



# BOARD OF COUNTY COMMISSIONERS REGULAR MEETING AGENDA

November 19, 2024 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

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## WORKSHOPS

9 AM - Clerk and Recorder Budget Workshop

[9:30AM](#) - Road and Bridge Workshop

## 10:00 AM - PUBLIC MEETING

Join via Google Meet: <https://meet.google.com/pfy-merc-xoc> | Meeting ID: pfy-merc-xoc

### 1. PLEDGE OF ALLEGIANCE

### 2. AGENDA APPROVAL

### 3. CONSENT AGENDA

- [a.](#) October 22nd Meeting Minutes
- [b.](#) November 12th Meeting Minutes
- [c.](#) James Graham New Hire HC SO
- [d.](#) Sara Ortiz New Hire HC SO

### 4. PUBLIC COMMENT

### 5. APPOINTMENTS

- [a.](#) 2025 Budget Hearing

### 6. LAND USE

### 7. ACTION ITEMS

- [a.](#) Resolution #24-44 Authorizing 129 Kansas Lease-Purchase with Holman Capital
- [b.](#) Resolution #24-45 Authorizing Water Pollution Control Revolving Fund Design and Engineering Loan Agreement
- [c.](#) Over Time Request for Detention Staff Starting 1-1-25
- [d.](#) HCWCD Augmentation Water Lease
- [e.](#) PO 325 for Bulletproof Vests from Warrior Kit for HC SO

- [f.](#) PO 325 for Ballistic Plates from Warrior Kit for HC SO
- [g.](#) Triad Resource Group Employee Assistance Customer Service Agreement
- [h.](#) Granite VOIP, Internet, and Fax Quotes
- [i.](#) HCED 609 Main Street Facade Improvements
- [j.](#) EPA Community Change Grant Approval to Apply and Partnership Agreement
- [k.](#) Safe Streets and Roads for All
- [l.](#) Cuchara Mountain Park MOU Extension
- [m.](#) November Vendor Run
- [n.](#) Liquor License Renewal for Walsenburg Golf

## **8. CORRESPONDENCE**

- [a.](#) Final Determination on Parcel #284701 from the Division of Property Taxation
- [b.](#) First National Bank Annual Open House Invitation
- [c.](#) Upper Huerfano Conservative District Luncheon Invitation

## **9. STAFF REPORTS**

- a. County Administrator
- b. County Attorney

## **10. EXECUTIVE SESSION**

## **11. ADJOURNMENT**

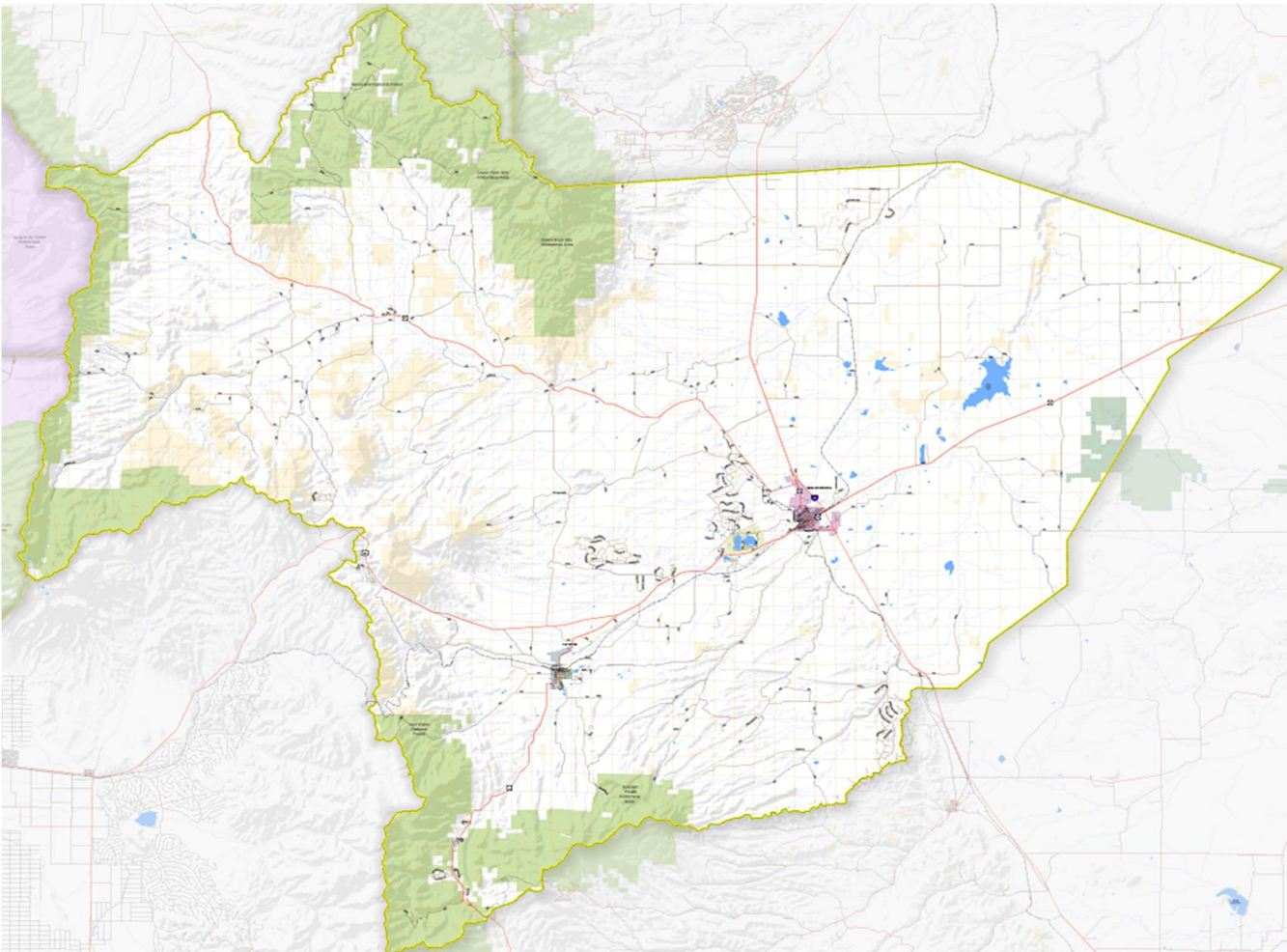
## **12. UPCOMING MEETINGS**

- a. 11 AM - Board of Human Services
- b. 12:45PM - Public Works and Parks Workshop
- c. 1:30 PM - Emergency Management Workshop
- d. 2PM - Budget Workshop

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# Monthly Report

## September/October 2024



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**Road & Bridge**  
**Dustin Hribar**

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# Road Maintenance

Over the past couple months' normal maintenance continued with the help of some descent rains. With the moisture comes some problems, as poor roads tend to fall apart and all the good roads aren't able to get bladed fast enough before the moisture is gone. Even at that we are out every day trying to improve the conditions of the roads.

## Gravel Operations

Gravel hauling has come to a slow down right now. We spent the end of September and most of October crushing the City of Walsenburg their pile of gravel. That was all completed and we were able to have some time to bring the crusher to the shop for a week and do some repairs to it. The crusher is now moved and we will begin crushing as soon as we are able too.

Over the time spent at the Lone Tree Pit, we were able to gravel about 16.3 miles of road. There were other small sections of roads that we also put gravel on that needed some repairs. Below is the list of roads that were completed with this set.

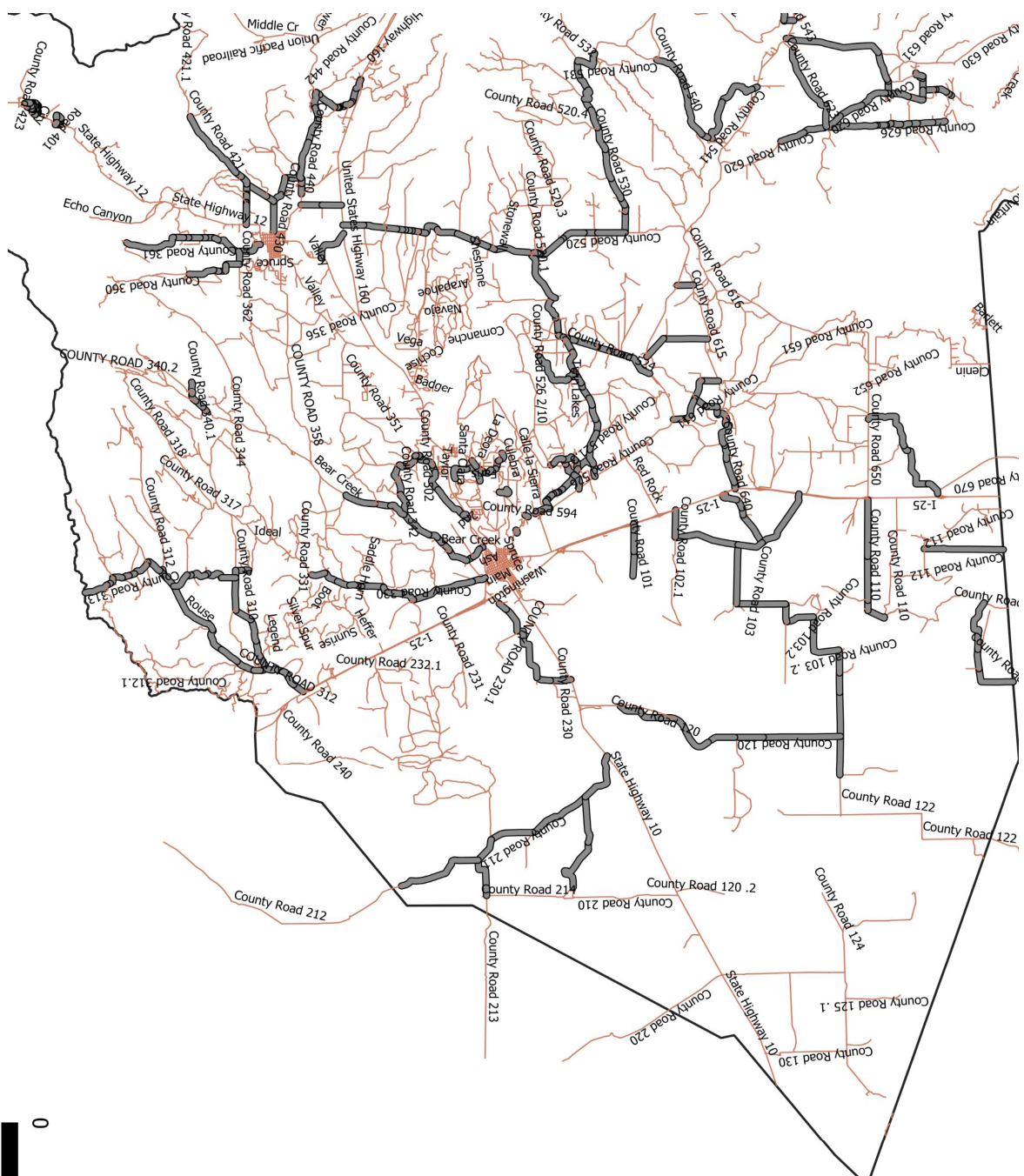
### Roads graveled from Lone Tree Pit

County Road 120 = 6.2 miles  
County Road 213 = .3 mile  
County Road 214 = 2.8 miles  
County Road 220 = 2.4 miles  
County Road 312 = 2.8 miles  
County Road 313 = 1.4 miles  
Fiesta Park = .2 mile around fields  
Industrial Park = .2 mile for truck driving school  
Total = 16.3 miles, about 50,000 tons

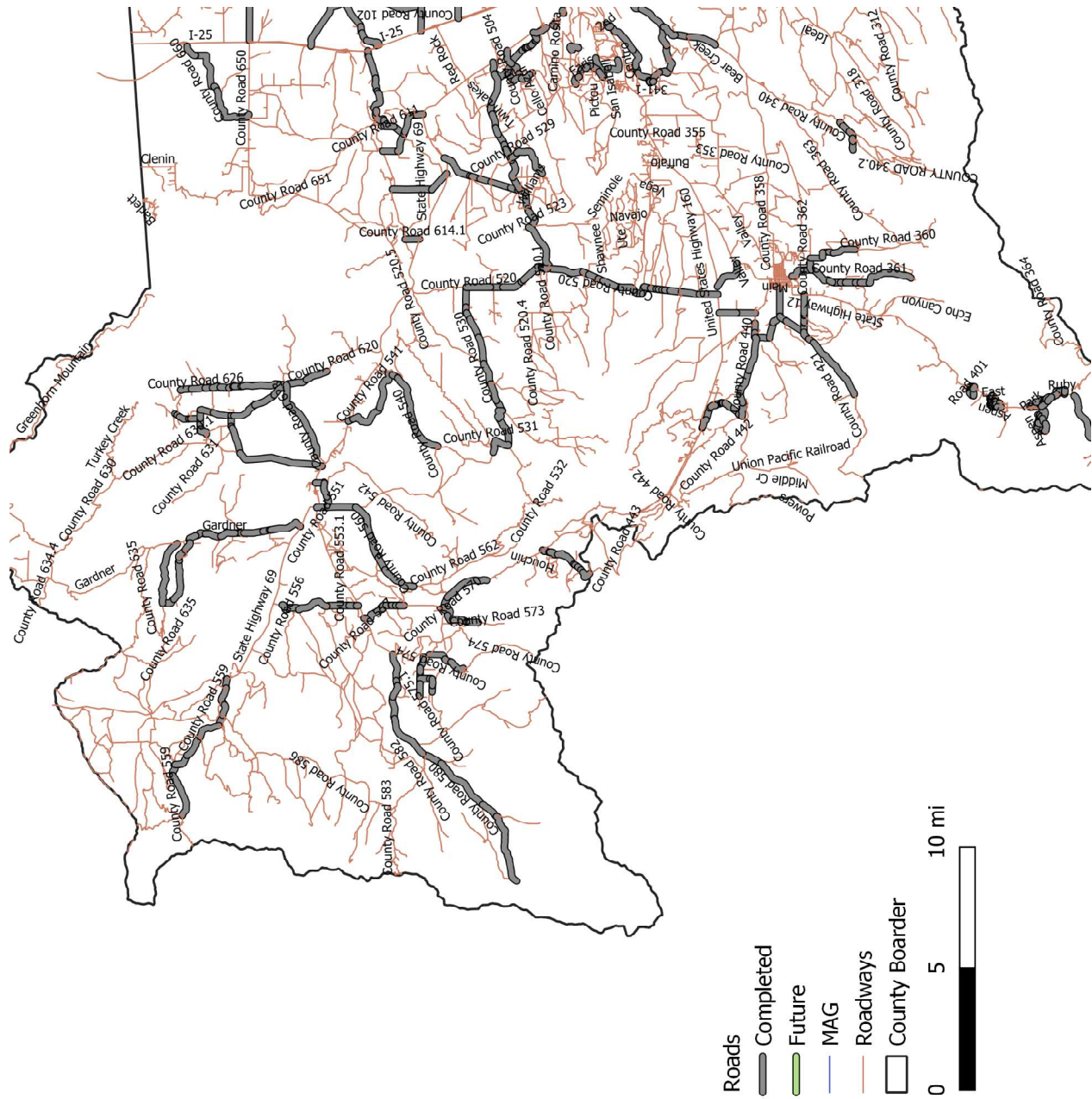
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## Daily Blading

With the big rain we received, some roads that are hard packed were able to be work and smoothed up before winter. If the moisture would spread out some rather than coming all at once, it would help but we take it as we get it. We are still out everyday trying to get the roads in good shape before winter hits and the snowfall can lead to roads getting messed up. Overall we covered at total of 265 miles the previous two months.



- County Boarder
- Roads
- Completed
- Future
- MAG
- Roadways



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## Other Maintenance

Like other months we are out cleaning cattle guards and repairing wings. That increases some with local ranches moving cows around for the winter. We were also able to install some new culverts and the roads that were just graveled, along with others that have been in need for a while.

Another project that we have almost have complete is replacing road signs in the bottom Rio Cucharas Subdivision. We have the majority of them complete, with just a few to go that need new posts as well.

## Equipment/Vehicle Repairs

Vehicle repairs have been staying steady as usual. The Sheriff Department has still been bringing in cars steady with issues bigger than the normal oil changes and brakes. This has been keeping the mechanic busy all the time.

The equipment breakdowns have been minor issues at this point. We have been able to keep everything going so far without major problems. Hope this remains the case moving forward.



# 2024

## Huerfano County Noxious Weed Department Monthly Report

### MAY-JUNE 2024 WORK ACTIVITY TOPICS

1. End of Season Treatment for Priority B List Species
2. Landowner Outreach
3. Diorhabda Relocation
4. Fall Woody Species Treatments
5. Brush Bullet Applicability Test Sites & Key Takeaways
6. GIS Asset Mapping & EDDMaps
7. CWMA Board Nomination
8. Moving Forward



Charles Bryant

Huerfano County Government

11/7/2024

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**Topic #1:** End of Season Treatment of Priority B List Species

**Topic #2:** Landowner Outreach

**Topic #3:** Diorhabda Relocation

**Topic #4:** Fall Woody Species Treatments

**Topic #5:** Brush Bullet Applicability Test Sites & Key Takeaways

**Topic #6:** GIS Asset Mapping & EDDMaps

**Topic #7:** CWMA Board Nomination

**Topic #8:** Moving Forward



### **1. TOPIC #1: End of Season Treatments for High Priority List B Species**

During the months of September and October work is primarily focused on the late season treatment of biennial and perennial broadleaf species, particularly Scotch, musk & Canada thistle, leafy spurge and Russian knapweed. The majority of areas treated were considered “retreatments” as most of the areas have been previously addressed earlier in the season. The ample moisture during this period provided ideal conditions for late season growth. One of the more problematic areas found was within Navajo Ranch where fiber optic cable has been installed. The disturbed soil sites caused by this work have triggered a considerable flush of Scotch thistle seedlings. Upper Western Navajo saw the greatest density of seedlings (of which were treated) while areas to the east had lesser densities. It is anticipated that this area will need additional work during the 2025 season.

Leafy spurge was also fairly prolific, with the bulk of work taking place west of La Veta. Retreatments within 2023 treatment areas showed around a 60% stand reduction. The greatest improvements were noted along the confluence of Middle, Indian, Oak and Abeyta Creeks. This particular area has been of high strategic importance for all high priority species given the heavily infested nature of these areas both before and after the 2018 Spring Fire.

### **2. TOPIC #2: Landowner Outreach**

In cooperation with our partners at the Colorado Department of Agriculture, the Natural Resources Conservation Service, Upper Huerfano Conservation District and USFS we have continued to assist Huerfano County landowners through our state funded Landowner Assistance Program. Through this service we provide technical and on the ground assistance for landowners affected by high priority noxious plant species. Given the fact that our funding for this program runs through the end of this year, during the upcoming weeks staff will begin the final reporting and uploading of species distribution mapping associated with the site\landowners assisted. Staff will explore what similar funding opportunities might be available to assist Huerfano County residents for the upcoming 2025 season. The state-issued reimbursement for this program is anticipated to arrive in early 2025.

### **3. TOPIC #3: Adult Diorhabda Relocation**

Given the high population of adult Diorhabda present on the Thorne Ranch in September of this year (as viewed by the BOCC during the Thorne Ranch visit), approximately 600-800 adult beetles were captured for relocation to the Muddy Creek drainage in far northwestern Huerfano. The Muddy Creek site is at the highest elevation range common for both tamarisk and Diorhabda establishment, being around 7,300-7-500'. Should this colony successfully establish, it will be among the highest elevation population in North America, joining the ranks of our other record high elevation sites. The timing of this release was just before the adult Diorhabda entered their winter dormancy. The overall goal of this high elevation release site is to establish populations that are tolerant of adverse high elevation conditions, allowing the control of tamarisk stands that would otherwise not be targeted by the lower elevation favoring established populations. It is anticipated that these Huerfano born and bred Diorhabda will have better acclimated to our unique site conditions, unlike those reared in a controlled setting as those from the Palisade Insectary.

#### **TOPIC #4: Fall Woody Species Treatments**

During the fall season our target woody species are in their most vulnerable state as they ready themselves for overwintering. Herbicides applied at this time have the best translocation within the target plant, providing the highest level of control possible within the treatment season. Our primary woody species targeted during this time are Russian olive and tamarisk, with a greater emphasis being placed on Russian olive as there are no biological controls available as there are for tamarisk. Work has continued among previously treated areas within the Thorne Ranch that required additional work, with efforts advancing into previously untreated areas within the eastern portions of the ranch. Tamarisk is treated when found in isolated areas, while areas that provide travel\site linkage for transient *Diorhabda* populations are generally avoided due to the biological controls avoidance of chemically treated trees due to plant induced repellent pheromone production.

Our treatments for woody species this fall have mainly been performed with the *Ez-Ject* herbicide lance as it has proven to provide the greatest level of control towards the target species. This system utilizes .22 cal brass casings which are filled with concentrated imazapyr. These cartridges are inserted into the lance which is a six foot long device that holds 400 shells. The end of the lance is placed against the base of the target tree\brush at about a 45 degree angle and a firm thrusting motion is made which delivers the herbicide laden shell into the cambium layer of the target tree. While the delivery of the herbicide is somewhat delayed requiring 12-18 months for full effect, it has resulted in around a 95% control rate in sites where it has been utilized. This system has been very useful during periods of inclement weather where other treatment methods would not be feasible. The residual qualities of imazapyr provide extended control of other Russian olives and noxious species that may sprout or have a root system in close proximity to the targeted plant.

Other sites treated include upkeep of an NRCS EQUIP Program site on the Huerfano River, treatment of sporadic Russian olive populations among the rights-of-ways in the La Veta and Gardner areas and retreatment of Russian olive\tamarisk within the Fiesta Park trail system. Additional upkeep work was performed among Huerfano County owned lands in the Bosque, primarily focusing on Russian olive regrowth from the flood mitigation work performed in 2019. While normally not targeted for treatment, staff have begun treating certain native species that either pose hazards or compromise Road & Bridge assets, especially concerning the growth of woody vegetation that obstructs culverts or cattle guards. These treatments have taken place during our routine GIS asset mapping efforts that are described later in this report.

#### **TOPIC #5: Brush Bullet Applicability Test Sites & Key Takeaways**

Our department would first like to thank Mr. Hribar, Mr. Young and the Huerfano BOCC for allowing us to explore this relatively new treatment approach. After purchase of the necessary equipment, department staff established a number of test\monitoring sites so that staff can determine the suitability and best use sites for this new treatment approach. Each of the test sites was chosen due to their contrasting soil and native plant compositions. The active ingredient of *Brush Bullet* is hexazinone, which is delivered in a solid form projectile that is eventually dissolved by subsequent moisture of 0.75" or more. Upon being dissolved the roots of the target plant uptake the herbicide. Given this delivery route, soil texture and composition heavily dictates the movement and persistence of the herbicide within the site.

##### **Site #1**

Our first site was established in the Dog Springs arroyo on the south Thorne property in a predominately sandy area occupied by tamarisk and native coyote willows. This site is being used to document the mobility of the herbicide within

sandy soils and to determine to what extent desirable native species (like coyote willows) are impacted. A small, dense stand of willows was located with heavy stands of old growth tamarisk on either side (upstream & downstream). Brush Bullets were applied at the recommended rate among the tamarisk on either side of the willows. This site will be monitored in the spring and early summer of 2025 to determine what impacts the chemical application may have had on target and non-target species.

#### **Site #2**

The second site selected was within the eastern portion of the primary Thorne Ranch within a cottonwood gallery type setting with moderate amounts of Russian olive and tamarisk. Unlike the previously described site, this area had heavy clay soils with a fair amount of organic matter. This site is being used to document the mobility and persistence of the herbicide in heavy clay soils as this type of soils lends the least potential for mobility given the high number of charge\adsorption sites carried by each soil particle. While the mobility of the herbicide is anticipated to be reduced, its persistence will likely be enhanced due to the qualities of the clay soil. One mitigating factor related to persistence maybe the enhanced biological activity within the organic surface litter which will lend to a greater degree of biodegradation.

#### **Site #3**

The third site was established inside the La Veta\Huerfano County Fairgrounds within a select number of the corral alleyways to the north of the rodeo arena. According to the Brush Bullet manufacturer, the product can be used for total vegetation control when used at the appropriate application rate. This site will be used to determine the products applicability for bareground\total vegetation control efforts in industrial and ROW settings, especially in sites that are difficult to access with traditional spray equipment. Department staff anticipate that this product may prove to be very useful for small areas like those found in the rodeo ground corrals, inside cattleguards and near fixed airport runway lights. This application was made by hand dispersal rather than using the pneumatic marker.

#### **Site #4**

The fourth site was established among a dense Russian olive monoculture with primarily sandy soils adjacent to the Huerfano River. Being nearly wholly occupied by Russian olive, this site allowed staff to perform a wide area treatment within dense old-growth where sensitive native vegetation was not present. This site will be used to determine the efficacy of the product when used liberally in a heavily infested site containing tall and large diameter trees.

#### **Site #5**

The fifth site was established among the large coyote willow and native clematis monocultures that occupy the easternmost portions of the hayfields on the Thorne Ranch. Nearly half of this area had been treated with foliar sprays in 2023 which provided exceptional control. The other half of the area is located in such a manner that spray equipment cannot reach it due to heavy vegetation and depressions. This previously untreated area was targeted for treatment using the Brush Bullet due to the fact that the herbicide could be applied from afar. A number of hard to reach Russian olive that had gone untreated were addressed as well. This site will be used to determine the products suitability towards controlling coyote willows that even though are native, are the bane of many landowners in our area, especially the Gardner and La Veta areas.

## Key Takeaways Utilizing the Brush Bullet System

Given the slow acting nature of the herbicide, it will not be until next spring\early summer that the full effects will be apparent among the targeted areas. However, from an application standpoint, the Brush Bullet treatment approach is much more efficient than other common treatment methods. Sites such as those described for test sites 1,2,4 and 5 took a minimal amount of time to treat due to the fact that each individual tree\bush did not have to be approached as required for other methods. From a fixed point, staff was able to treat areas that provided little to no access. Sites that had a looser or damp soil texture, or that had some degree of leaf litter were found to be more favorable as it relates to preventing ricochets or fracturing of the projectile. Multi stemmed plants such as tamarisk and willows also helped prevent the off-target defelection of projectiles given the funnel type growth structure that caught and directed the projectile to the basal portion of the target plant.

The occurrence of ricochets was greatly reduced by lowering the discharge pressure of the marker and by developing a “mortar” like shot technique where the projectile was fired at low pressure from a near upwards\vertical angle, allowing the shots to arch in such a manner that they fall into the targeted patch from above, rather than being shot in from a horizontal angle into the side. This technique was particularly useful among the large willow patch described for test site #5.

While the herbicide is intended to be primarily applied by the pneumatic marker, our department anticipates that the Brush Bullet will be very useful in sensitive areas where it can be inconspicuously applied by hand, thereby preventing undue public concern that comes with traditional spraying and that which would certainly come with “shooting” plants. This application technique may prove to be very effective and efficient for control of unwanted vegetation in small treatment areas like around runway lights, cattleguards, fire hydrants, etc.



Brush Bullet Projectiles



Russian Olive Treatment  
@ Thorne Ranch



Partially Dissolved Brush  
Bullet After Application  
(0.21" of rain)

## **TOPIC #6: GIS Asset Mapping & EDDMaps**

As field work subsides for the season, staff begins to upload all species mapping data gathered throughout the season into the EDDMaps system. The CDA requires the sharing of this species distribution mapping data on an annual basis so that they can amend and/or establish statewide treatment goals. EDDMaps serves as the central portal where this information is received. The records for Huerfano, all other counties in Colorado and the entire nation can be viewed at [eddmaps.org](http://eddmaps.org). Search queries can be tailored to species, region, date, treatment status, etc. The complete upload of this information is anticipated to be completed by December 2024. Our next report will provide the BOCC with our total treated acres by species for the 2024 season.

During the recent days of inclement weather staff has also resumed a dedicated effort towards collecting condition assessments for R&B assets, mainly cattleguards and culverts at this point. While data was gathered during the course of noxious weed field work this season, there were a number of the more inconspicuous culverts that were inadvertently missed. Also, the data recorded will need to be transferred to the Diamond Maps system (due to it being comingled with weed mapping) as an alternate platform is used for mapping noxious weeds. Last season the assets east of I-25 were mapped, while this winter season staff will be focusing on the western portion of the county, south of Hwy 69. Given the topography of western Huerfano, progress is likely to be somewhat slower given the increased number of assets in the area, especially culverts.



Original CF&I Culverts on Ideal Road

**TOPIC #7: CWMA BOARD OF DIRECTORS NOMINATION**

In August of this year the President of the Colorado Weed Management Association (Marissa Neuzil), asked that I (Charles Bryant) consider serving on the CWMA Board of Directors. Being receptive to this opportunity and keeping in mind that our region is often underrepresented at the state level, I accepted the nomination for the position. There are currently two openings on the board and inside reports indicate that we are in a very favorable position to be awarded one of the open seats. Should I advance to this position, I am hoping to be an advocate for Huerfano and other liken countys that have historically been in a fiscally disadvantaged position compared to their other (especially front range) counterparts. I also look forward to assisting the CWMA in their efforts to ensure that pesticide legislation is developed in a responsible, scientific manner so that land managers have the greatest amount of tools at their disposal to combat the spread of invasive plant species. The misguided policies regarding local pesticide preemption will once again be at the forefront of issues in the new legislative year here in Colorado and will likely be a national issue as well given the rhetoric of the assumed successor to the Federal Health and Human Services Director position. I would like to thank the Huerfano BOCC for their concern and opposition towards these issues during the recent 2024 Colorado legislative session.

**TOPIC #8: MOVING FORWARD**

As field duties subside with the onset of colder months, department staff will be closing out the grants received during 2023-24 and will be providing the required annual reports to the state, along with species distribution mapping. Time will also be spent preparing for the department's upcoming presentation for the Upper Arkansas Weed Management Association's Annual Conference. As mentioned in the previous report, our topic will be environmental protection utilizing biological control agents, particularly as it relates to the sensitive areas within Cuchara Canyon. I look forward to promoting the work that we have done with biological controls in our region and the force multiplying effect that they have for a small department like ours.

Upon completion of my seasonal office work, I will be focusing on the application of preemergent herbicides around county facilities as well as targeting invasive woody species as the late fall\early winter months provide an ideal control window. I plan on continuing work within the Huerfano River corridor on the Thorne Ranch along with our continued work along the Cuchara River in areas around Walsenburg.

Thank you all again for your continued support, please reach out if you have any questions or concerns.

Respectfully Submitted,

Charles Bryant-Huerfano County Noxious Weed Manager





# BOARD OF COUNTY COMMISSIONERS REGULAR MEETING MINUTES

October 22, 2024 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

**1. PLEDGE OF ALLEGIANCE**

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

**2. AGENDA APPROVAL**

**Motion to approve the agenda as presented with the removal of action item j. HCWCD Augmentation Water Agreement.**

**Motion made by Commissioner Sporleder**

**Second by Commissioner Wardell**

**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**

**Motion Passes**

**3. CONSENT AGENDA**

**Motion to approve the consent agenda as presented.**

**Motion made by Commissioner Wardell**

**Second by Commissioner Sporleder**

**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**

**Motion Passes**

a. October 8th Meeting Minutes

b. October 15th Meeting Minutes

c. Nell Leis Resignation HC Dispatch

**4. PUBLIC COMMENT**

NONE

**5. APPOINTMENTS**

a. Treasurer's Quarterly Report - Debbie Reynolds

**Huerfano County Treasurer Debbie Reynolds went over current expenditures and foreclosures.**

## 6. LAND USE

- a. LU-24-024 Gurgaian-Poff Vacation  
**Motion to approve LU-24-024 Gurgaian-Poff Vacation**  
**Motion made by Commissioner Wardell**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**
- b. Bulk Water Permit #24-0009 for Karl & Carla Burmester  
**Motion to approve Bulk Water Permit #24-0009 for Karl & Carla Burmester**  
**Motion made by Commissioner Wardell**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**
- c. Update on Marijuana Ordinance and CUPs  
**Department of Land Use Cheri Chamberlin gave an update on current code and statutes and Huerfano Counties current ordinance.**

## 7. ACTION ITEMS

- a. Resolution #24-41 Information Security Policy  
**Motion to approve Resolution #24-41 for Information Security Policy**  
**Motion made by Commissioner Sporleder**  
**Second by Commissioner Wardell**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**
- b. Resolution #24-42 Appointing Aliyah Field to the Huerfano County Building Authority Board  
**Motion to approve Resolution #24-42 Appointing Aliyah Field to the Huerfano County Building Authority Board**  
**Motion made by Commissioner Sporleder**  
**Second by Commissioner Wardell**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**
- c. Resolution #24-43 Oppose Proposition 127  
**Motion to approve Resolution #24-43 Oppose Proposition 127**  
**Motion made by Commissioner Sporleder**  
**Second by Commissioner Wardell**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**
- d. Maverix Broadband Letter of Support  
**Motion to approve a Letter of Support for Maverix Broadband**  
**Motion made by Commissioner Wardell**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**

- e. Special County Attorney Agreement - Lisa Powell-DeJong  
**Motion to approve a Special County Attorney Agreement for Lisa Powell-Dejong and Huerfano County DHS.**  
**Motion made by Commissioner Sporleder**  
**Second by Commissioner Wardell**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**
- f. HCSO Offender Registration Contractor Service Agreement  
**Motion to approve a HCSO Offender Registration Contractor Service Agreement**  
**Motion made by Commissioner Wardell**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**
- g. HCSO Fleet Coordinator Contract  
**Motion to approve a HCSO Fleet Coordinator Contract**  
**Motion made by Commissioner Wardell**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**
- h. Housing Coordinator Agreement with Huerfano County Economic Development Inc.  
**Motion to approve a Housing Coordinator Agreement with Huerfano County Economic Development Inc. for \$20.00 an hour to not exceed \$25,000**  
**Motion made by Commissioner Wardell**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**
- i. Lenovo Computer Order for HC Treasurer's Office  
**Motion to approve a Lenovo Computer Order for Huerfano County Treasurer's Office in the amount of \$4,460.40**  
**Motion made by Commissioner Wardell**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**
- j. HCWCD Augmentation Water Agreement  
**No Action removed from agenda per County Administrator and BOCC**
- k. Off System Bridge Grant Approval to Apply  
**Motion to approve application for Off System Bridge Grant in the amount of 160,000**  
**Motion made by Commissioner Sporleder**  
**Second by Commissioner Wardell**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**

1. October 23rd Vendor Run  
**Motion to approve October 23rd Vendor Run in the amount of \$159,868.95**  
**Motion made by Commissioner Wardell**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**

## 8. STAFF REPORTS

- a. County Administrator

**There will be a meeting to go over the Walsenburg Airport master plan on November 19<sup>th</sup>. County Administrator Carl Young went over the final schedule for the 2025 budget meetings with each department.**

- b. County Attorney

**NONE**

## 9. CORRESPONDENCE

**Carl Young, County Administrator reviewed correspondence with BOCC**

- a. September 2024 CAPP Reports
- b. Treasurer's Fund Ledger for September 2024
- c. September 2024 Revenue and Expense Report
- d. Notice of Rights and Responsibilities from the Division of Property Taxation
- e. CTSI Technical Update: Guarding Against Jail Liability
- f. CTSI Technical Update: Who's Who at CTSI
- g. FBI and CSI PSA - Just So You Know: Foreign Threat Actors Likely to Use a Variety of Tactics to Develop and Spread Disinformation During 2024 U.S. General Election Cycle

## 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). **County Attorney Update: Stemple Case, Health Care Partners Foundation Inc. v Huerfano County**

## 11. ADJOURNMENT

**Motion to adjourn meeting at 10:30 AM**

**Motion made by Commissioner Wardell**

**Second by Commissioner Sporleder**

**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**

**Motion Passes**

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

**COMMISSIONERS:**

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**Arica Andreatta, Chairman**

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**Karl Sporleder**

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**Mitchell Wardell**



# BOARD OF COUNTY COMMISSIONERS REGULAR MEETING MINUTES

November 12, 2024 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

**1. PLEDGE OF ALLEGIANCE**

Chairman Andreatta called the meeting to order followed by the Pledge of Allegiance. Chairman Andreatta, Commissioner Sporleder via google meet, Commissioner Wardell were present

**2. AGENDA APPROVAL**

**Motion to approve the agenda as presented.**

**Motion made by Commissioner Wardell**

**Second by Commissioner Sporleder**

**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**

**Motion Passes**

**3. CONSENT AGENDA**

**Motion to approve the consent agenda as presented.**

**Motion made by Commissioner Wardell**

**Second by Commissioner Sporleder**

**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**

**Motion Passes**

- a. Cecilia Kelly Sick Leave Donation
- b. Elizabeth Kohler Sick Leave Donation
- c. Jerry Sporcich Volunteer Hours Worked
- d. Victoria Bustos-Driskill Promotion to Dispatch II
- e. Terence Bobian Comp Time Payout
- f. Angie Glover Comp Time Payout
- g. Christiana Jerred Comp Time Payout

- h. Amanda Martin Comp Time Payout
- i. Hannah Welsh Comp Time Payout
- j. Professional Service Agreement for Sarah Pineda and Huerfano County SO
- k. CO Department of Public Safety, Division of Criminal Justice - Justice Assistance Grant Agreement

4. **PUBLIC COMMENT**

**Clerk and Recorder Erica Vigil gave a final statement on the 2024 presidential Election and thanked the Commissioners for their support and the election staff and clerk's office for all their hard work.**

5. **APPOINTMENTS**

NONE

6. **LAND USE**

- a. Jade Communications Right of Way Excavation Permit for Valley RD La Veta  
**Motion to approve Jade Communications Right of Way Excavation Permit for Valley RD La Veta**  
**Motion made by Commissioner Wardell**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**

7. **ACTION ITEMS**

- a. Resolution #24-44 - Repealing 24-29 and Authorizing Transfer of Little Kansas Land  
**Motion to approve Resolution #24-44 - Repealing 24-29 and Authorizing Transfer of Little Kansas Land**  
**Motion made by Commissioner Wardell**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**
- b. Professional Service Agreement for Ben Bounds and Huerfano County SO  
**Motion to approve Professional Service Agreement for Ben Bounds and Huerfano County SO**  
**Motion made by Commissioner Wardell**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**

- c. Statewide Internet Portal Authority Eligible Government Entity Agreement  
**Motion to approve Professional Service Agreement for Ben Bounds and Huerfano County SO**  
**Motion made by Commissioner Wardell**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**
- d. GMS Professional Service Agreement - Gardner PID Regulation Review  
**Motion to approve GMS Professional Service Agreement not to exceed \$25,000**  
**Motion made by Commissioner Wardell**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**
- e. Civic Plus Agenda and Meeting Manager Pro Premium Statement of Work  
**Motion to approve Civic Plus Agenda and Meeting Manager Pro Premium Statement of Work for a total of \$7,749**  
**Motion made by Commissioner Wardell**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**
- f. Lexipol Quote for Sheriff's Office and Jail Policy Manuals  
**Motion to approve Lexipol Quote for Sheriff's Office and Jail Policy Manuals for a total of \$42,703**  
**Motion made by Commissioner Wardell**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**
- g. Holman Capital 129 Kansas EOC/Dispatch Financing Proposal  
**Motion to approve Holman Capital 129 Kansas EOC/Dispatch Financing Proposal for a total of \$1,000,000**  
**Motion made by Commissioner Wardell**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**



- h. McKinstry 129 Kansas EOC/Dispatch Construction Agreement**  
**Motion to approve McKinstry 129 Kansas EOC/Dispatch Construction Agreement for a total of \$5,010,001**  
**Motion made by Commissioner Wardell**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**
- i. McKinstry Jail Kitchen Remodel Change Order**  
**Motion to approve McKinstry Jail Kitchen Remodel Change Order for a total of \$246,918.51**  
**Motion made by Commissioner Wardell**  
**Second by Commissioner Sporleder**  
**Voting No: Chairman Andreatta**  
**Voting Yes: Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**
- j. Grandote Golf Inc. Liquor License Renewal and Name Change**  
**Motion to approve Grandote Golf Inc. Liquor License Renewal and Name Change**  
**Motion made by Commissioner Wardell**  
**Second by Commissioner Sporleder**  
**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**  
**Motion Passes**

## **8. CORRESPONDENCE**

**Carl Young, County Administrator reviewed correspondence with BOCC**

- a. Final Innovative Housing Opportunities Plan**
- b. CTSI October CAPP Reports**
- c. Leave Balances as of 11 02 2024**
- d. CTSI Technical Update: Understanding Qualifying Life Events and Health Coverage**
- e. CTSI Technical Update: Cybersecurity Insights - Fake Login Pages and Malware Office Suite**
- f. CTSI Technical Update: The Rising Risk of Lithium-Ion Battery Fires**
- g. CTSI Technical Update: IRS Raises Affordability Threshold for 2025**
- h. CTSI Technical Update: Protecting County Assets Adding Buildings and Builder's Risk Insurance**
- i. CTSI Technical Update: Managing AI Risks in Contract Management**
- j. CTSI Technical Update Winter Weather Driving**

**9. STAFF REPORTS**

a. County Administrator

**Carl Young addressed letter of cost increase from the water attorney. The new cost is \$405.00 per hour and \$115.00 per hour assist time.**

b. County Attorney

**NONE**

**10. EXECUTIVE SESSION**

**NONE**

**11. ADJOURNMENT**

**Motion to adjourn meeting at 10:30 AM**

**Motion made by Commissioner Wardell**

**Second by Commissioner Sporleder**

**Voting Yes: Chairman Andreatta, Commissioner Sporleder, Commissioner Wardell**

**Motion Passes**

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

**COMMISSIONERS:**

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**Arica Andreatta, Chairman**

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**Karl Sporleder**

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**Mitchell Wardell**

HUERFANO COUNTY

<b>GREEN SHEET/STATUS CHANGE</b>		EFFECTIVE DATE
		<b>12/1/2024</b>
NAME: <b>James Graham</b>	PAYROLL :	<b>12/20/2024</b>

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


CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE		<b>Detention Officer</b>
DEPARTMENT		<b>Jail</b>
HOURS		
ANNUAL SALARY		<b>\$38,000.00</b>
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	<b>Non-Exempt</b>	<b>Non-Exempt</b>

**REASON FOR CHANGE**

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

COMMENTS, IF NECESSARY

**Motion to hire James Graham as a Detention Officer within the Jail . Contingent upon completion of a CBI background check and negative drug screen.**

  
 Elected Official / Department Head      11/14/2024  
 Date

\_\_\_\_\_  
 Chair, Board of County Commissioners

  
 Human Resources Officer      11/14/2024  
 Date

\_\_\_\_\_  
 Budget Officer      Date

\_\_\_\_\_  
 Date Inputed Into System

HUERFANO COUNTY

<b>GREEN SHEET/STATUS CHANGE</b>		EFFECTIVE DATE
		12/1/2024
NAME: <b>Sara Ortiz</b>	PAYROLL:	12/20/2024

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

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE		<b>Detention Officer</b>
DEPARTMENT		<b>Jail</b>
HOURS		
ANNUAL SALARY		<b>\$38,000.00</b>
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	<b>Non-Exempt</b>	<b>Non-Exempt</b>

**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

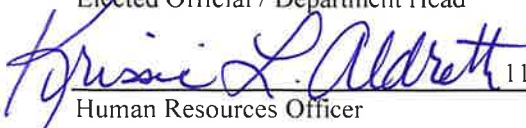
OTHER

COMMENTS, IF NECESSARY

**Motion to hire Sara Ortiz as a Detention Officer within the Jail . Contingent upon completion of a CBI background check and negative drug screen.**

  
 \_\_\_\_\_ 11/14/2024  
 Elected Official / Department Head Date

\_\_\_\_\_  
 Chair, Board of County Commissioners

  
 \_\_\_\_\_ 11/14/2024  
 Human Resources Officer Date

\_\_\_\_\_  
 Budget Officer Date

# FISCAL YEAR 2025 PRELIMINARY BUDGET

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Huerfano County, Colorado

# Timeline

When	Who	What
October 15 <sup>th</sup>	County Administrator	County Administrator presents Preliminary Proposed Budget to Commissioners
October 15 <sup>th</sup>	Board of County Commissioners	Make Preliminary Proposed Budget available to the public
October 29 <sup>th</sup> , November 12 <sup>th</sup> , and 19 <sup>th</sup>	Board of County Commissioners	Commissioner meetings with individual departments and agencies
November 12 <sup>th</sup>	Board of County Commissioners	Conduct public hearing regarding 2025 budget in Huerfano County
November 26 <sup>th</sup>	Board of County Commissioners	Budget workshop with County Administrator and Finance to make final budget decisions
December 10 <sup>th</sup>	Board of County Commissioners	Adopt the 2025 budget and certify mill levy for Huerfano County.

# Strategic Priorities

- **Talent Acquisition and Retention:** Build a talent advantage by establishing and maintaining training programs and youth employment or apprenticeship programs while engaging and empowering current employees.
- **Infrastructure and Facilities:** Maintain, preserve, and improve the quality of County-owned infrastructure and facilities, particularly the County Road System.
- **Economic Development:** Maintain an active, organized, and cooperative economic development program that encourages sustainable growth through retention and expansion of existing businesses, and reducing poverty rates along with efforts to grow and attract new businesses.
- **Public Safety:** Build interagency and community collaboration in order to provide greater accountability, build public trust, mitigate risks, and improve the safety and security of the community.

# Fund Balance Requirements

- Resolution 22-31 Adopted a Fund Reserve Policy for Huerfano County.
- TABOR Reserve is budgeted at \$350K in the General Fund.
- Certain Funds must account for a Working Capital Reserve.
  - Equal to 10% of Budgeted Operating Expenditures that cannot be used to balance the budget.
- General Fund has a target operational reserve of 25% of budgeted operating expenditures.
  - The TABOR Reserve, General Fund Working Capital Reserve, and General Fund Unassigned Fund Balance all count towards the Target Operational Reserve.



# Budget Overview: Structural Changes

- Ending use of the Other Admin Cost Center
  - Distributes formerly shared general fund costs into departmental cost centers
  - Each department now has line items for unemployment insurance and work comp
  - Some costs remain centralized in relevant departments
    - Property Insurance is centralized in the Public Works Cost Center
    - The Treasurer's clearing account is in the Treasurer Cost Center
- Creation of an internal services fund for IT expenses
  - The purchase of paper, ink, printers, computers, postage, etc. will be centralized
    - Bulk purchases of paper and ink will save money and increase efficiency
    - Printers and computers will have regular replacement schedules
  - Copier leases will be moved to this cost center and departments will be billed for usage

# Budget Overview: Operational Changes

- This budget includes a 2% cost of living increase
- The decision to switch Health Insurance providers allowed the County to avoid a 9% increase in 2025.
  - The change from a 3 tier system to a 4 tier system may result in additional savings after open enrollment
- Ending contracted law enforcement coverage for the City of Walsenburg will have a major impact on the General Fund, particularly the Sheriff's Office
  - The SO budget has been reduced by roughly \$700K as a result
  - If there is a transition agreement with the City the Sheriff's budget may increase

# Budget Overview: Process Notes

- The 2023 Audit is still underway and the auditor is actively working with Finance.
  - Last week's corrections included making budgeted transfers in 2023 that were not previously made.
  - This resulted in significant balance changes in PILT, Special Projects, Emergency Services, Road and Bridge, and the County General Fund
- We expect continuing changes until the audit is complete

# GENERAL FUND

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# Fund Summary

	<b>2023 Unaudited Actual</b>	<b>2024 Estimated</b>	<b>2025 Recommended</b>
Beginning Balance	\$1,719,978	\$1,500,988	\$2,135,623
Revenues	\$8,492,251	\$8,338,387	\$7,725,673
Expenditures	\$8,711,242	\$7,703,752	\$8,171,387
Ending Balance	\$1,500,988	\$2,135,623	\$1,689,909

# Fund Balance Requirements

## Combined Operational Reserve

- Targeted: \$3,375,820
- Actual: \$1,676,074
- Difference: (\$1,349,746)

## Working Capital Reserve Requirement Met

- Fund Balance above \$716,986

## Key Numbers

- \$350,000 TABOR Reserve
- \$810,548 in Debt Service
- \$600,000 in Transfers into the General Fund
- \$0 in Transfers out of the General Fund

# Board of County Commissioners

Department	2023 Actual	2024 Estimated	2025 Requested	2025 Recommended
Land Use and Building	\$254,906	\$192,593	\$214,269	\$215,201
Other Administration	\$1,086,702	\$889,766	\$271,810	\$0
Public Works	\$459,237	\$393,561	\$356,678	\$723,278
Transfer to Other Funds	\$0	\$0	\$350,000	\$350,000
CSU Cooperative Extension	\$13,739	\$19,000	\$21,850	\$20,850
Airport	\$290,742	\$108,892	\$632,950	\$633,450
Veterans	\$18,400	\$1,000	\$1,000	\$1,000
Administration	\$743,758	\$713,429	\$727,652	\$1,007,175
IT/GIS	\$232,208	\$128,048	\$130,480	\$128,982
Parks and Recreation	\$21	\$139,295	\$168,182	\$156,909
Judicial Center	\$675,233	\$782,100	\$683,900	\$729,300
Economic Development	\$102,938	\$9,003	\$0	\$0
<b>Total</b>	<b>\$3,877,884</b>	<b>\$3,376,687</b>	<b>\$3,558,771</b>	<b>\$3,966,145</b>

# County Clerk and Recorder

<b>Department</b>	<b>Clerk &amp; Recorder</b>	<b>Elections</b>	<b>Total</b>
<b>2023 Actual</b>	\$357,620	\$104,595	<b>\$462,215</b>
<b>2024 Estimated</b>	\$381,543	\$195,609	<b>\$577,152</b>
<b>2025 Requested</b>	\$482,592	\$195,909	<b>\$678,501</b>
<b>2025 Recommended</b>	\$344,743	\$167,022	<b>\$511,765</b>



# County Treasurer

Department	Treasurer	Public Trustee	Total
<b>2023 Actual</b>	\$304,608	\$13,515	<b>\$318,123</b>
<b>2024 Estimated</b>	\$291,950	\$14,245	<b>\$306,195</b>
<b>2025 Requested</b>	\$308,869	\$14,245	<b>\$323,114</b>
<b>2025 Recommended</b>	\$320,659	\$13,457	<b>\$334,116</b>

# County Assessor

2023 Actual	\$393,756
2024 Estimated	\$382,366
2025 Requested	\$409,444
2025 Recommended	\$417,204

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# 3<sup>rd</sup> Judicial District Attorney's Office

The presented numbers are for the DA's office allocation and do not include utilities, which remain budgeted at \$5,000.

2023 Actual	\$415,320
2024 Estimated	\$581,508
2025 Requested	\$682,556
2025 Recommended	\$590,000

# County Sheriff

Department	Sheriff	Sheriff (City)	Jail	Search and Rescue	Law Enforcement Assistance	Total
<b>2023 Actual</b>	\$1,883,979	\$73,905	\$860,009	\$2,545	\$0	<b>\$2,820,438</b>
<b>2024 Estimated</b>	\$1,698,529	\$0	\$455,872	\$17,200	\$400	<b>\$2,172,001</b>
<b>2025 Requested</b>	\$1,657,759	\$0	\$831,355	\$25,700	\$500	<b>\$2,515,314</b>
<b>2025 Recommended</b>	\$1,185,012	\$0	\$828,570	\$14,930	\$500	<b>\$2,029,012</b>

# County Coroner

2023 Actual	\$112,226
2024 Estimated	\$92,844
2025 Requested	\$126,021
2025 Recommended	\$118,529

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# Las Animas-Huerfano Counties District Health Department

2023 Actual	\$144,291
2024 Estimated	\$210,000
2025 Requested	\$210,000
2025 Recommended	\$210,000

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# MAJOR FUNDS

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# Road and Bridge Fund

Department	R/B Apportionment to Municipalities	R/B Construction	R/B Maintenance of Condition	R/B Administration	Noxious Weeds	Total
<b>2023 Actual</b>	\$1,681	\$0	\$786,829	\$1,472,532	\$87,200	<b>\$2,348,243</b>
<b>2024 Estimated</b>	\$1,605	\$0	\$638,021	\$1,418,915	\$107,416	<b>\$2,165,957</b>
<b>2025 Requested</b>	\$1,605	\$0	\$805,890	\$1,536,427	\$136,470	<b>\$2,480,392</b>
<b>2025 Recommended</b>	\$1,582	\$683,146	\$768,913	\$1,498,688	\$135,775	<b>\$3,088,104</b>



# Public Welfare Fund

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	2023 Unaudited Actual	2024 Projected	2025 Recommended
Beginning Balance	\$612,060	\$145,395	\$10,240
Revenues	\$2,377,103	\$2,334,756	\$2,563,595
Expenditures	\$2,843,769	\$2,469,910	\$2,559,271
Ending Balance	\$145,395	\$10,240	\$14,564

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# Emergency Services Fund

Department	Emergency Management	Emergency Services	Total
<b>2023 Actual</b>	\$175,381.41	\$762,348.71	<b>\$937,730.12</b>
<b>2024 Estimated</b>	\$239,625.00	\$1,563,543.00	<b>\$1,803,168.00</b>
<b>2025 Requested</b>	\$240,410.00	\$1,825,365.00	<b>\$2,065,775.00</b>
<b>2025 Recommended</b>	\$242,820.00	\$1,295,224.00	<b>\$1,538,044.00</b>

# Asset Management Fund

Department	Transfer to Other Funds	Lease Purchase Program	Asset Management Enterprise	Total
<b>2023 Actual</b>	\$0	\$0	\$1,256,510	<b>\$1,256,510</b>
<b>2024 Estimated</b>	\$0	\$0	\$1,221,461	<b>\$1,221,461</b>
<b>2025 Requested</b>	\$0	\$0	\$0	<b>\$0</b>
<b>2025 Recommended</b>	\$140,000	\$0	\$284,869	<b>\$424,869</b>

# MINOR FUNDS

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# Recommended Budgets

<b>Fund Name</b>	<b>Beginning Balance</b>	<b>Recommended Revenues</b>	<b>Recommended Expenditures</b>	<b>Ending Balance</b>
Lodging Tax Tourism	\$88,730	\$85,000	\$102,118	\$71,612
Special Projects	-\$571,409	\$921,827	\$326,535	\$23,883
Retirement	\$150,661	\$206,444	\$183,932	\$173,173
Contingency	\$287,960	\$0	\$287,960	\$0
Parks and Recreation	\$150,316	\$0	\$0	\$150,316
Housing Authority	\$250,000	\$262,600	\$353,600	\$159,000
Conservation Trust	\$45,677	\$14,032	\$27,000	\$32,709

# Recommended Budgets

<b>Fund Name</b>	<b>Beginning Balance</b>	<b>Recommended Revenues</b>	<b>Recommended Expenditures</b>	<b>Ending Balance</b>
PILT	-\$153,221	\$625,000	\$433,500	\$38,279
Opioids	\$64,623	\$17,465	\$55,000	\$27,088
Federal Forest	\$86,365	\$18,405	\$104,770	\$0
Internal Services	\$0	\$98,750	\$89,150	\$9,600
Waste Transfer	\$0	\$0	\$0	\$0
Gardner PID	\$62,964	\$88,520	\$81,983	\$69,501
Disaster Recovery	\$926,267	\$0	\$800,000	\$126,267



## MEMORANDUM

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**MEETING TYPE:** Board of County Commissioners

**MEETING DATE:** November 19, 2024

**ITEM NAME:** Resolution Authorizing 129 Kansas Lease-Purchase with Holman Capital

**SUBMITTED BY:** Carl Young, County Administrator

**SUMMARY:** Pursuant to your approval of Holman Capital’s proposal at your last meeting, this action item includes both the resolution authorizing the County to enter into a Lease Purchase Agreement with Holman Capital and a draft of the agreement.

**RECOMMENDATION:** Motion to adopt Resolution 24-44, a resolution authorizing the execution and delivery of an lease-purchase agreement, an escrow agreement, site lease, assignment agreement, and rental schedule, and additionally related and ancillary documents, with respect to the acquisition, purchase, financing, and leasing of certain property for the public benefit; authorizing the execution and delivery of documents required in connection therewith; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution

**BACKGROUND:**

**BOARD ACTION TAKEN:**

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: \_\_\_\_\_

NOTES:

**RESOLUTION NO. 24-44**

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

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN LEASE-PURCHASE AGREEMENT, AN ESCROW AGREEMENT, SITE LEASE, ASSIGNMENT AGREEMENT, AND RENTAL SCHEDULE, AND ADDITIONALLY RELATED AND ANCILLARY DOCUMENTS, WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING, AND LEASING OF CERTAIN PROPERTY FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.**

**WHEREAS**, Huerfano County, Colorado (the “*Lessee*”), a body politic and corporate duly organized and an existing County and political subdivision of the State of Colorado is authorized by the laws of the State of Colorado to purchase, acquire, and lease property for the benefit of the Lessee and those it provides services to and to enter into contracts with respect thereto;

**WHEREAS**, the Lessee desires to purchase, acquire and/or lease certain property necessary for the Lessee to perform essential governmental functions; including without limitation, an Emergency Operations 911 Call Center Modernization Project (and all other equipment and or property Lessee or its Designated Officers may deem necessary and/or desirable) (the “*Project*”), pursuant to an Lease-Purchase Agreement dated December 10, 2024 between Huerfano County and Holman Capital Corporation (the “*Lessor*”) in an amount of not more than \$1,000,000.00 (the “*Property*”);

**WHEREAS**, in order to acquire such Equipment, the Lessee proposes to enter into a Lease-Purchase Agreements (together with the Rental Schedules and all related exhibits, schedules, and certificates attached thereto, (the “*Lease Agreements*”) with Holman Capital Corporation (the “*Lessor*”) and one Escrow Agreement (together with the ancillary related documents therewith, (the “*Escrow Agreement*”)) with the Lessor and Eastern Colorado Bank, as escrow agent, the forms of which have been presented to the governing body of the Lessee at this meeting;

**WHEREAS**, the Lessor has agreed to assign all of its rights, title and interest in and to the Property, the Lease Agreements and the Escrow Agreement (collectively, the “*Transaction Documents*”) to Eastern Colorado Bank and the Lessee has consented and acknowledged to the foregoing;

**WHEREAS**, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Transaction Documents for the purchase, acquisition, and leasing of the Property to be therein described on the terms and conditions therein provided.



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

*Section 1. Approval of Documents.* The governing body of the Lessee hereby approves the form, terms and provisions of the Transaction Documents in substantially the forms presented to this meeting and authorizes and directs Carl Young, County Administrator, and such other persons as he may delegate (the “Designated Officers”), and each of them individually, for and in the name of and on behalf of the Lessee, to execute and deliver the Transaction Documents, and any related Certificate, Exhibits, or other documents attached thereto in such forms with such changes, insertions, revisions, corrections, or amendments as shall be approved by the officer executing them. The execution of the foregoing by a Designated Officer shall constitute conclusive evidence of such officer’s and the governing body’s approval of any such changes, insertions, revisions, corrections, or amendments to the respective forms of agreements presented to this meeting.

*Section 2. Other Actions Authorized.* The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Transaction Documents to carry out, give effect to, and consummate the transactions contemplated thereby (including the execution and delivery of Certificates of Acceptance and /Rental Payment Requests, Notice and Acknowledgements of Assignments, and any tax certificate and agreement, each with respect to and as contemplated in the Agreement and/or Escrow Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Transaction Documents. The Designated Officers and all other officers and employees of the Lessee are hereby directed and authorized to take and shall take all action necessary or reasonably required in order to select, purchase, and take delivery of the Property. All actions heretofore taken by officers, employees, and agents of the Lessee that are in conformity with the purposes and intent of this resolution are hereby approved, confirmed, and ratified.

*Section 3. No General Liability.* Nothing contained in this Resolution No. [24-\_\_\_], the Transaction Documents, nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution No. [24-\_\_\_], the Transaction Documents, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Transaction Documents are special limited obligations of the Lessee as provided therein.

*Section 4. Appointment of Authorized Lessee Representatives.* The Designated Officers are each hereby designated to act as authorized representatives of the Lessee for purposes of the Transaction Documents until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Transaction Documents.

*Section 5. Severability.* If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution No. [24-\_\_].

*Section 6. Repealer.* All bylaws, orders, and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution, or ordinance or part thereof.

*Section 7. Effective Date.* Be it further resolved that this resolution shall be in effect upon its adoption. All resolutions and portions of resolutions in conflict with the above are hereby replaced.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 19<sup>th</sup> day of NOVEMBER, 2024.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS  
OF HUERFANO COUNTY, COLORADO

BY \_\_\_\_\_

Arica Andreatta, Chairman

\_\_\_\_\_  
Karl Sporleder, Commissioner

\_\_\_\_\_  
Mitchell Wardell, Commissioner

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**INDEX TO LEGAL DOCUMENTS**  
**BANK-QUALIFIED, APPROPRIATION-BASED, ESCROW FUNDED TAX-EXEMPT**  
**LEASE-PURCHASE AGREEMENT**  
**DATED DECEMBER 10, 2024, BY AND BETWEEN HOLMAN CAPITAL CORPORATION**  
**AND COUNTY OF HUERFANO**

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Lease Documents:

Tab 1:	Lease-Purchase Agreement;
Tab 2:	Exhibit A – Property Description;
Tab 3:	Exhibit B– Schedule of Rental Payments;
Tab 4:	Exhibit C – Preliminary Title Report;
Tab 5:	Exhibit D – Annual Repayment Obligation Compliance Certificate;
Tab 6:	Exhibit E – Opinion of District Counsel
Tab 7:	Exhibit F – Authorization Resolution
Tab 8:	Exhibit G – Tax and Arbitrage Certificate
Tab 9:	Exhibit H – Closing and Incumbency Certificate
Tab 10:	Exhibit I – Closing Certificate
Tab 11:	Exhibit J - Closing Memorandum
Tab 12:	Site Lease Agreement;
Tab 13:	Exhibit A – Leased Property;
Tab 14:	Escrow Agreement;
Tab 15:	Exhibit A – Payment Request Form
Tab 16:	Exhibit B – Disbursement Conditions
Tab 17:	Form 8038-G;

Assignment Documents (Lessor and Investor Only):

Tab 18:	Assignment Agreement with Schedule A thereto.
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**HOLMAN CAPITAL CORPORATION**

**RECORDING REQUESTED BY:**

**WHEN RECORDED RETURN TO:**

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**LEASE/PURCHASE AGREEMENT**

between the

**COUNTY OF HUERFANO**

and

**HOLMAN CAPITAL CORPORATION**

Dated: December 10, 2024

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The term of this Lease/Purchase Agreement is less than 25 years.

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## LEASE/PURCHASE AGREEMENT

This Lease/Purchase Agreement dated December 10, 2024 (this "Agreement"), and entered into between Holman Capital Corporation, a Delaware corporation (the "Lessor"), as lessor, and the County of Huerfano (the "Lessee"), a County organized and existing under Colorado Revised Statutes (C.R.S.) § 30-1-101 et seq., and other laws of the State of Colorado, as Lessee;

### RECITALS:

WHEREAS, pursuant to C.R.S. § 30-1-101, et seq., under the laws of the State of Colorado authorize the Lessee to provide for the acquisition, construction, and financing of facilities for the use of the Lessee;

WHEREAS, the Lessor has agreed to assist the Lessee to finance the construction of Emergency Operations 911 Call Center Modernization Project (the "2024 Project" or "Project") by entering into this Lease/Purchase Agreement;

WHEREAS, such financing will be accomplished by (i) the Lessee's leasing property to the Lessor pursuant to the Site Lease (defined below), in exchange for an advance rental, (ii) the Lessor's leasing to the Lessee the property leased under the Site Lease pursuant to this Lease/Purchase Agreement, under which the Lessee will be obligated to make Rental Payments (as such term is defined herein) to the Lessor; (iii) the Lessor's assignment without recourse of all rights to receive such Rental Payments to Assignee (defined below), in exchange for the amount payable by the Lessor under the Site Lease; and (iv) the application of the amount payable as advance rental under the Site to the payment of the cost of the 2024 Project and payment of transaction costs;

WHEREAS, the Lessee is authorized to enter into this Lease/Purchase Agreement for the purposes and subject to the terms and conditions set forth herein and the Lessor is authorized and desires to enter into the Lease/Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereby agree as follows:

### AGREEMENT:

#### ARTICLE 1

#### DEFINITIONS; OTHER PROVISIONS OF GENERAL APPLICABILITY

**Section 1.1. Definitions.** For all purposes of this Lease/Purchase Agreement and of any certificate, opinion, or other document herein mentioned, unless the context otherwise requires:

(A) The terms defined in this Section shall have the meanings herein specified and include the plural as well as the singular.

(B) All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.

(C) All references herein to "generally accepted accounting principles" refer to such principles as they exist at the date of applicability thereof.

(D) All references herein to “Articles,” “Sections,” and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Lease/Purchase Agreement as originally executed.

(E) The words “herein,” “hereof,” “hereby,” “hereunder,” and other words of similar import refer to this Lease/Purchase Agreement as a whole and not to any particular Article, Section, or other subdivision.

(F) Words of any gender shall mean and include words of all other genders.

**Applicable Environmental Laws** means and shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 USC Sections 9601 et seq.; the Resource Conservation and Recovery Act (“RCRA”), 42 USC Sections 6901 et seq.; the Federal Water Pollution Control Act, 33 USC Sections 1251 et seq.; the Clean Air Act, 42 USC Sections 7401 et seq.; [add state environmental statutes]; and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern:

- (1) the existence, cleanup, and/or remedy of contamination on property;
- (2) the protection of the environment from spilled, deposited, or otherwise emplaced contamination;
- (3) the control of hazardous wastes; or
- (4) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

**Appropriation** means the act of budgeting funds within the discretion and authority of the Board of County Commissioners for a specified purpose and appropriating such funds for use within the then current fiscal year in accord with the laws of the State of Colorado.

**Assignee** means that particular state-chartered bank to be selected by Lessor, which must be duly organized and validly existing under the laws of the State of Colorado, or its successors or assigns as assignee under the Assignment Agreement.

**Assignment Agreement** means the Assignment Agreement dated of even date herewith, between the Lessor and the Assignee.

**Business Day** means any day other than a Saturday, Sunday, or a day on which banking institutions in the State are authorized or obligated by law or executive order to be closed.

**Code** means the Internal Revenue Code of 1986 and the regulations applicable to or issued thereunder.

**Effective Interest Rate** means the rate of interest per annum specified on Exhibit B.

**Environmental Losses** means Losses suffered or incurred by an Indemnitee, arising out of or as a result of: (a) the occurrence at any time of any Hazardous Substance Activity; (b) any violation at any time of any Applicable Environmental Laws relating to the Property or to the ownership, use, occupancy or operation thereof; (c) any investigation, inquiry, order, hearing, action, or other proceeding by or before any governmental agency in connection with any Hazardous Substance Activity occurring or allegedly occurring; or (d) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee which directly or indirectly relates to, arises from or is based on any of the matters described in clauses (a), (b), or (c), or any allegation of any such matters.



**Event of Default** means any of the events specified in Section 7.1 (Events of Default).

**Fiscal Year** means the period beginning on January 1 of each year and ending on the next succeeding December 31 as the official fiscal year period of the Lessee.

**Funding Date** means the date payment is made by the Lessor to or for the account of the Lessee under the Site Lease and the Lessee and Lessor have satisfied the closing conditions of Section 10 of the Assignment Agreement.

**Hazardous Substance** means any substance that shall, at any time, be listed as “hazardous” or “toxic” in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the Leased Property, wastes, petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 et seq.).

**Hazardous Substance Activity** means any actual, proposed, or threatened use, storage, holding, existence, location, release (including, without limitation, any spilling, leaking, leaching, pumping, pouring, emitting, emptying, dumping, disposing into the environment, and the continuing migration into or through soil, surface water, groundwater or any body of water or the air), discharge, deposit, placement, generation, processing, construction, treatment, abatement, removal, disposal, disposition, handling, or transportation of any Hazardous Substance from, under, in, into, or on the Property, including without limitation, the movement or migration of any Hazardous Substances from surrounding property, surface water, groundwater or any body of water, or the air under, in, into or onto the Property and any residual Hazardous Substances contamination in, on, or under the Property.

**Leased Property and Property** means the real property described in Exhibit A attached to this Lease/Purchase Agreement together with all present and future improvements located thereon and furniture installed or located therein.

**Lease Obligations** means all of the Lessee’s obligations under this Agreement as may be supplemented, amended, extended and otherwise modified from time to time.

**Lease/Purchase Agreement and Agreement** means this Lease/Purchase Agreement between the Lessor and the Lessee, wherein the Lessor leases the Leased Property to the Lessee, as originally executed and as it may from time to time be supplemented, modified, or amended pursuant to the provisions hereof.

**Lessee** means the County of Huerfano as lessor under the Site Lease and lessee hereunder.

**Lessor** means Holman Capital Lessor, a Delaware corporation, or its successors or assigns as lessee under the Site Lease and lessor hereunder.

**Losses** means all charges, losses, liabilities, damages (whether actual, consequential, punitive, or otherwise denominated), costs, fees, demands, claims (for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, causes of action, assessments, fines, penalties, costs, and expenses of any kind or character, foreseeable and unforeseeable, liquidated and contingent, proximate and remote, including, without limitation, the following: (a) the reasonable fees and expenses of outside legal counsel; (b) the reasonable fees and expenses of accountants, third-party consultants, and other independent contractors retained by an Indemnitee; (c) costs, including capital, operating and maintenance costs, incurred in connection with any investigation or monitoring of site conditions or any clean up, remedial, removal or restoration work required or performed by any federal, state

or local governmental agency or political subdivision or performed by any non-governmental entity or person that is required by Applicable Environmental Laws or administrative ruling or directive because of the presence, suspected presence, release or suspected release of Hazardous Substances in violation of Applicable Environmental Laws in the air, soil, surface water or groundwater at the Property; (d) loss of use or damage to the Property; or (e) reasonable costs and expenses of enforcing the Indemnity provided for in Section 5.6.

**Minimum DCR Requirement** means a debt coverage ratio of at least 1.25:1.00, measured annually based on the Lessee's audited financial statements, with such ratio calculated by the Lessor as the Lessee's general fund earnings, property taxes and other funding sources (e.g. endowment income), all before interest, taxes, depreciation and amortization divided by current portion of long-term debt plus interest expense.

**National Flood Insurance Program** means the insurance program created by the National Flood Insurance Act of 1968 and administered by the Federal Emergency Management Agency.

**Net Proceeds** means the amount remaining from the gross proceeds of any insurance claim or condemnation award made in connection with the Leased Property, after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

**Opinion of Counsel** means a written opinion of a law firm experienced in matters relating to obligations the interest on which is excludable from gross income for federal income tax purposes, selected by the Lessee and acceptable to the Lessor.

**Payment Date** means the scheduled payment due dates referenced in the payment schedule in Exhibit B, June 10 and December 10 in each year, commencing June 10, 2025.

**Permitted Encumbrances** means, with respect to the Leased Property, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent, or that the Lessee may, pursuant to the provisions of Section 5.4(C) (**Contest of Charges**), permit to remain unpaid; (ii) this Lease/Purchase Agreement; (iii) the Site Lease; (iv) the Assignment Agreement; (v) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; (vi) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions that the Lessee certifies in writing will not impair the use of the Leased Property or to which the Assignee consents in writing and (vii) all exceptions, easements, rights, rights-of-way, and other matters of record set forth on the Preliminary Title Report issued by <Add title Insurance Company> dated [REDACTED], 20 [REDACTED], a copy of which is attached as Exhibit "C" (the "Preliminary Title Report").

**Person** means a Lessor, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

**Prepayment Premium** means, as applicable to any prepayment occurring at any time during an Extension Term, as defined in Section 4.10, below, Two Percent (2.0%) of the cumulative outstanding principal component of Rental Payments owed to Lessor during such Extension Term as of the date of calculation.

**Purchase Option Price** means the sum of: (1) all accrued and unpaid interest, (2) all outstanding principal component (which shall not include the Rental Payment due on the applicable payment date), (3) the applicable Prepayment Premium, and (4) the Rental Payment due on the applicable payment date, plus the amount of any Rental Payments that were abated and that have not been otherwise paid from rental

abatement insurance or other sources or paid during an extension of the lease term, plus any Rental Payments then in default and any other amounts then due and payable by the Lessee under this Agreement.

**Rental Payments** means the Rental Payments payable by the Lessee pursuant to the provisions of the Lease/Purchase Agreement.

**Site Lease** means the Site Lease between the Lessee and the Lessor dated of even date herewith, wherein the Lessee leases the Leased Property to the Lessor, as originally executed and as it may from time to time be supplemented, modified, or amended pursuant to the provisions hereof and thereof.

**State** means the State of Colorado.

**Statement, Certificate, Request, Requisition, and Order of the Lessee** mean, respectively, a written statement, certificate, request, requisition, or order signed in the name of the Lessee by the Lessee Manager, the Director of Finance, or any other person authorized by the Lessee to execute such instruments. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

**Tax Certificate** means the tax certificate delivered by the Lessee at the time of the execution and delivery of this Lease/Purchase Agreement, as the same may be further amended or supplemented in accordance with its terms.

**Section 1.2. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to:

County of Huerfano  
401 Main Street, Suite 201  
Walsenburg, CO 81089  
Attention: Carl Young, County Administrator

or, if to the Lessor, addressed to the Lessor as follows:

Holman Capital Corporation  
25231 Paseo De Alicia, Suite 105  
Laguna Hills, CA 92653  
Attention: Lance Holman, President & CEO

or, if to the Assignee, addressed to the Assignee at the address the Lessor will provide.

The Lessee, the Lessor, and the Assignee may, by notice given hereunder, designate any further or different address to which subsequent notices shall be sent.

**Section 1.3. Successors and Assigns.** Whenever in this Lease/Purchase Agreement either the Lessee or the Lessor is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Lease/Purchase Agreement contained by, on behalf of, or for the benefit of the Lessee or the Lessor shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

**Section 1.4. Benefits of Agreement.** Nothing in this Lease/Purchase Agreement expressed or implied is intended or shall be construed to give to any person other than the Lessee, the Lessor, and the Assignee any legal or equitable right, remedy, or claim under or in respect of this Lease/Purchase Agreement or any covenant, condition, or provision therein or herein contained; and all such covenants, conditions, and provisions are and shall be held to be for the sole and exclusive benefit of the Lessee and the Lessor.

**Section 1.5. Amendments.** This Lease/Purchase Agreement may be altered, amended, or modified in writing as may be mutually agreed by the Lessor, the Lessee, and the Assignee, subject to the prior written approval of the Lessor and the Lessee.

**Section 1.6. Effect of Headings and Table of Contents.** The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect of this Lease/Purchase Agreement.

**Section 1.7. Validity and Severability.** If any one or more of the provisions contained in this Lease/Purchase Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Lease/Purchase Agreement and such invalidity, illegality, or unenforceability shall not affect any other provision of this Lease/Purchase Agreement, and this Lease/Purchase Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Lessee and the Lessor hereby declare that they would have adopted this Lease/Purchase Agreement and each and every other Section, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Lease/Purchase Agreement may be held illegal, invalid, or unenforceable.

If for any reason it is held that any of the covenants and conditions of the Lessee hereunder, including the covenant to pay rentals hereunder, is unenforceable for the full term hereof, then and in such event this Lease/Purchase Agreement is and shall be deemed to be a lease from year to year under which the rentals are to be paid by the Lessee annually in consideration of the right of the Lessee to possess, occupy, and use the Leased Property, and all of the rental and other terms, provisions, and conditions of this Lease/Purchase Agreement, except to the extent that such terms, provisions, and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect.

**Section 1.8. Governing Law.** This Lease/Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Any action to enforce the provisions of this agreement shall be brought in a court of appropriate jurisdiction in Huerfano County, Colorado.

**Section 1.9. Execution in Counterparts.** This Lease/Purchase Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 1.10. Entire Agreement.** This Lease/Purchase Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements, and understandings, if any, between the parties or displayed by the Lessor to the Lessee with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease/Purchase Agreement. All negotiations and oral agreements acceptable to all parties have been merged into and are included herein, and there are no other representations or warranties between the parties and all reliance with respect to representations is solely upon the representations and agreements contained herein.

**Section 1.11. Independent Legal Counsel.** The Lessor and the Lessee mutually acknowledge that they each have had the opportunity to be represented by independent legal counsel in negotiations leading up to and in executing this Lease/Purchase Agreement. Further, the Lessor and the Lessee acknowledges that each has read this Lease/Purchase Agreement carefully, knows and understands the contents hereof, and has made such investigation of the facts pertaining to the subject matter hereof.

**Section 1.12. Exhibits.** All exhibits attached to this Lease/Purchase Agreement and all plats, riders, and addenda attached hereto, if any, are incorporated herein by reference and made a part of this Lease/Purchase Agreement.

**Section 1.13. TABOR.** The parties understand and acknowledge that the Lessee is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement, the Site Lease, or the Escrow Agreement (the "Lease Agreements"). It is understood and agreed that the Lease Agreements do not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in the Lease Agreements to the contrary, all payment obligations of the Lessee are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Lessee's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Lessee payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Huerfano County, and other applicable law. Upon the failure to appropriate such funds, the Lease Agreements shall be terminated.

## **ARTICLE 2 REPRESENTATIONS AND COVENANTS OF LESSOR AND LESSEE**

**Section 2.1. Representations and Covenants of the Lessor.** The Lessor represents and covenants for the benefit of the Lessee and its assignees as follows:

(A) Valid Existence. The Lessor has been duly organized and is validly existing as a corporation under the laws of the State of Delaware and is qualified to do business in the State of Colorado.

(B) Power to Enter into Lease/Purchase Agreement. The Lessor is authorized to enter into this Lease/Purchase Agreement and perform all of its obligations hereunder.

(C) Due Authorization. This Lease/Purchase Agreement has been duly authorized by all necessary action on the part of the Lessor.

(D) Enforceability of Lease/Purchase Agreement. The Lessor represents, covenants, and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of this Lease/Purchase Agreement, except as such enforceability may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally and by the application of equitable principles.

**Section 2.2. Representations and Covenants of Lessee.** The Lessee hereby represents to the Lessor as follows:

(A) Valid Existence. The Lessee has been duly organized and is validly existing as a County under the laws of the State of Colorado.

(B) Power to Enter into Agreements. The Lessee is authorized under the [C.R.S. § 30-1-101 et. seq., to enter into the Site Lease and this Lease/Purchase Agreement and to perform all of its obligations thereunder and hereunder.

(C) Due Authorization. The Site Lease and this Lease/Purchase Agreement have been duly authorized by all necessary action on the part of the Lessee taken at a duly noticed and held public meeting.

(D) Enforceability of Agreements. The Lessee represents, covenants, and warrants that the Site Lease and this Lease/Purchase Agreement are valid and binding obligations of the Lessee, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and by the application of equitable principles.

(E) No Violation of Law or Breach of Contract. The execution and delivery of the Site Lease and this Lease/Purchase Agreement and compliance with the provisions thereof and hereof will not (i) violate any applicable provision of statutory law or regulation, (ii) breach or otherwise violate any existing obligation of the Lessee under any court order or administrative decree to which the Lessee is subject, or (iii) breach, or result in a default under, any loan agreement, note, Resolution, indenture, contract, agreement, or other instrument to which the Lessee is a party or is otherwise subject or bound.

(F) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending or, to Lessee's best knowledge, overtly threatened in writing wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of the Site Lease or this Lease/Purchase Agreement.

(G) No Defaults. The Lessee has never failed to appropriate or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Lease/Purchase Agreement, or under any of its bonds, notes, or other debt obligations.

(H) Financial Condition. The financial statements of the Lessee for the year ended December 31, 2023, supplied to the Lessor (i) were prepared in accordance with generally accepted accounting principles, consistently applied, and (ii) fairly present the Lessee's financial condition as of the date of the statements. The Lessee has experienced no material change in its financial condition since December 31, 2023.

(I) Fee Title; Encumbrances. The Lessee is the owner in fee of title to the Leased Property. No lien or encumbrance on the Leased Property materially impairs the Lessee's use of the Leased Property for the purposes for which they are, or may reasonably be expected to be, held. The Site Lease and this Lease/Purchase Agreement are the only leases that encumber the Leased Property. The Lessor acknowledges receipt and review of the Preliminary Title Report and understands the effect of the Permitted Encumbrances. The Lessee represents and warrants that the Permitted Encumbrances existing as of the effective date of this agreement do not impair the Lessee's use of the Leased Property for purposes for which they are, or may reasonably be expected to be, held.

(J) Use of the Leased Property. During the term of this Lease/Purchase Agreement, the Leased Property will be used by the Lessee only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority.

(K) Hazardous Substances. To the best of the Lessee's knowledge: (i) the Leased Property is free of all Hazardous Substances and no Hazardous Substance is currently being generated, processed, stored, transported, handled or disposed of, on, under or in the Property, except those used in the ordinary course of the Lessee's activities and in compliance with all Applicable Environmental Laws; (ii) there is no actual or alleged violation with respect to any Property of any Applicable Environmental Laws, and (ii) there is no action or proceeding pending or threatened before or appealable from any court, quasi-judicial body or administrative agency relating to Hazardous Substances affecting or alleged to be affecting any Property.

(L) **Flooding Risk.** To the Lessee's actual knowledge, at the time of entering into this agreement, the Leased Property is not located in a flood hazard area and has never been subject to material damage from flooding.

(M) **Value of Leased Property.** To the Lessee's best knowledge, the current fair market value of the Leased Property is at least \$5,400,000. The current insured value of the Leased Property is at least \$5,400,000.

Commented [MS1]: Is this amount based off of a recent appraisal?

(N) **Investment of Funds.** The Lessee agrees that the advance rental paid under the Site Lease shall be held as specified in the Escrow Agreement dated of even date herewith (the "Escrow Agreement"), between the Lessee, the Lessor, Assignee, and the escrow agent appointed under the Escrow Agreement.

### ARTICLE 3 LEASE OF LEASED PROPERTY

**Section 3.1. Lease of Leased Property.** The Lessor hereby demises and leases to the Lessee, and the Lessee hereby rents and hires from the Lessor, the Leased Property in accordance with the provisions of this Lease/Purchase Agreement, to have and to hold for the term of this Lease/Purchase Agreement.

**Section 3.2. Lease Term; Occupancy.**

(A) **Term.** The term of this Lease/Purchase Agreement shall commence on the Funding Date and, subject to Section 4.10, shall end on December 10, 2039, unless such term is extended or sooner terminated as hereinafter provided ("Lease Term"). If on December 10, 2039, any Event of Default has occurred and continues without cure by the Lessee, then the term of this Lease/Purchase Agreement shall be extended for so long as the default remains uncured, but not to exceed ten (10) years. When the aggregate rental paid under this Lease/Purchase Agreement equals the total rental originally scheduled herein, and the Lessee has paid and performed in full all of its other obligations under this Lease/Purchase Agreement, the term of this Lease/Purchase Agreement shall end ten (10) days thereafter or ten (10) days after written notice by the Lessee to the Lessor, whichever is earlier.

(B) **Occupancy.** The Lessee will take possession of the Leased Property upon commencement of the term of this Lease/Purchase Agreement.

**Section 3.3. Modifications to the Leased Property.** Subject to Section 5.5 (Liens) hereof, the Lessee shall, at its own expense, have the right to remodel, make alterations or improvements to, or attach fixtures, structures, or signs to the Leased Property if the alterations, improvements, fixtures, structures, or signs are necessary or beneficial for the use of the Leased Property by the Lessee, provided, however, that such actions by the Lessee: (i) shall not materially adversely affect the value of the Leased Property, (ii) shall be in compliance with all terms and conditions of this Agreement, applicable laws and regulations; and (iii) to the extent involving Project work, shall be in compliance with all disbursement conditions and related covenants as set forth in the Escrow Agreement.

**Section 3.4. Title to the Leased Property.** During the term of this Lease/Purchase Agreement, the Lessor shall have a leasehold estate in the Leased Property pursuant to the Site Lease, subject only to Permitted Encumbrances. The Lessor agrees that no encumbrance shall be created or placed on the Leased Property by the Lessor during the term of this Lease/Purchase Agreement and the Site Lease. Upon the termination or expiration of the term of this Lease/Purchase Agreement, full title to the Leased Property, without encumbrances by the Lessor, shall vest in the Lessee.

**ARTICLE 4**  
**RENTAL PAYMENTS**

**Section 4.1. Rental Payments.** The Lessee agrees to pay to the Lessor, its successor or assigns, as annual rental for the use of the Leased Property (subject to the provisions of Section 4.6 (Abatement of Rental) hereof) the following amounts, at the following times, in the manner hereinafter set forth:

(A) Amount and Timing. The Lessee shall pay rental payments, comprised of principal and interest components, in installments of the amounts and at the times set forth in the Schedule of Rental Payments attached as Exhibit B hereto. The interest components of the Rental Payments shall be paid by the Lessee as, and constitute, interest paid on the principal components of the Rental Payments. It is agreed that the Lessor's deposit of the advanced rental under the Site Lease and the full execution and delivery of the Escrow Agreement on terms acceptable to the Lessee shall be conditions precedent to commencement of the Lessee's obligation to make Rental Payments. At least fifteen (15) days before each Payment Date, the Assignee shall mail to the Lessee an invoice for the Rental Payment due on such date. The Lessee shall make its payments by electronic funds transfer through the Automated Clearing House (ACH) system.

(B) Extension of Lease Term. If the term of this Lease/Purchase Agreement shall have been extended pursuant to Section 3.2 (Lease Term; Occupancy) hereof because of an abatement of rental payments. Rental Payments shall continue to be due as described herein. Rental Payment installments shall continue to be payable in installments on each Payment Date, continuing to and including the date of termination of this Lease/Purchase Agreement. Upon such extension of this Lease/Purchase Agreement, the principal and interest components of the Rental Payments shall be re-established in an amended Exhibit B so that the principal components will, in the aggregate, be sufficient to pay all unpaid principal components and the interest components will be sufficient to pay all unpaid interest components plus interest on the extended principal components at the Effective Interest Rate, computed on the basis of a 360-day year composed of twelve 30-day months.

(C) Rental Period. Each payment of Rental Payments shall be for the use of the Leased Property for the six-month period ending on the Payment Date.

(D) Medium and Place of Payment. Each installment of rent payable hereunder shall be paid in lawful money of the United States of America to or upon the order of the Lessor.

(E) Rate on Overdue Payments. Any Rental Payment installment that is not paid within ten (10) days of the date when it was due shall be assessed a late charge in the amount of 3% of the delinquent amount.

**Section 4.2. Allocation of Rental Payments.** All Rental Payments received shall be applied first to the interest components of the Rental Payments due hereunder, then to the principal components of the Rental Payments due hereunder then to any other amounts owing hereunder, but no such application of any payments that are less than the total rental due and owing shall be deemed a waiver of any default hereunder.

**Section 4.3. No Offsets.** Notwithstanding any dispute between the Lessor and the Lessee, the Lessee shall make all Rental Payments when due without deduction or offset of any kind and shall not withhold any Rental Payments pending the final Resolution of such dispute. In the event of a determination that the Lessee was not liable for the Rental Payments or any portion thereof, the payments or excess payments, as the case may be, shall, at the option of the Lessee, be credited against subsequent Rental Payments due hereunder or be refunded at the time of such determination.



**Section 4.4. Net Lease.** This Lease/Purchase Agreement shall be deemed and construed to be a “net-net-net lease” and the Lessee hereby agrees that the Rental Payments shall be an absolute net return to the Lessor, free and clear of any expenses, charges, or setoffs whatsoever.

**Section 4.5. Covenant to Budget and Appropriate.** The Lessee covenants and agrees to take such action as may be necessary to include all Rental Payments due hereunder in its annual budgets and to make the necessary annual appropriations for all such Rental Payments. Annually within thirty (30) days of the adoption of the budget but no later than 90 days of commencement of the Lessee’s Fiscal Year, the Lessee will furnish to the Lessor such annual budget together with a Certificate of the Lessee certifying that such budget contains the necessary appropriation for all Rental Payments.

The agreements and covenants on the part of the Lessee herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the Lessee to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the Lessee to carry out and perform the agreements and covenants in this Lease/Purchase Agreement agreed to be carried out and performed by the Lessee. Notwithstanding anything herein or in the Site Lease to the contrary, no officer or employee of Lessee shall be personally liable to Lessor, or any successor in interest, in the event of any default or breach by Lessee or for any amount which may become due to Lessor or to its successor, or for any breach of any obligation of the terms of this Agreement.

**Section 4.6. Non-Appropriation.** Notwithstanding any provision herein or in the Site Lease to the contrary, Lessee may terminate this Lease/Purchase Agreement at the end of any Fiscal Year if sufficient funds are not appropriated by Lessee’s governing body to pay Rental Payments and other amounts due hereunder during the next succeeding Fiscal Year (an “Event of Nonappropriation”). Lessee hereby agrees to notify Lessor at least 30 days prior to the last day of its then current Fiscal Year of the occurrence of an Event of Nonappropriation or, if nonappropriation has not occurred by that date, promptly upon the occurrence of an Event of Nonappropriation.

Lessee covenants, represents and warrants that: (a) it has made sufficient appropriations or has other legally available funds to pay all Rental Payments due during the first Fiscal Year under this Lease/Purchase Agreement; (b) the officer of Lessee responsible for budget preparation will do all things lawfully within his/her power to obtain appropriated funds for the payment of Rental Payments and other amounts required to be paid hereunder in the first Fiscal Year and in each next succeeding Fiscal Year for the Lease Term; and (c) Lessee acknowledges that Lessor has relied upon these representations as an inducement to enter into this Lease/Purchase Agreement. If an Event of Nonappropriation shall occur, Lessee agrees, at Lessee’s sole cost and expense, peaceably to turn over possession of the Real Property to Lessor on or before the effective date of termination.

Lessee’s obligation to pay Rental Payments and any additional amounts payable hereunder constitutes a current obligation payable exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement.

**Section 4.7. No Termination Upon Damage or Destruction.** The Lessee waives any and all rights to terminate this Lease/Purchase Agreement by virtue of any such damage or destruction.

**Section 4.8. Contributions/Advances.** Nothing contained in this Lease/Purchase Agreement shall prevent the Lessee from making contributions or advances to the Lessor from time to time for any purpose now or hereafter authorized by law, including the making of repairs to, or the restoration of, the Leased Property in the event of damage to or the destruction of the Leased Property.

**Section 4.9. Prepayment.** On any Payment Date, the Lessee may prepay its obligations hereunder in whole by paying to the Lessor the applicable Purchase Option Price. Upon such prepayment, the term of this Lease/Purchase Agreement shall terminate.

The Lessee shall, at least thirty (30) days prior to such prepayment, notify the Lessor of its intention to prepay its obligations hereunder. The Lessee agrees that, if following such prepayment, the Leased Property is damaged or destroyed or taken by eminent domain, it is not entitled to, and by such prepayment waives the right of, abatement of such prepaid Rental Payments and shall not be entitled to any reimbursement of such Rental Payments.

#### **ARTICLE 5 COVENANTS**

**Section 5.1. Quiet Enjoyment.** The Lessor hereby covenants to provide the Lessee during the term of this Lease/Purchase Agreement with quiet use and enjoyment of the Leased Property and the Lessee shall during the term of this Lease/Purchase Agreement peaceably and quietly have, hold, and enjoy the Leased Property without suit, trouble, or hindrance from the Lessor, so long as the Lessee observes and performs its covenants and agreements and is not in default hereunder.

**Section 5.2. Right of Entry.** The Lessor and its assignees shall have the right (but not the duty) to enter the Leased Property during reasonable business hours (and in emergencies at all times) upon twenty-four (24) hours' advance notice (a) to inspect the same, (b) for any purpose connected with the Lessor's or the Lessee's rights or obligations under this Lease/Purchase Agreement, and (c) for all other lawful purposes. The Lessor shall not, during such inspections, interfere with Lessee operations.

**Section 5.3. Maintenance of the Leased Property by Lessee.** The Lessee agrees that, at all times during the term of this Lease/Purchase Agreement, the Lessee will, at the Lessee's own cost and expense, maintain, preserve, and keep the Leased Property and every portion thereof in good repair, working order, and condition and that the Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals.

**Section 5.4. Taxes and Other Governmental Charges; Utility Charges; Contest of Charges.**

(A) Taxes and Other Governmental Charges on the Leased Property. The parties to this Lease/Purchase Agreement contemplate that the Leased Property will be used for governmental purposes of the Lessee and, therefore, that the Leased Property will be exempt from all taxes that would otherwise be assessed and levied with respect to that property. If the use, possession, or acquisition by the Lessee or the Lessor of the Leased Property is found to be subject to taxation in any form, the Lessee will pay during the term of this Lease/Purchase Agreement, as the same respectively become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Leased Property, and any equipment or other property acquired by the Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Leased Property; provided that, with respect to any governmental charges or taxes that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are accrued during such time as this Lease/Purchase Agreement is in effect.

(B) Utility Charges. The Lessee shall pay or cause to be paid all gas, water, steam, electricity, heat, power, air conditioning, telephone, utility, and other charges incurred in the operation, maintenance, use, occupancy, and upkeep of the Leased Property.

(C) Contest of Charges. The Lessee may, at the Lessee's expense and in its name, in good faith contest any such taxes, assessments, or other charges and, in the event of any such contest, may permit the taxes, assessments, or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Lessor shall notify the Lessee that, in the opinion of independent counsel, by nonpayment of any such items, the interest of the Lessor in the Leased Property will be materially endangered or the Leased Property, or any part thereof, will be subject to loss or forfeiture, in which event the Lessee shall promptly pay such taxes, assessments, or charges or provide the Lessor with full security against any loss that may result from nonpayment, in form satisfactory to the Lessor. The Lessor agrees to fully cooperate with the Lessee during any contest of such taxes, assessments or other charges. The Lessee's payment of any contested amounts shall not constitute a waiver by the Lessee of its right to continue or initiate a challenge to such payments.

**Section 5.5. Liens.** In the event the Lessee shall at any time during the term of this Lease/Purchase Agreement cause any changes, alterations, additions, improvements, or other work to be done or performed or materials to be supplied, in or upon the Leased Property, the Lessee shall pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, or equipment furnished or alleged to have been furnished to or for the Lessee in, upon or about the Leased Property and shall keep the Leased Property free of any and all mechanics' or materialmen's liens or other liens against the Leased Property or the Lessor's interest therein. In the event any such lien attaches to or is filed against the Leased Property or the Lessor's interest therein, the Lessee shall cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that if the Lessee desires to contest any such lien it may do so in good faith, provided the Lessee posts a surety bond in sufficient form and amount, but in any event no less than 125% of the lien or stop notice amount or provides the Lessor with other assurance that the Lessor and title insurance company deem, in their discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of the Lessor from the effect of such lien or bonded stop notice. The Lessor agrees to fully cooperate with the Lessee if the Lessee contests any lien. If any such lien is reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and the stay thereafter expires, the Lessee shall forthwith pay (or cause to be paid) and discharge such judgment. The Lessee agrees to and shall, to the maximum extent permitted by law, indemnify and hold the Lessor and its directors, agents, successors and assigns, harmless from and against, and defend each of them against, any claim, demand, loss, damage, liability or expense (including attorney's fees) as a result of any such lien or claim of lien against the Leased Property or the Lessor's interest therein.

**Section 5.6. Environmental Covenants.**

(A) Compliance with Laws; Hazardous Substances. The Lessee will comply with all Applicable Environmental Laws with respect to the Leased Property and will not use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Leased Property; except that the Lessee may use, store, transport, and dispose of such Hazardous Substances as are used in the ordinary course of the Lessee's activities so long as use is conducted in accordance with all Applicable Environmental Laws. The Lessee shall comply with all applicable regulations concerning the use, storage, transportation, and disposal of such Hazardous Substances. The Lessee shall indemnify, defend and hold the Lessor, Assignee and each such party's officers, directors, employees, agents, representatives, predecessors, successors and assigns

(each, an "Indemnatee") harmless from and against any Environmental Losses ("Indemnity"), except for any such Losses related to Lessor and/or Assignee's negligence, recklessness or willful misconduct. Lessor and Assignee shall provide notice to Lessee of any Environmental Losses and shall provide documentation evidencing the same. This Indemnity is given solely to protect Indemnatee and the other Indemnitees against Environmental Losses and not as additional security for, or as a means of repayment of, the Lease Obligations. The obligations of the Indemnitor under this Indemnity are independent of, and shall not be measured or affected by (i) any amounts at any time owing under this Agreement, (ii) the sufficiency or insufficiency of any collateral given to Indemnatee to secure repayment of the Lease Obligations, (iii) the consideration given by Indemnatee or any other party in order to acquire any collateral or any portion thereof, (iv) the modification, expiration or termination of any Lease document or any other document or instrument relating thereto, or (v) the discharge or repayment in full or discharge of the Lease Obligations. All undisputed amounts resulting from third party claims payable under this Indemnity shall be paid within thirty (30) days after an Indemnatee's delivery of written demand to the Lessee. Any undisputed amount not paid when due shall thereafter bear interest at the interest rate then applicable to Rental Payments plus 5%. In the event of any disputed third-party claim subject to this Indemnity, the Lessee shall choose legal counsel, with Lessor's consent which shall not be unreasonably withheld (at the Lessee's expense) and Lessee shall make all decisions after reasonable consultation with Lessor relating to the dispute, including, without limitation, the litigation strategy and the terms of any settlement.

(B) Remediation. The Lessee shall conduct and complete all investigations, studies, sampling and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Substances on, from, or affecting the Leased Property, (a) if required in accordance with all Applicable Environmental Laws and (b) in accordance with the orders and directives of all Federal, State and local governmental authorities. The Lessee shall, at its sole expense, take all actions as may be necessary or advisable for the cleanup of Hazardous Substances with respect to the Property, including, without limitation, all removal, containment and remedial actions in accordance with all Applicable Environmental Laws and shall further pay or cause to be paid all cleanup, administrative and enforcement costs of governmental agencies if obligated to do so by contract or by law.

(C) Notification of the Lessor. Within ten (10) days of receipt, the Lessee will transmit to the Lessor copies of all notices, orders, or statements received from any governmental entity concerning violations or asserted violations of Applicable Environmental Laws with respect to the Leased Property and any operations conducted thereon or any conditions existing thereon to the Lessor, and the Lessee will notify the Lessor in writing immediately of any release, discharge, spill, or deposit of any Hazardous Substance that has occurred or is occurring that in any way affects or threatens to affect the Leased Property, or the people, structures, or other property thereon, provided that no such notification shall create any liability or obligation on the part of the Lessor.

(D) Access for Inspection. The Lessee will permit the Lessor, its agents, or any experts designated by the Lessor to have full access to the Leased Property during reasonable business hours upon twenty-four (24) hours' advance notice for purposes of such independent investigation of compliance with all Applicable Environmental Laws, provided that the Lessor has no obligation to do so, or any liability for any failure to do so, or any liability should it do so. The Lessor agrees that such inspections will not interfere with the Lessee's operations.

**Section 5.7. Assignment and Subleasing by Lessee**. Neither this Lease/Purchase Agreement nor any interest of the Lessee hereunder shall be mortgaged, pledged, assigned, sublet, or transferred by the Lessee by voluntary act or by operation of law or otherwise, except with the prior written consent of the Lessor, which, in the case of subletting, shall not be unreasonably withheld; provided such subletting must not affect the tax-exempt status of the interest components of the Rental Payments payable by the Lessee

hereunder which, upon request, of the Lessor, may be conditioned upon delivery to the Lessor of an Opinion of Counsel confirming such continued tax-exempt status. No such mortgage, pledge, assignment, sublease, or transfer shall in any event affect or reduce the obligation of the Lessee to make the Rental Payments required hereunder.

**Section 5.8. Lessee Consent to Assignments.** The Lessor may assign its rights under this Lease/Purchase Agreement, including the right to receive and enforce payment of the Rental Payments, and the Site Lease to Assignee. The Lessee hereby consents to such assignment and to any additional assignment(s), sub-assignments and participations of such rights by the Assignee and its assignees. The Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, that may be reasonably requested by Assignee or its assignees and that are necessary to protect their interests in the Leased Property and in this Lease/Purchase Agreement.

**Section 5.9. Lessor's Disclaimer of Warranties.** THE LESSOR MAKES NO AGREEMENT, WARRANTY, OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, HABITABILITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR FITNESS FOR USE OF THE LEASED PROPERTY, OR WARRANTY WITH RESPECT THERETO. THE LESSEE ACKNOWLEDGES THAT THE LESSOR HAS NOT CONSTRUCTED THE LEASED PROPERTY AND IS NOT A REAL ESTATE BROKER, THAT THE LESSEE LEASES THE LEASED PROPERTY AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE LESSEE. In no event shall the Lessor be liable for any incidental, indirect, special, or consequential damage in connection with or arising out of this Lease/Purchase Agreement or the existence, furnishing, functioning, or the Lessee's use of the Leased Property or any item or products or services provided for in this Lease/Purchase Agreement.

**Section 5.10. Lessor Not Liable; Indemnification of the Lessor.** The Lessor and its directors, officers, agents, assignees and employees shall not be liable to the Lessee or to any other party whomsoever for any death, injury, or damage that may result to any person or property in, on or about the Leased Property, except for any such liability related to Lessor's gross negligence or willful misconduct.

The Lessee shall to the full extent then permitted by law, indemnify, protect, hold harmless, save, and keep harmless the Lessor (including the Assignee) and its assignees and their directors, officers, and employees from and against any and all liability, obligations, losses, third-party claims, and damages whatsoever, regardless of the cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of:

- (a) the use, maintenance, condition or management of, or from any work or thing done on or about the Leased Property by the Lessee,
- (b) any breach or default on the part of the Lessee in the performance of any of its obligations under this Lease/Purchase Agreement or the Escrow Agreement, and
- (c) any intentional misconduct or negligence of the Lessee or of any of its agents, contractors, servants, employees or licensees with respect to the Leased Property.

No indemnification is made under this Section 5.10 or elsewhere in this Lease/Purchase Agreement for willful misconduct, gross negligence, or breach of duty under this Lease/Purchase Agreement by the Lessor or its assignees or their directors, officers, or employees.

The indemnification arising under this section shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease/Purchase Agreement or the termination of the term of

this Lease/Purchase Agreement for any reason. The Lessee and the Lessor mutually agree to promptly give notice to each other and the Lessor of any claim or liability hereby indemnified against following either's learning thereof.

**Section 5.11. Federal Income Tax Covenants.** The Lessee shall at all times do and perform all acts and things permitted by law and this Lease/Purchase Agreement that are necessary and desirable in order to assure that the interest component of the Rental Payments will be excludable from gross income for federal income tax purposes and shall take no action that would result in such interest not being so excludable. Without limiting the generality of the foregoing, the Lessee agrees to comply with the provisions of the Tax Certificate. This covenant shall survive the payment in full of the Lessee's obligations hereunder.

**Section 5.12. Further Assurances.** The Lessee and the Lessor agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered such supplements hereto and such further instruments as may be necessary or proper to carry out the intention or to facilitate the performance of this Lease/Purchase Agreement.

**Section 5.13. Financial Reporting and Covenants.**

During the term of this Lease/Purchase Agreement, the Lessee shall deliver to the Lessor, at the Lessee's expense:

(a) Until such time that the 2024 Project has been completed, as promptly as possible but not later than 180 days of Fiscal Year end, the CPA audited financial statements of the Lessee;

(b) As promptly as possible, but not later than 30 days after each fiscal quarter end, verification of the Reserve Contribution and Lessee Shortfall Funds, as required pursuant to the terms of the Escrow Agreement; and

(c) As promptly as possible, any interim or unaudited financial statements that may be reasonably requested by the Lessor. The Lessee's notification to the Lessor that its Annual Comprehensive Financial Report for the applicable Fiscal Year has been posted on the Lessee's website shall be deemed to satisfy the requirement to furnish audited financial statements for that year.

The Lessee will establish, maintain fees and charges for its services that, after allowances for contingencies and error in the estimates, shall produce total revenues sufficient in each Fiscal Year to meet the Minimum DCR Requirement in such Fiscal Year. Each year, on or before , the Lessee shall prepare and submit to the Lessor a certificate in the form attached hereto as Exhibit D certifying that the Lessee has met the Minimum DCR Requirement for the immediately preceding Fiscal Year.

**Section 5.14. Notification of Significant Events.** The Lessee will make its best efforts to notify the Assignee within ten (10) business days of an event that will affect the Lessee's ability to pay the Rental Payments.

**ARTICLE 6  
INSURANCE; EMINENT DOMAIN**

**Section 6.1. Insurance Coverage.** At its own expense, the Lessee shall maintain or cause to be maintained (i) if applicable as to any construction to be performed, at all times during the course of construction, a policy of builder's risk completed value property insurance, with a vandalism and malicious mischief endorsement, \$3,000,000 of umbrella liability coverage and such other commercially reasonable endorsements as Lessor may require and in an amount acceptable to Lessor, as customarily required by Lessor

for similar construction financing transactions; (ii) "all risk" property insurance (which may exclude the risk of earthquake and may exclude the risk of flood, unless the Leased Property is mapped into a flood hazard zone) insuring the Leased Property against loss or damage, which insurance shall be provided by an insurer rated no less than "A" by A.M. Best, or as otherwise approved by the Assignee, in an amount equal to 100% of the replacement cost without deduction for depreciation; (iii) liability insurance that protects the Lessor from liability in all events in at least \$2,000,000 per occurrence and \$5,000,000 aggregate; (iv) rental abatement insurance in an amount equal to at least two (2) years' Rental Payments in an amount not less than 100% of the rental value of the Property during such period; (v) workers' compensation insurance covering all employees working on, in, near or about the Leased Property, and (vi) title insurance insuring the leasehold interest of the Assignee, subject only to Permitted Exceptions in an amount equal to the total principal components of the Rental Payments.

As of the Funding Date, the Leased Property was not in a flood hazard zone. If the Leased Property is mapped into a flood hazard zone, at its own expense, the Lessee shall also maintain insurance insuring the Leased Property against loss or damage by flood in an amount equal to the least of (i) the maximum amount of National Flood Insurance Program flood insurance available, (ii) the unpaid principal components of the Rental Payments, and/or (iii) 100% of the replacement cost of the Leased Property.

**Section 6.2. Alternative Risk Management.** Except for title insurance, the Lessee may, upon the Lessor's advance review and approval, provide the insurance required by Section 6.1 through (1) a self-insurance method or plan of protection, (2) a program involving captive insurance companies, (3) participation in state or federal insurance programs, (4) participation with other public agencies in mutual or other cooperative insurance or other risk management programs, including those made available through joint exercise of powers agencies, or (5) establishment or participation in other alternative risk management programs; provided that the Lessee may not self-insure against the risk of rental abatement. The Lessee may not increase any of its self-insurance retention amounts with respect to the insurance required by Section 6.1 without the Assignee's prior written consent. Lessor hereby acknowledges receipt of Lessee's current insurance coverages and limitations, and acknowledges that such insurance satisfies the requirements of Section 6.1(ii), (iii) and (v), and Lessee will provide Lessor with documentation demonstrating Lessee's rent abatement coverage under Section 6.1(iv) promptly after such is confirmed.

**Section 6.3. General Provisions.** All such insurance shall be with insurers that are authorized to issue such insurance in the State of Colorado and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially and adversely to the interest of the Assignee without first giving written notice thereof to the Assignee in accordance with the policy terms or memorandum of coverage. Such changes shall not become effective without the Assignee's prior consent, which consent shall not be unreasonably withheld. The liability insurance shall name the Assignee as an additional insured. The Lessee shall, at the Assignee's request, furnish to the Assignee certificates evidencing such coverage. All insurance covering direct physical loss shall be written on a replacement-cost basis. All permanent coverage shall contain standard agreed-amount clauses applicable to replacement values of improvements, rental income, and other business interruption values, and endorsements for demolition costs and deleting "same-site" provisions. The Lessee's general liability insurance policy shall not include any provision which requires that only the Lessee may pay any deductible or self-insured retention as a condition precedent to coverage under said policy and shall expressly permit, but not require Lender to do so. Assignee shall establish commercially reasonable minimum deductibles and, if appropriate, minimum coverage requirements. Assignee shall notify the Lessee of such limits and deductibles prior to execution of this Agreement.

The "all-risk" property insurance and title insurance shall contain a provision making any losses payable to the Assignee and the Lessee as their respective interests may appear. All insurance proceeds from

rental abatement insurance shall be paid to the Assignee or its assigns and shall be credited toward the payment of Rental Payments in the order in which the Rental Payments come due and payable.

**Section 6.4. Advances.** In the event the Lessee shall fail to maintain the full insurance coverage required by this Lease/Purchase Agreement or shall fail to keep the Leased Property in good repair and operating condition, the Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and the Lessee agrees to reimburse the Lessor all amounts so advanced within thirty (30) days of a written request therefor.

**Section 6.5. Damage, Destruction, and Condemnation.** If the Leased Property or any portion thereof is damaged or destroyed, in whole or in part, the Lessee and the Lessor shall cause the proceeds of any insurance claim ("Proceeds"), to be delivered to Assignee for application as follows:

- (a) First, to Assignee's reasonable costs and expenses incurred in connection with collection of such Proceeds;
- (b) Second, to the bring Lease Obligations then due current;
- (c) Third, to the prompt repair, reconstruction, or replacement of the Leased Property (a "Restoration Project"), provided, however, if the contemplated Restoration Project cost is estimated to exceed \$1,000,000, then Assignee's disbursement of such proceeds shall be subject to its customary disbursement conditions for construction projects of a similar size and including, without limitation:
  - (i) Lessee must fund Restoration Project cost shortfalls, if any, as a condition precedent to releasing Proceeds;
  - (ii) Assignee may require that Proceeds be released directly to pay the Project Restoration contractor based on certified applications for payment from architect or engineer of record;
  - (iii) 90% of Proceeds released, with 10% retention, until after completion and delivery of the Restoration Project with all lien waivers and termination of stop payment rights; and
  - (iv) To the extent required by Assignee, satisfaction of other commercially reasonable disbursement conditions as forth in Exhibit B of the Escrow Agreement.

If the contemplated Restoration Project cost is not estimated to exceed \$1,000,000, Proceeds shall be disbursed to the Lessee to diligently accomplish the Restoration Project.

- (d) Fourth, Proceeds not required for the Restoration Project shall be applied to the Lease Obligations; and,
- (e) Fifth, following satisfaction of the Lease Obligations, to the Lessee.

If title to, or the temporary use of, the Leased Property or any part thereof is taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or Lessor acting pursuant to governmental authority (in each case, a "Taking"), the Lessee and the Lessor shall cause the proceeds of such Taking to be delivered to Assignee for application as follows:

- 1) First, to Assignee's reasonable costs and expenses incurred in connection with collection of such proceeds of Taking;



- 2) Second, to the outstanding Lease Obligations; and
- 3) Third, following satisfaction of the Lease Obligations, to the Lessee.

Assignee is hereby authorized to make proof of loss, to adjust and compromise any claim, to commence, appear in and prosecute, in Assignee's or the Lessee's name, any action relating to any claim, and to collect and receive insurance or condemnation proceeds; provided, however, that Assignee shall have no obligation to do so.

#### **ARTICLE 7 DEFAULT AND REMEDIES**

**Section 7.1. Events of Default.** The following events shall be Events of Default:

(A) Payment Default. Failure of the Lessee to pay any Rental Payments payable hereunder when the same become due and payable, time being expressly declared to be of the essence of this Lease/Purchase Agreement;

(B) Breach of Covenant. Failure of the Lessee to keep, observe, or perform any other term, covenant or condition contained herein to be kept or performed by the Lessee for a period of thirty (30) days or, if such breach is not monetary and is curable, such additional time as is reasonably required to correct any such default provided the Lessee proceeds to diligently cure the default after written notice by Lessor and proceeds to cure within an additional thirty (30) day period or other commercially reasonable period;

(C) Transfer of Lessee's Interest. Assignment or transfer of the Lessee's interest in this Lease/Purchase Agreement or any part hereof without the written consent of the Lessor, either voluntarily or by operation of law or otherwise;

(D) Bankruptcy or Insolvency. Institution of any proceeding under the United States Bankruptcy Code or any federal or state bankruptcy, insolvency, or similar law or any law providing for the appointment of a receiver, liquidator, trustee, or similar official of the Lessee or of all or substantially all of its assets, by or with the consent of the Lessee, or institution of any such proceeding without its consent that is not permanently stayed or dismissed within sixty (60) days, or agreement by the Lessee with all of the Lessee's creditors to effect a composition or extension of time to pay the Lessee's debts, or request by the Lessee for a reorganization or to effect a plan of reorganization, or for a readjustment of the Lessee's debts, or a general or any assignment by the Lessee for the benefit of the Lessee's creditors;

(E) Abandonment of the Leased Property. Abandonment by the Lessee of any part of the Leased Property;

(F) Failure to Remove Encumbrances. Failure by the Lessee, following the Assignee's delivery to the Lessee, within five (5) business days of the receipt by the Assignee of the title insurance policy for the Leased Property, of a written request to remove any encumbrance on the Leased Property that materially impairs the Lessee's use of the Leased Property for its intended purposes, to so remove such encumbrance within thirty (30) days after receipt of such written request; provided that the Assignee shall not unreasonably withhold its consent to an extension of such time if action to remove the encumbrance is instituted by the Lessee within the thirty-day period and diligently pursued until the encumbrance is removed;

(G) Hazardous Substances. Other than those Hazardous Substances that are not in violation of Applicable Environmental Laws, any Hazardous Substances become present in or on the Property or there is a discharge, deposit, injection, dumping, spilling, leaking, incineration or placing of any Hazardous Substances

into or on the Property, or, if at any time, the use, generation, treatment, storage, or disposal of any Hazardous Substances into or on the Property, and such Hazardous Substance is not cleaned up or removed in accordance with applicable law within a commercially reasonable time.

**Section 7.2. Remedies on Default.** Upon the occurrence and during the continuance of an Event of Default, it shall be lawful for the Lessor to exercise any and all remedies available pursuant to law or granted pursuant to this Lease/Purchase Agreement and, without terminating this Lease/Purchase Agreement, to take possession of any funds in the Escrow Account, to collect each installment of rent as it becomes due and enforce any other term or provision hereof to be kept or performed by the Lessee, regardless of whether or not the Lessee has abandoned the Leased Property. In no event shall the Leased Property be used by Lessor or any successor or assign for purposes other than Public County usage/property.

**Section 7.3. No Acceleration.** Notwithstanding anything herein to the contrary, there shall be no right under any circumstance to accelerate the Rental Payments or otherwise declare any Rental Payments not yet due to be immediately due and payable.

**Section 7.4. No Remedy Exclusive.** Each and all of the remedies given to the Lessor hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Lessor to any or all other remedies. If any statute or rule of law validly shall limit the remedies given to the Lessor hereunder, the Lessor nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

**Section 7.5. Lessor Defaults; Lessee Remedies.**

(A) **Lessor Defaults.** The Lessor shall in no event be in default in the performance of any of its obligations hereunder or imposed by any statute or rule of law unless and until the Lessor shall have failed to perform such obligation within thirty (30) days or such additional time as is reasonably required to correct any such default after written notice by the Lessee to the Lessor properly specifying wherein the Lessor has failed to perform any such obligation.

(B) **Lessee Remedies.** The Lessor's failure to perform any of its obligations hereunder shall not be an event permitting the nonpayment of rent by the Lessee. The parties hereto agree that the performance of the Lessor is unique, that the remedies at law for the Lessor's nonperformance would be inadequate, and that the Lessee may institute a suit for specific performance or other causes of action by the Lessor upon any default by the Lessor.

**Section 7.6. Attorneys' Fees.** If either party to this Lease/Purchase Agreement defaults under any of the provisions hereof and the non-defaulting party employs attorneys (including in-house counsel) or incurs other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party will on demand therefor pay to the non-defaulting party the reasonable fees of such attorneys (including those of in-house counsel) and such other expenses so incurred by the non-defaulting party.

**Section 7.7. No Additional Waiver.** Failure of the Lessor to take advantage of any default on the part of the Lessee shall not be, or be construed as, a waiver thereof, nor shall any custom or practice that may grow up between the parties in the course of administering this Lease/Purchase Agreement be construed to waive or to lessen the right of the Lessor to insist upon performance by the Lessee of any term, covenant or condition hereof, or to exercise any rights given the Lessor on account of such default. A waiver of a particular default shall not be deemed to be a waiver of the same or any subsequent default. The acceptance

of rent hereunder shall not be, nor be construed to be, a waiver of any term, covenant or condition of this Lease/Purchase Agreement.

Failure of the Lessee to take advantage of any default on the part of the Lessor shall not be, or be construed as, a waiver thereof, nor shall any custom or practice that may grow up between the parties in the course of administering this Lease/Purchase Agreement be construed to waive or to lessen the right of the Lessee to insist upon performance by the Lessor of any term, covenant or condition hereof, or to exercise any rights given the Lessee on account of such default. A waiver of a particular default shall not be deemed to be a waiver of the same or any subsequent default.

**Section 7.8. Application of Amounts Collected.** All amounts collected by the Lessor under this Article shall be credited towards the Rental Payments in order of Payment Dates.

*[signature page follows]*

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease/Purchase Agreement to be executed by their respective officers thereunto duly authorized.

**"Lessor"**

**HOLMAN CAPITAL CORPORATION**

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

**Name: Lance Holman  
Title: President & CEO**

**"Lessee"**

**County of Huerfano,**

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

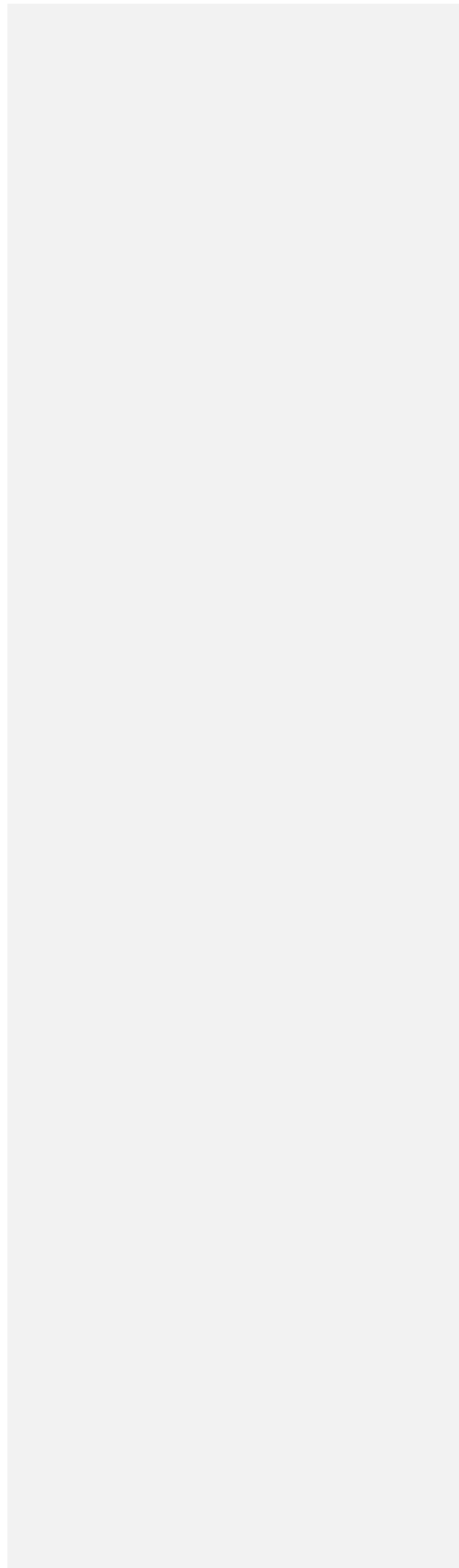
**Name: Carl Young  
Title: County Administrator**

**ATTEST:**

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

**Name: Erica Vigil  
Title: Clerk & Recorder**

*[Signature Page to Lease/Purchase Agreement]*



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

State of Colorado )  
County of Huerfano )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

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

State of Colorado )  
County of Huerfano )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

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

State of Colorado )  
County of Huerfano )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT A**

**PROPERTY DESCRIPTION**

All that certain real property situated in the County of Huerfano County, State of Colorado, described as follows:

The remodel consists of converting the main level office space into a dispatch call center for Area Emergency Services. This includes all demolition, mechanical, electrical, plumbing, IT and general trade elements required to reconfigure the space. For ADA accessibility requirements, an elevator, updates to exterior ramping, accessible restrooms and plumbing will be installed. The electrical service will be upgraded, and a new back-up generator will be installed. LED lighting and a VRF heat pump HVAC system and modern control system will be installed to advance electrification and meet decarbonization goals. The basement remodel will include an IT area, sleeping area and shower facilities will be added to the basement or main level. The second floor will be remodelled into an emergency response center area that will also be a meeting and planning space for the public.

Description	Provider	Amount
McKinstry Construction Project	McKinstry	\$ 4,816,000.00
Contingency	McKinstry	\$ 200,000.00
<b>McKinstry Construction Contract</b>		<b>\$ 5,016,000.00</b>
Abestos Abatement	County	\$ 207,000.00
Utility Services Upgrade	County	\$ 42,000.00
Computer Consoles	County	\$ 150,000.00
Incentive (Direct to County)	County	\$ (15,000.00)
<b>County of Huerfano</b>		<b>\$ 384,000.00</b>
<b>Total Project Cost</b>		<b>\$ 5,400,000.00</b>
(-) Total Grants and County Contribution		\$ 4,400,000.00
(+) Financing Amount		\$ 980,000.00
(+) Documentation Fee		\$ 20,000.00
<b>Total Financing Amount</b>		<b>\$ 1,000,000.00</b>



**EXHIBIT B**

**SCHEDULE OF RENTAL PAYMENTS**

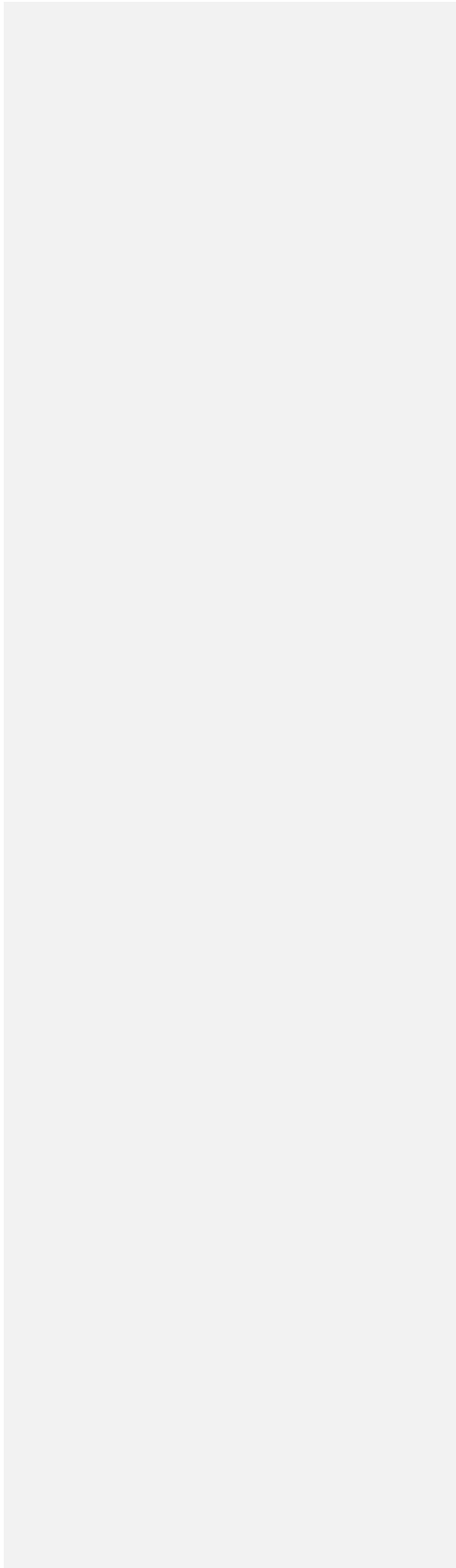
**LESSOR:** HOLMAN CAPITAL CORPORATION  
**COMMENCEMENT:** December 10, 2024  
**TERM:** 20 Years  
**1ST PAYMENT DUE:** June 10, 2025  
**RATE:** 5.649%

PAYMENT NO.	DATE	PAYMENT	INTEREST COMPONENT	PRINCIPAL COMPONENT	PURCHASE OPTION
0	12/10/2024				
1	6/10/2025	\$ 49,868.69	\$ 28,245.00	\$ 21,623.69	\$ 1,037,078.89
2	12/10/2025	\$ 49,868.69	\$ 27,634.24	\$ 22,234.45	\$ 1,013,510.37
3	6/10/2026	\$ 49,868.69	\$ 27,006.23	\$ 22,862.46	\$ 989,276.16
4	12/10/2026	\$ 49,868.69	\$ 26,360.48	\$ 23,508.21	\$ 964,357.46
5	6/10/2027	\$ 49,868.69	\$ 25,696.49	\$ 24,172.20	\$ 938,734.93
6	12/10/2027	\$ 49,868.69	\$ 25,013.74	\$ 24,854.95	\$ 912,388.68
7	6/10/2028	\$ 49,868.69	\$ 24,311.72	\$ 25,556.97	\$ 885,298.29
8	12/10/2028	\$ 49,868.69	\$ 23,589.86	\$ 26,278.83	\$ 857,442.73
9	6/10/2029	\$ 49,868.69	\$ 22,847.61	\$ 27,021.08	\$ 828,800.39
10	12/10/2029	\$ 49,868.69	\$ 22,084.40	\$ 27,784.29	\$ 799,349.04
11	6/10/2030	\$ 49,868.69	\$ 21,299.64	\$ 28,569.05	\$ 769,065.85
12	12/10/2030	\$ 49,868.69	\$ 20,492.70	\$ 29,375.99	\$ 737,927.30
13	6/10/2031	\$ 49,868.69	\$ 19,662.98	\$ 30,205.71	\$ 705,909.25
14	12/10/2031	\$ 49,868.69	\$ 18,809.82	\$ 31,058.87	\$ 672,986.85
15	6/10/2032	\$ 49,868.69	\$ 17,932.56	\$ 31,936.13	\$ 639,134.55
16	12/10/2032	\$ 49,868.69	\$ 17,030.52	\$ 32,838.17	\$ 604,326.09
17	6/10/2033	\$ 49,868.69	\$ 16,103.01	\$ 33,765.68	\$ 568,534.47
18	12/10/2033	\$ 49,868.69	\$ 15,149.30	\$ 34,719.39	\$ 531,731.91
19	6/10/2034	\$ 49,868.69	\$ 14,168.65	\$ 35,700.04	\$ 493,889.87
20	12/10/2034	\$ 49,868.69	\$ 13,160.30	\$ 36,708.39	\$ 454,978.98
21	6/10/2035	\$ 49,868.69	\$ 12,123.47	\$ 37,745.22	\$ 414,969.04
22	12/10/2035	\$ 49,868.69	\$ 11,057.36	\$ 38,811.33	\$ 373,829.03
23	6/10/2036	\$ 49,868.69	\$ 9,961.13	\$ 39,907.56	\$ 331,527.02
24	12/10/2036	\$ 49,868.69	\$ 8,833.94	\$ 41,034.75	\$ 288,030.19
25	6/10/2037	\$ 49,868.69	\$ 7,674.92	\$ 42,193.77	\$ 243,304.79
26	12/10/2037	\$ 49,868.69	\$ 6,483.15	\$ 43,385.54	\$ 197,316.12
27	6/10/2038	\$ 49,868.69	\$ 5,257.73	\$ 44,610.96	\$ 150,028.50
28	12/10/2038	\$ 49,868.69	\$ 3,997.69	\$ 45,871.00	\$ 101,405.24
29	6/10/2039	\$ 49,868.69	\$ 2,702.07	\$ 47,166.62	\$ 51,408.62
30	12/10/2039	\$ 49,868.69	\$ 1,369.99	\$ 48,498.70	\$ -
<b>Grand Totals</b>		<b>\$ 1,496,060.70</b>	<b>\$ 496,060.70</b>	<b>\$ 1,000,000.00</b>	

Effective Interest Rate: 5.649%

If the Lessor either (i) receives notice, in any form, from the Internal Revenue Service or (ii) reasonably determines, based on an opinion of nationally recognized independent tax counsel selected by the Lessor, that the Lessor may not exclude any Interest paid under any Lease from its Federal gross income (each an "Event of Taxability"), the Lessee shall pay to the Lessor upon demand (x) an amount which, with respect to Rental Payments previously paid under the Lease and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the Interest due through the date of such event), will restore to Lessor its after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of such Rental Payments and reinvestment at the after-tax yield rate) on the transaction evidenced by such Lease through the date of such event and (y) as additional Rental Payments to the Lessor on each succeeding Payment Date such amount as will maintain such after-tax yield to the Lessor.

**EXHIBIT C**  
**PRELIMINARY TITLE REPORT**



**EXHIBIT D**

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**ANNUAL REPAYMENT OBLIGATION COMPLIANCE CERTIFICATE**

TO: HOLMAN CAPITAL CORPORATION OR ITS ASSIGNEE  
FROM: COUNTY OF HUERFANO

The undersigned authorized officer of the County of Huerfano Lessee (the "Lessee") hereby certifies that in accordance with Section 5.13 of the Lease/Purchase Agreement dated December 10, 2024 by and between the Lessee and Holman Capital Lessor (the "Agreement"), (i) the Lessee is in compliance all covenants and requirements under such Section 5.13, including without limitation the requirement that the Lessee generate revenues sufficient in each Fiscal Year to provide such revenues equal to at least 125% of the Rental Payments becoming due and payable in such Fiscal Year, and (ii) all representations and warranties of the Lessee stated in the Agreement are true and correct in all material respects as of the date hereof. The Lessee further certifies that its compliance with the Minimum DCR Requirement has been determined in accordance with the Agreement and Generally Accepted Accounting Principles.

Dated: December 10, 2024

By: \_\_\_\_\_  
**Name: Carl Young**  
**Title: County Administrator**

**EXHIBIT E**

[Print on Counsel Letterhead]

**Opinion of Lessee's Counsel**

December 10, 2024

Lance S. Holman  
 Holman Capital Corporation  
 25231 Paseo De Alicia, Suite 105  
 Laguna Hills, CA 92653

Brett Legg  
 Eastern Colorado Bank  
 10 South First Street  
 Cheyenne Wells, CO 80810

**Re: County of Huerfano  
 2024 Lease/Purchase Financing**

Ladies and Gentlemen:

I am the attorney for the County of Huerfano (the "County") and have acted as such in connection with the execution and delivery by the County of the Lease/Purchase Agreement dated December 10, 2024 (the "Lease/Purchase Agreement"), between the County and Holman Capital Corporation (the "Corporation") relating to the Emergency Operations 911 Call Center Modernization Project.

In expressing the opinions set forth below, I have examined and relied upon originals or copies of Resolution No. \_\_\_\_, adopted by the County's Board of County Commissioners on November 12, 2024 (the "Resolution"), the Lease/Purchase Agreement dated December 10, 2024, the Site Lease dated December 10, 2024 (the "Site Lease"), between the County and the Corporation, and the Escrow Agreement dated December 10, 2024 (the "Escrow Agreement"), between the County, the Corporation and Eastern Colorado Bank, as escrow agent. Except as otherwise stated herein, in expressing the opinions set forth below, I have also examined and relied upon such other documents and records as I have deemed necessary, and, as to questions of fact material to my opinions, I have relied upon representations of the County contained in the Financing Agreements (defined below) and in the certified proceedings and other certifications of public officials and others furnished to me, without undertaking to verify the same by independent investigation. The Lease/Purchase Agreement, the Site Lease, and the Escrow Agreement are referred to herein, collectively, as the "Financing Agreements."

I have assumed without investigation (i) the authenticity and completeness of all documents and other writings submitted to or reviewed by me as originals and the conformity in all respects to originals of all documents and other writings submitted to or reviewed by me as copies or reproductions of originals (ii) the genuineness of all signatures to all such documents and other writings, and (iii) that all such documents and other writings have been duly authorized, executed and delivered by the parties to such documents and other writings.

Whenever a statement herein is qualified by “to the best of my knowledge,” it shall be deemed to indicate that, during the course of my representation of the County in connection with this transaction, no information that would give me actual knowledge of the inaccuracy of such statement has come to my attention. I have not, however, undertaken any independent investigation to determine the accuracy of such statements, and any limited inquiry undertaken by me during the preparation of this opinion letter should not be regarded as such investigation. No inference as to my knowledge of any matters bearing upon the accuracy of any such statement should be drawn from the fact of my representation of the County.

My opinions set forth herein do not extend to, and I express no opinions herein with respect to, any laws other than the laws of the State of Colorado, but exclusive of the tax and securities laws, rules and regulations of the State of Colorado and the laws of the State of Colorado relating to debt limitations and restrictions applicable to public entities.

On the basis of, and subject to and in reliance upon, the foregoing, I am of the opinion that:

1. The County is a Public County duly organized and validly existing under the Constitution and the laws of the State of Colorado.
2. The Resolution was duly adopted at a meeting of the County’s Board of County Commissioners that was called and held under law and with all public notice required by law and at which a quorum was present and acting throughout, and the Resolution is now in full force and effect and has not been amended or superseded in any way.
3. The Lease/Purchase Agreement, the Site Lease, the Assignment Agreement, and the Escrow Agreement have been duly authorized, executed and delivered by the County and are permissible, legal, valid and binding obligations of the County, enforceable in accordance with their terms subject to customary exceptions for bankruptcy and judicial discretion
4. The adoption of the Resolution, the execution and delivery of the Financing Agreements and compliance by the County with the provisions thereof, under the circumstances contemplated thereby, do not and will not (a) constitute on the part of the County a breach or default under any agreement or other instrument to which the County is a party or by which it bound (that are known to the undersigned), (b) violate any existing law, regulation, court order or consent decree to which the County is subject, or (c) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the County (other than those created by the Financing Agreements).
5. All approvals, consents, authorizations and order of any governmental authority or agency having jurisdiction in any matter that would constitute a condition precedent to the performance by the County of its obligations under the Financing Agreements have been obtained and are in full force and effect.

I hereby confirm to you that, to the best of my knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or public body pending with respect to which the County has been served or overtly threatened in writing against or affecting the County to restrain or enjoin the transactions contemplated by the Financing Agreements or in any way contesting or affecting the validity of the Financing Agreements.

The opinions set forth above are further qualified as follows:

- (a) My opinions are limited to the matters expressly set forth herein and no opinion is to be implied or may be inferred beyond the matters expressly so stated;

(b) I am licensed to practice law in the State of Colorado; accordingly, the foregoing opinions only apply insofar as the laws of the State of Colorado and the United States may be concerned, and I express no opinion with respect to the laws of any other jurisdiction;

(c) I disclaim any obligation to update this opinion for events occurring after the date hereof.

This letter is furnished by me as the County's attorney pursuant to your request. No attorney-client relationship has existed or exists between me and you in connection with the Financing Agreements or by virtue of this letter. This letter is delivered to you solely for your benefit for purposes of the financing and may not be relied upon for any other purpose or by any other person without my prior written consent. This letter may be relied upon by the any permitted assignee or subassignee of your interests under the Financing Agreements.

Respectfully submitted,

## EXHIBIT F

## RESOLUTION OF LESSEE

RESOLUTION NO. 24-

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

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN LEASE-PURCHASE AGREEMENT, AN ESCROW AGREEMENT, SITE LEASE, ASSIGNMENT AGREEMENT, AND RENTAL SCHEDULE, AND ADDITIONALLY RELATED AND ANCILLARY DOCUMENTS, WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING, AND LEASING OF CERTAIN PROPERTY FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.**

WHEREAS, Huerfano County, Colorado (the "Lessee"), a body politic and corporate duly organized and an existing County and political subdivision of the State of Colorado is authorized by the laws of the State of Colorado to purchase, acquire, and lease property for the benefit of the Lessee and those it provides services to and to enter into contracts with respect thereto;

WHEREAS, the Lessee desires to purchase, acquire and/or lease certain property necessary for the Lessee to perform essential governmental functions; including without limitation, an Emergency Operations 911 Call Center Modernization Project (and all other equipment and or property Lessee or its Designated Officers may deem necessary and/or desirable) (the "Project"), pursuant to an Lease-Purchase Agreement dated December 10, 2024 between Huerfano County and Holman Capital Corporation (the "Lessor") in an amount of not more than \$1,000,000.00 (the "Property");

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into a Lease-Purchase Agreements (together with the Rental Schedules and all related exhibits, schedules, and certificates attached thereto, (the "Lease Agreements") with Holman Capital Corporation (the "Lessor") and one Escrow Agreement (together with the ancillary related documents therewith, (the "Escrow Agreement")) with the Lessor and Eastern Colorado Bank, as escrow agent, the forms of which have been presented to the governing body of the Lessee at this meeting;

WHEREAS, the Lessor has agreed to assign all of its rights, title and interest in and to the Property, the Lease Agreements and the Escrow Agreement (collectively, the "Transaction Documents") to Eastern Colorado Bank and the Lessee has consented and acknowledged to the foregoing;

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Transaction Documents for the purchase, acquisition, and leasing of the Property to be therein described on the terms and conditions therein provided;

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

*Section 1. Approval of Documents.* The governing body of the Lessee hereby approves the form, terms and provisions of the Transaction Documents in substantially the forms presented to this meeting and authorizes and directs Carl Young, County Administrator, and such other persons as he/she/they may delegate (the "Designated Officers"), and each of them individually, for and in the name of and on behalf of the Lessee, to execute and deliver the Transaction Documents, and any related Certificate, Exhibits, or other documents attached thereto in such forms with such changes, insertions, revisions, corrections, or amendments as shall be approved by the officer executing them. The execution of the foregoing by a Designated Officer shall constitute conclusive evidence of such officer's and the governing body's approval of any such changes, insertions, revisions, corrections, or amendments to the respective forms of agreements presented to this meeting.

*Section 2. Other Actions Authorized.* The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Transaction Documents to carry out, give effect to, and consummate the transactions contemplated thereby (including the execution and delivery of Certificates of Acceptance and /Rental Payment Requests, Notice and Acknowledgements of Assignments, and any tax certificate and agreement, each with respect to and as contemplated in the Agreement and/or Escrow Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Transaction Documents. The Designated Officers and all



other officers and employees of the Lessee are hereby directed and authorized to take and shall take all action necessary or reasonably required in order to select, purchase, and take delivery of the Property. All actions heretofore taken by officers, employees, and agents of the Lessee that are in conformity with the purposes and intent of this resolution are hereby approved, confirmed, and ratified.

*Section 3. No General Liability.* Nothing contained in this Resolution No. [24- ], the Transaction Documents, nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution No. [24- ], the Transaction Documents, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Transaction Documents are special limited obligations of the Lessee as provided therein.

*Section 4. Appointment of Authorized Lessee Representatives.* The Designated Officers are each hereby designated to act as authorized representatives of the Lessee for purposes of the Transaction Documents until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Transaction Documents.

*Section 5. Severability.* If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution No. [24- ].

*Section 6. Repealer.* All bylaws, orders, and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution, or ordinance or part thereof.

*Section 7. Effective Date.* Be it further resolved that this resolution shall be in effect upon its adoption. All resolutions and portions of resolutions in conflict with the above are hereby replaced.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS \_\_\_\_ day of \_\_\_\_\_, 2024.

BOARD OF COUNTY COMMISSIONERS  
OF HUERFANO COUNTY, COLORADO

BY \_\_\_\_\_  
Arica Andreatta, Chairman

\_\_\_\_\_  
Karl Sporleder, Commissioner

\_\_\_\_\_  
Mitchell Wardell, Commissioner

\_\_\_\_\_  
ATTEST:

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

**EXHIBIT G:****TAX AND ARBITRAGE CERTIFICATE**

2024 Emergency Operations 911 Call Center Modernization Project –  
County of Huerfano  
Aggregate Principal Amount of \$1,000,000.00

The undersigned is the County Administrator of the County of Huerfano (the "Issuer"), being duly charged, with others, with the responsibility for entering into that certain Lease/Purchase Agreement (the "Agreement") with Holman Capital Corporation ("Lessor") relating to the financing of \$1,000,000.00 to construction an Emergency Operations 911 Call Center Modernization Project. The undersigned HEREBY CERTIFIES, pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and Sections 1.148-0 through 1.148-11 of the Income Tax Regulations (the "Regulations"), as follows:

1. The Agreement was entered into pursuant to the Constitution and laws of the State of Colorado and that certain Resolution adopted on November 12, 2024, at the Issuer's Board of Commissioner's Meeting (the "Resolution"). Unless otherwise specifically defined, all capitalized terms used in this Certificate shall have the meanings as set forth in the Agreement. The proceeds of the Agreement will be used for the purpose of:
  - a.) financing the acquisition and construction of the Emergency Operations 911 Call Center Modernization (the "Project"); and
  - b.) paying the costs of issuance related to the Agreement (the "Issuance Costs")
2. On the basis of the facts, estimates and circumstances in existence on the date hereof, we reasonably expect the following with respect to the Agreement being entered into this day and as to the use of the proceeds thereof:
  - a.) Proceeds in the amount of Net Financing Amount Proceeds (the "Proceeds") are expected to be derived by the Issuer from the Agreement and are expected to be needed and fully expended as follows:
    - (i) \$20,000.00 of said proceeds will be deposited into the Escrow Fund and used to pay the Issuance Costs;
    - (ii) \$1,000,000.00 of said proceeds will be deposited into the Escrow Fund and used to acquire and construct the 2024 Project and expended within three years from the date hereof to pay for the 2024 Project and Issuance Costs.
  - b.) The total Proceeds to be received from the Agreement do not exceed the amount necessary for the purposes described above.
  - c.) The Issuer does not expect to sell or otherwise dispose of any property comprising a part of the Project financed with the proceeds from the Agreement prior to the final Rental Payment due under the Agreement.

3. Binding contracts or commitments obligating the expenditure of not less than 5 percent of the Proceeds toward the cost of the 2024 Project will be entered into by the Issuer within 6 months from the date hereof. Work on the 2024 Project will proceed with due diligence. It is expected that the 2024 Project will be acquired/completed and at least 85 percent of the Proceeds will be allocated to Project expenditures within three years of the date hereof.
4. Not more than 50 percent of the Proceeds will be invested in obligations having a substantially guaranteed yield for 4 years or more.
5. Issuer will not create any separate funds or accounts that will be held or reserved by the Issuer from which Rental Payments will be made; Issuer will make all payments from its all legally available funds.
6. There are no funds or accounts established pursuant to the Agreement or the Resolution or otherwise which are reasonably expected to be used to pay the Rental Payments, or which are pledged as collateral for the Agreement (or subject to a negative pledge) and for which there is a reasonable assurance on the part of the Lessor that amounts therein will be available to pay Rental Payments under the Agreement if the Issuer encounters financial difficulties.
7. Except for preliminary expenditures, such as architectural, engineering, surveying, soil testing, and similar costs, proceeds from the Agreement will not be used to reimburse the Issuer of the Project costs paid prior to 60 days before December 10, 2024.
8. In the event that amounts drawn under the Agreement are not immediately used to pay or reimburse costs of the Project, the following represents the expectations of the Issuer with respect to the investment of such Proceeds:
  - a.) Proceeds to be applied to pay Issuance Costs may be invested at an unrestricted yield for a period not to exceed three years from the date hereof;
  - b.) Proceeds deposited into a Project fund (if any) to pay Project costs may be invested at an unrestricted yield for a period of time not to exceed three years from the date hereof;
  - c.) Investment earnings on obligations acquired with amounts described in subparagraphs (a) and (b) above may be invested at an unrestricted yield for a period of three years from the date hereof or one year from the date of receipt, whichever period is longer;
  - d.) Amounts described in subparagraphs (a) through (c) that may not be invested at an unrestricted yield pursuant to such subparagraphs, may be invested at an unrestricted yield to the extent such amounts do not exceed \$100,000 (the "Minor Portion"); and
  - e.) Amounts described in subparagraph (d), not invested at an unrestricted yield pursuant to such subparagraph, shall be invested at a yield not in excess of the yield applicable to the Agreement plus 1/8 of one percentage point.

To the extent that any amounts described in this Paragraph 8 are not permitted to be invested at an unrestricted yield, the Issuer may satisfy the applicable yield restriction by causing the appropriate amount of yield reduction payments to be made to the United States as permitted by Section 1.148-5 c of the Regulations.

9. For purposes of this Certificate, “yield” means that yield which when used in computing the present worth of all payments of principal and interest to be paid on an obligation produces an amount equal to the purchase price of such obligation. The yield on obligations acquired with the Proceeds and the yield applicable to the Agreement shall be calculated by the use of the same frequency interval of compounding interest. Amounts payable under the Agreement and the interest rate thereon, as set forth in the Agreement, were arrived at as a result of an arm’s length negotiation between the Issuer and the Lessor. The Lessor is acting under the Agreement primarily for its own account and is not acting as a broker or other intermediary for the purpose of reselling the Agreement to other investors, except that the Agreement will be immediately assigned to the Assignee as defined in the Agreement. Any investments acquired with amounts that may not be invested at an unrestricted yield pursuant to Paragraph 8 above shall be purchased at prevailing market prices and shall be limited to securities for which there is an established market, shall be United States Treasury Obligations - State and Local Government Series, or shall be tax-exempt obligations under 103(a) of the Code, the interest on which is not an item of tax preference within the meaning of Section 57(a) (5) of the Code.
10. No portion of the Proceeds will be used as a substitute for other moneys of the Issuer which were otherwise to be used to acquire or construct the 2024 Project and which have been or will be used to acquire directly or indirectly, obligations producing a yield in excess of the yield applicable to on the Agreement.
11. There are no other obligations of the Issuer that (i) are being sold at substantially the same time as the Agreement (within 15 days), (ii) are being sold pursuant to a common plan of financing together with the Agreement, and (iii) will be paid out of substantially the same source of funds as the Agreement.
12. The Issuer has covenanted in the Agreement that so long as the Agreement remains outstanding, the moneys on deposit in any fund or account maintained in connection with the Agreement, will not be used in any manner that would cause the Agreement to be an “arbitrage bond” within the meaning of Section 148 of the Code, or not described under Section 103(a) of the Code and the applicable regulations promulgated from time to time thereunder.
13. Neither the Issuer nor any person related to the Issuer has entered or is expected to enter into any hedging transaction (such as an interest rate swap, cap or collar transaction) with respect to the Agreement.
14. The weighted average maturity of the Rental Payments does not exceed 120 percent of the reasonably expected economic life of the Project (within the meaning of Section 147(b) of the Code).
15. None of the Proceeds will be used (directly or indirectly) to acquire any property which prior to its acquisition was used (or held for use) by a person other than a state or local governmental unit in connection with an output facility. For purposes of this Certificate, the term “output facility” means electric and gas generation, transmission, and related facilities.
16. None of the Proceeds will be used (directly or indirectly) to make or finance loans to any person.
17. Not more than 10% of the Proceeds will be used (directly or indirectly) in a trade or business (or to finance facilities which are used in a trade business) carried on by any person other than a

governmental unit. Not more than 5% of the Proceeds will be used (directly or indirectly) in a trade or business (or to finance facilities which are used in a trade or business) carried on by any person other than a governmental unit which private business use is not related to any governmental use or is disproportionate to governmental use, all as described in Section 141(b)(3) of the Code ("Unrelated or Disproportional Use").

18. Paragraph 17 shall apply only if the payment of 10% or more (5% or more in the case of Unrelated or Disproportional Use) of the principal of or interest from the Agreement is (under the terms of the Agreement or any underlying arrangement) directly or indirectly secured by any interest in property used or to be used for a private business use or in payments in respect of such property or derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a private business use.
19. The Issuer reasonably expects that the 2024 Project will be owned and operated throughout the term of the Agreement in a manner which complies with the requirements set forth in Paragraph 17 above. The Issuer will not change the ownership or use all or any portion of the Project manner that fails to comply with Paragraph 17 above, unless it receives an opinion from nationally recognized bond counsel that such change of ownership or use will not adversely affect the exclusion of interest on the Agreement from the gross income for federal income tax purposes.
20. The payment of the principal or interest under the Agreement is not and will not be guaranteed directly or indirectly by the federal government within the meaning of Section 149(b) of the Code.
21. This Certificate is, in part, to serve as a guideline in implementing the requirements of Sections 141 to 150 of the Code. If regulations, rulings, announcements and notices validly promulgated under the Code contain requirements which differ from those outlined here which must be satisfied for the Agreement to be tax-exempt or in order to avoid the imposition of penalties under Section 148 of the Code, pursuant to the covenants contained in the Agreement, the Issuer is obligated to take such steps as are necessary to comply with such requirements. If under those pronouncements, compliance with any of the requirements of this Certificate is not necessary to maintain the exclusion of interest on the Agreement from gross income and alternative minimum taxable income (except to the extent of certain adjustments applicable to corporations) or to avoid the imposition of penalties on the Issuer under Section 148 of the Code, the Issuer shall not be obligated to comply with that requirement. The Issuer has been advised to seek the advice of competent counsel with a nationally recognized expertise in matters affecting exclusion of interest on municipal bonds from gross income in fulfilling its obligations under the Code to take all steps as are necessary to maintain the tax-exempt status of the Agreement.
22. The Issuer will timely file a Form 8038-G relating to the PS with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").
23. The Issuer has adopted, or will adopt in a reasonable period post-closing, by Resolution, separate written procedures regarding ongoing compliance with federal tax requirements necessary to keep, ensure and maintain the interest portions of the payments under the Agreement as excluded from Lessor's gross income for federal income tax purposes, and will, on an annual basis, conduct an audit of the Agreement to ensure compliance with such procedures.
24. To the best of my knowledge, information and belief, the above expectations are reason

IN WITNESS WHEREOF, I have hereunto set my hands this December 10, 2024.

**COUNTY OF HUERFANO**

By: \_\_\_\_\_  
**Name: Carl Young**  
**Title: County Administrator**

*[Signature Page to Tax and Arbitrage Certificate]*

## EXHIBIT H:

**\$1,000,000.00**  
**County of Huerfano**  
**2024 LEASE/PURCHASE FINANCING**

**CLOSING AND INCUMBENCY CERTIFICATE OF THE COUNTY OF HUERFANO**

December 10, 2024

The following certifications are made in connection with the execution and delivery of the Lease/Purchase Agreement dated December 10, 2024 (the "Lease/Purchase Agreement"), entered into between the County of Huerfano and Holman Capital Corporation. Capitalized terms used herein have the meanings defined in the Lease/Purchase Agreement.

1. **Representations and Acknowledgments.** The undersigned, Carl Young, County Administrator, hereby certifies on behalf of the Lessee as follows:

(a) **Litigation.** There are no actions or proceedings against the Lessee pending (service of process having been accomplished) or, to the best of our knowledge, threatened (a) to restrain or enjoin the payment of the Rental Payments, (b) in any way contesting the validity of the Lease/Purchase Agreement or the Site Lease between the Lessee and the Lessor, dated December 10, 2024 (the "Site Lease" and, together with the Lease/Purchase Agreement, the "Agreements") or the authority of the Lessee to enter into the Agreements, (c) in any way contesting the powers of the Lessee in connection with any action contemplated by the Lease/Purchase Agreement, or (d) in which a final adverse decision could materially adversely affect the operation of the Lessee or its ability to perform its obligations under the Agreements;

(b) **Representations.** The representations, warranties and covenants of the Lessee contained in the Lease/Purchase Agreement and the Site Lease are true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof by the Lessee;

(c) **Satisfaction of Conditions.** The Lessee has complied with all agreements and covenants and satisfied all the conditions on its part to be performed or satisfied at or, to the extent possible, prior to, the Funding Date.

(d) **Receipt of Funds.** The Lessee hereby acknowledges that Eastern Colorado Bank (the "Bank") has funded \$1,000,000.00 on behalf of the Lessor in payment of certain costs of issuance and to fund the Project Fund pursuant to the terms of the Escrow Agreement for the advance rental payable under the Site Lease.

(e) **Role of Assignee.** The Lessee acknowledges that: (a) the Bank, to whom the Lessor has assigned its interests in the Agreements, is acting solely as assignee/lender for its own account and not as a fiduciary for the Lessee or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor; (b) the Bank has not provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the Lessee with respect to its purchase of the Agreements; and (c) the Lessee has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the Lease/Purchase Agreement from its financial, legal and other advisors (and not the Bank) to the extent that the Lessee desired to obtain such advice.

2. Resolution. The undersigned, Erica Vigil, Clerk & Recorder, hereby certifies on behalf of the Lessee that attached hereto is a complete copy of a Resolution that was duly adopted by the Board of Commissioners of the Lessee at a meeting thereof that was duly called and held on November 12, 2024. The agenda for the meeting was posted at least seventy-two (72) hours before the meeting at the offices of the Lessee at 401 Main Street, Walsenburg, CO, 81089 Colorado, a location freely accessible to members of the public, and a brief description of the Resolution appeared on the agenda. At the meeting a quorum was present and acting throughout. The Resolution has not been amended, modified, or rescinded since the date of adoption and is now in full force and effect.

3. Incumbency. The undersigned officers of the Lessee hereby certify as follows:

- (a) each undersigned person holds the office hereinbelow set opposite his or her signature; and
- (b) each of the undersigned by his or her signature confirms that the other signatures set forth below are genuine.

**Carl Young**                      **County Administrator**                      \_\_\_\_\_

**Erica Vigil**                      **Clerk & Recorder**                      \_\_\_\_\_

*[Signature Page to Incumbency Certificate]*



**EXHIBIT I:**

**\$1,000,000.00**  
**County of Huerfano**  
**2024 LEASE/PURCHASE FINANCING**

**CLOSING CERTIFICATE OF**  
**HOLMAN CAPITAL CORPORATION**

December 10, 2024

The undersigned, Lance S. Holman, President and Chief Executive Officer of Holman Capital Corporation (the "Lessor"), hereby certifies as follows:

The Lessor is a corporation duly created and lawfully existing under the laws of the State of Delaware. The Lessor has full right, power and authority to execute, deliver and perform its obligations under the Site Lease dated December 10, 2024 (the "Site Lease"), between the County of Huerfano (the "Lessee") and Holman Capital Corporation the Lessor; the Lease/Purchase Agreement dated December 10, 2024 (the "Lease/Purchase Agreement"), between the Lessor and the Lessee; and the Assignment Agreement dated December 10, 2024 (the "Assignment Agreement"), between the Lessor and Eastern Colorado Bank;

By all necessary official action, the Lessor has duly authorized and approved the execution and delivery of, and the performance by the Lessor of the obligations on its part contained in the Site Lease, the Lease/Purchase Agreement, and the Assignment Agreement, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded;

The execution and delivery of the Site Lease, the Lease/Purchase Agreement, and the Assignment Agreement and compliance with the provisions thereof will not (i) violate any applicable provision of statutory law or regulation, (ii) breach or otherwise violate any existing obligation of the Lessor under any court order or administrative decree to which the Lessor is subject, or (iii) breach, or result in a default under, any loan agreement, note, Resolution, indenture, contract, agreement, or other instrument to which the Lessor is a party or is otherwise subject or bound;

No action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, or public board or body is pending, or has been overtly threatened in writing, in any way affecting the existence of the Lessor or the titles of its officers to their respective offices, or in any way contesting or affecting the validity or enforceability of the Site Lease, the Lease/Purchase Agreement or the Assignment Agreement, or any action of the Lessor contemplated by any of said documents, or in any way contesting the powers of the Lessor or its authority with respect to the Site Lease, the Lease/Purchase Agreement, and the Assignment Agreement;

The Site Lease, the Lease/Purchase Agreement, and the Assignment Agreement are valid and binding obligations of the Lessor enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally;

All authorizations, approvals, licenses, permits, consents and orders of or filings with any governmental authority, legislative body, board, agency or commission having jurisdiction in the matters that

are required for the due authorization of, that would constitute a condition precedent to or the absence of which would adversely affect the due performance by the Lessor of its obligations in connection with the Site Lease, the Lease/Purchase Agreement, and the Assignment Agreement have been duly obtained or made.

IN WITNESS WHEREOF, the Lessor has executed this certificate in its name by its duly authorized officer, all as of the date first above written.

**HOLMAN CAPITAL CORPORATION**

By: \_\_\_\_\_  
**Name: Lance Holman,**  
**Title: President & CEO**

*{Signature page to the Closing Certificate}*

## EXHIBIT J

## CLOSING MEMORANDUM

**\$1,000,000 LEASE FOR EMERGENCY OPERATIONS 911 CALL CENTER MODERNIZATION PROJECT****2024 LEASE/PURCHASE FINANCING DATED DECEMBER 10, 2024****BETWEEN COUNTY OF HUERFANO, AS LESSEE, AND****HOLMAN CAPITAL CORPORATION, AS LESSOR**

**Pre-Closing:** Pre-Closing will be held at the Lessee's convenience, on or before December 6, 2024. All documents will be executed, and two (2) blue ink originals will be overnighted to Holman Capital Corporation, Attn: Jane Taubman, 25231 Paseo De Alicia, Suite 105, Laguna Hills, CA 92653, for delivery no later than 9:00 am on the morning of December 10, 2024, and held in trust until such time as the wires and original documents are released by the Parties.

**Closing:** (1) By internal funds transfer and pending receipt of original, executed Payment Schedule and related documents, on the morning of December 10, 2024, the Investor is authorized by Lessee to transfer via internal credit the Total Emergency Operations 911 Call Center Modernization Project Cost (as set forth below) to Escrow Agent, pursuant to a general ledger credit to the Escrow Account as follows:

Bank Name:	Eastern Colorado Bank
ABA No:	<Need number>
Account No:	<Need number>
Account Name:	County of Huerfano

(2) By wire transfer and pending receipt of original, executed Payment Schedule and related documents, on the morning of December 10, 2024, the Investor is authorized by Lessee to transfer via wire the Issuance Costs (as defined below) to Lessor as follows:

Bank Name:	Citizens Business Bank
ABA No:	122234149
Account No:	XXXX1323
Account Name:	Holman Capital Corporation

Holman Capital Corporation will confirm disbursement of funds to the Lessee's escrow account and then release all of the original documents held in trust to the investor and forward a copy to the Lessee. Upon confirmation by Escrow Agent of the Lease Proceeds, Lessee will wire closing costs, legal fees and other amounts to the parties in accordance with the invoices attached hereto.

**Sources and Uses of Funds:**

Emergency Operations 911 Call Center Modernization Project	\$1,000,000.00
<hr/>	
<b>TOTAL SOURCES</b>	<b>\$1,000,000.00</b>
2024 Project Costs for Payment Components	\$980,000.00
Costs of Issuance	\$20,000.00
<hr/>	
<b>TOTAL LEASE PROCEEDS</b>	<b>\$1,000,000.00</b>

**LESSEE: COUNTY OF HUERFANO**

By: \_\_\_\_\_  
**Name: Carl Young**  
**Title: County Administrator**

*[Signature Page to Closing Memorandum]*

**RECORDING REQUESTED BY:**

**WHEN RECORDED RETURN TO:**

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**SITE LEASE**

between the

**COUNTY OF HUERFANO**

and

**HOLMAN CAPITAL CORPORATION**

Dated December 10, 2024

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The term of this Site Lease does not exceed 25 years.

### SITE LEASE

This Site Lease dated December 10, 2024, between the County of Huerfano, a County and political subdivision organized and existing under the Colorado Revised Statute (C.R.S.) § 30-1-101 et seq., and other laws of the State of Colorado (the "Lessor"), as lessor, and Holman Capital Corporation, a Delaware corporation (the "Lessee"), as lessee.

### RECITALS:

WHEREAS, the Lessor intends to finance the construction of Emergency Operations 911 Call Center Modernization Project (the "Project");

WHEREAS, pursuant to the request of the Lessor, the Lessee will assist the Lessor in financing the Project;

WHEREAS, such financing will be accomplished by (i) the Lessee's entering into this Site Lease with the Lessor, (ii) the Lessee's leasing back the property leased hereunder to the Lessor pursuant to the Lease/Purchase Agreement dated December 10, 2024 under which the Lessor will be obligated to make Rental Payments to the Lessee; (iii) the Lessee's assignment without recourse of all rights to receive such Rental Payments to a bank to be selected by Lessee (the "Assignee"); and (iv) the application of the amount payable as advance rental hereunder, together with other funds made available by the Lessor, to pay the costs of the Project;

NOW THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereby agree as follows:

### AGREEMENTS

Section 1. Leased Property The Lessor hereby leases to the Lessee, and the Lessee hereby hires from the Lessor, on the terms and conditions hereinafter set forth, the real property located in the County of Huerfano, State of Colorado, described in Exhibit A attached hereto and made a part hereof (the "Leased Property") and the improvements located thereon.

Section 2. Term The term of this Site Lease shall commence on the Funding Date, as that term is defined in the Lease/Purchase Agreement, and shall end on December 10, 2039, unless such term is extended or sooner terminated as hereinafter provided. If the term of the Lease/Purchase Agreement is extended, the term of this Site Lease shall be extended commensurately to the extent permitted by law. Notwithstanding the foregoing, the term of this Site Lease shall end when the term of the Lease/Purchase Agreement ends if the Lessor, as lessee under that agreement, fulfills all rent obligations under that agreement.

Section 3. Rental As and for advance rental hereunder for the entire term hereof, the Lessee shall transfer, or cause to be transferred, to the escrow agent named in the Escrow Agreement executed concurrently herewith, for deposit into an escrow account for the benefit of the Lessor, the sum of one Million Dollars (\$1,000,000.00), on or before the date of commencement of the term of this Site Lease. The Lessee hereby waives any right that it may have under the laws of the State of Colorado to a rebate of such rental in full or in part in the event there is substantial interference with the use and right to possession by the Lessee of the Leased Property or portion thereof as a result of material damage, destruction, or condemnation.

Section 4. Purpose The Lessee shall use the Leased Property solely for the purpose of leasing the Leased Property, including the improvements thereon, to the Lessor pursuant to the Lease/Purchase

Agreement; provided that in the event of default by the Lessor under the Lease/Purchase Agreement the Lessee may exercise the remedies provided in the Lease/Purchase Agreement; provided, however, in no event shall the Leased Property be used for anything other than as a County.

Section 5. Owner in Fee The Lessor covenants that it is the owner in fee of the Leased Property described on Exhibit A.

Section 6. Successors and Assigns; Assignment Whenever in this Site Lease either the Lessor or the Lessee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements contained in this Site Lease by, on behalf of, or for the benefit of the Lessor or the Lessee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not. As provided in the Lease/Purchase Agreement, the Lessee may assign its rights under this Site Lease.

Section 7. Right of Entry The Lessor reserves the right for any of its duly authorized representatives to enter upon the Leased Property at any reasonable time to inspect the same or to make any repairs, improvements, or changes necessary for the preservation thereof.

Section 8. Surrender of Possession The Lessee agrees, upon the expiration or sooner termination of this Site Lease, to quit and surrender the Leased Property to the Lessor, without warranty as to condition. Any delay caused by Lessee's failure to carry out its obligations under this Section 8 beyond the term hereof, shall constitute unlawful and illegal possession of the Leased Property.

Section 9. Default If the Lessee defaults in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Lessee, the Lessor may exercise any and all remedies granted by law; provided, however, that the Lessor shall have no power to terminate this Site Lease by reason of any default on the part of the Lessee.

Section 10. Quiet Enjoyment The Lessee at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy all of the Leased Property, to the extent it does not conflict with Lessor's rights set forth herein and in the Lease-Purchase Agreement.

Section 11. Waiver of Personal Liability All liabilities under this Site Lease on the part of the Lessee shall be solely liabilities of the Lessee, and the Lessor hereby releases each and every incorporator, director and officer of the Lessee of and from any personal or individual liability under this Site Lease unless such person acted outside of the scope of his or her duties. No incorporator, director or officer of the Lessee shall at any time or under any circumstances be individually or personally liable under this Site Lease to the Lessor or to any other party whomsoever for anything done or omitted to be done by the Lessee hereunder.

Section 12. Taxes The Lessor covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Leased Property (including both land and improvements).

Section 13. Eminent Domain If the whole or any part of the improvements on the Leased Property is taken by eminent domain proceedings, the effect of such taking hereunder shall be in accord with the provisions of the Lease/Purchase Agreement relating thereto.

Section 14. Partial Invalidity If any one or more of the terms, provisions, covenants, or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none

of the remaining terms, provision, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 15. Notices All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and mailed by United States registered or certified mail, return receipt requested, postage prepaid, and, if to the Lessor, addressed to the Lessor as follows:

County of Huerfano  
401 Main Street  
Walsenburg, CO 81089  
Attn: Carl Young, County Administrator

or, if to the Lessee, addressed to the Lessee as follows:

Holman Capital Corporation  
25231 Paseo De Alicia, Suite 105  
Laguna Hills, CA 92653  
Attention: Lance Holman, President & CEO

or, if to the Assignee, addressed to the Assignee at the address provided by Lessee,

or to such other addresses as the respective parties may from time to time designate by notice in writing.

Section 16. Section Headings All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Site Lease.

Section 17. Execution in Counterparts This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same lease. It is also agreed that separate counterparts of this Site Lease may separately be executed by the Lessor and the Lessee, all with the same force and effect as though the same counterpart had been executed by both the Lessor and the Lessee.

Section 18. Entire Agreement This Site Lease constitutes the entire agreement between the Parties, and supersedes any prior agreement between the Parties, oral or written, unless such agreement is expressly incorporated herein. The Lessor makes no representations or warranties, express or implied, not specified in the Site Lease.

Section 19. Governing Law This Site Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Any action to enforce the provisions of this agreement shall be brought in a court of appropriate jurisdiction in Huerfano County, Colorado or an adjacent county.

Section 20. Exhibits All exhibits attached to this Site Lease and all plats, riders, and addenda attached hereto, if any, are incorporated herein by reference and made a part of this Site Lease.

*[signature page follows]*



IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Site Lease to be executed by their respective officers thereunto duly authorized.

**County of Huerfano, Lessee**

By: \_\_\_\_\_  
**Name: Carl Young**  
**Title: County Administrator**

**ATTEST:**

By: \_\_\_\_\_  
**Name: Erica Vigil**  
**Title: Clerk & Recorder**

**HOLMAN CAPITAL CORPORATION, Lessor**

By: \_\_\_\_\_  
**Name: Lance Holman**  
**Title: President & CEO**

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

State of Colorado )  
County of Huerfano )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

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

State of Colorado )  
County of Huerfano )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

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

State of Colorado )  
County of Huerfano )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT A**

**LEASED PROPERTY**

All that certain real property situated in the County of Huerfano County, State of Colorado, described as follows:

**[INSERT LEGAL DESCRIPTION]**

Property Address: 129 Kansas Avenue in Walsenburg, CO, 81089

### ESCROW AGREEMENT

This ESCROW AGREEMENT, dated December 10, 2024 (the "Escrow Agreement"), is made between Eastern Colorado Bank, as escrow agent (the "Escrow Agent"), the County of Huerfano (the "Lessee"), and Holman Capital Corporation (referred to herein as the "Lessor").

#### RECITALS:

**WHEREAS**, the Lessor and the Lessee have entered into a Site Lease dated the date hereof (the "Site Lease"), under which the Lessee has agreed to lease certain real property ("Property") described therein to the Lessor for an advance rental;

**WHEREAS**, the Lessee and the Lessor have entered into a Lease/Purchase Agreement dated the date hereof (the "Lease/Purchase Agreement"), under which the Lessor has agreed to lease the property leased under the Site Lease back to the Lessee, in the manner and on the terms set forth in the Lease/Purchase Agreement;

**WHEREAS**, to obtain funds for the advance rental, the Lessor has assigned to Eastern Colorado Bank as Assignee all of the Lessor's rights under the Site Lease and the Lease/Purchase Agreement;

**WHEREAS**, the Lessee will apply the funds to be paid by the Lessor as advance rental under the Site Lease for the purpose of designing and constructing an Emergency Operations 911 Call Center and related facilities (the "Project");

**WHEREAS**, this Escrow Agreement is not intended to alter or change in any way the rights and obligations of the Lessor and the Lessee under the Lease/Purchase Agreement and the Site Lease, but is entirely supplemental thereto;

**WHEREAS**, under the Site Lease, the Lessor is required to transfer to the Escrow Agent the amount of \$980,000.00, which amount shall be credited to the Project Fund established in Section 2 hereof and used to pay costs of the Project;

**WHEREAS**, the Lessee and the Lessor desire to employ the Escrow Agent to receive, hold, and disburse the moneys to be held hereunder as described in Section 2 hereof and to perform the other specified functions; all as hereinafter provided;

**WHEREAS**, the Escrow Agent shall not be obligated to assume or perform any obligation of the Lessee or the Lessor under the Lease/Purchase Agreement or the Site Lease by reason of anything contained in this Escrow Agreement;

**WHEREAS**, each of the parties has authority to enter into this Escrow Agreement, and each has taken all actions necessary to authorize the execution of this Escrow Agreement by the officers whose signatures are affixed hereto;

## AGREEMENT

**NOW, THEREFORE**, the parties hereto agree as follows:

**Section 1. Definitions.** The terms capitalized in this Escrow Agreement but not defined herein shall have the meanings given to them in the Lease/Purchase Agreement and the Site Lease.

**Section 2. Project Fund.**

**2.1** The Escrow Agent (i) shall establish a special escrow fund designated as the Project Fund (the "Project Fund"), (ii) shall keep the Project Fund separate and apart from all other funds and moneys held by it, and (iii) shall administer the Project Fund as provided in this Section and Section 3 hereof. The Lessee will pay any contractor or other Project costs from those monies, and shall within seven (7) days of such payment provide by e-mail to Escrow Agent at such e-mail address as will be provided to Lessee a copy of the invoice paid with those monies and any unconditional lien release associated with that payment.

**2.2** There shall be credited to the Project Fund the amount of \$1,000,000.00 (the "Lease Proceeds") received from the Assignee on behalf of the Lessor. On the Funding Date, the Escrow Agent shall disburse from Lease Proceeds to the Lessor, its documentation fee of \$20,000.00 ("Closing Disbursement"), upon submission of its invoice. The Escrow Agent shall use the balance of the moneys in the Project Fund to pay Project costs, including costs of issuance, which include the fees and expenses of counsel to the Lessee (or reimburse the Lessee for any Project costs paid directly by the Lessee), upon receipt of a request for payment in the form attached hereto as Exhibit A ("Payment Request Form"), executed by the Lessee, fully completed and with all supporting documents described therein attached thereto and in compliance with the requirements of Section 2.5 hereof and subject to such other disbursement conditions as set forth in Exhibit B hereto, as may be modified from time to time upon prior written consent of Lessee and Assignee. Upon receipt of a Payment Request Form with respect to any component of the Project, an amount equal to the Project costs as shown therein shall be paid directly to the person or entity entitled to payment as specified therein.

**2.3** The Escrow Agent shall only be responsible for the safekeeping of the moneys held in the Project Fund and the disbursement thereof in accordance with this Section and shall not be responsible for (i) the authenticity or accuracy of such certifications or documents, (ii) the application of amounts paid pursuant to such certifications by the persons or entities to which they are paid, or (iii) the sufficiency of the moneys credited to the Project Fund to make the payments of Project costs herein required.

**2.4** Any moneys credited to the Project Fund representing interest earned on the amounts originally deposited therein, if any, shall be transferred to the Lessee upon the written request of the Lessee and used to pay the Rental Payments, as defined in the Lease/Purchase Agreement, next owing under the Lease/Purchase Agreement. No such transfer shall be requested if the amount remaining in the Project Fund after such transfer will not be sufficient to pay all remaining Project costs. Any portion of the original deposit remaining in the Project Fund after payment of all Project costs may be (i) expended on any capital expense directly related to the 2024 Project as directed by the Lessee, upon receipt by the Escrow Agent of an opinion of an attorney or firm of attorneys having experience in matters relating to obligations of public agencies the interest on which is excludable from gross income for federal income tax purposes to the effect that the planned expenditure will not cause the interest component of the Rental Payments to become includable in gross income for federal income tax purposes or (ii) used to pay the principal portion of Rental Payments coming due under the Lease/Purchase Agreement. In any event, any moneys remaining on hand in the Project Fund that have not been so used within three (3) years of the date of execution of this Escrow Agreement may be used to pay the principal portion of the Rental Payments as they next become due.

**2.5** Prior to the first disbursement from the Project Fund (other than the Closing Disbursement), the Lessee shall have satisfied all Disbursement Conditions as set forth in Exhibit "B" attached hereto and fully incorporated herein by this reference.

**2.6** Escrow Agent will mail or send by e-mail to the Lessee a monthly escrow account statement showing disbursements from the Project Fund.

**Section 3. Moneys in Funds.**

**3.1** The moneys held by the Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of the Lessee and the Lessor, and such moneys, together with any income or interest earned thereon, if any, shall be expended only as provided in this Escrow Agreement and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the Lessee (other than the Lessor) and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the Lessor. The Lessee hereby grants to the Lessor a first priority and perfected lien on the amounts held in the Project Fund and a security interest in the Project Fund and any attachments, replacements, additions and proceeds therefrom, and all proceeds (cash and non-cash) thereof, as collateral securing the Lessee's obligations hereunder and under the Lease/Purchase Agreement and this Escrow Agreement. The Lessor shall have all rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Colorado with respect to such collateral. To the limited extent required to perfect the first priority security interest hereby granted by the Lessee to the Lessor in the cash and negotiable instruments from time to time held in the Project Fund, the Lessee hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash and negotiable instruments on behalf of the Lessor.

**3.2** Notwithstanding anything herein to the contrary, funds held by the Escrow Agent hereunder shall be held in a non-interest-bearing, FDIC-insured (to the extent available) deposit account and not invested.

**Section 4. Escrow Agent's Authority; Indemnification.**

**4.1** The Escrow Agent may act in reliance upon any writing or instrument or signature that it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. If the genuineness, validity or accuracy of any writing, instrument, statement, assertion or notice appears questionable to the Escrow Agent, the Escrow Agent shall contact the Lessee to seek clarification. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and the Escrow Agent's duties hereunder shall be limited to those specifically provided herein.

**4.2** To the extent permitted by law and unless the Escrow Agent is guilty of gross negligence with regard to its duties hereunder, the Lessee hereby agrees to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, that it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim. The indemnification obligations of the Lessee under this

Section 4.2 shall survive the termination of this Escrow Agreement and the resignation or removal of the Escrow Agent.

**4.3** The Escrow Agent will not receive a fee for performing the ordinary services it provides under this Escrow Agreement. Ordinary services include routine administrative tasks necessary to manage the escrow account, such as processing deposits and disbursements, maintaining records, and providing standard communications. However, the Escrow Agent shall be entitled to reimbursement for any extraordinary services, which encompass all services and actions beyond these ordinary duties.

**4.4** If the parties shall be in disagreement about the interpretation of the Lease/Purchase Agreement, the Site Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be indemnified by the Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

**4.5** The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its gross negligence or willful misconduct.

**4.6** The Escrow Agent in its sole discretion may engage an agent to perform any of the obligations of the Escrow Agent hereunder, provided that the Escrow Agent shall remain primarily liable for performance of all obligations imposed upon it by this Escrow Agreement.

**4.7** ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL THE ESCROW AGENT, THE LESSEE, OR THE LESSOR BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT, THE LESSEE, OR THE LESSOR, AS APPLICABLE, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

**Section 5. Default; Notice; Exercise of Rights and Agreement.**

**5.1** If an event a default occurs under the Lease/Purchase Agreement and continues beyond any applicable cure period, any amounts remaining in the Project Fund shall be paid to the Lessor upon the Lessor's written request therefor.

**5.2** The Escrow Agent shall have no obligation to determine whether an event of default has occurred under the Lease/Purchase Agreement, to determine whether the Lease/Purchase Agreement has been terminated pursuant to Section 4.9 thereof, to take any action to collect any Rental Payment not paid when due, or to exercise on behalf of the Lessor or any assignee of the Lessor their rights under the Lease/Purchase Agreement and the Site Lease.

**Section 6. Change of Escrow Agent.**

**6.1** The Lessee or the Lessor shall each, with the consent of the other, have the right to substitute a state or national banking association, authorized to do business in the State of Colorado and qualified as a depository of public funds with corporate trust powers, to act as Escrow Agent under this Escrow Agreement.



Such substitution shall not be deemed to affect the rights or obligations of the parties. Upon any such substitution, the Escrow Agent agrees to assign to such substitute escrow agent its rights under this Escrow Agreement.

**6.2** The Escrow Agent or any successor may at any time resign by giving mailed notice to the Lessee and the Lessor and Assignee of its intention to resign and of the proposed date of resignation, which shall be a date not less than thirty (30) days after such notice is deposited in the United States mail with postage fully prepaid, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by the Lessor. The resignation shall not be effective until the appointment of a successor institution to act as Escrow Agent.

**Section 7. Administrative Provisions.**

**7.1** The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement, which shall be available for inspection by the Lessee or the Lessor, or the agent of any of them, at any time during regular business hours upon at least three (3) business days' prior notice.

**7.2** All written notices to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth in this Section 7.2, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received forty-eight (48) hours after deposit in the United States mail in registered form, with postage fully prepaid.

If to the Lessee:

County of Huerfano  
Attn: Carl Young, County Administrator  
401 Main Street  
Walsenburg, CO 81089

If to the Escrow Agent:

Eastern Colorado Bank  
Attn: Brett Legg, President & CFO  
10 South First Street  
Cheyenne Wells, CO 80810

If to the Lessor:

Holman Capital Corporation  
Attn: Lance Holman, President & CEO  
25231 Paseo De Alicia, Suite 105  
Laguna Hills, CA 92653

And to:

Eastern Colorado Bank  
Attn: Brett Legg, President & CFO  
10 South First Street  
Cheyenne Wells, CO 80810

**7.3** This Escrow Agreement shall be construed and governed in accordance with the laws of the State of Colorado.

**7.4** Any provision of this Escrow Agreement found to be prohibited by law shall be ineffective only to the extent to such prohibition, and shall not invalidate the remainder of this Escrow Agreement.

**7.5** This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

**7.6** This Escrow Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

**7.7** This Escrow Agreement shall terminate upon disbursement by the Escrow Agent of all moneys held by it hereunder.

**7.8** The Parties acknowledge that the rights and interests of the Lessor will be or have been assigned to the "Assignee", and upon such assignment, all references to the "Lessor" set forth herein shall be deemed to be references to the Assignee.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Escrow Agreement by their officers thereunto duly authorized.

**"ESCROW AGENT"**  
**EASTERN COLORADO BANK**

**"LESSEE"**  
**COUNTY OF HUERFANO**

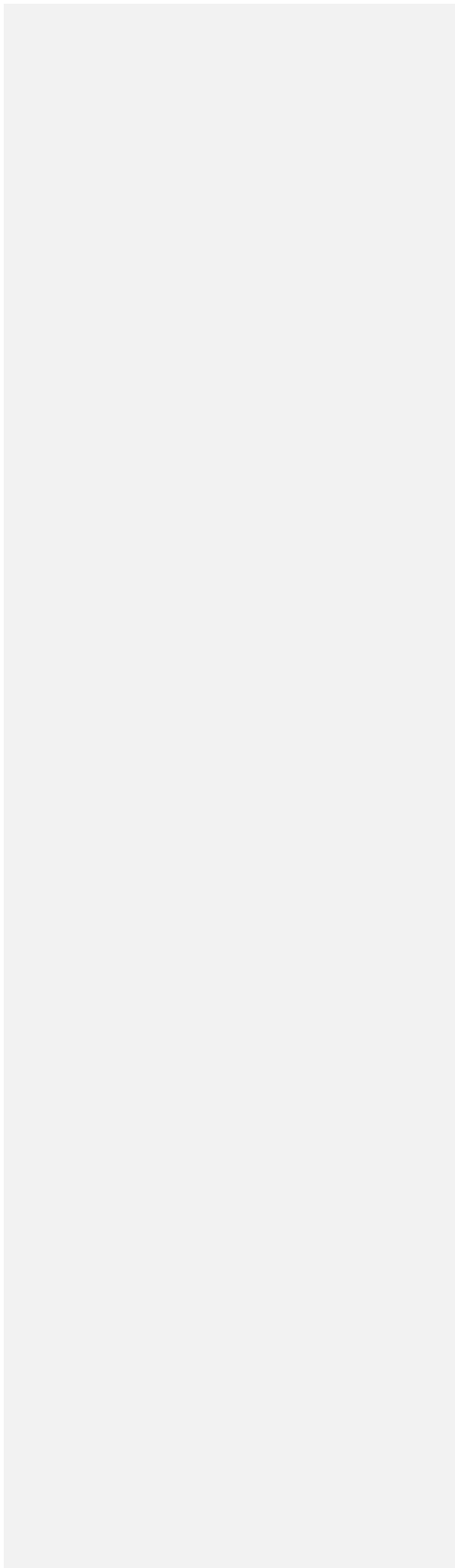
By: \_\_\_\_\_  
Name: **Brett Legg**  
Title: **President & CFO**

By: \_\_\_\_\_  
Name: **Carl Young**  
Title: **County Administrator**

**"LESSOR"**  
  
**HOLMAN CAPITAL CORPORATION**

By: \_\_\_\_\_  
Name: **Lance Holman**  
Title: **President & CEO**

*[Signature Page to Escrow Agreement]*



**EXHIBIT A**  
**PAYMENT REQUEST FORM**

The following payment request is directed to Eastern Colorado Bank (the "Escrow Agent"), as escrow agent under that certain Escrow Agreement dated December 10, 2024 (the "Escrow Agreement"), between the County of Huerfano (the "Lessee"), the Escrow Agent, and Holman Capital Corporation (the "Lessor"), as assigned by Lessor to Eastern Colorado Bank as "Assignee".

The Escrow Agent is hereby requested to pay from the Project Fund established and maintained under the Escrow Agreement the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee). The portion of the Project described below is part or all of the Project financed pursuant to that certain Lease/Purchase Agreement dated December 10, 2024 (the "Lease/Purchase Agreement"), between the Lessor and the Lessee, the interests of the Lessor under which have been assigned to Assignee:

Percent Complete	Description of Work Complete	Amount	Payee
------------------	------------------------------	--------	-------

All representations made by the Lessee in the Lease/Purchase Agreement are true and correct as of the date hereof. The Lessee hereby certifies to Assignee and Escrow Agent that: (i) the Lessee has conducted such inspection and/or testing of the 2024 Project as it deems necessary and appropriate and hereby acknowledges that it authorizes the disbursement requested, (ii) there have been no change orders to the Plans and Specifications other than as disclosed to Assignee in accordance with Exhibit B, and (iii) no Event of Default, as that term is defined in the Lease/Purchase Agreement, and no event that with the giving of notice or lapse of time or both, would become an Event of Default has occurred and is continuing on the date hereof. The Lessee has obtained and attached hereto executed acknowledgments of payments of all sums due and releases of mechanic's and materialmen's liens from any party having lien rights, if any, which acknowledgments of payment and releases of liens cover all work, labor, equipment, materials done, supplied, performed, or furnished prior to this request.

Based on the foregoing, the Escrow Agent is hereby authorized and directed to fund the requested disbursement set forth above by paying, or causing to be paid, the vendor(s) or contractor(s) the amounts set forth on the attached invoices from the Project Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) Original Invoice(s), and (b) copies of conditional and unconditional lien release(s), and (c) if the request is the final request, a photograph of the completed Project.

IF REQUEST IS FINAL REQUEST, CHECK HERE . The undersigned hereby certifies that the Project components described above, together with the Project components described in Payment Requests previously submitted by the Lessee to the Escrow Agent constitute all of the Project financed pursuant to the Lease/Purchase Agreement. The undersigned certifies that the full amount of such disbursement will be applied to pay the above-referenced Project Costs.

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

**County of Huerfano**

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

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

Title: \_\_\_\_\_

**Approved:**

**Eastern Colorado Bank**

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

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

Title: \_\_\_\_\_

**Exhibit B**

**Disbursement Conditions**

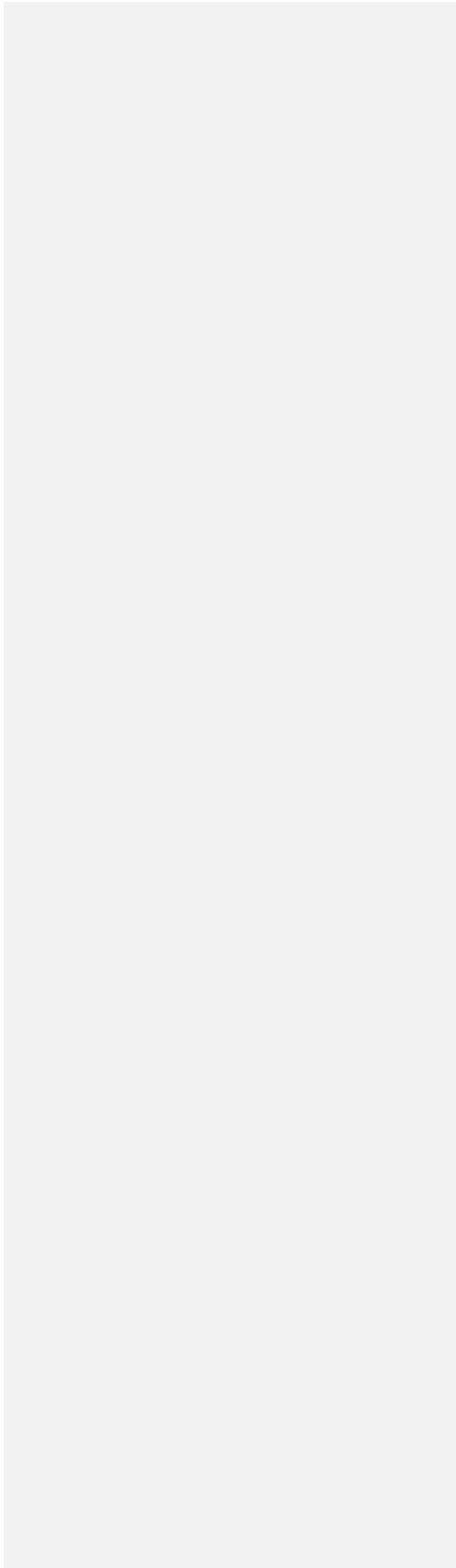
**The following comprise conditions precedent to the initial disbursement of Project Funds following the Closing Disbursement:**

Assignee's receipt, review and approval of:

[INSERT ANY CONDITIONS FROM BANK]

**IRS FORM 8038-G**

[To be prepared by Holman Capital Corporation]







## MEMORANDUM

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**MEETING TYPE:** Board of County Commissioners

**MEETING DATE:** November 19, 2024

**ITEM NAME:** HCWCD Augmentation Water Lease

**SUBMITTED BY:** Carl Young, County Administrator

**SUMMARY:** This agreement is the annual replacement water lease agreement which provides augmentation water for GPID and the Gardner Road and Bridge District. The total price of the lease is \$64,251 which includes (1) the base amount of the lease \$39,347 or \$3,577 per acre foot and (2) the administration fee of \$24,904 or \$2,264 per acre foot. This agreement is for a total of 11 acre feet of water.

**RECOMMENDATION:** Motion to adopt Resolution 24-45, a resolution authorizing a design and engineering loan agreement for the Gardner public improvement district from the Colorado water pollution control revolving fund

**BACKGROUND:** This amount is split between GPID and Road and Bridge. Road and Bridge will pay \$17,523 and GPID will pay the remaining \$46,728

**BOARD ACTION TAKEN:**

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: \_\_\_\_\_

NOTES:

**WATER POLLUTION CONTROL REVOLVING FUND**

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**LOAN AGREEMENT**

**BETWEEN**

**COLORADO WATER RESOURCES AND POWER  
DEVELOPMENT AUTHORITY**

**AND**

**GARDNER PUBLIC IMPROVEMENTS DISTRICT, COLORADO,  
ACTING BY AND THROUGH ITS \_\_\_\_\_ ENTERPRISE**

**DATED**  
\_\_\_\_\_

**WATER POLLUTION CONTROL REVOLVING FUND DESIGN AND ENGINEERING  
LOAN AGREEMENT**

**THIS LOAN AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2024 by and between **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority"), a body corporate and political subdivision of the State of Colorado, and the **GARDNER PUBLIC IMPROVEMENTS DISTRICT, COLORADO, ACTING BY AND THROUGH ITS \_\_\_\_\_ ENTERPRISE** (the "Governmental Agency").

**WITNESSETH THAT:**

**WHEREAS**, the United States of America, pursuant to the federal Water Quality Act of 1987, requires increased state and local participation in the financing of the costs of wastewater treatment projects and said federal Water Quality Act requires each state to establish a water pollution control revolving fund to be administered by an instrumentality of the state.

**WHEREAS**, the Authority was created to initiate, acquire, construct, maintain, repair, and operate or cause to be operated water management projects which include wastewater treatment facilities;

**WHEREAS**, Section 37-95-107.6, Colorado Revised Statutes, has created a Water Pollution Control Revolving Fund to be administered by the Authority;

**WHEREAS**, the Governmental Agency has completed the necessary steps to finance all or a portion of the cost of certain design and engineering expenses;

**WHEREAS**, the Colorado Legislature has approved a Project Eligibility List that includes the water management project proposed by the Governmental Agency to be financed hereunder;

**WHEREAS**, the Governmental Agency has made timely submission of a Project Needs Assessment to the Authority for financing under the Water Pollution Control Revolving Fund to finance a portion of the design and engineering cost of a certain water management project, and the SRF committee has reviewed the Governmental Agency's Project Needs Assessment and recommended funding from available funds in the Water Pollution Control Revolving Fund in an amount not to exceed the amount of the loan commitment set forth in Exhibit B hereto to finance 80% of the design and engineering costs of the project, provided the remaining 20% of the design and engineering costs are paid by the Governmental Agency. However, these 20% matching funds shall be reimbursed if the Governmental Agency executes a loan under the Water Pollution Control Revolving Fund to complete the Project for which the design and engineering costs were paid;

**WHEREAS**, the Governmental Agency will issue its bond to the Authority to evidence said loan and its obligations hereunder to the Authority;

**NOW THEREFORE**, for and in consideration of the award of the loan by the Authority, the Governmental Agency agrees to perform its obligations under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, as follows:

## ARTICLE I

### DEFINITIONS

**SECTION 1.01. Definitions.** The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

**"Act"** means the "Colorado Water Resources and Power Development Authority Act," being Section 37-95-101 et seq. of the Colorado Revised Statutes, as the same may from time to time be amended and supplemented.

**"Authority"** means the Colorado Water Resources and Power Development Authority, a body corporate and political subdivision of the State of Colorado duly created and validly existing under and by virtue of the Act.

**"Authorized Officer"** means, in the case of the Governmental Agency, the person whose name is set forth in Paragraph (7) of Exhibit B hereto or such other person or persons authorized pursuant to a resolution or ordinance of the governing body of the Governmental Agency to act as an Authorized Officer of the Governmental Agency to perform any act or execute any document relating to the Loan, the Governmental Agency Bond, or this Loan Agreement, whose name is furnished in writing to the Authority.

**"Commencement Date"** means the date of commencement of the term of this Loan Agreement, as set forth in Paragraph (1) of Exhibit B attached hereto and made a part hereof.

**"Cost"** means those costs that are eligible to be funded and that are reasonable, necessary and allocable to the Project and are associated with the Project Needs Assessment.

**"Event of Default"** means any occurrence or event specified in Section 5.01 hereof.

**"Federal Capitalization Agreement"** means the instrument or agreement established or entered into by the United States of America Environmental Protection Agency with the Authority to make capitalization grant payments pursuant to the federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.)

**"Governmental Agency"** means the entity that is a party to and is described in the first paragraph of this Loan Agreement, and its successors and assigns.

**"Governmental Agency Bond"** means the bond executed and delivered by the Governmental Agency to the Authority to evidence the Loan and its obligations to the Authority pursuant to the Loan, the form of which is attached hereto as Exhibit D and made a part hereof.

**"Loan"** means the loan made by the Authority to the Governmental Agency to finance or refinance a portion of the design and engineering Cost of the Project pursuant to this Loan Agreement. For all purposes of this Loan Agreement, the principal amount of the Loan at any time shall be the amount of the Loan Commitment set forth in Paragraph (4) of Exhibit B attached hereto and made a part of this Loan Agreement.

**"Loan Agreement"** means this Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified, or amended from time to time in accordance with the terms hereof.

**"Loan Closing"** means the date upon which the Loan herein shall be closed, as set forth in Section 3.06.

**"Loan Term"** means the term of this Loan Agreement provided in Paragraph (5) of Exhibit B attached hereto and made a part hereof.

**"Principal Forgiveness"** means forgiveness upon Loan Closing of the Governmental Agency's obligation to repay 100% of the principal amount of the Loan, to be effectuated as provided in paragraph (6) of Exhibit B, attached hereto and made a part hereof.

**"Project"** means the project of the Governmental Agency described in Paragraph (1) of Exhibit A attached hereto and made a part hereof, all or a portion of the design and engineering Cost of which is financed or refinanced by the Authority through the making of the Loan under this Loan Agreement.

**"Project Loan Account"** means the Project Loan Account established within the Water Pollution Control Revolving Fund.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

**ARTICLE II**

**REPRESENTATIONS AND COVENANTS OF GOVERNMENTAL AGENCY**

**SECTION 2.01. Representations of Governmental Agency.** The Governmental Agency represents for the benefit of the Authority:

- (a) Organization and Authority.
  - (i) The Governmental Agency is a governmental agency as defined in the Act and as described in the first paragraph of this Loan Agreement.

(ii) The Governmental Agency has full legal right and authority to execute and deliver this Loan Agreement; to execute, issue, and deliver the Governmental Agency Bond; and to carry out and consummate all transactions contemplated by this Loan Agreement and the Governmental Agency Bond. The Project is on the water pollution control project eligibility list approved by the General Assembly of the State of Colorado pursuant to the Act and is a project that the Governmental Agency may undertake pursuant to Colorado law, and for which the Governmental Agency is authorized by law to borrow money.

(iii) The proceedings of the Governmental Agency's governing members and voters, if a referendum is necessary, approving this Loan Agreement and the Governmental Agency Bond, and authorizing their execution, issuance, and delivery on behalf of the Governmental Agency, and authorizing the Governmental Agency to undertake and complete the Project, or to cause the same to be undertaken and completed, have been duly and lawfully adopted and approved in accordance with the laws of Colorado, and such proceedings were duly approved and published, if necessary, in accordance with applicable Colorado law, at a meeting or meetings that were duly called pursuant to necessary public notice and held in accordance with applicable Colorado law, and at which quorums were present and acting throughout.

(iv) This Loan Agreement has been, and the Governmental Agency Bond when delivered at the Loan Closing will have been, duly authorized, executed, and delivered by an Authorized Officer of the Governmental Agency; and, assuming that the Authority has all the requisite power and authority to authorize, execute, and deliver, and has duly authorized, executed, and delivered, this Loan Agreement, this Loan Agreement constitutes, and the Governmental Agency Bond when delivered to the Authority will constitute, the legal, valid, and binding obligations of the Governmental Agency in accordance with their respective terms; and the information contained under "Description of the Loan" on Exhibit B attached hereto and made a part hereof is true and accurate in all material respects.

(b) Full Disclosure.

There is no fact that the Governmental Agency has not disclosed to the Authority in writing on the Governmental Agency's Project Needs Assessment or otherwise that materially adversely affects the properties, activities, prospects, or condition (financial or otherwise) of the Governmental Agency, or the ability of the Governmental Agency otherwise to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(c) Pending Litigation.

Except as disclosed to the Authority in writing, there are no proceedings pending, or, to the knowledge of the Governmental Agency threatened, against or affecting the Governmental Agency, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities,

prospects, or condition (financial or otherwise) of the Governmental Agency or the ability of the Governmental Agency otherwise to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(d) Compliance with Existing Laws and Agreements.

The authorization, execution, and delivery of this Loan Agreement and the Governmental Agency Bond by the Governmental Agency, the observance and performance by the Governmental Agency of its duties, covenants, obligations, and agreements thereunder, and the consummation of the transactions provided for in this Loan Agreement and in the Governmental Agency Bond; the compliance by the Governmental Agency with the provisions of this Loan Agreement and the Governmental Agency Bond; and the undertaking and completion of the Project; will not result in any breach of any of the terms, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon, any property or assets of the Governmental Agency pursuant to any existing ordinance or resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement, or other instrument (other than the lien and charge of this Loan Agreement and the Governmental Agency Bond) to which the Governmental Agency is a party or by which the Governmental Agency, or any of the property or assets of the Governmental Agency may be bound, and such action will not result in any violation of the provisions of the charter or other document pursuant to which the Governmental Agency was established, or of any laws, ordinances, resolutions, governmental rules, regulations, or court orders to which the Governmental Agency, or the properties or operations of the Governmental Agency are subject.

(e) No Defaults.

No event has occurred and no condition exists that, upon authorization, execution, and delivery of this Loan Agreement and the Governmental Agency Bond, or receipt of the amount of the Loan, would constitute an Event of Default hereunder. The Governmental Agency is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party, or by which it, may be bound, which violation would materially adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Governmental Agency or the ability of the Governmental Agency otherwise to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(f) Governmental Consent.

The Governmental Agency has obtained all approvals required to date by any governmental body or officer for the making, observance, and performance by the Governmental Agency of its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond, or for the undertaking or completion of the Project and the financing or refinancing thereof; and the Governmental Agency has complied with all applicable provisions of law requiring any notification, declaration, filing, or registration with any governmental body or officer in connection with the making, observance, and performance by the Governmental Agency of its duties, covenants, obligations, and

agreements under this Loan Agreement and the Governmental Agency Bond, or with the undertaking or completion of the Project and the financing or refinancing thereof. No consent, approval, or authorization of, or filing, registration, or qualification with, any governmental body or officer that has not been obtained is required on the part of the Governmental Agency as a condition to the authorization, execution, and delivery of this Loan Agreement and the Governmental Agency Bond, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

(g) Compliance with Law.

The Governmental Agency:

(i) is in compliance with all laws, ordinances, governmental rules, and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Governmental Agency to conduct its activities or to undertake or complete the Project, or the condition (financial or otherwise) of the Governmental Agency or the System; and

(h) Use of Proceeds.

The Governmental Agency will apply the proceeds of the Loan from the Authority as described in Exhibit B attached hereto and made a part hereof (i) to finance all or a portion of the Cost; and (ii) where applicable, to reimburse the Governmental Agency for a portion of the Cost, which portion was paid or incurred in anticipation of reimbursement by the Authority.

**SECTION 2.02. Particular Covenants of the Governmental Agency.**

(a) Reimbursement for Ineligible Costs.

The Governmental Agency shall promptly reimburse the Authority for any portion of the Loan that is determined not to be a Cost of the Project and that would not be eligible for funding from draws under the Water Pollution Control Revolving Fund. Such reimbursement shall be promptly repaid to the Authority upon written request of the Authority.

(b) No Lobbying.

No portion of the Loan shall be used for lobbying or propaganda as prohibited by 18 U.S.C. Section 1913 or Section 607(a) of Public Law 96-74.

(c) Records; Accounts.

During the Loan Term, the Governmental Agency shall keep accurate records and accounts, separate and distinct from its other records and accounts (the "General Records"). Such Records shall be maintained in accordance with generally accepted accounting principles, and Records and General Records shall be made available for inspection by the Authority at any reasonable time.



(d) Notice of Material Adverse Change.

During the Loan Term, (i) the Governmental Agency shall promptly notify the Authority of any material adverse change in the activities, prospects, or condition (financial or otherwise) of the Governmental Agency relating to its System, or its ability to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement; (ii) the Governmental Agency shall promptly notify the Authority of any material adverse change in the activities, prospects, or condition (financial or otherwise) of the Governmental Agency relating to its ability to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(e) Hiring Requirements.

The Governmental Agency agrees to comply with all applicable state laws regarding hiring requirements.

(f) Continuing Representations.

The representations of the Governmental Agency contained herein shall be true at the time of the execution of this Loan Agreement and the Governmental Agency covenants not to take any action that would cause them not to be true at all times during the Loan Term.

(g) Federal Clean Water Act.

The Governmental Agency covenants to meet the requirements of or otherwise be treated under Section 204(d)(2) of the Clean Water Act, which requires that, one year after the date of completion of construction and initiation of operation the owner/operator of the treatment works must certify that the facility meets design specifications and effluent limitations included in its permit (40 CFR 35.2218(c), (d) and (e)(2): Project Performance).

(h) Additional Covenants and Requirements.

Additional covenants and requirements are included on Exhibit F attached hereto and made a part hereof. The Governmental Agency agrees to observe and comply with each such additional covenant and requirement included on Exhibit F.

## ARTICLE III

### LOAN TO GOVERNMENTAL AGENCY; AMOUNTS PAYABLE; GENERAL AGREEMENTS

**SECTION 3.01. The Loan.** The Authority hereby agrees to loan and disburse to the Governmental Agency in accordance with Section 3.02 hereof, and the Governmental Agency agrees to borrow and accept from the Authority, the Loan in the principal amount equal to the Loan Commitment set forth in Paragraph (4) of Exhibit B attached hereto and made a part hereof as such Loan Commitment may be revised to reflect a reduction in the Cost of the Project prior to the Project Completion; provided, however, that the Authority shall be under no obligation to make the Loan if (i) the Governmental Agency does not deliver its Governmental Agency Bond to the Authority on the Loan Closing, or (ii) an Event of Default has occurred and is continuing under this Loan Agreement. The Governmental Agency shall use the proceeds of the Loan strictly in accordance with Section 2.01(h) hereof.

**SECTION 3.02. Disbursement of the Loan.** The Authority has created in the Water Pollution Control Revolving Fund a Project Loan Account from which 80% of the design and engineering Costs of the Project shall be paid. Amounts shall be transferred into the Project Loan Account and disbursed to the Governmental Agency upon receipt of a “Request for Reimbursement”, as described below, executed by an Authorized Officer, and approved by the Authority and the State Department of Public Health and Environment; provided that the Disbursement of the Loan may be withheld if the Governmental Agency is not complying with any of the covenants and conditions in the Loan Agreement. To receive reimbursement under this agreement, the Governmental Agency shall submit a signed “Request for Reimbursement” and all applicable invoices and receipts for payments made by the Governmental Agency. The acceptable form for a “Request for Reimbursement” is included hereto as **Exhibit G**. Upon receipt of the “Request for Reimbursement” and the required invoices and receipts, the Authority will reimburse the Governmental Agency an amount equal to 80% of the total invoices provided with the “Request for Reimbursement”; the remaining 20% paid by the Governmental Agency and not reimbursed by the Authority shall be the Governmental Agency’s matching funds. The 20% matching funds shall be reimbursed if the Governmental Agency executes a loan under the Water Pollution Control Revolving Fund to complete the Project for which the design and engineering costs were paid.

**SECTION 3.03. Governmental Agency Bond.** The Governmental Agency shall execute and issue the Governmental Agency Bond to the Authority to evidence the Loan and its obligations to the Authority pursuant to the Loan.

**SECTION 3.04. Loan Repayment – Principal Forgiveness.** This Loan is issued as a 100% Principal Forgiveness Loan pursuant to the current Capitalization Grant, and the principal amount of the Loan shall be forgiven, as set forth in Paragraph (6) of Exhibit B attached hereto and made a part hereof.

**SECTION 3.05. Disclaimer of Warranties and Indemnification.** The Governmental Agency acknowledges and agrees that (i) the Authority makes no warranty or representation, either express or implied as to the value, design, condition, merchantability, or fitness for particular

purpose, or fitness for any use, of the Project or any portions thereof, or any other warranty or representation with respect thereto; (ii) in no event shall the Authority or its agents be liable or responsible for any direct, incidental, indirect, special, or consequential damages in connection with or arising out of this Loan Agreement, or the Project, or the existence, furnishing, functioning, or use of the Project, or any item or products or services provided for in this Loan Agreement; and (iii) to the extent authorized by law, the Governmental Agency shall indemnify, save, and hold harmless the Authority against any and all claims, damages, liability, and court awards, including costs, expenses, and attorney fees incurred as a result of any act or omission by the Governmental Agency, or its employees, agents, or subcontractors pursuant to the terms of this Loan Agreement, provided, however, that the provisions of this clause (iii) are not intended to and shall not be construed as a waiver of any defense or limitation on damages provided for under and pursuant to the Colorado Governmental Immunity Act (Section 24-10-101, et seq. C.R.S.), or under the laws of the United States or the State of Colorado.

**SECTION 3.06. Loan Closing.** The Loan shall be closed and become effective as follows:

(a) The Governmental Agency will deliver each of the following items to the Authority:

(i) executed counterparts of this Loan Agreement;

(ii) the executed Governmental Agency Bond in the form attached hereto as Exhibit D.

(iii) copies of the resolutions or ordinances of the governing body of the Governmental Agency authorizing the execution and delivery of this Loan Agreement and the Governmental Agency Bond, certified by an Authorized Officer of the Governmental Agency;

(iv) an opinion of the Governmental Agency's counsel substantially in the form set forth in Exhibit E-1 hereto (such opinion or portions of such opinion may be given by one or more counsel); provided, however, that the Authority may in its discretion permit variances in such opinion from the form or substance of such Exhibit E-1 if such variances are not to the material detriment of the interests of the Authority; and

(v) such other certificates, documents, opinions and information as the Authority may require.

(b) Upon receipt of the foregoing documents, the Authority shall obligate the amount of the Loan Commitment set forth in Paragraph (4) of Exhibit B, and make the amount of the Loan available for the Project in accordance with the terms of this Loan Agreement.

## ARTICLE IV

### ASSIGNMENT

**SECTION 4.01. Assignment by Governmental Agency.** Neither this Loan Agreement nor the Governmental Agency Bond may be assigned or delegated by the Governmental Agency for any reason, unless the following conditions shall be satisfied: (i) the Authority shall have approved said assignment in writing; (ii) the assignee shall be a governmental agency as defined by the Act, and the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Governmental Agency's duties, covenants, agreements, and obligations under the Loan Agreement; (iii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations, or agreements of the Governmental Agency under the Loan Agreement; and (iv) the Authority shall receive an opinion of counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Authority with, or condition of any grant received by the Authority from, the United States of America relating to the Federal Capitalization Agreement or any capitalization grant received by the Authority or the State under the Water Quality Act.

No assignment or delegation shall relieve the Governmental Agency from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Governmental Agency shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

## ARTICLE V

### DEFAULTS AND REMEDIES

**SECTION 5.01. Event of Default.** If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) failure by the Governmental Agency to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement and the Governmental Agency Bond, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Governmental Agency; provided, however, that if the failure stated in such notice is correctable, but cannot be corrected within the applicable period, the Authority may consent to an extension of such time if corrective action is instituted by the Governmental Agency within the applicable period and diligently pursued until the Event of Default is corrected;

(b) any representation made by or on behalf of the Governmental Agency contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect; or

(c) (i) a petition is filed by or against the Governmental Agency under any federal or state bankruptcy or insolvency law, or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the

Governmental Agency such petition shall be dismissed within thirty (30) days after such filing, and such dismissal shall be final and not subject to appeal; or (ii) the Governmental Agency shall become insolvent, or bankrupt or make an assignment for the benefit of its creditors; or (iii) a custodian (including, without limitation, a receiver, liquidator, or trustee of the Governmental Agency or any of its property) shall be appointed by court order, or take possession of the Governmental Agency, or its property or assets, if such order remains in effect, or such possession continues, for more than thirty (30) days.

**SECTION 5.02. Notice of Default.** The Governmental Agency shall give the Authority prompt telephonic notice of the occurrence of any Event of Default referred to in Section 5.01 at such time as any senior administrative or financial officer of the Governmental Agency becomes aware of the existence thereof. Any telephonic notice pursuant to this Section 5.02 shall be confirmed by the Governmental Agency in writing as soon as practicable.

**SECTION 5.03. Remedies on Default.** Whenever an Event of Default referred to in Section 5.01 hereof shall have occurred and be continuing, the Authority shall have the right to withhold disbursement of Loan funds remaining, and take such other action at law or in equity as may appear necessary to enforce the performance and observance of any duty, covenant, obligation, or agreement of the Governmental Agency hereunder, including, without limitation, appointment ex parte of a receiver of the System.

**SECTION 5.04. Attorney's Fees and Other Expenses.** In the Event of Default, the Governmental Agency shall on demand pay to the Authority the reasonable fees and expenses of attorneys, and other reasonable expenses (including, without limitation, the reasonably allocated costs of in house counsel and legal staff) incurred by the Authority in the enforcement of the performance or observation of the duties, covenants, obligations, or agreements of the Governmental Agency.

**SECTION 5.05. No Remedy Exclusive; Waiver; Notice.** No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement, or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy, or power accruing upon any Event of Default shall impair any such right, remedy, or power, or shall be construed to be a waiver thereof, but any such right, remedy, or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

**SECTION 5.06. Default by the Authority.** In the event of any default by the Authority under any covenant, agreement, or obligation of this Loan Agreement, the Governmental Agency's remedy for such default shall be limited to injunction, special action, action for specific performance, or any other available equitable remedy, designed to enforce the performance or observance of any duty, covenant, obligation, or agreement of the Authority hereunder, as may be necessary or appropriate. The Authority shall on demand pay to the Governmental Agency the reasonable fees and expenses of attorneys, and other reasonable expenses, in the enforcement of such performance or observation.

## ARTICLE VI

### MISCELLANEOUS

**SECTION 6.01. Notices.** All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when hand-delivered or mailed by registered or certified mail, postage prepaid, to the Governmental Agency at the address specified on Exhibit B attached hereto and made a part hereof, and to the Authority, at the following address:

Colorado Water Resources and Power  
Development Authority  
1580 N. Logan Street, Suite 820  
Denver, Colorado 80203-1939  
Attention: Executive Director

Such address may be changed by notice in writing.

**SECTION 6.02. Binding Effect.** This Loan Agreement shall inure to the benefit of, and shall be binding upon, the Authority and the Governmental Agency, and their respective successors and assigns.

**SECTION 6.03. Severability.** In the event any provision of this Loan Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect, any other provision hereof.

**SECTION 6.04. Amendments, Supplements and Modifications.** This Loan Agreement may not be amended, supplemented, or modified without the prior written consent of the Authority and the Governmental Agency.

**SECTION 6.05. Execution in Counterparts.** This Loan Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

**SECTION 6.06. Applicable Law and Venue.** This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, including the Act. Venue for any action seeking to interpret or enforce the provisions of this Loan Agreement shall be in the Denver District Court.

**SECTION 6.07. Consents and Approvals.** Whenever the written consent or approval of the Authority shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Authority unless otherwise provided by law, or by rules, regulations or resolutions of the Authority.

**SECTION 6.08. Captions.** The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit, or describe, the scope or intent of any provisions or sections of this Loan Agreement.

**SECTION 6.09. Further Assurances.** The Governmental Agency shall, at the request of the Authority, authorize, execute, acknowledge, and deliver, such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments, as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming, the rights and agreements, granted or intended to be granted, by this Loan Agreement and the Governmental Agency Bond.

**SECTION 6.10. Recitals.** This Loan Agreement is authorized pursuant to and in accordance with the Constitution of the State of Colorado and all other laws of the State of Colorado thereunto enabling. Specifically, but not by way of limitation, this Loan Agreement is authorized by the Governmental Agency pursuant to Title 37, Article 45.1 C.R.S., Title 32, Article 1, C.R.S. and Title 11, Article 57, Part 2, C.R.S and shall so recite in the Governmental Agency Bond. Such recitals shall conclusively impart full compliance with all provisions and limitations of such laws and shall be conclusive evidence of the validity and regularity of the issuance of the Governmental Agency Bond, and the Governmental Agency Bond delivered by the Governmental Agency to the Authority containing such recital shall be incontestable for any cause whatsoever after its delivery for value.

**IN WITNESS WHEREOF**, the Authority and the Governmental Agency have caused this Loan Agreement to be executed, sealed and delivered, as of the Commencement Date set forth on Exhibit B hereto.

**COLORADO WATER RESOURCES AND  
POWER DEVELOPMENT AUTHORITY**

**(SEAL)**

By: \_\_\_\_\_  
Executive Director

**ATTEST:**

By: \_\_\_\_\_  
Assistant Secretary

**GARDNER PUBLIC IMPROVEMENTS  
DISTRICT, COLORADO, ACTING BY AND  
THROUGH ITS \_\_\_\_\_ ENTERPRISE**

**(SEAL)**

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

**ATTEST:**

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



IN WITNESS WHEREOF, the Authority and the Governmental Agency have caused this Loan Agreement to be executed, sealed and delivered, as of the Commencement Date set forth on Exhibit B hereto.

**COLORADO WATER RESOURCES AND  
POWER DEVELOPMENT AUTHORITY**

(SEAL)

By: \_\_\_\_\_  
Executive Director

**ATTEST:**

By: \_\_\_\_\_  
Assistant Secretary

**GARDNER PUBLIC IMPROVEMENTS  
DISTRICT, COLORADO, ACTING BY AND  
THROUGH ITS \_\_\_\_\_ ENTERPRISE**

(SEAL)

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

**ATTEST:**

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

**EXHIBIT A****DESCRIPTION OF THE PROJECT****(1) Description of the Project**

The project consists of replacing the collection system along State Highway 69 and installing a new WWTF effluent pipe extension. The collection system portion of the project consists of upgrades of existing pipes and the replacement of manholes.

**EXHIBIT B****DESCRIPTION OF THE LOAN**

- (1) Commencement Date:
- (2) Name and Address of Governmental Agency:  
  
Gardner Public Improvements District, Colorado, Acting By and Through Its  
\_\_\_\_\_ Enterprise
- (3) Estimated Design and Engineering Cost of the Project: \$200,000.00
- (4) Maximum Principal Amount of Loan Commitment: \$200,000.00
- (5) Loan Term: The Loan Term shall be from the date of Loan Execution until the date when the Water Quality Control Division of the Colorado Department of Health and Environment issues certification that all required documents have been submitted and the Governmental Agency has met all Project and Loan requirements but shall not exceed 18 months from the Execution Date.
- (6) Principal Forgiveness: At Loan Closing, the Authority shall forgive 100% of the principal amount of the Loan.
- (7) Authorized Officers: (please list at least two people who will be authorized to take action on this loan, including requisitioning funds)
- (8) Estimated Project Completion Date: December 2025
- (9) Execution Date:

**EXHIBIT C**  
**REPAYMENT SCHEDULE – NOT APPLICABLE**

## EXHIBIT D

### GOVERNMENTAL AGENCY BOND

FOR VALUE RECEIVED, the undersigned **GARDNER PUBLIC IMPROVEMENT DISTRICT, COLORADO, ACTING BY AND THROUGH ITS \_\_\_\_\_ ENTERPRISE** (the “Governmental Agency”), hereby evidences the issuance of a loan from the **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority") in the principal amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00), or such lesser amount as shall be loaned to the Governmental Agency pursuant to the Loan Agreement dated as of\_\_\_\_, 2024, by and between the Authority and the Governmental Agency (the "Loan Agreement"), and the obligations of the Governmental Agency under and pursuant to the Loan Agreement.

This Governmental Agency Bond is issued pursuant to the Loan Agreement and is subject to Principal Forgiveness as set forth in the Loan Agreement and issued in consideration of the loan made thereunder (the "Loan"). All of the definitions, terms, conditions, and provisions of the Loan Agreement are, by this reference thereto, incorporated herein as a part of this Governmental Agency Bond.

Pursuant to the Loan Agreement, disbursements to the Governmental Agency shall be made in accordance with written instructions upon the receipt by the Authority of requisitions from the Governmental Agency executed and delivered in accordance with the requirements set forth in Section 3.02 of the Loan Agreement.

This Governmental Agency Bond is entitled to the benefits, and is subject to the conditions, of the Loan Agreement.

This Governmental Agency Bond does not constitute a debt or an indebtedness of the Governmental Agency within the meaning of any constitutional or statutory limitation or provision, and shall not be considered or held to be a general obligation of the Governmental Agency.

If an “Event of Default” as defined in Section 5.01 of the Loan Agreement occurs, the remedies on default set forth in Section 5.03 of the Loan Agreement shall be available to enforce the obligations of the Governmental Agency that are evidenced by this Governmental Agency Bond.

This Governmental Agency Bond is issued under the authority of and in full conformity with the Constitution and laws of the State of Colorado, including without limitation, Article X, Section 20 of the Constitution, Title 31, Article 35, Part 4, C.R.S.; Title 37, Article 45.1; certain provisions of Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Public Securities Act”), and pursuant to the Loan Agreement. Pursuant to §11-57-210, of the Supplemental Public Securities Act, this recital is conclusive evidence of the validity and regularity of the issuance of the Governmental Agency Bond after its delivery for value. Pursuant to §31-35-413, C.R.S., this recital conclusively imparts full compliance with all the provisions of said statutes, and this

Governmental Agency Bond issued containing such recital is incontestable for any cause whatsoever after its delivery for value.

IN WITNESS WHEREOF, the Governmental Agency has caused this Governmental Agency Bond to be duly executed, sealed and delivered, as of this \_\_\_ day of \_\_\_\_\_ 2024.

(SEAL)

**GARDNER PUBLIC IMPROVEMENT  
DISTRICT, COLORADO, ACTING BY  
AND THROUGH ITS \_\_\_\_\_  
ENTERPRISE**

ATTEST:

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

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

**EXHIBIT E-1****OPINION OF GOVERNMENTAL AGENCY COUNSEL****[LETTERHEAD OF COUNSEL TO GOVERNMENTAL AGENCY]****[DATED : Closing Date]**

Colorado Water Resources and  
Power Development Authority

Ladies and Gentlemen:

[insert "I am an attorney" or "We are attorneys"] admitted to practice in the State of Colorado and [insert "I" or "we"] have acted as counsel to **TOWN OF \_\_\_\_\_, COLORADO, ACTING BY AND THROUGH ITS \_\_\_\_\_ ENTERPRISE** (the "Governmental Agency"), of the State of Colorado, which has entered into a Loan Agreement (as hereinafter defined) with the **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority"), and have acted as such in connection with the authorization, execution and delivery by the Governmental Agency of its Loan Agreement and Governmental Agency Bond (as hereinafter defined).

In so acting [insert "I" or "we"] have examined the Constitution and laws of the State of Colorado and the [charter/by-laws/proceedings relating to organization] of the Governmental Agency. [insert "I" or "We"] have also examined originals, or copies certified or otherwise identified to [insert "my" or "our"] satisfaction, of the following:

- (a) the Loan Agreement, dated as of \_\_\_\_\_ (the "Loan Agreement") by and between the Authority and the Governmental Agency;
- (b) the proceedings of the governing body of the Governmental Agency relating to the approval of the Loan Agreement and the execution, issuance and delivery thereof on behalf of the Governmental Agency, and the authorization of the undertaking and completion of the Project (as defined in the Loan Agreement);
- (c) the Governmental Agency Bond, dated as of \_\_\_\_\_ (the "Governmental Agency Bond") issued by the Governmental Agency to the Authority to evidence the Loan (as defined in the Loan Agreement);
- (d) the proceedings of the governing body of the Governmental Agency relating to the issuance of the Governmental Agency Bond and the execution, issuance and delivery thereof to the Authority (the Loan Agreement and the Governmental Agency Bond are referred to herein collectively as the "Loan Documents");

(e) all outstanding instruments relating to the bonds, notes or other indebtedness of or relating to the Governmental Agency.

[insert "I" or "We"] have also examined and relied upon originals, or copies certified or otherwise authenticated to [insert "my" or "our"] satisfaction, of such other records, documents, certificates and other instruments, and made such investigation of law as in [insert "my" or "our"] judgment [insert "I" or "we"] have deemed necessary or appropriate to enable [insert "me" or "us"] to render the opinions expressed below.

Based upon the foregoing, [insert "I am" or "we are"] of the opinion that:

(1) The Governmental Agency is a "governmental agency" within the meaning of the Authority's enabling legislation and is a (\_\_\_\_\_) of the State of Colorado with the full legal right and authority to execute the Loan Documents.

(2) The Governmental Agency has the full legal right and authority to carry on the business of the System (as defined in the Loan Agreement) as currently being conducted and as proposed to be conducted, and to undertake and complete the Project.

(3) The proceedings of the Governmental Agency's governing body authorizing the Governmental Agency to undertake and complete the Project were duly and lawfully adopted and approved in accordance with [applicable resolution] applicable Colorado law at meetings duly called pursuant to necessary public notice and held in accordance with applicable Colorado law at which quorums were present and acting throughout and were published in accordance with applicable Colorado law.

(4) The proceedings of the Governmental Agency's governing body approving the Loan Documents and authorizing their execution, issuance and delivery on behalf of the Governmental Agency have been duly and lawfully adopted and approved in accordance with [the applicable resolution] applicable Colorado law, at meetings duly called pursuant to necessary public notice and held in accordance with applicable Colorado law, and at which quorums were present and acting throughout and were published in accordance with applicable Colorado law.

(5) To the best of [insert "my" or "our"] knowledge, after such investigation as [insert "I" or "we"] have deemed appropriate, the authorization, execution and delivery of the Loan Documents by the Governmental Agency, the observation and performance by the Governmental Agency of its duties, covenants, obligations and agreements thereunder and the consummation of the transactions contemplated therein and the undertaking and completion of the Project do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or governmental or administrative agency, authority or person having jurisdiction over the Governmental Agency or its property or assets or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond resolution, trust agreement, indenture, mortgage, deed of trust, ordinance, order, or other agreement to which the Governmental Agency is a party or by which it, the System, or its property or assets is bound.



(6) To the best of [insert "my" or "our"] knowledge, after such investigation as [insert "I" or "we"] have deemed appropriate, all approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of the Governmental Agency in connection with the authorization, execution, delivery and performance of the Loan Documents and the undertaking and completion of the Project, other than licenses and permits relating to the construction and acquisition of the Project which [insert "I" or "we"] expect the Governmental Agency to receive in the ordinary course of business, have been obtained or made.

(7) To the best of [insert "my" or "our"] knowledge, after such investigation as [insert "I" or "we"] have deemed appropriate, there is no litigation or other proceeding pending or threatened in any court or other tribunal of competent jurisdiction (either State or Federal) questioning the creation, organization or existence of the Governmental Agency or of the validity, legality or enforceability of the Loan Documents or the undertaking or completion of the Project, except as disclosed in writing to the Authority, which if adversely determined, could (i) materially adversely affect (a) the financial position of the Governmental Agency, (b) the ability of the Governmental Agency to perform its obligations under the Loan Documents, (c) the security for the Loan Documents, or (d) the transactions contemplated by the Loan Documents or (ii) impair the ability of the Governmental Agency to maintain and operate the System.

This opinion is rendered on the basis of Federal law and the laws of the State of Colorado as enacted and construed on the date hereof. [insert "I" or "We"] express no opinion as to any matter not set forth in the numbered paragraphs herein.

[insert "I" or "We"] hereby authorize Carlson, Hammond, & Paddock, L.L.C., General Counsel to the Authority, to rely on this opinion as if [insert "I" or "we"] had addressed this opinion to them in addition to you.

Very truly yours,

**EXHIBIT F****ADDITIONAL COVENANTS AND REQUIREMENTS**

**(1) Cost Overruns.** Any cost overruns associated with the Project will be the responsibility of the Governmental Agency and any additional costs to defend against contract claims will not be reimbursed through this or any future funding.

**(2) Audit Requirements.** For each year in which the Governmental Agency requests a disbursement from the Project Loan Subaccount, the Governmental Agency shall conduct its annual audit in accordance with the federal Single Audit Act, 31 U.S.C. 7501 et seq.

**(3) Federal and State Law.** The Governmental Agency will comply with the requirements of all federal and state laws applicable to the Loan and the Project.

**(4) Financial Sustainability Plan Requirement.** The Governmental Agency will comply with all federal requirements applicable to the Loan, including Section 603 of the Federal Water Pollution Control Act (33 U.S.C. 1383) as amended by the Water Resources Reform and Development Act (WRRDA), 2014, which will require that treatment works proposed for repair, replacement, or expansion, and eligible for assistance to develop and implement a fiscal sustainability plan due by the end of the Project that includes:

1. An inventory of critical assets that are a part of the treatment works.
2. An evaluation of the condition and performance of inventoried assets or asset groupings.
3. A certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan.
4. A plan for maintaining, repairing, and as necessary, replacing the treatment works and a plan for funding such activities.

**EXHIBIT G**  
**WPCRF D&E Form of Requisition**

**GARDNER PUBLIC IMPROVEMENT DISTRICT , COLORADO, ACTING BY AND THROUGH ITS \_\_\_\_\_ ENTERPRISE (the “Governmental Agency”)**

**Please submit to the following addresses:**

Submit Online To:

[https://ceos.colorado.gov/CO/CEOS/Public/Client/CO\\_CIMPLE/Shared/Pages/Main/Login.aspx](https://ceos.colorado.gov/CO/CEOS/Public/Client/CO_CIMPLE/Shared/Pages/Main/Login.aspx)

If there are any questions or technical issues, please submit your backup document via one of the methods below.

Email To: cdphe\_grantsandloans@state.co.us (preferred backup method)

Or Mail To: Colorado Department of Public Health and Environment  
Grants and Loans Unit WQCD-OA-B2  
Attn: Project Manager  
4300 Cherry Creek Drive South  
Denver, Colorado 80246-1530

Or Fax To: 303-782-0390 (Call CDPHE Project Manager to confirm delivery)

Cc: CDPHE Project Manager

Cc: E-mail requisition form (Exhibit G) to the Colorado Water Resources and Power Development Authority at [requisitions@cwrpda.com](mailto:requisitions@cwrpda.com)

This requisition is made in accordance with Section 3.02 of the Loan Agreement executed by the Colorado Water Resources and Power Development Authority on \_\_\_\_\_, 2024. Terms defined in the Loan Agreement and not otherwise defined herein shall have the same meanings when used herein.

The Governmental Agency hereby states as follows:

1. This is Requisition No.: \_\_\_\_\_.
2. D&E Loan amount: \_\_\_\_\_.
3. Previous amount paid: \_\_\_\_\_.
4. Total invoice(s) amount: \_\_\_\_\_.
5. 80% of requested invoice amount (Line 4 x 0.8): \_\_\_\_\_.  
(\* Enter full amount if entity has a fully executed SRF loan for project construction.)
6. D&E Loan balance (Line 2 less line 3 and line 5): \_\_\_\_\_.
7. Max project draw before loan execution (Line 2 x 0.8): \_\_\_\_\_.  
(20% of project funds must be withheld until loan execution.)
8. The person, firm or corporation to whom the amount requisitioned is due, or to whom a reimbursable and advance has been made, is \_\_\_\_\_.
9. The payee of the requisitioned amount is \_\_\_\_\_.

10. The manner of payment to the payee is to be wire transferred to:

Bank:  
ABA No.:  
Account No.:  
Account Name:  
Contact:

11. Attached hereto is the appropriate documentation demonstrating that the amount requisitioned hereunder is currently due or has been advanced by the Governmental Agency.

12. The amount hereby requisitioned is a proper Cost of the Project to be paid only from amounts deposited in the Project Account established for the Governmental Agency in the **Water Pollution Control Revolving Fund**.

13. On the date hereof, there does not exist any Event of Default under the Loan Agreement nor any condition which, with the passage of time or the giving of notice, or both, would constitute an Event of Default thereunder.

14. Estimate of total project completion percentage: \_\_\_\_\_ %

**15. The undersigned is an Authorized Officer of the Governmental Agency duly authorized in the Loan Agreement to submit the Requisition.**

16. The Governmental Agency reaffirms that all representations made by it in the Loan Agreement are true and accurate as of the date of this requisition, and that it shall continue to observe and perform all of its duties, covenants, obligations and agreements thereunder, at all times during the entire term of said Loan Agreement.

Dated: \_\_\_\_\_.

**GARDNER PUBLIC IMPROVEMENT DISTRICT, COLORADO,  
ACTING BY AND THROUGH ITS \_\_\_\_\_ ENTERPRISE**

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

Title: \_\_\_\_\_ & Authorized Officer

Print Name: \_\_\_\_\_

**You should receive all payments no later than 10 working days after receipt of requisition unless otherwise notified.**

The undersigned approves the disbursement of the requisitioned amount from the Project Loan Account established in the **Water Pollution Control Revolving Fund** Project Account.

**COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Finance Director

Dated: \_\_\_\_\_

**For Colorado Department of Public Health and Environment, Water Quality Control Division purposes only:**

Payment approved by \_\_\_\_\_

Dated: \_\_\_\_\_

**RESOLUTION NO. 24-45**

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

**A RESOLUTION AUTHORIZING A DESIGN AND ENGINEERING LOAN  
AGREEMENT FOR THE GARDNER PUBLIC IMPROVEMENT DISTRICT FROM  
THE COLORADO WATER POLLUTION CONTROL REVOLVING FUND**

WHEREAS, Huerfano County, Colorado (the "County"), is a duly and regularly created, organized and existing political subdivision and public body corporate of the State of Colorado (the "State"); and

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 Gardner Public Improvement District (the "District") is a duly and regularly created, organized and existing quasi-municipal subdivision and public body corporate of the State of Colorado (the "State");

WHEREAS, pursuant to C.R.S. § 30-20-510, the Board of County Commissioners constitute ex-officio the Board of Directors of the Gardner Public Improvement District (together or separately the "Board"); and,

WHEREAS, pursuant to C.R.S. § 30-20-512(1)(e), a public improvement district may incur debt to fund its purposes; and

WHEREAS, the Board has determined it is in the best interests of the District and its residents that the District finance the design and engineering for a project to replace the collection system along State Highway 69 and installing a new waste water treatment facility effluent pipe extension.

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

1. **The Project.** The project consists of replacing the collection system along State Highway 69 and installing a new waste water treatment facility effluent pipe extension. The collection system portion of the project consists of upgrades of existing pipes and the replacement of manholes.
2. **Determination of Need.** The Board of the District has determined that a true and very real need exists for the project as described in the Loan Agreement between the Gardner Public Improvement District, CO and the Colorado Water Resources and Power Development Authority.
3. **Approval and Authorization.** The Board of the District has determined that the Loan Agreement, substantially in the form presented to this meeting, is in the best interests of the District for the completion of the project, and the Board hereby

approves the entering into of the Loan Agreement by the District and hereby designates and authorizes the Chairman of the Board of County Commissioners to execute and deliver the Loan Agreement on District’s behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Loan Agreement.

- 4. **Adoption of Resolution.** The signatures in the Loan Agreement from the designated individuals for the Board of the District evidence the adoption by the Board of this Resolution.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 19<sup>th</sup> day of November 2024.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS  
OF HUERFANO COUNTY, COLORADO

BY \_\_\_\_\_  
Arica Andreatta, Chairman

\_\_\_\_\_  
Karl Sporleder, Commissioner

\_\_\_\_\_  
Mitchell Wardell, Commissioner



Huerfano County Sheriff's Office  
Sheriff Bruce Newman  
500 South Albert Street, Walsenburg Colorado 81089  
Phone: 719-738-1600

November 14, 2024

Board of County Commissioners  
Carl Young County Administrator  
401 Main Street  
Walsenburg, CO 81089

Dear Sir's and Madam,

I, Sheriff Newman, would like to request that Detention Staff be paid out overtime starting on January 1, 2025 through January 31, 2025, unless Detention comes to full staff before this time. Should our staff count not increase, I may be asking for an extension on the payout of overtime. Thank you in advance for your consideration of overtime pay.

Regards,

A handwritten signature in blue ink, appearing to be "B. Newman".

Bruce Newman, Sheriff





## MEMORANDUM

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**MEETING TYPE:** Board of County Commissioners

**MEETING DATE:** November 19, 2024

**ITEM NAME:** HCWCD Augmentation Water Lease

**SUBMITTED BY:** Carl Young, County Administrator

**SUMMARY:** This agreement is the annual replacement water lease agreement which provides augmentation water for GPID and the Gardner Road and Bridge District. The total price of the lease is \$64,251 which includes (1) the base amount of the lease \$39,347 or \$3,577 per acre foot and (2) the administration fee of \$24,904 or \$2,264 per acre foot. This agreement is for a total of 11 acre feet of water.

**RECOMMENDATION:** Motion to approve the replacement water lease agreement with HCWCD in the total amount of \$64,251

**BACKGROUND:** This amount is split between GPID and Road and Bridge. Road and Bridge will pay \$17,523 and GPID will pay the remaining \$46,728

**BOARD ACTION TAKEN:**

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: \_\_\_\_\_

NOTES:

# PURCHASE ORDER

## Huerfano County

**Purchase Order#:** 327

**Purchase OrderDate:** 11/17/2024

**Vendor:** HUERFANO COUNTY WATER / 5878  
CONSERVANCY DISTRICT PO BOX 442  
LA VETA, CO 81055

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

### Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
Admin Fee	3	\$2,264.00	\$6,792.00	002-43040-51501
Augmentation Water	3	\$3,577.00	\$10,731.00	002-43040-51501
Admin Fee	8	\$2,264.00	\$18,112.00	070-49100-51688
Augmenation Water	8	\$3,577.00	\$28,616.00	070-49100-51688
<b>TOTAL:</b>			\$64,251.00	

### NOTES:

### APPROVALS:

Approving Authority: \_\_\_\_\_

Budget Officer: \_\_\_\_\_

## REPLACEMENT WATER LEASE AGREEMENT

THIS REPLACEMENT WATER LEASE AGREEMENT (“Lease”) is entered into the 1<sup>st</sup> day of November, 2024 by and between the Huerfano County Water Conservancy District, whose address is P.O. Box 442, La Veta CO 81055 (“District”), and Huerfano County, whose address is c/o Carl Young, County Administrator, 401 Main Street, Suite 201, Walsenburg, CO. 81089 (“Participant”). The District and the Participant are referred to collectively herein as “Parties” and individually as a “Party.”

### RECITALS

A. The District is a water conservancy district organized pursuant to Section 32-45-101 *et seq.*, C.R.S. and known as the Water Conservancy Act.

B. The District operates an adjudicated augmentation plan pursuant to a decree entered on November 14, 2016 in Case No. 13CW3062, Colorado District Court, Water Division 2 (“Augmentation Plan”). Such decree is recorded in Huerfano County at Reception No. 407501. The service area of the Augmentation Plan is generally the Huerfano River drainage within Huerfano County (“Plan Service Area”).

C. The Participant is Huerfano County who conducts road and bridge construction and maintenance activities throughout Huerfano County (“County Property”), which is within the bounds of the Plan Service Area.

D. Additionally, the Participant operates a public improvement district that provides water to the residents of unincorporated Village of Gardner (“Gardner Property”) through ownership of two tributary wells located in Gardner, Colorado. The first well is Gardner Well A (WDID No. 7905005) located in the SW1/4 SE1/4, Section 13, Township 26 South, 70 West, 6th P.M. The second well is Gardner Well 3 (WDID No. 7905004) located in the NE1/4 NE1/4, Section 24, Township 26 South, Range 70 West, 6th P.M. (“Gardner Wells”). These wells were decreed on June 9, 1978 in Case No. 4714.

E. The Participant requires water for road and bridge construction and maintenance uses throughout the County Property, as well as water to provide to residents of the Gardner Property.

F. As a result of the Augmentation Plan, the District has available consumptive use credits to provide augmentation water to replace out-of-priority depletions caused by participating water uses from the Huerfano River and its tributaries (“Replacement Credits”).

G. The District included the Participant and its desired uses within the decreed Augmentation Plan (“Participating Diversions”).

H. The District and the Participant have determined that the intended water use for the Gardner Property will require the replacement of seven (8) annual acre-feet

of out-of-priority depletions and that the intended water use for the County Property will require three (3) annual acre-feet of out-of-priority depletions.

I. The Participant wishes to lease from the District the right to have such out-of-priority depletions replaced by the District's Replacement Credits under the terms of the Augmentation Plan, this Lease, the District's *Rules and Regulations Governing Participation in Augmentation Plan* ("Rules and Regulations"), and any issued augmentation certificate.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation by Reference.** The above recitals are incorporated herein by this reference as if fully set forth herein.

2. **Agreement.** The District agrees to lease to the Participant and the Participant agrees to lease from the District the contract right to have the out-of-priority depletions caused by the use of the Participant's Participating Diversion replaced by the District's Replacement Credits in accordance with and subject to the terms and conditions of this Lease, the Augmentation Plan, the Rules and Regulations, and any issued augmentation certificate ("Replacement Water").

a. **Lease Price.** The lease price for the Replacement Water shall be \$39,347.00 ("Rental"). This amount represents the price of \$3,577.00 per acre-foot for Replacement Credit for Tier 1 water for a total of ten (11) acre-feet.

b. **Administration Expense.** The Participant shall pay the District an administration fee ("Annual Fee") determined by a unit assessment of \$2,264.00 for each acre-foot of Replacement Credit. The Annual Fee of \$24,904.00 is due and payable with the Rental. The Annual Fee may be increased annually based on the United States Bureau of Labor Statistics Consumer Price Index for Denver/Aurora/Lakewood or successor index. Additionally, the Annual Fee may also be adjusted from time to time at the discretion of the District. The Parties acknowledge that the Annual Fee will change over time and that the intent of this Lease is that the Participant shall reimburse the District for the reasonable costs incurred by the District in the administration of this Lease and the Augmentation Plan, including without limitation, costs incurred in accounting for the delivery of Replacement Water

c. **Operational Costs.** The District will determine what equipment or structures specific to the Participant's operations are necessary for the District to supply Replacement Water for the Participant. The Participant understands that the District is not responsible for the procurement, installation, operation, or maintenance of such equipment or structures. Any costs for the procurement, installation, operation, or maintenance of such equipment or structures including metering devices and water

diversion structures shall be borne by the Participant. Costs and fees incurred by the District in implementing the use of such equipment and structures shall be reimbursed to the District by the Participant.

d. Term. The term of this Lease will be from November 1, 2024 to October 31, 2025.

**3. Augmentation Certificate**. Fee simple title of the water rights adjudicated for the District in the Augmentation Plan shall remain with the District. The District will provide the Participant with two Augmentation Certificates documenting the Participant's right to receive up to three (3) annual acre-feet of Replacement Water for the County Property and up to eight (8) annual acre-feet for the Gardner Property, as long as the Participant complies with the terms and conditions of this Lease, the Augmentation Certificate, the Rules and Regulations, and the Augmentation Plan. As such, said Augmentation Certificates shall include and incorporate the terms, conditions, limitations, and restrictions set forth in this Lease, the District's Rules and Regulations, and the Augmentation Plan. The Augmentation Certificates shall be recorded in the real property records of Huerfano County by the District and shall be an appurtenance to the Participant's Property. The Participant is acquiring the contractual right for the replacement of its out-of-priority depletions and not an interest in the Augmentation Plan or the District's water rights within the Augmentation Plan.

**4. Rules and Regulations**. This Lease, the Augmentation Certificates, and Replacement Water are subject to, and the Participant shall abide by, the Rules and Regulations adopted by the District as are currently drafted and as may be amended, supplemented, and revoked from time to time at the discretion of the District. The Rules and Regulations are incorporated herein by reference.

**5. Acknowledgement**. By executing this Lease, the Participant hereby acknowledges receipt of the Rules and Regulations from the District.

**6. Warranties and Representation of Participant and District**.

a. District's Representations. District represents that it has title to the water rights used as Replacement Water under this Lease and has full power and authority to delegate such water rights to meet the replacement obligations of the Participant as provided in this Lease.

b. The Participant's Representations. The Participant represents that it has conducted its own investigation into the Replacement Water and determined its suitability for use to replace the out-of-priority depletions due to the Participant's uses. The Participant's decision to enter into this Lease is based upon the Participant's own investigation and the Participant has not relied upon the representations or affirmations of the District regarding the Replacement Water or the suitability of such Replacement Water for the Participant's needs.

**7. Restrictions on Transfer.** The Participant acknowledges that the Augmentation Certificates are for the augmentation of the out-of-priority depletions caused by use of the Participating Diversions. Therefore, the Augmentation Certificates only reflect augmentation service for the County Property and Gardner Property by providing Replacement Water for the Participant's Approved Uses. The Participant's interest in the Replacement Water and the Augmentation Certificates may be transferred to subsequent owners of the real property as part of a conveyance of the County Property or Gardner Property (however unlikely) upon approval by the District. Additionally, the Participant may not sell, transfer, lease, or convey the Replacement Water or Augmentation Certificates separate from the County Property or Gardner Property without the express written consent of the District. The restrictions on transfer are set forth in the Rules and Regulations and will be set forth in the Augmentation Certificates.

**8. Uses and Limits.**

a. County Property Uses. The maximum monthly diversions by the Participant shall not exceed 0.5 acre-feet. Such maximum may be increased only upon prior written approval from the District's water engineer, Steven Smith of Applegate Group. Such approval shall not be unreasonably withheld, but shall be based on the District's ability to operate the Augmentation Plan for all of the District's participants without impairment or hindrance. Total diversions on an annual basis shall not exceed 3 acre-feet. The Participant shall make withdrawals at the locations for withdrawal as set forth in the Augmentation Plan.

b. Gardner Property Uses. Total Pumping for Gardner not including the bulk water station shall be 10 acre-feet for the term of this lease unless additional pumping is approved by the District's water engineer. However, pumping between November 1, 2024 and March 31, 2025 shall be limited to 4.4 acre-feet for Gardner not including the bulk water station. Total Pumping for the bulk water station shall be 3.2 acre-feet for the term of this lease unless additional pumping is approved by the District's water engineer. However, pumping between November 1, 2024 and March 31, 2025 shall be limited to 1.1 acre-feet for the bulk water station. The above pumping is estimated with the goal of meeting the consumptive use amount of 11 acre-feet for the term of this lease. As such, the allowed pumping amounts are subject to change by the District throughout the term of this lease based on actual pumping and depletion amounts in order to keep depletions within the leased amount of 11 acre-feet.

**9. Overages.** The Participant shall be responsible for payment to the District for any amount of out-of-priority depletions caused by the Participant over and above the amount set forth in the Augmentation Certificate and this Lease. The cost for such overages shall be two-hundred percent (200%) of the then current lease price as adopted by the District assessed in one-half acre-foot increments. Additionally, the Participant shall be responsible to the District for any reasonable engineering expenses, legal

expenses, and penalties and fines incurred by the District for such overages. Such overages shall still constitute a breach and default under this Lease.

**10. Transit Losses.** Participants are responsible for any transit losses upon their Replacement Water from the point of the District's release of the Replacement Credits to the Participant's downstream point of stream depletion. The District will make reasonable efforts to provide the Replacement Credits from the District's water resources at a point that is reasonably convenient to the Participant while not impairing the District's operations and other commitments for replacement water. As a result, the Participant may have to purchase more Replacement Credits than its amount of stream depletions in order to cover transit losses.

**11. Legal and Engineering Advice.** The Participant's lease of Replacement Water from the District to meet the Participant's depletions to the Huerfano River system involves complex matters of Colorado water law and water resource engineering. The Participant is strongly encouraged by the District to seek competent legal and engineering advice from a professional experienced in these matters before committing to the purchase of Replacement Water from the District.

**12. Responsibilities after District Delivery.** Following the District's delivery of Replacement Credits to augment the Participant's out-of-priority depletions, the Participant shall thereafter be responsible for all further administration that may be required for the use of the Participating Diversion.

**13. Compliance with Law.**

a. **Compliance with State or Local Regulations and Laws.** The District retains the right to suspend service during noncompliance and/or terminate this Lease without need for a cure period as set forth in the Rules and Regulations for failure to remain in compliance with state or local law, rules, or regulations as follows:

i. If the Participant is not in compliance concerning permitting, licensing, or the equivalent, which either directly or indirectly involves the use of Replacement Water from the District; and

ii. If the Participant is conducting activities that are illegal under state or local law on its property which either directly or indirectly require the use of Replacement Water from the District.

b. **Compliance with Federal Law.** The District retains the right to suspend service during noncompliance and/or terminate this Lease without need for a cure period as set forth in the Rules and Regulations for failure to remain in compliance with Federal law, rules, or regulations as follows:

i. If the Participant is conducting activities that are both illegal under Colorado state law and federal law on its property which either directly or indirectly require the use of Replacement Water from the District.

ii. If the Participant is conducting activities related to the cultivation and sale of marijuana, when the District has a good faith, reasonable belief that the Participant is susceptible to a heightened potential for federal prosecution based on the federal government's desire to:

1. Prevent the distribution of marijuana to minors;
2. Prevent the revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels;
3. Prevent the diversion of marijuana from states where it is legal under state law in some form to other states where it is not legal;
4. Prevent state-authorized marijuana activity from being used as a cover or pretext from the trafficking of other illegal drugs or other illegal activity;
5. Prevent violence and the use of firearms in the cultivation and distribution of marijuana;
6. Prevent the drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use;
7. Prevent the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and
8. Prevent marijuana possession or use on federal property.

c. Federal Monies. The District retains the right to terminate this Lease and suspend service to the Participant without need for a cure period as set forth in the Rules and Regulations if providing such Replacement Water to the Participant inhibits or prevents the ability of the District, in the judgment of the District, to qualify for or to obtain federal funding or grants.

**14. Recording and Accounting**. The Participant agrees to install water meters and other equipment or structures as determined to be necessary by the District or the Division Engineer and to keep and provide the District and the Division Engineer with



accurate and periodic records of the Participant's diversions and water use as frequently as required by the District or Division Engineer. The Participant further agrees to permit access to representatives of the District or State or Division Engineer upon the Participant's Property to make meter readings, verify meter readings or other information submitted by the Participant, determine information not provided by the Participant, verify the condition of and extent of use of any Participating Diversion or related equipment or structures, or verify the other use or nonuse of any structures.

**15. Reporting.** The Participant shall completely and accurately report weekly to the District's water engineer, Steven Smith, by means of email (stevesmith@applegategroup.com) all meter readings and river diversions of the Participant for the previous week. Failure to provide complete and accurate weekly accounting of meter readings and diversion records to the District's water engineer may result in a decrease of the allowed maximum diversion amount as set forth in Paragraph 8 or the immediate cessation of the provision of Replacement Water by the District until such failure to report is rectified.

**16. Restriction of Covered Use.** The District reserves the right to restrict and/or ration the Participant's water use and corresponding supply of Replacement Water if the District or the State and Division Engineers project, or if actual operations demonstrate, that the quantity of augmentation water available to the District may be inadequate to supply the replacement demands of all participants in the plan in any year or portion thereof. The District shall not be liable to the Participant for any failure to deliver Replacement Water due to water supply conditions concerning the District's water rights beyond the District's control if the District has made reasonable attempts to provide the Replacement Water.

**17. Less Diversions than Planned.** In the event that the Participant uses less than the allocated Replacement Credit as stated in the Augmentation Certificate in a given year, the excess will not carry over to the Participant's benefit to any future year and the amount of unused Replacement Credit will remain fully subject to the District's discretionary uses.

**18. Default.** The Rules and Regulations set forth the rights and responsibilities of the Parties in the event of a default.

**19. Physical Supply.** The District agreeing to provide Replacement Water for the Participant in no way represents or acts as a warranty or guarantee by the District that the Participant will have a sufficient physical supply of water for Participant's needs. The Participant shall be fully responsible for obtaining the necessary physical supply of water for the Participant's needs.

**20. Consequential Damages.** The Participant assumes the risks inherent in efforts to receive a water supply in such an arid, over-appropriated water basin as the Huerfano River. The District shall not be liable to the Participant in any event for any

consequential damages including, without limitation, any lost profits, revenues, or interruptions in use of water. All such consequential damages are waived by the Participant for full, fair, and adequate consideration received by being allowed to receive an Augmentation Certificate and being provided with Replacement Water.

**21. Attorney's Fees.** In the event of any dispute between the Parties concerning this Lease or in the event of any action to enforce this Lease or to collect damages on account of any breach of the obligations provided for herein, the prevailing Party shall be entitled to recover from the other Party, all costs and expenses, including reasonable engineering and attorney's fees, incurred in such litigation as well as all additional such costs and expenses incurred in enforcing and collecting any judgment rendered in such action.

**22. Authority.** All parties to this Lease represent that they have the full power and authority to enter into and perform this Lease.

**23. Entire Agreement.** This Agreement with the incorporated Rules and Regulations, Augmentation Plan, and Augmentation Certificates constitute the entire agreement between the parties with respect to its subject matter and constitutes, merges, and supersedes all prior agreements, representations and understandings of the parties, written or oral.

**24. Amendment.** This Lease may be amended only by a written instrument signed by the Parties.

**25. Power to Contract.** This Lease is entered into pursuant to Section 37-45-131, Colorado Revised Statutes.

**26. Notice.** Any notice which may or must be given pursuant to this Lease shall be made at the following addresses by certified mail, return receipt requested:

Huerfano County  
c/o Carl Young  
410 Main Street, Suite 201  
Walsenburg, CO 81089

and

Huerfano County Water Conservancy District  
c/o Carol Dunn  
P.O. Box. 442  
La Veta, CO 81055

with copy to

Ryan W. Farr, Esq.  
Monson, Cummins & Shoheit, LLC  
13511 Northgate Estates Drive, Suite 250  
Colorado Springs, CO 80921

The above addresses may be changed upon written notice to the other parties.

**27. Governing Law.** This Lease shall be governed, construed, and enforced in accordance with the laws of the State of Colorado, without regard to its conflict of laws rules.

**28. Jurisdiction and Venue.** The Parties agree to personal jurisdiction in any action brought in any court within the County of Huerfano, State of Colorado, or Water Court, Division 2, State of Colorado having subject matter jurisdiction over the matters arising under this Lease. Any suit, action, or proceeding shall only be instituted in the County of Huerfano, State of Colorado, or Water Court Division 2, State of Colorado. The Parties waive any objection which either Party may have now or hereafter to the laying of the venue of such action or proceeding and irrevocably submit to the jurisdiction of any such court in any such suit, action, or proceeding.

**29. Severability.** Unenforceability of any provision contained in this Lease shall not effect or impair the validity of any other provision of this Lease, so long as the primary purpose(s) of this Lease are effectuated by the remaining terms.

**30. Counterparts.** This Lease may be signed in counterparts.

**31. Binding Effect.** This Lease shall be binding upon the parties hereto as well as their successors and assigns.

THIS LEASE is entered into on the date and year set forth above.

**DISTRICT**  
HUERFANO COUNTY WATER  
CONSERVANCY DISTRICT

**PARTICIPANT**  
HUERFANO COUNTY

BY

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## REPLACEMENT WATER LEASE AGREEMENT

THIS REPLACEMENT WATER LEASE AGREEMENT ("Lease") is entered into the 1<sup>st</sup> day of November, 2023 by and between the Huerfano County Water Conservancy District, whose address is P.O. Box 442, La Veta CO 81055 ("District"), and Huerfano County, whose address is c/o Carl Young, County Administrator, 401 Main Street, Suite 201, Walsenburg, CO. 81089 ("Participant"). The District and the Participant are referred to collectively herein as "Parties" and individually as a "Party."

### RECITALS

A. The District is a water conservancy district organized pursuant to Section 32-45-101 *et seq.*, C.R.S. and known as the Water Conservancy Act.

B. The District operates an adjudicated augmentation plan pursuant to a decree entered on November 14, 2016 in Case No. 13CW3062, Colorado District Court, Water Division 2 ("Augmentation Plan"). Such decree is recorded in Huerfano County at Reception No. 407501. The service area of the Augmentation Plan is generally the Huerfano River drainage within Huerfano County ("Plan Service Area").

C. The Participant is Huerfano County who conducts road and bridge construction and maintenance activities throughout Huerfano County ("County Property"), which is within the bounds of the Plan Service Area.

D. Additionally, the Participant operates a public improvement district that provides water to the residents of unincorporated Village of Gardner ("Gardner Property") through ownership of two tributary wells located in Gardner, Colorado. The first well is Gardner Well A (WDID No. 7905005) located in the SW1/4 SE1/4, Section 13, Township 26 South, 70 West, 6th P.M. The second well is Gardner Well 3 (WDID No. 7905004) located in the NE1/4 NE1/4, Section 24, Township 26 South, Range 70 West, 6th P.M. ("Gardner Wells"). These wells were decreed on June 9, 1978 in Case No. 4714.

E. The Participant requires water for road and bridge construction and maintenance uses throughout the County Property, as well as water to provide to residents of the Gardner Property.

F. As a result of the Augmentation Plan, the District has available consumptive use credits to provide augmentation water to replace out-of-priority depletions caused by participating water uses from the Huerfano River and its tributaries ("Replacement Credits").

G. The District included the Participant and its desired uses within the decreed Augmentation Plan ("Participating Diversions").

H. The District and the Participant have determined that the intended water use for the Gardner Property will require the replacement of seven (7) annual acre-feet

of out-of-priority depletions and that the intended water use for the County Property will require three (3) annual acre-feet of out-of-priority depletions.

I. The Participant wishes to lease from the District the right to have such out-of-priority depletions replaced by the District's Replacement Credits under the terms of the Augmentation Plan, this Lease, the District's *Rules and Regulations Governing Participation in Augmentation Plan* ("Rules and Regulations"), and any issued augmentation certificate.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation by Reference.** The above recitals are incorporated herein by this reference as if fully set forth herein.

2. **Agreement.** The District agrees to lease to the Participant and the Participant agrees to lease from the District the contract right to have the out-of-priority depletions caused by the use of the Participant's Participating Diversion replaced by the District's Replacement Credits in accordance with and subject to the terms and conditions of this Lease, the Augmentation Plan, the Rules and Regulations, and any issued augmentation certificate ("Replacement Water").

a. **Lease Price.** The lease price for the Replacement Water shall be \$35,770 ("Rental"). This amount represents the price of \$3,577.00 per acre-foot for Replacement Credit for Tier 1 water for a total of ten (10) acre-feet.

b. **Administration Expense.** The Participant shall pay the District an administration fee ("Annual Fee") determined by a unit assessment of \$1,481.23 for each acre-foot of Replacement Credit. The Annual Fee of \$14,812.30 is due and payable with the Rental. The Annual Fee may be increased annually based on the United States Bureau of Labor Statistics Consumer Price Index for Denver/Aurora/Lakewood or successor index. Additionally, the Annual Fee may also be adjusted from time to time at the discretion of the District. The Parties acknowledge that the Annual Fee will change over time and that the intent of this Lease is that the Participant shall reimburse the District for the reasonable costs incurred by the District in the administration of this Lease and the Augmentation Plan, including without limitation, costs incurred in accounting for the delivery of Replacement Water

c. **Operational Costs.** The District will determine what equipment or structures specific to the Participant's operations are necessary for the District to supply Replacement Water for the Participant. The Participant understands that the District is not responsible for the procurement, installation, operation, or maintenance of such equipment or structures. Any costs for the procurement, installation, operation, or maintenance of such equipment or structures including metering devices and water

diversion structures shall be borne by the Participant. Costs and fees incurred by the District in implementing the use of such equipment and structures shall be reimbursed to the District by the Participant.

d. Term. The term of this Lease will be from November 1, 2023 to October 31, 2024.

3. Augmentation Certificate. Fee simple title of the water rights adjudicated for the District in the Augmentation Plan shall remain with the District. The District will provide the Participant with two Augmentation Certificates documenting the Participant's right to receive up to three (3) annual acre-feet of Replacement Water for the County Property and up to seven (7) annual acre-feet for the Gardner Property, as long as the Participant complies with the terms and conditions of this Lease, the Augmentation Certificate, the Rules and Regulations, and the Augmentation Plan. As such, said Augmentation Certificate shall include and incorporate the terms, conditions, limitations, and restrictions set forth in this Lease, the District's Rules and Regulations, and the Augmentation Plan. The Augmentation Certificate shall be recorded in the real property records of Huerfano County by the District and shall be an appurtenance to the Participant's Property. The Participant is acquiring the contractual right for the replacement of its out-of-priority depletions and not an interest in the Augmentation Plan or the District's water rights within the Augmentation Plan.

4. Rules and Regulations. This Lease, the Augmentation Certificate, and Replacement Water are subject to, and the Participant shall abide by, the Rules and Regulations adopted by the District as are currently drafted and as may be amended, supplemented, and revoked from time to time at the discretion of the District. The Rules and Regulations are incorporated herein by reference.

5. Acknowledgement. By executing this Lease, the Participant hereby acknowledges receipt of the Rules and Regulations from the District.

6. Warranties and Representation of Participant and District.

a. District's Representations. District represents that it has title to the water rights used as Replacement Water under this Lease and has full power and authority to delegate such water rights to meet the replacement obligations of the Participant as provided in this Lease.

b. The Participant's Representations. The Participant represents that it has conducted its own investigation into the Replacement Water and determined its suitability for use to replace the out-of-priority depletions due to the Participant's uses. The Participant's decision to enter into this Lease is based upon the Participant's own investigation and the Participant has not relied upon the representations or affirmations of the District regarding the Replacement Water or the suitability of such Replacement Water for the Participant's needs.

7. **Restrictions on Transfer.** The Participant acknowledges that the Augmentation Certificates are for the augmentation of the out-of-priority depletions caused by use of the Participating Diversions. Therefore, the Augmentation Certificates only reflect augmentation service for the County Property and Gardner Property by providing Replacement Water for the Participant's Approved Uses. The Participant's interest in the Replacement Water and the Augmentation Certificates may be transferred to subsequent owners of the real property as part of a conveyance of the County Property or Gardner Property (however unlikely) upon approval by the District. Additionally, the Participant may not sell, transfer, lease, or convey the Replacement Water or Augmentation Certificates separate from the County Property or Gardner Property without the express written consent of the District. The restrictions on transfer are set forth in the Rules and Regulations and will be set forth in the Augmentation Certificates.

8. **Uses and Limits.**

a. **County Property Uses.** The maximum monthly diversions by the Participant shall not exceed 0.5 acre-feet. Such maximum may be increased only upon prior written approval from the District's water engineer, Steven Smith of Applegate Group. Such approval shall not be unreasonably withheld, but shall be based on the District's ability to operate the Augmentation Plan for all of the District's participants without impairment or hindrance. Total diversions on an annual basis shall not exceed 3 acre-feet. The Participant shall make withdrawals at the locations for withdrawal as set forth in the Augmentation Plan.

b. **Gardner Property Uses.** Total Pumping for Gardner not including the bulk water station shall be 9.1 acre-feet for the term of this lease unless additional pumping is approved by the District's water engineer. However, pumping between November 1, 2023 and March 31, 2024 shall be limited to 4 acre-feet for Gardner not including the bulk water station. Total Pumping for the bulk water station shall be 2.9 acre-feet for the term of this lease unless additional pumping is approved by the District's water engineer. However, pumping between November 1, 2023 and March 31, 2024 shall be limited to 1 acre-foot for the bulk water station. The above pumping is estimated with the goal of meeting the consumptive use amount of 10 acre-feet for the term of this lease. As such, the allowed pumping amounts are subject to change by the District throughout the term of this lease based on actual pumping and depletion amounts in order to keep depletions within the leased amount of 10 acre-feet.

9. **Overages.** The Participant shall be responsible for payment to the District for any amount of out-of-priority depletions caused by the Participant over and above the amount set forth in the Augmentation Certificate and this Lease. The cost for such overages shall be two-hundred percent (200%) of the then current lease price as adopted by the District assessed in one-half acre-foot increments. Additionally, the Participant shall be responsible to the District for any reasonable engineering expenses, legal



expenses, and penalties and fines incurred by the District for such overages. Such overages shall still constitute a breach and default under this Lease.

**10. Transit Losses.** Participants are responsible for any transit losses upon their Replacement Water from the point of the District's release of the Replacement Credits to the Participant's downstream point of stream depletion. The District will make reasonable efforts to provide the Replacement Credits from the District's water resources at a point that is reasonably convenient to the Participant while not impairing the District's operations and other commitments for replacement water. As a result, the Participant may have to purchase more Replacement Credits than its amount of stream depletions in order to cover transit losses.

**11. Legal and Engineering Advice.** The Participant's lease of Replacement Water from the District to meet the Participant's depletions to the Huerfano River system involves complex matters of Colorado water law and water resource engineering. The Participant is strongly encouraged by the District to seek competent legal and engineering advice from a professional experienced in these matters before committing to the purchase of Replacement Water from the District.

**12. Responsibilities after District Delivery.** Following the District's delivery of Replacement Credits to augment the Participant's out-of-priority depletions, the Participant shall thereafter be responsible for all further administration that may be required for the use of the Participating Diversion.

**13. Compliance with Law.**

a. **Compliance with State or Local Regulations and Laws.** The District retains the right to suspend service during noncompliance and/or terminate this Lease without need for a cure period as set forth in the Rules and Regulations for failure to remain in compliance with state or local law, rules, or regulations as follows:

i. If the Participant is not in compliance concerning permitting, licensing, or the equivalent, which either directly or indirectly involves the use of Replacement Water from the District; and

ii. If the Participant is conducting activities that are illegal under state or local law on its property which either directly or indirectly require the use of Replacement Water from the District.

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i. If the Participant is conducting activities that are both illegal under Colorado state law and federal law on its property which either directly or indirectly require the use of Replacement Water from the District.

ii. If the Participant is conducting activities related to the cultivation and sale of marijuana, when the District has a good faith, reasonable belief that the Participant is susceptible to a heightened potential for federal prosecution based on the federal government's desire to:

1. Prevent the distribution of marijuana to minors;
2. Prevent the revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels;
3. Prevent the diversion of marijuana from states where it is legal under state law in some form to other states where it is not legal;
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7. Prevent the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and
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accurate and periodic records of the Participant's diversions and water use as frequently as required by the District or Division Engineer. The Participant further agrees to permit access to representatives of the District or State or Division Engineer upon the Participant's Property to make meter readings, verify meter readings or other information submitted by the Participant, determine information not provided by the Participant, verify the condition of and extent of use of any Participating Diversion or related equipment or structures, or verify the other use or nonuse of any structures.

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**21. Attorney's Fees.** In the event of any dispute between the Parties concerning this Lease or in the event of any action to enforce this Lease or to collect damages on account of any breach of the obligations provided for herein, the prevailing Party shall be entitled to recover from the other Party, all costs and expenses, including reasonable engineering and attorney's fees, incurred in such litigation as well as all additional such costs and expenses incurred in enforcing and collecting any judgment rendered in such action.

**22. Authority.** All parties to this Lease represent that they have the full power and authority to enter into and perform this Lease.

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c/o Carl Young  
410 Main Street, Suite 201  
Walsenburg, CO 81089

and

Huerfano County Water Conservancy District  
c/o Carol Dunn  
P.O. Box. 442  
La Veta, CO 81055

with copy to

Ryan W. Farr, Esq.  
Monson, Cummins & Shoheit, LLC  
13511 Northgate Estates Drive, Suite 250  
Colorado Springs, CO 80921

The above addresses may be changed upon written notice to the other parties.

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**30. Counterparts.** This Lease may be signed in counterparts.

**31. Binding Effect.** This Lease shall be binding upon the parties hereto as well as their successors and assigns.

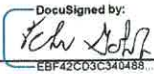
THIS LEASE is entered into on the date and year set forth above.

**DISTRICT**  
HUERFANO COUNTY WATER  
CONSERVANCY DISTRICT

**PARTICIPANT**  
HUERFANO COUNTY

BY

Signature: 

Signature: 

Printed: Scott King

Printed: John Galusha

Title: President

Title: Chairman

Date: 11/16/2023

Date: 11/15/2023

# PURCHASE ORDER

## Huerfano County

**Purchase Order#:** 324

**Purchase OrderDate:** 11/17/2024

**Vendor: WARRIOR KIT SAFETY & SURVIVAL / 7069**  
**1687 W Acomita Drive**  
**PUEBLO WEST, CO 81007-4077**

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

### Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
HCSO bulletproof vests	1	\$19,042.00	\$19,042.00	001-42110-51500
TOTAL:			\$19,042.00	

### NOTES:

### APPROVALS:

Approving Authority: \_\_\_\_\_

Budget Officer: \_\_\_\_\_



1687 W Acomita Dr  
Pueblo West, CO 81007

# Estimate

Item 7e.

Date	Estimate #
11/14/2024	WKE24-332
Rep	
John Schaerfl	
E-mail	
john@warriorkit.com	

Name / Address
Huerfano County Sheriffs Office 500 S Albert Street Walsenburg, CO 81089

Project

Description	Qty	Rate	Total
HL6AD1BV0M Point Blank Alpha Elite AXIII-A-1 1-HiLite concealable carrier 1-Soft Trauma Plate Color - Black MSRP: \$1,989.00 NASPO: \$1,074.06	14	773.00	10,822.00
Endeavor ODC Gen II external vest carrier with KWIQ-Clip Buckle side closure Color - Black Lettering - Gold MSRP: \$519.00 NASPO: \$280.26	8	230.00	1,840.00
Thank you for allowing Warrior Kit the opportunity to provide you with protective equipment. We appreciate it very much!		<b>Total</b>	

Phone #	Web Site
(505) 690-7082	www.warriorkit.com

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





1687 W Acomita Dr  
Pueblo West, CO 81007

# Estimate

Item 7e.

Date	Estimate #
11/14/2024	WKE24-332
Rep	
John Schaerfl	
E-mail	
john@warriorkit.com	

Name / Address
Huerfano County Sheriffs Office 500 S Albert Street Walsenburg, CO 81089

Project

Description	Qty	Rate	Total
Endeavor ODC Gen II external vest carrier with Velcro OR Zipper side closure Color - Black Lettering - Gold MSRP: \$410.00 NASPO: \$221.40	6	200.00	1,200.00
SD6PS2BV0P Point Blank S-PB-L2 stab vest 1-Standard concealable carrier MSRP: \$1,068.00 NASPO: \$576.72	7	540.00	3,780.00

Thank you for allowing Warrior Kit the opportunity to provide you with protective equipment. We appreciate it very much!	<b>Total</b>
--	--------------

Phone #	Web Site
(505) 690-7082	www.warriorkit.com

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



1687 W Acomita Dr  
Pueblo West, CO 81007

# Estimate

Item 7e.

Date	Estimate #
11/14/2024	WKE24-332
Rep	
John Schaerfl	
E-mail	
john@warriorkit.com	

Name / Address
Huerfano County Sheriffs Office 500 S Albert Street Walsenburg, CO 81089

Project

Description	Qty	Rate	Total
Endeavor ODC Gen II external vest carrier with Velcro side closure Color - Black Lettering - Grey MSRP: \$410.00 NASPO: \$221.40  shipping included  All pricing below current (2024) NASPO Master Agreement Number: 164719	7	200.00	1,400.00
Thank you for allowing Warrior Kit the opportunity to provide you with protective equipment. We appreciate it very much!		<b>Total</b>	

Phone #	Web Site
(505) 690-7082	www.warriorkit.com

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



1687 W Acomita Dr  
Pueblo West, CO 81007

Name / Address
Huerfano County Sheriffs Office 500 S Albert Street Walsenburg, CO 81089

# Estimate

Item 7e.

Date	Estimate #
11/14/2024	WKE24-332
Rep	
John Schaerfl	
E-mail	
john@warriorkit.com	

Project

Description	Qty	Rate	Total
**Pricing from CSPD 2024 contract** **Pricing valid until 12/11/2024**			
Thank you for allowing Warrior Kit the opportunity to provide you with protective equipment. We appreciate it very much!		<b>Total</b>	\$19,042.00

Phone #	Web Site
(505) 690-7082	www.warriorkit.com

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

# PURCHASE ORDER

## Huerfano County

**Purchase Order#:** 325

**Purchase OrderDate:** 11/17/2024

**Vendor: WARRIOR KIT SAFETY & SURVIVAL / 7069**  
**1687 W Acomita Drive**  
**PUEBLO WEST, CO 81007-4077**

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

### Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
Ballistic Plates for HCSO	1	\$5,926.00	\$5,926.00	001-42110-51500
TOTAL:			\$5,926.00	

### NOTES:

### APPROVALS:

Approving Authority: \_\_\_\_\_

Budget Officer: \_\_\_\_\_



1687 W Acomita Dr  
Pueblo West, CO 81007

Name / Address
Huerfano County Sheriffs Office 500 S Albert Street Walsenburg, CO 81089

# Estimate

Item 7f.

Date	Estimate #
11/14/2024	WKE24-333
Rep	
John Schaeferl	
E-mail	
john@warriorkit.com	

Project

Description	Qty	Rate	Total
PLT019ECSN OMEGA-8X10 ICW, 8X10 SPECIAL THREAT SHOOTER'S CUT MSRP: \$876.00 NASPO: \$490.56  Newman Perry Pacheco LaPorte Werner Biggins	6	357.00	2,142.00
Thank you for allowing Warrior Kit the opportunity to provide you with protective equipment. We appreciate it very much!		<b>Total</b>	

Phone #	Web Site
(505) 690-7082	www.warriorkit.com

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



1687 W Acomita Dr  
Pueblo West, CO 81007

# Estimate

Item 7f.

Date	Estimate #
11/14/2024	WKE24-333
Rep	
John Schaerfl	
E-mail	
john@warriorkit.com	

Name / Address
Huerfano County Sheriffs Office 500 S Albert Street Walsenburg, CO 81089

Project

Description	Qty	Rate	Total
PLT020ECSN OMEGA-10X12 ICW, 10X12 SPECIAL THREAT SHOOTER'S CUT MSRP: \$1193.00 NASPO: \$668.08  Rapo Lessar Hajar Martin Mathews Butler Diggs Medina  shipping included	8	473.00	3,784.00
Thank you for allowing Warrior Kit the opportunity to provide you with protective equipment. We appreciate it very much!		<b>Total</b>	

Phone #	Web Site
(505) 690-7082	www.warriorkit.com

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



1687 W Acomita Dr  
Pueblo West, CO 81007

# Estimate

Item 7f.

Date	Estimate #
11/14/2024	WKE24-333
Rep	
John Schaerfl	
E-mail	
john@warriorkit.com	

Name / Address
Huerfano County Sheriffs Office 500 S Albert Street Walsenburg, CO 81089

Project

Description	Qty	Rate	Total
<p>**All pricing below current NASPO Master Agreement Number: 164719</p> <p>Pricing from CSPD contract</p>			
<p>Thank you for allowing Warrior Kit the opportunity to provide you with protective equipment. We appreciate it very much!</p>		<b>Total</b>	\$5,926.00

Phone #	Web Site
(505) 690-7082	www.warriorkit.com

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

## CUSTOMER SERVICES AGREEMENT

*(U.S. Based Employees Only)*

This **CUSTOMER SERVICES AGREEMENT** (the “Agreement”), dated as of February 1, 2025 is entered into by and between Triad Resource Group, an LLC with its principal place of business located at 100 North Pennsylvania Avenue, Wilkes-Barre, PA 18701 doing business as Triad EAP or AllOne Health (“Company”) and Huerfano County with its principal place of business located at 401 Main Street, Suite 310, Walsenburg, Colorado (“Customer”), collectively referred to herein as “Parties” and each as “Party.”

### **PREAMBLE**

**WHEREAS**, Customer wishes to engage the Company to provide employee assistance services and the Company wishes to provide such services upon certain terms and conditions.

**NOW, THEREFORE**, in consideration of the recitals listed above and the mutual promises, covenants, agreements, and undertakings of the Parties set forth below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

### **ARTICLE I. COMPANY RESPONSIBILITIES**

**1.1 Description of Services.** The Company shall provide employee assistance services to Customer pursuant to the attached Statement of Work/Fee Schedule (**Exhibit A**), which is incorporated herein by reference, (sometimes collectively referred to as “Services”).

**1.2 The Company’s Intellectual Property.** The Agreement is not a work-for-hire agreement. The Company retains exclusive right, title and interest in intellectual property developed, delivered, or used in the performance of the Agreement. Neither the Agreement nor any Statement of Work changes the ownership of any pre-existing materials. Customer shall have no ownership interest in software used by the Company. All work product generated or acquired by the Company shall be the exclusive property of the Company. Work product shall include all clinical data and supporting records and other information. All such work product is confidential pursuant to Article 2 of the Agreement.

### **ARTICLE II. CONFIDENTIALITY**

**2.1 Confidential Information.** “Confidential Information” means information or data of a Disclosing Party concerning its business operations, methods and strategies, financial condition, technology, or prospects, in any form or medium (including writings, drawings and electronically stored information and data), whether or not marked or labeled as “confidential.” Confidential Information also includes: (i) a Disclosing Party’s technical information, confidential data and trade secrets; (ii) a Disclosing Party’s nonpublic Intellectual Property (“IP”) (for example, inventions, discoveries, designs, methods, processes and ideas, whether or not patented or patentable), mask works and works for authorship, whether copyrighted or copyrightable; (iii) any other information or data whether in written, electronic or oral form, directly or indirectly or made available by Disclosing Party or any of its or its affiliates’ employees or independent contractors to the non-disclosing party in connection with the activities contemplated by this Agreement that is designated “Confidential” or “Proprietary” or some similar designation or that would reasonably be expected to be confidential under the circumstances, including information related to the Disclosing Party’s business or operations (including financial, corporate, marketing, product, research, technical, manufacturing and other nonpublic information) or to its or its affiliates’ employees, customers, suppliers and other business partners, property-related information, personally identifiable information, sensitive personal information (including the substance of inquiries or requests made by Customer’s employees through the Services); and (iv) all tangible manifestations (however embodied) of information or data referred to in clauses (i), (ii) and (iii) above (for example, computer software, firmware, scripts or objects, hardware, programmer’s notes, databases, manuals, training manuals and materials, memoranda, reports, drawings, sketches, flowcharts, models, prototypes, files, films, records



or forms).

**2.2 Receiving Party.** A Party that acquires knowledge of the other Party's (a "Disclosing Party") Confidential Information is considered the "Receiving Party." The Receiving Party shall keep Confidential Information in confidence using the same degree of care as the Receiving Party uses with its own Confidential Information or a reasonable degree of care, whichever is greater. The Receiving Party will not use, exploit, disseminate, disclose, or divulge Confidential Information to any person, firm, corporation, partnership, association, or other entity, without the prior written consent of the Disclosing Party.

**2.3 Applicability of Confidentiality.** Notwithstanding the foregoing, a Receiving Party is not required to hold a Disclosing Party's information "confidential" if the information: (i) becomes publicly known, after disclosure in connection with this Agreement, through no act or omission of the Receiving Party; (ii) was, prior to disclosure in connection with this Agreement, already in the legitimate possession of the Receiving Party or publicly known; (iii) is obtained by the Receiving Party from a third party (a) without using the Disclosing Party's Confidential Information and (b) without a breach of such third party's obligations or violation of law, rule or regulation; (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information; (v) is required to be disclosed pursuant to judicial or governmental judgment, writ, decree, or order; or (vi) becomes relevant to the Receiving Party in any claim, demand, suit, action or proceeding instituted or defended by it in connection with the enforcement of its right or obligations under this Agreement. If the Receiving Party is required to disclose Confidential Information as contemplated in **Section 2.3(v)**, the Receiving Party may disclose only such information as, in the opinion of counsel, is legally required. The Receiving Party shall provide Disclosing Party, to the extent reasonably possible, advance notice to allow the Disclosing Party to seek, at its own expense, a protective order. The Receiving Party shall, at the Disclosing Party's expense, reasonably cooperate with the Disclosing Party's efforts to seek such a protective order.

**2.4 Retention.** The Company may retain, for its own general analytic purposes, after termination of the Agreement, de-identified aggregate data that is: (i) compiled from the raw data disclosed by Customer to the Company; or (ii) compiled from raw data collected from Customer's employees or their health care providers.

**2.5 Information Security Program.** The Company maintains an information security program to protect personally identifiable information. The information security program includes administrative, technical, and physical safeguards: (a) to ensure security and confidentiality; (b) to protect information against any anticipated threats or hazards to security and integrity; and (c) to protect information against unauthorized access to or use that could result in harm, liability, or inconvenience to Customer or to its employees. The Company will report breaches of security to Customer when the security breach involves Customer information or information related to employees or any other individuals that is collected by and held by or on behalf of the Company.

**2.6 Security Breach.** If the Company believes that there has been any unauthorized access to or use of information related to employees or any other individuals that is collected by and held by or on behalf of the Company (a "Security Breach" of "Customer Data"), the Company must notify Customer after completion of its internal review and investigation.

### **ARTICLE III. TERM, PAYMENT AND TERMINATION**

**3.1 Term.** This Agreement shall commence on the effective date specified in Exhibit A ("Effective Date") and will continue until 5:00 p.m. Eastern Standard Time on January 31, 2028, unless terminated earlier in accordance with Section 3.3 of this Agreement (the "Initial Term"). Upon expiration of the Initial Term, the Agreement will automatically renew for successive three-year periods unless either party provides written notice of non-renewal at least one hundred and twenty (120) days prior to the end of the then-current term or any subsequent renewal period.

**3.2 Payment.** In consideration of the services provided by the Company, the Customer agrees to pay the fees

outlined in Exhibit A ("Service Fees"). After twelve (12) months from the Effective Date, and at each subsequent anniversary, the Company reserves the right to adjust the Service Fees for any renewal term. Any fee adjustments shall not exceed the Consumer Price Index (CPI) or the rate of inflation at that time, unless otherwise mutually agreed upon by both parties.

If there is a change of ten percent (10%) or more in the Customer's employee enrollment, the Company reserves the right to review and adjust the Service Fees accordingly. The Customer must report such changes in writing at the time of payment remittance. The Company may retroactively or prospectively adjust pricing on invoices affected by the change in employee enrollment.

The Company will issue invoices on an annual basis for services rendered, and the Customer agrees to make payment upon receipt. If payment is not made within fifteen (15) days from the invoice date, the outstanding balance will accrue interest at a rate of 1.5% per month. The total interest charged will not exceed applicable legal limits. In the event that interest charged exceeds these legal limits, the Company will credit the excess to the Customer's next invoice or, if applicable, refund the difference if the excess surpasses the next invoice amount.

**3.3 Termination.** Either Party may terminate the Agreement if the other Party materially breaches the Agreement and fails to cure such breach within sixty (60) days after receipt of written notice of such breach from the other Party. Termination shall not prejudice any other remedy to which the terminating Party may be entitled at law, in equity or under the Agreement.

**3.4 Effect of Termination.** The Company is entitled to full compensation for work performed prior to termination.

**3.5 Indebtedness.** If Customer is unable to pay its debts as they become due, the Company may terminate the Agreement at its discretion and proceed to enforce Customer's performance. This Section 3.5 supersedes all prior contract terms and conditions.

**3.6 Bankruptcy.** Either Party may terminate the Agreement if the other Party: (i) ceases doing business as a going concern; (ii) makes an assignment for the benefit of creditors; (iii) admits in writing its inability to pay its debts as they become due; (iv) commences, or has commenced against it, bankruptcy proceedings in any jurisdiction and such proceedings are not dismissed within 30 days; or (v) files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangements under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a custodian, trustee, receiver, liquidator of it or of all or any substantial part of its asset or properties, or if within 45 days after the commencement of any proceeding against the Party seeking reorganization, similar arrangements, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within 45 days after appointment of any custodian, trustee, receiver or liquidator of it or all or any substantial part of its assets and properties without the Party seeking reorganization's consent or acquiescence, and the appointment has not been vacated.

#### **ARTICLE IV. INDEMNIFICATION**

**4.1 Mutual Indemnification.** To the fullest extent permitted by law, each Party shall indemnify, defend (with counsel reasonably acceptable to the other Party), and hold harmless the other Party and its affiliates, and its and their respective officers, directors, partners, shareholders, employees, representatives, agents, successors and assigns (each an "Indemnified Party") from and against any and all liabilities, losses, claims, damages, expenses and costs (including reasonable attorneys' and consultants' fees and disbursements) (collectively, "Losses") arising from or relating to: (1) any negligent act or omission, in whole or in part; (ii) any violation of any applicable statute or regulation in the performance of this Agreement; and (iii) any fraud, willful misconduct or gross negligence of the other Party, its affiliates or any subcontractor.

#### **ARTICLE V. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY**

**5.1 Warranty.** The Company will use commercially reasonable efforts to perform the Services in a professional manner, consistent with industry standards. Except as described in the Agreement or a Statement of Work, the Company makes no other warranties. The Company warranties extend solely to Customer. This warranty gives Customer specific legal rights, and Customer may also have other rights, which vary from state to state. Except for non-payment, neither Party will bring a legal action under the Agreement more than two (2) years after the cause of action arose.

**5.2 Disclaimer.** TO THE EXTENT PERMITTED BY LAW AND AS PROVIDED HEREIN, COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR PRODUCTS AND SERVICES.

**5.3 Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER, FOR THE PERIOD OF 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO SUCH DAMAGES, UNDER THE AGREEMENT FOR THE RELEVANT SERVICES.

#### **ARTICLE VI. THIRD PARTY INFORMATION/LIMITATIONS OF RESPONSIBILITY**

**6.1 Responsibility and Liability for Third Parties.** It is specifically understood and agreed by the Parties that neither Party assumes responsibility or liability for the accuracy, completeness, propriety, necessity, or advisability of the information which is provided to the Company or Customer by or from third parties including counselors, affiliates, coaches, coordinators, clinics, or any other entities providing information to the Company or Customer.

**6.2 Limitations of Responsibility.** The Parties understand and agree that Company shall have no responsibility of any kind to Customer and any individual employee of Customer or any other person, firm, corporation, or entity for any of the following: (1) verification of any individual's eligibility, or entitlement to group medical/health plan coverage, or coverage contained within or excluded from said group health plan; (2) verification for any participant's provider's network status; (3) payment of any individual's medical, hospital, or other bills, debts, obligations, or other liabilities of any kind relating to medical or surgical treatment of confinement; (4) benefit decisions – the role of the Company being limited to making clinical recommendations to a health benefit plan's named fiduciary; and (5) notification to any individual of an adverse benefit determination based upon, or related to, a clinical recommendation by Company.

**6.3 Customer Obligations.** The Company shall not be liable for any obligation, indebtedness, or liability of Customer, whether now existing or hereafter arising, and the Company shall not, by entering into the Agreement, assume or become liable for any of such obligations, indebtedness, or liabilities.

#### **ARTICLE VII. AUTHORIZATION FOR COMMUNICATIONS**

**7.1 Communications.** Customer shall not distribute descriptive materials of any type which reference the various components of the services provided by the Company without first submitting such proposed materials to the Company for review and obtaining prior written authorization from the Company. Customer further expressly acknowledges that all intellectual property rights of the Company, its successors and/or assigns, shall remain the sole and exclusive property of the Company, its successors and/or assigns consistent and in accordance with the prior approval obtained by the Company from the United States Patent and Trademark Office and any other available remedies or protection(s) available unto the Company.

**7.2 Irreparable Harm to the Company.** It is further expressly agreed that a breach by Customer of any provision of the preceding covenant will cause the Company irreparable harm which cannot be adequately compensated by

monetary relief. Accordingly, in the event of any such breach, the Company can and will be entitled to equitable relief (including but not limited to temporary restraining orders, preliminary and/or permanent injunctions), in addition to any other remedies available at law or in equity now or hereinafter in force.

#### **ARTICLE VIII. GENERAL PROVISIONS**

**8.1 Notice.** All notices and other communications required or permitted hereunder or in connection herewith, shall be deemed to have been duly given if they are in writing and delivered personally or sent by registered or certified mail, return receipt requested and postage prepaid. They shall be addressed as follows:

Triad EAP  
Attn: Legal Department  
100 North Pennsylvania Avenue  
Wilkes-Barre PA 18701-3503

Customer:  
Huerfano County  
401 Main Street, Suite 310  
Walsenburg, CO 81089

Provided, however, that either Party may change such Party's address by written notice of such change in accordance with this Section 8.1 to the other Party.

**8.2 Governing Law.** The Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflict of laws thereof. Additionally, the Parties agree that any legal action or proceeding brought by or against them under this agreement shall be exclusively brought in the courts in and for Luzerne County, Pennsylvania, and Wilkes-Barre Division of the United States District Court for the Middle District of Pennsylvania and that the parties submit to such jurisdiction and waive all objections which they may have with respect to the venue of the above courts.

**8.3 Entire Agreement.** The Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement between the Parties with respect to the provisions of the Services and supersedes any and all prior agreements whether written or oral, that may exist between the Parties solely with respect to such subject matter. The Preamble and **Exhibit A** are incorporated into the Agreement by reference.

**8.4 Modifications and Amendments.** No modification, alteration, change or waiver of any provision of the Agreement shall be valid unless it is in writing and signed by the Party against whom it is sought to be enforced. No waiver at any time of any provision of the Agreement shall be deemed a waiver of any other provision of the Agreement at that time or a waiver of that or any other provision at any other time.

**8.5 Statement of Work/Fee Schedule Amendments.** Notwithstanding **Section 8.4**, Customer may request the Company to make changes to its Statement of Work/Fee Schedule or to perform additional Services ("Modified Services"). Upon such request by Customer, the Company shall submit in writing a proposal for accomplishing the Modified Services and any associated increase or decrease in the Service Fees. If Customer elects to have the Company perform the Modified Services, the Company shall prepare an amended Statement of Work/Fee Schedule that describes and outlines the terms of the Modified Services to be performed. Such amended Statement of Work/Fee Schedule shall be mutually agreed upon, signed, and dated by both Parties. The Company shall not be obligated to perform the Modified Services prior to the execution of the amended Statement of Work/Fee Schedule.

**8.6 Assignment and Third-Party Beneficiaries.** Neither Party may assign the Agreement without the expressed written consent of the other Party, which consent shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, either Party may assign the Agreement to its parent, a subsidiary, or an affiliated company without the expressed written consent of the other Party. Furthermore, either Party may assign the

Agreement to a third party solely in connection with a sale or other disposition of substantially all the assets of the assigning Party's business without the expressed written consent of the other Party. Other than in connection with indemnification under **Section 4.1**, the Agreement does not, nor is it intended to, create any rights, benefits, or interests in any third party, person, or organization.

**8.7 Captions and Headings; Interpretation.** Captions and headings contained herein are solely for convenience of reference and shall not constitute a part of, or affect the interpretation or construction of, the Agreement. Except as otherwise explicitly specified to the contrary, (a) references to a Section, Article, exhibit or schedule means a Section or Article of, or schedule or exhibit to this Agreement, unless another agreement is specified, (b) the word "including" (and words of similar import) means "including without limitation," (c) references to a particular statute or regulation include all rules and regulations thereunder and any predecessor or successor statute, rules or regulation, in each case, as amended or otherwise modified from time to time, (d) words in the singular or plural form include the plural or singular form, respectively, and words of one gender shall be held to include all genders as the context requires, (e) references to the Parties means the Parties hereto, unless another agreement is specified, (f) references to a particular person include such person's successor and assigns to the extent not prohibited by this Agreement, (g) "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not mean simply "if," (h) the headings contained in this Agreement, in any exhibit or schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not effect in any way the meaning or interpretation of this Agreement, (i) references to "\$" shall mean United States dollars, (j) the word "or" is not exclusive, (k) the words "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement including the schedules and exhibits hereto, (l) the word "any" means "any and all," (m) the words "writing," "written," and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form, (n) no provision of this Agreement is to be construed to require, directly or indirectly, any person to take any action, or omit to take any action, to the extent such action or omission would violate applicable law, (o) if the last day of the time period for the giving of any notice of the taking of any action required under this Agreement falls on a day that is not a business day, the time period for giving such notice or taking such action shall be extended through the next business day following the original expiration date of such, and (p) the Parties have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement.

**8.8 Waiver and Severability.** The waiver by either Party of any default or breach of the Agreement shall not constitute a waiver of any other or subsequent default or breach. If any provision of the Agreement shall be deemed partially or wholly unenforceable, such unenforceability shall not affect the remaining provisions hereof and such affected provision shall be enforced to the fullest extent permitted by law.

**8.9 Attorney's Fees, Costs and Expenses.** If any action at law or in equity is necessary to enforce or interpret the terms of the Agreement, each Party shall bear its own attorneys' fees, costs and expenses incurred in maintaining such action in addition to any other relief that may be deemed proper.

**8.10 Counterparts and Facsimile Signatures or PDF Signatures.** The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Customer and the Company agree that transmission to each other of the Agreement with the transmitting Party's facsimile signature or portable document format ("PDF") signature shall suffice to bind the Party signing and transmitting same to the Agreement in the same manner as if the Agreement with an original signature had been delivered.

**8.11 Independent Contractor Status.** For purposes of the Agreement and all the Services to be provided hereunder, the Company shall not be considered a partner, co-venturer, agent, employee or representative of Customer, but shall remain in all respects an independent contractor, and neither Party shall have any right or authority to make or undertake any promise, warranty or representation, to execute any contract or otherwise to assume any obligation or responsibility in the name of or on behalf of the other Party.

**8.12 Solicitation of Employees.** Customer agrees that during the term of the Agreement and for a period of twenty-four (24) months commencing on the date that such term expires or is terminated, Customer shall not for any reason, either directly or indirectly, on Customer's own behalf or in the service or on behalf of others, solicit, recruit or attempt to persuade any person to terminate such person's employment or consulting arrangement with the Company, or an affiliated company, whether or not such person is a full-time employee or whether or not such employment is pursuant to a written agreement or is at-will.

**8.13 Survival.** The provisions of Articles II, III, IV, V, VI, VII and VIII shall survive the expiration or sooner termination of the term of the Agreement.

**8.14 Force Majeure.** Each Party shall not be considered in default of the performance of its obligations under the Agreement to the extent that performance of its obligations is prevented or delayed by any cause beyond its reasonable control, including acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, wars, blockades, riots, civil disturbances, pandemics, epidemics, floods, hurricanes, tornadoes and any other similar acts, events or omissions (each a "Force Majeure Event"). A Party is excused from performance only for the duration of such a Force Majeure Event. Any Party so delayed in its performance due to a Force Majeure Event shall immediately notify the other Party by telephone (to be confirmed in writing within 24 hours of the inception of such delay). In the event a Force Majeure Event affecting the performance of a Party continues for more than 60 days, the other Party may terminate this Agreement upon notice to such affected Party.

**8.15 Advertising and Public Announcement.** Customer agrees that the Company may: (1) use Customer's name in any form of publicity; (2) release to the public any information relating to the Services to be performed hereunder; and (3) otherwise disclose or advertise that the Customer has entered into the Agreement.

**8.16 Subcontracting.** Company may also, without notice, utilize subcontractors and agents to perform aspects of the Services (such as cloud hosting), provided, however, that Company shall remain primarily responsible for compliance with its obligations under this Agreement.

**8.17 ERISA Disclaimer.** The Parties acknowledge and agree that the Company will provide services to Customer under the Agreement. In providing such service, the Parties agree that the Company will not exercise any discretionary authority over the management or disposition of assets of any welfare benefit plan (as such term is defined in the Employee Retirement Income Security Act of 1974 ("ERISA"). The Company's duties will be limited to providing certain contractually agreed upon services as herein set forth. Therefore, the Parties agree that the Company is not a fiduciary (as such term is defined by ERISA Section 3(21)) regarding Customer's Health Benefits or any Health and Welfare Benefit Plan. The Company will provide services by using its employees who are unfamiliar with and have no responsibility to determine or verify the coverage requirements of any specific benefit plan. In the event that knowledge of the Company shall be a prerequisite to imposing a duty upon or to determine the liability of the Company under the Agreement or under any statute regulating the conduct of the Company, the Company will not be deemed to have participated in any act or omission of any fiduciary (as such term is defined under ERISA) with regard to the coverage requirements of any welfare benefit plan as a result of performing its contractually agreed upon duties hereunder.

**8.18 Privacy.**

(a) Company is a "service provider", "processor", or equivalent term under data privacy laws applicable to Company's activities under this Agreement (collectively, together with any regulations promulgated pursuant to such laws, "Data Privacy Laws"), and Customer is a "controller", "business" or equivalent term under applicable Data Privacy Laws. The parties agree and acknowledge that certain individuals may have personal data rights pursuant to Data Privacy Laws with respect to their "personal information," "personal data," or equivalent term as defined in Data Privacy Laws ("Personal Information"). Company will retain, use, and disclose Personal Information subject to Data Privacy Laws only for the business purposes and business relationship authorized in the Agreement or otherwise permitted by such Data Privacy Laws, will not sell Personal Information (as such term is defined in applicable Data

Privacy Laws), and will treat such Personal Information as Confidential Information under this Agreement. The Company's PIMS Privacy Policy is incorporated herein by reference and can be found on the Company's website. The PIMS Privacy Policy may be amended from time to time without notice to the Customer.

(b) Referral Network. Customer acknowledges and agrees that the counselors, affiliates, coaches, coordinators, clinics, health care providers, and any other entities to whom Company may refer Customer's employees for health counseling or similar services (collectively, the "Referral Network") are separate, independent "controllers", "businesses", or an equivalent term under Data Privacy Laws, and such Referral Network members are not Company's subcontractors or service providers. Customer further acknowledges that Company has no control over, or responsibility for, the data collection or use practices of any Referral Network member, and the use of Personal Information by Referral Network members is subject to each such member's own privacy practices and disclosures. The Company's Referral Network is a sub-processor of the Company for purposes of the referral, invoice, and payment process. The Customer may obtain additional information about the Company's Affiliate Network by contacting the Company.

(c) With regard to protected health information ("PHI") and other Personal Information, each party shall comply, to the extent applicable, with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH") and any all-applicable Data Privacy Laws. Customer hereby agrees that (i) the Company is authorized to process and transfer data between its offices constituting the Company's group of companies, and between any sub-contractor(s), partners and affiliates, and other members of the Referral Network, engaged by the Company to perform part or all of the Services thereby allowing global access to the data on a 'need-to-know' basis in order to perform Services under this Agreement in the countries and territories specified by Customer; and (ii) the Company may disclose protected health information of data subjects (as defined in HIPAA) in the aggregate reports or in de-identified form, without the written consent of data subject, in connection with Company's business operations, as permitted by law.

(d) The Customer shall not share Customer PHI or Personal Information with the Company. "Personal Information" shall mean a first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "Personal information" does not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

**8.19 Anti-Corruption Compliance.** Reserved.

**8.20 Trade Sanctions and Export Control.** Reserved.

**8.21 Record Storage and Delivery.** Upon termination of the Agreement and to the extent that such records exist, the Company shall compile, collect, and deliver to Customer all Customer records subject to the Agreement as soon as is practicable after such termination. Customer agrees to accept delivery upon receipt of such Customer records and pay the Company all reasonable and customary storage, shipping and handling fees and expenses upon receipt of such record delivery and invoicing. Customer understands that any federal and/or state law, rule, regulation, or policy requiring the safekeeping of records for a prescribed time period, after termination of the Agreement, is the sole responsibility of Customer and not an obligation of the Company.

*[Remainder of page intentionally left blank]*

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the Parties have executed and delivered the Agreement as of the date first above written.

**TRIAD RESOURCE GROUP, LLC**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bryan Levy  
Regional Vice President - West

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Customer Representative

\_\_\_\_\_  
Printed Name of Authorized Customer Representative

\_\_\_\_\_  
Title of Authorized Customer Representative



**EXHIBIT A  
Statement of Work/Fee Schedule**

The specific services below may be deleted, modified, or redefined by AllOne Health with notice to the Customer.

**Effective Date: 2/1/2024**

Employee Count: 118

Group(s) covered: All employees and household family members.

**EMPLOYEE ASSISTANCE and WORK-LIFE SERVICES**

✓	24/7 Toll-free telephonic and online access to EAP services	<b>INCLUDED</b>
✓	Call translation services available in over 140 languages	
✓	24-hour access to In the Moment Support for immediate or emergent mental health needs	
✓	Referral to staff or affiliate network for short-term counseling	
✓	Up to 3 virtual or face-to-face short-term, counseling sessions per unique incident per year with master's degree EAP counselor	
✓	Work/Life consultation, customized to the member's individual need and request	
✓	Up to 3 virtual life coaching sessions per year with a certified coach	
✓	Personalized search and referrals to work-life resources for childcare, adoption, education, pet care, elder/adult care, relocation assistance, and more	
✓	Legal referrals, and information for a wide range of personal matters, including estate planning, real estate, bankruptcy, divorce, custody	
✓	Financial issues receive a 30-minute consultation with a Certified Financial Professional. Depending on the type of issue, additional consultation may be provided	
✓	Identity theft consultation services provided by a Fraud Resolution Specialist. One virtual session (up to 60 minutes) per issue/per year.	
✓	Comprehensive web-based Work/Life resources	
✓	Interactive web-based Work/Life seminars	
✓	Specialized web-based corporate discounts, reference guides & referral sourcing	
✓	Medical Advocacy	
✓	Web-site portal and mobile app	
✓	Personal Assistant	

**PROGRAM IMPLEMENTATION AND PROMOTION**

✓	Virtual supervisor and employee program orientation and training	<b>INCLUDED</b>
✓	Lifestyle blog	
✓	Monthly employee E-Newsletters	
✓	Monthly manager articles	
✓	Periodic EAP related articles	

✓	Standard electronic promotional materials ( <i>customized, printed materials and mailing options available for an additional fee</i> )	
✓	Webinar based program orientation (digital manuals included) for employees, managers, supervisors, and human resources	

**MANAGEMENT ASSISTANCE**

✓	Dedicated account manager	<b>INCLUDED</b>
✓	Management consultations for human resources, managers, and supervisors	
✓	Formal management referral, assessment, and counseling	
✓	Post workplace trauma/crisis consultation	
✓	Secure and confidential data management system	
✓	Coordination of care with healthcare insurance provider	
✓	Manager Tool Kit	
✓	Consultation on policies and procedures related to the access and use of the EAP	
✓	Fitness for Duty consultation and coordination	

**FEE FOR SERVICE OPTIONAL SERVICES**

	Fitness for Duty evaluation - fee for service	<b>from \$2,250</b>
	Substance Abuse Professional (SAP) Services including assessment, referral, follow-up, record-keeping and reporting	<b>from \$950</b>
	Substance Use evaluation	<b>From \$350/hr</b>
	On-site/virtual workplace trauma/crisis response. One, 4-hour case included per year. ( <i>travel fees may apply</i> )	<b>\$350/hr</b>
	On-site/virtual trainings. One hour included per benefit year ( <i>travel fees may apply</i> )	<b>\$350/hr</b>
	Conflict Resolution for two or three employees. ( <i>travel fees may apply</i> )	<b>\$175/hr</b>
	On-site benefit fair attendance ( <i>subject to availability. Travel fees apply</i> )	<b>\$125/hr</b>
	Additional counseling sessions approved by management (maximum of 8 sessions per person)	<b>\$105/session</b>
	Organizational Development Services	<b>Varies by project</b>

**PERFORMANCE TRACKING**

✓	Case management for job performance referrals	<b>INCLUDED</b>
✓	Online employee satisfaction surveys	
✓	Program review and planning	

**PRICING SUMMARY**

	<b>First Year – Per Employee, Per Year (\$1.97 PEPM)</b>	<b>\$23.64</b>
	<b>First Year – Estimated Annual Price</b>	<b>\$2,789.52</b>

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## County of Huerfano

Nov 06, 2024-Feb 04, 2025 - QR-252865

Prepared by Francis Conway

# County of Huerfano

## Why Granite

We are laser-focused on helping businesses simplify the increasingly complex task of managing voice, cellular, data and networking to deliver secure, reliable, flexible and cost-efficient communications. With our coast-to-coast providers.

- **A single point of contact for service and maintenance**
- **Dedicated relationship management with clear escalation paths supported by 24/7 US-based customer service**
- **Consolidated billing customized to your accounting needs**
- **An intuitive portal that provides a centralized view of circuits, bills, network traffic and service ticket**

From design and implementation to monitoring and management, we offer a full suite of managed solutions and a scalable support model to maintain your data, cellular and telephony infrastructure nationwide. Our 24/7 Network Operations Center provides continuous monitoring to ensure reliability and quality for all our customers. We earn our customers' loyalty every day through relentless commitment to delivering value exceeding expectations.

## The Granite Advantage

We offer coast-to-coast coverage for voice, data and mobile, eliminating the challenges of dealing with multiple providers. Granite provides a single point of contact for moves, adds, changes, maintenance and customer service, and a single bill to simplify your accounting. Whether your company needs voice, broadband, customized internet options, or integrated mobile solutions, Granite delivers outstanding service and cost-effective solutions.

Services	Granite Price		Per Site
80 VoIP	<b>\$1,050.54</b> Monthly	<b>\$12,606.48</b> Yearly	<b>\$262.64</b> Avg Spend Per Site

- **ONE** Monthly customized bill
- **ONE** Premier support team, with clear escalations
- **ONE** Online portal offering a consolidated view of your bills, circuits and any service tickets
- **ONE** US-based customer service team, available 24/7

## About Granite

Granite delivers advanced communications and technology solutions to businesses and government agencies throughout the United States and Canada. The \$1.8 billion company serves more than two-thirds of Fortune 100 companies and has 1.75 million voice and data lines under management, supporting more than 650,000 locations. Founded in 2002, Granite has grown to be one of the largest competitive telecommunications carriers in the U.S. by simplifying sourcing and management of voice, data and cellular service with a single point of contact and consolidated invoicing for all locations nationwide. Today, Granite supports customers with a wide range of services, including access, UCaaS, mobile voice and data, and MSP solutions for SD-WAN, monitoring and network management. Granite employs more than 2,250 people at its headquarters in Quincy, Massachusetts, and 11 regional offices nationwide. For more information, visit [www.granitenet.com](http://www.granitenet.com).

# County of Huerfano

## Summary #: Recurring Charges

Services	QTY	Granite Monthly Total	Granite Annual Total
VoIP	80	\$1,050.54	\$12,606.48
<b>Total</b>	<b>80</b>	<b>\$1,050.54</b>	<b>\$12,606.48</b>

## Summary of Products By Address

Addresses	HPBX	Granite Total
401 Main St, Walsenburg, CO, 81089	\$748.51	\$748.51
500 S Albert Ave, Walsenburg, CO, 81089	\$131.32	\$131.32
525 S Albert Ave, Walsenburg, CO, 81089	\$105.05	\$105.05
28 County Road 632, Walsenburg, CO, 81040	\$65.66	\$65.66
<b>Total</b>	<b>\$1,050.54</b>	<b>\$1,050.54</b>

## Detailed Services and Charges by Address

### Location Name • 401 Main St, Walsenburg, CO, 81089

Product	QTY/Port QTY	Service MRC	Feature MRC	EQUIP MRC	Total MRC
HPBX	57	\$10.99	\$0.00	\$0.00	\$748.51
<b>Total</b>	<b>57</b>	<b>\$10.99</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$748.51</b>

### Location Name • 500 S Albert Ave, Walsenburg, CO, 81089

Product	QTY/Port QTY	Service MRC	Feature MRC	EQUIP MRC	Total MRC
HPBX	10	\$10.99	\$0.00	\$0.00	\$131.32
<b>Total</b>	<b>10</b>	<b>\$10.99</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$131.32</b>

### Location Name • 525 S Albert Ave, Walsenburg, CO, 81089

Product	QTY/Port QTY	Service MRC	Feature MRC	EQUIP MRC	Total MRC
HPBX	8	\$10.99	\$0.00	\$0.00	\$105.05
<b>Total</b>	<b>8</b>	<b>\$10.99</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$105.05</b>

### Location Name • 28 County Road 632, Walsenburg, CO, 81040

Product	QTY/Port QTY	Service MRC	Feature MRC	EQUIP MRC	Total MRC
HPBX	5	\$10.99	\$0.00	\$0.00	\$65.66
<b>Total</b>	<b>5</b>	<b>\$10.99</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$65.66</b>

## Detailed Services and Charges by Product

### VoIP - HPBX

Location	Term	Seat/Feature(s)/Equipment	QTY	MRC	Total MRC
401 Main St, Walsenburg, CO, 81089	3 Years	Business Seat	57	\$10.99	\$626.43
		NAC	57	\$1.49	\$84.93
		ASF/PTA	1	\$37.15	\$37.15
500 S Albert Ave, Walsenburg, CO, 81089	3 Years	Business Seat	10	\$10.99	\$109.90
		NAC	10	\$1.49	\$14.90
		ASF/PTA	1	\$6.52	\$6.52
525 S Albert Ave, Walsenburg, CO, 81089	3 Years	Business Seat	8	\$10.99	\$87.92
		NAC	8	\$1.49	\$11.92
		ASF/PTA	1	\$5.21	\$5.21

28 County Road 632, Walsenburg, CO, 81040	3 Years	Business Seat	5	\$10.99	\$54.95
		NAC	5	\$1.49	\$7.45
		ASF/PTA	1	\$3.26	\$3.26
<b>Total</b>					<b>\$1,050.54</b>

Surcharges ARE Quoted:  
 Administrative Service Fee and Property Tax Allotment calculated as a percentage of seat, DID, and usage costs.

## Non-Recurring Charges

Product	Access Type	QTY	Charge Description	Model	Total Amount
<b>Total</b>		<b>0</b>			<b>\$0.00</b>

THIS QUOTE IS AN ESTIMATE. Pricing is subject to change and is intended to be used for analysis purposes only. Applicable taxes, surcharges, fees, shipping, and delivery may not be included. All services are subject to the Terms and Conditions of Service set forth at <http://granitenet.com/legal> (as such may be modified from time to time). This Quote contains confidential and proprietary information.

Note: In the event that an underlying carrier or supplier substantially alters the amounts charged to Granite for any Services being provided to the Customer, Granite reserves the right to propose different rates to the Customer.



## GOVERNMENT ACCOUNT FORM AND LETTER OF AGENCY

Sales Rep:

Order Date: November 6, 2024

### MULTI-SERVICES

#### CUSTOMER INFORMATION

Company/Business Name ("Customer"):

Billing Telephone Number:

Designated Contact:

Contact Phone Number:

Service Address (Street/Suite): See **Appendix A-1**, or as otherwise provided.

Mailing/Billing Address (Street/Suite):

City:

State/Zip Code:

Additional Comments/Notes (if any):

#### AGREEMENT AND AUTHORIZATION

By signing this Government Account Form and Letter of Agency ("**LOA**"), Customer (a) engages Granite Telecommunications, LLC and/or its affiliates ("**Granite**") to provide Services as set forth in **Appendix A** and **Appendix A-1**, attached hereto and incorporated herein, and such other Services as Customer may order from time to time and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting, ordering, changing and/or maintaining such Services, and to take such other actions as are reasonably necessary to provide such Services and as Customer may request from time to time. Customer directs its current service provider(s), if any, to work with Granite to affect these changes.

The Terms and Conditions of Service as set forth at <http://granitenet.com/Legal> (as such may be modified from time to time, the "**Terms of Service**") govern, including, without limitation, the additional terms and conditions of service applicable to a specific service. Should there be a conflict of terms between the Terms of Service and any government issued terms, the Terms of Service shall control to the fullest extent allowed under applicable law. Capitalized terms not defined in this LOA shall have the meaning set forth in the Terms of Service.

Services shall have an initial minimum Service Term as set forth in the Terms of Service, or such longer term as set forth in the Service Order Documents or other writing accepted by Granite, beginning from the Service Start Date of each specific Service. Early Termination Fees may apply if specific Services are terminated prior to the end of their initial minimum Service Term or renewal Service Term. Customer acknowledges and agrees that if Customer uses "customer provided bandwidth" (CPB) or "over the top" connectivity it will result in "best efforts" Services, which limitations are set forth in the Terms of Service. This LOA is confidential and may not be disclosed to third parties.

#### SIGNATURE

The undersigned is authorized to sign on behalf of Customer and Customer agrees to be bound by the Terms of Service. This LOA is effective as of the date of execution below.

#### Customer

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

*Signing this Account Form and Letter of Agency will result in a change of service provider(s).*

Customer acknowledges and agrees that certain Services (which for purposes of this Customer Disclosure, includes, but is not limited to, Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Virtual Auto Attendant and Virtual Voicemail Services), ordered through Granite may not operate in the same manner as traditional wireline phone service and that the following terms and conditions apply with respect to such Internet-Based Services: (a) such services are designed only for use with a compatible PBX or similar advanced telephone system; (b) such services only support Granite's local, intralata toll, interstate long distance and international voice services; (c) a qualified vendor must install the equipment and service at Customer's sole expense and Granite will not process any order without a qualified vendor involved in the installation process; and (d) Granite requires that Customer provide a complete list of all phone numbers to be ported, any numbers omitted from the list may result in those numbers not being ported at the time of circuit turn-up. Granite will attempt to retrieve CSRs from the existing carrier(s) but cannot guarantee its ability to obtain such CSRs. Customer agrees to provide Granite with complete CSRs, if requested.

CUSTOMER ACKNOWLEDGES AND AGREES THAT CERTAIN VOICE SERVICES ARE SUBJECT TO CERTAIN LAWS, RULES AND REGULATIONS WHICH MAY REQUIRE CUSTOMER ACTION AND THE ADDITION OF CERTAIN FEATURES INCLUDING BUT NOT LIMITED TO E911 DIALING WITHOUT A PRE-FIX, OUTBOUND NOTIFICATIONS FOR E911 AND DISPATCHABLE LOCATION REGISTRATION. CUSTOMER ACKNOWLEDGES THAT IT IS FULLY RESPONSIBLE FOR COMPLIANCE WITH END USER LAWS, RULES AND REGULATIONS APPLICABLE TO SUCH VOICE SERVICES AS MAY BE AMENDED FROM TIME TO TIME. CUSTOMER ACKNOWLEDGES AND AGREES THAT SOME OF THE SERVICES PROVIDED BY GRANITE ARE INTERNET-BASED SERVICES AND THAT 911 SERVICES ON INTERNET-BASED SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, CUSTOMER MUST PROVIDE GRANITE WITH THE TELEPHONE NUMBER(S) ASSOCIATED WITH SUCH INTERNET-BASED SERVICES FOR THE REGISTERED ADDRESS.

CUSTOMER ACKNOWLEDGES THAT INTERNET-BASED SERVICES PROVIDED BY GRANITE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM THIRD PARTIES OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE SUCH INTERNET-BASED SERVICES THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES; (B) SUSPENDED OR TERMINATED INTERNET ACCESS SERVICE; (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES; AND/OR (D) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF SUCH INTERNET-BASED SERVICES FROM A LOCATION OTHER THAN THE LOCATION TO WHICH SUCH SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (I.E., IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE, ETC.) WITH GRANITE AND AGREES TO UPDATE, AND PROVIDE PRIOR WRITTEN NOTICE TO, GRANITE OF THE LOCATION OF SUCH EQUIPMENT WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES.

TO THE EXTENT THAT GRANITE PROVIDES INTERNET-BASED SERVICES WHICH CUSTOMER UTILIZES FOR TRANSMISSION OF ALARM SYSTEM SIGNALS, CUSTOMER ACKNOWLEDGES THAT GRANITE IS NOT RESPONSIBLE FOR THE FUNCTIONALITY OF SUCH ALARM SYSTEMS AND SIGNALS. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES ARE NOT INFALLIBLE. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT GRANITE DOES NOT REPRESENT OR WARRANT THAT THE TRANSMISSION OF ALARM SIGNALS WILL NOT BE INTERRUPTED, CIRCUMVENTED OR COMPROMISED. IF INTERNET BASED SERVICES ARE NOT OPERATIVE, NO ALARM SIGNALS CAN BE RECEIVED BY THE MONITORING STATION. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES MAY BE IMPAIRED OR INTERRUPTED BY ATMOSPHERIC CONDITIONS, INCLUDING ELECTRICAL STORMS, POWER FAILURES OR OTHER CONDITIONS AND EVENTS BEYOND GRANITE'S CONTROL. THE USE OF INTERNET-BASED SERVICES MAY PREVENT FROM THE TRANSMISSION OF ALARM SIGNALS AT ANY TIME, AND/OR INTERFERE WITH THE TELEPHONE LINE-SEIZURE FEATURES OF CUSTOMER'S ALARM SYSTEM. IN THE EVENT CUSTOMER ELECTS TO USE INTERNET-BASED SERVICES FOR ALARM LINES; CUSTOMER IS RESPONSIBLE FOR HAVING THESE SERVICES TESTED BY AN AUTHORIZED ALARM INSPECTION COMPANY TO ENSURE SIGNAL TRANSMISSION FEATURES ARE OPERATIONAL. THESE FEATURES INCLUDE BUT ARE NOT LIMITED TO PROPER FUNCTIONING OF LINE SEIZURE AND THE SUCCESSFUL TRANSMISSION OF SIGNALS TO THE MONITORING STATION. CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR ALARM SYSTEM COMPLIANCE WITH THE AUTHORITY HAVING JURISDICTION.

CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER SHALL BEAR THE SOLE RESPONSIBILITY OF INFORMING THIRD PARTIES OF POTENTIAL CALL RECORDING USING THE INTERNET-BASED SERVICES.

CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER GRANITE, ITS PROVIDERS, NOR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR RESPECTIVE MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER. CUSTOMER INDEMNIFIES AND HOLDS GRANITE HARMLESS FROM ANY CLAIM OR ACTION FOR ANY CALLER PLACING SUCH A CALL WITHOUT REGARD TO WHETHER THE CALLER IS AN EMPLOYEE OF CUSTOMER OR OTHERWISE. CUSTOMER ACKNOWLEDGES AND AGREES TO HOLD HARMLESS AND INDEMNIFY GRANITE FROM ANY CLAIM OR ACTION ARISING OUT OF MISROUTES OF ANY 911 CALLS, OR WHETHER LOCAL EMERGENCY RESPONSE CENTERS OR NATIONAL EMERGENCY CALLING CENTERS ANSWER A 911 CALL OR HOW THE 911 CALLS ARE HANDLED BY ANY EMERGENCY OPERATOR INCLUDING OPERATORS OF THE NATIONAL CALL CENTER. THESE LIMITATIONS APPLY TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND/OR ANY OTHER THEORIES OF LIABILITY.

\_\_\_\_\_  
*Initialed by Authorized Signer*



**Appendix A**  
**Services Selected**  
**(Select one or more of the below Services)**

Voice Services (POTs, Long Distance, Local and LD T1 and PRI)

Broadband Services

Access Services (e.g., MPLS and Dedicated Internet Access Services)

VoIP Services (Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Voice over Cable, Virtual Auto Attendant, Operator Connect for Microsoft Teams and Virtual Voicemail Services)

Mobility Services (Mobility Data and Mobility Voice)

Granite Grid Services

Conferencing Services (Audio Conferencing and Web Conferencing)

Granite Guardian Services (i.e., managed services including SD-WAN, edgeboot)

Analog Replacement Services (e.g., EPIK)

Granite Switched Ethernet (GSE) Services

Other Services (List):

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# County of Huerfano

## Why Granite

We are laser-focused on helping businesses simplify the increasingly complex task of managing voice, cellular, data and networking to deliver secure, reliable, flexible and cost-efficient communications. With our coast-to-coast providers.

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- Dedicated relationship management with clear escalation paths supported by 24/7 US-based customer service
- Consolidated billing customized to your accounting needs
- An intuitive portal that provides a centralized view of circuits, bills, network traffic and service ticket

From design and implementation to monitoring and management, we offer a full suite of managed solutions and a scalable support model to maintain your data, cellular and telephony infrastructure nationwide. Our 24/7 Network Operations Center provides continuous monitoring to ensure reliability and quality for all our customers. We earn our customers' loyalty every day through relentless commitment to delivering value exceeding expectations.

## Your Benefits and Savings with Granite

Granite Services	Granite Benefits	Granite Total
<p><b>1 Carrier</b> <b>3 Locations</b></p>	<p><b>Single</b> National Account Manager</p> <p><b>One</b> customized bill with standard accounting software integration</p> <p><b>Customer portal</b> offering extensive data analytics</p> <p><b>Premier Support Team</b> to support you and help manage your account 24x7x365</p>	<p><b>\$1,220</b> Annually</p> <p><b>\$102</b> Monthly</p>

## About Granite

Granite delivers advanced communications and technology solutions to businesses and government agencies throughout the United States and Canada. The \$1.8 billion company serves more than two-thirds of Fortune 100 companies and has 1.75 million voice and data lines under management, supporting more than 650,000 locations. Founded in 2002, Granite has grown to be one of the largest competitive telecommunications carriers in the U.S. by simplifying sourcing and management of voice, data and cellular service with a single point of contact and consolidated invoicing for all locations nationwide. Today, Granite supports clients with a wide range of services, including access, UCaaS, mobile voice and data, and MSP solutions for SD-WAN, monitoring and network management. Granite employs more than 2,250 people at its headquarters in Quincy, Massachusetts, and 11 regional offices nationwide. For more information, visit [granitenet.com](http://granitenet.com).

Proposal to deliver simplicity, efficiency and savings for:

County of Huerfano



252523

ADS Quote Request Summary

Address	City	State	Zip	Granite Service	Granite Amount (NRC)	Granite Amount (MRC)	Term
401 Main St	Walsenburg	CO	81089	eFax	\$12.00	\$47.97	3 Year
500 S Albert Ave	Walsenburg	CO	81089	eFax	\$8.00	\$31.98	3 Year
928 Russell Ave	Walsenburg	CO	81089	eFax	\$4.00	\$15.99	3 Year
<b>Subtotal</b>					<b>\$24.00</b>	<b>\$95.94</b>	<b>3 Year</b>
<b>Property Tax Allotment</b>						<b>\$3.79</b>	<b>3 Year</b>
<b>Administrative Service Fee</b>						<b>\$1.90</b>	<b>3 Year</b>
<b>Grand Total</b>					<b>\$24.00</b>	<b>\$101.63</b>	<b>3 Year</b>

Prepared On: 09/10/2024  
Expires On: 03/09/2025  
Quote Request - 252523

*Billing starts once DIA circuit loop is dropped.  
THIS QUOTE IS AN ESTIMATE. Pricing is subject to availability.  
All Services are subject to the General Terms and Conditions of Service set forth at www.granitenet.com.  
The information contained herein is confidential and proprietary.  
Some taxes, surcharges, regulatory fees and non-recurring charges may be included, additional may apply.*

Proposal to deliver simplicity, efficiency and savings for:



# County of Huerfano

252523

### ADS Quote Request Detail

Address	Granite Service	Speed/QTY	Granite Amount (NRC)	Granite Amount (MRC)	Term
401 Main St	eFax	3	\$12.00	\$47.97	3 Year
500 S Albert Ave	eFax	2	\$8.00	\$31.98	3 Year
928 Russell Ave	eFax	1	\$4.00	\$15.99	3 Year
<b>Subtotal</b>			<b>\$24.00</b>	<b>\$95.94</b>	<b>3 Year</b>
<b>Property Tax Allotment</b>				<b>\$3.79</b>	<b>3 Year</b>
<b>Administrative Service Fee</b>				<b>\$1.90</b>	<b>3 Year</b>
<b>Grand Total</b>			<b>\$24.00</b>	<b>\$101.63</b>	<b>3 Year</b>

Prepared On: 09/10/2024

Expires On: 03/09/2025

Quote Request - 252523

*Billing starts once DIA circuit loop is dropped.*

*THIS QUOTE IS AN ESTIMATE. Pricing is subject to availability.*

*All Services are subject to the General Terms and Conditions of Service set forth at [www.granitenet.com](http://www.granitenet.com).*

*The information contained herein is confidential and proprietary.*

*Some taxes, surcharges, regulatory fees and non-recurring charges may be included, additional may apply.*



GOVERNMENT ACCOUNT FORM AND LETTER OF AGENCY

Multi-Services

Sales Rep:

Item 7h.

Order Date: 9/10/2024

CUSTOMER INFORMATION

Government Entity Name ("Customer"): County of Huerfano
Billing Telephone Number:
Designated Contact:
Contact Phone Number:
Service Address (Street/Suite): See Appendix A-1
Mailing/Billing Address (Street/Suite):
City:
State/Zip Code:
Additional Comments/Notes (if any):

AGREEMENT AND AUTHORIZATION

By signing this Government Account Form and Letter of Agency ("LOA"), Customer hereby (a) engages Granite Telecommunications, LLC and/or its affiliates ("Granite") to provide Services as set forth in Appendix A, attached hereto and incorporated herein, and such other Services as Customer may order from time to time after the date hereof and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting, ordering, changing and/or maintaining such Services, and to take such other actions as are reasonably necessary to provide such Services and as Customer may request from time to time. Customer directs its current service provider(s), if any, to work with Granite to affect these changes. Customer agrees to all of the Terms and Conditions of Service as set forth at www.granitenet.com/legal (as such may be modified from time to time, the "Terms of Service"), including, without limitation, the additional terms and conditions of service specifically applicable to a specific service. Services under this Agreement shall be for 3 years. The Terms of Service set forth rights and responsibilities of Customer and Granite concerning Services to be provided and in regards to other important topics. If Customer does not agree to the Terms of Service, the authorized representative of Customer should not sign this LOA. All terms and conditions of the Terms of Service are incorporated herein by reference. The Customer Disclosures attached hereto are an integral part of this LOA. This LOA is confidential and may not be disclosed to third parties except as required by applicable law.

SIGNATURE

The undersigned is authorized to sign on behalf of Customer and Customer agrees to be bound by the Terms of Service. This LOA is effective as of the date of execution below.

Customer:

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signing this Government Account Form and Letter of Agency will result in a change of service provider(s).

Customer acknowledges and agrees that certain Internet Based Services (which for purposes of this Customer Disclosure, includes, but is not limited to, Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Virtual Auto Attendant and Virtual Voicemail Services), ordered through Granite may not operate in the same manner as traditional wireline phone service and that the following terms and conditions apply with respect to such Internet-Based Services: (a) such services are designed only for use with a compatible PBX or similar advanced telephone system; (b) such services only support Granite's local, intralata toll, interstate long distance and international voice services; (c) such services DO NOT support auto dialers, predictive dialers, telemarketing applications, modems, credit card process, heavy faxing lines and elevator lines (only POTS lines should be used for these purposes); (d) a qualified vendor must install the equipment and service at Customer's sole expense and Granite will not process any order without a qualified vendor involved in the installation process; and (e) Granite requires that Customer provide a complete list of all phone numbers to be ported, any numbers omitted from the list may result in those numbers not being ported at the time of circuit turn-up. Granite will attempt to retrieve CSRs from the existing carrier(s), but cannot guarantee its ability to obtain such CSRs. Customer agrees to provide Granite with complete CSRs, if requested.

CUSTOMER ACKNOWLEDGES AND AGREES THAT SOME OF THE SERVICES PROVIDED BY GRANITE ARE INTERNET-BASED SERVICES AND THAT 911 SERVICES ON INTERNET-BASED SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, CUSTOMER MUST PROVIDE GRANITE WITH THE TELEPHONE NUMBER(S) ASSOCIATED WITH SUCH INTERNET-BASED SERVICES FOR THE REGISTERED ADDRESS.

CUSTOMER ACKNOWLEDGES THAT INTERNET-BASED SERVICES PROVIDED BY GRANITE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM THIRD PARTIES OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE SUCH INTERNET-BASED SERVICES THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES; (B) SUSPENDED OR TERMINATED INTERNET ACCESS SERVICE; (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES; AND/OR (D) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF SUCH INTERNET-BASED SERVICES FROM A LOCATION OTHER THAN THE LOCATION TO WHICH SUCH SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (I.E., IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE, ETC.) WITH GRANITE AND AGREES TO UPDATE, AND PROVIDE PRIOR WRITTEN NOTICE TO, GRANITE OF THE LOCATION OF SUCH EQUIPMENT WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES. TO THE EXTENT THAT GRANITE PROVIDES INTERNET-BASED SERVICES WHICH CUSTOMER UTILIZES FOR TRANSMISSION OF ALARM SYSTEM SIGNALS, CUSTOMER ACKNOWLEDGES THAT GRANITE IS NOT RESPONSIBLE FOR THE FUNCTIONALITY OF SUCH ALARM SYSTEMS AND SIGNALS. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES ARE NOT INFALLIBLE. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT GRANITE DOES NOT REPRESENT OR WARRANT THAT THE TRANSMISSION OF ALARM SIGNALS WILL NOT BE INTERRUPTED, CIRCUMVENTED OR COMPROMISED. IF INTERNET BASED SERVICES ARE NOT OPERATIVE, NO ALARM SIGNALS CAN BE RECEIVED BY THE MONITORING STATION. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES MAY BE IMPAIRED OR INTERRUPTED BY ATMOSPHERIC CONDITIONS, INCLUDING ELECTRICAL STORMS, POWER FAILURES OR OTHER CONDITIONS AND EVENTS BEYOND GRANITE'S CONTROL. THE USE OF INTERNET-BASED SERVICES MAY PREVENT FROM THE TRANSMISSION OF ALARM SIGNALS AT ANY TIME, AND/OR INTERFERE WITH THE TELEPHONE LINE-SEIZURE FEATURES OF CUSTOMER'S ALARM SYSTEM. IN THE EVENT CUSTOMER ELECTS TO USE INTERNET-BASED SERVICES FOR ALARM LINES; CUSTOMER IS RESPONSIBLE FOR HAVING THESE SERVICES TESTED BY AN AUTHORIZED ALARM INSPECTION COMPANY TO ENSURE SIGNAL TRANSMISSION FEATURES ARE OPERATIONAL. THESE FEATURES INCLUDE BUT ARE NOT LIMITED TO PROPER FUNCTIONING OF LINE SEIZURE AND THE SUCCESSFUL TRANSMISSION OF SIGNALS TO THE MONITORING STATION. CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR ALARM SYSTEM COMPLIANCE WITH THE AUTHORITY HAVING JURISDICTION.

CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER SHALL BEAR THE SOLE RESPONSIBILITY OF INFORMING THIRD-PARTIES OF POTENTIAL CALL RECORDING USING THE INTERNET-BASED SERVICES.

Initialed by Authorized Signer

**Appendix A  
Services Selected**

- Voice Services (POTS, Long Distance, Local and LD T1 and PRI) (See Note 1)
- Broadband Services
- MPLS and/or Dedicated Internet Access Services
- VoIP Services (Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Voice over Cable, Virtual Auto Attendant and Virtual Voicemail Services)
- Mobility Services (Mobility Data and Mobility Voice)
- Granite Grid Services
- Conferencing Services (Audio Conferencing and Web Conferencing)
- Managed Services
- Monitoring Services
- Other Services (List): \_\_\_\_\_

Note 1: Unless otherwise noted herein, in addition to these rates and charges set forth in this LOA (a) certain other rates and charges may apply, as provided for by tariff, the FCC or other governmental entity, or other regulation or requirements and (b) Customer will pay to Granite all applicable taxes (including sales, use and excise taxes). In the event that Customer elects additional services, additional fees may apply. Customer acknowledges that it will be charged in accordance with the rates and plans listed on Appendix A-1, attached hereto and incorporated herein, plus any and all additional charges as may be set forth in the Terms of Service.

Note 2: See quote and other documents attached hereto as Appendix A-1 for specific details related to Services ordered.

**Appendix A-1**

Service Locations and Specifics  
(Insert Service Locations, quantities, and the Quote)



## County of Huerfano

Sep 05, 2024-Dec 04, 2024

Prepared by Francis Conway

# County of Huerfano

## Why Granite

We are laser-focused on helping businesses simplify the increasingly complex task of managing voice, cellular, data and networking to deliver secure, reliable, flexible and cost-efficient communications. With our coast-to-coast providers.

- **A single point of contact for service and maintenance**
- **Dedicated relationship management with clear escalation paths supported by 24/7 US-based customer service**
- **Consolidated billing customized to your accounting needs**
- **An intuitive portal that provides a centralized view of circuits, bills, network traffic and service ticket**

From design and implementation to monitoring and management, we offer a full suite of managed solutions and a scalable support model to maintain your data, cellular and telephony infrastructure nationwide. Our 24/7 Network Operations Center provides continuous monitoring to ensure reliability and quality for all our customers. We earn our customers' loyalty every day through relentless commitment to delivering value exceeding expectations.

## The Granite Advantage

We offer coast-to-coast coverage for voice, data and mobile, eliminating the challenges of dealing with multiple providers. Granite provides a single point of contact for moves, adds, changes, maintenance and customer service, and a single bill to simplify your accounting. Whether your company needs voice, broadband, customized internet options, or integrated mobile solutions, Granite delivers outstanding service and cost-effective solutions.

Services	Granite Price		Per Site
1 DIA 1 edgeboot	<b>\$793.65</b> Monthly	<b>\$9,523.80</b> Yearly	<b>\$793.65</b> Avg Spend Per Site

- **ONE** Monthly customized bill
- **ONE** Premier support team, with clear escalations
- **ONE** Online portal offering a consolidated view of your bills, circuits and any service tickets
- **ONE** US-based customer service team, available 24/7

## About Granite

Granite delivers advanced communications and technology solutions to businesses and government agencies throughout the United States and Canada. The \$1.8 billion company serves more than two-thirds of Fortune 100 companies and has 1.75 million voice and data lines under management, supporting more than 650,000 locations. Founded in 2002, Granite has grown to be one of the largest competitive telecommunications carriers in the U.S. by simplifying sourcing and management of voice, data and cellular service with a single point of contact and consolidated invoicing for all locations nationwide. Today, Granite supports customers with a wide range of services, including access, UCaaS, mobile voice and data, and MSP solutions for SD-WAN, monitoring and network management. Granite employs more than 2,250 people at its headquarters in Quincy, Massachusetts, and 11 regional offices nationwide. For more information, visit [www.granitenet.com](http://www.granitenet.com).



# County of Huerfano

## Summary #: Recurring Charges

Services	QTY	Granite Monthly Total	Granite Annual Total
DIA	1	\$758.66	\$9,103.92
edgeboot	1	\$34.99	\$419.88
<b>Total</b>	<b>2</b>	<b>\$793.65</b>	<b>\$9,523.80</b>

## Summary of Products By Address

Addresses	DIA	edgeboot	Granite Total
401 Main St Suite 310,, Walsenburg, CO, 81089	\$758.66	\$34.99	\$793.65
<b>Total</b>	<b>\$758.66</b>	<b>\$34.99</b>	<b>\$793.65</b>

## Detailed Services and Charges by Address

Location Name - 401 Main St Suite 310,, Walsenburg, CO, 81089

Product	Access Type	QTY/Port QTY	Service MRC	Port MRC	Feature MRC	EQUIP MRC	Total MRC
edgeboot	-	1	\$34.99	\$0.00	-	-	\$34.99
DIA	GE	1	\$700.00	-	\$0.00	\$0.00	\$758.66
<b>Total</b>		<b>2</b>	<b>\$734.99</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$793.65</b>

Dash indicates no surcharges are quoted for this product.

## Detailed Services and Charges by Product

edgeboot

Location	PORT QTY	Provider	Term	Service MRC	Port MRC	Total MRC
401 Main St Suite 310,, Walsenburg, CO, 81089	1	Granite	3 Years	\$34.99	\$0.00	\$34.99
<b>Total</b>						<b>\$34.99</b>

Customer may elect to self-install; proposal includes Granite Installation for edgeboot product. Each edgeboot device comes standard with 1 Port, each additional Port will be \$5.99 per Port. Devices can have up to 9 total Ports.

DIA

Location	QTY	Term	Access Type	Provider	Bandwidth	Circuit	IP	Equipment	CSR	Total MRC
401 Main St Suite 310,, Walsenburg, CO, 81089	1	3 Years	GE	Level 3 (TWT)	200 MBPS	\$700.00	\$0.00	\$0.00	\$58.66	\$758.66
<b>Total</b>										<b>\$758.66</b>

Billing starts once DIA circuit loop is dropped. Installation and construction charges may be quoted separately (if applicable) at an appropriate time. Fixed wireless access is likely another option. If wireline access is not available or the costs of wireline is too high or commitment too long, consider a fixed wireless solution. Wireless technologies and costs have improved significantly. Talk with your Granite Rep to explore wireless options.

## Non-Recurring Charges

Product	Access Type	QTY	Charge Description	Model	Total Amount
edgeboot	-	1	SERVICE ACTIVATION	-	\$199.99
<b>Total</b>		<b>1</b>			<b>\$199.99</b>

THIS QUOTE IS AN ESTIMATE. Pricing is subject to change and is intended to be used for analysis purposes only. Applicable taxes, surcharges, fees, shipping, and delivery may not be included. All services are subject to the Terms and Conditions of Service set forth at <http://granitenet.com/legal> (as such may be modified from time to time). This Quote contains confidential and proprietary information.

Note: In the event that an underlying carrier or supplier substantially alters the amounts charged to Granite for any Services being provided to the Customer, Granite reserves the right to propose different rates to the Customer.



## GOVERNMENT ACCOUNT FORM AND LETTER OF AGENCY

Sales Rep:

Order Date: September 5, 2024

### MULTI-SERVICES

#### CUSTOMER INFORMATION

Company/Business Name ("Customer"):

Billing Telephone Number:

Designated Contact:

Contact Phone Number:

Service Address (Street/Suite): See **Appendix A-1**, or as otherwise provided.

Mailing/Billing Address (Street/Suite):

City:

State/Zip Code:

Additional Comments/Notes (if any):

#### AGREEMENT AND AUTHORIZATION

By signing this Government Account Form and Letter of Agency ("**LOA**"), Customer (a) engages Granite Telecommunications, LLC and/or its affiliates ("**Granite**") to provide Services as set forth in **Appendix A** and **Appendix A-1**, attached hereto and incorporated herein, and such other Services as Customer may order from time to time and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting, ordering, changing and/or maintaining such Services, and to take such other actions as are reasonably necessary to provide such Services and as Customer may request from time to time. Customer directs its current service provider(s), if any, to work with Granite to affect these changes.

The Terms and Conditions of Service as set forth at <http://granitenet.com/Legal> (as such may be modified from time to time, the "**Terms of Service**") govern, including, without limitation, the additional terms and conditions of service applicable to a specific service. Should there be a conflict of terms between the Terms of Service and any government issued terms, the Terms of Service shall control to the fullest extent allowed under applicable law. Capitalized terms not defined in this LOA shall have the meaning set forth in the Terms of Service.

Services shall have an initial minimum Service Term as set forth in the Terms of Service, or such longer term as set forth in the Service Order Documents or other writing accepted by Granite, beginning from the Service Start Date of each specific Service. Early Termination Fees may apply if specific Services are terminated prior to the end of their initial minimum Service Term or renewal Service Term. Customer acknowledges and agrees that if Customer uses "customer provided bandwidth" (CPB) or "over the top" connectivity it will result in "best efforts" Services, which limitations are set forth in the Terms of Service. This LOA is confidential and may not be disclosed to third parties.

#### SIGNATURE

The undersigned is authorized to sign on behalf of Customer and Customer agrees to be bound by the Terms of Service. This LOA is effective as of the date of execution below.

#### Customer

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

*Signing this Account Form and Letter of Agency will result in a change of service provider(s).*

Customer acknowledges and agrees that certain Services (which for purposes of this Customer Disclosure, includes, but is not limited to, Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Virtual Auto Attendant and Virtual Voicemail Services), ordered through Granite may not operate in the same manner as traditional wireline phone service and that the following terms and conditions apply with respect to such Internet-Based Services: (a) such services are designed only for use with a compatible PBX or similar advanced telephone system; (b) such services only support Granite's local, intralata toll, interstate long distance and international voice services; (c) a qualified vendor must install the equipment and service at Customer's sole expense and Granite will not process any order without a qualified vendor involved in the installation process; and (d) Granite requires that Customer provide a complete list of all phone numbers to be ported, any numbers omitted from the list may result in those numbers not being ported at the time of circuit turn-up. Granite will attempt to retrieve CSRs from the existing carrier(s) but cannot guarantee its ability to obtain such CSRs. Customer agrees to provide Granite with complete CSRs, if requested.

CUSTOMER ACKNOWLEDGES AND AGREES THAT CERTAIN VOICE SERVICES ARE SUBJECT TO CERTAIN LAWS, RULES AND REGULATIONS WHICH MAY REQUIRE CUSTOMER ACTION AND THE ADDITION OF CERTAIN FEATURES INCLUDING BUT NOT LIMITED TO E911 DIALING WITHOUT A PRE-FIX, OUTBOUND NOTIFICATIONS FOR E911 AND DISPATCHABLE LOCATION REGISTRATION. CUSTOMER ACKNOWLEDGES THAT IT IS FULLY RESPONSIBLE FOR COMPLIANCE WITH END USER LAWS, RULES AND REGULATIONS APPLICABLE TO SUCH VOICE SERVICES AS MAY BE AMENDED FROM TIME TO TIME. CUSTOMER ACKNOWLEDGES AND AGREES THAT SOME OF THE SERVICES PROVIDED BY GRANITE ARE INTERNET-BASED SERVICES AND THAT 911 SERVICES ON INTERNET-BASED SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, CUSTOMER MUST PROVIDE GRANITE WITH THE TELEPHONE NUMBER(S) ASSOCIATED WITH SUCH INTERNET-BASED SERVICES FOR THE REGISTERED ADDRESS.

CUSTOMER ACKNOWLEDGES THAT INTERNET-BASED SERVICES PROVIDED BY GRANITE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM THIRD PARTIES OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE SUCH INTERNET-BASED SERVICES THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES; (B) SUSPENDED OR TERMINATED INTERNET ACCESS SERVICE; (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES; AND/OR (D) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF SUCH INTERNET-BASED SERVICES FROM A LOCATION OTHER THAN THE LOCATION TO WHICH SUCH SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (I.E., IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE, ETC.) WITH GRANITE AND AGREES TO UPDATE, AND PROVIDE PRIOR WRITTEN NOTICE TO, GRANITE OF THE LOCATION OF SUCH EQUIPMENT WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES.

TO THE EXTENT THAT GRANITE PROVIDES INTERNET-BASED SERVICES WHICH CUSTOMER UTILIZES FOR TRANSMISSION OF ALARM SYSTEM SIGNALS, CUSTOMER ACKNOWLEDGES THAT GRANITE IS NOT RESPONSIBLE FOR THE FUNCTIONALITY OF SUCH ALARM SYSTEMS AND SIGNALS. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES ARE NOT INFALLIBLE. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT GRANITE DOES NOT REPRESENT OR WARRANT THAT THE TRANSMISSION OF ALARM SIGNALS WILL NOT BE INTERRUPTED, CIRCUMVENTED OR COMPROMISED. IF INTERNET BASED SERVICES ARE NOT OPERATIVE, NO ALARM SIGNALS CAN BE RECEIVED BY THE MONITORING STATION. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES MAY BE IMPAIRED OR INTERRUPTED BY ATMOSPHERIC CONDITIONS, INCLUDING ELECTRICAL STORMS, POWER FAILURES OR OTHER CONDITIONS AND EVENTS BEYOND GRANITE'S CONTROL. THE USE OF INTERNET-BASED SERVICES MAY PREVENT FROM THE TRANSMISSION OF ALARM SIGNALS AT ANY TIME, AND/OR INTERFERE WITH THE TELEPHONE LINE-SEIZURE FEATURES OF CUSTOMER'S ALARM SYSTEM. IN THE EVENT CUSTOMER ELECTS TO USE INTERNET-BASED SERVICES FOR ALARM LINES; CUSTOMER IS RESPONSIBLE FOR HAVING THESE SERVICES TESTED BY AN AUTHORIZED ALARM INSPECTION COMPANY TO ENSURE SIGNAL TRANSMISSION FEATURES ARE OPERATIONAL. THESE FEATURES INCLUDE BUT ARE NOT LIMITED TO PROPER FUNCTIONING OF LINE SEIZURE AND THE SUCCESSFUL TRANSMISSION OF SIGNALS TO THE MONITORING STATION. CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR ALARM SYSTEM COMPLIANCE WITH THE AUTHORITY HAVING JURISDICTION.

CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER SHALL BEAR THE SOLE RESPONSIBILITY OF INFORMING THIRD PARTIES OF POTENTIAL CALL RECORDING USING THE INTERNET-BASED SERVICES.

CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER GRANITE, ITS PROVIDERS, NOR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR RESPECTIVE MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER. CUSTOMER INDEMNIFIES AND HOLDS GRANITE HARMLESS FROM ANY CLAIM OR ACTION FOR ANY CALLER PLACING SUCH A CALL WITHOUT REGARD TO WHETHER THE CALLER IS AN EMPLOYEE OF CUSTOMER OR OTHERWISE. CUSTOMER ACKNOWLEDGES AND AGREES TO HOLD HARMLESS AND INDEMNIFY GRANITE FROM ANY CLAIM OR ACTION ARISING OUT OF MISROUTES OF ANY 911 CALLS, OR WHETHER LOCAL EMERGENCY RESPONSE CENTERS OR NATIONAL EMERGENCY CALLING CENTERS ANSWER A 911 CALL OR HOW THE 911 CALLS ARE HANDLED BY ANY EMERGENCY OPERATOR INCLUDING OPERATORS OF THE NATIONAL CALL CENTER. THESE LIMITATIONS APPLY TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND/OR ANY OTHER THEORIES OF LIABILITY.

\_\_\_\_\_  
*Initialed by Authorized Signer*

**Appendix A**  
**Services Selected**  
**(Select one or more of the below Services)**

Voice Services (POTs, Long Distance, Local and LD T1 and PRI)

Broadband Services

Access Services (e.g., MPLS and Dedicated Internet Access Services)

VoIP Services (Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Voice over Cable, Virtual Auto Attendant, Operator Connect for Microsoft Teams and Virtual Voicemail Services)

Mobility Services (Mobility Data and Mobility Voice)

Granite Grid Services

Conferencing Services (Audio Conferencing and Web Conferencing)

Granite Guardian Services (i.e., managed services including SD-WAN, edgeboot)

Analog Replacement Services (e.g., EPIK)

Granite Switched Ethernet (GSE) Services

Other Services (List):

---



**GOVERNMENT ACCOUNT FORM  
AND LETTER OF AGENCY**

Sales Rep: JJ Conway

Item 7h.

**MULTI-SERVICES**

Order Date:

**CUSTOMER INFORMATION**

Government Entity Name ("Customer"): Town of Manteo

Billing Telephone Number:

Designated Contact:

Contact Phone Number:

Service Address (Street/Suite): See **Appendix A-1**

Mailing/Billing Address (Street/Suite):

City:

State/Zip Code:

Additional Comments/Notes (if any):

**AGREEMENT AND AUTHORIZATION**

By signing this Government Account Form and Letter of Agency ("LOA"), Customer hereby (a) engages Granite Telecommunications, LLC and/or its affiliates ("Granite") to provide Services as set forth in **Appendix A**, attached hereto and incorporated herein, and such other Services as Customer may order from time to time after the date hereof and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting, ordering, changing and/or maintaining such Services, and to take such other actions as are reasonably necessary to provide such Services and as Customer may request from time to time. Customer directs its current service provider(s), if any, to work with Granite to affect these changes.

Customer agrees to all of the Terms and Conditions of Service as set forth at [www.granitenet.com/legal](http://www.granitenet.com/legal) (as such may be modified from time to time, the "Terms of Service"), including, without limitation, the additional terms and conditions of service specifically applicable to a specific service.

Services under this Agreement shall be for month to month. Customer may cancel services at any time given 30 (thirty) days written notice.

The Terms of Service set forth rights and responsibilities of Customer and Granite concerning Services to be provided and in regards to other important topics. If Customer does not agree to the Terms of Service, the authorized representative of Customer should not sign this LOA. All terms and conditions of the Terms of Service are incorporated herein by reference. ***The Customer Disclosures attached hereto are an integral part of this LOA. This LOA is confidential and may not be disclosed to third parties except as required by applicable law.***

**SIGNATURE**

The undersigned is authorized to sign on behalf of Customer and Customer agrees to be bound by the Terms of Service. This LOA is effective as of the date of execution below.

**Customer**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

*Signing this Government Account Form and Letter of Agency will result in a change of service provider(s).*



**CUSTOMER DISCLOSURES**

Item 7h.

**INTERNET BASED SERVICES**

Customer acknowledges and agrees that certain Internet Based Services (which for purposes of this Customer Disclosure, includes, but is not limited to, Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Virtual Auto Attendant and Virtual Voicemail Services), ordered through Granite may not operate in the same manner as traditional wireline phone service and that the following terms and conditions apply with respect to such Internet-Based Services: (a) such services are designed only for use with a compatible PBX or similar advanced telephone system; (b) such services only support Granite’s local, intralata toll, interstate long distance and international voice services; (c) such services DO NOT support auto dialers, predictive dialers, telemarketing applications, modems, credit card process, heavy faxing lines and elevator lines (only POTS lines should be used for these purposes); (d) a qualified vendor must install the equipment and service at Customer’s sole expense and Granite will not process any order without a qualified vendor involved in the installation process; and (e) Granite requires that Customer provide a complete list of all phone numbers to be ported, any numbers omitted from the list may result in those numbers not being ported at the time of circuit turn-up. Granite will attempt to retrieve CSRs from the existing carrier(s), but cannot guarantee its ability to obtain such CSRs. Customer agrees to provide Granite with complete CSRs, if requested.

CUSTOMER ACKNOWLEDGES AND AGREES THAT SOME OF THE SERVICES PROVIDED BY GRANITE ARE INTERNET-BASED SERVICES AND THAT 911 SERVICES ON INTERNET-BASED SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, CUSTOMER MUST PROVIDE GRANITE WITH THE TELEPHONE NUMBER(S) ASSOCIATED WITH SUCH INTERNET-BASED SERVICES FOR THE REGISTERED ADDRESS.

CUSTOMER ACKNOWLEDGES THAT INTERNET-BASED SERVICES PROVIDED BY GRANITE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM THIRD PARTIES OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE SUCH INTERNET-BASED SERVICES THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES; (B) SUSPENDED OR TERMINATED INTERNET ACCESS SERVICE; (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES; AND/OR (D) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF SUCH INTERNET-BASED SERVICES FROM A LOCATION OTHER THAN THE LOCATION TO WHICH SUCH SERVICE WAS ORDERED, I.E., THE “REGISTERED ADDRESS,” MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (I.E., IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE, ETC.) WITH GRANITE AND AGREES TO UPDATE, AND PROVIDE PRIOR WRITTEN NOTICE TO, GRANITE OF THE LOCATION OF SUCH EQUIPMENT WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES.

TO THE EXTENT THAT GRANITE PROVIDES INTERNET-BASED SERVICES WHICH CUSTOMER UTILIZES FOR TRANSMISSION OF ALARM SYSTEM SIGNALS, CUSTOMER ACKNOWLEDGES THAT GRANITE IS NOT RESPONSIBLE FOR THE FUNCTIONALITY OF SUCH ALARM SYSTEMS AND SIGNALS. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES ARE NOT INFALLIBLE. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT GRANITE DOES NOT REPRESENT OR WARRANT THAT THE TRANSMISSION OF ALARM SIGNALS WILL NOT BE INTERRUPTED, CIRCUMVENTED OR COMPROMISED. IF INTERNET BASED SERVICES ARE NOT OPERATIVE, NO ALARM SIGNALS CAN BE RECEIVED BY THE MONITORING STATION. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES MAY BE IMPAIRED OR INTERRUPTED BY ATMOSPHERIC CONDITIONS, INCLUDING ELECTRICAL STORMS, POWER FAILURES OR OTHER CONDITIONS AND EVENTS BEYOND GRANITE’S CONTROL. THE USE OF INTERNET-BASED SERVICES MAY PREVENT FROM THE TRANSMISSION OF ALARM SIGNALS AT ANY TIME, AND/OR INTERFERE WITH THE TELEPHONE LINE-SEIZURE FEATURES OF CUSTOMER’S ALARM SYSTEM. IN THE EVENT CUSTOMER ELECTS TO USE INTERNET-BASED SERVICES FOR ALARM LINES; CUSTOMER IS RESPONSIBLE FOR HAVING THESE SERVICES TESTED BY AN AUTHORIZED ALARM INSPECTION COMPANY TO ENSURE SIGNAL TRANSMISSION FEATURES ARE OPERATIONAL. THESE FEATURES INCLUDE BUT ARE NOT LIMITED TO PROPER FUNCTIONING OF LINE SEIZURE AND THE SUCCESSFUL TRANSMISSION OF SIGNALS TO THE MONITORING STATION. CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR ALARM SYSTEM COMPLIANCE WITH THE AUTHORITY HAVING JURISDICTION.

CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER SHALL BEAR THE SOLE RESPONSIBILITY OF INFORMING THIRD-PARTIES OF POTENTIAL CALL RECORDING USING THE INTERNET-BASED SERVICES.

\_\_\_\_\_  
*Initialed by Authorized Signer*

**Appendix A****Services Selected**

- Voice Services (POTs, Long Distance, Local and LD T1 and PRI) (See Note 1)
- Broadband Services
- MPLS and/or Dedicated Internet Access Services
- VoIP Services (Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Voice over Cable, Virtual Auto Attendant and Virtual Voicemail Services)
- Mobility Services (Mobility Data and Mobility Voice)
- Granite Grid Services
- Conferencing Services (Audio Conferencing and Web Conferencing)
- Managed Services
- Monitoring Services
- Other Services (List): \_\_\_\_\_  
\_\_\_\_\_

*Note 1: Unless otherwise noted herein, in addition to these rates and charges set forth in this LOA (a) certain other rates and charges may apply, as provided for by tariff, the FCC or other governmental entity, or other regulation or requirements and (b) Customer will pay to Granite all applicable taxes (including sales, use and excise taxes). In the event that Customer elects additional services, additional fees may apply. Customer acknowledges that it will be charged in accordance with the rates and plans listed on Appendix A-1, attached hereto and incorporated herein, plus any and all additional charges as may be set forth in the Terms of Service.*

*Note 2: See quote and other documents attached hereto as Appendix A-1 for specific details related to Services ordered.*



**Appendix A-1**

Service Locations and Specifics  
(Insert Service Locations, quantities, and the Quote)

**Debit Memo/EFT Notification**

To: Huerfano County Treasurer  
From: Huerfano County Finance Office  
**Re: Granite Telecommunications BBW**  
**Date: 9/6/2024**

County General	<b>3237.31</b>	<b>0010.9100</b>
Road & Bridge	<b>262.39</b>	<b>0020.9100</b>
Emergency Service Fund	<b>462.36</b>	<b>0028.9100</b>

**Total 3962.06**

<b>001.50100.51321</b>	Telephone	<b>113.17</b>	Gardner Comm Center
<b>001.40124.51321</b>	Telephone	<b>91.73</b>	<b>Building Inspector-Land Use</b>
<b>001.40210.51321</b>	Telephone	<b>91.73</b>	Clerk & Recorder
<b>001.40300.51321</b>	Telephone	<b>91.73</b>	Treasurer
<b>001.40400.51321</b>	Telephone	<b>183.46</b>	Assessor
<b>001.42110.51321</b>	Telephone	<b>389.08</b>	Sheriff
<b>001.42120.51321</b>	Telephone	<b>389.09</b>	Jail
<b>001.42130.51321</b>	Telephone	<b>88.28</b>	Coroner
<b>001.46100.51321</b>	Telephone	<b>88.27</b>	Extension office-Park & Rec
<b>001.46400.51321</b>	Telephone	<b>86.66</b>	Airport
<b>001.47900.51321</b>	Telephone	<b>1090.40</b>	Administration
<b>001.50200.51854</b>	Telephone	<b>533.71</b>	Judicial Center
<b>002.43080.51321</b>	Telephone	<b>262.39</b>	Road & Bridge
<b>069.49000.51321</b>	Telephone	<b>462.36</b>	Emergency Services

**Total 3962.06**

<b>001.10200</b>	<b>3237.31</b>
<b>002.10200</b>	<b>262.39</b>
<b>069.10200</b>	<b>462.36</b>

**Total 3962.06**

# PURCHASE ORDER

## Huerfano County

**Purchase Order#:** 328

**Purchase OrderDate:** 11/17/2024

**Vendor:** HUERFANO COUNTY ECONOMIC / 7771  
PO BOX 308  
WALSENBURG, CO 81089

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

### Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
Façade Improvements	1	\$4,130.92	\$4,130.92	001-47900-51618
TOTAL:			\$4,130.92	

### NOTES:

### APPROVALS:

Approving Authority: \_\_\_\_\_

Budget Officer: \_\_\_\_\_

**Façade and window project: 609 Main St. County Request**

Exterior signage, lighting	Sign Bracket	\$1310.92	Purchased
Electrician	JAR Electric	\$2000*	*estimate on split with track install
Sign Permit	City of Walsenburg	\$70	purchased
Paint & Supplies	Walsenburg Lumber	\$250	
Painting		\$500	Mike estimate
		<b>\$4130.92</b>	



## MEMORANDUM

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**MEETING TYPE:** Board of County Commissioners

**MEETING DATE:** November 19, 2024

**ITEM NAME:** EPA Community Change Grant Approval to Apply and Partnership Agreement

**SUBMITTED BY:** Carl Young, County Administrator

**SUMMARY:** This is a request to approve an application to the EPA’s Community Change Grant program in an amount not to exceed \$20M. The scope of this grant includes, water system improvements, a revolving loan fund for business and residential building improvements that includes funds for loan forgiveness, and a conservation corps.

**RECOMMENDATION:** Motion to approve the application to EPA’s Community Change Grant program in an amount not to exceed \$20M.

**BACKGROUND:** The Environmental Protection Agency (EPA) Community Change Grants (CCG) will support comprehensive community and place-based approaches to redressing environmental and climate injustices for communities facing legacy pollution, climate change, and persistent disinvestment. Track I of the program offers an unprecedented opportunity to reshape communities through significant funding dedicated to overcoming deep-rooted and historic environmental issues. These projects will significantly improve environmental, climate, pollution, and resilience conditions affecting disadvantaged communities. The EPA plans to award 150 of these grants in amounts ranging from \$10 to 20 million.

**BOARD ACTION TAKEN:**

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: \_\_\_\_\_

NOTES:

## EPA Community Change Grant Partnership Agreement

This Partnership Agreement (“**Agreement**”) is made as of this 19th day of November, 2024 (the “**Effective Date**”) by and between the following entities:

- A. Huerfano County, a political subdivision of the State of Colorado (the “**County**”)
- B. Huerfano County Economic Development Inc., a Colorado Non-Profit Corporation (“**HCED**”)

The above-listed parties may be referred to individually as “Party” or “Partner” and collectively as “Parties” or “Partners”

### RECITALS

WHEREAS, the Parties agree and intend to form a partnership (the “Partnership”) for purposes of applying to the United States Environmental Protection Agency, Office of Environmental Justice and External Civil Rights (“OEJECR”) for funding pursuant to the Environmental and Climate Justice Community Change Grants Program (the “Application”), Notice of Funding Opportunity Number EPA-ROEJECR-OCS-23-04 (“NOFO”); and

WHEREAS, the name of the Partnership formed under this Agreement shall be the Huerfano County Partnership for a Health and Sustainable Future; and

WHEREAS, the primary purpose of the Partnership shall be to oversee and manage completion of projects (the “Project”) funded by any grant awarded by OEJECR to the Partnership (the “Grant”); and

WHEREAS, the Parties agree to comply with the terms of the Grant and to ensure proper expenditures and management of Grant funds pursuant to the terms of the Grant, any and all applicable laws, and this Agreement; and

WHEREAS, the Partnership formed herein is consistent with CAA §138(b)(3) and Assistance Living 66.616 as between a local government (the County), and a Community-Based Non-Profit Organization (“CBO”), HCED; and

WHEREAS, the Parties desire to formalize and reduce to writing the processes by which they will cooperate to ensure grant compliance and a successful project that benefits Huerfano County residents.

### AGREEMENT

In consideration for the promises herein, the recitals, and other good and valuable consideration, the Parties agree as follows.

#### **Section 1. Roles.**

- A. The County is the Lead Applicant for the Application and pursuant to this Agreement.
- B. HCED is the Statutory Partner for the Application and pursuant to this Agreement.

#### **Section 2. Principal Place of Business.**

The principal place of business of the partnership shall be 401 Main Street, Suite 201, Walsenburg, CO 81089.

**Section 3. Term and Termination.**

- A. The Term of this Agreement shall be three (3) years from the date a cooperative agreement is signed with EPA.
- B. This Agreement and the Partnership will be in effect upon notification of receipt of award from EPA.
- C. If Grant funding is not awarded, withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the Project, the County may immediately terminate or suspend the Agreement. In lieu of termination or suspension, the Parties may amend the Agreement to reflect new funding limitations and conditions. If temporary federal government shutdowns occur for any reason, the County may suspend this Agreement without advance notice.
- D. Should the Grant be extended for any reason this Agreement will also be extended with the agreement of the Parties.

**Section 4. Duties of the County as Lead Applicant.**

- A. Consistent with the terms of the Grant, the County as Lead Applicant shall be solely responsible for the overall management, performance, oversight and reporting responsibilities under the Grant, and for making subawards to the Statutory Partner and Collaborating Entities.
- B. The County shall be solely responsible for receipt of federal funds (the "Funds") from EPA pursuant to the Grant. The County shall ensure proper expenditures of the Funds on the Project and shall be liable for any unallowable costs.
- C. The County shall be responsible for compliance, including legal compliance, with the terms of the Grant, and for managing risks associated with receipt of Funds for the Project.
- D. If the application is selected for award, the County will make a subaward to HCED that complies with the subaward requirements in the grant regulations at 2 CFR 200.331 and in EPA's Subaward Policy and related guidance.
- E. The County shall work cooperatively and in good faith at all times with HCED to accomplish the primary purpose of the Partnership and to comply with the terms of the Grant and all applicable laws.

**Section 5. Duties of HCED as Statutory Partner.**

- A. Consistent with the terms of the Grant, HCED as Statutory Partner shall be responsible for executing the components of the project as outlined in the grant application, and community engagement activities assigned with these tasks.
- B. HCED shall work cooperatively and in good faith at all times with the County to accomplish the primary purpose of the Partnership and to comply with the terms of the Grant and all applicable laws

**Section 6. The Partnership.**

- A. The County and HCED shall be equal partners in this Partnership to implement the Project with equal voting rights, unless the Agreement is amended pursuant to Section 8 to add one or more Statutory Partners. Any amendment to the Agreement to effectuate the addition of a Statutory Partner(s) shall set forth the relative authority percentages of the Parties.
- B. Any decision requiring the Partnership to enter into a contract with another person or entity requires a unanimous vote by all Parties. The Partnership qualifies for and agrees to opt-out of appointing a partnership representative under 26 U.S.C. §6221.

- C. There are no anticipated profits associated with performance under this Agreement.
- D. The Parties will not make monetary contributions to the Partnership in addition to the grant funds. Any advance of money to the Partnership by any Partner in excess of the amounts provided for in this agreement or subsequently agreed to as an additional contribution will be deemed a debt owed by the Partnership and not a capital contribution.
- E. The Partners agree that should any dispute arise or the emergence of unforeseen circumstances that impede the project's progress, the Partners agree to participate in good faith in a resolution process. The Partners agree to indemnify and hold harmless each other, from and against any and all losses, liabilities, damages and costs that may arise in connection to any disputes or unforeseen circumstances
- F. The Partnership will amend this agreement to include new partners upon the written and unanimous vote of the Partners.
- G. The name of the Partnership may be amended if a new Partner is added to the Partnership upon the written and unanimous vote of the Partners.
- H. HCED may withdraw from the Partnership as Statutory Partner upon no less than ninety (90) days prior written notice to the County.
  - a. This Agreement shall terminate automatically if the County does not identify a new Statutory Partner(s), which qualifies as a CBO, to replace HCED via amendment to this Agreement prior to the effective date of the withdrawal.
  - b. The Parties shall be liable for performance rendered or costs incurred in accordance with the terms of the Agreement prior to the effective date of termination
  - c. Upon notification of withdrawal, HCED shall have no vote on a replacement Statutory Partner(s) unless otherwise agreed by the Parties in writing. The County must ensure that the replacement has the comparable expertise, experience, knowledge, and qualifications of the replaced Statutory Partner to ensure successful grant completion within three years.
  - d. This Agreement shall be continued on the same terms and conditions as set forth herein, following replacement of HCED, provided that an amendment shall be executed to identify the new Statutory Partner(s).
- I. The Partners acknowledge that EPA is not a party to the Partnership Agreement, and any disputes between the parties must be resolved under the law applicable to the Partnership Agreement.
- J. The Partners acknowledge that replacement requires prior approval by an authorized EPA official pursuant to 2 CFR 200.308(c)6.
- K. Within thirty (30) days of the effective date of this Agreement and throughout the effective term of this Agreement, each Party shall obtain and/or renew all necessary licenses and permits to do business under this Agreement. The Parties agree to execute such instruments as are necessary to perform their duties under this Agreement.

## **Section 7. Accounting.**



- A. All accounts related to the Partnership including contribution and distribution accounts will be audited on an annual basis at the end of the fiscal year, which is complete on the last day of December of each year.
- B. All Partners will maintain an individual contribution account. Partners will keep accurate and complete books of account for all accounts related to the Partnership. Any Partner shall be allowed to review all books of account at any time they request.
- C. Each Partner will be responsible for his or her own taxes on any distributions made pursuant to this Agreement.
- D. Accounting records will be kept on a cash basis.

### **Section 8. General Provisions.**

- A. Amendments. Any amendment or addition to this Agreement must be in writing, approved and signed by the Parties to this Agreement.
- B. Further Assurances. Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carrying out the intent of this Agreement.
- C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
- D. Venue. Venue to any action arising from this Agreement shall lie in the state courts in Huerfano County, Colorado. Each Party submits to the jurisdiction and venue of this court and waives any objection to which it otherwise might be entitled regarding such jurisdiction or venue and any right it may have to remove an action to federal court.
- E. Waiver of Right to Jury Trial. Each party waives any right it has or may have to a jury trial in any action, suit, or proceeding arising out of or in connection with this Agreement.
- F. Force Majeure. No Party will be considered in default under this Agreement to the extent that such performance is delayed or prevented by fire, flood, hurricane, tornado, earthquake, other natural disaster, pandemic or other state or county declared health emergency, riot, war, terrorism, labor disputes, or civil strife.
- G. Entire Agreement. This Agreement states the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes and replaces all previous discussions, negotiations, and agreements.
- H. Waiver. The failure of any Party to insist upon the performance of any provision of this Agreement or to exercise any right or privilege granted to such Party under this Agreement will not be construed as waiving such provision or any other provision of this Agreement.
- I. Severability. If any provision of this Agreement is held invalid or unenforceable, the invalidity or unenforceability will not invalidate the remaining provisions of this Agreement.
- J. Counterparts. This Agreement may be executed and delivered in counterparts (including by means of electronic signature), all of which taken together will constitute one and the same agreement.

The Parties are executing this Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the date set forth in Section 3 above, regardless of the date of actual signature.

**Huerfano County, Acting by and through its Board of County Commissioners**

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

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

Name: Arica Andreatta  
Title: Chairman, Board of County Commissioners

*Attest:*

By: \_\_\_\_\_  
County Clerk and Recorder

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

**Huerfano County Economic Development Inc.**

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

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

Name: Lola Spradley  
Title: President

*Attest:*

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

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



## MEMORANDUM

**MEETING TYPE:** Board of County Commissioners

**MEETING DATE:** November 19, 2024

**ITEM NAME:** KLJ Task Order for Safe Streets and Roads for All

**SUBMITTED BY:** Carl Young, County Administrator

**SUMMARY:** This is a task order for KLJ to work with the County on our Safe Streets and Roads for All Project to develop a county-wide, publicly available Comprehensive Safety Action Plan. The total cost of this task order is \$177,100, with \$141,680 coming from a federal SS4A grant. The County contribution is \$35,429

**RECOMMENDATION:** Motion to approve KLJ Task Order 2403-01538 in the total amount of \$177,100 for the Safe Streets for All Action Plan

**BACKGROUND:** This task order is effective December 1, 2024 and we anticipate completing the project by the end of 2025

**BOARD ACTION TAKEN:**

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: \_\_\_\_\_

NOTES:

This is Task Order No. 2403-01538 consisting of 6 pages.

## Task Order

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [April 17, 2023] ("Agreement"), Owner and Engineer agree as follows:

### Background Data

- a. Effective Date of this Task Order: December 1, 2024
- b. Owner: Huerfano County
- c. Engineer: KLJ Engineering LLC
- d. Specific Project (title): Safe Streets for All Action Plan
- e. Specific Project (description): Engineer will complete a Safe Streets for All (SS4A) Action Plan per the requirements of the U.S. Department of Transportation's SS4A grant program.

### Services of Engineer

- A. Services of Engineer under this Task Order are described as follows:

#### Task 1: Baseline Conditions and Data Review

KLJ staff will collect and analyze data elements of Huerfano County's transportation systems including:

- Major roads and highways, transit stations, and stops; average commute time for residents to job centers; average travel time for residents to basic needs/services and to recreational offerings.
- Existing jurisdiction and functional classification of study area roadways (including but not limited to CDOT, County, US Forest Service, BLM, other federal agencies, local jurisdictions, private owners).
- Summary of existing traffic data
- Existing freight, truck, and rail systems
- Crash data – covering the last five years or another available timeframe, crash types, analysis/summary of high-crash locations, and contributing factors.
- Pavement conditions and degraded network components
- Bridges and culverts – summary and current sufficiency ratings from the National Bridge Inventory (NBI) database, and other local, county, and state data sources.

Where necessary, the KLJ team will consolidate data from disparate sources for analysis, ensuring a single data source for each item that does not contain duplicative data.

### **Task 2: Equity Considerations and Demographics**

KLJ will complete a demographic snapshot and comprehensive equity analysis of Huerfano County. This product will analyze any areas/neighborhoods of Huerfano County that may be considered “underserved” as defined by the federal Justice40 Initiative and the Historically Disadvantaged Community designation, including all identified US Census tracts within the study area.

KLJ will conduct a transportation-focused cultural asset inventory. This exercise will utilize qualitative sources including interviews/focus groups, direct observations, and social media engagement to surface existing conditions, unmet needs, and an understanding of how transportation systems impact quality of life.

### **Task 3: Safety Analysis**

KLJ will conduct a countywide safety analysis, including a needs survey to surface identifiable needs across the County’s transportation systems. This will include a baseline level of fatalities and serious injuries as delineated in Task 1, and will address multiple modes including car/truck, motorcycle, and pedestrian/bicycle. This will include:

- Development of an understanding of specific safety needs such as high-risk features, needs of relevant road users, demographics of users, and other environmental influences on safety;
- In- and out-commuting patterns will be analyzed, including major centers for each;
- The I-25 corridor and other major routes into the County will be studied to understand the peak times of traffic and areas with many crashes or near-incidents.

All findings will be mapped for visualization, including heatmaps that indicate clustered safety concerns or incidents.

### **Task 4: Community Engagement and Visioning**

**Advisory Board/Committee:** KLJ will convene a group of relevant stakeholders to serve as an ad hoc advisory committee to guide the direction of the SS4A Plan. This group will meet formally at least three times (first in person, others could be virtual), and in between will be tasked with one-off assignments and with promoting the plan among their networks between meetings.

**Public Engagement:** Cross-cutting public engagement throughout the project will combine virtual and in-person components. The same prompts will be shared across both modalities, then synthesized to drive understanding of community sentiment on targeted transportation safety concerns.

The in-person engagement will include up to four (4) open houses, held at different locations within the County to maximize participation. These will be spread throughout the period of performance to offer periodic opportunities for input into the developing Safety Action Plan. This subtask may also involve the school district and utilize the volunteer power of students to contribute to walk audits, bus route analyses, and related work. Meetings specific to the school district or individual schools are not counted in the four (4) open houses.

A web campaign will utilize email newsletters, utility bill inserts, and ad hoc emails to those that share them, supplemented by word-of-mouth and flyers posted in prominent places around town (e.g. the Library, Walsenburg Safeway) and/or street-spanning banners. Finally, any in-person events where KLJ may encounter community members can become sites for “pop-up” or intercept-style activities to engage face-to-face.

Vision, Goals, and Objectives – Following completion of Tasks 2-3 and the early public engagement process, KLJ will work with Huerfano County to develop the vision, goals, and objectives for the Safety Action Plan. These will be an outgrowth of current goals, objectives, and policies, and a reflection of public and stakeholder input gathered in the current planning process.

This task will culminate with a Public Engagement Summary Memo, added to the final plan as an appendix and indicating the extent, types, and themes of the feedback received from all sources; and a clearly stated vision for safety improvements to the County’s transportation systems.

#### **Task 5: Previous Study Review / Recommendations**

KLJ will conduct a consistency review of relevant plans produced by the County and by local and special purpose governments that hold relevance to the SS4A. These include but are not limited to:

- South Central COG Regional Transportation Plan
- Bike-Walk Huerfano County Survey (2017)
- Huerfano County Multi-Hazard Mitigation Plan (2018)
- Fire recovery plans, including:
- Recovery and Resiliency Base Plan (2021)
- Walsenburg Emergency Watershed Protection Plan (2020)
- La Veta Parks, Open Space, and Trails Master Plan (2021)
- Huerfano School District Facility Master Plan (2020)
- La Veta Comprehensive Plan
- Walsenburg Comprehensive Plan

All other documents will be reviewed to ensure they are still active / the most recent versions, and if so, what the transportation safety recommendations therein entail. These will not be contradicted by the SS4A recommendations and will help continue to implement them where possible and relevant.

## Task 6: Project Alternatives Development

KLJ will use two primary inputs to develop, evaluate, and prioritize a comprehensive list of projects and strategies for Huerfano County to pursue. The evaluation criteria developed to assist with screening, prioritizing, and ranking projects will be derived from the series of existing/baseline conditions data sets developed in prior tasks and from the public engagement process. Priority considerations will also be the availability of funding and partnership resources necessary to accomplish identified projects.

**Technical Screening:** Each project, program, or policy will be vetted against system-wide safety and equity considerations, planning level benefit cost analysis (BCA), ability to address either existing or projected system deficiencies and/or gaps, availability and timing of funding opportunities, and each project's overall programming feasibility.

The output of this task will consist of proposed projects by priority, including a scoring rubric that indicates potential positive impacts to safety outcomes, community demand, and feasibility.

**Dashboard Tool:** KLJ will provide a system-wide dashboard that can be updated annually by Huerfano County to track progress of plan implementation. The dashboard provides the means to ensure ongoing transparency with residents and other stakeholders on progress towards implementation of the plan. This starts by establishing performance targets and linking these to the Baseline Conditions defined in Task 1. Performance monitoring will connect measurable goals and objectives to improving safety and mobility while reducing/eliminating fatalities and serious injuries, reducing congestion, and improving multi-modal capacity and LOS.

The dashboard will be set up and handed off to the County for ongoing use. The project website can remain live if the County wishes, to serve as the online hub to track implementation and monitoring.

## Task 7: Best Practices and Implementation

Once a draft set of transportation safety recommendations have been developed, prior to releasing the full draft Plan, KLJ will facilitate a work session with the County Commissioners to discuss key project findings and related recommendations. This will assist in ensuring consent from County leadership prior to releasing the final draft plan.

KLJ will then assemble the final Safety Action Plan, including a prioritized list of safety projects to pursue, high-level description of cost and other inputs required to complete projects, an implementation plan that delineates pursuing further external funding, and a self-certification of meeting SS4A guidance.

The final plan will be optimized to post online, utilizing WCAG 2.2 accessibility standards to ensure full compliance with Colorado 8 CCR 1501-11 and federal ADA and Section 508 requirements. We will provide printed copies as requested.

## Task 8: Project Management and Coordination

KLJ will hold regular coordination meetings with the County throughout the period of performance to assess progress, plan for upcoming tasks, and work through potential barriers. These are assumed to occur virtually unless the KLJ project manager or other team members are on site completing other tasks. Email and phone calls in between these meetings will be utilized to coordinate as needed.

The KLJ Accounts Receivable team will invoice the County on a monthly basis; a progress report will accompany each invoice to substantiate hours and direct costs incurred.

### **Additional Services**

*No additional services.*

### **Exclusions**

Services provided by Engineer exclude the following:

### **Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

The County shall participate in coordination calls through project completion, provide supplementary documents as necessary, and provide feedback to ensure overall project accuracy and competitiveness.

### **Payments to Engineer**

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

**Amount not to exceed \$177,100.**

- B. The terms of payment are Lump Sum (plus any expenses expressly eligible for reimbursement) as set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

**Consultants retained as of the Effective Date of the Task Order:** None

**Other Modifications to Agreement and Exhibits:** None

**Attachments:** None

**Other Documents Incorporated by Reference:**

- A. April 17, 2023, Agreement between Owners and Engineering for Professional Services, Task Order Edition



**Terms and Conditions**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner. The effective date of this Task Order is \_\_\_\_\_, 2024.

OWNER: Huerfano County

ENGINEER: KLJ Engineering LLC

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Firm's Certificate No. (if required): \_\_\_\_\_  
State of: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Carl Young

Name: Ben Manibog

Title: County Administrator

Title: Transportation Planner

Address: 401 Main Street, Suite 201  
Walsenburg, CO 81089

Address: 400 Inverness Parkway, Suite 150  
Englewood, CO 80112

E-Mail Address: cyoung@huerfano.us

E-Mail Address: ben.manibog@kljeng.com

Phone: 719-738-3000 x110

Phone: 720-734-3650

**First Amendment  
to the  
Parker-Fitzgerald Cuchara Mountain Park Operations  
Memorandum of Understanding**

This Amendment to the Memorandum of Understanding regarding the operation of the Parker-Fitzgerald Cuchara Mountain Park (this “**Agreement**” or “**MOU**”) is made as of this 19<sup>th</sup> day of November, 2024 by and between the following entities:

- A. Huerfano County, a political subdivision of the State of Colorado (the “**County**”)
- B. Panadero Ski Corporation, a Colorado Non-Profit Corporation (“**PSC**”)

The above-listed parties may be referred to individually as “Party” and collectively as “Parties.”

**MODIFICATIONS TO THE AGREEMENT**

The Agreement is hereby modified as follows:

**Section 2. Lift Operations** (This section is hereby amended to remove parts 2A, 2B, and 2C.)

- ~~A. PSC is prohibited from performing any work whatsoever to Lift 4 without the express written consent of the Colorado Passenger Tramway Safety Board.~~
- ~~B. Upon express written consent of the Colorado Passenger Tramway Safety Board, PSC is authorized to make such repairs, upgrades, and improvements that may be necessary to bring Lift 4 into good working order, provided however that all maintenance on the lift must be conducted and overseen by a qualified lift technician guided by an engineer experienced in cable-propelled transit. Work on the lift will be done in a manner in keeping with the best practices and advice of the Colorado Passenger Tramway Safety Board, industry standards, and all rules and regulations applicable to other such lifts.~~
- ~~C. PSC will give the County 72 hours’ notice before any work period for Lift 4. For the purposes of this provision, a work period is defined as any plan day or continuous series of days where PSC will be performing maintenance on or testing of Lift 4. Notice must include the name of the company employing the qualified lift technician conducting or overseeing the work. Notices must be sent to [Administrator@huerfano.us](mailto:Administrator@huerfano.us) and [Commissioners@huerfano.us](mailto:Commissioners@huerfano.us).~~
- D. PSC must provide the County with copies of all engineering reports or plans within 7 days of PSC receiving said reports.
- E. PSC is authorized to operate Lift 4 once it has an approved license from the Colorado Passenger Tramway Safety Board and appropriate insurance. This includes operations, maintenance, upgrades, and improvements related to snowmaking equipment servicing Lift 4, specifically, or located on the Park.
- F. Work on any other existing lift is prohibited, except with prior approval of the County and/or the USFS as appropriate.

**Section 4. Public and County Use**

- A. The County will have the right to use the Park, or any portion thereof, with reasonable notice and availability for governmental purposes.
- B. At the direction of the County, and with reasonable advance notice and subject to availability, PSC shall provide the use of the Park, or any portion thereof, to non-profits, local civic groups, and other entities that the County believes will have a positive economic impact on the region at reduced rates.

**Section 11. Term and Termination.** (This section is hereby amended to read as follows)

- A. Term. This Agreement shall be in full force and effect from the Effective Date, subject to any amendments, until 12:01 AM on May 31, 2025 or as provided herein.
- B. Early Termination. This Agreement may be terminated at any time upon the written agreement of both Parties.
- C. Immediate Termination. Safety violations and any violation of the terms of this agreement shall be grounds for immediate termination at the sole discretion and option of the County.
- D. Extension. This Agreement may be extended at any time with the agreement of both Parties.
- E. At the expiration or sooner termination of this MOU, PSC, at its own expense, shall remove all personal property brought onto the Park premises by PSC. PSC, at its own expense, shall restore and repair the Park, and any of PSC's improvements or fixtures remaining thereon, to a good, clean, safe and fit condition, reasonable wear and tear excepted, and shall completely remedy all injuries to the premises.
- F. Surrender. On expiration or within thirty (30) days after earlier termination of the MOU, PSC shall surrender the Park to the County with all fixtures, improvements and alterations in good condition, except for fixtures, improvements and alterations that PSC is obligated to remove. PSC shall remove all of its personal property and shall perform all restoration required by the terms of this MOU within the above stated time unless otherwise agreed to in writing.

**REMAINDER OF AGREEMENT UNALTERED**

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

[Remainder of Page Intentionally Left Blank]

The Parties are executing this Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of June 1, 2024, regardless of the date of actual signature.

**Huerfano County, Acting by and through its Board of County Commissioners**

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

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

Name: Arica Andreatta

Title: Chairman, Board of County Commissioners

*Attest:*

By: \_\_\_\_\_  
County Clerk and Recorder

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

**Panadero Ski Corporation**

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

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

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

Title: \_\_\_\_\_

*Attest:*

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

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

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

Title: \_\_\_\_\_

**Parker-Fitzgerald Cuchara Mountain Park Operations  
Memorandum of Understanding**

This Memorandum of Understanding regarding the operation of the Parker-Fitzgerald Cuchara Mountain Park (this “**Agreement**” or “**MOU**”) is made as of this 20<sup>th</sup> day of November, 2023 (the “**Effective Date**”) by and between the following entities:

- A. Huerfano County, a political subdivision of the State of Colorado (the “**County**”)
- B. Panadero Ski Corporation, a Colorado Non-Profit Corporation (“**PSC**”)

The above-listed parties may be referred to individually as “Party” and collectively as “Parties.”

**RECITALS**

WHEREAS, PSC has raised significant public funding in the form of Grants and Donations to restore operation of the Parker-Fitzgerald Cuchara Mountain Park for public use and enjoyment; and

WHEREAS, the County, acknowledging the public desire to use and enjoy the Parker-Fitzgerald Cuchara Mountain Park, desires to enter into a concessionaire agreement for the operation of the Park; and

WHEREAS, the County has the duty to seek all options and explore all possibilities to bring the Park to a sustainable and viable status and to that end has issued an RFQ to seek qualified operators for the Park; and

WHEREAS, the County’s RFQ envisions a potential operator assuming Park Operations on or about April 15, 2024; and

WHEREAS, the Parties agree that continuing their relationship around the Park is in the public interest; and

WHEREAS, the Parties each desire to see the Park operate as an attraction that boosts the quality of life of Huerfano County Residents and strengthens the County’s economy;

**AGREEMENT**

In consideration for the promises herein, the recitals, and other good and valuable consideration, the Parties agree as follows.

**Section 1. Park Operations**

- A. PSC will operate the Park for and on behalf of the County as a public adventure park including overseeing the maintenance, renovation, repair, replacement, and operation of the Park together with activities customarily associated with operating a public park, community center, or adventure park.
- B. PSC agrees that the Park shall be operated and maintained in such a manner as to be a credit to the County, and shall be made available to all members of the public regardless of race, color, gender, sexuality, creed, national origin, religious preference, or any other classification protected by state, local, or federal law.

- C. PSC will have sole administrative and creative control only over the events and activities originating through the initiatives and operations of PSC that are conducted within and on the premises of the Park, with the exception of when the PSC rents the Park, or a portion thereof, to an outside group or entity.
- D. PSC will maintain the Park for public enjoyment and benefit. PSC may not charge for general access to the pump track and disc golf course, except for tournaments, special events, and private reservations.
- E. The Park may not be used by PSC for the purpose of working or campaigning for the nomination or election to any public office, whether partisan or non-partisan, but PSC shall not be precluded from renting all or part of the premises to persons or entities for political activities.

## **Section 2. Lift Operations**

- A. PSC is prohibited from performing any work whatsoever to Lift 4 without the express written consent of the Colorado Passenger Tramway Safety Board.
- B. Upon express written consent of the Colorado Passenger Tramway Safety Board, PSC is authorized to make such repairs, upgrades, and improvements that may be necessary to bring Lift 4 into good working order, provided however that all maintenance on the lift must be conducted and overseen by a qualified lift technician guided by an engineer experienced in cable-propelled transit. Work on the lift will be done in a manner in keeping with the best practices and advice of the Colorado Passenger Tramway Safety Board, industry standards, and all rules and regulations applicable to other such lifts.
- C. PSC will give the County 72 hours' notice before any work period for Lift 4. For the purposes of this provision, a work period is defined as any plan day or continuous series of days where PSC will be performing maintenance on or testing of Lift 4. Notices must be sent to [Administrator@huerfano.us](mailto:Administrator@huerfano.us) and [Commissioners@huerfano.us](mailto:Commissioners@huerfano.us).
- D. PSC must provide the County with copies of all engineering reports or plans within 7 days of PSC receiving said reports.
- E. The County understands and agrees that PSC will use their own technicians for the actual work on Lift 4. PSC certifies to the County that their technicians are qualified in keeping with Colorado Tram Board Rules and Industry best practices. PSC agrees to pay the entirety of any and all fines, fees, and penalties issued by the Tram Board related to Lift 4 and incidents having occurred between October 25, 2022 and the expiration or termination of this agreement. The parties agree that this provision will remain in full force and effect for up to 5 years after the expiration or termination of this agreement.
- F. PSC is authorized to operate Lift 4 once it has an approved license from the Colorado Passenger Tramway Safety Board and appropriate insurance. This includes operations, maintenance, upgrades, and improvements related to snowmaking equipment servicing Lift 4, specifically, or located on the Park.
- G. Work on any other existing lift is prohibited, except with prior approval of the County and/or the USFS as appropriate.

**Section 3. Compliance with Laws, Rules, Regulations and Policies.**

- A. PSC shall comply with all applicable laws, rules, regulations and orders existing during the term of this MOU, including obtaining and maintaining all necessary permits and licenses.
- B. PSC acknowledges and warrants that it is or will make itself knowledgeable of all pertinent laws, rules, ordinances, regulations, or other requirements having the force of law affecting the operation of the Park

**Section 4. Public and County Use**

- A. The County will have the right to use the Park, or any portion thereof, with reasonable notice and availability for governmental purposes.
- B. At the direction of the County, and with reasonable advance notice and subject to availability, PSC shall provide the use of the Park, or any portion thereof, to non-profits, local civic groups, and other entities that the County believes will have a positive economic impact on the region at reduced rates.

**Section 5. Park Maintenance**

- A. PSC shall be responsible for general maintenance and cleaning of the grounds and structures of the Park.
- B. At PSC's own cost and expense, PSC shall maintain and operate the Park, including personal property and equipment, in a clean, safe, wholesome, and sanitary condition free of trash, garbage, or obstructions of any kind. PSC shall remedy without delay any defective, dangerous, or unsanitary conditions.
- C. Should PSC fail, neglect, or refuse to undertake and complete any required maintenance, the County shall have the right to perform such maintenance or repairs for PSC. In this event, PSC shall promptly reimburse the County for the cost thereof provided that the County shall first give PSC ten (10) days written notice of its intention to perform such maintenance or repairs. The County shall not be obligated to make any repairs to or maintain any improvements at the Park.
- D. The County has made no representation respecting the condition of the Park.
- E. PSC will notify the County of any maintenance issues that exceed their capabilities or constitute an emergency or hazard, including any repair that could lead to an insurance claim. The County may assist either with staff or financially, subject to the approval of the appropriate authority, with any such issues.
- F. The Parties will collaborate and plan to address non-emergency repairs that exceed \$3000 in cost.

**Section 6. Other Capital Improvements**

- A. PSC may propose other capital improvements over the term of this MOU. The County must review and may either approve or reject any such project.

- B. For the purposes of this MOU capital improvement is defined as any item or project that is permanently affixed to the Park or structures erected thereon with a value in excess of \$3000.
- C. The County will notify PSC of any capital improvement or project that involves the Park and will work to schedule any such work with PSC to minimize impact on PSC's operations. The County will invite PSC to participate in any County-led planning project that involves the Park.

#### **Section 7. Financial Considerations.**

- A. Utilities. The County will pay the cost of all utilities for the Day Lodge for the term of this MOU. The County will also pay for the servicing of the vault toilets and the current garbage dumpster. The PSC will pay the cost of all utilities solely associated with the operation of Lift 4 and for any additional utilities to be activated beyond the Day Lodge.
- B. Operating Reserve. PSC will maintain an operating reserve of at least \$5,000.
- C. Financial Records. PSC shall keep separate true and accurate books and records showing all of PSC's business transactions under this MOU in a manner that conforms to industry standards and practices and in a manner acceptable to the County. PSC shall keep all records for a period of at least four years.

The County shall have the right through its representative and at all reasonable times to conduct such audits as it deems necessary and to examine a copy of PSC's books and records. PSC hereby agrees to make all such records and books available to the County upon the County's request thereof. PSC further agrees to allow interviews of any employees who might reasonably have information related to such records.

#### **Section 8. Insurance.**

- A. The County will maintain the same standard property insurance for the Park as it does for all County facilities.
- B. PSC must maintain general liability insurance and all insurance related to lift operations as well as any ski operations and name the County as also insured. PSC will maintain minimum insurance coverage of \$2 Million in aggregate and \$1 Million per occurrence.

#### **Section 9. Oversight and Inspection.**

- A. PSC shall hire a project manager experienced in mountain park management and approved by the County to oversee all operations of the Park.
- B. PSC shall submit copies of all hired and/or internal reports made regarding the Park including engineering and maintenance.
- C. The County, through the Administrator or his designee, will review and monitor the operations and performance of PSC under this agreement, through periodic inspections of facilities, equipment, services, programs, financial records, management procedures, and maintenance agreements.
- D. The County reserves the right of ingress and egress without notice to inspect operations for the purpose of evaluating PSC's performance of the terms and conditions of this MOU; to inspect,



investigate, and/or survey the Park; and to do any work thereon of any nature necessary for preservation or maintenance of the Park.

- E. The County shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the County's entry in the Park as provided herein.

#### **Section 10. Hold Harmless Agreement**

- A. PSC hereby waives all claims and recourse against the County, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this MOU, except claims arising from, and to the extent of, the sole gross negligence or willful misconduct of the County, its officers, agents or employees.
- B. PSC shall protect, indemnify, hold harmless, and defend the County, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses, attorneys fees, expert costs and fees, or liability costs arising out of the development, construction, operation, or maintenance of the Park described herein, except for liability arising out of, and to the extent of, the sole negligence or willful misconduct of the County, its officers, agents, or employees or other wrongful acts for which the County is found liable by a court of competent jurisdiction.

#### **Section 11. Term and Termination.**

- A. Term. This Agreement shall be in full force and effect from the Effective Date, subject to any amendments, until 12:01 AM on May 1, 2024 or as provided herein.
- B. Early Termination. This Agreement may be terminated at any time upon the written agreement of both Parties.
- C. Immediate Termination. Safety violations and any violation of the terms of this agreement, during the term of this agreement, shall be grounds for immediate termination at the sole discretion and option of the County. For the purposes of this agreement, safety violation refers to the breach of a particular workplace safety standard, regulation, policy, or rule. The Parties agree that violations of Colorado Tram Board Rules or OSHA Standards constitute a safety violation.
- D. Extension. This Agreement may be extended at any time with the agreement of both Parties.
- E. At the expiration or sooner termination of this MOU, PSC, at its own expense, shall remove all personal property brought onto the Park premises by PSC. PSC, at its own expense, shall restore and repair the Park, and any of PSC's improvements or fixtures remaining thereon, to a good, clean, safe and fit condition, reasonable wear and tear excepted, and shall completely remedy all injuries to the premises.
- F. Surrender. On expiration or within thirty (30) days after earlier termination of the MOU, PSC shall surrender the Park to the County with all fixtures, improvements and alterations in good condition, except for fixtures, improvements and alterations that PSC is obligated to remove. PSC shall remove all of its personal property and shall perform all restoration required by the terms of this MOU within the above stated time unless otherwise agreed to in writing.

**Section 12. General Provisions.**

- A. Amendments. Any amendment or addition to this Agreement must be in writing, approved and signed by both Parties to this Agreement.
- B. Waiver of Contract Terms. Unless otherwise provided by this MOU, no waiver by either party at any time of any of the terms, conditions, or covenants of this MOU shall be deemed as a waiver at any time thereafter of the same or of any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of the County to re-enter the Park or to exercise any right, power, privilege, or option arising from any breach, shall impair any such right, power, privilege, or option, or be construed as a waiver of such breach or a relinquishment of any right or acquiescence therein.
- C. Further Assurances. Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carrying out the intent of this Agreement.
- D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
- E. Venue. Venue to any action arising from this Agreement shall lie in the state courts in Huerfano County, Colorado. Each Party submits to the jurisdiction and venue of this court and waives any objection to which it otherwise might be entitled regarding such jurisdiction or venue and any right it may have to remove an action to federal court.
- F. Waiver of Right to Jury Trial. Each party waives any right it has or may have to a jury trial in any action, suit, or proceeding arising out of or in connection with this Agreement.
- G. Independent Contractors. The Parties are independent contractors in all matters concerning this Agreement. Nothing in this Agreement creates a joint venture, partnership, or employment relationship between the Parties. No Party will be liable for the debts, liabilities, or obligations of the other Parties. No Party is acting as the agent or partner of the other Parties or any of them and no Party will hold itself out as such. No Party has the authority to bind the other Parties or any of them.
- H. No Landlord-Tenant Relationship. No provision of this agreement is intended by the parties to constitute or be construed as creating a landlord-tenant relationship between the County and PSC. PSC shall not receive any property interest in the Park under and pursuant to this Agreement, but rather PSC is solely receiving the contractual right to operate the Park on behalf of the County subject to the provisions of this Agreement and to undertake and oversee the maintenance, operation, and repair of the Park as contemplated by this Agreement.
- I. Force Majeure. No Party will be considered in default under this Agreement to the extent that such performance is delayed or prevented by fire, flood, hurricane, tornado, earthquake, other natural disaster, pandemic or other state or county declared health emergency, riot, war, terrorism, labor disputes, or civil strife.
- J. Entire Agreement. This Agreement states the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes and replaces all previous discussions, negotiations, and agreements.
- K. Severability. If any provision of this Agreement is held invalid or unenforceable, the invalidity or unenforceability will not invalidate the remaining provisions of this Agreement.
- L. Counterparts. This Agreement may be executed and delivered in counterparts (including by means of electronic signature), all of which taken together will constitute one and the same agreement.

[Remainder of page intentionally left blank.]

The Parties are executing this Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

**Huerfano County, Acting by and through its Board of County Commissioners**

DocuSigned by:  
By:   
EBF42CD3C340488...

Date Signed: 1/8/2024

Name: John Galusha

Title: Chairman, Board of County Commissioners

*Attest:*

DocuSigned by:  
By:   
BB9EAB80CBA14E3...  
County Clerk and Recorder

Date Signed: 1/5/2024

**Panadero Ski Corporation**

DocuSigned by:  
By:   
B846466F0439462...

Date Signed: 1/3/2024

Name: Ken Clayton

Title: Treasurer

*Attest:*

DocuSigned by:  
By:   
13E1C009F31F4F5...

Date Signed: 1/5/2024

Name: Jon Hotaling

Title: President

**AP Payment Register (APLT40)**

Selected Batch: 'Nov24 VR1a AS','Nov24 VR2 AS','November 1st','November 1st extra','november last','November2024so1','NOVEMBER-TREASURER','RB','RB2','VRGJ116',

**Huerfano Cour**

Item 7m.

Vendor Name	Invoice Date	Due Date	Check Date	Check #	Direct	Wire?	Amount
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<b>Total of Checks:</b>	\$633,873.08
<b>Total of Wires:</b>	\$0.00
<b>Total of Direct Deposits:</b>	\$0.00
<b>Grand Total Paid:</b>	\$633,873.08

**Approved on Date:** \_\_\_\_\_

**Approved by**-----

County Commissioner

\_\_\_\_\_  
Signature

County Administrator/Clerk

\_\_\_\_\_  
Signature

County Commissioner

\_\_\_\_\_  
Signature

County Attorney/Counselor

\_\_\_\_\_  
Signature

County Commissioner

\_\_\_\_\_  
Signature

Sent to Hannah to get

# AP Payment Register (APLT40)

Selected Batch: 'Nov24 VR1a AS','Nov24 VR2 AS','November 1st','November 1st extra','november last','November2024so1','NOVEMBER-TREASURER','RB','RB2','VRGJ116',

Huerfano County

Item 7m.

*Commissioner Signature*

Vendor Name	Invoice Date	Due Date	Check Date	Check #	Direct	Wire?	Amount
-------------	--------------	----------	------------	---------	--------	-------	--------

Bank: 3 BANK OF THE WEST

Account: 031236331

Fund: 001 GENERAL FUND

Dept: 40124 LAND USE AND BUILDING

Account: 0014012451310 - PROFESSIONAL SERVICES

Urban Atelier LLC 24005	10/30/2024	11/14/2024	11/14/2024	49610	No	No	\$1,910.00
On Call Planning Services for Huerfano county							

WORLD JOURNAL LandUseNov24	10/31/2024	11/14/2024	11/14/2024	49617	No	No	\$18.00
Notice of Public Hearing LUA24-024							

Account: 0014012451380 - VEH REPAIRS/MAINTENANCE

HUERFANO COUNTY 10162024	10/16/2024	11/14/2024	11/14/2024	49567	No	No	\$221.66
auto repairs to Ford Ranger AOW010							

Account: 0014012451420 - DUES & MEETINGS

GOVERNMENT FINANCE OFFICERS ASSOCI 2449411	11/1/2024	11/14/2024	11/14/2024	49564	No	No	\$170.00
membership renewal for 7/1/24-6/30/25							

Subtotal for Department: 40124 : \$2,319.66

Dept: 40127 OTHER ADMINISTRATION

Account: 0014012751303 - AUDITOR

MGT Impact Solutions, LLC 60720	10/18/2024	11/14/2024	11/14/2024	49582	No	No	\$5,550.00
professional fee							

Account: 0014012751304 - ADVERTISING AND PROMOTION

ADPRO 8858	10/31/2024	11/14/2024	11/14/2024	49528	No	No	\$450.00
Public Relations							

Account: 0014012751305 - PUBLISHING

WORLD JOURNAL 103124	10/31/2024	11/14/2024	11/14/2024	49617	No	No	\$10,457.64
Delinquent Tax List, classifieds, legal notices							

**AP Payment Register (APLT40)**

Selected Batch: 'Nov24 VR1a AS','Nov24 VR2 AS','November 1st','November 1st extra','november last','November2024so1','NOVEMBER-TREASURER','RB','RB2','VRGJ116',

Huerfano Cou

Item 7m.

Vendor Name	Invoice Date	Due Date	Check Date	Check #	Direct	Wire?	Amount
WORLD JOURNAL Clerk103124	10/31/2024	11/14/2024	11/14/2024	49617	No	No	\$84.00
Notice of Nov 2024 General Mail Ballot Election							
<b>Account:</b> 0014012751310 - PROFESSIONAL SERVICES							
MACDOUGALL & WOLDRIDGE, P.C. 163002	11/1/2024	11/14/2024	11/14/2024	49580	No	No	\$2,521.04
professional fees							
<b>Account:</b> 0014012751913 - Employee Assistance Program							
TRIAD Resource Group, LLC TRIIN100764	11/1/2024	11/14/2024	11/14/2024	49608	No	No	\$697.38
employee assistance 11/1/2024 to 1/31/2025							
TRIAD Resource Group, LLC TRIIN100567	8/1/2024	11/14/2024	11/14/2024	49608	No	No	\$780.12
Employee Assistance for period of 8/1/24 to 10/31/24							
<b>Subtotal for Department: 40127 :</b>							\$20,540.18

**Dept: 40250 ELECTIONS**

**Account:** 0014025051330 - TRAVEL & TRANSPORTATION

DEEP ROCK 21280068 102824	10/28/2024	11/14/2024	11/14/2024	49556	No	No	\$103.89
Water							

**Account:** 0014025051380 - VEH REPAIRS/MAINTENANCE

ACOMA SECURITY GROUP, LLC 0000059145	10/24/2024	11/14/2024	11/14/2024	49527	No	No	\$1,000.00
Vault							

<b>Subtotal for Department: 40250 :</b>							\$1,103.89
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**Dept: 40300 TREASURER**

**Account:** 0014030051335 - FUEL REIMBURSEMENT

DEBRA J. REYNOLDS Debra R	11/12/2024	11/14/2024	11/14/2024	49554	No	No	\$286.76
FUEL REIMBURSEMENT (SEMINAR IN LOVELAND CO)							

**Account:** 0014030051814 - SOFTWARE LEASE AGREEMENT

# AP Payment Register (APLT40)

Selected Batch: 'Nov24 VR1a AS','Nov24 VR2 AS','November 1st','November 1st extra','november last','November2024so1','NOVEMBER-TREASURER','RB','RB2','VRGJ116',

Huerfano Cour

Item 7m.

Vendor Name	Invoice Date	Due Date	Check Date	Check #	Direct	Wire?	Amount
AVENU INSIGHTS & ANALYTICS INVB-058283	11/11/2024	11/14/2024	11/14/2024	49533	No	No	\$2,642.41
DEC PYMNT MONTHLY SOFTWARE SUPPORT MAINT FEE & FORMS							
AVENU INSIGHTS & ANALYTICS INVB-057533	10/20/2024	11/14/2024	11/14/2024	49533	No	No	\$2,642.41
MONTHLY SOFTWARESUPPORT MAINT FEE & FORMS							
<b>Subtotal for Department: 40300 :</b>							<b>\$5,571.58</b>

**Dept: 40400 ASSESSOR**

**Account: 0014040051310 - PROFESSIONAL SERVICES**

ValueWest Inc. 2791	11/5/2024 November invoice	11/14/2024	11/14/2024	49611	No	No	\$2,250.00
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**Account: 0014040051420 - DUES AND MEETINGS**

COLORADO ASSESSORS ASSOCIATION winter conference	10/30/2024 registration payment	11/14/2024	11/14/2024	49548	No	No	\$800.00
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**Account: 0014040051814 - SOFTWARE LEASE AGREEMENT**

AVENU INSIGHTS & ANALYTICS invb 058282	11/11/2024 November invoice	11/14/2024	11/14/2024	49533	No	No	\$2,846.13
AVENU INSIGHTS & ANALYTICS INVB-057532	10/20/2024 October invoice	11/14/2024	11/14/2024	49533	No	No	\$2,846.13

**Subtotal for Department: 40400 :**

**\$8,742.26**

**Dept: 40600 PUBLIC WORKS**

**Account: 0014060051220 - OPERATING SUPPLIES**

HD Supply/ HOME DEPOT PRO 832560411	10/24/2024 renown certerpull towel; dawn	11/14/2024	11/14/2024	49566	No	No	\$171.28
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WALSENBURG LUMBER COMPANY 471590	10/31/2024 CPR Battery AA 4 pk	11/14/2024	11/14/2024	49615	No	No	\$6.99
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**Account: 0014060051310 - PROFESSIONAL SERVICES**



**AP Payment Register (APLT40)**

Selected Batch: 'Nov24 VR1a AS','Nov24 VR2 AS','November 1st','November 1st extra','november last','November2024so1','NOVEMBER-TREASURER','RB','RB2','VRGJ116',

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Item 7m.

Vendor Name	Invoice Date	Due Date	Check Date	Check #	Direct	Wire?	Amount
Oldcastle SW Group, Inc 1603034	10/15/2024	11/14/2024	11/14/2024	49585	No	No	\$458.00
small load of 3000 residential Exterior concrete							
<b>Account: 0014060051311 - SEWER/WATER/TRASH</b>							
WASTE CONNECTIONS OF CO, INC 5256893v316	11/1/2024	11/14/2024	11/14/2024	49616	No	No	\$398.32
Fl6 Yd1x Wk 1							
GARDNER PUBLIC IMPROVEMENT November2024	10/31/2024	11/14/2024	11/14/2024	49560	No	No	\$68.00
water sewer billing - Comm Center							
<b>Account: 0014060051370 - UTILITIES</b>							
SAN ISABEL ELECTRIC 926800Nov24	10/25/2024	11/14/2024	11/14/2024	49592	No	No	\$86.25
Acct 926800 28 CO Rd 632 (Gardner Comm Center) Utility Billing 9/23/24 to 10/23/24							
SAN ISABEL ELECTRIC 3468000	10/25/2024	11/14/2024	11/14/2024	49592	No	No	\$435.54
Acct 3468000 DTR TOWR Sheep Mtn Utility Billing 09/23/24 to 10/23/24							
SAN ISABEL ELECTRIC 926500Nov24	10/25/2024	11/14/2024	11/14/2024	49592	No	No	\$51.16
Acct 926500 28 CO Rd 632 Utility billing 9/23/24 to 10/23/24							
CITY OF WALSENBURG November2024	10/31/2024	11/14/2024	11/14/2024	49546	No	No	\$1,603.52
Utility Billing for period of 09/16/24 to 10/18/24							
<b>Account: 0014060051380 - VEH REPAIRS/MAINTENANCE</b>							
WALSENBURG LUMBER COMPANY 456027	10/16/2024	11/14/2024	11/14/2024	49615	No	No	\$8.99
9in roller cover set							
<b>Account: 0014060051773 - CSWD (UTILITY)</b>							
CUCHARAS SANITATION & November2024	10/31/2024	11/14/2024	11/14/2024	49550	No	No	\$250.00
water and sani read 9/30/24							
CUCHARAS SANITATION & November24	10/31/2024	11/14/2024	11/14/2024	49550	No	No	\$65.00
water and sanitation 9/30/24-10/31/24							
CUCHARAS SANITATION & Nov2024	11/6/2024	11/14/2024	11/14/2024	49550	No	No	\$65.00
water and sanitation 9/30/24-10/31/24 cuchara valley ski rental							

**AP Payment Register (APLT40)**

Selected Batch: 'Nov24 VR1a AS','Nov24 VR2 AS','November 1st','November 1st extra','november last','November2024so1','NOVEMBER-TREASURER','RB','RB2','VRGJ116',

Vendor Name	Invoice Date	Due Date	Check Date	Check #	Direct	Wire?	Amount
CUCHARAS SANITATION & Nov24	10/31/2024	11/14/2024	11/14/2024	49550	No	No	\$65.00
water and sani read 8/26/24							
<b>Subtotal for Department: 40600 :</b>							\$3,733.05
<b>Dept: 41510 DISTRICT ATTORNEY</b>							
<i>Account: 0014151051370 - UTILITIES</i>							
CITY OF WALSENBURG	10/31/2024	11/14/2024	11/14/2024	49546	No	No	\$141.65
November2024	Utility Billing for period of 09/16/24 to 10/18/24						
<b>Subtotal for Department: 41510 :</b>							\$141.65
<b>Dept: 42110 SHERIFF</b>							
<i>Account: 0014211051220 - OPERATING SUPPLIES</i>							
Staples	10/1/2024	11/14/2024	11/14/2024	49602	No	No	\$4.79
6015835354	Non-skid paperclips						
Staples	10/1/2024	11/14/2024	11/14/2024	49602	No	No	\$140.35
6015835355	Binder clips, File folders, Small filing cabinet						
Staples	10/23/2024	11/14/2024	11/14/2024	49602	No	No	\$73.79
6015835356	Legal size file folders						
ALPHA CARD	10/31/2024	11/14/2024	11/14/2024	49530	No	No	\$95.99
INV7424718	Fargo Ribbon for ccw card printer						
QUILL CORPORATION	10/18/2024	11/14/2024	11/14/2024	49588	No	No	\$163.55
41158556	Office supplies						
SAM'S CLUB/SYNCHRONY BANK	10/25/2024	11/14/2024	11/14/2024	49591	No	No	\$116.94
7834-102524	Office supplies						
<i>Account: 0014211051310 - PROFESSIONAL SERVICES</i>							
GPMBF,LLC	11/1/2024	11/14/2024	11/14/2024	49565	No	No	\$27,686.00
1536	solano v bruce newman et al						

# AP Payment Register (APLT40)

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Huerfano County Item 7m.

Vendor Name	Invoice Date	Due Date	Check Date	Check #	Direct	Wire?	Amount
Ben Wayne Bounds BB-1	10/30/2024	11/14/2024	11/14/2024	49534	No	No	\$5,715.00
Contractual pymt: services rendered 9/18/24 - 10/29/24							
SARAH NICHOLE PINEDA 2	11/1/2024	11/14/2024	11/14/2024	49594	No	No	\$96.00
Offender Registration Contractor 10/18-11/01							
<b>Account: 0014211051335 - FLEET FUEL</b>							
LOVE'S TRAVEL STOPS & COUNTRY 6012175072	11/5/2024	11/14/2024	11/14/2024	49579	No	No	\$1,864.63
Fleet Fuel 10/05/24 - 11/04/24							
HUERFANO COUNTY RB-101724	10/17/2024	11/14/2024	11/14/2024	49567	No	No	\$1,944.32
Fuel for 9/16/24 - 10/14/24							
<b>Account: 0014211051380 - VEH REPAIRS/MAINTENANCE</b>							
HUERFANO COUNTY RB-101624	10/16/2024	11/14/2024	11/14/2024	49567	No	No	\$1,138.45
WO #1: DAW659-window switch, brakes, rotors, tires							
TRANSMISSION DOCTOR Ro473191	10/21/2024	11/14/2024	11/14/2024	49607	No	No	\$1,406.99
Tahoe LIC/BSJ195, Unit 3333							
HUERFANO COUNTY RB-101624	10/16/2024	11/14/2024	11/14/2024	49567	No	No	\$134.12
WO #5: BSJ182-oil, filter, diagnostics							
WALSENBURG LUMBER COMPANY 461762	10/22/2024	11/14/2024	11/14/2024	49615	No	No	\$69.99
Battery jumper							
WALSENBURG LUMBER COMPANY 456136	10/16/2024	11/14/2024	11/14/2024	49615	No	No	\$30.14
Vehicle maintenance supplies							
SPRADLEY CHEVROLET OF PUEBLO 60211471/1	10/24/2024	11/14/2024	11/14/2024	49601	No	No	\$1,134.78
Install gasket kit, repaired wiring							
HUERFANO COUNTY RB-101624	10/16/2024	11/14/2024	11/14/2024	49567	No	No	\$470.26
WO #2: BSJ199-replaced starter; oil, wipers							
WALSENBURG LUMBER COMPANY 469580	10/29/2024	11/14/2024	11/14/2024	49615	No	No	\$19.57
Supplies to touch up paint Unit 3001: 950HUW '08 Ford Explorer 4Dr							

**AP Payment Register (APLT40)**

Selected Batch: 'Nov24 VR1a AS','Nov24 VR2 AS','November 1st','November 1st extra','november last','November2024so1','NOVEMBER-TREASURER','RB','RB2','VRGJ116',

Huerfano County Item 7m.

Vendor Name	Invoice Date	Due Date	Check Date	Check #	Direct	Wire?	Amount
HUERFANO COUNTY RB-101624	10/16/2024	11/14/2024	11/14/2024	49567	No	No	\$1,447.73
WO #4: DAW658- plugs, front strut, rear shocks, front tires							
HUERFANO COUNTY RB-101624	10/16/2024	11/14/2024	11/14/2024	49567	No	No	\$1,648.35
WO #3: BSJ183-struts, brake pads, rotors							
Purcell Tire & Rubber Company 24-0622482-088	10/29/2024	11/14/2024	11/14/2024	49587	No	No	\$709.69
Deputy Martin's Veh: Set of 4 Goodyear Wrangler Tires							
DANIEL'S TOWING & AUTO REPAIR 17955	11/6/2024	11/14/2024	11/14/2024	49551	No	No	\$280.00
DGA603: Mount, balance tires customer supplied							
<b>Account: 0014211051420 - DUES AND MEETINGS</b>							
COUNTY SHERIFFS OF COLORADO 69986	1/31/2024	11/14/2024	11/14/2024	49549	No	No	\$3,748.00
2024 CSOC Membership Dues							
<b>Account: 0014211051770 - HOMELESS TRANSIENT FUNDS</b>							
ANCHOR MOTEL Anch-102124	10/21/2024	11/14/2024	11/14/2024	49532	No	No	\$70.00
D. Thorton 1 night lodging							
<b>Subtotal for Department: 42110 :</b>							<b>\$50,209.43</b>

**Dept: 42120 JAIL**

**Account: 0014212051220 - OPERATING SUPPLIES**

F & C SAWAYA WHOLESALE CO 107537	10/30/2024	11/14/2024	11/14/2024	49559	No	No	\$241.70
Cleaning Supplies for Jail							
F & C SAWAYA WHOLESALE CO 107314	10/16/2024	11/14/2024	11/14/2024	49559	No	No	\$309.04
Jail cleaning supplies							
<b>Account: 0014212051313 - MEALS</b>							
SHAMROCK FOODS COMPANY 32062819	10/19/2024	11/14/2024	11/14/2024	49597	No	No	\$315.68
Inmate meals							
SPANISH PEAKS REGIONAL SPRHC-16	10/12/2024	11/14/2024	11/14/2024	49600	No	No	\$3,155.76
Inmate meals for 09/02/24 - 10/12/24							

**AP Payment Register (APLT40)**

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Huerfano Court Item 7m.

Vendor Name	Invoice Date	Due Date	Check Date	Check #	Direct	Wire?	Amount
SHAMROCK FOODS COMPANY MB-SAR091824	10/19/2024	11/14/2024	11/14/2024	49597	No	No	\$704.01
	Inmate meals						
SHAMROCK FOODS COMPANY 32062817	10/19/2024	11/14/2024	11/14/2024	49597	No	No	\$132.16
	Inmate meals						
SHAMROCK FOODS COMPANY 32062818	10/19/2024	11/14/2024	11/14/2024	49597	No	No	\$535.40
	Inmate meals						
SHAMROCK FOODS COMPANY 32083367	10/26/2024	11/14/2024	11/14/2024	49597	No	No	\$132.16
	Inmate meals						
SHAMROCK FOODS COMPANY 32083368	10/26/2024	11/14/2024	11/14/2024	49597	No	No	\$449.05
	Inmate meals						
SHAMROCK FOODS COMPANY 32103804	11/2/2024	11/14/2024	11/14/2024	49597	No	No	\$236.04
	Inmate meals						
SHAMROCK FOODS COMPANY 32103803	11/2/2024	11/14/2024	11/14/2024	49597	No	No	\$501.59
	Inmate meals						
SHAMROCK FOODS COMPANY 32103802	11/2/2024	11/14/2024	11/14/2024	49597	No	No	\$151.04
	inmate meals						
SAM'S CLUB/SYNCHRONY BANK 7834-102524	10/25/2024	11/14/2024	11/14/2024	49591	No	No	\$1,126.50
	Meals						
SHAMROCK FOODS COMPANY 32103801	11/2/2024	11/14/2024	11/14/2024	49597	No	No	\$706.11
	Inmate meals						
SHAMROCK FOODS COMPANY 32083366	10/26/2024	11/14/2024	11/14/2024	49597	No	No	\$704.01
	Inmate meals						
SHAMROCK FOODS COMPANY 32083369	10/26/2024	11/14/2024	11/14/2024	49597	No	No	\$394.05
	Inmate meals						
<b>Account: 0014212051370 - UTILITIES</b>							
CITY OF WALSENBURG November2024	10/31/2024	11/14/2024	11/14/2024	49546	No	No	\$1,691.35
	Utility Billing for period of 09/16/24 to 10/18/24						

**AP Payment Register (APLT40)**

Selected Batch: 'Nov24 VR1a AS','Nov24 VR2 AS','November 1st','November 1st extra','november last','November2024so1','NOVEMBER-TREASURER','RB','RB2','VRGJ116',

**Huerfano Court**

Item 7m.

Vendor Name	Invoice Date	Due Date	Check Date	Check #	Direct	Wire?	Amount
<b>Account: 0014212051380 - VEH REPAIRS/MAINTENANCE</b>							
WALSENBURG LUMBER COMPANY 461098	10/22/2024	11/14/2024	11/14/2024	49615	No	No	\$80.69
torx set, electrical tape, 4in blank cover, wire stripper, fasteners							
WALSENBURG LUMBER COMPANY 461670	10/22/2024	11/14/2024	11/14/2024	49615	No	No	\$50.86
flat bar, cutoff wheel, wire wheel							
<b>Account: 0014212051381 - BUILDING REPAIRS/REMODEL</b>							
JOHN PINO 0542634	10/24/2024	11/14/2024	11/14/2024	49572	No	No	\$300.00
Sewer line repair/maintenance							
WALSENBURG LUMBER COMPANY 455664	10/16/2024	11/14/2024	11/14/2024	49615	No	No	\$47.04
Plaster, sealant, drywall knife, caulk gun							
The Computer Kernel 3287	11/1/2024	11/14/2024	11/14/2024	49604	No	No	\$148.75
Repairs to Jail's Intercom System							
<b>Account: 0014212051602 - COMMISSARY</b>							
F & C SAWAYA WHOLESALE CO 107536	10/30/2024	11/14/2024	11/14/2024	49559	No	No	\$54.00
Commissary Supplies for Canteen							
F & C SAWAYA WHOLESALE CO 107310	10/16/2024	11/14/2024	11/14/2024	49559	No	No	\$275.80
Commissary supplies for canteen							
<b>Account: 0014212051814 - SOFTWARE LEASE AGREEMENT</b>							
CANON FINANCIAL SERVICES INC 36200447	11/11/2024	11/14/2024	11/14/2024	49538	No	No	\$251.23
Maintenance Overage							
<b>Account: 0014212051932 - INMATE TRANSPORTS</b>							
DAVID MCCAIN T1-110624	11/7/2024	11/14/2024	11/14/2024	49553	No	No	\$1,631.56
Inmate Transports 10/17/24 - 11/06/24							
<b>Account: 0014212051933 - JAIL BEHAVIORAL HEALTH/MAT</b>							
Dee Ann Lyons DL-103124-2	11/7/2024	11/14/2024	11/14/2024	49555	No	No	\$433.20
JBBS/MAT Non-Reimbursable Mileage							

**AP Payment Register (APLT40)**

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**Huerfano County**

Item 7m.

Vendor Name	Invoice Date	Due Date	Check Date	Check #	Direct	Wire?	Amount
Dee Ann Lyons DL-103124-1	11/7/2024	11/14/2024	11/14/2024	49555	No	No	\$1,243.13
	JBBS/MAT Reimbursable Hours						
Nancy Lynn Winsor NW-103124	10/31/2024	11/14/2024	11/14/2024	49584	No	No	\$1,567.80
	JBBS/MAT Coordinator Reimbursable Hours						
Jose Manuel Soto Jr. 004-110124	11/1/2024	11/14/2024	11/14/2024	49574	No	No	\$1,701.10
	JBBS Counseling Reimbursable Services						
Celia Marie Salazar CS-103124-2	10/31/2024	11/14/2024	11/14/2024	49540	No	No	\$400.39
	JBBS/MAT Reimbursable Mileage						
Celia Marie Salazar CS-103124-1	10/31/2024	11/14/2024	11/14/2024	49540	No	No	\$1,290.00
	JBBS/MAT Reimbursable Hours						

**Subtotal for Department: 42120 :** \$20,961.20

**Dept: 42130 CORONER**

*Account: 0014213051220 - OPERATING SUPPLIES*

BLACK MOUNTAIN PLASTICS 3398	11/5/2024	11/14/2024	11/14/2024	49535	No	No	\$1,225.00
	Body Bags						

*Account: 0014213051330 - TRAVEL & TRANSPORTATION*

Colin Low Nov24	11/10/2024	11/14/2024	11/14/2024	49547	No	No	\$29.48
	On Call hours, Investigations, Mileage						

DAVE MOWER DEPUTY CORONER Nov24	11/10/2024	11/14/2024	11/14/2024	49552	No	No	\$209.71
	keys, investigations, mileage						

VONNIE VALDEZ Nov24	11/10/2024	11/14/2024	11/14/2024	49612	No	No	\$161.47
	mileage reimbursement						

*Account: 0014213051441 - INVESTIGATION*

DAVE MOWER DEPUTY CORONER Nov24	11/10/2024	11/14/2024	11/14/2024	49552	No	No	\$300.00
	keys, investigations, mileage						

**AP Payment Register (APLT40)**

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Huerfano Cour Item 7m.

Vendor Name	Invoice Date	Due Date	Check Date	Check #	Direct	Wire?	Amount
Colin Low Nov24	11/10/2024	11/14/2024	11/14/2024	49547	No	No	\$420.00
On Call hours, Investigations, Mileage							
REBECCA ANN BROWN Nov24	11/9/2024	11/14/2024	11/14/2024	49589	No	No	\$244.00
On Call hours and Investigations							
<b>Account:</b> 0014213051488 - DECEASED TRANSPORT							
DAVE MOWER DEPUTY CORONER Nov24	11/10/2024	11/14/2024	11/14/2024	49552	No	No	\$168.00
keys, investigations, mileage							
BOIES-ORTEGA FUNERAL HOME 11072024	11/7/2024	11/14/2024	11/14/2024	49536	No	No	\$1,500.00
deceased transports							
<b>Subtotal for Department: 42130 :</b>							\$4,257.66
<b>Dept:</b> 44110	<b>HEALTH DEPARTMENT</b>						
<b>Account:</b> 0014411051316 - HEALTH PAYMENTS							
DISTRICT HEALTH DEPT. Nov24	11/1/2024	11/14/2024	11/14/2024	49558	No	No	\$13,000.00
November 2024 Allocation per budget							
<b>Subtotal for Department: 44110 :</b>							\$13,000.00
<b>Dept:</b> 46400	<b>AIRPORT</b>						
<b>Account:</b> 0014640051370 - UTILITIES							
CITY OF WALSENBURG November2024	10/31/2024	11/14/2024	11/14/2024	49546	No	No	\$93.77
Utility Billing for period of 09/16/24 to 10/18/24							
<b>Account:</b> 0014640051866 - FAA/ARPA AIRPORT GRANT							
GARVER ENGINEERING 24A25200-2	10/8/2024	11/14/2024	11/14/2024	49561	No	No	\$814.80
Spanish Peaks Airfield Lighting and Signage Rehabilitation							
<b>Subtotal for Department: 46400 :</b>							\$908.57
<b>Dept:</b> 46700	<b>VETERANS</b>						



**AP Payment Register (APLT40)**

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Vendor Name	Invoice Date	Due Date	Check Date	Check #	Direct	Wire?	Amount
<i>Account: 0014670051601 - VETERANS TRANSPORTATION</i>							
ALAMOSA COUNTY VETERANS 20245	11/4/2024	11/14/2024	11/14/2024	49529	No	No	\$54.00
veterans transportation Walsenburg to pueblo - joseph tiroff							
<b>Subtotal for Department: 46700 :</b>							\$54.00
<b>Dept: 47900</b>	<b>ADMINISTRATION</b>						
<i>Account: 0014790051310 - PROFESSIONAL SERVICES</i>							
SHULTZ LAW OFFICE, LLC 1141	10/31/2024	11/14/2024	11/14/2024	49598	No	No	\$1,521.00
drive time, etc							
<b>Subtotal for Department: 47900 :</b>							\$1,521.00
<b>Dept: 49500</b>	<b>IT/GIS DEPARTMENT</b>						
<i>Account: 0014950051310 - PROFESSIONAL SERVICES</i>							
KLJ ENGINEERING LLC 10216235	10/25/2024	11/14/2024	11/14/2024	49575	No	No	\$822.00
GIS Assessment							
<i>Account: 0014950051680 - COMPUTER/IT</i>							
SECOM INC 1629Nov24	11/1/2024	11/14/2024	11/14/2024	49596	No	No	\$115.47
Acct 1629 Internet services for the period of 11/1 to 11/30							
<b>Subtotal for Department: 49500 :</b>							\$937.47
<b>Dept: 50100</b>	<b>PARKS AND RECREATION</b>						
<i>Account: 0015010051330 - TRAVEL &amp; TRANSPORTATION</i>							
CELENA VALDEZ Nov2024	11/13/2024	11/14/2024	11/14/2024	49539	No	No	\$94.08
Gas Reimbursement							
<b>Subtotal for Department: 50100 :</b>							\$94.08
<b>Dept: 50200</b>	<b>JUDICIAL CENTER</b>						

**AP Payment Register (APLT40)**

Selected Batch: 'Nov24 VR1a AS','Nov24 VR2 AS','November 1st','November 1st extra','november last','November2024so1','NOVEMBER-TREASURER','RB','RB2','VRGJ116',

Huerfano Cou Item 7m.

Vendor Name	Invoice Date	Due Date	Check Date	Check #	Direct	Wire?	Amount
<b>Account: 0015020051820 - JUDICIAL CENTER MAINTENANCE</b>							
JOHNSON CONTROLS FIRE 24391614	10/21/2024	11/14/2024	11/14/2024	49573	No	No	\$2,786.09
Fire Alarm, Sprinkler and Backflow Service for Judicial Center for period of 10/1/24 to 9/30/25							
<b>Account: 0015020051840 - PRINCIPAL ON DEBT SERVICE</b>							
BOKF NA Huerfano19-1	10/23/2024	11/14/2024	11/14/2024	49537	No	No	\$280,000.00
Debt Service							
<b>Account: 0015020051841 - INTEREST ON DEBT SERVICE</b>							
BOKF NA Huerfano19-1	10/23/2024	11/14/2024	11/14/2024	49537	No	No	\$154,500.00
Debt Service							
<b>Account: 0015020051853 - UTILITIES JUDICIAL</b>							
CITY OF WALSENBURG November2024	10/31/2024	11/14/2024	11/14/2024	49546	No	No	\$134.40
Utility Billing for period of 09/16/24 to 10/18/24							
<b>Subtotal for Department: 50200:</b>							\$437,420.49
<b>Subtotal for Fund: 001 :</b>							\$571,516.17

**Fund: 002 ROAD & BRIDGE FUND**

**Dept: 43040 R/B MAINTENANCE OF CONDITION**

<b>Account: 0024304051504 - GAS, FUEL AND OIL</b>								
CITY AUTO PARTS 5275-299283	OIL	10/11/2024	11/14/2024	11/14/2024	49542	No	No	\$33.14
CITY AUTO PARTS 5275-299506	OIL	10/24/2024	11/14/2024	11/14/2024	49544	No	No	\$31.67
LA VETA OIL LLC 27075	FUEL	10/3/2024	11/14/2024	11/14/2024	49576	No	No	\$76.45
LA VETA OIL LLC 27285	FUEL	10/25/2024	11/14/2024	11/14/2024	49576	No	No	\$82.33

# AP Payment Register (APLT40)

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Huerfano Cou Item 7m.

Vendor Name	Invoice Date	Due Date	Check Date	Check #	Direct	Wire?	Amount
LA VETA OIL LLC 27211 FUEL	10/16/2024	11/14/2024	11/14/2024	49576	No	No	\$64.98
CITY AUTO PARTS 5275-299393 DIESEL KLEEN	10/18/2024	11/14/2024	11/14/2024	49543	No	No	\$47.91
O'REILLY AUTOMOTIVE INC 5880-328705 GEAR OIL	10/25/2024	11/14/2024	11/14/2024	49586	No	No	\$79.44
CITY AUTO PARTS 5275-299390 DIESEL KLEEN	10/18/2024	11/14/2024	11/14/2024	49543	No	No	\$46.98
LA VETA OIL LLC 27315 FUEL	10/29/2024	11/14/2024	11/14/2024	49576	No	No	\$34.71
CITY AUTO PARTS 5275-299478 OIL	10/23/2024	11/14/2024	11/14/2024	49544	No	No	\$83.93
LA VETA OIL LLC 27081 FUEL	10/3/2024	11/14/2024	11/14/2024	49576	No	No	\$59.68
O'REILLY AUTOMOTIVE INC 5880-328463 AIR TOOL OIL	10/23/2024	11/14/2024	11/14/2024	49586	No	No	\$10.58
<b>Account: 0024304051505 - TIRES AND TUBES</b>							
SOUTHERN TIRE MART 54300224664 TIRES 302	10/3/2024	11/14/2024	11/14/2024	49599	No	No	\$608.57
GOODYEAR TIRE & RUBBER 173-1052792 tires	10/21/2024	11/14/2024	11/14/2024	49563	No	No	\$11,591.24
J. M. TIRE COMPANY 1-123224 GRADER TIRE 204	10/11/2024	11/14/2024	11/14/2024	49571	No	No	\$106.50
SOUTHERN TIRE MART 5430025152 TIRES 204	10/17/2024	11/14/2024	11/14/2024	49599	No	No	\$1,900.29
J. M. TIRE COMPANY 1-123411 TIRE 395	10/25/2024	11/14/2024	11/14/2024	49571	No	No	\$71.50

# AP Payment Register (APLT40)

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Vendor Name	Invoice Date	Due Date	Check Date	Check #	Direct	Wire?	Amount
J. M. TIRE COMPANY 1-GS123193 TIRE 312	10/10/2024	11/14/2024	11/14/2024	49571	No	No	\$81.50
J. M. TIRE COMPANY 1-123225 ROLLER TIRE	10/11/2024	11/14/2024	11/14/2024	49571	No	No	\$48.94
<b>Account: 0024304051506 - PARTS</b>							
WAGNER EQUIPMENT COMPANY P03C0594911 FILTER	10/2/2024	11/14/2024	11/14/2024	49613	No	No	\$78.10
CITY AUTO PARTS 5275-250009 FILTERS,PADS	10/29/2024	11/14/2024	11/14/2024	49545	No	No	\$181.24
CITY AUTO PARTS 5275-299201 FILTER	10/8/2024	11/14/2024	11/14/2024	49545	No	No	\$16.89
O'REILLY AUTOMOTIVE INC 5880-327956 CLUTCH	10/18/2024	11/14/2024	11/14/2024	49586	No	No	\$158.45
CITY AUTO PARTS 5275-299259 CREDIT	10/10/2024	11/14/2024	11/14/2024	49545	No	No	(\$80.00)
ALPINE FORD LLC 5534411 HOSE ASSEMBLY	10/1/2024	11/14/2024	11/14/2024	49531	No	No	\$116.37
CITY AUTO PARTS 5275-299452 PADS,FILTERS	10/23/2024	11/14/2024	11/14/2024	49543	No	No	\$253.88
CITY AUTO PARTS 5275-299270 FILTER KIT	10/11/2024	11/14/2024	11/14/2024	49542	No	No	\$5.12
CITY AUTO PARTS 5275-299399 PLUG	10/18/2024	11/14/2024	11/14/2024	49543	No	No	\$11.39
CITY AUTO PARTS 5275-299345 GAUGE	10/15/2024	11/14/2024	11/14/2024	49542	No	No	\$27.69
CITY AUTO PARTS 5275-299476 THERMOSTAT	10/23/2024	11/14/2024	11/14/2024	49543	No	No	\$45.24

**AP Payment Register (APLT40)**

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Huerfano Cou Item 7m.

Vendor Name	Invoice Date	Due Date	Check Date	Check #	Direct	Wire?	Amount
CITY AUTO PARTS 5275-299338	HOSE 10/15/2024	11/14/2024	11/14/2024	49542	No	No	\$87.28
WAGNER EQUIPMENT COMPANY P03C0595308	FILTER 10/9/2024	11/14/2024	11/14/2024	49613	No	No	\$78.10
CITY AUTO PARTS 5275-299167	FILTERS 10/7/2024	11/14/2024	11/14/2024	49545	No	No	\$56.87
CITY AUTO PARTS 5275-299220	BRAKES 10/9/2024	11/14/2024	11/14/2024	49542	No	No	\$384.09
CITY AUTO PARTS 5275-299117	RESERVOIR 10/3/2024	11/14/2024	11/14/2024	49545	No	No	\$84.09
CITY AUTO PARTS 5275-299470	BATTERY 10/23/2024	11/14/2024	11/14/2024	49543	No	No	\$157.07
WAGNER EQUIPMENT COMPANY P00C2739737	FILTER KIT 10/12/2024	11/14/2024	11/14/2024	49613	No	No	\$262.40
CITY AUTO PARTS 5275-299484	WASHER PUMP 10/24/2024	11/14/2024	11/14/2024	49544	No	No	\$21.19
CITY AUTO PARTS 5275-299495	ALTERNATOR 10/24/2024	11/14/2024	11/14/2024	49544	No	No	\$176.22
WAGNER EQUIPMENT COMPANY P03C0596206	WEAR PLATE 10/24/2024	11/14/2024	11/14/2024	49614	No	No	\$505.22
CITY AUTO PARTS 5275-299261	FILTERS,BELT 10/10/2024	11/14/2024	11/14/2024	49542	No	No	\$157.73
CITY AUTO PARTS 5275-299431	FILTER 10/22/2024	11/14/2024	11/14/2024	49543	No	No	\$65.20
CITY AUTO PARTS 5275-299458	FILTER 10/23/2024	11/14/2024	11/14/2024	49543	No	No	\$21.70
CITY AUTO PARTS 5275-299262	CREDIT 10/10/2024	11/14/2024	11/14/2024	49545	No	No	(\$42.72)

# AP Payment Register (APLT40)

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Huerfano Cou Item 7m.

Vendor Name	Invoice Date	Due Date	Check Date	Check #	Direct	Wire?	Amount
CITY AUTO PARTS 5275-299158	FILTER 10/7/2024	11/14/2024	11/14/2024	49545	No	No	\$23.12
CITY AUTO PARTS 5275-299468	TERMINAL 10/23/2024	11/14/2024	11/14/2024	49543	No	No	\$13.54
WAGNER EQUIPMENT COMPANY p03c0595394	Repair to Unit 108 10/10/2024	11/14/2024	11/14/2024	49613	No	No	\$875.92
CITY AUTO PARTS 5275-299230	FILTERS, BATTERY 10/9/2024	11/14/2024	11/14/2024	49542	No	No	\$267.33
INTERSTATE BILLING SERVICE, IN 3039108583	SHIELD 10/12/2024	11/14/2024	11/14/2024	49570	No	No	\$68.96
TOPAR WELDING INC 202226	METAL PLATE CRUSHER 10/22/2024	11/14/2024	11/14/2024	49606	No	No	\$121.98
WAGNER EQUIPMENT COMPANY P00C2742001	FILTER KIT 10/19/2024	11/14/2024	11/14/2024	49613	No	No	\$447.02
INTERSTATE BILLING SERVICE, IN 3039180242	SURGE TANK 10/17/2024	11/14/2024	11/14/2024	49570	No	No	\$110.00
WAGNER EQUIPMENT COMPANY P00C2742480	FILTER KIT 10/22/2024	11/14/2024	11/14/2024	49613	No	No	\$744.94
CITY AUTO PARTS 5275-299461	ROTOR 10/23/2024	11/14/2024	11/14/2024	49543	No	No	\$117.82
WAGNER EQUIPMENT COMPANY P03C0595309	MIRROR 10/9/2024	11/14/2024	11/14/2024	49613	No	No	\$139.14
MCCANDLESS TRUCK CENTER, LLC P102068229:01	BATTERIES 10/16/2024	11/14/2024	11/14/2024	49581	No	No	\$189.90
WAGNER EQUIPMENT COMPANY P03C0595982	GASKETS 10/19/2024	11/14/2024	11/14/2024	49613	No	No	\$89.05
CITY AUTO PARTS 5275-299054	FREON 10/1/2024	11/14/2024	11/14/2024	49545	No	No	\$39.96

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Vendor Name	Invoice Date	Due Date	Check Date	Check #	Direct	Wire?	Amount
WAGNER EQUIPMENT COMPANY P00C2743405	10/24/2024 FILTER KIT	11/14/2024	11/14/2024	49613	No	No	\$238.17
WAGNER EQUIPMENT COMPANY P00C2742002	10/19/2024 FILTER KIT	11/14/2024	11/14/2024	49613	No	No	\$501.60
CITY AUTO PARTS 5275-299239	10/10/2024 CALIPER	11/14/2024	11/14/2024	49542	No	No	\$190.90
CITY AUTO PARTS 5275-299072	10/1/2024 WIPERS	11/14/2024	11/14/2024	49545	No	No	\$21.98
WAGNER EQUIPMENT COMPANY P03C0594991	10/3/2024 BACKUP ALARM	11/14/2024	11/14/2024	49613	No	No	\$247.56
CITY AUTO PARTS 5275-299343	10/15/2024 COUPLER	11/14/2024	11/14/2024	49542	No	No	\$9.49
WAGNER EQUIPMENT COMPANY P00C2742003	10/19/2024 FILTER KIT	11/14/2024	11/14/2024	49613	No	No	\$265.37
CITY AUTO PARTS 5275-299477	10/23/2024 HOSE	11/14/2024	11/14/2024	49544	No	No	\$82.96
CITY AUTO PARTS 5275-299434	10/22/2024 LED	11/14/2024	11/14/2024	49543	No	No	\$16.18
<b>Account: 0024304051659 - CHAINS</b>							
MHC KENWORTH-PUEBLO t00325600600850	10/24/2024 Dist: 0	11/14/2024	11/14/2024	49583	No	No	\$6,157.63
<b>Subtotal for Department: 43040 :</b>							\$28,869.67

**Dept: 43080 R/B ADMINISTRATION**

**Account: 0024308051220 - OPERATING SUPPLIES**

GENERAL AIR 6501857-1	10/30/2024 welding rod	11/14/2024	11/14/2024	49562	No	No	\$248.74
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**AP Payment Register (APLT40)**

Selected Batch: 'Nov24 VR1a AS','Nov24 VR2 AS','November 1st','November 1st extra','november last','November2024so1','NOVEMBER-TREASURER','RB','RB2','VRGJ116',

Vendor Name	Invoice Date	Due Date	Check Date	Check #	Direct	Wire?	Amount
LAWSON PRODUCTS, INC. 9311942361	10/21/2024 pumice hand cleaner	11/14/2024	11/14/2024	49577	No	No	\$54.20
CITY AUTO PARTS 5275-299275	10/11/2024 CLEANER	11/14/2024	11/14/2024	49542	No	No	\$27.77
O'REILLY AUTOMOTIVE INC 5880-328721	10/25/2024 ANTIFREEZE	11/14/2024	11/14/2024	49586	No	No	\$44.97
CITY AUTO PARTS 5275-299264	10/10/2024 BATTERIES	11/14/2024	11/14/2024	49542	No	No	\$15.86
CITY AUTO PARTS 5275-299163	10/7/2024 CLEANER	11/14/2024	11/14/2024	49545	No	No	\$12.78
LIGHTNING BOLT INC. 259884	10/30/2024 shrink wrap/connectors	11/14/2024	11/14/2024	49578	No	No	\$84.29
CITY AUTO PARTS 5275-299383	10/17/2024 SUPPLIES	11/14/2024	11/14/2024	49543	No	No	\$247.52
CITY AUTO PARTS 5275-299353	10/16/2024 RAGS	11/14/2024	11/14/2024	49542	No	No	\$15.49
O'REILLY AUTOMOTIVE INC 10282024	10/28/2024 FINANCE CHARGE	11/14/2024	11/14/2024	49586	No	No	\$6.88
CITY AUTO PARTS 5275-299485	10/24/2024 DEF	11/14/2024	11/14/2024	49544	No	No	\$192.80
O'REILLY AUTOMOTIVE INC 5880-327837	10/17/2024 MOUNT PASTE	11/14/2024	11/14/2024	49586	No	No	\$51.19
CITY AUTO PARTS 5275-299056	10/1/2024 ANTIFREEZE	11/14/2024	11/14/2024	49545	No	No	\$37.42
O'REILLY AUTOMOTIVE INC 5880-326752	10/8/2024 BRAKE TOOL	11/14/2024	11/14/2024	49586	No	No	\$59.99
MCCANDLESS TRUCK CENTER, LLC P102067980:01	10/2/2024 SHOP TOWELS	11/14/2024	11/14/2024	49581	No	No	\$11.00



**AP Payment Register (APLT40)**

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Vendor Name	Invoice Date	Due Date	Check Date	Check #	Direct	Wire?	Amount
WALSENBURG LUMBER COMPANY 457255	10/17/2024	11/14/2024	11/14/2024	49615	No	No	\$37.17
caulking gun and sealant							
CITY AUTO PARTS 5275-299588	10/30/2024	11/14/2024	11/14/2024	49545	No	No	\$385.60
DEF							
<b>Account: 0024308051309 - COMMUNICATIONS</b>							
DIGITCOM ELECTRONICS, INC 1210052121	9/4/2024	11/14/2024	11/14/2024	49557	No	No	\$88.14
H66UCD9PW5BN ser:687CKF1426 align P25 OR DMR on bench							
DIGITCOM ELECTRONICS, INC 1210052131	9/4/2024	11/14/2024	11/14/2024	49557	No	No	\$62.50
H66UCD9PW5BN ser # 687CKF1419 align P25 OR DMR on Bench							
DIGITCOM ELECTRONICS, INC 1200005651	9/4/2024	11/14/2024	11/14/2024	49557	No	No	\$66.10
NAF5080A Antenna whips 700/800 MHZ							
DIGITCOM ELECTRONICS, INC 1210052111	9/4/2024	11/14/2024	11/14/2024	49557	No	No	\$62.50
H66UCD9PW5BN ser # 687CKF1424 Align P25 OR DMR on bench							
<b>Account: 0024308051311 - SEWER/WATER/TRASH</b>							
THE TOWN OF LA VETA November2024	10/31/2024	11/14/2024	11/14/2024	49605	No	No	\$81.00
water and sanitation							
GARDNER PUBLIC IMPROVEMENT November2024	10/31/2024	11/14/2024	11/14/2024	49560	No	No	\$68.00
water sewer billing - Road & Bridge							
<b>Account: 0024308051370 - UTILITIES</b>							
TWIN LANDFILL CORPORATION 10312024	10/31/2024	11/14/2024	11/14/2024	49609	No	No	\$150.00
potta potty							
SAN ISABEL SERVICES U0028260	10/16/2024	11/14/2024	11/14/2024	49593	No	No	\$223.63
PROPANE							
CITY OF WALSENBURG November2024	10/31/2024	11/14/2024	11/14/2024	49546	No	No	\$19.26
Utility Billing for period of 09/16/24 to 10/18/24							
<b>Account: 0024308051393 - TRAINING</b>							

# AP Payment Register (APLT40)

Selected Batch: 'Nov24 VR1a AS','Nov24 VR2 AS','November 1st','November 1st extra','november last','November2024so1','NOVEMBER-TREASURER','RB','RB2','VRGJ116',

Huerfano County Item 7m.

Vendor Name	Invoice Date	Due Date	Check Date	Check #	Direct	Wire?	Amount
Rick Pendergrass CDL	11/6/2024	11/14/2024	11/14/2024	49590	No	No	\$620.00
<b>Subtotal for Department: 43080 :</b>							\$2,974.80
<b>Subtotal for Fund: 002 :</b>							\$31,844.47
<b>Fund: 004</b>	<b>SPECIAL PROJECT FUND</b>						
<b>Dept: 45100</b>	<b>SPECIAL PROJECT FUND</b>						
<i>Account: 0044510051907 - RETAIL POP-UP EDA GRANT EXP</i>							
HUERFANO COUNTY ECONOMIC hced2024-1001	9/30/2024	11/14/2024	11/14/2024	49568	No	No	\$15,278.25
<b>Subtotal for Department: 45100 :</b>							\$15,278.25
<b>Subtotal for Fund: 004 :</b>							\$15,278.25
<b>Fund: 068</b>	<b>WASTE TRANSFER ENTER</b>						
<b>Dept: 40800</b>	<b>WASTE TRANSFER STATION</b>						
<i>Account: 0684080051370 - UTILITIES</i>							
CITY OF WALSENBURG November2024	10/31/2024	11/14/2024	11/14/2024	49546	No	No	\$70.36
<b>Subtotal for Department: 40800 :</b>							\$70.36
<b>Subtotal for Fund: 068 :</b>							\$70.36
<b>Fund: 069</b>	<b>EMERGENCY SERVICES F</b>						

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Selected Batch: 'Nov24 VR1a AS','Nov24 VR2 AS','November 1st','November 1st extra','november last','November2024so1','NOVEMBER-TREASURER','RB','RB2','VRGJ116',

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Vendor Name	Invoice Date	Due Date	Check Date	Check #	Direct	Wire?	Amount
<b>Dept: 42100 EMERGENCY MANAGEMENT</b>							
<i>Account: 0694210051310 - PROFESSIONAL SERVICES</i>							
CIARLO'S EMERGENCY MANAGEMENT & Nov24	11/1/2024	11/14/2024	11/14/2024	49541	No	No	\$7,000.00
Contract to end of year							
<b>Subtotal for Department: 42100 :</b>							\$7,000.00
<b>Dept: 49000 EMERGENCY SERVICES FUND</b>							
<i>Account: 0694900051210 - OFFICE SUPPLIES</i>							
Staples 6010793555	8/31/2024	11/14/2024	11/14/2024	49602	No	No	\$281.15
printer toner (magenta, yellow, cyan)							
Staples 6010793554	8/31/2024	11/14/2024	11/14/2024	49602	No	No	\$277.34
post it notes, ink cartridge, first aid kit, disinfectant wipes, paper plates							
Staples 6010793553	8/31/2024	11/14/2024	11/14/2024	49602	No	No	\$19.48
BPG Super OE Cool and Clean							
<i>Account: 0694900051310 - PROFESSIONAL SERVICES</i>							
HUERFANO COUNTY FIRE HCFD	3/1/2024	11/14/2024	11/14/2024	49569	No	No	\$6,000.00
Annual payment for extrication services, maintenance and insurance on '14 Chevy							
<i>Account: 0694900051370 - UTILITIES</i>							
CITY OF WALSENBURG November2024	10/31/2024	11/14/2024	11/14/2024	49546	No	No	\$172.83
Utility Billing for period of 09/16/24 to 10/18/24							
<b>Subtotal for Department: 49000 :</b>							\$6,750.80
<b>Subtotal for Fund: 069 :</b>							\$13,750.80
<b>Fund: 070 GARDNER PUBLIC IMP DIS</b>							
<b>Dept: 49100 GARDNER PUBLIC IMP DISTRICT</b>							

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Selected Batch: 'Nov24 VR1a AS','Nov24 VR2 AS','November 1st','November 1st extra','november last','November2024so1','NOVEMBER-TREASURER','RB','RB2','VRGJ116',

Huerfano Cou Item 7m.

Vendor Name	Invoice Date	Due Date	Check Date	Check #	Direct	Wire?	Amount
<b>Account: 0704910051210 - OFFICE SUPPLIES</b>							
SCHUSTERS' PRINTING, INC. 241195	4/18/2024	11/14/2024	11/14/2024	49595	No	No	\$349.00
Coamcore Community garden proposal boards							
<b>Account: 0704910051310 - PROFESSIONAL SERVICES</b>							
TED D MILLER ASSOCIATES INC 7061	10/29/2024	11/14/2024	11/14/2024	49603	No	No	\$650.00
GPID							
<b>Account: 0704910051370 - UTILITIES</b>							
SAN ISABEL ELECTRIC 931100Nov24	10/25/2024	11/14/2024	11/14/2024	49592	No	No	\$36.00
Acct 931100 Gardner Well 3 Utility service for period of 9/23/24 to 10/23/24							
SAN ISABEL ELECTRIC 919000Nov24	10/25/2024	11/14/2024	11/14/2024	49592	No	No	\$282.05
Acct 919000 Treatment Plant Utility billing for period of 9/23/24 to 10/23/24							
SAN ISABEL ELECTRIC 925100Nov24	10/25/2024	11/14/2024	11/14/2024	49592	No	No	\$95.98
Acct 925100 Gardner Utility Billing for period of 9/23/24 to 10/23/24							
<b>Subtotal for Department: 49100 :</b>							\$1,413.03
<b>Subtotal for Fund: 070 :</b>							\$1,413.03
<b>Total for Bank 3 Account 031236331:</b>							<b>\$633,873.08</b>

**\*\*\*\*\* Total Invoices Paid: \$633,873.08**

## NOTICE OF RIGHTS AND RESPONSIBILITIES

### RIGHT TO APPEAL

C.R.S. 39-2-117 (5) (b) provides, " An appeal from any decision of the administrator may be taken by the board of county commissioners of the county wherein such property is located, or by any owner of taxable property in such county, or by the owner of the property for which exemption is claimed if exemption has been denied or revoked in full or in part. Any such appeal shall be taken to the board of assessment appeals pursuant to the provisions of section 39-2-125 no later than thirty days following the decision of the administrator."

Forms and instructions for making such appeal may be obtained from the Board of Assessment Appeals, Department of Local Affairs, 1313 Sherman Street Room 315, Denver, CO 80203. Phone (303) 864-7710. Website: <http://dola.colorado.gov/baa>

### RESPONSIBILITIES OF THE EXEMPT PROPERTY OWNER

Owners of property granted exemption by this office must do the following to maintain their property's exemption:

- I. Notify this office within thirty days of any change of mailing address, ownership or usage of the property. Property transferred by deed will be returned to the tax rolls as of the date of the deed. If a substantial change in the use of the property occurs, it is possible that the new usage might not qualify the property for exemption. If we believe that the new usage would negatively affect your exemption, this immediate notification may allow your organization to make the changes necessary in time to avoid the loss of exemption.
- II. If your property has been granted exemption under the religious purposes statute, it is the owner's responsibility to ensure that the subject property either has sufficient actual use, OR has at least one actual use per calendar year AND sufficient continuing indicators of intent in order to retain exemption. (See Rules II.B.11 and 12 for specifics.) Failure to sufficiently use a property may result in loss of tax exemption.
- III. Each year following the year in which exemption is granted, owners of such exempt property must file an annual Exempt Property Report on or before April 15. These reports are supplied by the Division of Property Taxation early each year. The Division of Property Taxation takes no responsibility for reports not filed in a timely manner for any reason. It is the responsibility of the exempt property owner to see that these reports are completed and returned to the Division of Property Taxation annually by April 15, and with the appropriate filing fees. Contact this office if your reports are not received in time for completion by the April 15 deadline each year.

On all future correspondence regarding this property, the owner should refer to the file number shown on this determination.

### EXEMPTION OF PERSONAL PROPERTY

- ⇒ Unless otherwise noted on the face of this determination, any personal property owned by the named entity and located on this property is granted/denied exemption in the same percentage as the real property.
- ⇒ Leased personal property is not included.
- ⇒ Pursuant to C.R.S. 39-5-104.5, personal property taxes are assessable to the person or entity which owns that property as of January 1. Additionally, C.R.S. 39-3-130 (1)(a)(II) prohibits the proration of personal property taxes for any portion of a year. Therefore, if the effective date of this decision is anything other than January 1, the date given will affect any real property (land and buildings) described on the face of this form. However, the change will not be effective for any personal property (furniture, equipment, or other movable items) until the following January 1. Thus, for exemptions granted mid-year, any personal property involved will remain taxable until January 1 of the following year. For revocations effective mid-year, any personal property involved will remain exempt until January 1 of the following year.

15-DPT-EX  
REV. 10/11

STATE OF COLORADO  
DIVISION OF PROPERTY TAXATION  
DEPARTMENT OF LOCAL AFFAIRS  
1313 SHERMAN ST., ROOM 419  
DENVER, CO 80203

102824  
PHONE (303) 864-7780  
TDD (303) 864-7758

**FINAL DETERMINATION**

OWNER NAME AND ADDRESS:	REFERENCE INFORMATION:
<b>SANGRE DE CRISTO HOSPICE &amp; PALLIATIVE CARE</b> <b>1920 VALLEY DRIVE</b> <b>PUEBLO, CO 81008</b>	<b>App. No. 24-116</b> <b>File No. 28-01107-01</b> <b>County: HUERFANO</b> <b>Parcel: 284701</b> <b>Examiner: JOE CHULY</b>

**FINAL DECISION:**


After reviewing your property's eligibility for property tax exemption pursuant to all guiding statutes, court cases, and regulations, the Property Tax Administrator has determined that the exemption should be **granted effective JANUARY 1, 2023.**

**LEGAL DESCRIPTION**

**LOT 17 BLOCK 19 GRANDVIEW ADD THE UNIDENTIFIED FRAC LOT ADJACENT TO AND BETWEEN SAID LOT 17 AND THE NORTH BOUNDARY LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD ROW: THAT PART OF THE ALLEY RUNNING NORTH AND SOUTH IN SAID BLOCK 19 BETWEEN THE SOUTH BOUNDARY**  
**Address: 615 WALSEN AVE, WALSENBURG**

OCT 8 1 2024

DATED \_\_\_\_\_

  
 \_\_\_\_\_  
**JOANN GROFF**  
**PROPERTY TAX ADMINISTRATOR**

(SEE REVERSE SIDE FOR AN EXPLANATION OF YOUR RIGHTS AND OPTIONS)



You are cordially invited  
to attend the  
Annual Open House  
and  
Calendar Distribution  
Friday, December 6, 2024  
from 9 a.m. to 3 p.m.  
at The Huerfano County Branch  
of The First National Bank in Trinidad  
135 W. 6th Street  
Walsenburg, Colorado

**UPPER HUERRANO CONSERVATION DISTRICT  
ANNUAL LUNCHEON**

**November 23rd from 12 - 2**

**The Stokehouse  
408 Russell Street, Walsenburg**

**Meal Choices:  
Chicken Fried Steak or Chicken Florentine**

**RSVP to Jennifer (719) 695-3335 or  
upperhuerfanocd@gmail.com by November 15th**