

# BOARD OF COUNTY COMMISSIONERS REGULAR MEETING AGENDA

August 22, 2023 at 10:00 AM Commissioners Meeting Room - 401 Main Street, Suite 309, Walsenburg, CO 81089

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

#### 9:00 AM - COMMISSIONERS STUDY SESSION

#### 10:00 AM - PUBLIC MEETING

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

- 1. PLEDGE OF ALLEGIANCE
- 2. AGENDA APPROVAL
- 3. CONSENT AGENDA
  - a. Kyle Gomez New Hire
  - **b.** Donald Ortiz Resignation
  - **c.** Austin Maddox Resignation
  - d. Dillon Maddox Resignation
  - e. Cameron Gonzales Rehire
  - **f.** Morgan Chapman Resignation
  - g. Stuart Pino Moving Position to Detention
  - **h.** Tyler Martin Rehire
- 4. PUBLIC COMMENT
- 5. APPOINTMENTS
  - a. Honoring Elders and Youngers Sandy Dolak
- 6. LAND USE
- 7. ACTION ITEMS
  - a. Resolution 23-34 Appointing Lynne Bushaw to the HCBA
  - **b.** Resolution 23-35 Rio Cucharas Inn Acceptance
  - **c.** American Fidelity Critical Illness Master Application
  - d. American Fidelity Disability Master Application

- e. 2023 Election IGA between HC & City of Walsenburg
- £ 2023 Election IGA between HC & RE-1 School District
- g. 2023 Election IGA between HC & RE-2 School District
- h. Owl Labs PO 138 Meeting Owl Bar
- i. Penrose Steel & Tubing PO 140 Cattle Guards
- i. DHS Letter of Support
- k. Corey & Sara Enders Bulk Water Permit
- L. Christopher Snyder Bulk Water Permit
- m. James Trujillo GPID Water & Sewer Tap Permit
- n. IAMGIS Software Purchase
- o. Arthur Martinez P&R Contract

#### 8. STAFF REPORTS

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

#### 9. CORRESPONDENCE

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

#### 10. EXECUTIVE SESSION

- 11. ADJOURNMENT
- 12. UPCOMING MEETINGS

<b>CD</b>			EFFECTIVE DATE
GR	REEN SHEET/STAT	IUS CHANGE	8/21/2023
NAME:	Kyle Gomez	PAYROLL:	9/1/2023

AME:	Kyle Gomez		PAYROLL:	9/1/2023
CHANGE	STREET			
OF ADDRESS/	CITY, STATE, ZIP			
ADDRESS/ PHONE				
THOME	TELEPHONE			
	FRO	M		ТО
CHANGE	(DOES NOT APPLY TO			10
JOB TITLE			Child	d Protection Case Aide
NED A DEMENT				
DEPARTMENT			Dep	t of Human Services
HOURS				
ANNUAL SALARY				\$32,000.00
EMI-MONTHLY				
SALARY HOURLY				
SALARY				
THER SALARY				
<del></del>	REASON	FOR CHANGE	<del></del> -	
	NEWHIRE	RESIGNATION		LENGTH OF SERVICE INCREASE
	REHIRED	RETIREMENT		REEVALUATION OF CURRENT JOB
	PROMOTION	LAYOFF	E D + ID	INTRODUCTORY PERIOD COMPLETED
	DEMOTION TRANSFER	ADMINISTRATIVE LEAV ADMINISTRATIVE LEAV		OTHER
	TRANSI ER	ADMINISTRATIVE EEA	L CN-I AID	
OMMENTS, IF N	NECESSARY			
	Motion to hire Kyle	Gomez as a CP Case A	Aide at a salary	of \$32,000.00
L Chaile I	I li Maradalakka Dinaskan s	out about a phone		
_	Hudson-Macchietto, Director co d information has been request		John Galusha-	Board Chairman
1 '	or Elected Official directly resp		Joini Garasia	Board Chairman
	e named within. I certify that I h			
documentaion and that I have entered the information on the			Arica Andreatt	a, Vice Chairman
Green Sh	eet to reflect the change as req	uested.		
			W 10 1 1	
Sheil	la Kudson-Macchietto 8/	10/2023	Karl Sporleder	, Commissioner
	a caesar cracement of	10/ 2020		
Signature	of preparer Date Sig	ned	Date	
ate to Financ	e Office:			

HUERFANO C	COUNTY		
	PAYROLL STATUS CHAN	GE.	EFFECTIVE DATE
		GE	8/12/2023
NAME:	Donald Ortiz	PAYROLL:	9/1/2023
CHANGE OF ADDRESS/	STREET		
PHONE	CITY, STATE, ZIP		
	TELEPHONE		
CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)		ТО
JOB TITLE	Communications Officer - Dispatch		
DEPARTMENT	Emergency Services		
HOURS			
ANNUAL SALARY	\$38,000.00		
SEMI-MONTHLY SALARY			
HOURLY SALARY			
OTHER SALARY	Non-Exempt		
	REASON FOR CHANGE		
	NEW HIRE RESIGNATION REHIRED RETIREMENT PROMOTION LAYOFF DEMOTION ADMINISTRATIVE LEA' TERMINATION	VE UN-PAID	LENGTH OF SERVICE INCREASE REEVALUATION OF CURRENT JOB INTRODUCTORY PERIOD COMPLETED OTHER
COMMENTS, IF N	ECESSARY		
	Motion to Accept the Resignation of Dor	nald Ortiz on Augus	st 12, 2023
Elected Official	l/Department Manager	Chairman	
Date		Date	
Date to Finance	e Office:	_	

HUERFANO CO	DUNTY		EFFECTIVE DATE	
PAYROLL STATUS CHANGE			8/13/2023	
NAME;	Austin Maddox	PAYROLL:	9/1/2023	
CHANGE OF ADDRESS/ PHONE	STREET CITY_STATE_AIP TELLPHRASE			
CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)		ТО	
JOB TITLE	Detention Officer			
DEPARTMENT	Jail			
HOURS				
ANNUAL SALARY	\$33,000.00			
SEMI-MONTHLY SALARY				
HOURLY SALARY				
OTHER SALARY	Non-Exempt			
	REASON FOR CHA	NGE		
	22	T ATIVE LEAVE PAID ATIVE LEAVE UN-PAID	LENGTH OF SERVICE INCREASE REEVALUATION OF CURRENT JOB INTRODUCTORY PERIOD COMPLETED OTHER	
COMMENTS, IF N				
	Motion to accept the resignation of A	Austin Maddox effective	e August 13, 2023.	
B		Chairman		
The state of the s	Department Manager	Chairman		
Date to Finance		Date		

HUERFANO CO	DUNTY		EFFECTIVE DATE
PAYROLL STATUS CHANGE			8/31/2023
NAME:	Dillon Maddox	PAYROLL:	9/15/2023
CHANGE OF ADDRESS/ PHONE	STRUCT CITY, STATE ZIP THEPPHONE		
CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)		ТО
JOB TITLE	Detention Officer		
DEPARTMENT	Jail		
HOURS			
ANNUAL SALARY	\$33,000.00		
SEMI-MONTHLY SALARY			
HOURLY SALARY			
OTHER SALARY	Non-Exempt		
	REASON FOR CHANGI	C	
	NEW HIRE  RESIGNATION  RETIREMENT  PROMOTION  DEMOTION  TRANSFER  RESIGNATION  ADMINISTRATIVE LE  TERMINATIO	AVE UN-PAID	LENGTH OF SERVICE INCREASE REEVALUATION OF CURRENT JOB INTRODUCTORY PERIOD COMPLETED OTHER
COMMENTS, IF N			1
Ω,	Motion to accept the resignation of Dillon	Maddox effective	e August 31, 2023.
ula)			
Elected Official	I/Department Manager	Chairman	
Date		Date	
Date to Finance	e Office:		

## GREEN SHEET/STATUS CHANGE

EFFECTIVE DATE

8/9/2023

Item 3e.

NAME: C

**Cameron Gonzales** 

**PAYROLL:** 

9/1/2023

CHANGE	STREET					
OF ADDRESS/	CHY STATE ZIP					
PHONE	TELEPHONE					
CHANGE		FROM PLY TO NEW EMPLOYI	EE)		ТО	
JOB TITLE					Deputy	
DEPARTMENT					Sheriff's Office	ee
HOURS						
ANNUAL SALARY					\$51,000.00	
SEMI-MONTHLY SALARY						
HOURLY SALARY						
OTHER SALARY					Non-Exempt	
	REAS	ON FOR CH	IANGE			
	NEW HIRE REHIRED PROMOTION	RESIGNAT RETIREME LAYOFF			LENGTH OF SERVICE IN REEVALUATION OF CUI IN TRODUCTORY PERIOL	RRENT JOB
	DEMOTION TRANSFER		RATIVE LEAVE RATIVE LEAVE		OTHER	
COMMENTS, IF N	ECESSARY					
Motion to A	Approve the rehire of upon completion of (	CBI background o	les Deputy a	at an annual Irug screen v	salary of \$51,000.00 with a negative resu	). Contingent lt.
Elected Officia		08/09/2023 Date		John Galusha	, Chairman	Date
Trissie,	L'aldretti	8/9/2023				
Human Resour	ces Officer	Date		Budget Office	er	Date
Date Inputed Ir	nto System					

HUERFANO CO	PAYROLL STATUS CHAN	GE	8/10/2023
NAME:	Morgan Chapman	PAYROLL:	8/18/2023
CHANGE OF	STREET		
ADDRESS/	CITY_STATE_ZIP		
PHONE	TELEPHONE		
CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)		ТО
JOB TITLE	Part Time Deputy		
DEPARTMENT	Sheriff		
HOURS			
ANNUAL SALARY			
SEMI-MONTHLY SALARY			
HOURLY SALARY	\$22.60		
OTHER SALARY	Non-Exempt		
	REASON FOR CHANGE		
	NEW HIRE  REHIRED  RETIREMENT  LAYOFF  DEMOTION  TRANSFER  ADMINISTRATIVE LEA  TERMINATION	VE UN-PAID	LENGTH OF SERVICE INCREASE REEVALUATION OF CURRENT JOB INTRODUCTORY PERIOD COMPLETED OTHER
COMMENTS, IF NE	TERMINATION		ective 08.10.2023

### GREEN SHEET/STATUS CHANGE

EFFECTIVE DATE

8/13/2023

Item 3g.

NAME: Stuart Pino

**PAYROLL:** 

9/1/2023

CHANGE					
OF	STRUET				
ADDRESS/	CITY, STATE, ZIP				
PHONE	TLEPHONE				
	TROM			TO	AT A STATE OF
CHANGE	FROM (DOES NOT APPLY TO NEW	EMPLOYEE)		ТО	
JOB TITLE	Detention Lieu	tenant		<b>Detention Lieutena</b>	nt
DEPARTMENT	Jail			Jail	
HOURS					
ANNUAL SALARY	\$37,500.0	00		\$37,500.00	
SEMI-MONTHLY SALARY					
HOURLY SALARY					
OTHER SALARY	Non-Exem	ipt		Non-Exempt	The West
	REASON FO	OR CHANGE			
	NOWARE	DEGLOVATION.		LENGTH OF SERVICE INCR	EASE
	NEW HIRE REHIRED	RESIGNATION RETIREMENT		REEVALUATION OF CURR	
	PROMOTION	LAYOFF		INTRODUCTORY PERIOD (	
	DEMOTION	ADMINISTRATIVE LEA	VE PAID	OTHER	
	TRANSFER	ADMINISTRATIVE LEA	VE UN-PAID		
				Did not go through the Law I	Enforcement Acad
COMMENTS, IF N	ECESSARY				A LEGICINIC
Motion	to Approve Stuart Pino going	back into Detent	ion as a Lieut	tenant at the same rate	of Pay.
12m	08/09/2023				
Elected Officia	1 / Department Head Date  Date  Date  Date  Date		John Galush	na, Chairman	Date
Human Resources Officer Date Budget Officer					
Date Inputed Ir	nto System				

GR	REEN SHEET/STA	TUS CHANGE	8/9/2023
NAME:	Tyler Martin	PAYROLL:	8/18/2023

CHANGE OF	STREET		
ADDRESS/	CITY, STATE, ZIP		
PHONE	TELEPHONE		
CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	ТО	
JOB TITLE		Detention Office	er
DEPARTMENT		Jail	
HOURS			
ANNUAL SALARY		\$33,000.00	
SEMI-MONTHLY SALARY			
HOURLY SALARY			
OTHER SALARY		Non-Exempt	
	REASON FOR CHAP	NGE	
	NEW HIRE RESIGNATION REHIRED RETIREMENT PROMOTION LAYOFF DEMOTION ADMINISTRATIVE	LENGTH OF SERVICE INC REEVALUATION OF CUR INTRODUCTORY PERIOD /E LEAVE PAID OTHER /E LEAVE UN-PAID	RENT JOB
COMMENTS, IF NI		E ELAVE ON-I AID	
Motion to	rehire Tyler Martin as a Detention Office gent upon completion of a CBI backgroun	r within the Jail at an annual salary of the deck, and drug screen with a negative	\$33,000.00. re result.
Bh	08/10/23		

Bh	08/10/23
Elected Official / Department Head	Date
Krissie Aldretti	8/9/2023
HR Liaison	

John Salasha, Chamman

Budget Officer

Date

#### **RESOLUTION**

#23 - 34

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

## A RESOLUTION APPOINTING LYNNE BUSHAW TO THE HUERFANO COUNTY BUILDING AUTHORITY BOARD FOR A TERM EXPIRING ON DECEMBER 31, 2027

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

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

**WHEREAS**, The Board of County Commissioners desires to authorize the Huerfano County Building Authority to have and exercise certain powers in furtherance of its purposes; and.

WHEREAS, <u>Lynne Bushaw</u> has submitted a letter of interest and has demonstrated her qualifications to serve on the Huerfano County Building Authority 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 Huerfano County Commissioners desires to appoint <u>Lynne</u> <u>Bushaw</u> to serve as a member of the Huerfano County Building Authority 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 <u>Lynne Bushaw</u> to serve as a member of the Huerfano County Building Authority Board until December 31, 2027, and until her successor has been appointed.

**INTRODUCED, READ, AND ADOPTED** on this 22nd day of August 2023.



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

# BOARD OF COUNTY COMMISSIONERS OF HUERFANO COUNTY, COLORADO

3Y	
	John Galusha, Chairman
	Arica Andreatta, Commissioner
	Karl Sporleder, Commissioner
	Kari Sporieder, Commissioner

#### RESOLUTION NO. 23 - 35

# THE BOARD OF COUNTY COMMISSIONERS OF HUERFANO COUNTY, COLORADO

# A RESOLUTION ACCEPTING TWO GENERAL WARRANTY DEEDS FROM SHAILESH PATEL AND RIO CUCHARAS, LLC FOR THE PROPERTY KNOWN AS THE RIO CUCHARAS INN

WHEREAS, Shailesh and Suresh Patel and Rio Cucharas, LLC have graciously offered to donate to Huerfano County the property known as the Rio Cucharas Inn and the Board of County Commissioners ("the Board") has accepted that donation; and,

WHEREAS, the Board has received a General Warranty Deed for the Rio Cucharas Inn and another General Warranty Deed for property associated with the Rio Cucharas Inn; and,

WHEREAS, the Board has desired and accepted the donation of this property for development of public facilities for the benefit of Huerfano County residents, including attainable housing and recreation.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Huerfano County, Colorado that both General Warranty Deeds for the property known as the Rio Cucharas Inn are hereby accepted and all signatures and actions in furtherance of this acquisition are hereby ratified.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 22<sup>nd</sup> day of AUGUST 2023.



ATTEST:

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

BOARD OF COUNTY COMMISSIONERS	5
OF HUERFANO COUNTY, COLORADO	

BY	
	John Galusha, Chairman
-	Arica Andreatta, Commissioner
	Arica Andreatta, Commissioner
-	Karl Sporleder, Commissioner

Critical Allness Item 7c.

Policy	Number:	

G925-46A
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#### AMERICAN FIDELITY ASSURANCE COMPANY 9000 Cameron Parkway, P.O. Box 25523, Oklahoma City, Oklahoma 73125

Арр	lication for group insurance is hereby made to American Fidelity Assurance Company based on the following:
1.	Full Legal Name of Policyholder: Huerfano County
2.	Mailing Address: 401 Main Street Suite 203 Walsenburg, CO 81089
3.	Physical Address (if different):
4.	Telephone Number: 719-738-3000 Fax Number:
5.	Administrative Correspondence with the Policyholder should be addressed to:  Name:  Title:
6.	Group Type: Association Corporation Sole Proprietorship or Partnership Education Other Municipality
7.	Nature of Organization: Government
8.	The following coverage is applied for: Group Disability Income Supplemental/Limited Benefit Other: Group Critical Illness
9.	Designation of Class or Classes Eligible for Coverage (attach an additional page If necessary):
	All permanent employees in covered group working 30 hours or more per week.
10.	Current employees are eligible: Immediately After days employment As determined by each firm
11.	New employees are eligible after * days employment. *As determined by each firm
2.	Minimum Standards: Before this Policy or the insurance of additional persons or a change in class takes effect, the following applicable minimum standards must be met. Where the Policyholder is a/an: Employer Association, the participation requirements are as follows:
	If these standards are not met, it is agreed that the Company may:  (1) ask for satisfactory evidence of insurability before an eligible person's coverage takes effect; or  (2) terminate the Policy or Subscribing Unit.
	A minimum of ** lives is required to issue coverage and maintain eligibility.
3.	Initial Premium rate is as follows:
	The premium is due on the 1st of each month. See rate attachment for details.
4.	Effective Date: Original Policy Effective Date: January 1, 2018 Policy Amended Effective: September 1, 2023
	If this application is approved by the Company, it is desired that the Policy takes effect at 12:01 AM at the place where the Policy is delivered. It is agreed that the coverage of an eligible person will not take effect until the first premium has been paid for or by such person.
5.	Non-ERISA Group
	ERISA Acknowledgment: The Employer named below acknowledges that the Employee Retirement Income Security Act of 1974 (ERISA), as amended or other laws, if applicable, may require that the Employer be responsible for certain duties or obligations with respect to the Employer or Employer's Employees and Dependents under any certificate under such Group Policy or Policies.
6.	By checking this box, the Policyholder agrees, until such time as the Policyholder revokes consent, to electronic delivery of Policy documents via secure e-mail by American Fidelity Assurance Company in lieu of regular U.S. Mail delivery satisfying all delivery requirements under the Policy. The Policyholder understands the Policyholder must: use a computer that has Adobe® Reader® 8.0 or newer, available free on www.adobe.com, have an Internet connection, and an e-mail address. The Policyholder may revoke this consent or request paper copies by contacting American Fidelity Assurance Company in writing at 9000 Cameron Parkway, Oklahoma City, OK 73114 or calling 1-800-654-8489, 1-800-662-1113, Risk Management.
	Designated electronic transmittal e-mail address of the Policyholder:

- The Policyholder declares that to the best of his knowledge and belief the statements and answers shown on this application are true and complete. The Policyholder understands and agrees that: (a) the application will form a part of any Policy issued; (b) no information given to, or acquired by, any representative of the Company will bind the Company unless it appears in writing on this application; (c) no waiver or modification will bind the Company unless it is in writing and is signed by an Executive Officer of the Company; (d) only those persons eligible under the terms of the Policy or policies issued will be covered; (e) Insurance will become effective on the requested Effective Date, unless written notice is provided of a different Effective Date; and (f) if this application is not approved, no insurance is in effect at any time, and any premium the Company has received will be returned.
- 18. The Policyholder hereby requests American Fidelity Assurance Company to issue and deliver the Group Certificates of Insurance for the coverage applied. The Policyholder agrees to make payroll deductions for the Employee portion (and any Dependent portion if applicable) of any premium. The Policyholder agrees to provide any necessary documentation requested by the Company which establishes that all eligibility, underwriting, and participation requirements of the plan are met. The Policyholder agrees to report additions, changes, employment terminations, and other information necessary to the administration of the Policy(les) to the Company within 31 days after the effective date of such additions, changes, and employment terminations.

FRAUD WARNING: Any person, who knowingly and with intent to injure or deceive any insurer, files a statement of claim or application containing any false, incomplete, or misleading information may be guilty of insurance fraud. (In CT, KS, insurance fraud is determined by a court of competent jurisdiction; in IN, and OK, insurance fraud is a felony; in NV, insurance fraud is a Category D Felony). In AL, AR, DC, LA, NJ, NM, PA, RI, TN, and VA: Any person who knowingly presents false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. (In DC, ME, TN, VA, and WA, also denial of insurance benefits; in NJ, NM, and PA, civil fines and criminal penalties.) In CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the Company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a Policyholder or claimant for the purpose of defrauding or attempting to defraud the Policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies. In KY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for Insurance act, which is a crime. In MD: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

	(Must be signed by a person authorized to gally binding decision for the Policyholder):  gnature:		Title:	( <del></del>	
Dated at	Walsenburg, CO (City and State)	on the day of		20 <u>2</u> 3	
Agent:			Agent Number:	01470A	

To be attached to and made a part of master application AGM108CO for policy number G925-46A Issued by:

#### AMERICAN FIDELITY ASSURANCE COMPANY

covering certain employees of

#### **HUERFANO COUNTY**

The following monthly premium rates take effect September 1, 2023.

#### Critical Ifiness Plan 018570-BB\*\*

Issue Ages	\$10,000	\$20,000	\$30,000
Under Age 30	\$3.78	\$6.14	\$8.50
30 to 39	\$5.94	\$10.46	\$14,98
40 to 49	\$10.82	\$20.22	\$29.62
50 to 59	\$17.78	\$34.14	\$50.50
Age 60 & Over	\$29.14	\$56.86	\$84.58

obacco			
Issue Ages	\$10,000	\$20,000	\$30,000
Under Age 30	\$5.98	\$10.54	\$15.10
30 to 39	\$9.42	\$17.42	\$25.42
40 to 49	\$17.06	\$32.70	\$48.34
50 to 50	\$28.18	\$54.94	\$81.70
Age 60 & Over	\$46.14	\$90.86	\$135.58

#### Spousal Critical Hiness Rider 018572-SS\*\*

Issue Ages	\$5,000	\$10,000	\$15,000
Under Age 30	\$2,28	\$3,14	\$4.00
30 to 39	\$3,56	\$5.70	\$7.84
40 to 49	\$6.50	\$11.58	\$16.66
50 to 59	\$10.74	\$20.06	\$29.38
60 to 74	\$17.58	\$33.74	\$49.90

Issue Ages	\$5,000	\$10,000	\$15,000
Under Age 30	\$3.96	\$6.50	\$9,04
30 to 39	\$6.24	\$11.08	\$15.88
40 to 49	\$11.36	\$21.30	\$31.24
50 to 59	\$18.74	\$36.06	\$53.38
60 to 74	\$30.70	\$59.98	\$89.26

#### Critical Iliness Plan 018570-BCO

Issue Ages	\$20,000	\$40,000	\$60,000
Under Age 30	\$3.78	\$6.14	\$8,50
30 to 39	\$5.94	\$10.46	\$14.98
40 to 49	\$10.82	\$20.22	\$29.62
50 to 59	\$17.78	\$34.14	\$50.50
Age 60 & Over	\$29.14	\$56.86	\$84.58

Issue Ages	\$20,000	\$40,000	\$60,000
Under Age 30	\$5.98	\$10.54	\$15.10
30 to 39	\$9,42	\$17.42	\$25,42
40 to 49	\$17.06	\$32.70	\$48.34
50 to 59	\$28.18	\$54.94	\$81.70
Age 60 & Over	\$46.14	\$90.86	\$135.58

#### Spousal Critical Illness Rider 018572-SCO

n-Tobacco			
Issue Ages	1 240 000	625.000	****
Under Age 30	\$2.28	\$3,14	\$4.00
30 to 39	\$3.56	\$5.70	\$7.84
40 to 49	\$6.50	\$11.58	\$16.66
50 to 59	\$10.74	\$20.06	\$29.38
60 to 74	\$17.58	\$33.74	\$49.90

Tobacco			
Issue Ages	\$10,000	\$20,000	\$30,000
Under Age 30	\$3.96	\$6.50	\$9.04
30 to 39	\$6.24	\$11.06	\$15.88
40 to 49	\$11.36	\$21.30	\$31.24
50 to 59	\$18.74	\$36.06	\$53.38
60 to 74	\$30.70	\$59.98	\$89.26

<sup>\*\*</sup> These plans are no longer available for new sales

Item 7d.

G123-

Disability

**Home Office Use Only** 

Group Disability Income Policy Number



# AMERICAN FIDELITY ASSURANCE COMPANY 9000 Cameron Parkway, P.O. Box 25523, Oklahoma City, Oklahoma 73125

Appli	cation for group insurance is hereby made to American Fidelity Assurance Company based on the following:				
1.	Full Legal Name of Policyholder: Huerfano County				
2.	Mailing Address: 401 Main Street Suite 203 Walsenburg, CO 81089				
3.	Physical Address (if different):				
4.	Telephone Number:719-738-3000 Fax Number:				
5.	Group Type: Association Corporation Sole Proprietorship or Partnership Education Other Municipality				
6.	Group Disability Income Group Critical Illness Group Haspital Indomnity				
	The following coverage is applied for:  Supplemental/Limited Benefit  Other:				
7.					
	Designation of Class or Classes Eligible for Coverage. As determined by each firm or employer.				
	Please refer to the rate attachment.				
0					
8.	Minimum Standards: Before this Policy or the insurance of additional persons or a change in class takes effect, the following applicable minimum standards must be met in order to issue coverage and maintain eligibility. The participation requirements are as follows:				
	The participation requirements are as follows.				
	The greater of 15% participation or 10 lives.				
	If these standards are not met, it is agreed that the Company may terminate the Policy.				
9.	The premium is due on the first of each month. The initial premium rate is detailed in the rate attachment.				
10.	Effective Date: Original Policy Effective Date: January 1, 2024 Policy Amended Effective:				
	If this application is approved by the Company, it is desired that the Policy takes effect at 12:01 AM at the place where the Policy is delivered. It is agreed that				
	the coverage of an eligible person will not take effect until the first premium has been paid by or on behalf of such eligible person.				
11.	Non-ERISA Group				
	ERISA Acknowledgment: The Employer named below acknowledges that the Employee Retirement Income Security Act of 1974 (ERISA), as amended				
	or other laws, if applicable, may require that the Employer be responsible for certain duties or obligations with respect to the Employer or Employer's Employees				
40	and Dependents under any certificate under such Group Policy or Policies.				
12.	By checking this box, the Policyholder agrees, until such time as the Policyholder revokes consent, to electronic delivery of Policy documents via secure email by American Fidelity Assurance Company in lieu of regular U.S. Mail delivery satisfying all delivery requirements under the Policy. The Policyholder				
	understands the Policyholder must: use a computer that has Adobe® Reader® 8.0 or newer, available free on www.adobe.com, have an Internet connection,				
	and an e-mail address. The Policyholder may revoke this consent or request paper copies by contacting American Fidelity Assurance Company in writing				
	at 9000 Cameron Parkway, Oklahoma City, OK 73114 or calling 1-800-662-1113.				
	Designated electronic transmittal e-mail address of the Policyholder:				

- 13. The Policyholder declares that to the best of their knowledge and belief the statements and answers shown on this application are true and complete. The Policyholder understands and agrees that: (a) the application will form a part of any Policy issued; (b) no information given to, or acquired by, any representative of the Company will bind the Company unless it appears in writing on this application; (c) no waiver or modification will bind the Company unless it is in writing and is signed by an Executive Officer of the Company; (d) only those persons eligible under the terms of the Policy or policies issued will be covered; (e) Insurance will become effective on the requested Effective Date, unless written notice is provided of a different Effective Date; and (f) if this application is not approved, no insurance is in effect at any time, and any premium the Company has received will be returned.
- The Policyholder hereby requests American Fidelity Assurance Company to issue and deliver the Group Certificates of Insurance for the coverage applied. It is understood that the Employer will make payroll deductions for the Employee portion (and any Dependent portion if applicable) of any premium. The Employer will provide any necessary documentation requested by the Company which establishes that all eligibility, underwriting, and participation requirements of the plan are met. The Employer will also report additions, changes, employment terminations, and other information necessary to the administration of the Policy(ies) to the Company within 31 days after the effective date of such additions, changes, and employment terminations.

**FRAUD WARNING:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the Company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a Policyholder or claimant for the purpose of defrauding or attempting to defraud the Policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Printed Signature	itle	
Signature (Must be signed by a person authorized to make a legally binding decision for	he Policyholder) Date	
Agent Signature	Date	
1470A		
Agent Number	<del></del>	

To be attached to and made a part of master application AGM110CO for policy number G123- issued by:

#### **AMERICAN FIDELITY ASSURANCE COMPANY**

All persons who are on Active Employment as employees of the Employer

#### **HUERFANO COUNTY**

The following monthly premium rates take effect January 1, 2024

MONTHLY PREMIUM						
		ELIMINATION PERIOD		MAX DISABI	ILITY PERIOD	
PLAN	RATE*	INJURY	SICKNESS	INJURY	SICKNESS	
014801-1	\$3.90	7 days	7 days	SSNRA	SSNRA	
014803-2	\$3.34	30 days	30 days	SSNRA	SSNRA	
014805-4	\$2.36	90 days	90 days	SSNRA	SSNRA	
014807-6	\$1,56	180 days	180 days	SSNRA	SSNRA	

<sup>\*</sup>Rates per \$100 monthly disability benefit

RIDERS	BENEFIT AMOUNT	PREMIUM
Cobra Premium Limited Benefit Rider	\$300	\$4.50
	\$400	\$6.00
	\$500	\$7.50
	\$600	\$9.00
Hospital Indemnity Limited Benefit Rider	\$150	\$9.00
Critical Illness Limited Benefit Rider	\$10,000	\$14.12
	\$15,000	\$19.00
	\$20,000	\$23.88
	\$25,000	\$28.76
Spousal Disability Income Rider	\$500	\$8.66
	\$1,000	\$17.32



### **MEMORANDUM**

<b>MEETING TYPE:</b>	BOCC			
MEETING DATE:	08/22/2023			
ITEM NAME:	2023 Election IGA between HC & City of Walsenburg			
SUBMITTED BY:	Christiana Camacho, Election Specialist, Erica Vigil Clerk & Recorder			
SUMMARY:	IGA for City of Walsenburg to participate in Nov 2023 Election			
RECOMMENDATION:	Motion to approve and sign IGA between HC and City of Walsenburg so City of Walsenburg can participate in the Huerfano County November 2023 Election.			
BACKGROUND:	By statute, Intergovernmental Agreements (IGA's) must be signed between the county and the municipality or Special District that intends to participate on the county's ballot. Election will be held on Tuesday November 7, 2023.			
BOARD ACTION TAKE	N:			
☐ APPROVED		□ DENIED	□ OTHER	
SIGNATURE OF THE <b>NOTES:</b>	E CHAIR:			

# INTERGOVERNMENTAL AGREEMENT CONCERNING ELECTION SERVICES BY AND BETWEEN

#### **HUERFANO COUNTY CLERK AND RECORDER**

#### AND

#### CITY OF WALSENBURG

THIS AGREEMENT is made effective this <u>18th</u> day of <u>July</u> 2023, between the Huerfano County Clerk and Recorder ("clerk") and the City of Walsenburg ("public entity").

The Public Entity desires to participate in the November 7, 2023 Coordinated Election; and

An agreement concerning the preparation, conduct and actual cost of a Coordinated Election is required pursuant to C.R.S. Title 1. This agreement shall be signed no later than **August 29**, **2023**, pursuant to C.R.S. Title 1.

The Clerk has agreed to perform certain coordinated election services set forth herein in consideration of the performance by the Public Entity of its obligations and payment of a fee as set forth herein

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties agrees as follows:

#### I.Duties of the Clerk

The Clerk, Erica Vigil, whose telephone number is **(719) 738-2380**, is the "Contact Officer" to act as the primary liaison with the Public Entity for the purposes of the election.

The Clerk agrees to perform the following duties, or such other duties as may be mutually agreed upon by the parties in writing, in connection with the election;

#### A. Preparation for the Election

- 1. Provide the Public Entity with a street locater file from the Clerk's voter registration system, <u>if requested</u>.
- 2. Assist and inform the Public Entity on any matter that could reasonably further the efficient preparation and conduct of the election. The Clerk shall not provide legal advice.
- 3. Manage all voter records and correspondence in accordance with Title 1, Colorado Revised Statutes, Election Rules of the Colorado Secretary of State and policy directives of the Colorado Secretary of State.
- **4.** Supply, deliver and set up all necessary items for the conduct and preparation of the Election.
- 5. Certify and determine the compensation of election judges. If requested by the Public Entity, provide a list of election judges; train election judges prior to the Election, including specific instruction in the secure operation of the election equipment.

- 6. Place and certify the ballot content, in accordance with the law; prepare printed ballots. The Clerk reserves the right to print only the ballot issue identifying information on the ballot and the ballot title on a separate sheet of paper or any other form of ballot as directed by the Colorado Secretary of State. To avoid ballot space issues, the Clerk requests that each issue and question be no more than 250 words.
- 7. Provide, no later than twenty days before the Election, <u>October 18, 2023</u>, notice by publication of an election pursuant to C.R.S. Title 1. Such notice shall satisfy the publication requirement for all political subdivisions participating in the Election pursuant to C.R.S. Title 1.
- **8.** Conduct all required tests and audits of the voting system prior to and after the Election pursuant to C.R,S. Title 1 and Secretary of State Election Rule 11.
- **9.** Establish backup procedures and a backup site for the counting of votes at the Election, should the counting equipment become unavailable during the count.

#### B. Conduct of the Election

- Coordinate the proper number and location of Voter Service Polling Centers (VSPCs). All VSPCs shall be accessible to electors with disabilities.
- 2. Provide for the security and processing of all mail ballots and provide for the verification of signatures on the self-affirmation on the return envelope.
- **3.** Facilitate special accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Absentee Voting Act.
- Provide provisional ballots to electors who qualify under C.R.S. Title 1 and provide a telephone number that provisional voters may call to inquire if their provisional ballot was counted.
- 5. Provide properly trained personnel for the preparation and conduct of the Election and at the tabulation center on Election Day/Night to certify unofficial results.
- 6. Preserve all election records for at least twenty-five (25) months after the Election.
- Conduct a recount of any contest where the final ballot tabulation results are close enough to require a recount per statute, or if requested by an interested party.

#### C. Election Costs

- Keep an accurate account of all Election costs including, but not limited to, supplies, printing costs, legal notices, judges labor, and other expenses attributable to the Clerk's administration of the Election for the Public Entity.
- 2. The Clerk shall charge the Public Entity for its portion of the costs for the Election incurred by the Clerk for that Public Entity up to and including the date of cancellation of the Election, if applicable.
- 3. The Clerk shall submit to the Public Entity an invoice for all expenses incurred under this Agreement.
- 4. The cost of any recount(s) will be charged to the Public Entity, or if more than one Public Entity is involved in the recount, the cost will be prorated among the participating Public Entities.

#### D. TABOR NOTICE

- 1. If the Public Entity is required to prepare a TABOR notice for any ballot issue(s) the Clerk will be responsible for coordinating and preparing the consolidated TABOR notice for all entities. The Clerk shall do so in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Rules of the Colorado Secretary of State.
- 2. The Clerk shall charge the Public Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Said expenses shall be prorated among all Public Entities participating in the TABOR notice. Such proration shall be based, in part, upon the number of persons registered to vote within such Public Entity.
- 3. The Clerk shall mail to each household voter in Huerfano County the TABOR notice no less than thirty days (October 8th, 2023) prior to the election pursuant to Colorado Constitution Article 1, Section 20(3)(b). The Clerk shall determine the least costly method for mailing the TABOR notice and address the TABOR notice to "All Registered Voters" at each address where one or more active registered voters of the Public Entity reside. Nothing herein shall preclude the Clerk from sending the TABOR notice of the Public Entity to persons other than electors of the Public Entity if such sending arises from the Clerk's efforts to mail the TABOR notice at least cost.

#### II. Duties of the Public Entity

The Public Entity has designated <u>Rick Colander, Deputy City Clerk</u>, whose phone number is: (719) 695-1031, as its Designated Election Official ("**DEO**"). The DEO shall act as the primary liaison between the Public Entity and the Clerk.

If the Public Entity encompasses territory within other counties, this Agreement shall apply only to that portion of the Public Entity within Huerfano County.

The Public Entity shall perform the following duties in connection with the Election:

#### A. Preparation for the Coordinated Election

- If applicable, post/or publish any other legal notices required pursuant to relevant provisions of the Uniform Election Code of 1992 as revised (C.R.S. Articles 1-13 of Title 1) or the Colorado Municipal Code of 1965, §31-10-101, et seq., C.R.S., or C.R.S. Article 31 of Title 32, School District Director Election, as amended, except as otherwise provided herein.
- 2. Be solely responsible for determining whether a ballot issue, question or candidate is properly placed before the voters.
- 3. If applicable, reviews the information contained in the street locator file and certify its accuracy, as well as any changes, additions or deletions to the file. The certification of the street locator file shall be made in writing no later than <u>September 8th</u>, <u>2023</u> at 4:00 p.m. to the Clerk. If the certification is not provided by the date specified herein, the Public Entity may not participate in the Election.
- 4. If applicable, any proposed Public Entity not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed Public Entity no later than <u>August 29th</u>, 2023 at 4:00 p.m. Once the information has been entered into the Clerk's voter registration system, the DEO shall review the information contained in the street locator file and shall certify its accuracy, as well as any changes, additions or deletions to the file no later than <u>September 8th</u>, 2023 at 4:00 p.m.

- to the Clerk. If the certification is not provided by the date herein, the Public Entity may not participate in the Election.
- 5. Provide the Clerk with a copy of the ordinance or resolution stating that the Public Entity will participate in the Election in accordance with the terms or conditions of this Agreement. The ordinance or resolution shall authorize the presiding officer of the Public Entity or other designated person to execute this Agreement.
- 6. Provide a certified copy as an email attachment to <a href="evigil@huerfano.us">evigil@huerfano.us</a> and to <a href="eccamacho@huerfano.us">eccamacho@huerfano.us</a>, at the earliest possible time pursuant to C.R.S Title 1 no later than sixty days before the election, <a href="exemplest">September 8th</a>, at 4:00 p.m., of the ballot content (candidates, issues and questions) to the Clerk exactly as and in the order in which it is to appear and be printed on the ballot pages and sample ballots. The certified list of candidates, ballot issues and/or ballot questions shall be final. The Clerk will not be responsible for making any changes after the certification.
- 7. Proofread and approve the Public Entity's ballot content for printing within one (1) business day of receipt from the Clerk. The Public Entity shall provide an email address and fax number, and designate a person to be available for proofing and approving content for ballot printing. Due to limited printing availability and time constraints, the Public Entity must provide contact information for someone who is available from 9:00 a.m. to 4:00 p.m. from <u>September 8th, 2023 until September 23rd, 2023</u>, or until final approval of printing ballots has been reached. The Clerk agrees to keep all contact personnel informed of ballot printing status. The Public Entity has designated <u>Rick Colander, Deputy City Clerk</u>, whose phone number is, (719) 695-1031, fax number is (719)738-2875, and email is <a href="mailto:cityclerk@walsenburg.org">cityclerk@walsenburg.org</a>.
- 8. If requested by the Clerk, provide person(s) to participate in ballot counting, recount and testing/auditing of voting equipment used in the Election. The Public Entity personnel may participate in various boards with personnel from the Clerk's office to ensure Public Entity's participation in each of the electronic vote tabulating procedures that shall be used. The person(s) provided by the Public Entity must be registered to vote in Huerfano County.
- 9. Notify the Clerk if it is a municipality which has provided by ordinance or resolution that it will utilize the requirements and procedures of the Uniform Election Code of 1992 in lieu of the Colorado Municipal Election Code of 1965 with respect to the Election and to forthwith provide a copy of said ordinance or resolution to the Clerk.
- 10. In the event that the Public Entity resolves not to participate in the Election, notice of such resolution shall be provided to the Clerk immediately. The Public Entity shall within thirty (30) days promptly pay the Clerk the full costs of the activities of the Clerk relating to the Election, including without limitation production and mailing costs, incurred both before and after the Clerk's receipt of such notice. The Public Entity shall provide notice by publication of the cancellation of the Election and a copy of the notice shall be posted in the office of the Clerk, in the office of the Designated Election Official (as defined in the code) and, if the Public Entity is a special district in the office of the Division of Local Government. The Public Entity shall not cancel the election after the twenty-fifth (25th) day prior to the Election, October 13, 2023, C.R.S. Title 1.

#### B. Conduct of the Election

 The Public Entity shall immediately notify the Clerk of any Election contest that is initiated and shall keep the Clerk apprised of the need to retain Election records for use in such a contest.

#### C. Election costs

There is no minimum fee for election services.

- 1. The Public Entity's proportional share of costs shall be based on the County expenditures relative to the Election and the number of lectors per entity.
- 2. The Public Entity avers that it has sufficient funds available in its approved budget to pay its prorated Election expenses.
- 3. If it is determined that the Clerk and the Election must be moved to a backup site, all related costs shall be paid by the Public Entity (shared with any other Public Entity whose ballots are being counted during the Election in the timeframe using the backup procedures and site).
- 4. Promptly pay the invoice submitted to the Public Entity by the Clerk.
- 5. Pay additional or unique Election costs resulting from Public Entity delays and/or special preparations or cancellations relating to the Public Entity's participation in the Election.

#### III. Additional Agreements

- 1. In the event a court of competent jurisdiction finds the Election for the Public Entity was void or otherwise fatally defective as a result of the sole breach or failure of the Clerk to perform in accordance with this Agreement or laws applicable to the Election, the Public Entity shall be entitled to recover expenses or losses caused by such breach or failure up to the maximum amount paid by the Public Entity to the Clerk under this Agreement. The Clerk shall in no event be liable for any expenses, damages, or losses in excess of the amounts paid under this Agreement. This remedy shall be the sole and exclusive remedy for the breach available to the Public Entity under this Agreement.
- 2. No portion of this Agreement shall be deemed to create a cause of action with respect to anyone not a party to this Agreement, nor is this Agreement intended to waive any privileges, immunities to the parties, their officers or employees may possess, except as expressly stated in this Agreement.
- 3. Time is of the essence under this Agreement. The statutory timeframes or requirements of the code, TABOR, and the Rules shall apply to the completion of any duties or tasks required under this Agreement.
- 4. Should any part of this Agreement be declared invalid by a court of competent jurisdiction of the State of Colorado, such invalidation shall not invalidate the remaining portions of the Agreement, and they shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective upon the date first above written.

HUERFANO COUNTY, COLORADO
CLERK AND RECORDER

Date:	
	Erica Vigil
	BOARD OF COUNTY COMMISSIONERS O
	HUERFANO COUNTY, COLORADO
Date:	<u> </u>
	John Galusha, Chair
	177
	CITY OF WALSENBURG
Date:	Sen Me iles :
Date	Gary Vezzani
ATTEST:	
11/1/	

Rick Colander/ Deputy City Clerk

Phone number 719-695-1031



### **MEMORANDUM**

<b>MEETING TYPE:</b>	BOCC		
MEETING DATE:	08/22/2023		
ITEM NAME:	2023 Election IGA between HC & Huerfano RE-1 School District		
SUBMITTED BY:	Christiana Camacho, Election Specialist, Erica Vigil Clerk & Recorder		
<b>SUMMARY:</b>	IGA between HC & Huerfano RE-1 School District so RE-1 SD can coordinate with HC to be on the Nov 2023 Ballot.		
RECOMMENDATION:	Motion to approve and sign IGA between HC and Huerfano RE-1 Schoo District so RE-1 SD can be on the Nov 2023 Ballot.		
BACKGROUND:	By statute, Intergovernmental Agreements (IGA's) must be signed between the county and the municipality or special district that intends to participate on the county's ballot. Election will be held on Tuesday November 7, 2023.		
BOARD ACTION TAKES	N:		
△ APPROVED	DENIED	OTHER	
SIGNATURE OF THE CH. NOTES:	AIR:		

#### INTERGOVERNMENTAL AGREEMENT

#### **CONCERNING ELECTION SERVICES**

#### BY AND BETWEEN

#### **HUERFANO COUNTY CLERK AND RECORDER**

#### AND

#### **HUERFANO RE-1 SCHOOL DISTRICT**

THIS AGREEMENT is made effective this <u>17th</u> day of <u>July</u> 2023, between the Huerfano County Clerk and Recorder ("Clerk") and Walsenburg RE-1 School District ("Public Entity").

The Public Entity desires to participate in the <u>November 7th, 2023 Coordinated Election pursuant</u> to its statutory authority; and

An Agreement concerning the preparation, conduct and actual of a Coordinated Election is required pursuant to C.R.S. Title 1. This agreement shall be signed no later than <u>August 29th. 2023</u>, pursuant to C.R.S. Title 1.

The Clerk has agreed to perform certain Coordinated Election services set forth herein in consideration of the performance by the Public Entity of its obligations and payment of a fee as set forth herein.

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties agree as follows:

#### I. DUTIES OF THE CLERK

The Clerk, Erica Vigil, whose telephone number is (719) 738-2380, is the "Contact Officer" to act as the primary liaison with the Public Entity for the purposes of the Election.

The Clerk agrees to perform the following duties, or such other duties as may be mutually agreed upon by the parties in writing, in connection with the Election.

#### A. Preparation for the Election

- 1. Provide the Public Entity with a street locater file from the Clerk's voter registration system, <u>if requested.</u>
- 2. Assist and inform the Public Entity on any matter that could reasonably further the efficient preparation and conduct of the election. The Clerk shall not provide legal advice.
- Manage all voter records and correspondence in accordance with Title 1, Colorado Revised Statutes, Election Rules of the Colorado Secretary of State and policy directives of the Colorado Secretary of State.
- 4. Supply, deliver ad set up all necessary items for the conduct and preparation of the Election.

- 5. Certify and determine the compensation of election judges. If requested by the Public Entity, provide a list of election judges; train election judges prior to the Election, including specific instruction in the secure operation of the election equipment.
- 6. Place and certify the ballot content in accordance with the law prepare printed ballots. The Clerk reserves the right to print only the ballot issue identifying information on the ballot and the ballot title on a separate sheet of paper or any other form of ballot as directed by the Colorado Secretary of State. To avoid ballot space issues, the Clerk requests that each issue and question be no more than 250 words.
- 7. Provide, no later than twenty days before the Election, <u>October 18, 2023</u>, notice by publication of an election pursuant to C.R.S. Title 1. Such notice shall satisfy the publication requirement for all political subdivisions participating in the Election pursuant to C.R.S. Title One.
- 8. Conduct all required tests and audits of the voting system prior to and after the Election pursuant to C.R.S. Title 1 and Secretary of State Election Rule 11.
- Establish backup procedures and a backup site for the counting of votes at the Election, should the counting equipment become unavailable during the count.

#### B. Conduct of the Election

- Coordinate the proper number and location of Voter Service Polling Centers (VSPCs). All VSPCs shall be accessible to electors with disabilities.
- 2. Provide for the security and processing of all mail ballots and provide for the verification of signatures on the self-affirmation on the return envelope.
- **3.** Facilitate special accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Absentee Voting Act.
- Provide provisional ballots to electors who qualify under C.R.S. Title 1 and provide a telephone number that provisional voters may call to inquire if their provisional ballot was counted.
- 5. Provide properly trained personnel for the preparation and conduct of the Election and at the tabulation center on Election Day/Night to certify unofficial results.
- 6. Preserve all election records for at least twenty-five (25) months after the Election.
- 7. Conduct a recount of any contest where the final ballot tabulation results are close enough to require a recount per statute, or if requested by an interested party.

#### C. Election Costs

- Keep an accurate account of all Election costs including but not limited to supplies, printing costs, legal notices, judges labor and other expenses attributable to the Clerk's administration of the Election for the Public Entity.
- 2. The Clerk shall charge the Public Entity for its portion of the costs for the Election incurred by the Clerk for that Public Entity up to and including the date of cancellation of the Election if applicable.
- 3. The Clerk shall submit to the Public Entity an invoice for all expenses incurred under this Agreement.
- 4. The cost of any recount(s) will be charged to the Public Entity or if more than one Public Entity is involved in the recount the cost will be prorated among the participation Public Entities.

#### D. TABOR Notice

- If the Public entity is required to prepare TABOR notice for any ballot issue(s) the Clerk will be responsible for the coordinating and preparing the consolidated TABOR notice for all entities. The Clerk shall do so in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Rules of the Colorado Secretary of State.
- 2. Charge of the Public Entity for all expenses for the preparation, printing, labeling, and postage for the TABOR notice. Said expenses shall be prorated among all Public Entities participating in the TABOR notice. Such proration shall be based, in part upon the number of persons registered to vote within such Public Entity.
- 3. Mail to each household voter in Huerfano County the TABOR notice no less than thirty days, October 18, 2023, prior to the Election pursuant to Colorado Constitution Article 1, Section 20(3){b) The Clerk shall determine the least cost method for mailing the TABOR notice and address the TABOR notice to "All Registered Voters" at each address where one or more active registered voters of the Public Entity reside. Nothing herein shall preclude the Clerk from sending the TABOR notice of the Public Entity to persons other than electors of the Public Entity if such sending arises from the Clerk's efforts to mail the TABOR notice at least cost.

#### II. Duties of the Public Entity

The Public Entity has designated <u>Tara Burke</u>, whose telephone number is: <u>(719) 738-1529 ext</u>. <u>2000</u>, as its Designated Election Official ("DEO") The DEO shall act as the primary liaison between the Public Entity and the Clerk.

If the Public Entity encompasses territory within other counties, the Agreement shall apply only to that portion of the Public Entity within Huerfano County.

The Public Entity shall perform the following duties in connection with the Election.

#### A. Preparation of the Coordinated Election

- 1. If applicable, post/or publish any other legal notices required pursuant to relevant provisions of the Uniform Election Code of 1992 as revised (C.R.S. Articles 1-13 of Title 1) or the Colorado Municipal Code of 1965, §31-10-101, et seq., C.R.S., or C.R.S. Article 31 of Title 32, School District Director Election, as amended, except as otherwise provided herein.
- 2. Be solely responsible for determining whether a ballot issue, question, or candidate is properly placed before the voters.
- 3. If applicable reviews the information contained within the street locator file and certify accuracy, as well as any changes, additions, or deletions to the file. The certification of the street locater file shall be made in writing no later than <a href="September 8th">September 8th</a>, 2022 at 4:00 <a href="p.m.">p.m.</a> to the Clerk. If the certification is not made by the date specified herein, the Public Entity may not participate in the Election.
- 4. If applicable, any proposed Public Entity not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator identifying all "high/low" ranges for street addresses within the proposed Public Entity no later than <u>August 29th, 2023 at 4:00 p.m.</u> to the Clerk. Once the information has been entered into the Clerk's voter registration system, the DEO shall review the information contained in the street locator file and shall certify its accuracy as well as changes, additions, or deletions no later than <u>September 8th, 2023 at 4:00 p.m.</u> to the Clerk. If the certification is not provided by the date herein, the Public Entity may not participate in the Election.
- 5. Provide the Clerk with a copy of the ordinance or resolution stating that the Public Entity will participate in the Election in accordance with the terms or conditions of this Agreement. The ordinance or resolution shall authorize the presiding officer of the Public Entity or other designated person to execute this Agreement.
- 6. Provide a certified copy in an email attachment to <a href="evigil@huerfano.us">evigil@huerfano.us</a> and to <a href="ccamacho@huerfano.us">ccamacho@huerfano.us</a>, at the earliest possible time pursuant to C.R.S. Title 1, no later than sixty days before the Election, <a href="September 8th">September 8th</a>, <a href="2023 at 4:00 p.m.">2023 at 4:00 p.m.</a>, of the ballot content (candidates, issues, and question) to the Clerk exactly as and in the order in which it is to appear and be printed on the ballot pages and sample ballots. The certified list of candidates, ballot issues, and/or ballot questions shall be final. The Clerk will not be responsible for making any changes after the certification.
- 7. Proofread and approve the Public Entity's ballot content for printing within one (1) business day of receipt from the Clerk. The Public Entity shall provide an email address and fax number, and designate a person to be available for proofing and approving content for ballot printing. Due to limited printing ability and time constraints, the Public must provide contact information for someone who is available from 9:00 a.m. to 4:00 p.m. from <a href="September 8th">September 8th</a>, 2023 until September 23rd, 2023, or until final approval of printing ballots has been reached. The Clerk agrees to keep all contact personnel informed of ballot printing status. The Public Entity has designated Tara Burke, whose

phone number is, (719) 728-1520 ext. 2000, fax number is 719-738-3148, and email is tburke@huerfano.k12.co.us

- 8. If requested by the Clerk, provide person(s) to participate in ballot counting, recount and testing/auditing of voting equipment used in the Election. The Public Entity personnel may participate in various boards with personnel from the Clerk's office to ensure Public Entity's participation in each of the electronic vote tabulating procedures that shall be used. The person(s) provided by the Public Entity must be registered to vote in Huerfano County.
- **9.** Notify the Clerk if it is a municipality which has provided by ordinance or resolution that it will utilize the requirements and procedures of the Uniform Election Code of 1992 in lieu of the Colorado Municipal Election Code of 1965 with respect to the Election and to forthwith provide a copy of said ordinance or resolution to the Clerk.
- 10. In the event that the Public Entity resolves not to participate in the Election, notice of such resolution shall be provided to the Clerk immediately. The Public Entity shall within thirty (30) days promptly pay the Clerk the full costs of the activities of the Clerk relating to the Election, including without limitation production and mailing costs, incurred both before and after the Clerk's receipt of such notice. The Public Entity shall provide notice by publication of the cancellation of the Election and a copy of the notice shall be posted in the office of the Clerk, in the office of the Designated Election Official (as defined in the code) and, if the Public Entity is a special district in the office of the Division of Local Government. The Public Entity shall not cancel the election after the twenty-fifth (25th) day prior to the Election, October 13, 2023, C.R.S. Title 1.

#### B. Conduct of the Election

1. The Public Entity shall immediately notify the Clerk of any Election contest that is initiated and shall keep the Clerk apprised of the need to retain Election records for use in such a contest.

#### C. Election costs

There is no minimum fee for election services.

- 1. The Public Entity's proportional share of costs shall be based on the County expenditures relative to the Election and the number of lectors per entity.
- 2. The Public Entity avers that it has sufficient funds available in its approved budget to pay its prorated Election expenses.
- 3. If it is determined that the Clerk and the Election must be moved to a backup site, all related costs shall be paid by the Public Entity (shared with any other Public Entity whose ballots are being counted during the Election in the timeframe using the backup procedures and site).
- 4. Promptly pay the invoice submitted to the Public Entity by the Clerk.

Pay additional or unique Election costs resulting from Public Entity delays and/or special preparations or cancellarions relating to the Public Entity's participation in the Election

#### III. Additional Agreements

- 1. In the event a court of competent jurisdiction finds the Election for the Public Entity was void or otherwise fatally defective as a result of the sole breach or failure of the Clerk to perform in accordance with this Agreement or laws applicable to the Election, the Public Entity shall be entitled to recover expenses or losses caused by such breach or failure up to the maximum amount paid by the Public Entity to the Clerk under this Agreement. The Clerk shall in no event be liable for any expenses, damages, or losses in excess of the amounts paid under this Agreement. This remedy shall be the sole and exclusive remedy for the breach available to the Public Entity under this Agreement.
- 2. No portion of this Agreement shall be deemed to create a cause of action with respect to anyone not a party to this Agreement, nor is this Agreement intended to waive any privileges, immunities to the parties, their officers or employees may possess, except as expressly stated in this Agreement.
- 3. Time is of the essence under this Agreement. The statutory timeframes or requirements of the code, TABOR, and the Rules shall apply to the completion of any duties or tasks required under this Agreement.
- 4. Should any part of this Agreement be declared invalid by a court of competent jurisdiction of the State of Colorado, such invalidation shall not invalidate the remaining portions of the Agreement, and they shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective upon the date first above written.

	HUERFANO COUNTY, COLORADO
	CLERK AND RECORDER
Date:	
	Erica Vigil
	BOARD OF COUNTY COMMISSIONERS OF
	HUERFANO COUNTY, COLORADO
Date:	<u> </u>
	John Galusha, Chair

### **HUERFANO RE-1 SCHOOL DISTRICT**

Date: 08/03/2023

Jana Burke

Tara Burke



### **MEMORANDUM**

MEETING TYPE:	BOCC		
<b>MEETING DATE:</b>	08/22/2023		
<b>ITEM NAME:</b>	2023 Election IGA between HC & La Veta	RE-2 School District	
SUBMITTED BY:	Christiana Camacho, Election Specialist, E	rica Vigil Clerk & Recorder	
SUMMARY:	IGA for La Veta RE-2 School District to co Nov 2023 Ballot.	pordinate with HC to be on the	
RECOMMENDATION:	Motion to approve and sign IGA between In District so La Veta RE-2 School District catthe Nov 2023 Ballot.		
BACKGROUND:	By statute, Intergovernmental Agreements (IGA's) must be signed between the county and the municipality or Special District that intends to participate on the county's November ballot. Election will be held on Tuesday November 7, 2023.		
BOARD ACTION TAKEN	<b>V:</b>		
APPROVED	DENIED	OTHER	
SIGNATURE OF THE CHANOTES:	AIR:		

#### INTERGOVERNMENTAL AGREEMENT

#### **CONCERNING ELECTION SERVICES**

#### BY AND BETWEEN

#### **HUERFANO COUNTY CLERK AND RECORDER**

#### AND

#### LA VETARE-2 SCHOOL DISTRICT

THIS AGREEMENT is made effective this <u>17th</u> day of <u>July</u> 2023, between the Huerfano County Clerk and Recorder ("Clerk") and La Veta RE-2 School District ("Public Entity").

The Public Entity desires to participate in the <u>November 7th. 2023 Coordinated Election</u> pursuant to its statutory authority; and

An Agreement concerning the preparation, conduct and actual of a Coordinated Election is required pursuant to C.R.S. Title 1. This agreement shall be signed no later than <u>August 29th. 2023</u>, pursuant to C.R.S. Title 1.

The Clerk has agreed to perform certain Coordinated Election services set forth herein in consideration of the performance by the Public Entity of its obligations and payment of a fee as set forth herein.

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties agree as follows:

#### I. DUTIES OF THE CLERK

The Clerk, Erica Vigil, whose telephone number is (719) 738-2380, is the "Contact Officer" to act as the primary liaison with the Public Entity for the purposes of the Election.

The Clerk agrees to perform the following duties, or such other duties as may be mutually agreed upon by the parties in writing, in connection with the Election.

#### A. Preparation for the Election

- 1. Provide the Public Entity with a street locator file from the Clerk's voter registration system which lists the street addresses located within the Public Entity, **if requested**.
- 2. Assist and inform the Public Entity on any matter that could reasonably further the efficient preparation and conduct of the Election. The Clerk shall not provide legal advice.
- 3. Manage all voter records and correspondence in accordance with Title 1, Colorado Revised Statutes, Election Rules of the Colorado Secretary of State and policy directives of the Colorado Secretary of State.
- 4. Supply, deliver, and set up all necessary items for the conduct and preparation of the Election.

- **5.** Certify and determine the compensation of election judges. If requested by the Public Entity, provide a list of election judges; train election judges prior to the Election, including specific instruction in the secure operation of the election equipment.
- 6. Place and certify the ballot content, in accordance with the law; prepare printed ballots. The Clerk reserves the right to print only the ballot issue identifying information on the ballot and the ballot title on a separate sheet of paper or any other form of ballot as directed by the Colorado Secretary of State. To avoid ballot space issues, the Clerk that each issue and question be no more than 250 words.
- **7.** Provide no later than 20 days before the Election, October 18, 2023, notice by publication of an election pursuant to C.R.S. Title 1. Such notice shall satisfy the publication requirement for all political subdivisions participating in the Election pursuant to C.R.S. Title 1.
- **8.** Conduct all required tests and audits of the voting system prior to and after the Election pursuant to C.R.S. Title 1 and Secretary of State Election Rule 11.
- **9.** Establish backup procedures and a backup site for the counting at the Election, should the counting equipment become unavailable during the count:

#### **B.** Conduct of the Election

- **1.** Coordinate the proper number and location of Voter Service Polling Centers (VSPCs). All VSPCs shall be accessible to electors with disabilities.
- 2. Provide for the security and processing of all mail ballots and provide for the verification of signatures on the self-affirmation on the return envelope.
- **3.** Facilitate special accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Absentee Voting Act.
- **4.** Provide provisional ballots to electors who qualify under C.R.S. Title 1 and provide a telephone number that provisional voters may call to inquire if their provisional ballot was counted
- **5.** Provide properly personnel for the preparation and conduct of the Election and at the tabulation center on Election Day/Night to certify unofficial results.
- 6. Preserve all Election records for at least twenty-five (25) months after the Election.
- **7.** Conduct a recount of any contest where the final ballot tabulation results are close enough to require a recount per statute, or if requested by an interested party.

#### C. Election Costs

- Keep an accurate account of all Election costs including, not limited to, supplies, printing costs, legal notices, judges labor, and other expenses attributable to the Clerk's administration of the Election for the Public Entity.
- The Clerk shall charge the Public Entity for its portion of the costs for the Election incurred by the Clerk for that Public Entity up to and including the date of cancellation of the Election, if applicable.
- 3. The Clerk shall submit to the Public Entity an invoice for all expenses incurred under this Agreement.
- **4.** The cost of any recount(s) will be charged to the Public Entity, or if more than one Public Entity is involved in the recount, the cost will be prorated among the participating Public Entities.

#### D. TABOR Notice

- 1. If the Public Entity is required to prepare TABOR notice for any ballot issue(s) the Clerk will be responsible for the coordinating and preparing the consolidated TABOR notice for all entities. The Clerk shall do so in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Rules of the Colorado Secretary of State.
- **2.** Charge of the Public Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Said expenses shall be prorated among all Public Entities participating in the TABOR notice. Such proration shall be based, in part, upon the number of persons registered to vote within such Public Entity.
- **3.** Mail to each household voter in Huerfano County the TABOR notice no less than thirty days. <a href="October 18">October 18</a>, 2023</a>, prior to the Election pursuant to Colorado Constitution Article 1, Section 20(3)(b). The Clerk shall determine the least cost method for mailing the TABOR notice and address the TABOR notice to "All Registered Voters" at each address where one or more active registered voters of the Public Entity reside. Nothing herein shall preclude the Clerk from sending the TABOR notice of the Public Entity to persons other than electors of the Public Entity if such sending arises from the Clerk's efforts to mail the TABOR notice at least cost.

#### II. Duties of the Public Entity

The Public Entity has designated <u>Kathryn Northrup</u>, whose telephone number is: <u>719-742-6443</u>, as its Designated Election Official ("DEO") The DEO shall act as the primary liaison between the Public Entity and the Clerk.

If the Public Entity encompasses territory within other counties, the Agreement shall apply only to that portion of the Public Entity within Huerfano County.

The Public Entity shall perform the following duties in connection with the Election.

#### A. Preparation of the Coordinated Election

- 1. If applicable, post/or publish any other legal notices required pursuant to relevant provisions of the Uniform Election Code of 1992 as revised (C.R.S. Articles 1-13 of Title 1) or the Colorado Municipal Code of 1965, §31-10-101, et seq., C.R.S., or C.R.S. Article 31 of Title 32, School District Director Election, as amended, except as otherwise provided herein.
- 2. Be solely responsible for determining whether a ballot issue, question, or candidate is properly placed before the voters.
- 3. If applicable reviews the information contained within the street locator file and certify accuracy, as well as any changes, additions, or deletions to the file. The certification of the street locater file shall be made in writing no later than <u>September 8th, 2022 at 4:00 p.m.</u> to the Clerk. If the certification is not made by the date specified herein, the Public Entity may not participate in the Election.
- 4. If applicable, any proposed Public Entity not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator identifying all "high/low" ranges for street addresses within the proposed Public Entity no later than <a href="August 29th">August 29th</a>, 2023 at 4:00 p.m. to the Clerk. Once the information has been entered into the Clerk's voter registration system, the DEO shall review the information contained in the street locator file and shall certify its accuracy as well as changes, additions, or deletions no later than <a href="September 8th">September 8th</a>, 2023 at 4:00 p.m. to the Clerk. If the certification is not provided by the date herein, the Public Entity may not participate in the Election.
- **5.** Provide the Clerk with a copy of the ordinance or resolution stating that the Public Entity will participate in the Election in accordance with the terms or conditions of this Agreement. The ordinance or resolution shall authorize the presiding officer of the Public Entity or other designated person to execute this Agreement.
- 6. Provide a certified copy in an email attachment to <a href="evigil@huerfano.us">evigil@huerfano.us</a> and to <a href="eccamacho@huerfano.us">eccamacho@huerfano.us</a>, at the earliest possible time pursuant to C.R.S. Title 1, no later than sixty days before the Election, <a href="September 8th">September 8th</a>, <a href="2023">2023</a> at 4:00 p.m.</a>, of the ballot content (candidates, issues, and question) to the Clerk exactly as and in the order in which it is to appear and be printed on the ballot pages and sample ballots. The certified list of candidates, ballot issues, and/or ballot questions shall be final. The Clerk will not be responsible for making any changes after the certification.
- 7. Proofread and approve the Public Entity's ballot content for printing within one (1) business day of receipt from the Clerk. The Public Entity shall provide an email address and fax number, and designate a person to be available for proofing and approving content for ballot printing. Due to limited printing ability and time constraints, the Public must provide contact information for someone who is available from 9:00 a.m. to 4:00 p.m. from September 8<sup>th</sup>. 2023 until September 23rd, 2023, or until final approval of printing ballots has been reached. The Clerk agrees to keep all contact personnel informed of ballot printing status. The Public Entity has designated Kate Johnson,

whose phone number is, <u>Number Here</u>, fax number is <u>Fax Number Here</u>, and email is <u>kate.johnson@lvk12.org</u>.

- 8. If requested by the Clerk, provide person(s) to participate in ballot counting, recount and testing/auditing of voting equipment used in the Election. The Public Entity personnel may participate in various boards with personnel from the Clerk's office to ensure Public Entity's participation in each of the electronic vote tabulating procedures that shall be used. The person(s) provided by the Public Entity must be registered to vote in Huerfano County.
- **9.** Notify the Clerk if it is a municipality which has provided by ordinance or resolution that it will utilize the requirements and procedures of the Uniform Election Code of 1992 in lieu of the Colorado Municipal Election Code of 1965 with respect to the Election and to forthwith provide a copy of said ordinance or resolution to the Clerk.
- 10. In the event that the Public Entity resolves not to participate in the Election, notice of such resolution shall be provided to the Clerk immediately. The Public Entity shall within thirty (30) days promptly pay the Clerk the full costs of the activities of the Clerk relating to the Election, including without limitation production and mailing costs, incurred both before and after the Clerk's receipt of such notice. The Public Entity shall provide notice by publication of the cancellation of the Election and a copy of the notice shall be posted in the office of the Clerk, in the office of the Designated Election Official (as defined in the code) and, if the Public Entity is a special district in the office of the Division of Local Government. The Public Entity shall not cancel the election after the twenty-fifth (25th) day prior to the Election, October 13, 2023, C.R.S. Title 1.

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- 3. If it is determined that the Clerk and the Election must be moved to a backup site, all related costs shall be paid by the Public Entity (shared with any other Public Entity whose ballots are being counted during the Election in the timeframe using the backup procedures and site).
- 4. Promptly pay the invoice submitted to the Public Entity by the Clerk.

**5.** Pay additional or unique Election costs resulting from Public Entity delays and/or special preparations or cancellations relating to the Public Entity's participation in the Election.

#### III. Additional Agreements

- 1. In the event a court of competent jurisdiction finds the Election for the Public Entity was void or otherwise fatally defective as a result of the sole breach or failure of the Clerk to perform in accordance with this Agreement or laws applicable to the Election, the Public Entity shall be entitled to recover expenses or losses caused by such breach or failure up to the maximum amount paid by the Public Entity to the Clerk under this Agreement. The Clerk shall in no event be liable for any expenses, damages, or losses in excess of the amounts paid under this Agreement. This remedy shall be the sole and exclusive remedy for the breach available to the Public Entity under this Agreement.
- 2. No portion of this Agreement shall be deemed to create a cause of action with respect to anyone not a party to this Agreement, nor is this Agreement intended to waive any privileges, immunities to the parties, their officers or employees may possess, except as expressly stated in this Agreement.
- 3. Time is of the essence under this Agreement. The statutory timeframes or requirements of the code, TABOR, and the Rules shall apply to the completion of any duties or tasks required under this Agreement.
- **4.** Should any part of this Agreement be declared invalid by a court of competent jurisdiction of the State of Colorado, such invalidation shall not invalidate the remaining portions of the Agreement, and they shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective upon the date first above written.

	HUERFANO COUNTY, COLORADO
	CLERK AND RECORDER
Date:	
	Erica Vigil
	BOARD OF COUNTY COMMISSIONERS OF
	HUERFANO COUNTY, COLORADO
Date:	
	John Galusha, Chair

LA VETA RE-2 SCHOOL DISTRICT

Item 7g.

08/07/24 Date:\_

Kathryn Northrup

Kathryn Northrup

Item 7h.

#### **PURCHASE ORDER**

## **Huerfano County**

Purchase Order#: 138

Purchase OrderDate:

8/17/2023

Vendor: OWL LABS / 8376

•

Ship To: 401 Main Street -

Walsenburg CO, 81089

#### Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
OWL BAR	1	\$2,999.00	\$2,999.00	010-50100-52000
·		TOTAL:	\$2,999.00	

#### NOTES:

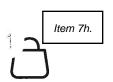
This is for the Community Center meeting room. This will increase the capacity for meetings at that location. Additionally, it is mobile and can be used for meetings at alternate locations.

#### APPROVALS:

Approving Authority:

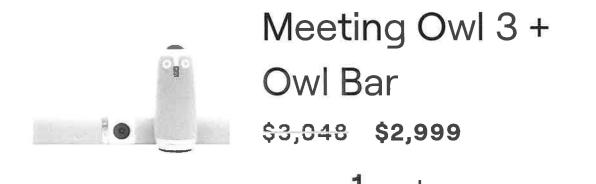
Budget Officer:

# **OWLLABS**



## Cart

2 product(s) | 0 software



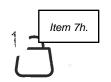
Your entire order will ship together in 2-3 business days

## Order Summary

**Product Subtotal:** 

Contact Us

# **OWL LABS**



Checkout



Free Shipping



Easy 30day returns



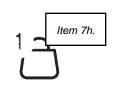
2-year warranty

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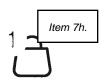
Press

press@owllabs.com

Security

Security Hub

# **OWL LABS**



United States (English)

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#### Item 7i.

#### **PURCHASE ORDER**

#### **Huerfano County**

Purchase Order#:

140

Purchase OrderDate:

8/18/2023

Vendor: PENROSE STEEL & TUBING INC. / 7754

**5425 COUNTY ROAD 123** PENROSE, CO 81240

Ship To: 401 Main Street -

Walsenburg CO, 81089

#### Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
Metal purchase	ĵ	\$3,012.57	\$3,012.57	002-43040-51652
		TOTAL:	\$3,012.57	

#### NOTES:

METAL TO BUILD 5 CATTLE GAURDS

#### **APPROVALS:**

Approving Authority:	
Budget Officer:	

Penrose Steel & Tubing, Inc 5425 County Road 123 Penrose, CO 81240 USA



Ph# 719-372-3911 Fax# 719-372-3724

> Quoted to: HUERFANO COUNTY ROAD & BRIDGE P.O. BOX 48 401 Main St, Ste 306

WALSENBURG, CO 81089

attn dustin / 719-738-2420

Quote Number: m12223

Quote Date: Aug 18, 2023

Page:

Customer ID	Good Thru	Payment Terms	Sales Rep
HUE 01	8/31/23	Net 30 Days	

Quantity	Item	Description	Unit Price	Extension
5.00wf	b10a	WF beam 8" x 13# x 20'	257.40	1,287.0
4.00hr	c19	C8" x 11.5# x 20' chan.	192.03	768.1
25.00 hr	a010	HR angle 1-1/2" x 1-1/2" x 3/16"	35.92	898.0
		x 20'	1	
1.00hr	:fb12	HR flat bar 1/4" x 4" x 20'	59.45	59.4
		**3-4 days lead time aro**		
1				
:				
		27	Subtotal	3,012.5
EST. W	/GT 3188.00		Subibial	0,012.0
			Sales Tax	

Subtotal 3,012.

Sales Tax

Total 3,012



#### **MEMORANDUM**

**MEETING TYPE: Board of County Commissioners** 

**MEETING DATE: 08/22/2023** 

**ITEM NAME: Letter of Support** 

**SUBMITTED BY: Sheila Hudson-Macchietto** 

**SUMMARY: Change in districts for our Reasonable Accountability Entity (RAE)** 

**RECOMMENDATION:** Please support by signing the attached letter.

BACKGROUND: I have attached a letter that is being distributed by the South Eastern and San Luis Valley Directors Association to HCP&F and Behavioral Health regarding their most recent idea to change our Reasonable Accountability Entity (RAE) region.

I spoke to Health Solutions this morning and I am waiting on a meeting date with them to discuss this with them. I have also sent the letter to Kay Whitley for her feedback.

The split that they show in the letter would be acceptable as it keeps us out of the Metro area and pretty much with the same counties we have always been with. I have also attached our current map but unfortunately I cannot locate the proposed map that was discussed that none of us agreed with.

I need to have this signed and returned to me by August 25th, so if you could sign it on Tuesday that would be fantastic!

BOARD ACTION TAKEN:		
APPROVED	DENIED	OTHER
SIGNATURE OF THE CHAIR: NOTES:		-

# HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES SHEILA HUDSONMACCHIETTO DIRECTOR



August 22, 2023

Director Kim Bimestefer Department of Health Care Policy & Financing 1570 Grant Street Denver, CO 80203

Interim Commissioner Michelle Barnes Behavioral Health Administration 710 South Ash Street Denver, CO 8024

RE: Regional Maps for Medicaid and Behavioral Health Administration Program

Director Bimestefer and Commissioner Barnes,

The individuals and organizations signing on to this letter are immensely grateful for the State's commitment to authentic stakeholder engagement on the important programs administered by the Department of Health Care Policy and Financing (HCPF) and the Behavioral Health Administration (BHA). This letter directly responds to ongoing discussions related to the Regional Accountable Entity (RAE) map for HCPF's Accountable Care Collaborative Phase III program, and should be also considered when the time comes for regions to be defined by the BHA for establishing Behavioral Health Administrative Service Organizations (BHASOs).

We stakeholders are ardent supporters of Colorado's vision for behavioral health and evolution in the State's Medicaid program. The vision and goals are ambitious, transformative, and needed to give all Coloradans the opportunity for health and wellbeing. The recommendations we put forward have been carefully considered and are in the best interests of all Colorado Medicaid members, local communities, regional stakeholders, taxpayers, and the state overall. Thank you for hearing and thoughtfully incorporating the following feedback into your important planning efforts.

We support the proposed goal of reducing the number of Medicaid regions in the state from seven to four. This reduction will reduce administrative complexity, allow for easier contracting, improve care coordination efforts, and, most importantly, enhance member

experience. A four-region model has the potential to create necessary scale in these State-funded programs, while preserving sufficient local autonomy and regional design in the delivery, management, and oversight of care. To achieve this, however, deciding which counties go to each region becomes extremely important.

We recommend a four-region map that creates two primarily metropolitan RAE regions and two primarily rural/frontier RAE regions. The latter two regions would be aligned with historical "north" and "south" areas of Colorado, as shown below.

## Four-Region Proposal For Regional Accountable Entities



This four-region design supports the Key Pillars identified by Governor Polis' Behavioral Health Task Force to honor local guidance in our behavioral health systems. This alignment will also help strengthen rural and frontier voice in Colorado by grouping counties that have rich histories working together, while honoring the unique needs and resources in Colorado's metropolitan regions.

This map would attribute roughly 450,000 Medicaid members to Region #3 and 700,000 members to Region #4. The newly proposed northern Colorado Region #1 would account for

approximately 335,000 members and the southern Colorado Region #2 would include 245,000 members. These member numbers are very close (within 10,000) to the most recently proposed four-region map offered by HCPF and provide sufficient scale to achieve all goals for the Accountable Care Collaborative program. Furthermore, these regions better align with member benefit utilization and care patterns, historical care coordination efforts, judicial districts (with limited exceptions), regional partnerships with county departments of human services and public health, Health Statistics Regions, County Planning and Management Regions, economic development regions, and cultural identity overall.

Disrupting existing relationships by forcing counties into new and misaligned regions will negatively impact Medicaid members and be highly challenging for providers and system stakeholders. For example, focusing on southern Colorado, we know through claims data that the southeastern six counties see patients travel along Highway 50 to the southern I-25 corridor more often than utilizing care along the east and northeastern plains. In some counties like Baca and Prowers, members often travel to bordering states for care. This natural flow of patient care has influenced strong care coordination relationships with provider partners along those frequently traveled routes. We should seek to preserve and invest in these relationships.

Southern Colorado counties should not be absorbed into broader, dissimilar regions of the state anchored by metropolitan cities along I-70 or northern I-25 corridors. Instead, creating a southern Colorado region capitalizes on existing care coordination partnerships and will, in turn, improve outcomes for individuals in our counties, who are more likely to be enrolled in Medicaid (31.82% vs. 23.77% State), have lower household incomes (\$42,971 vs. \$56,456 State), and in poverty (18.5% vs. 11.0% State). Southern Colorado residents face numerous health disparities and are disproportionately older (above 65 years), Hispanic or Latino, and experiencing a disability. By establishing a dedicated region for this part of the state, Colorado's leaders will be recognizing and investing in tailored systems of care to meet the high levels of need.

This proposal would strengthen the probability of achieving the HCPF goals for ACC Phase III to improve quality care for members, close health disparities and promote health equity for members, improve care access for members, improve the member and provider service experience, and manage costs to protect member coverage, benefits, and provider reimbursements. The stakeholders below are confident that the map we put forward provides sufficient scale for the selected RAEs to operate efficiently and effectively, and will better align and integrate with the needs of Medicaid members and the countless other Coloradans committed to a healthy, thriving state.

Thank you, again, for hearing and incorporating this important feedback to the critical programs you lead for Colorado.

With gratitude,
Huerfano County Board of County Commissioners
John Galusha – Board Chair
Karl Sporleder-Commissioner
Arica Andreatta – Commissioner
Sheila Hudson-Macchietto-DHS Director

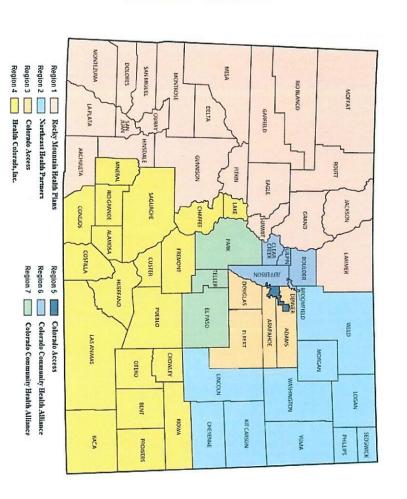
121 West 6<sup>th</sup> Street, Walsenburg, Colorado 81089 Phone: 719-738-2810 Fax: 719-738-2549

# **How to Refer to HCI Care Coordination**

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healthcolorado@carelon.com



Huerfano County
Land Use Department
401 Main Street, Suite 304
Walsenburg, Colorado 81089
719-738-1220, Ext. 1117 (Bldg Department)



August 18, 2022

This Letter is concerning Corey & Sara Enders at Lot 243, Unit CC-2 CL&G Ranch (parcel #17137243) in Gardner. After investigating, the property, there is one structures currently on the property. There is no code violations currently on file for this property/property owner.

Mr. Enders has applied to open a bulk water permit; on the permit he states that they have a cabin with a buried cistern tank for use in the cabin.

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

Best Regards,

#### Cheri Chamberlain

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

#### **Ryan Sablich**

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

Account 17137243 Flag Name ENDERS, COREY & SARA & Address 1 KHANH DANG Address 2 5787 SOUTH FORK ROAD Address 3 HEATH Address 4 State/Zip OH 43056 0000	315-91-92-93 33 331-197 349-590 355-921 357-480	ION C-2 COLORADO (Item 7k.) RANCH 314-100-101 22-124-125
Property Map Num 28-4993-132-03-243 Prev Name1 DORADO LAND & CATTLE LLC Prev Name2 ECHOLS, DANIEL SHANE &  Use 4147 City 00000 Subdv 012 Anlys 000 Tax/Dst 1GS Zone	VALUES-ASSD LAND	TAXABLE EXEMPT 992
Exempt Late Filing Advrt Y Br ACRES: Master Legal Value 00000003639 000 3629 CHANGES	krpt N TOTALS	\$ 14508 Exemption N
Parcel On 08/11/2023 By COHUQBRU Name On 06/21/2023 By COHUPTON Values On 05/27/2009 By ELISHA Legal On 08/11/2023 By COHUQBRU	CMD1-Value Change CMD3-Both Changes CMD22-Abort Entry	CMD2-Legal Change CMD4-Sales Change HELP-More Details

Huerfano County
Land Use Department
401 Main Street, Suite 304
Walsenburg, Colorado 81089
719-738-1220, Ext. 1117 (Bldg Department)



August 18, 2022

This Letter is concerning Christopher Snyder at Section 15-25-70, a track in E2NW4, and W2NE4 (parcel #31755) in Gardner. After investigating, the property, there are no structures currently on the property. There are no code violations currently on file for this property/property owner.

Mr. Snyder has applied to open a bulk water permit; on the permit he states that he would like to use the Gardner water fill station to transport water to his property for use while camping and otherwise recreating on the land

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

Best Regards,

#### Cheri Chamberlain

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



#### **Huerfano County**

401 Main Street, Suite 201 Walsenburg, CO 81089 719-738-1220 Ext.103

#### PERMIT

BULK-23-0005

**BULK WATER APPLICATION** 

SITE ADDRESS: NO SITUS ADDRESS UNKNOWN

**PRIMARY PARCEL: 31755** 

PROJECT NAME: SNYDER- WATER

ISSUED:

EXPIRES: 02/10/2024

APPLICANT:

Snyder, Christopher 1671 Marsh Hawk Circle Castle Rock, CO 80109

7205856667

OWNER:

SNYDER, CHRISTOPHER D & KELLY M

1671 MARK HAWK CIR

CASTLE ROCK, CO 80109-0000

#### PERMIT DETAILS

Detail Name

What Type Of User Are You

Are You A Full Time Resident

Do You Currently Have A Residence On The Property

Does The Property Have Electrical Service

Why Are You Requesting To Open A Bulk Water Account

**Detail Value** 

Non County Resident

No. I Am A Part Time Or Seasonal

Resident

No

No

I would like to use the Gardner water fill station to transport water to my property for use while camping and otherwise recreating on the land for my family and I. We use the property frequently, so having bulk water on site will be life changing. In addition to this active recreational usage, I'd also like to get another IBC to keep full of

water for emergency usage.

#### **CONDITIONS**

- \* Issuance Of A Bulk Was Account Does Not Guarantee A Source Of Water In Perpetuity.
- \* By Submitting This Application The Applicant Agrees To Hold The District Harmless For Any Damages To Their Property As A Direct Result Of Using The Bulk Water Fill Station.
- \* Huerfano County Has Land Use Regulations. Account Holders Charged With A Land Use Violation(S) Shall Have Their Bulk Water Account Suspended. If Determined That A Violation Does Exist The Remaining Account Balance Will Be Forfeited And The Account Terminated.
- \* Approval Of All Bulk Water Accounts Is Subject To Inspection Of The Property By A County Representative And Board Of County Commissioners Approval.
- A Non-refundable Application Administrative Fee Of \$50.00 Dollars Is Due At The Time Of The Application Submission.





#### **Huerfano County**

401 Main Street, Suite 201 Walsenburg, CO 81089 719-738-1220 Ext.103

FEES:

Administrative Fee

**Paid** 

<u>Due</u>

\$50.00 Totals: \$50.00 \$0.00 **\$0.00** 

**REQUIRED INSPECTIONS** 

**Property Inspection** 

#### WARRANTY DEED

THIS DEED is disted the 10th day of December, 2021, and is made between

SUNNY ACRES, LLC (whether one, or more than one), the "Grantor" of the County of --- and State of Texas and

CHRISTOPHER O SNYDER and KELLY M SNYDER

the "Grantees", whose legal address is 1671 Marsh Hawk Cir. Castle Rock, CO 80109 of the County of — and State of County of

WITNESS, that the Grantor, for and in consideration of the sum of (\$82,000.00) Eighty Two Thousand Dollars and No Cents, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantees and the Grantees heim and assigns forever, not in tenancy in common but in point tenancy, all the real property together with any Improvements thereon, located in the County of Huerlano and State of Colorado described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

also known by street and number as: TBD GARDNER Road, GARDNER, CO 81040

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

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

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

SEE ATTACHED EXHIBIT "8"

SUNNY ACRES: \$15

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

(SUS)

EBHLON BOYOL

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

JOHN FREEWALT Member	BY CO.	PUBLIC STATE OF TERMS COLLE STATE CONTROL OF TERMS COLLE STATE CONTROL OF TERMS AND TO TORREST HOURS
State of ToxaS County of Tayyayy		
The foregoing instrument was acknown SUNNY ACRES, LLC	wledged before me this Stay of Access	3031 by
Witness my hand and official seal.	JAXLIBAMUS, Alphany	PHENC MIMIANS
		C5 K5 12/10/2021

#### EXHIBIT "A" LEGAL DESCRIPTION

```
A parent of tand natural of the FD Z 1/2 No 1/4 and N 1/2 NZ 1/4

of Section 15. Teaching 15 Search, cases 30 Weak of the Sth 7.0..

daparethed as fellows:

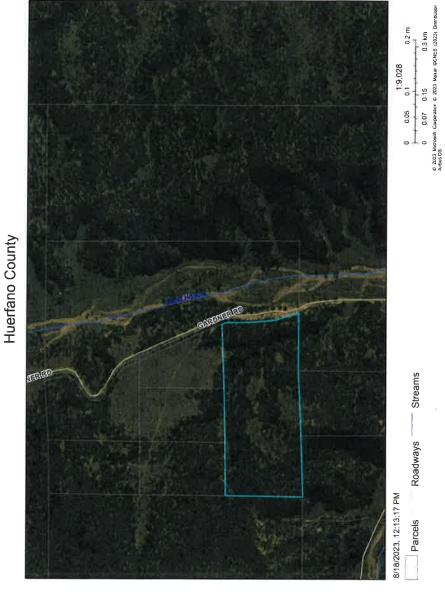
Laginning 25 the footbreak univers of maio 2 1/4 or 1/4, which extent is 5221.84 Year States 1/5 No 642 and 1/20.35 (or 1/4)

Herby 87-84 Zared James a brass Sap set 37 She W. Z. Department of the International Control of the State of the
```

#### EXHIBIT "B" EXCEPTIONS TO TITLE

- 1. Taxes for the year 2021, a fien not yet due and payable.
- 2. Distribution of Utility Easements (including cable tv)
- Those specifically described rights of third parties not shown by the public records of which Buyer has actual. Knowledge and which were accepted by Buyer in accordance with § 8.3 (off record Title.) and § 9 (New ILC or New Survey).
- 4. Inclusion of the Property within any special taxing district
- Any special Assessment if the improvements were not installed as the date of Buyers' Signature hereon, whether assessed prior to or after closing.
- The within conveyance is subject to all existing roads, highways, ditches, pipelines and utilities and other easements and right of way, existing or of record; patent reservations recorded November 27, 1951 at Book 224 Page 170.
- Reserving a non-exclusive easement for ingress, egress, utilities and for the construction and maintenance of a road, said easement being 30 feet recorded on Warranty Deed March 31, 1971 at 8ook 324 Page 98.

ACCOUNT FILE MAINTENANCE Account 31755 Flag R LEGAL Name SNYDER, CHRISTOPHER D & KELLY M SEC 1 Address 1 1671 MARK HAWK CIR E2NW4 Address 2 CASTLE ROCK FULL I Address 3 Address 4 State/Zip CO 80109 0000 Property Map Num 28-4731-152-00-014	5-25-70: A TR IN [tem /l.] , & W2NE4, 29.84 A. DESC IN 324-98 (CRAN 423529 424928
Prev Name1 SUNNY ACRES LLC Prev Name2 MILLER, DOUGLAS, JOHN W & BLAINE VALUI LAND	ES-ASSD TAXABLE EXEMPT  3955
	TALS 3955 Ignore PP \$ 14508 Exemption N 4119 NOD #
CHANGES Parcel On 05/02/2023 By COHUPTON Name On 12/29/2021 By COHUPTON Values On 05/01/2023 By COHUPTON Legal On 05/01/2023 By COHUPTON CMD22-Abort	Changes CMD4-Sales Change



Public Viewer Internation on this map was derived from digital databases treated by Fuerfero County GIS Care.

Snyder

Huerfano County
Land Use Department
401 Main Street, Suite 304
Walsenburg, Colorado 81089
719-738-1220, Ext. 1117 (Bldg Department)



August 18, 2023

This Letter is concerning James Trujillo with property located COM at a PT 575 FT E & 230 FT S of the N4 COR of SEC 24-26-70 TH E 50 FT TH S 320 FT TH W 50 FT TH N 320 FT to PT of Beg being PT of W@NW4NE4 (parcel number 43030) in Gardner. After investigating, the property, there are no visible structures currently on the property.

James Trujillo has applied for a water and sewer tap permit with GPID to supply water and sewer to his property which has been handed down from his great-grandfather. Mr. Trujillo is intending to build a residence in the near future.

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

Best Regards,

#### Cheri Chamberlain

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

#### **Ryan Sablich**

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



## Gardner Public Improvement District

## Water/Sewer Tap Application

Name: James Trujillo
Phone #: 719 989 7866
Email: james invine lando gnail. com
Address: 211 5 Tyles Ave Walsenburg, (2) 81089
Parcel #: 43030 R
Proof of ownership:
Size of water line requested (¾ standard):
(See attached Resolution 18-50 for meter size and fee schedule information)  Commercial Property: Residential Property:
Requested date of water/sewer tap completion:
Signature: Date: 8-17-27 (By signing you aknowledge & agree to Resolutions 18-50 - GPID Rules & Regulations)
EOP OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY

(Attach receipt to documents)

Payment received by:

Amount received: 50.00

Signature: Williamsula: Date:

REAL ESTATE PROPERT DEBRA J REYNOLDS		JANUARY 2, 2023 TICE FOR 2022	PRINTED 08/ DUPLICATE	17/2023
HUERFANO COUNTY TREASURER	THE IVO	11CE 10R 2022	201220112	Item 7m.
401 MAIN STREET	TAX DIST	TAX ENTITY	\$/THOUSAND	IAV
SUITE #206	1GS	SCHOOL DISTRICT R-1	35.454*	21.95
WALSENBURG, CO 81089		HUERFANO COUNTY	20.691	12.81
(719) 738-3000 EXT-505		HUERFANO COUNTY WATE	2.128	1.32
www.huerfano.us			7.000	4.33
PLEASE MAKE CHECKS PAYABLE TO:		UPPER HUERFANO CONS.		. 31
HUERFANO COUNTY TREASURER		UPPER HUERFANO FIRE		4.64
43030 R 001	T37831	SPANISH PEAKS LIBRAR	4.108	2.54
TRUJILLO, JAMES 211 S TYLER AVE WALSENBURG CO 81089		÷		
				7.

TOTAL TAX TOTAL VALUE TOTAL \$/THOUSAND LAND VALUE PERS/IMPR VALUE 47.90 PROPERTY LOCATION 619 619 77.382 2,136 - ACTUAL VALUE 2,136 \*REFLECT TEMPORARY CREDIT LEGAL DESCRIPTION AMOUNT PAID FULL LEGAL ON TAX ROLL ENTIRE LEGAL MAY NOT SHOW .00 \*\* TOTAL DUE \$

COM AT A PT 575 FT E & 230 FT S OF THE N4 COR OF SEC 24-26-70 TH E 50 FT TH S 320 FT TH W 50 FT TH N 320 FT TO PT OF BEG BEING PT OF W2NW4NE4 CONT .368 A. 218-82A 273-103 REC#345970 #345971 357683 429281

SCHOOL DISTRICT RE-1 GENERAL FUND IS 25.781 DOLLARS PER THOUSAND. WITHOUT STATE AID IT WOULD HAVE BEEN 50.658
\*\*\* PLEASE RETAIN THE TOP PORTION AND RETURN THE APPROPRIATE STUB WITH YOUR PAYMENT TO THE TREASURER'S OFFICE.

HUERFANO COUNTY HUERFANO COUNTY HUERFANO COUNTY \* FULL PAYMENT \* SECOND HALF PAYMENT \* FIRST HALF PAYMENT DUE BY JUNE 15TH DUE LAST DAY OF FEBRUARY DUE LAST DAY OF APRIL TAX YR 2022 TAX YR 2022 4075 TAX YR 2022 PAGE PAGE PAGE 4075 TAX DIST SCHEDULE NO SCHEDULE NO TAX DIST TAX DIST SCHEDULE NO 43030 1GS43030 1GS43030 1GSR001 R001 R001 T37831 OWNER T37831 T37831 OWNER OWNER TRUJILLO, JAMES TRUJILLO, JAMES TRUJILLO, JAMES

**DUPLICATE** 

TAX

TOTAL









Account 43030 Name TRUJILLO, JAMES Address 1 Address 2 Address 3 211 S TYLER AVE Address 4 WALSENBURG State/Zip CO 81089 0000	7 Flag R	COM AT A PT 57 FT S OF THE N4 24-26-70 TH E 320 FT TH W 50 FT TO PT OF BE W2NW4NE4 CONT	ION 5 FT E & 230 COR OF SEC 50 FT TH S FT TH N 320	LY  Item 7m. S
Property Map Num 28-4875-241-00-292 Prev Name1 TRUJILLO, SIRIA & Prev Name2 TRUJILLO, BERNICE &  Use 0100 City 00000 Stanlys 000 Tax/Dst 1GS 20	JAMES & SIRIA ubdv  0220	VALUES-ASSD LAND	TAXABLE <b>596</b>	EXEMPT
Exempt Late Filing Ac ACRES: Master Legal 000000000000000000000000000000000000	dvrt Y Bnkrpt Value	N TOTALS Ignore PP NOV # 12155 NOD	<b>596</b> \$ <b>14508</b> Exemp#	otion N
Parcel On 03/03/2023 By COHUPT Name On 02/16/2023 By COHUME Values On 00/00/0000 By Legal On 03/03/2023 By COHUPT	SLA CMD3	-Value Change -Both Changes 2-Abort Entry	CMD2-Legal (CMD4-Sales (CMD4-Sale) (CMD4-Sales (CMD4-Sale) (CMD4-S	10 60 ESTRUCT //F



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#### **MEMORANDUM**

**MEETING TYPE: Board of County Commissioners** 

**MEETING DATE: 8/22/2023** 

ITEM NAME: 1 year contract with IAMGIS

SUBMITTED BY: Chris Bechaver Deputy Public Work/ GPID Operator

SUMMARY: Very useful mapping system that I currently use for GPID. Could also potentially use it for our county building and ball field.

RECOMMENDATION: I recommend that the Board of County Commissioners make a motion to approve the 1 year contract with IAMGIS for a yearly cost of \$1000.

BACKGROUND: This map was created by Charles Bryant and Greg Colter when they oversee GPID. This map includes all of the water lines, valves, meter pits, and fire hydrants, it also includes the location of the manholes and sewer lines. This map has been very useful to me as the new operator for GPID. This is a yearly contract.

BOARD ACTION TAKEN:		
APPROVED	DENIED	OTHER
SIGNATURE OF THE CHAIR: _ NOTES:		

Item 7n.

#### IAMGIS CUSTOMER AGREE

This iamGIS Customer Agreement ("Agreement"), effective as of the Effective Date set forth below, is entered into by and between the entity identified as Customer below ("Customer") and iamGIS Group, LLC, an Indiana limited liability company, with a notice address of 2028 E Ben White Blvd Ste 240-1536, Austin, TX 78741 ("iamGIS"). The parties acknowledge and agree that they have read and understand the Terms and Conditions of this Agreement and, upon execution, are legally bound by it. This Agreement includes this "Signature Page" or any other ordering document referencing this Agreement, the Terms and Conditions at https://iamgis.com/terms (which are hereby incorporated by reference), all statements of work entered into in connection with this Agreement ("Statement(s) of Work"), and any schedules, exhibits, or other attachments incorporated herein.

CYCEROLATED DETERMINES, OF OTHER		
CUSTOMER DETAILS		
Customer Legal Name	Huerfano County	
State of Incorporation / Organization	Colorado	
Type of Legal Entity	Municipality	
Notice Contact Information		
	[]	
	[]	
	Attn: []	
	Billing Contact: []	
	Billing Email: []	
SERVICE DETAILS; PAYMENT TERM		
Effective Date	September 1 <sup>st</sup> , 2023	
Initial Term	12 months	
Software Services	A geographic information system (GIS) software solution hosted by iamGIS and made available as a service over the Internet that provides digital inventories of assets and infrastructure and maintenance and support thereof.	
Software Services Fee	\$1,000	
Implementation Fee	\$0	
Professional Services	\$0	
Billing Terms	iamGIS will invoice Customer for the software fees outlined above. On the effective date, iamGIS will invoice Customer in full for the annual Software Services fees, and on an annual basis thereafter, according to the terms outlined in the Agreement.	
Additional Schedules	The following Schedules are hereby made a part of this Agreement:	
	Form of Statement of Work Schedule	
IN WITNESS WHEREOF, the parties have of the Effective Date.	caused this Agreement to be executed by their duly authorized representatives effective or	
iamGIS:	Customer:	
iamGIS Group, LLC	Huerfano County	
Name:	Name:	
Title:	Title:	

Date:

Date:

#### Form of Statement of Work Schedule

This Statement of Work ("Statement of Work"), adopts and incorporates by reference the terms and conditions of the Customer Agreement ("Agreement"), which was previously entered into between the Parties iamGIS Group, LLC ("iamGIS") and Huerfano County ("Customer"), as it may be amended from time to time. This Statement of Work is effective beginning on September 1, 2023 ("SOW Effective Date")] and will remain in effect until August 31, 2024 ("Expiration Date"), unless earlier terminated in accordance with the Agreement. Transactions performed under this Statement of Work will be conducted in accordance with and be subject to the terms and conditions of this Statement of Work and the Agreement. Capitalized terms used but not defined in this Statement of Work shall have the meanings set out in the Agreement.

- 1. [Defined Terms. For purposes of this Statement of Work, the following terms shall have the following meanings:
- 2. Scope of Work: Renewal of existing Software Services
- 3. <u>Deliverables</u>. The relevant milestones, completion dates, and terms associated with this Statement of Work are as follows: Renewal of existing Software Services
- 4. Pricing. All costs listed below are based on the scope and assumptions included in this Statement of Work.

Item	Price [per unit/[OTHER]]	[Cost Structure]
iamGIS Software Services	\$1,000/year	Annual
Total:	\$1,000	

5. [Other Statement of Work-specific Terms and Conditions.

Customer:	iamGIS:
Huerfano County	iamGIS Group, LLC
Ву:	By:
Printed name:	Printed name:
Tial	Tide
Title:	Title:
Date:	Date:

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work as of the date first above written.



### **MEMORANDUM**

<b>MEETING TYPE:</b>	BOCC		
<b>MEETING DATE:</b>	August 22, 2023		
ITEM NAME:	Art Martinez Contract		
SUBMITTED BY:	Angela Wakeman, HR		
<b>SUMMARY:</b>	Art Martinez Contract		
RECOMMENDATION:	Motion to approve the contract for Art Martinez – Utility Position for Parks & Recreation		
BACKGROUND:	Parks & Recreation needs help with 611 Gym Project and other tasks and projects from time to time.		
BOARD ACTION TAKE	N:		
APPROVED	DENIED	OTHER	
SIGNATURE OF THE CH NOTES:	AIR:	-	

HUERFANO COUNTY Human Resource Department 401 Main Street, Suite 310 Walsenburg, CO 81089 (719) 738-3000 Ext 205



August 18, 2023

Arthur Martinez – Contract Position – Parks & Recreation Utility Worker

Effective August 28, 2023 through December 31, 2023 Arthur Martinez will perform the duties involved in the Utility position for the Parks & Recreation Department under the satisfaction and guidance of the Board of County Commissioners.

The duties include, but are not limited to, the care and maintenance of County owned and leased Parks and Community Centers, fitness center maintenance, splitting of wood for Leap Wood and other duties as assigned.

This contracted position will pay \$15.00/hr, will end on December 31, 2023 and the number of hours will be as needed and requested by the Huerfano County Parks & Recreation Director. The worked hours will be recorded and submitted to the Parks & Recreation Direction on the 15<sup>th</sup> of each month.

You will be required to submit a completed W9 to the Finance Office and the payments will be reported as income at the end of the year.

Your signature on this letter confirms your acceptance of the above outlined agreement.

Should you have any additional question	ons, please contact me at (71	9) /38-3000, EXt. 20
Sincerely,		
Angela Wakeman HR Officer		
Arthur Martinez (Printed)		Date
Arthur Martinez (Signed)		

Item 9a.

## Adams State University

COLORADO

(TN

Great Stories Begin Here

Mark your calendar for the annual Donor & Student Recognition Dinner

◆Tuesday, October 10, 2023

Reception 5p.m. Dinner 6p.m.

Thank you for your continued support of Adams State University and the students we serve.

#### ADAMS STATE UNIVERSITY

C O L O R A D O ®

FOUNDATION Great Stories Begin Here

208 Edgemont Blvd Alamosa, CO 81101 NON-PROFIT U.S. POSTAGE PAID PERMIT NO. 80 ALAMOSA, CO

#### **AWARDS BEING PRESENTED:**

2023 Grizzly Club Corporate
Partner of the Year
Adams State University
Counselor Education

2023 Grizzly Club Individual Members of the Year David '84, '87 & Kimberly '84, '99 Martinez Huerfano County 401 Main St #201 Walsenburg, CO 81089

2023 Willis Fassett, Jr. Awards **Duane Bussey'82 and** 

Duane Bussey'82 and Genevieve Cooper

Invitations with more details will be mailed at a later date.

*ՌոհուՍարիաիժիկիիիՍիվՍիվՍիայՍիուդՍիկի* 



# TECHNICAL UPDATE

Volume 27 Number 32 | August 8, 2023

#### **CYBERSECURITY REMINDERS: AI AND PHISHING**

Cybersecurity is a critical business concern from the front line of information technology all the way to the C-suite. Attacks can disrupt operations, fracture supply chains, and diminish customer confidence. In past years, cybercriminals focused on malware attacks. Most recently, they have shifted their focus to using artificial intelligence and phishing attacks.

#### **ARTIFICIAL INTELLIGENCE**

Al has been in the news a lot lately. It has amazing potential to do good, but also a massive ability to do harm. Al is a tool like any other. Unfortunately, threat actors trying to gain information from victims have already begun to exploit the abilities of Al. These imposters have been able to train Al to copy a person's voice just from social media video posts and then, in turn, use that to call relatives or friends claiming to be in distress and needing money transferred. They are also using Al to better communicate, if English is not their first language. Another growing area of concern is in creating online profiles for dating apps and "catphishing" others into giving them money or information.

You can protect yourself by limiting public posts on social media and verifying who it is with whom you are communicating. The more publicly accessible content you post, the more information exists that can be used to train AI to sound or even look like you. Soon it may be near impossible to distinguish true or fake recordings of celebrities or politicians without advanced computerized analyzation. Making your social media posts private and only approving personal connections can assist in limiting what data on you is out there.

Whatever the case, if you don't know the person, be cautious in letting them follow you or accepting a friend request. Secondly, if you receive a distressing email or phone call from a co-worker, family member or friend, especially if the phone number or email address is unfamiliar, take extra effort to verify the person really is the one that they claim to be. For example, you might text them on their number

familiar to you and ask if they are in need or you may tell them you are going to hang up and call them back at their usual number. Also, in voice conversations look for unnatural accents or intonation or longer pauses than normal as they take more time to type what they want the Al to say compared to a normal conversation.

#### PHISHING ATTEMPTS FOR 2023

We regularly see IT and online service notification attempts that could potentially affect users' daily work. These types of attacks are effective because they cause a person to react before thinking logically about the legitimacy of the email. These are some of the most popular phishing email subjects:

- HR: Vacation Policy Update
- **Zoom:** The meeting has started! Where are you?
- Adobe Sign: Performance Review
- Sharepoint: [[manager name]] shared "Test Data" with you
- DocuSign: DocuSign Account Suspension Notice
- **Webmail:** Security alert for [[email]]

The #1 attack vector according to KnowBe4 Phishing Security Tests are phishing links in the email body. When these links are clicked, they often lead to disastrous cyberattacks such as ransomware and business email compromise. Below is a ranking of the top 5 attack vector types:

- Link: Phishing Hyperlink in the Email
- **Spoofs Domain:** Appears to Come from the User's Domain
- PDF Attachment: Email Contains a PDF Attachment
- Branded: Phishing Test Link Has User's Organizational Logo and Name
- HTML Attachment: Email Contains an HTML Attachment



## WHAT THIS MEANS FOR COUNTIES

Be careful out there! As AI technology continues to develop, scammers will find new and creative ways to use it to exploit people. Workplace fraud is on the rise as more business-related emails are coming from HR/IT/ Managers in recent months. It's essential to be aware of these trends and take steps to protect yourself.



# TECHNICAL UPDATE

Volume 27 Number 33 | August 15, 2023

#### PERSONAL APPLIANCES IN THE WORKPLACE

Supervisors are often at odds with employees who want to bring personal electrical appliances into the workplace. The presence of devices such as space heaters, small refrigerators, mug warmers, fans, lamps, air purifiers, and decorative lights may make the workplace more comfortable for an individual employee; however, they may not be in the best interest of the employer or property.

Appliances may create safety hazards, significant noise pollution or potential water damage. In addition, they may pose disruptions to the workplace, such as interference with lighting and building power. They may even create odors to which other employees may be sensitive.

To control such negative exposures, CTSI recommends counties should establish and implement a policy restricting or controlling the use of personal home appliances in the workplace. Important considerations to include:

- State which appliances are deemed acceptable, require approval or are not acceptable. Explain the process for obtaining permission to bring appliances into the workplace.
- Require appliances to be powered down at the end of the day for fire safety and energy conservation.
- State that the employer is not responsible for theft or damage to personal property.
- Electrical appliances should be restricted to a centrally located break area, limiting the number needed to adequately serve employees in any building. Personal appliance use outside this central area is discouraged.
- Newer appliances have protective circuitry such as auto shutoff and fail-safe breakers incorporated into them by the manufacturer. These disable the appliance if it is tipped over, overheats, or otherwise malfunctions and are highly recommended.
- Limit the use of extension cords and prohibit plug multipliers. If the number of appliances in a designated centrally located area requires additional outlets, these need to be professionally engineered and installed.
- If the centrally located kitchen or break area has a sink, all electrical outlets within six feet of that sink must be protected by a Ground Fault Circuit Interrupter (GFCI).
- Personal heaters should be considered extreme fire hazards. If allowed, these must be
  equipped with protective circuitry to guard against tip-over and overheating.
   Older models seldom have these features. If allowed, keep these devices in the open,
  away from combustibles.
- Candles or similar items with open flames should be forbidden in all county facilities.

#### **BEST PRACTICES**

The following best practices are provided to assist in establishing parameters for the safe use of common electrical appliances in the workplace.

All appliances should be:

- Plugged directly into a permanent electrical outlet.
- Positioned to reduce power cord strain or damage.
- Removed immediately when there is any sign of damage to appliance components.
- Operated according to the manufacturer's instructions.
- Powered down and unplugged at the end of each workday or placed on timers.
- Placed away from any portion of an exit.
- Situated out of traffic areas to avoid creating a tripping hazard.



## WHAT THIS MEANS FOR COUNTIES

CTSI doesn't set the policy on whether or not personal appliances are allowed, but recommends following all safety considerations and using extreme caution in determining how and where these appliances are used. Many counties operate in buildings that were wired prior to the advent of computers, microwaves, and other power-hungry modern devices. If you have any doubts, it is best to have a commercial electrician determine how many devices are too many for a facility's electrical system. For more information, contact CTSI at (303) 861-0507.





# ANVERSARY ESTA CELEBRATION

Come join us for our 30th Anniversary Celebration

Friday, September 15, 2023 11:00 a.m. to 2:00 p.m.

We'll have free Mexican fare, live entertainment, games, prizes and give aways.





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COUNTY COMMISSIONER OFFICE JOHN GALUSHA, ARICA ANDREATTA, AND KARL SPORLEDER 401 MAIN ST., STE 201 WALSENBURG CO 81089

վիումիերիանի անագիրինի հերևինի հիկին

SHF Project #2022-01-002

**DATE:** August 17, 2023; 10:45 am – 12 noon

WORK IN PROGRESS: Cutting out of existing mortar joints

PRESENT AT SITE: Mike Madone/Mountain Masonry; Tim and Kris Hoehn/HAPC

**DISTRIBUTION:** All present; Carl Young, Kim Trujillo/Huerfano County; Danielle Lewon/SHF; Donald

Harvey/ANA; Kate McCoy/CPI

#### **NOTES/OBSERVATIONS:**

1. The cutting out and repointing of mortar joints is in progress. Most of the joints from the top of the walls to the second floor window sills have been repointed. (Re: Photo #6.)

2. On the south wall at the second floor window, the stones at the arched head have been replaced along with the stones at the west jamb. Backer rod, if required, and sealant will be used to fill the joint between the stone and the brick mould. The steel plate above the arch will remain in place; it may have been installed to serve as support for the arch below when the gutter was leaking, causing damage to the stone. (See Photo #1.)



Photo #1: Replacement stone was laid at the arched head and west jamb of this second floor south facing window.



Photo #2: A replacement piece of radiused stone moulding above the plaster sign was fabricated by Mountain Masonry. (Photo Source: Mountain Masonry)

3. On the north wall at the second floor window, the arched brick mould had fallen off previously. A large cavity between the window frame and stone was packed with mortar. The brick mould needs to Field Report No. Three SHF Project #2022-01-002

be replaced; Mike has a source (carpenter) for fabricating replacement wood moulding in Canon City. A request for the use of contingency will be made for this work.



Photo #3: This course of stone, which includes lintels above the window and door openings on the tower's second floor, will be retooled rather than refaced to avoid damage to the plaster sign.



Photo #4: The decorative stone moulding and the small stones below the window sill are eroded. They will be replaced.

- 4. Now that the scaffolding is erected, close-up views of the stone condition at the south side of the east wall and tower were available. The following observations and decisions were made:
  - a. The string course of projecting stone, located below the second floor windows, was called to be refaced. Most of the existing stones have been removed and will be replaced. (Re: Photo #5.) Mike is waiting for the next load of stone, which will include smaller stones for this use.
  - b. At the tower's east face, second floor, there is a crack in the stone at the top of the north jamb of the northern window. The crack was not called out on the drawings, but pins were specified to be installed above and below the stone at the mortar joints, which will be carried out.
  - c. The course of stone at the tower's east face, located immediately below the decorative plaster sign, was specified to be refaced; a deep reface would be required, given their function as window and door lintels. Concerns were raised about disturbing the plaster sign, which has wood lath as its backup. To avoid damage to the plaster, these stones will be retooled instead, followed by the application of a breathable siloxane repellent, specified in the Project Manual. (Re: Photo #3.) The specifications also call for stones with skyward faces to be pointed with a non-staining silicone sealant.
  - d. Two stones that form part of the arch above the plaster sign were called to be replaced. They are in good condition and will be retained.
  - e. The decorative stone moulding that wraps the top of the stone arch above the plaster sign was found to be in poor condition; more stones require replacement than what was called out on the drawings. Consequently, all of the stones will be replaced. Mike had a replacement stone on site that he made; he placed it in the arch following the site visit. (Re: Photo #2.) The small, eroded stones below the third floor center window will also be replaced. (Re: Photo #4.)

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5. The cracks in the plaster sign will be repaired; it was agreed that repairs should also be made to the existing letters because some have eroded and need minor touch-up. Following the completion of the repairs, the sign will be cleaned and then repainted in colors to match the existing colors.



Photo #5: Most of the existing stones that form the projecting string course below the second floor windows have been removed. They will be replaced in-kind.



Photo #6: Repointing of the mortar joints is underway, with most joints repointed from the top of the walls to the second floor window sills.

End of Field Report No. Three

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