



BOARD OF COUNTY COMMISSIONERS MEETING AGENDA

March 25, 2025 at 10:00 AM

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

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

9:00 AM - ADMINISTRATION WORKSHOP

9:30 AM - COMMISSIONER'S STUDY SESSION

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.** March 18th Meeting Minutes
- b.** Deborah Aguirre New Hire Huerfano County Detention
- c.** Santiago Ruiz New Hire Huerfano County Detention
- d.** Sara Ortiz Completion of Probationary Period Huerfano County Detention
- e.** Xavier Brown New Hire Huerfano County Detention
- f.** Destry DeWolf Veterans Service Officer Resignation
- g.** Morgan Vosburgh Resignation Department of Human Services

4. PUBLIC COMMENT

5. APPOINTMENTS

- a.** Recognizing Lourae King
- b.** Clean Energy County Proclamation
John Freeburg
- c.** Public Hearing - Region 8 CDBG Revolving Loan Fund
Dan Scinto, San Luis Valley Resource Development Group
- d.** Museum of Friends
Maria Cocchiarelli-Berger

6. PERMITS, LICENCES, AND PUBLIC HEARINGS

- a.** Liquor License Renewal for Timbers Restaurant

7. ACTION ITEMS

- a.** Proclamation #25-02 Clean Energy County
- b.** Region 8 CDBG Business Loan Fund Grant – Approval to Apply
- c.** Resolution #25-15 Appointing Lonnie Brown to the Arkansas Basin Roundtable
- d.** Resolution #25-16 - Affirming the importance of the Cuchara Mountain Park
- e.** Ordinance #25-01 - An Ordinance Adopting a Huerfano County Code
- f.** RFP 2025-02 Accounting Consulting Services
- g.** Huerfano County Dispatch Overtime Request March 2025
- h.** Colorado Mountains and Plains Outfitters Hunting Lease Agreement
- i.** Huntsman Transport General Assignment Acknowledgment
- j.** Updated Purchase Order #2025-25 for HRS Colorado
- k.** PO #2025055 SIPA Granicus SmartGov Renewal
- l.** Walsenburg Law Enforcement Services IGA - Notice of Material Breach

8. CORRESPONDENCE

- a.** Letter from San Isabel Electric
- b.** Letter from Men's Health Network
- c.** Letter from Claude and Patricia Savage

9. STAFF REPORTS

- a.** County Administrator
- b.** County Attorney

10. EXECUTIVE SESSION

11. ADJOURNMENT

12. UPCOMING MEETINGS

- a.** 11AM - Public Works Workshop
- b.** 1PM - County Finance 101 Workshop

Huerfano County wants to ensure that everyone has equal access to our programs, activities, and services. To request an Americans with Disability Act (ADA) accommodation, please call 719-738-3000 x200. Submit your request as early as possible, and no later than two business days before the event.



BOARD OF COUNTY COMMISSIONERS MEETING MINUTES

March 18, 2025 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 Sporleder called the meeting to order followed by the Pledge of Allegiance. Chairman Sporleder, Commissioner Chamberlain and Commissioner Wardell were present.

2. AGENDA APPROVAL

Motion to approve the agenda as presented

Motion made by Commissioner Chamberlain

Second by Commissioner Wardell

Voting Yes: Chairman Sporleder, Commissioner Chamberlain, Commissioner Wardell

Motion Passes

3. CONSENT AGENDA

Motion to approve the consent agenda as presented.

Motion made by Commissioner Wardell

Second by Commissioner Chamberlain

Voting Yes: Chairman Sporleder, Commissioner Chamberlain, Commissioner Wardell

Motion Passes

- a. March 11th 2025 Meeting Minutes
- b. Muhammad Durkee Rescind Offer of Employment Huerfano County Treasurers Office
- c. Sabina Brink Status Change from Full to Part Time Huerfano County Sheriffs Office
- d. Anthony Thomlinson New Hire Huerfano County Public Works
- e. Abatement #25-08 for Bonnie and Ashton Rinker for the tax year of 2024 for the total of \$73.79
- f. Abatement #25-09 for Jimmie L. Suggs for the tax year of 2024 for the total of \$70.87
- g. Abatement #25-10 for Jimmie L. Suggs for the tax year of 2024 for the total of \$73.87

4. PUBLIC COMMENT

NONE

5. APPOINTMENTS

NONE

6. PERMITS, LICENCES, AND PUBLIC HEARINGS

NONE

7. ACTION ITEMS

- a. Marketing and Public Relations Services RFP #2025-01
Motion to approve the Marketing and Public Relations Services RFP #2025-01 for Mission2Market and authorize the Chair of the Tourism Board and the Chairman of the Board of County Commissioners to sign the agreement
Motion made by Commissioner Wardell
Second by Commissioner Chamberlain
Voting Yes: Chairman Sporleder, Commissioner Chamberlain, Commissioner Wardell
Motion Passes
- b. Fox Theatre Phase 2 Rehabilitation Contract with McKinstry
Motion to approve the agreement with McKinstry for the Fox Theatre Phase 2 Rehabilitation with the County to act as guarantor for a total of \$577,977.00
Motion made by Commissioner Chamberlain
Second by Commissioner Wardell
Voting Yes: Chairman Sporleder, Commissioner Chamberlain, Commissioner Wardell
Motion Passes
- c. Spanish Peaks Regional Health Center, Veterans Enhanced Transportation Services Project Letter of Support
Motion to approve the Spanish Peaks Regional Health Center, Veterans Enhanced Transportation Services Project Letter of Support
Motion made by Commissioner Wardell
Second by Commissioner Chamberlain
Voting Yes: Chairman Sporleder, Commissioner Chamberlain, Commissioner Wardell
Motion Passes
- d. Cuchara Mountain Park Maintenance Building Roof Replacement Project Proposal from Garland
Motion to accept the proposal in the amount of \$108,778 from Garland for the Cuchara Mountain Park Maintenance Building Roof Replacement Project.
Motion made by Commissioner Chamberlain
Second by Commissioner Wardell
Voting Yes: Chairman Sporleder, Commissioner Chamberlain, Commissioner Wardell
Motion Passes
- e. Purchase Order #2025-052 for Pueblo Brakes and Clutch
Motion to approve Purchase Order #2025-052 for Pueblo Brakes and Clutch for a transmission and clutch unit for Huerfano County Road and Bridge in the amount of \$5,585.81
Motion made by Commissioner Wardell
Second by Commissioner Chamberlain
Voting Yes: Chairman Sporleder, Commissioner Chamberlain, Commissioner Wardell
Motion Passes
- f. Purchase Order #2025-054 for Spanish Peaks Airfield Insurance
Motion to approve Purchase Order #2025-054 for Spanish Peaks Airfield Insurance in the amount of \$3,700.00.
Motion made by Commissioner Chamberlain
Second by Commissioner Wardell
Voting Yes: Chairman Sporleder, Commissioner Chamberlain, Commissioner Wardell
Motion Passes

- g. March 2025 Pre-Pay Vendor Run
Motion to approve the March 2025 Pre-Pay Vendor Run in the amount of \$137,579.00
Motion made by Commissioner Wardell
Second by Commissioner Chamberlain
Voting Yes: Chairman Sporleder, Commissioner Chamberlain, Commissioner Wardell
Motion Passes
- h. March 2025 Vendor Run
Motion to approve in the March 2025 Vendor Run in the amount of \$291,173.69
Motion made by Commissioner Chamberlain
Second by Commissioner Wardell
Voting Yes: Chairman Sporleder, Commissioner Chamberlain, Commissioner Wardell
Motion Passes

8. CORRESPONDENCE

Carl Young, County Administrator reviewed correspondence with the BOCC

- a. Leave Balances as of March 8th 2025
- b. March 2025 CAPP Reports
- c. February 2025 Treasurers Ledger
- d. Oil & Gas Revisions to be put on the books in April 2025
- e. Letter from Douglas Lamb regarding Cuchara Mountain Park

9. STAFF REPORTS

- a. County Administrator
County Administrator Carl Young reviewed the current open positions for Huerfano County Road and Bridge and Dispatch.
- b. County Attorney
NONE

10. EXECUTIVE SESSION

NONE

11. ADJOURNMENT

Motion to adjourn meeting at 10:20 AM
Motion made by Commissioner Wardell
Second by Commissioner Chamberlain
Voting Yes: Chairman Sporleder, Commissioner Chamberlain, Commissioner Wardell
Motion Passes

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

COMMISSIONERS:

Karl Sporleder, Chairman

Mitchell Wardell

Jim Chamberlain

HUERFANO COUNTY

GREEN SHEET/STATUS CHANGE		EFFECTIVE DATE
		3/23/2025
NAME: Deborah Aguirre	PAYROLL :	4/11/2025

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

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

REASON FOR CHANGE

NEW HIRE

REHIRED

PROMOTION

DEMOTION

TRANSFER

RESIGNATION

RETIREMENT

LAYOFF

ADMINISTRATIVE LEAVE PAID

ADMINISTRATIVE LEAVE UN-PAID

LENGTH OF SERVICE INCREASE

REEVALUATION OF CURRENT JOB

INTRODUCTORY PERIOD COMPLETED

OTHER

COMMENTS, IF NECESSARY

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

 03/20/2025
 Elected Official / Department Head Date

 3/20/2025
 Human Resources Officer Date

 Chair, Board of County Commissioners

 Budget Officer Date

 Date Inputed Into System

HUERFANO COUNTY

GREEN SHEET/STATUS CHANGE		EFFECTIVE DATE
		3/23/2025
NAME: Santiago Ruiz	PAYROLL :	4/11/2025

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

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

REASON FOR CHANGE

NEW HIRE

~~REHIRED~~

PROMOTION

DEMOTION

TRANSFER

RESIGNATION

RETIREMENT

LAYOFF

ADMINISTRATIVE LEAVE PAID

ADMINISTRATIVE LEAVE UN-PAID

LENGTH OF SERVICE INCREASE

REEVALUATION OF CURRENT JOB

INTRODUCTORY PERIOD COMPLETED

OTHER

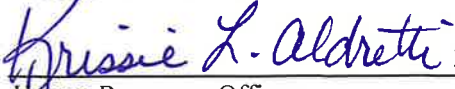
COMMENTS, IF NECESSARY

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



03/20/2025

Elected Official / Department Head Date



3/20/2025

Human Resources Officer Date

Chair, Board of County Commissioners

Budget Officer

Date

Date Inputed Into System

HUERFANO COUNTY

GREEN SHEET/STATUS CHANGE		EFFECTIVE DATE
		3/23/2025
NAME: Sara Ortiz	PAYROLL :	4/11/2025

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

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE	Detention Officer	Detention Officer
DEPARTMENT	Jail	Jail
HOURS		
ANNUAL SALARY	\$38,000.00	\$39,000.00
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	Non-Exempt

REASON FOR CHANGE

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

COMMENTS, IF NECESSARY

Motion to approve a wage increase for Sara Ortiz due to her probationary period and evaluation being complete.


 _____ 03/20/2025
 Elected Official / Department Head Date

 Chair, Board of County Commissioners


 _____ 3/20/2025
 Human Resources Officer Date

 Budget Officer Date

HUERFANO COUNTY

GREEN SHEET/STATUS CHANGE		EFFECTIVE DATE
		3/23/2025
NAME: Xavier Brown	PAYROLL :	4/11/2025

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

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

REASON FOR CHANGE

NEW HIRE

REHIRED

PROMOTION

DEMOTION

TRANSFER

RESIGNATION

RETIREMENT

LAYOFF

ADMINISTRATIVE LEAVE PAID

ADMINISTRATIVE LEAVE UN-PAID

LENGTH OF SERVICE INCREASE

REEVALUATION OF CURRENT JOB

INTRODUCTORY PERIOD COMPLETED

OTHER

COMMENTS, IF NECESSARY

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



03/20/2025

Elected Official / Department Head

Date

Chair, Board of County Commissioners



3/20/2025

Human Resources Officer

Date

Budget Officer

Date

Date Inputed Into System

HUERFANO COUNTY		
PAYROLL STATUS CHANGE	EFFECTIVE DATE	
3/31/2025		
NAME: Destry DeWolf	PAYROLL : 4/11/2025	
CHANGE OF ADDRESS/PHONE	STREET	
	CITY, STATE, ZIP	
	TELEPHONE	
CHANGE	FROM <small>(DOES NOT APPLY TO NEW EMPLOYEE)</small>	TO
JOB TITLE	Veteran Service Officer	
DEPARTMENT	DHS	
HOURS		
ANNUAL SALARY	\$14,658.28	
SEMI-MONTHLY SALARY		
HOURLY SALARY	\$15.70	
OTHER SALARY	Non-Exempt	
REASON FOR CHANGE		
NEW HIRE	<u>RESIGNATION</u>	LENGTH OF SERVICE INCREASE
REHIRED	RETIREMENT	REEVALUATION OF CURRENT JOB
PROMOTION	LAYOFF	INTRODUCTORY PERIOD COMPLETED
DEMOTION	ADMINISTRATIVE LEAVE PAID	OTHER
TRANSFER	ADMINISTRATIVE LEAVE UN-PAID	
TERMINATION		
COMMENTS, IF NECESSARY		
Motion to Accept the Revised Resignation of Destry DeWolf as Veteran Service Officer for the Department of Human Services Effective March 31, 2025.		
_____	_____	
Elected Official/Department Manager	Chairman	
_____	_____	
Date	Date	
Date to Finance Office: _____		

HUERFANO COUNTY		
PAYROLL STATUS CHANGE	EFFECTIVE DATE	
3/17/2025		
NAME: Morgan Vosburgh	PAYROLL : 3/28/2025	
CHANGE OF ADDRESS/PHONE	STREET CITY, STATE, ZIP TELEPHONE	
CHANGE	FROM <small>(DOES NOT APPLY TO NEW EMPLOYEE)</small>	TO
JOB TITLE	Adult Services Case Aide	
DEPARTMENT	DHS	
HOURS		
ANNUAL SALARY	\$37,000.00	
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	
REASON FOR CHANGE		
NEW HIRE REHIRED PROMOTION DEMOTION TRANSFER	RESIGNATION RETIREMENT LAYOFF ADMINISTRATIVE LEAVE PAID ADMINISTRATIVE LEAVE UN-PAID TERMINATION	LENGTH OF SERVICE INCREASE REEVALUATION OF CURRENT JOB INTRODUCTORY PERIOD COMPLETED OTHER
COMMENTS, IF NECESSARY		
Motion to Accept the Resignation of Morgan Vosburgh as Adult Services Case Aide for Department of Human Services Effective March 17, 2025.		
_____ Elected Official/Department Manager		_____ Chairman
_____ Date		_____ Date
Date to Finance Office: _____		

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

Submit to Local Licensing Authority

TIMBERS RESTAURANT
23 EAST CUCHARA
AVENUE
Cuchara CO 81055-9729

Fees Due		Item 6a.
Annual Renewal Application Fee		\$ 50.00
Renewal Fee		750.00
Storage Permit \$100 X _____		\$
Sidewalk Service Area \$75.00		\$
Additional Optional Premise Hotel & Restaurant \$100 X _____		\$
Related Facility - Campus Liquor Complex \$160.00 per facility		\$
Amount Due/Paid		\$ 800.00

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

Paid by check
 Paid Online

Uploaded to MoveIt on Date

Licensee Name

TIMBERS RESTAURANT LLC

Doing Business As Name (DBA)

TIMBERS RESTAURANT

Liquor License Number

42-90611-0000

License Type

Hotel & Restaurant (county)

Sales Tax License Number

42906110000

Expiration Date

05/01/2025

Due Date

03/17/2025

Business Address

Street Address

23 EAST CUCHARA AVENUE

Phone Number

7197423838

City, State, ZIP Code

Cuchara CO 81055

Mailing Address

Street Address

23 EAST CUCHARA AVENUE

City, State, ZIP Code

Cuchara CO 81055-9729

Email

ayarsandrea59@gmail.com

Operating Manager

Andrea Ayars

Date of Birth

9-23-59

Home Address

Street Address		Phone Number
148 Aspen Circle		816-304-1424
City	State	ZIP Code
La Plata	CO	81055

1. Do you have legal possession of the premises at the street address? Yes No

Are the premises owned or rented? Owned

*If rented, expiration date of lease

Rented*

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? Yes No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit? Yes No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If

selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing? Delivery Takeout Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? Yes No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

Name (Individual/Business)

Item 6a.

Andrea Ayers / Timbers Restaurant, LLC

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

[Redacted]

[Redacted]

719-742-3838

Street Address

23 Cochran Ave E.

City

State

ZIP Code

La Vista

CO

81055

Printed name of person signing on behalf of the Applicant/Licensee

Andrea L. Ayers

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Date Signed

Andrea L. Ayers

3-15-24

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Item 6a.

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Item 6a.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?.....

Yes No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?.....

Yes No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?.....

Yes No

If yes, attach a detailed explanation.

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Andrew L. Agers

Title

Co-owner

Signature

[Handwritten Signature]

Date (MM/DD/YY)

3/15/25

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Huerfano County

Title

Chairman

Signature

[Blank Signature Box]

Attest

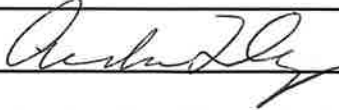
[Blank Attest Box]

Date (MM/DD/YY)

[Blank Date Box]


DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, 

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")



to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

PROCLAMATION NO. 25-02

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

**A PROCLAMATION DECLARING HUERFANO COUNTY AN EFFICIENT AND
CLEAN ENERGY FRIENDLY COUNTY**

WHEREAS, Huerfano County is committed to fostering a sustainable, resilient, and prosperous future for its residents and businesses; and

WHEREAS, the County recognizes the importance of energy efficiency and clean energy technologies in promoting economic growth, reducing energy costs, and improving the overall quality of life for its citizens; and

WHEREAS, advancements in renewable energy, energy efficiency, and sustainable infrastructure provide opportunities for job creation, energy independence, and environmental stewardship; and

WHEREAS, Huerfano County acknowledges the benefits of reducing greenhouse gas emissions, conserving natural resources, and utilizing innovative energy solutions that contribute to a healthier and more sustainable environment; and

WHEREAS, the County seeks to support and encourage businesses, residents, and organizations in adopting energy-efficient practices and clean energy solutions; and

WHEREAS, partnerships with local, state, and federal agencies, as well as private and public stakeholders, will be instrumental in achieving energy efficiency and clean energy goals; and

WHEREAS, by affirming its commitment to clean energy, Huerfano County aims to serve as a leader and model for other communities in embracing sustainable energy practices.

NOW, THEREFORE, BE IT PROCLAIMED by the Huerfano County Board of County Commissioners that Huerfano County, Colorado is an Efficient and Clean Energy Friendly County and pledges to:

1. Promote and support policies and programs that advance energy efficiency and clean energy initiatives, including nuclear power.
2. Encourage sustainable building practices, renewable energy development, and energy conservation efforts.
3. Seek funding and collaboration opportunities to enhance the County’s clean energy infrastructure.
4. Educate and engage the community on the benefits of energy efficiency and renewable energy sources such as nuclear power.
5. Lead by example by implementing sustainable practices within County operations and facilities.

INTRODUCED, READ, APPROVED AND ADOPTED on this 25th day of MARCH 2025.



ATTEST:

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

BY _____
Karl S. Sporleder, Chairman

Mitchell Wardell, Commissioner

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

James L. Chamberlain, Commissioner

EXHIBIT I-F

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN for the Community Development Block Grant (CDBG) Program

Huerfano County will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than as low/moderate income housing as a direct result of activities assisted with CDBG funds, as required by Section 104(d) of the Housing and Community Development Act of 1974, as amended (the Act), and implementing regulations at 24 CFR 570, 24 CFR Part 42, 49 CFR Part 24, and 42 U.S.C. Ch. 61.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, Huerfano County will make public and submit to the State the following information in writing:

1. Description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and,
6. The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling unit for at least 10 years from the date of initial occupancy.

Huerfano County will provide relocation assistance, as described in 570.496a(b)(2), to each low/moderate income household displaced by the demolition of housing or by the conversion of a low/moderate income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the Act, Huerfano County will take the steps indicated below to minimize the displacement of persons from their homes:*

- * **The following are examples of steps to minimize displacement. The first two are required. The others are optional. Only check those which are appropriate for the project and local circumstances. Add other steps as necessary or appropriate.**

- X Consider all practical alternatives to any proposed project that may result in residential displacement. Alternatives to be considered include other sites for the proposed

facilities/project. Also to be considered are the costs and benefits, both financial and nonfinancial, of each alternative.

- Provide counseling and referral services to assist displacees find alternative housing in the community.
- Work with area landlords and real estate brokers to locate vacancies for households facing displacement.
- Stage rehabilitation of assisted housing to allow tenants to remain during and after rehabilitation, working with empty buildings or groups of empty units first so they can be rehabilitated first and tenants moved in before rehab on occupied units or buildings is begun.
- Establish temporary relocation facilities in order to house families whose displacement will be of short duration, so they can move back to their neighborhoods after rehabilitation or new construction.
- Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent their placing undue financial burden on long-established owners or on tenants of multi-family buildings.
- Develop displacement watch systems in cooperation with neighborhood organizations to continuously review neighborhood development trends, identify displacement problems, and identify individuals facing displacement who need assistance.



J-1-25

Signature of Chief Elected Official

Date

NOTE: EACH MUNICIPALITY AND COUNTY DIRECTLY PARTICIPATING IN A MULTI-JURISDICTIONAL APPLICATION IS REQUIRED TO HAVE A RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN.

EXHIBIT I-B
Community Development Block Grant Program

APPLICANT STATEMENT OF ASSURANCES AND CERTIFICATIONS

The applicant hereby assures and certifies that:

(a) It possesses:

(1) Legal authority to apply for the grant and to execute the proposed project, and its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer and/or other designated official representatives to act in connection with the application and to provide such additional information as may be required; and

(2) Has developed its application, including its projected use of funds, so as to give maximum feasible priority to activities that will benefit low and moderate income persons or aid in the prevention or elimination of slums or blight. (The requirement for this certification will not preclude the State from approving an application where the applicant certifies and the State determines, that all or part of the proposed project activities are designed to meet other community development needs that have arisen during the preceding twelve-month period and have particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and where other financial resources are not available to meet such needs.) Furthermore:

(A) With respect to activities it claims benefit low and moderate income persons, it has determined and documented that not less than fifty-one percent (51%) of the beneficiaries of the activity are low and moderate income persons; and

(B) With respect to activities it claims aid in the elimination of slums or blight, it has determined and documented:

(i) For activities to address slums or blight on an area basis:

(I) The area meets a definition of a slum, blighted, deteriorated or deteriorating area under State or local law;

(II) Throughout the area, at least twenty-five percent (25%) of the buildings are in a state of deterioration or two or more types of public improvements are in a state of deterioration;

(III) Documentation is being maintained on the boundaries of the area and the condition which qualified the area at the time of its designation; and

(IV) The assisted activity addresses one or more of the conditions which contributed to the deterioration of the area.

(V) Rehabilitation will only be undertaken on residential structures which are not occupied by low and moderate income persons if such structures are substandard under local definition, and provided that all deficiencies making such structure substandard must be corrected before less critical work on the structure may be undertaken;

(ii) For activities to address slum or blight on a spot basis, the activities must be designed to eliminate specific conditions of blight or physical decay and must be limited to acquisition, clearance, relocation, historic preservation and rehabilitation of buildings, but only to the extent necessary to eliminate specific conditions detrimental to public health and safety.

(b) It is following a detailed citizen participation plan which:

(1) Provides for and encourages citizen participation with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which Community Development Block Grant (CDBG) funds are proposed to be used;

(2) Provides citizens with reasonable and timely access to local meetings, information, and records relating to its proposed and actual use of CDBG funds;

(3) Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the applicant;

(4) Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;

(5) Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and

(6) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

(c) It has provided for and encouraged citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which CDBG funds are proposed to be used, by:

(1) Furnishing citizens information concerning the amount of funds available for proposed community development and housing activities and the range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income and its plans for minimizing displacement of persons as a result of activities assisted with CDBG funds and to assist persons actually displaced as a result of such activities;

(2) Publishing a proposed project plan/application in such a manner to afford citizens an opportunity to examine its content and to submit comments on the proposed project plan/application and on the community development performance of the jurisdiction(s);

(3) Holding two or more public hearings, as indicated below, to obtain citizen views and to respond to proposals and questions related to community development and housing needs, proposed activities and past CDBG performance. All hearings were held no sooner than five days after notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped and for the needs of non-English speaking residents where a significant number of such residents could have been reasonably expected to participate.

<u>Applicant/Participant*</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
Huerfano County			

* In the case of a "multi-jurisdictional" application, each participating municipality and county must hold at least one public hearing.

- (4) As applicable, providing citizens with reasonable and timely access to local meetings, information and records regarding its proposed and past use of CDBG funds;
- (5) In preparing its project plan/application, considering any such comments and views and, if deemed appropriate, modifying the proposed project plan/application;
- (6) Making the final project plan/application available to the public;
- (7) Identifying its community development and housing needs, including the needs of low and moderate income persons, and the activities to be undertaken to meet such needs.

(d) In the event it is awarded CDBG funds by the State it will:

- (1) Follow a residential anti-displacement and relocation assistance plan which shall:
 - (A) In the event of such displacement, provide that:

- (i) Governmental agencies or private developers shall provide within the same community comparable replacement dwellings for the same number of occupants as could have been housed in the occupied and vacant occupiable low and moderate income dwelling units demolished or converted to use other than for housing for low and moderate income persons, and provide that such replacement housing may include existing housing assisted with project based assistance provided under Section 8 of the United States Housing Act of 1937;
- (ii) Such comparable replacement dwellings shall be designed to remain affordable to persons of low and moderate income for 10 years from the time of initial occupancy;
- (iii) Relocation benefits shall be provided for all low or moderate income persons who occupied housing demolished or converted to a use other than for low or moderate income housing, including reimbursement for actual and reasonable moving expenses, security deposits, credit checks, and other moving-related expenses, including any interim living costs; and, in the case of displaced persons of low and moderate income, provide either:
 - (I) compensation sufficient to ensure that, for a 5-year period, the displaced families shall not bear, after relocation, a ratio of shelter costs to income that exceeds 30 percent; or,
 - (II) if elected by a family, a lump-sum payment equal to the capitalized value of the benefits available under sub clause (I) to permit the household to secure participation in a housing cooperative or mutual housing association.
- (iv) Persons displaced shall be relocated into comparable replacement housing that is:
 - (I) decent, safe, and sanitary;
 - (II) adequate in size to accommodate the occupants;
 - (III) functionally equivalent; and,
 - (IV) in an area not subject to unreasonably adverse environmental conditions;
- (B) persons displaced shall have the right to elect, as an alternative to the benefits under this subsection to receive benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 if such persons determine that it is in their best interest to do so; and,

- (C) where a claim for assistance under subparagraph (A)(iv) is denied by grantee, the claimant may appeal to the State, and that the decision of the State shall be final unless a court determines the decision was arbitrary and capricious.
 - (2) Comply with the provisions of the above paragraph (1) except that paragraphs (A)(i) and (A)(ii) shall not apply in any case in which the Secretary of the U.S. Department of Housing and Urban Development finds, on the basis of objective data, that there is available in the area an adequate supply of habitable affordable housing for low and moderate income persons. A determination under this paragraph is final and not reviewable.
 - (3) Provide citizens with reasonable notice of, and opportunity to comment on, any substantial change proposed to be made in the use of CDBG funds from one eligible activity to another by following the same procedures required in paragraph (c) for the preparation and submission of the final project plan/application.
- (e) It will:
- (1) Minimize displacement of persons as a result of activities assisted with CDBG funds and provide for reasonable benefits to any person involuntarily and permanently displaced as a result of the use of CDBG funds to acquire or substantially rehabilitate property;
 - (2) Affirmatively further fair housing in addition to conducting and administering its project in conformity with Public Law 88-352 and Public Law 90-284 as certified in paragraph (h) hereinafter;
 - (3) Not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - (A) CDBG funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than the CDBG program, or
 - (B) for purposes of assessing any amount against properties owned and occupied by persons of moderate income who are not persons of low income, it certifies that it lacks sufficient CDBG funds to comply with the requirements of subparagraph (A);
- (f) Its chief executive officer or other officer of the applicant approved by the State:
- (1) Consents to assume the status of responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified in 24 CFR Part 58, which further the purposes of NEPA, insofar as the provisions of such Federal law apply to the Colorado Community Development Block Grant (CDBG) Program;

- (2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (g) It will comply with the financial management regulations, policies, guidelines and requirements set forth in the CDBG Public Facilities and/or Housing Guidebook.
- (h) It will comply with:
- (1) **Section 110 of the Housing and Community Development Act of 1974**, as amended, and any State regulations regarding the administration and enforcement of labor standards;
 - (2) **Davis-Bacon Fair Labor Standards Act (40 USC 276a - 276a-5)** requiring that, on all prime contracts which exceed \$2,000 for federally-assisted construction, alteration or rehabilitation, laborers and mechanics employed by contractors or subcontractors shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor. (This requirement applies to the rehabilitation of residential property only if such property is designed for use of eight or more families.)
 - (3) **Contract Work Hours and Safety Standards Act of 1962 (40 USC 327 et seq.)** requiring that mechanics and laborers employed on federally-assisted contracts which exceed \$2,000 be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work week.
 - (4) **Copeland "Anti-Kickback" Act of 1934 (40 USC 276 (c))** prohibiting and prescribing penalties for "kickbacks" of wages in federally- financed or assisted construction activities.
- (i) It will comply with:
- (1) **Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 USC 2000 (d))** prohibiting discrimination on the basis of race, color, religion or religious affiliation, or national origin in any program or activity receiving federal financial assistance.
 - (2) **The Fair Housing Act (42 USC 3601-20 and 24 CFR 100-115)**, as amended, prohibiting housing discrimination on the basis of race, color, religion, sex, national origin, handicap, and familial status.
 - (3) **Section 109 of the Housing and Community Development Act of 1974 (42 USC 5309)**, as amended, providing that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, color, national origin or sex under any program or activity funded in whole or in part under Title I (Community Development) of the Housing and Community Development Act.

- (4) **Executive Order 11063 (1962)**, as amended by Executive Order 12259 and 12892, requiring equal opportunity in housing by prohibiting discrimination on the basis of race, color, religion, sex or national origin in the sale or rental of housing built with federal assistance.
 - (5) **Executive Order 11246 (1965)**, as amended by Executive Orders 11375, prohibiting discrimination on the basis of race, color, religion, sex or national origin in any phase of employment during the performance of federal or federally-assisted contracts in excess of \$2,000.
 - (6) **Section 3 of the Housing and Community Development Act of 1968 (12 USC 1701 (u), 24 CFR 570.487, and 24 CFR Part 75)**, as amended, providing that, to the greatest extent feasible, opportunities for training and employment that arise through HUD-financed projects, will be given to lower-income persons in the unit of the project area, and that contracts be awarded to businesses located in the project area or to businesses owned, in substantial part, by residents of the project area.
 - (7) **Section 504 of the Rehabilitation Act of 1973 (29 USC 793)**, as amended, providing that no otherwise qualified individual shall, solely by reason of a handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal funds. Effective communication with persons of all types of disabilities must be ensured.
 - (8) **Age Discrimination Acts of 1968 and 1975, (42 USC 6101-6107)**, as amended, providing that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.
 - (9) **The Architectural Barriers Act (ABA) of 1968 (42 USC § 4151 et seq.)**, as amended, stipulates that all buildings which are (1) financed with Federal funds, and (2) intended for use by the public, or which may result in employment or residence therein of physically handicapped persons, be designed and constructed in accordance with standards prescribed by the ABA to ensure that such buildings are fully accessible to and usable by handicapped individuals.
- (j) It will comply with:
- (1) **Section 104(d) of the Housing and Community Development Act of 1974, as amended (42 USC 5301)**, known as the "**Barney Frank Amendment**," and the HUD implementing regulations at 29 CFR Part 570, requiring that local grantees follow a residential anti-displacement and relocation assistance plan which provides for the replacement of all low/moderate-income dwelling units that are demolished or converted to another use as a direct result of the use of CDBG funds, and which provides for relocation assistance for all low/moderate-income households so displaced.
 - (2) **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended -- Title III, Real Property Acquisition (Pub. L. 91-646 and HUD implementing regulations at 49 CFR Part 24 and 24 CFR Part 42)**, providing for uniform and equitable treatment of persons displaced from their homes, businesses, or farms by Federal or Federally- assisted

programs and establishing uniform and equitable land acquisition policies for federal assisted programs. Requirements include bona fide land appraisals as a basis for land acquisition, specific procedures for selecting contract appraisers and contract negotiations, furnishing to owners of property to be acquired a written summary statement of the acquisition price offer based on the fair market price, and specified procedures connected with condemnation.

- (3) **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended -- Title II, Uniform Relocation Assistance (Pub. L. 91-646 and HUD implementing regulations at 49 CFR Part 24)**, providing for fair and equitable treatment of all persons displaced as a result of any federal or federally-assisted program. Relocation payments and assistance, last-resort housing replacement by displacing agency, and grievance procedures are covered under the Act. Payments and assistance will be made pursuant to state or local law, or the grant recipient must adopt a written policy available to the public describing the relocation payments and assistance that will be provided. Moving expenses and up to \$22,500 or more for each qualified homeowner or up to \$5,250 or more for each tenant are potential costs.

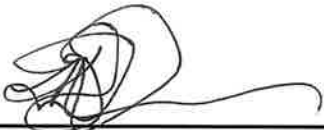
(k) It will comply with:

- (1) **National Environmental Policy Act of 1969 (42 USC 4321 et seq.)**, as amended, and the implementing regulations of HUD (24 CFR Part 58) and of the Council on Environmental Quality (40 CFR Parts 1500 - 1508) providing for establishment of national policy, goals, and procedures for protecting, restoring and enhancing environmental quality.
- (2) **National Historic Preservation Act of 1966 (16 USC 470 et seq.)**, as amended, requiring consideration of the effect of a project on any district, site, building, structure or object that is included in or eligible for inclusion in the National Register of Historic Places.
- (3) **Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.)** requiring that federally-funded projects contribute to the preservation and enhancement of sites, structures and objects of historical, architectural or archaeological significance.
- (4) **The Archaeological and Historical Data Preservation Act of 1974, amending the Reservoir Salvage Act of 1960 (16 USC 469 et seq.)**, providing for the preservation of historic and archaeological data that would be lost due to federally-funded development and construction activities.
- (5) **Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951 et seq.)** prohibits undertaking certain activities in flood plains unless it has been determined that there is no practical alternative, in which case notice of the action must be provided and the action must be designed or modified to minimize potential damage.
- (6) **Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.)** requiring review of all actions proposed to be located in or

appreciably affecting a wetland. Undertaking or assisting new construction located in wetlands must be avoided unless it is determined that there is no practical alternative to such construction and that the proposed action includes all practical measures to minimize potential damage.

- (7) **Safe Drinking Water Act of 1974 (42 USC 201, 300 f et seq., 7401 et seq.)**, as amended, prohibiting the commitment of federal financial assistance for any project which the Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal drinking water source for an area.
 - (8) **The Endangered Species Act of 1973 (16 USC 1531 et seq.)**, as amended, requiring that actions authorized, funded, or carried out by the federal government do not jeopardize the continued existence of endangered and threatened species or result in the destruction or modification of the habitat of such species which is determined by the Department of the Interior, after consultation with the State, to be critical.
 - (9) **The Wild and Scenic Rivers Act of 1968 (16 USC 1271 et seq.)**, as amended, prohibiting federal assistance in the construction of any water resources project that would have a direct and adverse affect on any river included in or designated for study or inclusion in the National Wild and Scenic Rivers System.
 - (10) **The Clean Air Act of 1970 (42 USC 1857 et seq.)**, as amended, requiring that federal assistance will not be given and that license or permit will not be issued to any activity not conforming to the State implementation plan for national primary and secondary ambient air quality standards.
 - (11) **HUD Environmental Criteria and Standards (24 CFR Part 51)** providing national standards for noise abatement and control, acceptable separation distances from explosive or fire prone substances, and suitable land uses for airport runway clear zones.
- (l) It will:
- (1) Comply with **The Lead-Based Paint Poisoning Prevention Act -- Title IV (42 USC 4831)** prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance, and requiring notification to purchasers and tenants of such housing of the hazards of lead-based paint and of the symptoms and treatment of lead-based paint poisoning.
 - (2) Comply with the **Armstrong/Walker "Excessive Force" Amendment, (P.L. 101-144) & Section 906 of Cranston-Gonzalez Affordable Housing Act of 1990**, which requires that a recipient of HUD funds must certify that they have adopted or will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within their jurisdiction against individuals engaged in nonviolent civil rights demonstrations; or fails to adopt and enforce a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

- (3) Comply with the **"Government-wide Restriction on Lobbying, (P.L. 101-121)**, which prohibits spending CDBG funds to influence or attempt to influence federal officials; which requires the filing of a disclosure form when non-CDBG funds are used for such purposes; which requires certification of compliance by the state; and which requires the state to include the certification language in grant awards it makes to units of general local government at all tiers and that all subrecipients shall certify accordingly as imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- (4) Comply with the **Department of Housing and Urban Development Reform Act of 1989 (24 CFR part 12)** requiring applicants for assistance for a specific project or activity from HUD, to make a number of disclosures if the applicant meets a dollar threshold for the receipt of covered assistance during the fiscal year in which an application is submitted. An applicant must also make the disclosures if it is requesting assistance from HUD for a specific housing project that involves assistance from other governmental sources.
- (5) Give the State, the U.S. Department of Housing and Urban Development (HUD), and any authorized representatives access to and the rights to examine all records, books, papers or documents related to the application and grant; and
- (m) It will comply with all parts of Title 1 of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws and regulations.



 Signature, Chief Elected Official**
 Karl S. Spawel

 Name (Typed or Printed)
 Bureau Chief 3-11-25

 Title Date

** Additional signatures are required only in the case of "multi-jurisdictional" applications. If this is a multi-jurisdictional application, the Chief Elected Official of each municipality and/or county participating in the application must sign.

**Exhibit I-C
CITIZEN PARTICIPATION PLAN**

Item 7b.

for the Community Development Block Grant (CDBG) Program

Pursuant to Section 104(a)(3) of the Housing and Community Development Act of 1974, as amended, this Citizen Participation Plan is hereby adopted to ensure that the citizens of Huerfano County, particularly persons of low and moderate income residing in slum and blight areas and in areas in which CDBG funds are proposed to be used, are provided the opportunity and encouraged to participate in the planning and implementation of CDBG-funded activities.

PUBLIC HEARING

Public hearings will be the primary means of obtaining citizen views and responding to proposals and questions related to community development and housing needs, proposed CDBG activities and past CDBG performance.

Prior to submitting a CDBG application to the State, Huerfano County will conduct at least one public hearing to identify community development and housing needs, including the needs of low and moderate income persons, as well as other needs in the community that might be addressed through the CDBG program, and to review proposed CDBG activities and the past performance of Huerfano County in carrying out its CDBG responsibilities. In the event CDBG funds are granted by the State, Huerfano County will conduct at least one additional public hearing to allow citizens to review and comment on its performance in carrying out its CDBG program.

A formal public notice will be published in a newspaper of general circulation in the area at least five (5) days prior to such public hearings. A public notice will also be posted in Huerfano County Courthouse and in other places frequented by the public, especially low and moderate income persons and persons benefiting from or affected by proposed CDBG activities. As circumstances warrant and Huerfano County determines necessary or appropriate, participation may additionally be specifically solicited from persons of low and moderate income, those benefiting from or affected by CDBG activities and/or representatives of such persons. Hearings will be held at times and locations convenient to potential and actual beneficiaries, and with accommodation for the handicapped. In the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate, arrangements will be made to have an interpreter present.

PUBLIC INFORMATION AND RECORDS

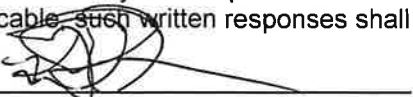
Information and records regarding the proposed and past use of CDBG funds will be available 401 Main Street Walsenburg CO during regular office hours. The public will be so informed by public notice. Special communication aids can be made available to persons upon request.

TECHNICAL ASSISTANCE

Huerfano County will provide technical assistance to groups representative of persons of low and moderate income that request assistance in developing CDBG proposals. The level and type of assistance appropriate will be determine by Huerfano County on its ability to provide or arrange for such assistance, the cost of providing such assistance and other relevant factors.

WRITTEN COMMENTS AND RESPONSES

Huerfano County will respond to written complaints and grievances in writing in a timely manner. When practicable, such written responses shall be made within fifteen (15) working days.



Signature of Chief Elected Official

3-11-25

Date

NOTE 1: EACH MUNICIPALITY AND COUNTY DIRECTLY PARTICIPATING IN A MULTI-JURISDICTIONAL APPLICATION IS REQUIRED TO HAVE A CITIZEN PARTICIPATION (CP) PLAN.

NOTE 2: CITIZEN ADVISORY COMMITTEES ARE NOT REQUIRED. IF ONE IS PROPOSED, HOWEVER, ITS ROLE AND COMPOSITION SHOULD BE INCLUDED IN THIS CP PLAN.

**INTERGOVERNMENTAL AGREEMENT
FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT**

THIS AGREEMENT, made on this 5th day of March, 2025, by and among the following:

- 1. Alamosa County
- 2. Conejos County
- 3. Costilla County
- 4. Mineral County
- 5. Rio Grande County
- 6. Saguache County
- 7. Huerfano County

WHEREAS, the parties to this Agreement have the authority pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et. seq., Colorado Revised Statutes, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually.

WHEREAS, the parties to this Agreement desire to cooperate in developing and carrying out a Community Development Block Grant (CDBG) project, the purpose of which is to:

NOW THEREFORE, the parties hereby mutually agree as follows:

- 1. Designation of Lead Party. Rio Grande County shall act as the lead party in developing and carrying out said proposed CDBG project.
- 2. Responsibilities of Lead Party. In its capacity for the lead party, Rio Grande County shall by the lead jurisdiction in making application to the State Department of Local Affairs (State) for CDBG funds and shall be the grantee of the State for such funds, if awarded. As the grantee of the State, it shall be fully and solely responsible to the other parties to this Agreement for compliance with all financial management, environmental review, labor standards, civil rights, record-keeping, reporting and other requirements of the CDBG program contained in the Applicant Statement of Assurances and Certifications, and in the grant contract with the state, except those specified in Paragraph 3 hereinafter.
- 3. Responsibilities of All Parties. Each party to this Agreement shall be individually responsible for compliance with the following requirements of the CDBG program:
 - a) adopting a required Citizen Participation Plan, and providing to its citizens information and opportunities to comment as required by the State in developing an application and substantially changing project activities;

EXHIBIT I-G

- b) identifying its community development and housing needs, including the needs of low- and moderate-income persons, and the activities to be undertaken to meet such needs; and
- c) adopting a required Anti displacement and Relocation Assistance Plan which calls for replacement of demolished or converted low/moderate income housing units and provision of necessary relocation assistance; and,
- d) taking actions to affirmatively further fair housing.

Furthermore, each party shall provide documentation to Rio Grande County demonstrating its compliance with the requirements specified in Paragraph 3 and Rio Grande County shall retain such documentation and other required records and documents for the period of time specified by the State.

- 4. Contracting. Rio Grande County shall contract with San Luis Valley Development Resources Group or, with other eligible individuals or entities to carry out all or any portion of the responsibilities assumed by Rio Grande County under this Agreement and its grant contract with the State.
- 5. Term of Agreement. This Agreement shall remain in full force and effect for so long as the parties to this Agreement are pursuing CDBG funding for said proposed project or, if awarded, carrying out such project activities. Any party to this Agreement may, however, terminate its participation in this Agreement six months after providing written notice of such termination to the other parties of this Agreement. This Agreement may be terminated at any time by agreement of all parties to this Agreement unless a grant contract is in effect with the State. In this case, the State must approve such termination and arrangements for completing the project.
- 6. Modification and Changes. The terms of this Agreement may be modified or changed at any time by agreement of all parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

Rio Grande County

Alamosa County

Tyler Ratzlaff

Vern Heersink

Commissioner, Chair

Commissioner, Chair

Conejos County

Costilla County

Joseph Baroz

Steven Romero

Commissioner, Chair

Commissioner, Chair

EXHIBIT I-G

Item 7b.

Mineral County

Scott Lamb

Commissioner, Chair

Saguache County

Liza Marron

Commissioner, Chair

Huerfano County

Karl Sporleder



Commissioner, Chair

** Additional signatures are required only in the case of "multi-jurisdictional" applications. If this is a multi-jurisdictional application, the Chief Elected Official of each party participating in the application must sign.



MEMORANDUM

MEETING TYPE: Board of County Commissioners

MEETING DATE: March 25, 2025

ITEM NAME: Region 8 CDBG Business Loan Fund – Approval to Apply

SUBMITTED BY: Carl Young, County Administrator

SUMMARY: This is a request to approve the application to add Huerfano County to the Region 8 Community Development Block Grant Business Loan Fund operated by San Luis Valley Resource Development Group. Other Counties currently participating in this fund are Rio Grande, Alamosa, Conejos, Costilla, Mineral, and Saguache. Joining this fund allows current and prospective Huerfano County Businesses access to an additional source of capital. Huerfano County is one of the few counties in Colorado that does not have access to such a fund. Our County was previously removed from the program for a violation of the grant rules. No financial contribution is required from the County.

RECOMMENDATION: Motion to approve the application to the Department of Local Affairs for the County to join the Region 8 CBDG Business Loan Fund and ratify the signatures on the grant documents.

BACKGROUND: Dan Scinto of the SLV Resource Development Group will be in attendance to discuss further.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:

RESOLUTION NO. 25-15

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

**A RESOLUTION APPOINTING LONNIE BROWN TO THE ARKANSAS BASIN
ROUNDTABLE FOR A TERM EXPIRING ON DECEMBER 31, 2029**

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

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

WHEREAS, pursuant to C.R.S. 37-75-104(4)(a)(1) the Board of County Commissioners appoints one member of the Arkansas Basin Roundtable; and,

WHEREAS, Lonnie Brown has submitted a letter of interest and has demonstrated his qualifications to serve on the Arkansas Basin Roundtable for Huerfano County and agrees to serve as a member of the Board while adhering to the principles applicable to governmental units and other requirements of law; and,

WHEREAS, the Board of County Commissioners desires to appoint Lonnie Brown to serve as a member of the Arkansas Basin Roundtable as a reflection of the values of the Huerfano County Board of County Commissioners.

NOW THEREFORE BE IT RESOLVED that the Huerfano County Board of County Commissioners hereby appoints Lonnie Brown to serve as a member of the Arkansas Basin Roundtable until December 31, 2029, and until their successor has been appointed.

INTRODUCED, READ, APPROVED AND ADOPTED THIS 25th day of MARCH 2025.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
Karl S. Sporleder, Chairman

Mitchell Wardell, Commissioner

James L. Chamberlain, Commissioner

RESOLUTION NO. 25-16

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

**A RESOLUTION AFFIRMING THE IMPORTANCE OF THE PARKER-FITZGERALD
CUCHARA MOUNTAIN PARK TO THE HUERFANO COUNTY PARKS AND
RECREATION PROGRAM**

WHEREAS, Huerfano County, Colorado (the “County”) is a political subdivision of the State of Colorado duly organized and existing pursuant to the Constitution and the laws of the State of Colorado; and

WHEREAS, the Board of County Commissioners (the “Board”) of the County is authorized, pursuant to Section 30-11-101(b), (c) and (d), Colorado Revised Statutes, and other provisions of law to: (1) purchase and hold real and personal property for the use of the County, (2) sell and convey any real or personal property owned by the County, (3) make all contracts and do all other acts in relation to the property and concerns necessary to the exercise of its corporate and administrative powers; and

WHEREAS, the mission of Cuchara Mountain Park, as created by Huerfano County, is an environmentally friendly destination for year-round recreation, education, and cultural programs in harmony with nature; and

WHEREAS, the County’s Parks and Recreation Program includes, Fiesta Park, the County Fairgrounds, the Parker-Fitzgerald Cuchara Mountain Park, the Fox Theatre Walsenburg, the Raymond Aguirre Community Center and the Huerfano County Community Center.

WHEREAS, on September 20, 2023 the County released RFP 2023-08 to find an operator/concessionaire for the Parker-Fitzgerald Cuchara Mountain Park (hereafter “Cuchara Mountain Park” or “the Park”); and,

WHEREAS, in a letter dated October 12, 2023 the Cuchara Foundation requested a letter requesting the transfer of the Park from the County to the Foundation; and

WHEREAS, at the January 23, 2024 meeting of the Board of County Commissioners, staff was given direction through a motion to develop conditions of transfer between Huerfano County and the Cuchara Foundation; and

WHEREAS, on February 27, 2024 the Board of County Commissioners approved the conditions of transfer, with amendments, and gave no further instructions regarding the transfer of the Park; and

WHEREAS, the Board of County Commissioners desires to clarify, definitively, that the Cuchara Mountain Park is an essential component of the County’s Parks and Recreation Program and shall not be sold or transferred.

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

- 1) The Cuchara Mountain Park is essential to the Huerfano County Parks and Recreation Program;
- 2) The Cuchara Mountain Park is not for sale;
- 3) The transfer of the Cuchara Mountain Park to the Cuchara Foundation is cancelled as of February 27, 2024; and
- 4) That the Cuchara Mountain Park shall remain a County Park

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 25th day of MARCH 2025.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
Karl S. Sporleder, Chairman

Mitchell Wardell, Commissioner

James L. Chamberlain, Commissioner

ORDINANCE NO. 25-01

AN ORDINANCE ADOPTING BY REFERENCE AND ENACTING A NEW COUNTY CODE FOR HUERFANO COUNTY, COLORADO; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING FOR THE ADOPTION OF SECONDARY CODES BY REFERENCE; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

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, pursuant to § 30-15-401, C.R.S., the Board of County Commissioners (“the Board”) has the power to adopt ordinances for control of those matters of local concern; and

WHEREAS, the Board of County Commissioners desires the creation of a County Code to serve as a resource for county residents and staff.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Huerfano County, Colorado as follows:

Section 1. The code entitled "Huerfano County Code" published by CivicPlus, LLC, with tables and index, is adopted as a primary code by reference.

Section 2. All ordinances or portions of ordinances of a general and permanent nature enacted on or before the adoption date of this Ordinance which are inconsistent with the provisions of such code, to the extent of such inconsistency and not otherwise saved from repeal, are hereby repealed.

Section 3. The repeal established in the foregoing section shall not be construed to revive any ordinance or part thereof that had been previously repealed by any ordinance which is repealed by this Ordinance.

Section 4. The penalty provisions set forth in such Code are hereby adopted as follows:

Sec. 1-11. General penalty; continuing violations.

(a) In this section, the term "violation of this Code" means any of the following:

(1) Doing an act that is prohibited or made or declared unlawful, an offense, a misdemeanor, or a violation by ordinance, or by order, rule or regulation authorized by ordinance.

(2) Failure to perform an act that is required to be performed by ordinance or by order, rule or regulation authorized by ordinance.

(3) Failure to perform an act if the failure is prohibited or is made or declared unlawful, a misdemeanor, an offense, or a violation by ordinance, by statute adopted by reference in this Code or by order, rule or regulation authorized by ordinance.

(b) In this section, the term "violation of this Code" does not include the failure of a town officer or town employee to perform an official duty unless it is specifically provided that the failure to perform the duty is to be punished as provided in this section.

(c) Except as otherwise provided by law or ordinance:

(1) Any person who violates any county ordinance adopted pursuant to C.R.S. § 30-15-401 et seq., commits a class 2 petty offense or, in the case of traffic offenses, commits a traffic infraction, and, upon conviction thereof, shall be punished by a fine of not more than \$1,000.00 for each separate violation. If authorized by the county ordinance, the penalty assessment procedure provided in C.R.S. § 16-2-201 may be followed by any arresting law enforcement officer for any such violation. As part of such county ordinance authorizing the penalty assessment procedure, the board of county commissioners may adopt a graduated fine schedule for such violations. Such graduated fine schedule may provide for increased penalty assessments for repeat offenses by the same individual. In the case of county traffic ordinance violations, the provisions of C.R.S. §§ 42-4-1701 and 42-4-1703, and C.R.S. §§ 42-4-1708—42-4-1718, shall apply; except that the fine or penalty for a violation charged and the surcharge thereon if authorized by county ordinance shall be paid to the county.

(2) In addition to the penalties prescribed in subsection (a) of this section, persons convicted of a violation of any ordinance adopted pursuant to C.R.S. § 30-15-401 et seq., are subject to a surcharge in the amount as set out in the appendix to this Code. These surcharges shall be paid to the clerk of the court by the defendant. Each clerk shall transmit the moneys to the court administrator of the judicial district for credit to the victims and witnesses assistance and law enforcement fund established in that judicial district pursuant to C.R.S. § 24-4.2-103.

(3) With respect to violations of this Code that are continuous with respect to time, each day that the violation continues is a separate offense.

(4) With respect to violations that are not continuous with respect to time, each act constitutes a separate offense.

(d) The imposition of a penalty does not prevent suspension or revocation of a license, permit or franchise or other administrative sanctions or equitable relief.

(e) Violations of this Code that are continuous with respect to time are hereby declared to be a public nuisance and are subject to abatement by injunctive or other equitable relief. The imposition of a penalty does not prevent equitable relief.

Sec. 8-29. Miscellaneous.

(a) Use of sirens and emergency equipment. All emergency equipment and warning devices shall be used in accordance with all Colorado traffic statutes, rules and regulations (C.R.S. § 42-4-213).

(b) Alleged negligence.

(1) In any legal action against a licensee in which it is alleged that the plaintiff's injury, illness, or incapacity was aggravated by, or was otherwise injured by the negligence of the licensee, no negligence shall be presumed because of such allegations.

(2) If a judgment is entered against such licensee, he or she, shall, within 30 days, file a copy of such findings and order of the court, with the county. The county shall take note of such judgment for purposes of investigation and take appropriate action if there appears to be any violation of these regulations, or of any state law or ordinance or regulation of any municipality in the county.

(3) The licensee shall notify the county of any judgment pending against the licensee in reference to subsections (a) and (b) of this section.

(c) Remedies. These regulations create no third-party beneficiaries and no private remedy for the breach of any provision of these regulations. The penalties set forth herein are the sole and exclusive penalties and remedies for the breach of any provisions of these regulations.

(d) Violation of state law; penalty. Any person who violates any provision of C.R.S. §§ 25-3.5-301 through 25-3.5-318 commits a petty offense and shall be punished as provided in C.R.S. § 18-1.3-503.

Sec. 10-26. Enforcement, violations, and penalties.

(a) Violation of this article shall constitute a civil infraction. Violations of this article may be enforced through the penalty assessment procedure set forth in C.R.S. § 16-2-201.

(b) The following are authorized to issue citations, summons, and complaints for violation of this article.

(1) Any law enforcement officer or code enforcement official of the county.

(2) Any official of a fire protection district in the county.

(3) Any code enforcement official of a municipality that adopts this article.

(c) It is the duty of the county sheriff, undersheriff, and deputies to enforce this article as provided for in C.R.S. § 30-15-410.

(d) The graduated fine schedule for the penalty assessment procedure is as follows:

(1) \$50.00 for the first violation.

(2) \$250.00 for the second violation.

(3) \$1,000.00 for each successive violation.

(e) Persons convicted of violating this article are subject to the surcharges identified in C.R.S. § 30-15-402.

(f) In addition to any other penalty, persons convicted of a violation of this article shall pay the customary courts costs when applicable.

(g) All fines and penalties shall be deposited into the general fund of the county and distributed annually to the fire protection districts on the basis of number of permits issued in the proceeding calendar year.

(h) It is the responsibility of the county attorney to enforce the provisions of this article, according to the county court rules of criminal procedure.

(i) The board of county commissioners may seek civil relief, including, but not limited to, injunctive relief and mandamus, to enforce the provisions of this article.

Sec. 11-219. Penalty.

Subject to the provisions of C.R.S. § 30-28-124, any person, firm, corporation or legal entity which owns, leases or operates a minor or major oil and gas facility, and which constructs, installs or uses, or which causes to be constructed, installed or used, any minor or major oil and gas facility without first receiving approval from the board of county commissioners, shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not more than \$100.00 per day of violation, per violation, or by imprisonment in the county jail for not more than ten days, or by both such fine and imprisonment. In addition, the county may also seek civil penalties and relief pursuant to the provisions of C.R.S. § 30-28-124.5.

Sec. 11-504. Enforcement and penalties—Violation of zoning regulations.

The board of county commissioners may provide for the enforcement of the zoning regulations contained within this chapter and related zoning resolutions, regulations and building permits, by means of the withholding of building permits and other actions, as specified below:

(1) It is unlawful to erect, construct, reconstruct, alter or use any building, structure or land in the county in violation of the zoning provisions of this chapter or any amendment thereof, and all other associated county resolutions and regulations, as provided for in C.R.S title 30, art. 28.

(2) It is unlawful to erect, construct, reconstruct, alter or use any building, structure or land in the county without first obtaining from the county a building permit as provided for and required by C.R.S title 30, art. 28, these regulations, other county zoning related resolutions and regulations and the edition of the International Building Code adopted by the county at any given time.

(3) It is unlawful to occupy a building prior to the issuance of a certificate of occupancy by the county building inspector, as provided in the county building permit regulations.

(4) The authority, procedures and powers of the county zoning official designated by resolution of the board of county commissioners to enforce the zoning provisions of these regulations and other county zoning related zoning resolutions and regulations shall be as provided for in C.R.S title 30, art. 28.

(5) The authority, procedures and powers of the county building inspector designated by resolution of the board of county commissioners to enforce the edition of the International Building Code adopted by the county at any given time shall be as specified in C.R.S title 30, art. 28.

(6) The authority, powers and procedures of the county attorney to act in regard to the enforcement of the zoning provisions of this chapter, other county zoning related resolutions and regulations and the edition of the International Building Code adopted by the county at any given time shall as specified in C.R.S title 30, art. 28.

(7) The penalties and the provisions and procedures relating to those penalties for zoning violations shall be as specified in C.R.S title 30, art. 28.

(8) All other authority, processes and procedures regarding the enforcement, violation and penalties of the zoning provisions of these regulations, other county zoning related resolutions and regulations and the edition of the International Building Code adopted by the county at any given time shall be as specified in C.R.S title 30, art. 28.

Sec. 11-685. Excavations and right-of-way openings for subsurface utilities.

...

e. Penalty permit. A penalty permit shall be issued to any contractor commencing work prior to obtaining a right-of-way cutting permit. The fee for this permit shall be as established in the fee schedule and cover the foregoing plus a penalty.

...

(5) Penalty permit. This permit shall be issued to any excavator commencing work prior to obtaining a basic right-of-way cutting permit. Failure by the excavator to notify the county inspector as stated in subsection (1)(1) of this section may result in revocation of the original permit and issuance of a penalty permit. The fee for this permit shall cover the foregoing plus a penalty in the amount established in the fee schedule.

Sec. 14-67. Enforcement, violations, and penalties.

(a) Violation of this article shall constitute a Class 2 petty offense. Violations of this article may be enforced through the penalty assessment procedure set forth in C.R.S. § 16-2-201.

(b) Any law enforcement officer or code enforcement official of the county is authorized to issue citations, summons, and complaints for violation of this article. It is the duty of the county sheriff, undersheriff, and deputies to enforce this article as provided for in C.R.S. § 30-15-410.

(c) The graduated fine schedule for the penalty assessment procedure is as follows:

(1) \$30.00 for the first violation.

(2) \$60.00 for the second violation within 12 months of the first violation.

(3) \$300.00 for each successive violation within 12 months of the prior violation.

(d) In addition to any other penalty, persons convicted of a violation of this article shall pay the customary courts costs when applicable.

(e) All fines and penalties shall be deposited into the general fund of the county.

(f) It is the responsibility of the county attorney to enforce the provisions of this article, according to the county court rules of criminal procedure.

(g) The board of county commissioners may seek civil relief, including, but not limited to, injunctive relief and mandamus, to enforce the provisions of this article.

Sec. 17-61. Penalty.

Any violation of the provisions of this article by an individual shall be punishable by a fine of not more than \$300.00 for each violation or by imprisonment in the county jail for not more than 90 days, or by both such fine and imprisonment.

Section 6. Additions or amendments to the Code, when passed in the form as to indicate the intention to make the same a part of the Code, shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 7. Ordinances adopted after this ordinance that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to those provisions of the Code.

Section 8. This ordinance shall become effective 30 days after final publication.

INTRODUCED, READ, and ORDERED PUBLISHED on first reading the 25th day of MARCH 2025.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

BY _____
Karl S. Sporleder, Chairman

Mitchell Wardell, Commissioner

James L. Chamberlain, Commissioner

Karl S. Sporleder, Chairman
 Mitchell Wardell, Commissioner
 James L. Chamberlain, Commissioner



**HUERFANO COUNTY GOVERNMENT
 PROCUREMENT MEMORANDUM**

Date: March 25, 2025
To: Huerfano County Board of County Commissioners
From: Carl Young, County Administrator
Re: Huerfano County Solicitation #2025-02: Accounting Services
Attachments: RFP, Redlands Accounting and Advisory Proposal, Letter of Engagement

Summary: On January 27, 2025 the County released RFP 2025-02 seeking proposals from qualified firms of certified public accountants to provide general accounting services including, but not limited to, general ledger maintenance, month-end closing, and updates to internal controls. Proposals were due on February 21, 2025 and we received 6 submissions. A committee consisting of members County staff and officials reviewed the proposals and has decided to recommend Redlands Accounting and Advisory for award.

Requested Motion/Action:

Motion to approve the award for Accounting Services RFP #2025-02 to Redlands Accounting and Advisory, LLC.

Background: On January 27th Huerfano County released RFP 2025-02 seeking proposals from qualified firms to provide marketing and public relations services. The following criteria were used for ranking of most qualified respondent:

	Criteria	Points
1	Experience and Reputation	20 Points
2	Personnel and Qualifications	20 Points
3	Understanding and Approach	30 Points
4	Cost Proposal	20 Points
5	Overall Evaluation of Capabilities and Ability to Provide Required Services (Interview)	10 Points
	Total	100 Points

The Solicitation closed on February 21st with 6 responses received. Interviews with 2 firms that scored the highest in committee reviews were held on March 12, 2025. The total scores for each submission were as follows:

Respondent	Score
Redlands Accounting and Advisory	85
Plante Moran	82
Eide Bailly	61
Maher Duessel	56
Forvis Mazars	55

UHY Advisors	49
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In keeping with the scores, the Committee recommends Redlands Accounting and Advisory, LLC for award.

Signature of the Chair

- Approved

- Approved with Changes

- Denied

Request for Proposals: Accounting Services

Huerfano County Solicitation #2025-02
January 27, 2025

1. Summary of Request

The Huerfano County Board of County Commissioners (“the County”) is seeking proposals from qualified firms of certified public accountants to provide general accounting services including, but not limited to, general ledger maintenance, month-end closing, and updates to internal controls. The County has a strong preference with accountants with experience working with county governments, particularly departments of human services, and anticipates a five-year agreement.

2. Submission Information

Written submissions for the supply of the services described herein will be accepted until **Friday, February 21, 2025 at 4PM MT**. Any response received after that time will not be considered.

Submitted materials must be emailed in PDF Format to Carl Young, County Administrator, at **administrator@huerfano.us**

3. Questions

Procedural and technical questions are to be submitted in writing to Carl Young, County Administrator, at **administrator@huerfano.us**. Questions will be accepted until **Thursday, February 13, 2025 at 4PM MT**. A summary of questions and answers will be released according to the schedule set below.

4. Anticipated Timeline

Dates are approximations for the process steps and are subject to change.

Step	Date	Selection Process
One	January 27, 2025	Request for Proposals Issued
	February 13, 2025	Questions may be presented prior to 4PM MT on this date.
	February 14, 2025	Questions and answers posted.
	February 21, 2025	Responses due at 4PM MT
Two	February 26, 2025	Committee Review of Responses.
	February 28, 2025	Notifications of Interviews.
Three	Wk of March 10, 2025	Interviews conducted.
	March 17, 2025	Notification of selected finalist(s).
Four	March 25, 2025	Agreement executed.
	March 26, 2025	Anticipated Start Date

5. Background

Huerfano County encompasses 1,593 square miles and is home to approximately 6,800 residents. The County is governed by a three-member Board of Commissioners, elected by districts to four year terms. Huerfano County is home to two incorporated communities, Walsenburg and La Veta, as well as two unincorporated communities, Gardner and Cuchara.

Huerfano County through its staff and officers provides a variety of services including, but not limited to: zoning and code enforcement, law enforcement, revenue assessment and collections, Road and Bridge construction and maintenance, social services, and general government administration.

The County currently uses Computer Information Concepts as its enterprise resource planning system and the County Department of Human Services uses the CYMA accounting system for County financials and CFMS for State reporting. The Treasurer uses Avenu Insights and the systems are reconciled monthly. The County is transitioning to Tyler Technologies ERP Pro System, once that transition is complete the County and its DHS will be on the same system, the Treasurer's office will remain on Avenue Insights.

The current county budget and most recent audits can be viewed here: <https://huerfano.us/board-of-county-commissioners/budgets-and-audits/>

6. Outline of Services to be Provided

Huerfano County seeks a qualified accountant to provide general accounting services. The services to be provided include both shorter term projects and ongoing work, including but not limited to:

- Communicate and work closely with the County's current external audit firm to address previous outstanding audit findings and to address other areas of concern that may be identified
- Assist County Staff with the transition to Tyler Technologies ERP Pro including evaluating and updating the chart of accounts including suggesting changes to improve efficiency and transparency, removing duplicate accounts.
- Work with the County Department of Human Services to improve the month-end process, resolve any current and ongoing issues or concerns from DHS, and ensure compliance with Colorado State requirements and statutes.
- Work with County Finance to improve the month-end processes, resolve any current or ongoing issues or concerns from County Finance, and ensure compliance with 2 CFR 200, Colorado State requirements and statutes, and generally accepted accounting principles.
- Review and analyze current month-end and year-close procedures between the County Treasurer's Office, DHS, and County Finance to improve efficiency, ensure that the County is able to produce timely and accurate financial statements.
- Review the County's internal controls and make recommendations to strengthen any areas of risk and address areas where internal controls are lacking.
- Review the County's existing procurement and grants polices and recommend improvements to ensure compliance with 2 CFR 200 and best practices.
- Develop and implement Standard Operating Procedures for DHS and County Finance, including any forms, checklists, or other recommended documentation.
- Provide ongoing support in accounting functions including, but not limited to: monthly account reconciliations; monthly and annual journal entries; preparing financial statements for the audit;

budget preparation and management; and financial planning.

- Meet, as needed, with the Board of County Commissioners to provide recommendations for the overall management of the County's finances and keep the board informed on any areas of concern.

7. Qualifications

The selected proposer must be led by a certified public accountant licensed to practice in Colorado by the Colorado Board of Accountancy with a least five years of experience. Experience with the particular nuances of County finances, particularly departments of human services, is highly desirable.

8. Contents of Letter of Interest

Written submissions for the supply of the services fully described herein will be accepted until the date set forth in the Anticipated Timeline above. Any response received after that time will not be considered.

Submissions should be no longer than 20 pages and include:

1. Cover Letter, which must include:
 - a. A statement of interest for working with the County to complete the scope outlined above including a summary of key points describing the respondent's unique qualifications as they pertain to this particular scope;
 - b. A brief introduction to the respondent including structure, time in business, number of employees, and other data to assist in characterization of the respondent;
 - c. The name, address, and daytime telephone number for contact persons to whom additional selection process requests should be communicated;
 - d. A disclosure of the name of any employee or official of Huerfano County who could be directly and personally benefited if the proposing firm is awarded a contract pursuant to this solicitation. If there is nothing to disclose, the response shall so state.
2. Experience and Reputation
 - a. Describe respondent's experience in the types of work likely to be performed;
 - b. Describe similar engagements performed or operations run by the respondent within the past five years; and
 - c. Provide contact information for engagements or operations listed. Letters of reference are also accepted.
3. Personnel and Qualifications
 - a. If the respondent is an individual, provide a resume that describes your expertise, experience and qualifications for this work;
 - b. If the respondent is a firm, provide a listing of and resumes for the team leader and any others that would support the project with a summary of each team member's area of responsibilities, expertise, experience and qualifications for this work;
 - c. Describe the availability and commitment of either the individual or assigned team members to undertake the outlined work; and
 - d. Provide an organizational chart of the project team, if applicable.
4. Understanding and Approach
 - a. Describe in detail the respondent's understanding of and approach to providing the types of services described;
 - b. Describe the respondent's approach to client service, including onboarding process, communication methods and approaches, as well as availability to take on projects and

- answer questions; and
 - c. Describe the respondent's capability and approach to meeting schedules and deadlines.
5. Fee Proposal
- a. Propose specific payment terms and arrangements (e.g. hourly rate vs. retainer or a combination).

9. Selection Process

The process for selection and award of the Professional Services will consist of four steps and be organized as follows:

Step One	Review and scoring of Responses submitted
Step Two	Interviews (if required)
Step Three	Selection of successful respondent, negotiation of Professional Services Agreement
Step Four	County Commissioner approval of Professional Services Agreement

Step One: Review of Responses

Following an initial screening of the responses, the committee will select what it considers the most highly qualified party to provide the services outlined in the scope of services. Selection will be based on the evaluation criteria set forth below. Those submitting responses will be ranked, and the committee will then recommend the most qualified respondents for interviews.

The following selection criteria will be the basis for the ranking of most qualified submission:

Criteria	Points
Experience and Reputation	20 Points
Personnel and Qualifications	20 Points
Understanding and Approach	30 Points
Cost Proposal	20 Points
Overall Evaluation of Capabilities and Ability to Provide Required Services (Interview)	10 Points
Total	100 Points

Step Two: Interviews (if required)

1. Interviews may be conducted for the purpose of determining which respondent is the most highly qualified to perform the required work and which responds most fully understands and is able to perform the work envisioned by the County. Note that one of the above criteria is reserved for interview scoring.
2. Key personnel from interested party are required to be present and participate in the interview.
3. Respondents are asked to give a presentation on their organization and proposal. The Review Board will then ask any questions they have of the respondent.

Step Three: Selection of Successful Respondent and Negotiation of Professional Services Agreement

1. After the successful respondent is selected, the County will negotiate a Professional Services Agreement.

Step Four: County Commissioners Approval of Professional Services Agreement

1. The successful respondent is encouraged to attend the Commissioners' meeting to answer any questions concerning the response, or the respondent's qualifications.
2. The County reserves the right to undertake or award supplemental or successor contracts for work related to this Contract.
3. This solicitation shall not be binding upon the County and respondent, and no services shall be

performed under the terms of the response or the Professional Services Agreement until the Contract has been reduced to writing and approved by the County Commissioners.

10. Selection and Contracting Provisions

Notifications.

The County will provide timely notifications in writing (letters and/or emails) of the following actions to individuals or firms responding to the Request for Proposal as follows:

- Selection of short-listed individuals or firms for interviews (if required);
- Individuals or Firms not short-listed;
- Selection of recommended individual or firm; and County Commissioner approval.

Right to Reject

The County reserves the right to waive informalities in the responses or fees and to reject any and all responses and re-advertise this solicitation at any time prior to County Commissioner approval of the recommended firm or individual and the negotiated professional contract for services if doing so would be in the public interest, as determined by the county in its sole discretion. The County reserves the right to award this solicitation to the individual or firm that best fits the requirements outlined in the request for proposals. The County reserves the right to waive any informality in any submittal and/or reject all responses, and to accept the response that is in the best interest of the County. The County further reserves the right to: (1) negotiate a final professional contract for services that is in the best interests of the county and the public; and (2) request any additional information county deems reasonably necessary to allow the County to evaluate, rank and select the most qualified proposer to perform the services described in this solicitation.

If the County and the selected individual or firm cannot agree on the contract, the negotiations will be terminated, and the County reserves the right to begin negotiations with the next highest ranked proposer.

Procedure Requirements

1. Any individual or firm failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.
2. All costs incurred by individuals or firms choosing to participate in this process shall be borne by the proposing individual or firm.
3. All responses submitted regarding this solicitation are the property of the County and will only be returned to the individual or firms if requested in writing to the County at the sole discretion of the County.
4. Late submittals shall not be accepted. It is the responsibility of the individual or firms to ensure that the response arrives at the Huerfano County Administrator's Office, prior to the date and time stated in this solicitation.

Conflicts of Interest

Any conflicts of interest whether real or perceived by the individual or firm submitting a response should be fully disclosed and explained within the response.

Redlands Accounting and Advisory, LLC
Your governmental accounting specialists

Proposal to Provide Contracted Financial Management Services
Huerfano County, Colorado
Solicitation #2025-02

February 21, 2025

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Redlands Accounting and Advisory, LLC

Your governmental accounting specialist

February 21, 2025

Huerfano County, Colorado
Attention: Carl Young
administrator@huerfano.us

Dear selection committee,

I am writing to express my interest in providing accounting and consulting services for Huerfano County, Colorado, specifically your request for proposal #2025-02 Accounting Services. I am confident that my skills and experience will align well with the needs of the county.

I am a CPA with 20 years of experience providing auditing services to local governments across Colorado, including counties and municipalities. I retired from auditing in June 2023 and opened Redlands Accounting and Advisory, LLC in January 2024. I have two employees in my firm whose resumes are included in this proposal. My expertise includes budgeting, governmental financial accounting reporting, and internal controls. I am committed to ensuring fiscal responsibility and transparency while supporting the county's financial goals.

Enclosed with this letter is my detailed proposal outlining the services the firm provides, my qualifications, and a proposed timeline and fee structure for the engagement. I am confident that my firm's services will bring value to Huerfano County, Colorado and help in achieving effective and efficient financial management.

I am the managing member and founder of the firm, and my contact information is as follows:

Lisa Hemann
lisa@redlandsaccounting.com
970-270-2061

Sincerely,



Lisa Hemann, CPA
Redlands Accounting and Advisory, LLC

Experience and Reputation

Redlands Accounting and Advisory, LLC (the firm) is a CPA firm that opened for business in January 2024 with the intent to bring governmental accounting and reporting expertise to all of Colorado's local governments regardless of their size. I, Lisa Hemann, am the founder and spent 20 years auditing local governments throughout Colorado. Since opening my firm a year ago, I've been providing accounting and advisory services to Colorado's local governments. My firm is dedicated to Colorado's local governments and their unique accounting and reporting requirements. The firm is located in Grand Junction, Colorado and we're willing to work with clients throughout Colorado.

License to Practice

The firm is a licensed CPA firm properly licensed to practice in Colorado. The firm's license number is FRM.5000713.

Professional Affiliations

The firm is a member of the American Institute of Certified Public Accountants (AICPA), and the Colorado Society of Certified Public Accountants (COCPA).

Accounting Software Experience

- Tyler Incode 9
- CIC
- Quickbooks desktop and online

Services

The services the firm can provide are as follows:

- Monthly bookkeeping services for small local governments.
- Monthly or quarterly financial reporting including budget to actual analysis
- Annual financial statement and footnote preparation in accordance with governmental accounting standards
- Preparation of the annual schedule of expenditures of federal awards in compliance with the requirements of the Uniform Guidance.
- Assistance in preparing for the annual audit and working with the auditors to provide requested information and help ensure a smooth, efficient, and effective process
- Assistance in maintaining a capital asset inventory list and depreciation schedule. We can also assist in performing an annual inventory of the government's capital assets.
- Assistance in completing the annual budget
- Assistance with grants management to ensure that qualified expenditures are made using grant funds and that requests for reimbursement are timely and accurate. This includes grant monitoring to ensure that funds aren't overspent and that matching funds are properly applied.

- Assistance in developing internal control policies and procedures tailored to the size of the local government

Technical and Leadership Experience

I graduated from Colorado Mesa University (formerly Mesa State College) in 2003 with a Bachelor of Science degree in accounting and have been a Certified Public Accountant since 2005. After graduating from college, I went to work with a local Grand Junction CPA firm as an auditor who specialized in local governments and nonprofit organizations. For the next 20 years I worked as an auditor and from 2013 through June 2023 was an audit principal with the firm. I have worked with governments ranging in size from \$100,000 to \$200 million in annual revenues in my capacity as an auditor. I am a member of the Colorado Society of CPAs, the American Institute of CPAs, the GFOA and the Colorado GFOA. I also participate in the COCPA governmental forum and the COCPA governmental conference planning committee.

I was a partner with Chadwick, Steinkirchner, Davis & Co., P.C. from 2013 – 2023 and was the managing principal during 2020 and 2021. Responsibilities during that time included the following:

- Hiring, evaluating, mentoring and leading firm employees
- Organizing firm board meetings
- Preparing the firm budget in line with the firm's strategic plan
- Working with partners to develop the firm's strategic plan
- Developing the partner compensation plan based on individual partner goals in alignment with the firm's goals

As the firm's director of audit services, I had the following responsibilities:

- Develop and update the firm's system of quality control in compliance with the AICPA's professional standards
- Lead and mentor audit staff and assist them in developing goals in alignment with their professional development and the overarching goals of the department and the firm
- Manage a book of business that included between 80 and 100 governmental audits of varying sizes
- Develop training programs for audit staff
- Monitor continuing professional education for the employees of the firm to ensure compliance with professional requirements of the AICPA
- Keep up to date on auditing standards of the AICPA and the Yellow Book standards as promulgated by the General Accountability Office (GAO)
- Keep up to date on accounting standards issued by the Governmental Accounting Standards Board (GASB)
- Monitor the quality of the firm's audit and attest work
- Organize the firm's peer review process every third year in compliance with professional requirements of the AICPA

In my current role as the founder of Redlands Accounting and Advisory, LLC, I have done the following:

- Evaluate client’s accounting structure and internal control policies and procedures to identify any weaknesses and provide advice on ways to address those weaknesses
- Assist in reconciling accounting records to prepare for the annual audit
- Assist in reconciling bank statements and troubleshooting client reconciliations that include errors
- Assistance in troubleshooting the current reconciliation for the Department of Human Services, and proposed entries to properly reconciling the fund with CFMS.
- Assistance with the budget process from meeting with department heads to the final approval of the budget by the BoCC.
- Updating capital asset records and calculating depreciation expense
- Reconciling long-term debt balances including for leases and software agreements in compliance with GASB 87 and 96.
- Preparing financial statements in compliance with generally accepted accounting standards.
- Train staff on specific accounting and reporting tasks
- Budget monitoring throughout the year and assistance in preparing supplemental appropriations for approval by the governing body

Engagement Staff

Benjamin Wood (Benji)

Education:

Master of Accounting, Emporia State University, May 2022

Bachelor’s degree, Accounting, Western Governors University, January 2021

Experience:

Benji has three years of experience providing auditing services to local governments and has been with Redlands Accounting and Advisory, LLC since September 2024. He has passed three sections of the CPA exam and is waiting on the results of the last section so that he can apply for his license. His work has been primarily focused on helping a larger client reconcile and clean up their accounting records so that they are able to complete their audit.

Kylee Cox

Education:

Bachelor of Science, Accounting, Colorado Mesa University, May 2024

Experience:

While attending college Kylee worked for me at my previous firm as an audit intern for 6 months. She then completed a 6-month internship as a bookkeeper and another 6 months in tax with that same firm. In July 2024 she came to work with me at Redlands Accounting and has been helping clients with bank reconciliations, credit card reconciliations, and audit preparation assistance. She is currently studying to take the CPA exam.

We are a growing firm and are preparing to hire an additional employee in the next year to join our team and accommodate our growth.

References

Current client references:

Rio Blanco County, Colorado
Vicky Edwards, Administrator
555 Main Street
Meeker, CO 81641
970-878-9431

Custer County, Colorado
Vernon Roth, Finance Director
205 S 6th Street
Westcliffe, CO 81252
719-783-4207

Audit clients:

Marjorie Wickham
Controller
Montrose County School District
930 Colorado Avenue
Montrose, Colorado 81401
970-249-7726

Kailey Ranta
Finance Director
Town of Telluride, Colorado
P.O. Box 397
Telluride, CO 81435
970-728-2163

Additional references can be provided upon request.

Understanding and Approach

The following proposed services are based on the services you have requested in your request for proposal and services that we can provide that you can consider using.

If we are selected to help you by the county, we will provide an engagement letter that includes the scope of our services, and our fee for the next year. We can begin onboarding on March 26, 2025 and begin our regular monthly services in April 2025.

Onboarding

- We will do an interview with county staff and management to determine how financial information is captured and reported throughout the county. We will do this to identify pain points and potential weaknesses so that we can provide feedback on internal control processes.
- We'll review the current financial information for the county and communicate with staff to identify risk areas and to understand the immediate reconciliation needs of the county
- Gain remote access to your accounting software so that we can pull reports and review accounting information. We'll review the county's current financial information including balance sheets and budget to actual reports and communicate with staff to identify risk areas and to understand the immediate reconciliation needs of the county
- Set up Huerfano County with a secure Sharefile folder so that we can exchange information between our firm and your county securely and maintain a repository for information shared between us
- Work with county personnel to develop a monthly and annual workflow so that all of us understand the "what, where, and when" of the services we'll provide. At the end of the onboarding process we should have a calendar of milestones and monthly tasks to be completed.
- Establish the reporting schedule that you would like us to keep, and the reports that should be provided on a regular basis to management and the BoCC.

Monthly Accounting Assistance

- Gain an understanding of the daily, weekly, monthly and annual workflow in the finance department to allow for continuity and stem disruption
- Work with the county's accounting team to close the county's monthly financial statements to the and review the accountant's work
- Monitor the budget to prevent over-expenditure and identify where supplemental appropriation may be required
- Prepare a monthly financial report for management and the Board of County Commissioners based on their needs
- Review payroll and accounts payable monthly to identify errors
- Provide review of reconciliations performed by county staff or perform reconciliations of the county's balance sheet including the following:
 - Cash reconciliations between the county and the treasurer

- Reconciliations between the county’s department of human services and the State’s CFMS reports.
- Reconciliations of grant revenues and expenditures to help ensure that requests for reimbursements are being completed and that grant receipts and expenditures are properly recorded and reported.
- Daily availability to answer questions and assist with problems as they arise. We can be available via Teams as well as through email and phone calls.

Audit Assistance

- Assist in preparing for and completing the 2024 audit and assist with ensuring that the audit report is submitted to the Office of the State Auditor and the Federal Audit Clearinghouse (if applicable)
- Assist in completion and final review of the 2024 audited financial statements and footnotes. We can prepare the financial statements and footnotes for review by the auditors. We can be available to answer questions and assist in providing information to the auditor to help ensure the timely completion of the 2024 audit.
- Assist in reporting the results of the 2024 audit to the Board of County Commissioners.
- Assist the Analyst in preparing the financial statements and footnotes for the year ended December 31, 2024

Software Conversion Assistance

- Reconcile account balances to be migrated to the new accounting system to ensure that all accounting information in the new software is accurate, complete and reconciles with the old system
- Assist in updating the chart of accounts based on the chart of accounts used by the Colorado State Controller.

Budget Process

- Gain an understanding of the budget process in place at the county
- Work with the county administrator, and the finance staff and department managers to develop a timeline for the 2025 budget process
- Attend budget workshops and/or BoCC meetings either in person or virtually depending on the desires of management and the BoCC
- Support the county administrator in completing the budget process. This can include providing forecasted 2024 final balances and providing accounting help to ensure that the budget numbers make sense for the county including determining available and projected fund balance levels.

Fee Proposal

Our initial onboarding fee is \$6,000 and covers the items included in the onboarding section in the scope of services.

Our monthly subscription fee is based on an estimate of the time it will take to provide the services listed in this proposal spread evenly over the course of the year. If the county has additional needs during the year that fall outside of the scope of our agreement, we will come to a new fee estimate for those services. Our proposed monthly fee for services outlined in this proposal is \$7,500.

Our monthly subscription is good for one year, after which we can coordinate with the county to make sure that our services meet your needs and set a scope of services and fee estimate for the following year.

Our initial engagement will be for one year, but at any time that either Redlands Accounting and Advisory, LLC or Huerfano County, Colorado determines that we need to end our contract, we can do so with 30 days' notice to the other party.

Redlands Accounting and Advisory, LLC

Your governmental accounting specialists

March 18, 2025

Board of Commissioners
Huerfano County, Colorado
Walsenburg, Colorado

Dear Board of Commissioners:

Redlands Accounting and Advisory, LLC (“firm”) is pleased to provide Huerfano County, Colorado (“you”, “your”, “county”) with the professional services described below. This letter, and the attached *Terms and Conditions Addendum* and any other attachments incorporated herein, (collectively, “Agreement”), confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and our firm will be governed by the terms of this Agreement.

Engagement Objective and Scope

The objective of this engagement is to assist the county with the items listed in Exhibit 1 attached to this engagement letter.

You may request that we perform additional services not contemplated in this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that we amend the Agreement or issue a separate agreement to reflect the obligations of all parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this Agreement.

CPA Firm Responsibilities

We will perform our services in accordance with the *Statement on Standards for Consulting Services* issued by the American Institute of Certified Public Accountants (“AICPA”). Such services do not constitute an audit, review, or any other attestation service as those services are defined in AICPA literature applicable to such engagements. Accordingly, these services will not result in the issuance of a written communication to third parties by Redlands Accounting and Advisory, LLC regarding financial data or internal controls, expressing an opinion or conclusion or obtaining or providing any form of assurance.

The above professional services will be performed based on information you provide to us. We will perform our services under the assumption that all information you submit is true, complete and accurate according to documents and other information retained in your files or communications from you. We will not verify or audit this information.

Our engagement does not include any procedures designed to detect fraud, theft, or other wrongdoing. Therefore, our engagement cannot be relied upon to disclose such matters. In addition, we are not

Redlands Accounting and Advisory, LLC

Your governmental accounting specialists

responsible for identifying or communicating deficiencies in your internal controls, unless otherwise specified in the scope of this Agreement. You are responsible for developing and implementing internal controls applicable to your operations.

Redlands Accounting and Advisory, LLC will not make any management decisions or perform management functions on your behalf.

Engagement Deliverables

We anticipate issuing the following deliverable(s) in connection with our services:

- Monthly reports to management which will include significant adjustments or transactions that were discovered during the reconciliation process.

We will provide draft deliverables to you for review and comment, prior to final delivery.

Deliverables will not be prepared on Redlands Accounting and Advisory, LLC letterhead or contain references to Redlands Accounting and Advisory, LLC. These deliverables may be prepared on your letterhead or contain your logo, as instructed by the Board of Commissioners.

- Each deliverable will be provided to the project sponsor and other members of management, as applicable, for their review. Each deliverable is considered an internal report or deliverable that may be distributed as you determine to be appropriate for your needs.
- Redlands Accounting and Advisory, LLC may periodically provide a summary letter or communication specifying deliverables that may have been provided to you. Neither our letter, nor a copy thereof, should accompany any deliverables shared externally. If you attach your own letter when deliverables are shared externally, you agree that such letter will exclude all references to Redlands Accounting and Advisory, LLC.

Any advice and recommendations included in the deliverables will be based upon information you provide.

The deliverables presented as part of this engagement are solely for the internal use of your management and the Board of Commissioners. It is not to be distributed to third parties other than those noted herein, in whole or in part, or used for any other purpose.

You understand and agree that our services may include advice and recommendations based upon our knowledge, training and experience, but at all times, the decisions related to implementation of the advice and recommendations are solely your responsibility. We encourage you to consider our recommendations and advice and implement what you believe is best for your county. If you ask us to assist you in implementing any advice or recommendation, we will confirm this representation in a separate engagement letter.

Redlands Accounting and Advisory, LLC

Your governmental accounting specialists

If, for any reason, we are unable to complete the engagement, we will not issue a deliverable.

Client Responsibilities

Your Support

We will require the support of your personnel in order to achieve timely completion of the engagement. Support includes, but is not limited to, making personnel available to us, providing access to or collecting all relevant documents (paper or electronic), providing timely responses to questions, including requests for your decisions, devoting sufficient resources necessary to achieve the engagement objectives, and the coordination of meetings. Failure to provide such support in a timely manner may negatively affect our ability to fulfill the requirements in the *Engagement Objectives and Scope* and *Engagement Deliverables* sections above within the agreed-upon timeframe.

Project Management

You will designate a member of your management or board who possesses suitable skill, knowledge, or experience (the "Project Sponsor") to oversee the services and conduct of this engagement, including coordination of your resources and review of draft deliverables. You authorize us to accept instructions from the Project Sponsor for this engagement.

The Project Sponsor is responsible for:

- maintaining appropriate oversight of firm personnel;
- timely reviewing and approving the deliverables prepared by our firm during the engagement;
- reporting the results of our services within your reporting structure, including the Board of Commissioners or others charged with governance; and
- evaluating observations and recommendations that arise from the services.

Management Functions

Your management agrees to:

- make all management decisions and perform all management functions, including approving the implementation of any new control procedures and the scope of services to be performed by the firm in the future
- evaluate the adequacy and results of the services performed;
- accept responsibility for the results of the services, including decisions regarding the implementation of any recommendations provided by us; and
- establish and maintain internal controls relevant to your organization, including monitoring ongoing activity related to their operation.

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Your governmental accounting specialists

You acknowledge that, while our firm will help maintain the books and records of your county utilizing accounting software installed on a cloud infrastructure, it is your responsibility to monitor all general ledger entries for proper recording and accuracy through your access to the accounting software.

You agree that your management and employees are responsible for the accuracy and reliability of information provided to us, including but not limited to, the proper recording of transactions, the safekeeping of assets, and the accuracy of the financial statements.

You acknowledge and agree that your failure to comply with the responsibilities enumerated in this section may result in economic or other loss to Huerfano County. You agree to accept responsibility for any consequences of your failure to fulfill your responsibilities.

Timing of the Engagement

We expect to begin our services in March 2025 after the receipt of this executed engagement letter. Our services will conclude upon the earlier of:

- March 31, 2026
- as of the date of our closure letter; or
- 30 days written notification by either party that the Agreement is terminated

Professional Fee

Our professional fee for the services outlined above will be \$7,500 per month plus an onboarding fee of \$6,000 to assess the counties systems and processes. This fee is based upon the complexity of the expected work to be performed, our professional time, and out-of-pocket expenses. In-person trips to the county will be billed for mileage and lodging costs. Circumstances may arise that impact our fee such as, but not limited to, issues encountered with the timely delivery, availability, quality or completeness of the information you provide to us, changes in your personnel or operations that impact our services or other unanticipated items that arise during our engagement and that require additional time in order to complete the agreed-upon services. We will meet with you to discuss costs related to additional unanticipated services and come to a fee agreement for those services before incurring additional costs. You agree that you will deliver all records requested and respond to all inquiries made by our staff to complete this engagement on a timely basis. You agree to pay all fees and expenses incurred whether or not we issue a deliverable.

We appreciate the opportunity to be of service to Huerfano County, Colorado. Please date and execute this Agreement and return it to us to acknowledge your acceptance. We will not initiate services until we receive the executed Agreement.

Very truly yours,

Redlands Accounting and Advisory, LLC



Redlands Accounting and Advisory, LLC

Your governmental accounting specialists

Lisa Hemann, CPA
Managing Member

Response:

This letter and the attached addendum correctly set forth the understanding of Huerfano County, Colorado.

Signatures of those charged with governance:

_____ Signature	_____ Title	_____ Date
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_____ Signature	_____ Title	_____ Date
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_____ Signature	_____ Title	_____ Date
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Redlands Accounting and Advisory, LLC

Your governmental accounting specialists

Redlands Accounting and Advisory, LLC's Terms and Conditions Addendum

Overview

This addendum to the engagement letter describes our standard terms and conditions ("Terms and Conditions") related to our provision of services to you. This addendum, and the accompanying engagement letter, comprise your agreement with us ("Agreement"). If there is any inconsistency between the engagement letter and this *Terms and Conditions Addendum*, the engagement letter will prevail to the extent of the inconsistency.

For the purposes of this *Terms and Conditions Addendum*, any reference to "firm," "we," "us," or "our" is a reference to Redlands Accounting and Advisory, LLC, and any reference to "you," or "your" is a reference to the party or parties that have engaged us to provide services.

Billing and Payment Terms

We will bill you for our professional fees. Payment is due within 30 days of the date on the billing statement. You have thirty (30) days from the invoice date to review the invoice and to communicate to us, in writing, any disagreement with the charges, after which you waive the right to contest the invoice.

We reserve the right to suspend or terminate our work for non-payment of fees. In the event that work is discontinued, either temporarily or permanently, as a result of delinquent payment, we shall not be liable for any damages you may incur as a result of the work stoppage.

Termination and Withdrawal

Either party may terminate this Agreement at any time, and we reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, non-payment of fees, your failure to comply with the terms of this Agreement, or as we determine professional standards require. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines.

If this Agreement is terminated before services are completed, you agree to compensate us for the services performed and expenses incurred through the effective date of termination.

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within

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Your governmental accounting specialists

your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, “hard copy” format or other medium.

Conflicts of Interest

If we, in our sole discretion, believe a conflict of interest has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to suspend or terminate our services without issuing our work product.

Client Portals

We will utilize Sharefile, a collaborative, virtual workspace in a protected, online environment. Sharefile permits real-time collaboration across geographic boundaries and time zones and allows Redlands Accounting and Advisory, LLC and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use Sharefile, you may be required by the provider of Sharefile to execute a client portal agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that we have no responsibility for the activities of Sharefile and agree to indemnify and hold us harmless with respect to any and all claims arising from your misuse of Sharefile.

Redlands Accounting and Advisory, LLC is not a host for any of your information. You are responsible for maintaining your own copy of this information. We do not provide back-up services for any of your data or records, including information we provide to you. Portals are utilized solely as a method of transferring data and are not intended for the storage of your information. Information on a portal may be deleted by Redlands Accounting and Advisory, LLC.

If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal, you agree that we are not responsible for any liability, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any damages arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

Records Management

Record Retention and Ownership

We will return any original records and documents you provide to us on or before the conclusion of the engagement. Our copies of your records and documents are solely for our documentation purposes and are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations. You are responsible for maintaining complete and accurate books and

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records, which may include financial statements, schedules, tax returns and other deliverables provided to you by us. If we provide deliverables or other records to you via an information portal, you must download this information within 120 days. Professional standards preclude us from being the sole repository of your original data, records, or information.

Workpapers and other documents created by us are our property and will remain in our control. Copies are not to be distributed without your written request and our prior written consent. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements. A copy of our record retention policy is available upon request.

Our firm destroys workpaper files after a period of 7 years. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period, as stated in our record retention policy.

Working Paper Access Requests by Regulators and Others

State, federal and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, the sale of your organization, or the sale of our accounting practice. If requested, access to such workpapers will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive a request for copies of selected workpapers, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

Summons or Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take

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no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

Confidentiality

In providing services to you, we may require information that is considered confidential and may include Personally Identifiable Information (PII), i.e. information that can be used to distinguish or trace an individual's identity such as address, bank account and social security information. We treat all client information, including PII, as confidential and have a duty to do so based on the standards promulgated by the American Institute of Certified Public Accountants as well as applicable laws and regulations. You agree to only provide us with information, including PII, that is necessary for us to provide services to you in accordance with the Agreement.

Referrals

In the course of providing services to you, you may request referrals to products or professionals such as attorneys, brokers, or investment advisors. We may identify professional(s) or product(s) for your consideration. However, you are responsible for evaluating, selecting, and retaining any professional or product and determining if the professional or product meets your needs. You agree that we will not oversee the activities of and have no responsibility for the work product of any professional or the suitability of any product we refer to you or that you separately retain. Further, we are not responsible for any services we perform that fail to meet the intended outcomes as a result of relying on the services of other professionals or products you may retain.

Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may encounter. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may or may not be appropriate to proceed with a decision solely on the basis of any oral or email communication from us. You accept all responsibility, except to the extent caused by our gross negligence or willful misconduct, for any liability, including but not limited to additional tax, penalties or interest resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this service in a separate agreement.

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Brokerage, Investment Advisory or Digital Asset Statements

If you provide our firm with copies of brokerage, investment advisor, or digital asset statements, we will use the information solely for the purpose described in the *Engagement Objective and Scope* section of this Agreement. We will rely on the accuracy of the information provided in the statements and will not undertake any action to verify this information. We will not monitor transactions, investment activity, provide investment advice, or supervise the actions of the entity or individuals entering into transactions or investment activities on your behalf.

Disclaimer of Legal and Investment Advice

Our services under this Agreement do not constitute investment advice unless specifically engaged in the *Engagement Objective and Scope* section of this Agreement. Our services under this Agreement do not constitute legal advice.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

Marketing and Educational Communications

Newsletters, updates, explanations of technical developments or similar communications to you we may periodically send to you are strictly for marketing or general educational purposes and should not be construed as professional advice on which you may rely. These communications, by themselves, do not create a contractual relationship between us and you, a binding obligation for us to provide services to you, nor a requirement on our part to monitor issues for you.

Mediation

If a dispute arises out of or relates to this Agreement, including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association (“AAA”) under the *AAA Accounting and Related Services Arbitration Rules and Mediation Procedures* before resorting to arbitration, litigation, or any other dispute resolution procedure. The mediator will be selected by mutual

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agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be conducted in Colorado.

The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

This provision shall not apply to any dispute related to our billing and/or invoices.

Indemnification of Redlands Accounting and Advisory, LLC

Unless otherwise stated in the Agreement, you agree to indemnify, defend, and hold harmless Redlands Accounting and Advisory, LLC and any of its partners, principals, shareholders, officers, directors, members, employees, agents or assigns with respect to any and all claims made by third parties arising from this engagement, regardless of the nature of the claim, and including the negligence of any party, excepting claims arising from the gross negligence or intentional acts of Redlands Accounting and Advisory, LLC.

Insurance

Redlands Accounting and Advisory, LLC shall, during the term of the engagement and for 1 year after termination of same by either you or us, maintain in full force and effect, accountant's professional liability insurance coverage from an insurer or insurers licensed to conduct business in the state of Colorado. As of the policy effective date, such insurer or insurers shall be rated A- (Excellent), by A.M. Best with a Financial Size Category of Class VII or greater. Premiums for said insurance policy shall be paid by Redlands Accounting and Advisory, LLC.

Upon your written request, the firm shall furnish certificates of insurance for the required insurance coverage. Such certificate of insurance shall indicate the minimum limits of liability per claim and in the aggregate, as required by you.

Independent Contractor

When providing services to your company, we will be functioning as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Our obligations under this Agreement are solely obligations of Redlands Accounting and Advisory, LLC, and no partner, principal, employee or agent of the firm shall be subjected to any personal liability whatsoever to you or any person or entity.

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Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Survivability

The following sections of this Terms and Conditions Addendum shall survive termination of the Agreement: Limitation of Liability, Limitation of Damages, Indemnification, and Statute of Limitations.

Assignment

All parties acknowledge and agree that the terms and conditions of this Agreement shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

Force Majeure

Neither party shall be held liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, epidemics or pandemics as defined by The Centers for Disease Control and Prevention, or any law, order or requirement of any governmental agency or authority. However, no Force Majeure event shall excuse you of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this Agreement.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature is intended to authenticate a written signature, shall be valid, and shall have the same force and effect as a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. Documents may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

Entire Agreement

This Agreement, including this *Terms and Conditions Addendum* and any other attachments, encompass the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this Agreement must be made in writing and signed by both parties. This Agreement has been entered into solely between you and Redlands Accounting and Advisory, LLC, and no third-party beneficiaries are created hereby.

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Exhibit 1

Proposed Services

The following details the services that Redlands Accounting and Advisory can provide through March 31, 2026:

Onboarding

- We will do an interview with county staff and management to determine how financial information is captured and reported throughout the county. We will do this to identify pain points and potential weaknesses so that we can provide feedback on internal control processes.
- We'll review the current financial information for the county and communicate with staff to identify risk areas and to understand the immediate reconciliation needs of the county
- Gain remote access to your accounting software so that we can pull reports and review accounting information. We'll review the county's current financial information including balance sheets and budget to actual reports and communicate with staff to identify risk areas and to understand the immediate reconciliation needs of the county
- Set up Huerfano County with a secure Sharefile folder so that we can exchange information between our firm and your county securely and maintain a repository for information shared between us
- Work with county personnel to develop a monthly and annual workflow so that all of us understand the "what, where, and when" of the services we'll provide. At the end of the onboarding process we should have a calendar of milestones and monthly tasks to be completed.
- Establish the reporting schedule that you would like us to keep, and the reports that should be provided on a regular basis to management and the BoCC.

Monthly Accounting Assistance

- Gain an understanding of the daily, weekly, monthly and annual workflow in the finance department to allow for continuity and stem disruption
- Work with the county's accounting team to close the county's monthly financial statements to the and review the accountant's work
- Monitor the budget to prevent over-expenditure and identify where supplemental appropriation may be required
- Prepare a monthly financial report for management and the Board of County Commissioners based on their needs
- Review payroll and accounts payable monthly to identify errors
- Provide review of reconciliations performed by county staff or perform reconciliations of the county's balance sheet including the following:
 - Cash reconciliations between the county and the treasurer

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- Reconciliations between the county's department of human services and the State's CFMS reports.
- Reconciliations of grant revenues and expenditures to help ensure that requests for reimbursements are being completed and that grant receipts and expenditures are properly recorded and reported.
- Daily availability to answer questions and assist with problems as they arise. We can be available via Teams as well as through email and phone calls.

Audit Assistance

- Assist in preparing for and completing the 2024 audit and assist with ensuring that the audit report is submitted to the Office of the State Auditor and the Federal Audit Clearinghouse (if applicable)
- Assist in completion and final review of the 2024 audited financial statements and footnotes. We can prepare the financial statements and footnotes for review by the auditors. We can be available to answer questions and assist in providing information to the auditor to help ensure the timely completion of the 2024 audit.
- Assist in reporting the results of the 2024 audit to the Board of County Commissioners.
- Assist the Analyst in preparing the financial statements and footnotes for the year ended December 31, 2024

Software Conversion Assistance

- Reconcile account balances to be migrated to the new accounting system to ensure that all accounting information in the new software is accurate, complete and reconciles with the old system
- Assist in updating the chart of accounts based on the chart of accounts used by the Colorado State Controller.

Budget Process

- Gain an understanding of the budget process in place at the county
- Work with the county administrator, and the finance staff and department managers to develop a timeline for the 2026 budget process
- Attend budget workshops and/or BoCC meetings either in person or virtually depending on the desires of management and the BoCC
- Support the county administrator in completing the budget process. This can include providing forecasted 2025 final balances and providing accounting help to ensure that the budget numbers make sense for the county including determining available and projected fund balance levels.



MEMORANDUM

MEETING TYPE: Board of County Commissioners Regular Meeting

MEETING DATE: December 17th, 2024

ITEM NAME: Communications Center Overtime Payout

SUBMITTED BY: Brittney Ciarlo, Emergency Manager

SUMMARY: I am requesting that all overtime be paid out for Communications Center staff for the period of January 1, 2025 - March 10, 2025 while we have two new hires in training.

RECOMMENDATION: The BOCC will approve all worked overtime be paid out for the Emergency Services staff from January 1, 2025- March 10, 2025.

BACKGROUND: Currently, the Emergency Services/Public Communications department has three open positions. We have two that start the 12-week training course on Dec. 16th. We will not be able to hire the third and final position until after this round of training is completed.

With the currently trained and available staff, we have moved the manager to cover a full time day shift and train one new hire. The night supervisor will continue his shift with a trainee as well. We will not have a second dispatcher available for days until the training is complete. This only leaves the night supervisor (with a trainee) the only flex coverage we have for the next 12 week period.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR:
NOTES:

Signed by:


5FD25A4B7F614C1



MEMORANDUM

MEETING TYPE: Board of County Commissioners Regular Meeting

MEETING DATE: March 25th, 2025

ITEM NAME: Communications Center Overtime Payout

SUBMITTED BY: Robert Gilbert, Acting Emergency Manager

SUMMARY: I am requesting an extension of the existing approved overtime payout request (see attached memo for reference) expiring March 10th through June 28, 2025 for Communications Center staff to cover training new hires and a dispatcher who will be out on FMLA.

RECOMMENDATION: Recommend the BOCC move to approve the payout of OT for dispatch employees through June 28, 2025 to cover training new hires and a dispatcher who will be on leave.

BACKGROUND: Currently, the Emergency Services/Public Communications department is short two dispatcher positions. We have one of our three recent hires who has completed training and will be working on their own as of March 27; however another new hire will need 10-12 more weeks of training before they are able to work independently and the third needs additional training to be ready.

A fourth dispatcher will be on FMLA as of April 2. Additional hiring is not practical until current new hires are trained and ready to operate on their own. Our dispatch manager continues to cover day shifts while training, and our night supervisor is also training a new hire while covering shifts, meaning that our flex coverage will be severely limited between April 2 and the end of June. As trainees graduate, we will evaluate staffing options and further hiring later this year.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:



Hunting Lease Agreement

It is agreed by and between the parties hereto as follows: Huerfano County known as “Lessor” and Colorado Mountains and Plains Outfitters Known as “Lessee”.

Lessor agrees to provide access and the exclusive hunting rights, and predator control of the Thorne Ranch Located at the intersection of Highway 69 and County Road 520. Lessor also agrees that the Lessee has the first right of refusal on continuing said lease.

Lessee agrees to maintain the insurance the lessor has requested for the duration of the lease. Lessee agrees to comply with all Colorado Game Laws and to be good stewards of the Land. Lesse is registered, bonded and insured as required by Colorado. License #2355

Both parties agree That Lessee will pay \$3,000 per year, for 4 years. Starting 03/1/2025 and ending on the date the grazing and farming lease expires 03/01/2028 (Jared Coulter). Payments, will made in two \$1,500 installments per year. Payment will be made as follows:

- \$2,000 to Huerfano County, mailed or delivered to the Huerfano County Finance Office, 401 Main Street, Suite 310, Walsenburg, CO 81089
- \$1,000 to (Jared Coulter) holding the grazing and farming lease as requested.

Lessor Signature _____

Lessee Signature _____

Date _____

Date _____



February 12, 2025

HUERFANO COUNTY SHERIFFS OFFICE
500 S ALBERT AVE
WALSENBURG, CO 81089

Re: General assignment of your vendor Colorado Huntsman Transport LLC
EIN #88-1549637 MC#1534920 USDOT#4050798

Dear Accounts Payable Manager:

We have obtained the services of Capital Credit Incorporated as a source of capital funding. The availability of this service will enable us to serve our customers in a more efficient manner. This letter will serve as written notice that Capital Credit Incorporated has been granted and assigned a security interest in the accounts receivable of Colorado Huntsman Transport LLC. Therefore, payments for our invoices should be made payable to and mailed directly to:

By check to:
Capital Credit Incorporated
for the account of: Colorado Huntsman Transport
LLC
P.O. Box 204695
Dallas, TX 75320-4695

By EFT to:
Bank: Heritage Bank of Commerce
ABA#: 121142287
Account Name: Capital Credit Incorporated
Account#: 511008118

payments@capitalcreditincorporated.com

Please forward remittance advice to:

This assignment has been duly recorded under the Uniform Commercial Code. Please make proper notations on your ledger and acknowledge the receipt of this letter by signing below and returning it to **Capital Credit Incorporated**.

This notice shall remain in full force and effect until you are notified by Capital Credit Incorporated to the contrary. Our goal is to make our invoicing as efficient for you as possible. If there are any changes you would like to see or any questions concerning your billing or this letter, please call Capital Credit Incorporated at (800) 716-4830. Capital Credit Incorporated must be promptly notified of any claims or offsets against any invoice.

Thank you for allowing us to serve you better.

Sincerely,

DocuSigned by:
Robyn Crisp
7167E31131E4F3
Robyn Crisp, Director of Administration

DocuSigned by:
Lewis Merrifield
5B535085AEE0427
CCI OFFICER: Lewis Merrifield, Vice President

Acknowledgment Signature:

Company name: _____
Acknowledged by: _____
Print name / title: _____
Date: _____
Phone #: _____
Fax #: _____
A/P Email Address: _____

Please complete acknowledgement section and e-mail back to
NOA@capitalcreditincorporated.com

Huerfano County Finance Office

401 Main Street, Suite 310
 Walsenburg, CO 81089
 719-738-3000 Ext. 210



VENDOR APPLICATION FORM

VENDOR INFORMATION

COMPANY / FIRM NAME as shown on Federal Tax Return

VENDOR ID. if applicable

Colorado Huntsman Transport LLC

ALTERNATE NAME if applicable / (doing business as)

TAX ID NUMBER FEIN OR SSN

88-1549637

Huntsman Transport

POINT OF CONTACT NAME

TITLE

Robyn Crisp

Director of Administration

VENDOR ADDRESS

6577 Latah Ln. Colorado Springs, CO 80911

PAYMENT ADDRESS if different from address above

**Capital Credit Incorporated for the account of: Colorado Huntsman Transport LLC
 P.O. Box 204695 Dallas, TX 75320-4695**

PHONE

FAX

VENDOR EMAIL

715-864-9297

admin@huntsman-transport.com

TAX EXEMPT? Y or N

VENDOR WEBSITE

N

www.huntsmantransport.com

ORGANIZATION TYPE

Corporation

Individual / Sole Proprietor

Joint Venture

LLC

Partnership / Limited Partnership

Non Profit

Separate checks?

Accept purchasing card? e.g. Visa, MC, etc.

BANKING INFORMATION

YES

YES

ACCOUNT NO. **511008118**

NO

NO

ROUTING NO. **121142287**

REQUESTOR / VENDOR'S NAME

SIGNATURE

DATE REQUESTED / SENT

Robyn Crisp

2/18/25

INTERNAL USE ONLY

VENDOR ID

DATE RECEIVED

DATE PAYMENT PROCESSED

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Colorado Huntsman Transport LLC

2 Business name/disregarded entity name, if different from above
Huntsman Transport

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6577 Latah Lane

6 City, state, and ZIP code
Colorado Springs, CO 80911

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-					
--	--	--	---	--	--	--	--	--

or

Employer identification number

8	8	-	1	5	4	9	6	3	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ 

Date ▶ 12/24/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

PURCHASE ORDER

Huerfano County

Purchase Order#: 2025025

Purchase OrderDate: 1/31/2025

Vendor: HRS COLORADO, LLC / 8537
6950 S POTOMAC STREET, SUITE 200
CENTENNIAL, CO 80112

Ship To: 401 Main Street -
Walsenburg CO, 81089
719-738-3000 ext. 210

Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
COR 5	1	\$7,495.00	\$7,495.00	069-49000-51952
COR 4	1	\$7,200.00	\$7,200.00	069-49000-51952
COR 3	1	\$12,885.00	\$12,885.00	069-49000-51952
COR 2	1	\$5,350.00	\$5,350.00	069-49000-51952
COR 1	1	\$28,700.00	\$28,700.00	069-49000-51952
129 Kansas Project	1	\$159,210.00	\$159,210.00	069-49000-51952
TOTAL:			\$220,840.00	

NOTES:

Kansas Bldg project with Mckinstry- Sub for abatement work done by SRS Restoration Services

APPROVALS:

Approving Authority: _____

Budget Officer: _____

PURCHASE ORDER

Huerfano County

Purchase Order#: 2025055

Purchase OrderDate: 3/21/2025

Vendor: **STATEWIDE INTERNET PORTAL / 7939**
950 South Cherry St Suite 900
DENVER, CO 80246

Ship To: **401 Main Street -**
Walsenburg CO, 81089
719-738-3000 ext. 210

Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
Granicus SmartGov Program	1	\$9,787.26	\$9,787.26	001-40124-51719
TOTAL:			\$9,787.26	

NOTES:

APPROVALS:

Approving Authority: _____

Budget Officer: _____

Statewide Internet Portal Authority (SIPA)

Item 7k.

Company Address 950 S. Cherry St.
Suite 900
Denver, CO 80246
US

Created Date 3/21/2025
Expiration Date 3/31/2025
Quote Number 00004909

Prepared By Heather Nelson
Phone (720) 409-5638
Email heather@cosipa.gov

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

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

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

Product	Line Item Description	Sales Price	Quantity	Total Price
SmartGov Connector Merchant	Term: 04/01/2025 to 03/31/2026	\$1,276.50	1.00	\$1,276.50
SmartGov - Enterprise	Term: 04/01/2025 to 03/31/2026	\$8,510.76	1.00	\$8,510.76

Description Quote for Huerfano County to renew the listed Granicus SmartGov products and/or services for the Term: 04/01/2025 to 03/31/2026, with the option to renew at the end of the term.

Grand Total \$9,787.26

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

Additional Details

Additional Details Please note: Subscription fees are not refundable.

Please note: Subscription fees may increase at renewal.

Please note: Annual Subscription fees are due at the beginning of the period of performance.

Period of Performance: 04/01/2025 to 03/31/2026

Please note: This is not an invoice. Please do not submit payment until you have received an invoice. Invoice will be sent at the beginning of the Term, with Net 45 payment terms.

PRODUCT DESCRIPTIONS

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE: : [HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

SmartGov Connector Merchant

Connection to one merchant in the back office and/or portal from a list of available options. Subscriber remains responsible for the relationship with the provider

SmartGov - Enterprise

Annual subscription to SmartGov software for: Permitting, Licensing, and Code Enforcement. Subscription includes the Public Portal.

TERMS AND CONDITIONS

Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

Item 7k.

This Quote is governed by the Eligible Governmental Entity (EGE) Terms with Granicus available at:
https://granicus.com/pdfs/CO_SIPA_EGE_Master_Subscription_Agreement.pdf

SIPA is committed to providing solutions that can be used in a Web Content Accessibility Guidelines (WCAG) compliant fashion. However, SIPA cannot certify that this product is compliant with the latest version of WCAG and cannot assume responsibility for non-compliance. We encourage you to perform your own assessment on the suitability of this product for your needs, which may include reaching out to Granicus directly for more information.

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

Quote Acceptance Information

Signature _____
Name _____
Title _____
Date _____

Karl S. Sporleder, Chairman
Mitchell Wardell, Commissioner
James L. Chamberlain, Commissioner



Board of County Commissioners

The City of Walsenburg
ATTN: Joseph Stillwell, City Administrator
525 South Albert Ave
Walsenburg, Colorado 81089

March 25, 2025

RE: Law Enforcement Services Agreement No. 2 – Notice of Material Breach

Dear Mayor Vezzani and Walsenburg City Council,

On January 16, 2025 we entered into an agreement to continue to provide extra law enforcement services for the City as the new Police Department is established.

We have not received a check since January or any notice that payments would decrease as agreed upon. Pursuant to Section 10(b) of the agreement this constitutes a material breach of the agreement. We request the City correct this breach no later than April 8, 2025. If we do not receive a response in writing by 10AM on April 8, 2025 this agreement will be terminated as of that date and time.

If the City is agreeable, we will also accept mutual termination of the agreement as of January 31, 2025.

The County will continue to do everything we can to support the new City Police Department. Rest assured that the Sheriff's Office will of course continue to provide mutual aid and perform our statutorily required duty.

Sincerely,

Karl S. Sporleder, Chairman

Mitchell Wardell, Commissioner

James L. Chamberlain, Commissioner

Bruce Newman, Sheriff

**INTERGOVERNMENTAL AGREEMENT NO. 2
FOR LAW ENFORCEMENT SERVICES**

Between

CITY COUNCIL OF CITY OF WALSENBURG, COLORADO

And

HUERFANO COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, the City of Walsenburg is a political subdivision of the state of Colorado wholly located within the County of Huerfano, State of Colorado and incorporated as a statutory city pursuant to Title 31, Colorado Revised Statutes (2024); and

WHEREAS, Huerfano County is a political subdivision of the State of Colorado, organized, existing and operating pursuant to Title 30, Colorado Revised Statutes (2024); and

WHEREAS, C.R.S. §30-11-410(1) (2024) authorizes the governing body of a municipality and the board of county commissioners to contract for the purpose of providing law enforcement, including enforcement of municipal ordinances, by the sheriff within the boundaries of the municipality; and

WHEREAS, C.R.S. §29-1-203(1) authorizes governments to cooperate or contract with one another to provide any function, service or facility with the approval of its legislative body; and

WHEREAS, the Colorado Constitution, Art. XIV, Sec. 18(2)(a) authorizes Colorado governments to cooperate or enter into intergovernmental agreements to provide any function or service lawfully authorized to each of the governments if authorized with the approval of the legislative body or other authority to so approve; and

WHEREAS, the City Council of the City of Walsenburg desires to enter into an Agreement with the County Commissioners of Huerfano County to permit Huerfano County to provide law enforcement services and dispatch services to the City of Walsenburg; and

WHEREAS, the Huerfano County Commissioners are willing and able to provide law enforcement and dispatch services to the City of Walsenburg upon the terms and conditions set forth in the Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth in the Agreement, and for such other and further consideration set forth in the Agreement, the City Council of the City of Walsenburg, Colorado and the County of Huerfano, Colorado mutually covenant and agree as follows.

This Intergovernmental Agreement (the “Agreement”) is entered into by and between the City Council of the City of Walsenburg, Colorado (the “City”) and the Huerfano County Board of County Commissioners (the “County”) (individually “Party”, jointly “Parties”) pursuant to the authority set forth in C.R.S. §30-11-410(1) (2024).

Purpose. The purpose of this Agreement is to provide a means of transition allowing the City to move from solely using the County for law enforcement services to the re-establishment of a city police force by employing appropriate personnel and acquiring appropriate equipment over an indeterminate period.

1. **Term:** The Agreement term commences January 1, 2025, and shall continue indefinitely until the City has re-established a city police force and the payment to the County equals zero according to the payment schedule set forth in paragraph 2 below or until terminated upon mutual written agreement of the Parties. Upon payment to the County reaching zero, the Parties shall execute a written acknowledgement that the Agreement is terminated. The Agreement may also be terminated pursuant to the provisions of section 11 below.

2. **Consideration For Law Enforcement Services**
 - a. The City shall pay the County a total annual amount of \$897,204 (the “Base Annual Payment”) in monthly installments of \$74,767 (the “Base Monthly Payment”) as adjusted from time to time pursuant to Schedule A set forth below.

 - b. Payment. On or before the due date, the City shall pay to the Huerfano County Treasurer a monthly payment in the amount provided in Schedule A below in consideration of law enforcement services provided to the City by the County during the prior calendar month.

 - c. Reduction in Service. As the City phases in a police department and employs police department staff, law enforcement services provided by the Sheriff’s Office will be phased out and payment by the City to the County adjusted according to Schedule A.

 - d. Schedule A.
 - i. All percentages shown in Schedule A are percentages of the Base Annual Payment set forth in paragraph 2(a) above.

 - ii. The percentage reductions shown in Schedule A shall be effective on the first day of the month following the first day that the police department employee (“Employee”) reports to work.

 - iii. During the term of the Agreement, where a percentage reduction occurs and subsequently the Employee’s employment terminates for any reason, the percentage reduction shall be reversed effective the first day of the month following the termination. When the position is refilled the reduction shall be reinstated pursuant to paragraph d(ii) above.

SCHEDULE A					
	Amount Monthly Payment Decrease	Amount Annual Payment Decrease	Percent Decrease	Adjusted Monthly Payment	Adjusted Annual Payment
Base Amts	\$ -	\$ -	0%	\$ 74,767.00	\$ 897,204.00
Police Chief	\$ 22,430.10	\$ 269,161.20	30.0%	\$ 52,336.90	\$ 628,042.80
Sergeant	\$ 7,476.70	\$ 89,720.40	10.0%	\$ 44,860.20	\$ 538,322.40
Admin	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 39,252.68	\$ 471,032.10
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 33,645.16	\$ 403,741.80
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 28,037.64	\$ 336,451.50
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 22,430.12	\$ 269,161.20
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 16,822.60	\$ 201,870.90
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 11,215.08	\$ 134,580.60
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 5,607.56	\$ 67,290.30
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ -	\$ -
	\$ 74,767.00	\$ 897,204.00	100.0%		

e. Due date.

- i. Each monthly payment is due on or before the 15th day of each month or on the following business day when the 15th falls on a weekend or on a County or City holiday (the “due date”).

f. Late Payments.

- i. Payments received by the Huerfano County Treasurer after the 20th day of the month shall be deemed late (“late payment”).
- ii. A late payment is subject to twelve-percent (12.0%) per annum interest commencing on the due date through the date the late payment is received by the Huerfano County Treasurer.

- g. Fee Increases. The Base Annual Payment will increase by 5% effective January 1, 2026 and each January 1 thereafter.

3. **Law enforcement services provided by the County to the City are as follows:**

- a. Twenty-four-hour a day general patrol service, general law enforcement services, and investigative services, under the supervision and direction of the Huerfano County Sheriff. The Sheriff will exercise best efforts to provide a minimum of one deputy at all times to provide law enforcement services to the City.
- b. General law enforcement services provided include, but are not limited to:
 - i. enforcement of Colorado state statutes;
 - ii. investigation of criminal offenses;

- iii. investigation of traffic accidents;
- iv. general traffic enforcement;
- v. business checks by foot patrol or by vehicle;
- vi. vacation checks of private residences (as requested); and
- vii. development and maintenance of crime prevention programs for commercial and residential use.
- viii. Also provided as ancillary to law enforcement services provided are the following:
 - A. patrol training;
 - B. court appearances required to prosecute in-City matters;
 - C. other law enforcement services for the City requiring County resources will be provided by the County at the Sheriff's discretion.
- c. Additional law enforcement services, not set forth above, will be regulated and controlled by the Huerfano County Sheriff taking into account City requests, budgeting and staffing exigencies for the Sheriff's Department, the need for patrol in the City and elsewhere in the County, emergencies or special events in the City and the requirements of reasonable and adequate law enforcement services elsewhere in the County.
- d. The following are not included as general law enforcement services provided to the City:
 - i. enforcement of the Walsenburg Municipal Code except where an equivalent Colorado statute exists;
 - ii. "animal control" which term does not include vicious dog offenses resulting in injury to persons or animals but does include capture and impoundment of vicious dogs.
- e. Summons and complaints.
 - i. Subject to direction by the city attorney or the municipal judge, summons and complaints should, when possible, be written into municipal court rather than county court.
 - ii. To avoid confusion over possible differences in the law, citations for alleged violations of the Model Traffic Code shall be cited into the Huerfano County Court until the City adopts the same edition of the Model Traffic Code as the County at which time Model Traffic Code citations will be cited into municipal court.
- f. Court Appearances and Records.

- i. The deputies issuing complaints and summons or citations will appear in county court or municipal court if subpoenaed at the prescribed date and time to give testimony and evidence relevant to the matter.
 - ii. The Sheriff's Department will maintain all records necessary and customary for proper and efficient law enforcement administration.
 - A. City officials will have access to records as they relate to the City during normal working hours and at times convenient to the Sheriff's Department except that access to records of specific cases and/or ongoing investigations are subject to the provisions of the Colorado Open Records Act and other applicable law.
 - B. Records compiled by the Sheriff's Department pursuant to the Agreement will be maintained in accordance with the Federal Privacy Act and pursuant to all other state and federal laws regarding criminal justice records, sealed records, criminal records and histories and limited access thereof.
 - g. Transition in Services.
 - i. The Parties understand and agree that the services enumerated in this Part 3 will reduce over time as discussed in sections c and d of part 2 of this agreement.
4. Arrests.
- a. Arrests may be made and summons issued under the ordinances of the City. The municipal attorney shall prosecute such a case when the need arises.
5. Detention.
- a. If any person is sentenced to detention by the Walsenburg Municipal Court, the City shall be obligated to pay for any period of incarceration at the normal daily rate charged for Municipal incarceration.
6. Transportation.
- a. If any person is transported by order of the Walsenburg Municipal Court for more than thirty (30) miles, one way, other than at the request or consent of the County, the City shall be obligated to pay for per mile transport costs over thirty (30) miles one way at a charge of one dollar (\$1.00) per mile.
7. Disposition of Fines.
- a. All fines collected under the authority of municipal ordinances shall be paid to the City.
 - b. All traffic fines collected resulting in violations of the Huerfano County Model Traffic Code within the City limits on non-state and/or non-federal roadways shall be paid forty percent (40%) to the City and sixty percent (60%) to the County in accordance with current practices pursuant to appropriate state law. The County will pay the City its forty

percent (40%) within forty-five (45) days after the end of the month the fine was actually collected and submitted to the County by the Court.

8. Scheduling.

- a. The Sheriff shall determine all scheduling, duty officers, patrol areas, patrol times, performance standards, and personnel management.

9. Certification and Uniforms.

- a. Each Deputy Sheriff shall be certified or otherwise comply with the provisions of C.R.S. § 24-33.5-301(2024), *et seq.* Deputies shall wear Huerfano County uniforms only.

10. City Council Attendance.

- a. Periodically, and upon request, the Sheriff or his designated representative, shall attend City Council meetings to discuss mutual concerns that may arise. The City will provide the Sheriff's Department written notice of the requested meeting a minimum of seven (7) business days prior to the date of the meeting.

11. Termination; Grievances; Breach:

- a. Termination. Either Party may terminate the Agreement by giving the other Party a minimum of ninety (90) calendar days' written notice prior to the termination effective date. In the event of termination, the City will pay the County for all law enforcement services provided under the Agreement prorated up to and including the day of termination.
- b. Material breach. If either Party believes there has been a material breach to the Agreement, including but not limited to failure to pay timely or failure to provide services, the grieved Party shall bring the material breach to the attention of the other Party and allow ten (10) calendar days to correct the breach before terminating the Agreement.
- c. Grievance. Any grievance on behalf of the County or the Department will be submitted to the City Administrator in writing within five (5) business days of the event. Any grievance on behalf of the City will be submitted to the Huerfano County Sheriff and the County Administrator in writing within five (5) business days of the event.

12. GENERAL PROVISIONS

- a. The Parties shall reasonably cooperate with each other and with the Huerfano County Sheriff's Department, and their respective agents and employees to facilitate the performance of the Agreement.
- b. Both Parties acknowledge their respective duties under C.R.S. §29-1-205(a) to include the Agreement in their respective informational list of all contracts in effect with other political subdivisions with the Colorado Department of Local Affairs within thirty days after receiving a written request from the division of local government.

- c. Failure to appropriate. The Agreement is subject to annual appropriations by each Party as required by law. If the City fails to appropriate or otherwise make available funds sufficient to fulfill the Agreement, the County may unilaterally terminate the Agreement in accordance with section 11 above.

13. County Employees.

- a. Personnel providing services under the provisions of the Agreement remain County employees at all times and are not City employees for any purpose.
- b. The County will pay all employee wages, salaries and benefits. The County is responsible for all deductions, withholdings and accrual of benefits, if any, with respect to such wages and salaries.
- c. No County employee is entitled to any City employment benefits whatsoever, including, but not limited to, Worker's Compensation Insurance.

14. Injury and Sickness.

- a. The City shall not be liable the County, Department or their officers, employees and agents for injuries or sickness arising out of acts or omissions during the provision of the law enforcement services provided under the Agreement; and the City shall not be liable to provide insurance, compensation or indemnity for any County or Department employee.

15. Independent Contractor.

- a. The Huerfano County Sheriff's Department ("Department") is a department of the County of Huerfano. The County and Department stand as an independent contractor with respect to the City under this Agreement.
- b. No officer, employee or agent of the City shall be deemed an officer, employee or agent of the County or the Department; and, no officer, agent or employee of the County or Department shall be deemed an officer, employee or agent of the City. The Department, acting for the County, is in complete charge, control and supervision of all law enforcement services provided under the Agreement and will provide all equipment necessary to provide the services.

16. Liability.

- a. The County, the Department and their elected officials, employees and agents shall not be deemed to assume any liability for intentional or negligent acts of the City or the officers, employees or agents.
- b. The City and its elected officials, employees and agents shall not be deemed to assume any liability for intentional or negligent acts of the County, the Department or their City's officers, employees or agents.

- c. The City shall, to the extent it may legally do and subject to the provisions of C.R.S. §24-10-101, *et seq.*, defend and hold harmless the County and the Department, their elected officials, employees and agents against any claim for damages resulting from the proper enforcement of any duly enacted municipal ordinance. However, nothing in the Agreement obligates the City to be liable for any claim of punitive damages.
- d. The City shall not be liable for compensation or indemnity for any County or Department employee, officer or agent resulting from injury or sickness arising out of employment by the County or Department or their provision of law enforcement services under the Agreement. The County shall, to the extent it may legally do so and subject to the provisions of C.R.S. §24-10-101, *et seq.*, defend and hold harmless the City against such claims and provide any required worker's compensation insurance coverage and unemployment insurance coverage for County and Department employees.
- e. No provision of the Agreement shall be construed to constitute a waiver of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

17. INDEPENDENT CONTRACTOR STATUS.

- a. IT IS EXPRESSLY ACKNOWLEDGED BY THE COUNTY AND THE DEPARTMENT THAT THE COUNTY AND DEPARTMENT ARE AN INDEPENDENT CONTRACTOR UNDER THE TERMS OF THE AGREEMENT.
- b. NOTHING IN THIS AGREEMENT IS INTENDED, NOR SHALL IT BE CONSTRUED, TO CREATE AN EMPLOYER/EMPLOYEE RELATIONSHIP OR A JOINT VENTURE RELATIONSHIP OR ALLOW EITHER PARTY TO EXERCISE CONTROL OR DIRECTION OVER THE MANNER OR METHOD BY WHICH THE PARTIES EXERCISE THEIR RESPECTIVE PROFESSIONAL JUDGMENT.
- c. INDEPENDENT CONTRACTOR UNDERSTANDS AND AGREES THAT THE CITY WILL NOT PAY OR WITHHOLD ON BEHALF OF INDEPENDENT CONTRACTOR ANY SUMS FOR INCOME TAX, UNEMPLOYMENT INSURANCE, SOCIAL SECURITY, WORKMEN'S COMPENSATION INSURANCE, OR ANY OTHER WITHHOLDING TAX OR INSURANCE PURSUANT TO ANY LAW OR REQUIREMENT OF ANY GOVERNMENTAL BODY. INDEPENDENT CONTRACTOR AGREES THAT ALL SUCH PAYMENTS AND WITHHOLDINGS, IF ANY, ARE THE SOLE RESPONSIBILITY OF INDEPENDENT CONTRACTOR, AND INDEPENDENT CONTRACTOR HEREBY WARRANTS AND REPRESENTS THAT INDEPENDENT CONTRACTOR WILL MAKE ALL SUCH PAYMENTS AND WITHHOLDINGS. INDEPENDENT CONTRACTOR AGREES TO HOLD CITY HARMLESS AS CONCERNS ANY CLAIM ARISING OUT OF CITY'S FAILURE TO WITHHOLD ANY AMOUNT FROM INDEPENDENT CONTRACTOR'S COMPENSATION.


18. Miscellaneous Provisions

- a. Designated contacts.

- i. The City Administrator will be the primary person to have contact with the County and the Department in all matter related to the Agreement. The City may change its designated contact person from time to time by providing written notice to the County and the Department.
- ii. The Huerfano County Sheriff will be the primary person to have contact with the City in all matter related to the Agreement.
- b. Integration. The Agreement supersedes all previous agreements between the Parties. All prior agreements are determined to be null and void upon execution of the Agreement.
- c. Force Majeure. Either Party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of more than fifteen (15) calendar days.
- d. Governing Law; Venue. The Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado. The Parties submit to the jurisdiction of the Courts of Huerfano County, Colorado, and waive any right to object to venue in those courts.
- e. Survival. The Parties agree, covenant and warrant that the terms and conditions contained in the Agreement shall survive the execution of the Agreement.
- f. Entire Agreement. The Agreement contains the final and entire agreement between the Parties and is intended to be an integration of all prior understandings. The Parties shall not be bound by terms, conditions, statements or representations not contained in the Agreement.
- g. Modification. No amendment or modification of the Agreement shall be valid unless the same is in writing and signed by the Parties.
- h. Severability. If any term or provision of the Agreement is held invalid or unenforceable, the remainder of the Agreement will be considered valid and enforceable to the fullest extent permitted by law.
- i. Authority to Execute. The Agreement is effective upon execution by both Parties' authorized officials. By signing the Agreement, those officials represent that they have the authority to legally bind their respective entities.
- j. Multiple Originals and Authorized Signatures: The Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on the Agreement or any amendment to the Agreement will be deemed an original signature and will be fully enforceable as if an original signature.

IN WITNESS WHEREOF, the Parties executed the Agreement on this 16 day of JANUARY, 2025 in duplicate originals.

CITY OF WALSENBURG



Mayor City of Walsenburg

ATTEST:



City Clerk

**HUERFANO COUNTY
BOARD OF COMMISSIONERS**




Chairman Huerfano County
Board of Commissioners

ATTEST:



County Clerk

HUERFANO COUNTY SHERIFF



County Sheriff

siea.com

Hello,

At San Isabel Electric, commitment to our communities is one of our core cooperative principles. We are community focused because we belong to and are built by the communities we serve. Giving back to the organizations that help keep our communities strong and growing is important to us.

The San Isabel Electric Board of Directors is honored to present you with this contribution and hope that it will provide you with the resources you need to continue your endeavors. We admire your work in the community.

Within 30 days of your project's completion, please fill out a Donation Report Form, available at siea.com/donations. Entities that have not submitted a Donation Report Form after being funded will not be considered for future donations.

Sincerely,

A handwritten signature in black ink that reads "Jacquie Sikes".

Jacquie Sikes
President, Board of Directors
San Isabel Electric

To the Honorable Authorized Officer,

June includes Men's Health Month (MHM) and Men's Health Week (MHW) as special awareness periods, with Men's Health Week recognized by Congress as the week leading up to and including Father's Day (June 09-15 in 2025). In recognition of Men's Health Month, **we urge you to issue a proclamation in support of Men's Health Month or Men's Health Week**, as well as a press release encouraging men and boys to be aware of their health needs yearlong.

Men's Health Month is a time to recognize the mental and physical health needs of men and boys while encouraging fathers to be role models through preventive health screenings, healthy living, and seeking needed help. The Covid-19 pandemic has had a devastating impact on men's health in the U.S., dropping male life expectancy by two years, according to a study by Oxford University.

Men's Health Month began in 1994 through the efforts of Men's Health Network and with the Congressional passage of Men's Health Week, sponsored by Senator Bob Dole (KS) and Congressman Bill Richardson (NM). Men's Health Week was signed by President Clinton, and became Public Law 103-264 on May 31, 1994.

As then-Congressman Bill Richardson noted at the time:

"Recognizing and preventing men's health problems is not just a man's issue. Because of its impact on wives, mothers, daughters, and sisters, men's health is truly a family issue." -Congressional Record, May 24, 1994, H3905

To help your community celebrate Men's Health Month, we maintain the 'Wear Blue' program website (WearBlueForMensHealth.com), coordinate 'Wear Blue Day' events (WearBlueDay.org), and offer a free MHN HealthZone planning kit (MHNHealthZone.com), designed to help organizations conduct their own events and awareness activities. A free MHM digital toolkit is available at MensHealthMonth.org.

Thousands of organizations across the country and around the globe participate in Men's Health Month, promoting the health and wellness of men, boys, fathers, and their families. We also sponsor health awareness fairs and events on Capitol Hill that are attended by hundreds of lawmakers and staff.

With the growing epidemic of suicide and substance abuse, we are again making a special effort to raise awareness of unrecognized and undiagnosed depression and mental stress in males. Yearly, we organize meetings for mental health groups and medical associations, produce white papers and journal articles, op-eds, radio and TV appearances, health fairs, and produce conference presentations.

We ask that you help to raise awareness of critical health issues that affect so many boys, men, and families. Please take this time to encourage males in your community to engage in healthy behaviors, obtain regular screenings, and to seek help when needed by issuing a proclamation declaring June as Men's Health Month in your community. Your proclamation will be displayed in Congress and, with your permission, a copy will be placed on MensHealthMonth.org for the citizens of your state and across the nation to view.

For convenience, enclosed is a sample proclamation.

Please send proclamations to:

***Men's Health Network,
P.O. Box 77476,
Washington, DC 20013***

Thank you for your essential assistance in promoting health awareness in your community. If you include additional copies of the proclamation, we will present them to your Congressional delegation. Please also consider participating in 'Wear Blue Day,' on Friday, June 13, 2025, and post your 'Wear Blue' photos to social media and with the hashtag #ShowUsYourBlue.

Sincerely,
The Men's Health Network Team

Men's Health Month – Men's Health Week
P.O. Box 77476 | Washington, DC 20013 | 202.543.MHN.1 | Info@MensHealthNetwork.org

March 19, 2025

Item 8c.

Huerfano County Board of County Commissioners
401 Main St.
Walsenburg, CO 81089

SUBJECT: Opposition to the Proposed Development at Cuchara Mountain Park by Buckhorn Ridge Outfitters

Dear Commissioners:

As a property owner for 65 years and full-time resident in Cuchara, I am writing to express my strong opposition to an apparent proposed development at Cuchara Mountain Park by Buckhorn Ridge Outfitters. In 2017, The Cuchara Foundation raised donated \$150,000 for Huerfano County to purchase 47 privately-held acres for use by all Huerfano residents as a county-owned park. The Park's Master Plan (vision) was planned and funded with the assistance of the Huerfano County Board of Commissioners via a DOLA Planning Grant, the Virginia Wellington Cabot Foundation, and the Cuchara Foundation; all under the clear understanding that the park would remain a non-commercial, recreational area for resident and visitors alike. The proposed Buckhorn action appears to IGNORE the County approved Park's Master Plan and the original agreement with the Cuchara Foundation that donated the land to the County. Allowing this commercial venture to proceed is a violation of that original agreement between Huerfano County and the Cuchara Foundation.

It appears that this project is being proposed without the Huerfano County oversight required by County Regulations. Without YOU following the formal application process, how can residents review/evaluate the proposed project's impact on our pristine area? Additionally, this "commercial development" is not in harmony with the entire surrounding neighborhood or land that has been zoned Urban Residential for the past 40+ years. This purely commercial endeavor is designed to make the requester/investors money, not because the majority of Community/Citizens asked for/need this project.

The Commissioners and Planners making this decision to approve/disapprove this application DO NOT live in the Cuchara community, so would have to live with it/ BUT the members/citizens or this pristine Community would have to live with this project for years to come. For the explicit reasons listed above, we strongly urge the Commissioners to disapprove this proposed activity so it does not destroy the peace, harmony, and well-being of a well-established, close-knit Cuchara community.

Thank you,


Claude and Patricia Savage

- * As Commissioners in Huerfano County, how many county projects have you obligated the County to that have not profited the county?
- *What needs have been raised by the communities you serve that have not been addressed?
- *What restoration and rehabilitation of facilities in your county have not been started and/or finished?
- *What public safety issues do you have to deal with and what is the cost to ensure your residents that they are safe?
- *Does the County currently have the finances to pay what you owe now?
- *How much more financial responsibility is the County willing to take?

Karl Sporleder, Chairman
Mitchell Wardell, Commissioner
Jim Chamberlain, Commissioner



HUERFANO COUNTY GOVERNMENT ADMINISTRATOR’S REPORT

Date: March 21, 2025
To: Huerfano County Board of County Commissioners
From: Carl Young, County Administrator
Re: Report for the March 25th BOCC Meeting

Please accept the following report of accomplishments, updates, and upcoming activities.

Open Positions

- Auto Mechanic – Closes 3/28/2025
- Junior Ad Valorem Appraiser – Closes 4/4/2025
- Deputy Officer – Open Until Filled
- Detention Officer – Open Until Filled

All County Job Openings, including duties, qualifications, and wages are posted on the County Website at <https://www.governmentjobs.com/careers/huerfano>

Closed Solicitations

- RFQ 2025-03 County Attorney – Closed 2/27/2025

Activities

- March 19, 2025 – Attended regularly scheduled check-in with One Digital on County Health, Dental, Vision, and Life Insurance
- March 19, 2025 – Attended the Huerfano County Multi-Agency Coordination Meeting
- March 19, 2025 – Met with MS-ISAC on Cybersecurity services
- March 19, 2025 – Met with Judge Mann, Clerk of Courts Lorraine Cisneros, and County Staff on Security and HVAC issues at the Huerfano County Judicial Center
- March 20, 2025 – Attended KLJ Safe Streets and Roads for All Check-In Meeting
- March 20, 2025 – Held a meeting with Louis Lukondi, Bruce Roscoe, and County Staff on the Gardner Main Street Project. Currently working on an off-site drainage problem.
- March 21, 2025 – Met with Matthew Pettit from CDOT, KLJ Engineering, and County Staff about our open CDOT Projects: the Huerfano River Bridge Replacement, Gardner Loop Trail Study, and Cuchara Multi-Use Path Study
- March 21, 2025 – Participated in regularly scheduled Owner-Architect-Contractor Meeting with McKinstry going over the 129 Kansas Project, Fox Theatre Phase 2 Project, and the Law Enforcement Center Projects.

Upcoming Meetings

- March 23, 2025 – Cuchara Mountain Park Community Meeting

- March 24, 2025 – Granite Check-In Meeting
- March 24, 2025 – Meeting on Sequencing the Law Enforcement Center Projects
- March 24, 2025 – Training on Civic Plus Agenda and Meeting Manager