COLORADO } SS.
COUNTY OF _____

I, _____, a Notary Public in and
for the said County of _____, State of Colorado,
do hereby certify that William Kegley, who is personally
known to me, appeared before me this day in person
and acknowledged that he signed, sealed and deliv-
ered the above plat as his free and voluntary act
and deed for the uses and purposes therein set
forth.

Given under my hand and Notarial
Seal this _____ day of _____ A.D. 1923.

My Commission Expires _____
NOTARY PUBLIC.

MAP
of the Subdivision of a Portion of the
K & K RANCH
SITUATED IN
Lots 1 and 2, Sec. 35, T. 1 S., R. 72 W., 6th P.M.
GILPIN COUNTY, COLORADO
as surveyed by Charles L. Harrington, Apr. 28-30, 1923
Scale: 1 inch = 100 Feet.



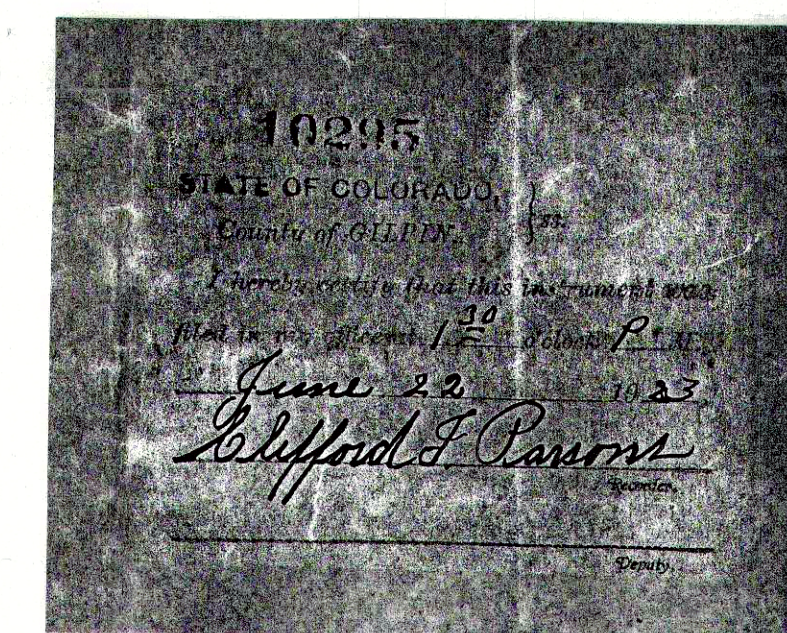
Know all men by these presents that
I, William Kegley, owner of Lots 1 and 2,
Sec. 35, T. 1 S., R. 72 W. of the 6th P.M. have
laid out and platted a portion of the
same into blocks and lots as shown on
this plat and by these presents do grant
and dedicate for the use of the public a
perpetual right of way over and upon
the street between Blocks 1 and 2 as
shown hereon.

STATE OF COLORADO } SS.
COUNTY OF _____

I, _____, a Notary Public in and
for the said County of _____, State of Colorado,
do hereby certify that William Kegley, who is personally
known to me, appeared before me this day in person
and acknowledged that he signed, sealed and deliv-
ered the above plat as his free and voluntary act
and deed for the uses and purposes therein set
forth.

Given under my hand and Notarial
Seal this _____ day of _____ A.D. 1923.

My Commission Expires _____ NOTARY PUBLIC.



Gilpin County Assessor Data Site

April Nielsen, P.O. Box 338, Central City, CO, 80427

(P) 303 582-5451 | (F) | (E) anielson@gilpincounty.org

Account Information

PIN	158135101114
ACCOUNTNUMBER	R005177
ACCOUNTTYPE	RealAccount
XCLASSDESC	VACANT LAND
XPROPERTYCODE	0100
XPROPERTYCODEDESC	VACANT RES LAND
PARCELNUMBER	158135101114
SITUS2	GOLDEN CO 80403
LEGALSUMMARY	S: 35 T: 1S R: 72W Subd: KK RANCH Block: 003 Lot: 001
CITY	GOLDEN
ZIP	80403
PLATTEDSUBDIVISION	137_KK RANCH
NEIGHBORHOOD	105.08_K K RANCH
PLSSLEGAL	S: 35 T: 1S R: 72W
PLSSLEGAL_RANGE	72W
PLSSLEGAL_TOWNSHIP	1S
PLSSLEGAL_SECTION	35
TAXAREAID	058_TAX AREA 58-TIMBERLINE FD - 058
OWNERNAME	KIMBEL KAREN & CURTIS
OWNERADDRESS	800 HWY 72 GOLDEN, CO 80403
CONFIDENTIAL	0
MODELLIST	1-MODEL_LAND
MAPLINK	https://www.google.com/maps?q=39.925051,-105.407862

Additional Owner Details

Owner Name	Owner Address
KIMBEL KAREN & CURTIS	800 HWY 72 GOLDEN, CO 80403

Sales Information

Date	Deed Type	Doc Number	Grantor	Grantee	Amount
12/20/2007	WD	135475	MORTON GARY A & HARLENE K	SPEERS KAREN A & KIMBEL C...	16,000

Values and Estimated Taxes

Tax Year	Taxable	Actual	Mill Levy	Estimated Tax
2023	\$890.00	\$3,200.00	66.281	\$58.99
2024	\$890.00	\$3,200.00	66.785	\$59.44
2025	\$950.00	\$3,500.00	66.785	\$63.45

Property Details

Gilpin County Assessor Data Site

April Nielsen, P.O. Box 338, Central City, CO, 80427
(P) 303 582-5451 | (F) | (E) anielsen@gilpincounty.org

Model	Attribute Name	Attribute Value
LAND 1		
	NEIGHBORHOOD	105.08_K K RANCH
	ABSTRACT_CODE	0100_VACANT RES LAND
	LAND_CODE	10049_K-K RNCH VAC LT
	ACTUALAREA	1.0000
	USE_CODE	1000_RESIDENTIAL

Property Images

Gilpin County Assessor Data Site

April Nielsen, P.O. Box 338, Central City, CO, 80427

(P) 303 582-5451 | (F) | (E) anielson@gilpincounty.org

Account Information

PIN	158135100113
ACCOUNTNUMBER	R011951
ACCOUNTTYPE	RealAccount
XCLASSDESC	VACANT LAND
XPROPERTYCODE	0100
XPROPERTYCODEDESC	VACANT RES LAND
PARCELNUMBER	158135100113
SITUS2	GOLDEN CO 80403
LEGALSUMMARY	S: 35 T: 1S R: 72W Subd: KK RANCH Block: 003 Lot: 002
CITY	GOLDEN
ZIP	80403
PLATTEDSUBDIVISION	137_KK RANCH
NEIGHBORHOOD	105.08_K K RANCH
PLSSLEGAL	S: 35 T: 1S R: 72W
PLSSLEGAL_RANGE	72W
PLSSLEGAL_TOWNSHIP	1S
PLSSLEGAL_SECTION	35
TAXAREAID	058_TAX AREA 58-TIMBERLINE FD - 058
OWNERNAME	KIMBEL KAREN & CURTIS
OWNERADDRESS	800 HWY 72 GOLDEN, CO 80403
CONFIDENTIAL	0
MODELLIST	1-MODEL_LAND
MAPLINK	https://www.google.com/maps?q=39.925064,-105.408005

Additional Owner Details

Owner Name	Owner Address
KIMBEL KAREN & CURTIS	800 HWY 72 GOLDEN, CO 80403

Sales Information

Date	Deed Type	Doc Number	Grantor	Grantee	Amount
12/20/2007	WD	135475	MORTON GARY A & HARLENE K	SPEERS KAREN A & KIMBEL C...	16,000

Values and Estimated Taxes

Tax Year	Taxable	Actual	Mill Levy	Estimated Tax
2023	\$1,790.00	\$6,400.00	66.281	\$118.64
2024	\$1,790.00	\$6,400.00	66.785	\$119.55
2025	\$1,890.00	\$7,000.00	66.785	\$126.22

Property Details

Gilpin County Assessor Data Site

April Nielsen, P.O. Box 338, Central City, CO, 80427
(P) 303 582-5451 | (F) | (E) anielsen@gilpincounty.org

Model	Attribute Name	Attribute Value
LAND 1		
	NEIGHBORHOOD	105.08_K K RANCH
	ABSTRACT_CODE	0100_VACANT RES LAND
	LAND_CODE	10049_K-K RNCH VAC LT
	ACTUALAREA	1.0000
	USE_CODE	1000_RESIDENTIAL

Property Images

Gilpin County Assessor Data Site

April Nielsen, P.O. Box 338, Central City, CO, 80427

(P) 303 582-5451 | (F) | (E) anielson@gilpincounty.org

Account Information

PIN	158135100026
ACCOUNTNUMBER	R011952
ACCOUNTTYPE	RealAccount
XCLASSDESC	VACANT LAND
XPROPERTYCODE	0100
XPROPERTYCODEDESC	VACANT RES LAND
PARCELNUMBER	158135100026
SITUS2	GOLDEN CO 80403
LEGALSUMMARY	S: 35 T: 1S R: 72W Subd: KK RANCH Block: 003 Lot: 003
CITY	GOLDEN
ZIP	80403
PLATTEDSUBDIVISION	137_KK RANCH
NEIGHBORHOOD	105.08_K K RANCH
PLSSLEGAL	S: 35 T: 1S R: 72W
PLSSLEGAL_RANGE	72W
PLSSLEGAL_TOWNSHIP	1S
PLSSLEGAL_SECTION	35
TAXAREAID	058_TAX AREA 58-TIMBERLINE FD - 058
OWNERNAME	KIMBEL KAREN & CURTIS
OWNERADDRESS	800 HWY 72 GOLDEN, CO 80403
CONFIDENTIAL	0
MODELLIST	1-MODEL_LAND
MAPLINK	https://www.google.com/maps?q=39.925085,-105.408175

Additional Owner Details

Owner Name	Owner Address
KIMBEL KAREN & CURTIS	800 HWY 72 GOLDEN, CO 80403

Sales Information

Date	Deed Type	Doc Number	Grantor	Grantee	Amount
12/20/2007	WD	135475	MORTON GARY A & HARLENE K	SPEERS KAREN A & KIMBEL C...	16,000

Values and Estimated Taxes

Tax Year	Taxable	Actual	Mill Levy	Estimated Tax
2023	\$1,790.00	\$6,400.00	66.281	\$118.64
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Property Details

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LAND 1		
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	ABSTRACT_CODE	0100_VACANT RES LAND
	LAND_CODE	10049_K-K RNCH VAC LT
	ACTUALAREA	1.0000
	USE_CODE	1000_RESIDENTIAL

Property Images

Gilpin County Assessor Data Site

April Nielsen, P.O. Box 338, Central City, CO, 80427

(P) 303 582-5451 | (F) | (E) anielson@gilpincounty.org

Account Information

PIN	158135100112
ACCOUNTNUMBER	R011953
ACCOUNTTYPE	RealAccount
XCLASSDESC	VACANT LAND
XPROPERTYCODE	0100
XPROPERTYCODEDESC	VACANT RES LAND
PARCELNUMBER	158135100112
SITUS2	GOLDEN CO 80403
LEGALSUMMARY	S: 35 T: 1S R: 72W Subd: KK RANCH Block: 003 Lot: 004
CITY	GOLDEN
ZIP	80403
PLATTEDSUBDIVISION	137_KK RANCH
NEIGHBORHOOD	105.08_K K RANCH
PLSSLEGAL	S: 35 T: 1S R: 72W
PLSSLEGAL_RANGE	72W
PLSSLEGAL_TOWNSHIP	1S
PLSSLEGAL_SECTION	35
TAXAREAID	058_TAX AREA 58-TIMBERLINE FD - 058
OWNERNAME	KIMBEL KAREN & CURTIS
OWNERADDRESS	800 HWY 72 GOLDEN, CO 80403
CONFIDENTIAL	0
MODELLIST	1-MODEL_LAND
MAPLINK	https://www.google.com/maps?q=39.925102,-105.408343

Additional Owner Details

Owner Name	Owner Address
KIMBEL KAREN & CURTIS	800 HWY 72 GOLDEN, CO 80403

Sales Information

Date	Deed Type	Doc Number	Grantor	Grantee	Amount
12/20/2007	WD	135475	MORTON GARY A & HARLENE K	SPEERS KAREN A & KIMBEL C...	16,000

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2023	\$1,790.00	\$6,400.00	66.281	\$118.64
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Property Details

Gilpin County Assessor Data Site

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(P) 303 582-5451 | (F) | (E) anielsen@gilpincounty.org

Model	Attribute Name	Attribute Value
LAND 1		
	NEIGHBORHOOD	105.08_K K RANCH
	ABSTRACT_CODE	0100_VACANT RES LAND
	LAND_CODE	10049_K-K RNCH VAC LT
	ACTUALAREA	1.0000
	USE_CODE	1000_RESIDENTIAL

Property Images



**BLE-25-7 A Resolution Approving a Boundary Line Elimination Combining Two
Parcels Known As S: 33 T: 1S R: 72W Subd: Brickey Highlands #1 Lot: 046 (E
20FT) and Lot: 046 (W 110FT)/ 109 Los Hermanos Way Golden, CO 80403, Into
One Parcel Now Known As S: 33 T: 1S R: 72W Subd: Brickey Highlands #1 Lot:
046, In Its Entirety (or 046A)**

Agenda Item Staff Report, Board of County Commissioners

Requested by: Jamie Boyle, Director of Community Development, Community Development

Additional Presenters: Jack Zeman, Planner

Meeting Date: November 18, 2025

Public Hearing Required? No

Background/Request Description: Richard M. Satava, owner of parcels known as Lots 046 (E 20ft) and 046 (W 110ft) in the Brickey Highlands #1 Subdivision, has petitioned the Board of County Commissioners to have said parcels consolidated into one lot via a Boundary Line Elimination (BLE), which shall henceforth be known as S: 33 T: 1S R: 72W SUBD: Brickey Highlands #1 LOT: 046, in its entirety (or 046A)

Requested Action: Staff recommends approving this Boundary Line Elimination, Resolution BLE-25-7

Alternatives: Do not approve the Boundary Line Elimination, maintaining two separate parcels

Fiscal Impacts: None.

Legal Impacts: None.

Environmental Impacts: None.

Human Resources Impacts: None.

Grant-Related? No.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, STATE OF COLORADO

**RESOLUTION APPROVING A BOUNDARY LINE ELIMINATION COMBINING TWO PARCELS
KNOWN AS S: 33 T: 1S R: 72W SUBD: BRICKEY HIGHLANDS #1 LOT: 046 (E 20FT) AND LOT: 046
(W 110 FT)/109 LOS HERMANOS WAY GOLDEN, CO 80403, INTO ONE PARCEL NOW KNOWN
AS S: 33 T: 1S R: 72W SUBD: BRICKEY HIGHLANDS #1 LOT: 046, IN ITS ENTIRETY (OR 046A)**

WHEREAS, Richard M. Satava (“Applicant”), owner of parcels known as Lots 046 (E 20ft) and 046 (W 110Ft) in the Brickey Highlands #1 Subdivision, specifically described in Exhibit A attached hereto, have petitioned the Board of County Commissioners to have said parcels consolidated into one lot via a Boundary Line Elimination (BLE), which shall henceforth be known as S: 33 T: 1S R: 72W SUBD: Brickey Highlands #1 LOT: 046, in its entirety (or 046A); and

WHEREAS, pursuant to C.R.S. §30-28-139(4) all owners of the above-described parcels have requested in writing by signing the Authorizing to Apply for BLE-25-7 that the subject parcels be merged, attached hereto as Exhibit B; and

WHEREAS, the survey entitled “Boundary Line Elimination Survey for Richard M. Satava,” prepared by a Colorado licensed land surveyor and attached hereto as Exhibit C, accurately depicts the parcels subject to this Boundary Line Elimination and the resulting Lot 46A, and shall serve as the official depiction of the approved lot configuration for recording purposes;

WHEREAS, pursuant to C.R.S. §30-28-139(3)(b) this Resolution shall serve as the Notice of Merger; and

WHEREAS, said request is in accordance with Gilpin County Zoning Regulations; and

WHEREAS, by approving this BLE, the Board of County Commissioners of the County of Gilpin neither represent nor imply that the resulting parcel will be suitable for development under Gilpin County Zoning Regulations or Gilpin County Onsite Wastewater Treatment System (“OWTS”) Regulations or guarantee access for emergency services.

NOW THEREFORE, be it resolved by the Board of County Commissioners of the County of Gilpin that Resolution BLE-25-7 is hereby _____.

ADOPTED this _____ day of _____, 2025, by a vote of _____ to _____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

Kimberly Kaufman, Deputy Clerk

Sandy Hollingsworth, Chair

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss
COUNTY OF GILPIN)

Sandy Hollingsworth, Chair, and Kimberly Kaufman, Deputy County Clerk, County of Gilpin, acknowledged the foregoing Resolution before me this _____ day of _____, 2025.

Witness my hand and official seal.

Notary Public

Guide to Exhibits:

Exhibit A: Current Warranty Deed(s) with legal descriptions.

Exhibit B: BLE-25-7 Authorization to Apply

Exhibit C: BLE Survey of the properties



WARRANTY DEED

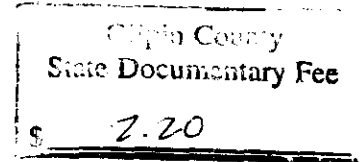
THIS DEED, Made this 20th day of June, 2006 between

Wesley R. Morrow

of the County of Gilpin, in the State of Colorado, grantor, and

Richard M. Satava

Whose legal address is P. O. Box 34 Nederland, CO 80466
of the County of Gilpin, in the State of Colorado, grantees:



WITNESSETH, that the grantor, for and in consideration of the sum of Twenty Two Thousand and 00/100 DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee(s), his heirs and assigns forever all the real property, together with improvements, if any, situate, lying and being in the County of Gilpin and State of Colorado, described as follows:

The West 110 Feet of Lot 46,
Brickey Highlands #1,
County of Gilpin, State of Colorado.

also known by street and number as 109 Los Hermanos Way Golden CO 80403

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said grantee(s), his heirs and assigns forever. And the grantor(s), for himself has granted, bargained, sold and conveyed, and by these presents does for himself, his heirs and personal representatives, covenant, grant, bargain, and agree to and with the grantee(s), his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature soever,

EXCEPT FOR THOSE EXCEPTIONS REFERRED TO IN TITLE INSURANCE COMMITMENT NO. FG205-11288 ISSUED BY Clear Creek - Gilpin Abstract & Title AND EXCEPT TAXES AND ASSESSMENTS FOR THE CURRENT YEAR AND SUBSEQUENT YEARS, EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD, IF ANY,

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the grantor(s) has executed this deed on the date set forth above.

Wesley R. Morrow
Wesley R. Morrow

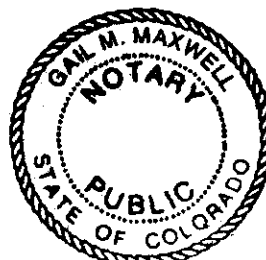
State of Colorado)

)ss.

County of Gilpin)

The foregoing instrument was acknowledged before me this 20th day of June, 2006,
by Wesley R. Morrow
My Commission expires
Witness my hand and official seal.

Gail M. Maxwell
Notary Public



My Commission Expires
MARCH 19, 2008

Warranty Deed
Doc Fee: \$2.20

Property Transfer
Declaration Recd

205-11288



WHEN RECORDED RETURN TO:
DEBORAH A. TORP
2107 ALLISON ST.
LAKEWOOD, CO 80214

QUITCLAIM DEED

THIS DEED, made this 13th day of August, 2025 between Deborah A. Torp
 ("Grantor"), of the County of Jefferson and State of
Colorado and Richard M. Satava ("Grantee")
 whose legal address is 131 Los Hermanos Way, Black Hawk, CO 80422;

WITNESS, that the Grantor, for and in consideration of \$6,500 Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED and by these presents does remise, release, sell and QUITCLAIM unto the Grantee, and the Grantee's heirs and assigns forever, as ** joint tenants, all of the right, title interest, claim and demand that the Grantor has in and to the real property, together with the fixtures and improvements located thereon, if any, situate, lying and being in the County of Gilpin and State of Colorado, described as follows:

S: 33 T: 1S R: 72W Subd: Brickey Highlands #1 Lot: 046 (E 20 FT)
 APN# 158133401046

Also Known As: Lot 46 (E 20 FT) Brickey Highlands, Black Hawk, CO 80422

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim, whatsoever, of the Grantor, either in law or in equity, to the only proper use, benefit and behalf of the Grantee, and the Grantee's heirs and assigns forever.

EXECUTED AND DELIVERED on the date set forth above.

Deborah A. Torp

STATE OF: Colorado }
 COUNTY OF: Jefferson } ss.

The foregoing instrument was acknowledged before me on August 13, 2025 by

Deborah Ann Torp

Witness my hand and official seal.

My commission expires:

07/28/2027

edith mty
 Notary Public

EDITH MARTINEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194027583
MY COMMISSION EXPIRES 07/28/2027

AUTHORIZATION TO APPLY

Gilpin County

Department of Community Development



Application Number:	BLE-25-7
Primary Applicant:	RichardSatava
Parcel 1 AAN	158133401047
Parcel 2 AAN	158133401046
Parcel 3 AAN	
Parcel 4 AAN	
Parcel 5 AAN	
Parcel 6 AAN	
Parcel 7 AAN	
Parcel 8 AAN	

The primary applicant is seeking a Boundary Elimination of the above named parcels by Assessor Account Number. Approval of this application will result in the elimination of one or more of these parcels. Once approved and recorded, this process can not be reversed. Previously eliminated parcels can not be re-subdivided. This authorization form will need to be completed by each individual owner that is currently listed on the deeds subject to this Boundary Line Elimination.

By printing and signing my name below, I attest that I am the legal owner of at least one of the subject parcels to this Boundary Line Elimination. I authorize the primary applicant listed on this Boundary Line Elimination application to seek a Boundary Line Elimination with the Gilpin County Board of County Commissioners.

This form must be notarized.

RICHARD SATAVA
Printed Name

Richard Satava
Signed Name

State of _____

County of _____ <N>

Signed before me on _____ (date) by _____ (name(s) of individual(s))

Signature of notarial officer _____

Stamp

(_____) (Title of office)

See Attached Certificate

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

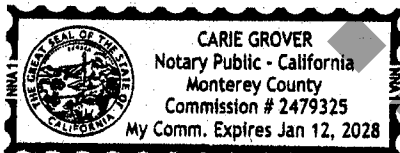
State of California

County of Monterey

On October 27th 2025 before me, Carie Grover - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Richard Salava
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



my Commission Expires on
Jan 12th 2028

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Carie Grover

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Alipin County

Title or Type of Document: Auth to Apply - Department of Community Development

Document Date: _____ Number of Pages: 1ps

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Richard Salava

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☒ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

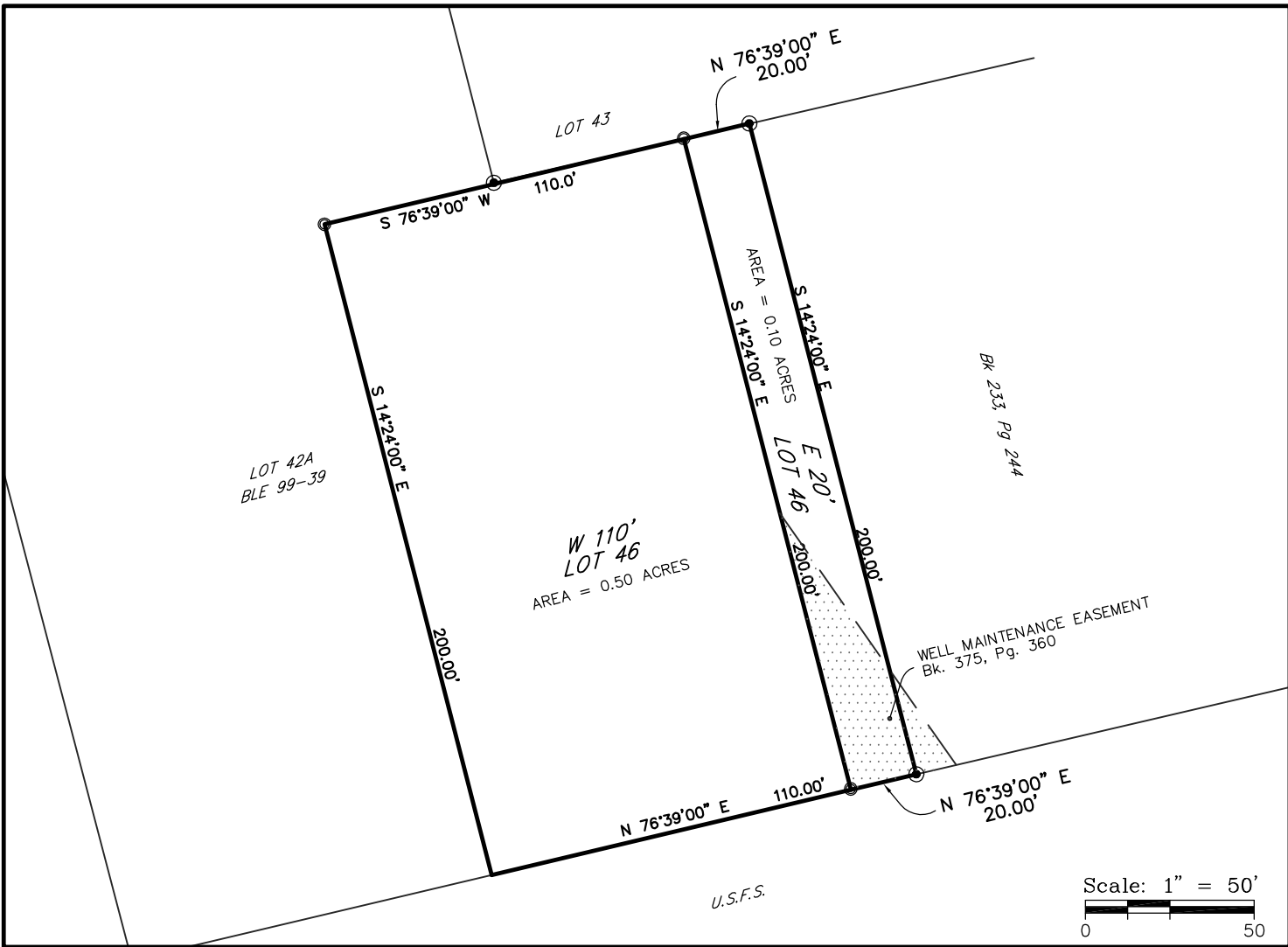
☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

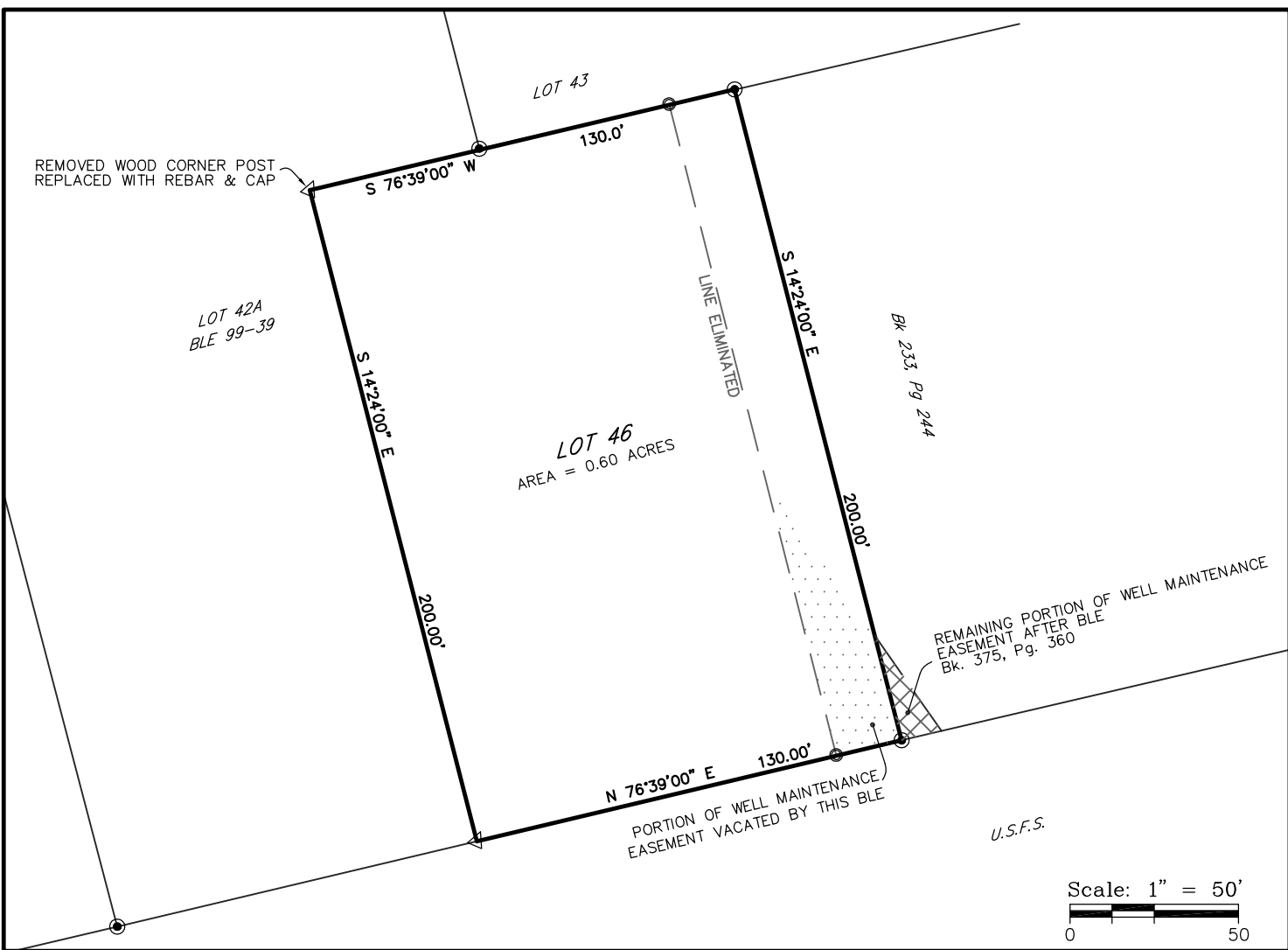
Signer is Representing: _____

BOUNDARY LINE ELIMINATION EXEMPTION PLAT
BLE 25-

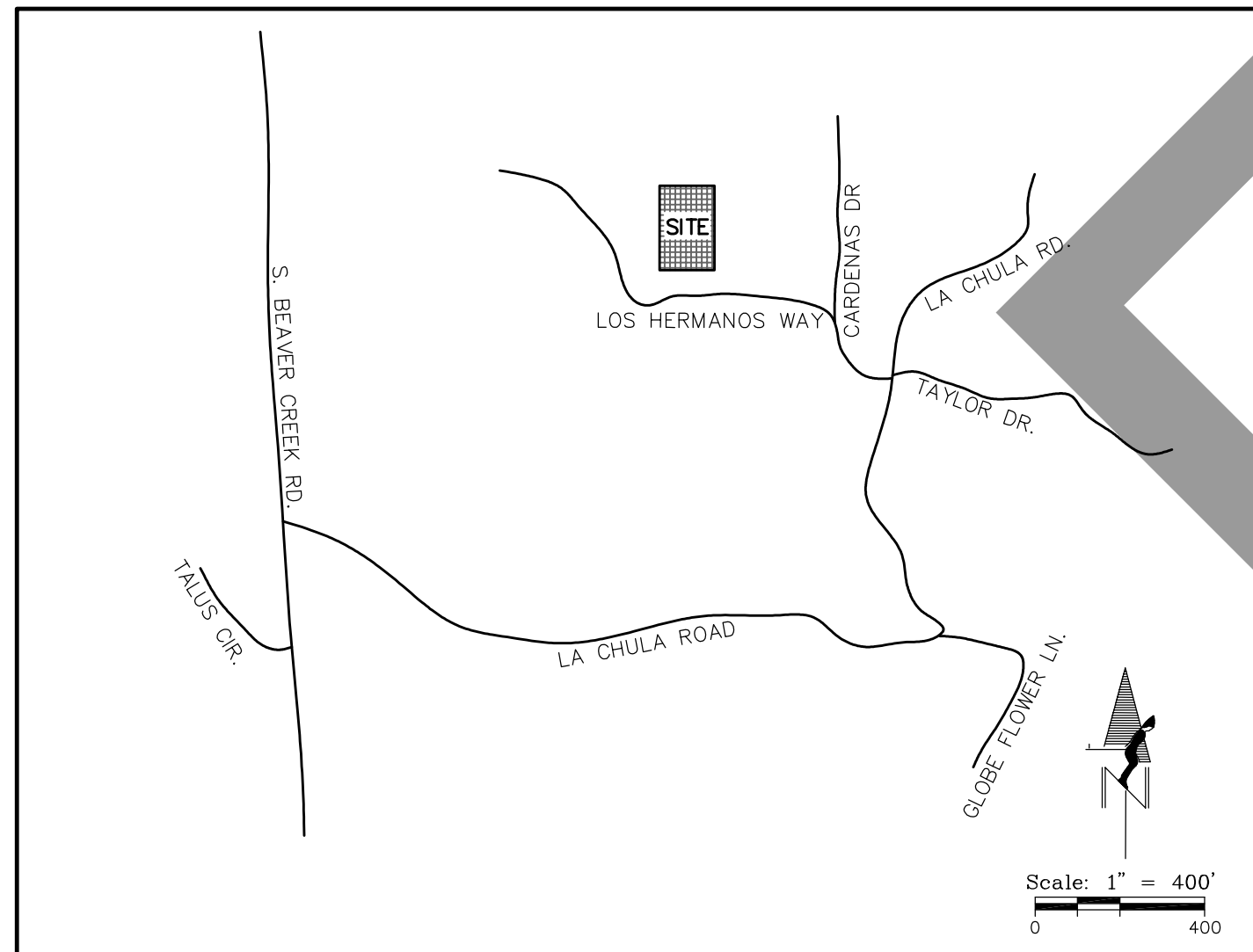
THE WEST 110' OF LOT 46 & THE EAST 20' OF LOT 46
THE BRICKEY HIGHLANDS
LYING IN THE OF SECTION 33
TOWNSHIP 1 SOUTH, RANGE 72 WEST OF THE 6TH P.M.
GILPIN COUNTY, COLORADO



BEFORE BLA



AFTER BLA



VACINITY MAP

LOT 42A
BLE 99-39

SURVEYOR'S CERTIFICATE:

I, CHRISTOPHER B. HARTMAN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.

CHRISTOPHER B. HARTMAN
COLORADO REGISTRATION No. 34168

BOARD OF COUNTY COMMISSIONERS APPROVAL:

THIS BOUNDARY LINE ELIMINATION APPROVED BY THE GILPIN COUNTY BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____, 20____.

CHAIR: _____
ATTEST: _____

CLERK AND RECORDERS CERTIFICATE

STATE OF COLORADO }
COUNTY OF GILPIN } SS.
I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 20____ A.D. AT _____ A.M./P.M., AND WAS RECORDED AT RECEPTION NUMBER _____

COUNTY CLERK AND RECORDER

LEGAL DESCRIPTION'S (BEFORE):

THE WEST 110' OF LOT 46,
THE BRICKEY HIGHLANDS #1,
COUNTY OF GILPIN, STATE OF COLORADO
THE EAST 20' OF LOT 46,
THE BRICKEY HIGHLANDS #1,
COUNTY OF GILPIN, STATE OF COLORADO

LEGAL DESCRIPTION (AFTER):

LOT 46, IN IT'S ENTIRETY,
THE BRICKEY HIGHLANDS,
COUNTY OF GILPIN,
STATE OF COLORADO,
CONTAINING 0.60 ACRES, MORE OR LESS.

OWNER'S CERTIFICATION AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED, BEING THE OWNER(S) OF THOSE LANDS DESCRIBED HEREON, DO HEREBY SUBMIT THIS BOUNDARY LINE ADJUSTMENT PLAT FOR APPROVAL BY THE

OWNER(S):

THE WEST 110' OF LOT 46
& THE EAST 20' OF LOT 46
THE BRICKEY HIGHLANDS #1

REPRESENTED BY:

RICHARD SATAVA _____, Date: _____, 20____.

STATE OF COLORADO }
COUNTY OF GILPIN } SS.

THE FOREGOING OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY _____ AND _____.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____.

NOTARY PUBLIC: _____.

ADDRESS OF NOTARY: _____.

NOTES:

- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY STARR PEAK SURVEYING, LLC. TO DETERMINE TITLE OR EASEMENTS OF RECORD. THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND USE REGULATIONS, AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
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- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED ON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN SIX YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON. C.R.S. 13-80-104(5)(A)
- DIMENSIONS SHOWN WITHOUT PARENTHESES ARE AS MEASURED BY STARR PEAK SURVEYING AND AGREE WITH THE RECORDED DESCRIPTION. DIMENSIONS SHOWN IN PARENTHESES ARE PER THE RECORDED DESCRIPTION OR THE CALCULATED POSITION WHEN THE MEASURED AND RECORDED DIFFER.
- THIS DRAWING IS BASED ON A FIELD SURVEY PERFORMED & COMPLETED BY STARR PEAK SURVEYING ON OR ABOUT AUG. 28, 2025.
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- ALL DIMENSIONS ARE IN U.S. FEET UNLESS OTHERWISE STATED

LEGEND:

- SET 5/8" REBAR W/PLASTIC CAP
STAMPED "STARR PEAK PLS 34168"
- FOUND 3/4" IRON PIPE
ORIGINAL MONUMENT
- WOOD POST
- WELL

STARR PEAK SURVEYING
660 Taylor Dr.
Black Hawk, CO 80422
303-638-8338
09/08/2025 Ref. No: 24-115

Staff Report

Department of Community Development

203 Eureka St. Central City, CO 80427



Case Details

To: Gilpin County Board of County Commissioners

From: Community Development Staff

Meeting Date & Time: November 18th, 2025

Meeting Location: 203 Eureka St. Central City, CO 80427

File Number: BLE-25-7

Petition Type: Boundary Line Elimination

Applicant/Owner: Richard M. Satava

Subject Property(s): Parcel IDs 158133401047 (109 Los Hermanos Way) and 158133401046

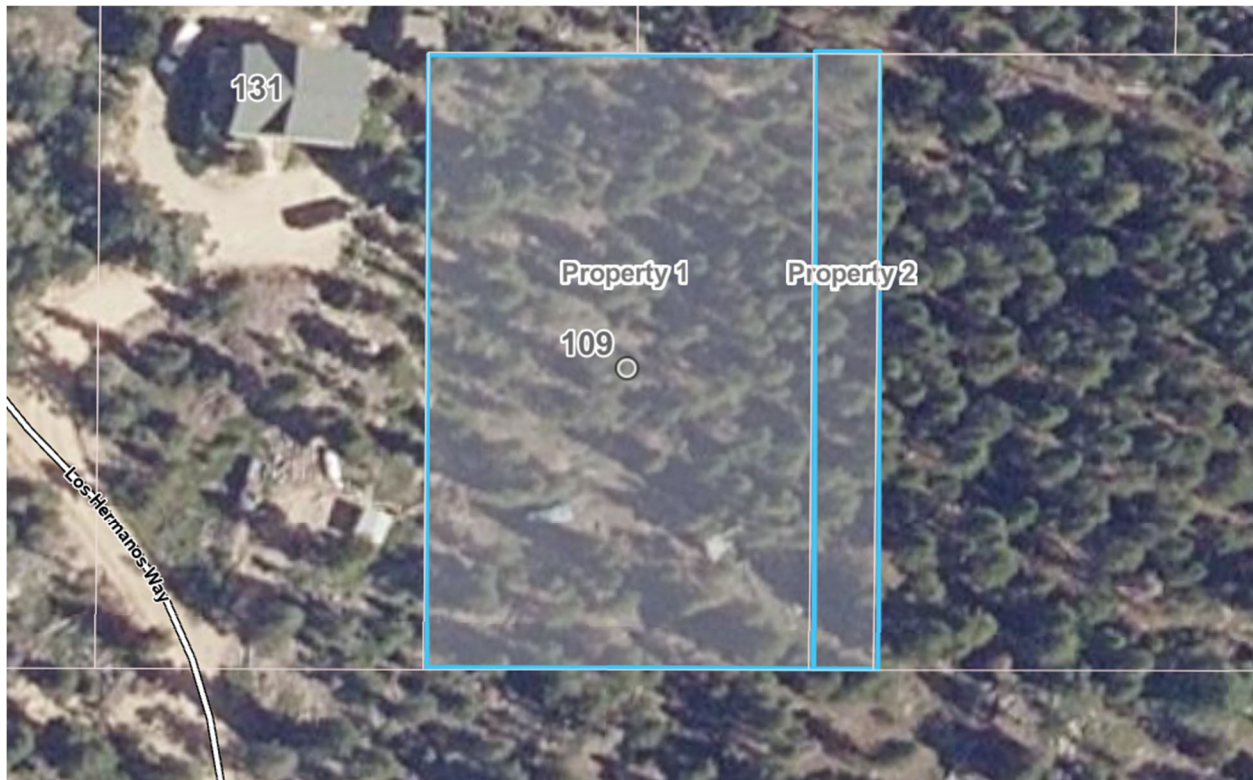
Request

The Applicant and owner of the subject properties, Richard Satava, is petitioning the Gilpin County Board of County Commissioners to eliminate the boundary line between their properties to form a singular parcel to be known as Lot 46A (Attachment 1). Both parcels are currently vacant, with a well existing on one of the properties.

This Boundary Line Elimination (BLE) is subject to Section 5.5 (A)(2) of the Gilpin County Zoning Regulations for Subdivision Exemption, which states that any lot or parcel may be combined with an existing developed parcel.



Site Location



Pertinent Facts

Subject Property Zoning: RS, Residential Subdivision

Property 1

Legal Description: The West 110 feet of Lot 46, Brickey Highlands #1, County of Gilpin, State of Colorado. Also known as 109 Los Hermanos Way, Black Hawk, Parcel ID Number: 158133401047, Assessor Account Number: R005630.

Lot size: .51 acres

While currently vacant land, this parcel was at one point occupied by a small cabin structure. There is an existing well, which was installed prior to 1972. The applicant obtained a well permit, Permit Number 336762 and Receipt Number 10038594, for the existing well in 2024 from the Colorado Division of Water Resources (Attachment 2).

Property 2

Legal description: S:33 T: 1S R: 72W Subd: BRICKEY HIGHLANDS #1 Lot: 046 (E 20ft). Also known as Parcel ID Number: 158133401046, Assessor Account Number: R011739

Lot size: .09 acres

Proposed Combined Parcel

See attachment 1.

Legal description: Lot 46, in its entirety, the Brickey Highlands #1, County of Gilpin, State of Colorado;
Also known as Lot 46A.

Lot size: .60 acres

Zoning Regulations Section 5.5 Subdivision Exemptions

A. Boundary Line Elimination Exemption (BLE)

1. PURPOSE: BLE exemptions apply when land re-configurations proposing to be exempted from subdivision regulation would combine existing lots or parcels through the elimination of existing boundary line(s) only.

2. STANDARDS: Any lot or parcel may be combined with an existing developed parcel. If all parcels to be combined are presently vacant, and if none of the subject parcels alone could be developed according to current zoning and Onsite Wastewater Treatment System (OWTS) regulations, then the resulting combined parcel must be able to meet all required setbacks and accommodate an OWTS.

Staff Recommendation

Staff are recommending approval of BLE-25-7. Approval would merge the existing properties 1 and 2 and would create a new parcel known as Lot 46A in the Brickey Highlands #1 subdivision.

Possible Actions

1. **Approval** – Granting the request as presented.
2. **Approval with Conditions** – Approval dependent upon certain conditions being met, as deemed appropriate by the Board.
3. **Denial** – A denial would maintain the separate parcels.
4. **Continuance** – Defers action to a later meeting (date certain). The Board may request additional information (e.g., technical materials, agency comments) to be submitted before the continued hearing.

Report Attachments

Attachment 1: Applicant submitted surveys

Attachment 2: 109 Los Hermanos Way Well Permit

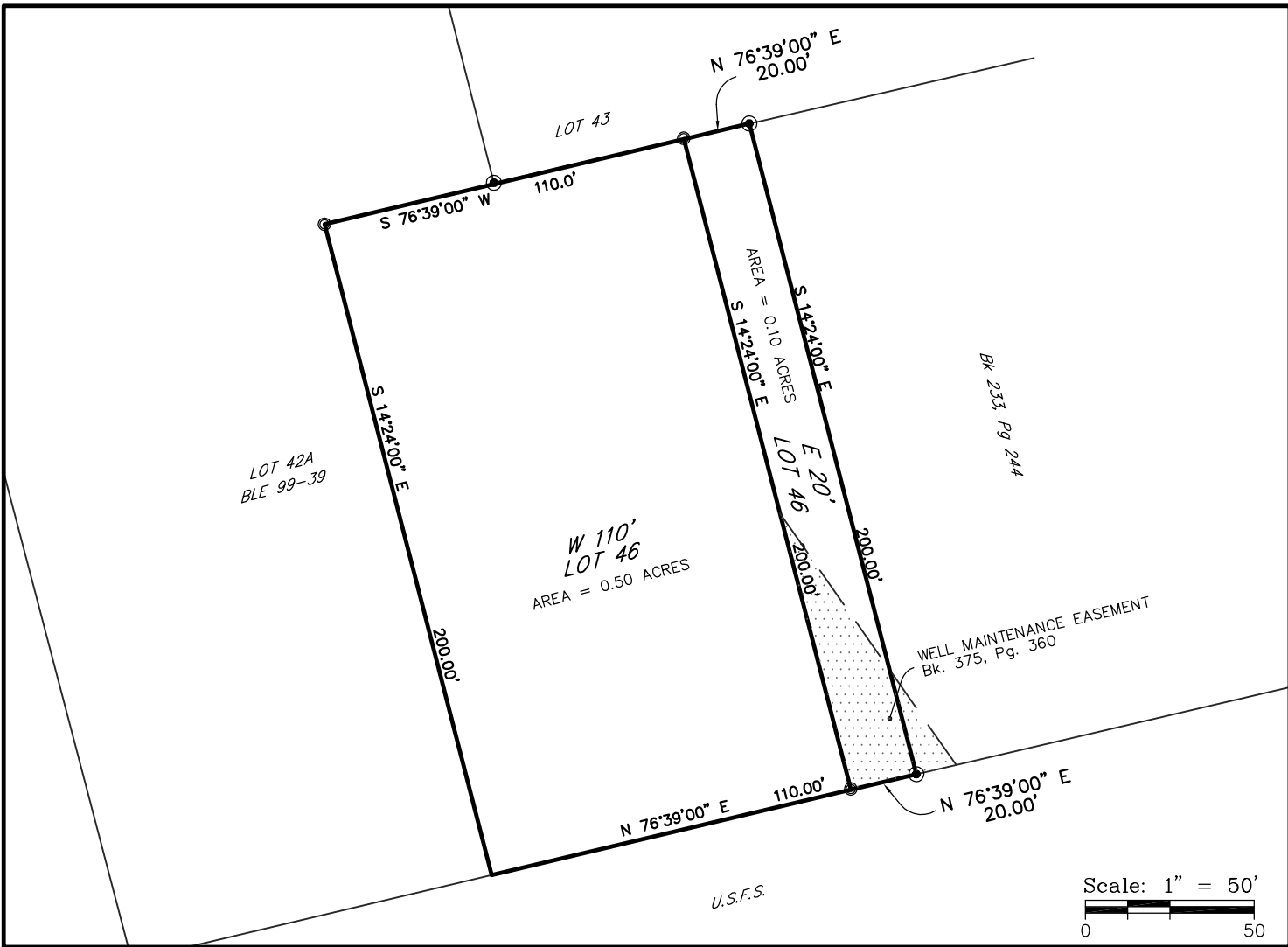
Attachment 3: BLE-25-7 Applicant Authorization to Apply

Attachment 4: Assessor's Property Reports

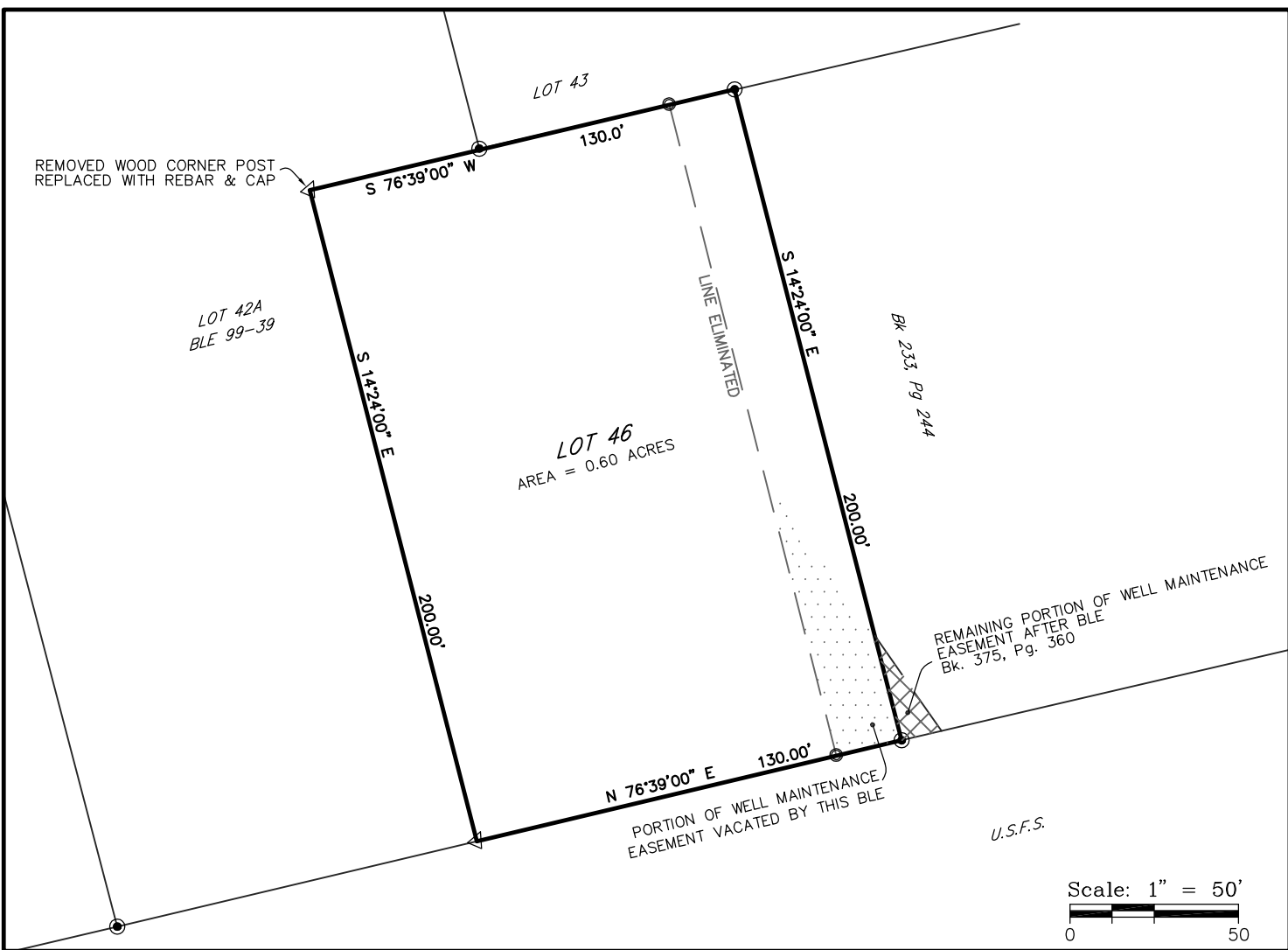


BOUNDARY LINE ELIMINATION EXEMPTION PLAT
BLE 25-

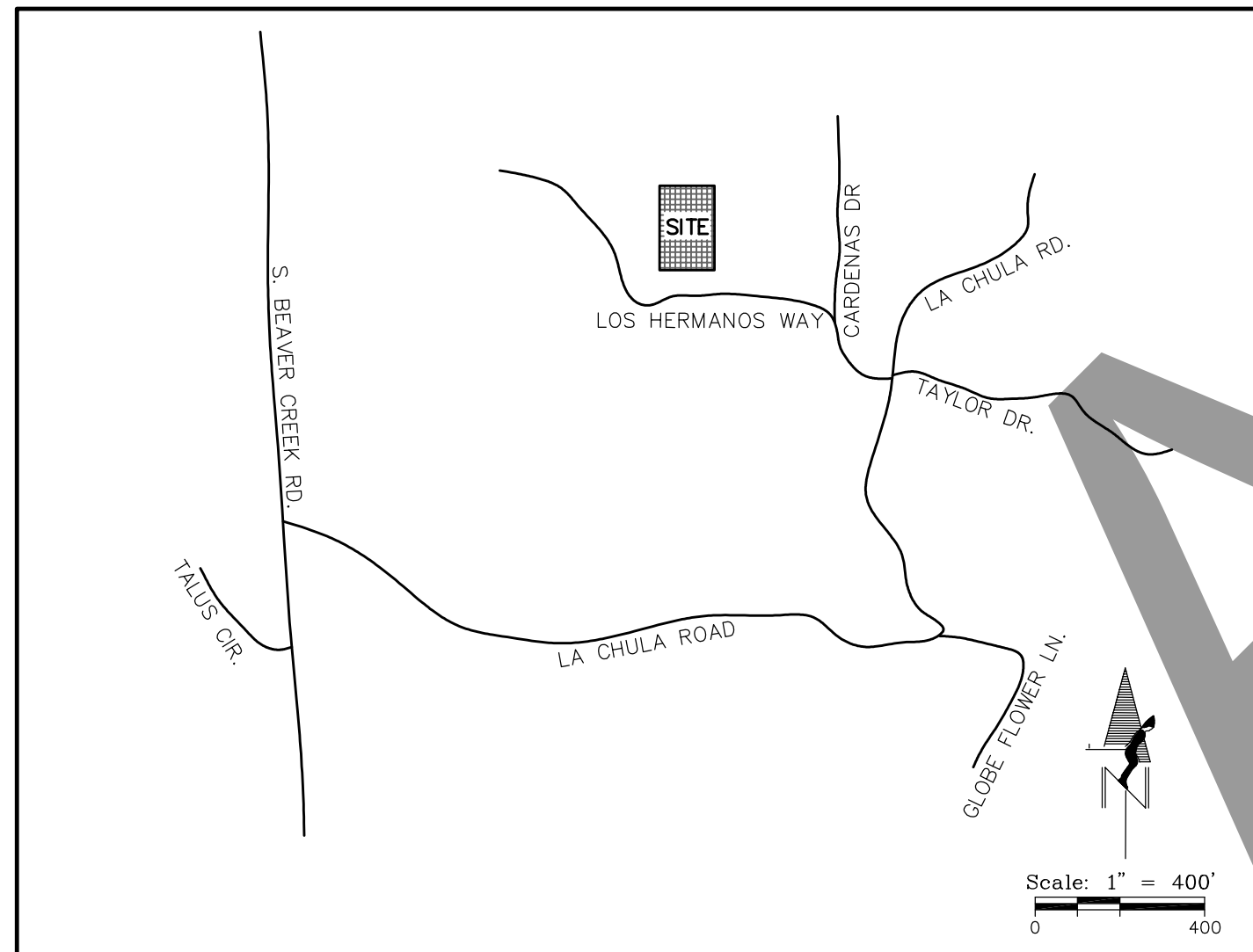
THE WEST 110' OF LOT 46 & THE EAST 20' OF LOT 46
THE BRICKEY HIGHLANDS
LYING IN THE OF SECTION 33
TOWNSHIP 1 SOUTH, RANGE 72 WEST OF THE 6TH P.M.
GILPIN COUNTY, COLORADO



BEFORE BLA



AFTER BLA



VACINITY MAP

SURVEYOR'S CERTIFICATE:

I, CHRISTOPHER B. HARTMAN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY.

CHRISTOPHER B. HARTMAN
COLORADO REGISTRATION No. 34168

BOARD OF COUNTY COMMISSIONERS APPROVAL:

THIS BOUNDARY LINE ELIMINATION APPROVED BY THE GILPIN COUNTY BOARD OF COUNTY COMMISSIONERS THIS ____ DAY OF _____, 20 ____.

CHAIR: _____
ATTEST: _____

CLERK AND RECORDERS CERTIFICATE

STATE OF COLORADO }
COUNTY OF GILPIN } SS
I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____, 20 ____ A.D. AT ____ A.M./P.M., AND WAS RECORDED AT RECEPTION NUMBER _____

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OWNER(s):

THE WEST 110' OF LOT 46
& THE EAST 20' OF LOT 46
THE BRICKEY HIGHLANDS #1

REPRESENTED BY:

RICHARD SATAVA _____, Date: _____, 20 ____.

STATE OF COLORADO }
COUNTY OF GILPIN } SS.

THE FOREGOING OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20 ____.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____.

NOTARY PUBLIC: _____.

ADDRESS OF NOTARY: _____.

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- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED ON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN SIX YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON. C.R.S. 13-80-104(5)(A)
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LEGEND:

- SET 5/8" REBAR W/PLASTIC CAP
STAMPED "STARR PEAK PLS 34168"
- FOUND 3/4" IRON PIPE
ORIGINAL MONUMENT
- WOOD POST
- WELL

STARR PEAK SURVEYING
660 Taylor Dr.
Black Hawk, CO 80422
303-638-8338
09/08/2025 Ref. No: 24-115

Form No. GWS-32 09/2016	PUMP INSTALLATION AND PRODUCTION EQUIPMENT TEST REPORT State of Colorado, Office of the State Engineer 1313 Sherman St., Room 821, Denver, CO 80203 303.866.3581 www.water.state.co.us and dwrpermitsonline@state.co.us	For Office Use Only RECEIVED SEP 09 2024 WATER RESOURCES STATE ENGINEER COLO
1. Well Permit Number: _____ Receipt Number: _____		
2. Owner's Well Designation: _____		
3. Well Owner Name: <u>Rick Satava</u>		
4. Well Location Street Address: <u>109 Los Hermanos Way</u>		
5. GPS Well Location: ☐ Zone 12 ☒ Zone 13 Easting: <u>461990</u> Northing: <u>4418465</u> County: <u>Gilpin</u>		
6. Legal Well Location: <u>1/4</u> , <u>1/4</u> , Sec. _____ Twp. _____ ☐ N or S ☐ Range _____ ☐ E or W ☐ Distances from Section Lines: _____ ft. from ☐ N or S ☐ sec. line, and _____ ft. from ☐ E or W ☐ sec. line Subdivision: _____, Lot _____, Block _____, Filing (Unit) _____		
7. Check Installation Type: ☐ Initial Pump Installation ☒ Replacement Pump ☐ Change in Depth Only ☐ Repair		
8. Pump Data: Type: <u>Submersible</u> Date Installed(mm/dd/yyyy): <u>08/26/2024</u> Pump Manufacturer: <u>Grundfos</u> Pump Model No. <u>10SQE15-330</u> Design GPM: <u>10</u> at RPM <u>10,700</u> HP <u>1 1/2</u> Volts <u>230</u> Full Load Amps <u>8.9</u> Pump Intake Depth: <u>80</u> Feet, Drop/Column Pipe Size Inches, <u>1</u> Kind of Drop Pipe <u>PVC</u> Additional Information for Pumps Greater Than 50 GPM: Turbine Driver Type: ☐ Electric ☐ Engine ☐ Other _____ Design Head: _____ feet Number of Stages: _____ Shaft size: _____ inches		
9. Other Equipment: Airline Installed: ☐ Yes ☐ No, Orifice Depth ft. _____ Monitor Tube Installed: ☐ Yes ☐ No, Depth ft. _____ Flow Meter Mfg. _____ Meter Serial No. _____ Meter Readout: ☐ Gallons, ☐ Thousand Gallons, ☐ Acre feet Beginning Reading: _____		
10. Cistern Information: Material: _____ Capacity: _____ gallons Date Installed: _____		
11. Production Equipment Test Data: ☐ check box if data is submitted on Form Number GWS-39 Well Yield Test Report. Date: <u>8/26/24</u> Total Well Depth: <u>115</u> ft. Time: <u>10 Minutes</u> Static Level: <u>20</u> ft. Rate (gpm): <u>10</u> Date Measured: <u>8/26/24</u> Pumping Level (ft): <u>80</u>		
12. Disinfection: Type: <u>Liquid Chlorine</u> Amt. Used: <u>9 oz.</u>		
13. Notification: Was Advanced Notification Required Prior to Installation? ☐ Yes ☐ No, Date Notification Given: _____		
14. Water Quality analysis available: ☐ Yes ☒ No If yes, please submit with this report.		
15. Remarks: 		
16. I have read the statements made herein and know the contents thereof, and they are true to my knowledge. This document is signed (or name entered if filing online) and certified in accordance with Rule 17.4 of the Water Well Construction Rules, 2 CCR 402-2. The filing of a document that contains false statements is a violation of section 37-91-108(1)(e), C.R.S., and is punishable by fines up to \$1,000 and/or revocation of the contracting license. If filing online, the State Engineer considers the entry of the licensed contractor's name to be compliance with Rule 17.4.		
Company Name: <u>John's Well Service, Inc.</u>	Email: <u>mike@johnswell.com</u>	Phone w/area code: <u>303-444-7237</u>
		License Number: <u>1323</u>
Mailing Address: <u>P.O. Box 803 Lyons, CO 80540</u>		
Sign (or enter name if filing online) 	Print Name and Title <u>Mike Overly</u> <u>Owner</u>	Date: <u>9/5/24</u>



ORIGINAL PERMIT APPLICANT(S)

RICHARD M. SATAVA

APPROVED WELL LOCATION

Water Division: 1 Water District: 6
Designated Basin: N/A
Management District: N/A
County: GILPIN
Parcel Name: BRICKEY HIGHLANDS
Lot: 46 Block: Filing: 1
Physical Address: 190 LOS HERMANOS WAY BLACK HAWK,
CO 80422

NE 1/4 SE 1/4 Section 33 Township 1.0 S Range 72.0 W Sixth P.M.

UTM COORDINATES (Meters, Zone: 13, NAD83)

Easting: 462001.9 Northing: 4418480.4

PERMIT TO USE AN EXISTING WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) Construction details for this existing well have not been provided to this office; therefore, it is not known if the construction of this well is in compliance with the Water Well Construction Rules, 2 CCR 402-2. The issuance of this permit does not relieve the well owner of responsibility or liability in the event contamination of the groundwater source results from the construction or use of this well, nor does the State Engineer assume any responsibility or liability should contamination occur.
- 3) Approved pursuant to CRS 37-92-602(3)(b)(II)(A) for the use of an existing unregistered well, as the only well on a residential site of 0.60 acre(s) described as lot 46, filing 1, Brickey Highlands Subdivision, Gilpin County.
- 4) The use of groundwater from this well is limited to ordinary household purposes inside one single-family dwelling. The groundwater shall not be used for irrigation or other purposes.
- 5) The pumping rate of this well shall not exceed 15 GPM.
- 6) The return flow from the use of this well must be through an individual wastewater disposal system of the non-evaporative type where the water is returned to the same stream system in which the well is located.
- 7) This well shall be located not more than 200 feet from the location specified on this permit.

Date Issued: 12/6/2024

Expiration Date: N/A


Issued By GARRETT BANKS

Form No. GWS-44 5/2024 Page 1 of 3		STATE OF COLORADO OFFICE OF THE STATE ENGINEER 1313 Sherman St., Room 821, Denver, CO 80203 Phone: (303) 866-3581 Website:https://dwr.colorado.gov/ Email to: dwrpermitsonline@state.co.us		Office Use Only													
RESIDENTIAL Water Well Permit Application Note: Also use this form to apply for livestock watering Review form instructions prior to completing form.																	
1. Applicant Information Name of Applicant(s) Richard M. Satava Mailing address PO Box 3331 <table><tr><td>City Nederland</td><td>State CO</td><td>Zip Code 80466</td></tr><tr><td colspan="2">Telephone # (area code & number) 831-392-6426</td><td>E-mail (online filing required) rspidey@hotmail.com</td></tr></table>			City Nederland	State CO	Zip Code 80466	Telephone # (area code & number) 831-392-6426		E-mail (online filing required) rspidey@hotmail.com	6. Use Of Well (check applicable boxes) See instructions to determine use(s) for which you may qualify ☒ A. Ordinary household use in one single-family dwelling (no outside use) ☐ B. Ordinary household use in 1 to 3 single-family dwellings: Number of dwellings: _____ ☐ Home garden/lawn irrigation, not to exceed one acre: area irrigated _____ ☐ sq. ft. ☐ acre ☐ Domestic animal and poultry watering (non-commercial) ☐ C. Livestock watering (on farm/ranch/range/pasture)								
City Nederland	State CO	Zip Code 80466															
Telephone # (area code & number) 831-392-6426		E-mail (online filing required) rspidey@hotmail.com															
2. Type Of Application (check applicable boxes) <table><tr><td>☐ Construct new well</td><td>☐ Change source (aquifer)</td></tr><tr><td>☐ Replace existing well</td><td>☐ Reapplication (expired permit)</td></tr><tr><td>☒ Use existing well</td><td>☐ Rooftop precipitation collection</td></tr><tr><td>☐ Change or increase use</td><td>☐ Other: _____</td></tr></table>			☐ Construct new well	☐ Change source (aquifer)	☐ Replace existing well	☐ Reapplication (expired permit)	☒ Use existing well	☐ Rooftop precipitation collection	☐ Change or increase use	☐ Other: _____	7. Well Data (proposed) <table><tr><td>Maximum pumping rate GPM</td><td>Annual amount to be withdrawn acre-feet</td></tr><tr><td>Total Depth</td><td>Aquifer</td></tr></table>			Maximum pumping rate GPM	Annual amount to be withdrawn acre-feet	Total Depth	Aquifer
☐ Construct new well	☐ Change source (aquifer)																
☐ Replace existing well	☐ Reapplication (expired permit)																
☒ Use existing well	☐ Rooftop precipitation collection																
☐ Change or increase use	☐ Other: _____																
Maximum pumping rate GPM	Annual amount to be withdrawn acre-feet																
Total Depth	Aquifer																
3. Refer To (if applicable) <table><tr><td>Well permit #</td><td>Water Court case #</td></tr><tr><td>Designated Basin Determination #</td><td>Well name or #</td></tr></table>			Well permit #	Water Court case #	Designated Basin Determination #	Well name or #	8. Water Supplier Is this parcel within boundaries of a water service area? ☐ YES ☐ NO If yes, provide name of supplier: _____										
Well permit #	Water Court case #																
Designated Basin Determination #	Well name or #																
4. Location Of Proposed Well (SEE INSTRUCTIONS) Property address (Include City, State, Zip) ☐ Check if well address is same as Item 1 109 Los Hermanos Way, Black Hawk, CO 80422 <table><tr><td>Rule 6.2.3 ☐ Yes ☒ No (see instruction for information)</td><td>County Gilpin</td></tr><tr><td><table><tr><td>_____ 1/4 of the _____ 1/4</td><td>Section</td><td>Township N or S ☐ ☐</td><td>Range E or W ☐ ☐</td><td>P.M. ☐ ☐</td></tr></table></td></tr></table> Preferred location format: GPS well location information in UTM format. The following GPS settings are required: Format must be UTM. Units must be in meters. Datum must be NAD83. Unit must be set to true north. ☐ Zone 12 or ☒ Zone 13. Easting: 461990 Northring: 4418465 Optional Location Information (must be provided if GPS location is not provided above and Rule 6.2.3 does not apply): distances from section lines: _____ feet from the ☐ N. or ☐ S. Line. _____ feet from the ☐ E. or ☐ W. Line			Rule 6.2.3 ☐ Yes ☒ No (see instruction for information)	County Gilpin	<table><tr><td>_____ 1/4 of the _____ 1/4</td><td>Section</td><td>Township N or S ☐ ☐</td><td>Range E or W ☐ ☐</td><td>P.M. ☐ ☐</td></tr></table>	_____ 1/4 of the _____ 1/4	Section	Township N or S ☐ ☐	Range E or W ☐ ☐	P.M. ☐ ☐	9. Type Of Sewage System ☒ Septic tank / absorption leach field ☐ Central system: District name _____ ☐ Vault: Location sewage to be hauled to: _____ ☐ Other (explain) _____						
Rule 6.2.3 ☐ Yes ☒ No (see instruction for information)	County Gilpin																
<table><tr><td>_____ 1/4 of the _____ 1/4</td><td>Section</td><td>Township N or S ☐ ☐</td><td>Range E or W ☐ ☐</td><td>P.M. ☐ ☐</td></tr></table>	_____ 1/4 of the _____ 1/4	Section	Township N or S ☐ ☐	Range E or W ☐ ☐	P.M. ☐ ☐												
_____ 1/4 of the _____ 1/4	Section	Township N or S ☐ ☐	Range E or W ☐ ☐	P.M. ☐ ☐													
5. Parcel On Which Well Will Be Located (You must attach a current deed for the subject parcel) A. You must check and complete one of the following: ☒ Subdivision: Name Brickey Highlands #1 Lot 46 (W 110 ft) Block _____ Filing/Unit _____ ☐ County exemption (attach copy of county approval & survey) Name/# _____ Lot # _____ ☐ Parcel less than 35 acres, not in a subdivision attach a deed with metes & bounds description recorded prior to June 1, 1972, and current deed ☐ Mining claim (attach copy of deed or survey) Name/#: _____ ☐ Square 40 acre parcel as described in Item 4 (1/4 of the 1/4 is required) ☐ Parcel of 35 or more acres (attach metes & bounds description or survey) ☐ Other: (attach metes & bounds description or survey) <table><tr><td>B. # of acres in parcel .6</td><td>C. Are you the owner of this parcel? If no, list owner. ☒ YES ☐ NO</td></tr></table> D. Will this be the only well on this parcel? ☒ YES ☐ NO (if no – list other wells) E. Parcel ID# (optional):			B. # of acres in parcel .6	C. Are you the owner of this parcel? If no, list owner. ☒ YES ☐ NO	10. Proposed Well Driller License # (optional): 11. Sign or Enter Name of Applicant(s) or Authorized Agent The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 24-4-104 (13)(a). I have read the statements herein, know the contents thereof and state that they are true to my knowledge. <table><tr><td>Sign or enter name(s) of person(s) submitting application </td><td>Date (mm/dd/yyyy) 12/2/2024</td></tr></table> If signing print name Richard Satava Title owner			Sign or enter name(s) of person(s) submitting application 	Date (mm/dd/yyyy) 12/2/2024								
B. # of acres in parcel .6	C. Are you the owner of this parcel? If no, list owner. ☒ YES ☐ NO																
Sign or enter name(s) of person(s) submitting application 	Date (mm/dd/yyyy) 12/2/2024																
Office Use Only																	

Form No. GWS-12 Page 1 12/2023	STATE OF COLORADO OFFICE OF THE STATE ENGINEER 1313 Sherman St., Room 821, Denver, CO 80203 Main: (303) 866-3581 Website: www.colorado.gov Email to: owrpermitsonline@state.co.us	For Office Use Only
REGISTRATION OF EXISTING WELL (Page 1 of 2)		
PRIOR TO COMPLETING THIS FORM, SEE INSTRUCTIONS ON PAGES 3 AND 4. BOTH PAGE 1 AND PAGE 2 MUST BE COMPLETED. INCOMPLETE, POOR QUALITY, OR ILLEGIBLE FORMS CANNOT BE PROCESSED AND WILL BE RETURNED.		
ATTACH A COPY OF A CURRENT DEED FOR THE SUBJECT PARCEL		
Name, address, phone number, and email of well owner(s):		
Name(s): <u>RICHARD M. SATAVA</u>		
Mailing Address: <u>PO Box 3331</u>		
City, St. Zip: <u>NEDELAND, CO 80466</u>		
Phone: <u>(831) 392-6426</u> Email: <u>rspidey@hotmail.com</u>		
WELL LOCATION: County: <u>Gilpin</u> Owner's Well Designation (optional): _____		
<u>109 Los Hermanos Way</u> <u>Black Hawk</u> <u>CO</u> <u>80422</u> Street Address at Well Location (if applicable) City State Zip		
Subdivision Name (if applicable): <u>Brickey Highlands</u> Lot <u>46</u> Block _____ Filing/Unit _____		
Location information (preferred location format): GPS well location information in UTM format. The following GPS settings are required: Format must be UTM ☐ Zone 12 or ☒ Zone 13. Units must be in meters. Datum must be NAD83. Unit must be set to true north.		
Easting: <u>461990</u> Northing: <u>4418465</u>		
Section, Township, Range and Principal Meridian (P.M.) must be completed. The 1/4, 1/4 and distances from section lines are optional if the Easting and Northing requested above are provided.		
_____ 1/4 of the _____ 1/4, Section _____ Township _____ ☐ N. or ☐ S., Range _____ ☐ E. or ☐ W., _____ P.M.		
Distance from Section Lines: _____ Ft. from ☐ N. or ☐ S. Line, _____ Ft. from ☐ E. or ☐ W. Line.		
Water was first beneficially used for the purposes described on page 2 on (mm/dd/yyyy) <u>unknown</u>		
The total depth of this well is <u>115</u> feet.		
The pumping rate of this well is <u>1.5</u> gallons per minute.		
The average annual amount of water diverted is <u>1</u> acre-feet.		
APPLICATION CONTINUED ON PAGE 2		
Describe the existing well location, condition, construction details and historical use to the best of your knowledge.		
It is the responsibility of the well owner completing this form to have knowledge of the historical use of this well. If you do not have knowledge of the use of this well prior to May 8, 1972, and continuing until the date of submitting this application, it is your responsibility to research and determine the historical use of the well to support the historical use claims made herein.		
FOR OFFICE USE ONLY		

RECEIVED
 09/27/2024
 WATER RESOURCES
 STATE ENGINEER
 COLO

10038594

Form No.
GWS-12
Page 2
12/2023

STATE OF COLORADO
OFFICE OF THE STATE ENGINEER
1313 Sherman St., Room 821, Denver, CO 80203
Phone: (303) 866-3581
Website: dwr.colorado.gov
Email to: dwrpermitsonline@state.co.us

REGISTRATION OF EXISTING WELL (PAGE 2 of 2)
STATEMENT OF HISTORICAL USE

Review form instructions on pages 3 and 4 prior to completing form.

Water Court case no. _____ (if applicable).

Is historical use on the same parcel as where the well is located? ☒ Yes or ☐ No. If no, provide location where well is used.
(address/subdivision name/lot/block/filing): _____

Size of parcel where well is located: 0.6 acres. Will this be the only well on the parcel? ☒ Yes or ☐ No. If no, list permit number(s)
or water court decree case number(s) for other well(s) _____

Will future use be on the same parcel as the historical use occurred? ☒ Yes or ☐ No. If no, provide new location (address -
subdivision name/lot/block/filing) Brickley Highlands Lot 46

Existing well location and visual conditions: If stating no, you must include an explanation of the circumstances.

Type of existing well: ☒ drilled; ☐ hand dug; ☐ spring well; ☐ gallery well; other _____

Distance to nearest septic tank/sewer line (approximate) N/A feet. Distance to nearest leach field (approx.) N/A feet.

Is the well in a clean and sanitary location? ☒ Yes or ☐ No. If no, describe the location _____

Is the ground at the surface surrounding the well firm and stable and sloped away from the well for proper drainage? ☒ Yes or ☐ No.

Is the well situated in a well house or vault? ☐ Yes or ☒ No. If yes, is the well house or vault in good repair and condition? ☐ Yes or ☐ No.

Existing well construction and materials: If stating no, you must include an explanation of the circumstances.

Is the well equipped with a sanitary well seal/cap? ☒ Yes or ☐ No.

Is the well constructed with steel casing that extends at least one (1) foot above the ground surface? ☒ Yes or ☐ No.

Casing size (diameter) 6 inches.

Who constructed the well? unknown Who installed the pump? Johns Well Service

Historical use initiated prior to May 8, 1972

The well identified above has been used since prior to May 8, 1972 as the water supply for the following exempt uses listed in § 37-92-602, C.R.S. (or § 37-90-105, C.R.S., in a Designated Ground Water Basin):

- a) Ordinary household use inside 1 single-family dwelling(s) (maximum of 3 single family dwellings);
- b) The irrigation of 0.3 ☒ acre-foot or ☐ square feet of home gardens and lawns (maximum of one acre - one acre is equivalent to 43,560 square feet);
- c) The watering of domestic animals/poultry ☐ Yes or ☒ No.; livestock on a farm or ranch ☐ Yes or ☒ No.

OR (above uses cannot be combined with commercial uses)

- d) Drinking and sanitary facilities inside an individual commercial business ☐ Yes or ☒ No. (If commercial use is claimed, additional forms must also be completed and submitted as further described in the instructions) (Note: Commercial wells in a Designated Ground Water Basin may also include outside uses.)

Have the above claimed uses been in continuous use since May 8, 1972? ☒ Yes or ☐ No. If no, for each claimed use, list dates when this well supplied the above claimed uses: _____

I understand that uses that were not initiated prior to May 8, 1972 are not eligible for registration and any expansion of use that occurred after May 8, 1972 is not eligible for registration. Additionally, I understand that if the well has not been used for the claimed purposes for a period of 10 years or more since May 8, 1972, the well is not eligible for registration for those purposes.

The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 23-3-104(13)(a). I have read the statements herein, know the contents thereof, and state they are true to my knowledge.

Sign or Enter Name of Well Owner(s)

Print Name and Title of Well Owner(s)

Date (mm/dd/yyyy)

Richard Satava

RICHARD SATAVA

9/10/2024

Gilpin County Assessor Data Site

April Nielsen, P.O. Box 338, Central City, CO, 80427

(P) 303 582-5451 | (F) | (E) anielsen@gilpincounty.org

Account Information

PIN	158133401047
ACCOUNTNUMBER	R005630
ACCOUNTTYPE	RealAccount
XCLASSDESC	VACANT LAND
XPROPERTYCODE	0100
XPROPERTYCODEDESC	VACANT RES LAND
PARCELNUMBER	158133401047
SITUS2	109 LOS HERMANOS WAY BLACK HAWK CO 80422
LEGALSUMMARY	S: 33 T: 1S R: 72W Subd: BRICKEY HIGHLANDS #1 Lot: 046 (W 110 FT) .60TA & IMPS
CITY	BLACK HAWK
ZIP	80422
PLATTEDSUBDIVISION	24_BRICKEY HIGHLANDS #1
NEIGHBORHOOD	104.02_BRICKEY HIGHLANDS
PLSSLEGAL	S: 33 T: 1S R: 72W
PLSSLEGAL_RANGE	72W
PLSSLEGAL_TOWNSHIP	1S
PLSSLEGAL_SECTION	33
TAXAREOID	058_TAX AREA 58-TIMBERLINE FD - 058
OWNERNAME	SATAVA RICHARD M
OWNERADDRESS	PO BOX 3331 NEDERLAND, CO 80466
CONFIDENTIAL	0
MODELLIST	1-MODEL_LAND
MAPLINK	https://www.google.com/maps?q=39.915754,-105.444712

Additional Owner Details

Owner Name	Owner Address
SATAVA RICHARD M	PO BOX 3331 NEDERLAND, CO 80466

Sales Information

Date	Deed Type	Doc Number	Grantor	Grantee	Amount
06/20/2006	WD	130203	MORROW WESLEY R	SATAVA RICHARD M	22,000
05/09/1986	WD	B: 375 P: 364	THORTON JAMES L	MORROW WESLEY R	3,800

Values and Estimated Taxes

Tax Year	Taxable	Actual	Mill Levy	Estimated Tax
2022	\$7,250.00	\$25,000.00	73.022	\$529.41
2023	\$4,190.00	\$15,000.00	66.281	\$277.72
2024	\$4,190.00	\$15,000.00	66.281	\$277.72

Property Details

Gilpin County Assessor Data Site

April Nielsen, P.O. Box 338, Central City, CO, 80427
(P) 303 582-5451 | (F) | (E) anielsen@gilpincounty.org

Model	Attribute Name	Attribute Value
LAND 1		
	NEIGHBORHOOD	104.02_BRICKEY HIGHLANDS
	ABSTRACT_CODE	0100_VACANT RES LAND
	LAND_CODE	10003_BRKY HI VAC LT
	ACTUALAREA	1.0000
	USE_CODE	1000_RESIDENTIAL
	ZONING	13_RES RESIDENTIAL

Property Images

5/22/06 11:52 AM 130203
 JESSICA LOVINGER GILPIN COUNTY CO
 Received \$1113 Page 1 of 1
 032 WARRANTY DEED Total Due \$ 20 Doc Fee \$ 20



WARRANTY DEED

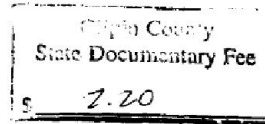
THIS DEED, Made this 20th day of June, 2006 between

Wesley R. Morrow

of the County of Gilpin, in the State of Colorado, grantor, and

Richard M. Satava

Whose legal address is P. O. Box 34 Nederland, CO 80466
 of the County of Gilpin, in the State of Colorado, grantees:



WITNESSETH, that the grantor, for and in consideration of the sum of Twenty Two Thousand and 00/100 DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee(s), his heirs and assigns forever all the real property, together with improvements, if any, situate, lying and being in the County of Gilpin and State of Colorado, described as follows:

The West 110 Feet of Lot 46,
 Brickey Highlands #1,
 County of Gilpin, State of Colorado.

also known by street and number as 109 Los Hermanos Way Golden CO 80403

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said grantee(s), his heirs and assigns forever. And the grantor(s), for himself has granted, bargained, sold and conveyed, and by these presents does for himself, his heirs and personal representatives, covenant, grant, bargain, and agree to and with the grantee(s), his heirs and assigns, that at the time of the sealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature soever.

EXCEPT FOR THOSE EXCEPTIONS REFERRED TO IN TITLE INSURANCE COMMITMENT NO. FG205-11288 ISSUED BY Clear Creek - Gilpin Abstract & Title AND EXCEPT TAXES AND ASSESSMENTS FOR THE CURRENT YEAR AND SUBSEQUENT YEARS, EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD, IF ANY,

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the grantor(s) has executed this deed on the date set forth above.

Wesley R. Morrow
 Wesley R. Morrow

State of Colorado)

County of Gilpin)

The foregoing instrument was acknowledged before me this 20th day of June, 2006,
 by Wesley R. Morrow
 My Commission expires
 Witness my hand and official seal.

Gail M. Maxwell
 Notary Public

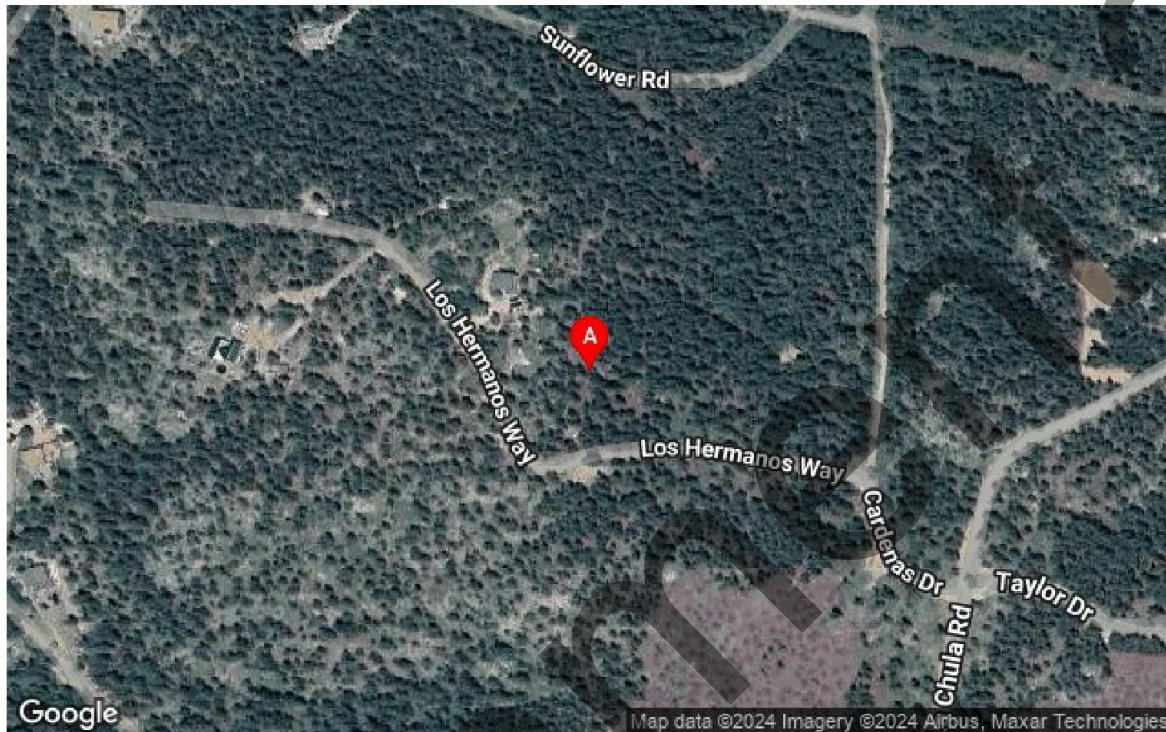


My Commission Expires
 MARCH 19, 2008

Warranty Deed
 Doc Fee: \$2.20



Location Conversion



Latitude/Longitude (WGS 84)	
Latitude: 39.915571	Longitude: -105.444615
Degrees: 39	Degrees: -105
Minutes: 54	Minutes: 26
Seconds: 56.1	Seconds: 40.6

UTM		
Zone: 13	Easting: 462001.9	Northing: 4418480.4

Boundary Information	
Division: 1	Designated Basin: Outside
Water District: 6	Management District: Outside
County: Gilpin	Denver Basin: Outside

Public Lands Survey System(PLSS)					
Q40	Q160	Section	Township	Range	PM
NE	SE	33	1.0 S	72.0 W	S

STATE OF
COLORADO

Banks - DNR, Garrett <garrett.banks@state.co.us>

Regarding Registration of Existing Well Application 10038594

6 messages

Banks - DNR, Garrett <garrett.banks@state.co.us>
To: "rspidey@hotmail.com" <rspidey@hotmail.com>

Tue, Nov 19, 2024 at 12:16 PM

Dear Mr. Satava,

I am reviewing your residential well registration application (receipt no. 10038594, attached). You have applied for household use inside one single family dwelling, and 0.3 acres of irrigated lawn and garden; however, it appears from imagery of the property that the parcel is forested and not landscaped or irrigated. There is also no evidence of a residence on the property and the Gilpin County Assessor indicates the parcel is vacant land. Please provide evidence for your claim that there has been a single family residence on the property or if the residence has been demolished, the dates that the residence existed. In addition, please provide evidence supporting your claim that 0.3 acre has been irrigated on this property.

The well can only be permitted for those continuous historic uses that began prior to May 8th, 1972, with a lapse of no more than 10 years. You may provide the revised estimates and/or evidence of the historical irrigated area in reply to this email.

In the alternative, you may permit the existing well for household use only inside one single family dwelling, no outdoor uses as your parcel is in a pre 1972 subdivision. Please let me know if you would like to pursue this option instead.

Please be advised that the aforementioned criteria must be addressed and received by this office by November 19, 2025 to retain active status of the residential application. Information submitted after that date will require a new application and will be assessed the appropriate fee.

Regards,

--
Garrett Banks
Water Resource Engineer



COLORADO
Division of Water Resources
Department of Natural Resources

P 303.866.3581 x 8222
1313 Sherman St., Suite 821, Denver, CO 80203
Garrett.Banks@state.co.us | dwr.colorado.gov

2 attachments

3-PropertyInfo (1).pdf
7K

2024_09_27_10038594.pdf
1888K

R. Satava <rspidey@hotmail.com>
To: "Banks - DNR, Garrett" <garrett.banks@state.co.us>

Thu, Nov 21, 2024 at 3:40 PM

Hello Mr. Banks, thank you for the email regarding my recent well registration application. I purchased the property in 2006. At the time it had a small cabin/shed on it and quite a bit of junk the previous owner had

been saving and spread around the building. At the time, I had no immediate interest in developing the property. Years later, as I was cleaning the site, I discovered the existing well head. I am now ready to build on the property and wanted to find out about the existing well. After doing a search, it seems there is no permit on file. I was advised to fill out the form that I submitted. If that was the incorrect form, I apologize, and would like to move forward with obtaining the correct permit. The intended use will be a single-family home. Please advise on how to proceed. Thank you for your assistance!

Best Regards,
- Rick Satava

From: Banks - DNR, Garrett <garrett.banks@state.co.us>
Sent: Tuesday, November 19, 2024 11:16 AM
To: rspidey@hotmail.com <rspidey@hotmail.com>
Subject: Regarding Registration of Existing Well Application 10038594

[Quoted text hidden]

Banks - DNR, Garrett <garrett.banks@state.co.us>
To: "R. Satava" <rspidey@hotmail.com>

Sat, Nov 30, 2024 at 9:31 AM

Dear Mr. Satava,

My apologies for the late reply as I have been away on a family emergency. Based on your reply It sounds like the well was constructed before May 8th 1972, but has not been used for more than 10 years. In that case we can permit the existing pre-1972 well as an exempt well for inside household uses. In that case, please fill out the attached GWS-44 and return directly to me.

Please be sure to fill out sections 1, 2, 4 (you only need fill the easting and northing portion using coordinates from your GWS-12 application), section 5 (the subdivision lot, block, filing, if applicable), 6, 9, and 11.

Please feel free to reach out to me if you have any questions.

Kind regards,

[Quoted text hidden]

 **GWS-44 Residential Water Well Permit Application (4).pdf**
800K

R. Satava <rspidey@hotmail.com>
To: "Banks - DNR, Garrett" <garrett.banks@state.co.us>

Mon, Dec 2, 2024 at 12:44 PM

Hello Mr. Banks,

Thank you for your email regarding my recent well application. As you suggested, I have completed and attached the GWS-44 form. I filled it out as completely as possible. Please let me know if I missed something or if you need more information. Thank you again for your assistance!

Best regards,
- Rick Satava

From: Banks - DNR, Garrett <garrett.banks@state.co.us>
Sent: Saturday, November 30, 2024 8:31 AM

To: R. Satava <rspidey@hotmail.com>

Subject: Re: Regarding Registration of Existing Well Application 10038594

[Quoted text hidden]



GWS-44 Residential Water Well Permit Application_signed.pdf
548K

Banks - DNR, Garrett <garrett.banks@state.co.us>

Tue, Dec 3, 2024 at 5:24 PM

To: "R. Satava" <rspidey@hotmail.com>

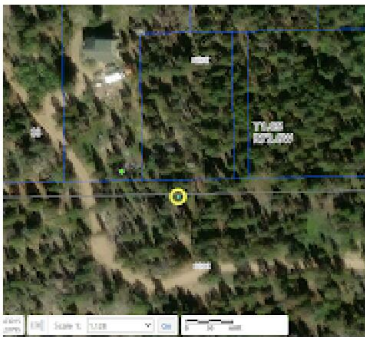
Hi Mr. Satava,

Thank you for your reply and the requested form. One last thing, it looks like the location of the well you've provided is not on your parcel, but about 30 feet south of your parcel (see attached image). Could you please provide me with an updated location of the well?

You may use the following [link to the property on googlemaps](#), and **right-click** in the approximate location of the well. The Latitude and Longitude will pop up in a white box. Please copy and send in reply to this email.

Kind Regards,

[Quoted text hidden]



Screenshot 2024-12-03 172212.png
660K

R. Satava <rspidey@hotmail.com>

Wed, Dec 4, 2024 at 8:13 AM

To: "Banks - DNR, Garrett" <garrett.banks@state.co.us>

Hello Mr. Banks,

I apologize, as I may have mentioned, most of the information and advice regarding this well was provided to me. I believe the location of the well is close to 39.915571,-105.444615. However, it is difficult to tell on Google maps without the property lines. If that location is not correct, the well is located in the SE corner of the property, approximately 20 ft from the southern boundary line and 5 ft from the eastern boundary line. I recently had the property surveyed to confirm that the well is indeed on my property.

As a side note, if the green dot on the image you provided is the listed location of the existing well for the adjacent property, the correct location would more accurately be 39.915828,-105.445001. I'm not sure if that matters, but I thought I would mention it.

Thank you again for your assistance and I apologize for any inconvenience.

Best regards,
- Rick Satava

From: Banks - DNR, Garrett <garrett.banks@state.co.us>

Sent: Tuesday, December 3, 2024 4:24 PM

[Quoted text hidden]

[Quoted text hidden]

Attachment 2

AUTHORIZATION TO APPLY

Gilpin County

Department of Community Development



Application Number:	BLE-25-7
Primary Applicant:	RichardSatava
Parcel 1 AAN	158133401047
Parcel 2 AAN	158133401046
Parcel 3 AAN	
Parcel 4 AAN	
Parcel 5 AAN	
Parcel 6 AAN	
Parcel 7 AAN	
Parcel 8 AAN	

The primary applicant is seeking a Boundary Elimination of the above named parcels by Assessor Account Number. Approval of this application will result in the elimination of one or more of these parcels. Once approved and recorded, this process can not be reversed. Previously eliminated parcels can not be re-subdivided. This authorization form will need to be completed by each individual owner that is currently listed on the deeds subject to this Boundary Line Elimination.

By printing and signing my name below, I attest that I am the legal owner of at least one of the subject parcels to this Boundary Line Elimination. I authorize the primary applicant listed on this Boundary Line Elimination application to seek a Boundary Line Elimination with the Gilpin County Board of County Commissioners.

This form must be notarized.

RICHARD SATAVA
Printed Name

Richard Satava
Signed Name

State of _____

County of _____ <N>

Signed before me on _____ (date) by _____ (name(s) of individual(s))

Signature of notarial officer _____

Stamp _____

(_____) (Title of office)

See Attached Certificate

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

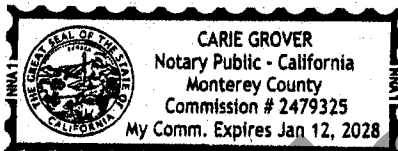
State of California

County of Monterey

On October 27th 2025 before me, Carie Grover - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Richard Salava
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



my Commission Expires on
Jan 12th 2028

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Carie Grover

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Gilpin County

Title or Type of Document: Auth to Apply - Department of Community Development

Document Date: _____ Number of Pages: 1ps

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Richard Salava

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☒ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

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☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Gilpin County Assessor Data Site

April Nielsen, P.O. Box 338, Central City, CO, 80427

(P) 303 582-5451 | (F) | (E) anielson@gilpincounty.org

Account Information

PIN	158133401047
ACCOUNTNUMBER	R005630
ACCOUNTTYPE	RealAccount
XCLASSDESC	VACANT LAND
XPROPERTYCODE	0100
XPROPERTYCODEDESC	VACANT RES LAND
PARCELNUMBER	158133401047
SITUS2	109 LOS HERMANOS WAY BLACK HAWK CO 80422
LEGALSUMMARY	S: 33 T: 1S R: 72W Subd: BRICKEY HIGHLANDS #1 Lot: 046 (W 110 FT) .60TA & IMPS
CITY	BLACK HAWK
ZIP	80422
PLATTEDSUBDIVISION	24_BRICKEY HIGHLANDS #1
NEIGHBORHOOD	104.02_BRICKEY HIGHLANDS
PLSSLEGAL	S: 33 T: 1S R: 72W
PLSSLEGAL_RANGE	72W
PLSSLEGAL_TOWNSHIP	1S
PLSSLEGAL_SECTION	33
TAXAREAID	058_TAX AREA 58-TIMBERLINE FD - 058
OWNERNAME	SATAVA RICHARD M
OWNERADDRESS	PO BOX 3331 NEDERLAND, CO 80466
CONFIDENTIAL	0
MODELLIST	1-MODEL_LAND
MAPLINK	https://www.google.com/maps?q=39.915754,-105.444712

Additional Owner Details

Owner Name	Owner Address
SATAVA RICHARD M	PO BOX 3331 NEDERLAND, CO 80466

Sales Information

Date	Deed Type	Doc Number	Grantor	Grantee	Amount
06/20/2006	WD	130203	MORROW WESLEY R	SATAVA RICHARD M	22,000
05/09/1986	WD	B: 375 P: 364	THORTON JAMES L	MORROW WESLEY R	3,800

Values and Estimated Taxes

Tax Year	Taxable	Actual	Mill Levy	Estimated Tax
2023	\$4,190.00	\$15,000.00	66.281	\$277.72
2024	\$4,190.00	\$15,000.00	66.785	\$279.83
2025	\$4,050.00	\$15,000.00	66.785	\$270.48

Property Details

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(P) 303 582-5451 | (F) | (E) anielsen@gilpincounty.org

Model	Attribute Name	Attribute Value
LAND 1		
	NEIGHBORHOOD	104.02_BRICKEY HIGHLANDS
	ABSTRACT_CODE	0100_VACANT RES LAND
	LAND_CODE	10003_BRKY HI VAC LT
	ACTUALAREA	1.0000
	USE_CODE	1000_RESIDENTIAL
	ZONING	13_RES RESIDENTIAL

Property Images

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PIN	158133401046
ACCOUNTNUMBER	R011739
ACCOUNTTYPE	RealAccount
XCLASSDESC	RESIDENTIAL
XPROPERTYCODE	1112
XPROPERTYCODEDESC	RES LAND IMP
PARCELNUMBER	158133401046
SITUS2	BLACK HAWK CO 80422
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PLSSLEGAL_RANGE	72W
PLSSLEGAL_TOWNSHIP	1S
PLSSLEGAL_SECTION	33
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OWNERNAME	SATAVA RICHARD M
OWNERADDRESS	PO BOX 3331 NEDERLAND, CO 80466
CONFIDENTIAL	0
MODELLIST	1-MODEL_LAND
MAPLINK	https://www.google.com/maps?q=39.915758,-105.444464

Additional Owner Details

Owner Name	Owner Address
SATAVA RICHARD M	PO BOX 3331 NEDERLAND, CO 80466

Sales Information

Date	Deed Type	Doc Number	Grantor	Grantee	Amount
08/13/2025	QC	178838	TORP DEBORAH A	SATAVA RICHARD M	6,500

Values and Estimated Taxes

Tax Year	Taxable	Actual	Mill Levy	Estimated Tax
2023	\$500.00	\$7,500.00	66.281	\$33.14
2024	\$500.00	\$7,500.00	66.785	\$33.39
2025	\$470.00	\$7,500.00	66.785	\$31.39

Property Details

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(P) 303 582-5451 | (F) | (E) anielsen@gilpincounty.org

Model	Attribute Name	Attribute Value
LAND 1	NEIGHBORHOOD	104.02_BRICKEY HIGHLANDS
	ABSTRACT_CODE	1112_RES LAND IMP
	LAND_CODE	111203_BRKY HI IMP
	ACTUALAREA	1.0000
	USE_CODE	1000_RESIDENTIAL

Property Images



Approval of a Contract to Provide Back Up and On Call Supervision for Child and Adult Protection

Agenda Item Staff Report, Board of County Commissioners

Requested by: Janey Barker, Human Services Director, Human Services

Additional Presenters:

Meeting Date: November 18, 2025

Public Hearing Required? No

Background/Request Description: Colorado Revised Statute Title 19 and Colorado Code of Regulations Volume 7 require all counties in Colorado to have staff continuously available 24 hours a day to receive and review referrals of alleged abuse and/or neglect. This requirement puts a special strain on small counties to meet this demand. Gilpin County Human Services has created an on call policy and uses a monthly calendar to schedule a caseworker and a supervisor to each day for 24 hour shifts. Gilpin County's small staff requires the Child and Adult Protection Program Manager (supervisor) to be on call all the time as the supervisor unless they schedule time off. In this persons absence the Human Services Director at this time is qualified and able to cover. It is a large burden for 1 or 2 people to cover the supervisory portion of on call and it takes a toll, effecting worker satisfaction and longevity. I have been able to find a person who has worked in child welfare for many, many years and in her retirement she contracts with a few small counties, particularly in the Norwest region of the state, to provide back up support for on call supervision. She maintains her certification through the state and comes highly recommended. I ask that the Board approve this contract with the intent to alleviate the extra pressure and demands placed on the Child and Adult Protection Program Manager position by using the contracted individual to provide on call supervision duties at least one week per month. The cost for after hours supervision as stated in the contract would be \$250 per week, totaling \$3,000. There may be other situations where having this back up supervision support would be needed, so we are asking for the contract to not exceed \$17,000. The amount will be taken from our child welfare block and therefore, the county expenditure will be 20%. I am requesting the contract go into effect November 14, 2025 and run through December 31, 2026. Our new program manager is working through her requirements to be child welfare supervisor certified and this will happen by December 15, 2025. As the Director, I am currently supervisor certified; however, I am out of the office on approved leave from November 14 - 30, 2025. We will need to utilize this contract to cover supervisory duties while I am away and before the new program manager is certified. The plan to utilize this contract at least monthly will begin in January 2026. I have attached our on call policy, with the requirements for you to review, as well as the contract and the resolution.

Requested Action: It is recommended the Board approve the resolution

Alternatives: The Board may choose to deny, edit or delay for more information.

Fiscal Impacts: Yes. Budget will need to be changed for 2025 as well as 2026

Legal Impacts: Yes. This is a contract and should be reviewed by our legal team. I believe the County Manager has already sent it to our legal team?

Environmental Impacts: None.

Human Resources Impacts: None.

Grant-Related? No.

Approval of a Contract to Provide Back Up and On Call Supervision for Child and Adult Protection

WHEREAS, Contractor desires to provide Back-Up and On-Call Supervision services for Child and Adult Protection on an independent contractor basis as set forth in this Agreement; and

1. The Board finds that the Agreement with Catherine Craig is deemed to be in the best interest of Gilpin County, its residents, and visitors; and
2. The Board hereby authorizes the County Manager, with consultation by the County Attorney, to sign the contract, not to exceed \$17,000 through December 31, 2026, on behalf of the Gilpin County Board of County Commissioners.

ATTEST:

Sandy Hollingsworth, Chair

STATE OF COLORADO)
)ss.
COUNTY OF GILPIN)

Witness my hand and official seal

RECORDING STICKER

GILPIN COUNTY
DEPARTMENT OF HUMAN SERVICES

TITLE: Gilpin County Department of Human Services: Children, Youth, Family and Adult Protection Caseworker On Call Procedure		
REGULATIONS: :Colorado Department of Human Services(CDHS) CRS 19-1-103(38),(81), 19-1-113(1),(7),19-1-115(6)(II),(7)(a)(b)(c)(I)(II)(III)(IV),(8)(II),19-3-304.5(1)(a)(b),(2)(a)(b),19-3-307, 19-3-308(1)(a),(4)(b),19-3-401(1),		
DIVISION DIRECTOR APPROVAL Janey Barker	EFFECTIVE DATE May 1, 2022	REVISION DATE November 20, 2023

Purpose

The Gilpin County Department of Human Services (GCDHS): Children, Youth, Family and Adult Protection team uses the Colorado Hotline County Connections Center to record incoming reports of abuse and/or neglect on behalf of the county. Per Colorado State rules and regulations, reports of child abuse and abuse of elderly adults are required to be documented twenty-four hours a day, seven days per week. Therefore, Gilpin County Department of Human Services is required to have a certified caseworker available to be notified of these reports, respond that they have been notified, and accept the referral in the comprehensive child welfare information system (CCWIS), also known as Trails. Furthermore, the caseworker is responsible for notifying and reviewing the referral with a supervisor and finally, responding out in the community if deemed necessary. This document outlines the On Call Procedures for Gilpin County Department of Human Services: Children, Youth, Family and Adult Protection.

Definition

12 CCR 2509-2; CHILD WELFARE SERVICES; Volume 7.102 & 103 REFERRAL AND ASSESSMENT: All reports that meet the definition of a referral for intrafamilial, third party, or institutional abuse and/or neglect shall be entered into the state automated case management system. When available, the county department shall gather the information in Section 7.103.1, A and/or B, and conduct an initial review. The initial review shall decide if no further action is required, if the referral shall be assigned for assessment, the appropriateness of an immediate response to an assessment, the need for red team review, and/or the appropriateness of a referral to prevention services.

Procedures

When the caseworker, HCCC or another county department enters a report of child abuse and/or neglect into the CCWIS (Trails) on behalf of Gilpin County, it shall transfer the referral through the CCWIS within two (2) hours after the call is completed.

The method for notification is as follows:

1. When a referral is sent during regular business hours, notification shall be through telephone call, voicemail, e-mail, text, or other emerging technology, and shall be documented in the CCWIS; or,
2. When a referral is sent outside of regular business hours, notification shall be through personal contact to a person who is the appropriate county department representative, and shall be documented in the CCWIS.

When Gilpin County receives referrals from the HCCC or another county department, Gilpin County shall confirm receipt of the referral within two (2) hours through the CCWIS

All referrals shall be reviewed and approved by a supervisor, and documented in the CCWIS. The review shall include, at a minimum, two certified child welfare staff. The initial review shall include consideration of child vulnerability, history for the family located in the CCWIS and relevant criminal history. The initial review shall decide if the referral shall be assigned for an immediate response or for RED team review. An immediate response is required when a referral indicates:

1. There may be present danger of moderate to severe harm; or,
2. The child's vulnerability and/or factors such as drug and alcohol abuse, violence, isolation, or risk of flight increase the need for immediate response.
3. An immediate response shall require a response within eight (8) hours from the receipt of the referral. If the victim child(ren)/youth cannot be located within the initial time frame, subsequent face to face contact attempts shall continue to be made every twenty-four (24) hours from the time of the initial attempted contact.

Gilpin County Department of Human Services will produce a monthly On Call Calendar to be distributed to all appropriate parties at least 2 days before the start of each month. The calendar will list who is scheduled as the on-call caseworker and supervisor for each day, as well as contact information for each person listed on the calendar.

On-call hours are from 12:00 am to 12:00 am the next day. This can be adjusted as needed. Days will be determined ahead of time and agreed upon by caseworkers and supervisors.

Caseworkers will receive an additional pay of \$42.86 per day for on-call coverage, this includes after hours, weekend and holiday time spent on-call. Supervisors currently do not receive any additional pay for supervisor on call duties. Supervisors can receive the additional pay of \$42.86 per day if they are the on-call caseworker.

If a caseworker is required to respond in person to an after-hours on-call emergency they will be paid for the time worked or a minimum of two hours, whichever is greater. Time worked while responding to an on-call emergency will be calculated at the employee's regular rate of pay. Overtime compensation is applicable only when total hours worked exceed 40 hours in the regular full-time work week cycle.

Caseworkers that provide necessary services from home or respond WITHOUT reporting in person will NOT have a guaranteed minimum of two hours. Instead, employees responding from home will be paid for the actual time they are on-duty responding to a call, entering information into the CCWIS system, researching relevant data, troubleshooting a problem/issue, etc.

Expectations for Caseworkers On-Call:

On call times are from 12am to 12am the next day. Days will be determined ahead of time and agreed upon by caseworkers and supervisor. These will be documented on a calendar and given to the caseworkers by the 1st of every month. The supervisor will send out calendar invites to caseworkers unless otherwise delegated to a caseworker.

If you are on-call, you are the person to respond to any emergencies during the day, evening and/or night. You will staff the referrals with a supervisor day, evening, and/or night. If it is determined a referral needs immediate response you will be the one to respond.

It is expected you will be able to respond to anywhere in Gilpin County within 1.5 hours, preferably sooner.

- If you need to stop for gas, please inform your supervisor.
- This is not the time to;
 - Take a shower,
 - Cook a meal,
 - Stop for a coffee, energy drink, meal, snacks, and/or cigarettes/vapes, etc.

If you will be farther away from Gilpin County than 1.5 hours, you need to get someone else to cover your on call and you will forfeit being paid for that day. Please confirm with your supervisor of any changes you would like to make to the on-call schedule. If this becomes a habitual occurrence, disciplinary actions may be taken to include but not limited to write up's and/or termination.

You are responsible for referrals that come in through hotline during the day as well as after hours:

- If it is after hours, the hotline will call you to let you know they are transferring a referral to our county - you need to be available to answer these calls. If you do not answer the call and they leave a message, please call them back as soon as possible. If the hotline is not able to reach you after trying your work and personal phone, they will call the supervisor. If you are going to be in an appointment (therapy, doctors, etc.) communicate with your supervisor. If the hotline reaches the supervisor and you have not yet communicated beforehand this could result in disciplinary actions including but not limited to a write up and/or termination.
- Once you are assigned a hotline ID, you will be required to login to the hotline system on your assigned on-call days. You will be responsible for taking hotline calls that are for Gilpin County starting at 8am till 4:30pm.
 - During business hours the hotline will transfer the hotline call to you. You will be expected to take the hotline call, complete the referral in Trails and staff it with a supervisor to determine if the referral requires an immediate response.
 - If you are scheduled to be on-call, personal appointments should be made for days that you are not on-call. If it absolutely unavoidable, you need to communicate with your team members to see if they can cover while you are at your appointment.
 - If you are needing to schedule a home visit and you are scheduled to be on-call, please check with your team to see if there is anyone to cover the hotline until you get back. You may ask your supervisor as a last resort.
 - If no one is available to log into the hotline, this needs to be approved by the supervisor in advance unless the caseworker is responding to an immediate with the supervisor.
 - For lunch and additional breaks throughout the day, you must be communicating with your team to find coverage for the hotline. You may ask the supervisor as a last resort.
 - The on-call caseworker is responsible to pull Trails and Co-Courts history for the referral. The on-call caseworker may ask for help from their team. The history should be emailed out to the team unless otherwise instructed to enter the history into the framework.
- Sometimes the hotline will send an email to everyone stating that they are transferring a referral. You need to respond to that email stating that we received their email and will take care of the referral. You will need to inform the supervisor that a referral has come in and determine with the supervisor if an immediate response is needed.

- Go onto Trails Mod and accept the transfer.
- The caseworker who is scheduled to be on-call is the person to respond to the email. If you are covering, this becomes your responsibility.
- If this requires an immediate response, the covering caseworker can inform the on-call caseworker immediately. If it does not, the covering caseworker can inform the on-call caseworker when they return to the office.
- Communicate with the supervisor regarding the contents of **all** referrals received (history, allegations, concerns, risk, any relevant known information) to determine if an immediate response is needed.
 - When trying to reach the supervisor you may call their work cell phone, personal cell phone, house phone (if they have one), text their cell phone and/or text their personal cell phone. Please make more than one effort to reach the supervisor if they don't answer the first way you try.
- If an immediate response is needed, you will respond in person as guided by the supervisor. **You will discuss with your supervisor if you will need or if you should bring Law Enforcement with you to ensure safety.**
- Please maintain contact with the supervisor and give updates about what you are doing, where you are and any support you need.

You need to have your on-call book, work cell phone, and work computer with you at all times while on call so you can respond quickly if needed.

Keep your on-call book stocked with necessary paperwork - refill as needed.

The on-call caseworker is also responsible for checking their email throughout their on-call shift for Adult Protection hotline reports. The HCCC only provides an email notification for these reports. At the discretion of the on-call supervisor, the on-call caseworker may be allowed to check emails on their phone rather than their computers.

Expectations for Supervisors On-Call:

The on-call supervisor is not compensated for their time on-call beyond their normal salary at this time. The on-call supervisor needs to be available to staff incoming referrals at all times (24 hours a day, 7 days a week, 365 days a year) with the on-call caseworker. If the on-call supervisor misses a call they are responsible to call the on-call caseworker back as soon as possible.

The on-call supervisor will staff incoming referrals with the on-call caseworker to determine if an immediate response is needed or if a RED team can be held.

When an immediate response is needed the on-call supervisor will support the on-call caseworker while they are out in the field - ie: be available for phone calls, texts, look up information in Trails and/or CoCourts, help with finding placement if needed, remind caseworkers of requirements if they are new workers, and when the situation requires more than one child welfare or adult protection staff member, the on-call supervisor will respond to support the caseworker.

The on-call supervisor will need to have their on-call book, work cell phone, work computer and other necessary items with them at all times while on-call.

When a supervisor is working their on-call shift they shall not consume alcohol or other substances. This is a violation that could result in a corrective action or termination.

I understand and agree to comply with **Gilpin County's Caseworker On Call Policy**. I further understand that failure to comply with this policy may result in dismissal from employment. I also understand that if I have any questions on these policies and procedures, I can contact the Child and Adult Protection Program Manager or the Human Services Director.

Printed Name

Signature

Date

GILPIN COUNTY
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 - If no one is available to log into the hotline, this needs to be approved by the supervisor in advance unless the caseworker is responding to an immediate with the supervisor.
 - For lunch and additional breaks throughout the day, you must be communicating with your team to find coverage for the hotline. You may ask the supervisor as a last resort.
 - The on-call caseworker is responsible to pull Trails and Co-Courts history for the referral. The on-call caseworker may ask for help from their team. The history should be emailed out to the team unless otherwise instructed to enter the history into the framework.
- Sometimes the hotline will send an email to everyone stating that they are transferring a referral. You need to respond to that email stating that we received their email and will take care of the referral. You will need to inform the supervisor that a referral has come in and determine with the supervisor if an immediate response is needed.

- Go onto Trails Mod and accept the transfer.
- The caseworker who is scheduled to be on-call is the person to respond to the email. If you are covering, this becomes your responsibility.
- If this requires an immediate response, the covering caseworker can inform the on-call caseworker immediately. If it does not, the covering caseworker can inform the on-call caseworker when they return to the office.
- Communicate with the supervisor regarding the contents of **all** referrals received (history, allegations, concerns, risk, any relevant known information) to determine if an immediate response is needed.
 - When trying to reach the supervisor you may call their work cell phone, personal cell phone, house phone (if they have one), text their cell phone and/or text their personal cell phone. Please make more than one effort to reach the supervisor if they don't answer the first way you try.
- If an immediate response is needed, you will respond in person as guided by the supervisor. **You will discuss with your supervisor if you will need or if you should bring Law Enforcement with you to ensure safety.**
- Please maintain contact with the supervisor and give updates about what you are doing, where you are and any support you need.

You need to have your on-call book, work cell phone, and work computer with you at all times while on call so you can respond quickly if needed.

Keep your on-call book stocked with necessary paperwork - refill as needed.

The on-call caseworker is also responsible for checking their email throughout their on-call shift for Adult Protection hotline reports. The HCCC only provides an email notification for these reports. At the discretion of the on-call supervisor, the on-call caseworker may be allowed to check emails on their phone rather than their computers.

Expectations for Supervisors On-Call:

The on-call supervisor is not compensated for their time on-call beyond their normal salary at this time. The on-call supervisor needs to be available to staff incoming referrals at all times (24 hours a day, 7 days a week, 365 days a year) with the on-call caseworker. If the on-call supervisor misses a call they are responsible to call the on-call caseworker back as soon as possible.

The on-call supervisor will staff incoming referrals with the on-call caseworker to determine if an immediate response is needed or if a RED team can be held.

When an immediate response is needed the on-call supervisor will support the on-call caseworker while they are out in the field - ie: be available for phone calls, texts, look up information in Trails and/or CoCourts, help with finding placement if needed, remind caseworkers of requirements if they are new workers, and when the situation requires more than one child welfare or adult protection staff member, the on-call supervisor will respond to support the caseworker.

The on-call supervisor will need to have their on-call book, work cell phone, work computer and other necessary items with them at all times while on-call.

When a supervisor is working their on-call shift they shall not consume alcohol or other substances. This is a violation that could result in a corrective action or termination.

I understand and agree to comply with **Gilpin County's Caseworker On Call Policy**. I further understand that failure to comply with this policy may result in dismissal from employment. I also understand that if I have any questions on these policies and procedures, I can contact the Child and Adult Protection Program Manager or the Human Services Director.

Printed Name

Signature

Date

Gilpin County Independent Contractor Agreement

THIS AGREEMENT, effective November 14, 2025, is by and between the Department of Human Services of Gilpin County Colorado (hereinafter the "Department"), and Catherine Craig, 916 Red Tail Lane, Silt, CO 81652 (hereinafter the "Contractor").

WHEREAS, the Department desires to contract with the Contractor to provide Back-Up and On-Call Supervision services for Child and Adult Protection in accordance with the terms of this Agreement; and

WHEREAS, Contractor desires to provide Back-Up and On-Call Supervision services for Child and Adult Protection on an independent contractor basis as set forth in this Agreement; and

NOW THEREFORE, in consideration for the mutual promises made herein, the Department and the Contractor agree as follows:

1. **Services.** Contractor agrees to perform the following services and duties for the Department:

Contractor will provide Back-Up and On-Call Supervision services for Child and Adult Protection on an as needed basis. The intention of the Department is to utilize these services at least one week per month. See Attachment A for specific Scope of Work. See Attachment B for Gilpin County Human Services On Call Policy.

2. **Compensation & Billing.** The maximum amount of this contract is **\$17,000.**

The Department agrees to pay the Contractor for services rendered at the following fees:

Service	Fee
Daily daytime on call supervision	\$ 20.00/day
Daily after hours on call supervision	\$ 30.00/day
Weekly daytime on call supervision	\$ 100.00/week
Weekly after hours on call supervision	\$ 250.00/week
Weekly daytime & after hours on call supervision	\$ 350.00/week
Saturday, Sunday or holiday on call supervision	\$ 50.00/day

Contractor shall provide monthly itemized billing statements to the Department no later than the fifteenth (15th) of the month following the month that services were rendered, for review of charges to the Department. Prior to payment approval, the Department or the County may request additional information from the Contractor to justify the itemized billing statement. The Department will process approved monthly billing statements for payment within thirty (30) days. Monthly billing statements received after ninety (90) days from the date of service will be subject to non-payment.

3. **Appropriation.** This Agreement is subject to and contingent upon the continuing availability of agency funding.

4. **Term.** The term of this Agreement shall be from November 14, 2025 to December 31, 2026.

5. **Termination.** Either party may terminate this agreement upon thirty (30) days prior written notice to the other party.

6. **Independent Contractor.** The parties understand and agree that Contractor is an independent contractor and that Contractor is not an employee of the County, nor is Contractor entitled to County employment benefits. Contractor represents and acknowledges that the services performed under this Agreement will be done using Contractor's own equipment and at hours determined by this Agreement. Contractor is engaged in providing these types of services for persons or entities other than the County, and Contractor is not required to provide services exclusively to the County during the term of this Agreement. CONTRACTOR UNDERSTANDS AND AGREES THAT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THIS AGREEMENT.

7. **Work Quality.** Contractor warrants to the County that all services provided will be of professional quality and in conformance with this Agreement.

8. **Work Product.** Any data, reports, documents, or other things or information provided by the County to Contractor during the performance of services under this Agreement and any reports or other writings required under the services of this Agreement shall be and remain the sole property of the County and the Department at all times. Contractor shall maintain files as appropriate, and agrees all files are and shall remain the property of the Department. The Department may review such files at any time and, in the event the Agreement is terminated, Contractor shall release and/or return any such files to the Department upon request.

9. **Indemnification and Insurance.** Contractor shall indemnify and hold harmless the County, the Department, and the Board of County Commissioners and the Colorado Department of Human Services from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions of Contractor or otherwise arising out of the performance of the services by the Contractor. Contractor agrees to purchase and maintain adequate insurance coverage for complying with all of the terms, conditions and liabilities accepted or assumed under this Contract.

10. **Civil Rights Compliance.** Contractor certifies that Contractor is in compliance with all state and federal statutes regarding Civil Rights. Contractor agrees that he/she/they shall comply with the requirements of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin or handicap. Contractor also agrees to comply with the Drug Free Work Place Act.

11. **Undocumented Residents/Authorization to Work.** If Contractor has no employees, Contractor will provide evidence of authorization to work as required by §24-76.5-101, et seq., C.R.S. prior to provision of the services.

12. **Confidentiality.** Contractor shall keep all information he/she/they obtains about families and children referred from the Department in the strictest of confidence pursuant to applicable state and federal law and regulations. Contractor shall at all times observe confidentiality of records. Except as provided by law, no information, including identifying information, in possession of Contractor about any individual or family referred by Department shall be disclosed in any form.

13. **Health Insurance Portability and Accountability Act (HIPAA).** The parties may receive or create certain health or medical information ("Protected Health Information" or "PHI") in connection with the performance of the Contract. This PHI is subject to protection under state and federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191. Contractor specifically agrees to safeguard and protect the confidentiality of PHI consistent with applicable law, including currently effective provisions of HIPAA and the Regulations. During the term of the Agreement, Contractor shall notify Department of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Contractor shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

14. **Access to Files and Information Relating to Agreement.** Contractor shall allow any duly authorized representative of the Department or any duly authorized representative of the Colorado Department of Human Services to have full access to any and all records, files and/or transactions related to this Agreement. Said access shall be granted for a full five (5) years after the final payment under this Agreement.

15. **Third Parties.** This Agreement does not and shall not be deemed to confer upon any third party any rights to claim damages or bring suit, or other proceeding against the County, the Department, the Board of County Commissioners or Contractor because of any term contained in this Agreement.

16. **Assignment.** This Agreement is for personal services predicated upon Contractor's special abilities or knowledge and Contractor shall not assign Agreement in whole or in part without prior written consent of the Board of County Commissioners.

17. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

18. **Modification.** This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

By signing below, I agree to the terms and conditions outlined in this agreement.

Catherine Craig

Date

AND

Janey Barker, Human Services Director

Date

AND

Ray Rears, County Manager

Date

Attachment A

Contract for Supervision of Adult and Child Welfare Caseworkers

Statement of Work

Prepared date: 11/5/2025

Effective date: 1/1/2026

Scope of Work

Gilpin County Adult and Child Welfare Contract for Supervision with Catherine Craig

This scope of work outlines the activities, deliverables, and responsibilities involved in providing supervision support to Gilpin County Adult and Child Welfare Caseworkers.

1. Objective:

- a. To support Adult and Child Welfare services by providing supervision for child welfare caseworkers.
- b. To provide additional support to the full time Supervisor/Program Manager hired by Gilpin County Adult and Child Welfare.
- c. To provide on call supervisor coverage.

2. Activities:

- a. Cultivate a trusting relationship with the caseworkers and Program Manager in order to support the development of their practice.
- b. Provide supervision to caseworkers on an as needed basis.
- c. Provide on call supervision support one week per month at a minimum or as requested by Gilpin County Human Services.

3. Deliverables:

- a. The Contractor will meet with the Program Manager and/or Director of Gilpin County Human Services as needed and/or requested to provide updates on on-call activities, assessments and/or cases.
- b. The Contractor will maintain Child Welfare Supervisor Certification through the Child Welfare Training System at their own expense and on their own time.

4. Responsibilities:

- a. After Hours Supervision: The Contractor will be available by phone 24 hours a day on weekends and at night during weekdays (4:30pm to 8am the next day) in order to supervise caseworkers while they are on-call.
- b. Daytime Supervision: The Contractor will be available by phone during regular business hours (8am to 4:30pm Monday thru Friday) in order to supervise caseworkers as needed; including approval of Trails items, RED Teams, review of referrals, etc.

- c. Daytime and After Hours Supervision will include both responsibilities listed above.
5. **Timeline:**
- a. The scope of work will be implemented from November 14, 2025 to December 31, 2026 or the end of the funding availability, whichever comes first.
6. **Evaluation:**
- a. Regular evaluation and feedback mechanisms will be established to assess the impact and effectiveness of contracted supervision.
7. **Budget:**

Service	Fee
Daily daytime on call supervision	\$ 20.00/day
Daily after hours on call supervision	\$ 30.00/day
Weekly daytime on call supervision	\$ 100.00/week
Weekly after hours on call supervision	\$ 250.00/week
Weekly daytime & after hours on call supervision	\$ 350.00/week
Saturday, Sunday or holiday on call supervision	\$ 50.00/day

Janey Barker
Director
Gilpin County Human Services
15193 Hwy 119
Black Hawk, CO 80422
303-513-2406

GILPIN COUNTY
DEPARTMENT OF HUMAN SERVICES

TITLE: Gilpin County Department of Human Services: Children, Youth, Family and Adult Protection Caseworker On Call Procedure		
REGULATIONS: :Colorado Department of Human Services(CDHS) CRS 19-1-103(38),(81), 19-1-113(1),(7),19-1-115(6)(II),(7)(a)(b)(c)(I)(II)(III)(IV),(8)(II),19-3-304.5(1)(a)(b),(2)(a)(b),19-3-307, 19-3-308(1)(a),(4)(b),19-3-401(1),		
DIVISION DIRECTOR APPROVAL Janey Barker	EFFECTIVE DATE May 1, 2022	REVISION DATE November 20, 2023

Purpose

The Gilpin County Department of Human Services (GCDHS): Children, Youth, Family and Adult Protection team uses the Colorado Hotline County Connections Center to record incoming reports of abuse and/or neglect on behalf of the county. Per Colorado State rules and regulations, reports of child abuse and abuse of elderly adults are required to be documented twenty-four hours a day, seven days per week. Therefore, Gilpin County Department of Human Services is required to have a certified caseworker available to be notified of these reports, respond that they have been notified, and accept the referral in the comprehensive child welfare information system (CCWIS), also known as Trails. Furthermore, the caseworker

is responsible for notifying and reviewing the referral with a supervisor and finally, responding out in the community if deemed necessary. This document outlines the On Call Procedures for Gilpin County Department of Human Services: Children, Youth, Family and Adult Protection.

Definition

12 CCR 2509-2; CHILD WELFARE SERVICES; Volume 7.102 & 103 REFERRAL AND ASSESSMENT:

All reports that meet the definition of a referral for intrafamilial, third party, or institutional abuse and/or neglect shall be entered into the state automated case management system. When available, the county department shall gather the information in Section 7.103.1, A and/or B, and conduct an initial review. The initial review shall decide if no further action is required, if the referral shall be assigned for assessment, the appropriateness of an immediate response to an assessment, the need for red team review, and/or the appropriateness of a referral to prevention services.

Procedures

When the caseworker, HCCC or another county department enters a report of child abuse and/or neglect into the CCWIS (Trails) on behalf of Gilpin County, it shall transfer the referral through the CCWIS within two (2) hours after the call is completed.

The method for notification is as follows:

1. When a referral is sent during regular business hours, notification shall be through telephone call, voicemail, e-mail, text, or other emerging technology, and shall be documented in the CCWIS; or,
2. When a referral is sent outside of regular business hours, notification shall be through personal contact to a person who is the appropriate county department representative, and shall be documented in the CCWIS.

When Gilpin County receives referrals from the HCCC or another county department, Gilpin County shall confirm receipt of the referral within two (2) hours through the CCWIS

All referrals shall be reviewed and approved by a supervisor, and documented in the CCWIS. The review shall include, at a minimum, two certified child welfare staff. The initial review shall include consideration of child vulnerability, history for the family located in the CCWIS and relevant criminal history. The initial review shall decide if the referral shall be assigned for an immediate response or for RED team review. An immediate response is required when a referral indicates:

1. There may be present danger of moderate to severe harm; or,
2. The child's vulnerability and/or factors such as drug and alcohol abuse, violence, isolation, or risk of flight increase the need for immediate response.
3. An immediate response shall require a response within eight (8) hours from the receipt of the referral. If the victim child(ren)/youth cannot be located within the initial time frame, subsequent face to face contact attempts shall continue to be made every twenty-four (24) hours from the time of the initial attempted contact.

Gilpin County Department of Human Services will produce a monthly On Call Calendar to be distributed to all appropriate parties at least 2 days before the start of each month. The calendar will list who is scheduled as the on-call caseworker and supervisor for each day, as well as contact information for each person listed on the calendar.

On-call hours are from 12:00 am to 12:00 am the next day. This can be adjusted as needed. Days will be determined ahead of time and agreed upon by caseworkers and supervisors.

Caseworkers will receive an additional pay of \$42.86 per day for on-call coverage, this includes after hours, weekend and holiday time spent on-call. Supervisors currently do not receive any additional pay for supervisor on call duties. Supervisors can receive the additional pay of \$42.86 per day if they are the on-call caseworker.

If a caseworker is required to respond in person to an after-hours on-call emergency they will be paid for the time worked or a minimum of two hours, whichever is greater. Time worked while responding to an on-call emergency will be calculated at the employee's regular rate of pay. Overtime compensation is applicable only when total hours worked exceed 40 hours in the regular full-time work week cycle.

Caseworkers that provide necessary services from home or respond WITHOUT reporting in person will NOT have a guaranteed minimum of two hours. Instead, employees responding from home will be paid for the actual time they are on-duty responding to a call, entering information into the CCWIS system, researching relevant data, troubleshooting a problem/issue, etc.

Expectations for Caseworkers On-Call:

On call times are from 12am to 12am the next day. Days will be determined ahead of time and agreed upon by caseworkers and supervisor. These will be documented on a calendar and given to the caseworkers by the 1st of every month. The supervisor will send out calendar invites to caseworkers unless otherwise delegated to a caseworker.

If you are on-call, you are the person to respond to any emergencies during the day, evening and/or night. You will staff the referrals with a supervisor day, evening, and/or night. If it is determined a referral needs immediate response you will be the one to respond.

It is expected you will be able to respond to anywhere in Gilpin County within 1.5 hours, preferably sooner.

- If you need to stop for gas, please inform your supervisor.
- This is not the time to;
 - Take a shower,
 - Cook a meal,
 - Stop for a coffee, energy drink, meal, snacks, and/or cigarettes/vapes, etc.

If you will be farther away from Gilpin County than 1.5 hours, you need to get someone else to cover your on call and you will forfeit being paid for that day. Please confirm with your supervisor of any changes you would like to make to the on-call schedule. If this becomes a habitual occurrence, disciplinary actions may be taken to include but not limited to write up's and/or termination.

You are responsible for referrals that come in through hotline during the day as well as after hours:

- If it is after hours, the hotline will call you to let you know they are transferring a referral to our county - you need to be available to answer these calls. If you do not answer the call and they leave a message, please call them back as soon as possible. If the hotline is not able to reach you after trying your work and personal phone, they will call the supervisor. If you are going to be in an appointment (therapy, doctors, etc.) communicate with your supervisor. If the hotline reaches the supervisor and you have not yet communicated beforehand this could result in disciplinary actions including but not limited to a write up and/or termination.
- Once you are assigned a hotline ID, you will be required to login to the hotline system on your assigned on-call days. You will be responsible for taking hotline calls that are for Gilpin County starting at 8am till 4:30pm.
 - During business hours the hotline will transfer the hotline call to you. You will be expected to take the hotline call, complete the referral in Trails and staff it with a supervisor to determine if the referral requires an immediate response.
 - If you are scheduled to be on-call, personal appointments should be made for days that you are not on-call. If it absolutely unavoidable, you need to communicate with your team members to see if they can cover while you are at your appointment.

- If you are needing to schedule a home visit and you are scheduled to be on-call, please check with your team to see if there is anyone to cover the hotline until you get back. You may ask your supervisor as a last resort.
- If no one is available to log into the hotline, this needs to be approved by the supervisor in advance unless the caseworker is responding to an immediate with the supervisor.
- For lunch and additional breaks throughout the day, you must be communicating with your team to find coverage for the hotline. You may ask the supervisor as a last resort.
- The on-call caseworker is responsible to pull Trails and Co-Courts history for the referral. The on-call caseworker may ask for help from their team. The history should be emailed out to the team unless otherwise instructed to enter the history into the framework.
- Sometimes the hotline will send an email to everyone stating that they are transferring a referral. You need to respond to that email stating that we received their email and will take care of the referral. You will need to inform the supervisor that a referral has come in and determine with the supervisor if an immediate response is needed.
 - Go onto Trails Mod and accept the transfer.
 - The caseworker who is scheduled to be on-call is the person to respond to the email. If you are covering, this becomes your responsibility.
 - If this requires an immediate response, the covering caseworker can inform the on-call caseworker immediately. If it does not, the covering caseworker can inform the on-call caseworker when they return to the office.
- Communicate with the supervisor regarding the contents of **all** referrals received (history, allegations, concerns, risk, any relevant known information) to determine if an immediate response is needed.
 - When trying to reach the supervisor you may call their work cell phone, personal cell phone, house phone (if they have one), text their cell phone and/or text their personal cell phone. Please make more than one effort to reach the supervisor if they don't answer the first way you try.
- If an immediate response is needed, you will respond in person as guided by the supervisor. **You will discuss with your supervisor if you will need or if you should bring Law Enforcement with you to ensure safety.**

- Please maintain contact with the supervisor and give updates about what you are doing, where you are and any support you need.

You need to have your on-call book, work cell phone, and work computer with you at all times while on call so you can respond quickly if needed.

Keep your on-call book stocked with necessary paperwork - refill as needed.

The on-call caseworker is also responsible for checking their email throughout their on-call shift for Adult Protection hotline reports. The HCCC only provides an email notification for these reports. At the discretion of the on-call supervisor, the on-call caseworker may be allowed to check emails on their phone rather than their computers.

Expectations for Supervisors On-Call:

The on-call supervisor is not compensated for their time on-call beyond their normal salary at this time. The on-call supervisor needs to be available to staff incoming referrals at all times (24 hours a day, 7 days a week, 365 days a year) with the on-call caseworker. If the on-call supervisor misses a call they are responsible to call the on-call caseworker back as soon as possible.

The on-call supervisor will staff incoming referrals with the on-call caseworker to determine if an immediate response is needed or if a RED team can be held.

When an immediate response is needed the on-call supervisor will support the on-call caseworker while they are out in the field - ie: be available for phone calls, texts, look up information in Trails and/or CoCourts, help with finding placement if needed, remind caseworkers of requirements if they are new workers, and when the situation requires more than one child welfare or adult protection staff member, the on-call supervisor will respond to support the caseworker.

The on-call supervisor will need to have their on-call book, work cell phone, work computer and other necessary items with them at all times while on-call.

When a supervisor is working their on-call shift they shall not consume alcohol or other substances. This is a violation that could result in a corrective action or termination.

I understand and agree to comply with **Gilpin County's Caseworker On Call Policy**. I further understand that failure to comply with this policy may result in dismissal from employment. I also understand that if I have any questions on these policies and procedures, I can contact the Child and Adult Protection Program Manager or the Human Services Director.

Printed Name

Signature

Date



Resolution 25-127: Authorization to Execute 2026 Agreement for Building Plan Review and Inspection Services with Charles Abbott Associates, Inc.

Agenda Item Staff Report, Board of County Commissioners

Requested by: Jamie Boyle, Director of Community Development, Community Development

Additional Presenters:

Meeting Date: November 18, 2025

Public Hearing Required? No

Background/Request Description:

I. Purpose

To request Board approval of a resolution authorizing the County Manager to execute the 2026 Agreement for Building Plan Review and Inspection Services between Gilpin County and Charles Abbott Associates, Inc. (CAA).

II. Background

Charles Abbott Associates, Inc. currently provides contracted building plan review, inspection, and building official services for Gilpin County. These services include:

Building plan review for residential and commercial structures;

Building inspections for code compliance and safety; and

Building Official functions, including enforcement of adopted building codes, preparation of reports, and public engagement.

CAA's work ensures that the County fulfills its duties to enforce adopted building and safety codes and maintain compliance with all applicable local, state, and federal regulations.

The County has been satisfied with CAA's performance to date, including responsiveness, technical expertise, and professionalism in their delivery of services.

III. Discussion

The proposed 2026 Agreement is a continuation of existing services under the same terms and conditions as the 2025 contract. There are no changes to scope, rates, or fee structure from the prior year.

Under the agreement, CAA will continue to provide Building Official, Building Inspection, and Building Plan Review services as described in Exhibits A and B of the contract. The agreement will be in effect from January 1, 2026, through December 31, 2026, and may be terminated by either party with thirty (30) days' written notice.

CAA's compensation model remains based on a revenue-sharing structure, with CAA receiving 75% of total building permit and plan review fees collected per project, inclusive of all labor, equipment, and materials necessary to perform their duties. This structure ensures that the County's expenses are proportionate to permit activity and that costs do not exceed revenues.

IV. Fiscal Impact

There is no additional budget impact associated with this action. The agreement continues the existing contract structure where fees are paid from revenues generated through the County's building permitting process.

Requested Action: Staff requests that the Board of County Commissioners:

1. Approve the resolution authorizing execution of the 2026 Building Plan Review and Inspection Services Agreement with Charles Abbott Associates, Inc.; and
2. Authorize the County Manager to execute the agreement on behalf of Gilpin County with consultation by the County Attorney.

Alternatives: Do not authorize execution of the contract

Fiscal Impacts: None.

Legal Impacts: None.

Environmental Impacts: None.

Human Resources Impacts: None.

Grant-Related? No.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, STATE OF COLORADO**

**AUTHORIZING THE EXECUTION OF THE AGREEMENT FOR BUILDING PLAN REVIEW AND INSPECTION
SERVICES WITH CHARLES ABBOTT ASSOCIATES, INC.**

WHEREAS, Gilpin County, Colorado, a body politic and corporate duly organized and existing as a political subdivision of the State of Colorado, is authorized by the laws of the State of Colorado to make all contracts and do all other acts in relation to the property and concerns necessary to exercise its corporate or administrative powers pursuant to C.R.S. §30-11-101(d); and

WHEREAS, the Gilpin County Board of County Commissioners (hereinafter "Board") desires to continue the services of building plan review and inspection services; and

WHEREAS, Gilpin County has been satisfied with the services previously provided by Charles Abbott Associates, Inc.; and

WHEREAS, Charles Abbott Associates, Inc., represents that they have the skill, ability, and expertise to provide such services.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners as follows:

1. The Board finds that the Agreement with Charles Abbott Associates, Inc., is deemed to be in the best interest of Gilpin County, its residents, and visitors; and
2. Furthermore, the Board hereby authorizes the County Manager to execute the Building Plan Review and Inspection Service Agreement with Charles Abbott Associates, Inc., with consultation by the County Attorney on behalf of the Gilpin County Board of County Commissioners.

ADOPTED this _____ day of _____, 2025, by a vote of _____ to _____.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, COLORADO**

Kimberly Kaufman, Deputy County Clerk

Sandy Hollingsworth, Chair

RECORDING STICKER

RECORDING STICKER

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss.
COUNTY OF GILPIN)

Sandy Hollingsworth, Chair, and Kimberly Kaufman, Deputy County Clerk, County of Gilpin, acknowledged the foregoing Resolution before me this _____ day of _____, 2025.

Witness my hand and official seal

Notary Public

RECORDING STICKER

RECORDING STICKER

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of January, 2026, by and between GILPIN COUNTY hereinafter referred to as "County", with principal offices at 203 Eureka Street Central City, CO 80427, and CHARLES ABBOTT ASSOCIATES, INC., hereinafter referred to as "Consultant", with corporate offices located at 27201 Puerta Real, Suite 200, Mission Viejo, CA 92691 and local offices located at 4704 Harlan St, Suite 512, Lakeside, CO 80212.

WHEREAS, the County proposes to utilize the services of Consultant for Building Plan Review and Inspection Services.

WHEREAS, the Consultant has represented to the County that the Consultant has the requisite qualifications and experience, and has the requisite facilities to properly perform the proposed services in a thorough, competent, professional, and workmanlike manner.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. SCOPE OF SERVICES

- A. Consultant will perform services and the related work described above, attached as **EXHIBIT A**.
- B. Consultant will perform services based on directives issued by the County. Consultant will not undertake any work, which will result in costs, expenses, or fees without written permission from the County. Consultant will not further subcontract or assign said work to any other individual or company without consent of the County.
- C. The County may require Consultant to provide additional services beyond the items described in **Exhibit A**. For such services, the rates and quantities will be negotiated between the County and Consultant. If approved by the County, a written work order will be provided.

2. COMPENSATION

- A. The County will compensate Consultant according to the fee schedule outlined in **EXHIBIT B**.
- B. Consultant will provide monthly invoices, which will itemize all work performed in detail and related charges for that work. The County will pay each such invoice within thirty (30) days of receipt of each invoice. Consultant will provide an unconditional release for any and all amounts due upon receiving payment from the County. The County will contact Consultant not later than ten (10) days of receipt of any invoice which is in dispute.

3. TERM

- A. This Agreement will take effect January 1, 2026, and will remain in effect until December 31, 2026, unless otherwise terminated earlier by either Party as set forth in

Section 3.B.

- B.** This Agreement may be terminated by the County without cause by giving thirty (30) days' written notice to the Consultant. If this Agreement is terminated by the County, Consultant will be compensated for such services up to the point of termination based on the work completed to such date. Consultant may terminate this Agreement by providing the County with written notice, at least thirty (30) days in advance of such termination. If this Agreement is terminated by the Consultant, the Consultant will be compensated for services up to the point of termination, based on the work completed to such date.
- C.** Consultant will perform the services under this Agreement in a skillful and competent manner and according to the standards observed by a competent practitioner of the work in which Consultant is engaged. Services provided pursuant to this Agreement will be provided in a substantial, first class, and workmanlike manner to conform to the standards of quality normally provided in the field.

4. INSURANCE

- A.** Consultant will neither work under this Agreement until it has obtained all insurance required hereunder from a company or companies rated A or better, nor will Consultant allow any additional Sub-Consultant to commence work for any part of this Agreement until all insurance required of this Agreement (as outlined below) has been obtained.
- B.** Throughout the term of this Agreement, at Consultant's sole cost and expense, Consultant will keep, or cause to be kept, in full force and effect, for the mutual benefit of the County and Consultant the following insurance policies:
 - General Liability Insurance – Providing protection of \$1,000,000 per occurrence / \$2,000,000 annual aggregate against claims and liabilities for personal injury, death, or property damage arising from Consultant's activities.
 - Professional Liability Insurance – Providing protection for at least \$2,000,000 per occurrence/annual aggregate against claims and liabilities of the Consultant.
 - Automobile Liability Insurance – Providing protection for at least \$1,000,000 combined single limit.
 - Worker's Compensation Insurance – In accordance with the provisions of the laws of the State of Colorado.
- C.** All insurance required by this Agreement will be carried only with responsible insurance companies licensed to do business in the State of Colorado. General and Auto Liability policies will name the County, its officers, agents, and employees as additional insured.

5. INDEMNIFICATION

The Consultant shall defend, indemnify, and hold harmless the County, its officers, directors, employees, and agents from and against all Claims, to the extent arising out of Consultant's gross negligence or willful misconduct in the performance of its obligations under this Agreement.

6. NONDISCRIMINATION BY CONSULTANT

Consultant represents and agrees that Consultant does not and will not discriminate against any sub-consultant, employee, or applicant for employment because of race, religion, color, gender, handicap, or national origin. Such nondiscrimination will include, but not be limited to, the following: employment, upgrading, promotion, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

7. CONSULTANT'S RECORDS

Consultant will keep records and invoices in connection with its work to be performed under this Agreement. Consultant will maintain complete and accurate records with respect to the costs incurred under this Agreement. All such records will be clearly identifiable. Consultant will allow a representative of the County during normal business hours to examine, audit, and make transcripts or copies of such records. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

8. ENTIRE AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the Parties hereto, and contains all of the covenants and agreements between the Parties with respect to rendering of services described herein. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to such services by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding such services not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.

9. GOVERNING LAW AND VENUE

A. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.

B. Gilpin County will be the venue for any legal proceedings, including mediation, arbitration, or court actions that are initiated regarding this Agreement.

10. BREACH OF AGREEMENT

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it will have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the County will have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of the County to object to any default in the performance of the terms and conditions of this Agreement will not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

11. ATTORNEY'S FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

12. NON-SOLICITATION

During and for a period of six (6) months following termination of this Agreement, neither Party shall directly or indirectly solicit for hire or engage any personnel (whether as employee, consultant or in any other capacity) of the other Party with responsibilities related to this Agreement without the other Party's prior written consent.

13. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to County that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

15. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance, and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and County agree that Consultant will provide similar service to other clients while under contract with County and County acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for County. County may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring, and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to County, including attendance at meetings, and Consultant's

employees are not subject to the direction and control of County. Except where required by County to use County information technology equipment or when requested to perform the services from office space provided by the County, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a County email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between County and Consultant.

16. ASSIGNMENT

Neither Party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries, or sister companies (Affiliates) without notice to County. Consultant may subcontract any or all of the services to its Affiliates without notice to County. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives County prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate 's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

17. NO THIRD-PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

18. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, County shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data, and other materials required for or resulting from the performance of Services hereunder shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of County. All such records, documents, notes, data, and other materials shall become the exclusive property of County when Consultant has been compensated for the same as set forth herein, and County shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents, and other materials required for or resulting from the Services, all solely in anonymized form, for purposes of (i) benchmarking of County's and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, County Data will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data.

If this Agreement expires or is terminated for any reason, all records, documents, notes, data, and other materials maintained or stored in Consultant's secure

proprietary software pertaining to County will be exported into a CSV file and become property of County. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, County and its duly authorized representatives shall have access to any books, documents, papers, and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of County.

19. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, County will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

20. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of County without the prior written consent of County or pursuant to a lawful court order directing such disclosure.

21. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous, and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform County of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to County when assigned employee(s) is unavailable.

22. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first-class United States Mail, or delivered by electronic mail to the following addresses:

To County:

Ray Rears, County Manager
Rob Gutierrez, Community Development Director
P.O. Box 366
Central City, Colorado 80427
Email: rrears@gilpincounty.org
Email: jboyle@gilpincounty.org

To Consultant:

Charles Abbott Assoc., Inc, c/o
Rusty R. Reed, President and CEO
27201 Puerta Real, Suite 200
Mission Viejo, CA 92681
Email: sarahward@caa.inc
Telephone: 303-775-5129

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such Party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

27. GOVERNMENTAL IMMUNITY

The Parties hereto understand and agree that the County has and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 *et seq.*, as from time to time amended, or otherwise available to County, its officers, or its employees.

28. ARTICLE X. SECTION 20/TABOR

The Parties understand and acknowledge that the County is subject to Article X, §20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this agreement to the contrary, all payment obligations of the County are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the County's current fiscal period ending upon the next succeeding December 31. Financial obligations for the County payable after the current fiscal year are contingent upon the funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Gilpin County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

29. COUNTERPARTS ARTICLE

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

30. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

31. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

32. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof.

33. INVALIDITY OF ANY PROVISION

Should any portion of this Agreement at any time during its effective term be in conflict with any applicable law, then such provision shall continue in effect only to the extent permitted by law. The invalidity of any one or more of the covenants, phrases, sentences, clauses or provisions of this Agreement or any part thereof, shall not affect the remaining portions of this Agreement or any part thereof, and in the event any one of the same shall be declared invalid, this Agreement shall be construed as if such invalid portion had not been inserted, provided the same does not cause substantial injustice.

34. JOINT DRAFTING

The Parties hereto expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against, nor in favor of either Party but shall be construed in a neutral manner.

35. NON-EXCLUSIVE SERVICES

Gilpin County may contract with other businesses for services provided by Consultant at any time on projects not already undertaken by Consultant.

35. CONTRACT DOCUMENTS

The Contract Documents shall consist of:

- A. This Contract;
- B. The Scope of Service attached hereto as **Exhibit A**; and
- C. The Fee Schedule attached hereto as **Exhibit B**.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date written below.

[Intentionally Left Blank – Signatures on Next Page]

Gilpin County
203 Eureka Street
Central City, CO 80427

Charles Abbott Associates, Inc.
27201 Puerta Real, Suite 200
Mission Viejo, CA 92691

Ray Rears _____

BY: Rusty Reed _____

Signature

Rusty Reed
Signature

Title

Pres. dent
Title

Date

10/6/25
Date

4. Approach



CAA exclusively serves public agencies and proposes to provide the following services for the County:

CAA will act as the County's Building official and be responsible for the review of residential and commercial plans, inspection of residential and commercial buildings and structures, providing inspection reports, and advising County staff as needed. CAA will ensure compliance with all applicable codes and construction related zoning requirements. CAA will be responsible for the administration and enforcement of the County's various codes and ordinances related to building safety while ensuring that the health and safety of the public are maintained through adherence to the requirements established by law for the construction, alteration or use of new and existing buildings.



Building Official Services



Building Inspection Services



Building Plan Review Services



BUILDING OFFICIAL SERVICES

CAA will serve as the County's Building Official to be responsible for the administration and enforcement of the County's various codes and ordinances related to building safety while ensuring that the health and safety of the public are maintained through adherence to the requirements established by law for the construction, alteration or use of new and existing buildings.

Through cooperation with other departments, CAA is able to assist in protecting the economic interests of the community with the ultimate goal of ensuring the development of safe and sustainable buildings for subsequent generations.



Our Building Official Services include the following responsibilities:

- Ensure compliance with adopted building codes, ADA Standards for Accessible Design and the Colorado Accessibility Code, energy codes, zoning conditions, certificate of appropriateness and conditions of approval.
- Continually review building codes and recommend code updates as needed or required by State law; provide direction in the processing of complex Building Codes issues, including historic structures, and dispute resolution; develop and maintain Building and Safety Procedures Manual.
- Ensure preparation of detailed monthly, quarterly, and annual reports of their activities to the County. The reports will include, but are not limited to, fees collected, staffing levels provided, staff hours expended, the number of plans reviewed, number of inspections performed, and other statistical information pertinent to the services provided.
- Attendance of Planning Commission and Council meetings (as-needed); participate in pre-development review meetings and provide comments; attend meetings of other local building officials to discuss proposed code changes, enforcement issues, new code compliant technology and alternatives.
- Ensure proper staffing levels, supervision and training of all subordinate team members in order to maintain the minimum production standards, and provide quality control review of plan checks, inspections and permit processing in order to achieve customer service expectations.
- Develop training and educational materials relevant to building safety for dissemination to the elected and appointed officials, contractors and general public, and provide resolution of residents and building community inquiries and complaints.
- Additional services as needed and as requested by the County.



BUILDING INSPECTION SERVICES

CAA will provide qualified Building Inspectors whose background, experience, applicable certifications and demeanor demonstrates the ability to conduct inspections in accordance with jurisdictional standards.

Building inspections of commercial and industrial structures will ensure compliance with all local ordinances and State and Federal laws that pertain to Building and Safety. Our highly qualified and certified inspectors are thoroughly trained on these codes and local amendments, and maintain a close working relationship with planning, code enforcement and public works personnel.



Inspectors assigned to the County will:

- Coordinate all building inspection requests and perform periodic construction inspections for compliance with adopted building codes, approved plans, and other standards as adopted by the County.
- Provide complete, clear, concise corrections for the permit holder; corrections will be provided in a legible list and presented in a professional manner. Inspection reports will include at minimum: (a) the date and time of inspection, type of inspection, name of inspector, list of violations, corrective actions; and (b) authorization to proceed or notice of failure (whichever is applicable).
- Ensure that all inspection turn-around times are met or improved, all inspections are conducted when requested, and emergency response is timely and effective.
- Observe all safety and security procedures, and report potentially unsafe conditions immediately. CAA staff is trained to quickly identify and document any areas of non-compliance, and is able to suggest corrective actions or alternate means where applicable.
- Perform code clearance inspections related to business licenses, as necessary.
- Report code enforcement violations to the County immediately. CAA will submit a written record to the County as a result of any inspection within 24 hours after inspection period. CAA will issue stop-work notices for non-conforming building activities as required.
- Attend meetings with staff, public officials, developers, contractors, and the general public as needed or directed in order to resolve problems and issues quickly and efficiently, as well as provide inspection consultations to citizens, applicants and contractors.
- Conduct any necessary or required emergency inspections as directed by the County. Investigations will include field and office research, follow-ups and preparation of documentation.
- Provide additional services as needed and as requested by the County.



BUILDING PLAN REVIEW SERVICES

CAA will provide the plan review of all types of non-residential structures for compliance with all local ordinances and State and Federal laws that pertain to Building and Safety, and for compliance with the adopted Building Code.

Our approach to plan review ensures that plans submitted to CAA for review are properly tracked and processed. Our system ensures that each plan or permit is assigned, returned, and handled on time and within budget. The status of any plan can easily be determined at any point in time. Our registered professionals and certified plan examiners review all plans and calculations, thus assuring that the technical components and all code items are thoroughly reviewed. Most of our plans examiners are cross-trained and also certified as inspectors, providing a very efficient use of personnel and expediting the process for the applicant. We provide timely turnaround of plan reviews and re-reviews based on guaranteed turn-around times. Our staff also handles any coordination required as part of the review.



A certified plan reviewer will conduct a reasonable and lawful plan review of submitted construction documents for compliance with the following items:

- CAA's structural engineers have reviewed structural plans with varying degrees of construction complexity from single-family homes to high-rise multi-use facilities. Structural drawings are reviewed by a licensed engineer in order to verify code compliance for all gravity loads, lateral loads and special loading conditions. Calculations are reviewed for completeness; materials indicated on the plans are identified and reviewed for conformance.
- CAA staff members are certified and familiar with the Energy Efficiency Standards for Residential and Non-Residential Buildings. Extensive annual training ensures that each staff member is aware of the specifics of their respective state programs. Plans and supporting documentation is reviewed for completeness, accuracy and minimum code compliance.
- CAA staff attends ICC training relative to disabled access. CAA staff takes disabled access seriously and has been proactive on Accessibility Compliance Committees. Engineers, plans examiners, and certified personnel are fully trained and familiar with ADA and The Colorado Accessibility Code. CAA, when requested will offer plan review support to local Fire Marshals and their respective communities in compliance enforcement.
- CAA recognizes the importance of and pursues environmentally conscious design and development procedures consistent with the U.S. Green Building Council (USGBC) and Leadership in Energy & Environmental Design (LEED) certification standards.
- CAA will provide staff that is certified as Green Building professionals when required. As with LEED certification, CAA seeks to enhance and improve development projects through cooperation and collaboration with stakeholders.
- CAA has taken extensive steps to implement and use more efficient or "green" service options to its clients. CAA can provide various communication options, including electronic plan review, video conferencing and virtual permit specialist to our clients and applicants to reduce environmental impacts such as paper use, travel and commute impacts – all intended to reduce CAA's and the County's carbon footprint

Plan Review Timeframes

All initial reviews will be returned within 5 business days for single family residential, small commercial projects, and improvement plans. Rechecks will be returned within 5 working days. These are maximum times, and we typically are able to turn around simple plan reviews in less than half the time.

Technical Support

CAA staff will be available to assist County staff as well as engineers, architects, contractors, homeowners, and others by providing routine and technical information related to the issuance of building permits as well as routine building code requirements and ordinances. CAA will assist the public in completing applications and required forms as needed and will provide support in person and via email or phone during regular business hours as well.

Documentation

CAA will ensure record maintenance of approved plans and permits as required by law and document inspection results in the County's designated software. Regular inspection reports will be provided to the County, and include at minimum:

- the date and time of inspection
- type of inspection
- name of inspector
- list of violations
- corrective actions
- authorization to proceed or notice of failure (whichever is applicable)

Reports will also include any fees collected, staffing levels provided, staff hours expended, the number of inspections made, and other financial, operational, and statistical information pertinent to the services provided.

8. Cost of Services



Fees below are inclusive of all costs, including general and administrative, travel, per diem, training, materials, supplies, and other items necessary to complete the project.

CAA will provide all materials, resources, tools and training required for our professionals to perform their assigned duties, including vehicles, cell phones, iPads, and other technology devices that enhance our service. All of our services as well as any associated costs for labor, materials, equipment and supplies necessary to provide these services are included in our fees.

Option 1: Revenue Sharing

CAA offers to provide building official, support, inspection, and plan review services to the County as outlined in our proposal for the following share of total fees calculated for the assigned project:

Fees Collected Per Project	CAA's % of Fees
All building permit and plan review fees calculated for the project	75%

Special Projects	Hourly Rate	Minimum Billable Hours
Services previous to or not part of a billed permit (determined at the time services are performed)	\$130/ hour	4 hours

In the percentage of fees (or revenue sharing) model, as construction activity increases and there is more work to be performed, the amount collected by CAA only increases as the revenue to the County increases also. Conversely, the amount collected by CAA decreases when the amount of work drops and the County collects less permit fees as a result. This minimizes the financial risk for the County and shifts the responsibility for economic fluctuations and construction activity entirely to CAA.

By using the percentage of the fee model, CAA helps reduce fixed costs and overhead, and ensures that building department costs will not exceed revenues. And by sharing in the County's revenue, CAA has a vested interest in becoming an integrated part of the community, as well as improving operational systems and processes where needed to serve the County as efficiently as possible.



Resolution Dissolving the Finance Director / Assistant County Manager and Office Assistant Positions; Reinstate Finance Director Position

Agenda Item Staff Report, Board of County Commissioners

Requested by: Chanda Johnson, HR Director, Human Resources

Additional Presenters: County Manager Rears

Meeting Date: November 18, 2025

Public Hearing Required? No

Background/Request Description: To request Board approval to dissolve the dual-role position of Finance Director / Assistant County Manager and the Office Assistant – County Manager’s Office position, and to reinstate the Finance Director as a standalone position with an updated job description.

On July 8, 2025, the Board approved Resolution No. 25-088, creating the Finance Director / Assistant County Manager (E12) and removing the standalone Finance Director (E11) to enhance strategic leadership and oversight of County operations. On July 22, 2025, the Board approved Resolution No. 25-093, dissolving the Grant Writer & Manager (E5) and Administrative Analyst (NE10) positions, while creating the Manager of Strategic Projects (E7) and Office Assistant (NE6) roles within the County Manager’s Office. The County Manager currently supervises 14 direct reports, exceeding the ideal span of control of eight or fewer, which impacts operational efficiency. Despite recruitment efforts, the County has been unable to successfully fill the Finance Director / Assistant County Manager hybrid role.

Given macroeconomic uncertainty, rising costs, and declining revenue expectations, the County Manager proposed several cost-saving measures during the 2026 budget preparation process.

Fiscal Impact:

Dissolving the Finance Director / Assistant County Manager and Office Assistant positions and reinstating the Finance Director role is projected to save the County over \$84,000 annually, including benefits. These changes reduce the County Manager’s Office Full-Time Equivalent (FTE) count from 6 to 4.5, a 25% reduction. These savings are in addition to previously approved staffing reductions.

Requested Action: Staff recommends the Board:

1. Approve the dissolution of the Finance Director / Assistant County Manager (E12) and Office Assistant – County Manager’s Office (NE6) positions.
2. Authorize reinstatement of the Finance Director (E11) as a standalone role.
3. Approve and adopt the updated job description for the Finance Director position.

Alternatives: The Board may:

1. Maintain the Finance Director / Assistant County Manager hybrid role and continue recruitment efforts, preserving the original strategic intent.
2. Separate the dual-role into two distinct positions.
3. Revisit at a later time.

Fiscal Impacts: Yes. Cost savings of \$84,000 annually.

Legal Impacts: None.

Environmental Impacts: None.

Human Resources Impacts: None.

Grant-Related? No.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, STATE OF COLORADO**

**A RESOLUTION DISSOLVING THE OFFICE ASSISTANT – COUNTY MANAGERS’S OFFICE, FINANCE
DIRECTOR / ASSISTANT COUNTY MANAGER WHILE REINSTATING THE FINANCE DIRECTOR
POSITIONS**

WHEREAS, the Board of County Commissioners of Gilpin County, Colorado ("Board") approved Resolution No. 25-088 creating a Finance Director / Assistant County Manager (E12) and removal of the Finance Director (E11) on July 8, 2025 to expand strategic leadership and oversight of County operations and financial systems; and

WHEREAS, the County Manager currently serves as the direct supervisor for fourteen positions, including the Public Health Director, Parks & Recreation Director, Manager of Strategic Projects, Interim Finance Director, Paralegal, Human Resources Director, Community Development Director, Director of Public Works, Community Engagement Officer, Office Assistant, IT Specialist, Human Services Director, Administrative Assistant to the Board and the Facilities Director, while maintaining a positive working relationship with nine elected officials; and

WHEREAS, A ideal span of control for a supervisor is eight or less direct reports given the diversity of the role and activities supervised; and

WHEREAS, the Board approved Resolution No. 25-093 dissolving the Grant Writer & Manager (E5) and Administrative Analyst (NE10) positions while creating the Manager of Strategic Projects (E7) and Office Assistant positions within the County Manager’s Office (NE6), on July 22, 2025; and

WHEREAS, the Board recognizes the importance of fiscal responsibility and efficient use of taxpayer resources in all areas of county operations; and

WHEREAS, given macro uncertainty, increasing costs and lower revenue expectations, a number of cost saving measures were suggested by the County Manager; which were discussed by the board during the 2026 budget preparation process; and

WHEREAS, Dissolving the two positions and returning the Finance Director positions is estimated to save the County over \$84,000 annually, including benefits, while lowering the Manager’s Office Full-time Equivalent by 1.5 FTE (6 to 4.5 FTE), based on the approvals made earlier this year, or by 25%; and

WHEREAS, these savings are in addition to the projected savings made earlier by the Board; and

WHEREAS, despite recruitment efforts, the County has been unable to successfully fill the Finance Director / Assistant County Manager role.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Gilpin County, Colorado as follows:

1. The Finance Director / Assistant County Manager and Office Assistant – County Manager’s Office positions are hereby dissolved.
2. The Finance Director position is reinstated.
3. The attached updated job description for the Finance Director position is approved and adopted.

ADOPTED this _____ day of _____, 2025, by a vote of _____ to _____.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, COLORADO**

Kimberly Kaufman, Deputy County Clerk

Sandy Hollingsworth, Chair

RECORDING STICKER

RECORDING STICKER

ACKNOWLEDGEMENT

STATE OF COLORADO)

)ss.

COUNTY OF GILPIN)

Sandy Hollingsworth, Chair, and Kimberly Kaufman, Deputy County Clerk, County of Gilpin, acknowledged the foregoing Resolution before me this _____ day of _____, 2025.

Witness my hand and official seal

Notary Public

RECORDING STICKER

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GILPIN COUNTY
JOB DESCRIPTION

Job Title: Finance Director

Department: Finance

Immediate Supervisor: County Manager

Supervises: Finance Department

Pay Grade: E11- \$124,742.50 - \$180,912.50

Hiring Range: \$124,742.50 - \$152,930.00 per year DOQ

Status: Fulltime

Classification: Exempt

Primary Place of Work: 495 Apex Valley Road, Black Hawk, CO 80422

JOB DESCRIPTION:

Primary Responsibility:

This position serves as a trusted strategic partner to the County Manager and provides high-level operational and organizational leadership across the County. Under the direction of the County Manager, this position optimizes the financial performance of the County in order fulfill the County's Mission, Values and Goals and is responsible for planning, organizing, directing all of the finance operations and implementing the County's financial, accounting, budgeting, payroll and purchasing policies and directives. Provides leadership, direction and supervision to personnel in the Finance Department. Communicates and works closely with other departments and elected officials and assists in ensuring effective administration and implementation of budget, financial policy, annual audit, and protocol. Assures the County's financial compliance with state and federal laws, establishes and maintains internal controls, coordinates and manages the budget process, prepares the comprehensive annual financial report and oversees the financial reporting for grant contracts.

Duties:

The duties listed below are representative of, but do not necessarily include, all the duties and responsibilities that an individual in this position may be called upon to perform.



GILPIN COUNTY
JOB DESCRIPTION

- Compile, analyze, and otherwise manage the County budget(s) for all funds, including the preparation of the annual budget(s) and long-range budget projections.
- Develop/Implement methods, techniques, and trainings needed to ensure that adequate financial projects can be made to reflect the long-range management strategy desired by the Board of County Commissioners.
- Develop long range operational and capital finance plans and take a proactive approach to positioning the county's response to the financial impacts of changing economic conditions and legislative actions.
- Provide leadership and direction on financial, budgetary, and other related components of the organization, within an office environment.
- Be an active and engaged member of the County Leadership Team.
- Supervise and prepare the Comprehensive Annual Financial Report.
- Participate in special projects as assigned and respond to special financial information requests as required, including researching and preparing reports and projects, developing and implementing programs, and presenting technical data to management, elected officials, and others.
- Recommend, write and establish policies and procedures for all county financial transactions, including ethics.
- Provide Department Heads and Elected Officials with financial management tools which inform them of financial status and depicts where there are problematic or potential problem areas of financial activity and performance.
- Provide Exemplary customer service, both internal and external to the organization.
- Adhere to all county policies and procedures and all laws and regulations as they pertain to the management of the assigned area.
- Supervise the annual fiscal audit.
- Develop, coordinate and implement the finance departments annual work plan and ensure timely implementation.
- Supervise miscellaneous cash receipts process.
- Supervise voucher approval process and review weekly warrant registers.
- Oversee and review all expenditures of awarded grant funds.
- Hire, assign, schedule, evaluate and direct the work of subordinates.
- Ensure subordinates receive training to render effective service to the department, the organization and the public.
- Appraise the performance of subordinates.
- Assist and guide subordinate employees in problematic areas. Initiate appropriate disciplinary actions if necessary.
- Support the Board of County Commissioners and County management and through the budget process including capital requests, payroll projections, benefit costs, requests for new positions, additional FTE's and employee reclassifications.



GILPIN COUNTY
JOB DESCRIPTION

- Supervises, trains and oversees the hiring of the finance department staff, their workloads and outcomes.
- Lead the development of strategies and implementation of finance best practices allowing for effective business and financial decisions to be made which are instrumental to the success of the County.
- Supports, implements, and helps create the County's strategic plan, emphasizing the importance of fiscal sustainability.
- Implement cross department efficiencies and foster an environment of streamlining internal processes and creating sustainable practices.
- Direct the County's finance operations including accounting analysis and control, fund analysis, payroll, and accounts payable and receivable; monitors revenues and expenditures, fixed assets and debt service.
- Compiles Certification of Mill Levies.
- Be involved in set-up/closing, discussions and procedures for special funds/accounts held by the Treasurer. Performs monthly cash reconciliation to the Treasurer, reviews general ledger, revenue and expenditure reports and makes necessary adjusting entries
- Focus on team and workforce engagement goals. Provide fiscally responsible services by enhancing long-term cost savings.
- Performs other duties as apparent or assigned.

Minimum job requirements:

- Minimum of five years of experience performing finance and accounting activities with at least two years of experience in governmental accounting principles and procedures and at least two years of supervisory experience.
- Leadership roles with demonstrated increased responsibilities as part of a local or state government.
- Other suitable experience and skills maybe considered.
- Must possess FEMA ICS 100 and 700 certifications within 6 months of employment (County supported after hired)
- Must have a valid Colorado Driver's License without any restrictions due to driving record. Must pass background check, including traffic and criminal and a pre-employment drug screening

Ability to:

- Maintain a high level of professionalism and confidentiality.
- Accurately and effectively transmit and receive information that is necessary to the accomplishment of goals and objectives including effective written and oral communication in English; ability to keep customers, subordinates, peers and supervisors informed; and the ability to listen. Exercise independent judgment and critical thought.
- Maintain courteous and effective working relationships with the public, county departments, co-workers and other agencies.
- Supervise and lead subordinates.



GILPIN COUNTY
JOB DESCRIPTION

- Recognize, investigate and analyze a variety of finance and budget issues and make effective recommendations for solutions.
- Organize work, set priorities, meet critical deadlines and follow up on assignments with minimal direction.
- Research, compile and summarize a variety of information and statistical data and materials; prepare clear and concise reports, correspondence and other written material.
- Understand, interpret and communicate complicated policies, procedures and protocols.
- Plan, organize, assign, direct, motivate, review and evaluate the work of staff and provide for their training and professional development.
- Must possess strong interpersonal, decision-making and management skills.
- Technical training in automated accounting systems is expected.

Qualifications (Knowledge, Skills and Abilities)

1. Experience and Work Ethic

- a. Exceptional problem-solving and conflict resolution skills. Analyzing and interpreting extremely complex information with the ability to draw valid conclusions. Applying logical thinking to solve problems or accomplish tasks and to understand, interpret, and communicate complicated policies, procedures, and protocols.
- b. Ability to exercise professional judgment and organization skills. Organizing work activities, setting priorities, meeting critical deadlines, ensuring time management, and following up on assignments with a minimum of direction.
- c. Creativity and ability to remain flexible in a changing environment.
- d. High degree of ethics and integrity.
- e. Knowledge of business and management principles involved in strategic planning, resource allocation, human resources modeling – motivating, training, and directing staff, leadership technique, and coordination of people and resources.
- f. A thorough knowledge of generally accepted accounting principles, Governmental Accounting Standards Board (GASB) statements, and governmental accounting procedures. Performing computations accurately and quickly and preparing and analyzing comprehensive financial reports.

2. Civic Minded

- a. Must possess strong community interest, while understanding the County government organization, function, policy rules and regulations.
- b. Ability to work effectively both independently and as a team member.
- c. Ability to review and evaluate operating procedures and recommend improvements.
- d. Use of professional and personal discretion to protect the County from any actual and/or perceived appearances of impropriety.
- e. Applicate Federal, State and local laws, codes and regulations.
- f. Knowledge of principles and processes for providing customer and personal services. This includes customer needs assessment, meeting quality standards for services, and evaluation of customer satisfaction.



GILPIN COUNTY
JOB DESCRIPTION

3. Personal Responsiveness

- a. Ability to establish and maintain effective working relationships with co-workers, elected and appointed officials, businesses, the general public and with the ability to communicate effectively.
- b. Self-directed and self-motivated in job-related tasks.
- c. Commitment that employment with the County is primary to all other forms of employment.
- d. Be punctual and prompt for work and meetings.
- e. Locate, organize, and retrieve department records and files in a timely fashion.
- f. Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.

4. Knowledge of

- a. Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff.
- b. Organizational and management practices as applied to the analysis and evaluation of projects, programs, policies, procedures, and operational needs.
- c. Applicable Federal, State, and local laws, codes, and regulations.
- d. Principles and practices of employee supervision, including work planning, assignment, review and evaluation, mentoring and training of staff.

Mental/Physical Demands:

- Mental/visual effort required due to sustained periods of concentration with frequent breaks in concentration caused by interruptions.
- Requires ability to work under pressure during stressful situations while performing the essential functions of this job.
- Requires sedentary work involving, standing, or walking for brief periods, exerting up to 10 pounds of force on a regular basis, and some dexterity in operating office equipment; and occasionally required to travel.
- Ability to perform without additional assistance, all physical movements necessary for office administration.

I, _____ have read the above job description for the Gilpin County Finance Director. To the best of my knowledge, I am able to perform all duties of the job as described.

Employee

Date

Supervisor

Date

The above statements are intended to describe the general nature and level of work. They are not intended to be an exhaustive list of requirements, duties and responsibilities. Gilpin County provides



GILPIN COUNTY
JOB DESCRIPTION

reasonable job-related accommodations for disabled persons. Must pass drug screen and pre-employment screening.



Resolution 25-123 Requiring Justification and Approval Prior to Filling Any Vacant or Soon to be Vacant Position

Agenda Item Staff Report, Board of County Commissioners

Requested by: Melanie Bleyler, Community Engagement Officer, County Manager's Office

Additional Presenters: Ray Rears, County Manager

Meeting Date: November 18, 2025

Public Hearing Required? No

Background/Request Description: Staff is presenting a proposed resolution for Board consideration that would require justification and approval before any vacant or soon-to-be vacant position is filled. This resolution formalizes a review process for position vacancies and incorporates it into the County's Master Policy Manual as Policy P-23.

Requested Action: Staff recommends the Board approve the resolution.

Alternatives: Amend, postpone, or deny the resolution and its accompanying policy.

Fiscal Impacts: None.

Legal Impacts: None.

Environmental Impacts: None.

Human Resources Impacts: None.

Grant-Related? No.

**Before The Board of County Commissioners
County of Gilpin, State of Colorado**

**Requiring Justification and Approval Prior to Filling Any Vacant or Soon to be
Vacant Position**

WHEREAS, the Board of County Commissioners of Gilpin County, Colorado ("Board") recognizes the importance of fiscal responsibility and efficient use of taxpayer resources in all areas of county operations; and

WHEREAS, effective workforce planning is essential to the continued delivery of high-quality public services while maintaining budgetary control; and

WHEREAS, the Board finds it necessary to establish a clear and consistent process for reviewing the necessity and structure of employee positions before they are filled; and

WHEREAS, operational needs evolve overtime, due to changes in law, process, structure, and/or technology, which necessitate systematic review of open positions to confirm the value to the county provided by a vacant position; and

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Gilpin County, Colorado as follows:

1. Amend the Master Policy Manual to include this new policy P-23 described on Exhibit A.
2. This applies to all vacant positions, including but not limited to those currently budgeted, newly reinstated, and grant-funded positions.

ADOPTED this _____ day of _____, 2025, by a vote of _____ to _____.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF GILPIN, COLORADO**

Kimberly Kaufman, Deputy County Clerk

Sandy Hollingsworth, Chair

RECORDING STICKER

RECORDING STICKER

ACKNOWLEDGEMENT

STATE OF COLORADO)

)ss.

COUNTY OF GILPIN)

Sandy Hollingsworth, Chair, and Kimberly Kaufman, Deputy County Clerk, County of Gilpin,
acknowledged the foregoing Resolution before me this _____ day of _____, 2025.

Witness my hand and official seal

Notary Public

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P-23, Vacant Position Policy

Effective Date: 11/18/2025
Document Status: Pending Approval

1.0 Purpose and Scope

The purpose of this Policy is to establish a procedure requiring that all vacant or soon to be vacant positions within Gilpin County government be justified prior to being filled. This process will ensure positions are necessary, legally compliant, and structured in a way that supports cross-departmental collaboration and organizational efficiency.

2.0 Position Justification Requirement

Prior to initiating recruitment or filling any vacant or new position, the responsible department head or elected official shall provide written justification to the County Manager. This justification shall include, at a minimum:

- 2.1 **Job Description Review:** A current and accurate job description must be submitted, reflecting the essential duties, qualifications, and expectations of the position.
- 2.2 **Confirmation of Need:** A statement demonstrating the necessity of the position, including relevant references to state statute, county responsibilities, or public service obligations.
- 2.3 **Cross-Department Support Consideration:** An assessment of whether the functions of the position could be shared with, or supported by, other departments or through outside support.
- 2.4 **Employment Type Evaluation:** A determination of whether the work to be performed requires a full-time position, or whether it could be effectively completed on a part-time or temporary basis.
- 2.5 **Organizational Structure Review:** Consideration of whether a reorganization of the department could eliminate the need for the position or result in greater efficiency, including consolidation of duties or reassignment of responsibilities.

3.0 Review and Approval

Within 10 business days, the County Manager, after consultation with the Human Resource Director, shall review each justification for completeness, alignment with county priorities, missions, values and goals, and overall operational efficiency. The County Manager may:

- 3.1 Approve the position to move forward to recruitment;
- 3.2 Request additional information or clarification;
- 3.3 Recommend organizational changes in lieu of filling the position; or
- 3.4 Deny the request with justification.

Final authority for the creation of new positions, elimination or reduction of positions, and reclassification of positions, or significant departmental reorganizations shall remain with the Board of County Commissioners.

4.0 Applicability

This policy shall apply to all departments and offices within Gilpin County government, including those under the authority of elected officials, unless otherwise prohibited by statute.

5.0 Effective Date

This Resolution shall take effect immediately upon adoption.



Resolution BOA-25-3R - A Resolution Regarding a Retroactive Variance Request for 940 Missouri Flats Rd, Central City (AAN: R006455) From Section 2.3 of the Gilpin County Zoning Regulations to Allow a Previously-Constructed Barn to Remain Within the Required Setbacks

Agenda Item Staff Report, Board of County Commissioners

Requested by: Jamie Boyle, Director of Community Development, Community Development

Additional Presenters:

Meeting Date: November 18, 2025

Public Hearing Required? No

Background/Request Description: The Board of Adjustment previously held a public hearing for variance application BOA-25-3 for 940 Missouri Flats Rd on October 28, 2025 and, after considering the evidence and applicable variance criteria, voted 3-0 against granting the request. At the time, the Board was not presented with a resolution for denial, so no resolution was approved. Staff is requesting that the Board of Adjustment approve Resolution BOA-25-3R, which accurately records for the public record details of the applicants' request, the Board's findings of fact, and the Board's vote of 3-0 to deny the request.

Requested Action: Approve Resolution BOA-25-3R

Alternatives:

Fiscal Impacts: None.

Legal Impacts: None.

Environmental Impacts: None.

Human Resources Impacts: None.

Grant-Related? No.

**Before the Board of Adjustment
County of Gilpin, State of Colorado**

A RESOLUTION REGARDING A RETROACTIVE VARIANCE REQUEST FOR 940 MISSOURI FLATS RD., CENTRAL CITY (AAN: R006455) FROM SECTION 2.3 OF THE GILPIN COUNTY ZONING REGULATIONS TO ALLOW A PREVIOUSLY-CONSTRUCTED BARN TO REMAIN WITHIN THE REQUIRED SETBACK

WHEREAS, Timothy White and Julie Marble-White (“Applicants”) are the owners of certain real property known as the Lorah Lode Mining Claim, U.S. Mineral Survey No. 820, recorded June 22, 1911 in Book 162, Page 96, excepting portions embraced in Survey Nos. 512, 513, and 582, County of Gilpin, State of Colorado, with a situs address of 940 Missouri Flats Road, Central City, CO 80427 (Assessor’s Account Number R006455) (“the Property”); and

WHEREAS, Colorado Revised Statutes § 30-28-118 permits any person aggrieved by their inability to obtain a building permit or by the decision of an administrative officer or agency made in the course of the administration or enforcement of the Gilpin County Zoning Regulations to appeal such decision to the Gilpin County Board of Adjustment (“Board”); and

WHEREAS, the Applicants submitted a petition seeking a retroactive variance from Section 2.3 of the Gilpin County Zoning Regulations, which requires a minimum setback of fifteen (15) feet from the north property line in the Resource Residential (RR) zoning district, in order to allow a previously constructed barn to remain in its current location approximately ten feet, three inches (10’3”) from the north property line — a reduction of four feet, nine inches (4’9”) or approximately thirty-two percent (32%) of the required setback; and

WHEREAS, the Board held a public hearing on October 28, 2025, for which proper public notice was given, and from which all findings are a matter of public record; and

WHEREAS, Colorado Revised Statutes C.R.S. § 30-28-118(3) states that the concurring vote of all three (3) members of the Board shall be required in order for the Board to reverse any requirement, decision, or determination of any such administrative official or agency or to decide in favor of the applicant; and

WHEREAS, the Board, having considered the evidence and applicable variance criteria set forth in Section 1.4.D.4.B of the Gilpin County Zoning Regulations, voted 3-0 against the variance and therefore it was not approved.

NOW THEREFORE BE IT RESOLVED by the Board of Adjustment of Gilpin County, Colorado as follows:

1. The petition for a variance is hereby denied based upon the Board’s finding of facts based on the staff’s finding of facts as detailed in the staff report, and the lack of concurring vote for approval of all three (3) members of the Board.

2. The Applicants shall work with staff to bring the property into compliance with all applicable provisions of the Gilpin County Zoning Regulations and building codes.

ADOPTED this _____ day of _____, 2025, by a vote of _____ to _____.

ATTEST:

**BOARD OF ADJUSTMENT
COUNTY OF GILPIN, COLORADO**

Kimberly Kaufman, Deputy County Clerk

Sandy Hollingsworth, Chair

ACKNOWLEDGEMENT

STATE OF COLORADO)

)ss.

COUNTY OF GILPIN)

Sandy Hollingsworth, Chair, and Kimberly Kaufman, Deputy County Clerk, County of Gilpin, acknowledged the foregoing Resolution before me this _____ day of _____, 2025.

Witness my hand and official seal

Notary Public

RECORDING STICKER

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County Managers' Report

November 18, 2025



- Regular monthly staff meetings with Senior Leadership Team (SLT), Appointed Leadership Team (A-Team), A-Team attending Mgr. Office weekly meeting on rotations.
- Address various needs of staff, public and Commissioners. Administrative functions
- Various meetings with vendors/consultants and outside agencies

Areas of Note:

Recent Focus Areas

- Regular, Budget and Work Session Agenda Schedule and Preparation
 - Next Regular BoCC meeting
 - December 9, 2025
 - Work Session (Tentative)
 - November 4, 2025
 - Office Of Emergency Management – Update
 - GAP Membership
 - 2026 Fee Schedule
 - December 2, 2025 - Canceled
- Community Annex – Construction underway
- South Beaver Creek Road – Study continues – 60% design completed –
 - November 12th – 6 p.m. - Courthouse
- Records/Files Scanning Project / Project expanding to Treasurer Files– ongoing,
- Strategic Work Session – Draft Mission, Vision and Goals
- Tuesday, December 16th BoCC meeting canceled
- 2026 Budget Process (Tentative)
 - Completed - Departments submitting budget requests – June 9 – July 17th
 - Completed - Dept. Head / Mgr. meetings – July 21 – August 21st
 - Draft Budget Presented to Board – September 23rd
 - Board / Dept. Head meetings – October 7th & 8th (if necessary)
 - Board Work Sessions – Oct. 9th (11 a.m. – 4 p.m.), 15th, (9 a.m. – 4 p.m.) & Nov. 5th 12-4 .m.
 - Board Budget Adoption – Monday, Dec. 15th (Special Meeting)
 - December 16, 2025, regular meeting – canceled

2026

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31						

June						
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November						
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	BoCC - Regular Business Meeting
	CBOE
	Board of Health
	BoCC - Work Session

	Holiday
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Community Engagement Report

November 10, 2025

October 1-31, 2025

Email Newsletters

Gilpin Observer – Public Newsletter

Current subscribers: 390

November newsletter was sent October 30 to 381 subscribers. The newsletter and subscribe links were posted to website and social media.



November 2025 Gilpin Observer: Sent to 381 emails, 187 opened, 40 clicked

49.5% open rate (industry average email open rate: 46-50%)

10.6% click rate (industry average email click rate: 7-9%)

Top links clicked:

1. Trivia (19)
2. BoCC Meetings (9)
3. Community Meetings (3)
4. Events (8)
5. Community Annex earth cam (7)
6. Careers (5)
7. Online Budget (4)
8. County Budget 101 (3)
9. Volunteer (3)

Email feedback from the November newsletter:

As always, a fabulous newsletter! I added a bunch of stuff to my calendar for November. Thank you for taking the time to put this together for us residents. I appreciate you and all the effort it takes to create this every single month.

Hello Observer creators,

I only recently started subscribing to these newsletters and just wanted to say thank you for sending these out! It's so concisely written and the information is useful and relevant, so thank you for sending these out!

Staff Newsletter

First newsletter sent October 15. Newsletters will be sent monthly in the middle of the month.

With the way the staff newsletter is sent, we cannot determine how many "unique" people open the newsletter email and/or click a link.

October 15 Staff Newsletter:

Total Opens: 837

Total Clicks: 34

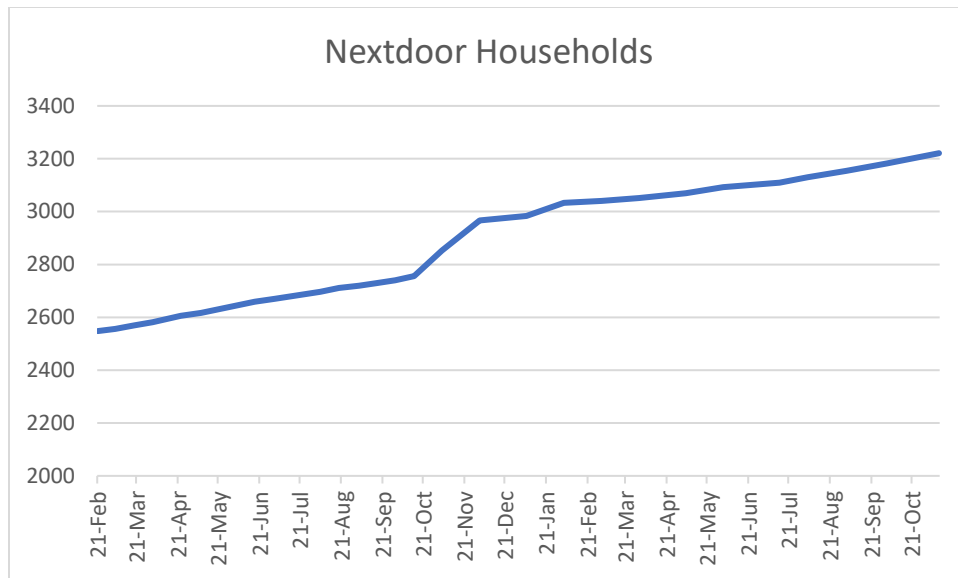
Top Links clicked:

1. Travel & Per Diem Authorization Form (5)
2. Digital Accessibility Resources (5)
3. Equidox Quick Start Series (4)
4. Spooky Stroll Volunteer Signup (4)
5. Travel & Per Diem Policy (3)
6. Explore Gilpin (3)

Nextdoor

October 1-31, 2025

3,221 members in Gilpin County. 45 Posts.



Top posts (over 300 impressions):

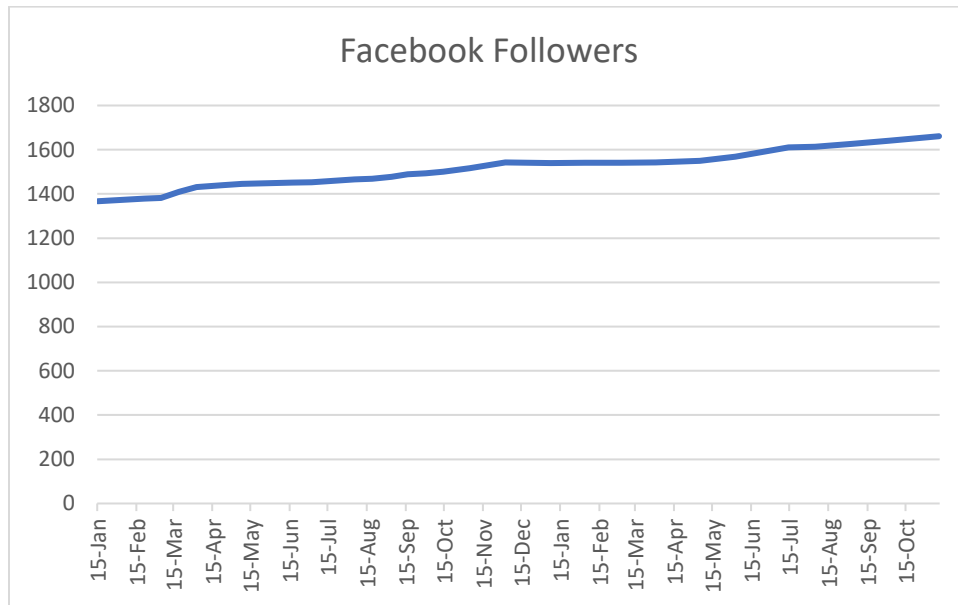
1. Ballot Drop boxes open (404 impressions; 13 thanks)
2. Neguse Food Pantry visit (386 impressions; 12 thanks)
3. Community Center Construction update (357 impressions; 4 thanks)
4. Government shutdown – no changes to October (352 impressions; 3 thanks)
5. Who are Election Workers (347 impressions; 5 thanks)
6. Rollinsville Plan meetings (346)
7. County Budget 101: Why Expenses Have Increased Since 2019 (327)
8. 2026 Proposed Gilpin County Budget Now Online (324)

Facebook

October 1-31, 2025

89 posts.

1,661 followers: 65.3% female



Top 9 Posts (over 700 views):

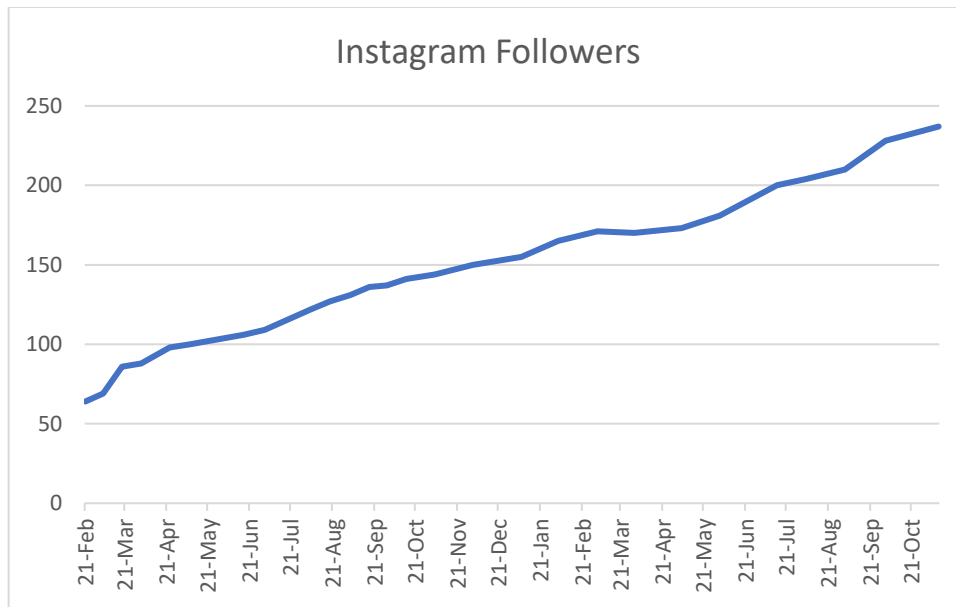
1. Neguse Food Pantry visit (3,947 views; 82 reactions, comments, shares)
2. Misery Timber Sale Operations to Begin Next Week (3,209 views; 30 reactions, comments, shares)
3. Attention SNAP Recipients (2,453 views; 31 reactions, comments, shares)
4. Commissioners attend Opioid council (1,468 views; 35 reactions, comments, shares)
5. Slash site open through Nov. 9 (1,435 views; 10 reactions, comments, shares)
6. Draft Rollinsville Plan – input needed (1,278 views; 12 reactions, comments, shares)
7. Community Center closed October 5 (1,015 views; 10 reactions, comments, shares)
8. Happy Cabrini Day (780 views; 14 reactions, comments, shares)
9. Senior Services Ghost Town Field Trip (708 views)

Instagram

October 1-31, 2025

237 followers (0 as of January 19, 2024): 64.6% female

39 posts



Top 6 posts based on views:

1. Draft Rollinsville Plan - Feedback requested! (396 views, 6 likes)
2. Neguse Food Pantry visit (241 view, 13 likes)
3. Community Center Parking Lot & Sidewalk Improvements – Phase 2 (215 views, 9 likes)
4. Community Center Construction Update - Phase 3 has started (207 views, 10 likes)
5. Community Annex live feed (197 view, 12 likes)
6. Ballot Drop boxes open (183 views, 11 likes)

Website

October 1-31, 2025

Acquisition Data, Sessions:

- Organic Search (via search engines): 11,444
- Direct (direct link or typed in): 2,831
- Referral (through other websites): 365
- Organic Social (social media posts): 419
- Email: 24
- Unassigned: 32

Top 10 pages viewed:

1. Home page: 2,847
2. Detentions: 1,664
3. Parks and Recreation: 1,362
4. Sheriff: 1,242
5. Assessor: 1,148
6. Search: 1,080
7. GIS Maps: 986
8. Transfer Station: 854

- 9. Careers: 791
- 10. Building Division: 736

Common searches:

- Inmates/Inmate/Inmate search (21)
- Fire/Fire Restrictions/Fire Ban (7)
- DMV/DMV schedule (9)
- Holidays (5)
- CORA (4)
- Marriage (3)

Most Popular Website Document Downloads, October 1-31, 2025

1. Parks & Rec flyer (81 downloads)
2. Gilpin County Comprehensive Fee Schedule – updated (81 downloads)
3. Rollinsville Area Specific Plan (55)
4. BoCC agenda 10-28-2025 (53)
5. 10-28-2025 packet (40)
6. Climate & Geo Graphic Design Criteria (36)
7. Community Development & Public Health fee schedule (32)
8. GCSO Policy 4.605, Booking, Acceptance of Custody Revised (27)
9. Work session agenda 10-21-2025 (26)
10. 2022 Zoning Regulations (22)
11. Dominion Voting Systems Gilpin County Ballot 2 (25)
12. New Single Family Dwelling Building Inspection Process (23)
13. Agenda 10-14-2025 (22)
14. Dominion Voting Systems Gilpin County Ballot 4 (23)
15. 10-14-2025 packet (22)
16. Dominion Voting Systems Gilpin County Ballot 3 (21)

Website Statistics for October 1-31, 2025

