



BOARD OF COUNTY COMMISSIONERS REGULAR MEETING AGENDA

October 31, 2023 at 10:00 AM

Commissioners Meeting Room - 401 Main Street, Suite 309, Walsenburg, CO 81089

Office: 719-738-3000 ex 200 | Fax: 719-738-3996

9:00 AM - COMMISSIONERS MEETING WITH STAFF

10:00 AM - PUBLIC MEETING

Join via Zoom: <https://us02web.zoom.us/j/82550511219> | **Meeting ID:** 825-5051-1219

1. PLEDGE OF ALLEGIANCE

2. AGENDA APPROVAL

3. CONSENT AGENDA

- a.** Meeting Minutes for August 22, 2023
- b.** Meeting Minutes for September 12, 2023
- c.** Meeting Minutes for September 26, 2023
- d.** Meeting Minutes for October 10, 2023
- e.** HR - Melva Zagar Resignation
- f.** HR - Janet James Resignation
- g.** HR - Cecilia Kelly Ad Valorem Appraiser Certification
- h.** HR - Joshua Knight Ad Valorem Appraiser Certification
- i.** HR - Rodney Smircich Temp Transfer
- j.** HR - Dustin Beasley New Hire PT Jail

4. PUBLIC COMMENT

5. APPOINTMENTS

- a.** Honoring Elders and Youngers - Sandy Dolak
- b.** LVFPD - RETAC - Mickey Schmidt / Dave Mower
- c.** Public Trustee - 3rd Quarter Report - Debra Reynolds

6. LAND USE

- a.** Permit 23-028 - Vacate Mohr - Public Hearing

b. Permit 23-035 - Vacate Schwery - Public Hearing

7. ACTION ITEMS

- a. Resolution 23-43 Correcting Resolution 23-25 Building Codes
- b. Resolution 23-44 Appointment Sandra Martinez SPLD Board
- c. Resolution 23-45 Appointment Hannah Ferrari Huerfano County Tourism Board
- d. Purchase Order 160 - Elections Electronic Video Storage
- e. Purchase Order 161 - Metal Map Cabinets for Clerk & Recorder
- f. Purchase Order 162 - Converjint Judicial Emergency Exit Lock
- g. Jail Core Agreement for HC CO Detention Center
- h. HC DHS - Las Animas County Individual & Family Therapy Agreement
- i. Quote for Huerfano County DocuSign Renewal
- j. Emergency Management Performance Grant (EMPG) Special Project
- k. Emergency Management Community Wildfire Protection Plan (CWPP) CSFS Grant
- l. Bulk Water Permit - Robin Draschil
- m. GPID Water Tap Permit - Nicole Sudderth
- n. Vendor Run - October 2023
- o. 2022 FY Audit Engagement Letter Agreement - Hinkle & Company
- p. 2022 FY Final Audit Report - Hinkle & Company
- q. DHS Computer Refresh IGA
- r. LAC Regional Partnership Letter of Support
- s. LEC Kitchen Hood Design Quote - McKinstry
- t. LEC DX Cooling Design Quote - McKinstry
- u. Fox Theatre - A&E Add Service Request
- v. Spanish Peaks Airfield Electrical Rehab Independent Fee Estimate
- w. Cuchara Foundation - Request for Transfer of Ownership CMP

8. STAFF REPORTS

- a. County Administrator
- b. County Attorney

9. CORRESPONDENCE

- a. CTSI - Technical Update Secure Act 2.0_v2
- b. CTSI - Technical Update Wildfire Mitigation-V2
- c. CTSI - Technical Update Hostile Work Environment
- d. Hoehn Masonry Field Report #4
- e. Spanish Peaks Harp Retreat Board Thank You & P&R Donation
- f. USDOT-FAA Using unmanned Aircraft to disperse wildlife at an airport

g. LVFPD - Letter from Chief Ron Jameson Keep CR 363 Open

h. Airport Master Plan & Recommendations by Armstrong

10. EXECUTIVE SESSION

- a. For a conference with a County Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. §24-6-402(4)(b). **Solano v. Board of County Commissioners**
- b. For a conference with a County Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. §24-6-402(4)(b). **County Road 346 Encroachment**
- c. For a conference with a County Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. §24-6-402(4)(b). **Cuchara Mountain Park Lift 4**
- d. For discussion of a personnel matter under C.R.S. §24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees. **Department of Human Services Staffing**

11. ADJOURNMENT

12. UPCOMING MEETINGS

- a. 1:00pm Budget Workshop - County Assessor
- b. 1:30pm Budget Workshop - County Treasurer
- c. 2:00pm Budget Workshop - County Sheriff
- d. 2:30pm Budget Workshop - County Clerk & Recorder



**BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
August 22, 2023 at 10:00 AM**

10:00 AM - PUBLIC MEETING

Commissioner Andreatta called the meeting to order followed by the Pledge of Allegiance. Commissioners Andreatta and Sporleder were present. Chairman Galusha was absent.

AGENDA APPROVAL

Motion to approve the August 22, 2023 Agenda as presented.

Motion: Sporleder Second: Andreatta

Discussion: None Resolved: Motion passed.

Sporleder: Yes Andreatta: Yes

CONSENT AGENDA

Motion to approve the Consent Agenda as presented.

Motion: Sporleder Second: Andreatta

Discussion: None Resolved: Motion passed

Sporleder: Yes Andreatta: Yes

CONSENT AGENDA 8/22/2023

- a. Kyle Gomez New Hire
- b. Donald Ortiz Resignation
- c. Austin Maddox Resignation
- d. Dillon Maddox Resignation
- e. Cameron Gonzales Rehire
- f. Morgan Chapman Resignation
- g. Stuart Pino Moving Position to Detention
- h. Tyler Martin Rehire

PUBLIC COMMENT

- a. Ryan Gies, County resident – Thank you to Road & Bridge Dept and a request to add a budget line item for fixing certain road issues on County Road 340.

APPOINTMENTS

- a. Honoring Elders and Youngers - Sandy Dolak
 Congratulations to Rusty Majors who is the “Younger” this month and can’t be here today because he is attending college. His family is here to receive the reward on his behalf. Rusty Majors will receive a Letter of Appreciation and a sweatshirt with the county logo on it.

LAND USE – None

ACTION ITEMS

- a. Resolution 23-34 Appointing Lynne Bushaw to the HCBA
Motion to approve Resolution #23-34 Appointing Lynne Bushaw to the Huerfano County Building Authority Board for a term expiring on December 31, 2027.

Motion: Sporleder Second: Andreatta
 Discussion: None Resolved: Motion passed
 Sporleder: Yes Andreatta: Yes

- b. Resolution 23-35 Rio Cucharas Inn Acceptance
Motion to approve Resolution #23-35 Accepting two General Warranty Deeds from Shailesh Patel and Rio Cucharas, LLC for the property known at the Rio Cucharas Inn.

Motion: Sporleder Second: Andreatta
 Discussion: None Resolved: Motion passed
 Sporleder: Yes Andreatta: Yes

- c. American Fidelity Critical Illness Master Application
Motion to accept the American Fidelity Critical Illness Master Application.

Motion: Sporleder Second: Andreatta
 Discussion: None Resolved: Motion passed
 Sporleder: Yes Andreatta: Yes

- d. American Fidelity Disability Master Application
Motion to accept the American Fidelity Disability Master Application.

Motion: Sporleder Second: Andreatta
Discussion: None Resolved: Motion passed
Sporleder: Yes Andreatta: Yes

- e. 2023 Election IGA between HC & City of Walsenburg
Motion to approve the InterGovernmental Agreement (IGA) between Huerfano County & the City of Walsenburg for the 2023 Election.

Motion: Sporleder Second: Andreatta
Discussion: None Resolved: Motion passed
Sporleder: Yes Andreatta: Yes

- f. 2023 Election IGA between HC & RE-1 School District
Motion to approve the InterGovernmental Agreement (IGA) between Huerfano County & RE-1 School District for the 2023 Election.

Motion: Sporleder Second: Andreatta
Discussion: None Resolved: Motion passed
Sporleder: Yes Andreatta: Yes

- g. 2023 Election IGA between HC & RE-2 School District
Motion to approve the InterGovernmental Agreement (IGA) between Huerfano County & RE-2 School District for the 2023 Election.

Motion: Sporleder Second: Andreatta
Discussion: None Resolved: Motion passed
Sporleder: Yes Andreatta: Yes

- h. Owl Labs PO 138 Meeting Owl Bar
Motion to approve Purchase Order # 138 to Owl Labs for an Owl Bar for Community Center meeting room in the amount of \$2,999.00.

Motion: Sporleder Second: Andreatta
Discussion: None Resolved: Motion passed
Sporleder: Yes Andreatta: Yes

- i. Penrose Steel & Tubing PO 140 Cattle Guards
Motion to approve Purchase Order # 140 to Penrose Steel & Tubing Inc. for metal to build five (5) cattle guards in the amount of \$3,012.57.

Motion: Sporleder Second: Andreatta
Discussion: None Resolved: Motion passed
Sporleder: Yes Andreatta: Yes

j. DHS Letter of Support

Motion to approve and sign the letter of support to the Department of Health Care Policy & Financing & Behavioral Health to change the Department of Human Services Reasonable Accountability Entity (RAE) region.

Motion: Sporleder Second: Andreatta
Discussion: None Resolved: Motion passed
Sporleder: Yes Andreatta: Yes

k. Corey & Sara Enders Bulk Water Permit

Motion to approve the Bulk Water Permit for Corey & Sara Enders in Gardner.

Motion: Sporleder Second: Andreatta
Discussion: None Resolved: Motion passed
Sporleder: Yes Andreatta: Yes

l. Christopher Snyder Bulk Water Permit

Motion to approve the Bulk Water Permit for Christopher Snyder in Gardner.

Motion: Sporleder Second: Andreatta
Discussion: None Resolved: Motion passed
Sporleder: Yes Andreatta: Yes

m. James Trujillo GPID Water & Sewer Tap Permit

Motion to approve the water and sewer tap permit with GPID for James Trujillo with the 3/4” standard tap water line honoring the 5/8” fee schedule.

Motion: Sporleder Second: Andreatta
Discussion: Tap size and the need to update/ amend the resolution tap size and fee schedule for the future.
Resolved: Motion passed
Sporleder: Yes Andreatta: Yes

n. IAMGIS Software Purchase

Motion to approve IAMGIS 1-year contract Agreement between Huerfano County and IAMGIS Group, LLC for GIS software solution over the Internet providing digital

inventories of assets and infrastructure and maintenance and support for a 12-month period starting September 1st, 2023, for \$1,000.00.

Motion: Sporleder Second: Andreatta
Discussion: None Resolved: Motion passed
Sporleder: Yes Andreatta: Yes

- o. Arthur Martinez P&R Contract
Motion to approve the employment contract for Art Martinez for a Utility position for Parks & Recreation.**

Motion: Sporleder Second: Andreatta
Discussion: None Resolved: Motion passed
Sporleder: Yes Andreatta: Yes

STAFF REPORTS

- a.** County Administrator – Carl Young, Regarding the Knights’ Inn location, US HWY 160, Staff has condemned the accessory building/ the Land Sale building. The building that actually burned has not been condemned because they are doing asbestos testing first.
- b.** County Attorney – Lisa Powell-DeJong – Nothing to report.

CORRESPONDENCE

- a.** Adam State Invitation - Donor & Student Recognition Dinner
- b.** CTSI - Cybersecurity Reminders AI & Phishing
- c.** CTSI - CONFIDENTIAL CAPP MONTHLY REPORTS JUL 2023
- d.** CTSI - Personal Appliances in the Workplace
- e.** First National Bank Anniversary Invitation
- f.** Hoehn Report HC Courthouse Masonry Project

EXECUTIVE SESSION – None

10:47 AM – ADJOURN REGULAR MEETING

Commissioner Andreatta called to adjourn the Regular BOCC meeting at 10:47 AM.

Meeting adjourned at 10:47 AM.

Erica Vigil, County Clerk & Recorder
Clerk to the Board of County Commissioners

COMMISSIONERS:

 --ABSENT--
John Galusha, Chairman

Arica Andreatta

Karl Sporleder



**BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
September 12, 2023 at 10:00 AM**

10:00 AM - PUBLIC MEETING

**Chairman Galusha called the meeting to order followed by the Pledge of Allegiance.
Chairman Galusha and Commissioners Andreatta and Sporleder were present.**

AGENDA APPROVAL

**Motion to approve the September 12, 2023 Agenda as amended, which removes item 7a, under
Action Items: Resolution 23-36 Amending the Land Use Code.**

Motion: Andreatta Second: Sporleder
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

CONSENT AGENDA

Motion to approve the Consent Agenda as presented.

Motion: Sporleder Second: Andreatta
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

CONSENT AGENDA 09/12/2023

- a. Meeting Minutes for July 25, 2023
- b. Meeting Minutes for August 1, 2023
- c. Meeting Minutes for August 4, 2023
- d. Kandy Wiseman New Hire
- e. Victoria Bustos Driskill New Hire
- f. Patricia Marshburn New Hire

- g. Conor Orr Parks & Rec Full Time to Part Time
- h. Jeffrey Schnedler Promotion
- i. Jessica Espinoza Rescind Resignation
- j. Youth Corps End of Season
- k. Kim Trujillo Phone Stipend
- l. David Tesitor Resignation - Planning Commission
- m. Abatement 23-19 SC Council of Governments – **APPROVED Parcel # 38540 2021 \$3,204.06; 2022 \$3,058.04**

PUBLIC COMMENT - None

APPOINTMENTS

- a. Honoring Veteran Harold Pfeifer – Proclamation #23-03.
Motion to approve Proclamation #23-03 Proclamation Recognizing Harold Pfeifer and Proclaiming September 17th, 2023 as “Harold Pfeifer Day” in Huerfano County, Colorado.

Motion: Andreatta Second: Sporleder
 Discussion: None Resolved: Motion passed by unanimous vote.
 Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- b. Josh Wehe, Jade Communication ROW Permit Fee Waiver Request
Motion to approve the Right of Way Excavation Permit to Jade Communications, for Spanish Peaks and Panadero Loop, and waiving the permit fee; and requesting bond of \$50,000 to Huerfano County until project is completed; and requesting Jade will speak with Jerry Sporcich R&B, to agree on road conditions, before any work is started.

Motion: Andreatta Second: Sporleder
 Discussion: None Resolved: Motion passed by unanimous vote.
 Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

LAND USE

- a. Joint Public Hearing: 23-028 Vacate Mohr
 Tabled due to lack of quorum of the Planning Commission.

ACTION ITEMS

- a. ~~Resolution 23-36 Amending the Land Use Code~~

b. Resolution 23-37 Adopting PII Policy

Motion to approve Resolution # 23-37 Adopting a Policy for the Protection of Personally Identifiable Information.

Motion: Sporleder Second: Andreatta
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

c. Resolution 23-38 Appointment Laura Hutchinson SPLD Board

Motion to approve Resolution #23-38 Appointing Laura Hutchinson to the Spanish Peaks Library District Board of Trustees for a term expiring on September 1, 2028.

Motion: Andreatta Second: Sporleder
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

d. Resolution 23-39 Appointment Raymond Hutchinson SPLD Board

Motion to approve Resolution #23-39 Appointing Raymond Hutchinson to the Spanish Peaks Library District Board of Trustees, for a term expiring on September 1, 2028.

Motion: Sporleder Second: Andreatta
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

e. Resolution 23-40 Appointment James Whitley SPLD Board

Motion to approve Resolution #23-40 Appointing James Whitley to the Spanish Peaks Library District Board of Trustees for a term expiring on September 1, 2028.

Motion: Andreatta Second: Sporleder
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

f. Ordinance 23-01 Marijuana Licensing

Motion to adopt first reading of Ordinance #23-01 regarding Marijuana Licensing and publish in newspaper for a Public Hearing date of October 10th, 2023.

Motion: Andreatta Second: Sporleder
Discussion: None Resolved: Motion passed by unanimous vote.

Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- g. Josh Wehe, Jade Communication ROW Permit
Handled under Appointments, Item B.
- h. Letter Notice of Intent to Evaluate Potential Fire Suppression Ponds
Motion to approve the signing of the Notice of Intent to Evaluate Potential Fire Suppression Ponds letter and then submit letter to the Colorado State Engineer.

Motion: Andreatta Second: Sporleder
 Discussion: None Resolved: Motion passed by unanimous vote.
 Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- i. Gardner Wastewater Systems Improvement Project Engineering Agreement
Motion to approve the Engineering Agreement with GMS, Inc. with a total amount not to exceed \$345,400.00.

Motion: Andreatta Second: Sporleder
 Discussion: None Resolved: Motion passed by unanimous vote.
 Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- j. August 2023 Vendor Run
Motion to approve the August 2023 Vendor Run in the amount of \$562,969.51.

Motion: Sporleder Second: Andreatta
 Discussion: None Resolved: Motion passed by unanimous vote.
 Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- k. Spanish Peaks Air Field 2023 Lease Assignment - John Schaffer
Motion to approve the Lease Assignment, entered into on June 3, 2023, between Michael Cook and John Shaffer regarding Hangar 4, located at the Spanish Peaks Air Field.

Motion: Andreatta Second: Sporleder
 Discussion: None Resolved: Motion passed by unanimous vote.
 Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- l. Monday.com Annual Renewal Agreement
Motion to approve and sign Monday.com Annual Renewal Contract for 12 months effective October 13, 2023 through October 12, 2024, in the amount of \$13,200.00.

Motion: Sporleder Second: Andreatta

Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- m. Special Events Liquor Permit Cuchara Mountain Park
Motion to approve the Application for a Special Events Liquor Permit for Cuchara Mountain Park for event to be held on 10/14/2023 from 3:30pm to 9:00pm.

Motion: Sporleder Second: Andreatta
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- n. Emergency Management Mutual Aid Agreement
Motion to approve the South Region Emergency Management Mutual Aid Agreement between Custer, Fremont, Huerfano, Las Animas and Pueblo Counties which allows assistance with Emergency Operations personnel, resources, equipment and facilities, beginning with a three year term and with no cost associated with the first three operational periods, for equipment and personnel.

Motion: Andreatta Second: Sporleder
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- o. Deputy Coroner Services Agreement Contract - Colin Low
Motion to approve the Contract for Services Agreement, entered into September 1, 2023 between Huerfano County and Colin Low as Deputy Coroner Contractor, and continuing as needed.

Motion: Sporleder Second: Andreatta
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- p. CR 543 Bridge Waiver Valuations
Motion to accept the waiver valuations for Rowland and Bar H Ranch Right of Way Acquisitions, both with a total compensation estimate of \$500.00.

Motion: Andreatta Second: Sporleder
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

q. CCI Legislative Committee Commissioner Designation Form

Motion to appoint Commissioner Karl Sporleder as Commissioner Designee, for CCI's Legislative Committee, to vote on the 2024 Legislative Priorities and also appoint Commissioner John Galusha as the alternate.

Motion: Andreatta Second: Sporleder
 Discussion: None Resolved: Motion passed by unanimous vote.
 Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

r. CCI Request for Representation - MAT Expansion Program Advisory Board

Motion to appoint Commissioner John Galusha to the Medication Assisted Treatment (MAT) Expansion Advisory Board and appointing Commissioner Arica Andreatta to serve as the alternate.

Motion: Galusha Second: Sporleder
 Discussion: None Resolved: Motion passed by unanimous vote.
 Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

s. Emergency Services Request for Dispatch Overtime Payout

Motion to approve the payout of all worker overtime in Dispatch from (the dates to coincide with current pay periods) approximately September 10th, 2023 until December 15th, 2023 and not to exceed \$10,000.

Motion: Andreatta Second: Sporleder
 Discussion: None Resolved: Motion passed by unanimous vote.
 Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

t. Salamander Agreement with La Veta Fire Protection District

Motion to approve the signing of the agreement between La Veta Fire Protection District and Huerfano County for Salamander credentialing system usage, effective on September 1, 2023.

Motion: Andreatta Second: Sporleder
 Discussion: None Resolved: Motion passed by unanimous vote.
 Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

u. PO 146 - R&B Tires for Skid Steer

Motion to approve Purchase Order #146 to Southern Tire Mart for purchase of tires for Skid Steer in the amount of \$3,092.00

Motion: Sporleder Second: Andreatta
 Discussion: None Resolved: Motion passed by unanimous vote.

Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- v. Door Opener Quotes for Gardner Community Center
Motion to approve DH Pace quote for install of new auto door opener at the community center in Gardner, including warranty and install, for the amount of \$4,452.00.

Motion: Andreatta Second: Sporleder
 Discussion: None Resolved: Motion passed by unanimous vote.
 Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- w. Door Opener & Ramp quote for HC Courthouse
Motion to approve DH Pace quote for auto door opener in the basement of Huerfano County Courthouse, including warranty and install, in the amount of \$4,452.00; as well as, purchase of 8 foot ramp from Home Depot Pro for the amount of \$1,370.28.

Motion: Andreatta Second: Sporleder
 Discussion: None Resolved: Motion passed by unanimous vote.
 Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- x. Secure Rural Schools (SRS) Title Allocation Election
Motion to approve the allocation of 80% (\$98,160) to Title I, 5% (\$6,135) to Title II, 15% (\$18,405) to Title III, totaling 100% of \$122,700.

Motion: Andreatta Second: Sporleder
 Discussion: None Resolved: Motion passed by unanimous vote.
 Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- y. Proposition 123 Letters to City and Town
Motion to approve the letters for signature and disbursement, to both Town of La Veta and City of Walsenburg, regarding Proposition 123 to fund affordable housing programs.

Motion: Andreatta Second: Sporleder
 Discussion: None Resolved: Motion passed by unanimous vote.
 Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- z. Letter to City, Town, and Parks and Rec District on Collaboration
Motion to approve the letters for signature, to City of Walsenburg, Town of La Veta and Huerfano Parks and Recreation District, regarding the collaboration on Parks & Outdoor Recreation.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

aa. Letter to Panadero Ski Corp Lift 4 damage

Before taking any action on Panadero Ski Corp Lift 4 damage, discussion will be with the attorney in Executive Session. No action will be taken in Executive Session. Potentially action to be taken after.

bb. DHS Organizational Assessment

Before taking any action on the DHS Organizational Assessment, discussion will be with the attorney in Executive Session. No action will be taken in Executive Session. Potentially action to be taken after.

STAFF REPORTS

a. County Administrator – Carl Young – Listed in a report the accomplishments, updates and upcoming activities. This list included:

- Badito Ranch on the River Community Meeting
- Fox Theater Phase 1 Rehabilitation Project
- Cuchara and Gardner Multi-Use Path Projects
- Gardner Plaza Project
- Spanish Peaks Airfield AWOS
- Housing Needs Assessment
- DOLA Energy Impact Grants
- Procurement Update

b. County Attorney – Lisa Powell-DeJong – Nothing to report here but there is an Executive Session.

CORRESPONDENCE

- a. CTSI - Controlling-Claim-Costs - Why does it matter
- b. CTSI - Tenant-Users-Liability-Insurance-Policy
- c. Confidential GPID Bulk Water Report August 2023
- d. Confidential GPID GSWD Report August 2023
- e. Treasurer July 2023 Report
- f. Marta Moore (Valley Winds) Dry Creek Rd- CO RD 363

EXECUTIVE SESSION

Commissioner Andreatta made motion to go into Executive Session at 11:40 AM for: a. For the purpose of receiving legal advice on specific legal questions under C.R.S. §24-6-402(4)(b). Regarding **Cuchara Mountain Park Lift 4 Liability**; and b. For a conference with the County Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. §24-6-402(4)(b). Regarding **County Road 346 Right of Way Encroachment**; as well as two items being added, c. For discussion of a personnel matter under C.R.S. §24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees; and d. For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. §24-6-402(4)(e).

Motion: Andreatta Second: Sporleder

Discussion: No actions will be taken during Executive Session. Potentially action to be taken after Executive Session.

Resolved: Motion passed by unanimous vote.

Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

11:42 AM Recess Regular BOCC Meeting

Chairman Galusha called to recess Regular meeting.

11:55 AM Executive Session

Chairman Galusha called to go into Executive Session at 11:55 AM.

12:42 PM Adjourn Executive Session

Chairman Galusha called to come out of the Executive Session at 12:42 PM

12:43 PM Reconvene Regular Meeting

Chairman Galusha called to reconvene the Regular BOCC Meeting at 12:43 PM.

ACTION ITEMS (continued from above)

- aa. Letter to Panadero Ski Corp Lift 4 damage
Motion to discontinue all operations regarding Lift 4 until the County Administrator on behalf of the County Commission has accepted the credentials of a Certified Lift Technician, under the professional guidance of a Certified Engineer, in conjunction with the Colorado Tram Board.

Motion: Andreatta Second: Sporleder
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

bb. DHS Organizational Assessment
Two motions were made after the Executive Session.

Motion to (1) continue Sheila Hudson-Macchietto’s contract through the end of the current period, October 31, 2023 and not renew for another year; (2) place Sheila Hudson-Macchietto on paid administrative leave until the end of her contract; and (3) terminate Dawn Martinez as Director Designate noting that she did not meet the expectations of the Board during her probationary period.

Motion: Andreatta Second: Sporleder
Discussion: It has been overwhelmingly affirmed that Sheila Hudson-Macchietto has earned a great deal of respect from her staff during her employment with Huerfano County Department of Human Services and in turn has earned the respect and trust of the current Board of County Commissioners. We believe this is likely also true regarding her past employees and past BOCC boards she has worked with. We, however, as the board of county commissioners believe that we have made the wrong decision in appointing Sheila’s successor. Because of the complex nature of this matter, we believe it is best to fulfill the remainder of Sheila’s contract through November 1st 2023 without her physical presence at the Department of Human Services. And terminate the employment of Dawn Martinez effective immediately with DHS.

Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

And the second motion:
Motion to direct the County Administrator to ensure DHS remains functioning legally until an interim or permanent director is hired.

Motion: Andreatta Second: Sporleder
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

12:53 PM Adjourn Regular BOCC Meeting
Chairman Galusha called to adjourn the Regular BOCC meeting at 12:53 PM.

Meeting adjourned at 12:53 PM.

Erica Vigil, County Clerk & Recorder
Clerk to the Board of County Commissioners

COMMISSIONERS:

John Galusha, Chairman

Arica Andreatta

Karl Sporleder



**BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
September 26, 2023 at 10:00 AM**

10:00 AM - PUBLIC MEETING

Chairman Galusha called the meeting to order followed by the Pledge of Allegiance.
Chairman Galusha, Commissioner Andreatta and Commissioner Sporleder were present.

AGENDA APPROVAL

Motion to approve the September 26, 2023 Agenda with the following amendment, removing ACTION ITEMS 7c, 7d, and 7e, see strikethrough below.

Motion: Andreatta Second: Sporleder
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

CONSENT AGENDA

Motion to approve the Consent Agenda as presented.

Motion: Sporleder Second: Andreatta
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

CONSENT AGENDA 09/26/2023

- a. Meeting Minutes August 8, 2023
- b. Dawn Martinez Pink Sheet DHS
- c. Christiana Camacho Wage Increase Elections
- d. Cameron Wardell New Hire SO
- e. Dan Mathews New Hire SO
- f. Zechariah Werner Wage Increase SO

- g. Hallie Coulter Temporary Increase for Extra Duties
- h. Dreama Ortivez Temporary Increase for Extra Duties
- i. Kathleen O'Rourke Temporary Increase for Extra Duties
- j. Andrea Montoya Temporary Increase for Extra Duties
- k. Karina Sierra Temporary Increase for Extra Duties
- l. Abatement # 23-20 - Robert P & Geraldine A Benesky – **Approved – Schedule 474758 – 2021 \$221.28; 2022 \$203.85**
- m. Abatement # 23-21 - Will & Janet St. Jacques – **Approved – Schedule 474802 – 2021 \$1,552.83; 2022 \$1,310.94**

PUBLIC COMMENT

- a. Al Meisman – Resident - read a handout that he gave to the board.
- b. Jaime Strickler – (See - *Letter request for increase water - Jaime Strickler* - in Correspondence) - Asking for increase of 1500 gallons of water per month.

Motion to allow Adam and Jaime Strickler to open a 2nd Bulk Water account on their Gardner property, for a time limit of one year from the opening of account, for the amount of \$0.05 per gallon.

Motion: Andreatta Second: Sporleder
 Discussion: None Resolved: Motion passed by unanimous vote.
 Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- c. Kim & Faith Brunner – Upon the Rock Christian Camp – Asking for information about the progress of restoring County Road 421.

APPOINTMENTS

- a. Honoring Elders and Youngers - Sandy Dolak
Sister Carol Tlach & Carolyn Newman are our Honorees for this month. Both of them received a Letter of Appreciation and a sweatshirt with the County logo on it. Thank you for all you do for our community!
- b. Proclamation #23-04 October 2023 Residents Rights Month - Elizabeth Kelly
Elizabeth Kelly is the Regional Long-Term Care Ombudsman for our Bi-County area. She works for the Area Agency on Aging at the Council of Governments and is here to accept the Residents Rights Month Proclamation. Chairman John Galusha read the Proclamation.

Motion to approve Proclamation #23-04 Recognizing National Long-Term Care Residents’ Rights Month October 2023.

Motion: Andreatta Second: Sporleder
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- c. Coroners 2022 Annual Report - Vonnie Valdez
Vonnie
Valdez presented the Huerfano County Coroners 2022 Annual Report.

LAND USE - None

ACTION ITEMS

- a. Purchase Order 148 - Convergent - Judicial Center
Motion to approve Purchase Order # 148 to Convergent for locks and security at the Judicial Center in the amount of \$7,740.00.

Motion: Sporleder Second: Andreatta
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- b. Purchase Order 151 - Watts Upfitting - Computer Fittings for Patrol Cars
Motion to approve Purchase Order # 151 to Watts Upfitting Inc, in amount of \$37,197.19, for install and mount equipment in Patrol vehicles, for computer systems.

Motion: Andreatta Second: Sporleder
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- ~~c. Health Care Provider Service Agreement - Dee Lyons & Sheriff's Office~~
- ~~d. Employment Contract MOU - Celia Salazar & Sheriff's Office~~
- ~~e. Employment Contract MOU - Natasha Reifschneider & Sheriff's Office~~

f. KLJ Engineering - General On-Call Services Task Order

Motion to approve the Task Order from KLJ Engineering for General On-Call Services in an amount not to exceed \$10,000 without prior authorization.

Motion: Andreatta Second: Sporleder
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

g. SO CO RETAC Grant Application

Motion to approve Southern Colorado RETAC (Regional EMS and Trauma Advisory Councils) Grant Application for Spanish Peaks Regional Health Center with the requested amount of \$15,000.

Motion: Sporleder Second: Andreatta
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

h. SO CO RETAC Board Members Amended Letter

Motion to approve the appointments of the Spanish Peaks Regional Health Center Ambulance Service, to the Southern Colorado RETAC (Regional EMS and Trauma Advisory Councils) Board.

Motion: Andreatta Second: Sporleder
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

i. Signature Page for Fox October SHF Grant

Motion to sign as Property Owner, on the History Colorado State Historical Fund Application signature page for Fox Theatre’s Phase 2 Grant.

Motion: Andreatta Second: Sporleder
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

j. Bulk Water Permit - William DuPrez
Motion to approve the Bulk Water Permit #23-0007 for William DuPrez.

Motion: Sporleder Second: Andreatta
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

k. Bulk Water Permit - Richard Kattar
Motion to approve the Bulk Water Permit #23-0008 for Richard and Kathryn Kattar.

Motion: Andreatta Second: Sporleder
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

l. Bulk Water Permit - Hirsch Rocchi Living Trust
Motion to approve Bulk Water Permit #23-0006 for Hirsch Rocchi Living Trust.

Motion: Sporleder Second: Andreatta
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

m. Vendor Run - September 2023
Motion to approve the September 2023 Vendor Run in amount of \$508,035.14.

Motion: Andreatta Second: Sporleder
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

n. Kansas Building (EOC) Doors Quote - Lost in the Woods Woodworking
Motion to approve quote from Lost in The Woods Woodworking for the Kansas Building, for the door that was damaged, in an amount not to exceed \$9,850.00.

Motion: Andreatta Second: Sporleder
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- o. Rio Cucharas Inn - Quotes to Clean Up & Board
Motion to approve the Home Depot Pro Invoice in the amount of \$2,283.56, encouraging staff to explore options of free delivery, and also asking Walsenburg Lumber if they can meet or beat the price.

Motion: Andreatta Second: Sporleder
 Discussion: None Resolved: Motion passed by unanimous vote.
 Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- p. Letter of Support La Veta for Cuchara River Trail Planning Grant
Motion to approve the letter of support, to Colorado Parks & Wildlife, on behalf of the Town of La Veta, supporting the Non-Motorized Trail Planning Grant Application.

Motion: Andreatta Second: Sporleder
 Discussion: None Resolved: Motion passed by unanimous vote.
 Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- q. SCEDD Recompete Grant Letter of Support
Motion to approve the letter of support, to Commerce for Economic Development Administration, supporting the SCEDD (Southern Colorado Economic Development District) Recompete Pilot Program Grant Application.

Motion: Sporleder Second: Andreatta
 Discussion: None Resolved: Motion passed by unanimous vote.
 Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

STAFF REPORTS

- a. County Administrator – Carl Young – Listed in a report the accomplishments, updates and upcoming activities. This list included:
 - New Job Portal
 - Badito Ranch on the River Community Meeting
 - Fox Theater Phase 1 Rehabilitation Project
 - Procurement Update

- Spanish Peaks Airfield Master Plan Update
- Spanish Peaks Airfield Capital Improvement Plan Update
- Spanish Peaks Airfield AWOS
- Housing Needs Assessment

Carl Young continued: Not in the Administrator’s Report is that last week we received word that the Court of Appeals denied our stay in the Solano Case. In order to not be in contempt, we need to release a motion to begin the process of additional appropriation in the amount of \$162,000.00.

Motion to instruct the Administrator to prepare a supplement appropriation in the amount of \$162,000 for the District Attorney’s Office.

Motion: Andreatta Second: Sporleder
 Discussion: None Resolved: Motion passed by unanimous vote.
 Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- b. County Attorney – Lisa Powell- DeJong is working on several things and there is an Executive Session today.

CORRESPONDENCE

- a. CCI - Proposed Budget & Dues 2024 Schedule
- b. Hole in the Wall POA Letter - CO RD 363
- c. CDVA - Veterans Service's Audit Update 9-2023
- d. CONFIDENTIAL CAPP Monthly Aug 2023 Report
- e. CTSI - Technical Update - CDL Regulations
- f. CTSI - Technical Update - Safety Committee Functions
- g. Letter request for increase water - Jaime Strickler
- h. Adams State Foundation - Thank You Letter to HC

11:26 AM - EXECUTIVE SESSION

Chairman Galusha made a motion to go into Executive Session at 11:26 AM For a conference with a County Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. §24-6-402(4)(b). Specifically, **County Road 346 Right of Way Encroachment.**

Motion: Chairman Galusha Second: Sporleder
 Discussion: No action will be taken in Executive Session.
 Resolved: Motion passed by unanimous vote.
 Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

11:26 AM Recess Regular BOCC Meeting

Chairman Galusha called to recess Regular BOCC meeting and go into Executive Session.

11:56 AM Adjourn Executive Session

Chairman Galusha called to come out of the Executive Session at 11:56 AM.

11:56 AM Reconvene Regular Meeting

Chairman Galusha called to reconvene the Regular BOCC Meeting at 11:56 AM.

11:57 AM Adjourn Regular Meeting

Chairman Galusha called to adjourn the Regular BOCC meeting at 11:57AM.

Meeting adjourned at 11:57 AM.

Erica Vigil, County Clerk & Recorder
Clerk to the Board of County Commissioners

COMMISSIONERS:

John Galusha, Chairman

Arica Andreatta

Karl Sporleder



**BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING *MINUTES*
October 10, 2023 at 10:00 AM**

10:00 AM - PUBLIC MEETING

Chairman Galusha called the meeting to order followed by the Pledge of Allegiance.

Chairman Galusha and Commissioner Sporleder were present in-meeting and Commissioner Andreatta was present on-line.

AGENDA APPROVAL

Motion to approve the October 10, 2023 Agenda as presented.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

CONSENT AGENDA

Motion to approve the October 10, 2023 Consent Agenda as presented.

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

CONSENT AGENDA 10/10/2023

- a. Susan Shoop Termination
- b. Francisco Lantis Moving Positions SO

PUBLIC COMMENT –

- a. Al Meisman – County resident – Mr. Meisman read a paper he handed out to the board.
- b. Richard Goodman – County resident – Asked first to pray for Israel and then asked the commissioners to Not approve Ordinance #23-01 Marijuana Licensing.
- c. Debra Malone – Regarding Action Item 7p – Purchase Order to South Central Council of Governments (SCCOG) for Scenic Highway of Legends who with support from Las Animas and Huerfano County applied for a TAP Grant. South Central Council of Governments (SCCOG) is the fiscal agent. This purchase order covers Huerfano County’s portion of the match amount.

Motion to approve Purchase Order #156 to South Central Council of Governments (SCCOG) for Huerfano County’s portion of the match for a TAP Grant for Highway of Legends, in the amount or \$39,633.00.

Motion: Sporleder Second: Andreatta

Discussion: Chairman John Galusha said as full disclosure, “I am the Vice President of the SCCOG and I benefit from this in no way.”

Resolved: Motion passed by unanimous vote.

Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

APPOINTMENTS

- a. David Steffan - Middle Creek Restoration Project -
Motion to approve permission for access off of County Road 442 for the Water Conservancy District and subcontractors to complete the final phase of the Spring Creek Fire Remediation Project.

Motion: Sporleder Second: Andreatta

Discussion: None Resolved: Motion passed by unanimous vote.

Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- b. Resolution #23-42 Supplemental Appropriation for the 3rd Judicial District Attorney –
Chairman Galusha called for Public Comment on this Resolution #23-42. There was no Public Comment.

Motion to approve Resolution #23-42 RESOLUTION MAKING A SUPPLEMENTAL APPROPRIATION FOR THE OFFICE OF THE 3RD JUDICIAL DISTRICT ATTORNEY FOR THE 2023 FISCAL YEAR AND MAKING TRANSFERS THEREFORE.

Motion: Andreatta Second: Sporleder

Discussion: None Resolved: Motion passed by unanimous vote.

Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- c. 2024 Preliminary Budget Presentation
Carl Young, County Administrator presented the FY2024 Proposed Budget.

Motion to accept the FY2024 Proposed Budget in compliance with statute; instructing the Administrator to publish the budget & set November 14, 2023 as date for Public Hearing.

Motion: Andreatta Second: Sporleder
 Discussion: None Resolved: Motion passed by unanimous vote.
 Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

LAND USE

- a. Permit #23-028 - Vacate Mohr - Joint Public Hearing
Sky Tallman, Land Use Director opened Joint Public Hearing on Permit #23-028 regarding Johnathan Mohr’s request to vacate. Since there were no comments, Sky Tallman closed the Joint Public Hearing and this will now be sent to the Planning Commission for review. No action taken.
- b. Permit #23-035 - Vacate Schwery - Joint Public Hearing
Sky Tallman, Land Use Director opened Joint Public Hearing on Permit #23-035 regarding Susan Schwery’s request to vacate. Since there were no comments, Sky Tallman closed the Joint Public Hearing and this will now be sent to the Planning Commission for review. No action taken.
- c. Marijuana Licensing Ordinance Hearing –
Sky Tallman, Land Use Director stated this is a second reading of an Ordinance to amend the way Huerfano County regulates Marijuana. Sky Tallman called for Public Comment. Rachael Ardanuy, RZA Legal, offered several practical recommendations for streamlining and improving the process. Sky Tallman closed the Public Comments. Also, a date will be set for a future workshop on this topic.

ACTION ITEMS

- a. Resolution #23-42 3rd Judicial District Attorney Supplemental Appropriation
Already approved under Appointments Item B.
- b. Resolution #23-41 Opposing TPR Changes
Motion to approve Resolution #23-41 A RESOLUTION OPPOSING A CHANGE TO THE SOUTH CENTRAL AND SOUTHEASTERN TRANSPORTATION PLANNING REGION BOUNDARIES.

Motion: Andreatta Second: Sporleder
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- c. Ordinance #23-01 Marijuana Licensing Second Reading
See above Land Use Item c.
- d. Department of Human Services 2024 Budget
Motion to approve the Department of Human Services (DHS) 2024 Budget with permission of the acting Department of Human Services director to present to the State of Colorado.

Motion: Andreatta Second: Sporleder
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- e. 611 Main St Project - Bid for Interior finishes
Motion to approve the bid from Ron Pino, for interior finish work at 611 Main Street, in amount of \$3,000, payable at completion of job.

Motion: Andreatta Second: Sporleder
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- f. San Carlos Ranger District - Colorado Parks Wildlife Grant Letter of Support
Motion to approve the Letter of Support for San Carlos Ranger District’s Non-Motorized Trail Crew project.

Motion: Sporleder Second: Andreatta
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- g. Health Care Provider Service Agreement - Dee Lyons & Sheriff’s Office
Motion to approve the Health Care Provider Service Agreement between Huerfano County Sheriff’s Office and Dee Lyons, RN, MSN, FNP with compensation paid at a rate of \$125.00 per hour.

Motion: Andreatta Second: Sporleder
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- h. Employment Contract MOU - Celia Salazar & HCSO
Motion to approve the Employment Contract Memorandum of Understanding between Huerfano County Sheriff’s Office and Celia Salazar, Transition Coordinator, Narcan Trainer with compensation paid at a rate of \$30.00 per hour and term expiring June 30, 2024.

Motion: Sporleder Second: Andreatta
 Discussion: None Resolved: Motion passed by unanimous vote.
 Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- i. Employment Contract MOU - Natasha Reifschneider & HCSO
Motion to approve the Employment Contract Memorandum of Understanding between Huerfano County Sheriff’s Office and Natasha Reifschneider, Certified Addiction Specialist, for the purpose of the JBBS program, compensation paid at a rate of \$39.00 per hour and term expiring June 30, 2024.

Motion: Andreatta Second: Sporleder
 Discussion: None Resolved: Motion passed by unanimous vote.
 Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- j. HCSO Employment Contract Nancy Winsor JBBS
Motion to approve the Employment Contract between Huerfano County Sheriff’s Office and Nancy Winsor, RN, MSN, JBBS Coordinator, with compensation paid at a rate of \$51.24 per hour and term expiring June 30, 2024 or when services are no longer needed.

Motion: Sporleder Second: Andreatta
 Discussion: None Resolved: Motion passed by unanimous vote.
 Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

- k. Emergency Management - Quote CyberReady Business Continuity Planning
Motion to approve both MalWare Bytes from Insight and the Cyber Ready Business Continuity Planning quotes, for an amount totaling no more than \$37,139.23 for Cybersecurity solutions that will benefit the county.

Motion: Andreatta Second: Sporleder
 Discussion: None Resolved: Motion passed by unanimous vote.
 Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

l. Emergency Management - Quote Insight MalWare Bytes
See Action Item 7k above. Approved in the motion above.

m. Underfunded Courthouse Grant Application Approval to Apply
Motion to approve the application to the Underfunded Courthouse program in the amount of \$71,337.00 with a total project cost of \$142,674.00.

Motion: Sporleder Second: Andreatta
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

n. Spanish Peaks Airfield Electrical Rehab Project Award
Motion to approve the award for the Spanish Peaks Airport Airfield Electrical Rehab Project Engineering Services RFQ 2023-05 to Garver, who is Huerfano County’s current airfield engineering firm.

Motion: Andreatta Second: Sporleder
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

o. SRS Title 3 Funding - Open Comment Period
Motion to approve and post the NOTICE OF PUBLIC COMMENT PERIOD notice, which states that Huerfano County will be receiving Public Comment for a forty-five (45) day period, effective October 19, 2023 to accept written comments from the public on the application of payments received by the County pursuant to Title III of the Secure Rural Schools and Community Self Determination of Act of 2000, as reauthorized (the “SRS Act”).

Motion: Sporleder Second: Andreatta
Discussion: None Resolved: Motion passed by unanimous vote.
Sporleder: Yes Andreatta: Yes Chairman Galusha: Yes

p. Purchase Order #156 – SCCOG
Approved above. See Public Comments Item c, Debra Malone.

q. Fox Theatre Phase 1 MOU
Motion to approve the Fox Theatre Walsenburg Phase 1 Rehabilitation Project Memorandum of Use (MOU) Agreement between Huerfano County and Spanish Peaks Community Foundation Inc. (SPCF).

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

r. Panadero Ski Corporation Cuchara Mountain Park Operation

Commissioners will speak with the County Attorney regarding this item, in Executive Session. No action will be taken in Executive Session. This action item is moved to just before Adjournment.

STAFF REPORTS

- a. County Administrator – Carl Young has been working mostly on FY2024 Budget and also the chairs from the Fox Theatre have been removed in preparation to repair the roof structure.
- b. County Attorney – Lisa Powell-DeJong – Nothing to review at this time.

CORRESPONDENCE

- a. CTSI - CONFIDENTIAL CAPP Monthly Sept 2023
- b. CTSI Technical Update Cybersecurity Reminders
- c. CTSI Technical Update Search & Rescue (SAR)
- d. LAHCDHD - HC Opioid Settlement Quarterly Report
- e. HC Treasurer August 2023 Report
- f. CONFIDENTIAL Bulk Water Sept 2023
- g. CONFIDENTIAL GPID GWSD Sept 2023
- h. La Veta Village - Invitation Oct 12, 2023 Residents Rights Month
- i. La Veta Village - Thank you Letter & Invite Donor Appreciation Oct 14, 2023
- j. Auction Settlement Sheet - R&B _ Sheriff
- k. FAA Letter on Maintaining Airport Visual Aids

11:52 AM EXECUTIVE SESSION

Commissioner Sporleder made a motion to go into Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. §24-6-402(4)(e). Specifically, Panadero Ski Corporation Agreement.

Motion: Sporleder

Second: Andreatta

Discussion: No action will be taken in Executive Session.

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

11:53 AM Recess Regular BOCC Meeting

Chairman Galusha called to recess Regular BOCC Meeting at 11:53 AM.

12:06 PM Start of Executive Session

Chairman Galusha called to come out of Recess and go into Executive Session at 12:06 PM.

12:27 PM End of Executive Session and Reconvene Regular BOCC Meeting

Chairman Galusha called to come out of Executive Session and to reconvene the Regular meeting at 12:27 PM.

- r. Panadero Ski Corporation Cuchara Mountain Park Operation
Motion to Not continue with Panadero Ski Corp Cuchara Mountain Park Operation Memorandum of Understanding (MOU).

Motion: Andreatta Second: Chairman Galusha

Discussion: Commissioner Sporleder stated the amount of liability is large and we can't put the county in that position of risk. Commissioner Andreatta stated that it is a hard decision. It is not taken lightly and we have to put the safety and wellbeing of our constituents first.

Resolved: Motion passed.

Sporleder: No Andreatta: Yes Chairman Galusha: Yes

Motion Passed.

Carl Young was given new staff direction. At the advice of the Huerfano County Attorney, Panadero Ski Corporation is to STOP all work on the lift.

12:45 PM ADJOURN Regular Meeting

Chairman Galusha called to adjourn the Regular BOCC meeting at 12:45 PM.

Meeting adjourned at 12:45pm.

Erica Vigil, County Clerk & Recorder
Clerk to the Board of County Commissioners

COMMISSIONERS:

John Galusha, Chairman

Arica Andreatta

Karl Sporleder

HUERFANO COUNTY		
PAYROLL STATUS CHANGE	EFFECTIVE DATE	
11/1/2023		
NAME: Melva Zagar	PAYROLL : 11/10/2023	
CHANGE OF ADDRESS/PHONE	STREET	
	CITY, STATE, ZIP	
	TELEPHONE	
CHANGE	FROM <small>(DOES NOT APPLY TO NEW EMPLOYEE)</small>	TO
JOB TITLE	Accountant II	
DEPARTMENT	DHS	
HOURS		
ANNUAL SALARY	\$55,000.00	
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	
REASON FOR CHANGE		
NEW HIRE REHIRED PROMOTION DEMOTION TRANSFER	RESIGNATION RETIREMENT LAYOFF ADMINISTRATIVE LEAVE PAID ADMINISTRATIVE LEAVE UN-PAID TERMINATION	LENGTH OF SERVICE INCREASE REEVALUATION OF CURRENT JOB INTRODUCTORY PERIOD COMPLETED OTHER
COMMENTS, IF NECESSARY		
Motion to Accept the Resignation of Melva Zagar Effective November 1, 2023		
Elected Official/Department Manager _____		Chairman _____
Date _____		Date _____
Date to Finance Office: _____		

HUERFANO COUNTY		
PAYROLL STATUS CHANGE	EFFECTIVE DATE	
11/1/2023		
NAME: Janet James	PAYROLL : 11/10/2023	
CHANGE OF ADDRESS/PHONE	STREET	
	CITY, STATE, ZIP	
	TELEPHONE	
CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE	Accountant	
DEPARTMENT	DHS	
HOURS	Part Time	
ANNUAL SALARY		
SEMI-MONTHLY SALARY		
HOURLY SALARY	36.40/hr	
OTHER SALARY		
REASON FOR CHANGE		
NEW HIRE REHIRED PROMOTION DEMOTION TRANSFER	RESIGNATION RETIREMENT LAYOFF ADMINISTRATIVE LEAVE PAID ADMINISTRATIVE LEAVE UN-PAID TERMINATION	LENGTH OF SERVICE INCREASE REEVALUATION OF CURRENT JOB INTRODUCTORY PERIOD COMPLETED OTHER
COMMENTS, IF NECESSARY		
Motion to Accept the Resignation of Janet James Effective November 1, 2023		
Elected Official/Department Manager _____		Chairman _____
Date _____		Date _____
Date to Finance Office: _____		

HUERFANO COUNTY

GREEN SHEET/STATUS CHANGE		EFFECTIVE DATE
		10/20/2023
NAME: Cecilia Kelly	PAYROLL :	11/10/2023

CHANGE OF ADDRESS/PHONE	STREET
	CITY, STATE, ZIP
	TELEPHONE

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE	Ad Valorem Appraiser	Certified Ad Valorem Appraiser
DEPARTMENT	Assessor	Assessor
HOURS		
ANNUAL SALARY	\$33,100.00	\$36,700.00
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	Non-Exempt

REASON FOR CHANGE

- | | | |
|-----------|------------------------------|-------------------------------|
| NEW HIRE | RESIGNATION | LENGTH OF SERVICE INCREASE |
| REHIRED | RETIREMENT | REEVALUATION OF CURRENT JOB |
| PROMOTION | LAYOFF | INTRODUCTORY PERIOD COMPLETED |
| DEMOTION | ADMINISTRATIVE LEAVE PAID | OTHER |
| TRANSFER | ADMINISTRATIVE LEAVE UN-PAID | |

COMMENTS, IF NECESSARY

Motion to Approve a Raise for Cecilia Kelly for her Completion of Ad Valorem Appraiser Certification.

Elected Official / Department Head Date

Angela Wakeman 09.25.2023
Human Resources Officer Date

John Galusha, Chairman Date

Budget Officer Date

Date Inputed Into System

HUERFANO COUNTY

GREEN SHEET/STATUS CHANGE		EFFECTIVE DATE
		10/20/2023
NAME:	Joshua Knight	PAYROLL :
		11/10/2023

CHANGE OF ADDRESS/PHONE	<small>STREET</small>
	<small>CITY, STATE, ZIP</small>
	<small>TELEPHONE</small>

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE	Ad Valorem Appraiser	Certified Ad Valorem Appraiser
DEPARTMENT	Assessor	Assessor
HOURS		
ANNUAL SALARY	\$33,100.00	\$36,700.00
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	Non-Exempt

REASON FOR CHANGE

- | | | |
|--|--|---|
| NEW HIRE
REHIRED
PROMOTION
DEMOTION
TRANSFER | RESIGNATION
RETIREMENT
LAYOFF
ADMINISTRATIVE LEAVE PAID
ADMINISTRATIVE LEAVE UN-PAID | LENGTH OF SERVICE INCREASE
REEVALUATION OF CURRENT JOB
INTRODUCTORY PERIOD COMPLETED
OTHER |
|--|--|---|

COMMENTS, IF NECESSARY

Motion to Approve a Raise for Joshua Knight for his Completion of Ad Valorem Appraiser Certification.

 Elected Official / Department Head Date

Angela Wakeman 09.25.2023
 Human Resources Officer Date

 John Galusha, Chairman Date

 Budget Officer Date

 Date Inputed Into System

HUERFANO COUNTY

GREEN SHEET/STATUS CHANGE		EFFECTIVE DATE
		10/31/2023
NAME: Rodney Smircich	PAYROLL :	11/10/2023

CHANGE OF ADDRESS/PHONE	STREET
	CITY, STATE, ZIP
	TELEPHONE

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE	Seasonal Weed Applicator	Waste Transfer Station
DEPARTMENT	Road & Bridge	Public Works
HOURS	Part Time	Part Time
ANNUAL SALARY		
SEMI-MONTHLY SALARY		
HOURLY SALARY	\$21.84	\$21.84
OTHER SALARY	Non-Exempt	Non-Exempt

REASON FOR CHANGE

- | | | |
|--|--|---|
| NEW HIRE
REHIRED
PROMOTION
DEMOTION
TRANSFER | RESIGNATION
RETIREMENT
LAYOFF
ADMINISTRATIVE LEAVE PAID
ADMINISTRATIVE LEAVE UN-PAID | LENGTH OF SERVICE INCREASE
REEVALUATION OF CURRENT JOB
INTRODUCTORY PERIOD COMPLETED
OTHER |
|--|--|---|

COMMENTS, IF NECESSARY

Motion to Approve a Temporary Transfer for Rodney Smircich from a Seasonal Weed Applicator to a Part Time Waste Transfer Attendant Effective October 31, 2023.

 Elected Official / Department Head Date

Angela Wakeman 10.26.2023
 Human Resources Officer Date

 John Galusha, Chairman Date

 Budget Officer Date

 Date Inputed Into System

HUERFANO COUNTY

GREEN SHEET/STATUS CHANGE		EFFECTIVE DATE
		10/28/2023
NAME: Dustin Beasley	PAYROLL :	11/10/2023

CHANGE OF ADDRESS/ PHONE	STREET
	CITY, STATE, ZIP
	TELEPHONE

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE		Detention Officer
DEPARTMENT		Jail
HOURS		
ANNUAL SALARY		
SEMI-MONTHLY SALARY		
HOURLY SALARY		\$15.87/HR
OTHER SALARY		Non-Exempt

REASON FOR CHANGE

<input checked="" type="radio"/> NEW HIRE <input type="radio"/> REHIRED <input type="radio"/> PROMOTION <input type="radio"/> DEMOTION <input type="radio"/> TRANSFER	<input type="radio"/> RESIGNATION <input type="radio"/> RETIREMENT <input type="radio"/> LAYOFF <input type="radio"/> ADMINISTRATIVE LEAVE PAID <input type="radio"/> ADMINISTRATIVE LEAVE UN-PAID	<input type="radio"/> LENGTH OF SERVICE INCREASE <input type="radio"/> REEVALUATION OF CURRENT JOB <input type="radio"/> INTRODUCTORY PERIOD COMPLETED <input type="radio"/> OTHER
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COMMENTS, IF NECESSARY

Motion to Approve the Hire of Dustin Beasley as a Part time Detention Officer in the Jail.


 _____ 10/26/23
 Elected Official / Department Head Date

 John Galusha, Chairman Date


 _____ 10/26/2023
 Human Resources Officer Date

 Budget Officer Date

October 19, 2023

John Galusha
Erica Andreatta
Karl Sporleder
Board of Commissioners
Huerfano County, Colorado

Dear Commissioners,

I am writing in behalf of the LaVeta Fire Protection District to request that a portion of the R.E.T.A.C. funds, granted to our county by the regional R.E.T.A.C. board, be passed on to the LaVeta Fire Protection District to support EMS services provided by our district.

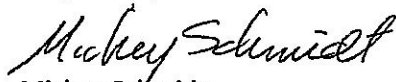
As you may know, RETAC is the state's Trauma Advisory Council whose charge is to support local EMS providers and enable the implementation and standardization of medical protocols by EMS providers in the state. In our area, these funds are administered through the Southeast Regional RETAC Board. In the past each agency would make application individually to the RETAC for funding of needed projects. It is my understanding that, more recently, this regional board receives requests from the various counties, monies are disbursed to the counties and distributed by each county to their providers, as they see fit.

Being a new board member, it has come to my attention that for the past two years, the needs of the LVFPD have not been included in the county's request for RETAC funds. I am not sure why our district was omitted from, or did not participate in, the process but obviously the need for funds by our agency, for the activities and programs supported by RETAC, is no less acute than that of the county's other ambulance service.

Therefore, we are requesting that a proportionate share of the monies granted, by the regional RETAC to our county, be, in turn, given to the LVFPD in support of our EMS service.

We enjoy a very good working relationship with Spanish Peaks Ambulance Service, through mutual aid and networking, and look forward to fully participating in the RETAC application process in the future. I and our new EMS Director/Chief will be attending your meeting on October 31 to hear your concerns and answer any questions you may have of us pertaining to this matter.

Respectfully,



Mickey Schmidt
Chairman of the Board
LaVeta Fire Protection District



DEBRA J. REYNOLDS

*Huerfano County Treasurer
and Public Trustee*

401 MAIN STREET, SUITE 206 • WALSENBURG, COLORADO 81089-2084
719-738-3000 Ext. 505 • Fax: 719-738-1280

**OFFICE OF THE PUBLIC TRUSTEE
HUERFANO COUNTY, COLORADO
QUARTERLY REPORT FOR PERIOD ENDING SEPTEMBER 30, 2023
(3RD QUARTER JULY-AUG-SEPT 2023)**

FORECLOSURES:	<u>8</u>	(Amounts under \$400,000.00 \$150.00 each)	<u>\$ 1,200.00</u>
		(Amounts exceeding \$400,000.00 1/32 of 1%).	<u>\$ -</u>
	<u>2</u>	CONFIRMATION DEED FEE (\$30)	<u>\$ 60.00</u>
	<u>3</u>	WITHDRAWAL DEED FEE (\$35)	<u>\$ 105.00</u>
		(OTHER FEES) INTENT TO REDEEM (\$50)	<u>\$ -</u>
PT ESCROW FEES	<u>19</u>		<u>\$ 1,425.00</u>
TOTAL FEES FOR FORECLOSURES			<u>\$ 2,790.00</u>
RELEASES:	<u>78</u>	(Releases @ \$15.00 each)	<u>\$ 1,170.00</u>
TOTAL FOR RELEASES			<u>\$ 1,170.00</u>
			<u>\$ 3,960.00</u>
BALANCE TO BE DEPOSITED WITH COUNTY TREASURER:			
			<u>\$ 3,960.00</u>

I, DEBRA J REYNOLDS UPON OATH DULY SWORN DEPOSES AND SAYS THE INFORMATION CONTAINED HEREINABOVE IS TRUE AND CORRECT.


PUBLIC TRUSTEE, HUERFANO COUNTY



STATE OF COLORADO, COUNTY OF HUERFANO
Signed by **Debra J Reynolds, Public Trustee on 10/26/2023**
(NOTARIZATION NO LONGER REQUIRED IN
COLORADO PER STATUTE 38-35-106 (3) CRS

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____, _____.

CHAIRMAN OF HUERFANO COUNTY COMMISSIONERS

Item 5c.

7/28/2023	2023-08	\$ 150.00	PETRIK, JOHN J	ROCKET MORTGAGE LLC FKA QUICKEN LOANS INC	RES	11/30/2023	10/5/2023	8/9/2023	10/11/2023	234 STOUT AVE, WAL CO 81089
8/18/2023	2023-09	\$ 150.00	MEAD, WILLIAM	THE TERRAIN PROJECT	RES	12/21/2023	10/26/2023	8/29/2023	10/31/2023	LOT 115 NRR#4 WAL CO 81089
8/28/2023	2023-10	\$ 150.00	VIGIL, LORI A	US BANK NATIONAL ASSOCIATION	RES	12/28/2023	11/2/2023	9/12/2023	11/7/2023	415 KANSAS AVE, WAL CO 81089
8/31/2023	2023-11	\$ 150.00	TRUXELL, AARON LEE	TRUIST BANK SUCCESSOR BY MERGER TO SUN TRUST BAN	RES	12/28/2023	11/2/2023	9/19/2023	11/7/2023	204 W 9TH ST, WAL CO 81089
9/6/2023	2023-12	\$ 150.00	MARTINEZ, DAWN RENEE	COLORADO HOUSING AND FINANCE AUTHORITY	RES	1/4/2024	11/9/2023	9/26/2023	11/14/2023	218 MAPLE ST, WAL CO 81089
9/18/2023	2023-13	\$ 150.00	RUBINICH, MARIO A & EVELYN T GONZALEZ	THE FIRST NATIONAL BANK IN TRINIDAD	RES	1/18/2024	11/23/2023	10/3/2023	11/28/2023	1002-1004 S MAIN ST, WAL CO 81089
9/22/2023	2023-14	\$ 150.00	WAYMAN, JANICE MICHELE	GREAT WESTERN LAND AND CATTLE INC	AGR	5/9/2024	3/14/2024	10/10/2023	3/19/2024	LOT 30 COLORADO BUFFALO RANCH #3
9/28/2023	2023-15	\$ 150.00	GINTHER, JAMES & MARY	GREAT WESTERN LAND AND CATTLE INC	AGR	5/9/2024	3/14/2024	10/10/2023	3/19/2024	LOT 8 COLORADO BUFFALO RANCH

RELEASES

Item 5c.

LIST OF RELEASES				
R-Release	FILE NO. OR REF. NO.	DATE	FEE	
R	15177	7/3/2023	\$ 15.00	E-RECORDING
R	15178	7/3/2023	\$ 15.00	E-RECORDING
R	15179	7/5/2023	\$ 15.00	E-RECORDING
R	15180	7/6/2023	\$ 15.00	
R	15181	7/7/2023	\$ 15.00	E-RECORDING
R	15182	7/11/2023	\$ 15.00	E-RECORDING
R	15183	7/12/2023	\$ 15.00	E-RECORDING
R	15184	7/12/2023	\$ 15.00	E-RECORDING
R	15185	7/17/2023	\$ 15.00	
R	15186	7/17/2023	\$ 15.00	
R	15187	7/19/2023	\$ 15.00	E-RECORDING
R	15188	7/19/2023	\$ 15.00	E-RECORDING
R	15189	7/24/2023	\$ 15.00	
R	15190	7/24/2023	\$ 15.00	E-RECORDING
R	15191	7/27/2023	\$ 15.00	E-RECORDING
R	15192	7/27/2023	\$ 15.00	E-RECORDING
R	15193	7/27/2023	\$ 15.00	E-RECORDING
R	15194	7/27/2023	\$ 15.00	E-RECORDING
R	15195	7/28/2023	\$ 15.00	
R	15196	7/28/2023	\$ 15.00	E-RECORDING
R	15197	7/31/2023	\$ 15.00	E-RECORDING
R	15198	8/1/2023	\$ 15.00	
R	15199	8/2/2023	\$ 15.00	E-RECORDING
R	15200	8/2/2023	\$ 15.00	E-RECORDING
R	15201	8/8/2023	\$ 15.00	E-RECORDING
R	15202	8/8/2023	\$ 15.00	E-RECORDING
R	15203	8/8/2023	\$ 15.00	E-RECORDING
R	15204	8/14/2023	\$ 15.00	
R	15205	8/14/2023	\$ 15.00	
R	15206	8/14/2023	\$ 15.00	
R	15207	8/14/2023	\$ 15.00	
R	15208	8/15/2023	\$ 15.00	E-RECORDING
R	15209	8/15/2023	\$ 15.00	E-RECORDING
R	15210	8/15/2023	\$ 15.00	E-RECORDING
R	15211	8/18/2023	\$ 15.00	E-RECORDING
R	15212	8/18/2023	\$ 15.00	E-RECORDING
R	15213	8/25/2023	\$ 15.00	E-RECORDING
R	15214	8/25/2023	\$ 15.00	E-RECORDING
R	15215	8/25/2023	\$ 15.00	E-RECORDING
R	15216	8/29/2023	\$ 15.00	
R	15217	8/29/2023	\$ 15.00	E-RECORDING
R	15218	8/29/2023	\$ 15.00	E-RECORDING
R	15219	8/29/2023	\$ 15.00	E-RECORDING
R	15220	8/30/2023	\$ 15.00	E-RECORDING
R	15221	9/1/2023	\$ 15.00	E-RECORDING
R	15222	9/5/2023	\$ 15.00	E-RECORDING
R	15223	9/5/2023	\$ 15.00	E-RECORDING
R	15224	9/5/2023	\$ 15.00	E-RECORDING
R	15225	9/5/2023	\$ 15.00	E-RECORDING
R	15226	9/5/2023	\$ 15.00	E-RECORDING
R	15227	9/5/2023	\$ 15.00	E-RECORDING
R	15228	9/7/2023	\$ 15.00	E-RECORDING
R	15229	9/13/2023	\$ 15.00	E-RECORDING
R	15230	9/13/2023	\$ 15.00	E-RECORDING
R	15231	9/13/2023	\$ 15.00	E-RECORDING
R	15232	9/18/2023	\$ 15.00	E-RECORDING
R	15233	9/18/2023	\$ 15.00	E-RECORDING

RELEASES

Item 5c.

R	15234	9/18/2023	\$ 15.00	E-RECORDING	
R	15235	9/18/2023	\$ 15.00	E-RECORDING	
R	15236	9/18/2023	\$ 15.00	E-RECORDING	
R	15237	9/19/2023	\$ 15.00	E-RECORDING	
R	15238	9/19/2023	\$ 15.00	E-RECORDING	
R	15239	9/19/2023	\$ 15.00	E-RECORDING	
R	15240	9/20/2023	\$ 15.00		
R	15241	9/20/2023	\$ 15.00		
R	15242	9/20/2023	\$ 15.00		
R	15243	9/20/2023	\$ 15.00		
R	15244	9/22/2023	\$ 15.00		
R	15245	9/25/2023	\$ 15.00	E-RECORDING	
R	15246	9/25/2023	\$ 15.00	E-RECORDING	
R	15247	9/25/2023	\$ 15.00	E-RECORDING	
R	15248	9/22/2023	\$ 15.00		
R	15249	9/26/2023	\$ 15.00	E-RECORDING	
R	15250	9/26/2023	\$ 15.00		
R	15251	9/26/2023	\$ 15.00		
R	15252	9/28/2023	\$ 15.00	E-RECORDING	
R	15253	9/29/2023	\$ 15.00	E-RECORDING	
R	15272	9/12/2023	\$ 15.00	E-RECORDING	CSC MISSED
TOTAL 77 RELEASES GRAND TOTAL:			\$ 1,170.00		

**HUERFANO COUNTY PUBLIC TRUSTEE
 QUARTERLY REPORT
 JULY 1, 2023 THRU SEPTEMBER 30, 2023
 3RD QUARTER**

TOTALS

6/30/2023 BALANCE FORWARD \$ 104,121.97

COLLECTIONS		COLLECTION BY MO	TOTALS
7/31/2023	TOTAL FC DEPOSITS	\$ 12,305.87	
	TOTAL REL DEPOSITS	\$ 390.00	\$ 12,695.87
8/31/2023	TOTAL FC DEPOSITS	\$ 500.00	
	TOTAL REL DEPOSITS	\$ 344.00	\$ 844.00
9/30/2023	TOTAL FC DEPOSITS	\$ 40,597.04	
	TOTAL REL DEPOSITS	\$ 774.00	\$ 41,371.04
7/14/2023	PT ESCROW DEPOSIT	\$ 675.00	\$ 675.00
9/5/2023	PT ESCROW DEPOSIT	\$ 750.00	\$ 750.00
BALANCE FORWARD + COLLECTIONS TOTAL			\$ 160,457.88

EXPENSES		EXPENSES BY MO	TOTALS
7/31/2023	RECORDING	\$ (139.00)	
8/31/2023	RECORDING	\$ (161.00)	\$ (595.00)
9/30/2023	RECORDING	\$ (295.00)	
7/31/2023	PUBLICATION		
8/31/2023	PUBLICATION	\$ (350.00)	\$ (700.00)
9/30/2023	PUBLICATION	\$ (350.00)	
7/31/2023	REFUND	\$ (33,438.73)	
8/31/2023	REFUND	\$ (311.81)	\$ (33,939.54)
9/30/2023	REFUND	\$ (189.00)	
7/31/2023	INTERNET FEES	\$ (200.00)	
8/31/2023	INTERNET FEES	\$ (100.00)	\$ (600.00)
9/30/2023	INTERNET FEES	\$ (300.00)	
7/31/2023	SALARY		\$ -
8/31/2023	SALARY		\$ (3,000.00)
9/30/2023	SALARY	\$ (3,000.00)	
7/3/2023	FC OUTSIDE BIDDER 2022-13		\$ (66,541.27)
7/24/2023	FC PD BANK 2022-16		\$ (12,220.27)
7/31/2023	FC OVERBID PD 2022-13		\$ (20.00)
8/11/2023	FC OVERBID PD 2022-16		\$ (20.00)
			\$ -
			\$ -
TOTAL			\$ (117,636.08)

ENDING BALANCE	September 30, 2023	TOTAL	\$ 42,821.80
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**HUERFANO COUNTY PUBLIC TRUSTEE
 QUARTERLY REPORT
 JULY 1, 2023 THRU SEPTEMBER 30, 2023**

3RD QUARTER

TOTALS

6/30/2023 BALANCE FORWARD \$ 104,121.97

COLLECTIONS		COLLECTION BY MO	TOTALS
7/31/2023	TOTAL FC DEPOSITS	\$ 12,305.87	
	TOTAL REL DEPOSITS	\$ 390.00	\$ 12,695.87
8/31/2023	TOTAL FC DEPOSITS	\$ 500.00	
	TOTAL REL DEPOSITS	\$ 344.00	\$ 844.00
9/30/2023	TOTAL FC DEPOSITS	\$ 40,597.04	
	TOTAL REL DEPOSITS	\$ 774.00	\$ 41,371.04
7/14/2023	PT ESCROW DEPOSIT	\$ 675.00	\$ 675.00
9/5/2023	PT ESCROW DEPOSIT	\$ 750.00	\$ 750.00
BALANCE FORWARD + COLLECTIONS TOTAL			\$ 160,457.88

EXPENSES		EXPENSES BY MO	TOTALS
7/31/2023	RECORDING	\$ (139.00)	
8/31/2023	RECORDING	\$ (161.00)	\$ (595.00)
9/30/2023	RECORDING	\$ (295.00)	
7/31/2023	PUBLICATION		
8/31/2023	PUBLICATION	\$ (350.00)	\$ (700.00)
9/30/2023	PUBLICATION	\$ (350.00)	
7/31/2023	REFUND	\$ (33,438.73)	
8/31/2023	REFUND	\$ (311.81)	\$ (33,939.54)
9/30/2023	REFUND	\$ (189.00)	
7/31/2023	INTERNET FEES	\$ (200.00)	
8/31/2023	INTERNET FEES	\$ (100.00)	\$ (600.00)
9/30/2023	INTERNET FEES	\$ (300.00)	
7/31/2023	SALARY		\$ -
8/31/2023	SALARY		\$ (3,000.00)
9/30/2023	SALARY	\$ (3,000.00)	
7/3/2023	FC OUTSIDE BIDDER 2022-13		\$ (66,541.27)
7/24/2023	FC PD BANK 2022-16		\$ (12,220.27)
7/31/2023	FC OVERBID PD 2022-13		\$ (20.00)
8/11/2023	FC OVERBID PD 2022-16		\$ (20.00)
			\$ -
			\$ -
TOTAL			\$ (117,636.08)

ENDING BALANCE September 30, 2023 TOTAL \$ 42,821.80

RECORD OF QUARTERLY CHECKS

Item 5c.

MONTH OF JULY 2023			
CHECK NO.	DATE	PAYEE	AMOUNT
7656	7/6/2023	CO CLERK	\$ 13.00
7657	7/17/2023	CO CLERK	\$ 31.00
7658	7/20/2023	CO CLERK	\$ 43.00
7660	7/24/2023	CO CLERK	\$ 13.00
7661	7/27/2023	CO CLERK	\$ 13.00
7662	7/27/2023	CO CLERK	\$ 13.00
7663	7/28/2023	CO CLERK	\$ 13.00
		TOTAL	\$ 139.00
	7/13/2023	FC DEPOSIT	\$ 65.60
	7/27/2023	FC BIDDER WIRE 2022-16	\$ 12,240.27
		TOTAL	\$ 12,305.87
7653	7/3/2023	FC OUTSIDE BIDDER 2022-13	\$ 66,541.27
		TOTAL	\$ 66,541.27
7664	7/31/2023	FC OVERBID PD 2022-13	\$ 20.00
		TOTAL	\$ 20.00
7659	7/24/2023	FC PD BANK 2022-16	\$ 12,220.27
		TOTAL	\$ 12,220.27
7655	7/5/2023	INTERNET FEES	\$ 200.00
		TOTAL	\$ 200.00
	7/14/2023	PT ESCROW DEP	\$ 675.00
		TOTAL	\$ 675.00
7654	7/3/2023	REFUND (OVER PD FC BID)	\$ 33,438.73
		TOTAL	\$ 33,438.73
	7/3/2023	REL DEPOSIT	\$ 30.00
	7/5/2023	REL DEPOSIT	\$ 15.00
	7/7/2023	REL DEPOSIT	\$ 15.00
	7/11/2023	REL DEPOSIT	\$ 15.00
	7/12/2023	REL DEPOSIT	\$ 30.00
	7/19/2023	REL DEPOSIT	\$ 30.00
	7/13/2023	REL DEPOSIT	\$ 28.00
	7/19/2023	REL DEPOSIT	\$ 61.00
	7/24/2023	REL DEPOSIT	\$ 15.00
	7/27/2023	REL DEPOSIT	\$ 60.00
	7/28/2023	REL DEPOSIT	\$ 15.00
	7/31/2023	REL DEPOSIT	\$ 15.00
	7/13/2023	REL DEPOSIT WF	\$ 61.00
		TOTAL	\$ 390.00

RECORD OF QUARTERLY CHECKS

Item 5c.

MONTH OF AUGUST 2023			
CHECK NO.	DATE	PAYEE	AMOUNT
7665	8/1/2023	CO CLERK	\$ 18.00
7666	8/3/2023	CO CLERK	\$ 13.00
7669	8/14/2023	CO CLERK	\$ 52.00
7670	8/18/2023	CO CLERK	\$ 13.00
7672	8/22/2023	CO CLERK	\$ 13.00
7674	8/25/2023	CO CLERK	\$ 13.00
7675	8/28/2023	CO CLERK	\$ 13.00
7677	8/29/2023	CO CLERK	\$ 13.00
7678	8/30/2023	CO CLERK	\$ 13.00
TOTAL			\$ 161.00
7667	8/3/2023	INTERNET FEES	\$ 100.00
TOTAL			\$ 100.00
7668	8/11/2023	OVER BID 2022-16	\$ 20.00
TOTAL			\$ 20.00
7671	8/18/2023	PUBLICATIONS	\$ 350.00
TOTAL			\$ 350.00
7673	8/23/2023	REFUND	\$ 273.81
7676	8/28/2023	REFUND	\$ 38.00
TOTAL			\$ 311.81
	8/1/2023	FC DEPOSIT	\$ 500.00
TOTAL			\$ 500.00
	8/2/2023	REL DEPOSIT	\$ 30.00
	8/4/2023	REL DEPOSIT	\$ 89.00
	8/8/2023	REL DEPOSIT	\$ 45.00
	8/15/2023	REL DEPOSIT	\$ 45.00
	8/18/2023	REL DEPOSIT	\$ 30.00
	8/25/2023	REL DEPOSIT	\$ 45.00
	8/29/2023	REL DEPOSIT	\$ 45.00
	8/30/2023	REL DEPOSIT	\$ 15.00
TOTAL			\$ 344.00

RECORD OF QUARTERLY CHECKS

Item 5c.

MONTH OF SEPTEMBER 2023			
CHECK NO.	DATE	PAYEE	AMOUNT
7679	9/6/2023	CO CLERK	\$ 13.00
7681	9/8/2023	CO CLERK	\$ 13.00
7684	9/18/2023	CO CLERK	\$ 48.00
7685	9/18/2023	CO CLERK	\$ 13.00
7686	9/20/2023	CO CLERK	\$ 57.00
7687	9/22/2023	CO CLERK	\$ 13.00
7688	9/22/2023	CO CLERK	\$ 13.00
7689	9/22/2023	CO CLERK	\$ 18.00
7690	9/26/2023	CO CLERK	\$ 41.00
7692	9/27/2023	CO CLERK	\$ 18.00
7693	9/28/2023	CO CLERK	\$ 48.00
TOTAL			\$ 295.00
7680	9/6/2023	INTERNET FEES	\$ 300.00
TOTAL			300.00
7682	9/13/2023	PT SALARY 3RD QTR	\$ 3,000.00
TOTAL			\$ 3,000.00
7691	9/26/2023	PUBLICATION	\$ 350.00
TOTAL			\$ 350.00
7683	9/13/2023	REFUND	\$ 189.00
TOTAL			\$ 189.00
	9/5/2023	FC DEPOSIT	\$ 1,250.00
	9/27/2023	FC DEPOSIT	\$ 2,400.00
	9/28/2023	FC DEPOSIT	\$ 650.00
	9/28/2023	FC DEPOSIT	\$ 36,297.04
TOTAL			\$ 40,597.04
	9/5/2023	PT ESCROW DEPOSIT	\$ 750.00
TOTAL			\$ 750.00
	9/5/2023	REL DEPOSIT	\$ 140.00
	9/5/2023	REL DEPOSIT	\$ 90.00
	9/7/2023	REL DEPOSIT	\$ 15.00
	9/13/2023	REL DEPOSIT	\$ 30.00
	9/18/2023	REL DEPOSIT	\$ 75.00
	9/1/2023	REL DEPOSIT	\$ 15.00
	9/18/2023	REL DEPOSIT	\$ 15.00
	9/26/2023	REL DEPOSIT	\$ 15.00
	9/19/2023	REL DEPOSIT	\$ 45.00
	9/25/2023	REL DEPOSIT	\$ 45.00
	9/26/2023	REL DEPOSIT	\$ 15.00
	9/28/2023	REL DEPOSIT	\$ 15.00
	9/29/2023	REL DEPOSIT	\$ 15.00
	9/27/2023	REL DEPOSIT	\$ 244.00
TOTAL			\$ 774.00



Huerfano County Board of County Commissioners Staff Report – Permit #23-028 Vacate Mohr Meeting Type – Action

Meeting Date: October 31.

Request Summary

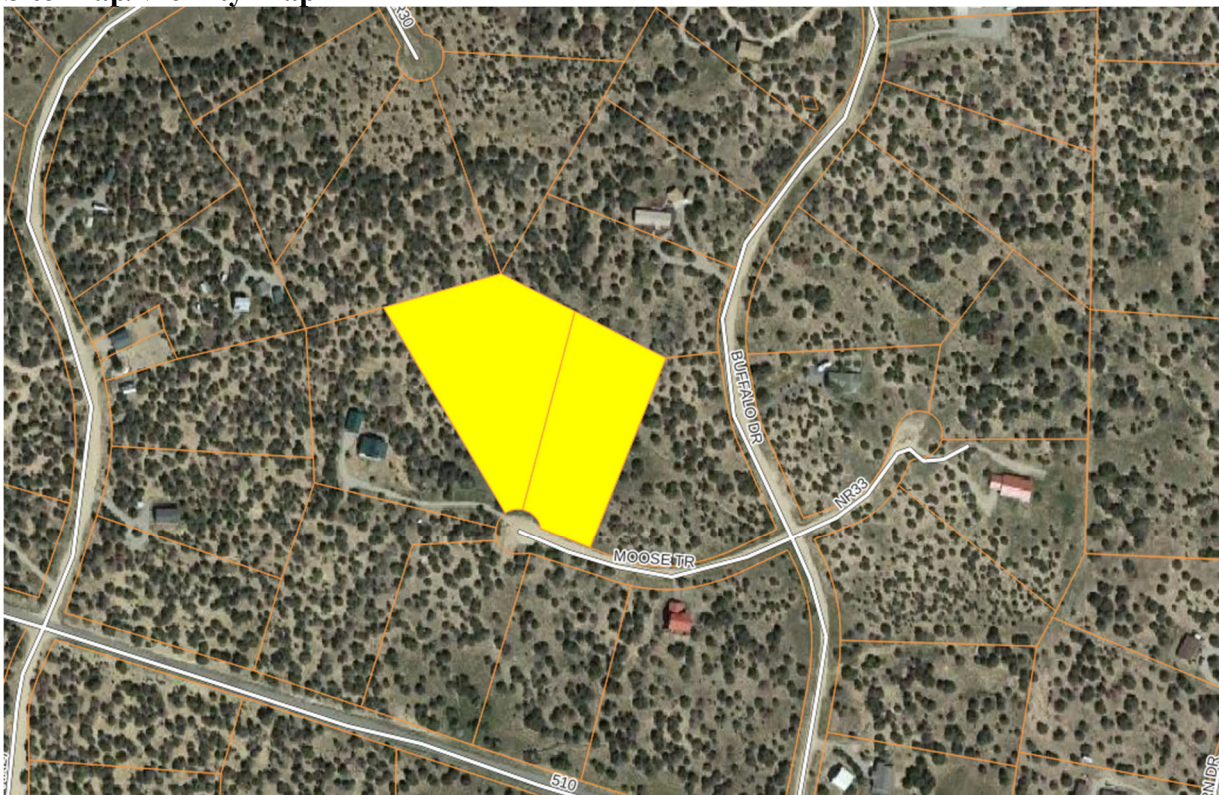
With this Application Johnathan Mohr (the Applicant) requests the following:

A vacation of lot line and utility easement pursuant to LUR Section §2.15 to vacate an internal lot line and utility easement to consolidate lots 69 (1.91 acres) and 70 (2.61 acres) in Navajo Ranch Estates to create a single lot 70A containing 4.53 acres. The site consists of two vacant parcels (Parcel Numbers 3339369 and 3339370). The 1985 amended subdivision plat for Navajo Ranch Estates (Map 285) establishes a 5-foot utility easement on either side of all side and rear lot lines.

The subject property is zoned Rural Residential. Zoning standards for this district are set forth in LUR Section §1.03.

Landowner Intent: Plan to build a pole barn and home on combined properties.

Site Map/Vicinity Map



Code References

The following Code Sections are applicable to this application and may be referenced by the Planning Commission in their evaluation of the request:

§2.15.01 Procedures for Vacating Plats, Roads and Easements

§2.15.02 Submittal requirements: Proof of ownership, copy of approved and recorded plat or easement and a vacated plat; narrative statement

§2.15.03 Criteria for Action on a Vacating Application

1. That the proposed vacating would not interfere with development of nor deny access via a public thoroughfare to existing structures within the recorded plat, adjoining properties, utility services or other improvements, nor deny access to structures, facilities or sites located beyond the plat or easement to be vacated.
2. That the proposed vacating would not cause undue hardship or inconvenience for any utility company, special district, neighboring landowner or tenant.
3. That the proposed vacating would not be likely to prove detrimental to the public health, safety or welfare of County residents.
4. That the proposed vacating would be consistent with all other provisions in these regulations.
5. That the proposed vacating would not cause undue financial hardship to Huerfano County nor deprive it of needed tax base.

Background

This Application was received on July 13, 2023; Application Fees were received by the County; the applicant will be billed for public noticing fees. The Application was determined to be complete on July 13, 2023.

The Planning Commission reviewed this application on 7/27/2023. A motion was made to consider the application complete and set a date for a Joint Public Hearing at the regular meeting of the Board of County Commissioners on September 12, 2023.

A joint public hearing was held on October 10. The application was sent back to the Planning Commission for a recommendation.

On October 12, the Planning Commission made a recommendation to approve the application with the condition that the newly created parcel may not be subdivided in the future.

Application Materials

1. Land Use Application
2. Narrative statement
3. Copy of approved and recorded plat or easement and a vacated plat
4. Proof of ownership

Criteria/Findings

In order for a Vacation to be issued, the criteria described above in LUR Section 2.05.03 must be met.

Staff has notified San Isabel Electric and Navajo Western Water District regarding the vacation of the utility easement and is awaiting comment. There is no apparent conflict with the land use code or planned land uses that arises from the vacation of this lot line.

A Joint Public Hearing was held on October 10, 2023. No comments were received.

Noticing:

10 days notice in paper and to property owners within 500 ft.

Within 500 ft of these properties, there are 25 parcels with 20 unique owners.

Potential Referral agencies

- San Isabel Electric Association
- Navajo Western Water District
- Huerfano County fire district
- Huerfano County Health Department
- Huerfano County Road and Bridge Department
- School District
- Huerfano County Water Conservancy District
- HOA/POA - Navajo Ranch HOA (Dave Rogers?)

Referral Comments

Navajo Ranch HOA chairman, Randy Wilson, responded stating no opposition, and clarifying that the future separation of these lots would be prohibited by the HOA and that only one water tap would be allowed for the newly formed lot.

Potential Conditions

None recommended

Commission Action Options:

Make recommendation to BOCC.

Recommendation options:

1. **Approval** without any special conditions.
2. **Conditional Approval** with a description of the special conditions.
3. **Denial**, indicating for the record the reason(s) for such action.
4. **Continuation** until a future date to gather more information or obtain clarification or for any other relevant cause.

ACTION (by the authorized permitting authority):

Approved Conditional Approval Denial
 Name _____ Signature _____
 Title _____ Date _____
 Comments _____



Huerfano County Land Use Department
401 Main Street, Suite 340, Attn: Land Use
Walsenburg, Colorado 81089
719-738-1220 ext. 103

GENERAL LAND USE APPLICATION

Application File No.: 23-028
Date Received: 7/12/23
Received by: Shy Callinan
Fees due: \$374 Date Paid 7/25/23

1. ACTION(S) REQUESTED:

- Conditional Use Permit
 - Conditional Use Permit / Marijuana
 - Conditional Use Permit/ Oil, Gas or Uranium Exploration and/or Development
 - Rezoning
 - Variance
 - Subdivision Exemption
 - Plat Amendment
 - Lot Consolidation
 - Plat Correction
 - Right-of-Way or Easement Vacation
 - Other Actions (specify): _____
 - Sign Permit
 - Temporary Use Permit
 - H.B. 1041 Text Amendment
 - H.B. 1041 Development Permit
 - H.B. 1041 Flood Plain Exemption
- PUD and Subdivisions:
- Sketch Plan
 - Preliminary Plan
 - Final Plat / Subdivision Improvement Agreement
 - Appeal of Denied Application

2. APPLICANT AND OWNER INFORMATION:

Applicant Name: Jonathan Mohr
Applicant's Mailing Address: 6891 Stillwater Drive Willis Tx 77318
Applicant's Telephone: 713-553-7371 Email: See Below
Name of Land Owner: Jonathan Mohr
Land Owner's Mailing Address: 6891 Stillwater Drive Willis Tx 77318
Land Owner's Telephone: 713-553-7371 Email: _____
Navajoranchbuild6970@gmail

3. PERMIT DETAILS:

Detailed project description/Scope of Work: Consolidat lot 69 + 70
On moose trail in Navajo Ranch Estates

Parcel Area: 4.53 Total Acres; Zoning District(s): Rural Resident
Parcel/Schedule Number(s): 3339369 + 3339370
Parcel Address (optional): Lot 69 + 70
Current/Proposed Land use (see §1.05 of the Land Use Code): Future Barndo

GENERAL LAND USE APPLICATION

If project is in an HOA, HOA name: Navajo Ranch

If a Variance Request, please state the reason for the Variance(s): _____

Is all or a portion of the subject land located in a 100-year flood plain area (see FEMA floodplain map), or are there areas with slopes in excess of twenty percent (20%)? YES NO NOT SURE

If YES, describe existing conditions: _____

Value of proposed project: 0

Will the proposed project require any State or Federal permits? YES NO

If YES, please list all permits or approvals required: _____

Additional pertinent information: _____

If a H.B. 1041 permit is required, for what matters of local concern and state interest? _____

4. CERTIFICATION BY THE APPLICANT:

I hereby certify that this Application is made with full knowledge of the design standards, all fees, procedures, public hearing and meeting requirements contained in the Huerfano County Land Use Regulations. Furthermore, I understand that all conditional use permits are non-transferrable, unless specifically approved by the Huerfano County Board of County Commissioners. The Board of County Commissioners may impose permit transfer fees as it deems appropriate. All documents submitted may be subject to internet publishing.

Signature of Applicant: Jonathan B. Mohr Date: _____

Printed name: Jonathan Mohr

5. ACTION (by the authorized permitting authority):

- Final Approval
- Conditional Approval
- Denial

Name _____ Signature _____

Title _____ Date _____

Comments _____

7-13-23

Dear Board member,

I am looking to remove the lot line in between the lots I own in Navajo Estates. The lots are 69 + 70.

I plan to build a pole barn and a home on these properties.

There is no negative implication to the removing of this lot line.

Also would like vacate the utility easement.

Thank you

Jonathan Mohr
6891 Willis Tx 77318
713-563-7871

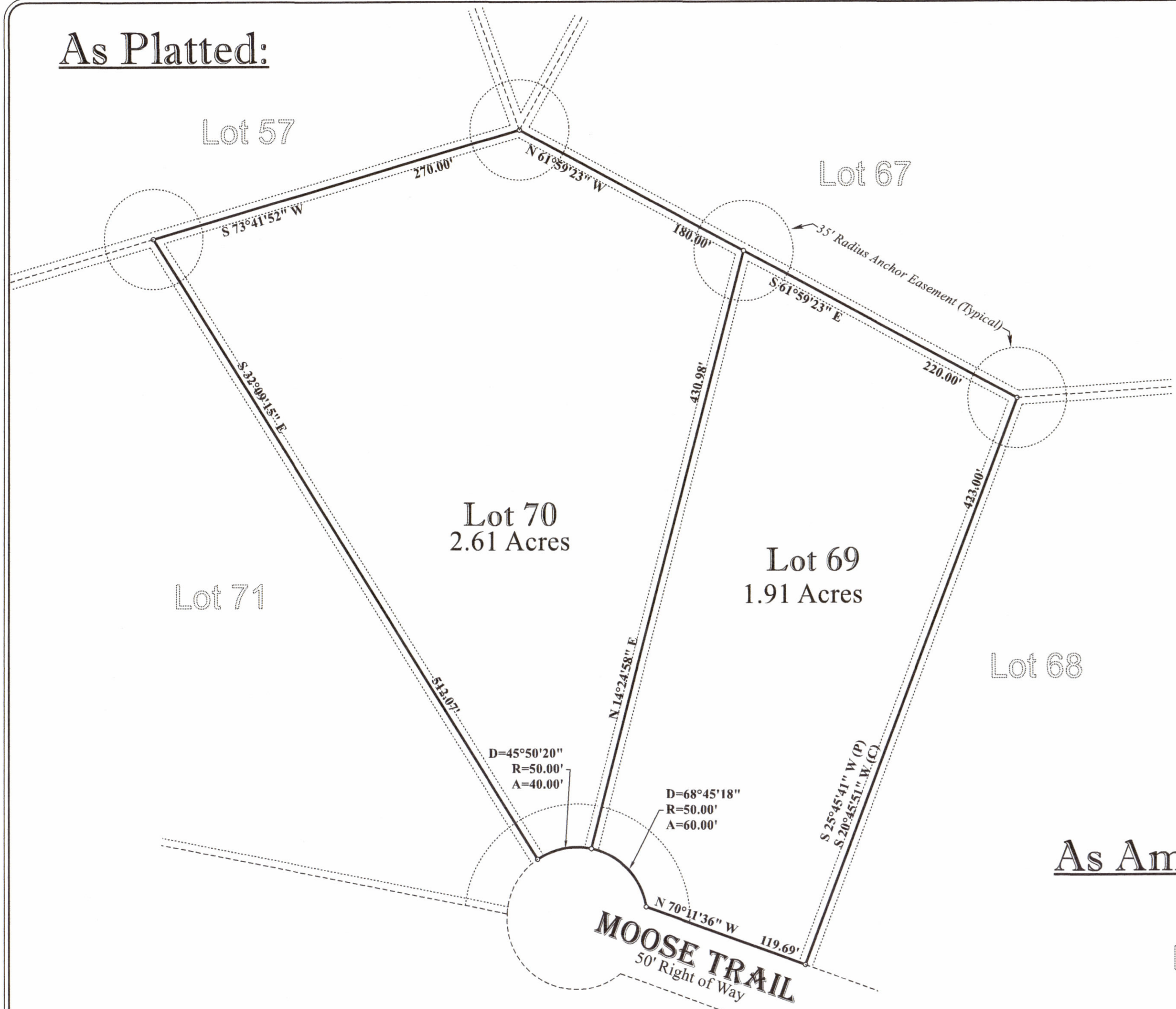
~~6210~~

wfd62102@gmail.com

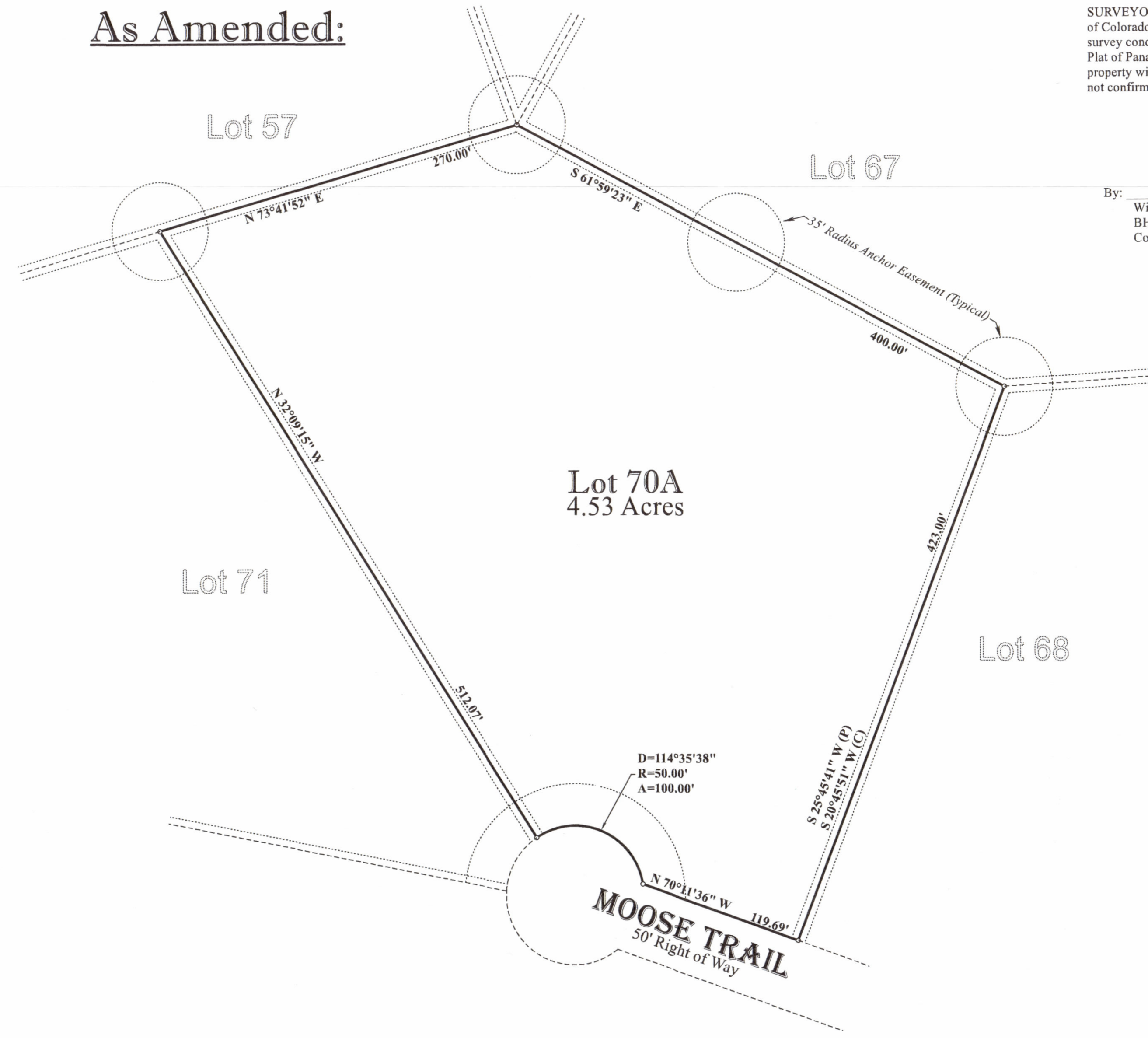
MAP-AMENDMENT PLAT FOR JONATHAN MOHR

Lots 69 and 70, Navajo Ranch Estates
County of Huerfano, State of Colorado

As Platted:



As Amended:



LEGAL DESCRIPTION:

Lots 69 and 70, Navajo Ranch Estates, County of Huerfano, State of Colorado being more particularly described as follows;

Beginning at the Southwest corner of Lot 70, Navajo Ranch Estates; Thence N 32° 09' 15" W along the West line of said Lot 70, a distance of 512.07 feet to the Northwest Corner of Lot 70; Thence N 73° 41' 52" E along the North line of Lot 70, a distance of 270.00 feet; Thence S 61° 59' 23" E along the North line of Lot 69 and 70, a distance of 400.00 feet to the Northeast corner of Lot 69; Thence S 20° 45' 51" W along the East line of Lot 69, a distance of 423.00 feet to the Northerly Right of Way line of Moose Trail; Thence along said right of way line the following Two (2) Courses;

- 1) N 70° 11' 36" W, a distance of 119.69 feet
- 2) On the Arc of a curve to the left, through a central angle of 114° 35' 38", whose radius is 50.00 feet and an arc length of 100.00 feet to the point of beginning. Containing 4.52 Acres more or less. TO KNOW BE KNOWN AS LOT 70A, NAVAJO RANCH ESTATES, COUNTY OF HUERFANO, STATE OF COLORADO.

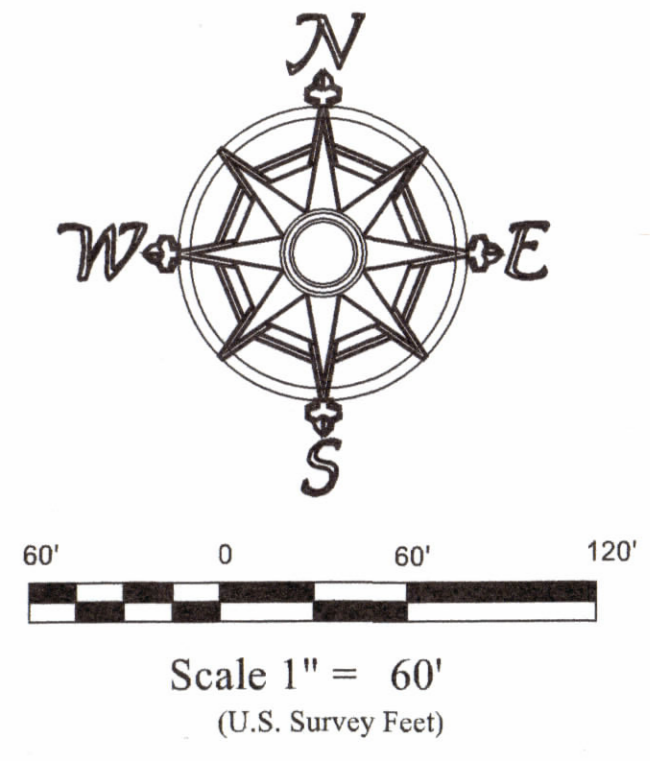
This is to Certify that this Map Amendment Plat, is hereby approved this _____ day of _____, 2023, by the Board of County Commissioners, County of Huerfano, State of Colorado.

By: _____ Date: _____
Chairperson of the Board


By: _____ Date: _____
Attest: Clerk of the Board

SURVEYORS CERTIFICATION: I, William S. Bechaver, a Professional Land Surveyor registered in the State of Colorado, hereby certify to Jonathan Mohr, that this Map Amendment is not based upon an actual field survey conducted by me or under my responsible charge, but was prepared using information shown on the Plat of Panadero Development Filing No. 3, filed for record at the Huerfano County Clerk and Recorder. The property within this Map Amendment may or may not be presently monumented and if it is monumented I have not confirmed that the property pins are accurately located.

By: William S. Bechaver, PLS. 38103
BH² Land Surveying, LLC
Colorado City, Colorado
Date: _____



Note: All side and rear lot lines are subject to a five (5) foot utility easement lying five (5) feet on either side of Lot Lines.

 BH² LAND SURVEYING P.O. Box 20399, Colorado City, CO 81019 Phone: 719-676-2072 Email: bh2@ghvalley.net		
	Sheet: 1/1	Job No.: 2023-067

ACCOUNT FILE MAINTENANCE

INQUIRY ONLY

Item 6a.

Account 3339370 Flag R LEGAL DESCRIPTION
 Name MOHR, JONATHAN LOT 70 NAVAJO RANCH ESTATES
 Address 1 6891 STILLWATER DRIVE 397-310-311(POA)
 Address 2 WILLIS REC#339442 #339441 #341462
 Address 3 350983 379555
 Address 4 410562 427925
 State/Zip TX 77318 0000

Property
 Map Num 28-5157-292-05-070

Prev Name1 SHADLE, JENNIFER L
 Prev Name2 PETERS, JENNIFER S

VALUES-ASSD TAXABLE EXEMPT
 LAND 6993

Use 0100 City 00000 Subdv 0404
 Anlys 000 Tax/Dst 1NS Zone 00
 Exempt Late Filing Advrt Y Bnkprpt N

TOTALS 6993

ACRES: Master Legal Value Ignore PP \$ 14508 Exemption N
 00000000262 000 261 NOV # 2775 NOD #

CHANGES

Parcel On 09/20/2022	By COHUPTON	CMD1-Value Change	CMD2-Legal Change
Name On 09/20/2022	By COHUPTON	CMD3-Both Changes	CMD4-Sales Change
Values On 04/11/2011	By COHUPTON		
Legal On 09/20/2022	By COHUPTON	CMD22-Abort Entry	HELP-More Details

ACCOUNT FILE MAINTENANCE

INQUIRY ONLY

Item 6a.

Account 3339369 Flag R LEGAL DESCRIPTION
 Name MOHR, JONATHAN LOT 69 NAVAJO RANCH EST
 Address 1 6891 STILLWATER DRIVE #344907 379555 410562
 Address 2 WILLIS 427925
 Address 3
 Address 4
 State/Zip TX 77318 0000
 Property
 Map Num 28-5157-292-05-069
 Prev Name1 SHADLE, JENNIFER L
 Prev Name2 PETERS, JENNIFER S.

Use 0100	City 00000	Subdv 0404	VALUES-ASSD	TAXABLE	EXEMPT
Anlys 000	Tax/Dst 1NS	Zone 00	LAND	3211	
Exempt	Late Filing	Advrt Y Bnkprpt N	TOTALS	3211	
ACRES: Master	Legal	Value	Ignore PP \$	14508	Exemption N
00000000192	000	192	NOV # 2774 NOD #		

CHANGES

Parcel On 09/20/2022	By COHUPTON	CMD1-Value Change	CMD2-Legal Change
Name On 09/20/2022	By COHUPTON	CMD3-Both Changes	CMD4-Sales Change
Values On 08/10/2010	By ELISHA		
Legal On 09/20/2022	By COHUPTON	CMD22-Abort Entry	HELP-More Details



Huerfano County Land Use Building Department

Item 6a.

401 Main St
Walsenburg, CO 81089

(719) 738-1220, x506

LU-23-028

Vacate

SITE ADDRESS: NO SITUS ADDRESS

PROJECT NAME: Lot consolidation

PARCEL: 3339369 and 3339370

PERMIT INFO: Vacation of lot lines between lots 69 and 70 in Navajo Ranch Resorts

APPLICANT: Mohr, Jonathan
6891 Stillwater Dr
WILLIS, TX 77318
713-553-7371

OWNER: Jonathan Mohr

Zone: Rural Residential
HOA: Navajo Ranch Resorts

Acres: 4.52

VALUATION:	Quantity	Value	FEES:	Paid	Due
			Public Noticing	174.00	\$0.00
			Vacating of Plats Fee/Rights-of-Way/Easements	200.00	\$0.00

CONDITIONS

Parcels may not be re-subdivided in the future.

Total: **\$374.00** **\$0.00**

ACTION (by the authorized permitting authority)

Approved Conditional Approval Denial

Name _____

Signature _____ Date: _____

Comments _____

Title _____



Huerfano County Board of County Commissioners Staff Report– Permit #23-035 Vacate Schwery Meeting Type– Action

Meeting Date: October 31

Request Summary

With this application, Susan Schwery (the Applicant) is requesting a vacation of lot lines to combine three parcels into one for tax purposes. Request pertains to lots 50, 51, and 52 in Navajo Ranch Estates (parcels 533419, 3339350, and 3339352). This is a request for a vacate of lot lines only, not of easements.

The subject property is located in Navajo Ranch Resorts on the northeast corner of CR 510 and Buffalo Dr, and is zoned Rural Residential (RR). Minimum lot size in RR is two acres; the combined lots would create a new lot of approximately 6.23 acres.

Site Map/Vicinity Map

Schwery Lot Consolidation



Code References

The following Code Sections are applicable to this application and may be referenced by the Planning Commission in their evaluation of the request:

Zoning standards for this district are set forth in LUR Section §1.03.

§2.15.01 Procedures for Vacating Plats, Roads and Easements: application must be heard at a Joint Public Hearing.

§2.15.02 Submittal requirements: Proof of ownership, copy of approved and recorded plat or easement and a vacated plat; narrative statement.

§2.15.03 Criteria for Action on a Vacating Application

1. That the proposed vacating would not interfere with development of nor deny access via a public thoroughfare to existing structures within the recorded plat, adjoining properties, utility services or other improvements, nor deny access to structures, facilities or sites located beyond the plat or easement to be vacated.
2. That the proposed vacating would not cause undue hardship or inconvenience for any utility company, special district, neighboring landowner or tenant.
3. That the proposed vacating would not be likely to prove detrimental to the public health, safety or welfare of County residents.
4. That the proposed vacating would be consistent with all other provisions in these regulations.
5. That the proposed vacating would not cause undue financial hardship to Huerfano County nor deprive it of needed tax base.

Background

This Application was received on September 8, 2023; Application Fees were received by the County; the applicant will be billed for public noticing fees.

On October 10, 2023, a Joint Public Hearing was held with the Board of County Commissioners and the Planning Commission. Commissioner Galusha inquired what the building in the northeast corner of Lot 52. The applicant responded via email that it is a one-car garage next to which is a Conex.

On October 12, the Planning Commission made a recommendation to approve the application with the condition that the newly created parcel may not be subdivided in the future.

Application Materials

1. Land Use Application
2. Narrative statement
3. Copy of approved and recorded plat or easement and a vacated plat (pending)
4. Proof of ownership

Criteria/Findings

Noticing:

10 days notice in paper prior to a joint public hearing and to property owners within 500 ft.

Potential Referral agencies

Because this proposal would not affect any easements, there is minimal potential impact on agencies.

Referral Comments

Navajo Western Water District commented that the consolidation of these lots will mean that the property owners will only be eligible for one water tap.

Potential Conditions

Commission Action Options:

- 1. **Approval** without any special conditions.
- 2. **Conditional** Approval with a description of the special conditions.
- 3. **Denial**, indicating for the record the reason(s) for such action with reference to the criteria set forth in the Land Use Code.
- 4. **Continuation** until a future date to gather more information or obtain clarification or for any other relevant cause.

ACTION (by the authorized permitting authority):

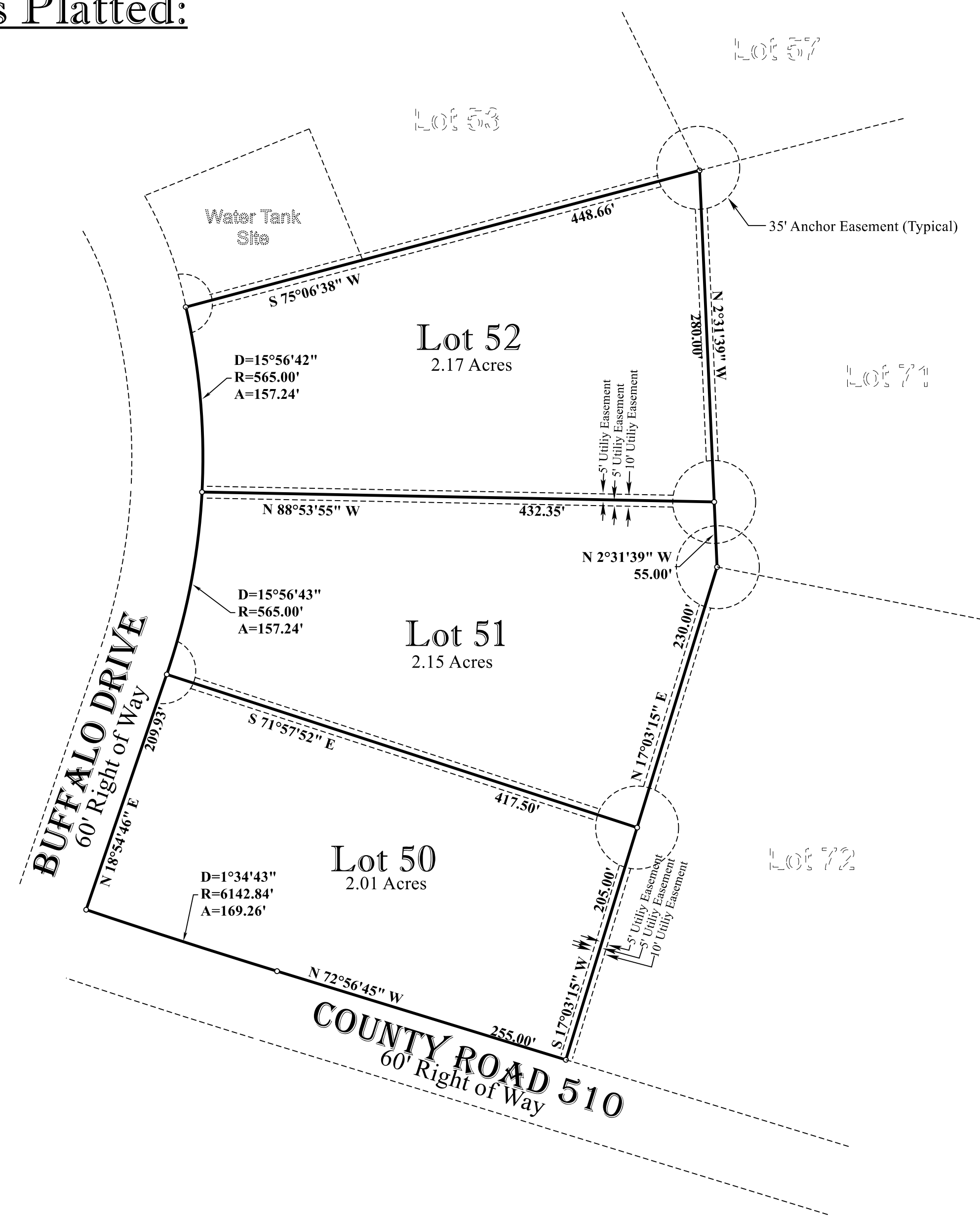
Approved Conditional Approval Denial
 Name _____ Signature _____
 Title _____ Date _____
 Comments _____

As Platted:

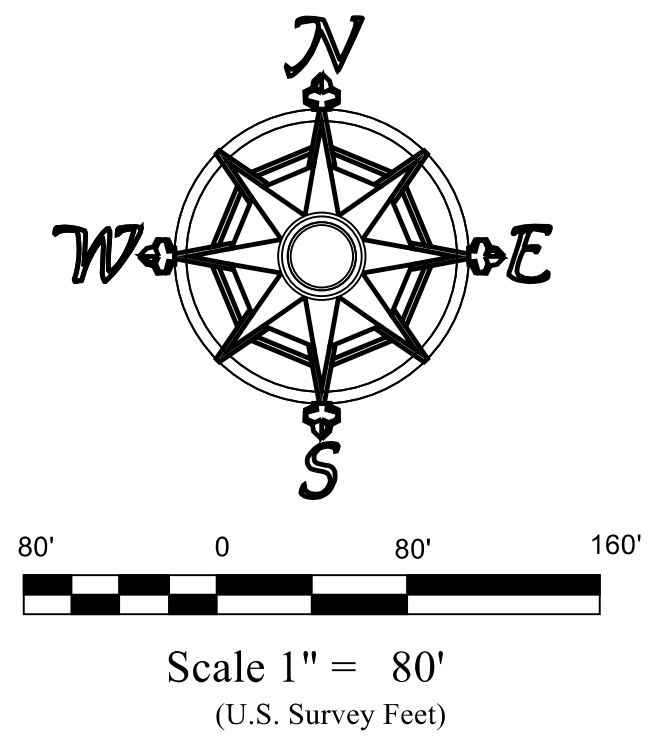
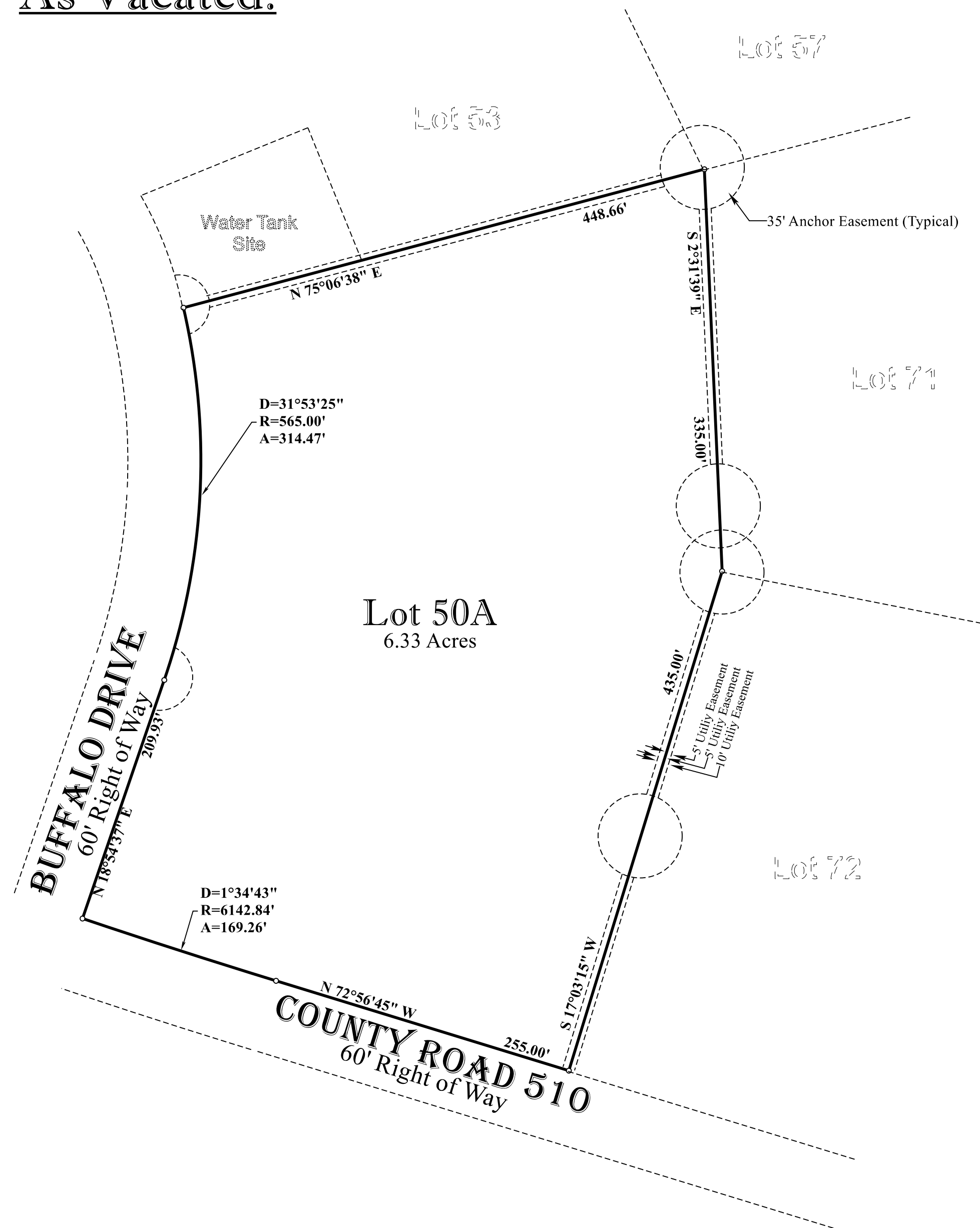
MAP-AMENDMENT AND EASEMENT VACATION

FOR DALE AND SUSAN SCHWERY

LOTS 50, 51, AND 52, NAVAJO RANCH ESTATES
COUNTY OF HUERFANO, STATE OF COLORADO.



As Vacated:



Legal Description Lot 50A:

Lots 50, 51, and 52, Navajo Ranch Estates, County of Huerfano, State of Colorado being more particularly described as follows:

Beginning at the Southeast corner of Lot 50, Navajo Ranch Estates, Thence N 72° 56' 45" W along the South line of said Lot 50, a distance of 255.00 feet. Thence on an arc of a curve to the Right through a central angle of 01° 34' 43", whose radius is 6142.84 feet and an arc length of 169.26 feet to the East right of way line of Buffalo Drive; Thence along the Easterly right of way line of Buffalo Drive the following two (2) courses:

1. N 18° 54' 37" E, a distance of 209.93 feet
2. On the arc of a curve to the left through a central angle of 31° 53' 25", whose radius is 565.0' and an arc length of 314.47 feet, to the Northwest corner of said Lot 52;

Thence along said North line Lot 52, Navajo Ranch Estates N 75° 06' 38" E, for a distance of 448.66 feet to the Northeast corner of said Lot 52; Thence S 2° 31' 39" E along the East line of Lot 52 and 51 Navajo Ranch Estate, for a distance of 335.00 feet; Thence S 17° 03' 15" W along the West line of Lots 50 and 51, Navajo Ranch Estates, a distance of 435.00 feet to the Point of Beginning. Containing 6.33 Acres more or less. To be known as Lot 50A, Navajo Ranch Estates


SURVEYORS CERTIFICATION: I, William S. Bechaver, a Professional Land Surveyor registered in the State of Colorado, hereby certify to Dale and Susan Schwery, that this Map-Amendment and Easement Vacation is not based upon an actual field survey conducted by me or under my responsible charge, but was prepared using information shown on the Plat of Navajo Ranch Estates, filed for record at Map No. 230 of the records of the Huerfano County Clerk and Recorder. The property within this Map-Amendment and Easement Vacation may or may not be presently monumented and if it is monumented I have not confirmed that the property pins are accurately located.

By: _____ Date: _____
William S. Bechaver, PLS. 38103

This is to Certify that this Map Amendment Plat, is hereby approved this _____ day of _____ 2023, by the Board of County Commissioners, County of Huerfano, State of Colorado.

By: _____ Date: _____
Chairperson of the Board

By: _____ Date: _____
Attest: Clerk of the Board



BH² LAND SURVEYING
P.O. Box 20399, Colorado City, CO 81019
Phone: 719-676-2072
Email: bh2@ghvalley.net

Scale 1" = 80'	Date: 2-17-2023	Drawn By: WSB
Sheet 1/1	Job No. 2023-017	

State Documentary Fee
\$30.00 05-27-2022

426852
Page 1 of 2
Nancy C. Cruz, Clerk & Recorder
Huerfano County, CO
05-27-2022 12:10 PM Recording Fee \$18.00

Item 6b.

WARRANTY DEED

THIS DEED is dated the 27 day of May, ~~2022~~, and is made between

BARBARA HANNON SEAWELL
(whether one, or more than one), the "Grantor" of the County of ---
and State of Colorado and

SUSAN L SCHWERY and DALE A SCHWERY
the "Grantees", whose legal address is 4509 ARKINS DR,
LOVELAND, CO 80538 of the County of --- and State of Colorado

WITNESS, that the Grantor, for and in consideration of the sum of (\$300,000.00) Three Hundred Thousand Dollars and No Cents, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantees and the Grantees' heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property together with any improvements thereon, located in the County of Huerfano and State of Colorado described as follows:

LOTS 50, 51 AND 52, NAVAJO RANCH ESTATES, NAVAJO RANCH ESTATES PLAT MAP NO. 230, RECORDED JANUARY 11, 1984 AT RECEPTION NO. 293851, AND AMENDED PLAT MAP NO. 285, RECORDED FEBRUARY 22, 1985 AT RECEPTION NO. 298941, ACCORDING TO THE RECORDS OF THE CLERK AND RECORDER FOR HUERFANO COUNTY, COLORADO.

also known by street and number as: 51 N BUFFALO Drive, WALSENBURG, CO 81089

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantees, and the Grantees' heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantees, and the Grantees' heirs and assigns; that at the time of the ensembling and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to:

SEE ATTACHED EXHIBIT "A"

And the Grantor shall and will WARRANT AND FOREVER DEFEND the above described premises, in the quiet and peaceable possession of the Grantees, and the heirs and assigns of the Grantees, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Barbara Hannon Seawell
BARBARA HANNON SEAWELL

Barbara Ann Seawell
AKA BARBARA ANN SEAWELL

State of Colorado
County of Huerfano

The foregoing instrument was acknowledged before me this 26th day of May, 2022 by Barbara Hannon Seawell AKA Barbara Ann Seawell

Witness my hand and official seal.
Stephanie Thomsen
Notary Public: Stephanie Thomsen
My Commission expires: 07/27/2024

Stephanie Thomsen
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20264025824
MY COMMISSION EXPIRES 07/27/2024

EXHIBIT "A"
EXCEPTIONS TO TITLE

1. Taxes for the year 2022, a lien not yet due and payable.
2. Distribution of Utility Easements (including cable tv)
3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual Knowledge and which were accepted by Buyer in accordance with § 8.3 (off record Title) and § 9 (New ILC or New Survey)
4. Inclusion of the Property within any special taxing district
5. Any special Assessment if the improvements were not installed as the date of Buyers' Signature hereon, whether assessed prior to or after closing.
6. Letter between Navajo Western Land Company and Myrna Cook, recorded July 7, 1999 at Reception No. 339914, and also recorded August 1999 at Reception No. 340579
7. Declaration of Past Practice, recorded August 14, 2003 at Reception No. 359638
8. By-Laws for Navajo Ranch Homeowners Association recorded April 28, 2008 at Reception No. 379851, and recorded April 8, 2009 at Reception No. 383157
9. Consent to Amend Restrictive Covenants for Navajo Ranch Estates, recorded September 18, 2002 at Reception No. 355477
10. Line Extension Contract and Agreement between San Isabel Electric Association Inc. and Kevin Seawell recorded March 22, 2000 at Reception No. 343515
11. Easement between San Isabel Electric Association Inc. and Barbara or Brent Seawell, recorded April 26, 2012 at Reception No. 393836



Huerfano County Land Use Building Department

Item 6b.

401 Main St
Walsenburg, CO 81089

(719) 738-1220, x506

LU-23-035

Vacate

SITE ADDRESS: BUFFALO DR N # 00051

PROJECT NAME: Consolidate Lots in Navajo Ranch Estates

PARCEL: 533419, 3339350 and 3339352

PERMIT INFO:

Merge lots 50, 51, 52 in Navajo Ranch Resorts.

APPLICANT: Schwery, Susan
51 Buffalo Drive North
Walsenburg, CO 81089
970-231-1988

OWNER: Susan and Dale Schwery

Acres: 6.23

Zone Rural Residential
HOA Navajo Ranch Resorts

VALUATION:	Quantity	Value	FEES:	Paid	Due
			Vacating of Plats Fee/Rights-of-Way/Easements	200.00	\$0.00
			Public Noticing	35.00	\$0.00
CONDITIONS				Total:	\$235.00
					\$0.00

The combined lots may not be re-subdivided in the future.

ACTION (by the authorized permitting authority)

Approved Conditional Approval Denial

Name _____

Signature _____ Date: _____

Comments _____

Title _____

RESOLUTION NO. 23 - 43

**THE BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO**

**A RESOLUTION AMENDING RESOLUTION 23-25 ALTERING AND
AMENDING HUERFANO COUNTY CODES PERTAINING TO BUILDING
CONSTRUCTION FOR ALL UNINCORPORATED AREAS OF HUERFANO
COUNTY, COLORADO.**

WHEREAS, Resolution 23-25, adopted June 13th, 2023, mistakenly referenced Resolution 17-12 where it should have referenced Resolution 17-13.

WHEREAS, Resolution 17-13 is the resolution by which the County adopted the 2015 building codes. Resolution 17-12 is not recorded in the Clerk and Recorder’s database and was referenced in error.

WHEREAS, the two references to be corrected are to read as follows:

WHEREAS, pursuant to C.R.S. § 30-28-201 the Huerfano County Board County Commissioners by Resolution 86-12 adopted Uniformed Codes on April 16, 1986 and, amended said code to codes created by the International Code Council, Inc., by Resolution 05-10 on June 29, 2005; by Resolution 08-10 on June 8, 2008; and by Resolution 17-13 on January 31, 2017;

and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Huerfano County, Colorado that the following is hereby adopted:

Section 1. Amended Codes Adopted.

The Huerfano County Building Code is hereby amended and that said code shall continue apply to all areas of unincorporated Huerfano County, and building standards adopted within Resolution 17-13 are rescinded in their entirety and the following codes are here by adopted, with the additions, insertions, attachments, deletions and changes as described herein to have the same force, and effect as set forth herein in every particular, for the purpose of protecting the general public health, safety and welfare: ...

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Huerfano County, Colorado that all references in Resolution 23-25 to Resolution 17-12 be altered to correctly reference Resolution 17-13.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 31st day of
OCTOBER 2023.

Item 7a.



ATTEST:

County Clerk and Recorder and
Ex-Officio Clerk to said Board

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
John Galusha, Chairman

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner

RESOLUTION
No. 23 - 44

**A RESOLUTION APPOINTING SANDRA MARTINEZ TO THE SPANISH PEAKS
LIBRARY DISTRICT BOARD OF TRUSTEES
FOR A TERM EXPIRING ON OCTOBER 31, 2028.**

WHEREAS, the Board of County Commissioners serve as the governing body of Huerfano County under the authority of the Colorado Revised Statutes; and,

WHEREAS, the Board of County Commissioners has determined that the establishment of certain Boards are necessary to help protect the best interests of the county’s inhabitants and promote the health, safety, prosperity, security and general welfare of the County’s inhabitants; and,

WHEREAS, the Board of County Commissioners established the Spanish Peaks Library District in Resolution #98-25 after approval by the voters of the District on November 3, 1998; and,

WHEREAS, the Board of County Commissioners desires to authorize the Spanish Peaks Library District Board to have and exercise certain powers in furtherance of its purposes; and,

WHEREAS, the Library Board of Trustees in a letter dated October 17, 2023 recommended the appointment of Sandra Martinez, who has demonstrated her qualifications to serve on the Library Board of Trustees and agrees to do so while adhering to the principles applicable to governmental units and other requirements of law; and,

WHEREAS, the Board of Huerfano County Commissioners desires to appoint Sandra Martinez to serve as a member of the Spanish Peaks Library District Board as a reflection of the values of the Huerfano County Board of County Commissioners.

NOW THEREFORE BE IT RESOLVED that the Huerfano County Board of County Commissioners hereby appoints Sandra Martinez to serve as a member of the Spanish Peaks Library District Board until October 31, 2028, and until their successor has been appointed.

INTRODUCED, READ, AND ADOPTED on this 31st day of October 2023.



BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
John Galusha, Chairman

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner

ATTEST:

County Clerk and Recorder and
Ex-Officio Clerk to said Board



October 17, 2023

Board of County Commissioners
Huerfano County
401 Main Street, Suite 201
Walsenburg, CO 81089

Dear Commissioners Andreatta, Galusha and Sporleder,

The Spanish Peaks Library District Board of Trustees would respectfully request that the Board of County Commissioners of Huerfano County appoint Sandra Martinez to the Board of Trustees. Sh has lived in Huerfano County for fourteen years and has volunteered at Dorcas Circle for ten years. She is very invested in the library and especially in children's literacy.

This will bring the membership to seven members and two alternates, should she be approved.

Thank you very much for your consideration in this matter.

Sincerely,

Lisa A. Wagner

President

Spanish Peaks Library District Board Of Trustees

RESOLUTION NO. 23-45

**THE BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO**

**A RESOLUTION APPOINTING HANNAH FERRARI TO THE HUERFANO
COUNTY TOURISM BOARD FOR A TERM EXPIRING DECEMBER 31, 2024.**

WHEREAS, the Board of County Commissioners serve as the governing body of Huerfano County and are vested with administering the affairs of the County pursuant to state statutes; and,

WHEREAS, the Board of County Commissioners has determined that the establishment of certain Boards are necessary to help protect the best interests of the county’s inhabitants and promote the health, safety, prosperity, security and general welfare of the County’s inhabitants; and,

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of Huerfano County to delegate the representation of the County on certain boards and commissions of public and other bodies to members of the public with particular experience and expertise; and,

WHEREAS, Hannah Ferrari has submitted a letter of interest and has demonstrated her qualifications to serve on the Huerfano County Tourism Board and agrees to serve as a member of the Board while adhering to the principles applicable to governmental units and other requirements of law; and,

WHEREAS, the Board of Huerfano County Commissioners desires to appoint Hannah Ferrari for a preliminary one-year term to serve as a member of the Huerfano County Tourism Board as a reflection of the values of the Huerfano County Board of County Commissioners.

NOW THEREFORE BE IT RESOLVED that the Huerfano County Board of County Commissioners hereby appoints Hannah Ferrari to serve as a member of the Huerfano County Tourism Board until December 31, 2024, and until their successor has been appointed.

INTRODUCED, READ, APPROVED AND ADOPTED THIS 31st day of OCTOBER 2023.



BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
John Galusha, Chairman

Arica Andreatta, Commissioner

Karl Sporleder, Commissioner

ATTEST:

County Clerk and Recorder and
Ex-Officio Clerk to said Board

PURCHASE ORDER

Huerfano County

Purchase Order#: 160

Purchase OrderDate: 10/23/2023

Vendor: **45Drives / 8322**
210 S. 8th Street
Lewiston, NY 14092

Ship To: **401 Main Street -**
Walsenburg CO, 81089

Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
Elections	1	\$59,180.17	\$59,180.17	001-40250-51615
TOTAL:			\$59,180.17	

NOTES:

This is a new purchase for the Elections Department, for the purpose of Electronic Video Storage

APPROVALS:

Approving Authority: _____

Budget Officer: _____



Kim Trujillo <ktrujillo@huerfano.us>

Additional PO needed

3 messages

Jeffrey Byland <jbyland@huerfano.us>
To: Kim Trujillo <ktrujillo@huerfano.us>


Wed, Oct 18, 2023 at 1:33 PM

Kim,

Please create a PO for the attached quote.

Thanks,
-Jeff

0014025051615

 **2023515089.pdf**
1186K

Kim Trujillo <ktrujillo@huerfano.us>
To: Jeffrey Byland <jbyland@huerfano.us>, Carl Young <cyoung@huerfano.us>

Wed, Oct 18, 2023 at 1:58 PM

Hi Jeff,
Carl is going to find the number for this PO, however, i need the description and small details of the reason for PO
Thanks!

Kim

[Quoted text hidden]

--
Kimberly S. Trujillo
Finance Officer
Huerfano County
401 Main Street, Suite 310
Walsenburg, Co 81089
719-738-3000 Ext. 210

Jeffrey Byland <jbyland@huerfano.us>
To: Kim Trujillo <ktrujillo@huerfano.us>

Wed, Oct 18, 2023 at 2:02 PM

Kim,

This is a new purchase for the Elections Department, for the purpose of Electronic Video Storage.

-Jeff
[Quoted text hidden]



🌐 45drives.com 📅 Date: October 16, 2023
 @ info@45drives.com 📍 Location: Colorado, US
 ☎ 1-866-594-7199 # Quote: 2023515089

Prepared For:
 Anthony Luginbill
 Huerfano County

Expires: November 30, 2023
 45Drives reserves the right to amend hard drive pricing in line with market increases within the 45 day quote period. Customers will be informed of any new pricing before confirming an order.

Description	Quantity	Price
Storage Server: See Page 2 for Hardware Details		
XL60 Turbo OS: No OS	1	\$56760.84
Part Number: 2023515089		
Drives		
Seagate Exos 22TB HDD (ST22000NM001E)	60	
Micron PRO5400 7.6TB SSD (MTFDDAK7T6TGA-1BC1ZABYY)	2	
Support		
Warranty - 3 Year (Extended)	1	\$2241.33
Notes: N/A	Shipping	\$178.00
	Total (USD)	\$59180.17

Terms And Conditions

Payment Terms

We accept Visa, MasterCard, and AMEX. Net 30 credit terms may be available to qualified customers upon request.

Cancellation Policy

We strive to offer our customers maximum flexibility. Orders may be cancelled by customers if they have not entered production. A fee of 20% of the value of the order will apply. We also will accommodate cancellation of orders that are in production, and the customer will be charged a cancellation fee determined by the value of the order times the percentage of work completed at the time of cancellation.

Taxes

Unless specified, all applicable taxes are extra

Warranty

We warrant that our systems (excluding custom units) will be free from defects in parts and workmanship for a one year period from the day the unit is shipped. Should a system fail due to defective parts or workmanship, the customer may opt to a) return system to 45Drives, in which case it will be repaired or replaced and shipped back to customer at 45Drives' expense; or b) receive replacements for defective parts, in which case the customer will remove defective parts from the system, (at 45Drives option) ship defective parts to 45Drives at 45Drives' expense, and install replacement parts. Should you choose Option b), you will use the 45 Drives RMA Process below.

Warranty on custom units

For custom system configurations that have been specified by customer (ie that have not been engineered by 45Drives), we warrant against defects in workmanship and parts that are specified by 45Drives, for period of 1 year, or the part manufacturers' warranty, whichever is greater. Customers also have the option to purchase the extended 3 Year warranty, which covers the same items as previously mentioned. After assembly, 45Drives will competently test to basic system functionality in advance of packaging and shipping. As we have not designed these systems, 45Drives cannot warrant that they will be suitable for customer's intended purpose.

Support

Call us anytime. We are here to help ensure your success. We offer telephone or email support Monday through Friday 9:00AM AST - 6:00PM AST. We warrant that our systems (excluding custom systems) will be free from faulty parts and workmanship for a one year period from the day the unit is shipped. Hardware support is provided at no charge to the Customer. At the end of the warranty period, hardware problem diagnosis remains free, but charges will apply for replacement components. For other issues we provide up to one hour of free support per purchase at the time you are provisioning your 45Drives system on your network. Additional support services are available for purchase during installation and ongoing operation. 45Drives provide hourly support and have a flexible pay-as-you-go offering. To help your company get on its way we are here to answer any questions or assistance you may need.

RMA Process

Once it is determined that a part is defective, we will send you the new part along with the shipping labels to return the defective part. Place the defective part in the box that the new part arrives in and place the supplied RMA shipping label and call the shipping company designated by 45drives for pick up.

PURCHASE ORDER

Huerfano County

Purchase Order#: 161

Purchase OrderDate: 10/23/2023

Vendor: **ENGINEERSUPPLY / 8399**
PO BOX 11765
LYNCHBURG, VA 24506

Ship To: **401 Main Street -**
Walsenburg CO, 81089

Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
MAP CABINETS	1	\$9,629.97	\$9,629.97	001-40210-51210
TOTAL:			\$9,629.97	

NOTES:

3 METAL MAP CABINETS FOR CLERK AND RECORDER

APPROVALS:

Approving Authority: _____

Budget Officer: _____



Kim Trujillo <ktrujillo@huerfano.us>

Another PO Request

1 message

Jeffrey Byland <jbyland@huerfano.us>
To: Kim Trujillo <ktrujillo@huerfano.us>
Cc: "Vigil, Erica" <evigil@huerfano.us>

Wed, Oct 18, 2023 at 3:16 PM

Kim,

Can I get another PO for the purchase of 3 of these Map Cabinets?

<https://www.engineersupply.com/safco-planfile-masterfile2-model-5023ah.aspx>

These are for the Recording Department and should come from the surcharge we receive. All of our map cabinets are full and we are now having to roll and put them in boxes.

Thanks!
-Jeff

Safco Planfile Masterfile2 Model 5023AH

Product Code: ES394



Condition: New

Usually ships off dock within:
4 to 6 Business Days

YOUR PRICE **\$3,209.99**

(YOU SAVE 61%)

LIST PRICE ~~\$8,271.00~~

QTY 3

ADD TO CART

Accepted Payment Types

PayPal As low as \$166.55/mo. !

FREE SHIPPING

SHIP BY TRUCK

(ships-by-truck.aspx) (IMPORTANT - PLEASE READ (ships-by-truck.aspx))

LIFTGATE TRUCK REQUESTED

YES

EMAIL THIS PRODUCT TO A FRIEND

SHOP WITH CONFIDENCE

SAFCO

VIEW MORE OF THIS BRAND (/SAFCO-PRODUCTS.ASPX)

FACTORY AUTHORIZED DEALER (AUTHORIZED-DEALER.ASPX)

SAFE & SECURE SHOPPING

IN BUSINESS SINCE 1999

QUICK CHECKOUT

BBB A+ RATING

EASY RETURNS

DESCRIPTION

MORE INFORMATION

REVIEWS

HELP

YOU MIGHT ALSO LIKE

4.8 ★★★★★

Google Customer Reviews

for last document and stabilizer legs adjust for load compensation

- Carrier strips and index/out guides sold separately

(/why-shop-with-us.aspx)

Have A Question?

Call us toll-free at **800.591.8907** or contact us here (/ContactUs.aspx).

Why Shop With Us?

Find out why we're the most trusted high-traffic store online for the industry we serve.

Safe Shopping!

Shopping with us is always safe with our secure servers.

LAST PRODUCTS VIEWED



(/safco-planfile-masterfile2-model-5023ah.aspx)
 Safco Planfile Masterfile Model 5023AH (/safco-planfile-masterfile2-model-5023ah.aspx)
 \$7,299.99 (/safco-planfile-masterfile2-model-5023ah.aspx)

YOUR SHOPPING CART - 3 ITEMS

001402105

Item 7e.

PRODUCT	PRICE	QUANTITY	TOTAL
 <p>Safco Planfile Masterfile2 Model 5023AH Ships Free to all Lower 48 States Liftgate Truck Requested Yes</p>	\$3,209.99	<input type="text" value="3"/> Update	\$9,629.97

We proudly accept...



EngineerSupply.com also accepts Checks, PayPal, and Purchase Orders (/how-to-order-by-purchase-order.aspx). Also see how to shop with us (/how-to-order-by-online.aspx).

EngineerSupply sells brand NEW merchandise only. We do NOT sell refurbished nor used products. We are a Factory-Authorized Dealer (/authorized-dealer.aspx) for every brand we sell.

You can review your order on this screen and check the available shipping rates.

NOTE: To deliver your items as fast as possible, your order may ship from multiple warehouses if you are ordering multiple items. Be sure to check your order status after placing an order for up-to-date shipping and tracking information.

SHIPPING RATES

SUB TOTAL: \$9,629.97

[GO TO CHECKOUT >](#)

OR

YOU MAY ALSO CHECK OUT WITH...

Check out with **PayPal**

As low as \$499.64/mo. with **PayPal**. [Learn more](#)

[CONTINUE SHOPPING](#)

YOU MAY ALSO LIKE



(/safco-planfile-masterfile2-model-5024ah.aspx)
Masterfile2 Model 5024AH (/safco-planfile-masterfile2-model-5024ah.aspx)
\$5,560.99 (/safco-planfile-masterfile2-model-5024ah.aspx)

4.8 ★★★★★
Google Customer Reviews


WE ACCEPT ACADEMIC & GOVERNMENT PO'S

(/how-to-order-by-purchase-

order.aspx)



16.6K Ratings ★★★★★

(<http://www.shopperapproved.com/reviews/engineersupply.com/>)

ABOUT SSL CERTIFICATES

([http://www.aymantec.com/ssl-](http://www.aymantec.com/ssl-certificates)

certificates)

PURCHASE ORDER

Huerfano County

Purchase Order#: 162

Purchase OrderDate: 10/23/2023

Vendor: **CONVERGINT / 8384**
7330 SOUTH ALTON WAY
CENTENNIAL, CO 80112

Ship To: **401 Main Street -**
Walsenburg CO, 81089

Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
Judicial Emergency Exit Lock	1	\$3,722.89	\$3,722.89	004-45100-51916
TOTAL:			\$3,722.89	

NOTES:

Northeast Emergency Exit Lock Replacement. Lock is broken and needs replacement.

APPROVALS:

Approving Authority: _____

Budget Officer: _____



Kim Trujillo <ktrujillo@huerfano.us>

Judicial Center Quote

1 message

Jeffrey Byland <jbyland@huerfano.us>
To: Kim Trujillo <ktrujillo@huerfano.us>

Wed, Oct 18, 2023 at 2:05 PM

Kim,

This is for the Judicial Center to replace a door lock (North East Emergency Exit) that is broken and requires replacement. I sent this previously, but did not give you the description.

-Jeff



Huerfano County - Courthouse - Door 144 - JL27616928P - 10-16-2023.pdf
815K

00445100 51916

Item 7f.



7330 South Alton Way - 12K
Centennial, Colorado 80112
Phone | Mobile 720-660-4944
justin.land@convergint.com

October 16, 2023

Huerfano County
200 West 5th Street

Walsenburg, Colorado 81089

Attention: Jeffrey Byland

Quotation: JL27616928P

Project: Huerfano County - Door 144 - New
Chexit Crashbar

200 West 5th Street

Walsenburg, Colorado 81089

Project Investment

Total \$3,722.89

Scope of Work

Convergint will disconnect the cable from and replace the Chexit crash bar on door 144.
Convergint will reconnect the cable and test the new Chexit crash bar on door 144.



Clarifications and Exclusions

1. All work to be performed during normal business hours (7am-5pm)
2. After the initial invoice, monthly progress billing will include work performed and material shipped from manufacturer. Project specific schedule of values and percentages to be negotiated.
3. Convergent extends no warranty to existing devices or devices procured through other sources.
4. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.



Total Project Investment:

\$ 3,722.89

Thank you for considering Convergint for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Convergint
Justin Land

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Customer Name (Printed)	October 16, 2023
Authorized Signature	Date
	Title



Convergent Technologies Terms and Conditions (Install & T&M)

Version 4.0 (US AND CANADA) July 2023

Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed and "Convergent Related Parties" means Convergent and its contractors, subcontractors, third party product manufacturers or providers.

SECTION 1. THE WORK

This Agreement takes precedence over and supersedes any and all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergent and Customer.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergent reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergent is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

No monitoring services, including UL listed monitoring, are included in the Work. Any such services shall be governed and provided by a separate agreement.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the site which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent;
- To remove site obstacles and job safety hazards;
- To promptly participate and approve acceptance testing, if applicable;
- Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

THE WORK AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO CUSTOMER'S PREMISES OR THIRD PARTIES. THE AMOUNTS BEING CHARGED BY CONVERGENT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergent is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergent by written agreement). Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.

Risk of loss, including any Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, risk of loss with respect to such or Third Party Product shall pass to Customer upon delivery to Customer's site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customer shall be added to the price upon Invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergent shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any

other reasonable expenditure.

SECTION 4. WARRANTY

Warranties for Convergent's services and Third Party Products are described in the Limited Warranty for Products and Services available at <https://www.convergent.com/terms/>, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgements; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergent shall be entitled to an equitable adjustment of the Price.

SECTION 7. INSURANCE

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergent shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$3,000,000 per occurrence/aggregate

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent pursuant to the terms of this Agreement. Convergent shall not provide loss runs or copies of its insurance policies. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergent shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergent's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site.

If Convergent is providing products or services for intrusion detection, detection of specific threats to people or property (including weapons, gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergent's indemnification obligations under the Agreement do not apply whatsoever and Convergent and Convergent Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergent and Convergent Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergent, except to the extent of Convergent's gross negligence installing such Special Offerings. Any waiver of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGENT, CONVERGENT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE AGGREGATE LIABILITY OF CONVERGENT AND CONVERGENT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.



Huerfano County CO Detention Center
October 12, 2023

A. SYSTEM SOFTWARE = \$7,260 (ANNUALLY)

- **JailCore MOBILE** – *This is the mobile application that provides Correctional Officers with a simple and secure way to document the completion of all rounds, observations, head counts, location changes, meal passes and more. This collected data is wirelessly transmitted to JailCore OPS for real-time monitoring by Command Staff.*
- **JailCore OPS** – *This is the Observational Patrol System where Command Staff and Supervisors can view the data sent by JailCore MOBILE in real-time and be alerted of mission critical tasks while having the ability to create customizable reports.*

Includes:

Unlimited Account Users

Unlimited Inmate Records

Software Updates

Dedicated Account Manager

Cloud-Based Data Storage

Photo and Video Storage

B. PROFESSIONAL SERVICES = \$1,500 (YEAR 1 ONLY)

- **Welcome Package** – *The Welcome Package includes integration with your JMS (JMS might charge additional), personalized app customization, online bootcamp, an ample supply of key fobs and enough cell/location tags to outfit your jail.*
- **JMS Interface** – *The initial integration is included in the Welcome Package. If your jail should require future integrations (Ex: new JMS), we would provide a quote for this service at that time.*
- **Online Bootcamp** – *Annual remote Train the Trainer session.*





C. HARDWARE = TBD (PRICING OPTIONS & DESCRIPTIONS CAN BE FOUND ON PAGE 2)

- **RUGGED MOBILE DEVICE OPTIONS**
- **NFC/RFID OPTIONS**
 - **Login Key Fobs**
 - **Cell & Location Tags**
 - **PVC Identification Badges**
 - **Wristband Inserts**



D. PRICING & OPTIONS

PRODUCT	QTY	SALES PRICE	TOTAL	PAYMENT FREQUENCY
1. SYSTEM SOFTWARE				
JailCore MOBILE + JailCore OPS	1	\$7,260	\$7,260	ANNUALLY
2. PROFESSIONAL SERVICES				
Welcome Package	1	\$1,500	\$1,500	YEAR 1 ONLY
JMS Interface	1	\$0	\$0	INCLUDED
Online Bootcamp	3	\$0	\$0	INCLUDED
			\$8,760	

Image	Product	QTY	Sales Price	Total
	Rugged Mobile Devices	_____	\$799	_____
	Tactical Holsters	1 per Device	\$0	\$0
	Included Key Fobs Packs of 50	50	\$0	\$0
	Wristband Inserts Rolls of 2,500	_____	\$1,000	_____
	ID Cards Boxes of 200	_____	\$175	_____
	Cell Tokens	As Needed	\$0	\$0

PLEASE LIST QUANTITIES IN CELLS ABOVE AND MULTIPLY BY SALES PRICE FOR HARDWARE TOTALS



E. PAYMENT SCHEDULE

FEE DESCRIPTION	PAYMENT DUE DATE	AMOUNT
Initial 50% of YEAR 1 TOTAL	Contract Execution	\$4,380
Final 50% of YEAR 1 TOTAL	Go-Live Date	\$4,380
Annual Software Licensing & Lease Fees - Year 2	First Anniversary of Go-Live Date	\$7,260
Annual Software Licensing & Lease Fees - Year 3	Second Anniversary of Go-Live Date	\$7,260
Optional Extended Term Renewal Fee	Third Anniversary of Go-Live Date	\$7,260
JMS Re-Integration Fee	Completion of Re-Integration in the event Customer changes Jail Management System	TBD

** Amounts above will change based on Hardware selected**

F. HARDWARE DESCRIPTIONS

RUGGED MOBILE DEVICES	DESCRIPTION
JailCore Sourced Device	These approved devices will have all the power necessary to run JailCore MOBILE effectively. While availability and model may change based on market conditions, we continuously search for devices that meet our stringent standards. JailCore sourced devices include one holster. While they do NOT come with a warranty, repair services are optional and affordable. These devices will typically need replacement every 3-4 years with normal use.
NFC/RFID ACCESSORIES	DESCRIPTION
Login Key Fobs	These NFC key fobs allow a simple and quick login to the JailCore MOBILE App
Cell & Location Tags	Wall-mounted NFC/RFID plastic location tag.
Identification Badges	PVC ID Badges that can be printed using any standard PVC Card printer.
Wristband Inserts	NFC/RFID stickers that can be laminated inside your inmate wristband of choice.



G. BILLING TERMS

JailCore's licensing fee will be charged annually. Initial payment must be made prior to start date. For mid-term contracts and renewals, annual payments must be made within 30 days of annual mid-term contract date or new renewal start date.

H. INDEMNIFICATION

Customer understands that the JailCore mobile application and web-based supervisor dashboard are for record keeping purposes only. The accurate and timely prescribing and dispensation of inmate medications along with the accurate and timely observation of any inmate or cell are the sole responsibility of the Customer and not CRS Technologies, LLC., dba JailCore ("JailCore") or any of its employees. Customer agrees to defend (including paying JailCore's and its employees' attorneys' fees and costs), indemnify, and hold JailCore and its employees, officers and agents harmless from any claims and damages, including wrongful death, personal injury or otherwise, arising out of or related to the use of the Technology and hardware that are the subject of this agreement, including, but not limited to claims for breach of contract, negligence, gross negligence, intentional misconduct (except as specifically alleged against JailCore and its employees) or violation of any laws or regulations or the rights of any third party by you or any person on your account or that you allow to use our Technology or Hardware.

I. INTELLECTUAL PROPERTY

User agrees not to infringe, misappropriate or injure the intellectual property rights of JailCore or any third party. Except for a limited license to use the Service, your purchase of JailCore's Service does not grant you any license to copy, modify, reverse engineer, download, redistribute, or resell the intellectual property of JailCore or others related to the Service, which may be used only with JailCore unless expressly authorized by JailCore. Customer agrees that a violation of this section harms JailCore, which cannot be fully redressed by money damages, and that JailCore shall be entitled to immediate injunctive relief in addition to all other remedies available.

J. OUR RIGHTS

We may limit, suspend or terminate Customer's Service or Agreement without limitation, if you, any user of our service, or any user on your account: (a) breaches the agreement; (b) does not pay annual fees before initial service start date; (c) does not pay annual mid-term contract or renewal fees within 30 days of annual mid-term contract date or new renewal start date; (d) misuses our Service as described above.

K. TERMINATION

For paid contracts; licensing, setup and equipment fees (if applicable) will not be reimbursed. Upon termination or non-renewal, Customer will have access to the web-based dashboard only so all data collected during time of service can be saved. Any action arising out of or related to this Agreement must be brought in Williamson County, Tennessee or the Federal Judicial District in which it sits and the parties stipulate to jurisdiction and venue in Williamson County, Tennessee. The prevailing party in any action arising out of or related to this Agreement shall be awarded its attorney's fees and costs.

L. TOTAL AMOUNT DUE FOR YEAR 1

Licensing Fee (7,260) + Welcome Package (1,500) + Hardware (UNKNOWN): = \$



CRS Technologies, LLC.

Name: DJ Kreal
Signature: *David J. Kreal*
Title: President/Founder
Date: 10/12/2023

Accepted Customer:

Name: _____
Signature: _____
Title: _____
Date: ____ / ____ /2023

Billing Contact

Name: _____
Email: _____
Telephone: _____



MEMORANDUM

MEETING TYPE: Board of County Commissioners

MEETING DATE: October 31, 2023

ITEM NAME: DHS Individual and Family Therapy Agreement with Las Animas County

SUBMITTED BY: Dreaa Ortivez, Child Protection Supervisor

SUMMARY: This agreement allows DHS Child Protection to use the counseling services of the Las Animas County DHS for youth that are in the custody of Huerfano County DHS and placed in foster care in Trinidad. Agreement runs through the end of the state fiscal year and is limited to a maximum of \$10K.

RECOMMENDATION: Motion to approve the agreement with Las Animas County DHS

BACKGROUND: These services were requested by a youth in care.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:

**CONTRACTUAL AGREEMENT FOR
PURCHASE OF SERVICES – INDIVIDUAL & FAMILY THERAPY**

This Agreement is executed this 15th day of October 2023 by and between the Huerfano County Department of Human Services at 121 W. 6th Street; Walsenburg, CO 81089; hereafter called “County” and Las Animas County Department of Human Services (Charla Chenoweth - Swift, LCSW), 219 S. Chestnut Street, Trinidad, CO 81082, hereafter called “Contractor”.

This Agreement shall be in effect from October 15, 2023 through October 14, 2024.

**CORE Service Authorization: (LACDHS Provider No. CW45036)
Case Worker Services - Counseling/Therapy**

The County agrees to purchase and the Contractor agrees to provide **Individual and Family Therapy** to Child Welfare clients by providing counseling services as referred by the County and to assist the County in providing for safety, permanency, and well-being to children.

The Contractor possesses the professional qualifications and expertise to perform mental health assessments and therapeutic interventions as the County requires.

The County agrees to purchase and Contractor agrees to compensate Contractor at the rates as follows:

Therapy \$55/60 min

The maximum amount for therapeutic services is \$10,000.00 annually.

The parties agree that the payment pursuant to this Contract is subject to and contingent upon the continuing availability of funds for the purpose thereof. However, in no event shall Contractor not be paid services rendered prior to written notification by the County of inadequate fund availability. The County must give Contractor advance notice of inability to pay to provide Contractor the option of whether or not to provide such services knowing Contractor may not be paid.

The County agrees to purchase and Contractor agrees to provide **Individual & Family Therapy (Core Services)** to Child Welfare clients at 135 E. Main Street, Suite 8; Trinidad, Colorado 81082. This service is described in Staff Manual Volume 7, Section 7.303.1 B, and if appropriate, the State approved County Core Service Plan.

The parties agree that the Contractor shall, at all times during the term of this Agreement, be deemed an Independent Contractor and not an employee of the County and shall be responsible for, and obligated to pay, all withholding taxes, social security, unemployment, worker’s compensation, and/or other taxes and shall indemnify and hold the County harmless from and against any and all claims for the same period. The Contractor acknowledges and agrees that all of its personnel are its employees only and not employees or agents of the County for any purpose whatsoever, including for purposes of Worker’s Compensation.

The parties further agree to the following:

County agrees:

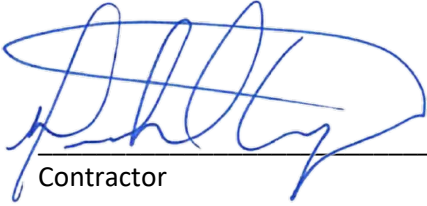
- a. To determine child/adult eligibility and as appropriate, to provide information regarding rights to fair hearings.
- b. To provide Contractor with written prior authorization on a child or family basis for services to be purchased.
- c. To provide Contractor with referral information including name and address of family, social, medical and educational information as appropriate to the referral.
- d. To monitor the provision of contracted service.
- e. To pay Contractor no later than thirty (30) days after Contractor provides billing statements for services rendered satisfactorily and in accordance with this contract.
- f. To Indemnify and Hold Harmless the Contractor and its agents harmless from any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons or property caused or sustained by any person, persons, or entities as a result of any intentional or negligent act or omission by County or failure of County to perform this Agreement according to its terms. By requiring this right to indemnification, the Contractor in no way waives or intends to waive the immunity protections provided to the Contractor and its employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

Contractor agrees:

- a. Not to assign any provision of the Contract to a subcontractor.
- b. Not to charge clients any fees related to services provided under this contract.
- c. To hold the necessary license(s) which permits the performance of the service to be purchased and/or to meet applicable State Department of Human Services qualifications requirements.
- d. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
- e. To provide the service at 135 E. Main Street, Suite 8; Trinidad, Colorado 81082.
- f. To submit a billing statement in a timely manner, no later than 30 days after services. Failure to do so may result in non-payment.
- g. To safeguard information and confidentiality of the child and the child's family in accordance with all applicable law, including the confidentiality requirements contained in Colorado law, and in the rules and regulations of the Colorado Department of Human Services, and the Las Animas County Department of Human Services and including the provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, which are applicable to the services provided under this agreement.
- h. To Indemnify and Hold Harmless the County and its agents harmless from any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons or property caused or sustained by any person, persons, or entities as a result of any intentional or negligent act or omission by Contractor or failure of Contractor to perform this Agreement according to its terms. By requiring this right to indemnification, the County in no way waives or intends to waive the immunity protections provided to the County and its employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

- i. To provide access for any duly authorized representative of the County or the Colorado Department of Human Services until the expiration of five (5) years after the final payment under this Contract involving transactions related to this Contract.

Either party may terminate this Agreement with thirty (30) day prior written notification.



10/15/2023
Date

Contractor

County Director

Date

Michael Aragon, ABD, MS
Executive Director, Las Animas County Dept. of Human Services
219 S. Chestnut Street
Trinidad, CO 81082
(719) 941-7016



MEMORANDUM

MEETING TYPE: Board of County Commissioners Meeting

MEETING DATE: October 31, 2023

ITEM NAME: Docusign Renewal

SUBMITTED BY: Carl Young

SUMMARY: This is a renewal of the County’s DocuSign subscription for 2023-2024. This renewal allows the County to the same number of envelopes without the current 5 seat account limit.

RECOMMENDATION: Motion to approve the renewal of the County’s DocuSign subscription in an amount not to exceed \$2,474.28

BACKGROUND: This service is provided through the State Internet Portal Authority.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:

Company Address 1300 Broadway
Suite 440
Denver, CO 80203
US

Created Date 9/26/2023
Expiration Date 11/28/2023
Quote Number 00003509

Prepared By Heather Nelson
Phone 7204095638
Email heather@cosipa.gov

Contact Name Carl Young
Phone (719) 738-2370
Email cyoung@huerfano.us
Fax (719) 738-3996

Bill To Name Huerfano County
Bill To 401 Main Street
Suite 201
Walsenburg, CO 81089

Ship To Name Huerfano County
Ship To 401 Main St
Walsenburg, CO 81089

Product	Line Item Description	Sales Price	Quantity	Total Price
Premier Support	Renewal: 11/30/2023 to 11/29/2024	\$284.28	1.00	\$284.28
eSignature Business Pro Edition - Envelope Subs	Renewal: 11/30/2023 to 11/29/2024	\$3.80	500.00	\$1,900.00
Overage Contingency	Contingency for overages. Billed only if incurred.	\$5.80	50.00	\$290.00

Description Quote for Huerfano County to renew the listed DocuSign products and services for a one year term: 11/30/2023 to 11/29/2024, with the option to renew in one year. Grand Total \$2,474.28

Please return a signed quote or PO to me or sipa@cosipa.gov to renew and include the email address of the person who is supposed to receive the invoice.

Additional Details

Additional Details Please note: Fees are not refundable.

Please note: Fees may increase at next renewal.

Please note: This is not an invoice. Please do not submit payment until you have received an invoice.

Please note: A contingency for overages (\$290) has been included in this quote and will only be billed if utilized. Please be advised that if the contingency budget is fully utilized, you will be required to early renew and increase envelopes to avoid further overages.

Product Details
eSignature Envelope Allowance: 500

Overage/Usage Fees
eSignature Business Pro Edition - Envelope Subs. (Per Transaction): \$5.80

This Quote covers the DocuSign products described herein and is governed by the Master Partner Agreement between DocuSign, Inc. and Colorado Statewide Internet Portal Authority dated July 26, 2021, as well as the attached ADDENDUM to the DocuSign MSA for U.S. PUBLIC ENTITIES and the Reseller Agreement dated May, 30, 2023. Use of DocuSign is subject to the following Terms & Conditions: <https://www.docusign.com/legal/terms-and-conditions/>

By signing this quote or issuing a Purchase Order, you are agreeing to the above Terms and Conditions and you are agreeing to purchase the above mentioned subscriptions and/or services and you will be responsible for payment upon invoicing. You also certify that you have authority to enter into this agreement between your entity and SIPA.

Item 7i.

Quote Acceptance Information

Signature _____
Name _____
Title _____
Date _____

ADDENDUM to the DocuSign MSA for U.S. PUBLIC ENTITIES

This Addendum to the DocuSign MSA for U.S. Public Entities (“**Addendum**”) is made part of the Master Services Agreement between the Parties. Unless otherwise defined in this Addendum, capitalized terms will have the meaning given to them in the Agreement. This Addendum applies to Customer only if Customer is (i) a United States state or local government or agency thereof, or (ii) a United States public school (including both K-12 and university institutions), but only to the extent the DocuSign Services are being used in an Authorized User’s official capacity as a state, local government, or school official or employee (“**Official Use**”). If there is any conflict between the Addendum and the Agreement, the applicable terms of this Addendum will prevail. Nothing in this Addendum makes DocuSign a government contractor for any federal, state, local, or foreign government.

1. Licensed Use. The phrase “internal business purposes” as used in the Agreement means Official Use by Authorized Users for Customer’s internal purposes.

2. Terms Prohibited by Law. Provisions of the Agreement that cannot be accepted by Customer under Customer’s state constitution or laws shall not apply to the extent of such prohibitions, but will apply to the full extent, if any, permitted by applicable law.

3. Public Records. The provisions of the Agreement regarding Customer’s use of DocuSign Confidential Information are hereby modified to be consistent with Customer’s state law with respect to use and disclosure of public records including without limitation any applicable “Freedom of Information” laws. If Customer is required by law to disclose any information that would be considered to Confidential Information under DocuSign’s standard terms, Customer agrees to make reasonable efforts to notify DocuSign of such disclosure, to limit such disclosure to only that information that is required to be disclosed by law by redacting or withholding information where possible, and to cooperate in any effort reasonably made by DocuSign to prevent or limit such disclosure.

4. Governing Law and Venue. Provisions of the Agreement pertaining to governing law and venue do not apply to Official Use of the DocuSign Services to the extent such provisions are prohibited by Customer’s state constitution or laws, in which case this Agreement is governed by the laws of Customer’s state.

5. No Endorsement. DocuSign agrees that Customer’s seals, trademarks, logos, service marks, trade names, and the fact that Customer has a presence on one of DocuSign’s websites or uses the DocuSign Services, will not be used by DocuSign in such a manner as to state or imply that DocuSign’s products or services are endorsed, sponsored or recommended by Customer or are considered by Customer to be superior to any other products or services without prior approval from Customer or by other relevant government authority. Except for pages whose design and content is under the control of the Customer, or for links to or promotion of such pages, DocuSign agrees not to display any Customer or government seals, trademarks, logos, service marks, and trade names on our homepage or elsewhere on one of DocuSign’s hosted sites unless permission to do so has been granted by Customer or by other relevant government authority. Notwithstanding the foregoing, Customer hereby agrees that DocuSign may list Customer’s name in a publicly available customer list on a DocuSign website or elsewhere so long as the name is not displayed in a more prominent fashion than that of any other third-party customer name.

6. Discrimination and Non-Segregation. DocuSign, Inc. is a federal contractor. As a result, the Equal Opportunity Clause set forth in 41 C.F.R. parts 60-1.4(a), and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A are incorporated by reference herein. In addition, DocuSign shall abide by the requirements of 41 C.F.R. §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

7. FERPA. If Customer wants its students to use the DocuSign Services (permitted only for students age 13 and older), Customer is responsible for complying with the U.S. Family Educational Rights and Privacy Act (“**FERPA**”). This means Customer must notify those students’ parents/guardians of the personally identifiable information that it will collect and share with DocuSign and obtain parental/guardian consent before its students sign up or use the DocuSign Services. When obtaining such consent, Customer should provide parents/guardians with a copy of DocuSign’s [Privacy Policy](#). Customer must keep all consents on file and provide them to DocuSign at DocuSign’s reasonable request. If Customer is located outside of the United States, DocuSign will rely upon Customer to obtain any required consents or approvals from the parent or guardian of any student covered by similar laws and, as a condition to Customer’s and its students’ use of the DocuSign Services, Customer will comply with such laws. DocuSign acknowledges that, as between DocuSign and Customer, DocuSign may be considered a “School Official” as that term is used in FERPA and its implementing regulations. As such, DocuSign agrees that it will hold all Customer Data (including personal data

therein) in strict confidence pursuant to the terms of the Agreement and will not use or disclose Customer Data except: (a) as required to provide the DocuSign Services to Customer or (b) as required by law, but only to the extent permitted and only in the manner prescribed by the law, and (c) as otherwise expressly authorized by the Agreement and in accordance with DocuSign's [Privacy Policy](#) . This section will not create any obligations on the part of DocuSign outside those set forth in this Agreement.

8. Gramm-Leach-Bliley Act. DocuSign agrees and warrants it has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eDocument and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Customer Information as set forth in Section 501(b) of the Gramm-Leach-Bliley Act.



MEMORANDUM

MEETING TYPE: Board of County Commissioners Regular Meeting

MEETING DATE: October 31st, 2023

ITEM NAME: EMPG Special Project

SUBMITTED BY: Brittney Ciarlo, Emergency Manager

SUMMARY: Huerfano County was awarded an Emergency Management Performance Grant- Special Project to purchase additional EOC equipment. A 50% match is required for the total award amount of \$15,030.50.

RECOMMENDATION: I recommend that the BOCC approve the grant award of \$15,030.50 with a required match of \$7,515.25.

BACKGROUND: Huerfano County will use this funding to purchase needed items for the current EOC space including Whiteboards, a Meeting Owl, Video Conferencing, map pull-downs and additional chairs. We are trying to accumulate new, necessary items to use not only for an emergency event, but for training and meetings in our new space.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:



MEMORANDUM

MEETING TYPE: Board of County Commissioners Regular Meeting

MEETING DATE: October 31st, 2023

ITEM NAME: USDA Forest Service CWDG Application

SUBMITTED BY: Brittney Ciarlo, Emergency Manager

SUMMARY: This project will be developing an initial county wide CWPP for Huerfano county. Huerfano County has not had a large-scale plan before but would like to become compliant with the new Senate Bill requirement. Huerfano County will still encourage individual communities and/or HOA's to develop their own individualized plans to fit their needs, but this overall County plan will serve as an umbrella plan.

RECOMMENDATION: I recommend that the BOCC approve the grant application for \$180,000 with a match waiver.

BACKGROUND: Per Colorado Senate Bill 09-001, Huerfano County is required to develop a Community Wildfire Protection Plan. The project would include all areas of the County with an appendix list of specific communities that have their own CWPP. The County plan would be a large-scale plan identifying landscape-scale fuels treatment projects for the highest risk communities within the project area. The plan will be fully implementable including detailed project designs, layout and execution plans. A community wildfire risk analysis considering fuel hazards, fire history, common structure vulnerability characteristics, and community values to be protected will all be included in the plan. Huerfano County Department of Emergency Management will lead this project and ensure that all necessary plan participants are involved from start to finish.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:



401 Main Street,
Walsenburg, CO 81089

719-738-1220 Ext.103

BULK-23-0009	Bulk Water Application
SITE ADDRESS: CO RD 620 # 07104 PROJECT NAME: Draschil- Water EXPIRES: 04/03/2024	

PARCEL: 204532

Permit Request:

Well on property has been tested and found untreatable, unfilterable, and unusable. Need water permit to fill 2 cisterns on the property for household use.

APPLICANT:	Draschil, Robin 7104 County Road 620 GARDNER, CO 81040 571-208-2583	OWNER:	Draschil, Robin 7104 County Road 620 GARDNER, CO 81040
PERMIT INFO:	County Resident		
User Type	Yes		
Full-time resident	Yes		
Residence on property	Yes		
Electrical Service	Yes		

VALUATION:	<u>Quantity</u>	<u>Value</u>	FEES:	<u>Paid</u>	<u>Due</u>
			Administrative Fee	50.00	\$0.00
CONDITIONS				Total:	\$50.00
				\$50.00	\$0.00

Action by the Authorized Permitting Authority

Approved
 Conditional Approval
 Denial

Name		Signature		Date:	
Comments		Title			



**Huerfano County
Land Use Department
401 Main Street, Suite 304
Walsenburg, Colorado 81089
719-738-1220, ext 117 (Bldg Department)**

October 12, 2023

This Letter is concerning Robin Draschil, 7104 County Road 620, in Gardner. After investigating, the property, there is two structures on the property. There are no code violations on this property.

Robin Draschil has applied for a bulk water permit because the well drilled on the residence has toxic water that was tested and the toxins cannot be treated or filtered. There are two cisterns on the property to utilize for the house.

Please let us know if you have any further questions or concerns.

Best Regards,

Cheri Chamberlain

Huerfano County
Building and Code Enforcement
401 Main Street Suite 304
Walsenburg, CO 81089
(719) 738-1220 ext. 117 (Office)
(719) 248-6715 (Cell)
cchamberlain@huerfano.us

Ryan Sablich

Huerfano County
Building and Code Enforcement
401 Main Street Suite 304
Walsenburg, CO 81089
(719) 738-1220 ext. 118 (Office)
(719) 248-9019 (Cell)
rsablich@huerfano.us

PERMIT AND AGREEMENT FOR BULK WATER USE

This permit and agreement for bulk water use ("Application") is entered into by and between the Gardner Water and Sewer Public Improvement District ("District") and:

ROBIN DRASCHIL to become effective on 15 OCT '23
(Printed Name) ("Effective Date").

Applicant is requesting bulk water as a:

County Resident: Non County Resident:

Licensed Contractor of Huerfano County _____

Physical address of property where water will be used:

7104 CR 620, GARDNER, CO 81040

In space provided please explain why you are requesting to open a bulk water account:

THIS RESIDENCE HAS A WELL, BUT THE WATER IS UNUSABLE. THE WELL WATER HAS BEEN TESTED AND FOUND TO HAVE TOXIC LEVELS OF SALT, LEAD, IRON, IRON BACTERIA, ETC. THE WATER IS NOT TREATABLE OR FILTERABLE.

THERE ARE 2 CISTERNS ON THE PROPERTY USED FOR HOUSEHOLD WATER STORAGE. WATER NEEDS TO BE Hauled IN TO FILL THESE CISTERNS.

Attach proof of ownership to this form. Accepted forms of ownership are a Property Deed, Treasurers Deed, or File Maintenance print out from county Assessor's Office.

Bulk Water Rates and Administrative Fee.

County Resident Rate:

\$0.04 cents per gallon up to 30,000 gallons per calendar year, limited to 2,500 gallons per month. Use exceeding 30,000 gallons per calendar year will be charged \$0.08 cents per gallon, limited to 1,500 gallons per month. County resident status is defined as owning a parcel of land within the 81040 postal zip codes, or within the Upper Huerfano River drainage basin with an approved conforming primary residence on the parcel.

Non County Resident Rate:

\$0.08 cents per gallon up to 30,000 gallons per calendar year, limited to 2,500 gallons per month. Use exceeding 30,000 gallons per calendar year shall not be permitted. Nonresident is defined as an owner of any un-improved parcel of land within the 81040 postal zip codes, or within the Upper Huerfano River basin, or any user outside of the Upper Huerfano River basin.

Licensed Contractor of Huerfano County:

Contractors licensed in Huerfano County shall be charged a rate of \$08.5 cents per gallon and limited to 15,000 gallons per calendar year.

Administrative Fee:

A non-refundable new application administrative fee of \$50.00 dollars is due at time of application submittal.

Huerfano County has land use regulations. Account holders charged with a land use violation(s) shall have their account suspended. If it is determined that a violation does exist all remaining fees will be forfeited and the account terminated. NO EXCEPTIONS. Issuance of a bulk water account does not guarantee a source of water in perpetuity.

Approval of all bulk water accounts is subject to inspection of subject property by a county representative and approval of the Board.

Applicant by signing this "Application" agrees to hold the District harmless for any damages to their property as a direct result of utilizing the Bulk Fill Station.

Customer signature: *Rubin Sanchez* DL# 17-088-3313 State CO
Expiration date 2/27 DOB 2 MARCH 1953
Phone number: (571) 268-2583 e-mail address: RAD13@VERIZON.UE
Application received by: *Sky Tallman* Date 5 OCT '23
Office Representative

Date application received by Public Works Director: _____

Application was reviewed at the regularly scheduled Huerfano County Board of County Commissioners meeting of _____.

District approved: _____ District denied: _____

Finance staff to complete below information:

Date account opened: _____ Account # _____

Administrative Fee \$50.00 paid by:

Cash _____ Check _____ Attach copy of check to agreement

Card Transaction _____ Attach receipt from Treasurers Office

Bulk Water fee collected: _____

Cash _____ Check _____ Attach copy of check to agreement

Card Transaction _____ Attach receipt from Treasurers Office

State Documentary Fee
\$25.50 05-01-2023

429913
Page 1 of 4
Erica Vigil, Clerk & Recorder
Huerfano County, CO
05-01-2023 09:01 AM Recording Fee \$28.00

Item 71.

WARRANTY DEED

THIS DEED, is dated the 26 day of April, 2023, and is made between MORGAN E ALBER, FREDERICK ROSE, and JACOB KARIM ELBEKHTY (whether one, or more than one), the "Grantor" of the State of Colorado and ROBIN DRASCHIL (whether one, or more than one), the "Grantee," whose legal address is: P.O. BOX 614, CORTEZ, CO 81321 of the State of Colorado

State Doc Fee:
Recording Fee:

WITNESS, that the Grantor, for and in consideration of the sum of Two Hundred Fifty Five Thousand Dollars and No Cents (\$255,000.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Huerfano and State of Colorado described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

also known by street and number as: 7104 CR 620, GARDNER, CO 81040

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee's heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns: that at the time of the ensembling and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to:

SEE EXHIBIT "B" ATTACHED HERETO

And the Grantor shall and will WARRANT AND FOREVER DEFEND the above described premises, but not any adjoining vacated street or alley, if any, in the quiet and peaceable possession of the Grantee, and the heirs and assigns of the Grantee, against all and every person or persons lawfully claiming the whole or any part thereof

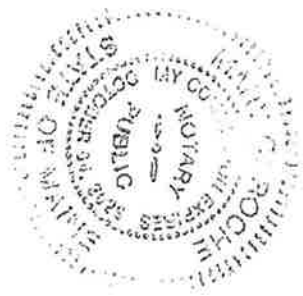
IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Morgan E Alber
MORGAN E ALBER
Frederick Rose
FREDERICK ROSE
Jacob Karim Elbekhty
JACOB KARIM ELBEKHTY

State of Maine
County of Hancock

The foregoing instrument was acknowledged before me this 26 day of April, 2023 by Mary C. Roche

Witness my hand and official seal.
Mary C. Roche
Notary Public
My Commission Expires: 10/4/2029



County of Huerfano
State of Colorado

The foregoing instrument was acknowledged before me this 28 day of April 2023, by
Morgan E Alber and Jacob Karim Elbek HTy.

My commission expires 12/30/24 witness my hand and official seal.

Sandra J Dotter

Notary Public

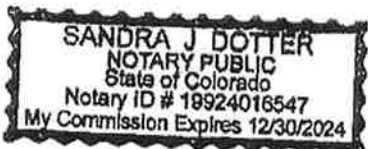


EXHIBIT "A"
LEGAL DESCRIPTION

LOT 6, SILVER FOX RANCHES, LOCATED IN THE SE1/4NE1/4 SECTION 33 AND THE SW1/4NW1/4, AND THE NW1/4NW1/4 OF SECTION 34 TOWNSHIP 25 SOUTH, RANGE 69 WEST OF THE 6TH P.M., HUERFANO COUNTY, COLORADO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SE1/4NE1/4 SECTION 33, THENCE NORTH 03°21'18" WEST ALONG THE WEST LINE OF SECTION 34 A DISTANCE OF 116.20 FEET, THENCE SOUTH 89°50'56" EAST, A DISTANCE OF 1315.03 FEET TO THE EAST LINE OF SAID NW1/4NW1/4 SECTION 34; THENCE SOUTH 03°37'32" EAST, ALONG SAID EAST LINE A DISTANCE OF 116.20 FEET TO THE NORTHEAST CORNER OF SAID SW1/4NW1/4 SECTION 34; THENCE CONTINUING SOUTH 03°37'32" EAST, ALONG THE EAST LINE OF SAID SW1/4NW1/4 SECTION 34, A DISTANCE OF 666.39 FEET; THENCE NORTH 89°46'27" WEST, A DISTANCE OF 1318.30 FEET TO THE WEST LINE OF SAID SW1/4NW1/4 SECTION 34; THENCE NORTH 84°41'32" WEST, A DISTANCE OF 880.99 FEET TO THE EAST RIGHT-OF-WAY LINE OF A COUNTY ROAD, THENCE NORTH 04°45'52" EAST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 565.80 FEET TO THE NORTH LINE OF SAID SE1/4NE1/4 SECTION 33; THENCE NORTH 88°41'54" EAST, ALONG SAID NORTH LINE A DISTANCE OF 791.54 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE RECORDS OF THE CLERK AND RECORDER FOR HUERFANO COUNTY, COLORADO.

EXHIBIT "B"
EXCEPTIONS TO TITLE

1. Taxes for the year 2023, a lien not yet due and payable.
2. Distribution of Utility Easements (including cable tv)
3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual Knowledge and which were accepted by Buyer in accordance with § 8.3 (off record Title) and § 9 (New ILC or New Survey)
4. Inclusion of the Property within any special taxing district
5. Any special Assessment if the improvements were not installed as the date of Buyers' Signature hereon, whether assessed prior to or after closing.
6. Excepting a 20 foot easement inside the North, East and West property line for Access and Utilities and a 20' easement for access along an existing road for access to the North, recorded on Warranty Deed April 15, 1996 at Book 411 Page 152.
7. Line Extension Contract and Agreement between San Isabel Electric Association Inc. and E. Christopher Burdekin and Edwin Burdekin, recorded September 16, 1997 at Reception No. 330657.
8. Survey Map Recorded August 3, 1988 at SURVEY NO. 16-S-4, Survey Map Recorded July 26, 1990 at SURVEY NO 16-S-17 and amended September 9, 1991 at MAP NO. 318.



Huerfano County
 401 Main Street, Suite 201
 Walsenburg, CO 81089

Receipt Number: RO23-0

Item 71.

719-738-1220 Ext.103

Payer: DRASCHIL, ROBIN
 7104 COUNTY ROAD 620
 GARDNER CO 81040

Cashier: Kyla Witt

Date: 10/24/2023

BULK-23-0009 BULK WATER APPLICATION CO RD 620 # 07104

<u>Fee Description</u>	<u>Fee Amount</u>	<u>Amount Paid</u>	<u>Fee Balance</u>
Administrative Fee	\$50.00	\$50.00	\$0.00
	\$50.00	\$50.00	\$0.00
Total Paid:		\$50.00	

<u>Payment Method</u>	<u>Reference</u>	<u>Payment Amount</u>
CHECK	2172	\$50.00
Total Paid:		50.00

Huerfano County



401 Main Street,
Walsenburg, CO 81089

719-738-1220 Ext.103

GPID	Water Tap Permit
SITE ADDRESS: 25201 HWY 69 Gardner, CO 81040	ISSUED: EXPIRES: Upon Termination

PARCEL: 15878

Permit Request Details:
3/4 Water Line to the property

APPLICANT: Nicole Sudderth

OWNER: Nicole Sudderth
Owner Address PO Box 231 La Veta, CO 81055

PERMIT INFO:
Size of water line requested: 3/4

Commercial Residential

Requested completion date: ASAP

FEES:	Paid	Due
Administrative Fee	50.00	10/26/23
Total:	52.00	

CONDITIONS

Upon approval of the Huerfano County
Board of County Commissioners.

Action by the Authorized Permitting Authority

Approved Conditional Approval Denial

Name _____

Signature _____ Date: _____

Comments _____

Title _____



**Huerfano County
Land Use Department
401 Main Street, Suite 304
Walsenburg, Colorado 81089
719-738-1220, Ext. 117 (Bldg Department)**

October 17, 2023

This Letter is concerning Nicole Sudderth with property located at 25201 Highway 69, in the SE4 of SEC 13 TWP 26 RNG 70 (parcel number 15878) in Gardner. After investigating, the property, there is only one structure on the property and one camper. There were no code violations.

Nicole Sudderth has applied for a water tap permit with GPID to supply water to her property.

Please let us know if you have any further questions or concerns.

Best Regards,

Cheri Chamberlain

Huerfano County
Building and Code Enforcement
401 Main Street Suite 304
Walsenburg, CO 81089
(719) 738-1220 ext. 117 (Office)
(719) 248-6715 (Cell)
cchamberlain@huerfano.us

Ryan Sablich

Huerfano County
Building and Code Enforcement
401 Main Street Suite 304
Walsenburg, CO 81089
(719) 738-1220 ext. 118 (Office)
(719) 248-9019 (Cell)
rsablich@huerfano.us



Gardner Public Improvement District

Water/Sewer Tap Application

Name: Nicole Sudderth

Phone #: 303-944-7319

Email: nicolesudderth@gmail.com

Address: PO BOX 231 La Veta, Co 81055

Parcel #: Lengthy Legal, see attached

Proof of ownership: Warranty Deed

Size of water line requested (3/4 standard): 3/4
(See attached Resolution 18-50 for meter size and fee schedule information)

Commercial Property: Residential Property:

Requested date of water/sewer tap completion: ASAP

Signature: Nicole Sudderth Date: 09/25/2023

(By signing you acknowledge & agree to Resolutions 18-50 - GPID Rules & Regulations)



FOR OFFICIAL USE ONLY

(Attach receipt to documents)

Payment received by: Aleri Chambala Date: 10/26/23

Amount received: 50.00

Signature: Aleri Chambala Date: 10/26/23

WARRANTY DEED

State Doc Fee: \$4.00
Recording Fee: \$18.00

THIS DEED is dated the 21 day of September, 2023, and is made between

John A. Castro and Marie Y. Castro

(whether one, or more than one), the "Grantor" of the County of El Paso and State of Colorado and

Nicole Sudderth and John Brent Sudderth

the "Grantees", whose legal address is 25201 Highway 69, Gardner, CO 81040 of the County of Huerfano and State of Colorado.

WITNESS, that the Grantor, for and in consideration of the sum of **Forty Thousand Dollars and No Cents (\$40,000.00)**, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantees and the Grantees' heirs and assigns forever, **not in tenancy in common but in joint tenancy**, all the real property, together with any improvements thereon, located in the County of Huerfano and State of Colorado described as follows:

A tract of land located in the Southeast One-quarter of Section 13, Township 26 South, Range 70 West of the Sixth Principal Meridian, County of Huerfano, State of Colorado, said tract being more particularly described as follows:

Commencing at the Southeast corner of said Section 13, monumented with a No. 6 Rebar with 3-1/4" Aluminum Cap LS No. 16163; Thence S 89°09'00" W (a bearing relative to the South line of said Section 13 between the Southeast corner, monumented with a No. 6 Rebar with a 3-1/4" Aluminum Cap LS No. 16163 and the South quarter corner monumented with a 3x2" bolt as it was accepted in 1870 per Town of Gardner Map, File No. E-52 dated June 10, 1964, assumed to bear S 89°09'00" W and to which all other bearings noted herein or relative along the South line of the Southeast one-quarter of said Section 13 a distance of 918.51 feet: thence N 00°51'00" W a distance of 216.00 feet to the Point of Beginning, said point being the North line of an existing alley as traveled:

- 1) Thence S 89°09'00" W along the North line of said alley a distance of 113.52 feet to a point on a fence line North, and also being a point on a Boundary Line Agreement;
- 2) Thence departing the North line of said alley N 00°51'00" W along said Boundary Line Agreement a distance of 161.73 feet;
- 3) Thence departing said Boundary Line Agreement N 88°07'28" E a distance of 116.08 feet;
- 4) Thence S00°02'20" W a distance of 163.83 feet, more or less, to the Point of Beginning.

also known by street address as: 25201 Highway 69, Gardner, CO 81040

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


TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantees, and the Grantees' heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns: that at the time of the ensembling and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to: Statutory Exceptions as defined in C.R.S. § 38-30-113(5)(a).

And the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, in the quiet and peaceable possession of the Grantees, and the heirs and assigns of the Grantees, against all and every person or persons lawfully claiming the whole or any part thereof.


IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.


Marie Y. Castro

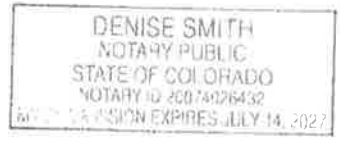

John A. Castro

State of Colorado
County of Huerfano

The foregoing instrument was acknowledged before me this 21 day of September, 2023 by Marie Y. Castro and John A. Castro



Notary Public: _____
My Commission Expires: _____



paid by the metered, and the cost of all such metering equipment shall be paid by the applicant for service.

4.8 New Construction. All new construction and any reconstruction within the District must connect to applicable water and sewer at owner's expense.

4.9 Water Tap Fee Schedule. The Fee Schedule can be changed by the Board, at any time, with required public notice.

The current "tap" or "connection" fees for water within the District shall be by meter size, as follows:

5/8"	meter	\$5,500.00	Residential
5/8"	meter	\$5,500.00	Commercial
3/4"	meter	\$6,500.00	Residential
3/4"	meter	\$6,500.00	Commercial
1"	meter	\$7,500.00	Residential
1"	meter	\$7,500.00	Commercial
1 1/2"	meter	\$16,000.00	Residential
1 1/2"	meter	\$16,000.00	Commercial

2" and above – As set by the Board

The District shall assess a charge of \$1,500.00 for a stand-by fire protection tap up to and including 2" in diameter; \$4,000.00 for a stand-by fire protection tap larger than 2" in diameter, but not exceeding 4" in diameter.

The annual service charge for stand-by fire protection shall be assessed as follows:

2"	tap	\$75.00
4"	tap	\$150.00

An annual certification is required.

Stand-by fire protection tap fees charged to commercial users shall be identical with those charged to all other users in the district.

The owner is responsible for all costs associated with the water line installation beyond the meter and any damages that result to the meter, yoke, or any part of the water system as a result of owner's work. Charges shall be paid by the applicant for a tap, or by their duly authorized agent. Any costs in addition for connection of said water tap shall be at the property owner's expense.

ACCOUNT FILE MAINTENANCE

INQUIRY ONLY

Account Name SUDDERTH, NICOLE & JOHN BRENT
 Address 1 PO BOX 231
 Address 2 LA VETA
 Address 3
 Address 4
 State/Zip CO 81055 0000
 Property HWY 69 # 25201
 Map Num 28-4875-134-00-229
 Prev Name1 CASTRO, MARIE Y & JOHN A
 Prev Name2

Item 7m.

Use 1212 City 00000 Subdv 0220
 Anlys 000 Tax/Dst 1GS Zone 00
 Exempt Late Filing Advrt Y Bnkprt N
 ACRES: Master Legal Value
 0000000043 000 043

VALUES-ASSD	TAXABLE	EXEMPT
LAND	145	
IMPROVMENT	464	
TOTALS	609	
Ignore PP \$	14508	Exemption N
NOV # 6053	NOD #	

CHANGES

Parcel On 10/04/2023 By COHUPTON
 Name On 10/04/2023 By COHUPTON
 Values On 04/01/2013 By COHUMELI
 Legal On 10/04/2023 By COHUPTON

CMD1-Value Change
 CMD2-Legal Change
 CMD3-Both Changes
 CMD4-Sales Change
 CMD22-Abort Entry
 HELP-More Details

HUERFANO COUNTY GOVERNMENT

Huerfano County, Colorado
SPANISH PEAKS COUNTRY



Step 1: Select Payments

Step 2: Review and Submit

Step 3: Confirmation and Receipt

Step 3: Confirmation and Receipt

Result: Payment Authorized

Confirmation Number: 144744202

Your payment has been authorized successfully and payment will be processed.

Huerfano County Treasurer Thanks You For Your Business. Credit Card Services provided by Huerfano County Treasurer in connection with POINT & PAY.
Signature: _____ Thank you for using our bill payment services.

Please save or print a copy of this receipt for record keeping purposes.

My Bills

Description	Amount Due
GPID payment of \$50.00	\$50.00
Subtotal:	\$50.00
Convenience Fee:	\$2.00
Total Payment:	\$52.00

Customer Information

First Name: Nicole D
Last Name: Sudderth
Address Line 1: PO Box 231
Address Line 2:
City: La Veta
State: Colorado
Zip Code: 81055
Phone Number: (303)944-7319
Email Address: nicolesudderth@gmail.com

Payment Information

Payment Date: 10/26/2023
Card Type: Visa
Card Number: *****3904

Print

Finished

Commissioners Purchasing Review Report by Fund (APLT55)

Item 7n.

Beginning Date: 10/25/2023

Ending Date: 10/25/2023

Huerfano County

Vendor:	Description	Vendor Amount
Fund: 001 GENERAL FUND		
ALDO J TARTAGLINI, PH.D.	Mathews Pre-employ psych eval	\$200.00
ANTHONY LUGINBILL	October 2023 Monthly Cell Phone Stipend	\$40.00
ART MARTINEZ	25 hours	\$375.00
AVENU INSIGHTS & ANALYTICS	Technical Support, Application hosting, Forms - Treasurer	\$5,341.64
AXIS BUSINESS TECHNOLOGIES	monthly contract	\$62.36
BOIES-ORTEGA FUNERAL HOME	Deceased Transport	\$300.00
CANON FINANCIAL SERVICES INC	meter usage and contract charge	\$975.34
CARLTON CROFT	Reimbursement for mileage and hotel for CTO Conference	\$388.81
Cathy Pineda	Transport evidence CBI	\$155.90
CITY AUTO PARTS	Parts	\$480.08
Colin Low	On Call Hours Sept 2023	\$266.00
COLORADO ASSESSORS ASSOCIATION	winter conference registration	\$400.00
CUCHARAS SANITATION &	Water and Sani billing for Sept 2023	\$445.00
DANIEL'S TOWING & AUTO REPAIR	946HRH Repairs	\$1,272.00
DAVID MCCAIN	Transports 9/19 - 10/17	\$1,346.80
DEBRA J. REYNOLDS	Reimbursement for Printing	\$29.00
Dee Ann Lyons	Mileage/ Med Service thru 10-24-2023	\$428.20
DEEP ROCK	Artersian drinking water	\$123.92
DEPARTMENT OF HUMAN SERVICES	20 % OF LAWYER SERVICES LISA FOR SEPTEMBER 2023	\$3,559.86
DISTRICT ATTORNEY	1st payment per res. NO.23-42	\$54,013.33
DISTRICT HEALTH DEPT.	October 2023 Allocation per 2023 Budget	\$13,000.00
EL PASO COUNTY FINANCIAL SVCS	Autopsies	\$9,000.00
F & C SAWAYA WHOLESALE CO	Jail Supplies	\$44.95
FIRST CHOICE	Inmate meals	\$376.57
FRONT RANGE WINWATER	Repairs	\$3,525.00
GALLS, LLC	Pants and shoes	\$378.14
GPMB,LLC	SOLANO VS LOPEZ	\$37,635.50
HINKLE & COMPANY	Audit for 2022	\$4,000.00
HUERFANO COUNTY	2022 Ford Maverick repairs - Land Use	\$3,590.45
J. M. TIRE COMPANY	Parts	\$173.50
JACK'S TIRE & OIL	Goodyear Wrangler Workhorse LT265/0R17/E	\$1,374.40
JEFFREY BYLAND	October2023 Monthly Cell Phone Stipend	\$40.00

Commissioners Purchasing Review Report by Fund (APLT55)

Item 7n.

Beginning Date: 10/25/2023

Ending Date: 10/25/2023

Huerfano County

Vendor:	Description	Vendor Amount
Kimberly Sue Trujillo	October 2023 Monthly Cell Phone Stipend	\$40.00
LA VETA OIL LLC	Diesel, Gas	\$183.08
LG MAINTENCE ENTERPRISES, LLC	Judicial Center Maintenece	\$3,000.00
LOVE'S TRAVEL STOPS & COUNTRY	Fuel 9/5/23 to 10/4/23	\$1,932.55
MARVIN REYNOLDS	Reimbursemnt for purchases made for shooting sports trailer	\$267.16
MOBILE RECORD SHREDDERS	4 week service	\$13.20
MOUNTAIN DISPOSAL, INC	Service	\$205.20
O'REILLY AUTOMOTIVE INC	Parts	\$51.55
ORKIN	Service	\$261.98
PRO COM	Pre-employment Drug Testing	\$122.00
QUILL CORPORATION	Office supplies	\$48.06
REBECCA ANN BROWN	On Call Investigation Hours and Mileage	\$703.47
RYAN SABLICH	Reimbursement for mileage and HDML adapter	\$421.77
SECOM INC	Internet Services	\$115.47
SHAMROCK FOODS COMPANY	Meals, Cleaning Supplies	\$571.35
SPANISH PEAKS REGIONAL	Meals 9/02 - 10/01	\$6,797.89
SPORLEDER FEEDS	Parts	\$456.79
Staples	OFFICE SUPPLIES	\$496.03
THE HOME DEPOT PRO	Parts	\$2,010.81
THOMSON REUTERS-WEST Payment Center	Software subscription chgs	\$441.02
TWIN LANDFILL CORPORATION	Service	\$300.00
VALUE WEST, INC	October invoice	\$4,200.00
WALSENBURG LUMBER COMPANY	Parts	\$1,515.32
WARRIOR KIT SAFETY & SURVIVAL	ID placards for vest carriers	\$88.10
WASTE CONNECTIONS OF CO, INC	FI 6 yd - Huerfano Community Center	\$331.84
WEX BANK	October billing	\$30.00

Subtotal for Fund 001 GENERAL FUND : \$167,946.39

Fund: 002 ROAD & BRIDGE FUND

ACORN PETROLEUM, INC.	Supplies	\$13,511.63
CENTURYLINK	October 2023 phone bill for LaVeta Shop	\$116.98
CITY AUTO PARTS	Parts	\$672.02
J. M. TIRE COMPANY	Parts	\$1,034.48
JERRY SPORCICH	October 2023 Monthly Cell Phone Stipend	\$40.00

Commissioners Purchasing Review Report by Fund (APLT55)

Item 7n.

Beginning Date: 10/25/2023

Ending Date: 10/25/2023

Huerfano County

Vendor:	Description	Vendor Amount
JOHN DEERE FINANCIAL	Parts	\$244.96
LA VETA OIL LLC	Fuel	\$672.99
LIGHTNING BOLT INC.	Parts	\$122.44
MOUNTAIN DISPOSAL, INC	Service	\$129.60
NICK L. ARCHULETA	October 2023 Monthly Cell Phone Stipend	\$40.00
PRECISION HYDRAULICS INC.	Parts	\$91.90
PRO COM	Service	\$349.00
PUEBLO BEARING SERVICE CO	Parts	\$76.28
ROAD SIDE SUPPLIES LLC	Parts	\$1,686.59
SOUTHERN TIRE MART	Tires for Skid Steer	\$2,440.27
SPRADLEY CHEVROLET OF PUEBLO	Parts	\$91.56
THE HOME DEPOT PRO	parts	\$514.77
THE TOWN OF LA VETA	Service	\$91.00
THE WESTERN GROUP-OREGON	Parts	\$976.26
TWIN LANDFILL CORPORATION	Service	\$150.00
U.S. AUTOFORCE	Parts	\$6,115.36
US DEPARTMENT OF TREASURY	Service	\$429.00
WALSENBURG LUMBER COMPANY	Parts	\$213.29

Subtotal for Fund 002 ROAD & BRIDGE FUND : \$29,810.38

Fund: 003 LODGING TAX TOURISM FUND

ADPRO	Account service fee, Public Relations and website maintenance	\$2,295.00
Gravel Adventure Field Guide LLC	gravel guides	\$24,509.00

Subtotal for Fund 003 LODGING TAX TOURISM FUND : \$26,804.00

Fund: 004 SPECIAL PROJECT FUND

Armstrong	4V1 Airport Master Planning	\$17,392.60
ECONOMIC DEVELOPMENT COUNCIL	AUGUST REIMBURSEMENT	\$19,808.69
Electra Johnson Design & Planning LLC	THORN	\$6,635.00
KASTNER ENGINEERING LLC	Water Right Assessment for County Purposes of the Thorne Ranch Wat	\$1,045.50
KLJ ENGINEERING LLC	Cuchara Mtn Park Multi-Use Path	\$38,144.80
La Clinica	Upgrades to Building	\$10,000.00
MACDOUGALL & WOLDRIDGE, P.C.	PS 09-01-2023 TO 10-01-2023	\$187.50
McKinstry Essention, LLC	APP #6 PS FOR SEPTEMBER 2023	\$498,280.03

Commissioners Purchasing Review Report by Fund (APLT55)

Item 7n.

Beginning Date: 10/25/2023

Ending Date: 10/25/2023

Huerfano County

Vendor:	Description	Vendor Amount
MOUNTAIN MASONRY LLC	Courthouse Masonry Rehab Phase 3	\$37,712.70
SE GROUP	PS 8-23 TO 9-23	\$15,645.25
SIX POINT EXCAVATION, LLC	gym remodel	\$18,314.22
SOUTH CENTRAL COG	Highway of Legends	\$39,633.00
Trinidad Community Foundation	WinterFest	\$11,000.00
TWIN PEAKS FITNESS	Gates Family Foundation Pass Thru	\$16,700.00
Subtotal for Fund 004 SPECIAL PROJECT FUND :		\$730,499.29
Fund: 010 PARKS AND RECREATION		
HUERFANO COUNTY	Fuel	\$292.95
LESTER BERRY	October 2023 Monthly Cell Phone Stipend	\$40.00
MOUNTAIN DISPOSAL, INC	Service	\$167.06
Subtotal for Fund 010 PARKS AND RECREATION :		\$500.01
Fund: 050 CONSERVATION TRUST FUND		
ARTHUR L CRUZ	Fiesta Park Maintenance per contract	\$1,000.00
JIMMY RAY GARCIA	Fiesta Park Maintenance Per Contract	\$1,000.00
Subtotal for Fund 050 CONSERVATION TRUST FUND :		\$2,000.00
Fund: 068 WASTE TRANSFER ENTERPRISE		
LG MAINTENCE ENTERPRISES, LLC	Judicial Center Maintenance	\$0.00
MOUNTAIN DISPOSAL, INC	Service	\$100.00
OTERO COUNTY LANDFILL INC.	54.67 compacted cubuc yds	\$2,624.16
WALSENBURG LUMBER COMPANY	Parts	\$17.59
Subtotal for Fund 068 WASTE TRANSFER ENTERPRISE :		\$2,741.75
Fund: 069 EMERGENCY SERVICES FUND		
BRITTNEY CIARLO	October 2023 monthly cell phone stipend	\$40.00
HUERFANO COUNTY	Fuel	\$25.90
SE GROUP	PS 7-23 TO 08-19-2023	\$5,996.25
Subtotal for Fund 069 EMERGENCY SERVICES FUND :		\$6,062.15
Fund: 070 GARDNER PUBLIC IMP DISTRICT		
CENTURYLINK	Service	\$106.18
FRONT RANGE WINWATER	Parts	\$1,007.55

Commissioners Purchasing Review Report by Fund (APLT55)

Item 7n.

Beginning Date: 10/25/2023 Ending Date: 10/25/2023

Huerfano County

Vendor:	Description	Vendor Amount
SANGRE DE CRISTO LABORATORY	Testing	\$1,258.50
UNCC	Locates	\$12.90
Subtotal for Fund 070 GARDNER PUBLIC IMP DISTRICT :		\$2,385.13
Fund: 071 DISASTER RECOVERY FUND		
CUCHARAS SANITATION &	ARPA GRANT	\$25,000.00
Subtotal for Fund 071 DISASTER RECOVERY FUND :		\$25,000.00
Grand Total :		\$993,749.10



MEMORANDUM

MEETING TYPE: Board of County Commissioners

MEETING DATE: October 31, 2023

ITEM NAME: Audit Engagement Letter/Agreement

SUBMITTED BY: Carl Young

SUMMARY: The Audit Engagement Letter is the agreement under which the Audit is conducted. This is the letter for the 2022 Fiscal Year. An Engagement Letter for 2023 should be coming before this board later this year.

RECOMMENDATION: Motion to approve the 2022 Audit Engagement Letter

BACKGROUND:

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:



December 28, 2022

Board of County Commissioners
Huerfano County Government
401 Main Street, Suite 201
Walsenburg, Colorado 81089

We are pleased to confirm our understanding of the services we are to provide to the Huerfano County Government (the County). We will audit the financial statements of the governmental activities, each major fund, the aggregate remaining fund information, and the related notes to the financial statements, which collectively comprise the basic financial statements of the County as of and for the year ended December 31, 2022.

In addition, we will audit the entity's compliance over major federal award programs for the period ended December 31, 2022, if required. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that supplementary information (RSI), such as management's discussion and analysis (MD&A), budgetary comparison schedule for the General Fund, schedules of the County's proportionate share of the net pension liability and the County's contributions, if applicable, be presented to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussions and Analysis
- Budgetary Comparison Schedules
- Schedule of the County's proportionate share of the net pension liability, if applicable
- Schedule of the County's contributions, if applicable

Office Locations:

Colorado Springs, CO
Denver, CO
Tulsa, OK

Denver Office:

750 W. Hampden Avenue
Suite 400
Englewood,
Colorado 80110
TEL: 303.796.1000
FAX: 303.796.1001
www.HinkleCPAs.com

Supplementary information other than RSI will accompany the Huerfano County Government basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following information in relation to the financial statements as a whole:

- Schedule of expenditures of federal awards (if required)
- Combining and Individual Fund Financial Statements and Schedules
- Local highway finance report

Schedule of Expenditures of Federal Awards (if required)

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form (if required)

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.



Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and Government Auditing Standards of the Comptroller General of the United States of America and, if applicable, in accordance with any state or regulatory audit requirements. Please note that the determination of abuse is subjective, and Government Auditing Standards does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.



We will issue a written report upon completion of our audit of the County's basic financial statements. Our report will be addressed to the governing body of the County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

If a Single Audit is required, our audit of the County's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.



Management Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards, if required, (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
9. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form, if required, to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.



17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
20. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the County involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the County received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the County complies with applicable laws, regulations, contracts, agreements, and grants.

With regard to the schedule of expenditures of federal awards referred to above, if applicable, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.



Fees and Timing

Jim Hinkle is the engagement partner for the audit services specified in this letter. His responsibilities include supervising the auditing services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses (such as printing, postage, travel, etc.). Invoices will be rendered every two weeks and are payable upon presentation. We estimate that our fee for the audit will be \$9,000. If the County is required to perform a Single Audit, the additional fees will not exceed \$5,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the County's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Hinkle and Company, PC and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Hinkle and Company, PC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

With respect to any nonattest services we perform, the County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.



You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Board of County Commissioners, the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, Single Audit (if required) and compliance over major federal award programs including our respective responsibilities (if required).

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Hick & Company, PC

This letter correctly sets forth our understanding of the Huerfano County Government.

Authorized Signature

Date

Title





Report on the Firm's System of Quality Control

April 29, 2020

To the Members of
Hinkle & Company, PC
and the Peer Review Committee of the OSCPA

We have reviewed the system of quality control for the accounting and auditing practice of Hinkle & Company, PC (the firm) in effect for the year ended September 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

To the Members of
Hinkle & Company, PC
and the Peer Review Committee of the OSCPA
Page 2

Opinion

In our opinion the system of quality control for the accounting and auditing practice Hinkle & Company, PC in effect for the year ended September 30, 2019 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Hinkle & Company, PC has received a peer review rating of pass.



HBC CPAs & Advisors
Oklahoma City, Oklahoma

July 23, 2020

James Hinkle
Hinkle & Company PC
5028 E 101st ST Ste A
Tulsa, OK 74137-5821

Dear James Hinkle:

It is my pleasure to notify you that on July 22, 2020, the Oklahoma Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is March 31, 2023. This is the date by which all review documents should be completed and submitted to the administering entity. Since your due date falls between January and April, you can arrange to have your review a few months earlier to avoid having a review during tax season.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,
OSCPA Peer Review Committee

Peer Review Committee
peerreview@oscpa.com
1-800-522-8261 ext. 3805

cc: Lonnie Heim

Firm Number: 900010140928

Review Number: 573771



MEMORANDUM

MEETING TYPE: Board of County Commissioners Meeting

MEETING DATE: October 31, 2023

ITEM NAME: 2022 County Financial Audit

SUBMITTED BY: Carl Young

SUMMARY: Attached you will find the County’s 2022 Audit from Hinkle and Company

RECOMMENDATION: Motion to accept the 2022 Audit

BACKGROUND: The County’s Administration and Finance Team, DHS, and the Treasurer’s Office, all worked closely with the auditor, Hinkle and Company, and our consultants, DMC Auditing and Consulting, to complete this audit.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:

Huerfano County, Colorado

Financial Statements
with Independent Auditor's Report

December 31, 2022



Huerfano County, Colorado

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Huerfano County, Colorado

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Independent Auditor's Report

Board of County Commissioners
Huerfano County, Colorado
Walsenburg, Colorado

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Huerfano County, as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise Huerfano County's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Huerfano County, as of December 31, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The County's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Office Locations:

Colorado Springs, CO
Denver, CO
Frisco, CO
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In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Huerfano County's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Emphasis of Matter

As discussed in Note 10, in the notes to the financial statements, the beginning net position as of January 1, 2022 has been restated to reflect prior period adjustments regarding accrued payroll. Accordingly, adjustments have been made to the beginning balance of net position as of January 1, 2022. Our opinion is not modified with respect to this matter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.



Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the required supplementary information such as budgetary comparison information presented on pages 34 - 39, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The County has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Huerfano County's basic financial statements. The combining and individual nonmajor fund financial statements, the local highway finance report and the schedule of expenditures of federal awards, as required by *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the [identify accompanying supplementary information] is fairly stated, in all material respects, in relation to the basic financial statements as a whole.



Board of County Commissioners
Huerfano County, Colorado
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Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 18, 2023 on our consideration of Huerfano County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Huerfano County's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Huerfano County's internal control over financial reporting and compliance.

Hick & Company, PC

Englewood, Colorado
October 18, 2023



Basic Financial Statements

Huerfano County, Colorado
Statement of Net Position
December 31, 2022

	Governmental Activities	Business-Type Activities	Total
Assets			
Cash and cash equivalents	\$ 7,870,801	\$ 78,292	\$ 7,949,093
Accounts Receivable	-	-	-
Sales Taxes Receivable	558,987	-	558,987
Property Taxes Receivable	3,158,692	-	3,158,692
Due from Other Governments	153,048	-	153,048
Due from Other Funds	420,000	(420,000)	-
Inventories, net	34,588	-	34,588
Capital Assets, <i>not being depreciated</i>	698,517	2,100,000	2,798,517
Capital Asser, <i>net of accumulated depreciation</i>	21,450,323	1,386,112	22,836,435
 Total Assets	 <u>34,344,956</u>	 <u>3,144,404</u>	 <u>37,489,360</u>
Liabilities			
Accounts Payable	813,889	1,280	815,169
Accrued Salaries	252,274	-	252,274
Accrued Interest	673	-	673
Unearned Revenue	365,359	-	365,359
Long-term Debt			
Due within one year	441,115	55,371	496,486
Due in more than one year	8,837,100	1,604,074	10,441,174
 Total Liabilities	 <u>10,710,410</u>	 <u>1,660,725</u>	 <u>12,371,135</u>
Deferred Inflows of Resources			
Unavailable revenue - property taxes	2,658,496	-	2,658,496
 Total Deferred inflows of resources	 <u>2,658,496</u>	 <u>-</u>	 <u>2,658,496</u>
Net Position			
Net Investment in Capital Assets	12,870,625	-	12,870,625
Restricted for Emergencies (TABOR)	300,000	-	300,000
Unrestricted, unreserved	7,805,425	1,483,679	9,289,104
 Total Net Position	 <u>\$ 20,976,050</u>	 <u>\$ 1,483,679</u>	 <u>\$ 22,459,729</u>

Huerfano County, Colorado
Statement of Activities
For the Year Ended December 31, 2022

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Change in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total
Primary Government							
Governmental Activities							
General Government	\$ 4,136,740	\$ 1,220,202	\$ 1,687,067	\$ 1,005,761	\$ (223,710)	\$ -	\$ (223,710)
Public Safety	4,648,950	792,577	130,298	-	(3,726,075)	-	(3,726,075)
Public Works	3,085,543	177,960	1,893,917	-	(1,013,666)	-	(1,013,666)
Human Services	13,831,110	-	13,952,072	-	120,962	-	120,962
Health and Sanitation	313,548	96,601	-	-	(216,947)	-	(216,947)
Culture and Recreation	613,115	21,974	592,337	665,931	667,127	-	667,127
Interest on Long-term Debt	193,255	-	-	-	(193,255)	-	(193,255)
Total Governmental Activities	26,822,261	2,309,314	18,255,691	1,671,692	(4,585,564)	-	(4,585,564)
Business-Type Activities							
Correctional Facility	6,775	-	-	-	-	(6,775)	(6,775)
Gardner Water and Sewer Improvement District	146,605	80,176	-	5,181	-	(61,248)	(61,248)
Asset Management Enterprise	37,858	140,000	-	-	-	102,142	102,142
Total Business-Type Activities	191,238	220,176	-	5,181	-	34,119	34,119
Total Primary Government	\$ 27,013,499	\$ 2,529,490	\$ 18,255,691	\$ 1,676,873	(4,585,564)	34,119	(4,551,445)
General Revenues							
Taxes							
Property Tax					2,583,284	-	2,583,284
Sales and Use Tax					1,800,490	-	1,800,490
Specific ownership Tax					288,109	-	288,109
Other Taxes					1,647,757	-	1,647,757
Investment income					49,235	10	49,245
Misc.					361,294	144	361,438
Transfers							
Total General Revenues and Transfers					6,730,169	154	6,730,323
Change in Net Position					2,144,605	34,273	2,178,878
Net Position, Beginning of Year as previously stated					19,129,709	1,451,130	20,580,839
Restatement					(298,264)	(1,724)	(299,988)
Net position, Beginning of Year restated					18,831,445	1,449,406	20,280,851
Net Position, End of Year					\$ 20,976,050	\$ 1,483,679	\$ 22,459,729

See Notes to Financial Statements.

Huerfano County, Colorado

Balance Sheet

Governmental Funds

December 31, 2022

	General	Road & Bridge	Department of Human Services	Special Projects	Emergency Service	Disaster Recovery	Other Governmental Funds	Total
Assets								
Cash and cash equivalents	\$ 1,723,358	\$ 541,935	\$ 849,360	\$ 2,167,787	\$ 917,930	\$ 1,161,767	\$ 508,664	\$ 7,870,801
Taxes receivable	2,873,582	149,451	365,359	-	197,758	-	131,529	3,717,679
Due from Other Governments	-	-	153,048	-	-	-	-	153,048
Due from Other Funds	-	-	-	400,000	22,500	-	723,765	1,146,265
Inventories	-	34,588	-	-	-	-	-	34,588
Total Assets	<u>\$ 4,596,940</u>	<u>\$ 725,974</u>	<u>\$ 1,367,767</u>	<u>\$ 2,567,787</u>	<u>\$ 1,138,188</u>	<u>\$ 1,161,767</u>	<u>\$ 1,363,958</u>	<u>\$ 12,922,381</u>
Liabilities								
Accounts Payable	\$ 129,999	\$ 26,903	\$ 422,650	\$ 198,446	\$ 7,687	\$ 4,108	\$ 24,096	\$ 813,889
Accrued Salaries	129,367	38,845	62,809	-	15,958	-	5,295	252,274
Due to Other Funds	22,500	-	-	-	-	703,765	-	726,265
Deferred Revenue	-	-	365,359	-	-	-	-	365,359
Total Liabilities	<u>281,866</u>	<u>65,748</u>	<u>850,818</u>	<u>198,446</u>	<u>23,645</u>	<u>707,873</u>	<u>29,391</u>	<u>2,157,787</u>
Deferred Inflows of Resources								
Property Taxes	2,512,353	14,614	-	-	-	-	131,529	2,658,496
Fund Balance								
Restricted for TABOR	200,000	70,000	-	-	25,000	-	5,000	300,000
Committed	-	-	-	-	-	-	1,198,038	1,198,038
Unassigned	1,602,721	575,612	516,949	2,369,341	1,089,543	453,894	-	6,608,060
Total Fund Balance	<u>1,802,721</u>	<u>645,612</u>	<u>516,949</u>	<u>2,369,341</u>	<u>1,114,543</u>	<u>453,894</u>	<u>1,203,038</u>	<u>8,106,098</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balance	<u>\$ 4,596,940</u>	<u>\$ 725,974</u>	<u>\$ 1,367,767</u>	<u>\$ 2,567,787</u>	<u>\$ 1,138,188</u>	<u>\$ 1,161,767</u>	<u>\$ 1,363,958</u>	<u>\$ 12,922,381</u>

See Notes to Financial Statements.

Huerfano County, Colorado
 Reconciliation of Balance Sheet of the Governmental Funds
 to the Statement of Net Position
 December 31, 2022

Amounts Reported for Governmental Activities in the Statement of Net Position are Different Because

Total Fund Balance of Governmental Funds	\$ 8,106,098
Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in governmental funds.	22,148,840
Long-term liabilities and related items are not due and payable in the current year and, therefore, are not reported in governmental funds.	
Long-term Debt	(8,837,818)
Capital Leases Payable	(414,214)
Accrued Compensated Absences	(26,183)
Accrued Interest Payable	<u>(673)</u>
Total Net Position of Governmental Activities	<u>\$ 20,976,050</u>

Huerfano County, Colorado

Statement of Revenues, Expenditures and Changes in Fund Balance Governmental Funds For the Year Ended December 31, 2022

	General	Road & Bridge	Department of Human Services	Special Projects	Emergency Service	Disaster Recovery	Other Governmental Funds	Total Governmental Funds
Revenues								
Taxes								
Property Tax	\$ 2,442,610	\$ 12,563	\$ -	\$ -	\$ -	\$ -	\$ 128,111	\$ 2,583,284
Specific Ownership Tax	273,821	1,523	-	-	-	-	12,765	288,109
Sales and Other Tax	2,203,331	88	-	-	1,152,866	-	870	3,357,155
Licenses and Permits	259,791	28,394	-	-	-	-	91,092	379,277
Charges for Services	1,532,151	149,566	-	-	127,646	-	159,266	1,968,629
Intergovernmental	164,772	1,893,917	13,952,072	-	(5,936)	-	610,461	16,615,286
Grant Income	52,266	-	-	2,550,000	-	669,831	40,000	3,312,097
Investment Income	40,747	4	-	8,457	-	-	28	49,236
Miscellaneous	208,183	43,375	-	38,428	33,071	-	90,737	413,794
Total Revenues	<u>7,177,672</u>	<u>2,129,430</u>	<u>13,952,072</u>	<u>2,596,885</u>	<u>1,307,647</u>	<u>669,831</u>	<u>1,133,330</u>	<u>28,966,867</u>
Expenditures								
Current								
General Government	3,013,346	-	-	-	-	-	361,356	3,374,702
Public Safety	3,278,355	-	-	-	688,576	167,146	128	4,134,205
Public Works	453,130	2,396,547	-	-	-	-	-	2,849,677
Health Services	218,348	-	13,830,640	-	-	-	95,200	14,144,188
Culture and Recreation	-	-	-	-	-	-	492,302	492,302
Capital Outlay	222,028	-	-	2,098,285	50,810	-	58,262	2,429,385
Debt Service								
Principal	272,613	-	-	-	57,073	-	-	329,686
Interest and Fiscal Charges	329,600	-	-	-	8,674	-	-	338,274
Total Expenditures	<u>7,787,420</u>	<u>2,396,547</u>	<u>13,830,640</u>	<u>2,098,285</u>	<u>805,133</u>	<u>167,146</u>	<u>1,007,248</u>	<u>28,092,419</u>
Excess Revenues Over (Under) Expenditures	<u>(609,748)</u>	<u>(267,117)</u>	<u>121,432</u>	<u>498,600</u>	<u>502,514</u>	<u>502,685</u>	<u>126,082</u>	<u>874,448</u>
Other Financing Sources (Uses)								
Transfers In	-	400,000	-	200,000	-	-	215,000	815,000
Transfers Out	-	-	-	(15,000)	(200,000)	-	(600,000)	(815,000)
Other Financing Sources (Uses)	<u>-</u>	<u>400,000</u>	<u>-</u>	<u>185,000</u>	<u>(200,000)</u>	<u>-</u>	<u>(385,000)</u>	<u>-</u>
Net Change in Fund Balance	<u>(609,748)</u>	<u>132,883</u>	<u>121,432</u>	<u>683,600</u>	<u>302,514</u>	<u>502,685</u>	<u>(258,918)</u>	<u>874,448</u>
Fund Balance, Beginning of Year								
<i>As previously Stated</i>	2,545,758	551,070	509,973	1,680,149	833,018	(48,791)	1,462,811	7,533,988
Restatement	<u>(133,289)</u>	<u>(38,341)</u>	<u>(114,456)</u>	<u>5,592</u>	<u>(20,989)</u>	<u>-</u>	<u>(855)</u>	<u>(302,338)</u>
<i>As Restated</i>	<u>2,412,469</u>	<u>512,729</u>	<u>395,517</u>	<u>1,685,741</u>	<u>812,029</u>	<u>(48,791)</u>	<u>1,461,956</u>	<u>7,231,650</u>
Fund Balance, End of Year	<u>\$ 1,802,721</u>	<u>\$ 645,612</u>	<u>\$ 516,949</u>	<u>\$ 2,369,341</u>	<u>\$ 1,114,543</u>	<u>\$ 453,894</u>	<u>\$ 1,203,038</u>	<u>\$ 8,106,098</u>

See Notes to Financial Statements.

Huerfano County, Colorado
Reconciliation of the Statement of Revenues, Expenditures and Changes in
Fund Balance of Governmental Funds to the Statement of Activities
For the Year Ended December 31, 2022

Amounts Reported for Governmental Activities in the Statement of Activities are Different Because

Net Change in Fund Balance of Governmental Funds	\$	572,110
<p>Capital outlays to purchase or construct capital assets are reported in governmental funds as expenditures. However, for governmental activities those costs are capitalized in the statement of net position and are allocated over their estimated useful lives as annual depreciation expense in the statement of activities.</p>		
Capital Outlays		2,006,874
Depreciation Expense		(956,922)
<p>Proceeds from long-term debt are reported in governmental funds as sources of funds. However, for governmental activities those revenues are reported in the statement of net position as long-term debt.</p>		
		(804,975)
<p>Repayments of long-term liabilities are expenditures in governmental funds, but they reduce long-term liabilities in the statement of net position and do not affect the statement of activities.</p>		
Principal payments on Long-term Debt Capital Leases		977,555
Change in Accrued Compensated Absences		52,372
Change in Accrued Interest Payable		(673)
		1,846,341
Change in Net Position of Governmental Activities	\$	1,846,341

Huerfano County, Colorado
Statement of Net Position
Proprietary Fund
December 31, 2022

Assets	Asset Management Enterprise	Correctional Facility	Gardner Water and Sewer Improvement District	Total
<i>Current Assets</i>				
Cash and Investments	\$ 81,587	\$ 11,039	\$ (14,334)	\$ 78,292
Accounts Receivable	-	-	-	-
Total Current Assets	<u>81,587</u>	<u>11,039</u>	<u>(14,334)</u>	<u>78,292</u>
<i>Noncurrent Assets</i>				
Capital Assets, <i>not being depreciated</i>	2,100,000	-	-	2,100,000
Capital Assets, <i>Net of accumulated depreciation</i>	-	6,783	1,379,329	1,386,112
Total Noncurrent Assets	<u>2,100,000</u>	<u>6,783</u>	<u>1,379,329</u>	<u>3,486,112</u>
Total Assets	<u>2,181,587</u>	<u>17,822</u>	<u>1,364,995</u>	<u>3,564,404</u>
Liabilities				
<i>Current Liabilities</i>				
Accounts Payable	-	-	1,280	1,280
Due to Other Funds	420,000	-	-	420,000
Current Maturities of Long-term Debt	55,371	-	-	55,371
Total Current Liabilities	<u>475,371</u>	<u>-</u>	<u>1,280</u>	<u>476,651</u>
<i>Non-Current Liabilities</i>				
Notes Payable	1,604,074	-	-	1,604,074
Total Liabilities	<u>2,079,445</u>	<u>-</u>	<u>1,280</u>	<u>2,080,725</u>
Net Position				
Net Investment in Capital Assets	2,100,000	6,783	1,379,329	3,486,112
Unrestricted	(1,997,858)	11,039	(15,614)	(2,002,433)
Total Net Position	<u>\$ 102,142</u>	<u>\$ 17,822</u>	<u>\$ 1,363,715</u>	<u>\$ 1,483,679</u>

Huerfano County, Colorado
Statement of Revenues, Expenses and Changes in Net Position
Proprietary Fund
For the Year Ended December 31, 2022

	Asset Management Enterprise	Correctional Facility	Gardner Water and Sewer Improvement District	Total
Operating Revenues				
Charges for Services	\$ -	\$ -	\$ 80,176	\$ 80,176
Operating Grants and Contributions	-	-	5,181	5,181
Miscellaneous	-	-	144	144
Total Operating Revenues	-	-	85,501	85,501
Operating Expenses				
Monitoring, Security Services and Wages	-	-	20,323	20,323
Contractual Services	-	-	39,137	39,137
Utilities	-	-	11,200	11,200
Repairs and Maintenance	-	-	7,256	7,256
Other Supplies and Expenses	-	-	-	-
Professional Fees	-	-	-	-
Miscellaneous Expenses	-	-	28,954	28,954
Depreciation	-	6,775	39,735	46,510
Total Operating Expenses	-	6,775	146,605	153,380
Net Operating Income	-	(6,775)	(61,104)	(67,879)
Non-Operating Revenues (Expenses)				
Interest Income	-	10	-	10
Interest Expense	(37,858)	-	-	(37,858)
Transfers In	140,000	-	-	140,000
Change in Net Position	102,142	(6,765)	(61,104)	34,273
Net Position, Beginning of Year as previously stated	-	24,587	1,426,543	1,451,130
Restatement	-	-	(1,724)	(1,724)
Net Position, Beginning of Year as restated	-	24,587	1,424,819	1,449,406
Net Position, End of Year	\$ 102,142	\$ 17,822	\$ 1,363,715	\$ 1,483,679

Huerfano County, Colorado
Statement of Cash Flows
Proprietary Fund
For the Year Ended December 31, 2022

	Asset Management	Correctional Facility	Gardner Water and Sewer Improvement District	Total
Cash Flows From Operating Activities				
Cash Received from Customers	\$ -	\$ -	\$ 84,952	\$ 84,952
Cash Received from Others	-	-	5,325	5,325
Cash Paid to Suppliers	-	-	(86,030)	(86,030)
Cash Paid to Employees	-	-	(22,047)	(22,047)
Net Cash Provided by Operating Activities	-	-	(17,800)	(17,800)
Cash Flows From Investing Activities				
Interest received	-	10	-	10
Net Cash Used by Capital and Related Financing Activities	-	10	-	10
Cash Flows From Capital and Related Financing Activities				
Cash paid for capital assets	(2,100,000)	-	-	(2,100,000)
Principal payments on capital debt and leases	(20,555)	-	-	(20,555)
Interest paid on capital debt and leases	(37,858)	-	-	(37,858)
Non-cash proceeds from capital debt, net	2,100,000	-	-	2,100,000
Transfers received from other funds	140,000	-	-	140,000
	-	-	-	-
	81,587	-	-	81,587
Net Change in Cash and Cash Equivalents	81,587	10	(17,800)	63,797
Cash and Cash Equivalents, <i>Beginning of Year</i>	-	11,029	3,466	14,495
Cash and Cash Equivalents, <i>End of Year</i>	<u>\$ 81,587</u>	<u>\$ 11,039</u>	<u>\$ (14,334)</u>	<u>\$ 78,292</u>
Reconciliation of Net Operating Income to Net Cash Provided by Operating Activities:				
Net Operating Income	\$ -	\$ (6,775)	\$ (61,104)	\$ (67,879)
Adjustments to Reconcile Net Operating Income to Net Cash Provided by Operating Activities				
Depreciation Expense	-	6,775	39,735	46,510
Changes in Assets and Liabilities Related to Operations				
Accounts Payable	-	-	517	517
Accounts Receivable	-	-	4,776	4,776
Accrued Expenses	-	-	(1,724)	(1,724)
Net Cash Provided by Operating Activities	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (17,800)</u>	<u>\$ (17,800)</u>

See Notes to Financial Statements.

Huerfano County, Colorado
Statement of Fiduciary Net Position
Fiduciary Funds
December 31, 2022

	Agency Funds
Assets	
<i>Current Assets</i>	
Cash and Investments	\$ <u>357,935</u>
Total Assets	<u>357,935</u>
Liabilities	
<i>Current Liabilities</i>	
Due to Other Governments	<u>357,935</u>
Total Current Liabilities	<u>357,935</u>
Net Position	
Unrestricted	<u>-</u>
Total Net Position	<u>\$ -</u>

Huerfano County, Colorado

Notes to the Financial Statements

December 31, 2022

Note 1: Summary of Significant Accounting Policies

The financial statements of the Huerfano County, Colorado (the County) have been prepared in conformity with generally accepted accounting principles (GAAP) as applicable to governmental entities. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the County's accounting policies are described below.

Reporting Entity

The County is a political subdivision organized under the statutes of the State of Colorado. The County is governed by a three-member Board of County Commissioners (the Board). Each commissioner is elected at-large by the voters of the County to represent one of the three separate districts and must reside in the district for which he or she is elected. There are also six other elected officials - assessor, clerk and recorder, coroner, sheriff, surveyor and treasurer. The treasurer is also the County Public Trustee.

The County provides a wide range of services to its residents including general administration, public safety, highways and streets, health and human services, public improvements, planning, zoning, airport, predatory animal and weed control.

Component Units

The County's combined financial statements include the accounts of all County operations. The criteria for including organizations as component units within the County's reporting entity, as set forth in Section 2100 of GASB's *Codification of Governmental Accounting and Financial Reporting Standards*, include whether:

- The organization is legally separate (can sue and be sued in their own name).
- The County holds the corporate powers of the organization.
- The County appoints a voting majority of the organization's board.
- The County is able to impose its will on the organization.
- The organization has the potential to impose a financial benefit/burden on the County.
- There is fiscal dependency by the organization on the County.
- The organization is financially accountable to the County.
- The organization receives or holds funds that are for the benefit of the County; and the County has access to majority of the funds held; and the funds that are accessible are also significant to the County.

Based on the application of these criteria, there are no component units included in the County's reporting entity.

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2022

Note 1: Summary of Significant Accounting Policies (Continued)

Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all activities of the County and its component units. For the most part, the effect of interfund activity has been removed from these statements. Exceptions to this general rule are charges for interfund services that are reasonably equivalent to the services provided. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of the given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment.

Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when the liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collected within the current year or soon enough thereafter to pay liabilities of the current year. For this purpose, the County considers revenues to be available if they are collected within 60 days of the end of the current year.

Taxes, intergovernmental revenues, and interest associated with the current year are considered to be susceptible to accrual and so have been recognized as revenues of the current year. All other revenues are considered measurable and available only when cash is received by the County.

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2022

Note 1: Summary of Significant Accounting Policies (Continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation
(Continued)

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a fund's principal ongoing operations. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

In the fund financial statements, the County reports the following major governmental funds:

The *General Fund* - Is the County's primary operating fund. It accounts for all financial resources of the County, except those accounted for in another fund.

The *Road and Bridge Fund* - This fund accounts for maintenance of all county roads and bridges which includes salaries and benefits and other expenses related to maintenance. The main revenues are highway users trust fund receipts and property taxes. The fund also sells fuel to other departments and governmental agencies within the County.

The *Human Service Fund* - This fund accounts for public welfare costs paid to qualifying clients. The majority of federal funds expended are incurred through this fund. In addition to federal funds received this fund also receives state funds and property taxes.

The *Special Projects Fund* - This fund accounts for certain projects and specific funds received that are for the overall good of the County that are not classified as being from one particular fund.

The *Emergency Services Fund* - During 2009, the voters approved an additional 1% sales tax to be used for emergency/dispatch services for all residents of the County.

The *Disaster Recovery Fund* - This fund accounts for grants and other funds received to use for disaster recovery projects.

Proprietary fund financial statements are used to account for activities which are similar to those found in the private sector. The measurement focus is based upon determination of net income, financial position, and cash flows.

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2022

Note 1: Summary of Significant Accounting Policies (Continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation
(Continued)

Proprietary funds are accounted for using the accrual basis of accounting as follows:

- Revenues are recognized when earned, and expenses are recognized when the liabilities are incurred.
- Current-year contributions, administrative expenses, and premium payments, which are not received or paid until the subsequent years, are considered to be incurred.

Proprietary funds are accounted for using the economic resources measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (whether current or non-current) are included on the Statement of Net Position. The Statement of Revenues, Expenses and Changes in Net Position presents increases (revenue) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. Operating revenues in the proprietary funds are those revenues that are generated from the primary operations of the fund. All other revenues are reported as non-operating revenues. Operating expenses are those expenses that are essential to the primary operating of the fund. All other expenses are reported as non-operating expenses.

The County reports the following major proprietary funds:

Correctional Facility - This fund accounts for funds received from a contract with CCA for the housing of prisoners. Currently no revenues of a material amount are being received as the local prison was closed.

Gardner Water & Sewer Improvement District - During 2011 the voters of the County approved a ballot question authorizing the County to take over operations of the improvement district. The fund accounts for water and sewer services to the Gardner area.

The County reports the following non-major funds:

Conservation Trust Fund - This fund accounts for lottery proceeds required to be expended solely on park and recreation improvements.

P.I.L.T Fund - This fund accounts for payments in lieu of taxes received from the federal government due to the amount of federally owned land in the County. The funds can be spent for any legal purpose.

Retirement Fund - This fund receives the Colorado Retirement Association (CRA) contributions from the eligible employees of each fund and pays the employee's and employer's share for the benefit of each eligible employee's retirement.

Federal Forest Project Fund - This fund accounts for reimbursements received for search and rescue missions and for the cost of those missions.

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2022

Note 1: Summary of Significant Accounting Policies (Continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation
(Continued)

Lodging Tax Tourism Fund - During 2006 the voters approved a lodging tax that is levied against each hotel or motel room rented. The funds collected will be spent for economic development.

Waste Transfer Station Fund - This fund accounts for fees and related costs of operating a waste transfer station.

Fiduciary fund financial statements consist of the Agency Fund established to record transactions relating to assets held by the County as an agent for individuals, governmental entities, and non-profit organizations. Agency funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations.

Certain eliminations have been made as prescribed by GASB Statement No. 34 in regard to interfund activities, payables and receivables. All internal balances in the Statement of Net Position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column. In the Statement of Activities, internal service fund transactions have been eliminated; however, those transactions between governmental and business-type activities have not been eliminated.

The County applies all applicable GASB pronouncements to the business-type activities. Reconciliation of the Fund financial statements to the Government-Wide financial statements is provided in the financial statements to explain the differences created by the integrated approach of GASB Statement No. 34.

Assets, Liabilities and Net Position/Fund Balances

Cash Equivalents - For purposes of the statement of cash flows, cash equivalents are defined as investments with original maturities of three months or less. The County considers all pooled cash and investments to be cash equivalents.

Receivables - Receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible.

Inventory - Inventory is valued at the lower of cost (first-in, first-out) or market. Inventory in the Road and Bridge Fund consists of expendable supplies held for use. Reported inventories are equally offset by a fund balance reserve, which indicates that they do not constitute "available spendable resources", even though they are a component of net current assets. Inventory policy on government-wide statements is consistent with fund statements.

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2022

Note 1: Summary of Significant Accounting Policies (Continued)

Assets, Liabilities and Net Position/Fund Balances (Continued)

Interfund Receivables and Payables - During the course of operations, certain transactions occur between individual funds. The resulting receivables and payables are classified on the balance sheet as *interfund receivables* and *interfund payables*. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as *internal balances*.

Prepaid Expenses - Certain payments to vendors reflect costs applicable to future accounting periods and are reported as prepaid expenses using the consumption method.

Capital Assets - Capital assets, which include land, buildings, equipment, and all infrastructure owned by the County, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements and the proprietary funds in the fund financial statements. Capital assets are defined by the County as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at the acquisition value on the date of donation. The costs of normal maintenance and repairs that do not add to the value of the assets or materially extend asset lives are not capitalized.

Capital assets of the County are depreciated using the straight-line method over the following estimated useful lives.

Infrastructure	75 years
Buildings & Improvements	50 - 75 years
Furniture & Fixtures	7 - 10 years
Machinery, Equipment, & Vehicle	5 - 10 years

It is the County's policy to capitalize all infrastructure purchased after July 1, 1980.

Compensated Absences - Employees of the County are allowed to accumulate unused vacation and sick time depending on the length of employment. Upon termination of employment from the County, an employee will be compensated for all accrued vacation time at their current rate of pay. If an employee has unused sick time and ceases employment with the county, the sick time is cancelled and there is no provision for payment for unused sick leave.

Accumulated, unpaid vacation time is accrued when earned in the government-wide financial statements and the proprietary funds in the fund financial statements. A liability is recorded in the governmental fund financial statements only when payment is due.

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2022

Note 1: Summary of Significant Accounting Policies (Continued)

Assets, Liabilities and Net Position/Fund Balances (Continued)

Long-Term Debt - In the government-wide financial statements and the proprietary funds in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities. Debt premiums, discounts and accounting losses resulting from debt refunding's are deferred and amortized over the life of the debt using the straight-line method. In the governmental fund financial statements, the face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts are reported as other financing uses.

Debt issuance costs, whether or not withheld from the debt proceeds, are reported as current expenses or expenditures.

Deferred Inflows of Resources - In addition to liabilities, the statement of net position and the governmental fund balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position and/or fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The government has two types of items which arise both under the full accrual and modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the items, property taxes and unavailable grant revenue, are reported in both the governmental activities statement of net position and in the governmental funds balance sheet. The governmental funds report deferred inflows of resources from property taxes and unavailable grant revenue. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. Since property tax revenues are collected in arrears during the succeeding year, a receivable and corresponding deferred inflow of resources is recorded at December 31. As the tax is collected in the succeeding year, the deferred inflow of resources is recognized as revenue and the receivable is reduced.

Fund Equity - In the fund financial statements, governmental funds report non-spendable amounts that are (a) not in spendable form or (b) are legally or contractually required to be maintained intact. The "not in spendable form" criterion includes items that are not expected to be converted to cash such as inventories, prepaid items, long-term notes receivable and fund advances. Restrictions of fund balance represents amounts that are restricted for specific fund purposes stipulated by external resource providers constitutionally or through enabling legislation.

Committed fund balances include amounts that can only be used for the specific purposes determined by the passage of a resolution by the Board of County Commissioners. Commitments may be modified or changed only by the Board of County Commissioners approving a new resolution. Assigned fund balance includes amounts intended to be used by the County for specific purposes that are neither restricted nor committed. Intent is expressed by the County Administrator. Unassigned fund balance includes amounts that do not meet any of the above criteria. The County may report positive unassigned fund balances only in the general fund and negative unassigned fund balances may be reported in all funds.

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2022

Note 1: Summary of Significant Accounting Policies (Continued)

Assets, Liabilities and Net Position/Fund Balances (Continued)

Net Position - The County's net position is classified in the following components:

- *Net Investment in Capital Assets* - This component consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds, the portion of the debt attributable to the unspent proceeds is not included in the calculation of net investment in capital assets. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.
- *Restricted* - This component consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets. Restricted assets are assets which have restrictions placed on the use of the assets through external constraints imposed by creditors (such as through debt covenants), contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation. Generally, a liability relates to restricted assets if the asset results from a resource flow that also results in the recognition of a liability or if the liability will be liquidated with the restricted assets reported.
- *Unrestricted* - This component consists of the net amount of assets, deferred outflows of resources, liabilities and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted component of net position.

Property Taxes

Property taxes attach as an enforceable lien on property on January 1, are levied the following December, and collected in the subsequent year. Taxes are payable in full on April 30 or in two installments on February 28 and June 15. The County Treasurer's Office collects property taxes and remits to the County on a daily basis. Since property tax revenues are collected in arrears during the succeeding fiscal year, receivables and corresponding deferred inflows of resources are reported at year end.

Assets, Liabilities and Net Position/Fund Balances (Continued)

Leases

The County is a party as lessor and lessee for various noncancellable long-term leases of buildings, equipment, and land. The corresponding lease receivable or lease payable, are recorded in an amount equal to the present value of the expected future minimum lease payments received or received, respectively, discounted by an applicable interest rate

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2022

Note 1: Summary of Significant Accounting Policies (Continued)

Blended Component Unit

During 2022, the County created the Huerfano County Asset Management Corporation, a non-profit organization. This organization is accounted as a blended component unit as the board of directors and management of the corporation are the same as the County.

Unearned Revenue

Unearned revenues include amounts recorded in accounts receivable activities prior to the end of the fiscal year but related to the subsequent accounting period. Unearned revenues also include amounts received from grant and contract sponsors that have not yet been earned.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Subsequent Events

The County has evaluated subsequent events for recognition or disclosure through October 18, 2023, the date the financial statements were available for issuance.

Note 2: Cash and Investments

A summary of cash and investments at December 31, 2022, follows:

Petty Cash	\$ 6,111
Cash Deposits	2,604,054
Investments	5,696,863
Total	<u>\$ 8,307,028</u>

Cash and investments are reported in the financial statements as follows:

Cash and Investments	\$ 7,949,093
Agency Fund Cash	357,935
Total	<u>\$ 8,307,028</u>

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2022

Note 2: Cash and Investments (Continued)

Cash Deposits

The Colorado Public Deposit Protection Act (PDPA) requires all local government entities to deposit cash in eligible public depositories. Eligibility is determined by State regulations. Amounts on deposit in excess of federal insurance levels must be collateralized by eligible collateral as determined by the PDPA. The PDPA allows the financial institution to create a single collateral pool for all public funds held. The pool is to be maintained by another institution or held in trust for all uninsured public deposits as a group. The market value of the collateral must be at least equal to 102% of the uninsured deposits. At December 31, 2022, the County had bank deposits of \$2,066,396 collateralized with securities held by the financial institutions' agents but not in the County's name.

Investments

The County is required to comply with State statutes which specify investments meeting defined rating, maturity, and concentration risk criteria in which the County may invest, which include the following. Custodial risk is not addressed by State statutes.

- Obligations of the United States and certain U.S. Agency securities.
- Certain international agency securities.
- General obligation and revenue bonds of U.S. local government entities.
- Bankers' acceptances of certain banks.
- Commercial paper.
- Local government investment pools.
- Written repurchase agreements collateralized by certain authorized securities.
- Certain money market funds.
- Guaranteed investment contracts (GICs).

At December 31, 2022, the County had the following investments with the following maturities:

	S&P Rating	Carrying Amount	Less Than One Year	Less Than Five Years
Mutual Funds	N/A	\$ 688,483	\$ 688,483	\$ -
Local Government Pools	N/A	2,266,887	2,266,887	-
Money Market Funds	N/A	526,464	526,464	-
Government Bonds	AA+	304,533	-	304,533
Corporate Bonds	BB- to BBB-	432,378	-	432,378
Municipal Bonds	AA to A2	597,264	-	597,264
Certificate of Deposits	N/A	880,854	-	880,854
		<u>\$ 5,696,863</u>	<u>\$ 3,481,834</u>	<u>\$ 2,215,029</u>

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2022

Note 2: Cash and Investments (Continued)

Investments (Continued)

Fair Value Measurements - The County reports its investments using the fair value measurements established by generally accepted accounting principles. As such, a fair value hierarchy categorizes the inputs used to measure the fair value of the investments into three levels. Level 1 inputs are quoted prices in active markets for identical investments; Level 2 inputs include quoted prices in active markets for similar investments, or other observable inputs; and Level 3 inputs are unobservable inputs. At December 31, 2022, the County's investments as shown above were measured utilizing quoted prices in active markets for similar investments (Level 2 inputs).

Interest Rate Risk - State statutes generally limit the maturity of investment securities to five years from the date of purchase unless the governing board authorizes the investment for a period in excess of five years.

Credit Risk - State statutes limit certain investments to those with specified ratings from nationally recognized statistical rating organizations, depending on the type of investment.

Local Government Investment Pools - At December 31, 2022, the County had \$831,111 and \$1,435,776 invested in the Colorado Local Government Liquid Asset Trust (Colotrust) and the Colorado Surplus Asset Fund Trust (CSAFE), respectively. The pools are investment vehicles established for local government entities in Colorado to pool surplus funds. The Colorado Division of Securities administers and enforces the requirements of creating and operating the pools. The pools operate in conformity with the Securities and Exchange Commission's Rule 2a-7. The pools are measured at the net asset value per share, with each share valued at \$1. The pools are rated AAAM by Standard and Poor's. Investments of the pools are limited to those allowed by State statutes. A designated custodial bank provides safekeeping and depository services in connection with the direct investment and withdrawal functions. The custodian's internal records identify the investments owned by the participating governments.

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2022

Note 3: Capital Assets

Capital asset activity for the year ended December 31, 2022, is summarized below:

	Balance 2021	Additions	Transfer	Deletions	Balance 2022
Governmental Activities					
<i>Capital Assets, Not Being Depreciated</i>					
Land	\$ 579,334	\$ 60,000	\$ -	\$ -	\$ 639,334
Construction in Progress	-	59,183	-	-	59,183
Total Capital Assets, Not Being Depreciated	579,334	119,183	-	-	698,517
<i>Capital Assets, Being Depreciated</i>					
Infrastructure	1,098,994	-	-	-	1,098,994
Buildings	28,407,559	771,563	-	-	29,179,122
Machinery & Equipment	9,406,310	649,243	-	-	10,055,553
Right to Use Leases	-	466,885	-	-	466,885
Total Capital Assets, Being Depreciated	38,912,863	1,887,691	-	-	40,800,554
<i>Less Accumulated Depreciation</i>					
Infrastructure	(87,918)	(14,653)	-	-	(102,571)
Buildings	(10,083,963)	(590,444)	-	-	(10,674,407)
Machinery & Equipment	(8,221,428)	(296,773)	-	-	(8,518,201)
Right to Use Leases	-	(55,052)	-	-	(55,052)
Total Accumulated Depreciation	(18,393,309)	(956,922)	-	-	(19,350,231)
Total Capital Assets, Being Depreciated, Net	20,519,554	930,769	-	-	21,450,323
Governmental Activities, Capital Assets, Net	\$ 21,098,888	\$ 1,049,952	\$ -	\$ -	\$ 22,148,840
Business-type Activities					
<i>Capital Assets, Not Being Depreciated</i>					
Land - Thorne Ranch	\$ -	\$ 2,100,000	\$ -	\$ -	\$ 2,100,000
Construction in Progress	-	-	-	-	-
Total Capital Assets, Not Being Depreciated	-	2,100,000	-	-	2,100,000
<i>Capital Assets, Being Depreciated</i>					
Distribution Assets	1,538,137	-	-	-	1,538,137
Equipment and Vehicles	622,853	-	-	-	622,853
Total Capital Assets, Being Depreciated	2,160,990	-	-	-	2,160,990
<i>Less Accumulated Depreciation</i>					
Distribution Assets	(467,874)	(39,735)	-	-	(507,609)
Equipment and Vehicles	(260,494)	(6,775)	-	-	(267,269)
Total Accumulated Depreciation	(728,368)	(46,510)	-	-	(774,878)
Total Capital Assets, Being Depreciated, Net	1,432,622	(46,510)	-	-	1,386,112
Business-type Activities, Capital Assets, Net	\$ 1,432,622	\$ 2,053,490	\$ -	\$ -	\$ 3,486,112

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2022

Note 3: Capital Assets (Continued)

Depreciation expense for the governmental activities was charged to programs of the County as follows:

Governmental Activities	
General Government	\$ 285,301
Public Safety	530,627
Public Works	138,030
Culture and Recreation	2,964
Human Services	-
	<u>956,922</u>
	<u>\$ 956,922</u>

Depreciation expense for the business-type activities was charged to programs of the County as follows:

Business-Type Activities	
Correctional Facility	\$ 6,775
Gardner Water & Sewer Improvement District	<u>39,735</u>
	<u>\$ 46,510</u>

Note 4: Long-Term Debt

Governmental Activities

Following is a summary of long-term debt transactions of the governmental activities for the year ended December 31, 2022:

Governmental Activities	Balance 12/31/21	Additions	Payments	Balance 12/31/22	Due Within One Year
COP - Judicial Center	\$ 8,240,000	\$ -	\$ (250,000)	\$ 7,990,000	\$ 265,000
Premium on COPs	992,838	-	(145,020)	847,818	78,074
Equipment	34,649	303,962	(338,611)	-	-
CAT 140 Motor Grader	157,125	34,128	(191,253)	-	-
Leases Payable (GASB 87)	-	466,885	(52,671)	414,214	71,858
Compensated Absences	<u>78,555</u>	<u>8,113</u>	<u>(60,485)</u>	<u>26,183</u>	<u>26,183</u>
Total Governmental Activities	<u>\$ 9,503,167</u>	<u>\$ 813,088</u>	<u>\$ (1,038,040)</u>	<u>\$ 9,278,215</u>	<u>\$ 441,115</u>

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2022

Note 4: Long-Term Debt (Continued)

Governmental Activities (Continued)

Following is a summary of long-term debt transactions of the Business-Type activities for the year ended December 31, 2022

<u>Business-Type Activities</u>	<u>Balance 12/31/21</u>	<u>Additions</u>	<u>Reductions</u>	<u>Balance 12/31/22</u>	<u>Due Within One Year</u>
Note Payable	\$ -	\$ 1,680,000	\$ (20,555)	\$ 1,659,445	\$ 55,371
Total Business-type Activities	<u>\$ -</u>	<u>\$ 1,680,000</u>	<u>\$ (20,555)</u>	<u>\$ 1,659,445</u>	<u>\$ 55,371</u>

Certificates of Participation

During 2019, the County issued Certificates of Participation (COPs) for a new Judicial Center, the Judicial Center Facilities Project. The COPs will end at one of three occurrences; the County does not appropriate enough money to make the annual payments, the lease is paid in full before the maturity of the lease, or all the lease payments are made as required. Upon making all lease payments as required the property will belong to the County.

The lease requires semi-annual interest payments due on June 1 and December 1 of each year beginning December 1, 2020. The interest on the lease is 4.0% annually. The bonds are callable in 2029.

At the 2018 election, County electors approved an increase in the County's sales tax rate by 1%, with such sales tax effective January 1, 2020, with a fractional sunset of such tax on December 31, 2039, to a permanent rate of 0.25%. The County is allowed to collect and spend or reserve all revenues received from the tax for the purpose of providing continued operations of such facilities.

Annual debt service for the Certificates of Participation are as follows:

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 265,000	\$ 319,600	\$ 584,600
2024	280,000	309,000	589,000
2025	300,000	297,000	597,000
2026	315,000	285,800	600,800
2027	330,000	273,200	603,200
2028 - 2032	1,990,000	1,149,400	3,139,400
2033 - 2037	2,585,000	705,800	3,290,800
2038 - 2039	1,925,000	130,000	2,055,000
	<u>\$ 7,990,000</u>	<u>\$ 3,469,800</u>	<u>\$ 11,459,800</u>

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2022

Note 4: Long-Term Debt (Continued)

Lease Liabilities

During 2019 the County entered into a lease purchase agreement for certain equipment. The agreement calls for five annual payments of \$41,167 which comprise of both principal and interest. Interest on the lease is at a rate of 6.45%. The first payment was made April 2019. The County paid off the lease balance as of December 31, 2022.

During 2020, the County entered into a lease purchase agreement for a CAT 140 motor grader. The terms of the agreement call for monthly payments of \$5,076 for 60 months including interest at 3.65%. At the end of the lease the county has the option to purchase the motor grader for \$1. The county exercised this option as it paid off the lease balance as of December 31, 2022.

During September 2021, the Huerfano County Sheriff's Office entered into an agreement with Motorola Solutions, Inc. for the purchase on new radio equipment. The terms of the lease were for 5 years, with a nominal interest rate of 2.870% with principal and interest payments in the amount of 65,747 were to commence on 10.1.2022. The equipment was not delivered and not become operational until summer of 2023. Title and interest of equipment therefore became effective in 2023. The first principal and interest payment were made on 10.26.2022. Subsequently, the lease was paid in full on December 5, 2022.

The County, as a lessee, has entered into lease agreements involving equipment and sand and gravel quarries. The annual principal and interest installments total approximately \$60,000 to \$80,000. Interest rates range from 1.00% to 2.06%.

The annual debt service for the leases are as follows:

	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>
2023	\$ 79,332	\$ 7,474	\$ 71,858
2024	77,062	6,098	70,964
2025	77,060	4,704	72,356
2026	76,831	3,288	73,543
2027	59,539	1,946	57,593
Thereafter	<u>69,869</u>	<u>2,101</u>	<u>67,768</u>
Total	<u>\$ 439,693</u>	<u>\$ 25,611</u>	<u>\$ 414,082</u>

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2022

Note 4: Long-Term Debt (Continued)

Note Payable

During June of 2022, Huerfano County, through its blended component unit the Huerfano County Asset Management Corporation, acquired land known as the Thorne Ranch for \$2,100,000. The funds used to acquire the property were obtained with a loan \$420,000 from the Special Projects Fund and a \$1,680,000 bank loan.

The note payable bank loan matures on August 1, 2042. The agreement calls for annual payments of \$129,548 which comprise of both principal and interest, beginning on August 1, 2023.

The annual debt service for the note payable is as follows:

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 55,371	\$ 74,177	\$ 129,548
2024	57,846	71,702	129,548
2025	60,431	69,116	129,547
2026	63,133	66,415	129,548
2027	65,955	63,593	129,548
2028-2032	376,722	271,017	647,739
2033-2037	468,791	178,949	647,740
2038-2042	<u>511,196</u>	<u>64,379</u>	<u>575,575</u>
	<u>\$ 1,659,445</u>	<u>\$ 859,348</u>	<u>\$ 2,518,793</u>

Note 5: Retirement Plans

Defined Contribution Plan

The County provides pension benefits for all eligible full-time employees through an agent multi-employer public retirement system, the Colorado County Officials and Employees Retirement Association (CCOERA), a defined contribution plan.

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2022

Note 5: Retirement Plans (Continued)

Defined Contribution Plan (Continued)

In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. Full-time employees are eligible to participate after completing 1 year of service. The County has established that employees contribute 4% and the County contributes a matching 4% of the employee's wages each bi-weekly pay period. The County's contributions for each employee (and interest allocated to the employee's account) are fully vested after five years of continuous plan participation. The participants in this plan are offered various investment options through the plan and are allowed to invest all monies in their account, at their own discretion, among the options.

County contributions for, and interest forfeited by, employees who leave employment before five years of participation are used to reduce the County's current contribution requirements.

The County's total payroll in 2022 was approximately \$6,390,117, of which qualifying compensation was \$4,717,211. Both the County and the covered employees made the required contributions, amounting to approximately \$188,688 from each the County and from employees. The County had forfeitures of \$10,000 that were used to pay part of their contributions. Plan provisions and contribution requirements are established and may be amended by the Board of County Commissioners. That report may be obtained by writing to Colorado Retirement Association, formerly CCOERA, 751 South Park Drive, Littleton, CO 80120 or by calling 1-800-352-0313.

Note 6: Colorado Contraband Forfeiture Act

The County has reviewed financial activities in the Sheriff's Department for compliance with the above referenced act. There were no sales of contraband during the year ended December 31, 2022.

Note 7: TABOR Amendment Reserve

In November 1992, Colorado voters amended Article X of the Colorado Constitution by adding section 20; commonly known as the Taxpayer's Bill of Rights (TABOR). TABOR contains revenue, spending, tax, and debt limitations that apply to the State of Colorado and local governments. TABOR requires, with certain exceptions, advance voter approval for any new tax, tax rate policy change directly causing a net tax revenue gain to any local government.

The initial base for local government spending and revenue limits is 1992 fiscal year spending. Future spending and revenue limits are determined based on the prior year's fiscal spending adjusted for inflation in the prior calendar year plus annual local growth. Fiscal year spending is generally defined as expenditures and reserve increases with certain exceptions. Revenue, if any, in excess of fiscal year spending limits must be refunded in the next fiscal year unless voters approve retention of such revenue.

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2022

Note 7: TABOR Amendment Reserve (Continued)

Except for refinancing bonded debt at a lower interest rate or adding new employees to existing pension plans, TABOR requires advance voter approval for the creation of any multiple-fiscal year debt or other obligation unless adequate present cash reserves are pledged irrevocably and held for payments in all future fiscal years.

TABOR also required local governments to establish emergency reserves to be used for declared emergencies only. Emergencies, as defined by TABOR, exclude economic conditions, revenue shortfalls, or salary or fringe benefit increases. These reserves are required to be 3% or more of fiscal year spending for fiscal years ending after December 31, 1995. Fiscal year spending excludes enterprise spending. The County has reserved a portion of the December 31, 2022 year-end balances in the General Fund for this purpose in the aggregate amount of \$300,000, which is the approximate required emergency reserve.

Note 8: Risk Management

Colorado Counties Casualty and Property Pool (CAPP)

The County is exposed to various risks of loss related to property and casualty losses. The County joined together with other counties in the State of Colorado to form the Colorado Counties Casualty and Property Pool (CAPP), a public entity risk pool currently operating as a common risk management and insurance program for member counties. The County pays an annual contribution to CAPP for its property and casualty insurance coverage. The inter-governmental agreement of formation of CAPP provides that the pool will be financially self-sustaining through member contributions and additional assessments, if necessary, and the Pool will purchase excess insurance through commercial companies for members' claims in excess of a specified self-insured retention that is determined each policy year. There have been no significant reductions in insurance coverage. Settled claims from these risks have not exceeded insurance coverage for the current year or the three prior years.

Colorado Workers' Compensation Pool (CWCP)

The County is exposed to various risks of loss related to injuries of employees while on the job. The County has joined together with other counties in the State of Colorado to form the Colorado Workers' Compensation Pool (CWCP), a public entity risk pool currently operating as a common risk management and insurance program for member counties. The County pays an annual contribution to CWCP for its workers' compensation insurance coverage. The intergovernmental agreement of formation of CWCP provides that the pool will be financially self-sustaining through member contributions and additional assessments, if necessary, and the Pool will purchase excess insurance through commercial companies for members' claims in excess of a specified self-insured retention that is determined each policy year. There have been no significant reductions in insurance coverage. Settled claims from these risks have not exceeded insurance coverage for the current year or the three prior years.

Huerfano County, Colorado
Notes to the Financial Statements
December 31, 2022

Note 9: Commitments and Contingencies

Grant Programs

The County participates in a number of federal and state grant programs. These programs are subject to program compliance audits by the grantors or their representatives. The number of expenditures, if any, which may be disallowed by the granting agencies cannot be determined at this time, although the County expects any such amounts to be immaterial.

Litigation

The County is a party to various legal actions normally associated with governmental activities, the aggregate effect of which, in managements and legal counsel's opinion, would not be material to its financial statements.

Insurance Pools

The County is a member of the Colorado Counties Casualty and Property Pool (CAPP) and the Colorado Workers' Compensation Pool (CWCP). CAPP and CWCP have a legal obligation for claims against its members to the extent that funds are available in their annually established loss funds and amounts are available from insurance providers under excess specific and aggregate insurance contracts. Losses incurred in excess of loss funds are direct liabilities of the participating members. CAPP and CWCP have indicated that the amount of any excess losses would be billed to members in proportion to their contributions in the year such excess occurs. The ultimate liability to the County resulting from claims not covered by CAPP and CWCP is not presently determinable.

Note 10: Restatement

The 2021 financial statements have been restated. Fund balances were restated to correct accrued payroll expenses not recorded in FY2021. This restatement affected the beginning net position of the governmental activities in the government-wide statements.

Required Supplementary Information

Huerfano County, Colorado
 Budgetary Comparison Schedule
 General Fund
 For the Year Ended December 31, 2022

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues				
Taxes				
Property Tax	\$ 2,488,889	\$ 2,488,889	\$ 2,442,610	\$ (46,279)
Specific Ownership Tax	234,052	234,052	273,821	39,769
Sales and Other Tax	1,936,960	1,936,960	2,203,331	266,371
Licenses and Permits	166,220	166,220	259,791	93,571
Charges for Services	1,532,590	1,532,590	1,532,151	(439)
Intergovernmental	38,130	38,130	164,772	126,642
Grant Income	65,286	65,286	52,266	(13,020)
Investment Income	31,750	31,750	40,747	8,997
Miscellaneous	57,543	57,543	208,183	150,640
Total Revenues	<u>6,551,420</u>	<u>6,551,420</u>	<u>7,177,672</u>	<u>626,252</u>
Expenditures				
Current:				
General Government	2,690,777	2,690,777	3,013,346	(322,569)
Public Safety	2,593,901	2,593,901	3,278,355	(684,454)
Public Works	373,247	373,247	453,130	(79,883)
Health Services	155,607	155,607	218,348	(62,741)
Capital Outlay	10,000	10,000	222,028	(212,028)
Debt Service				
Principal	235,000	235,000	272,613	(37,613)
Interest and Fiscal Charges	339,000	339,000	329,600	(9,400)
Total Expenditures	<u>6,397,532</u>	<u>6,397,532</u>	<u>7,787,420</u>	<u>(1,408,688)</u>
Excess Revenues Over (Under) Expenditures	153,888	153,888	(609,748)	(763,636)
Other Financing Sources (Uses)				
Transfers In	-	150,000	-	(150,000)
Net Change in Fund Balance	153,888	303,888	(609,748)	(913,636)
Fund Balance, Beginning of Year	<u>2,412,469</u>	<u>2,412,469</u>	<u>2,412,469</u>	<u>-</u>
Fund Balance, End of Year	<u>\$ 2,566,357</u>	<u>\$ 2,716,357</u>	<u>\$ 1,802,721</u>	<u>\$ (913,636)</u>

Huerfano County, Colorado
 Budgetary Comparison Schedule
 Road and Bridge Fund
 For the Year Ended December 31, 2022

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues				
Taxes				
Property Tax	\$ 14,395	\$ 14,395	\$ 12,563	\$ (1,832)
Specific Ownership Tax	1,470	1,470	1,523	53
Sales and Other Tax	129	129	88	(41)
Licenses and Permits	28,750	28,750	28,394	(356)
Charges for Services	75,000	75,000	149,566	74,566
Intergovernmental	1,820,000	1,820,000	1,893,917	73,917
Grant Income	18,337	18,337	-	(18,337)
Investment Income	-	-	4	4
Miscellaneous	59,194	59,194	43,375	(15,819)
Total Revenues	<u>2,017,275</u>	<u>2,017,275</u>	<u>2,129,430</u>	<u>112,155</u>
Expenditures				
Current:				
Public Works	<u>2,410,100</u>	<u>2,410,100</u>	<u>2,396,547</u>	<u>13,553</u>
Total Expenditures	2,410,100	2,410,100	2,396,547	13,553
Excess Revenues Over (Under) Expenditures	(392,825)	(392,825)	(267,117)	125,708
Other Financing Sources (Uses)				
Transfers In	<u>500,000</u>	<u>500,000</u>	<u>400,000</u>	<u>(100,000)</u>
Net Change in Fund Balance	107,175	107,175	132,883	25,708
Fund Balance, Beginning of Year	<u>228,638</u>	<u>228,638</u>	<u>512,729</u>	<u>284,091</u>
Fund Balance, End of Year	<u>\$ 335,813</u>	<u>\$ 335,813</u>	<u>\$ 645,612</u>	<u>\$ 309,799</u>

Huerfano County, Colorado
 Budgetary Comparison Schedule
 Department of Human Services Fund
 For the Year Ended December 31, 2022

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues				
Taxes				
Property Tax	\$ 359,710	\$ 359,710	\$ -	\$ (359,710)
County Revenues/tax	37,000	37,000	-	(37,000)
Intergovernmental	1,858,724	1,858,724	13,952,072	12,093,348
Total Revenues	<u>2,255,434</u>	<u>2,255,434</u>	<u>13,952,072</u>	<u>11,696,638</u>
Expenditures				
Current:				
Health Services	2,385,634	2,385,634	13,830,640	(11,445,006)
Total Expenditures	<u>2,385,634</u>	<u>2,385,634</u>	<u>13,830,640</u>	<u>(11,445,006)</u>
Net Change in Fund Balance	(130,200)	(130,200)	121,432	251,632
Fund Balance, Beginning of Year	<u>409,492</u>	<u>409,492</u>	<u>395,517</u>	<u>(13,975)</u>
Fund Balance, End of Year	<u><u>\$ 279,292</u></u>	<u><u>\$ 279,292</u></u>	<u><u>\$ 516,949</u></u>	<u><u>\$ 237,657</u></u>

Huerfano County, Colorado
 Budgetary Comparison Schedule
 Special Projects/Capital Expenditure Fund
 For the Year Ended December 31, 2022

	Original and Final Budget	Actual	Variance Positive (Negative)
Revenues			
Intergovernmental	\$ 1,507,920	\$ 2,550,000	\$ 1,042,080
Investment Income	-	8,457	8,457
Other	-	38,428	38,428
	<u>1,507,920</u>	<u>2,596,885</u>	<u>1,088,965</u>
Total Revenues			
Expenditures			
Capital Outlay	3,947,400	2,098,285	1,849,115
	<u>3,947,400</u>	<u>2,098,285</u>	<u>1,849,115</u>
Total Expenditures			
Excess Revenues Over (Under) Expenditures	(2,439,480)	498,600	2,938,080
Other Financing Source (Uses)			
Transfers In	-	200,000	200,000
Transfers Out	-	(15,000)	(15,000)
	<u>-</u>	<u>(15,000)</u>	<u>(15,000)</u>
Net Change in Fund Balance	(2,439,480)	683,600	3,123,080
Fund Balance, Beginning of Year	2,675,456	1,685,741	(989,715)
	<u>2,675,456</u>	<u>1,685,741</u>	<u>(989,715)</u>
Fund Balance, End of Year	<u>\$ 235,976</u>	<u>\$ 2,369,341</u>	<u>\$ 2,133,365</u>

Huerfano County, Colorado
 Budgetary Comparison Schedule
 Emergency Services Fund
 For the Year Ended December 31, 2022

	Original and Final Budget	Actual	Variance Positive (Negative)
Revenues			
Taxes			
Sales and Other Tax	\$ 820,000	\$ 1,152,866	\$ 332,866
Charges for Services	-	127,646	127,646
Intergovernmental	-	(5,936)	(5,936)
Grant Income	50,652	-	(50,652)
Investment Income	-	-	-
Miscellaneous	-	33,071	33,071
	<u>870,652</u>	<u>1,307,647</u>	<u>436,995</u>
Total Revenues			
Expenditures			
Current:			
Public Safety	1,418,848	688,576	730,272
Capital Outlay	160,000	116,557	43,443
	<u>1,578,848</u>	<u>805,133</u>	<u>773,715</u>
Total Expenditures			
Excess Revenues Over (Under) Expenditures	(708,196)	502,514	1,210,710
Other Financing Sources (Uses)			
Transfers Out	(350,000)	(200,000)	(150,000)
Net Change in Fund Balance	(1,058,196)	302,514	1,060,710
Fund Balance, Beginning of Year	911,894	812,029	(99,865)
Fund Balance, End of Year	<u>\$ (146,302)</u>	<u>\$ 1,114,543</u>	<u>\$ 960,845</u>

Huerfano County, Colorado
 Budgetary Comparison Schedule
 Disaster Recovery Fund
 For the Year Ended December 31, 2022

	Original and Final Budget	Actual	Variance Positive (Negative)
Revenues			
Grant Income	\$ 669,831	\$ 669,831	\$ -
Investment Income	-	(1)	(1)
Miscellaneous	-	-	-
Total Revenues	<u>669,831</u>	<u>669,830</u>	<u>(1)</u>
Expenditures			
Current:			
Public Safety	1,339,661	167,145	1,172,516
Total Expenditures	<u>1,339,661</u>	<u>167,145</u>	<u>1,172,516</u>
Other Financing Source (Uses)			
Transfers Out	-	-	-
Net Change in Fund Balance	(669,830)	502,685	1,172,515
Fund Balance, Beginning of Year	<u>764,831</u>	<u>(48,791)</u>	<u>(813,622)</u>
Fund Balance, End of Year	<u>\$ 95,001</u>	<u>\$ 453,894</u>	<u>\$ 358,893</u>

Huerfano County, Colorado
Notes to Required Supplementary Information
December 31, 2022

Note 1: Stewardship, Compliance, and Accountability

Budgets

Formal budgetary integration in all funds is employed as a management control device during the year. Budgets are adopted for all governmental fund types on a basis consistent with generally accepted accounting principles (GAAP) as applicable to governmental units. The County follows these procedures in establishing the budgetary data reflected in the financial statements:

- Prior to October 15, the County Budget Officer submits to the Board of County Commissioners a proposed operating budget for the fiscal year commencing the following January 1. The budget is prepared by fund and department, and includes actual data from the prior year, current year and budget year estimated revenues and expenditures.
- Public hearings are conducted to obtain taxpayer comments.
- Prior to December 16, the budget is legally enacted, and the required mill levy is adopted through the passage of a resolution. This resolution authorizes an appropriation at each fund level and lapses at year end. The fund then becomes the level of control upon which expenditures cannot legally exceed appropriations.
- All appropriations lapse at the end of the year.
- Budgeted amounts in this report are as originally adopted or as amended by the Board of Commissioners during the year through supplemental appropriation.

Supplementary Information

Huerfano County, Colorado
 Combining Balance Sheet
 Nonmajor Governmental Funds
 December 31, 2022

	Parks and Recreation	P.I.L.T.	Conservation Trust Fund	Waster Transfer Station	Retirement	Federal Forest Project	Lodging Tax & Tourism	Total Non-major Fund
Assets								
Cash and Investments	\$ 43,204	\$ 64,302	\$ 46,403	\$ 60,816	\$ 110,438	\$ 72,258	\$ 111,243	\$ 508,664
Taxes receivable	-	-	-	-	131,529	-	-	131,529
Due from Other Funds	-	723,765	-	-	-	-	-	723,765
Total Assets	<u>\$ 43,204</u>	<u>\$ 788,067</u>	<u>\$ 46,403</u>	<u>\$ 60,816</u>	<u>\$ 241,967</u>	<u>\$ 72,258</u>	<u>\$ 111,243</u>	<u>\$ 1,363,958</u>
Liabilities								
Accounts Payable	29	-	-	4,960	(8,148)	-	27,255	24,096
Accrued Salaries	4,027	-	-	1,268	-	-	-	5,295
Total Liabilities	<u>4,056</u>	<u>-</u>	<u>-</u>	<u>6,228</u>	<u>(8,148)</u>	<u>-</u>	<u>27,255</u>	<u>29,391</u>
Deferred Inflows of Resources								
Property Taxes	-	-	-	-	131,529	-	-	131,529
Fund Balance								
Restricted for Emergency	-	-	-	-	5,000	-	-	5,000
Committed	39,148	788,067	46,403	54,588	113,586	72,258	83,988	1,198,038
Total Fund Balance	<u>39,148</u>	<u>788,067</u>	<u>46,403</u>	<u>54,588</u>	<u>118,586</u>	<u>72,258</u>	<u>83,988</u>	<u>1,203,038</u>
Total Liabilities and Fund Balance	<u>\$ 43,204</u>	<u>\$ 788,067</u>	<u>\$ 46,403</u>	<u>\$ 60,816</u>	<u>\$ 241,967</u>	<u>\$ 72,258</u>	<u>\$ 111,243</u>	<u>\$ 1,363,958</u>

See Accompanying Independent Auditor's Report.

Huerfano County, Colorado

Combining Statement of Revenues, Expenditures and Changes in Fund Balance Nonmajor Governmental Funds For the Year Ended December 31, 2022

	Parks and Recreation	P.I.L.T.	Conservation Trust Fund	Waste Transfer Station	Retirement	Federal Forest Project	Lodging Tax & Tourism	Total Non-major Fund
Revenues								
Taxes								
Property Tax	\$ -	\$ -	\$ -	\$ -	\$ 128,111	\$ -	\$ -	\$ 128,111
Specific Ownership Tax	-	-	-	-	12,765	-	-	12,765
Sales and Other Tax	-	-	-	-	870	-	-	870
Licenses and Permits	-	-	-	-	-	-	91,092	91,092
Charges for Services	21,775	-	-	96,601	40,890	-	-	159,266
Intergovernmental	-	573,882	18,455	-	-	18,124	-	610,461
Grant Income	-	-	-	-	-	-	40,000	40,000
Investment Income	-	1	27	1	-	-	(1)	28
Miscellaneous	-	73,471	-	16,765	-	501	-	90,737
Total Revenues	21,775	647,354	18,482	113,367	182,636	18,625	131,091	1,133,330
Expenditures								
Current:								
General Government	-	51,383	-	9,567	182,557	-	117,849	361,356
Public Safety	-	-	-	-	-	128	-	128
Health Services	-	-	-	95,200	-	-	-	95,200
Culture and Recreation	182,627	299,675	10,000	-	-	-	-	492,302
Capital Outlay	-	57,914	-	348	-	-	-	58,262
Total Expenditures	182,627	408,972	10,000	105,115	182,557	128	117,849	1,007,248
Excess Revenues Over (Under) Expenditures	(160,852)	238,382	8,482	8,252	79	18,497	13,242	126,082
Other Financing Sources (Uses)								
Transfers In	200,000	-	15,000	-	-	-	-	215,000
Transfers Out	-	(600,000)	-	-	-	-	-	(600,000)
Net Change in Fund Balance	39,148	(361,618)	23,482	8,252	79	18,497	13,242	(258,918)
Fund Balance, Beginning of Year								
<i>As previously stated</i>	-	1,149,685	22,921	46,336	118,507	53,761	70,746	1,461,956
Restatement	-	-	-	-	-	-	-	-
<i>As Restated</i>	-	1,149,685	22,921	46,336	118,507	53,761	70,746	1,461,956
Fund Balance, End of Year	\$ 39,148	\$ 788,067	\$ 46,403	\$ 54,588	\$ 118,586	\$ 72,258	\$ 83,988	\$ 1,203,038

See Accompanying Independent Auditor's Report.

Huerfano County, Colorado
 Budgetary Comparison Schedule
 Correctional Facility Fund
 For the Year Ended December 31, 2022

	Original and Final Budget	Actual	Variance Positive (Negative)
Revenues			
Investment Income	\$ 13	\$ 10	\$ (3)
Total Revenues	<u>13</u>	<u>10</u>	<u>(3)</u>
Expenditures			
Professional Fees	25	-	25
Depreciation	<u>11,008</u>	<u>6,775</u>	<u>4,233</u>
Total Expenditures	<u>11,033</u>	<u>6,775</u>	<u>4,258</u>
Net Change in Fund Balance	(11,020)	(6,765)	4,255
Fund Balance, Beginning of Year	<u>11,020</u>	<u>24,587</u>	<u>13,567</u>
Fund Balance, End of Year	<u>\$ -</u>	<u>\$ 17,822</u>	<u>\$ 17,822</u>

Huerfano County, Colorado
 Budgetary Comparison Schedule
 Gardner Water and Sewer Improvement District
 For the Year Ended December 31, 2022

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues				
Charges for Services	\$ 88,500	\$ 88,500	\$ 80,176	\$ (8,324)
Operating Grants and Contributions	-	-	5,181	5,181
Miscellaneous	170	170	144	(26)
	<u>88,670</u>	<u>88,670</u>	<u>85,501</u>	<u>(3,169)</u>
Expenses				
Monitoring, Security Services and Wages	11,401	11,401	20,323	(8,922)
Contractual Services	9,100	9,100	39,137	(30,037)
Utilities	14,600	14,600	11,200	3,400
Repairs and Maintenance	5,000	5,000	7,256	(2,256)
Other Supplies and Expenses	3,513	3,513	-	3,513
Professional Fees	6,123	6,123	-	6,123
Miscellaneous Expenses	65,219	65,219	28,954	36,265
Capital Outlay	-	-	-	-
Depreciation	-	-	39,735	(39,735)
	<u>114,956</u>	<u>114,956</u>	<u>146,605</u>	<u>(31,649)</u>
Net Change in Fund Balance	(26,286)	(26,286)	(61,104)	(34,818)
Fund Balance, Beginning of Year	<u>37,245</u>	<u>37,245</u>	<u>1,424,819</u>	<u>1,387,574</u>
Fund Balance, End of Year	<u>\$ 10,959</u>	<u>\$ 10,959</u>	<u>\$ 1,363,715</u>	<u>\$ 1,352,756</u>

Huerfano County, Colorado
 Budgetary Comparison Schedule
 P.I.L.T Fund
 For the Year Ended December 31, 2022

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues				
Intergovernmental	\$ 550,000	\$ 550,000	\$ 573,882	\$ 23,882
Investment Income	-	-	1	1
Miscellaneous	-	-	73,471	73,471
Total Revenue	<u>550,000</u>	<u>550,000</u>	<u>647,354</u>	<u>97,354</u>
Expenses				
Current:				
General Government	895,000	895,000	51,383	843,617
Culture and Recreation	5,850	5,850	159,675	(153,825)
Capital Outlay	<u>200,000</u>	<u>200,000</u>	<u>57,914</u>	<u>142,086</u>
Total Expenses	<u>1,100,850</u>	<u>1,100,850</u>	<u>268,972</u>	<u>831,878</u>
Excess Revenues Over (Under) Expenditures	(550,850)	(550,850)	378,382	929,232
Other Financing Source (Uses)				
Transfers Out	<u>(250,000)</u>	<u>(250,000)</u>	<u>(740,000)</u>	<u>(490,000)</u>
Net Change in Fund Balance	(800,850)	(800,850)	(361,618)	439,232
Fund Balance, Beginning of Year	<u>1,046,836</u>	<u>1,046,836</u>	<u>1,149,685</u>	<u>102,849</u>
Fund Balance, End of Year	<u>\$ 245,986</u>	<u>\$ 245,986</u>	<u>\$ 788,067</u>	<u>\$ 542,081</u>

Huerfano County, Colorado
 Budgetary Comparison Schedule
 Conservation Trust Fund
 For the Year Ended December 31, 2022

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues				
Intergovernmental	\$ 14,000	\$ 14,000	\$ 18,455	\$ 4,455
Investment Income	32	32	27	(5)
Total Revenue	<u>14,032</u>	<u>14,032</u>	<u>18,482</u>	<u>4,450</u>
Expenses				
Current:				
Culture and Recreation	<u>14,000</u>	<u>14,000</u>	<u>10,000</u>	<u>(4,000)</u>
Total Expenses	<u>14,000</u>	<u>14,000</u>	<u>10,000</u>	<u>(4,000)</u>
Excess Revenues Over (Under) Expenditures	14,000	14,000	8,482	(5,518)
Other Financing Source (Uses)				
Transfers In	<u>-</u>	<u>-</u>	<u>15,000</u>	<u>15,000</u>
Net Change in Fund Balance	32	32	23,482	23,450
Fund Balance, Beginning of Year	<u>6,241</u>	<u>6,241</u>	<u>22,921</u>	<u>16,680</u>
Fund Balance, End of Year	<u>\$ 6,273</u>	<u>\$ 6,273</u>	<u>\$ 46,403</u>	<u>\$ 40,130</u>

Huerfano County, Colorado
 Budgetary Comparison Schedule
 Water Transfer Station
 For the Year Ended December 31, 2022

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues				
Licenses and Permits	\$ 65,000	\$ 65,000	\$ 96,601	\$ 31,601
Investment Income	-	-	1	1
Transfer in	50,000	50,000	-	-
Miscellaneous	5	5	16,765	16,760
	<u>115,005</u>	<u>115,005</u>	<u>113,367</u>	<u>48,362</u>
Expenses				
Current:				
General Government	13,640	13,640	9,915	(3,725)
Health Services	108,261	108,261	95,200	(13,061)
	<u>121,901</u>	<u>121,901</u>	<u>105,115</u>	<u>(16,786)</u>
Excess Revenues Over Net Change in Fund Balance	(6,896)	(6,896)	8,252	65,148
Fund Balance, Beginning of Year	<u>38,329</u>	<u>38,329</u>	<u>46,336</u>	<u>8,007</u>
Fund Balance, End of Year	<u>\$ 31,433</u>	<u>\$ 31,433</u>	<u>\$ 54,588</u>	<u>\$ 73,155</u>

Huerfano County, Colorado
 Budgetary Comparison Schedule
 Retirement Fund
 For the Year Ended December 31, 2022

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues				
Taxes				
Property Tax	\$ 129,890	\$ 129,890	\$ 128,111	\$ (1,779)
Specific Ownership Tax	13,150	13,150	12,765	(385)
Sales and Other Tax	-	-	870	870
Charges for Services	35,650	35,650	40,890	5,240
Investment Income	-	-	-	-
Miscellaneous	250	250	-	(250)
	<u>178,940</u>	<u>178,940</u>	<u>182,636</u>	<u>3,696</u>
Expenses				
Current:				
General Government	<u>204,744</u>	<u>204,744</u>	<u>182,557</u>	<u>22,187</u>
	<u>204,744</u>	<u>204,744</u>	<u>182,557</u>	<u>22,187</u>
Net Change in Fund Balance	(25,804)	(25,804)	79	25,883
Fund Balance, Beginning of Year	<u>108,496</u>	<u>108,496</u>	<u>118,507</u>	<u>10,011</u>
Fund Balance, End of Year	<u>\$ 82,692</u>	<u>\$ 82,692</u>	<u>\$ 118,586</u>	<u>\$ 35,894</u>

Huerfano County, Colorado
 Budgetary Comparison Schedule
 Federal Forest Project Fund
 For the Year Ended December 31, 2022

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues				
Intergovernmental	\$ 15,000	\$ 15,000	\$ 18,124	\$ 3,124
Other Income	-	-	501	501
	<u>15,000</u>	<u>15,000</u>	<u>18,625</u>	<u>3,625</u>
Total Revenue				
Expenses				
Current:				
Public Safety	39,331	39,331	128	39,203
	<u>39,331</u>	<u>39,331</u>	<u>128</u>	<u>39,203</u>
Total Expenses				
Net Change in Fund Balance	(24,331)	(24,331)	18,497	42,828
Fund Balance, Beginning of Year	<u>24,331</u>	<u>24,331</u>	<u>53,761</u>	<u>29,430</u>
Fund Balance, End of Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 72,258</u>	<u>\$ 72,258</u>

Huerfano County, Colorado
 Budgetary Comparison Schedule
 Lodging Tax and Tourism Fund
 For the Year Ended December 31, 2022

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues				
Lodging Tax	\$ 62,500	\$ 62,500	\$ 91,092	\$ 28,592
Grant Income	55,000	55,000	40,000	(15,000)
Investment Income	-	-	(1)	(1)
Total Revenue	<u>117,500</u>	<u>117,500</u>	<u>131,091</u>	<u>13,591</u>
Expenses				
Current:				
General Government	<u>131,147</u>	<u>131,147</u>	<u>117,849</u>	<u>13,298</u>
Total Expenses	<u>131,147</u>	<u>131,147</u>	<u>117,849</u>	<u>13,298</u>
Net Change in Fund Balance	(13,647)	(13,647)	13,242	26,889
Fund Balance, Beginning of Year	<u>31,356</u>	<u>31,356</u>	<u>70,746</u>	<u>39,390</u>
Fund Balance, End of Year	<u>\$ 17,709</u>	<u>\$ 17,709</u>	<u>\$ 83,988</u>	<u>\$ 66,279</u>

Compliance Section



**Independent Auditor's Report on Internal Control Over
Financial Reporting and On Compliance and Other Matters
Based on An Audit of Financial Statements Performed
In Accordance with *Government Auditing Standards***

Board of County Commissioners
Huerfano County, Colorado
Walsenburg, Colorado

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, each discretely presented component unit, each major fund, and the aggregate remaining fund information of Huerfano County, Colorado (the County) as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the basic financial statements of the County, and have issued our report thereon dated October 18, 2023.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the County's financial statements will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Office Locations:

Colorado Springs, CO
Denver, CO
Frisco, CO
Tulsa, OK

Denver Office:

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Colorado 80110
TEL: 303.796.1000
FAX: 303.796.1001
www.HinkleCPAs.com

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of The County's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Huerfano County, Colorado's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Hick & Company, PC

Englewood, Colorado
October 18, 2023





Independent Auditor's Report on Compliance for Each Major Federal Program, Internal Control Over Compliance, and the Schedule of Expenditures of Federal Awards Required by The Uniform Guidance

Board of County Commissioners
Huerfano County, Colorado
Walsenburg, Colorado

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Huerfano County, Colorado (the County) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the County's major federal programs for the year ended December 31, 2022. The County's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the County's compliance with the compliance requirements referred to above.

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Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the County's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the County's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the County's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the County's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the County's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis.



Report on Internal Control Over Compliance (Continued)

A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, each discretely presented component unit, each major fund, and the aggregate remaining fund information of the County as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the basic financial statements of the County. We issued our report thereon dated October 18, 2023, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements and certain additional procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.



Board of County Commissioners
Huerfano County, Colorado
Page 4

In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Hick & Company, PC

Englewood, Colorado
October 18, 2023



Huerfano County, Colorado
 Schedule of Expenditures of Federal Awards
 For the Year Ended December 31, 2022

Federal Grantor/Pass - Through Grantor Program Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Total Federal Expenditures
U.S. DEPARTMENT OF AGRICULTURE			
Passed Through Colorado Department of Human Services			
<i>SNAP Cluster</i>			
Supplemental Nutrition Assistance Program (SNAP)	10.551	N/A	\$ 280
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	N/A	140,713
Total U.S. Department of Agriculture			<u>140,993</u>
U.S. DEPARTMENT OF COMMERCE			
Direct			
<i>Economic Development Cluster</i>			
Economic Adjustment Assistance	11.307	N/A	<u>171,145</u>
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			
Direct			
Community Development Block Grant	14.228	N/A	<u>126,679</u>
U.S. DEPARTMENT OF TRANSPORTATION			
Direct			
Airport Improvement Program	20.106	N/A	350,754
Passed Through Colorado Department of Transportation			
<i>Highway Planning and Construction Cluster</i>			
Highway Planning and Construction	20.205		<u>110,331</u>
Total U.S. Department of Transportation			<u>461,085</u>
U.S. DEPARTMENT OF TREASURY			
Direct			
Coronavirus State and Local Fiscal Recovery Funds	21.027	N/A	167,145
Local Assistance and Tribal Consistency Fund	21.032	N/A	505,852
Passed Through Colorado Department of Human Services			
Coronavirus Relief Fund	21.019		(164)
Coronavirus State and Local Fiscal Recovery Funds	21.027		14,674
Total U.S. Department of Treasury			<u>687,506</u>
U.S. DEPARTMENT OF HUMAN SERVICES			
Passed Through Colorado Department of Human Services			
<i>Child Care Disaster Relief Cluster</i>			
Child Care and Development Block Grant	93.575	N/A	48,482
Child Care Mandatory and Matching Funds of the Child Care and Development Fund	93.596	N/A	43,183
<i>Subtotal Child Care Disaster Relief Cluster</i>			
Guardianship Assistance	93.090	N/A	1,318
Affordable Care Act (ACA) Personal Responsibility Education Program	93.092	N/A	127,639
Temporary Assistance for Needy Families (TANF)	93.558	N/A	429,907
Child Support Enforcement	93.563	N/A	138,510
Stephanie Tubbs Jones Child Welfare Services Program	93.645	N/A	9,400
Foster Care Title IV-E	93.658	N/A	241,374
Adoption Assistance	93.659	N/A	64,256
Social Services Block Grant	93.667	N/A	29,442
Elder Abuse Prevention Interventions Program	93.747	N/A	5,334
<i>Medicaid Cluster</i>			
Medical Assistance Program	93.778	N/A	160,553
Total U.S. Department of Human Services			<u>1,299,398</u>
U.S. DEPARTMENT OF HOMELAND SECURITY			
Colorado Division of Homeland and Emergency Management			
Emergency Management Performance Grants	97.042	22EM-23-25	<u>51,488</u>
TOTAL SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS			<u>\$ 2,938,294</u>

Huerfano County, Colorado
Notes to Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2022

Note 1: Basis of Presentation

The accompanying schedule of expenditures of federal awards is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, using the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Therefore, some amounts presented in this schedule may differ from amounts presented in the financial statements.

Note 2: Summary of Significant Accounting Policies

Expenditures reported on the Schedule are generally reported on the accrual basis of accounting. Such expenditures are recognized following, as applicable, either the Cost Principles in Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Governments or the cost principles contained in the Uniform Guidance. As such, certain types of expenditures are not allowable or are limited as to reimbursement.

Note 3: Subrecipients

The County did not pass through any federal funds to sub-recipients during the year ended December 31, 2022.

Note 4: De minimis Cost Rate

The County has elected not to use the 10 percent *de minimis* indirect cost rate as allowed under the Uniform Guidance.

Huerfano County, Colorado
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2022

Section I: Summary of Auditor's Results

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with accounting principles generally accepted in the United States of America (GAAP):

- Unmodified Qualified Adverse Disclaimed

The independent auditor's report on internal control over financial reporting described:

- Material weaknesses identified? Yes No
Significant deficiencies? Yes None reported
Noncompliance considered material to the financial statements noted? Yes No

Federal Awards

The independent auditor's report on internal control over compliance for major federal awards programs disclosed:

- Material weaknesses? Yes No
Significant deficiencies? Yes None reported

Type of auditor's report issued on compliance for major federal programs:

- Unmodified Qualified Adverse Disclaimed

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? Yes No

Identification of major federal program:

Table with 2 columns: Cluster/Program, CFDA Number. Rows include Community Development Block Grant, Local Assistance and Tribal Consistency Fund, Airport Improvement Program, Highway Planning and Construction Cluster, and Coronavirus State & Local Fiscal Recovery Fund.

Dollar threshold used to distinguish Between Type A and Type B programs: \$750,000.

Auditee qualified as a low-risk auditee as that term is defined in Uniform Guidance? Yes No

Huerfano County, Colorado
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2022

Section II: Financial Statement Findings

No current year findings or questioned costs were reported.

Section III: Federal Award Findings and Questioned Costs

No current year findings or questioned costs were reported.

Huerfano County, Colorado
Schedule of Prior Year Findings
For the Year Ended December 31, 2022

I. Financial Statement Prior Audit Findings

None.

II. Findings Required to be Reported by the Uniform Guidance

Finding 2021-001:

The County does not have the internal accounting controls to timely and accurately produce annual financial reporting.

Criteria: Current accounting standards require an organization to have the policies and procedures in place to be able to generate timely and accurate financial statements.

Condition: The County was not able to generate the underlying financial information necessary to produce accurate financial reporting on a timely basis. The County needed substantial assistance and direction throughout the financial reporting process.

Cause: The County does not have sufficient financial reporting policies and procedures in place to prepare financial statements in a timely manner.

Effect: The County does not have the ability to produce timely and accurate financial statements.

Questioned Costs: None reported.

Repeat Finding: No

Recommendation: We recommend the County establish financial reporting policies and procedures and take appropriate measures to ensure timely submission of the reporting package and data collection form within the required deadlines.

Follow up Status: Based upon current-year testing, we determined the County implemented the above procedures. This finding is considered resolved.

State Compliance

The public report burden for this information collection is estimated to average 380 hours annually.

OMB No. 2125-0032

LOCAL HIGHWAY FINANCE REPORT	STATE: COLORADO
	YEAR ENDING (mm/yy): 12/22

This Information From The Records Of: HUERFANO COUNTY, COLORADO	Prepared By: CARL YOUNG
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I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE

ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for nonhighway purposes				
4. Minus amount used for mass transit				
5. Remainder used for highway purposes				

II. RECEIPTS FOR ROAD AND STREET PURPOSES

III. EXPENDITURES FOR ROAD AND STREET PURPOSES

ITEM	AMOUNT	ITEM	AMOUNT
A. Receipts from local sources:		A. Local highway expenditures:	
1. Local highway-user taxes		1. Capital outlay (from page 2)	\$ 147,175.32
a. Motor Fuel (from Item I.A.5.)		2. Maintenance:	\$ 1,950,453.04
b. Motor Vehicle (from Item I.B.5.)		3. Road and street services:	
c. Total (a.+b.)		a. Traffic control operations	
2. General fund appropriations	\$ -	b. Snow and ice removal	\$ 22,408.72
3. Other local imposts (from page 2)	\$ 15,854.48	c. Other	\$ 390,021.50
4. Miscellaneous local receipts (from page 2)	\$ 652,715.40	d. Total (a. through c.)	\$ 412,430.22
5. Transfers from toll facilities		4. General administration & miscellaneous	\$ -
6. Proceeds of sale of bonds and notes:		5. Highway law enforcement and safety	\$ -
a. Bonds - Original Issues	\$ -	6. Total (1 through 5)	\$ 2,510,058.58
b. Bonds - Refunding Issues	\$ -	B. Debt service on local obligations:	
c. Notes	\$ -	1. Bonds:	
d. Total (a. + b. + c.)	\$ -	a. Interest	\$ -
7. Total (1 through 6)	\$ 668,569.88	b. Redemption	\$ -
B. Private Contributions		c. Total (a. + b.)	\$ -
C. Receipts from State government (from page 2)	\$ 1,953,247.78	2. Notes:	
D. Receipts from Federal Government (from page 2)	\$ -	a. Interest	\$ 10,001.57
E. Total receipts (A.7 + B + C + D)	\$ 2,621,817.66	b. Redemption	\$ 87,000.68
		c. Total (a. + b.)	\$ 97,002.25
		3. Total (1.c + 2.c)	\$ 97,002.25
		C. Payments to State for highways	
		D. Payments to toll facilities	
		E. Total expenditures (A.6 + B.3 + C + D)	\$ 2,607,060.83

IV. LOCAL HIGHWAY DEBT STATUS

(Show all entries at par)

	Opening Debt	Amount Issued	Redemptions	Closing Debt
A. Bonds (Total)				\$ -
1. Bonds (Refunding Portion)				\$ -
B. Notes (Total)				\$ -

V. LOCAL ROAD AND STREET FUND BALANCE (RECEIPTS AND DISBURSEMENTS ONLY)

	A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance	E. Reconciliation
	\$ 488,779.00	\$ 2,621,817.66	\$ 2,607,060.83	\$ 503,535.83	\$ -

Notes and Comments:

LOCAL HIGHWAY FINANCE REPORT

STATE:
COLORADO
 YEAR ENDING (mm/yy):
 12/22

II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL

ITEM	AMOUNT	ITEM	AMOUNT
A.3. Other local imposts:		A.4. Miscellaneous local receipts:	
a. Property Taxes and Assesments	\$ 14,331.30	a. Interest on investments	
b. Other local imposts:		b. Traffic Fines & Penalties	\$ 7,400.00
1. Sales Taxes	\$ -	c. Parking Garage Fees	
2. Infrastructure & Impact Fees		d. Parking Meter Fees	
3. Liens		e. Sale of Surplus Property	
4. Licenses		f. Charges for Services	\$ 51,329.00
5. Specific Ownership &/or Other	\$ 1,523.18	g. Other Misc. Receipts	\$ 43,375.00
6. Total (1. through 5.)	\$ 1,523.18	h. Other	\$ 550,611.40
c. Total (a. + b.)	\$ 15,854.48	i. Total (a. through h.)	\$ 652,715.40
<i>(Carry forward to page 1)</i>		<i>(Carry forward to page 1)</i>	

ITEM	AMOUNT	ITEM	AMOUNT
C. Receipts from State Government		D. Receipts from Federal Government	
1. Highway-user taxes (from Item I.C.5.)	\$ 1,893,917.22	1. FHWA (from Item I.D.5.)	
2. State general funds		2. Other Federal agencies:	
3. Other State funds:		a. Forest Service	
a. State bond proceeds		b. FEMA	
b. Project Match	\$ 10,000.00	c. HUD	
c. Motor Vehicle Registrations	\$ 20,993.56	d. Federal Transit Administration	
d. DOLA Grant	\$ -	e. U.S. Corps of Engineers	
e. Other	\$ 28,337.00	f. Other Federal	
f. Total (a. through e.)	\$ 59,330.56	g. Total (a. through f.)	\$ -
4. Total (1. + 2. + 3.f)	\$ 1,953,247.78	3. Total (1. + 2.g)	\$ -
<i>(Carry forward to page 1)</i>		<i>(Carry forward to page 1)</i>	

III. EXPENDITURES FOR ROAD AND STREET PURPOSES - DETAIL

	ON NATIONAL HIGHWAY SYSTEM (a)	OFF NATIONAL HIGHWAY SYSTEM (b)	TOTAL (c)
A.1. Capital outlay:			
a. Right-Of-Way Costs			\$ -
b. Engineering Costs			\$ -
c. Construction:			
(1). New Facilities			\$ -
(2). Capacity Improvements			\$ -
(3). System Preservation		\$ 147,175.32	\$ 147,175.32
(4). System Enhancement And Operation			\$ -
(5). Total Construction (1)+(2)+(3)+(4)	\$ -	\$ 147,175.32	\$ 147,175.32
d. Total Capital Outlay (Lines 1.a. + 1.b. + 1.c.4)	\$ -	\$ 147,175.32	\$ 147,175.32
<i>(Carry forward to page 1)</i>			

Notes and Comments:



CDHS County Computer Refresh Program

Background

The CDHS County Computer Refresh Program supports county personnel and management with computers and accessories for efficient and effective service delivery. Currently, CDHS and OIT complete three HP Lease County Computer Refresh programs. These refresh programs occur on a three-year cycle. These refresh programs include

- Trails/CYF (Children, Youth, and Families) – This program provides leased computing assets for county Child Welfare workers. These devices are provided by HP and funded through Trails.
- CBMS Original (CO Benefits Management System) – This program provides leased computing assets for county eligibility staff. These devices are provided by HP and funded through CBMS.
- CBMS Supplemental (CO Benefits Management System) – This program is an extension of the CBMS Original

Creating a Better Process for Counties and the State

Last year, CDHS and OIT worked together to identify, plan, and implement changes to the CDHS County Computer Refresh Program to increase efficiency, transparency, accountability, and asset management resources. Through this process, CDHS identified a need to create a budget to ensure computer costs do not negatively impact other budget lines; document the process and expectations clearly to ensure transparency and accountability; and provide the needed tools for easier asset management. We are in the final stretch of completing the CYF refresh, which started placing orders in December 2022 and are now moving to the CBMS Supplemental refresh to start placing orders in December 2023.

Budgeting

- With a set budget, counties have flexibility on what equipment they order and what Service Level Option they choose. This new set budget, and new process for counties covering any spending beyond their allocations, will ensure we don't unintentionally take away from the CBMS operating budget.
- The Finance SubPAC approved the allocation methodology to ensure each county has enough funds to cover the amount of devices they ordered in the previous refresh.
- We know the allocations may not be enough to cover all eligibility workers, but we do hope this helps offset costs. You are more than welcome to purchase more devices with county money.

Intergovernmental Agreement (IGA)

- To ensure the process and responsibilities of each party are documented, each county participating in the refresh signed an IGA last year.
- The current signed IGA references the computer refresh processes in general. To start the CBMS supplement refresh counties will just need to sign an amendment that references the specific dollar amount for the CBMS Supplemental. Those will need to be signed before counties can submit their orders.

Timeline

October

- County HP Refresh Office Hours (see below for details)

November 17th

- Deadline for receiving signed IGA Amendment or opt-out notification

Early December

- Send counties ordering information

On October 16, the state released the IGA Amendment for signature. The IGA Amendment was sent out via email in a PDF and will need to be signed by a county representative who is authorized to execute the agreement. Since DocuSign is not always convenient for counties, we are asking for counties to sign their PDF IGA Amendment however is convenient and email it back to Mal Smith, mallory.smith@state.co.us, for signature at CDHS.

Counties will have **four weeks** to review, sign, and return the IGA. Additionally, a signed IGA amendment will be **required** to participate in the CBMS Supplemental refresh starting in December 2023.

We will continue working with County HP Liaisons and County Absolute Administrators to coordinate the Supplemental Refresh Program. To prepare these county staff for success, CDHS and OIT will host office hours during October.

- **County HP IGA Office Hours #1: Wednesday, October 25· 12:00 - 1:00 pm**
 - meet.google.com/pmb-hnnb-doe
 - **Or dial:** +1 401-702-0411 PIN: 997 111 081#
- **County HP IGA Office Hours #2: Friday, October 27· 10:00 - 11:00 am**
 - meet.google.com/nck-jkqx-oyy
 - **Or dial:** +1 323-942-0442 PIN: 275 551 445#
- **County HP IGA Office Hours #1: Monday, October 30· 10:00 - 11:00 am**
 - meet.google.com/vdz-gtif-rmb
 - **Or dial:** +1 563-316-2497 PIN: 997 805 310#

During this review period, counties will be offered the opportunity to opt-out of the program. Participation in the County HP Program is not mandatory and if the county determines that it would be in their best interest not to participate, counties can opt out of the program. To opt-out, counties need to notify the state of their intentions and not sign the IGA amendment.

After the signature period closes, CDHS will send out the ordering instructions, ordering materials, month-by-month order schedules, and other supplementary information in early December.

For option 2 counties, the ordering process will remain the same and Rhonda Lykins (rlykins@istonish.com) will work with you to place your orders.

Finally, ordering for the 2023-24 CBMS Supplemental program will start in December. You can expect an email in the next few weeks with ordering timelines.

Attachments and Resources

1. [Original IGA](#)
 - a. This version is for reference only and is the original IGA that was signed for the CYF refresh.
2. [IGA Amendment](#)
 - a. This version is for reference only. Please refer to the county-specific SOW that was emailed to you directly.
3. [Allocation: Computer Refresh for CBMS Supplemental](#)

4. Recorded Absolute training sessions:
 - a. [August 9, 2022 Recording](#)
 - b. [August 11, 2022 Recording](#)

5. Recorded County HP training sessions:
 - a. [September 19, 2022](#)
 - b. [September 21, 2022](#)

6. User guides:
 - a. [Absolute Service Portal Guide](#)
 - b. [County HP Program Guide](#)
 - c. [HP Customer Service Portal Guide](#)

7. [County Portal Training and Resources](#)

If you have any questions regarding the information above, please contact Laura Strother (laura.strother@state.co.us) or Mal Smith (mallory.smith@state.co.us)

STATE OF COLORADO DEPARTMENT OF HUMAN SERVICES INTERGOVERNMENTAL AGREEMENT

SIGNATURE AND COVER PAGES

<p>CMS #: 179141</p>	<p>eClearance#: 2218304</p>
<p>State Agency Colorado Department of Human Services Community Partnerships</p>	<p>County Huerfano County Department of Social Services</p>
<p>Contract Maximum Amount Initial Term Perpetual</p> <p>Maximum Amount for All Fiscal Years See Exhibit A</p>	<p>Agreement Performance Beginning Date The later of the Effective Date or November 1, 2022.</p> <p>Initial Agreement Expiration Date The oldest expiration date of both Leased Computing Asset Supplier Vendor and Leasing/Financing Vendor agreements. If either Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor agreement is in effect, this Agreement is in effect.</p> <p>The total duration of this Agreement shall be perpetual unless either Party terminates this Agreement.</p>
<p>[This Space Intentionally Left Blank]</p>	<p>Options</p> <p>The State shall have the following options if indicated with “Yes,” as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: N/A Option to Increase or Decrease Maximum Amount per §5.B.v: Yes</p>



<p>Authorized State Representative</p> <p>Insert State Representative Name, Title, Department, Address, Phone, and Email</p>	<p>Authorized County Representative</p> <p>Insert County Representative Name, Title, Address, Phone, and Email</p>

Exhibits
The following Exhibits are attached and incorporated into this Agreement:
Exhibit A - Statement of Work - County HP IGA

Agreement Purpose
The Parties are entering into this Agreement to establish a consistent procedure to extend to Colorado counties more control over their financial budget to lease computing equipment, software, service, and accessories (Leased Computing Assets) through Colorado Department of Human Services (CDHS), the Department of Personnel and Administration (DPA), Office of Information Technology (OIT), Leasing/Finance Vendor, and/or Leased Computing Asset Supplier Vendor; and to extend more control to Colorado counties over their Leased Computing Assets. This Agreement establishes Party understanding of the processes the Parties will engage in to lease, maintain, dispose of, and buyout (own) Leased Computing Assets.

Signature Page Begins on Next Page

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

<p>HUERFANO COUNTY, COLORADO</p> <hr/> <p>By: John Galusha, Chairman of the Board of County Commissioners</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director</p> <hr/> <p>By: Name & Title of Person Signing for CDHS</p> <p>Date: _____</p>
<p>2nd State or County Signature if Needed</p> <hr/> <p>By: Name & Title of Person Signing for Signatory</p> <p>Date: _____</p>	<p>LEGAL REVIEW Philip J. Weiser, Attorney General</p> <hr/> <p>By: _____ N/A _____</p> <p>Assistant Attorney General</p> <p>Date: _____ N/A _____</p>
<p>In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Andrea Eurich /Toni Williamson</p> <p>Effective Date: _____</p>	

-- Signature and Cover Pages End --

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1. PARTIES

This Agreement is entered into by and between the County named on the Signature and Cover Pages for this Agreement (the “County”), and the STATE OF COLORADO acting by and through the Colorado Department of Human Services (the “State” or “CDHS”). County and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation to pay County for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Agreement.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Signature and Cover Pages for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Signature and Cover Pages for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

If the Signature and Cover Pages for this Agreement shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to County. The State may include and incorporate a revised budget, as long as the revised budget does not unilaterally change rates or terms specified in the Agreement. Except as stated in §2.D, the total duration of this Agreement, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to County as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension" or "Holdover"), regardless of whether additional Extension Terms are available or not. Any such extension shall be under the same terms and conditions of the operative Agreement including, but not limited to, prices, rates, and service delivery requirements. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Agreement.

E. Early Termination in the Public Interest

Both Parties are entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this

Agreement in whole or in part. The County may terminate this Agreement in whole and must pay its financial obligation to the State, in accordance with the Exhibits to this Agreement. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by County, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify County of such termination in accordance with §15. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, County shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Agreement in the public interest, the County shall pay the State the amounts established in the Exhibits of this Agreement.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. “Agreement” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the “main body” of this Agreement exclusively.

B. “Agreement Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the County under this Agreement.

C. “Allocation” means the funds the State apportions to each County that participates in the Leased Computer Asset process so Counties may acquire Leased Computing Assets through the State lease program. Counties may not exceed their apportioned amount when selecting a quantity of Leased Computer Assets.

D. “Breach of Agreement” means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory

manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against County, or the appointment of a receiver or similar officer for County or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If County is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

E. “Business Day” means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1) C.R.S.

F. “Buyout Fee” mean all amounts owed by County to a Leasing/Financing Vendor for the Leased Computing Assets for which it received a buyout agreement to buy the Leased Computer Assets. F. “Chief Procurement Officer” means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202(6), C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.

G. “CJI” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.

H. “Computer Lease” means the agreement entered into by State to deliver certain identified Leased Computing Assets from a Leased Computing Asset Supplier Vendor and pay a lease fee to a Leasing/Financing Vendor. Also known as the Lease Schedule.

I. “CORA” means the Colorado Open Records Act, §§24-72-200.1 et. seq., C.R.S.

J. “County Refresh” or “County Original” means one of three annual periods where Leased Computing Assets may be re-ordered. The three periods are for CMBS original Leased Computing Assets, CMBS Refresh Leased Computing Assets, and CYF Leased Computing Assets.

K. “De-installation” means sanitization/wipe of HDD, removing all Leased Computing Assets from site.

L. “Delivery” means transporting all Leased Computing Assets to designated location according to County location. Does not include - unboxing and removal of empty boxes.

M. “End of Term Extension” means the time period defined in §2.D.

N. “Effective Date” means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement. If this Agreement is for a Major Information Technology Project, as defined in

§24-37.5-102(2.6), then Effective Date of this Agreement shall be the later of the date on which this Agreement is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Agreement is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Agreement.

O. “Exhibits” means the exhibits and attachments included with this Agreement as shown on the Signature and Cover Pages for this Agreement.

P. “Extension Term” means the time period defined in §2.C. Q. “Goods” means any movable material acquired, produced, or delivered by State as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by State, or on behalf of State, in connection with the Services.

R. “Imaging” means installation of County provided hard drive image. Update Bios/firmware to current versions.

S. “Incident” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et. seq., C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.

T. “Initial Term” means the time period defined in §2.B.

U. “Installation” means all Leased Computing Assets will be unboxed/staged, and the trash will be removed by the Leased Computing Asset Supplier Vendor or its subcontractors; and data will be migrated, ensure network connectivity, printer capability, and end-user acceptance.

V. “Lease Buyout” means for lost, stolen, broken, and retained County Leased Computing Asset, County shall obtain a buyout agreement from either the Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor which will contain identifying information for buyout device(s), such as a serial number, if applicable, and a purchase/buyout price, of which County shall pay either the Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor directly.

W. “Lease Period” means the lease period stated on the Lease Schedule, typically a three-year term.

X. “Lease Schedule” means the agreement entered into by State to deliver certain identified Leased Computing Assets from a Leased Computing Asset Supplier Vendor and pay a lease fee to a Leasing/Financing Vendor. Also known as the Computer Lease.

Y. “Leased Computing Asset” means computing equipment including but not limited to desktops, laptops, tablets; computing accessories, software, and service level agreement leased by County.

Z. “Leased Computing Asset Vendor” means the contractor engaged by State to deliver, directly or through a subcontractor, Leased Computing Assets to County. The Service Level Agreement selected by the County will dictate after-delivery-service performed by the Leased Computing Asset Vendor, or its subcontractors.

AA. “Leasing/Finance Vendor” means the contractor engaged by State to implement and operationalize the financing component of the Leased Computing Asset transaction.

BB. “Option 2 County” means This option is intended for a County that does not have any information technology department or staff. The State will be responsible for infrastructure installation and support of the leased equipment in its entirety; this may include the following: servers, routers, laptops, desktops, and other hardware; and connectivity to the Colorado State Network (CSN) using leased data communications circuit(s).

CC. “Option 3 County” means This option is intended for a County that employs an Information Technology (IT) staff on-site who will perform all DHS state access duties in compliance with OIT and CDHS standards and procedures. The State recognizes that the County has made a substantial investment in significant and valuable resources that will be used for the support of this infrastructure. As such, the State agrees to cooperate with the County towards reasonable and secure use of County-created applications and services.

Under Option 3, the County may elect to designate a single point of contact for the leased infrastructure in the County, or the County may elect to designate more than one individual. The name(s) and contact information of that individual(s) will be communicated to the State and Identity & Access Management in order to ensure seamless communication. An Option 3 County, as defined, has an existing County-owned Network as its infrastructure support solution. This option provides the County with a significant amount of responsibility for the support of the installed infrastructure.

The State will only be responsible for any leased equipment including routers, computers, and connectivity to the State-Wide Area Network using the leased data communications circuit(s). The County will be responsible for the County-owned network equipment, and for managing the County Help Desk to provide support to the Core Application end-users.

DD. “Party” means the State or County, and “Parties” means both the State and County.

EE. “PCI” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.

FF. “PII” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 and 24-73-101, C.R.S.

GG. “PHI” means any individually identifiable health information, transmitted or maintained in electronic or any form or medium, including but not limited to demographic information,, (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

HH. “Service Level Options” means the Delivery, Imaging, Installation and/or De-installation services options available through the lease process. Each Leased Computing Asset will also select a Service Level Option when selecting which. Service Level Options are either Service Level Option 1, Service Level Option 2, or Service Level Option 3.S. “Service Level Option 1” means delivery and de-installation.

II. “Service Level Option 2” means Delivery, Imaging, De-installation. Transporting all equipment including peripheral to designated location by County. Does not include – unboxing and removal of empty boxes. All assets will be imaged using County provided image. The Leased Computing Asset Supplier Vendor will update Bios/firmware to current. De-installation of old equipment, sanitization/wipe of HDD, removing all equipment, peripherals from site.

JJ. “Service Level Option 3” means Delivery, Imaging, Installation, De-installation. Transporting all equipment including peripheral to designated location by County. All Leased Computing Assets will be unboxed/staged, and the trash will be removed by the Leased Computing Asset Supplier Vendor. All assets will be imaged using County provided image. The

Leased Computing Asset Supplier Vendor will update Bios/firmware to current. The Leased Computing Asset Supplier Vendor will install new equipment per process: induces – data migration, network connectivity, printer capability, and end user acceptance. De-installation of old equipment, sanitization/wipe of HDD, removing all equipment, peripherals from site..

KK. “Services” means the services to be performed by State as set forth in this Agreement and shall include any services to be rendered by State in connection with the Goods.

LL. “State Confidential Information” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJ, Educational Records, Substance Use Disorder Information, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by either Party to the other Party of this Agreement which (i) is subject to disclosure pursuant to CORA; (ii) is already known to either Party without restrictions at the time of its disclosure to either Party; (iii) is or subsequently becomes publicly available without breach of any obligation owed by either Party; (iv) is disclosed to either Party, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

MM. “State Fiscal Rules” means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

NN. “State Fiscal Year” means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

OO. “State Records” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

PP. “Subcontractor” means third parties, if any, engaged by either Party or Leased Computing Asset Supplier Vendor or Leasing/Finance Vendor to aid in performance of the Work.

QQ. “Tax Information” means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to, all information defined as federal tax information in Internal Revenue Service Publication 1075.

RR. “Work” means the Goods delivered and Services performed pursuant to this Agreement and Exhibits.

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

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

4. STATEMENT OF WORK

Both Parties shall complete the Work as described in this Agreement and in accordance with the provisions of the Exhibits. The Parties shall have no liability to compensate Parties for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to either Party are limited to the amounts established in the Exhibits of this Agreement.

B. Payment Procedures

i. Invoices and Payment

a. The County shall pay State in the amounts and in accordance with the Exhibits.

b. State shall initiate payment requests by invoice to the County, in a form and manner approved by the State. Invoicing is a material component of Agreement performance and corresponding Deliverables. Invoices shall be due to the County within 45 days of work performed by the State, unless otherwise stated in the Exhibits hereto. Invoicing shall be done accurately and per any specifications set forth in the Exhibits hereto. Time is of the essence in this regard. If State fails to timely and/or properly invoice the County, the County may not be obligated to pay the bill resulting from said invoice. Failure to timely and/or properly invoice the County is a material breach of this Agreement which would be cause for the County to refuse payment and/or terminate the contract on these grounds in whole or in part, at the County’s discretion.

c. The County shall pay each invoice within 45 days following the County's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by State and previously accepted by the County during the term that the invoice covers. If the County determines that the amount of any invoice is not correct, then State shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the County within 45 days of the County's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the County disputes in writing. State shall invoice the County separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If State disputes any calculation, determination or amount of any payment, State shall notify the County in writing of its dispute within 30 days following the earlier to occur of State's receipt of the payment or notification of the determination or calculation of the payment by the County. The County will review the information presented by State and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the County's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the County has concluded its review, and the County shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to County or State established Allocation for County beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay County or to establish an Allocation for County shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or

in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Agreement show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Agreement, and increase or decrease the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to County. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Agreement. The State may include and incorporate a revised budget, as long as the revised budget does not unilaterally change rates or terms specified in the Agreement.

6. REPORTING - NOTIFICATION

A. Litigation Reporting

If County is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect County's ability to perform its obligations under this Agreement, County shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Signature and Cover Pages as provided in §15.

B. Performance Outside the State of Colorado or the United States, §24-102-206 C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., State shall provide written notice to the County, in accordance with §15 and in a form designated by the County, within 20 days following the earlier to occur of State's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by State to provide notice to the County under this section shall constitute a breach of this Agreement. This section shall not apply if the Agreement Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

Both Parties shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the “Work Records”). Work Records shall include all documents, records, communications, notes and other materials maintained by both Parties that relate to any Work performed by Subcontractors required to ensure proper performance of that Work. Both Parties shall maintain Work Records until the last to occur of: (i) the date 3 years after the date this Agreement expires or is terminated, (ii) final payment under this Agreement is made, (iii) the resolution of any pending Agreement matters, or (iv) if an audit is occurring, or either Party has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the “Record Retention Period”).

B. Inspection

County shall permit the State, the federal government, and any duly authorized agent of a governmental entity, to audit, inspect, examine, excerpt, copy and transcribe County Records during the Record Retention Period. County shall make County Records available during normal business hours at County’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor County’s performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor County’s performance in a manner that does not unduly interfere with County’s performance of the Work.

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

County shall keep confidential and cause all its Subcontractors to keep confidential, all State Records, unless those state Records are publicly available or subject to disclosure under CORA. County shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, required by CORA, or approved in writing by the State.

B. Other Entity Access and Nondisclosure Agreements

County may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. County shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. County shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If County becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless County can establish that none of County or any of its agents, employees, assigns, or Subcontractors are the cause or source of the Incident, County shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, County shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to: developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State will seek County input regarding remediation steps. After considering County input, the State may, in its sole discretion and at County's sole expense, require County to engage the services of an independent, qualified, State-approved third party to conduct a security audit. County shall provide the State with the results of such audit and evidence of County's planned remediation in response to any negative findings.

E. Data Protection and Handling

County shall ensure that all State Records and Work Product in the possession of County or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

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

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

County shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of County under this Agreement. Such a conflict of interest would arise when a County or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

County acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State’s interests. Absent the State’s prior written approval, County shall refrain from any practices, activities or relationships that reasonably appear to conflict with the full performance of County’s obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if County is uncertain whether a conflict or the appearance of a conflict has arisen, County shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction regarding the actual or apparent conflict constitutes a breach of this Agreement.

D. County shall maintain a written conflict of interest policy. County shall provide the written conflict of interest policy to the State upon request.

10. INSURANCE

County shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance, as specified in this section, at all times during the term of this Agreement to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies as approved by the State. These insurance requirements shall not be construed as caps or limitations on liability.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all County or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

iii. Notwithstanding sections D(i) and (ii) above, if County has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, County shall maintain limits of not less than \$50,000.

iv. Notwithstanding sections D(i) and (ii) above, if County has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, County shall maintain limits of not less than \$100,000.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission, or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality, or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

H. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of County and Subcontractors.

I. Primacy of Coverage

Coverage required of County and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by County or the State.

J. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30-days prior notice to County and County shall forward such notice to the State in accordance with §15 within 7 days of County's receipt of such notice.

K. Subrogation Waiver

All insurance policies secured or maintained by County or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against County or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

L. Public Entities

If County is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the "GIA"), County shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, County shall ensure that the Subcontractor always maintains, during the terms of this Agreement, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

M. Certificates

County shall provide to the State certificates evidencing County's insurance coverage required in this Agreement upon request by the State following the Effective Date. County shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement upon request by the State following the Effective Date, except that, if County's subcontract is not in effect as of the Effective Date, County shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement upon request by the State following County's execution of the subcontract. Upon request by the State County shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, County shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF CONTRACT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Agreement, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State; or if County is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach

In the event of County's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. County shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, County shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, County shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, County shall assign to the State all of County's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, County shall take timely, reasonable and necessary action to protect and preserve property in the possession of County but in which the State has an interest. At the State's request, County shall return materials owned by the State in County's possession at the time of any termination. County shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

Suspend County's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling County to an adjustment in price or cost or an adjustment in the performance schedule. County shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by County after the suspension of performance.

b. Withhold Delivery of Leased Computing Asset(s)

Withhold delivery of Leased Computing Asset(s) to County until County corrects its payment to the State.

c. Deny Overpayment Reimbursement

Deny overpayment reimbursed to County, provided, that any denial of payment shall be equal to the value of the County overpayment to the State.

d. Intellectual Property

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

non-infringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. County’s Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, County, following the notice and cure period in §11 and the dispute resolution process in §14, shall have all remedies available at law and equity.

13. STATE’S RIGHT OF REMOVAL

The State shall notify County, at any time, regardless of whether County is in breach, with a recommendation to immediately remove any of County’s employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State’s best interest.

14. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, County shall submit any alleged breach of this Agreement by the State to the Procurement Official of CDHS as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109 and 24-109-101.1 through 24-109-505, C.R.S., (the “Resolution Statutes”), except that if County wishes to challenge any decision rendered by the Procurement Official, County’s challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before County pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. NOTICES AND REPRESENTATIVES

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by

certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Agreement or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

County assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not County is under contract with the State at the time, County shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses, and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, County hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that County cannot make any of the assignments required by this section, County hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, County grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by County that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). County shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of County's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, County shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of County

County retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to County including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by County under the Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "County Property"). County Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement; (ii) obtained by the State from the applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to State under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. County agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). County's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller Policies.

18. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Unless other restrictions are required elsewhere in this Agreement, County shall not enter into any subcontract in connection with its obligations under this Agreement without providing notice to the State. The State may reject any such subcontract, and County shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. County shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by County in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in §18.A., all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

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

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. Order of Precedence

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

- i. Federal Provisions (if any).
- ii. Colorado Special Provisions in §19 of the main body of this Agreement.
- iii. HIPAA Business Associate Agreement (if any).
- iv. Information Technology Provisions Exhibit (if any).
- v. The provisions of the other sections of the main body of this Agreement.
- vi. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on County's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

M. Severability

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

N. Survival of Certain Agreement Terms

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

O. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq. C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on County. County shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that County may wish to have in place in connection with this Agreement.

P. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §18.A., this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

Q. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall

any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

R. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

S. Standard and Manner of Performance

County shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in County’s industry, trade, or profession.

T. Licenses, Permits, and Other Authorizations.

County shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all licenses, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

U. Indemnification

i. Applicability

This entire §18.U does not apply to County if County is a “public entity” within the meaning of the GIA.

ii. General Indemnification

County shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the “Indemnified Parties”), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by County, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

iii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by County in violation of §8 may be cause for legal action by third parties against County, the State, or their respective agents. County shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys’ fees and costs) incurred by the

State in relation to any act or omission by County, or its employees, agents, assigns, or Subcontractors in violation of §8.

iv. Intellectual Property Indemnification

County shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

V. Other

i. Compliance with State and Federal Law, Regulations, & Executive Orders

County shall comply with all State and, if Federal funding is involved, Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

ii. Accessibility

County shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, et seq., C.R.S. County shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>.

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. *STATUTORY APPROVAL. §24-30-202(1), C.R.S.*

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

B. *FUND AVAILABILITY. §24-30-202(5.5), C.R.S.*

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

C. *GOVERNMENTAL IMMUNITY.*

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold County harmless; requires the State to agree to binding arbitration; limits County's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this

provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

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

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

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

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to County in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by County by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and County, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] County certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., County shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to County that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. County (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and CDHS within 3 days if County has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If County participates in the Department program, County shall deliver to CDHS a written, notarized affirmation, affirming that County has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If County fails to comply with any requirement of this provision or §§8-17.5-101 et seq., C.R.S., CDHS may terminate this Agreement for breach and, if so terminated, County shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

County, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that County (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101 et seq., C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Agreement.

20. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

County represents and warrants that County, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a

“federal health care program” as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If County, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Agreement, County shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to County, the State may immediately terminate this Agreement.

B. Emergency Planning

If County provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., County shall perform the Work in accordance with the State’s Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, County shall provide a plan and reporting information to ensure compliance with the State’s Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions on Public Benefits

If applicable, County shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

D. Discrimination

County shall not:

- i. discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.
- ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Agreement has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

E. Criminal Background Check

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

- i. submit to and successfully pass a criminal background check, and
- ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any County or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

F. Fraud Policy

County shall comply with the current CDHS Fraud Policy.

G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)

Without any additional cost to the State, County shall collect and maintain Agreement performance data, as determined solely by the State. Upon request, County shall provide the Agreement performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

H. COVID-19 Pandemic

CDHS operates many facilities across the State and with regard to the COVID-19 Pandemic, County may be subject to local or state public health orders, Department policy, individual facility policy, or any other requirement that could impose additional requirements on the County. If so, County shall promptly comply upon notice.

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**STATE OF COLORADO
DEPARTMENT OF HUMAN SERVICES
INTERGOVERNMENTAL AGREEMENT AMENDMENT #1**

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Community Partnerships	Original Contract Number 179141/ eClearance 2218304
Contractor County Huerfano County Department of Social Services	Amendment Contract Number 187310/ eClearance 2318504
Current Contract Maximum Amount Initial Term Perpetual Extension Terms NA Maximum Amount for All Fiscal Years See Exhibit A and Attachments 1 & 2	Contract Performance Beginning Date The later of the Effective Date November 17, 2023. Current Contract Expiration Date The oldest expiration date of both Leased Computing Asset Supplier Vendor and Leasing/Financing Vendor agreements. If either Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor agreement is in effect, this Agreement is in effect.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p align="center">CONTRACTOR Huerfano County</p> <hr/> <p>By: John Galusha, Chairman of the Board of County Commissioners Date: _____</p>	<p align="center">STATE OF COLORADO Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director</p> <hr/> <p>By: Pedro Almeida, Deputy Executive Director, Administrative Solutions Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Andrea Eurich/Toni Williamson/Telly Belton

Amendment Effective Date: _____

1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or Month Day, Year, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

This Amendment applies to the CBMS Supplemental County Leased Computing Asset Lease Schedule. It documents the allotted amount the County has to spend on the CBMS Supplemental County Leased Computing Asset Lease Schedule and acknowledges that any additional cost incurred by the County will be the County responsibility.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

Addition of Attachment 2 to Exhibit A Scope of Work.

A. Addition of Attachment 2, Human Services Department State Fiscal Year Allocation.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the



Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

Exhibit A – Statement of Work

This **Exhibit A** addresses the responsibilities of the Colorado Department of Human Services (State) and Huerfano County (“County”), in the funding of and engagement of a Leased Computing Assets Contract.

This Agreement applies to any County Leased Computing Asset Lease Schedule entered into in November 2022 and every subsequent Leased Computing Asset order, unless Agreement is terminated by either Party.

1. State Responsibilities

- a. County Leased Computing Asset Overview
 - i. State is responsible for facilitating the County Leased Computing Asset process, with County input and implementation by a Leased Computing Asset Supplier Vendor and Leasing/Financing Vendor and third-party subcontractors, for Option 2 and 3 Counties and selection and deployment of Leased Computing Assets. County will order Leased Computing Assets each year on a rotating basis for three different programs, one year for each program for a total of three one-year cycles, CBMS Original orders, CBMS refreshed orders, and Children, Youth, and Families (CYF) refreshed orders.
 - ii. State shall order Leased Computing Assets and Service Level Options on behalf of County in compliance with State configuration standards.
- b. State Notification to County
 - i. State shall provide notification to the County of Leased Computing Assets that are set to expire, no later than 30 days before expiration.
 - ii. At the same time the above 1.b.i. notification takes place, State, through its Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor, shall notify County which Leased Computing Asset (identified via serial number – and located by County, via end-user and Absolute software) shall be returned by County to Leased Computing Asset Supplier Vendor or its third-party contractor.
 - iii. In the State’s sole discretion, State shall provide County with any shared information relevant to County performance, and/or suggestions for improvement and/or expansion of this Agreement or the Leased Computing Asset Program.
- c. Communication Management
 - i. The State shall manage communication between the State, the State’s IT Service Delivery & Vendor Partner , and the Governor’s Office of Information Technology (OIT), Counties, and the Leased Computing Asset Supplier Vendor and the Leasing/Financing Vendor.
- d. Leased Computing Asset Reconciliation
 - i. The State shall facilitate the Leased Computing Asset reconciliation process for Leased Computing Assets at the end of the three-year lease cycle, to assist in returning Leased Computing Assets to the Leasing/Financing Vendor, communicating County financial obligation calculated by the Leasing/Financing Vendor, such as renewal lease fees for Leased Computing Assets that will continue to be used and buyout offers for lost, stolen or broken (not covered under warranty).



- ii. The State shall facilitate proper Leased Computing Asset reconciliation by offering adequate asset management resources and training in order to ensure sufficient asset management at the County.
- e. Allocation Report
 - i. The State will provide the County with monthly Allocation reports and will conduct a meeting every six months to review the Allocation balance, expenditures, and Party performance.
- f. Absolute Software
 - i. The State shall not utilize Absolute in an attempt to locate County personnel assigned to the Leased Computing Device except in the instances of an emergency or in determining whether the Leased Computing Device is being used for purposes outside the terms of this Agreement. The State might also pull data reports from the county's Absolute console in a number of different scenarios, including but not limited to:
 - 1. If the County reports and suspects that the Leased Computing Device has either gone missing or has been stolen.
 - 2. If the County reports or suspects that the Leased Computing Device has been damaged or determined to be broken.
 - 3. If the Leased Computing Assets Supplier Vendor reports that the device is expired and has been unreturned after the County has received, accepted, and installed refreshed the Leased Computing Device.
 - ii. The State shall periodically audit random Leased Computing Assets to ensure that the Absolute software is installed, activated, and properly configured.
 - iii. The State shall utilize Absolute to audit Leased Computing Assets that are reported in use by the County after the three-year lease cycle.

2. County Responsibilities

- a. Option 2 County versus Option 3 County Responsibility
 - i. Responsibilities for the HP Computer Refresh Program differ based upon whether the County is an Option 2 or Option 3 County.
 - 1. Option 2 Counties are counties that receive 'To the Desk' support for IT infrastructure and hardware. This option is intended for a County that does not have any information technology department or staff. The State will be responsible for infrastructure installation and support of the leased equipment in its entirety; this may include the following: servers, routers, laptops, desktops, and other hardware; and connectivity to the Colorado State Network (CSN) using leased data communications circuit(s).
 - 2. Option 3 Counties are counties that receive 'To the Door' support for IT infrastructure and hardware. This option is intended for a County that employs an Information Technology (IT) staff on-site who will perform all DHS state access duties in compliance with OIT and CDHS standards and procedures. The State will only be responsible for any leased equipment including routers, computers, and connectivity to the State-Wide Area Network using the leased data communications circuit(s).
 - ii. Responsibilities for Option 2 Counties
 - 1. Option 2 Counties receive IT support from the State IT Service Delivery Provider & Vendor Partner for the HP Computer Refresh program, including, but not limited to,



- a. Leased Computing Asset ordering
 - b. Providing an image to HP for imaging the County Order, including installing Absolute within the county image
 - c. Installation services for new Leased Computing Assets
 - d. Gather expired Leased Computing Assets at the end of the three-year lease cycle
 - e. Asset management for lost, stolen, or broken Leased Computing Assets, either during the three year lease cycle or at the end of the three year lease cycle, by using the HP Customer Service Portal and the Absolute Console
- iii. Responsibilities for Option 3 Counties
 - 1. Option 3 Counties are responsible for satisfying all responsibilities of the HP Computer Refresh program through local IT support.
- b. Acceptance and Documentation
 - i. When County accepts the delivery of Leased Computing Assets and the installation thereof, County shall provide State with County signed proof of acceptance and installation of Leased Computing Assets delivered by Leased Computing Asset Supplier Vendor or its third-party subcontractors after County:
 - 1. inspects Leased Computing Assets and accepts Leased Computing Assets,
 - 2. signs confirmation of acceptance and installation of Leased Computing Assets, and
 - 3. maintains a copy of the signed acceptance and installation.
 - ii. Signed documentation that County accepts the delivery of Leased Computing Asset and the installation thereof, shall contain:
 - 1. the Lease schedule number,
 - 2. the legible name and signature of the County representative who accepted the delivery of Leased Computing Assets and the installation thereof,
 - 3. the date of the acceptance and installation, and
 - 4. the County location where the Leased Computing Assets will be utilized.
- c. Absolute Software
 - i. County shall activate and use Absolute software in accordance with its licensing agreement, to document real-time Leased Computing Asset location and end-user identification throughout the Leased Computing Asset term or until County returns the Leased Computing Assets to Leased Computing Asset Supplier Vendor, or its third-party contractor, or County completes a Leased Computing Asset Buyout for that Leased Computing Asset; whichever is later. When the Leased Computing Assets are in the Leased Computing Asset Supplier Vendor's, or third-party contractor's possession, or cannot be located, that Leased Computing Asset will be rendered inactive via Absolute software and data will no longer be accessible by either Party.
 - ii. The County will allow the State access to the County's Absolute console.
 - iii. The County shall comply with all Colorado Office of Information Technology reporting policies. These reporting policies include the following features must be turned on:
 - 1. Hardware
 - a. This feature includes reports and alerts on hundreds of hardware attributes.



- b. This feature also monitors the Lease Computing Assets on leasing reports.
 - c. This feature also tracks new device activations and connection history.
 - d. This feature also leverages pre-built custom reports for Absolute.
 - e. Finally, this feature flags missing Lease Computing Assets and can alert administrators when the Lease Computing Assets reconnect to the internet.
 - 2. Software
 - a. This feature assesses installed software by device and population.
 - b. This feature will also report and alert on software configuration changes or policy non-compliance.
 - 3. Full-Disk Encryption State
 - a. This feature will report on the encryption status reporting for the Lease Computing Asset.
 - 4. Device Usage
 - a. This feature will assess device usage by analyzing login/unlock and device interaction events.
 - b. This feature will also report on average daily usage by device.
 - 5. Geolocation Tracking
 - a. This feature will track device location with 365 days of history.
 - b. This feature will also define geofences to detect unauthorized device movement.
 - 6. Installed Applications
 - a. This feature will assess installed software by device or population.
 - b. This feature will also report and alert on software configuration changes or policy non-compliance.
 - iv. Provide State with end usernames and location of all Leased Computing Assets upon request, at predetermined intervals, via a database shared by the Parties, via Absolute software, and/or via a spreadsheet. County shall update changed end-user names and location via Absolute software, shared databases, and spreadsheets when reassigning Leased Computing Assets to a different end-user and/or location and/or when an end-user has a name change.
- d. Acceptance and Deinstallation Requirements
 - i. When County completes a Lease Buyout of Leased Computing Assets, County shall provide State with County signed proof of acceptance and de-installation (de-commissioning) of Leased Computing Assets signed by Leased Computing Asset Supplier Vendor or its third-party subcontractor.
 - ii. County Leased Computing Asset shall be returned to the Leased Computing Assets Supplier Vendor, or its third-party contractor, by County. The Leased Computing Assets County shall be returned 60 days after the County accepts newly installed Leased Computing Assets.
- e. Penalties
 - i. If the County does not comply with the provisions of this Agreement, the County risks State issuance of one or more of the following potential penalties.
 - 1. County may be disallowed from ordering future Leased Computing Assets through the State Leased Computing Asset program.
 - 2. County may be required to return all Leased Computing Assets.



3. County Agreement may be terminated by the State.
 4. County Allocation may be reduced.
 5. County may be prohibited from entering into a new agreement with the State for Lease Computing Assets.
- ii. For additional State and County remedies, see section 12.-Remedies of the Agreement.
 - iii. For additional dispute resolution options, see section 14.-Dispute Resolution of the Agreement.
 - iv. Before the State issues one or more of the above penalties, the State shall:
 1. Gather facts to determine whether the County is noncompliant and mitigating facts, and look at whether the County is making a good faith effort to comply.
 2. Issue an initial written warning that details the County noncompliance and in two weeks after the date of the warning letter, the County shall provide the State with a detailed remediation plan.
 3. If the State accepts the County's remediation plan, the County shall have 60 days to implement the remediation plan.
 4. If the State rejects the County's plan of correction, the County shall have 5 business days to correct the remediation plan. If the State rejects the County's remediation plan for a second time, the State will impose a State developed remediation plan and the County will have 45 days to implement the State remediation plan.
 5. If the State determines that either the County remediation plan or the State developed remediation plan was not implemented by County as written, or if the State determines the County is not making a good faith effort to comply, the State will use its discretion in determining whether to impose the penalties described in Section 2.,c. above.
- f. Potential Expenses
- i. End of Three-Year Lease Cycle - Lease Buyout Fee. At the end of the three-year lease cycle, for all Leased Computing Assets that are not timely returned to Leased Computing Asset Supplier Vendor as stated in section 1.d., above, County shall pay Leasing/Financing Vendor the Lease Buyout fee established by the Leasing/Financing Vendor
 1. At the end of the three-year lease cycle, the County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the County damages the Leased Computing Asset in a way that is not covered by the standard Leased Computing Asset Supplier Vendor warranty and is thus unrecoverable by the Leased Computing Asset Supplier or Financial Vendor.
 2. At the end of the three-year lease cycle, the County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the County loses or is unable to recover the Leased Computing Asset and is thus unreturnable to the Leased Computing Asset Supplier or Financial Vendor.
 3. At the end of the three-year lease cycle, the County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease



Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the Leased Computing Asset is stolen and determined to be unrecoverable and is thus unreturnable to the Leased Computing Asset Supplier or Financial Vendor.

- ii. During the Three-Year Lease Cycle - Lease Buyout Fee. At any time during the Leased Computing Asset 3-year lease cycle term, County may purchase the Leased Computing Asset via Lease Buyout, at a fee established by the Leasing/Financing Vendor, for any lost, stolen, and/or broken (not covered under warranty) Leased Computing Assets, or for any Leased Computing Assets County will not be able to timely return to the Leased Computing Asset Supplier Vendor – for example, if Leased Computing Assets are on a litigation hold, or if County wants to keep a stock of extra computing equipment and accessories. County shall maintain its proof of payment for three years after payment of Lease Buyout fee and immediately provide State with proof of payment.
 - 1. The County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the County damages the Leased Computing Asset in a way that is not covered by the standard Leased Computing Asset Supplier Vendor warranty.
 - 2. The County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the County loses or is unable to recover the Leased Computing Asset before the end of the three year lease cycle.
 - 3. The County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the Leased Computing Asset is stolen and determined to be unrecoverable by the end of the three year lease cycle.
- iii. Renewal Lease Fee at the End of the Three Year Lease Cycle or the County Allocation will be reduced by the renewal lease fee established by the Leasing/Financing Vendor for the term the Leased Computer Assets are kept by the County. In no event will the renewal lease fee exceed the Buyout fee. County shall maintain its proof of payment for three years after payment of Lease Buyout fee and immediately provide State with proof of payment upon payment of the buyout fee.

g. Leased Computing Asset Management

- i. To practice proper Leased Computing Asset management, the County shall engage in adequate asset management practices, including but not limited to:
 - 1. Utilizing signed Acceptance and Installation Reports that both the State and the County shall keep on file to document what Leased Computing Assets were delivered and installed at the county.
 - 2. Activating every Leased Computing Asset on the Absolute Console to ensure the State and County are able to geolocate and track the Lease Computing Asset.
 - 3. Reconciling Acceptance and Installation Reports against both State and County records and against the HP Customer Service Portal.
 - 4. During the three-year lease lifecycle, the County shall continuously update the Absolute console as necessary and reconcile local records against the HP



Customer Service Portal to maintain an accurate record of all Leased Computing Assets.

5. At the end of the three-year lease period, and upon receiving refreshed Leased Computing Assets, the County shall return all expired Leased Computing assets and sign the De-installation Report. The County shall keep this record on file for future reference.
- h. Leased Computing Asset Supplier Standard Warranty
 - i. The Leased Computing Asset Supplier currently provides a number of standard warranty features for every Leased Computing Asset, including remote problem diagnoses and support, onsite hardware support, replacement parts and materials, and general service and coverage guarantees.
 - ii. The Leased Computing Asset Supplier currently provides repair and replacement for operational failure or part failure that occurs during the normal functioning of the device.
 - iii. The Leased Computing Asset Supplier currently does not provide Accidental Damage Protection for Leased Computing Assets. Accidental Damage protection is defined as operational or mechanical failure caused by an accident from handling which occurs in the course of the normal intended use of the Leased Computing Assets.
- i. Leased Computing Assets Usage
 - i. County shall ensure that Leased Computing Assets will be utilized exclusively by the program staff for which the computer devices were ordered and funded and only for activities that support that program.
- j. Support by County Personnel
 - i. County shall designate, maintain, and fund at least one County personnel as a single point of contact to fulfill the above duties in compliance with this Agreement. The percentage of time spent by County personnel on fulfilling the duties in compliance with this Agreement is at the discretion of the County.

3. County Allocation

- a. State and County will work together to establish a methodology to determine a Leased Computing Asset budget to lease Computing Assets based on a dollar amount rather than on quantity of Leased Computing Assets.
- b. The County Budget shall be based on Leased Computing Asset quantity, rather than a dollar amount, until State and County establish the above methodology to determine a budget based on a County Leased Computing Asset dollar amount.
- c. Converting County Leased Computing Asset Allocation, based on a dollar amount rather than a Leased Computing Asset quantity, does not change any terms of this Agreement or change the way County participates under this Agreement.

4. Invoices & Payment

- a. Financial obligation to State by County under this Agreement is limited to the unpaid, obligated balance of every Leased Computing Asset Buyout Estimate for County unreturned Leased Computing Assets (unreturned for any reason) issued by Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor for a Lease Schedule entered into by the State on behalf of County for Leased Computing Asset. This Agreement formalizes the existing business practice of County financial obligation to pay Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor for unreturned, broken, lost, or stolen Leased Computing Assets:



- i. In lieu of a Lease Buyout, the Leased Computing Assets Supplier Vendor or Leasing/Financing Vendor may implement a Lease Penalty for County unreturned Leased Computing Assets to County for not timely returning expired (past lease term) Leased Computing Assets, County agrees to pay this Lease Penalty in lieu of a Lease Buyout.
 - ii. State will make all attempts to work with Leased Computing Assets Supplier Vendor and/or Leasing/Financing Vendor to agree on behalf of County to obligate County to the lesser of a Lease Buyout fee or Lease Penalty. State is not obligated to pay any portion of the Lease Buyout fee and/or Lease Penalty.
- b. If County enters into a Lease Buyout for any Leased Computing Assets, the County is obligated to pay either the Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor directly for that Lease Buyout agreement and State is no longer obligated to pay the remaining lease fee of the unused lease term or the Service Level Option assigned to that Leased Computing Assets. See sections 2.f., 2.g, and 2.h. above.
- c. State shall not pay any amount under this Agreement to County, Leased Computing Assets Supplier Vendor, or Leasing/Financing Vendor unless payment is a reimbursement of a County overpayment to State or a passthrough reimbursement to County received by State from Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor.
- d. County shall pay the State for County's lease or purchase of computer device lease services beyond the County's State Allocation budget, stated within this Scope of the Work. The State shall promptly pass through any County's payments to the Leasing/Financing Vendor. Except within its role as a pass through entity, the State is not liable for County's obligations incurred under this Agreement which includes this Statement of Work. The State shall provide each County an invoice at least 30 days prior to the date the payment is due to the computer device leasing vendor. The State shall ensure that any payment to the State is paid over to the Leasing/Financing Vendor prior to the date that payment is due to the Lease/Financing vendor.

Attachment 2
Human Services Department State Fiscal Year Allocation

Huerfano County agrees to participate in the County Leased Computer Program under the terms set forth in this Agreement by the Colorado Department of Human Services.

Human Services Department agrees to an allocation of \$8,659 for the three-year lease cycle starting in state fiscal year 2023-2024 and agrees to abide by the terms in this Agreement, including those terms that outline County obligations if Huerfano County Department of Social Services orders computer devices for the totality of above state fiscal year that exceeds the dollar value of the above County state fiscal year allocation.

By: _____
Authorized County Representative

Date: _____

County Title:
County Name: Huerfano

By: _____
Authorized County Representative

Date: _____

County Title:
County Name: Huerfano

By: _____
Authorized County Representative

Date: _____

County Title: _____
County Name: _____

Exhibit A – Statement of Work

This **Exhibit A** addresses the responsibilities of the Colorado Department of Human Services (State) and Huerfano County Human Services Department (“County”), in the funding of and engagement of a Leased Computing Assets Contract.

This Agreement applies to any County Leased Computing Asset Lease Schedule entered into in November 2022 and every subsequent Leased Computing Asset order, unless Agreement is terminated by either Party.

1. State Responsibilities

- a. County Leased Computing Asset Overview
 - i. State is responsible for facilitating the County Leased Computing Asset process, with County input and implementation by a Leased Computing Asset Supplier Vendor and Leasing/Financing Vendor and third-party subcontractors, for Option 2 and 3 Counties and selection and deployment of Leased Computing Assets. County will order Leased Computing Assets each year on a rotating basis for three different programs, one year for each program for a total of three one-year cycles, CBMS Original orders, CBMS refreshed orders, and Children, Youth, and Families (CYF) refreshed orders.
 - ii. State shall order Leased Computing Assets and Service Level Options on behalf of County in compliance with State configuration standards.
- b. State Notification to County
 - i. State shall provide notification to the County of Leased Computing Assets that are set to expire, no later than 30 days before expiration.
 - ii. At the same time the above 1.b.i. notification takes place, State, through its Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor, shall notify County which Leased Computing Asset (identified via serial number – and located by County, via end-user and Absolute software) shall be returned by County to Leased Computing Asset Supplier Vendor or its third-party contractor.
 - iii. In the State’s sole discretion, State shall provide County with any shared information relevant to County performance, and/or suggestions for improvement and/or expansion of this Agreement or the Leased Computing Asset Program.
- c. Communication Management
 - i. The State shall manage communication between the State, the State’s IT Service Delivery & Vendor Partner, and the Governor’s Office of Information Technology (OIT), Counties, and the Leased Computing Asset Supplier Vendor and the Leasing/Financing Vendor.
- d. Leased Computing Asset Reconciliation
 - i. The State shall facilitate the Leased Computing Asset reconciliation process for Leased Computing Assets at the end of the three-year lease cycle, to assist in returning Leased Computing Assets to the Leasing/Financing Vendor, communicating County financial obligation calculated by the

- Leasing/Financing Vendor, such as renewal lease fees for Leased Computing Assets that will continue to be used and buyout offers for lost, stolen or broken (not covered under warranty).
- ii. The State shall facilitate proper Leased Computing Asset reconciliation by offering adequate asset management resources and training in order to ensure sufficient asset management at the County.
- e. Allocation Report
 - i. The State will provide the County with monthly Allocation reports and will conduct a meeting every six months to review the Allocation balance, expenditures, and Party performance.
 - f. Absolute Software
 - i. The State shall not utilize Absolute in an attempt to locate County personnel assigned to the Leased Computing Device except in the instances of an emergency or in determining whether the Leased Computing Device is being used for purposes outside the terms of this Agreement. The State might also pull data reports from the county's Absolute console in a number of different scenarios, including but not limited to:
 1. If the County reports and suspects that the Leased Computing Device has either gone missing or has been stolen.
 2. If the County reports or suspects that the Leased Computing Device has been damaged or determined to be broken.
 3. If the Leased Computing Assets Supplier Vendor reports that the device is expired and has been unreturned after the County has received, accepted, and installed refreshed the Leased Computing Device.
 - ii. The State shall periodically audit random Leased Computing Assets to ensure that the Absolute software is installed, activated, and properly configured.
 - iii. The State shall utilize Absolute to audit Leased Computing Assets that are reported in use by the County after the three-year lease cycle.

2. County Responsibilities

- a. Option 2 County versus Option 3 County Responsibility
 - i. Responsibilities for the HP Computer Refresh Program differ based upon whether the County is an Option 2 or Option 3 County.
 1. Option 2 Counties are counties that receive 'To the Desk' support for IT infrastructure and hardware. This option is intended for a County that does not have any information technology department or staff. The State will be responsible for infrastructure installation and support of the leased equipment in its entirety; this may include the following: servers, routers, laptops, desktops, and other hardware; and connectivity to the Colorado State Network (CSN) using leased data communications circuit(s).
 2. Option 3 Counties are counties that receive 'To the Door' support for IT infrastructure and hardware. This option is intended for a County that employs an Information Technology (IT) staff on-site who will perform all DHS state access duties in compliance with OIT and

CDHS standards and procedures. The State will only be responsible for any leased equipment including routers, computers, and connectivity to the State-Wide Area Network using the leased data communications circuit(s).

- ii. Responsibilities for Option 2 Counties
 1. Option 2 Counties receive IT support from the State IT Service Delivery Provider & Vendor Partner for the HP Computer Refresh program, including, but not limited to,
 - a. Leased Computing Asset ordering
 - b. Providing an image to HP for imaging the County Order, including installing Absolute within the county image
 - c. Installation services for new Leased Computing Assets
 - d. Gather expired Leased Computing Assets at the end of the three-year lease cycle
 - e. Asset management for lost, stolen, or broken Leased Computing Assets, either during the three year lease cycle or at the end of the three year lease cycle, by using the HP Customer Service Portal and the Absolute Console
- iii. Responsibilities for Option 3 Counties
 1. Option 3 Counties are responsible for satisfying all responsibilities of the HP Computer Refresh program through local IT support.
- b. Acceptance and Documentation
 - i. When County accepts the delivery of Leased Computing Assets and the installation thereof, County shall provide State with County signed proof of acceptance and installation of Leased Computing Assets delivered by Leased Computing Asset Supplier Vendor or its third-party subcontractors after County:
 1. inspects Leased Computing Assets and accepts Leased Computing Assets,
 2. signs confirmation of acceptance and installation of Leased Computing Assets, and
 3. maintains a copy of the signed acceptance and installation.
 - ii. Signed documentation that County accepts the delivery of Leased Computing Asset and the installation thereof, shall contain:
 1. the Lease schedule number,
 2. the legible name and signature of the County representative who accepted the delivery of Leased Computing Assets and the installation thereof,
 3. the date of the acceptance and installation, and
 4. the County location where the Leased Computing Assets will be utilized.
- c. Absolute Software
 - i. County shall activate and use Absolute software in accordance with its licensing agreement, to document real-time Leased Computing Asset location and end-user identification throughout the Leased Computing Asset term or until County returns the Leased Computing Assets to Leased Computing

- Asset Supplier Vendor, or its third-party contractor, or County completes a Leased Computing Asset Buyout for that Leased Computing Asset; whichever is later. When the Leased Computing Assets are in the Leased Computing Asset Supplier Vendor's, or third-party contractor's possession, or cannot be located, that Leased Computing Asset will be rendered inactive via Absolute software and data will no longer be accessible by either Party.
- ii. The County will allow the State access to the County's Absolute console.
 - iii. The County shall comply with all Colorado Office of Information Technology reporting policies. These reporting policies include the following features must be turned on:
 1. Hardware
 - a. This feature includes reports and alerts on hundreds of hardware attributes.
 - b. This feature also monitors the Lease Computing Assets on leasing reports.
 - c. This feature also tracks new device activations and connection history.
 - d. This feature also leverages pre-built custom reports for Absolute.
 - e. Finally, this feature flags missing Lease Computing Assets and can alert administrators when the Lease Computing Assets reconnect to the internet.
 2. Software
 - a. This feature assesses installed software by device and population.
 - b. This feature will also report and alert on software configuration changes or policy non-compliance.
 3. Full-Disk Encryption State
 - a. This feature will report on the encryption status reporting for the Lease Computing Asset.
 4. Device Usage
 - a. This feature will assess device usage by analyzing login/unlock and device interaction events.
 - b. This feature will also report on average daily usage by device.
 5. Geolocation Tracking
 - a. This feature will track device location with 365 days of history.
 - b. This feature will also define geofences to detect unauthorized device movement.
 6. Installed Applications
 - a. This feature will assess installed software by device or population.
 - b. This feature will also report and alert on software configuration changes or policy non-compliance.
 - iv. Provide State with end usernames and location of all Leased Computing Assets upon request, at predetermined intervals, via a database shared by the Parties, via Absolute software, and/or via a spreadsheet. County shall update

changed end-user names and location via Absolute software, shared databases, and spreadsheets when reassigning Leased Computing Assets to a different end-user and/or location and/or when an end-user has a name change.

- d. Acceptance and Deinstallation Requirements
 - i. When County completes a Lease Buyout of Leased Computing Assets, County shall provide State with County signed proof of acceptance and de-installation (de-commissioning) of Leased Computing Assets signed by Leased Computing Asset Supplier Vendor or its third-party subcontractor.
 - ii. County Leased Computing Asset shall be returned to the Leased Computing Assets Supplier Vendor, or its third-party contractor, by County. The Leased Computing Assets County shall be returned 60 days after the County accepts newly installed Leased Computing Assets.
- e. Penalties
 - i. If the County does not comply with the provisions of this Agreement, the County risks State issuance of one or more of the following potential penalties.
 - 1. County may be disallowed from ordering future Leased Computing Assets through the State Leased Computing Asset program.
 - 2. County may be required to return all Leased Computing Assets.
 - 3. County Agreement may be terminated by the State.
 - 4. County Allocation may be reduced.
 - 5. County may be prohibited from entering into a new agreement with the State for Lease Computing Assets.
 - ii. For additional State and County remedies, see section 12.-Remedies of the Agreement.
 - iii. For additional dispute resolution options, see section 14.-Dispute Resolution of the Agreement.
 - iv. Before the State issues one or more of the above penalties, the State shall:
 - 1. Gather facts to determine whether the County is noncompliant and mitigating facts, and look at whether the County is making a good faith effort to comply.
 - 2. Issue an initial written warning that details the County noncompliance and in two weeks after the date of the warning letter, the County shall provide the State with a detailed remediation plan.
 - 3. If the State accepts the County's remediation plan, the County shall have 60 days to implement the remediation plan.
 - 4. If the State rejects the County's plan of correction, the County shall have 5 business days to correct the remediation plan. If the State rejects the County's remediation plan for a second time, the State will impose a State developed remediation plan and the County will have 45 days to implement the State remediation plan.
 - 5. If the State determines that either the County remediation plan or the State developed remediation plan was not implemented by County as written, or if the State determines the County is not making a good faith effort to comply, the State will use its discretion in determining whether to impose the penalties described in Section 2.,c. above.



f. Potential Expenses

- i. End of Three-Year Lease Cycle - Lease Buyout Fee. At the end of the three-year lease cycle, for all Leased Computing Assets that are not timely returned to Leased Computing Asset Supplier Vendor as stated in section 1.d., above, County shall pay Leasing/Financing Vendor the Lease Buyout fee established by the Leasing/Financing Vendor
 1. At the end of the three-year lease cycle, the County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the County damages the Leased Computing Asset in a way that is not covered by the standard Leased Computing Asset Supplier Vendor warranty and is thus unrecoverable by the Leased Computing Asset Supplier or Financial Vendor.
 2. At the end of the three-year lease cycle, the County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the County loses or is unable to recover the Leased Computing Asset and is thus unreturnable to the Leased Computing Asset Supplier or Financial Vendor.
 3. At the end of the three-year lease cycle, the County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the Leased Computing Asset is stolen and determined to be unrecoverable and is thus unreturnable to the Leased Computing Asset Supplier or Financial Vendor.
- ii. During the Three-Year Lease Cycle - Lease Buyout Fee. At any time during the Leased Computing Asset 3-year lease cycle term, County may purchase the Leased Computing Asset via Lease Buyout, at a fee established by the Leasing/Financing Vendor, for any lost, stolen, and/or broken (not covered under warranty) Leased Computing Assets, or for any Leased Computing Assets County will not be able to timely return to the Leased Computing Asset Supplier Vendor – for example, if Leased Computing Assets are on a litigation hold, or if County wants to keep a stock of extra computing equipment and accessories. County shall maintain its proof of payment for three years after payment of Lease Buyout fee and immediately provide State with proof of payment.
 1. The County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the County damages the Leased Computing Asset in a way that is not covered by the standard Leased Computing Asset Supplier Vendor warranty.
 2. The County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the

- County loses or is unable to recover the Leased Computing Asset before the end of the three year lease cycle.
3. The County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the Leased Computing Asset is stolen and determined to be unrecoverable by the end of the three year lease cycle.
- iii. Renewal Lease Fee at the End of the Three Year Lease Cycle or the County Allocation will be reduced by the renewal lease fee established by the Leasing/Financing Vendor for the term the Leased Computer Assets are kept by the County. In no event will the renewal lease fee exceed the Buyout fee. County shall maintain its proof of payment for three years after payment of Lease Buyout fee and immediately provide State with proof of payment upon payment of the buyout fee.
- g. Leased Computing Asset Management
 - i. To practice proper Leased Computing Asset management, the County shall engage in adequate asset management practices, including but not limited to:
 1. Utilizing signed Acceptance and Installation Reports that both the State and the County shall keep on file to document what Leased Computing Assets were delivered and installed at the county.
 2. Activating every Leased Computing Asset on the Absolute Console to ensure the State and County are able to geolocate and track the Lease Computing Asset.
 3. Reconciling Acceptance and Installation Reports against both State and County records and against the HP Customer Service Portal.
 4. During the three-year lease lifecycle, the County shall continuously update the Absolute console as necessary and reconcile local records against the HP Customer Service Portal to maintain an accurate record of all Leased Computing Assets.
 5. At the end of the three-year lease period, and upon receiving refreshed Leased Computing Assets, the County shall return all expired Leased Computing assets and sign the De-installation Report. The County shall keep this record on file for future reference.
 - h. Leased Computing Asset Supplier Standard Warranty
 - i. The Leased Computing Asset Supplier currently provides a number of standard warranty features for every Leased Computing Asset, including remote problem diagnoses and support, onsite hardware support, replacement parts and materials, and general service and coverage guarantees.
 - ii. The Leased Computing Asset Supplier currently provides repair and replacement for operational failure or part failure that occurs during the normal functioning of the device.
 - iii. The Leased Computing Asset Supplier currently does not provide Accidental Damage Protection for Leased Computing Assets. Accidental Damage protection is defined as operational or mechanical failure caused by an accident from handling which occurs in the course of the normal intended use of the Leased Computing Assets.

- i. Leased Computing Assets Usage
 - i. County shall ensure that Leased Computing Assets will be utilized exclusively by the program staff for which the computer devices were ordered and funded and only for activities that support that program.
- j. Support by County Personnel
 - i. County shall designate, maintain, and fund at least one County personnel as a single point of contact to fulfill the above duties in compliance with this Agreement. The percentage of time spent by County personnel on fulfilling the duties in compliance with this Agreement is at the discretion of the County.

3. County Allocation

- a. State and County will work together to establish a methodology to determine a Leased Computing Asset budget to lease Computing Assets based on a dollar amount rather than on quantity of Leased Computing Assets.
- b. The County Budget shall be based on Leased Computing Asset quantity, rather than a dollar amount, until State and County establish the above methodology to determine a budget based on a County Leased Computing Asset dollar amount.
- c. Converting County Leased Computing Asset Allocation, based on a dollar amount rather than a Leased Computing Asset quantity, does not change any terms of this Agreement or change the way County participates under this Agreement.

4. Invoices & Payment

- a. Financial obligation to State by County under this Agreement is limited to the unpaid, obligated balance of every Leased Computing Asset Buyout Estimate for County unreturned Leased Computing Assets (unreturned for any reason) issued by Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor for a Lease Schedule entered into by the State on behalf of County for Leased Computing Asset. This Agreement formalizes the existing business practice of County financial obligation to pay Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor for unreturned, broken, lost, or stolen Leased Computing Assets:
 - i. In lieu of a Lease Buyout, the Leased Computing Assets Supplier Vendor or Leasing/Financing Vendor may implement a Lease Penalty for County unreturned Leased Computing Assets to County for not timely returning expired (past lease term) Leased Computing Assets, County agrees to pay this Lease Penalty in lieu of a Lease Buyout.
 - ii. State will make all attempts to work with Leased Computing Assets Supplier Vendor and/or Leasing/Financing Vendor to agree on behalf of County to obligate County to the lesser of a Lease Buyout fee or Lease Penalty. State is not obligated to pay any portion of the Lease Buyout fee and/or Lease Penalty.
- b. If County enters into a Lease Buyout for any Leased Computing Assets, the County is obligated to pay either the Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor directly for that Lease Buyout agreement and State is no longer obligated to pay the remaining lease fee of the unused lease term or the Service Level Option assigned to that Leased Computing Assets. See sections 2.f., 2.g, and 2.h. above.
- c. State shall not pay any amount under this Agreement to County, Leased Computing Assets Supplier Vendor, or Leasing/Financing Vendor unless payment is a



- reimbursement of a County overpayment to State or a passthrough reimbursement to County received by State from Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor.
- d. County shall pay the State for County's lease or purchase of computer device lease services beyond the County's State Allocation budget, stated within this Scope of the Work. The State shall promptly pass through any County's payments to the Leasing/Financing Vendor. Except within its role as a pass through entity, the State is not liable for County's obligations incurred under this Agreement which includes this Statement of Work. The State shall provide each County an invoice at least 30 days prior to the date the payment is due to the computer device leasing vendor. The State shall ensure that any payment to the State is paid over to the Leasing/Financing Vendor prior to the date that payment is due to the Lease/Financing vendor.

**Attachment 1 to the Statement of Work
Huerfano County Department of Social Services State Fiscal Year Allocation**

Huerfano County Department of Social Services agrees to participate in the County Leased Computer Program under the terms set forth in this Agreement by the Colorado Department of Human Services.

Huerfano County Department of Social Services agrees to an allocation of \$19,503 for the three-year lease cycle starting in state fiscal year 2022-23 and agrees to abide by the terms in this Agreement, including those terms that outline County obligations if Huerfano County Department of Social Services orders computer devices for the totality of above state fiscal year that exceeds the dollar value of the above County state fiscal year allocation.

By: _____ Date: _____
John Galusha
County Title: Chairman of the Board of County Commissioners
County Name: Huerfano County

By: _____ Date: _____
Arica Andreatta
County Title: Commissioner
County Name: Huerfano County

By: _____ Date: _____
Karl Sporleder
County Title: Commissioner
County Name: Huerfano County



MEMORANDUM

MEETING TYPE: Board of County Commissioners Meeting

MEETING DATE: October 31, 2023

ITEM NAME: Las Animas County Regional Partnership Letter of Support

SUBMITTED BY: Carl Young

SUMMARY: We received a request from Las Animas County for a letter of support for a regional outdoor recreation partnership.

RECOMMENDATION: Motion to sign the letter of support

BACKGROUND: I was made aware of this project around October 12 and have attached all of the information I have on the project. It does seem to build off of the Southern Mountain Loop and the Highway of Legends generally. If you chose to sign this letter it might be good to mention other Huerfano County stakeholders that we would expect to be involved in this partnership.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:

John Galusha, Chairman
Arica Andreatta, Commissioner
Karl Sporleder, Commissioner



Item 7r.

Board of County Commissioners

Jody Kennedy
Regional Partnership Program Manager
Colorado Parks and Wildlife
6060 Broadway
Denver, CO 80216

October 31, 2023

RE: Las Animas County Regional Partnership Grant Application

Dear Ms. Kennedy,

Huerfano County is proud to support the grant application submitted by Las Animas County to the Regional Partnership Initiative with the intent to form a regional coalition in Las Animas and Huerfano Counties. As you know, support for recreation and conservation interests have grown significantly across southeastern Colorado in recent years, only to be amplified by the establishment of Fishers Peak State Park and additional recreational opportunities across the two counties.

The intent of the Regional Partnership Initiative grant is to create additional capacity for partners to join together in addressing challenges and opportunities created by increased recreation in the region. Our organization supports this grant application because the outcomes will accomplish the following:

- Continue to build relationships amongst and between partners in order to implement on-the-ground projects;
- Identify new partners who are critical, but have been missing from the conversation to-date;
- Assist in identifying regional recreation and conservation project priorities and action steps with buy-in from regional stakeholders;
- Create greater regional understanding of recreation opportunities and how conservation goals can simultaneously be achieved;
- Provide an outline for a path forward to achieve common recreation and conservation goals in the region as well as identify roles and responsibilities;
- Ensure community members across the region are part of the planning and prioritization process; and

- Move the region from planning for economic growth related to recreation to measurable implementation.

Huerfano County is a committed partner in this work and will remain involved in this partnership, should this grant application be funded. Thank you for your consideration of this grant application and your support of our communities in southeastern Colorado.

Sincerely,

John Galusha, Chairman

Arica Andreatta,
Commissioner

Karl Sporleder, Commissioner

Lead Entity Information

Organization: [Las Animas County](#)

Website or Social Media: <https://lasanimascounty.colorado.gov/>

Type of Organization Applying: [County Government](#)

Primary Contact Name: [Phil Dorenkamp](#)

Primary Contact Title: [County Administrator](#)

Primary Contact Email Address: Phil.dorenkamp@lasanimascounty.org

Primary Contact Phone Number: [719-845-2562](#)

Lead Entity Physical Address: [200 East 1st Street](#)

City: [Trinidad](#)

State: [CO](#)

Zip Code: [81082](#)

Mailing Address (if different from physical address): [n/a](#)

Is there a Project Sponsor that is different from the Lead Entity? *This organization assumes the accounting and financial reporting responsibility for funding.* [No](#)

[Skip questions related to project sponsor]

[Upload LAC's W9] Please upload your organization's current W-9 (or your fiscal agent's W9, if using a fiscal agent).

General Coalition Information & RPI Grant Program Criteria

This application will be scored in part based on the criteria provided. Failure to provide a response to any question will reduce your coalition's score. Please read and understand all criteria, and discuss your proposal with CPW staff prior to submitting your application.

Coalition Name (proposed name if convening a new coalition) *Please provide a short, descriptive name that will distinguish your coalition.*

[some ideas below - please indicate your preference with an "x" or add additional ideas]

- [Southern Mountain Loop Outdoor Regional Partnership](#)
- [Highway of Legends Regional Partnership](#)
- [Spanish Peaks Regional Partnership](#)
- [Spanish Peaks Outdoor Coalition \(SPOC\)?](#)

Coalition Webpage URL (optional) [No website at this time, though this will be an aspiration of the group.](#)

Coalition Description

Please write a short summary of your coalition, including the purpose. You may link to websites to support this information. You will have an opportunity later to upload pertinent documents (i.e. coalition charter, guidance documents, etc.).

Convening the [\[partnership name\]](#) is an important next step to further the work already being done in Las Animas County and beyond to support recreation, conservation, and economic development goals in southern Colorado. Strong partnerships began around recreation and conservation in the region as Colorado Parks and Wildlife partnered with the City of Trinidad, Trust for Public Land, the Nature Conservancy, and GOCO to purchase and steward Fishers Peak State Park, resulting in a robust [Fishers Peak State Park Master Plan](#). From there, outdoor

recreation and conservation partners continued their partnership during the [Las Animas County Recreation and Economic Impact Study](#) (Study). A key result of this study was to formalize a partnership and continue convening broad representatives from across the region working together to improve the economic development of area through recreation and conservation efforts. This coalition, supported by the Regional Partnership Initiative (RPI), will work to convene a representative and robust partnership capable of identifying and implementing regional recreation and conservation interests in line with these existing plans and processes.

Location

Please briefly describe the geographic location and spatial extent of your coalition. *Does it reside within a region of the state (e.g. Northeastern Plains) or encompass certain counties? If you are just forming a coalition, please describe your aspirational boundaries.*

This coalition is in the process of forming. Aspirational boundaries include Las Animas County and Huerfano Counties in Colorado, and may extend beyond that to encompass other southern Colorado communities on the eastern plains.

CPW Region

Southeast

Meeting the 2050 Vision

The Colorado Outdoor Partnership's vision is that in 2050, Colorado's people and economy thrive because of our healthy lands, water, wildlife, working farms, and ranches, accompanied by improved, inclusive outdoor recreation, hunting, and angling opportunities for all.

Representation

To ensure that Regional Partnerships advance the 2050 Vision (listed above) and support a lasting collaborative effort, partner coalitions should represent outdoor recreation users, agriculture/private lands, economic development, wildlife conservation, underrepresented populations, hunting/fishing, local government, CPW, and other land management agencies.

1. List the key outdoor interest areas and sectors you are and/or intend to engage in this coalition. You may include specific organizational names or use general interest categories. Provide an estimated timeline for convening coalition members and forming a standing coalition with a set membership if one does not already exist.
2. *For Regional Partnerships who have received this grant in the past, you may provide links to current work with a description of your collaborative process to date and how you intend to address any gaps in representation.*

The partnership will focus on recreation, conservation, agriculture/private lands as they relate to sustainable economic development of the area. As of now, committed partners include Las Animas County, the City of Trinidad, Colorado Parks and Wildlife, Purgatoire Watershed Partnership, Trust for Public Land, and the Nature Conservancy.

The group is also working to secure additional partnerships in the region, including Huerfano County, South Central Council of Governments, City of Walsenburg, San Isabel National Forest, BLM, Trinidad Trails Alliance, La Veta Trails, Trinidad State College, Friends of Fishers Peak and Trinidad Lake State Parks, Friends of Lathrop State Park, and other smaller communities within Las Animas and Huerfano Counties.

Private sector partnerships such as Monument Lake Resort, Panadero Ski Corporation (Cuchara Mountain Park), agricultural interests, and Tarantula Cycles will also be invited to participate.

While many of these partners convened as part of the Process Advisory Committee as part of the Study, momentum would need to be regained and additional partners added to the conversation to truly make this a truly regional approach. If this grant is awarded, the group anticipates standing up a formal coalition within a couple months, complete with a group charter, membership, and roles and responsibilities.

While this group is not a previous Regional Partnerships grant recipient, some of the work under the DOLA-funded Study will feed directly into a broader partnership. This includes initial conversations around membership and community engagement, early action projects, and data and information on the current recreation and conservation landscape in southeast Colorado. The group will use this information as a basis for standing up the partnership and addressing gaps in representation.

Proposal Description

Please write a brief summary of your proposal for funding.

1. How will this coalition advance the statewide Outdoor Regional Partnerships Initiative and progress toward the 2050 Vision?
2. Please describe how this Initiative will strengthen your coalition and/or regional efforts to advance conservation AND outdoor recreation planning. What benefit does this funding opportunity provide to your community and partners?

At present, there is a gap of representation in the Outdoor Regional Partnerships Initiative for the eastern plains. Much of this is due to the make-up of land ownership in eastern Colorado, specifically in southeast Colorado where most of the land is privately owned. As the economic make-up of Trinidad, Huerfano, Las Animas, and the surrounding southeast Colorado communities shifts from mining and marijuana focuses, there's an opportunity to utilize recreation and conservation interests to bolster economic development while also providing community members with greater access to public lands that may not have existed before. This coalition will bring together interests from across the region to identify and implement outdoor recreation and conservation goals for this region towards a stronger, more resilient community.

The request for this proposal is \$100,000 to fund the initial convening and visioning of the group. Over a 12-month period, it is anticipated that the group will meet 8-10 times to develop a regional vision, identify gaps in participation, gather new partners, and strategize on-the-ground actions to build momentum and see the vision through. The group will review previous data and analyses from various regional studies, make recommendations on next steps, and work to identify funding opportunities towards implementation. The final deliverable includes a partnership structure and charter, partner roles and responsibilities, confirmation of geographic area served, and identification of early projects and next steps towards a region-wide strategic plan.

The Initiative can provide crucial funding to allow stakeholders to hire a facilitator as well as technical experts who know and understand the region to guide partners through the process. Given that the focus on outdoor recreation and conservation is largely new for these communities, support is needed to help partners understand what questions they should be asking, what has worked well in other similar regions across Colorado, and how to best work together to achieve common recreation and conservation goals.

This funding will also stimulate the momentum towards action that is already growing in Las Animas and Huerfano Counties - including growing interest around Fishers Peak State Park, desire to connect trail systems along the Highway 12 Southern Mountain Loop, and the opening of a local ski area in the region.

Proposal Primary Purpose

For what purpose are you applying to the Outdoor Regional Partnerships Initiative? (select one from the following)

For Partnership Capacity grants, applicants may request between \$25,000 and \$150,000 to support coalition building, facilitation, communication, administration, and coordination.

For Plan Development Grants, CPW will consider requests between \$50,000 and \$250,000 to support capacity and plan development work including public involvement, communications, research, geospatial analysis, and assessments of current conditions.

Partnership Capacity Grant

Wildlife & Natural Resources:

Please describe how this coalition will work with its stakeholders to establish high-priority land, water, and wildlife conservation needs and then collaborate to develop a region wide vision, objectives and strategies to inform a regional plan. For Regional Partnerships who have received this grant in the past, please provide links to current work and describe what has changed or evolved.

1. List information sources, tools, and/or the methodology you intend to use to inform this work.
2. Provide an estimated timeline for completing this plan (the timeline can exceed the duration of this grant application period).

The goal of the partnership is to bring together a diverse range of interests who simultaneously bring respective expertise and information to the discussion. For example, including the Purgatoire Watershed Partnership is a strategic goal in order to better understand watershed challenges and interests of agricultural users as it relates to the natural resources of the region. The partnership will also work with the Nature Conservancy, who are connected to private landowners and host their own database to support decision-making as it relates to conservation goals. Additional partners and resources might include the State Land Board, Colorado Parks and Wildlife, Department of Local Affairs, and the Colorado Outdoor Recreation Industry Office.

This process can also integrate with CPW and other partners to ensure that future recreation and land use priorities are compatible with wildlife habitat and natural resources in the region. These include substantial populations of elk, pronghorn, bighorn sheep and mule deer, vast expanses of native shortgrass prairie, and significant biological diversity and rare plant communities along the peaks and mesas. This habitat assessment work was initiated with the Las Animas County Study, and can be tailored to the region once its boundaries and priorities are determined.

Developing a plan for establishing land, water, and conservation needs will likely take more than a year beyond the scope of this grant. While the partners will begin discussing these opportunities and challenges within this grant period, the ultimate goal in the first 12 months is to build a robust partnership that relies on trust and collaboration in order to make technical deliverables easier to develop in the

future. Once the partnership boundary, participation, structure, and focus is determined, the momentum will be in place to engage in a strategic planning process.

Sustainable Outdoor Recreation

Please describe how this coalition will establish high-priority outdoor recreation needs for maintaining and improving equitable access and quality outdoor recreation experiences and then collaborate to develop a region wide vision, objectives and strategies to inform a regional plan. Please explain how the coalition will consider recreation objectives in conjunction with wildlife/natural resource objectives. For Regional Partnerships who have received this grant in the past, you can provide links to current work and describe what has changed or evolved.

1. Please list information sources, tools, and/or methodology you intend to use to inform this work (CODEX, COMap, Planning Trails with Wildlife in Mind, etc.).
2. Please provide an estimated timeline for completing this plan (the timeline can exceed the duration of this grant application period).

While recreation will be a large driver of economic growth in the region, stakeholders and partners acknowledge that conservation interests are just as important to understand and include in the planning effort. Partners will utilize recent plans including the Fishers Peak State Park Master Plan, LAC Recreation and Economic Impact Study, Highway 12 PEL, and other relevant regional resources to understand both the recreation opportunities and the conservation needs in the area. Tools like CODEX will be useful for the partners to see which trails and outdoor spaces are currently mapped, and provide information if there are changes or additions the group would like to see in the region moving forward.

Similar to a plan for conservation goals, developing a recreation plan for the region will likely take more than a year beyond the scope of the grant. The partners plan to begin identifying early priorities during this 12-month grant cycle, but a more robust plan will be developed once the partnership is fully formed and established.

Community Outreach and Involvement

Please describe how this project will involve the public and capture community input to inform the development of conservation and sustainable recreation priorities. For Regional Partnerships who have received this grant in the past, you may provide links to current work and describe what has changed or evolved.

1. Summarize your approach to informing key interest groups and the public with specific consideration for engaging communities traditionally underrepresented in outdoor recreation and conservation.

Through the Fishers Peak State Park Master Plan and the LAC Recreation and Economic Impact Study, the partners have a robust list of community members interested in conservation and recreation priorities in the region. While not all of these community members may be on the partnership committee, the partners will work together to ensure input from these groups and individuals is part of the visioning. The partners will first start by understanding priorities from the Master Plan and Study, and then seek to gather additional community feedback through events and opportunities that target underrepresented groups in the region including the agricultural community, small towns and businesses, spanish-speaking populations, indigenous communities, and youth and families. The partners will utilize community events, traditional and non-traditional media sources that are known across the region (radio, newspaper, facebook), and community leaders to ensure the group is well connected to what local stakeholders wish to see.

In addition to focusing on existing local community members, the region is growing and experiencing more tourism than ever before. Some outreach will also be conducted to visitors and tourists to better understand what they would like to see in the region with the ultimate goal of supporting sustainable economic development, habitat conservation, and outdoor recreation.

Statewide Plan Key Elements

Great Outdoors Colorado (GOCO), Colorado Parks and Wildlife (CPW), Colorado Department of Natural Resources (DNR), and the Colorado Governor's Office are developing Colorado's Outdoors Strategy, *A collaborative vision for conservation, climate resilience, and sustainable recreation*. CPW and the CO-OP have proposed Plan Key Elements to help inform Colorado's Outdoors Strategy. The intent is to use these elements as a high-level template to capture local and regional values, needs, and priorities under a shared strategy and vision.

Does your coalition agree to produce the following key planning elements outlined below?

I. Vision: Identify the vision for an established area or region. How does this vision support the State-level Vision? Does it complement [Colorado's Outdoor Principles](#)? Does the vision reflect a desired future condition for a defined area?

II. Goals & Measurable Objectives: What are the desired outcomes or goals of this collaborative effort, and how will they help achieve the regional and state-level visions? How will you measure success or progress in reaching these goals and what is the timeline?

III. Conservation Goals & Needs: What are the conservation-specific goals? What is the current situation or existing condition with private and public lands? What are the trends, threats and opportunities to achieving desired future conditions? How do these needs address equity, diversity, and inclusion? Have you captured community voices in identifying these goals?

IV. Outdoor Recreation Goals & Needs: What are the outdoor recreation-specific goals? What is the current or existing condition of outdoor recreation opportunities and infrastructure? What are the trends, threats and opportunities to achieving desired future conditions? How do these needs address equity, diversity, and inclusion? Have you captured community voices in identifying these goals?

V. Priority Actions & Projects: What are the strategies for advancing and balancing conservation and outdoor recreation goals? Can you identify geographic locations for conservation and recreation projects? What are the top priority actions and projects when considering the challenges and opportunities?

VI. Implementation & Monitoring: What are the strategies for advancing priority actions and projects? What are the funding needs to support this work? How will you measure and monitor progress over time? How will you gain community support for the local/regional planning elements?

[Please Sign on the Line Below]

Applicant Supporting Information

CAPACITY GRANT - Regional Partnerships Funding Request

Regional Partnerships Capacity Funding requests should be between \$25,000 and \$150,000. Please provide the total dollar amount of your request. You can only choose one grant category for funding.

[\\$100,000](#)

PLAN DEVELOPMENT GRANT - Regional Partnerships Funding Request

Regional Partnerships Plan Development and Research Funding requests should be between \$25,000 and \$250,000 for one to two years. Please provide the total dollar amount for your request. You can only choose one grant category for funding.

N/A

What is the duration of your project?

Maximum duration is two years (24 months). Provide your answer in months.

12 Months

[Timeline Upload] [RPI Grant Timeline Form Las Animas.xlsx](#)

[Proposed Budget Upload] [RPI Grant Budget Form Las Animas.xlsx](#)

[Letters of Recommendation (Required)]

- City of Trinidad (Jared/Steve)
- PWP (Julie)
- CPW (Crystal)
- TPL (Chandi/Jake)

[Maps (Optional)]**[Other Pertinent Documents (Optional)]**

- FPSP Master Plan
- Las Animas County Study
- Las Animas County Recommendations on Collaboration (BOCC Slides)
- Highway 12 PEL
- La Veta Trails Master Plan

By checking the boxes below, I certify that the information contained in this grant application is accurate and that my organization agrees to the following:

[\[Check Boxes\]](#)

Applicant Signature

By signing this application, you agree to have your coalition considered to join the Colorado Outdoor Regional Partnership Initiative, to advancing a state-level vision and supporting the development of a statewide plan that captures the key planning elements.

[Signature]

Las Animas County
200 E. 1st Str Room 110
Trinidad, CO. 81082



Felix M. Lopez, Commissioner
Tony C. Hass, Commissioner
Luis A. Lopez II, Commissioner

Item 7r.

October 10, 2023

Jody Kennedy
Regional Partnership Program Manager
Colorado Parks and Wildlife
6060 Broadway
Denver, CO 80216

Dear Ms. Kennedy,

Las Animas County, on behalf of our regional and community partners, is submitting this letter of interest to apply for a Partnership Capacity grant under Colorado Parks and Wildlife's Outdoor Regional Partnerships Initiative. Over the last year, our community has completed a county-wide Outdoor Recreation and Economic Impact Study to create a long-term balanced vision for sustainable outdoor recreation and community development. This process engaged many key stakeholders and community members, and has demonstrated the value and the need for long-term collaborative engagement as a region.

Our intent is to seek a Partnership Capacity grant to allow us to: a) re-convene our recent community stakeholder discussions, b) engage with regional partners outside of the county, including neighboring Huerfano County, and c) develop a community-driven process to identify and implement projects and strategies that balance meaningful wildlife conservation, outdoor recreation, equitable access, and the preservation of our cultural and agricultural heritage.

To initiate this process, we are currently working with a number of valued partners, including the City of Trinidad, Purgatoire Watershed Partnership, Colorado Parks and Wildlife, Trinidad State College, and the Trust for Public Land. We look forward to submitting a full application on November 1, that will outline our initial approach to convening a regional partnership for southern Colorado.

Sincerely,

A handwritten signature in blue ink that reads "Phil Dorenkamp".

Phil Dorenkamp

Las Animas County Administrator



MEMORANDUM

MEETING TYPE: Board of County Commissioners Meeting

MEETING DATE: October 31, 2023

ITEM NAME: Law Enforcement Center Kitchen

SUBMITTED BY: Carl Young

SUMMARY: This is a proposal from McKinstry to do the design and engineering work to bring the Jail Kitchen up to code. Staff has had a difficult time finding a contractor to work on the project. We believe that having McKinstry manage this and do the design work will encourage qualified contractors to submit bids and ensure the project is completed quickly and correctly.

RECOMMENDATION: Motion to Approve the Design and Engineering Proposal for the Law Enforcement Center Kitchen from McKinstry in the amount of \$19,500.

BACKGROUND: There are currently a stove and fryer in the kitchen. In order to be code compliant, a kitchen exhaust hood, make-up air unit, and fire suppression system will need to be installed to exhaust air when these cooking appliances are used. The exhaust hood creates a large negative pressure in the space which will be corrected and neutralized by the make-up air unit. Additionally, the cold outside makeup air will need to be conditioned. The quote from Boeck Enterprises was for the equipment only. It did not include installation of the equipment nor the engineered drawings and evaluations from mechanical, electrical, and structural engineers that demonstrate code compliance and will be required to get a permit.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:

Engineering/Design Proposal – LEC Kitchen

Project Description

This proposal is for the scope associated with the added FIMs that includes work at the Law Enforcement Center kitchen. McKinstry Engineering will provide engineering and permit drawings for the project, and evaluation of pre-selected equipment for the operation of a new makeup air unit and exhaust hood to coincide with existing electric range and fryer used by the owner.

This project includes the design for the installation of a new makeup air unit to be installed on the roof of the LEC facility. The design for the installation of a new wall mounted exhaust hood and roof mounted exhaust fan. A new fire suppression system will be installed in conjunction with the new exhaust hood system. All electrical connections will be identified and sourced by existing electrical power supplies. No utility upgrade design will be included with this scope.

Design and Engineering Services

See below for a detail description of the scope of work for each phase of the project and the related activities to achieve project objectives.

Scope includes all mechanical, electrical, and structural engineering tasks.

- Architectural modifications that may be required is excluded from the fee below.
- Kitchen consultants scoping is not included in the below scope.

CONSTRUCTION DOCUMENTS PHASE

- Finalize a Basis of Design incorporating Owner’s objectives, design criteria, and current design intent.
- Finalize calculations to support all systems being upgraded.
- Prepare a 100% Construction Documents / Permit drawing package for Owner Review and approval.
- Prepare code compliance documentation required for permit submission.

CONSTRUCTION ADMINISTRATION PHASE

- Respond to AHJ permit corrections and update design drawings as needed.
- Review of equipment submittals and shop drawings to ensure installation complies with project goals.
- Respond to RFIs in a timely fashion and support construction team with solutions for unforeseen existing conditions.
- Perform [1] site walks to observe and verify the installation meets Owner and code requirements:
- Punchlist Report at ~90-100% progress
- Work with Commissioning and Performance Verification team to deliver a smooth transition.
- Update design drawings for record based on consolidated “redline” markups provided by Construction team.
- The design team will target the following turnaround times to support the construction schedule and be responsive to the critical path.
 - Submittals: 5 business days for < 20 pages, 10 business days for > 20 pages
 - RFIs: 5 business days to review, 1 business day to reject
 - Site Observation Reports / Punchlists: 3 business days
 - Record Drawings: 10 business days from receipt of all redline markups

Engineering/Design Proposal – LEC Kitchen

Project Schedule

The following table summarizes the assumed schedule and deliverables for the scope of work described herein.

PHASE	DURATION
Construction Documents / Permit	3 weeks
Construction Administration	6 weeks

Note that a schedule delay may trigger changes to fees or durations.

Project Fees

Based on the scope of work described below, we propose the following lump sum fees to be assigned to Department 110 Engineering and Design:

PHASE	FEE
Construction Documents / Permit	\$ 16,500
Construction Administration	\$ 3,000
Total	\$ 19,500

General Assumptions, Limitations, and Exclusions

AVAILABLE INFORMATION

- This proposal is based on the availability of the following additional documentation upon NTP:
 - Digital copies (pdfs) of existing building drawings (all disciplines)
 - Design Standards or Owner's Project Requirements

SITE ACCESS AND VERIFICATION

- We will rely on the Owner or their representative to grant necessary site access to verify existing conditions.
- We reserve the right to rely on the accuracy and completeness of all information supplied by the Owner without verification of the information contained therein.

DRAWINGS AND BIM

- Drawing packages will be completed using McKinstry standards will be used in the preparation of all project drawings.
- We assume one construction document package will be issued for construction and permitting

LIFE SAFETY

- The design of or consulting on life safety systems (e.g., Fire Alarm, Sprinkler, Smoke Control) is not included in this scope of work. These services can be provided for an additional fee if desired.

ACOUSTICS

- We will employ industry best-practices regarding acoustics, but no acoustic calculations will be performed. The owner or architect may retain an acoustical consultant if specific noise levels or acoustic criteria need to be achieved.

Engineering/Design Proposal – LEC Kitchen

SITE PLUMBING AND CIVIL DESIGN

- The plumbing design includes system within the building footprint and connections to utilities within 5' of the building footprint. We assume site plumbing and civil design will be performed by others.

SCOPE OR SCHEDULE CHANGES

- Work resulting from significant changes in project requirements after acceptance of this preliminary design proposal is not included in our base scope.
- We have based our proposal on the schedule included above. Prolonged support services for construction administration if initial construction time schedule is exceeded by more than 25% would result in a request of additional funding.
- We have assumed a linear approach to the overall design. Re-work due out of sequence decision making or reasons that are not the fault of our team is not included in our base scope.

ADDITIONAL SERVICES

- Services other than those listed under the basic Scope of Services above would be individually contracted as Additional Services, in advance and in writing.

Closing

McKinstry's Engineering and Design team offers decades of experience designing and building high-performance buildings and decarbonizing MEP systems. We provide right-sized analysis of project feasibility and cost to guide investment decisions, and support project development that will help you create optimal value for each project.

We are excited about this opportunity to apply our skills to this project, and we share your commitment to making our buildings and communities better. We look forward to your feedback and to our next conversation.

Please feel free to contact me with questions at (303) 285-8583. We are available at your convenience to discuss this proposal in detail.

Regards,

Clay Herrin

Engineering Manager

Accepted By,

Signature

Date



MEMORANDUM

MEETING TYPE: Board of County Commissioners Meeting

MEETING DATE: October 31, 2023

ITEM NAME: Law Enforcement Center DX Cooling

SUBMITTED BY: Carl Young

SUMMARY: This is a proposal from McKinstry to do the design and engineering work for the conversion of the Sheriff's Office to Direct Cooling. You previously gave staff direction in a workshop on September 26 to work with McKinstry to advance this project in place of other scope at Cuchara Mountain Park.

RECOMMENDATION: Motion to Approve the Design and Engineering Proposal for the Law Enforcement Center DX Cooling from McKinstry in the amount of \$26,800.

BACKGROUND: In the 9/26 workshop we agreed on a Rough Order of Magnitude (ROM) cost of \$140K that covered everything from design to construction. At this stage, McKinstry is requesting your approval on the design fee before proceeding. This amount could be covered by removing the electrical scope from Cuchara Mountain Park, which was budgeted at \$35,53. Accepting this design fee and leaves \$8,734 that will be earmarked to use toward the construction and equipment costs of the DX cooling.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:

Engineering/Design Proposal – LEC DX Cooling

Project Description

This proposal is for the scope associated with the added FIMs that includes work at the Law Enforcement Center kitchen. McKinstry Engineering will provide engineering and permit drawings for the project.

The project scope requires the addition of DX coiling in the three (3) existing air handling units. The existing air evaporative air washers will be demolished from the units and new DX cooling coils will be added to the units. New DX condensing units will be engineered to meet current cooling requirements of the units and will be located on the roof. New refrigerant piping will be routed between new coils and condensing units.

No design work associated with existing ductwork distribution will be included in this scope. Reconfiguration of the existing air handling units is not included in this scope.

Structural support evaluation will be included in the scope.

No new electrical services design will be included in this scope. It is assumed that existing power to the building will be sufficient to accommodate the load of new HVAC equipment. New electrical power feeds will be routed to the DX condensing units from existing power panels at the building.

Design and Engineering Services

See below for a detail description of the scope of work for each phase of the project and the related activities to achieve project objectives.

Scope includes all mechanical, electrical, and structural engineering tasks.

- Architectural modifications that may be required is excluded from the fee below.

CONSTRUCTION DOCUMENTS PHASE

- Finalize a Basis of Design incorporating Owner’s objectives, design criteria, and current design intent.
- Finalize calculations to support all systems being upgraded.
- Prepare a 100% Construction Documents / Permit drawing package for Owner Review and approval.
- Prepare code compliance documentation required for permit submission.

CONSTRUCTION ADMINISTRATION PHASE

- Respond to AHJ permit corrections and update design drawings as needed.
- Review of equipment submittals and shop drawings to ensure installation complies with project goals.
- Respond to RFIs in a timely fashion and support construction team with solutions for unforeseen existing conditions.
- Perform [1] site walks to observe and verify the installation meets Owner and code requirements:
- Punchlist Report at ~90-100% progress
- Work with Commissioning and Performance Verification team to deliver a smooth transition.
- Update design drawings for record based on consolidated “redline” markups provided by Construction team.
- The design team will target the following turnaround times to support the construction schedule and be responsive to the critical path.
 - Submittals: 5 business days for < 20 pages, 10 business days for > 20 pages

Engineering/Design Proposal – LEC DX Cooling

- RFIs: 5 business days to review, 1 business day to reject
- Site Observation Reports / Punchlists: 3 business days
- Record Drawings: 10 business days from receipt of all redline markups

Project Schedule

The following table summarizes the assumed schedule and deliverables for the scope of work described herein.

PHASE	DURATION
Construction Documents / Permit	5 weeks
Construction Administration	3 months

Note that a schedule delay may trigger changes to fees or durations.

Project Fees

Based on the scope of work described below, we propose the following lump sum fees to be assigned to Department 110 Engineering and Design:

PHASE	FEE
Construction Documents / Permit	\$ 23,800
Construction Administration	\$ 3,000
Total	\$ 26,800

General Assumptions, Limitations, and Exclusions

AVAILABLE INFORMATION

- This proposal is based on the availability of the following additional documentation upon NTP:
 - Digital copies (pdfs) of existing building drawings (all disciplines)
 - Design Standards or Owner’s Project Requirements

SITE ACCESS AND VERIFICATION

- We will rely on the Owner or their representative to grant necessary site access to verify existing conditions.
- We reserve the right to rely on the accuracy and completeness of all information supplied by the Owner without verification of the information contained therein.

DRAWINGS AND BIM

- Drawing packages will be completed using McKinstry standards will be used in the preparation of all project drawings.
- We assume one construction document package will be issued for construction and permitting

LIFE SAFETY

- The design of or consulting on life safety systems (e.g., Fire Alarm, Sprinkler, Smoke Control) is not included in this scope of work. These services can be provided for an additional fee if desired.

Engineering/Design Proposal – LEC DX Cooling

ACOUSTICS

- We will employ industry best-practices regarding acoustics, but no acoustic calculations will be performed. The owner or architect may retain an acoustical consultant if specific noise levels or acoustic criteria need to be achieved.

SITE PLUMBING AND CIVIL DESIGN

- The plumbing design includes system within the building footprint and connections to utilities within 5' of the building footprint. We assume site plumbing and civil design will be performed by others.

SCOPE OR SCHEDULE CHANGES

- Work resulting from significant changes in project requirements after acceptance of this preliminary design proposal is not included in our base scope.
- We have based our proposal on the schedule included above. Prolonged support services for construction administration if initial construction time schedule is exceeded by more than 25% would result in a request of additional funding.
- We have assumed a linear approach to the overall design. Re-work due out of sequence decision making or reasons that are not the fault of our team is not included in our base scope.

ADDITIONAL SERVICES

- Services other than those listed under the basic Scope of Services above would be individually contracted as Additional Services, in advance and in writing.

Closing

McKinstry's Engineering and Design team offers decades of experience designing and building high-performance buildings and decarbonizing MEP systems. We provide right-sized analysis of project feasibility and cost to guide investment decisions, and support project development that will help you create optimal value for each project.

We are excited about this opportunity to apply our skills to this project, and we share your commitment to making our buildings and communities better. We look forward to your feedback and to our next conversation.

Please feel free to contact me with questions at (303) 285-8583. We are available at your convenience to discuss this proposal in detail.

Regards,

Clay Herrin

Engineering Manager

Accepted By,

Signature

Date



MEMORANDUM

MEETING TYPE: Board of County Commissioners Meeting

MEETING DATE: October 31, 2023

ITEM NAME: Fox Theatre Design and Engineering Change Order

SUBMITTED BY: Carl Young

SUMMARY: As we have previously discussed, the General Contractor for the Fox Theatre found structural weaknesses in the trusses supporting the roof of the Fox. This has necessitated additional architectural and engineering work. The engineering firm has asked us to cover half of these additional costs to the tune of \$20,000. We are still under budget for the \$500K to you previously authorized to cover construction costs and that number includes \$200K in a DOLA EIAF grant. I recommend you allow up to \$20,000 from that \$500K to cover these additional engineering costs.

RECOMMENDATION: Motion to allow up to \$20,000 of architectural and engineering costs to be reimbursed to the Fox Theatre from the \$500K previously allocated.

BACKGROUND: The Change Order is attached as background; the Fox will sign if you approve. It might be advisable to have one of our engineers serve as an owners rep on this project.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:

October 27, 2023 (REV)

Spanish Peaks Community Foundation
Huerfano County
Colorado Preservation, Inc.

Re: Fox Theatre – Add Service
Structural Engineering

Dear Carl, Mike, and Kate:

Form+Works Design Group has prepared this request for approval for Additional Services for the Fox Theatre Building project in Walsenburg, Colorado. This request was prepared in response to the contractor's discovery of unforeseen structural conditions in the attic. Once safe access was available into and throughout the attic space and materials were moved out of the way, the contractor identified fractures / partial failures in two of the roof truss's top and bottom chords, which were not visible during design investigations.

The structural engineer, JVA, has provided updated shoring requirements in response to the new discoveries. This direction was provided under their in-place Construction Administration contract. The unforeseen conditions noted above necessitate that JVA redesign the truss strengthening treatments and update the structural drawings. This effort falls outside their base Construction Administration contract.

The structural engineer expended more than double their fees in the design phases. To date, they have spent more than four times their current contracted Construction Administration fees, included in the current Architectural and Engineering contract executed August 23, 2023, developing updated shoring requirements and coordinating truss design concepts with the contractor and with Form+Works Design Group. This preliminary truss design work has included multiple iterations that followed the contractor's guidance to accommodate material availability, costs, and schedule concerns.

It is the design team's hope that the frequent discussions/coordination with the contractor and the multiple iterations of the preliminary design will result in minimal construction cost changes as a result of the discovery of the unforeseen conditions. For example, initial input from the contracting team indicated that the simplest structural design solution, first proposed by JVA, would add more than \$100,000 to the project cost. As a result, JVA explored another in-place strengthening concept before pivoting to the final solution that was endorsed by the contractor. The collaborative redesigning effort focused on alleviating cost and schedule burdens to keep the project viable. Preliminary discussion with the contractor during this process indicated that the final solution may be equal to the original anticipated cost of the structural work or even a cost savings on the construction side of the project.

In addition to time spent designing, the time spent coordinating and documenting decisions and direction has been significant for the A/E team. Form+Works has spent considerable time beyond their assumed Construction Administration fee attending and documenting meetings with the structural engineering team, the contractor, and the Owner in order to facilitate a solution that works well for the entire team and the project as a whole.

With the awareness that the project is reliant on grant funding and the Owner has already seen change orders from the contractor which have impacted the project budget, the design team is proposing to split the additional costs associated with this additional work with the Owner. The requested additional fees listed below represent approximately half of the additional fees spent or anticipated to be spent due to the changes to the project scope.

Based on the above information, the design team respectfully requests the following additional fees be added to the existing Construction Administration contract associated with State Historical Fund grant 23-02-029. As noted above, this amount represents 50% of the fees expended, or anticipated to be expended, by the design team for this effort.

<i>JVA, Inc. Structural Engineering</i>	\$20,000.00
TOTAL ADD SERVICE AMOUNT REQUESTED	\$20,000

Note that Form+Works will track and invoice against the construction administration contract for State Historical Fund grant 21-M2-023 to absorb the overage on the Architectural Construction Administration associated with the project.

We are appreciative of continuing to work with you on this project. If you have any questions concerning this proposal, we are glad to discuss them with you.

Sincerely,
Form+Works Design Group, LLC

Accepted By:



Jessica Reske, AIA, LEED AP

President

Name

Date

JVA Construction Administration Services Budget Report				
<i>Task</i>	<i>Contract Amount</i>	<i>Spent to Date</i>	<i>Anticipated</i>	<i>Delta</i>
CA – Shoring	\$5,562	\$18,741	\$0	\$13,179
Truss Repair Concepts	\$0	\$6,776	\$0	\$6,776
Anticipated Truss Repairs – Formal Issue as ASI 01	\$0	\$0	\$12,000	\$12,000
Anticipated Site Visits, Field Reports, and Submittals	\$0	\$0	\$8,000	\$8,000
CA TOTAL	\$5,562	\$25,517	\$20,000	\$39,955

Note that the above table only includes Construction Administration services for JVA, Inc. Structural Engineering. It should be noted that the Structural Engineering budget for Design Services is also over budget, but no additional fee is being requested at this time.

A table of Structural Design Fee Data for the Design Phase of the project is below for reference.

JVA Design Services Budget Report				
<i>Task</i>	<i>Contract Amount</i>	<i>Spent to Date</i>	<i>Anticipated</i>	<i>Delta</i>
Construction Documents	\$13,300	\$32,810	\$0	\$19,510
Construction Documents for PV	\$4,000	\$8,319	\$0	\$4,319
DESIGN TOTAL	\$17,300	\$41,129	\$0	\$23,829

PURCHASE ORDER

Huerfano County

Purchase Order#: 168

Purchase OrderDate: 10/30/2023

**Vendor: CRAWFORD, MURPHY AND TILLY / 8404
1627 MAIN STREET
KANSAS CITY, MO 64108**

Ship To: 401 Main Street -
Walsenburg CO, 81089

Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
ESTIMATE FOR S.P.A	1	\$5,860.00	\$5,860.00	004-45100-51735
TOTAL:			\$5,860.00	

NOTES:

INDEPENDENT FEE ESTIMATE FOR SPANISH PEAKS AIRPORT AIRFIELD LIGHTING AND SIGNAGE. THIS INCLUDES A PREVIOUSLY APPROVED IFE, WHICH IS NO LONGER VALID BECAUSE FAA MADE US REBID THE PROJECT.

APPROVALS:

Approving Authority: _____

Budget Officer: _____



June 6, 2023

Carl Young
Huerfano County Administrator
401 Main Street, Suite 302
Walsenburg, CO 81089

*Re: Independent Fee Estimate (IFE)
Design Services
Spanish Peaks Airport
Airfield Lighting and Signage*

I have attached for your review our fee proposal for the above referenced project at the Spanish Peaks Airport.

This estimate is based upon the scope of services that you provided in your email on 6/6/23. Specifically, to conduct IFE's for work associated with Design services for the upcoming Airfield Lighting and Signage project.

For this effort we are proposing a lump sum fee of **\$2,930**. A cost breakdown is included on the following page.

If you have any questions, please feel free to contact me at 720.563.9186 or by email at thorn@cmtengr.com

Sincerely,
Crawford, Murphy, and Tilly, Inc

A handwritten signature in black ink, appearing to read "Tyler Horn", is written over a light blue horizontal line.

Tyler Horn, PE
Aviation Project Manager

CRAWFORD, MURPHY & TILLY, INC.
 CONTRACT ATTACHMENT - EXHIBIT A - 2023 PROFESSIONAL SERVICES COST ESTIMATE

CLIENT SPANISH PEAKS AIRPORT
 PROJECT NAME IFE - AIRPORT LIGHTING AND SIGNAGE
 CMT JOB NO. N/A

Prep By	TGH
DATE	06/06/23
Approved by	AJB
DATE	06/06/23

TASK NO.	TASKS \ CLASSIFICATIONS	MAN HOURS & LABOR SUMMARY												TOTAL
		Principal	Proj Mgr II	Scientist I Proj Eng II Proj Envr Scien II	Proj Mgr I Proj Structural Eng I	Sr. Structural Eng I Sr. Architect II	Sr. Technician II	Aerial Mapping Specialist	Sr. Eng I Sr. Structural Eng I Land Surveyor	Technical Manager III Sr. Arch I	Sr. Technician II	Eng I Arch I	GIS Specialist Struc Eng I	
	CURRENT YEAR 2023 HOURLY RATES	\$275	\$265	\$230	\$215	\$190	\$185	\$185	\$170	\$165	\$165	\$140	\$120	TOTAL
1	Prepare Manhour Estimate Based on Scope			4				8						12
2	Review Estimate		2											2
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														
	TOTAL MAN HOURS		2	4				8						14
	SUBTOTAL - BASE LABOR EFFORT		\$530	\$920				\$1,480						\$2,930
	TASKS (CONTINUED)	TOTAL LABOR EFFORT	DIRECT EXPENSE & REIMBURSABLES										TOTAL FEE	
			TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIP-MENT	MISC	SURVEY MTL	SUBS	SUBS ADMIN	OTHER EXP	OTHER EXP	TOTAL EXPENSE	TOTAL FEE
1	Prepare Manhour Estimate Based on Scope	\$2,400												\$2,400
2	Review Estimate	\$530												\$530
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														
	TOTALS	\$2,930												\$2,930
	TIME PERIOD OF PROJECT	2023	2024	2025	2026	TOTAL	EST % OF OT HRS INCLUDED ABOVE AVERAGE OVERTIME RATE PREMIUM					15%	MULTI-YEAR + OT MLTPLR & AMT	
	PERCENTAGE OF WORK TO BE PERFORMED BY YEAR	100%				100%	OT ADJUSTMENT FACTOR					1.0000		
	WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT	1.0000				1.0000								
	ESTIMATED CONTINGENCY													
	ROUNDING													
	TOTAL FEE	MATH CROSS CHECK IS OK										\$2,930		



Cuchara Foundation
137 Cuchara Ave, East
Cuchara, Colorado 81055
CucharaFoundation@gmail.com

10/12/2023

Commissioner Galusha
Commissioner Andreatta
Commissioner Sporleder
Carl Young, County Administrator
401 Main Street
Walsenburg, CO 81089

Subject: Request for Transfer of Ownership of Cuchara Mountain Park to the Cuchara Foundation

Dear Commissioners,

We are writing on behalf of the Cuchara Foundation, a community-based organization dedicated to the preservation, enhancement, and sustainable development of Cuchara's natural and cultural resources.

Over the years, Cuchara Mountain Park has played an invaluable role in our community, serving as a hub for outdoor activities, community gatherings, and environmental education. The park's rich history, diverse ecosystem, and unique character make it an irreplaceable asset for residents and visitors alike.

The Cuchara Foundation is deeply committed to preserving the essence of this park and ensuring its continued relevance and utility for future generations. To this end, we humbly request the transfer of ownership of Cuchara Mountain Park from the county to the Cuchara Foundation.

Here are a few reasons we believe this transition would benefit both the park and the larger community:

1. **Dedicated Focus**: As a foundation specifically invested in the well-being and progress of Cuchara, we can dedicate our full attention and resources to the park, ensuring its upkeep and development align with community needs and values.
2. **Community Engagement**: Our deep ties with local residents, businesses, and institutions mean that we can foster greater community involvement in decision-making processes, programming, and volunteer efforts related to the park.
3. **Environmental Stewardship**: With a dedicated focus on preserving the natural beauty of Cuchara, our foundation is uniquely positioned to undertake initiatives that prioritize environmental conservation and sustainable practices in the park.
4. **Cultural Programming**: Our foundation has consistently emphasized the cultural and historical significance of Cuchara. Owning the park would provide us with the platform to introduce educational programs, historical events, and community celebrations that resonate with the park's history and the community's shared heritage.

While we believe that the transfer of ownership would bring numerous benefits, we also recognize and deeply appreciate the efforts the county has invested in maintaining and managing the Cuchara Mountain Park over the years. We are eager to build upon this foundation, ensuring that the park continues to thrive as a community treasure.

Thank you for your time and consideration. We genuinely believe that the efforts of the Cuchara Foundation can ensure the continued growth, prosperity, and preservation of the Cuchara Mountain Park for generations to come.

Respectfully,

The Cuchara Foundation Board



Huerfano County EPC Progress Report – October 2023

PROJECT OVERVIEW

Through a guaranteed energy savings performance contract with McKinstry, Huerfano County is expected to save \$56,613 in utility costs annually and the county’s energy use is expected to decrease by 26% once improvements are implemented in 2023 and 2024. The \$3.2 million project included county capital, a \$750,000 DOLA EIAF grant, \$112,000 Inflation Reduction Act direct payment, and a USDA financing package at 0% interest over 10 years, as well as one-time rebates on specific projects.

COMPLETED FACILITY IMPROVEMENT MEASURES

- FIM 01.03 WRBS High Efficiency Furnace..... 10/09/23
- FIM 01.03 OJM High Efficiency Furnace.....10/18/23
- FIM 04.02 OJM Seasonal Temperature Setback.....10/18/23
- FIM 13.01 Air Sealing and Weather Stripping.....8/9/23
- FIM 13.06 HC4H Fans.....7/31/23
- FIM 18.01 Domestic Water Upgrades.....7/22/23
- FIM 20.03 WCC Permanent Ladder.....8/16/23
- FIM 20.04 LEC Roof Hatch Safety Rails..... 8/22/23

IN PROGRESS FACILITY IMPROVEMENT MEASURES

- FIM 01.04 GW1 Remove Electric Unit Heater.....November 2023
- FIM 03.01 WCC Replace Rooftop Units.....ETA 11/17/2023
- FIM 03.01 WSS Replace Rooftop Units.....ETA 11/24/2023
- FIM 09.01 Interior and Exterior Lighting.....ETA 11/24/2023
- FIM 10.01 Solar Photovoltaic Systems.....Waiting for Meter Connection
The four solar photovoltaic systems are installed. Three are on hold waiting on meter connection and all four will need final commissioning.
- FIM 13.05 WCO Gutter Repair..... ETA 11/17/2023
- FIM 22.01 powerED..... July 2024
powerED includes utility tracking through the Reveal Performance Dashboard for 3 years and will launch mid-November. Community and staff communications and engagement through July 2024 is included as well.
- FIM XX.XX Facility Condition Assessment.....ETA 11/17/23
An on-site Facility Condition Assessment (FCA) was completed in July 2023. FCA data is being analyzed and will be uploaded to the Reveal Performance Dashboard for county use later this fall.

SCHEDULED FACILITY IMPROVEMENT MEASURES

- FIM 04.01 DAO Network Programmable Thermostat.....Nov 2023
- FIM 04.03 JUD Weekend Temperature Setback.....Nov 2023
- FIM 04.05 WCO Update/ Repair Trane Controls.....Nov 2023

PROJECT SNAPSHOT

This \$3.2 million project is expected to produce the following based on the original FIM list:

ENERGY SAVINGS



26%

SAVINGS GUARANTEED



\$56,613

SOLAR PANELS INSTALLED



212

FACILITY IMPROVEMENT MEASURES



18



Huerfano County EPC Progress Report – October 2023

Item 8a.

- FIM 22.03 Commissioning.....Ongoing 2023

ON HOLD OR CANCELLED FACILITY IMPROVEMENT MEASURES

- FIM 03.02 LEC Refurbish Air Handling Units..... On Hold, ETA Dec/Jan
Due to the occupants' continued discomfort at the Law Enforcement Center, the County has decided to reallocate funds within the contract toward restoring effective heating and cooling in this building. Instead of refurbishing the existing evaporative media in the AHUs at Law Enforcement, they will be upgraded to utilize DX mechanical cooling. The building's automation system will also be recommissioned in this effort to ensure conditioned air is reaching all occupants.
- FIM 11.01 CPB Repair Electrical Service..... Cancelled
All funds allocated for this FIM will be moving towards the new improvements being made at the Law Enforcement Center.

The two measures in this section do not have associated savings and will not affect the performance guarantee.

Questions?

Ann Gallogly
McKinstry
Project Manager, Technical Services
anng@mckinstry.com
720.577.2016

Shayli Volk
McKinstry
Project Manager, Construction
shayliv@mckinstry.com
303.586.4031



TECHNICAL UPDATE

Volume 27 Number 42 | October 17, 2023

SECURE ACT 2.0

The [SECURE Act 2.0](#) was signed into law on December 29, 2022, and builds upon retirement legislation enacted at the end of 2019. SECURE stands for Setting Every Community Up for Retirement Enhancement. The law is designed to substantially improve retirement savings options, including 401(k)s and 403(b)s, in the United States.

The legislation contains 92 new provisions to promote savings, boost incentives for businesses, and offer more flexibility to those saving for retirement. Below is a short list of some of the changes that will be implemented in the next three years:

AUTOMATIC ENROLLMENT AND PLAN PORTABILITY

Businesses adopting new 401(k) & 403(b) plans will be required to automatically enroll eligible employees and start with a minimum 3% contribution rate, increasing by 1% every year until the contribution hits 10% annually.

STUDENT LOAN DEBT

Employers will be able to count student loan payments as matching payments into employer sponsored retirement programs.

EMERGENCY SAVINGS

Employers have the option to offer to their non-highly compensated employees pension-linked emergency savings accounts. Employers may automatically opt employees into these accounts at no more than 3% of their salary, and the portion of an account attributable to the employee's contribution is capped at \$2,500. The first four withdrawals from the account each plan year will not be subject to any fees.

UNUSED 529 BALANCE

After 15 years, any unused balance of a 529 savings plan may be rolled over into a Roth IRA for your beneficiary.

REQUIRED MINIMUM DISTRIBUTIONS (RMDs)

The age to start taking RMDs increased to age 73 in 2023 and will increase to 75 in 2033. The penalty for failing to take an RMD decreased to 25% of the RMD amount, from 50% currently, and 10% if corrected in a timely manner for IRAs. Starting in 2024, RMDs will no longer be required from Roth accounts in employer retirement plans.

PENALTY FREE EARLY WITHDRAWAL

Certain circumstances now allow for early withdrawal without penalty. Examples include victims of domestic abuse, terminally ill individuals, and adoption or a qualified birth.

ROTH CONTRIBUTION REQUIREMENT

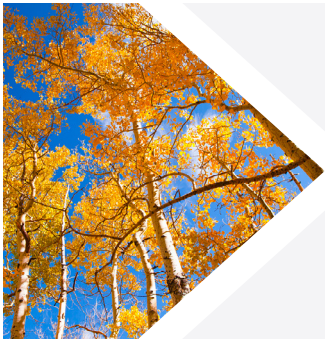
Individuals who earn an annual income of \$145,000 and make catch-up contributions to an employer sponsored retirement plan, like a 401(k), will have to instead put that money into a Roth IRA account.

CATCH-UP CONTRIBUTION RATES

Individuals aged 60 through 63 will be able to make a maximum of \$10,000 in catch-up contributions annually to their 401(k) accounts. The increased amounts are indexed for inflation after 2025 and are effective for taxable years beginning after December 31, 2024.

WHAT THIS MEANS FOR COUNTIES

CTSI recommends reaching out to your financial plan administrator or personal financial advisor if any of the changes presented in this Technical Update pertain to you, could benefit your employees, or you want to learn more about the new provisions included in the SECURE 2.0 Act.



TECHNICAL UPDATE

Volume 27 Number 41 | October 10, 2023

WILDFIRE MITIGATION

As more people build homes, operate businesses, and vacation in areas where natural vegetation meets human existence, wildfire threats to life and property increase. Wildfire mitigation actions are on-the-ground treatments of properties implemented to reduce the chance of a wildfire causing damage. The [Colorado State Forest Service](#) (CSFS) is the lead state agency for mitigation expertise and develops educational materials and supports programs that help residents and communities take action to reduce their wildfire risk.

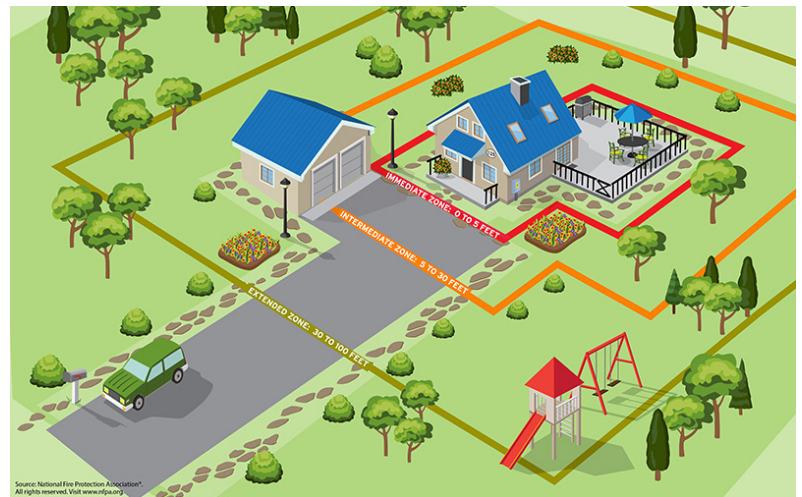


SMOKEY THE BEAR

Do you remember the commercials with Smokey the Bear? Created in 1944, the Smokey Bear Wildfire Prevention campaign is the longest-running public service advertising campaign in U.S. history, educating generations about their role in preventing wildfires. Smokey Bear began to attract commercial interest and in 1952 an Act of Congress passed which placed him under the control of the Secretary of Agriculture. The Act provided for the use of collected royalties and fees for continued wildfire prevention education. Though he has already accomplished so much, Smokey's catchphrase "Only You Can Prevent Forest Fires," is more important than ever.

CONFRONTING THE WILDFIRE CRISIS

The topic of fire mitigation has risen to one of the top priorities for our national insurance carriers. As we move from one of the wettest years in recent history, we can agree that Colorado has had a slower fire season. Seeing all the new growth and regeneration of even the burn scar areas is impressive. With this growth, we often forget the importance of fire mitigation and preparedness. We know that the beautiful green growth will dry out and can cause an easily ignitable fire. In many instances, our members are the first to help educate their communities about fire safety and the County also takes a lead in firefighting efforts.



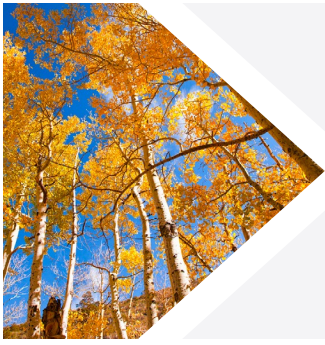
The Federal Emergency Management Agency (FEMA) released its [Marshall Fire Mitigation Assessment Team \(MAT\) Report](#) in June 2023. The summary is thorough and highlights 54 recommendations to reduce wildfire potential losses. It also has several supportive guides to assist in executing these recommendations. Considered Colorado's most destructive fire, we are reminded by the Marshall Fire that a wildfire is "wild" and can consume buildings, equipment, and neighborhoods as fast as trees. We also have the reality that this is not just a fire for remote areas or in the mountains. Some of the basics of fire preparedness and mitigation for structure protection are consistent throughout various entities: US Fire Administration, the National Fire Protection Agency (NFPA), and the National Wildfire Coordinating Group (NWCG). The general approach is creating defensible space and solutions for each zone based on distance from the structures (see above).

MITIGATION MAINTENANCE TIPS

- Before a wildfire threatens your area, follow the tips below for in and around your home or office:
- Clear leaves and other debris from gutters, eaves, porches and decks.
 - Remove dead vegetation and other items from under your deck or porch, and within 10 feet of the house.
 - Screen or box-in areas below patios and decks with wire mesh to prevent debris and combustible materials from accumulating.
 - Prune trees so the lowest branches are 6 to 10 feet from the ground.
 - Keep your lawn hydrated and maintained. If it is brown, cut it down to reduce fire intensity.
 - Replace or repair roof shingles and tiles that are loose or missing to prevent ember penetration.
 - Cover exterior attic vents with metal wire mesh no larger than 1/8 inch to prevent sparks from entering the home.

WHAT THIS MEANS FOR COUNTIES

CTSI recommends understanding fuel loads and the types of ember flows to determine mitigation efforts and priorities. This can be accomplished by having a comprehensive Community Wildfire Protection Plan (CWPP) conducted for each community and collectively for the County. Entities like the [Ember Alliance](#) can conduct and help build a CWPP. CTSI also has a Loss Control Specialist on staff who is an NFPA Board Certified Fire Protection Specialist to assist, if needed.



TECHNICAL UPDATE

Volume 27 Number 43 | October 24, 2023

HOSTILE WORK ENVIRONMENT

Ms. Johnson worked for her employer for nearly three years before the harassment started. At that time, the work environment began to change when one employee started verbally harassing her and a co-worker. Another employee shared that the abuser did not approve of women in the workplace. About four months later, the employer was notified of the verbal harassment, which included making “oink, oink” and barking noises, inappropriate personal comments, and other sexual harassment.

The plaintiff informed both the office manager and plant manager yet heard nothing about the result of her complaint. She then expressed concern to her direct supervisor, Mr. Smith, who said the employee was told not to go near her. Within two weeks after Ms. Johnson’s complaint, the verbal harassment started again, continuing to worsen over a period of 18 months. It was only after another meeting and an escalated complaint to managers and the HR director that an investigation was launched.

As the investigation started, Ms. Johnson was off work for a death in the family. Upon her return, the harassment shifted to retaliation for her grievance, with other team members calling her a “liar” and making rude noises toward her. The plant manager told her she could avoid the staff break rooms and walk to another floor to use the restroom to avoid the harassment, but she said this was not viable. Ms. Johnson quit and filed suit.

The court found that the supervisor’s response to her further complaints were “negligible”. The court also discounted the attempts by the defendant’s attorney to make Ms. Johnson out as a liar, and under the stringent five-part test of proof that the plaintiff was required to meet, the court found the employer had constructive knowledge of the hostile conditions and failed to protect Ms. Johnson from an environment that forced her to quit.

While hopefully situations like this are rare, it is important to take proactive steps to limit the development of a hostile work environment and to respond quickly and responsibly to any such complaints.

TIPS FOR COUNTIES

1. Investigate promptly all complaints and verify the validity of witnesses’ information.
2. Take immediate action to definitively prevent further harassment or retaliation, even if it ultimately requires removing harassers from their jobs.
3. Inform the complainant that you have undertaken an investigation, whether the complaint was substantiated or not, and the respondent was reminded of the policy or warned. Tell the complainant that subsequent behavior is to be reported promptly if it has not ceased.
4. Follow up with all employees, to ensure that those involved understand their obligation to report continued harassment or retaliation, and to refrain from engaging in that behavior themselves.
5. Document the actions that you have taken and follow up with more effective discipline if employees do not cooperate or if they are insubordinate.
6. Employers do not have to tell the complainant if the respondent was ultimately disciplined under Colorado Open Records Act protection for personnel records.
7. Under the POWR Act, inappropriate actions need not be severe or pervasive to be considered unlawful in Colorado.



WHAT THIS MEANS FOR COUNTIES

A hostile work environment can be a challenging and stressful situation to deal with. It’s important to recognize the signs of a hostile atmosphere, which may include harassment, intimidation, aggression, or bullying from peers, supervisors, contractors, or customers. According to the United States Equal Employment Opportunity Commission (EEOC), workplace harassment is discriminatory behavior related to a unique identifier, such as race, religion, sexual identity, gender, age, or disability. For questions, contact CTSI at (303) 861-0507.

DATE: October 16, 2023; 10:15 am – 11:15 am

WORK IN PROGRESS: Installation of replacement stone

PRESENT AT SITE: Mike Madone/Mountain Masonry; Danielle Lewon/SHF; Tim and Kris Hoehn/HAPC

DISTRIBUTION: All present; Carl Young, Kim Trujillo/Huerfano County; Donald Harvey/ANA; Kate McCoy/CPI

NOTES/OBSERVATIONS:

1. The replacement and refacing of the stone on the north face of the tower is underway. The stone at the bottom of the wall has been installed, ready for retooling and repointing. (See Photo #1.) Stones remaining to be installed include the lintel above the main level window and the stones immediately below the tower cornice.
2. The replacement and refacing of the stone on the north end of the east elevation, including the belt course, is also underway. Some of the stones appear quite brown, which will be lightened with sand blasting, similar to the treatment proposed and approved at the first site visit.
3. A question arose about a treatment specified for a stone at the southernmost main level window on the north side of the east elevation; the stone in question is located immediately below the lintel stone. The drawings show two stones rather than one, with the shorter stone adjacent to the window; in addition, the drawings call for the shorter stone to be both refaced and pinned to the longer stone. However, the treatment will require a deep reface for the single stone, given its location at the window jamb. The masons asked that the stone not be pinned since it will require a deep reface and is one stone rather than two. The proposed change was approved with the condition that the lintel stone be shored prior to refacing the stone in question. (See Photo #2.)



Photo #1: The stones at the bottom of the north tower wall have been replaced. Remaining required effort includes retooling the radiused water table stones and repointing.



Photo #2: The south bearing stone at this window will receive a deep reface. No pinning is required. However, the lintel stone should be shored prior to refacing.

4. Some of the water table stones with radiused tops, located above the garden level windows, have been installed; the execution of the tool marks that duplicate the original are underway. (Re: Photo #3.) Mike noted that the replacement stone is much harder than the original.

5. The color of the replacement flashing required at the second floor balcony was selected. Rather than matching the existing dark brown flashing, the replacement flashing will more closely match the color of the stone. The color “Surrey Beige” was selected. (See Photo #4.)



Photo #3: The process for achieving tool marks similar to the original on the radiused top surface of this stone is being tested here.



Photo #4: The sheet metal flashing required at the second floor balcony will closely match the color of the stone.

- 6. A small sample of the Jahn M70 patching mortar to be used at the main entry columns was available for review. It was approved. (See Photo #5.)
- 7. The repointing of the stone at the south end of the east elevation is mostly completed. The stones at the bottom of the southeast corner will be replaced when the next shipment of stone is delivered. (Re: Photo #6.)

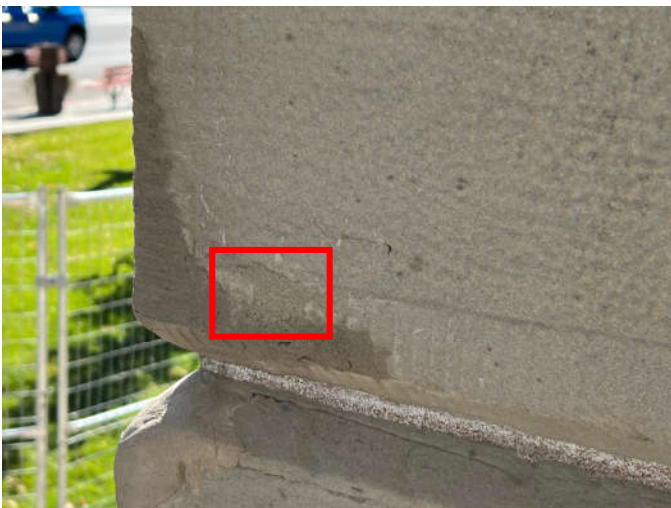


Photo #5: A new sample of patching mortar was available for review and approval.



Photo #6: The stones at the bottom of the southeast corner still require replacement. The water table stones above the garden level windows are in poor condition.

8. It was observed that the water table stones with radiused tops, located above the garden level windows at the south side of the east elevation, are in poor condition. (Re: Photo #6.) No treatment was specified on the drawings for this course of stone. Mike is going to provide pricing for the fabrication and installation of the deep refacing of these stones. An amount of \$37,808 remains in the contingency budget.
9. The required work at the first and second floors of the tower's east face, including the plaster sign, will occur next. The reconstruction of the main entry's cheek walls will be addressed last. Mike anticipates that the project should be completed by year's end.



Photo #7: Guardrails are needed along the north and south sides of the main entry porch. Their design should match the existing railing system.

10. Earlier during construction, Carl requested that guardrails be installed at the north and south sides of the main east entry. The new guardrails should match the existing railings. (Re: Photo #7.) Mike offered to put together a budget for their fabrication and installation. Since the guardrails are not part of the SHF scope of work, the cost will have to be borne by the County.

End of Field Report No. Four

Spanish Peaks Harp Retreat
c/o Nancy Joroff
343 Hemlock Circle
Lincoln, MA. 01773

Huerfano County Colorado
Board of County Commissioners
401 Main St., Suite 302
Walsenburg, CO 81089

On behalf of the Spanish Peaks Harp Retreat Board, I would like to thank the County for waiving the fee for the Community Centre this past September. We had a wonderful retreat and we owe a special thanks to Lester Berry who made it all so easy for us. We hope this small contribution can be used by the Community Centre .

Sincerely,

A handwritten signature in cursive script that reads "Nancy Joroff". The signature is written in black ink and is positioned below the word "Sincerely,".



U.S. Department
of Transportation
**Federal Aviation
Administration**

Office of Airport Safety and Standards

800 Independence Avenue, SW
Washington, DC 20591

October 3, 2023

Dear Airport Sponsor:

This letter provides information for the use of unmanned aircraft systems (UAS) in dispersing wildlife at an airport, and related permitting requirements under the Airborne Hunting Act (AHA), in conjunction with an airport's Part 139 Wildlife Hazard Management Plan or wildlife program. Prior to operating UAS for the purpose of dispersing wildlife, UAS operators shall:

- Coordinate with the airport operator or sponsor.
- Have an approved airspace authorization and other necessary approvals as needed.
- Contact respective regional U.S. Fish and Wildlife permitting offices.

Due to the nature of the technology, the FAA has specific requirements and guidance addressing operating requirements, registration, pilot and certifications, as well as waivers and airspace authorizations for UAS. More information about airport sponsor coordination of UAS and their types of operations at an airport is available in the letter dated October 19, 2022, to airports regarding policies and general best practices for UAS activities on airports.¹

Although infrequently tested for wildlife applications, the varied characteristics of UAS and their capabilities have the potential to be used as a wildlife mitigation tool. Prior to the use of UAS for this type of application, the Office of Airports is informing airport sponsors and stakeholders that the AHA¹ generally prohibits harassment of wildlife from any aircraft. For the purposes of the AHA and its regulations, an aircraft includes “any contrivance used for flight in the air.”

If an airport sponsor plans to use an unmanned aircraft systems to disperse wildlife at an airport, it is important to understand that regulations of the AHA describe the—

“prohibition against shooting or harassing of wildlife from any aircraft, provide the requirements for the contents and filing of annual reports by the States regarding permits issued for such shooting or harassing, and provide regulations necessary for effective enforcement of the Fish and Wildlife Act of 1956 as amended.”

Below are exclusions to the regulation explaining that:

- A. A person may fall under an exception to the AHA's general prohibition of harassing wildlife from aircraft. In order to fall within an exception, regulation 50 CFR 19.12 states that the person must—

¹ Letter to Airport Sponsors about Policies and Best Practices for UAS Activities on Airports:
https://www.faa.gov/airports/new_entrants/on_airport_operations/airport_sponsor_letter_sUAS.

1. Be acting within the scope of their official duties as an employee or authorized agent of a state or the United States to administer or protect land, water, wildlife, livestock, domesticated animals, human lives or crops; OR
 2. Is acting within the limitations of a permit referred to in 50 CFR 19.21 or 50 CFR 19.31.
- B. People who are not covered in Paragraph A may fall under an exception. Those not acting within the scope of their official duties as described above could fall within an exception if the person is acting within the limits of a permit described under 50 CFR 21.100². To meet this requirement, the person must acquire or amend the appropriate Federal or state permit in order to meet the terms of the exception under the AHA. Permits must include a condition to use UAS for mitigating wildlife.
1. Federal Permit – Migratory Bird Depredation Permit³ 50 CFR 19.21 states: “No Federal permits will be issued to authorize any person to hunt, shoot, or harass any wildlife from an aircraft, except for Federal permits to scare or herd migratory birds referred to in § 21.100 of this subchapter.”
 2. State Permits – 50 CFR 19.31(a) states: “Except as provided in § 19.3, States may issue permits to persons to engage in airborne hunting or harassing of wildlife for purposes of administering or protecting land, water, wildlife, livestock, domestic animals, human life or crops. States may not issue permits for the purpose of sport hunting.”

Those individuals who may not need a permit under the AHA to utilize unmanned aircraft for dispersing wildlife at an airport may be required to obtain a special permit if a species is protected by the Bald and Golden Eagle Protection Act (BGEPA) and Endangered Species Act (ESA).

Anyone who is not Federal or state personnel, or their authorized agent, should contact their state office⁴ to request a state permit as per 50 CFR 19.31.

Once a permit is issued, it is recommended that sponsors coordinate with their Airport Certification Safety Inspector (ACSI) for Part 139 considerations and/or FAA Environmental Protection Specialist (EPS) for those National Environmental Protection Agency (NEPA) considerations. Please note that, while UAS can generally be used for avian dispersal, research and testing is currently being conducted within the airport environment and further guidance will be published after this research is completed.

²See 50 CFR § 21.100: [https://www.ecfr.gov/current/title-50/chapter-I/subchapter-B/part-21/subpart-D/section-21.100#p-21.100\(a\)](https://www.ecfr.gov/current/title-50/chapter-I/subchapter-B/part-21/subpart-D/section-21.100#p-21.100(a))

³See 50 CFR § 21.41; <https://www.fws.gov/forms/3-200-13.pdf>

⁴For further reference see *CertAlert No. 13-01: Federal and State Depredation Permit Assistance* at: <https://www.faa.gov/sites/faa.gov/files/cert1301.pdf>

The United States Department of Agriculture (USDA) has laid out the following standards to improve the effectiveness when mitigating bird hazards with UAS⁵:

- Recommend the use of targeted UAS flights for dispersing groups of vultures, gulls, and other hazardous avian species on the ground.
- Targeted flights should be lower for songbirds and higher for vultures and other soaring birds.
- Angle of targeted approach can include 0°, 45°, and/or 90°.
- Recommend the use of a predator UAS for the dispersal of hazardous avian species.
- Recommend the use of a fixed-wing UAS to disperse vultures quickly.
- Recommend the use of a multirotor UAS for dispersing the most vultures with the fewest targeted flights.
- Recommend the use of a predator UAS or fixed-wing for the dispersal of geese. (However, anecdotal observations from a USDA/Wildlife Services Biologist indicate that multi-rotors are useful in herding geese during molt.)
- It is possible to elicit faster reactions from vultures with flying a multirotor in a 0°-degree targeted pattern than in an overhead approach pattern.
- Flying a fixed-wing UAS overhead of vultures could elicit reaction times similar to targeted approaches.
- Repetitive nocturnal UAS flights can be used to disperse gulls from a roosting location.

Please refer to [FAA CertAlert No. 13-01, Federal and State Depredation Permit Assistance](#), dated January 30, 2013, as a resource to complement this letter and ongoing research related to the use of UAS in the airport environment for wildlife mitigation and dispersal.

If you have questions specific to wildlife management, please feel free to contact John Weller and Amy Anderson, National Wildlife Biologists, at 202-267-3778 and 202-267-7205. For questions related to the use of unmanned aircraft systems or applications at an airport environment, please contact Mike Branum, Program Manager, Airports Emerging Entrants Division, at 817-222-5669.

Sincerely,



John R. Dermody, P.E.
Director
Office of Airport Safety and Standards

⁵Blackwell, B. F., T. L. DeVault, T. W. Seamans, S. L. Lima, P. Baumhardt, and E. Fernández-Juricic. 2012. Exploiting avian vision with aircraft lighting to reduce bird strikes. *J. Applied Ecology* 49:758–766.

Egan, C., B. F. Blackwell, E. Fernández-Juricic, and P. Klug. 2020. Testing a key assumption of wildlife monitoring using drones: do birds perceive drones as risky? *Condor* 122:1–15.

Pfeiffer, M. B., B. F. Blackwell, T. W. Seamans, B. N. Buckingham, J. L. Hoblet, S., P. E. Baumhart, T. L. DeVault, and E. Fernández-Juricic. 2021. Responses of turkey vultures to unmanned aircraft systems vary by platform. *Scientific Reports* 11: 21655.



LA VETA FIRE PROTECTION DISTRICT
Serving Cuchara Valley Since 1949

October 13th, 2023

Board of County Commissioners

Huerfano County

401 main Street

Walsenburg, CO 81089

Subject: Effort to Vacate CR 363

Dear Commissioners:

As we have registered in the past when vacating CR 363 was brought before the Commissioners, the La Veta Fire Protection District is adamantly opposed to vacating this road. Vacating said road is potentially a life safety concern and CR 363 absolutely must remain open as an evacuation route in times of wildland fires and flooding. The residents that live in the region along CR 360, 361 and 362 may need to escape through CR 363 because in times of peril to them, other roads to and through La Veta could well be blocked.

This same issue was discussed extensively during follow up meetings with multiple agencies and the public after the Spring Creek Fire in 2018 and the same concerns were soundly registered. The La Veta Fire Protection District supports the road remaining open to the public and would urge the County to schedule road maintenance on the road each summer so that safe passage for the public and our emergency vehicles is assured.

As this issue seems to come up periodically, please take formal steps to ensure we do not have to keep covering the same concerns over and over. It's important to our residents and to the La Veta Fire Protection District. Thank you.

Sincerely,

Chief Ron Jameson

La Veta Fire Protection District



Spanish Peaks Airfield- Airport Master Plan

Item 9h.



Recommended Development Meeting
October 16th, 2023
Walsenburg, Colorado



Meeting Agenda

Item 9h.

- Airport Master Plan Overview
- Project Status
- Recommended Development Overview
- Options for Development
- Next Steps

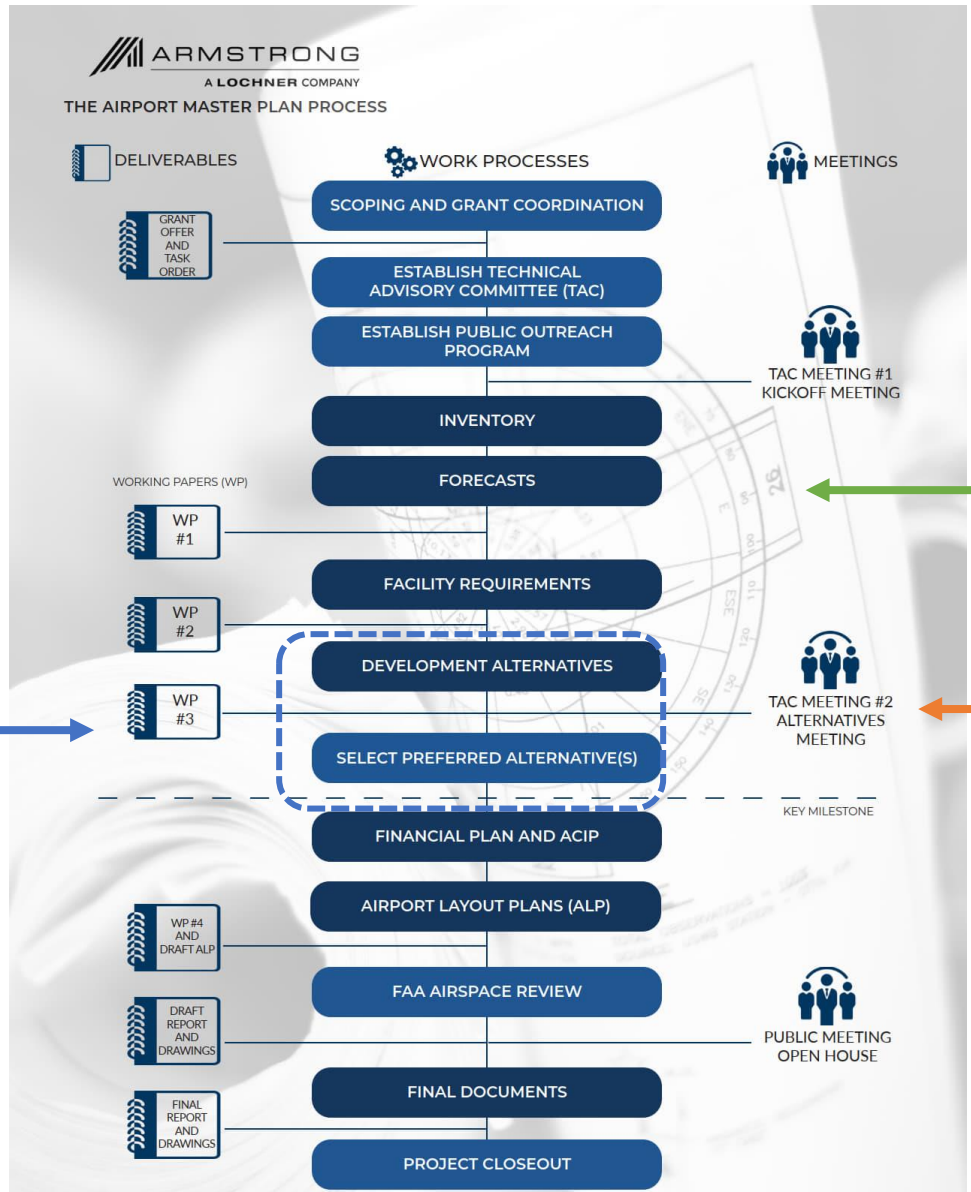
20 Year Plan of Development

- Forecasts expected demand (Short, Intermediate and Long-Term)
- Identification and Evaluation of Facility Assets

Airport Layout Plan (ALP)

- Approved by the County and the Federal Aviation Administration
- Consolidated plan of development
- Funding tool

Airport Master Planning Process



Next Steps: Release Recommended Development Chapter

FAA Approved Forecast

Current Project Status

Existing and Future Design Aircraft

Item 9h.

RWY 9/27:
FAA approved King Air 200







RWY 2/20:
FAA approved Cessna 182



RDC & ARC

Existing/Future Runway 9/27 Design Code: B-II-5000

<p>A-I*</p> <p>Primarily single-engine piston aircraft, some light multi-engine aircraft</p>	 <p>Cessna 172</p>	 <p>Diamond DA40</p>
<p>B-I*</p> <p>Primarily light multi-engine piston aircraft, some very light jets</p>	 <p>Cessna 402C</p>	 <p>Cessna Citation Mustang</p>
<p>B-II*</p> <p>Light turboprops, small commuter airliners, and mid-sized corporate jets</p>	 <p>Beechcraft 1900</p>	 <p>Cessna Citation CJ3</p>
<p>C/D-I</p> <p>Primarily small and fast corporate jets</p>	 <p>Learjet 45</p>	 <p>Learjet 60</p>
<p>C/D-II</p> <p>Large corporate jets and small regional jets (≥ 50 seats)</p>	 <p>Bombardier CRJ-200</p>	 <p>Gulfstream IV</p>
<p>C/D-III</p> <p>Large regional airliner jets and small commercial airliners (approx. 76-200 seats)</p>	 <p>Bombardier CRJ-900</p>	 <p>Boeing 737</p>
<p>C/D-IV</p> <p>Medium to large commercial airliners (approx. 200-350 seats)</p>	 <p>Airbus A330</p>	 <p>Boeing 767</p>

Existing/Future

Existing RW 9/27 Dimensions:
 Runway Length: 4,715'
 Runway Width: 75'

Future RW 9/27 Dimensions:
 Runway Length: 7,400'
 Runway Width: 75'

B = Aircraft Approach Category
 Greater than or equal to 91 knots but less than 121 knots

B = Aircraft Approach Category
 Greater than or equal to 91 knots but less than 121 knots

II = Aircraft Design Group
 Wingspan: 49' - 78'
 Tail height: 20' - 29'

II = Aircraft Design Group
 Wingspan: 49' - 78'
 Tail height: 20' - 29'





5000 = Visibility Minimums
 1-Mile

5000 = Visibility Minimums
 1-Mile

RDC & ARC

Existing/Future Runway 2/20 Design Code: A-I(Small)-VIS

Existing/Future

A-I*	Primarily single-engine piston aircraft, some light multi-engine aircraft	 Cessna 172	 Diamond DA40
B-I*	Primarily light multi-engine piston aircraft, some very light jets	 Cessna 402C	 Cessna Citation Mustang
B-II*	Light turboprops, small commuter airliners, and mid-sized corporate jets	 Beechcraft 1900	 Cessna Citation CJ3
C/D-I	Primarily small and fast corporate jets	 Learjet 45	 Learjet 60
C/D-II	Large corporate jets and small regional jets (≥ 50 seats)	 Bombardier CRJ-200	 Gulfstream IV
C/D-III	Large regional airliner jets and small commercial airliners (approx. 76-200 seats)	 Bombardier CRJ-900	 Boeing 737
C/D-IV	Medium to large commercial airliners (approx. 200-350 seats)	 Airbus A330	 Boeing 767

Existing RW 2/20 Dimensions:
Runway Length: 2,238'
Runway Width: 40'

Future RW 2/20 Dimensions:
Runway Length: 4,000'
Runway Width: 60'

A = Aircraft Approach Category
Less than 91 knots

I = Aircraft Design Group
Wingspan: Less than 49'
Tail height: Less than 20'

B = Aircraft Approach Category
Greater than or equal to 91 knots but less than 121 knots

II = Aircraft Design Group
Wingspan: 49' - 78'
Tail height: 20' - 29'

VIS = Visibility Minimums
Visual

VIS = Visibility Minimums
Visual

Upgrading the RDC to B-II on Runway 2/20 was recommended in Facility Requirements and considered, however it was eliminated due to surrounding constraints

Existing and Forecasted Runway 9/27 Design Standards

Item 9h.

	Existing Runway 9/27	Future Runway 9/27
Runway Design Code (RDC)	B-II-5000	B-II-5000
Runway Width	75'	75'
RW Safety Area (RSA) Width	150'	150'
RSA Length Beyond RW End	300'	300'
RW Obstacle Free Zone (ROFZ) Width	250'	250'
ROFZ Length Beyond RW End	200'	200'
RW Object Free Area (ROFA) Width	500'	500'
ROFA Length Beyond RW End	300'	300'
Runway Protection Zone (RPZ)	500' x 700' x 1,000'	500' x 700' x 1,000'
Runway Taxiway Separation	300'	300'

Existing and Forecasted Runway 2/20 Design Standards

Item 9h.

	Existing Runway 2/20	Future Runway 2/20
Runway Design Code (RDC)	A-I(Small)-VIS	A-I(Small)-VIS
Runway Width	60' (40' Actual)	60'
RW Safety Area (RSA) Width	120'	120'
RSA Length Beyond RW End	240'	240'
RW Obstacle Free Zone (ROFZ) Width	120'	120'
ROFZ Length Beyond RW End	200'	200'
RW Object Free Area (ROFA) Width	250'	250'
ROFA Length Beyond RW End	240'	240'
Runway Protection Zone (RPZ)	250' x 450' x 1,000'	250' x 450' x 1,000'
Runway Taxiway Separation	N/A	150'

What Does It Do?

- Does:
 - Shows updated airfield configuration to meet current FAA design standards
 - Provides efficient airfield layout
 - Avoids or minimize impacts to surrounding land uses
 - Protects for recommended airside/landside improvements
- Does Not:
 - Require development to occur
 - Provide environmental clearance for proposed development

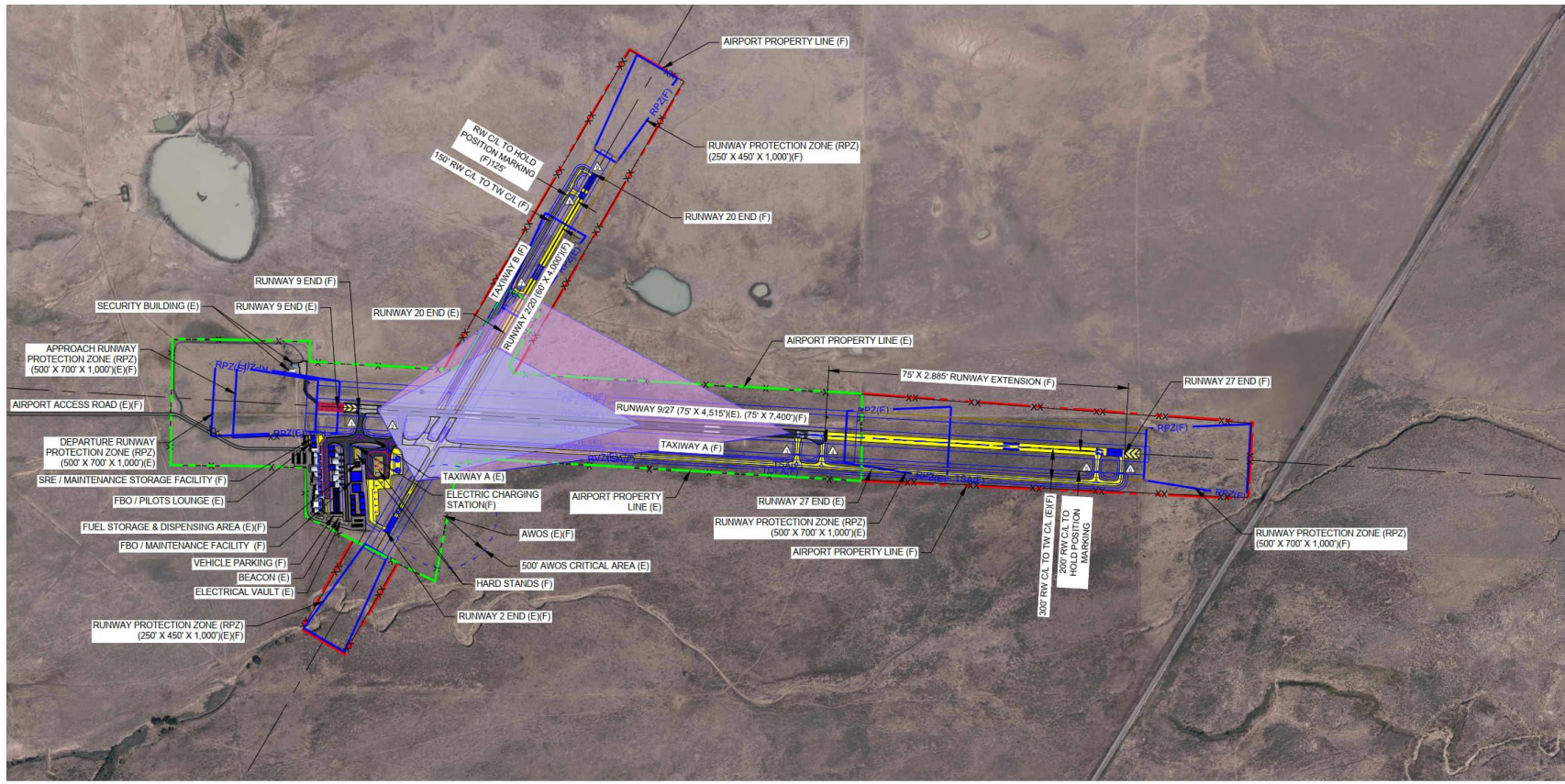
Recommended Development is not absolute and is flexible to accommodate actual demand

Protecting for Airside Development Items:

- Maintain Runway 9/27 RDC B-II-5000 (King Air 200 design aircraft)
- Maintain Runway 2/20 RDC A-I(Small) (Cessna 182 design aircraft)
- Protect for full length parallel taxiway for Runway 9/27
- Remove existing displaced threshold on the approach end of Runway 9
- Maintain instrument approach procedures
- Protect for extending Runway 9/27 to a future length of 7,400'
- Protect for extending Runway 2/20 to a future length of 4,000'
- Protect for widening Runway 2/20 to a future width of 60'
- Protect for lighting, paving and full-length parallel taxiway on Runway 2/20

Airside Option 1

Item 9h.

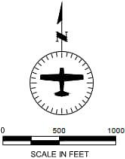


RECOMMENDED AIRSIDE DEVELOPMENT

NO.	NAME	WIDTH
1	B (E) A1 (F)	35'
2	C (E) A2 (F)	35'
3	A3 (F)	35'
4	A4 (E)	35'
5	A5 (F)	35'
6	A6 (F)	35'
7	B3 (F)	25'
8	B2 (F)	25'
9	BT (F)	25'

LEGEND

	GRAVEL / TURF / DIRT		RUNWAY VISIBILITY ZONE (RVZ)(E)
	FUTURE AIRFIELD DEVELOPMENT		RUNWAY VISIBILITY ZONE (RVZ)(F)
	FUTURE STRUCTURE/FACILITIES (BUILDING)		ACCESS ROAD & AUTOMOBILE PARKING (F)
	FUTURE AIRPORT PROPERTY LINE		REMOVAL (F)
	FUTURE AIRPORT PROPERTY LINE		HELICOPTER PARKING (F)



SPANISH PEAKS AIRFIELD
WALSENBURG, COLORADO

RECOMMENDED AIRSIDE DEVELOPMENT

ARMSTRONG

A LOCHNER COMPANY

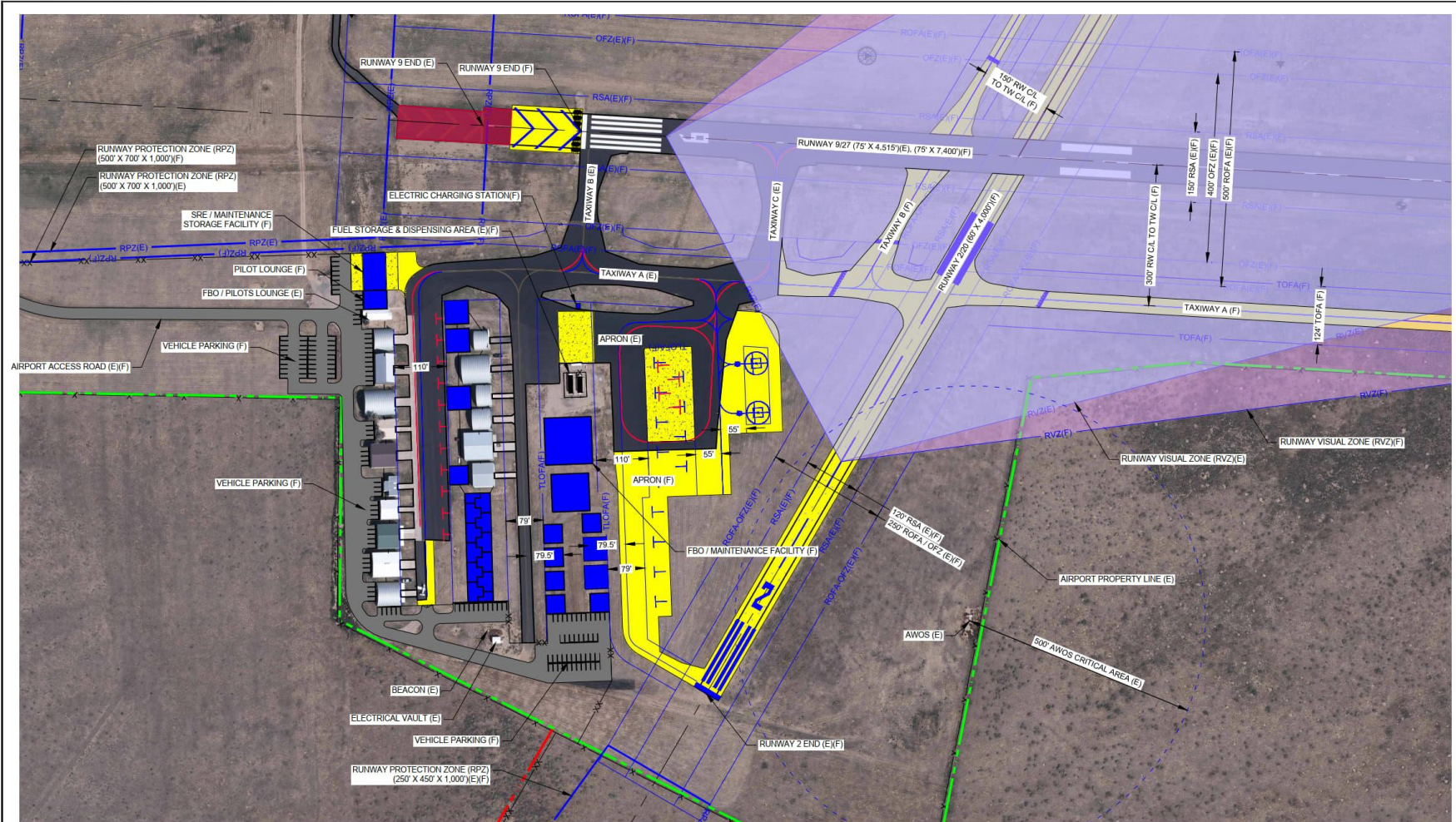
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Protecting for Landside Development Items:

- Protect for future FBO facilities
- Protect for additional hangar development
- Protect for future electric aircraft charging station
- Protect for concrete hardstands and apron
- Protect for additional apron aircraft tiedowns
- Protect for helicopter parking pads
- Protect for dedicated snow removal equipment and storage facility
- Pave vehicle parking and access road

Landside Development Option 1

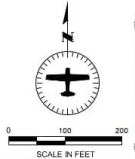
Item 9h.



RECOMMENDED LANDSIDE DEVELOPMENT

LEGEND

	GRAVEL / TURF / DIRT		RUNWAY VISIBILITY ZONE (RVZ)(E)
	FUTURE AIRFIELD DEVELOPMENT		RUNWAY VISIBILITY ZONE (RVZ)(F)
	FUTURE STRUCTURE/FACILITIES (BUILDING)		ACCESS ROAD & AUTOMOBILE PARKING (F)
	EXISTING AIRPORT PROPERTY LINE		REMOVAL (F)
	FUTURE AIRPORT PROPERTY LINE		HELICOPTER PARKING (F)



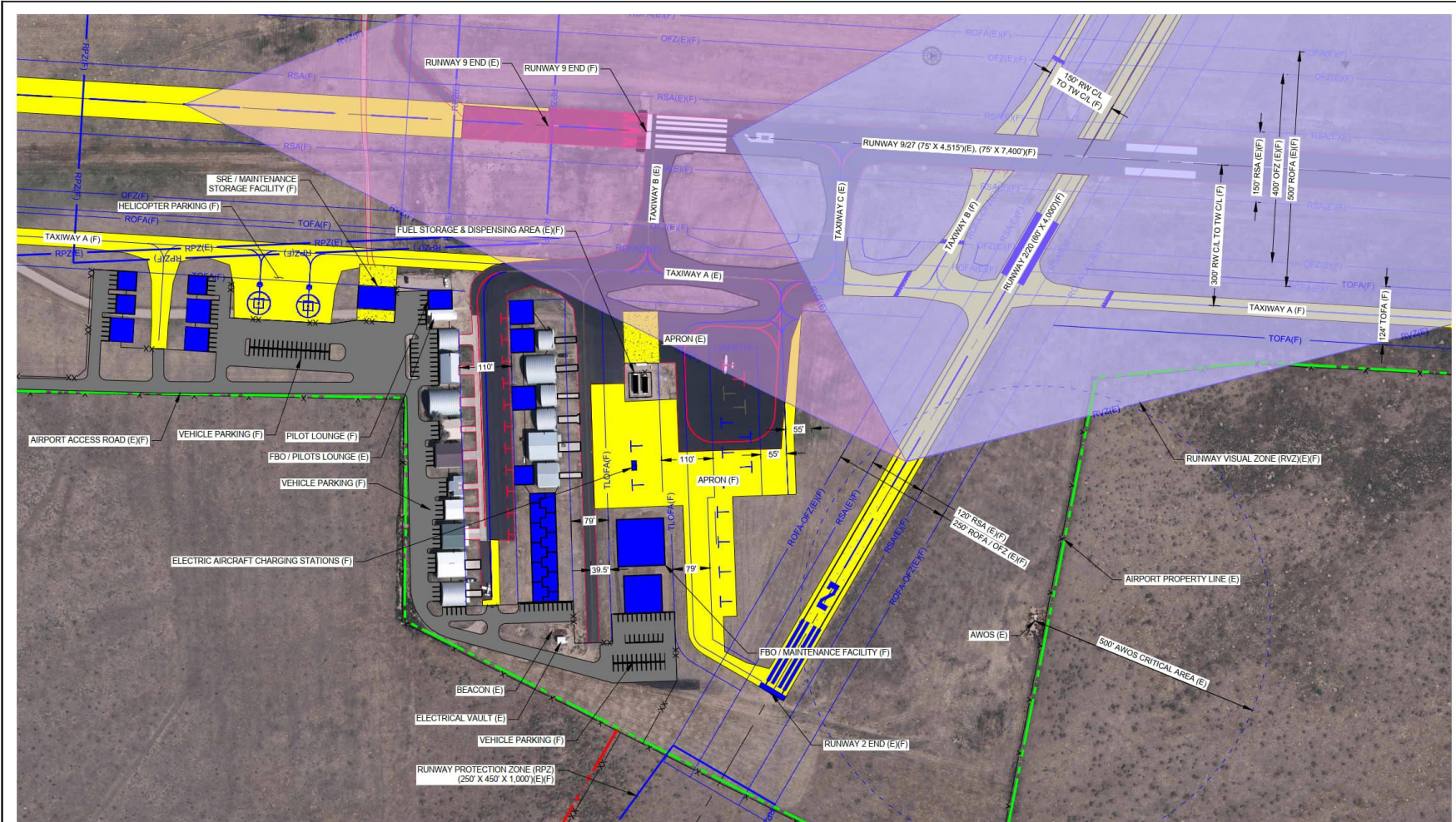
SPANISH PEAKS AIRFIELD
WALSBERG, COLORADO

RECOMMENDED LANDSIDE DEVELOPMENT

A LOCHNER COMPANY

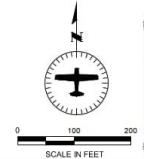
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Landside Development Option 2



RECOMMENDED LANDSIDE DEVELOPMENT

LEGEND	
	GRAVEL / TURF / DIRT
	CONCRETE
	FUTURE AIRFIELD DEVELOPMENT
	FUTURE STRUCTURE/FACILITIES (BUILDING)
	EXISTING AIRPORT PROPERTY LINE
	FUTURE AIRPORT PROPERTY LINE
	RVZ(E)
	RVZ(F)
	ACCESS ROAD & AUTOMOBILE PARKING (F)
	REMOVAL (F)
	HELICOPTER PARKING (F)
	RUNWAY VISIBILITY ZONE (RVZ)(E)
	RUNWAY VISIBILITY ZONE (RVZ)(F)
	REMOVAL (F)
	HELICOPTER PARKING (F)



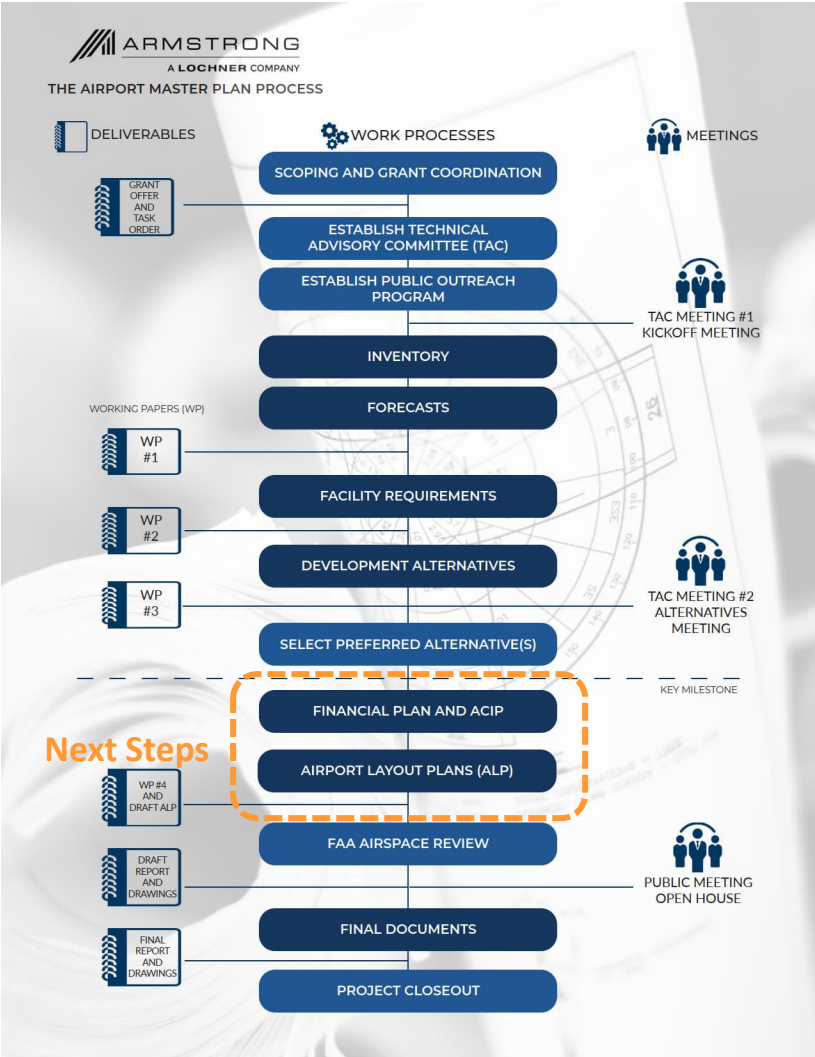
SPANISH PEAKS AIRFIELD
WALSENBURG, COLORADO

RECOMMENDED LANDSIDE DEVELOPMENT

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Next Steps

- Produce Draft Airport Layout Plan Report:
 - Financial Plan
 - Airport Layout Plans
- Distribute Draft Report for Review:
 - TAC/State/FAA Reviews
 - Conduct Open House
- Distribute Final Report



Thank You!

Item 9h.



Justin Pietz, National Planning Lead
Phone: (970) 255-2014
Email: jpietz@hwlochner.com

Brooke Barber, Airport Planning Project Manager
Phone: (970) 255-2037
Email: bbarber@hwlochner.com

Dylan Peterson, Airport Planner
Phone: (970) 255-2039
Email: dpeterson@hwlochner.com



SPANISH PEAKS AIRFIELD AIRPORT MASTER PLAN

RECOMMENDED DEVELOPMENT MEETING

October 16th, 2023
2:00 P.M. – 3:00 P.M.
Walsenburg, Colorado

MEETING SUMMARY

Purpose: Present the Airport Master Plan's (AMP) recommended development exhibits to Spanish Peaks Airfield Technical Advisory Committee (TAC) and garner feedback pertaining to the recommended development.

A Technical Advisory Committee recommended development meeting was held on October 16th, 2023 to determine the recommended development to be carried forward onto the Airport Layout Plan (ALP). Attendance at the meeting comprised of representatives from the Town of Walsenburg, Huerfano County, Airport staff, Airport users, and Armstrong, airport consultants.

Attendees:

Justin Pietz, Armstrong
Brooke Barber, Armstrong
Dylan Peterson, Armstrong
Carl Young, Huerfano County
Sarah Jardis, Huerfano County Tourism Board
Jim Littlefield, Huerfano County Economic Development
Lonnie Brown, Huerfano County Planning and Zoning
Ken Felix, Airport Tenant
Bill Hix, Airport Tenant
Dustin Hribar, Huerfano County
Karl Sporleder, County Commissioner
Robert Gilbert, Huerfano County

The purpose of the meeting was to discuss the following:

- **AMP Overview**

A brief overview of the AMP objectives was provided. These topics were discussed at length during the September 1st, 2022 kick-off meeting. The objectives of an AMP and the purpose the document serves for the airport's future development was discussed. The AMP is shown to be a document which provides a twenty-year plan of development and ALP drawings which would serve as a graphical depiction of the existing and future layout of the airport. Additionally, the document discusses the overall goals of Spanish Peaks Airfield and the overall community. Among these objectives are: determination of future aviation demand, evaluation of complying with Federal Aviation Administration (FAA) design standards, prioritizing future airside and landside development and ensuring the airport complements local/regional development.

- **AMP Project Status**

The analysis and evaluation of the existing and future airport facility needs has been completed. As a result of the discussions from this meeting, the ALP can be developed utilizing input from the TAC. Refined cost estimates and a phasing plan are being developed for the selected preferred alternatives and presented in the Draft AMP Report. All comments on the previous working papers have been revised. Additional comments will be solicited for the Draft AMP Report and ALP and will be revised into the Final Report.

- **Runway Design Standards**

A brief overview of the existing Runway Design Standards, which provide various areas and zones surrounding each runway and must be protected in order to safely accommodate airport operations, was provided. The plan recommends to maintain the existing Runway Design Code (RDC) of B-II with 1-mile visibility minimums for Runway 9/27 and A-I (Small) with visual visibility minimums for Runway 2/20.

- **Recommended Development and Options for Development**

The recommended development proposed as a part of the AMP is done to accomplish the following: (1) update airfield configuration to meet current FAA design guidelines; (2) provide an efficient airfield layout; (3) avoid or minimize impacts to surrounding communities; and (4) protects for recommended airside/landside improvements. It was noted that the recommended development does not require development to occur or provide environmental clearance for the proposed development. It was reiterated that the recommended development shown in the final ALP is not absolute and would only occur if documented demand exists and is flexible to meet the needs and desires of the community.

The following recommendations and proposed development at the Spanish Peaks Airfield were discussed:

- Airside:
 - Maintain Runway 9/27 RDC B-II-5000 (King Air 200 design aircraft)
 - Maintain Runway 2/20 RDC A-I(Small) (Cessna 182 design aircraft)
 - Protect for full length parallel taxiway for Runway 9/27
 - Remove existing displaced threshold on the approach end of Runway 9
 - Maintain instrument approach procedures
 - Protect for extending Runway 9/27 to a future length of 7,400'
 - Protect for extending Runway 2/20 to a future length of 4,000'

- Protect for widening Runway 2/20 to a future width of 60'
- Protect for lighting, paving and full-length parallel taxiway on Runway 2/20

- Landside:
 - Protect for expanded FBO facilities
 - Protect for additional hangar development areas
 - Protect for future electric aircraft charging station
 - Protect for concrete hardstands and apron
 - Protect for additional apron aircraft tiedowns
 - Protect for helicopter parking pads
 - Protect for dedicated snow removal equipment and storage facility
 - Pave vehicle parking areas and access road

- **Next Step**

Armstrong will develop the narrative report to accompany the recommended development exhibits and develop planning level cost estimates and a phasing plan. The FAA/CDOT/TAC will review and comment on the Recommended Development chapter, the Draft AMP and ALP, as they are released. Final comments regarding the Draft AMP and ALP will be solicited and included in the Final Report. Following the release of the Draft AMP a public open house meeting will be scheduled to receive input from the community on the plans for the airport.

- **Comments and Questions**

Throughout the presentation, further questions/discussion were addressed for clarification and guidance. The following are the topics that were discussed:

 - Two alternatives were presented for Runway 9/27 extension- a west and east extension. Ultimately, the west extension was selected as the preferred alternative. Both options require land acquisition.
 - Discussion was had regarding current land ownership to both the east and west of the airport, and feasibility of future land acquisition for airport use. This information was taken into consideration when selecting the preferred alternative.
 - Requests were made to protect for additional apron expansion and aircraft tie-downs.